

**TOWN OF TRYON
BOARD OF COMMISSIONERS
Mc COWN ROOM
SEPTEMBER 15, 2026**

6:30 PM WORK SESSION

7:00 PM REGULAR MEETING

All items are for discussion and possible action

1. Call to Order-Mayor Peoples
2. Invocation- Mayor Peoples
3. Pledge of Allegiance-Mayor Pro Tempore Skip Crowe
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. Tax Reports
 - e. Financial Report for August 31, 2026
6. Vaughn Creek Restoration Project-Conserving Carolina
7. FINANCE AGENDA ITEMS
 - a. LGC Application for Installment Financing New Equipment-Jim Fatland
 - b. NCLM Risk Management & Workers Compensation Resolutions-Emily Dale
8. WATER AND SEWER INFRASTRUCTURE ITEMS-Jim Fatland
 - a. Proposal for Engineering Services Lake Lanier Dam Rehab Project-Jim Fatland
9. Minimum Housing/Planning Update
10. Board Appointments
11. Downtown Update
 - a) Street Closure Requests
12. Special Meeting Agenda for September 18, 2026
13. Citizen Comments
14. Town Manager Report-Jim Fatland
15. Council/Mayor Report
16. Motion to Adjourn

Tryon Tourism Development Authority
Minutes
August 3, 2026

Chairperson Siler called the meeting to order at 4:35 pm at Tryon Town Hall with 3 members present

Members Present: Steven Siler, Chairperson; John Vining; Jennifer Matthews; Maria Mason-Freeman has resigned from the board due to relocation.

Members Absent: Melanie Jackson; Bill Crowell, Tryon BOC Representative

Staff Present: Lourdes Gutierrez, TDDA Director; Dulcie Juenger, Secretary

Approve Minutes from March 2026

Vining made a motion to approve the minutes as presented. Matthews seconded the motion. Motion was approved by a vote of 3-0

Approve the Financial Report for February, March, April, May, June 2026

The TTDA Fund FY2025-2026 financial reports for February, March, April, May, June 2026 were reviewed. As of June 30, 2026 Total Revenue was \$20,175.99 (43.86% of Budgeted Total Revenues), Total Expenditures were \$23,992.76 (60.56% of Budgeted Total Expenditures) and Ending Cash Balance was \$44,342.48

Vining made a motion to approve the financial report. Matthews seconded the motion. Motion was approved by a vote of 3-0

Saluda Grade Rail Trail

Gutierrez Reporting: Rail Trail meeting is scheduled for August 19, 2026 at 3pm to be held in the McCown Meeting room with Summer Flynn, Saluda Grade Trail Manager from Conserving Carolina.

Board had a brief discussion on the design/engineering cost of the Tryon portion, Gutierrez reports there is no monetary total yet and that grants have been applied for by the Town of Tryon. Tryon will have a local committee to work on the cohesive signage and markers along the pathway.

Proposed FY26-27 Tourism Budget

Siler made a motion to approve the budget. Matthews seconded the motion with all in favor.

Chairperson Appointment

Vining made a motion to keep Siler as Chairperson. Matthews seconded the motion.

Other Business

Our State Magazine did a reel about Tryon, Lourdes coordinated with Melinda Massey from Polk County Tourism. Chairperson Siler reached out to DOT about a larger Tryon sign on the interstate; there is an option for a larger sign which will cost the town additional money.

New Kiosk installation at St. Lukes Plaza: Guitierrez is working on the back end to update all business information. The annual software fees for the kiosk can be offset by selling advertising displayed on the kiosk for approximately \$150. per month, per business. Management for the kiosk located at the Nina Simone Plaza will be assumed by the Town of Tryon and the town is working on establishing wi-fi connection for the kiosk. Advertising will be sold on this kiosk as well to offset cost. The updated Explore Tryon website should be operational by the end of September.

Meeting adjourned at 5:20.

Confirm Date for Next Regular Meeting

Next meeting is scheduled for November 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
August 18, 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: Jim Fatland, Town Manager
Emily Dale, Town Clerk
Scott Holt, Police Chief

Tim Daniels, Planning Director/Assist. Town Manager
Josh Connell, Fire Chief
William Morgan, Town Attorney

Mayor Peoples called the work session to order.

The following items were discussed during the work session.

Commissioner Lambakis brought up the possibility of adding Starlink to the downtown area. The Council discussed if there had been any movement from Verizon regarding the cell tower. Town Attorney Morgan stated he would reach out and try to get an update. Additionally, Commissioner Lambakis stated she and Fire Chief Connell had been working on nailing down dates for CPR training for the Town. Once dates are secured that information will be posted on the website.

Commissioner Morris inquired about the status of the kiosk downtown. Assistant Town Manager Daniels stated there is an issue with the interface and they are awaiting IT support from the company. Commissioner Morris also expressed her disdain for FLOCK cameras and asked the Board to consider a vote stating no to FLOCK cameras. Additionally, the discussion regarding the scheduling of closed sessions was brought up as well as the content of those meetings.

Commissioner Crowell stated he was happy with the progress he has seen recently and proud of the strides being made.

Mayor Pro Tem Crowe expressed his appreciation for the Town employees and the citizens.

Mayor Peoples stated that the Town is doing their best to keep everything open and the public informed.

Mayor Peoples entertained a motion to adjourn the work session, Commissioner Crowell so moved and the motion carried.

**TOWN OF TRYON
BOARD OF COMMISSIONERS
TRYON TOWN HALL – MCCOWN MEETING ROOM
August 18, 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, Planning Director/Assist. Town Manager
Josh Connell, Fire Chief
William Morgan, Town Attorney

I. CALL TO ORDER

Mayor Peoples called the meeting to order at 7:00 pm.

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

Town Manager Fatland presented the following updates to the agenda. The original items from the special meeting need to be moved to Item 8I. Additionally, the special meeting for the AIA rate study and Capital Improvement Plan presentation from Withers Ravenel needs to be moved from August 28th to September 18th at 10:00 am. Mayor Peoples entertained a motion to adopt the agenda with the above-mentioned updates. Commissioner Morris so moved and the motion carried.

V. SPECIAL PRESENTATIONS – SWEARING IN OF OFFICER NATHAN MANN

Town Clerk Dale swore in Nathan Mann to the position of Police Officer for the Town of Tryon. Mann recently completed his BLET training at AB Tech.

VI. CONSENT AGENDA ADOPTION

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

VII. RADIO PURCHASE- TRYON FIRE DEPARTMENT

Fire Chief Connell stated that currently in order to communicate with the various departments in the area they work with. Recently, a new radio system came out that allows for multiple channels on one radio. Chief Connell stated that the radios are currently on sale and if the purchase order could be processed by the end of the month the Town could take care of the additional savings. Fatland stated the Fire Department would like to utilize an appropriation of fund balance to purchase the radios. Commissioner Morris made a motion to approve the purchase of 4 new radios at a cost of \$26,200.19 before tax. The motion passed unanimously.

VII. FY 27 BUDGET ORDINANCE AMENDMENT NO ONE

Town Manager Fatland presented budget amendment number one to the Board. The amendment consists of the \$26,000 fund balance appropriation for the fire depart along with change to Harmon Field. The Town had asked Polk County for \$45,000 to offset the lost revenue at Harmon Field. The County only approved \$25,000. Fatland stated that Town Clerk Dale was able to save Harmon Field about \$19,000 on property insurance so that would balance their budget. Commissioner Lambakis moved to adopt the amendment as presented and the motion carried unanimously.

VIII. WATER AND SEWER INFRASTRUCTURE ITEMS

Town Manager Fatland present the following items:

a. Water & Sewer Grant Applications “Renew NC CDBG Disaster Recovery Program” for Scrivens Road Sewer Rehabilitation and US 176/School Street Water Improvements.

b. Water & Sewer Grant Applications “FEMA Hazard Mitigation Projects” These projects would have helped during a storm if they were ready. The projects include main sewer trunk line, Howard Gap Rd water lines and standby generators for pump stations. There is not a local match requirement for these projects.

c. Advertise for Construction Bids for Jervey Road Sewer Project: This project is approved and it is now time to open construction bids.

d. Advertise for Construction Bids for Sourwood Ridge/176 Water Main Project: This project is approved and it is now time to open construction bids.

e. Modeling Management Services Agreement with Withers Ravenel Engineers: Fatland stated that now that the AIA study is done we need to model the distribution/collection systems. Distribution supervisor Andrew McCallister would be assisting with this project along with Tim Daniels.

f. Authorize Grant Application for Sewer Treatment Plant: This grant was submitted in the spring and the Town fell one point shy. Fatland stated that the completion of the AIA study would bolster the application for this project. Reapplication would take place in September.

g. Authorize Grant Application for Water Treatment Plant: This grant was submitted in the spring and the Town fell one point shy. Fatland stated that the completion of the AIA study would bolster the application for this project. Reapplication would take place in September.

h. Authorize Grant Application for AIA Water Treatment and Sewer Treatment Plants: Fatland stated these applications were approved; however, the State did not appropriate any funding. Withers Ravenel would like to reapply for these grants and have opted to not charge the Town anything additional.

i. Authorize Grant Closeout for Water and Sewer AIA Projects – These projects are complete and need grant closeout resolutions approved.

Mayor Peoples asked if the Board had any questions regarding the various projects. Mayor Pro Tem Crow and Commissioner Morris had questions regarding the overall cost to get the Water and Sewer plant up to par and how much staff time it would take. McCallister stated that the Town is in need of these projects and he does not mind any additional work that may come with that. Commissioner Crowell moved to adopt all of the items that were presented by Fatland. The motion passed unanimously.

IX. DE ANNEXATION OF 302 & 304 HARMON FIELD RD

Daniels was approached by an assistant from Representative Jake Johnson's office regarding 302 and 304 Harmon Field Rd. These properties had been annexed into the Town before and now the State wants to de annex. It was explained that the State does not need the Board's permission for this; however, they wanted to reach out as a courtesy. The Board came to a consensus that they are ok with the de-annexation taking place.

X. MINIMUM HOUSING/PLANNING UPDATE

Daniels stated that after the consensus established at the last Board meeting he drafted the requested changes to Chapter 50 of the Town ordinances. The changes made included removing the bagged leaf requirement, stating trash cans must not obstruct the sidewalks, and trash cans must be in good working condition and free from excessive cracks. Additionally, brush pick up would now be charged on a per truckload basis instead of by the cubic foot. The first truckload is at no charge; however, the second truck load of brush will incur a fee. Mayor Pro Tem Crowell made a motion to adopt the ordinance amendment as presented. The motion carried unanimously.

XI. BOARD APPOINTMENTS

Dale stated there were no Board appointments this month.

XII. DOWNTOWN UPDATE

Daniels presented the Downtown update to the Board. He stated upcoming events such as the BBQ Beatdown and Dog Mayor event. Daniels requested street closures for the following:

McCown Street on August 25, September 1 and September 8 from 5-7pm for Polk County Farms Pop Up Farmers Market
McCown Street on September 12 from 8am-7pm for Tryon BBQ Beatdown
Palmer and Trade to Oak and Trade from 4:30-7:30pm on October 30 for the Tryon Halloween Stroll
Depot St from 7am-9pm on November 7 for Tryon Beer Festival

There was discussion regarding how the merchants feel about these closures and festivals. Daniels and Commissioner Crowell both stated businesses are always invited to attend and several events finish before dinner time so individuals can visit the restaurants downtown to eat. Commissioner Lambakis moved to approve all of the road closures and the motion carried unanimously.

XIII. SPECIAL MEETING

Commissioner Crowell made a motion to hold a special meeting on September 18 at 10am at the McCown Room located at Tryon Town Hall. The motion passed unanimously.

XIV. CITIZEN COMMENTS

Anne Day: Reminded everyone of the Rotary Club's Shrimp Fest on September 18 as well as their joint effort with Harmon Field to bring back a smaller version of the BBQ festival. The festival will take place on October 17 from 11-8 in the open-air gym and Hog Heaven area.

Claudia Moose: Questions regarding cable work near Harmon Field. Board stated approval wasn't needed for that type of work but it was probably Windstream putting in fiber optic

Nancy Johnson: Thanked Tim Daniels for all of his assistance since last meeting. She also expressed concerns regarding Ziglar Field and Vaughn Creek. Fatland did express his desire to apply for more grants for enhancements to the area; however, its location in the flood plain does cause difficulty.

Greg Miner: Expressed his concern over the Town's noxious weed stipulation. He feels like they either need to enforce it completely or rewrite it. There was consensus that the encroachment on other properties and roadways are a pressing problem. The Board came to a consensus that Mr. Miner work with Tim to come up with some changes.

XV. TOWN MANAGER REPORT

Fatland summarized the Renew CBDG grant and stated there would be multiple rounds and the hope is to apply for McCown park and the community center in the next round. There are a lot of items in progress with the Capital Improvement Plan and fleet management needed for the Town's aging fleet.

XVI. COUNCIL/MAYOR REPORT

Commissioner Morris thank staff, including Dale for her team's work with the new software rollout.

Commissioner Crowell thanked everyone for coming out and their ideas regarding the kudzu.

Commissioner Lambakis thanks everyone for coming out, as well as, Chuck Sherbert with the Streets crew and Chief Connell for their assistance this week.

Mayor Pro Tem Crowe stated that the Town would be getting serious about kudzu soon and thanked staff.

Mayor Peoples brought attention to the work the Cemetery committee had been doing. They had received a grant from the Polk County Community Foundation for clean up and restoration and hope to hold a 125th anniversary celebration.

Mayor Peoples also commended Commissioner Morris for her hard work on finding a sister city for the Town and she would be meeting with that town's mayor in France at the beginning of September.

XVII. MOTION TO ADJOURN

Mayor Peoples entertained a motion to adjourn. Commissioner Crowell so moved and the motion carried unanimously.

Harmon Field Board of Supervisors
August 4, 2026
Minutes

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; Steve Sloan; Jamie Corn Dunn; Rick Covil –Secretary/Treasurer

Members Absent: None

Staff Present Jim Fatland, Town Manager; Brad Gordon, Park Superintendent; Dulcie Juenger, Customer Service

Agenda Adoption: Glasscock made a motion to adopt the August 4 agenda. Covil seconded the motion.

Approve Minutes from July 7, 2026: Covil made a motion to accept the July 7 minutes. Glasscock seconded the motion. All in favor.

Approve the Financial Reports for June 2026

The Harmon Field Fund FY2025-2026 financial report for June 2026 was reviewed

As of June 30, 2026, Total Revenue was \$406,183.36 (105.72 % of Budgeted Amount), Total Operating Expenditures were \$332,205.83 (87.70 % of Budgeted Amount), Total Capital Expenditures were \$7,870.83 (145.76 % of Budgeted Amount), Total Expenditures were \$340,076.66 (88.51 % of Budgeted Amount), and Ending (pre-audit) Fund Balance was \$161,174.70

*Budget is balanced moving into F26/27

*428 Project monies are still pending with FEMA

*Manager Fatland has applied for a CDB Grant to help with funding for the new community center, application is due on September 4, 2026 for the first round of funding

Glasscock made a motion to approve the June 2026 Financial Report. Dunn seconded the motion. All in favor.

Superintendent Report:

See attached report

Other:

Chairman Watson inquired about the status of any pending horseshows, Superintendent Gordon stated there is one scheduled for November. Chairman Watson also inquired the status of any pending shelter rentals, Gordon stated there is generally a shelter rental every weekend. Chairman Watson asked Gordon if he thinks additional picnic shelters would be beneficial for the park and Gordon stated he would like to see additional shelters at the park and they would be a benefit. Chairman Watson would like to see a plan for locations and budget for additional picnic structures.

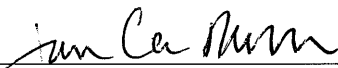
Public comment:

Steve King resident of Tryon asked the status of the log cabin. Chairman Watson explained that the cabin cannot be used in its current state and, location and there are no plans for it until after the 428 Project funding process is complete. Mr. King also inquired about any events at Harmon Field in September and October, Superintendent Gordon told him the Fall Flea Market is scheduled for September 26, 2026 and the Rotary BBQ Festival is Scheduled for October 17, 2026

Meeting was adjourned at 6:30.

Next regularly scheduled meeting is September 1, 2026 at 6:00 pm in the McCown Room at Tryon Town Hall.

Submitted By:



Jamie Corn Dunn
Secretary/Treasurer

Approved By:



Warren Watson
Chairman

Attachments:

Attachment A- Supervisors Report

Harmon Field Supervisor Report August 4, 2026

MAINTENANCE

- Playground: Matting has been installed around merry-go-round
- Dallara Field: Mellora House of Design, LLC has repainted the baseball at the Dallara Field at the request of Charles Dallara. The laces of the baseball were sealed as well.
- Park Maintenance: Trimming bushes and pruning tree limbs are underway.
- Soccer Fields: Soccer nets will be repaired next week for the upcoming YMCA Fall Soccer Season.

HELENE STORM DAMAGE AND REPAIRS-FEMA

- Contract awarded for the paved walking path areas. Work to commence next month.
- Carlos and his team are preparing scope of work and bid documents for the electrical project
- Carlos and his team are coordinating our efforts with FEMA and progressing with meeting the deadline for the 428 Project

PROJECTS

- Open Air Gym: Staff will be presenting a report to finish the open-air gym project for your September Harmon Field Meeting

HOLDING										
NAME	YEARS	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
12, SIRENS LLC	2025	22.29	22.74	22.91	23.09	113.11	113.96	114.82	115.68	116.54
486, SOUTH TRADE VENTURES LLC	2025	1,308.68	1334.85	1344.86	1354.95	1365.11	1375.35	1385.66	1395.97	1406.3
A MACCHERONE, LLC	2016	378.63	380.77	381.26	383.43	385.62	387.83	390.05	392.27	394.49
ARNDT, BRITTAIN	2024-2025	38.57	39.07	39.25	39.53	39.82	40.11	40.4	40.69	40.98
BARRIER, BOBBY	2024-2025	673.02	680.07	682.76	687.87	659.87	664.82	669.81	674.8	624.99
BROOKS TAVERN OF TRYON LLC	2025	112.00	114.25	115.11	115.97	116.84	117.71	118.59	119.47	120.35
BURNS, LOUIS NATHANIAL	2025	82.24	83.88	84.51	85.14	85.77	86.42	87.07	87.72	88.37
CAFÉ LA GAULE	2019-2024	126.22	127.08	127.27	128.14	129.04	129.94	130.84	131.74	132.64
CANNADY, ELSIE HEIRS COMPASS GROUP USA, INC	2025	102.07	104.11	104.89	105.67	106.46	107.26	108.07	108.88	109.69
COONS, KATHRYN	2025	28.41	28.98	29.19	29.41	29.63	29.85	30.07	30.29	30.51
	2025	65.31	66.62	67.12	67.63	68.14	68.65	69.16	69.67	70.18
DAYSTAR ENTERPRISES	2019	236.14	237.69	238.21	239.77	241.35	242.95	244.56	246.17	247.78
DE, LA OSA ALBERTINA	2025	1552.18	1583.22	11.88	11.97	12.06	12.05	12.24	12.33	12.42
EHG APPRAISAL	2020-2022	36.64	36.89	36.95	37.2	37.45	37.7	37.95	38.2	38.45
FOOTHILLS GYMNASIAC ACADEMY	2022-2023	80.24	80.82	81.03	81.63	82.23	82.83	83.43	84.03	84.63
FREDRICKS DESIGN STUDIO	2025	9.51	9.69	9.77	9.85	9.93	10.01	10.09	10.17	10.25
GARDEN GATE PROPERTIES LLC	2025	4078.42	4159.99	4191.19	4222.63	4254.3	4286.21	4318.36	4350.51	4382.7
GE CAPITAL	2018	74.68	75.14	75.26	75.72	76.18	76.64	77.1	77.56	78.02
GLENN, MATTIE	2025	29.5	30.09	30.31	30.53	30.75	30.99	31.23	31.47	31.71

GRAFF, MICHAEL	2025	2,583.94	2635.62	2655.39	2675.31	2695.38	2715.6	2735.97	2756.34	2776.7
	2016-									
GREENIDGE, IRENE	2017	301.92	303.66	304.08	305.85	307.69	309.43	311.25	313.07	314.89
HARTWICK, GARY	2025	1267.94	1293.3	1303	1312.77	1322.61	1332.53	1342.52	1352.51	1362.5
HTHC., LLC	2017	176.53	177.65	177.93	179.05	180.17	181.31	182.45	183.59	184.73
JACKSON, MARY	2025	68.68	70.05	70.57	71.09	71.61	72.15	72.69	73.23	73.77
JAMEELA, LLC	2025	55.29	56.4	56.82	57.24	57.67	58.1	58.54	58.98	59.42
KING HOME SERVICES										
24 LLC	2025	522.75	533.2	537.2	541.23	545.29	549.38	553.5	557.62	561.74
LA BOUTEILLE	2017-	20.84	20.97	21.01	21.14	21.27	21.4	21.53	21.66	21.79
LUBIN, EDWARD	2025	5.38	5.49	5.53	5.57	5.61	5.65	5.69	5.73	5.77
MELROSE INN	2018	127.21	127.98	128.24	129.03	129.84	130.65	131.46	132.27	133.08
MILLER, COREY	2025	573.28	584.75	589.14	156.11	56.53	56.95	57.38	57.81	58.24
NANA'S KITCHEN	2025	26.58	27.11	27.31	27.51	27.72	27.93	28.14	28.35	28.56
NEW, TESTAMENT	2023-									
CHURCH OF GOD	2025	259.56	262.34	263.4	265.39	267.39	269.4	271.42	273.44	275.46
OVERHOLT BRICK & BLOCK	2025	29.34	29.93	30.15	30.37	30.59	30.81	31.04	31.27	31.5
	2018-									
OZONE WATER	2019	19.98	20.09	20.09	20.2	20.2	20.42	20.53	20.64	20.75
	2022-									
PENELOPE, PADGETT	2023	29.99	30.2	30.28	30.49	30.7	30.91	31.12	31.33	31.54
	2016-									
POLK COUNTY	2025							689.55	693.66	697.77
	2024-									
PROPERTY LINE LLC	2025	3487.85	3535.19	57.41	46.84	47.19	47.54	47.9	48.26	48.62
PURE SKIN ESTHETICS	2025	21.98	22.41	22.57	22.73	22.89	23.05	23.22	23.39	23.56
SHEAR MAGIC	2025	16.57	16.9	17.02	17.14	17.26	17.38	17.5	17.62	17.74
STYLES ON NORTH	2020-									
TRADE	2021	47.67	47.99	48.09	48.42	48.75	49.08	49.41	49.74	50.07
THOUSAND PINES CO	2025	5.32	5.42	5.45	5.48	5.51	5.54	5.57	5.6	5.63
TEVIS, TROY	2024	6.69	6.74	6.84	6.89	6.94	6.99	7.04	7.09	7.14
	2019-									
TOWN OF TRYON	2021	4622.74	4651.68	4660.77	4689.97	4719.4	4749.01	4666.71	4695.98	4725.3
TRYON POINT										
ORTHODONTIC	2016	354.26	356.28	356.74	358.77	360.81	362.87	364.94	367.01	369.08

TRYON LOGISTICS	2021-2025	163.95	165.39	165.86	167.01	168.17	169.33	170.49	171.65	172.81
TRYON NEWSMEDIA LLC	2025	3195.71	3259.62	3284.07	47.04	22.76	22.94	23.12	23.3	23.48
US BANK NATIONAL ASSOCIATION	2025	152.19	155.24	156.39	157.56	158.74	159.93	161.12	162.31	163.5
WILLIAMS, ELLA	2025	59.32	60.5	60.96	61.42	61.88	62.34	62.81	63.28	63.75
WORLAND, NANCY	2025	1300.99	1327.01	1336.96	1346.99	1357.09	30.31	30.54	30.77	31
		28,539.20	28985.06	24073	20534.74	20611.32	19420.21	20134.65	20275.12	20360.89

FORECLOSURE

		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
ALDRIDGE, DWANDA	2021-2024	595.62	601.02	603.03	607.41	611.88	616.35	620.82	625.29	629.76
AUSTIN, DALE	2015-2025	170.13	171.35	171.73	172.82	173.92	175.03	154.31	155.31	156.31
FRINK, ARCHIE, EST	2015-2025	582.5	586.82	588.27	592.2	596.16	600.16	604.18	608.2	612.22
GOSNELL, JUNIOR	2025	508.95	513.22	514.81	518.66	522.55	526.48	530.43	534.38	538.33
HEYWOOD, HANNON	2022-2025	1980.89	2001.67	2010.91	2025.75	2040.69	2055.75	2070.92	2086.09	2101.3
JOHNSON, ROMNEY	2015-2024	326.6	329.04	329.86	332.06	334.28	336.5	338.75	341	343.25
TRAKAS, NICHOLAS	2025	5182.83	5254.95	5282.49	5322.11	5362.02	5402.23	5331.49	5371.17	5410.9
TWITTY, MARY /THERESE	2024-2025	640.64	649.57	652.97	657.87	662.81	667.78	672.78	677.78	682.78
WADDELL, VIOLA	2015-2025	415.35	418.49	419.52	422.29	425.12	427.97	430.84	433.71	436.58
WINGO, WILLIE LEWIS	2023-2025	1123.69	1139.61	1146.13	1154.73	1113.02	1070.99	1079.02	1087.05	1095.1
		11527.2	11665.74	11719.72	11805.9	11842.45	11879.24	11833.54	11919.98	12006.53

**CUSTOMER
PAYING**

		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
188 GRADY AVE LLC	2025	21.94	22.38	22.55	22.72	22.89	23.06	23.23	23.4	23.57
DEE DEE INVESTMENTS LLC	2024-2025	2132.66	2171.04	2183.42	2199.8	2216.3	2232.93	2048.18	1861.93	1875.68
FORNEY, MICHAEL	2023-2025	793.04	803.01	806.98	813.03	819.13	449.47	452.84	456.21	459.58
GLENN, DORRIS E HEIRS	2023-2025	892.03	902.67	906.86	913.67	870.15	876.68	782.51	788.34	794.17
GOSNELL, MARJORIE S ESTATE	2023-2024	1147.09	1163.5	1169.77	1178.54	1187.38	697.86	662.67	667.6	913.44
JOHNSON, WILLIAM ET	2022-									
NANCY JOHNSON	2025	814.95	826.77	831.32	837.55	843.83	388.73	192.33	193.76	195.19
STEVENS, ASHLEY	2025	2,047.29	2087.44	2103.58	2119.35	1984.12	1847.88	1861.74	1875.6	1589.46
	2024-									
SUBER, CLARA	2025	429.57	435.58	439.07	442.37	244.19	145.27	106.06	106.85	107.64
		9157	9193.16	8883.12	8949.74	8278.21	6661.88	6129.56	5973.69	5958.73

GARNISHMENT

		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
CUNNINGHAM, LORENA	2024-									
C/O ANGELA WILLIAMS	2025	476.11	485.6	489.28	492.95	496.64	500.36	131.32	132.29	133.26
	2020-									
LITTLE, JAMES HENRY JR	2025	107.07	107.98	108.3	109.08	109.87	110.66	27.91	28.12	28.33
YOUNG, KEITH	2025	851.50	768.53	674.29	679.35	563.54	567.77	517.02	520.87	524.72
		1,434.68	1362.11	1271.87	1281.38	1170.05	1178.79	676.25	681.28	686.31

DEBT SET OFF		Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
CARSON, LIONEL	2025	281.45	287.08	289.23	291.4	293.59	295.79	298.01	300.23	302.45
CHIMALPOPOCA, JOSE	2025	866.18	883.51	890.13	896.81	903.54	910.31	674.5	679.53	684.56
	2016-									
HYDER, WILLIAM	2022	596.63	600.44	601.6	605.47	609.37	613.31	617.27	621.23	625.19
LITTLEJOHN, ANN	2022-	1,524.81	1539.6	1545.16	1556.57	1568.08	1579.67	1438.29	1448.83	1459.4
	2024-									
MATHEWS, JAMES	2025	892.78	909.47	916.99	923.87	930.8	937.79	944.82	951.85	958.88
MCDOWELL, THEODORE	2021-									
Jeanal mcdowell	2025	1,572.27	1585.28	1590.24	1601.97	1613.8	1625.72	1410.56	1420.88	1431.2
PARKER, MARY	2025	3,109.33	3171.51	3195.29	3219.26	3243.4	3267.73	3292.24	3316.75	3341.3
TWITTY, JOSHUA	2025	101.15	103.16	103.94	104.73	105.52	106.31	107.11	107.91	108.71
		8,944.60	9080.05	9132.58	9200.08	9268.1	9336.63	8782.8	8847.21	8911.69
Totals		75,016.13	76,005.70	70,975.77	67,787.05	64,602.97	48,476.75	47,556.80	47,697.28	47,924.15

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10 General

Account Object Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue						
*TAX REVENUES			755,598.71	1,434,785.00	-679,186.29	53 %
*INTERGOVERNMENTAL				863,200.00	-863,200.00	0 %
*INVESTMENT INCOME			9,037.40	85,000.00	-75,962.60	11 %
*SALE OF SERVICES			3,702.85	12,000.00	-8,297.15	31 %
*FEES AND FINES			1,533.00	5,000.00	-3,467.00	31 %
*GRANTS & DONATIONS			2,000.00	4,500.00	-2,500.00	44 %
*MISCELLANEOUS			13,637.21	374,000.00	-360,362.79	4 %
*TRANSFERS AND APPROPRIATIONS				39,121.00	-39,121.00	0 %
Total Revenue			785,509.17	2,817,606.00	-2,032,096.83	28 %
Expenses						
Governing Body	4,955.63		4,955.63	81,800.00	-76,844.37	6 %
Administration	110,070.97		110,070.97	615,202.00	-505,131.03	18 %
Police	203,811.72		203,811.72	992,393.00	-788,581.28	21 %
Parks & Recreation	9,065.00	6,475.00	15,540.00	40,050.00	-24,510.00	39 %
Streets	379,797.03	11,918.31	391,715.34	1,000,138.00	-608,422.66	39 %
Debt Service	4,670.46		4,670.46	78,023.00	-73,352.54	6 %
Non-departmental				10,000.00	-10,000.00	0 %
Total Expenses	712,370.81	18,393.31	730,764.12	2,817,606.00	-2,086,841.88	26 %
Net Income			54,745.05			

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20 Powell Bill

Account Object Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue						
*INTERGOVERNMENTAL				80,000.00	-80,000.00	0 %
*INVESTMENT INCOME			4.65		4.65	
Total Revenue			4.65	80,000.00	-79,995.35	0 %
Expenses						
Streets	5,899.79		5,899.79	80,000.00	-74,100.21	7 %
Total Expenses	5,899.79		5,899.79	80,000.00	-74,100.21	7 %
Net Income			-5,895.14			

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21 Police Pension Trust

Account		Expended	Encumber YTD	Committed	Budget	Variance	% Committed
Object	Description	Current YTD					
	Revenue						
	*INVESTMENT INCOME				900.00	-900.00	0 %
	*TRANSFERS AND APPROPRIATIONS				17,571.00	-17,571.00	0 %
	Total Revenue				18,471.00	-18,471.00	0 %
	Expenses						
	Police				18,471.00	-18,471.00	0 %
	Total Expenses				18,471.00	-18,471.00	0 %
	Net Income			0.00			

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31 Fire Department

Account Object	Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*TAX REVENUES				212,867.62	388,000.00	-175,132.38	55 %
*INTERGOVERNMENTAL				397,786.27	785,000.00	-387,213.73	51 %
*INVESTMENT INCOME				6.62		6.62	
*MISCELLANEOUS				29,802.92		29,802.92	
Total Revenue				640,463.43	1,173,000.00	-532,536.57	55 %
Expenses							
Fire		201,117.43	28,650.26	229,767.69	1,173,000.00	-943,232.31	20 %
Debt Service		13,473.50		13,473.50		13,473.50	
Total Expenses		214,590.93	28,650.26	243,241.19	1,173,000.00	-929,758.81	21 %
Net Income				397,222.24			

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32 Harmon Field

Account		Expended		Committed	Budget	Variance	% Committed
Object	Description	Current YTD	Encumber YTD				
Revenue							
*TAX REVENUES					17,000.00	-17,000.00	0 %
*INTERGOVERNMENTAL				162,805.42	262,500.00	-99,694.58	62 %
*INVESTMENT INCOME				76.15	800.00	-723.85	10 %
*SALE OF SERVICES				1,126.50		1,126.50	
*FEES AND FINES				2,010.00		2,010.00	
*GRANTS & DONATIONS					48,000.00	-48,000.00	0 %
*MISCELLANEOUS				621.42		621.42	
*TRANSFERS AND APPROPRIATIONS					5,345.00	-5,345.00	0 %
Total Revenue				166,639.49	333,645.00	-167,005.51	50 %
Expenses							
Parks & Recreation		60,624.73	400.00	61,024.73	328,300.00	-267,275.27	19 %
Debt Service		1,336.14		1,336.14	5,345.00	-4,008.86	25 %
Total Expenses		61,960.87	400.00	62,360.87	333,645.00	-271,284.13	19 %
Net Income				104,278.62			

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33 TDA

Account Object	Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*TAX REVENUES				3,938.93	19,000.00	-15,061.07	21 %
Total Revenue				3,938.93	19,000.00	-15,061.07	21 %
Expenses							
Tourism		3,403.35		3,403.35	19,000.00	-15,596.65	18 %
Total Expenses		3,403.35		3,403.35	19,000.00	-15,596.65	18 %
Net Income				535.58			

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35 Helene FEMA W/S

Account Object	Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*GRANTS & DONATIONS					60,000.00	-60,000.00	0 %
Total Revenue					60,000.00	-60,000.00	0 %
Expenses							
Water		1,186.40		1,186.40	60,000.00	-58,813.60	2 %
Total Expenses		1,186.40		1,186.40	60,000.00	-58,813.60	2 %
Net Income				-1,186.40			

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37 Cemetery

Account Object	Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*FEES AND FINES				-267.07		-267.07	
*TRANSFERS AND APPROPRIATIONS					15,000.00	-15,000.00	0 %
Total Revenue				-267.07	15,000.00	-15,267.07	-2 %
Expenses							
Cemetery					15,000.00	-15,000.00	0 %
Total Expenses					15,000.00	-15,000.00	0 %
Net Income				-267.07			

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51 Water & Sewer

Account Object Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue						
*INVESTMENT INCOME			410.46		410.46	
*SALE OF SERVICES			375,869.39	2,183,500.00	-1,807,630.61	17 %
*FEES AND FINES			9,930.00	26,000.00	-16,070.00	38 %
*MISCELLANEOUS			6,157.91	100,000.00	-93,842.09	6 %
*TRANSFERS AND APPROPRIATIONS				10,000.00	-10,000.00	0 %
Total Revenue			392,367.76	2,319,500.00	-1,927,132.24	17 %
Expenses						
Fire	4,894.00	44.00	4,938.00		4,938.00	
Water Plant	130,914.21	17,189.92	148,104.13	795,261.00	-647,156.87	19 %
Water Distribution	189,093.57		189,093.57	520,930.00	-331,836.43	36 %
Sewer Collections	43,971.33		43,971.33	344,991.00	-301,019.67	13 %
Sewer Treatment	76,235.95	164.14	76,400.09	421,369.00	-344,968.91	18 %
Debt Service				236,949.00	-236,949.00	0 %
Total Expenses	445,109.06	17,398.06	462,507.12	2,319,500.00	-1,856,992.88	20 %
Net Income			-70,139.36			

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52 Sanitation

Account		Expended					
Object	Description	Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*INTERGOVERNMENTAL					1,200.00	-1,200.00	0 %
*SALE OF SERVICES				58,057.60	345,000.00	-286,942.40	17 %
*MISCELLANEOUS				212.40	750.00	-537.60	28 %
Total Revenue				58,270.00	346,950.00	-288,680.00	17 %
Expenses							
Solid Waste		70,409.01	5,957.32	76,366.33	334,069.00	-257,702.67	23 %
Debt Service		18.58		18.58	12,881.00	-12,862.42	0 %
Total Expenses		70,427.59	5,957.32	76,384.91	346,950.00	-270,565.09	22 %
Net Income				-18,114.91			

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71 Water Meter Replacement

Account Object	Description	Expended Current YTD	Encumber YTD	Committed	Budget	Variance	% Committed
Revenue							
*INVESTMENT INCOME					4,500.00	-4,500.00	0 %
*SALE OF SERVICES				7,439.44	45,500.00	-38,060.56	16 %
Total Revenue				7,439.44	50,000.00	-42,560.56	15 %
Expenses							
Water Distribution					50,000.00	-50,000.00	0 %
Total Expenses					50,000.00	-50,000.00	0 %
Net Income				7,439.44			

AGENDA ITEM

DATE: September 15, 2026

TO: Mayor and Town Commissioners

PREPARED BY: Jim Fatland, Town Manager

SUBJECT: Preliminary Concept Design for Vaughn Creek Ziglar Field

BACKGROUND: The Town of Tryon received a planning grant to address stream restoration of Vaughn Creek that traverses Ziegler Field. Conserving Carolina agreed to amend their grant with NC Land water Conservation (LWCF) for the Pacolet and Green River Watersheds to include Vaughn Creek. The next step would include a grant application for stream restoration. If awarded, the LWCF requires a 50-foot easement on both sides of Vaughn Creek as the local match.

Conserving Carolina will make a presentation at the September 15 Town Board Meeting. A copy their Technical Memorandum "Preliminary Concept Design for Ziglar Field/Vaughn Creek is attached.

Technical Memorandum

Prepared for: Conserving Carolina
Project Title: Green-Pacolet Watershed Plan
Project No: W13623
Subject: Preliminary Concept Design for Ziglar Field (Vaughn Creek)
Date: 7/16/2026
From: Rob Cork, PE; Jake McLean, PE; Kaitlyn Brown, PE
Attachments: A: Preliminary Concept Plan
B: Deeds and Tax Parcel Report
C: Aerial Photographs

Introduction

Conserving Carolina has contracted Wildlands Engineering, Inc. (Wildlands) to develop a watershed plan for the North Pacolet and Green River watersheds. The goal is to identify and evaluate potential projects to enhance water quality, flood resiliency, and recreational opportunities. Within this project, Wildlands has been asked to develop a concept design for restoration and enhancement work along Vaughn Creek through the Town of Tryon park known as Ziglar Field, and potentially to extend the area downstream to the confluence with the North Pacolet River. The concept design aims to evaluate restoration options including stream restoration, riparian vegetation management, flood resiliency, and stormwater management opportunities, including an evaluation of the pre-regulatory landfill (PRLF) program requirements and utility constraints on the site.

This memorandum summarizes site evaluation work to date and the opportunities presented by the preliminary concept, the constraints related to utilities and the pre-regulatory landfill program, and proposed next steps, which are anticipated to include outreach, additional research needed to support preliminary design decisions (including PRLF program requirements), and refinement of the preliminary concept design to make the package grant-ready.

Background and Constraints

Utilities and NCDOT Right-of-Way

The site has two overhead powerline corridors that cross roughly perpendicular to the flow of the stream (Figure 1). One of them parallels the old alignment of New Market Road, visible on historic topographic quadrangle maps. It is assumed that both corridors belong to Duke Energy, which is also working on utility improvements associated with the ongoing NC Department of Transportation (NCDOT) bridge replacement project located at the upstream limits of the site.

NCDOT is understood to have right-of-way along the adjacent roadways: New Market Road, Vaughn Street, and East Howard Street. New driveways (e.g. for parking lots) or construction-phase site access would likely be subject to NCDOT driveway permits or encroachment agreement requirements, or both.

No utility location work has been performed to date; however, this will be considered as part of due diligence during the second phase of concept design. Site information related to utilities that the Town or others may have would be helpful for reference.

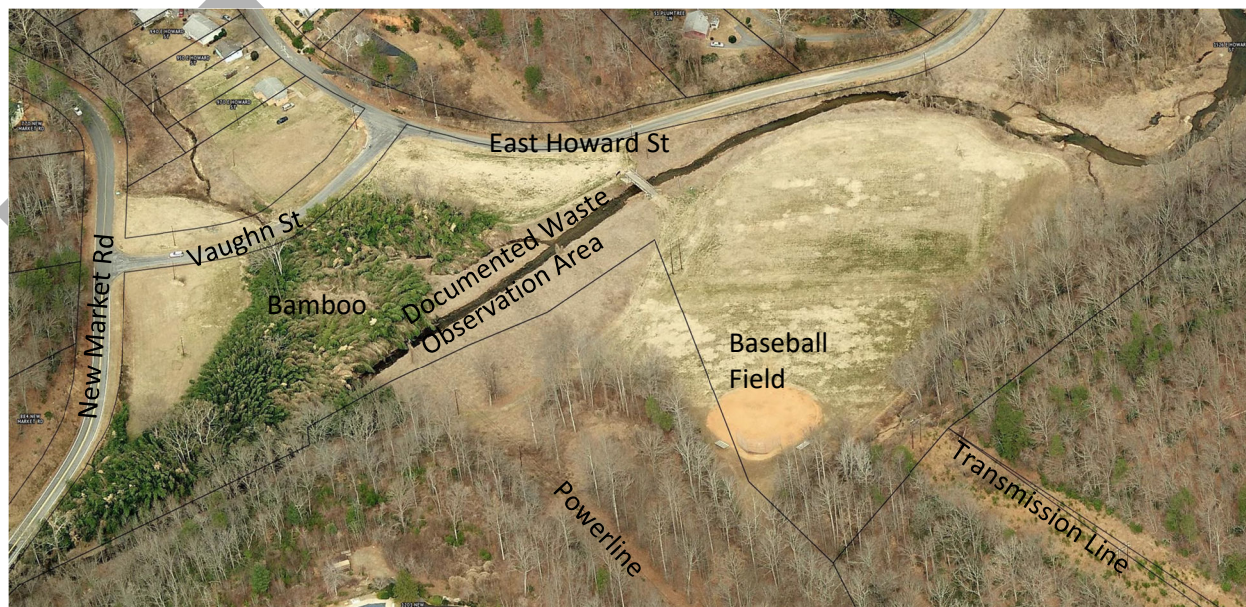


Figure 1. Site Aerial - 2011

Site Use History, Current and Adjacent Uses

Ziglar Field was purchased in 1948 by Jesse Ziglar for use by the Tryon All-Stars, a semi-professional team formed shortly after World War II that played in an independent African American league of baseball teams regionally, drawing opponents from across the Carolinas and the Southeast during the era of segregation. Having previously been in agricultural use, the approximately 19-acre site was cleared by hand by team members for a baseball field and grandstand, with the first game played in 1949. The property was previously known as Weaver Bottoms and Howard Street Park; the Town acquired it in 1968 and it was renamed Ziglar Field with a formal dedication around 2006. The current deed BK:146/PG:82 (1968) was not available in online records and no apparent plat exists. A nonprofit, the Friends of Historic Ziglar Field, was established in 2009 to preserve and enhance the site, and any redevelopment plan should recognize and preserve this heritage.

The gravel entrance that goes into the ball field area off of New Market Road appears to traverse private property, and a permanent easement or other Town rights to continue use of this, or allow use for construction or other future plans, is unknown at this time. Relevant to this discussion is the fact that part of the landfill area extended onto this adjacent parcel. The apparent landowner, Christopher Spillers (1201 New Market Road), could be contacted in order to determine whether there may be willingness to grant permanent or temporary access to improve flexibility for short- and long-term outcomes.

Immediately upstream of the property is a Clean Water Management Trust Fund (now Land and Water Fund (LWF)) easement established in 2011 that protects the Vaughn Creek corridor and accommodates the Vaughn Creek Greenway. New Market Road separates the Town and LWF easement parcels, and a



bridge replacement project at the New Market Road / Vaughn Creek crossing is ongoing, with replacement geometry very similar to the existing bridge. Wildlands communicated with Duke Energy contractors about the possibility of setting poles and guy wires further back from Vaughn Creek within the Town site in order to enhance future stream resiliency, and these requests are under consideration.

Tryon Refuse Disposal Site Background

As most recently reported to Polk County in a May 11, 2026, letter from the NC Department of Environmental Quality (NCDEQ), the Tryon Refuse Disposal site is listed under the NCDEQ Division of Waste Management (DWM), Pre-Regulatory Landfill (PRLF) program.

Wildlands has reviewed the six documents on NCDEQ's Laserfiche database. The most relevant is the May 2008 Site Summary Report by Marshall Miller & Associates, with other documents providing relevant background information on historic operations and accepted waste. Based on this review, identified comments from these documents relevant to the development of concepts include:

- The channel alignment was modified in the 1960s or 1970s.
- Debris is generally metal, glass, tires, appliances, car parts, and empty, unmarked 55-gallon drums.
- A possible leachate seep was observed on the east bank near the footbridge in 2008.¹
- Receptor risk is low given that the 2020 and 2025 surveys found no presumed potable wells within 500 feet.

Wildlands has found no indication that a subsurface assessment has ever been performed and is not aware of waste delineation, waste characterization, groundwater monitoring, or the development of a remedial action plan.

The 2008 Site Summary includes only limited justification for the disposal area boundary (Figure 2) that Wildlands estimates is actually smaller than shown. The 2008 reported disposal area boundary was drawn "based upon GPS mapping of the perimeter, personal interviews, and examination of maps and aerial photographs." However, based on a review of historic aerial photography by Wildlands (including the 1957 aerial photo in Figure 3), existing observed site conditions from 2026, and waste features documented in the 2008 report, a more detailed boundary could be drawn to coincide with topographic anomalies, historical aeriels and other data. Evidence suggests that waste is concentrated tightly along the two banks of Vaughn Creek, well inside the disposal area boundary published in the 2008 report.

However, while better understanding the actual extents of the waste will be important for understanding potential construction costs, the larger disposal area boundary depicted in the 2008 Site Summary report may be beneficial for relocation and recapping of excavated waste as this boundary defines where consolidated waste may lawfully be placed during restoration. Therefore, refining the delineation to a smaller area could trigger additional solid-waste disposal permitting requirements for placing waste outside the refined boundary, even where it remains within the property. Wildlands needs to discuss with DWM how improving the delineated waste disposal area (WDA) boundary may impact the concepts.

¹ Naturally occurring seeps with naturally occurring iron bacteria that feed on dissolved iron in groundwater and frequently produce an oily rainbow sheen that looks like petroleum are common in Western North Carolina.



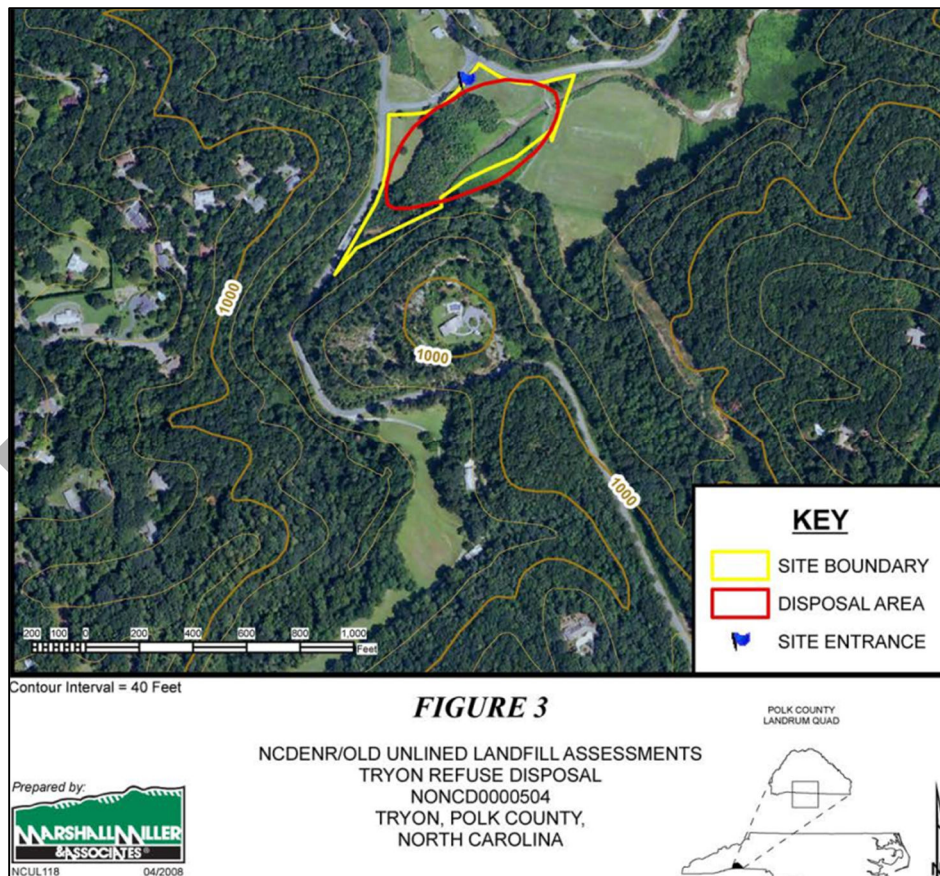


Figure 2. Approximate Site and Disposal Boundaries from the Site Summary Report—Tryon Refuse Disposal (Site ID No. NONCD0000504), prepared by Marshall Miller & Associates, Inc. for NCDENR [now NCDEQ], May 2, 2008

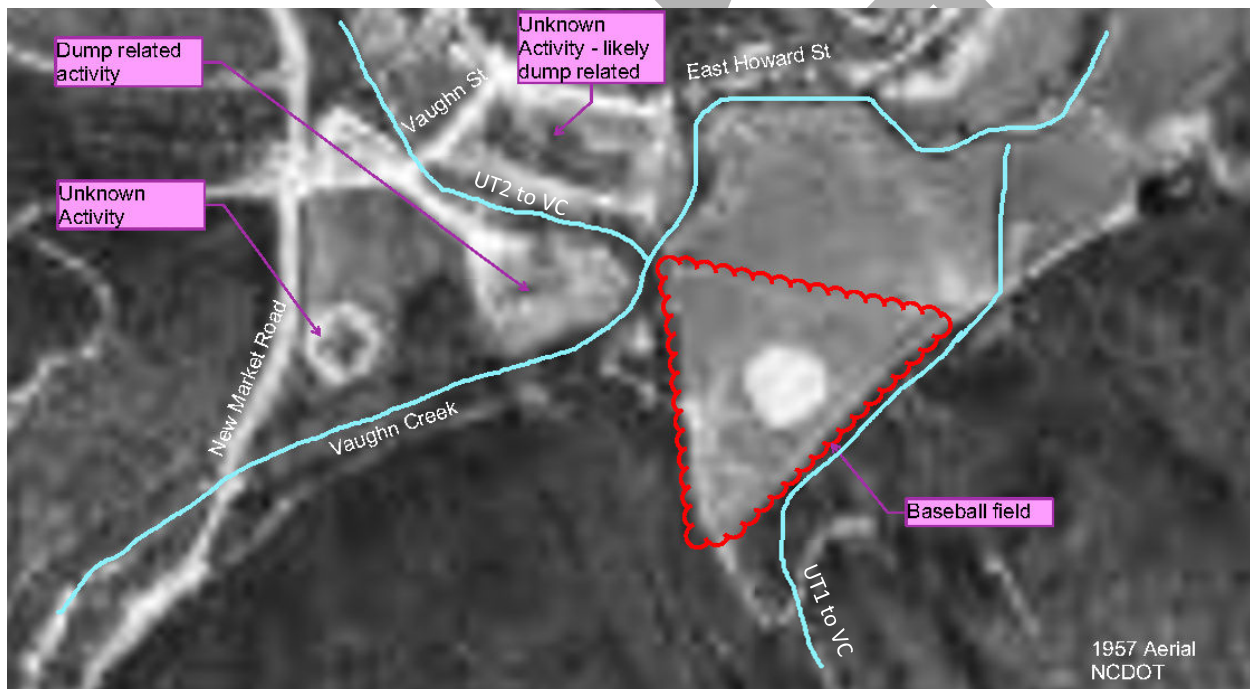


Figure 3. Site Aerial - 1957

Pre-Regulatory Landfill Background and Relevance

The DWM maintains a statewide risk-priority list of pre-regulatory landfills, updated roughly annually, that ranks all scored pre-1983 landfill sites. The scoring model is weighted heavily toward human receptor exposure. The Tryon site is listed as priority 82 of approximately 540 sites; however, given many sites receive identical scores, 182 sites are ahead of the Tryon Site. Given the limits to NCDEQ funding for addressing PRLF sites, it is unlikely that this site will be addressed by NCDEQ for many years, possibly decades. Options for the site to receive attention sooner could include:

- **Pending redevelopment plans.** DWM's Guidelines state that remedial investigation (RI) activities are planned based on historical records, risks posed by current site conditions, and "any pending redevelopment plans." A restoration proposal is the most realistic potential trigger for DWM to engage this site out of queue order.
- **Local Government Reimbursement Program.** Because the Town of Tryon owns the parcel, it may conduct RI activities itself with DWM pre-approval and request reimbursement of assessment expenses under G.S. 130A-310.6(f). It is anticipated that this can fund the waste delineation and characterization that the restoration design needs regardless of the state's schedule.
- **Changed site conditions.** Documented erosion exposing waste into Vaughn Creek (for example, post-Helene bank scour or bank erosion hazard index documentation), migration of contamination beyond the property, or a threat to a sensitive environment are conditions the guidelines flag for prompt Unit attention and could raise the site's standing.

Existing Stream and Floodplain Conditions Assessment

The existing site has been subject to significant historic manipulation of the streams and floodplain. Vaughn Creek comes out of a confined and steeper valley upstream of the site into a broader alluvial valley through the site. All site streams have been relocated and straightened. Prior to more recent regulatory restrictions, streams were often moved against the valley wall or straightened to facilitate greater ease of management for agricultural or other site uses. Straightening may also involve physical deepening (dredging) and/or increase stream slope resulting in down-cutting and widening responses in the stream.

The following table has been developed to approximate anticipated geometry for natural stable streams based on the drainage area of the three site streams, based on regional geomorphic relationships from the North Carolina Mountain Regional Curve.

Table 1. Bankfull Regional Geometry and Flow Data

Parameter	NC Mountain Regional Curve ¹		
	Vaughn Creek (8.9 Sq. Mi.)	UT1 to Vaughn Creek (0.5 Sq. Mi.)	UT2 to Vaughn Creek (0.19 Sq. Mi.)
Bankfull Area (Abkf)	96 sq ft	13 sq ft	7 sq ft
Bankfull Discharge (Qbkf)	530 cfs	59 cfs	28 cfs
Bankfull Width (Wbkf)	43 ft	15 ft	10 ft
Bankfull Depth (Dbkf), average depth	2.2 ft	0.9 ft	0.7 ft

¹Harman, W.A., D.E. Wise, M.A. Walker, R. Morris, M.A. Cantrell, M. Clemmons, G.D. Jennings, D. Clinton, and J. Patterson, 2000. Bankfull Regional Curves for North Carolina Mountain Streams. Proceedings of the American Water Resources Association conference: Water Resources in Extreme Environments, Anchorage, Alaska, pp. 185-190.



In addition to addressing streambank erosion, invasive species and riparian buffer restoration are significant needs on the site. Apart from a volunteer planting effort downstream of the existing pedestrian bridge, the majority of the site is mowed to the top of bank or has invasive bamboo or kudzu growing along one or both banks. Near the top of the site, the right bank is bordered by an existing gravel driveway. Online documents indicate that controlled burning was implemented in early 2026 at the site. Additional documentation of existing conditions may be developed to support grant proposal information as the conceptual design progresses.

Conceptual Implementation Plan

Site Concepts

With input from Conserving Carolina and volunteers from the Town, Wildlands has developed the attached preliminary concept plan for the Site as a first draft of potential project activities that could be pursued as part of ecological and flood resiliency-focused site improvements. The concept plan includes:

- Stream restoration and realignment, floodplain benching and bank grading
- Removal of exotic bamboo from the riparian corridor
- Retaining an open field for active use opportunities in the vicinity of the culturally relevant baseball field
- Avoidance of impacts to the existing bridge over Vaughn Creek and the cultural marker (plaque)
- Potential plans for site parking/access enhancement and conceptual expansion of walking trails and extension of the upstream greenway
- Remedial actions for landfill waste as suggested below

Additional or alternative concepts may be developed based on input from the Town or other stakeholders during upcoming planned outreach efforts.

Pre-Regulatory Landfill Program Compliance

Any disturbance, excavation, relocation, or recapping of waste requires prior coordination with and approval from the DWM PRLF Unit (Inactive Hazardous Sites Branch). The February 2025 Guidelines for Addressing Pre-Regulatory Landfills and Dumps set the technical expectations any grading or waste-management plan must meet. The guidelines provide that remedial action plans (RAPs) should not include waste relocation or removal “unless the WDA is impacting a receptor.” In the case of the Tryon Refuse Disposal Site, the waste demonstrably sits in and along a Class C stream, which is a strong technical argument that relocation is the appropriate remedy.

Wildlands' proposed concept includes the excavation of waste from the bank and flood-bench footprint, upland consolidation of the waste outside the floodway and above seasonal high groundwater, and capping. Land use restrictions and/or institutional controls would likely be required. Further work and engagement with DWM is needed to define the scope of the remedial investigation (RI), which Wildlands anticipates would be initiated with waste delineation and may include:

- **Surface waste characterization** by mapping type, volume, and mobility of exposed debris, including erosional transport toward Vaughn Creek.
- **Geophysical survey** of the horizontal waste extent utilizing a specialized contractor to implement electromagnetic, ground-penetrating radar, or other technologies.



- **Boundary confirmation test pits or borings** around the geophysics-derived edge as geophysics alone does not satisfy the Unit's delineation standard.
- **Minimal surface water and sediment analytics** which may be necessary for the possible seep identified in 2008 and one upstream and one downstream surface water and sediment sample. If no off-Site disposal is proposed, that should limit the need for laboratory analysis.

Remedial Investigation (RI) Funding

Discussions with DWM are needed to determine whether they can cover the costs (or at least share costs) for a restoration/redevelopment project. Under a DWM approved work plan, the Town leads the remedial investigation and seeks reimbursement. Pathways for funding can include:

- **Partner with the PRLF program on a combined remedy and restoration**—Presenting the project as a joint remedy/restoration could accelerate state engagement and share costs.
- **Town-led assessment with state reimbursement**—The Town conducts the remedial investigation (waste delineation, test pits or borings, waste and media characterization, drum survey) under a Unit-pre-approved work plan and seeks reimbursement.
- **Fund the project under a DWM-approved plan**—The Town or another entity, possibly through an alternative grant program, funds the work under a RAP approved by DWM.

The following path is suggested as a potential sequence for moving this concept forward and identifying potential funding source(s):

1. Request a pre-application meeting with the PRLF Unit presenting the restoration concept, the waste-in-stream receptor argument, and the Town's interest, and inquire regarding:
 - Funding opportunities and how the Unit would sequence this site given "pending redevelopment plans".
 - Possible RI work plan including delineation utilizing geophysics plus test-pit delineation and determine the need for minimal analytics (three stream/seep locations).
 - Confirm that waste can be relocated and capped anywhere on the property, even if outside of the defined waste disposal area.
2. The Town submits a letter of interest under the Local Government Reimbursement Program and a pre-approved RI work plan.
3. Advance the concept plan and a RAP that includes an upland consolidation and cap area outside the floodway.

Summary of Next Steps

Wildlands recommends the following next steps toward implementation of the restoration and development of an improved community park:

- Initiate stakeholder and regulatory engagement, including with:
 - Representatives of the Town
 - Members of the public, including the Friends of Historic Ziglar Field, through a public engagement session
 - The DWM PRLF Unit, beginning with the pre-application meeting and Local Government Reimbursement Program sequence outlined above



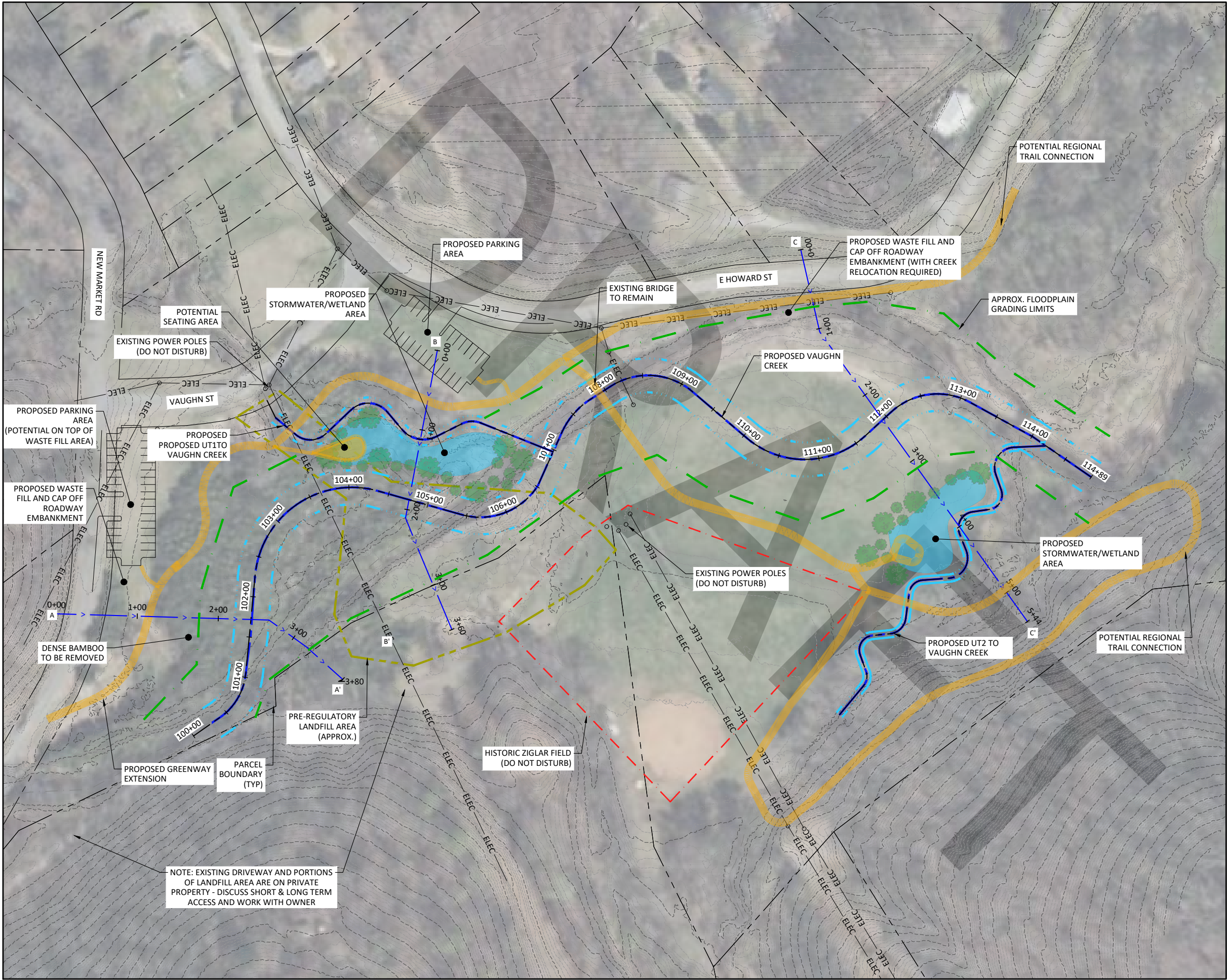
- Duke Energy and NCDOT regarding utility relocations and encroachment/driveway permitting
- Engage with neighboring landowners regarding temporary construction and permanent access easements for long-term park access.
- Complete due diligence research, including utility location work, review of deed information, and confirmation of any Town access rights at the New Market Road entrance.
- Following engagement with stakeholders and regulators, update the concept design and develop an opinion of probable cost for design, permitting, and construction.
- If directed by Conserving Carolina, consider expansion of the project corridor to connect with adjacent Conserving Carolina-held property, with phasing as necessary to incorporate additional stream and riparian buffer restoration work and greenway connections.
- Identify and pursue funding sources and make the package grant-ready.



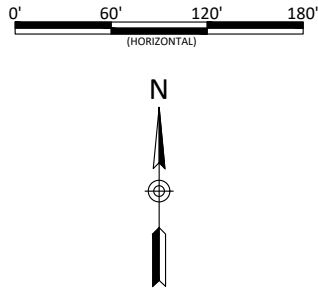
Attachment A: Preliminary Concept Plan

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NOTE: EXISTING DRIVEWAY AND PORTIONS OF LANDFILL AREA ARE ON PRIVATE PROPERTY - DISCUSS SHORT & LONG TERM ACCESS AND WORK WITH OWNER



Green Pacolet Watershed
Ziglar Field
Draft Concept Design
Plan View

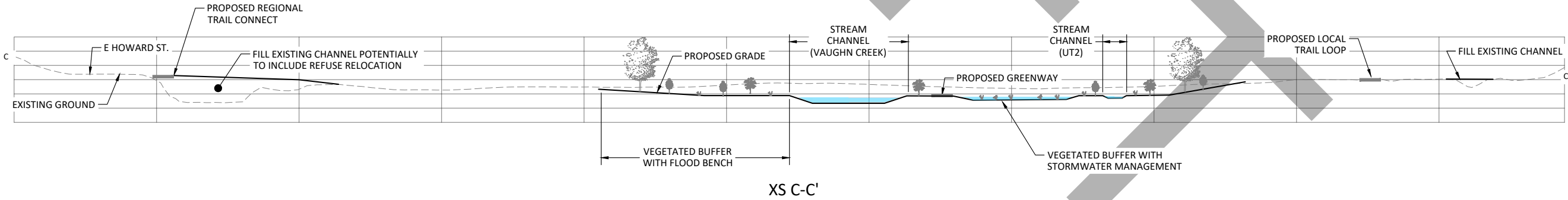
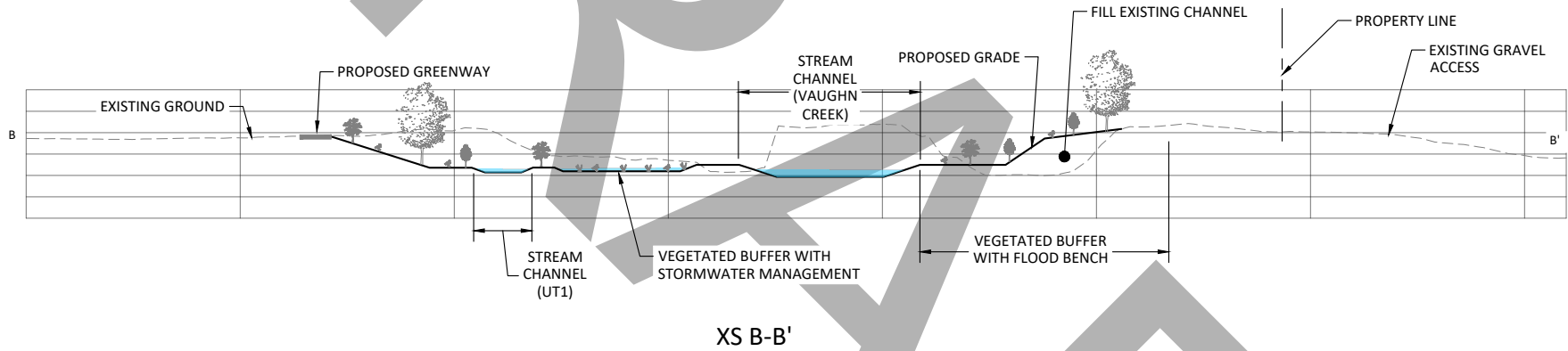
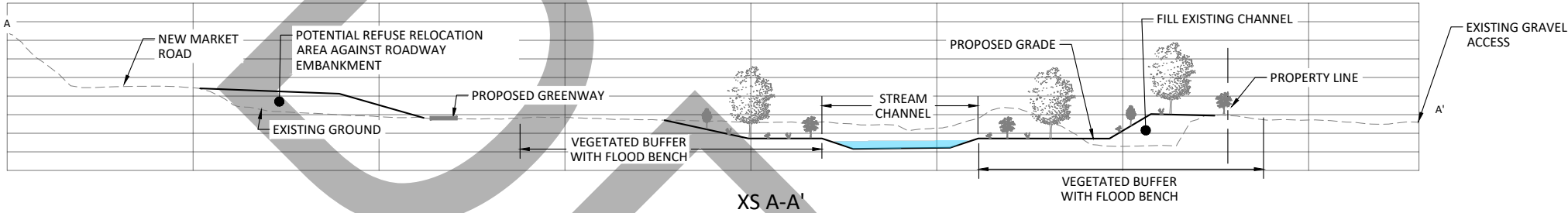
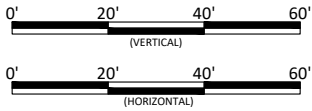
Revisions:	

Date:	07/15/26
Job Number:	W13623
Project Engineer:	KMB
Drawn By:	KMB
Checked By:	JPM

0.1

Sheet

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Green Pacolet Watershed

Ziglar Field

Draft Concept Design
Cross Sections

Revisions:	

Date:	07/15/26
Job Number:	W13623
Project Engineer:	KMB
Drawn By:	KMB
Checked By:	JPM

0.2

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Attachment B: Deeds and Tax Parcel Report (Appendix A of the Site Summary Report—Tryon Refuse Disposal (Site ID No. NONCD0000504), prepared by Marshall Miller & Associates, Inc. for NCDENR [now NCDEQ], May 2, 2008)

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APPENDIX A

Polk County Register of Deeds – Deeds
Polk County Tax Department – Tax Parcel Report

NORTH CAROLINA, POLK County

THIS DEED, Made This 8th day of January, A.D. 1966,
by GWENDOLYN ZIGLER MILLER and FLOYD MILLER, her husband,

of Polk County and State of North Carolina, parties
of the first part, to TOWN OF TRYON, a municipal corporation, and one of
the political subdivisions of the State of North Carolina,

of Polk County and State of North Carolina, party
of the second part:

WITNESSETH, That said parties of the first part

in consideration of
TEN DOLLARS and other valuable considerations Dollars,

to them paid by the party of the second part,

the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do
grant, bargain, sell and convey to said party of the second part, its successors

and assigns, a certain tract or parcel of land in Tryon Township,

Polk County, State of North Carolina, adjoining the
lands of

and others and bounded as follows, viz.:

BEGINNING at an iron pin, a common corner with a baseball field owned by the Town of Tryon, and running thence North 64° West 149 feet to an iron pin; thence South 81° 45' West 205 feet to an iron pin; thence South 53° 45' West 161 feet to an iron pin; thence North 8° East 372 feet to an iron pin; thence with Muriel Zigler's new line along the center, more or less, of the bed of Vaughn's Creek, the following twelve calls: North 24° East 100 feet to a point; North 19° East 140 feet to a point; North 42° 30' East 84 feet to a point; North 80° East 98 feet to a point; North 14° 30' East 71 feet to a point; North 76° East 152.4 feet to a point; North 58° East 57 feet to a point; South 1° East 56 feet to a point; South 36° 30' East 91 feet to a point; North 60° East 154 feet to a point; North 8° West 84 feet to a point; North 10° East 100 feet to an iron pin on the bank of the said Vaughn's Creek; thence South 56° 30' East 154 feet to an iron pin; thence South 35° West 400 feet to an iron pin; thence South 10° West 569 feet to the BEGINNING, containing 6.78 acres more or less, and being part of the same land conveyed from J.T. Green and Sallie E. Green, his wife, et al to Jesse Zigler and Hattie N. Zigler, his wife, by deed dated May 17, 1948, and recorded in Book 102, Page 178, Office of Register of Deeds for Polk County, the said Jesse Zigler having died during the year 1951.

Reference is hereby made to a plat entitled "Lands of Gwendolyn Miller and Muriel Ziglar," prepared by E.H. Gibbs, Registered Surveyor, and dated August 6, 1964, in aid of the foregoing description, said plat being filed as part of the special proceeding hereinabove referred to.

8
To HAVE AND TO HOLD the aforesaid tract or parcel of land, and all privileges and appurtenances thereto be-
longing, to the said party of the second part, its successors

and assigns,
to its only use and behoof forever.

And the said parties of the first part
for themselves and their heirs, executors and administrators, covenant with said
party of the second part, its successors

and assigns, that they are
seized of said premises in fee and have the right to convey in fee simple; that the same are free and clear
from all encumbrances and that they do hereby forever warrant and will forever defend the said
title to the same against the claims of all persons whomsoever.

In TESTIMONY WHEREOF, the said parties of the first part

have hereunto set their hands and seal s, the day and year first above written.



Gwendolyn Ziegler Miller [SEAL]

FLOYD MILLER

[SEAL]

[SEAL]

[SEAL]

STATE OF NORTH CAROLINA, POLK County.

I, Elizabeth H. Patty, Notary Public, do hereby certify that

GWENDOLYN ZIEGLER MILLER and FLOYD MILLER, her husband,

personally appeared before me this day and acknowledged the due execution of the annexed deed of conveyance.

Witness my hand and notarial seal, this 17th day of January

My commission expires Aug 21, 1967 Elizabeth H. Patty



STATE OF NORTH CAROLINA, Polk County.

The foregoing certificate of Elizabeth H. Patty

a Notary Public of Polk County, State of North Carolina, is adjudged to

be correct. Let the instrument, with the certificates, be registered.

Witness my hand and official seal, this 17 day of January, A.D. 1966

Robert S. McFarlane

Clerk Superior Court

POSTED TO TRANSFER LEDGER

(17-91-22)

STATE OF NORTH CAROLINA

Polk County

Office of Register of Deeds

FILED for record this 17 day of

Jan at 9 o'clock A.M.

and duly registered in said office this

17 day of Jan, 1966, in

book 167 page 18

James M. McGinnis

Register of Deeds

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STATE OF NORTH CAROLINA
COUNTY OF POLK

IN THE SUPERIOR COURT

THE TOWN OF TRYON, a Municipal
Corporation,
Petitioner

vs.

MURIEL ZIEGLER, by and through
her General Guardian, NORTH CAROLINA
NATIONAL BANK, INC.,
Respondent

JUDGMENT

THIS CAUSE coming on to be heard and being heard before
The Honorable Robert S. McFarland, Clerk of the Superior Court of
Polk County, North Carolina, at his office in the Polk County Court-
house in Columbus, North Carolina;

AND it appearing to the Court that the respondent, Muriel
Zigler has been duly and properly served with Summons. That the
said Muriel Zigler is a minor under the age of twenty-one (21)
years. That the North Carolina National Bank, Inc. is the duly
qualified and acting General Guardian for the minor Muriel Zigler,
having been appointed by the Clerk of the Superior Court of Polk
County, North Carolina. That Muriel Zigler, by and through her
General Guardian, the North Carolina National Bank, Inc. has filed
an Answer in this cause admitting all of the allegations contained
in the Petition to Condemn filed herein by the Petitioner. That at
this hearing, the Petitioner is represented by Fred D. Hamrick, Jr.,
Attorney at Law, Rutherfordton, North Carolina and the proper
Muriel Zigler and her General Guardian, the North Carolina National
Bank, Inc. are represented by Mr. J. Hamrick, Jr., Attorney at Law,
Rutherfordton, North Carolina, of the firm of Hamrick, Jr. &
Based upon the pleadings and evidence offered at the hearing, the
Court makes the following findings of fact and conclusions of law:

(1) That the petitioner, the Town of Tryon, is a municipal
corporation duly organized and existing under the laws of the State
of North Carolina, and is situated in the County of Polk in said
State. That said Town of Tryon is duly a municipal corporation and
under the laws of the State of North Carolina and by its corporate char-
ter to carry on all functions of a municipal corporation and
particularly the function of developing, maintaining, and construct-
ing a sewerage system adequate to meet the needs of the Town of
Tryon and all its citizens and residents.

And when necessary, the Petitioner has, under the laws of North Carolina, the right to condemn land and rights of way for the purpose of constructing, maintaining, and operating a sewerage system adequate to meet its needs.

(2) That the Petitioner proposes in good faith to construct a new sewerage disposal plant and adequate sewer lines from its existing system to said sewerage disposal plant and to maintain said plant and lines in order to properly meet the needs of the town's citizens and residents for sewerage disposal.

(3) That in order for Petitioner to construct its new sewerage disposal plant and the necessary sewer lines connecting said plant to the present sewer systems of the town of Tryon, it is necessary for Petitioner to acquire title in fee simple to the 6.61 acre tract of land described in Paragraph Seven (7) of the Petition filed herein.

(4) That prior to the institution of this proceeding, the Petitioner made every reasonable effort to reach an agreement with respondent to purchase her undivided interest in and to the lands and rights of way described in the Petition and was unable to agree with the respondent on an amount of consideration for said land.

(5) That the Petitioner has the right to condemn the land sought to be condemned by the Petitioner in this proceeding.

(6) That the Petitioner has offered the said Muriel Zigler by and through her General Guardian, the North Carolina National Bank, Inc., the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS in full satisfaction and settlement of its ward's interest in and to the real property hereinabove referred to. That the said Muriel Zigler, acting by and through her General Guardian, the North Carolina National Bank, Inc., in its Answer filed by it sets forth in its opinion the said sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS is a fair, reasonable and adequate sum to be paid to the said Muriel Zigler for her entire fee simple interest in and to the land described in the Petition filed in this cause.

(7) That the Court finds as a fact that the offer of the Petitioner is fair and reasonable and that it is just and to the best interest of the respondent, Muriel Zigler, minor, that said settlement be approved; and the Court further finds as a fact that the approval of said settlement will promote the best interest of Muriel Zigler, minor.

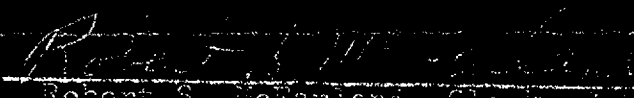
82

East 152.4 feet to a point; North 58 degrees East 57 feet to a point; South 1 degree East 56 feet to a point; South 36 degrees 30 minutes East 91 feet to a point; North 60 degrees East 154 feet to a point; North 8 degrees West 84 feet to a point; North 10 degrees East 100 feet to an iron pin on the bank of said Vaughns Creek; thence North 56 degrees 30 minutes West 510 feet to an iron pin; thence South 31 degrees West 885 feet to a point in the center of Vaughns Creek; thence with said creek the following three calls: South 43 degrees 30 minutes East 100 feet to a point, South 63 degrees 30 minutes East 68 feet to a point, and South 74 degrees East 115 feet to the BEGINNING, containing 6.61 acres, more or less, and being part of the same land conveyed from J. T. Green and Sallie E. Green, his wife, et als, to Jesse Zigler and Hattie N. Zigler, his wife, by deed dated May 17, 1948, and recorded in Book 102, Page 176, Office of Register of Deeds of Polk County, North Carolina, the said Jesse Zigler having died during the year 1951.

AND IT IS FURTHER ORDERED, ADJUDGED and DECREED that the respondent Muriel Zigler, acting by and through her General Guardian, The North Carolina National Bank, Inc. shall have and recover of the Petitioner the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS as full compensation for her entire fee simple interest in and to the land hereinabove described. And that the Petitioner is taxed with the costs of this proceeding.

Let this Judgment be recorded in the Office of the Register of Deeds of Polk County, North Carolina, and indexed as a conveyance from Muriel Zigler, minor, to the Town of Bryon.

This the 15th day of August, 1968.


Robert S. McFarland, Clerk of the
Superior Court, Polk County, N. C.

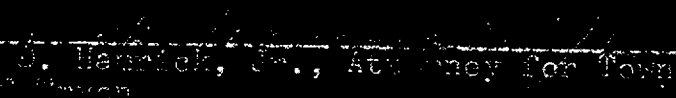
CONSENTED TO:


NORTH CAROLINA NATIONAL BANK, INC.


Horace A. Smith, Vice Pres-
General Guardian of Muriel Zigler

HARRICK & HARRICK


J. Lee Harrick, Attorney for Muriel
Zigler and The North Carolina National
Bank, General Guardian of Muriel Zigler


Fred S. Harrick, Jr., Attorney for Town
of Bryon

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The above entitled cause coming on to be heard and being heard before His Honor Lacy H. Thornburg;

AND it appearing to the Court that the foregoing Judgment is in all respects correct and proper.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED that the foregoing Judgment of the Superior Court of Polk County, North Carolina, is in all respects ratified, approved and affirmed.

This the 10th day of August, 1968.

STATE OF NORTH CAROLINA
COUNTY OF POLK

Lacy H. Thornburg
Lacy H. Thornburg, Judge Presiding

I, ROBERT S. MCFARLAND, Clerk of the Superior Court for said county here certify the foregoing to be a true and correct copy of the judgment entered IN RE Case No. 5643 - The Town of Tryon, a Municipal Corporation, Petitioner, vs. Muriel Zigler and Muriel Zigler by and through her Guardian, Respondents, as appears on file in this office. The said judgment is hereby ordered registered in the Office of the Register of Deeds of Polk County in accordance with the applicable Statutes of the State of North Carolina.

This 30th day of August, 1968.

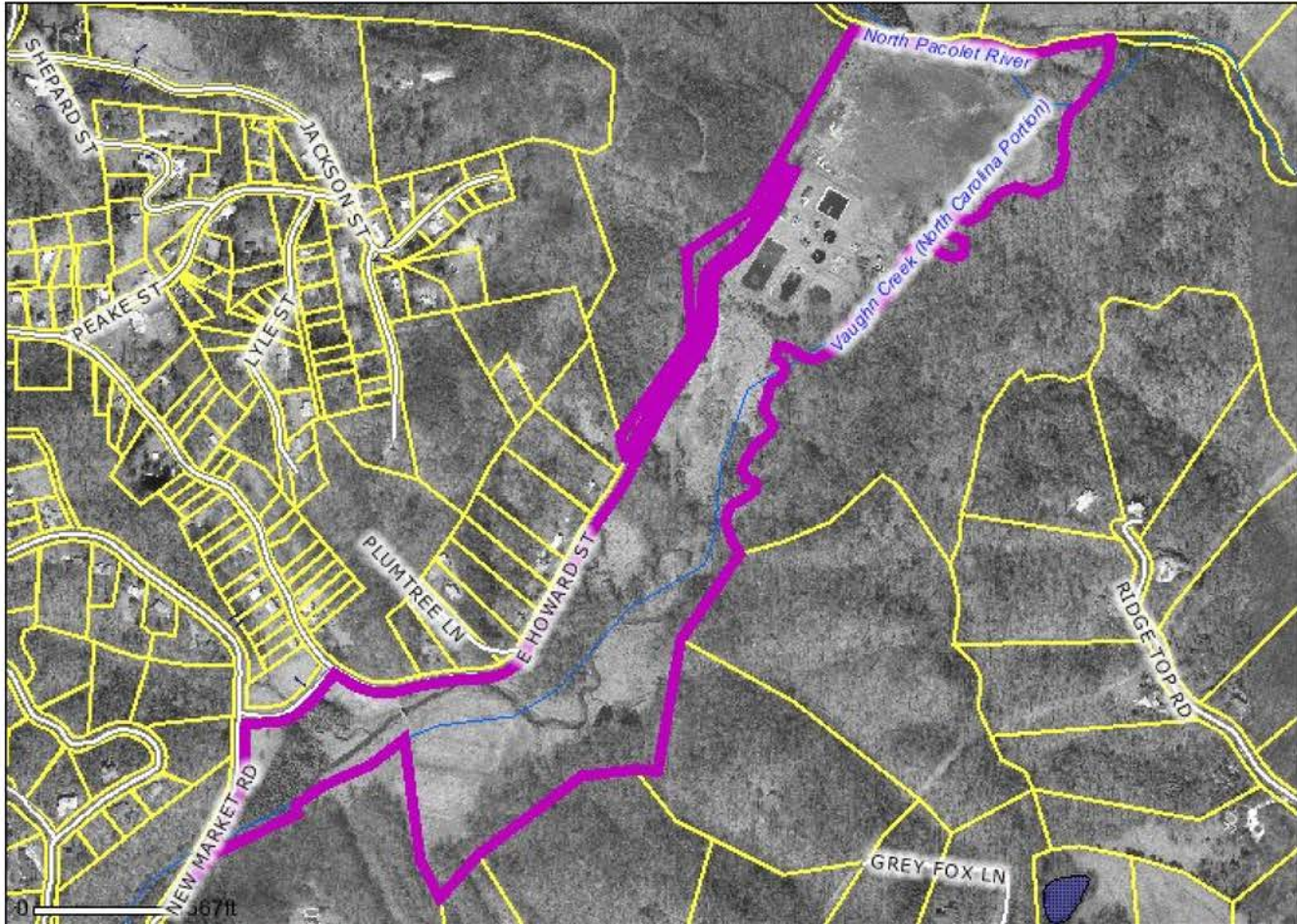
Robert S. McFarland
Robert S. McFarland
Clerk of the Superior Court

NORTH CAROLINA, POLK COUNTY

The foregoing certificate of Robert S. McFarland, Clerk of Court
Notary Public/Notary Public is/are certified to be correct.
This instrument was filed for registration on the 10th day
of September, 1968, at 4 o'clock
P.M. and recorded in this office in Book 146
Page 82

W. Owen M. Seagren
Register of Deeds

By: L. Eugene S. Hammond
Attest: My Guardian

Polk County, NC - Tax Parcel Report**Date:** January 25, 2008**Parcel Number:** P49-13**Owner Name:** TOWN OF TRYON**Owner Address:** .**Deeded Acres:** 53.340000000000003**Deed Book and Page:** 146, 82***WARNING: THIS IS NOT A SURVEY!***

This map is prepared for the inventory of real property found within Polk County, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this map. Polk County and the mapping and software companies assume no legal responsibility for the information contained on this map.

Friday, 1/25/2008



Notes:

Attachment C: Aerial Photographs (Appendix F of the Site Summary Report—Tryon Refuse Disposal (Site ID No. NONCD0000504), prepared by Marshall Miller & Associates, Inc. for NCDENR [now NCDEQ], May 2, 2008)

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APPENDIX F

Aerial Photographs

Polk County Soil and Water Conservation District, 1939

Polk County Soil and Water Conservation District, 1951

Polk County Soil and Water Conservation District, 1956

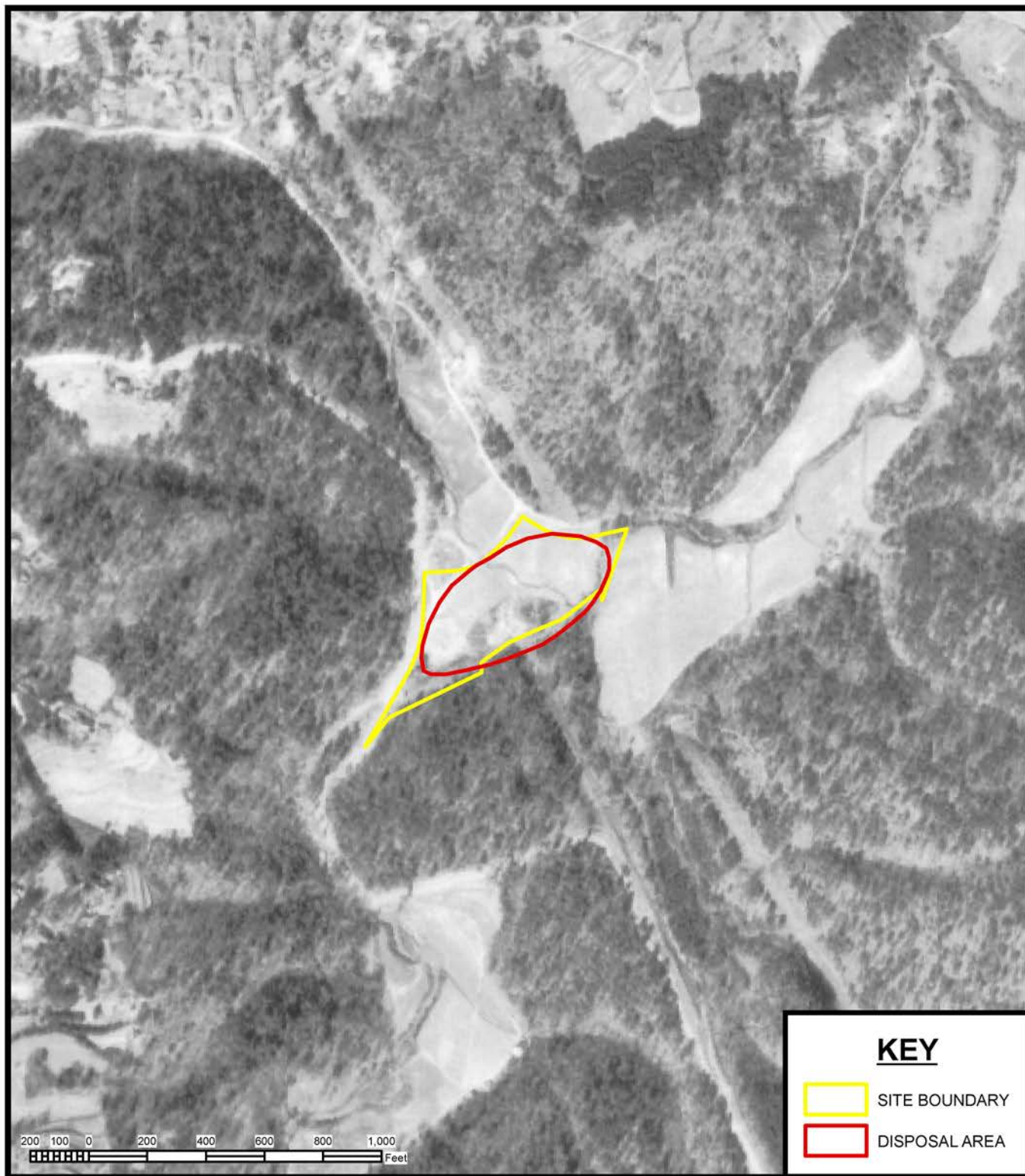
Polk County Soil and Water Conservation District, 1967

Polk County Soil and Water Conservation District, 1975

Polk County Soil and Water Conservation District, 1985

United States Geological Survey, 1999

National Agricultural Imagery Program, 2005



AERIAL PHOTOGRAPH 1939

Prepared by:



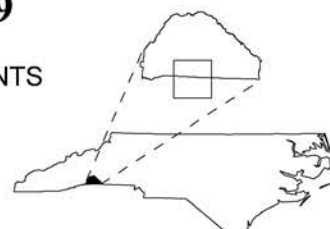
NCUL118 03/2007

SOURCE:
Polk County Soil and Water Conservation
District, Frame BOR-42-04 (8-A)

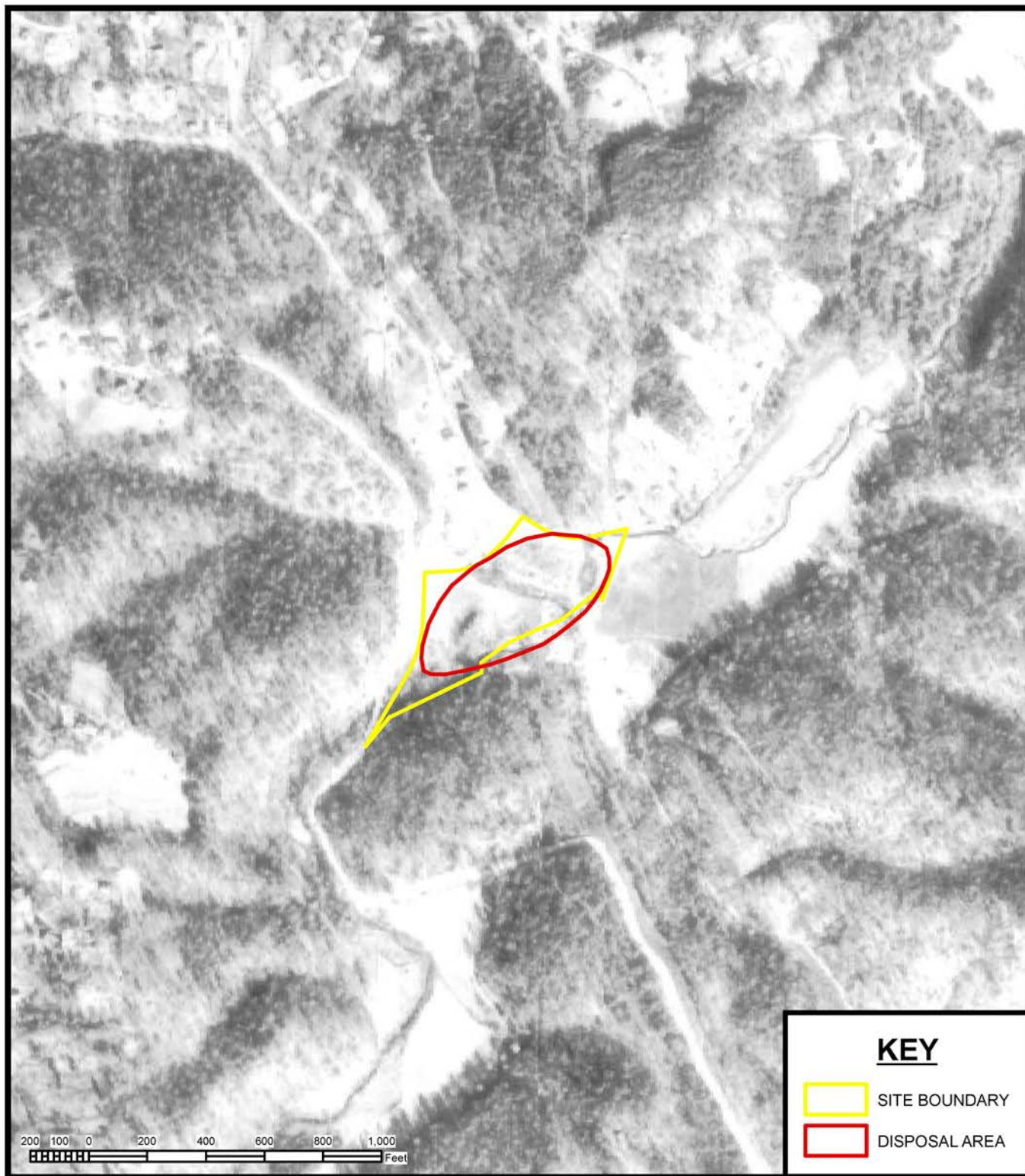
NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION



AERIAL PHOTOGRAPH 1951

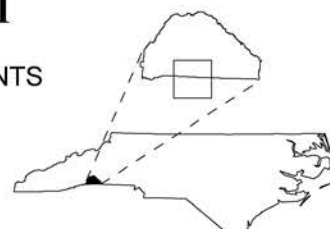
Prepared by:
MARSHALL MILLER & ASSOCIATES
NCUL118 03/2007

SOURCE:
Polk County Soil and Water Conservation
District, Frame BOR-56-58 (9-B)

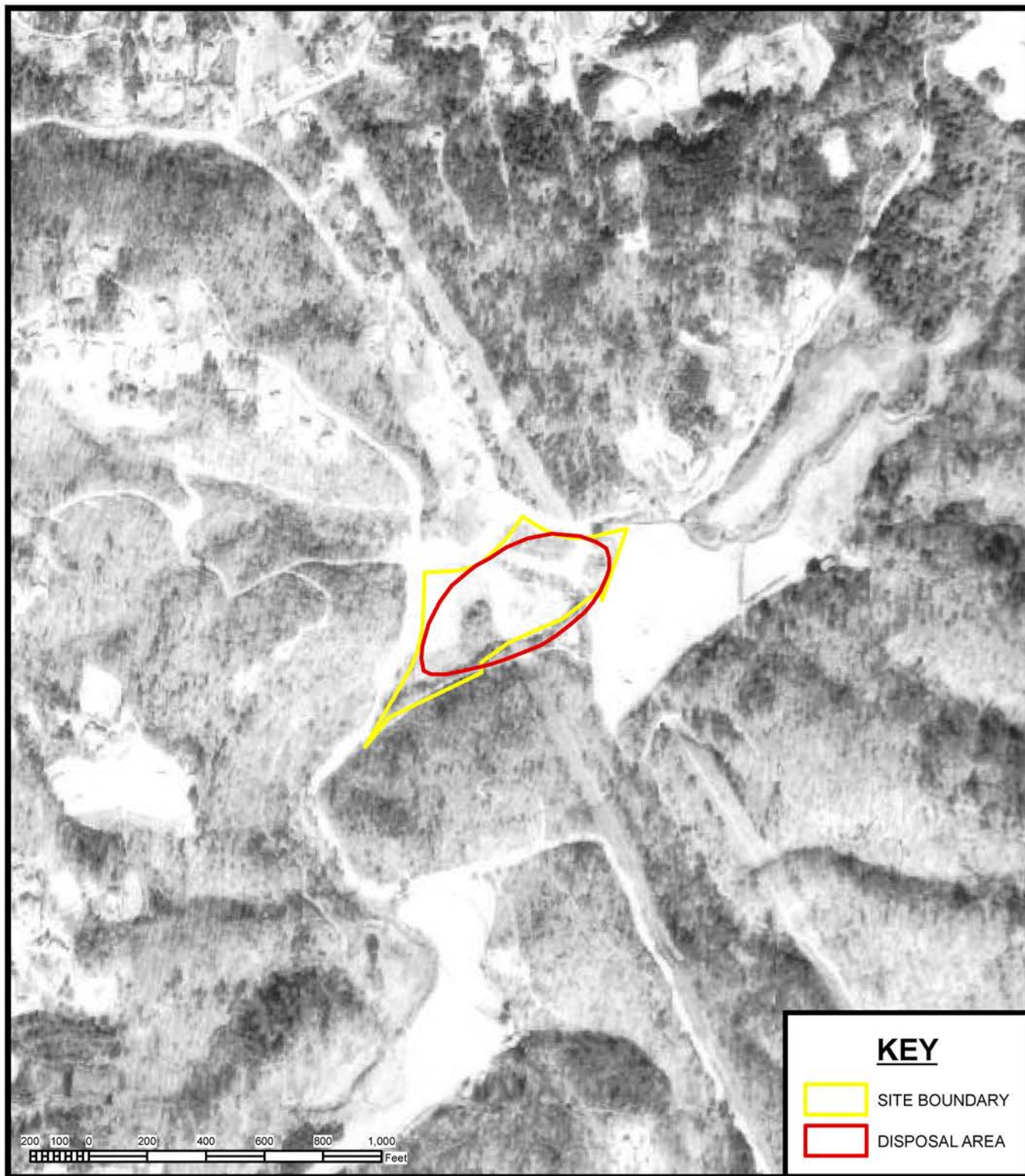
NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION



AERIAL PHOTOGRAPH 1956

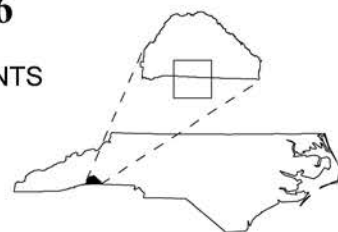
Prepared by:
MARSHALL MILLER & ASSOCIATES
NCUL118 03/2007

SOURCE:
Polk County Soil and Water Conservation
District, Frame BOR-1P-85

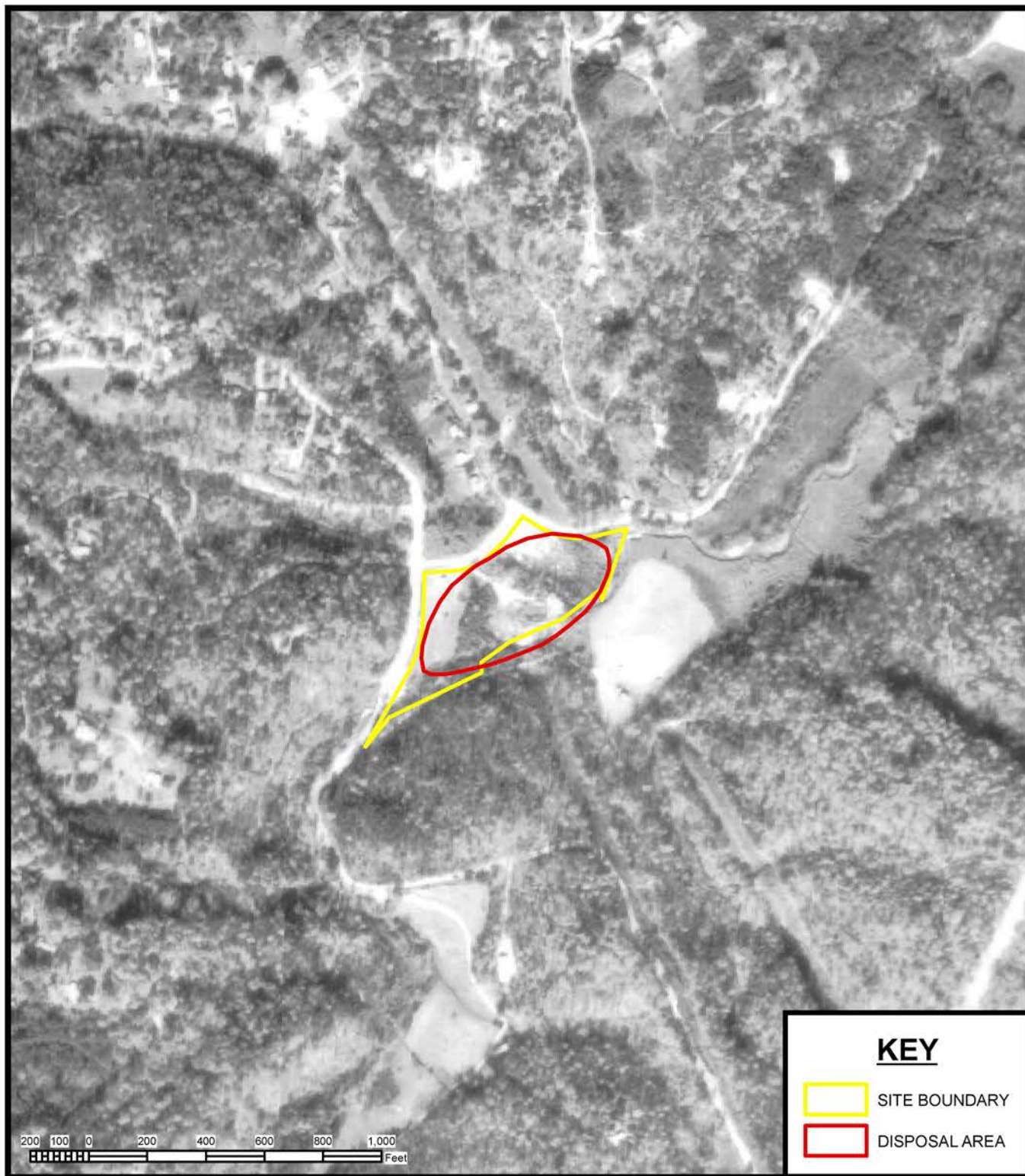
NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION

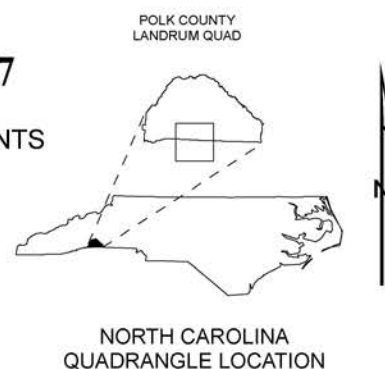


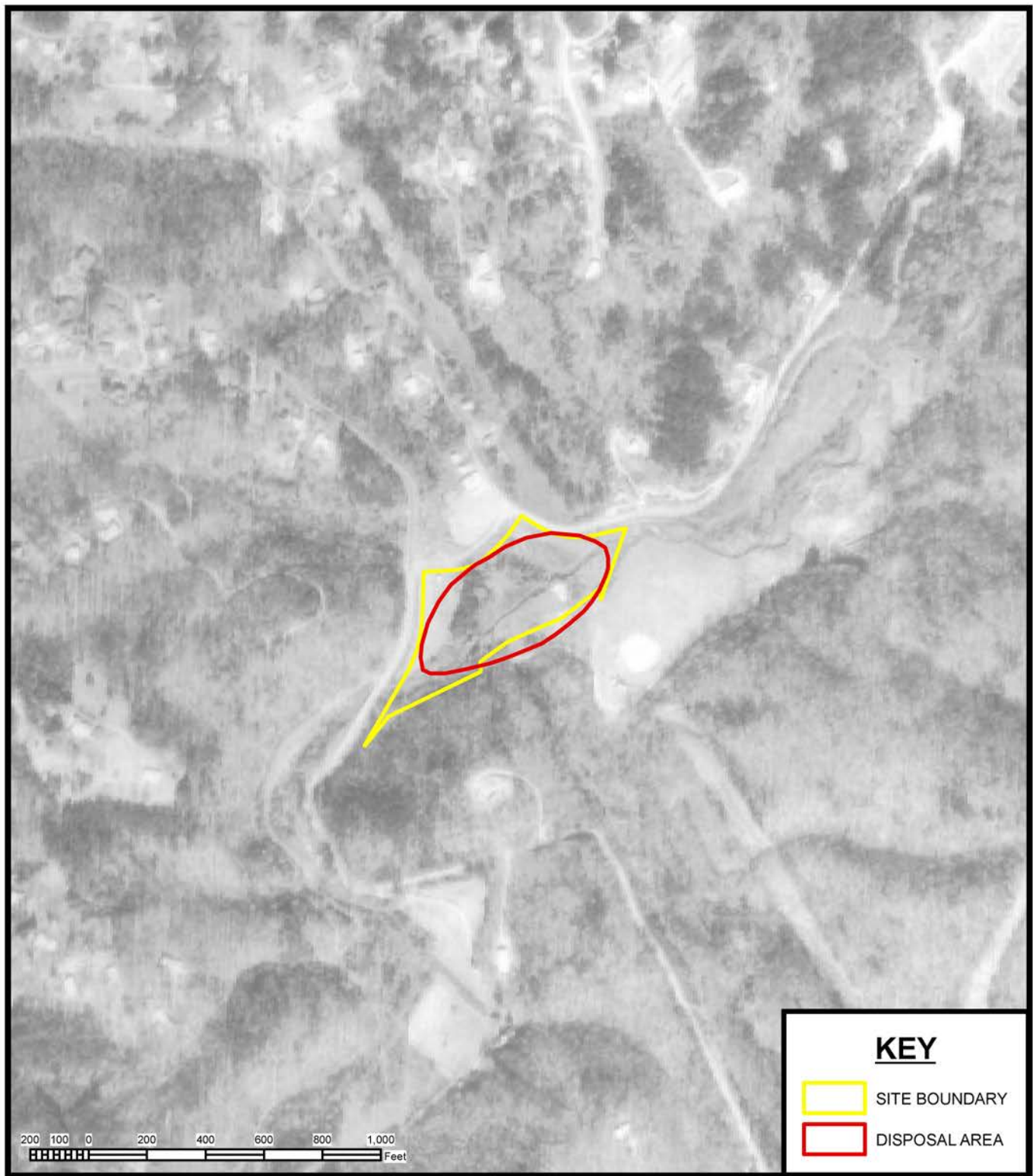
AERIAL PHOTOGRAPH 1967

NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

Prepared by:
MARSHALL MILLER & ASSOCIATES
NCUL118 03/2007
SOURCE:
Polk County Soil and Water Conservation
District, Frame BOR-2JJ-257





AERIAL PHOTOGRAPH 1975

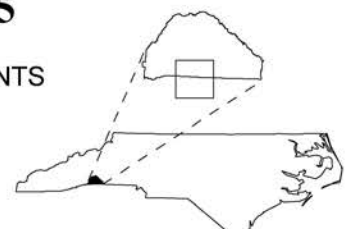
Prepared by:
MARSHALL MILLER & ASSOCIATES
NCUL118 03/2007

SOURCE:
Polk County Soil and Water Conservation
District, Frame POLK-40

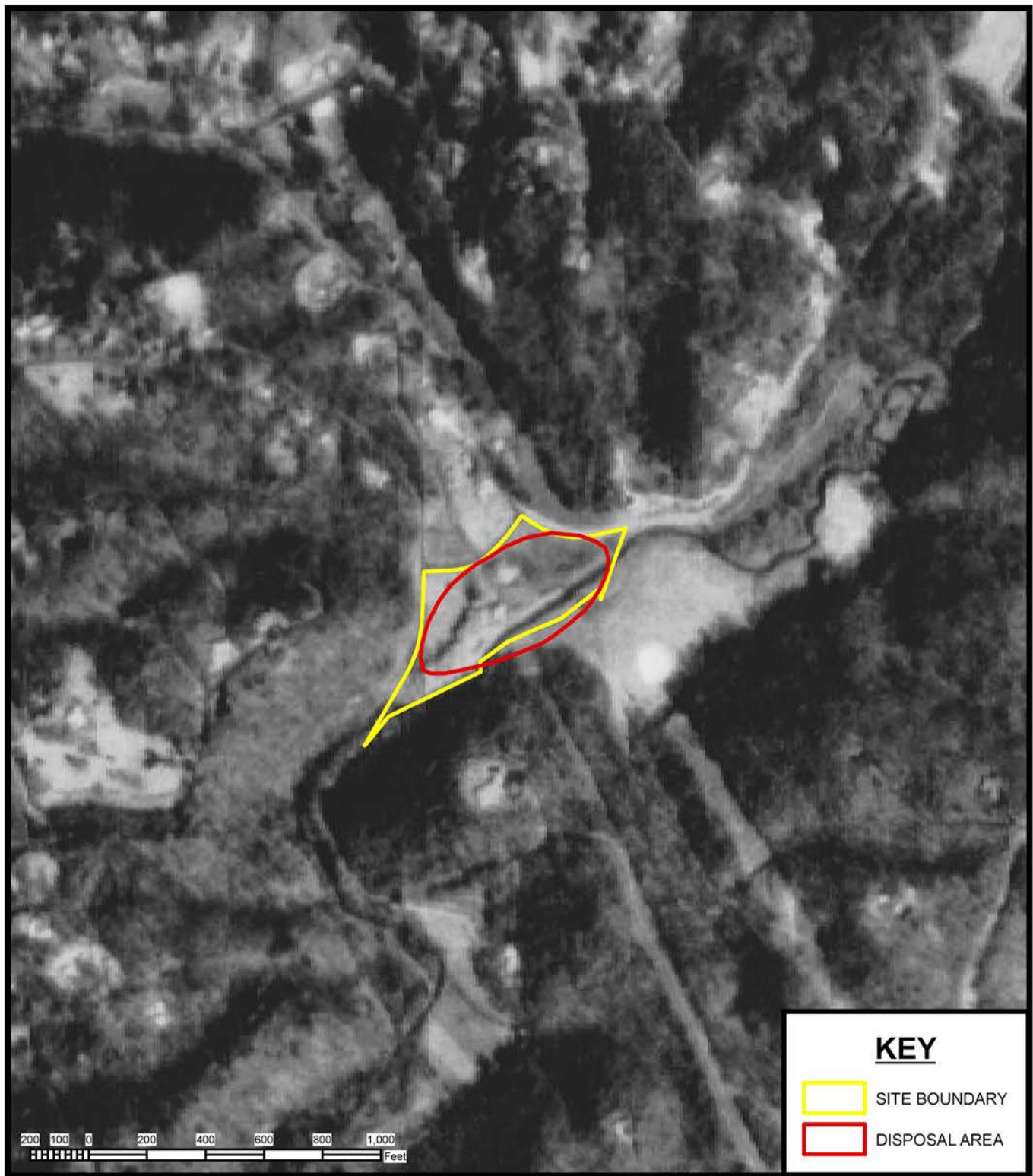
NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION



AERIAL PHOTOGRAPH 1985

NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

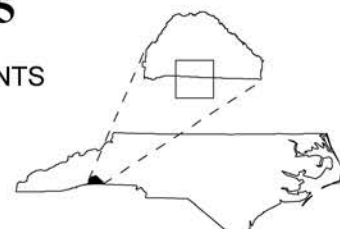
Prepared by:



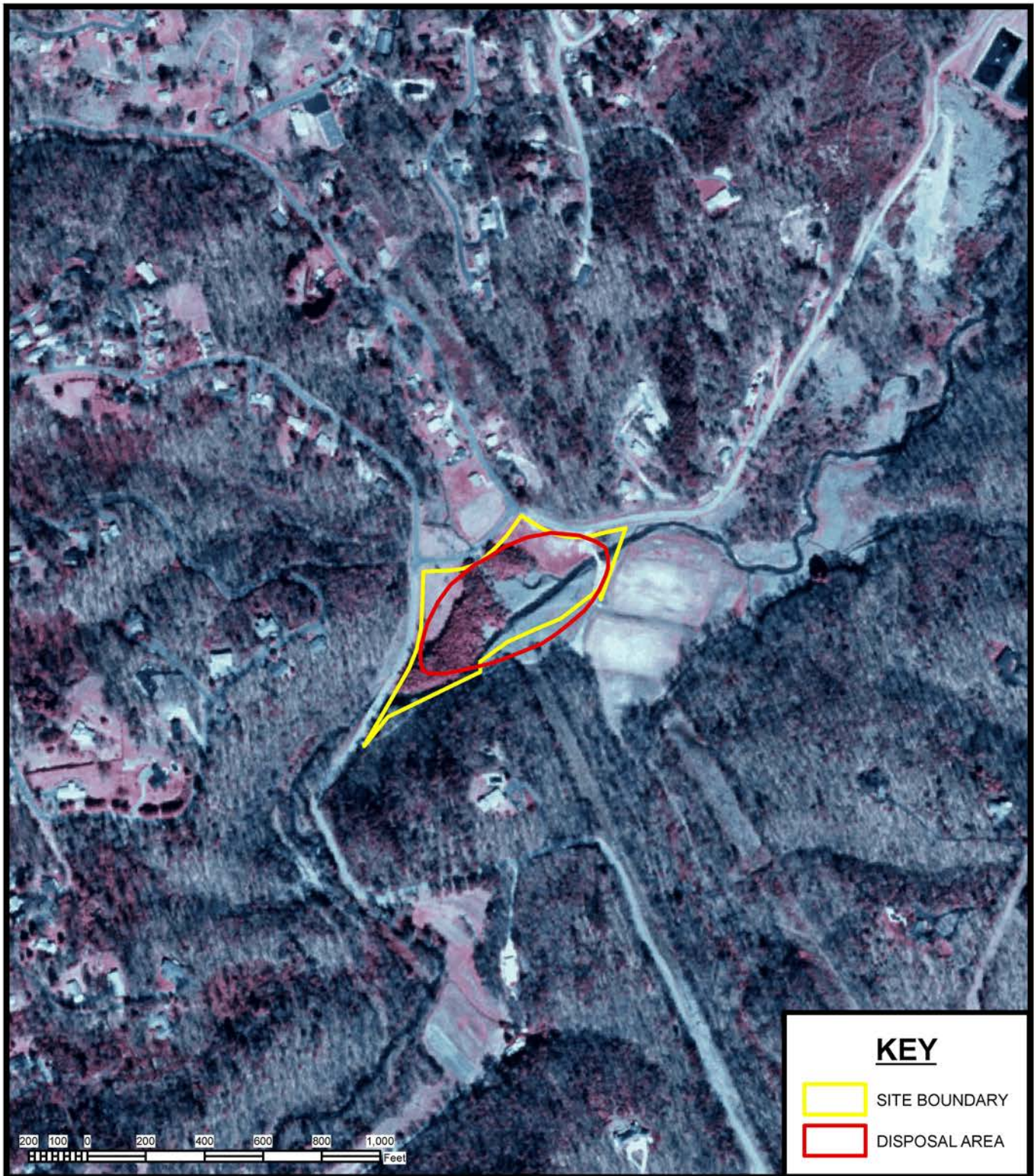
NCUL118 03/2007

SOURCE:
Polk County Soil and Water Conservation
District, Frame 227-23

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION



AERIAL PHOTOGRAPH 1999

Prepared by:



NCUL118

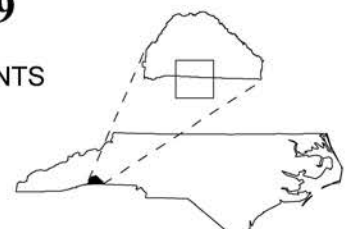
03/2007

SOURCE:
United States Geological Survey
Digital Orthophoto Quadangle
Landrum, NC 1999

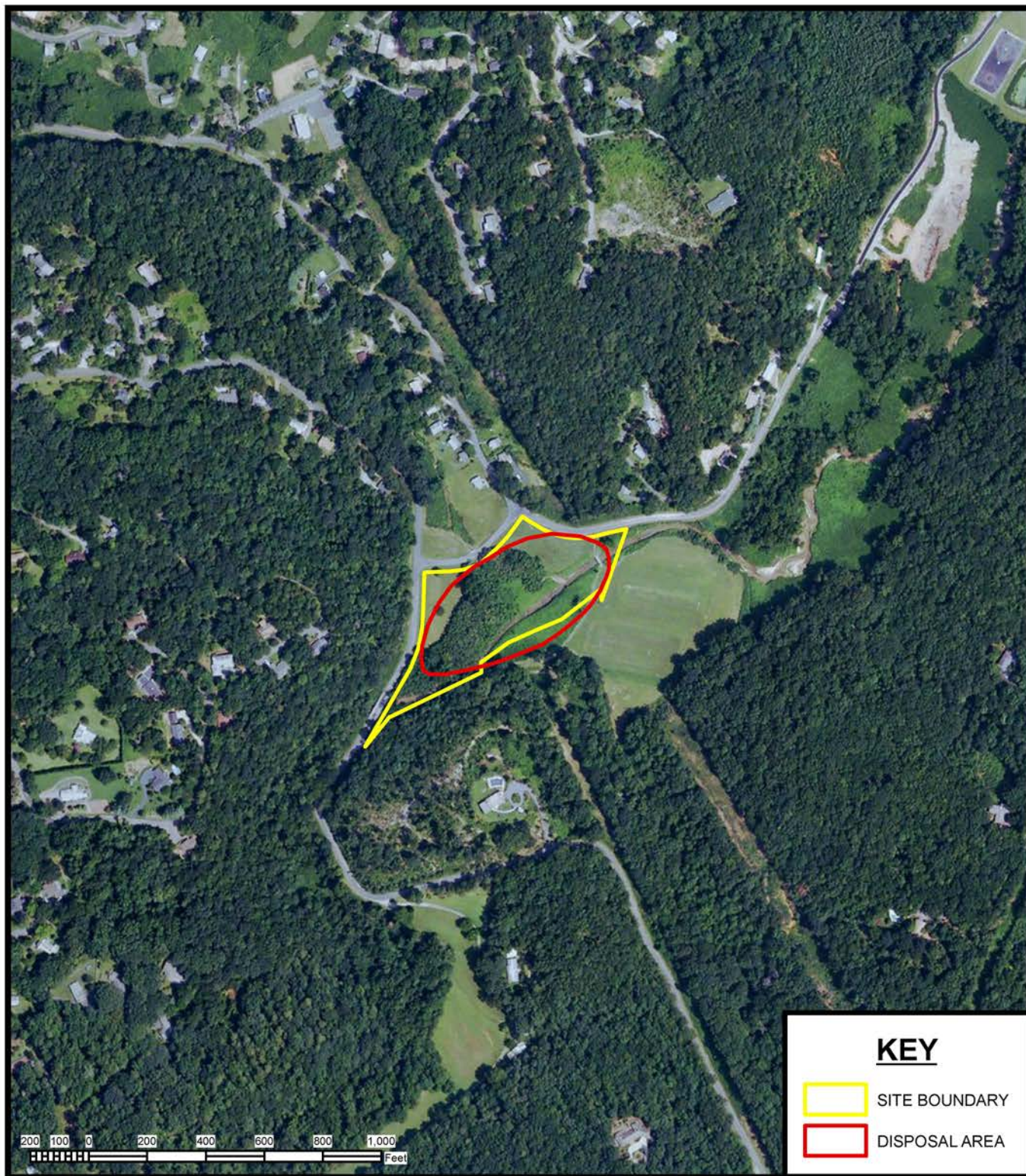
NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION



AERIAL PHOTOGRAPH 2005

Prepared by:



NCUL118

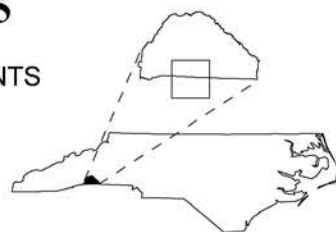
03/2007

SOURCE:
National Agricultural Imagery Program
1 Meter Natural Color NAIP

NCDENR/OLD UNLINED LANDFILL ASSESSMENTS
TRYON REFUSE DISPOSAL
NONCD0000504
TRYON, POLK COUNTY,
NORTH CAROLINA

1 inch equals 500 feet

POLK COUNTY
LANDRUM QUAD



NORTH CAROLINA
QUADRANGLE LOCATION

AGENDA ITEM

DATE: September 15, 2026

TO: Mayor and Town Commissioners

CC: North Carolina Local Government Commission

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

PRESENTERS: Jim Fatland, Town Manager

Chuck Sherbert, Street/Sanitation Supervisor

Andrew McCallister, Water Distribution/Sewer Collections Supervisor

SUBJECT: FY27 Capital Equipment Financing for Vehicles and Equipment

BACKGROUND: The Tryon Board of Commissioners approved the purchase of new vehicles in the FY27 Budget for the Street Department (General Fund) and Sewer Collections Department (Water & Sewer Department). In addition, we are including a side arm mower that was purchased in FY26 Budget Year. A summary of the approved equipment to be financed is shown below.

Side Arm Mower	\$157,020
Sewer Jet Rodder	\$82,734
2025 F350 (12 Foot Flat Dump	\$74,492
Mack Grapple Truck	\$159,900

Home Trust Bank provided the Town with the best interest rate at ? with no closing costs. Repayment of the loan will be on a monthly basis.

RECOMMENDATION:

- 1) Approve Resolution Authorizing Application for Capital Equipment Financing with Local Government Commission
- 2) Approve Resolution Authorizing the Capital Equipment Financing with Home Trust Bank for Vehicles and Equipment
- 3) Approve Finance Agreement with Home Trust Bank

FISCAL IMPACT: The FY27 Adopted Budget included Loan Proceeds and Estimated Annual Debt Service for the General Fund and Water & Sewer Fund

**RESOLUTION AUTHORIZING THE FILING OF AN
APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT
FOR VEHICLES AND EQUIPMENT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTE 160A-20**

WHEREAS, the Town of Tryon, North Carolina desires to finance the purchase of Vehicles and Equipment (the "Project") to better serve the citizens of Tryon, North Carolina; and

WHEREAS, The Town of Tryon desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Tryon, North Carolina, meeting in regular session on September 15, 2026 make the following findings of fact:

1. The contract is necessary or expedient because financing the purchase of street, sanitation and sewer equipment and vehicles enables the Town to allocate the cost over several years.
2. The use of installment financing instead of bond financing is prudent since the useful life of the asset is less than fifteen years.
3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the Town through installment financings can spread the cost over several years in lieu of paying cash.
4. The Town of Tryon, North Carolina debt management procedures and policies are good because ongoing revenue is sufficient to cover the costs of operations, maintenance and debt service.
5. The increase in taxes necessary to meet the sums to fall due under the proposed contract will be \$43.78 cents per \$100 valuation and is not deemed to be excessive.
6. The Town of Tryon, North Carolina is not in default in any of its debt service obligations.

7. The attorney for the Town of Tryon, North Carolina has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Town Manager/Finance Officer is hereby authorized to act on behalf of the Town of Tryon in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 15th day of September 2026. The motion to adopt this resolution was made by Commissioner

Mayor

ATTEST:

Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted
by the Town of Tryon board of Commissioners the 15th day of
September 2026.

Town Clerk

Date

Governing Body Resolution

of the

Town of Tryon

(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the “Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing,” a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 15 day of September, 2026, as it appears of record in its official minutes.

Town of Tryon

(Name of Unit of Local Government)

By: _____
(Mayor, or Board Chair)

ATTEST:

(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this 15 day of September, 2026 by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the "Fund"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney's fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina, 27601, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would

have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

INTERLOCAL RISK FINANCING FUND
OF NORTH CAROLINA

BY: _____

Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

BY: _____

Executive Director
Administrator

Town of Tryon

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

BY: _____

(Mayor, or Board Chair)

Governing Body Resolution

of the

Town of Tryon

(Name of Unit of Local Government)

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY and have agreed to pool the risks of their workers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Workers' Compensation Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Agency and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool for Workers' Compensation Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 15 day of September, 2026, as it appears of record in its official minutes.

Town of Tryon

(Name of Unit of Local Government)

By: _____
(Mayor, or Board Chair)

ATTEST: _____
(Clerk, or Secretary to the Board)

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR WORKERS' COMPENSATION RISK SHARING**

This Agreement, made and entered into in duplicate originals this 15 day of September, 2026, by and between all the parties who are now, or may hereafter become, members of the North Carolina Interlocal Risk Management Agency (hereinafter "Agency"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Agency and have agreed to pool the risk of their work-ers' compensation liabilities and payment of claims for employers' liability coverage pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Agency have agreed upon designation of a Board of Trustees to direct the affairs of the Agency, to adopt rules, regulations, policies, and bylaws for implementing and administering the Agency, and to pass upon the admissibility of future mem-bers of the Agency; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Agency, subject to the provisions of this Agreement and the policies adopted by the Trustees, and;

WHEREAS, by this Agreement the Agency will undertake to discharge, solely from the assets of this Agency, by payment, any lawful workers' compensation and employers' liability claims against any member of the Agency, which awards shall have been sustained by final judgment where suit shall have been filed, or by the rules of the Agency if settlement is made before suit is filed; and

WHEREAS, the members of the Agency agree to pay premiums and/or contributions based upon appropriate classifications, rates, and experience modifications, and other criteria established by the Trustees, out of a portion of which the Agency will establish and maintain a fund for the payment of workers' compensation and employers' liability claims and awards and further, that the members covenant and agree that there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Agency, through the action of their respective governing bodies have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES
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The purpose of the Agency established by the signatories hereto is to allow members to pool the risk of their workers' compensation liabilities and payment of claims for employers' liability coverage. To this end, the Agency shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Agency;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Agency and the Agency;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Agency; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Agency against excess losses; invest the assets of the Agency; provide loss control and other risk management services for the Agency and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Agency;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Agency to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Agency.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Agency money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Agency agree that, for the payment of any claim against the Agency or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Agency shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Agency money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Agency agree that, for the payment of any workers' compensation or employers' liability claim against the Agency or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Agency, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Agency pursuant to the types and levels of coverage established by the Board of Trustees.

The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Agency shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Agency and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Agency shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Agency. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Agency or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Agency and contributing to the pool shall be liable to the Agency, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Agency, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina, 27601, is designated as the Administrator of the Agency. Subject to the services and sponsorship agreement between the Administrator and the Agency, the Administrator shall provide day-to-day management of the Agency and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Agency's purpose. The Administrator shall deposit to the account of the Agency at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Agency. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Agency hereby agree that the Trustees may admit as members of this Agency only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section

VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Agency only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Agency as a result of any workers' compensation or employers' liability claim of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES
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The rules, regulations, policies, and bylaws for the administering of the Agency and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Agency agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; and to make or arrange for payment of claims, medical expenses, and all other things required or necessary;
- (c) In the event of an accident or a claim reported by a member, to make immediate provision for remedial care for its employee, and to give immediate notification of the claim to the Administrator on the prescribed forms;
- (d) To permit the Agency to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the North Carolina Workers' Compensation Act or employers' liability coverage, including suits or other proceedings alleging such injuries and demanding damages or compensation therefore (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Agency, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Agency for investigation, negotiation, or defense. It is agreed that the Agency shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Agency shall be at the sole cost of the settling member without any reimbursement or

other resources from the Agency and may be grounds for expulsion of the member from the Agency;

- (e) To cooperate in all respects with the Agency, the Trustees, the Administrator, and any contractors of the Agency in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Agency under this Agreement, the Agency shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow the reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Agency in order to minimize claims against the Agency;
- (h) The Trustees, the Administrator, and any contractors of the Agency shall be permitted at all reasonable times to inspect the work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times and within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Agency under the terms of this Agreement shall begin upon payment of the premium and/or contribution by the member to the Agency. Risk sharing by this Agency under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Agency upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Agency as a result of any workers' compensation or employers' liability claim of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Agency, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment; and
- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata

in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Agency. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Agency shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Agency. All remaining monies coming into their hands during any fiscal year of the Agency shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of required medical, surgical, hospital, rehabilitation, nursing expenses, payments of workers' compensation to employees of members covered by this Agreement, and employers' liability claims including settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Agency, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and claims expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of an Agency Year. Undistributed excess funds from previous Agency Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Agency as set out hereinabove will be accumulated in the Agency or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITHDRAWAL

The Agency shall operate on a fiscal year from 12:01 a.m. July 1st to midnight on June 30 of the succeeding year (the "Agency Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Agency Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Agency by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days prior to the last day, June 30, of the Agency Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Agency Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Agency and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Agency on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE AGENCY; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Agency has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Agency shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Agency by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Agency shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Agency shall revert to the members of the Agency as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Agency.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Agency during the current Agency Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Agency who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Agency and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the North Carolina Interlocal Risk Management Agency have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

NORTH CAROLINA INTERLOCAL RISK
MANAGEMENT AGENCY

BY: _____

Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

BY: _____

Executive Director
Administrator

Town of Tryon

(NAME OF PARTICIPATING ENTITY)

BY: _____

(Clerk, or Secretary to the Board)

(Mayor, or Board Chair)

AGENDA ITEM

DATE: September 15, 2026

TO: Mayor and Town Commissioners

PREPARED BY: Jim Fatland, CPFO, Town Manager
Will Rice, Project Manager

SUBJECT: Lake Lanier Dam Rehab Engineering Services Agreement

BACKGROUND: The Town Board at its regularly scheduled meeting held on June 16, 2026 approved the engineer selection of Schnabel Engineering for the Lake Lanier Dam Rehab Project. Subsequently, staff has been in discussion with Schnabel Engineering on first steps for this project.

Attached please find the Proposal for Engineering Services for the following tasks:

• Field Run-Topographical Survey	\$18,000
• Incremental Consequence Assessment	\$35,000
• Alternative Analysis	\$40,000
• SCDOT Coordination	\$31,000
• FEMA Coordination	<u>\$12,000</u>
	\$136,000

RECOMMENDATION: Approved proposal from Schnabel Engineering in an amount not to exceed \$136,000.

FISCAL IMPACT: The total FEMA Grant Award for Engineering Services, including design, is \$782,958. FEMA share is 65% and local share is 35%.

Tasks 1 thru 5 as shown above would be FEMA \$88,400 and Town of Tryon \$47,600.

The Town Board adopted a Capital Project Ordinance for the Lake Lanier Dam Rehab Project at its regularly scheduled meeting held on February 17, 2026. All revenue and expenditures for this project will accounting for in the project ordinance.

August 27, 2026

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

Subject: Proposal for Engineering Services, Lake Lanier Dam Rehabilitation, Town of Tryon, Greenville County, South Carolina, Schnabel Reference No. 26170035.00P

Dear Mr. Fatland:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to present this proposal for engineering services related to Lake Lanier Dam located in Greenville County, South Carolina. This proposal presents the background information, outlines our scope of services and specifies the fees for our work.

BACKGROUND INFORMATION

Lake Lanier Dam, located in Greenville County, South Carolina, is owned and maintained by the Town of Tryon, North Carolina (Town). More specifically, the subject dam is located less than one mile south of downtown Tryon, North Carolina at approximate Latitude 35.1969° and Longitude -82.2352°. The reservoir impounded by Lake Lanier Dam serves as the primary drinking water source for the Town of Tryon. The dam is regulated by the South Carolina Department Environmental Services (SCDES) as a high hazard potential structure and has a state identification number of D03984.

The dam is an earthen embankment with a maximum height of approximately 55 feet that impounds Vaughn Creek. The spillway is an ogee-crested, concrete gravity structure within the left (west) abutment of the dam. A two-lane asphalt road and bridge, W Lakeshore Drive, traverses the crest of the dam and spillway. The Town's water supply intake facilities are located immediately upstream of W Lakeshore Drive along the embankment crest. The intake facilities convey water via a 12-inch diameter conduit along the right (east) side of the spillway towards the Town. The downstream slope of the embankment varies in grade with portions at 1.5 Horizontal to 1 Vertical (1.5H:1V) or steeper. At normal pool, Lake Lanier has a surface area of approximately 74 acres.

Schnabel understands that the design of Lake Lanier Dam improvements has been approved for the FEMA Rehabilitation of High Hazard Potential Dams (HHPD) Grant. Schnabel, in collaboration with our primary subconsultant, Johnson, Mirmiran & Thompson, Inc. (JMT), was recently selected by the Town to provide a proposal for the design of rehabilitation measures for the subject structure in general compliance with SCDES Dam Safety standards for a High Hazard dam. The following sections present Schnabel's proposed scope of services for the initial phase of work.

SCOPE OF SERVICES

Schnabel's scope of services under this phase of the project will involve the following tasks:

- Task 1 – Field-Run Topographic Survey
- Task 2 – Incremental Consequence Assessment
- Task 3 – Alternatives Analysis
- Task 4 – Initial SCDOT Coordination
- Task 5 – Initial FEMA Coordination

The following sections provide detailed descriptions of the services to be performed under each task:

Task 1 – Field-Run Topographic Survey

Schnabel is in receipt of a recent unsealed field-run topographic survey of the dam and three downstream crossings developed by Cranston. Schnabel understands that Cranston will provide a sealed version of the survey for use in our engineering analyses. However, Schnabel notes that if a sealed version of the survey is not able to be developed or if the survey is deemed insufficient, additional fees may be incurred as discussed in the Compensation section herein.

Under this task, JMT will perform a field-run bathymetric survey of the lakebed immediately upstream of the dam, perform a property boundary survey for the dam site, and perform a topographic survey of the Jervey Road crossing of Little Creek (a tributary of Vaughn Creek) to the northwest of the dam. The invert elevations of culvert(s), culvert geometry, and roadway elevations will be obtained for the Jervey Road crossing. In addition, JMT will delineate the jurisdictional waters and wetlands in the vicinity of the project. The surveys will be provided in AutoCAD DWGs and stamped PDF file formats.

Task 2 – Incremental Consequence Assessment

An Incremental Consequence Assessment (ICA) will be conducted to aid in selecting the appropriate Spillway Design Flood (SDF) for the dam and spillway outlet works. Procedures contained in SCDES DSG-501, Standard Operating Procedure (SOP) for Incremental Consequence Analysis to Establish Design Flood Level will be followed.

Schnabel will develop a two-dimensional (2D) HEC-RAS model encompassing the area from the dam to Vaughn Creek's confluence with North Pacolet River, including the stream crossings discussed in Task 1 and surveyed by Cranston.

Based on the approximate height (55 feet) of the dam and storage (2,300 acre-feet) of the reservoir, Lake Lanier Dam is considered an Intermediate sized dam according to the South Carolina Dams and Reservoirs Safety Act Regulations. For "Intermediate", high hazard dams, the SDF is currently established by SCDES to be the Probable Maximum Flood (PMF). The SDF may be reduced by completing an ICA and receiving concurrence from SCDES. Schnabel will use the HEC-RAS model to perform unsteady flow analyses of the following scenarios for the ICA:

- Sunny-day failure
- Probable Maximum Flood (PMF) without failure
- PMF with failure

Town of Tryon Lake Lanier Dam

- SDF Candidates
 - Two-thirds (2/3) of the PMF with and without failure
 - One-half (1/2) of the PMF with and without failure
 - One-third (1/3) of the PMF with and without failure

Inundation maps will be developed for each case. The results of the ICA will be summarized in a report and submitted to SCDES for review and concurrence with the proposed SDF.

Task 3 – Alternatives Analysis

Utilizing the field-run topographic survey, as well as available aerial photography and LiDAR-based topographical data available in the public domain, Schnabel will perform a hydrologic and hydraulic analysis of the watershed and existing dam spillway outlet works. Hydrologic parameters and delineations will be developed for the existing and, if available, future land use watersheds. Stage-discharge and stage-storage relationships will be developed for the existing spillway and impoundment, respectively.

Schnabel will create a single-basin hydrologic model containing the dam, spillways, and associated watershed within the United States Corps of Engineer (USACE) computer program HEC-HMS. The HEC-HMS model will be used to develop rainfall runoff from the watershed and route the resulting inflows through the reservoir and spillway system. Schnabel will route the runoff associated with the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour (frequency) storm events through the lake/dam and spillway to determine the existing peak flood elevations and spillway discharges associated with these storms. The frequency storm events will be analyzed for stormwater control considerations as a comparison against storms routed through the dam and spillway system resulting from the proposed rehabilitation alternatives.

Based on the selected SDF, Schnabel will evaluate up to two conceptual spillway designs for feasibility purposes. Options will likely involve modifications to the existing spillway structure or construction of a new spillway system. The alternatives will be developed considering the existing FEMA floodplain and the spillways will be configured in an effort to not increase discharges as compared to the existing dam and spillway system during the frequency storm events. Rehabilitation efforts will also include consideration for the Town's water supply and flattening of the downstream embankment slope.

Upon completion of the analyses, Schnabel will prepare an Alternatives Analysis Report that will detail the results of the H&H analyses and present the conceptual spillway configurations along with order-of-magnitude opinions of construction costs. The Alternatives Analysis Report will be submitted to the Town for selection of the preferred alternative that will be advanced to final design. Work and fees associated with final design of the preferred alternative are excluded under this proposal and will be performed under a future Task Order.

Task 4 – Initial SCDOT Coordination

Schnabel and JMT will coordinate and meet with SCDOT District personnel regarding the existing roadway and potential spillway bridge replacement. The purpose of the meeting and coordination will be to familiarize the SCDOT with the project and potential rehabilitation measures that would result in alterations to the roadway. Under this Task, the Team anticipates and assumes that the SCDOT will be engaged at decision-making points within Task 3 in the selection of the preferred alternative. Based on

**Town of Tryon
Lake Lanier Dam**

recent conversations with the Town, Schnabel understands that maintaining a public road over the dam and spillway is desired.

Task 5 – Initial FEMA Coordination

As the design project is being performed under a FEMA HHPD Grant, Schnabel will prepare monthly progress updates and coordinate with the FEMA point of contact until a preferred alternative is selected. Coordination with FEMA during final design will be performed under a future contract. Based on conversations with the Town, Schnabel anticipates that FEMA coordination will be performed through the SCDES.

EXCLUSIONS

The Scope of Services associated with this proposal does not include any of the following activities:

- Cultural Resources
- Public Outreach
- Additional SCDOT Consultations and Coordination
- Subsurface Utility Engineering, location & designation; utility design
- FEMA CLOMR, LOMR, No-impact Studies
- All permitting
- Subsurface Explorations
- Final Design Services
- Preparation of Construction Drawings and Technical Specifications
- Permit Fees and Permitting Mitigation
- Bid Phase and/or Contractor Selection Services
- Construction Phase Services
- Services not specifically described herein

SERVICES REQUIRED BY THE OWNER

- Schnabel assumes that the Town will provide access to the dam site to enable personnel from Schnabel and our subconsultants to perform visual evaluations as needed to aid in the development of the proposed alternatives.

COMPENSATION

Based on the proposed scope of services, Schnabel will perform work associated with the tasks listed below on a unit rate basis. A preliminary budget of \$136,000 has been estimated for this work. For convenience, the total budget is summarized by task below:

- | | |
|---|-----------|
| • Task 1 – Field-Run Topographic Survey | \$ 18,000 |
| • Task 2 – Incremental Consequence Assessment | \$ 35,000 |
| • Task 3 – Alternatives Analysis | \$ 40,000 |
| • Task 4 – Initial SCDOT Coordination | \$ 31,000 |
| • Task 5 – Initial FEMA Coordination | \$ 12,000 |

**Town of Tryon
Lake Lanier Dam**

Schnabel reserves the right to re-allocate budget amongst the tasks listed, as necessary, to complete the Scope of Services. Any requested work outside the Scope of Services, to include meetings or lengthy client consultations, will be performed on a unit rate basis in accordance with the attached Schedule of Fees. As discussed in Task 1, if the sealed version of the Cranston survey is not able to be developed or if the survey is deemed insufficient, an additional fee of \$28,000 will be incurred.

Our invoices will be submitted monthly or at intervals when considerable time charges have accrued, with a final invoice submitted after completion of the services outlined herein. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest at 1.5 percent a month will be charged on all overdue amounts. On January 1, 2027, and annually thereafter, the rates on the Schedule of Fees and all remaining budgets will increase by four percent, with the remaining terms unchanged.

AUTHORIZATION

To formalize our agreement, we request that you sign and return one copy of this proposal and attachments for our files. Please note that the attached Schedule of Fees and Terms and Conditions are a part of this agreement.

We appreciate the opportunity to be of service to you on this project.

Sincerely,

SCHNABEL ENGINEERING, LLC



Jonathan T. Dean, PE
Senior Associate



J. Tyler Coats, PE
Senior Associate

MCG:tee:JTD:JTC

Enclosures: Schedule of Personnel Fees 17-26.01
Standard Contract Terms and Conditions (3 Sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____



SCHEDULE OF PERSONNEL FEES – SCHNABEL ALPHARETTA
Effective until December 31, 2026

Senior Consultant	\$375.00/hr
Principal	\$343.00/hr
Senior Associate	\$311.00/hr
Associate	\$277.00/hr
Senior Engineer/Scientist	\$234.00/hr
Project Engineer/Scientist	\$203.00/hr
Construction Resident Engineer/Resident Project Representative	\$203.00/hr
Senior Staff Engineer/Scientist/Technologist	\$179.00/hr
Staff Engineer/Scientist/Technologist	\$155.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	\$147.00/hr
Senior Technician I (see note 4)	\$124.00/hr
Technician III (see note 4)	\$110.00/hr
Technician II (see note 4)	\$ 90.00/hr
Technician I (see note 4)	\$ 80.00/hr
Senior CAD Designer	\$179.00/hr
CAD Designer III	\$165.00/hr
CAD Designer II	\$150.00/hr
CAD Designer I	\$126.00/hr
Clerical/Admin	\$ 96.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Personnel Fees will increase on January 1, 2027 and not frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics but not less than 3 percent per year.

SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS

1. PARTIES

- 1.1. "Engineer" means Schnabel Engineering, LLC and/or one of its Affiliates.
- 1.2. The "Client" is the other party to this agreement.
- 1.3. "Affiliate" refers to an entity that is connected or related to Schnabel Engineering, LLC through common ownership, control or contractual relationships, including but not limited to Basinger Engineering, Inc., Schnabel Engineering South, P.C., Schnabel-Lachel Engineering, P.C., Schnabel Engineering West, Inc., and Schnabel Engineering DC, Inc.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1. The "Agreement" between Engineer and Client consists of the (a) "Proposal", (b) these Standard Contract Terms and Conditions, and (c) any other exhibits or attachments referenced in the Proposal, which together, constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. Pursuant to this Agreement, Engineer shall provide the professional services described in the "Scope of Work" for the "Project" in the attached Proposal ("Services"). Both Client and Engineer shall mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2. If any modification of the Scope of Work or additional services are required by Client, compensation shall be based on the rate schedule attached to this Agreement or through the written agreement of the parties.

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1. Engineer shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. No other representation and no warranty or guarantee, either express or implied, is included or intended by this agreement.

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1. Client will provide rights of entry and access for Engineer to perform the Services.
- 4.2. Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of Services. Client shall advise Engineer of known or suspected underground features in the area of the work, and Engineer shall not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3. Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1. All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to the Project outside the Scope of Work.
- 5.2. At Client's request, Client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents (a) any subsequent reuse or modification of them by Client or any party obtaining them through Client shall be at Client's sole risk and without liability to Engineer, (b) Client shall defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client, and (c) Engineer may retain copies of all Documents for its files. Further, Client expressly acknowledges and agrees that the Documents will contain innumerable design details, features, and concepts including some from the Consultant's library, which collectively form part of the design for the project, but which separately are and shall remain the sole and exclusive property of the Consultant. Nothing herein shall be construed as a limitation on Engineer's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.
- 5.3. Electronic communications and CADD data transferred by email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of Documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client shall indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary. Client shall not distribute, publish or otherwise disseminate Documents without first obtaining Engineer's prior written consent.
- 6.2. No third party may rely upon the Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

7. ASSIGNMENT, SUBCONTRACTING

- 7.1. Neither Client nor Engineer may delegate, assign, or transfer all or any part of this Agreement, including its duties or interest in this Agreement, without the written consent of the other party.
- 7.2. Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1. Either party upon 7 days written notice may terminate this Agreement for material breach of Agreement, or immediately upon written notice for convenience. In the event of termination for convenience or material breach of Agreement by Client, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1. Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement, or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Any such agreed-upon increase to this limitation shall be in writing and signed by both Engineer and Client and which refers to this section 9.1 of this Agreement.
- 9.2. Client and Engineer agree to limit the liability of each to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or punitive losses or damages, including, but not limited to losses, damages, or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital, or claims of the other party's customer.
- 9.3. The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent permitted by law, Engineer shall indemnify and hold harmless Client, its shareholders, officers, directors, and employees, from and against any and all liabilities and damages (including reimbursement of reasonable attorney's fees and costs of defense) (collectively "Losses") to the extent caused by Engineer's negligent performance of Services under this Agreement.
- 10.2. Indemnification of Engineer. Subject to the provisions and limitations of this Agreement and to the extent permitted by law, Client shall indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents, contractors, and/or those for whom Client is legally responsible. In addition, except to the extent caused by Engineer's sole negligence, Client expressly shall defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. FORCE MAJEURE

- 11.1. Neither party shall be liable for failure to perform Services or other obligations provided for in this Agreement when such performance is prevented by an occurrence beyond the reasonable control and without fault or negligence of the affected party. The affected party shall invoke this provision by promptly giving written notice to the other party of the nature and the estimated duration and effect of the force majeure event.

12. INVOICES, PAYMENTS

- 12.1. Client shall pay Engineer, without retainage, within thirty (30) days from invoice date, after which payment is considered past due. Payment to Engineer shall not be contingent upon receipt of funds from third parties. Client shall pay a service charge of one and one-half percent (1-1/2%) per month (or fraction thereof) on past due payments under this Agreement.
- 12.2. In the event a lien or suit is filed to enforce overdue payments under this Agreement, upon entry of finding in favor of Engineer of a court of appropriate jurisdiction, Client shall reimburse Engineer for all costs of such lien

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

or suit and reasonable attorney's fees in addition to accrued service charges.

13. DISPUTE RESOLUTION

- 13.1. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 13.2. The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
- 13.3. For any dispute adjudicated through litigation and to the fullest extent allowed by law, the parties hereby knowingly, voluntarily, intentionally, and irrevocably waive any and all rights to trial by jury for that dispute.

14. SEVERABILITY

- 14.1. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to render it valid, legal, and enforceable. If such modification is not possible, the offending provision shall be stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

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

- TDDA membership drive is underway for individuals, non-profits & businesses who would like to help us continue the work of enhancing downtown Tryon.
- The Tryon Dog Mayor election was held on August 28th and attracted an enthusiastic community turnout, with 17 canine candidates competing for the title. Mayor Clyde was elected to serve through June 30, 2027. The event also raised \$2,400 to support three local organizations: the Tryon Downtown Development Association (TDDA), Foothills Humane Society, and Paws, Prayers & Promises. September Fourth Friday will be Fiesta Friday with a dance instructor at the plaza teaching some popular dance steps. Kicks off at 5pm.
- BBQ Beatdown is taking place on Saturday, September 12th. Tastings will take place from 4-6pm.
- TDDA Annual Meeting will be held on September 14th from 3-5pm at the Tryon Depot. All are invited. \$20/non-members, free for members or with invite.
- Tea with the Town will be held on September 24th at Mirrorball Gallery from 1-3pm. Meet the town staff who work behind the scenes to keep our community running smoothly in a relaxed and informal setting.
- Harmon Field is hosting a fall flea market on September 26th from 8am-1pm.
- The Iliana Rose Latin Jazz Band will perform live at Rogers Park on September 26th at 7pm. Come enjoy great music and delicious food from Guerrero's, available for purchase throughout the evening.
- Tryon After-Hours will be held on September 29th at 5:30pm at Tryon Painters & Sculptors. The program will focus on the new digital kiosk, including strategies for merchants to enhance their listings, increase visual appeal, and effectively engage visitors while they are exploring downtown.
- TDDA Volunteer Appreciation/Recruitment get together will take place on October 1st from 5:30-7:30pm at Mirrorball Gallery.
- Join us for Coffee with a Cop on October 7th at Tryon Coffeehouse from 9 to 11am. Stop by to meet the officers who work every day to help keep Tryon's residents and visitors safe.
- Polk County Farms successfully completed its weekday Farmers Market season in Tryon, with the final market held on September 8. Planning is now underway for a holiday market in partnership with Polk County Farms, which will be held in conjunction with the Tryon Christmas Parade.

2025-26



TRYON NC
(828) 817-5523
DOWNTOWNTRYON.ORG

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TDDA MISSION

MISSION

The mission of the TDDA is to preserve and enhance the community of Tryon through a downtown revitalization program that focuses on economic vitality, excellent urban design and historic preservation.

MAIN STREET

IMPACT REPORT

COMMUNITY



POPULATION

1,562



HOUSEHOLDS

980



MEDIAN HH INCOME

57,721



MEDIAN AGE

58 YEARS

2025-26

Board of Directors

Kevin Parker
Denny Crowe
Ryan Mesa
Matt Rappoli
Tanisha Akinloye
Katheryn Gordon
Cara Smithwick
Alex Page
Lori Geddings



HELPING BUSINESSES THRIVE

- facade grants
- social media marketing
- promotional events
- networking

DOWNTOWN PROJECTS COMPLETED

TDDA has invested in projects and partnerships that enhance Downtown Tryon's vibrancy and appeal. Accomplishments include supporting public art, landscaping improvements, a digital kiosk, town-branded furniture at key gathering spaces, ribbon cuttings for new businesses, Music on the Plaza, and the implementation of LOCABLE to promote local merchants. Together, these efforts strengthen downtown as a welcoming, connected, and thriving destination.

PROMOTIONAL ACTIVITIES



TDDA promotes events in Downtown Tryon to support the shops, galleries & restaurants.

- Fourth Fridays
- Second Saturdays
- Tryon BBQ Beatdown
- Tryon Dog Mayor
- Halloween Stroll
- Small Business Saturday
- Tryon Beer Fest
- Christmas Stroll
- Tryon Midnight



INVESTMENT
STATS

2025-2026

3

FACADE
IMPROVEMENTS

3

NET NEW
BUSINESSES

7

NET GAIN JOBS

PUBLIC & PRIVATE

\$1,359,000

NC Main Street is a Main Street America™ Coordinating Program. As a Main Street America™ Coordinating Program, NC Main Street is part a powerful, grassroots network consisting of over 40 Coordinating Programs and over 1,600 neighborhoods and communities across the country committed to creating high-quality places and to building stronger communities through preservation-based economic development.



THE IMPACT OF MAIN STREET

2025-26

IN OUR COMMUNITIES

THE RESULTS ARE IN...

Each year in July, North Carolina Main Street communities report the impact of their work to the North Carolina Department of Commerce. Main Street is the most impactful downtown economic development program in the state of North Carolina.

PUBLIC/PRIVATE INVESTMENT

\$6.6B **\$514M**
1980-2026 2025-2026

NET NEW BUSINESSES

8,836 **318**
1980-2026 2025-2026

NET NEW JOBS

41,997 **2,467**
1980-2026 2025-2026

BUILDING IMPROVEMENTS

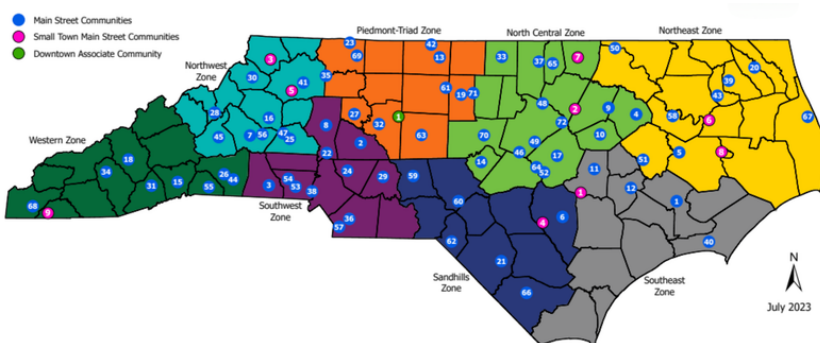
8,718 **297**
1980-2026 2025-2026

FACADE IMPROVEMENTS

9,798 **358**
1980-2026 2025-2026

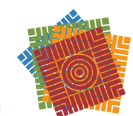
VOLUNTEER HOURS

94,693 **\$3.3M**
2023-2025 Time Value



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North Carolina
MAIN STREET

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MAINTOMAINTRAIL.COM



July 2023

**TOWN OF TRYON
BOARD OF COMMISSIONERS
MCCOWN ROOM
SPECIAL MEETING
AGENDA
FRIDAY SEPTEMBER 18, 2026**

10:00AM

1. Call to Order-Mayor Peoples
2. Asset Inventory Assessment for Sewer Collections & Water Distribution Systems-WithersRavenel Engineers
3. Paving, Drainage & Sidewalk Projects-Jim Fatland & Chuck Sherbert
4. Public Comment Policy-Emily Dale
5. Motion to Adjourn