



## *Town of Blowing Rock*

**Date: Tuesday, August 11, 2020, 6:00 p.m.**

**Location:** *Remote Meeting*

# Agenda

<i>Item</i>		<i>Present &amp; Participants</i>
<b>I.</b>	<b>CALL TO ORDER – ROLL CALL FOR ATTENDANCE</b>	Mayor Charlie Sellers
<b>II.</b>	<b>PLEDGE OF ALIGENANCE</b>	Mayor Charlie Sellers
<b>III.</b>	<b>APPROVAL OF MINUTES – By Roll Call</b> <ol style="list-style-type: none"> <li><b>July 14, 2020 – Regular Meeting Minutes</b></li> <li><b>July 14, 2020 – Closed Session Minutes</b></li> </ol> <b>REGULAR AGENDA ADOPTION - Vote by Roll Call</b>  <b>CONSENT AGENDA ADOPTION – Vote by Roll Call</b> <ol style="list-style-type: none"> <li><b>Town of Blowing Rock – Ice-House Lease – Permission to advertise for bids</b></li> <li><b>Water Treatment Plant Bulk Chemical Tanks – Permission to advertise for bids</b></li> </ol>	Mayor & Council      Mayor and Council   Mayor and Council
<b>IV.</b>	<b>PUBLIC COMMENTS – emailed or mailed to the Town Clerk prior to 4:00pm on August 11, 2020.</b>	Mayor/Town Manager will read, and Council will have the opportunity to respond
<b>V.</b>	<b>BUSINESS MATTERS:</b> <ol style="list-style-type: none"> <li><b>Chestnut Drive/Morris Street Drainage Project</b></li> <li><b>Blowing Rock Chamber – Art in the Park Contract</b></li> <li><b>Chetola Lake – Dredging Request</b></li> <li><b>321 Valley Blvd. Update</b></li> </ol>	Town Manager Shane Fox/ Doug Chapman, McGill  Shane Fox, Town Manager/ Charles Hardin, Chamber President  Shane Fox, Town Manager/ Kent Tarbutton, Chetola  Planning Director Kevin Rothrock

	<p><b>5. Watauga County Schools – Plan B – Town Assistance Discussion</b></p> <p><b>6. Top 13 Retreat List Update and Next Steps</b></p>	<p>Shane Fox, Town Manager/ Council</p> <p>Shane Fox, Town Manager/Council</p>
<b>VI.</b>	<p><b>OFFICIALS REPORTS &amp; COMMENTS:</b></p> <p>1. Mayor</p> <p>2. Council Members</p> <p>3. Town Attorney</p> <p>4. Town Manager</p>	
<b>VII.</b>	<p><b>CLOSED SESSION – NCGS 143-318.11.(a)(3) – Attorney/Client update on current litigation</b></p>	
<b>VIII.</b>	<p><b>ADJOURNMENT/RECESS...</b><i>Mayor Charles Sellers entertains a motion and second to adjourn or recess the meeting.</i></p>	

**DRAFT**  
**MINUTES**  
**Town of Blowing Rock**  
**Town Council Meeting**  
**July 14, 2020**

The Town of Blowing Rock Town Council met for their regular monthly meeting on Tuesday, July 14, 2020 at 6:00 p.m. The meeting took place at Town Hall located at 1036 Main Street Blowing Rock, NC. Present were Mayor Charlie Sellers, Mayor Pro-Tem Sue Sweeting and Council Members Albert Yount, David Harwood, Doug Matheson, Virginia Powell, Town Manager Shane Fox, Planning Director Kevin Rothrock and Town Clerk Hilari Hubner who recorded the minutes. Others in attendance via Zoom virtual/phone session were Town Attorney Allen Moseley, Town Engineer Doug Chapman, Public Works and Utilities Director Matt Blackburn, Fire Chief Kent Graham, Police Chief Aaron Miller, Parks and Recreation Director Jennifer Brown and Finance Officer Nicole Norman.

**CALL TO ORDER**

Mayor Sellers called the meeting to order at 6:00 p.m. and welcomed everyone. Mayor verified attendance via roll call.

**THE PLEDGE OF ALLEGINANCE**

**MINUTE APPROVAL**

Mayor Pro-Tem Sweeting made a motion to approve the minutes from the June 4, 2020 budget work session, the June 9 regular and closed session minutes, seconded by Council Member Matheson. Unanimously approved.

**REGULAR AGENDA ADOPTION**

Council Member Powell made a motion to adopt the agenda as presented, seconded by Council Member Matheson. Unanimously approved.

**CONSENT AGENDA**

**1. Travel Policy for the ABC Store**

In accordance with North Carolina General Statute 18B-700 (g2), the ABC Store must have a personnel travel policy in place. The travel policy must be approved by the board's appointing authority annually. Since the Town of Blowing Rock is the appointing authority for the ABC Board, it is necessary for the Blowing Rock Town Council to approve the policy. Also, as result of the Town of Blowing Rock travel policy may be used. The ABC Board has requested the Town of Blowing Rock of Commissioners approve this policy for their use.

**2. Annual Tax Settlement Report and Order of Tax Collection**

Consideration of the Tax Collector 2019 Settlement Report and approval of an order of the Town Council for the collection of 2020 taxes representing revenues for fiscal year

## **2020-2021. Annual Tax Settlement Report and Order of Tax Collection – Attachment A**

### **3. Tax Release/Refund – The Weedon Family Corporation #2020-01**

Various tax adjustments over time become apparent and present themselves in the form of requests for releases (adjustments). One tax release totaling \$1,584.86. **Tax Release/Refund – The Weedon Family Corporation – Attachment B**

Council Member Harwood made a motion to approve consent as presented, seconded Mayor Pro-Tem Sweeting. Unanimously approved.

### **SPEAKERS FROM THE FLOOR**

Mayor Sellers and Town Manager Fox each read letter from Citizens; Blowing Rock EMS County Presentation (1), Foggy Rock CUP (5), Food Trucks (21). **Citizen Letters – Attachment - C**

### **BUSINESS MATTERS:**

#### **1. Foggy Rock - CUP #2010-03**

Planning Director Kevin Rothrock advised Mr. Bert Myers is requesting a minor amendment to the conditional use permit issued for Foggy Rock restaurant to add an arcade in the basement. The current CUP limits the basement area to storage and equipment. The arcade would have up to eight (8) video games and two (2) pool tables. No Food service would be available, but customers could take a to-go box down there and/or use the area waiting on a table in the restaurant. Mr. Myers also wants to have a bar service in the arcade area and will have an employee attending at all times the arcade is open.

Given the changes to the physical set up of the business, the applicant will seek approval from the ABC Commission prior to operating.

Mr. Myers plans to open the arcade no earlier than 5:00 PM before the dinner shift begins, and close the arcade when the restaurant closes, typically by 10:00 PM.

The parking for the restaurant requires thirty-three (33) spaces and there are thirty-three (33) on site. The proposed arcade requires one (1) parking space for each video game and requires (1) parking space for each pool table for a total of ten (10) additional spaces. There are at least twelve (12) other gravel parking spaces available on the lower portion of the property that meet the width and depth and maneuverability requirements in the Land Use Code. Spaces in the grass or double-parked spaces for employees are not included in the twelve (12) spaces. All parking for the restaurant and the proposed arcade can be provided on the Foggy Rock Property.

Neighboring properties and those within one hundred fifty (150) of the restaurant property were mailed a public notice explaining the request for the arcade and they could share comments or concerns with the Town Clerk or Planning Director by email.



Council Member Powell asked if there were a bathroom located in the basement of Foggy Rock. The applicant, Mr. Myers advised there was a bathroom.

Council Member Yount advised he was still confused about the parking. Council discussed parking briefly.

Mayor Sellers asked the applicant if he would be willing to add a sound barrier to the back of his property as requested by a few of the neighbors. Mr. Myers advised he would be open to consider that option.

Mayor Pro-Tem Sweeting asked what the dimensions of the basement. Mr. Myers advised it's forty (40) feet long and twenty (20) feet wide. He also added the basement is a double block wall which is very well insulated and soundproof.

Mayor Pro-Tem Sweeting asked what the age group allowed in the arcade would be. Mr. Myers advised it would be a "Blowing Rock" crowd. He stated estimate hours would be open from 5:00 P.M. to closing which is approximately 10:00 P.M. in the summer and 8:00 P.M. in the winter. He further advised the evening crowd after a certain time would be twenty-one (21) and over and has visions of doing birthday parties in the afternoon. Mr. Myers explained he has grandkids and there isn't anywhere in Blowing Rock currently to rent out for birthday parties. He further advised Foggy Rock is a family-oriented establishment and would not be something like you would find in Boone. Mr. Myers commented in Blowing Rock "midnight" is 10:00 P.M. and everything shuts down then.

Mayor Pro-Tem Sweeting asked if the plan was to have beer, wine and liquor in the downstairs. Mr. Myers advised he has a full ABC permit for the restaurant and planned to use it for the whole premises.

Council Member Harwood asked Mr. Rothrock for clarification about the additional twelve (12) parking spaces and if the spaces would be paved or gravel. Mr. Rothrock advised the additional parking would be gravel.

Council Member Yount advised he is still confused about the clientele for the arcade, he heard grandchildren and he heard over twenty-one, he wanted to clarify which it was going to be.

Mr. Myers advised Foggy Rock is a family establishment, at some point at night he would like to keep kids out and have the space for adults to play pool. He further advised he would like to have birthday parties once in a while as he will have kids' games too.

Mayor Pro-Tem Sweeting asked for clarification on the time he was planning to have the arcade hours of operations, her understanding was 5:00 P.M. to 10:00 P.M. Mr. Myers advised he wouldn't open before Foggy Rock opens which is 11:30 A.M.

Council Member Matheson asked how many noise complaints the Town had received on Foggy Rock? Police Chief Miller advised none that he is aware of.

Council Member Matheson further asked other than Council asking, was it part of the ordinance to notify the neighbors of the request. Mr. Rothrock advised it was not.

Council Member Yount advised that was not his understanding. Mr. Rothrock explained this request does not require a Public Hearing; he only notified the neighbors because out of courtesy to Council's request. Council Member Yount asked "why are we changing horses in the middle of the stream then?" Mayor Sellers advised Mayor Pro-Tem Sweeting asked for Mr. Rothrock to do this as a courtesy to the homeowners in the neighboring property.

Mayor Pro-Tem Sweeting stated one of her concerns is she feels this is an impact on the neighbors. Council Member Yount advised he agreed.

Mayor Pro-Tem Sweeting further stated she felt there was a lot of "muddy water", originally it was going to be an arcade open 5:00 P.M. to 10:00 P.M., now a bar, kid's games and wanting to open earlier in the day. She advised she felt there were still questions to be answered and was not prepared to vote on the request. Mayor Pro-Tem Sweeting restated she felt this would be a huge impact on the neighbors.

Council Member Matheson made a motion to accept with the stipulation that a sound barrier be added to the back of the property to buffer any noise for the surrounding neighbors.

For discussion purposes Council Member Harwood advised he would like to make an amendment to the motion. He would like to ask that the additional parking spaces be paved and marked to keep in line with the Town code as written.

With a lack of a second Council Member Matheson's motion died.

Council Member Matheson made a motion to accept with the addition of a sound barrier and the additional twelve (12) parking spaces be paved and marked, seconded by Council Member Powell.

Further discussion: Council briefly discussed their ability to dictate the way he operates the arcade including hours of operation. Mr. Myers advised the hours for the restaurant are; summer hours 11:30 A.M – 10:00 P.M. and winter hours are 11:30 A.M to 8:00 P.M. Mayor Sellers asked if Mayor Pro-Tem Sweeting was ok with those hours. She advised she wasn't, she felt the arcade hours needed to be 5:00 P.M. to 10:00 P.M.

After further discussion, Council Member Powell advised she felt the market would decide how it's used.

Council Member Matheson advised he would like to adjust his motion to accept with the addition of a sound barrier, the additional twelve (12) parking spaces be paved and the hours of operation be the same as the restaurant hours 11:30 A.M. to 10:00 P.M., seconded by Council Member Powell. For the motion: Council Members Matheson, Powell and Harwood. Against the motion: Mayor Pro-Tem Sweeting and Council Member Yount. Motion passed. **Foggy Rock CUP#2010-03 – Attachment D**

## **2. Food Trucks – Discussion**

Planning Director Kevin Rothrock advised over the past several years when special events were occurring downtown, staff has allowed food trucks at Tanger Shoppes in coordination with Special Events since the on-site food service at Tanger has been limited.

In the past few weeks as business are allowed to open back up as COVID-19 restrictions have eased, staff have considered it reasonable for food trucks to be located at Tanger since they still do not have a full-time restaurant on-site.

In the city of Lenoir food trucks are allowed on private property, if zoned properly and meet health department regulations. Food trucks are regulated through a Special Events permit.

Council Member Yount asked Mr. Rothrock if it were in his authority to allow food trucks at Tanger in the past and what he based that on. Mr. Rothrock advised they were allowed because he knew Tanger had a situation where it was needed. Council Member Yount stated Council works hard on making rules in the Town and he is a huge advocate of sticking to them, and not outside Council's knowledge. Mr. Rothrock advised he didn't feel it was outside of Council's knowledge. Council Member Yount advised it was out of his knowledge until it was just explained after the fact. He further stated he accepted Mr. Rothrock's answer, he just wanted to know why. Mr. Rothrock advised it was done because of a special circumstance.

After brief discussion, Council Member Powell stated she felt the food truck discussion unfortunately went south. She explained when the question was first raised, it was to think how the Town could help our merchants in Blowing Rock to do business differently, how to open things up as everything was shut down at the time. She further explained this idea was never intended to be a stab or hurt the merchants, only as a how can things be done differently and provide opportunities differently approach.

Mayor Pro-Tem Sweeting advised she agreed with Council Member Powell, but what she heard in the public comments is fear from the merchants and food establishments that adding food trucks would only make their situation worse. She further advised the intent was to help but felt there was a lot of fear.

Council Member Yount stated when itinerant merchants were once allowed it was an absolute mess and Council put a stop to it. He asked if there was no respect for prior

Council's decision in this room? He further stated even the Supreme Court recognizes prior Court decisions.

Mayor Pro-Tem Sweeting advised this was brought up for discussion and as far as she was concerned there wasn't a need to discuss further.

Council Member Yount advised he would make a motion to deny it all.

Council Member Matheson advised he agreed with Mayor Pro-Tem Sweeting and Council Member Yount there isn't a need to take this discussion any further.

Council Member Yount asked why it was being discussed then?

Mayor Pro-Tem Sweeting advised it was brought up in the hopes of helping people to reinvent themselves, see what information was out there about food trucks and what needed to be changed if the Council were to allow food trucks. She further advised Mr. Rothrock did a great job of getting the information and what she has heard from the public is fear/anxiety that it would hamper their business. Mayor Pro-Tem Sweeting restated as far as she was concerned there wasn't a need to discuss further.

Council Member Yount stated he commended Mayor Pro-Tem Sweeting on her second thoughts.

No motion was needed, the consensus was no further discussion was needed.

### **OTHER BUSINESS**

- Mayor Sellers – Commends everyone and felt everyone is doing their best to comply with the regulations. He felt it's admirable what the Town Council and staff have done over the past four months. He advised Maurice Ewing had submitted a letter to be read regarding the Blowing Rock Charity Horse Show, which will run as scheduled.
- Council Member Yount – asked if Art in the Park was going to start on schedule. Manager Fox advised it was on Saturday July 18<sup>th</sup>.
- Council Member Harwood – thanked Staff – he is continually amazed how staff goes above and beyond and continues to rally. He thanked staff members; Jennifer Brown, Jason Potter, Matt McGuire, Kevin Rothrock and John Warren for several situation he had personally observed over the past few weeks.
- Mayor Pro-Tem Sweeting – thanked Manager Fox for dealing with two situations this week, doing a superb job and making all parties happy.
- Council Member Matheson – extended his thoughts and prayers to Dustin Watson and family on the loss of his parents, he also extended his thoughts and prayers to Tammy Bentley for her health issues she is currently facing. He gave an update on the NC League Board of Directors meeting both he and Manager Fox had attended virtually. Updates included; working with broad band and no child left behind to extend internet services to school aged children, the League is pushing

to relieve the restrictions on collection of utility accounts as it's causing a hardship of a lot of small towns and NC National Guard is working to fight cyber crimes that are currently going on.

- Council Member Powell – Advised she is amazed at the way our Town is thinking about ways to help others out during this time and continue to care for one another.
- Manager Fox: Advised his thoughts and prayers are with Dustin Watson and his family during this time, commended staff for their hard work over their last four (4) months. Thanked the ABC Board for an additional \$60,000 revenue outside their budget they distributed to the Town on June 10<sup>th</sup>. Connected with the High Country Council of Government for the '20-21 GIS contract to update – thanks to them and for the services they provide. State of the Town is scheduled for August 13<sup>th</sup> at 5:30 P.M. and will be held virtually this year. The Playground is nearing completion but has to remain closed until the next phase is released by the Governor – fences will remain up to keep anyone from being tempted to play on it. Bass Lake sidewalk is still moving forward – starting to bring materials into Town with the hope of starting by July 20<sup>th</sup>. Paving is underway and has been for two (2) months – will continue through Town. The School system is moving forward with Plan B with a hybrid approach with no more than 50% capacity. Kent Graham and Thomas Steele have started working to enhance the Town's Public Wi-Fi. School Superintendent Dr. Elliot asked Manager Fox to start brainstorming ideas for what options the Town could offer to help with childcare. Thanked the employees, businesses, police department and everyone for keeping calm – given some of the state some towns/cities are in, our Town is doing really good.
- Finance Officer Nicole Norman – gave an update on the sales tax and hotel/motel tax update – April numbers down approximately 3% when taking into account the Caldwell and Watauga portion of Sales Tax – very pleased to find May numbers down only 9% - had braced for potentially a 25% impact. Fiscal year to date up 9 ½ % which is good news, waiting to see how June numbers look.

### **EXECUTIVE SESSION**

At 8:30 p.m. Council Member Harwood made a motion to go into executive session *NCGS 143-3 18.11. (a)(3) – Attorney/Client update on current litigation*, seconded by Council Member Powell. Unanimously approved. No action was taken.

### **ADJOURNMENT**

At 9:00 p.m. Council returned to open session, with no further business Mayor Pro-Tem Sweeting made a motion to adjourn, seconded by Council Member Harwood. Unanimously approved.

**MAYOR** \_\_\_\_\_  
**Charlie Sellers**

**ATTEST** \_\_\_\_\_  
**Hilari Hubner, Town Clerk**

### **Attachments -**

**Annual Tax Settlement Report and Order of Tax Collection – Attachment A**

**Tax Release/Refund – The Weedon Family Corporation – Attachment B**  
**Citizen Letters – Attachment - C**  
**Foggy Rock CUP#2010-03 – Attachment D**

## **Consent Agenda - Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Ice-House Lease**

**Date: August 11, 2020**

**Request:** To allow Town Staff to proceed with the advertisement for soliciting bids for lease of the Historic Town-owned Ice-House. Once bids are received, a public hearing will be conducted in accordance with NCGS and lease awarded by Town Council at the October Town Council Meeting.

**Background:** In May 2016, the Blowing Town Council authorized Town Staff to advertise and solicit bids for lease of the Historic Ice-House. After soliciting bids, Take Heart, LLC was awarded a three-year lease in September 2016. At the conclusion of the three-year lease term in September 2019, the Town Council allowed for Town Staff to extend the current lease by one additional year due to the unfortunate circumstances that the Lessee had incurred. During the initial lease process, a public hearing was held on September 13, 2016 in accordance with NC G.S. 160A-272, with lease terms extended.

### **Attachments:**

1. Request for Proposals for Lease of Historic Ice-House 2020
2. 2016 Town Council Packet Information (Current Lease, Advertisement, RFP)



# *Town of Blowing Rock*

1036 Main Street ★ Post Office Box 47 ★ Blowing Rock, North Carolina 28605

## **REQUEST FOR PROPOSALS FOR USE OF HISTORIC ICE HOUSE TOWN OF BLOWING ROCK, NORTH CAROLINA**

### **Background:**

The Town of Blowing Rock (hereinafter "Town") owns the historic Ice House located at 140 Maple Street. The Town of Blowing Rock is interested in soliciting bids for lease of the Ice House. The current tenant has occupied a retail business at the location for the past four years.

### **Lease Period:**

The Town is flexible regarding the lease term selected, but is seeking a lease agreement of at least one year and up to three years in length with the possible option to renew after the agreed upon term. The proposal should include a draft lease agreement including the proposed lease terms and notice of cancellation. Based on the RFP review and approval process, the building is expected to be ready for occupancy on November 1, 2020.

### **Type of Business:**

The Town is seeking proposals from interested parties desiring to utilize the historic Ice House building for retail purposes to operate during normal business hours (minimum 10 a.m. to 5 p.m., Monday through Friday during May-November season). Preference may be given to retail uses that are in operation throughout the entire year and those that operate on Saturdays and have extended hours of operation beyond 5:00 p.m.

The proposed uses must be allowed within the Central Business zoning district and require only a zoning permit for administrative approval.

### **Proposals Guidelines:**

Proposals must include:

- Business name, address and contact information
- The type of business and hours of operation
- Number of employees
- Business history
- A proposed lease amount as part of a draft lease agreement. Note that proposed contract terms and conditions will be negotiated upon selection of winning bidder for this RFP. Terms may include monthly lease rate, parking designation, hours of operation, signage, utility fees, public use of restroom facilities, etc. Please note that the tenant will be responsible for all utility costs associated with the building.

### **Proposal Evaluation Criteria:**

The following criteria will be considered when evaluating proposals:

- Compatibility of proposed use with downtown business environment



- History of business
- Consistency of proposed business operational hours with a preference given to those that offer operating hours into the evening (i.e. after 5:00 p.m.)
- Number of months of operation with a preference given to year round operation
- Type of business with a preference given to retail
- Proposed lease rate

**Submittal Process:**

Written responses to this RFP are due by 2:00 PM on Friday, September 11, 2020 by email to: [sfox@toibr.us](mailto:sfox@toibr.us)

RFPs may also be hand-delivered to:

Town Hall  
1036 Main Street  
Blowing Rock, NC 28605

Questions may be directed by phone to Shane Fox at 828-295-5200.

Submittals will be evaluated by Town Staff and will then be submitted to the Blowing Rock Town Council for their review, consideration, and approval. Current scheduling will allow Town Council to approve a lease agreement with a successful bidder on October 13, 2020, with the building being available for occupancy on November 1, 2020.

**§ 160A-272. Lease or rental of property.**

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

To: Mayor J.B. Lawrence and Blowing Rock Town Council

From: Kevin Rothrock, Planning Director

Subject: Approval of Resolution 2016-22 Authorizing a Three (3) Year Lease for Use of the Historic Ice House

Date: September 13, 2016

At the June 14, 2016 Council meeting, Town Council agreed to consider a lease agreement with Sheri Furman, owner of Take Heart, for use of the Ice House for a retail business. The proposed terms are a three (3) year initial lease with an incrementally increasing lease rate of \$875/month plus utilities for the first year, \$900/month plus utilities for the second year, and \$950/month plus utilities for the third year.

To meet NC General Statutes, a 30-day public notice was advertised in the Blowing Rocket on August 4, 2016 describing the referenced incremental lease rate, plus utilities, for the initial three (3) year term.

#### **ICE HOUSE RENOVATION**

The Ice House was recently renovated by VPC Builders. Punch list items are being finalized and all work should be completed by September 12, 2016. This would allow Ms. Furman to occupy the building on September 14, 2016 if the attached resolution is approved.

#### **GENERAL LEASE TERMS**

Some of the lease terms include:

1. Insurance – The tenant must provide a \$500,000 policy for both public liability and property damage
2. Repairs – The tenant is responsible for interior repairs and the Landlord is responsible for exterior repairs
3. Sublease – no subleases are permitted without Landlord approval

#### **ATTACHMENTS**

1. Resolution 2016-22 which authorizes Town Council to enter into a three (3) year lease agreement with Take Heart retail business
2. Lease Agreement between Town and Sheri Furman
3. Proposal from Sheri Furman, owner of Take Heart
4. Public Notice from August 4, 2016



**RESOLUTION #2016-22****A RESOLUTION TO AUTHORIZE LEASE OF THE HISTORIC ICE HOUSE**

WHEREAS, the Town of Blowing Rock is the owner of a certain tract of real property referred to as the Historic Ice House, located at 140 Maple Street; and

WHEREAS, NC General Statutes 160A-272 permits the Town to lease property for terms less than 10 years; and

WHEREAS, the Town provided 30-day public notice in the Blowing Rocket describing the property to be leased and the proposed lease terms under consideration, consistent with NC General Statute 160A-272; and

WHEREAS, the Town received a proposal to lease the Ice House from Bless Your Heart (dba Take Heart) for three (3) years with an incrementally increasing lease rate; and

WHEREAS, the property is zoned CB, Central Business which permits retail business at this location; and

NOW, THEREFORE, the Blowing Rock Town Council resolves that:

1. The Town Council accepts the lease terms from Take Heart of \$875.00/month plus utilities for year one (1) beginning on September 14, 2016, \$900.00/month plus utilities for year two (2), and \$925.00/month plus utilities for year three (3).
2. The lease term shall end on September 13, 2019
3. This resolution shall be effective upon adoption.

This the 13<sup>th</sup> day of September, 2016.

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J.B. Lawrence, Mayor

ATTEST:

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Hilari H. Hubner, Town Clerk

PREPARED BY: DEAL, MOSELEY & SMITH, LLP, Attorneys at Law, P.O. Box 311,  
Boone, NC 28607 Tel (828)264-4734

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT made and entered into this 13th day of September, 2016 by and between TOWN OF BLOWING ROCK, a North Carolina Municipal Corporation of Watauga County, North Carolina (hereinafter referred to as "Landlord"); and SHERI FURMAN d/b/a TAKE HEART, LLC, a North Carolina Limited Liability Company, a citizen and resident of Watauga County, North Carolina (hereinafter referred to as "Tenant").

WITNESSETH:

1. Premises. That for and in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set forth, Landlord does hereby demise and lease unto the Tenant and the Tenant does hereby lease from Landlord those certain premises described as the property known as the Historic Ice House Building located at 140 Maple Street, in the Town of Blowing Rock, hereinafter called "Demised Premises".
2. Acceptance of Property and Conditions of Lease Agreement. Neither Landlord nor its agents have made any representations with respect to the Demised Premises except as expressly set forth herein and no rights, easements, or leases are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant acknowledges that Landlord has completed certain renovations and improvements to the Demised Premises, and Tenant, by taking possession of the Demised Premises, agrees to accept the same in its "as is" condition.
3. Term and Rent. The term of this lease shall be for three (3) years, commencing on September 14, 2016, and ending on September 13, 2019 both dates inclusive, unless sooner terminated as herein provided. During the first year of the lease term, beginning on September 14, 2016, and continuing on the 14<sup>th</sup> day of each month thereafter, Tenant shall pay Landlord rent in equal monthly payments of Eight Hundred Seventy Five Dollars and 00/100 (\$875.00). Beginning on September 14, 2017, and continuing on the same day of each month thereafter, Tenant shall pay Landlord in equal monthly payments of Nine Hundred Dollars and 00/100 (\$900.00). Beginning on September 14, 2018, and continuing on the same day of each month thereafter until the termination of this Lease Agreement, Tenant shall pay Landlord in equal monthly payments of Nine Hundred Fifty Dollars and 00/100 (\$950.00). The rent shall be paid to Landlord at P.O. Box 47, Blowing Rock, North Carolina 28605, or at such other place as Landlord shall designate to the Tenant.
4. Taxes. During the term of this lease, Tenant shall not be responsible for paying any real property taxes imposed on the Demised Premises. Tenant shall pay any



personal property taxes imposed on the contents located in the building on the Demised Premises.

5. Insurance. The Tenant shall obtain a public liability insurance policy for the minimum coverage of \$500,000.00 bodily injury and property damage liability (combined single limit), \$500,000.00 each occurrence and \$1,000,000.00 aggregate. Landlord shall be named as an additional insured on said policy and shall be furnished with a copy of same.

Landlord shall not be liable to Tenant for any business interruption or any loss or damage to property or injury to or death of persons occurring in the Demised Premises, or in any manner growing out of or connected with the Tenant's use and occupation of the Demised Premises, or the condition thereof, whether or not caused by the negligence or other fault of the Landlord or its agents, employees, sub-tenants, licensees, or assigns. This release shall apply to the extent that such business interruption, loss, or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Landlord or Tenant, or both. Nothing herein shall be construed to impose any other or greater liability upon Landlord than what would have existed in the absence of this provision. The applicable insurance policies of the Tenant shall contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. The release in favor of the Landlord contained herein is in addition to, and not in substitution for or in diminution of, the hold harmless and indemnification provisions hereof.

Landlord shall maintain a hazard insurance policy on the building in which the Demised Premises are located for an amount no less than the estimated replacement cost of the building. Tenant shall maintain insurance for the contents located in the building on the Demised Premises and owned by Tenant.

6. Repairs. Tenant shall, at the Tenant's expense, make all necessary repairs and replacements to the interior of the Demised Premises, and Landlord, at Landlord's expense, shall make all necessary repairs and replacements to the exterior of the Demised Premises. Further, any repairs or replacements which must be made as a result of Tenant's negligence shall be made at Tenant's expense, and upon default on the part of Tenant in paying for such repairs or replacements, Landlord shall be entitled to add the cost of such repairs or replacements to the Tenant's account and the expense thereof shall constitute and be collectible as additional rent. All repairs and replacements shall be in quality and class at least equal to the original work, and Landlord shall have the right to select the contractors who perform the work associated with the repairs or replacements.
7. Use of Property. The Tenant shall use the Demised Premises for the specific purpose of operating a retail floral design business with an emphasis on holiday promotions through the various seasons. The hours of operation are to be Thursday, Friday and Saturday from 10:00 AM to 6:00 PM from May through October, and the store would be open on Tuesdays and Wednesdays by special

requests. In November and December the store would be open Thursday through Saturday as a Christmas Holiday House. In January through April, the store would be open on special event weekends such as Winterfest, Valentines Day and the Wine Festival.

8. Improvement of the Property. No alteration or addition to the improvements on the Demised Premises shall be made by the Tenant without the written consent of Landlord. Any alteration, addition or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as a part thereof, shall at Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

The Tenant shall have the right to construct, erect, place, paint, maintain and control on the Demised Premises any sign or signs which may be necessary in the conduct of its business and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said sign, as far as is reasonably possible. Provided, that Tenant's right to erect, place, paint, maintain and control a sign or signs on the Demised Premises shall be subject to and conditioned upon Landlord's prior written approval with respect to the number of signs, dimensions, color, and materials used with respect to said signage.

9. Utilities. Tenant shall pay all utility charges, including, but not limited to, gas, electricity, light, heat, water, sewer, power and telephone or other communication service used, rendered, or supplied upon or in connection with the Demised Premises and shall indemnify Landlord against any liability or damages on such account.
10. Assignment and Subletting. The Tenant shall not assign this lease or sublet any part of the Demised Premises without the prior written consent of Landlord.
11. Surrender of the Demised Premises. At the expiration of the lease term, the Tenant shall surrender the Demised Premises in as good condition as they were in at the beginning of the term, reasonable use and wear and damages by the elements excepted.
12. Damage or Destruction by Fire. In the event that the Demised Premises shall be damaged or destroyed by fire, the elements or other casualty during the lease term, then in that event either the Landlord or the Tenant shall have the right to cancel and terminate this lease with the rents to be adjusted as of the date said lease is terminated. Upon such termination, neither party shall have any rights against or obligations to the other party.



13. Condemnation. If the whole of the Demised Premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Tenant shall have no interest in any damages and/or monies paid by virtue of such condemnation. In the event of a partial appropriation or condemnation of the Demised Premises that does not materially affect the Tenant's use thereof, the Tenant shall continue in possession of the unappropriated part of the Demised Premises under the terms and conditions hereof except that in such case if the Tenant actually loses the use of part of the Demised Premises, the Tenant shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Tenant's use of the Demised Premises, the Tenant may, at its option, terminate this lease and Landlord shall refund the Tenant any unearned rental existing at the time of said termination. However, the Tenant shall have no interest in any damages and/or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Tenant shall be entitled to a separate award made to Tenant for loss of business, moving expense or the taking of Tenant's fixtures or equipment if a separate award for such items is made.

14. Indemnity and Attorney's Fees. The Tenant shall indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use by the Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its agents, employees or invitees. In case Landlord shall, without fault on its part, be made a party to any litigation instituted against the Tenant by reason of the Tenant's use or occupancy of the Demised Premises, then the Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in such litigation. In addition, Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of the Tenant contained in this lease.
15. Damages. If the Demised Premises shall be deserted or vacated, or if proceedings are commenced against the Tenant in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Tenant's property either before or after the commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than five (5) days after said rent is due, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Tenant for more than twenty (20) days after written notice of such default by Landlord, this lease (if Landlord so elects) shall thereupon become null and void, and Landlord shall have the right to re-enter or repossess the Demised Premises, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, and their effects, without being liable to any prosecution therefor. In such case, Landlord may, at its option,



relet the Demised Premises or any part thereof, as the agent of the Tenant, and the Tenant shall pay Landlord the difference between the rent hereby reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term. The Tenant waives and shall waive all right to trial by jury in any summary proceeding hereafter instituted by Landlord against the Tenant in respect of the Demised Premises.

16. Quiet Enjoyment. Landlord covenants that if and so long as Tenant pays the basic rent and performs all of the terms, covenants, and conditions of this lease on Tenant's part to be performed, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises for the term of this lease, but always subject to the provisions of the lease.
17. Notice. All notices, consents, requests, instructions or other communications provided for herein shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

If to Tenant: Sheri Furman  
Take Heart, LLC

\_\_\_\_\_  
\_\_\_\_\_

If to Landlord: The Town of Blowing Rock  
P.O. Box 47  
Blowing Rock, NC 28605

Any such notices, consents, requests, instructions, or other communications sent by certified or registered mail shall for the purposes of this lease be considered received one (1) day after it is deposited in the United States Mail, postage pre-paid.

18. Time of the Essence. For all periods set forth in this Lease time shall be of the essence.
21. Miscellaneous. All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, and assigns of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning, whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The law of the State of North Carolina shall control this lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be duly executed and sealed the day and year first above written.

LANDLORD:

TOWN OF BLOWING ROCK  
A North Carolina Municipal Corporation

By: \_\_\_\_\_(SEAL)

TENANT:

TAKE HEART, LLC  
A North Carolina Limited Liability Company

By: \_\_\_\_\_(SEAL)  
Sheri Furman, Member-Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify  
that \_\_\_\_\_, Landlord, personally appeared before me this day and  
acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

NOTARIAL SEAL:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that SHERI FURMAN, Member-Manager of Take Heart, LLC, a North Carolina Limited Liability Company, Tenant, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the company.

WITNESS my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

NOTARIAL SEAL:

# PROPOSAL

**To: Town of Blowing Rock**

**For: Rental of "Ice House"**

140 Maple Street

Blowing Rock, NC 28605

**Presented by:**

**Bless Your Heart dba Take Heart**

1009 Main Street

Blowing Rock, NC 28605

Contact Person: Sheri Furman                      828-295-3444    or    828-295-8424

**Type of Business:**

**Retail. Floral Design. Holiday Promotions.**

The "Ice House" is directly behind our current store front and would enable us to expand and help facilitate our current location on Main Street. We would use it as an extension of our current business much like an annex or an extension of our daily operations. We would also promote holidays and town events, sales and special features out of this location. Example: Wine Festival or Christmas House to sell our Christmas garland and wreaths.

**Number of Employees:** Currently we have 3-4 employees based upon season and events. I would rotate these employees to serve at the Ice House location. We would have 1-2 employees there based upon the season and expected growth.

**Business History:** Bless Your Heart (dba Take Heart) has been in business for approximately 19 years and has had a location in Blowing Rock for 10 years. We are a property owner of our commercial space that is located on Main Street. We are seeking the rental of the "Ice House" as an avenue to expand and help facilitate our ever growing current business.



**Proposed Hours of Operation:**

**January-April:** We would have the Ice House opened on weekends Thursday - Saturday for special events such as Winterfest, Valentine's Day and the Wine Festival.

**May-October:** We would seek to have the Ice House open on Monday, Thursday, Friday and Saturday. We will open also on Tuesday and Wednesday upon demand, request and event. Our hours of operation would be 10-6. (We often extend our current shop hours from 6:00 to 7:30 and would consider this for the Rock House as well).

**November -December:** We will be open Thursday, Friday and Saturday. (Other days upon request and demand. ) We will seek to turn this facility into a Christmas Holiday House with wreaths, garlands and arrangements and would pursue creating it as a destination place.

**Proposed Lease Amount:**

**First Year:** \$875/month plus utilities

**Second Year:** \$900/ month plus utilities

**Third Year:** \$950/month plus utilities

**Regarding Lease:** We default to your recommended commercial lease agreement. We would make rent payments the first of every month or as instructed.

**Insurance:** We would carry insurance on the contents of the building.

**Security Deposit:** We would pay one month's rent.

**Signage:** Since the Ice House is located directly behind us and 50 paces from our front door, we expect to promote the Ice House mainly through invitation and foot traffic of our current customer base. We would make all signage compliant to the sign ordinance.

**Personal Note:**

As a current property owner of one of the oldest buildings in town, it would be an honor as well as a personal quest to create a viable business in the historic building known as the Ice House. One of the joys of being a shop keeper is to participate in the history of our town by honoring the past as well as working diligently to create an economy in our historic structures for the future. We feel we have experience in operating out of a small venue and making it successful. We would enjoy bringing "life" once again to the Ice House and representing our town by having a successful business in this historic location.

## **PUBLIC NOTICE**

On Tuesday, September 13, 2016 at 6:00 PM, the Blowing Rock Town Council will consider a resolution authorizing a lease agreement for the use of the Historic Ice House building located at 140 Maple Street. The lease agreement will be a three (3) year term between the Town and Bless Your Heart (dba Take Heart) with an incrementally increasing lease rate of \$875/month plus utilities for the first year, \$900/month plus utilities for the second year, and \$950/month plus utilities for the third year.

The regular Town Council meeting will be held in the Council Chambers in the Blowing Rock Town Hall, 1036 Main Street. The Town Hall is ADA accessible.

Hilary H. Hubner  
Town Clerk

## **Consent Agenda Item - Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Water Plant Bulk Tanks**

**Date: August 11, 2020**

**Request:** To allow for Town Staff and McGill to prepare a schematic bid package to solicit informal bids to complete the removal of the old bulk chemical tanks at the Water Plant. Bids will be received and reviewed to possibly award at the October 2020 Town Council Meeting. Potential funding would be derived from current Water Plant Reserves.

**Background:** See attachment from McGill

**Attachments:** Blowing Rock WTP Chemical Tanks - McGill

## MEMORANDUM

To: Shane Fox, Town Manager

From: Douglas Chapman, PE

Date: August 5, 2020

Subject: Water Treatment Plant Bulk Chemical Tanks

The operators at the Town's water treatment plant receive chemicals for water treatment (caustic for pH adjustment and alum for coagulation) in bulk shipments of approximately 5,000 gallons. To accommodate those shipments, the plant includes one (1) caustic tank and two (2) alum tanks. Chemicals from these bulk tanks are then transferred to day tanks, used at the plant to feed directly to the process. Due to the high-quality raw water entering the plant, chemical shipments last for an extended period. The existing bulk tanks are original to the plant construction in the late 1970s, and in conjunction with the piping and pumps, have experienced leaks. Herein are photos of the tanks, the chemical containment area, and transfer pumps. Unfortunately, caustic is very corrosive, and forms crystals as it is exposed to the atmosphere.







Given the condition and age of this equipment, we recommend replacement of the bulk storage tanks for both alum and caustic, as well as the associated piping and transfer pumps. With the smaller amount of chemicals used, this replacement can be accomplished by utilizing the day tanks without taking the water plant out of service. Along with demolition of the existing tanks, clean up of the leaked and crystalized chemicals will be a necessary step in this process. Further, the access door to the lower level will need to be removed, and possibly replaced as part of this project.

McGill will prepare a schematic bid package to solicit informal bids to complete this work, and endeavor to have bids back for award at the October Town Council meeting.

We will be available at the Town Council meeting to answer any questions.

## **Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Chestnut Drive/Morris Street Drainage Project**

**Date: August 11, 2020**

### **Request:**

For discussion and possible action – Consider a change order to current Paving and Stormwater Project 2020 to include a more substantial drainage project along Chestnut Drive and Morris Street. Funds to be utilized from current paving budget, possible contingency funds and remaining funds from the Sunset Project close-out. We currently have approx.. \$62k in current drainage budget, approx.. \$50K in contingency, and approx. \$300K in monies available from the Sunset Drive Project finalization reconciliation under budget.

### **Background:**

Chestnut Drive and Morris Street have encountered stormwater issues for several years. As construction along Chestnut is nearing, repeated heavy rains in spring and early summer has intensified the need to complete a more expanded scope of drainage improvements along Chestnut. Please see the attached Memorandum from McGill for more information.

**Attachments:** Memorandum – McGill

## MEMORANDUM

To: Shane Fox, Town Manager

From: Douglas Chapman, PE

Date: August 5, 2020

Subject: General Obligation Bond Roadway Paving Project – Chestnut Drive Drainage

As part of the 2014 General Obligation bond package, the Town set a goal of paving all its streets that had not been paved in the preceding few years. During the fall of 2019, the development of a final paving bid package was developed, which included Chestnut Drive. During the heavy rains of late 2019 and construction in the area, repeated stormwater problems were identified along Chestnut Drive. When the final paving bid package was prepared, drainage improvements along Chestnut Drive generally from Main Street to Chestnut Circle was included as a bid alternate. The low bid amount for that alternate was \$220,180.00. With a limited amount of funds available at award, only a limited scope of the project was awarded, to include a portion of stormwater facilities near the east side of St Mary's, and a section east and south of Morris Street along Chestnut.

As construction along Chestnut is nearing, repeated heavy rains in spring and early summer has intensified the need to complete a more expanded scope of drainage improvements along Chestnut. To that end, we have met with Town Staff and the Contractor to develop a series of comprehensive stormwater steps to manage rainwater along this section of Chestnut (Main Street to Chestnut Circle).

The map below outlines the drainage patterns in the subject area, showing that much of the water along Chestnut on the upstream end (shown in yellow) remains along the road. Other drainage areas (shown in pink) flow overland and impact Chestnut east of St. Mary's. Discharge from these areas, flows to one of 2 areas, Chestnut under Main Street past BRAHM, and Morris Street to the elementary school. Our plan with these improvements is generally to maintain the existing drainage patterns, but more effectively capture and convey the runoff.



The proposed stormwater improvements have been segregated into 5 segments, as outlined in differing colors on the map. Those sections have differing functions, benefits, and costs, as outlined below:

1. Segment 1 (blue) – just east of St. Mary’s – collects water coming overland (from the former hospital site) and distributes to piping flowing under Main Street. Cost - \$22,000
2. Segment 2 (red) – Morris St to south of Henkle – collects water along Chestnut from Morris to the north entrance of the former hospital site (reducing the flow in ditchlines) and conveys to the drainage ditch along Morris St. Cost - \$83,000
3. Segment 3 (yellow) – Chestnut to BRES – conveys water along the east side of Morris from the piping along Chestnut to the piping on the school property. Essentially, this work includes piping the ditch in this area, and paving back a small ditch. Cost - \$60,000
4. Segment 4 (purple) – Henkle to Chestnut Circle – collects water along Chestnut to Chestnut Circle, including capturing water routed to the west side of Chestnut, north of Grandfather, after the road is regraded and paved. Cost - \$80,000

5. Segment 5 (green) – St Mary's to Morris St – allows Town staff to direct water south and east of Morris along Chestnut from discharging to Morris St, to discharging to Main Street. A junction box with an overflow weir would be installed at the connection point. Cost - \$38,000

Total project costs for all these segments of storm drainage improvements is \$277,000. The project contract as awarded, included \$62,560 in storm drainage improvements (segment 1 and portions of segment 2).

We will be available at the Town Council meeting to present and answer any questions.

## **Consent Agenda - Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Blowing Rock Chamber – Art in the Park Contract**

**Date: August 11, 2020**

**Request:** The Blowing Rock Chamber of Commerce is requesting a renewal of their current Art in the Park contract for an additional five years.

**Background:** The Blowing Rock Chamber of Commerce has completed the Town's application process and is attached for your review. The current contract expires at the end of 2020.

### **Attachments:**

1. Art in the Park Application – 5-year renewal



**Town Of Blowing Rock**  
**Special Events/Activities Application**  
(Must be submitted to Town Hall)

**Town Of Blowing Rock**  
**PO Box 47**  
**1036 Main Street**  
**Blowing Rock, NC**  
**28605**  
  
**Tel 828-295-5200**

The purpose of this application is to provide information about your event or activity in order for various departments and agencies to determine if they need to be involved in the approval and/or permitting process. Depending on the specific event, a permit application and/or fee(s) from individual departments may be required.

**The applicant is responsible for providing complete and accurate information on the application, including an attached detailed site plan. The applicant is also responsible for notifying the Parks Department of any changes. Incomplete applications will not be accepted.** \*\*A complete application should be submitted at least **90 days** prior to the planned event to allow sufficient review time. Town staff may contact you with specific questions. Any official may require a pre-planning meeting.

Applications and events are prioritized based on a first come-first served basis and the Town may approve or disapprove an event's requested date based on availability of resources. Events that occur on an annual basis will receive priority the following year.

Applicant should contact the Parks Department to verify date availability prior to submission of application.

**\*\*NO MORE THAN 2 RACES WILL BE ALLOWED IN ANY GIVEN MONTH**

**\*\*If the event is to be held on public property, approval to use the property must be obtained from Town Council; therefore the application must be submitted 90 days prior to the event.**

**APPLICANT INFORMATION**

Name of Event: \_\_\_\_\_

Applicant Name & Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Mailing (Billing) Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Description of the Event: \_\_\_\_\_

Does the event have a Twitter, Facebook or other social networking page: \_\_\_\_\_

If yes, please list URL(s): \_\_\_\_\_

<b>Event Address:</b>
<b>Date of Event:</b>
<b>Event Start Time:</b> _____ <b>Event End Time:</b> _____
<b>Set-Up Begins:</b> _____ <b>Clean-Up Ends:</b> _____
<b>Preferred Date &amp; Time of Inspection:</b>
<b>Estimated Attendance:</b>
<b>The Event is:</b> <input type="checkbox"/> Private (by invitation only) or <input type="checkbox"/> Open to General Public

**APPLICANT'S SIGNATURE** Charles Hardin **DATE:** 8/3/2020 A pre-planning meeting may be required and will be scheduled to include the appropriate staff. The event applicant must attend the meeting. The town reserves the right to require others to attend.

## TENTS & MEMBRANE STRUCTURES

**\*\* Tent** is a structure, enclosure, or shelter, with or without sidewalls or drops **\*\***

Will tent(s) be used for the event? ☐ Yes ☐ No

Number of Tent(s) planned: \_\_\_\_\_

Size of Tent(s) planned: \_\_\_\_\_

Percentage of side walls if any to be used for each tent: \_\_\_\_\_

Detail tent location, size, percentage of side walls and spacing for each on required site plan.

**\*\* Membrane structure** is an air-inflated or air supported structure **\*\***

Will inflated/air Supported membrane(s) structures be used for the event? ☐ Yes ☐ No

Number of air inflated/air supported membrane structures planned: \_\_\_\_\_

Size(s) air inflated/air supported membrane structures planned: \_\_\_\_\_

Detail air inflated/air supported membrane structure location(s), size and spacing for each on required Site plan.

## POWER SOURCES

Will you use electric generators? ☐ Yes ☐ No

If yes, will Power Distribution boxes be used? ☐ Yes ☐ No

Provide contact information for contractor supplying generator power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Will you use electric power from an existing structure? ☐ Yes ☐ No

If yes, will direct wiring to breakers be required? ☐ Yes ☐ No

Provide contact information for person responsible for setup of power:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## HAZARDOUS MATERIALS

Will there be any portable heaters?? ☐ Yes ☐ No

Will there be any deep fat fryers?? ☐ Yes ☐ No

Will the event have any hazardous materials such as propane, butane, gasoline, diesel tanks, helium cylinders or other upright tanks? ☐ Yes ☐ No

**If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.**

Will there be any fireworks, lasers, torches, candles or pyrotechnics? ☐ Yes ☐ No

**If yes, contact the Blowing Rock Fire & Rescue office at 828-548-2800 for more information.**



### VOICE/MUSIC AMPLICATION

Are there any musical entertainment features related to your event? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no proceed to next section)
If yes, state the number of bands and type of music:    Number of bands: _____ Type(s) of music: _____
Will a portable or temporary stage be utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes*, state the number of portable or temporary stages: _____ Will stage have canopy with frame that supports equipment (lighting, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes* state the size of canopy: _____
Provide contact information for contractor providing stage: Name: _____ Phone: _____ Email: _____
Will your event use amplified sound? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate times:    Start time: _____    Finish time: _____

### ALCOHOL

Will alcoholic beverages be served? <input type="checkbox"/> Yes <input type="checkbox"/> No    (If yes, NC ABC permit required)
Will alcoholic beverages be sold? <input type="checkbox"/> Yes <input type="checkbox"/> No    (If yes, NC ABC permit required)
What type of alcohol will be served? <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Draft Beer    <input type="checkbox"/> Can/Bottle Beer    <input type="checkbox"/> Wine    <input type="checkbox"/> Liquor         </div>
Who will be serving the alcohol?
Times for alcohol to be served:
Locations within event site where alcohol will be served:
Have you applied for a North Carolina temporary ABC permit? <input type="checkbox"/> Yes <input type="checkbox"/> No

### MECHANICAL RIDES

Does the event include mechanical rides, or other similar attractions? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe attractions: _____
<b><i>Applicants contracting with amusement ride companies are required to provide the Town of Blowing Rock with a certificate of insurance, naming applicant and the Town of Blowing Rock (if applicable) as additional insured on general liability.</i></b>

## VENDORS

**PLEASE ATTACH COMPLETE LIST OF VENDORS IF ON PUBLIC PROPERTY.**

Does the event include food vendors? ☐ Yes ☐ No

If the event will have food vendors, please check the following that apply:

☐ Served ☐ Sold ☐ Free ☐ Catered ☐ Prepared Outdoors

Does the event include food concession and/or cooking areas? ☐ Yes ☐ No

If yes, please list each vendor and specify cooking method (Gas, Electric, Charcoal, Other)

*(Use additional sheet if necessary)*

<b>VENDOR</b>	<b>COOKING METHOD</b>	<b>FOOD ITEM</b>

*Fire Code requires a fire extinguisher at each cooking location. Event organizers are responsible for arranging health inspections for their events.*

## EVENT SCHEDULE

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be completed. (Use additional sheet of paper if necessary)

<b>DATE</b>	<b>TIME</b>	<b>ACTION</b>	<b>ADDITIONAL NOTES</b>

## TOWN SERVICES

*The Town of Blowing Rock does not provide amenities such as portable washrooms, sound systems, tables, chairs, tents, canopies or other equipment.*

### TRASH AND RECYCLING PLAN

In order to determine what types of containers are needed for the event, please answer the following questions: Are you requesting trash/recycle bins from the town? Yes / No

How many trash bins are you requesting for trash? \_\_\_\_\_

How many recycle bins are you requesting? \_\_\_\_\_

Delivery Location? \_\_\_\_\_

Date and Time for trash or recycling bins to be emptied\picked up:

*Applicants are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of an applicant's failure to clean and/or restore the site following the event will be paid for by the applicant. If you reasonably believe that no litter will be generated during your event, please state this in your plan.*

### PUBLIC PROPERTY CLEAN-UP

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event? \_\_\_\_\_

*If town personnel are needed to assist with event site clean-up the applicant will be required to hire off Duty personnel.*

If needed, please list preferred Date & Time for clean-up staff to arrive: \_\_\_\_\_

Will any of the following services be used for the event:

☐ Water Service

☐ Portable Toilet Services

☐ Wastewater Service

☐ Public Restrooms

☐ Public Electric Power

### SAFETY AND SECURITY (CHECK TYPES OF SECURITY USED)

☐ Beer/Alcohol Security ☐ Stage Security ☐ Event Area Security ☐ Gate Security

☐ Road Closure Security ☐ Money Handling Security ☐ Other \_\_\_\_\_

☐ Overnight Security From \_\_\_\_\_: \_\_\_\_\_ To \_\_\_\_\_: \_\_\_\_\_

Dates & Times security will be on site: \_\_\_\_\_

Security provided by: \_\_\_\_\_ Number of Security Personnel: \_\_\_\_\_

*Applicant may be required to hire sworn off-duty Town of Blowing Rock police officers to provide security to insure public safety. The Blowing Rock Police Department will determine the number of security personnel required on site.*

## WALK, RUN, CYCLE EVENTS ON PUBLIC ROADWAYS

Number of participants expected: \_\_\_\_\_ % of participants expected under 18: \_\_\_\_\_

\*Must be at least 100 participants and no more than 2,000 per route.

Number of volunteers expected: \_\_\_\_\_ % of volunteers expected under 18: \_\_\_\_\_

## ADDITIONAL GUIDELINES AND REQUIREMENTS

**Please initial all guidelines below and provide the information requested at the time the application is submitted.**

Must use a pre-approved route from the Town/NCDOT and/or pre-approved neighborhood route and/or track or one of the options not on roadways that are available at a park. \_\_\_\_\_

Must include a certificate of liability insurance for walk, run, and/or cycle event if the start/finish are on public property. \_\_\_\_\_

Must include a plan for volunteers for events with an anticipated attendance of 100 participants or more (how many, their duties). \_\_\_\_\_

Must include a parking plan for participants and volunteers (can be included in site plan). \_\_\_\_\_

The provision of twenty foot (20') minimum emergency access lanes throughout the event site. \_\_\_\_\_

Temporary signs may be used to mark a course. No markings of any kind (permanent or temporary) are allowed on roadways, sidewalks, or parking lots. \_\_\_\_\_

Any unauthorized traffic control device or other sign or message placed on the highway right-of-way by a private organization or individual constitutes a public nuisance and should be removed. Any violations of this policy will result in disapproval of future event(s). \_\_\_\_\_

Do not assume, advertise, or promote your event until you have a signed permit from the Blowing Rock Police Department, along with permission from town staff and Blowing Rock Town Council. Conflicts do arise and changes to the request may be necessary. \_\_\_\_\_

Organizers to make sure race starts at the time approved on the application. Any deviated start times shall be requested no later than 30 days prior to the event. A deviated time request cannot be guaranteed approval. \_\_\_\_\_

Event organizers to assist in enforcing safe roadway rules. \_\_\_\_\_

Event volunteers standing throughout the course to direct as well as instruct participants to stay out of the roadway. \_\_\_\_\_

Cancellation of any event must be in writing/email to the permit center no later than 30 days prior to the scheduled date of the event. \_\_\_\_\_

**A VIOLATION OF ANY GUIDELINE REQUIREMENT COULD RESULT IN THE DENIAL OF FUTURE EVENTS. \_\_\_\_\_**

## SITE PLAN

Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. The plan should include the following information (if applicable):

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, alcohol sales, etc.
- Identify location of all cooking devices and open flames.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.
- Identify location of any generators and fuel storage.

## SITE PLAN SKETCH

## ATTACHMENT CHECKLIST

In addition to the Special Event Application form, the following supporting documents are required to complete your application package and begin the review process:

### **All Events:**

- ☐ Site Plan Sketch
- ☐ Parking Plan for participants and volunteers (May be included in site plan)
- ☐ Volunteer Plan for events with an anticipated attendance of 100 participants or more (how many, their duties)

### **All Public Property Events:**

- ☐ Certificate of Insurance listing the Town of Blowing Rock as certificate holder and additional insured.

### **Public Property Event at a Public Park:**

- ☐ Email from the Parks and Recreation Director indicating approval of the event date. Parks and Recreation Director may be reached at (828) 295-5222 or [jbrown@toibr.us](mailto:jbrown@toibr.us).

### **Waiver Request:**

- ☐ I am requesting a waiver from the Section which prohibits animals from special events on town property. I have included the required safety plan with the application.

## USE OF PUBLIC PLACES

**\*\* THIS SECTION IS ONLY TO BE COMPLETED IF REQUESTING TO HOLD AN EVENT IN PUBLIC PLACES AND PARKS \*\***

### **RULES REGULATING THE USE OF PUBLIC PLACES AND PARKS FOR SPECIAL EVENTS**

- The Town Council reserves the right to reject any application as to the use of any area for any special event. If the Town Council learns that the event or vendors participating were misrepresented to the Town Council or that the event in any way fails to comply with the rules regulating the use of public places or fails to comply with any applicable local, state, or federal laws, it reserves the right to rescind any approved application up to and during the course of the event. In the case of a special event being held at a Town-owned facility for which a rental fee is usually charged, the normal rental fee shall be charged to the applicant unless the Town Council waives such rental.
- Application must be filed in the Town Manager's Office at least ninety (90) days prior to the time that the applicant desires to first take possession of the area to make preparations for the special event. The applicant for a special event must be a non-profit organization, organized and existing for the purpose of either some charitable or public benefit or for the promotion of business in the area of Blowing Rock. In addition, said non-profit organization may at the request of the Council be required to produce evidence of their non-profit corporation status as defined by state and federal laws. In addition, procedures to be used for selecting participants and vendors must be included with the application.
- The applicant shall provide to the Town Manager at least two (2) weeks prior to the beginning of the public participation in the special event a list of all of the vendors or others having booths or display tables during the special event. No other persons may sell merchandise or operate any booth or display tables during the special event, unless the applicant, in writing, requests the Town Manager to amend such list accordingly and permission is granted.
- No motor vehicles or other large equipment or manufactured items or livestock will be permitted within the area unless they are clearly identified and described and the proposed location is stated in the application and specific approval is given.
- The size, type of construction and location of display tables and booths must be described generally in the application; all construction must be safe and self-sustaining; no spikes or other holding devices may be driven into the ground of any street, sidewalk or tied to any tree.
- When food preparation, painting and/or pottery making activities or similar activities are held, appropriate protective materials must be placed over any paved or brick areas for protection.

- No tents may be placed in the area without being described and exhibited to the Fire Prevention Inspectors of the Blowing Rock Fire & Rescue Department and special approval by the Town Council.
- Public address systems can be used only if specifically requested in the application and special permission given, including limitations as to use.
- Sufficient portable toilets shall be provided for the expected number of participants.
- A first-aid station shall be provided, staffed by competent Emergency Medical Technicians, unless a waiver is requested and granted by the Town.
- The applicant shall be responsible for providing trash receptacles of the number and size as the town shall require in order to eliminate litter.
- If the applicant desires to sell alcoholic beverages, it shall specifically so state in its application and shall provide a sketch of the area where the same will be sold and consumed. The area shall be delineated by barricades, with the entrance to be clearly marked and so constructed as to allow ready control of patrons, including viewing of identification to avoid underage persons being within the barricaded area. Signs shall be posted stating that no one shall leave the barricaded area with alcoholic beverages.
- Application must be made to proper State authorities for special permit for sale of alcoholic beverages. Special permit shall be available for inspection by the Town at any time.
- The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place at the special event and during the time the area is being readied for the event and while it is being cleaned up following the event. A copy of the insurance policy must be submitted to the Town Manager's office prior to the event. The policy is to be one of comprehensive general liability in the amount of not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury per person and One Million Dollars (\$1,000,000.00) per occurrence and not less than One Hundred Thousand Dollars (100,000.00) for property damage per occurrence.
- The applicant will be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event.
- Applicants must obtain any special use permits required by the Blowing Rock Fire Inspector, must comply with all applicable provisions of the North Carolina Fire Code and must at all times insure that all fire lanes in the area to be used remain unobstructed.
- Applicants must comply with all applicable Health Department regulations pertaining to the scheduled event.
- Applicants must comply with the requirements of the Blowing Rock Sign Ordinance.
- Applications must comply with any and all local, state, and federal laws pertaining to equal opportunity and should make every effort to make events accessible to the disabled public. In addition, applicants shall not deny access or a vendor's booth to any group based on national origin, race, religion, age, sex, or disability.



\_\_\_\_\_  
**NAME OF NON-PROFIT ORGANIZATION**

**BRIEFLY DESCRIBE THE PURPOSE OF THE NON-PROFIT ORGANIZATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LIST ORGANIZATIONS OFFICERS:**

_____	_____
	<b>TELEPHONE</b>
_____	_____
	<b>TELEPHONE</b>
_____	_____
	<b>TELEPHONE</b>

**CHAIRPERSON OF THE SPECIAL EVENT:**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**TELEPHONE**

\_\_\_\_\_  
**ADDRESS**

*The undersigned Applicant is aware of the rules regulating the use of public places and parks for special events, and will abide with the same; and further understands that the Town of Blowing Rock will not be responsible for the security or protection of any articles, items, merchandise, display tables, booths or other property owned by the applicant or others participating in the special event. The undersigned Applicant agrees to reimburse the Town of Blowing Rock for the additional cost of providing police department and/or fire department personnel to supervise the event, including services rendered both before, during and after the event itself, to ensure the compliance with all laws and ordinance, to direct traffic and to promote the safety and welfare of participants and other citizens.*

\_\_\_\_\_  
Date

*Charles Hardin*

\_\_\_\_\_  
President

\_\_\_\_\_  
Non-Profit Organization

Approved by:

\_\_\_\_\_  
TOWN MANAGER

\_\_\_\_\_  
DATE

DATE APPROVED BY BLOWING ROCK TOWN COUNCIL: \_\_\_\_\_

**NORTH CAROLINA**

**RELEASE AND INDEMNITY AGREEMENT**

**WATAUGA COUNTY**

**THIS RELEASE AND INDEMNITY AGREEMENT**, entered into **by THE TOWN OF BLOWING ROCK**, a North Carolina Municipal Corporation, party of the first part, and the \_\_\_\_\_, a non-profit organization with its principal place of operation being \_\_\_\_\_ County, North Carolina, party of the second part:

**WITNESSETH**

**WHEREAS**, the party of the first part is desirous of allowing the party of the second part to conduct a special event within the Town Limits of Blowing Rock, North Carolina, pursuant to the Blowing Rock Town Code; and

**WHEREAS**, the party of the second part is desirous of conducting a special event within the Town Limits of Blowing Rock, North Carolina; and

**WHEREAS**, to this end, said party of the second part has heretofore filed with the Town of Blowing Rock an application for approval of said event, and wishes to enter into this Release and Indemnity Agreement pursuant to the Blowing Rock Town Code and the administrative rules of the Town of Blowing Rock;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. That the party of the second part hereby completely and unequivocally releases the party of the first part, the officials of the party of the first part, and all employees of said party of the first part, and their families, from any and all claims, damages, injuries or rights of action which the party of the second part may incur by reason of the special event being conducted by the party of the second part.
2. That the party of the second part hereby agrees to indemnify and hold harmless the party of the first part for any liability, injury or claim which may arise to the benefit of the party of the second part as a result of the special event being conducted by the party of the second part.
3. That the parties to this Release and Indemnity Agreement stipulate and acknowledge that there exists sufficient consideration for the execution of this instrument.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness





IN THE PARK

# 2021 Map

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

26 27 28 29 30 31 32 33 34 35 36

**PARK AVENUE**

37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78

94  
93  
92  
91

87 88 89 90

86

85

84

83 82 81 80 79

**The Park**

**WALLINGFORD ST.**

**MAIN ST.**

STOP



### **Art in the Park Volunteer Plan**

- Volunteers arrive on site 6am - 9am
  - Three volunteers helping coordinate artist set up and registration
    - Volunteer one: Greets artist at the corner of Wallingford & Park
    - Volunteer two: Helps direct artist to their booth location
    - Volunteer three: Helps direct artist to their booth location
  - Volunteers wear reflective yellow vest and name tags
- Volunteers and Chamber staff are on site all day to answer questions and monitoring the show
  - Volunteer/Staff: Check trash/recycling bins provided by the Chamber
- Volunteers help with break down at 5pm
  - Three volunteers help with clean up and artist breaking down and leaving
    - Volunteer one: Greets artist at the corner of Wallingford & Park
    - Volunteer two: Helps direct artist to their booth location
    - Volunteer three: Takes down signage, removes trash/recycling bins
  - This includes help with traffic flow, trash removal, and other duties as needed





# Art in the Park

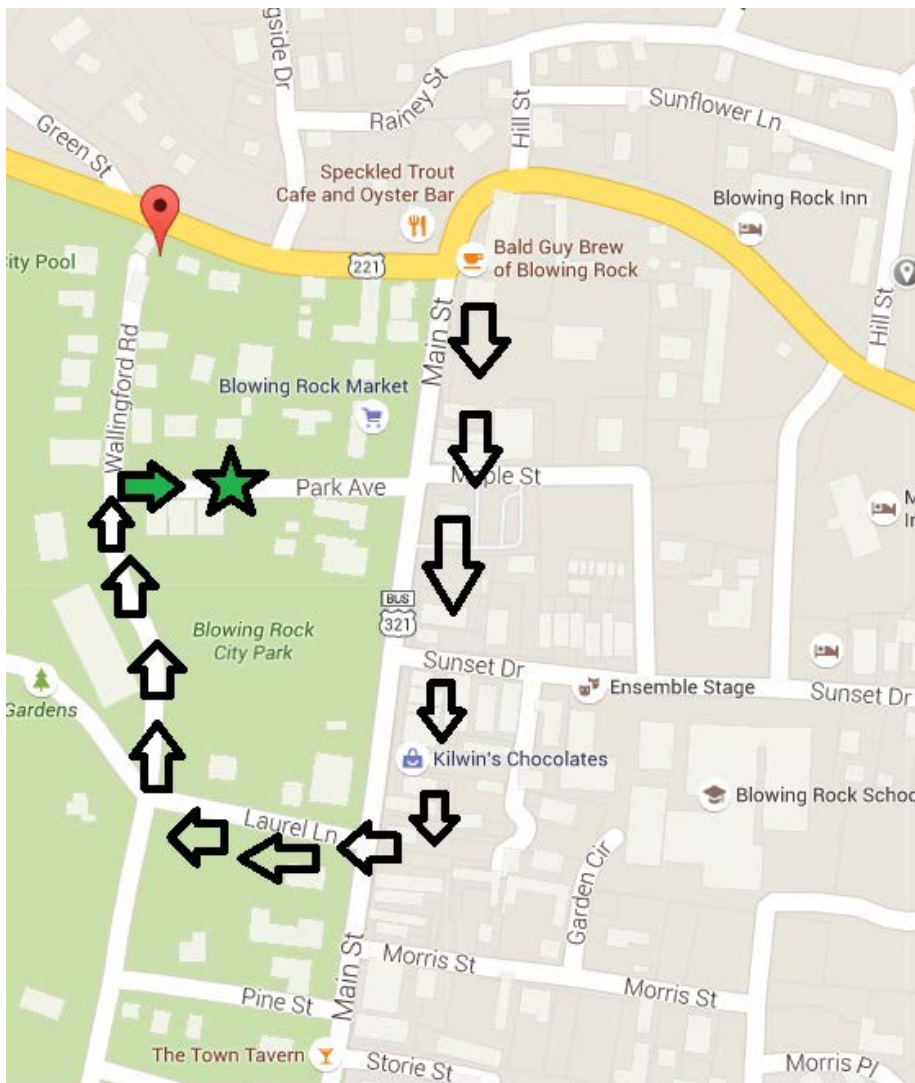
**Welcome Artists!**

**We are looking forward to seeing you at Art in the Park this year!**

*If you attended last year, everything will work the same way this year as it was last year.*

## **Directions to the show:**

The show is held on PARK AVENUE in downtown Blowing Rock. Registration will be at the Blowing Rock Chamber of Commerce Building located at 132 Park Avenue. Artists will enter town on Main Street (US 321 Business), turn onto Laurel Lane, then turn right onto Wallingford Rd., and take a final right turn onto Park Avenue. A volunteer will direct you to park in front of your booth space to unload, starting at 6 am. No artist setup entry will be allowed after 9 am, so don't be late. The show opens at 10 am.





## Registration, Parking & Setup:

Booth spaces are 10 feet x 10 feet. You must provide your own 10' x 10' WHITE tent.

Step 1: Once you arrive, a volunteer will direct you to your assigned booth space.

Step 2: Park parallel to your booth space and unload.

Step 3: As soon as your vehicle is unloaded, MOVE the vehicle to the designated Parking Area on Clark Street. You may begin booth setup after your vehicle has been moved. A volunteer will point you towards the parking area. You can follow the foot path from the parking area back to the show area to continue set-up. There will be signs to direct you.

- Cars/SUVs/Small Vans Park in the lot by the baseball field. A volunteer will direct you.
- Trailers park in the lot at the soccer field. Look for signs.
- There is no other legal parking for exhibitors. **ABSOLUTELY NO ARTIST PARKING IS ALLOWED ON THE CITY PARKING DECK OR CITY STREETS.**

Step 4: Walk over to the Blowing Rock Chamber of Commerce Building at 132 Park Avenue (it's in the middle of the show area) to check-in. ALL ARTISTS MUST CHECK-IN AT THE CHAMBER BUILDING. That's how we know you have arrived.

- **Check-in and receive your FREE breakfast! ☺**
- **Unload your vehicle completely BEFORE starting booth setup.**

## Break-Down:

Break-down will begin at 5 pm. All items must be packed up and the tent must come down before you will receive a pass to get your car. Once you have packed all of your items and pulled down your tent, please find a staff member. We will confirm that your booth has been completely broken down and then give you a pass to retrieve your car and bring it in for loading. If it is raining your tent may stay up to protect your items while you retrieve your car. If for some reason you cannot do it this way and must put items directly into your vehicle without packing up, you will have to wait until the very end of the evening to do so. Artists who can break-down quickly, completely, and pack-up will have priority with retrieving their vehicle and getting out first.

- PLEASE PUT ALL TRASH IN THE DUMPSTER ON WALLINGFORD STREET.
- Absolutely no vehicle will be allowed in the show area until the entire booth is broken down and ready to be loaded.
- Large vehicles and vehicles with trailers will be allowed to enter ONLY after smaller vehicles have been admitted.

*Please be considerate of your fellow artists and follow these rules. If your booth takes a long time to set-up and break-down, please plan to arrive early and stay late.*

**If you have any questions please see Art in the Park Director Suzy Barker or Chamber CEO/President Charles Hardin. We will be wearing white "Art in the Park" shirts at each event.**





IN THE PARK

# 2021 Map

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

26 27 28 29 30 31 32 33 34 35 36

**PARK AVENUE**

37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

61 62 63

64 65 66 67 68 69 70 71 72 73 74 75 76 77 78

94  
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84 83 82 81 80 79

**The Park**

STOP

**MAIN ST.**

**WALLINGFORD ST.**





Gather Here.

To: Honorable Members of the Blowing Rock Town Council  
Subject: Chetola Storm Water Management & Emergency Water Supply  
Date: June 26, 2020

I come before the Council to respectfully request assistance in removing the soil and other debris that has collected in the stream that enters the property. The stream before the cofferdam by our entrance security hut is full and has reached the surface in several areas and no longer prevents soil from filling the Chetola Lake.

There is a good bit of history in the Town's use of this private lake that several of you may not know. I thought it might help to realize the value of Chetola Lake in assisting in your final decision.

In 1998 during a severe 3-year drought, JB Lawrence, as the Mayor, contacted me with an urgent request to pump water from our lake to provide for the Town's immediate need. At that time, I signed a one-year contract to remove all the water that they needed to get us all through the crisis without any remuneration.

Though that contract expired the following year, we continued to allow the Town to take water as needed for the next two decades. A large pump was placed at our dam and we had our own construction team fence around it to hide its presence and sound from our guest fishing on the lake.

In 1999 the Town attempted to get the State's approval for a new water source and ask Chetola to join in the request. I wrote the letter dated June 23, 1999 (attachment 1.)

Many years later, I had to have a full breach dam study done to prove that our lake was not a high-risk dam to the State. In the data collected for that study, the army corps determined that 84% of the Town's stormwater runoff came through Chetola Lake, where the soil and other debris settled before the water continued downstream over the dam.

Over many years the lake filled with debris and eventually got to an average depth of 2 to 3 feet. On November 29, 2013, I wrote to the Mayor and Council (Attachment #2) and gave an estimate for the cost of the dredging and removal of the debris (\$175,000) that later proved to be far less than the actual price would be. In that letter, I proposed seven terms to be considered.

Wisely, the Town Manager asked that I get actual bids for the Town to consider. I met with him after receiving two formal bids from JW Hamptons and USAqua Vac, Inc. with Darren Moretz Backhoe Service doing the hauling (\$632,305 and \$578,014 respectively) Stunned by the cost he asked that I try to find a third bidder in hopes of reducing the cost. As I researched, I did not find a lesser bidder but eventually concluded that Chetola could buy a small dredge and train a team of our staff to operate it. That allowed us to reduce the price of dredging Chetola Lake while increasing the amount of soil removed from three to an average of seven feet.



Gather Here.

On June 5, 2014, I wrote to Town Manager Scott Fogleman (attachment #3) with the two outside estimates we had received along with our proposal. I asked the Town to contribute 84% of the estimated cost (\$229,929) to help with removing the soil and then hauling it off. I recall telling the Council that I felt that they should help us since the soil came in from the Town, and our lake removed it, and then without charge gave all the water needed back to the Town.

The Town Council decided they would expend \$200,000 to help. Chetola (and its homeowners) paid the additional \$73,725. No profit was made by Chetola on the project, but the lake was dredged successfully under the contract the Council and Alan Mosely prepared, and Chetola agreed to. I believe it was the right thing to do, and I appreciate the Town negotiating with us on three separate occasions to come to an equitable agreement.

When considering Johnnie Lentz (then Blowing Rock Public Works Director) stated that over the twenty-plus years, the Town drew over 750,000,000 gallons from Chetola Lake. At the current posted Town of Boone water consumption rates of 20,000 gallons outside city limits at \$14.30, that equates to a savings of around \$536,250 without connection and pipeline fees. We believe it was a win for all concerned

Now that the stream coming from the Town into Chetola Lake has been filled with debris again, new incoming soil has nowhere else to be collected before it spills over the cofferdam into the lake. As it fills the lake, it is much more difficult and expensive to remove. As Chetola Lake fills with the stormwater sent from Blowing Rock, it reduces the amount of stormwater detention area as well as the emergency water supply that we can all count on in the future. I have attached a couple of photos of that area (Attachment #4.)

One hundred percent of this fill is coming from the Town's stormwater. As general runoff increases from construction, and the increase of buildings and paved areas in the village, it further diminishes the capacity for remaining areas to absorb the water. Today Chetola Lake handles more and more of the Town's stormwater needs.

On May 26, 2020, our Maintenance & Dredge Manager Charles Taylor sent me the cost of removing the soil that has accumulated in the stream bed before the cofferdam (attachment #5.) I ask that the Town Council contribute the \$19,431.60 so that Chetola Lake will continue to provide the necessary depth to provide good stormwater retention and be an adequate source for future emergency water supply needs.

I appreciate your responsible and fair consideration.

Sincerely,

Kent Tarbutton

Managing Member



Attachment  
# 1

6/23/99

Region D Council of Governments  
Appalachian Regional Commission

To Whom It May Concern,

As a business and homeowner in the town of Blowing Rock, North Carolina, I wanted to express my concerns for the current and future need for an adequate new water supply for our community.

I am the proprietor of Chetola Resort, which is a 78 acre complex with 204 condominiums, a 42 unit hotel, two restaurants, a pub and a recreation center. Chetola employees 156 individuals from this area, not including numerous independent contractors and firms that lend support services.

We currently are building 18 pre-sold condominiums, with another 56 units already approved for development by the town. In addition, we will shortly be proposing an addition of 50 more hotel rooms and a new conference center.

Chetola's growth is very representative of what is occurring in this area of Watauga County. With well over 2,000,000 visitors per year, the county commissioner stated in 1997 that on any given day the county host 20,000 visitors. Blowing Rock is one of the prime communities in this area experiencing tremendous growth by both vacationers and business groups. Added to this, is the tremendous surge of secondary and retirement home buyers. This has been a determining factor in the achieving one of the lowest unemployment rates in the Western Carolina Mountain Region.

Starting in the mid 80's through 1997, Chetola Resort sold on average four to five new condominium units per year. Last year we sold 22 units and have sold 18 more in the first six months of 1999.

This growth does not happen without taxing the infrastructure of the township. This was easily seen during the drought last year, which appears to be coming around again to haunt us this summer. As I write this letter, our water table is down one foot and we have yet to see the great surge of tourist and homeowners that are just now beginning to arrive. Their arrival coincides with this areas warmest weather and time of least rainfall.

In 1997 the situation became critical and Mayor J.B. Lawrence informed me that we were within ten days of completely running out of water. This was merely a temporary solution, as we continue to grow at a robust rate. The township wisely considered the growth and the need for a new reliable and adequate supply of water. Their efforts have led the town to request a grant to make it possible to divert water from the Middle Fork of the New River.

I write to you today to encourage your support for this grant. Without proper funding for this proposal, our present water system will not be capable of fulfilling current demand. With the placement of a new water intake in the Middle Fork of the New River, Blowing Rock will have a reliable source of water for years to come.

Thank you for your serious consideration of this matter.

Sincerely,

Kent Tarbutton



ATA Chment  
#2



P.O. Box 17, 500 Main Street, Blowing Rock, North Carolina 28605, [www.chetola.com](http://www.chetola.com)

November 29, 2013

To The Honorable Mayor J.B. Lawrence and Blowing Rock Town Council,

I appreciate the time you have devoted to evaluate the long standing partnership between the Town of Blowing Rock and RSK Mountain Resort, L.L.C. d/b/a Chetola regarding Chetola Lake serving as an emergency water supply source for the water customers of the Town of Blowing Rock.

In the year 2000, Chetola Lake became the Town's back up water supply during three years of severe drought and has remained a water source ever since. The Town of Blowing Rock approved a one year agreement with Chetola allowing for the Town to install a large pump at the dam site and add a telephone pole to carry the power. Though the contract was never renewed, the need persisted and so the pump has remained.

Nine years later on September 6, 2009, I sent the Town Manager and Council a letter regarding the cost of retaining and cleaning the storm water and then providing the water to the town. In that letter I talked about Chetola removing 240 dump truck loads of silt at a cost of \$9,280.00. I called Don Hollycross and told him that we intended to cover the entire cost of the removal, but needed assistance in finding a place to apply all this wet topsoil. Don said he would check around, but he never responded back.

I also wrote about the erosion that had occurred along the Lake's banks from where storm water was pouring into the lake during heavy rains. The erosion had also occurred from the Town's pump, which by draining water away from the banks and allowing it to refill and repeating the cycle over and over again had destabilized the banks. The Town staff is aware of the project we did in 2007 to shore up the most damaged areas where some eight feet of shore line had been lost over the last seven years. This project added back three to five feet of shoreline using large boulders, matting and soil at a cost of approximately \$15,250.58.

I asked for assistance with both the removal of the silt and finding a suitable place to put it back then and now some four years later we need to remove a minimum of 3 feet of sediment to get back to an average depth of a bit more than 5 feet. We estimate that to be somewhere around 3,600 dump truck loads. The estimated cost of the removal is \$175,000 (\$165,000 for dredging and an estimated \$10,000 for silt disposition).

The Town Council and Staff have made two offers of financial assistance over the last two years and I appreciate the effort to be fair for the Town and it's residents using the resources the lake provides. After discovering the real cost of the endeavor, I have come back to ask that you might reconsider the benefits provided to the Town of Blowing Rock and its utility customers over the years.

In order for Chetola Lake to continue performing satisfactorily as an emergency water supply source, the depth of the lake must be restored to a minimum depth of 5 feet. In recognition of the extremely strong community partnership between the Town of Blowing Rock and Chetola in the past and its continuance, Chetola proposes the following seven items, that if agreed to by the Blowing Rock Town Council, would be incorporated into an official agreement between the Town of Blowing Rock and RSK.

- 1) That the Town of Blowing Rock compensate RSK for the availability and use of Chetola Lake in the past as an emergency water supply source. The availability has been in place since the year 2000 when the Town installed a pump for the purpose of transferring water to the Town's reservoir in times of drought. The



amount proposed is \$175,000.00 (one hundred seventy-five thousand dollars). When looking at the cost that the Town would have had to pay through the previously unavailable interconnected water line with the City of Boone, utilizing Chetola Lake was a less expensive solution. By our calculations, just one hundred million gallons of water from Boone, had it been available, would have cost around \$281,692. As it turns out, Chetola Lake has provided the Town with far more than that. With over 500 million gallons provided to date, the Town of Blowing Rock utility customers have saved around \$1.4 million. Chetola is not trying to make a profit from any of this. The \$175,000 figure represents the estimated costs of dredging Chetola Lake to an average depth of five feet and the related silt disposition so Chetola Lake can remain a viable emergency water supply source for the Town of Blowing Rock.

- 2) That RSK be responsible for completing the dredging of Chetola Lake and related silt disposal within twelve months of the date of this agreement such that an average depth of five feet is provided in Chetola Lake to extend the life of Chetola Lake as an emergency water supply source for the Town of Blowing Rock.
- 3) That the Town of Blowing Rock and RSK agree to determine within one year of the date of this agreement a mutually agreeable annual payment to be made from the Town of Blowing Rock to RSK to be determined based on the actual costs to dredge Chetola Lake, remove and dispose of the resulting silt from Chetola Lake, and to clean the debris from the entrance to coffer dam near the entrance to Chetola . This dredging, silt removal, and coffer dam clearing of debris will occur within twelve months of the date of this agreement. This annual payment, proposed to be amortized equally over the projected life of the newly completed dredging and to include the annual costs of clearing the entrance to the coffer dam, will first be paid before the end of fiscal year 2015 (the fiscal year ending June 20, 2015). This amount will compensate RSK for its ongoing responsibility to maintain Chetola Lake at an average annual depth of four feet so that it will continue to have capacity to serve as an emergency water supply for the Town of Blowing Rock. This amount will also include the annual costs necessary to clear the headworks of the coffer dam leading into Chetola Lake. This clearing of debris has been deemed an integral part of reducing the amount of silt and debris entering the lake, thus reducing the frequency needed for dredging.
- 4) That the Town of Blowing Rock will assist RSK in determining a location for the disposition of silt removed from Chetola Lake that will allow it to continue serving satisfactorily as an emergency water supply source. The financial responsibility for silt disposition will rest with RSK.
- 5) That RSK grant a perpetual right-of-way and easement to the Town of Blowing Rock to operate, use, maintain, repair and replace an existing water intake line from Chetola Lake used to transfer water to the Town Reservoir
- 6) That the Town of Blowing Rock shall have the right to utilize the supply line upon an "as needed" basis as determined solely by the Town of Blowing Rock.
- 7) That agreement on the above points does not interfere with RSK's ability to use the Lake for storm water management for other properties.

Thank you for your careful consideration of our offer to reach an equitable agreement.

Sincerely,



Kent Tarbutton  
Managing Member RSK Mountain Resort, L.L.C.





P.O. Box 17, 500 Main Street, Blowing Rock, North Carolina 28605, 1-800-Chetola, www.chetola.com

Mr. Scout Fogleman  
Blowing Rock Town Manager  
P.O. Box 47  
Blowing Rock, NC 28605

06/05/2014

Dear Mr. Fogleman,

I appreciate the time you and the Council Members have devoted to consider the emergency water supply and storm water management for the Town of Blowing Rock and its impact on Chetola Lake.

As you know Chetola Lake receives 84% of all the storm water runoff from the Town's many streets (according to the engineering study done by William Smith PE of Subsurface Engineering, Charlotte, NC and the Army Corps of Engineers). As Blowing Rock has continued to grow over the last couple decades the buildings and roadways permitted have decreased the amount of water absorbed by the earth, and so the lake sees a lot more of the water, top soil, leaves and debris that flows through Town. Now the average depth is a little shy of two feet and so we must consider digging out all that silt that has accumulated over many years.

Erosion has also impacted the Lake's banks as storm water races into the lake during heavy rains. As the Town's water pump is turned on to relieve drought situations over the years, the quick draining and then gradual refilling of the lake has also eroded the shoreline. Kevin Rothrock and the Town staff are aware of the project we did in 2007 to shore up the most damaged areas where some eight feet of shore line had been lost over the last seven years. This project added back around five feet of shoreline using large boulders, matting and soil at a cost to Chetola of \$15,250.58.

Last year the town saw an unusually large amount of rain in two 'hundred year floods' that taxed the various storm water retention areas of our community and as many systems failed the lake at Chetola saw much more soil and debris than is typical. As you are aware the small coffer dam near our entrance welcome center captures a lot of the soil when the water is flowing slowly, but during periods of heavy rain the water is moving so quickly for much soil to drop out at this catch basin.

Since the year 1998 Chetola Resort has voluntarily been the Town of Blowing Rock's emergency water supplier. It began in three terrible years of drought when the Mayor called to inform us that in less than a week's time the town reservoir would be completely empty. For the last 14 years Chetola Lake has been used to assure the citizens of Blowing Rock that an uninterrupted supply of good clean water would always be available.

We have had several conversations with the members of the Council individually and two of them have requested that Chetola give assurances to the Town of our willingness to continue offering this lake for future emergency water needs. We are amenable to entering into an arrangement with the Town of Blowing Rock to make this happen.

*Creating Great Appalachian Memories With Southern Hospitality & Superior Care.*



In looking towards the Town's future I am pleased that you and the Council have been considering various methods and approaches to maintaining a good storm water management system as well as a reliable emergency water supply.

I write today on behalf of RSK Mountain Resort, L.L.C. (dba Chetola Resort), to ask for assistance with removal of the many years of the silt that has accumulated. At it's current shallow depth it will not be able to serve much longer as either a back up water supply or a storm water retention area.

In this regard we have attached three bids for the work.

The first from J.W. Hampton Company is the quickest, but most expensive coming in at \$632,305.00. This involves draining the lake down and shoveling out the wet mud with a large Cat 315 and hauling away approximately 40,000 cubic yards of mud in ten dump trucks.

The second bid from U.S. Aqua Vac would take about 5 months to complete but came in at \$508,289.00 for the dredging and another \$69,725.00 for Darren Moretz Backhoe Service to haul it off. This total of \$578,014.00 was still a lot more than we ever expected the cost to be. This service uses a floating dredge to pump the mud into hundred foot long silt retaining fabric bags that would slowly filter the released water and over several months dry the soil, reducing the amount that would need to be hauled off.

After much investigation we have created a much more economical solution, by using our own maintenance staff at Chetola Resort to do this work and cut out the middle man profits. We have found a receiving site for the dry soil and indentified a hauler and find that we can do this job saving a great deal of money. We will remove the required 3 feet of soil from the eight acre Chetola Lake for \$273,725.00.

So with due respect, I am requesting that the town consider the following;

1. Reimburse RSK Mountain Resort for 84% of the cost (\$229,929.00) of removing approximately 3 feet of silt from the lake to attain an average depth of 5 feet. Though we would like to see this paid in full, we would be willing to front the funds and ask for half the payment this year and would finance the other half into 2015 at 5% interest.
2. Annually reimburse RSK Mountain Resort for 100% of the cost (typically \$15,000) of soil removal from the stream bed above the coffer dam by the entrance to the Resort which all comes from the Town's storm water runoff.
3. Agree to start an annual fund indexed to inflation to assure the Lake at Chetola remains at a depth no less than 5 feet. Currently we believe that the work will need to be done again in approximately 3-4 years since the DOT project is adding so much sediment currently. After the roadway expansion project is complete, we believe that it will likely only be done once ever 8-10 years.

In order for Chetola Lake to continue being a great emergency water supply, storm water retention area for the Town of Blowing Rock and maintain a healthy lake environment, this work must be done this year.

Thank you for your careful consideration of our request.

Sincerely,



*Creating Great Appalachian Memories With Southern Hospitality & Superior Care.*



3632 Old 421 South  
Boone, NC 28607  
Phone: (828) 264-7103  
Fax: (828) 264-7107

3/5/2014

Chetola Lake Excavation Wasted at Eco-Ventures

Bid Itemwork Items:

- 1 Mobilization
- 2 Erosion Control

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Sub Total</u>	<u>Total Cost</u>
a silt fence	1	ls			\$7,000.00
b wattles	6,000	ft			\$50,305.00
c construction entrance	100	ft			
d Non-woven Fabric	4	ls			
e Class A Stone (3" Clean)	2	rolls			
f Class B Rip Rap	320	tn			
g ABC non-spec Stone	85	tn			
h 57 Stone	320	tn			
i daily roadway cleanup	64	tn			
	1	ls			

3 Grading

Lake Excavation Area

a. Cat 315	430	hrs			
b. Ten Dump Trucks	4,300	hrs			
c. 1 laborer	430	hrs			
d. Long Boom	50	hrs			
e. Skid Steer	30	hrs			
f. JD 700 Dozer	300	hrs			

Waste Pit

a. JD 700 Dozer	430	hrs			
b. Waste Pit Permit Extension	1	ls			

4 Reclaiming Access Roads on Chetola Property

Lake Excavation Area

a. Cat 315	20	hrs			
b. One Dump Truck	20	hrs			
c. 1 laborer	20	hrs			
d. JD 700 Dozer	20	hrs			

5 Seeding and Mulching

a. Seeding and Mulching	5	ac			
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TOTAL = \$631,305.00



**U.S. Aqua Vac, Inc.**

16067 Colorado St  
BLDG # 2  
Hebron, IN 46341

# Estimate

**Phone:** 866-989-6825      **info@usaquavac.com**  
**Fax:** 708-887-5521      **www.usaquavac.com**

**Estimate Date:** 3/27/2014  
**Estimate #:** 923078

**Bill To:**

Chetola Lake Resort  
Kent Tarbutton  
500 Main St.  
Blowing Rock, NC 28605

REP	TH
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Project:	
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Item	Description	Est. Days/Qty.	Rate	Total
Survey	Before sediment removal bathametric survey	1	3,500.00	3,500.00
(B) Lake / Pond Cleaning	Removing muck, sludge, & silt from waterway with small boat	37,000	11.85	438,450.00
USAV 60100 Muck Bag	28 x 100 Muck / Silt Bag	11	5,349.00	58,839.00
Survey	After sediment removal bathametric survey	1	3,500.00	3,500.00
Silt fence / Curtain	Type 1 heavy duty silt curtain to ensure sedpended solids do not move into sediment removal area while pumping  Based on a per cubic yds	8	500.00	4,000.00

Estimate is to remove muck / sludge / silt / sediment. No heavy sands.

	\$508,289.00
(0.0%)	\$0.00

Work will be done with a high volume U.S. Aqua Vac Vacuum or Pump removing muck, sludge, silt, and sediment over 1600 gallons of muck per minute.

Estimates are valid for 30 days, unless indicated otherwise.

**Total** \$508,289.00



Darren Moretz Backhoe Service

225 Tom Jackson Road  
Boone NC 28607

**Bid**

Date	Bid #
3/25/2014	1

Name / Address
Chetola Resort Kent Tarbutton

			Project
Description	Rate	Qty	Total
Load and haul away silt, muck, etc. from 12 100' x 28' x 6' bags filled by dredging Chetola Lake. Dispose of used bags. Clean up area where bags are filled.	69,725.00	1	69,725.00
<b>Total</b>			\$69,725.00

Phone #
828-964-1006

ATTACHMENT  
#4

## Stream Leading to the Coffe Dam at Chetola Resort







Attachment  
#5

kentt@chetola.com

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**From:** Charles Taylor <charles@chetola.com>  
**Sent:** Friday, June 26, 2020 9:35 AM  
**To:** kentt@chetola.com  
**Subject:** Sediment Removal Need for Stream Coming from Blowing Rock

Kent,

As we discussed on the phone this morning we need to consider doing some dredging right here at Chetola. The area I am most concerned with is the forebay area by Security. That area has washed full and is almost up to the level of the dam all the way across. There are parts of that area that are already above the water.

I looked at this and feel that we can get our dredge in the water. Using our dredge we will be able to get much farther up the stream, go all the way across to the other side and remove more material than we could with an excavator. We would have to use a bag for the project. Placement of the bag would be on the point about 40 yards behind the aerator controls. The bag would actually be at a lower elevation than the work which would mean no booster pump and will be a change from past projects. One bag would allow us to remove roughly 1,000 yards of material. After looking at it I am pretty sure there is more than 1,000 yards to be removed from that area. The per yard price for dredging based on our most recent calculations is \$15. That would put the cost of dredging approximately 1,000 yards at \$15,000 and the bag at \$4,431.60. The total would be \$19,431.60.

I have not done any measurements or estimates on the second area I am concerned about. That is the area immediately downstream of the dam by security. You can probably see what I am referring to from your office. Dredging that before the area above the dam is addressed would, however, be a waste of time and money.

Thank you,

Charles Taylor

Maintenance & Property Management Director  
[charles@chetola.com](mailto:charles@chetola.com)  
(828)295-5518





## 321 Visioning - Valley Blvd Study Implementation Strategies

### Planning Board Recommendations August 2020 – Update

**1. CREATE STANDALONE DESIGN REQUIREMENTS FOR VALLEY BOULEVARD.** Consider making a more explicit distinction in the Land Use Code between Valley Boulevard, Downtown and other areas by creating a separate set of design criteria for Valley Boulevard. Currently, the design regulations pertain to all commercial buildings, regardless of their location (with some minor distinctions). This approach will allow for a more tailored approach to design issues along Valley Boulevard that are not relevant to downtown.

- The Board agreed that there is no need for an overlay district as the current zoning, General Business, applies only to Valley Boulevard. Mr. Rothrock noted that the current Land Use Code could be amended for needed changes.

**2. NARROW SCOPE OF THE COLOR PALETTE.** Amend the Town’s Color Palette to limit the range of permitted colors to a more narrow set that is more consistent with the subdued/earth tones desired by the community. For example, specific colors that may conflict with the Blowing Rock vision include P (2103-50), T (1233), T (2098-60), A (194), A (2090-30), and P (925). Examples of colors that align with the Blowing Rock vision include T (1540), P (1530), A (1468), and T (1028). In addition to these examples, all colors should be reviewed prior to draft Land Use Code amendments. See the Appendix for the Town’s current Color Palette. *Refers to Section 16-21.5.1.*

- The Board determined that the approved Town color chart is fine as is. Mr. Rothrock advised that staff works with applicants in this area, within reason.

**3. LIMIT EXTERIOR BUILDING MATERIALS.** Amend the Land Use Code to limit the permitted primary cladding materials to wood and stone and further limit secondary materials. Based on public responses and evaluation by the committee, materials such as brick and stucco are not preferred along Valley Boulevard. Currently, the Land Use Code permits “natural stone found in the area, brick of a color and texture as manufactured in the southeast United States, natural wood siding, or other equivalent materials that are specifically approved by the Planning Board.” The committee recommends removing the allowance of brick and “other equivalent materials.” In addition, a well defined list of “equivalent materials” should be established. Further limiting the use of secondary materials will assist in achieving the aesthetic vision. *Refers to Section 16-21.4.*

- Planning Board is prepared to discuss this issue as an agenda item at their August 20<sup>th</sup> meeting.

**4. REDUCE MAXIMUM BUILDING HEIGHT.** Amend the Land Use Code to create a maximum building height and associated setbacks to better align building height with the vision for the corridor.



Currently, buildings in the GB Zoning District may not exceed 50 feet and eave heights shall not to exceed 35 feet. Based on the public response and committee evaluation, there is a preference for smaller scale buildings on Valley Boulevard. The committee recommends the consideration of two options to implement this recommendation in the Land Use Code; 1) develop a sliding scale that establishes a maximum height based on the building setback - permitting taller buildings when setbacks from the street are increased; or 2) reduce the maximum building height of all structures to 35 feet (as measured from finished grade at the front of the building to the top of the roof). ***Refers to Section 16-12.6.7.***

**5. REDUCE THE REQUIRED FRONT SETBACKS.** Amend the front setback requirement to permit better use of lots on the east side of Valley Boulevard and eliminate excess front open space to permit better utilization of rear lot areas along the west side. A reduction along the eastern side of the road will better facilitate redevelopment while also maintaining the desired character of the Town. ***Refer to Section 16-12.4.***

- The Board recommended staggering the building height based on the front and side setbacks. Mr. McCarter asked from where the building height is measured. Mr. Rothrock advised at the adjacent grade at the primary entrance to the peak of the roof. Mr. Mike Page and Mr. Carter both indicated that they want to look at this in more depth. Mr. Carter asked given the new highway and new look to the bypass if development can be uniform relative to the sidewalk.
  - Planning Board is discussing items 4 and 5 as an agenda item at their August 20<sup>th</sup> meeting. The creating of a subcommittee is a likely to address this topic. As part of a subcommittee's work, a meeting to engage the public will be necessary to gather input and formulate effective code changes.
- The Board reiterated the need for a sliding height to setback scale and to look at the side setback with is currently just 8 feet. The Board also discussed limiting roof-top mechanical equipment when reasonable.
  - Planning Board is discussing this issue as an agenda item at their August 20<sup>th</sup> meeting.

**6. EXTEND THE GREENWAY.** Develop a plan to extend the greenway along the western side of Valley Boulevard. Once the plan is developed, amend the Land Use Code to require the preservation of the adopted greenway corridor. In order to ensure that the future greenway becomes integrated into the design and activity on Valley Boulevard, it should be preserved through easements and related regulations similar to right-of-way requirements for roadways.

**7. ACTIVATE THE GREENWAY.** Develop amendments to the Land Use Code that will require buildings be designed with "active" orientation (customer facing elements) along the greenway. As shown in Figure 21, requiring new buildings to front the greenway will help increase activity, and thus safety, on the path while also providing economic advantages to those businesses located along the greenway.

- Related to items 6 and 7, BRCA has contracted with Mosaic Planning to study placement of a greenway in this area.

**8. INTEGRATE STONE WALLS INTO THE LANDSCAPE.** Consider requiring stacked stone walls along street frontages and in landscaped areas to better integrate the corridor with the established character of Blowing Rock' built environment. Such walls could, for instance, be used to help screen parking and utility areas, help to define the public and private realms, and help to break the monotony of planted landscaped areas. The stone wall requirements should be coordinated with revisions to the landscaping requirements. *Refer to Section 16-21.10, Section 16-21.13, Section 16-21.14, Section 16-21.15, and Section 16-22.2.*

**9. CLARIFY NATURAL LANDSCAPING DESIGN.** Better define "natural" landscaping in the Land Use Code. This may include better defining the use of native landscaping materials, requiring planting patterns that mimic natural / forested landscapes, or similar requirements that will improve the visual appearance of planted areas. The current landscaping on Valley Boulevard varies greatly in appearance and a number of sites have designs which may not be defined as "natural." *Section 16-21.9.*

**10. LIMIT ROOF MOUNTED MECHANICAL EQUIPMENT.** Eliminate options for placing mechanical equipment on rooftops or above eaves / roof lines. Allowing mechanical equipment to be located above the roof lines / eaves of buildings distracts from the intent of the sloped roof requirement, by permitting penetrations and additions to sloped roofs, which are integral to the architectural style and aesthetic that is desired. In those situations where a variance is appropriate, such equipment should be designed, located, and integrated into the roof structure in such a manner that causes the minimum amount of disruption to the integrity of the sloped roof requirement. *Section 16-21.5.2*

- Planning Board is prepared to discuss this issue as an agenda item at their August 20<sup>th</sup> meeting.

**11. REQUIRE ADDITIONAL ARCHITECTURAL ELEMENTS.** Consider developing a point based system to require the inclusion of specific architectural elements on buildings. This would include establishing a minimum number of points required to be met by each site plan / architectural plan in order to be approved. Such a system is intended to give both flexibility to designers, while also encouraging the inclusion of desirable architectural features on new buildings and, where practical, existing buildings when renovated. For example, if the town identified a list of 10 elements (such as covered porches, exposed wooden beams, stone chimneys, slate roofs, etc.) it could then assign a number of points to each element, based on their desirability, difficulty and cost of inclusion. A developer would then be required to meet some point threshold by selecting and including some number of these elements in their building design. *Section 16-21.4.3.*

- Planning Board is prepared to discuss this issue as an agenda item at their August 20<sup>th</sup> meeting.

**1. REMOVE PERMISSION FOR SUBJECTIVE MODIFICATIONS.** Amend the Ordinance to remove permission for alteration or deviation from design standards by the Town Council or Planning Board.

Statements within the code which permit deviations from these regulations, such as **Section 16-12.8 and Section 16-21.18**, reduce the overall effect of the design standards by allowing development which does not meet the Town's Vision.

**2. ELIMINATE NONRESTRICTIVE LANGUAGE.** Eliminate subjective / permissive / non-mandatory language from the Ordinance. Similar to Procedural Modification 1, removing permissive language, such as that found in **Section 16-21.9 and Section 16-21.10**, will force better adherence to the design standards and improve the overall view of the corridor.

#### ***Permitted Use Modifications***

**DISCOURAGE CERTAIN PERMITTED USES.** Consider amending the table of permitted uses to specifically state that uses such as video / skills arcades, tattoo parlors, palm readers, and similar uses that are incongruent with the vision of the corridor are not permitted in the GB district.

- Planning Board is prepared to discuss this issue as an agenda item at their August 20<sup>th</sup> meeting.

#### ***Supplementary Recommendations***

**1. IMPLEMENT WAYFINDING.** Implement a unified wayfinding signage plan and implement the installation of the gateway improvements and signage at strategic points along the corridor. Establishing a cohesive aesthetic element throughout Valley Boulevard will help define the roadway as a key entrance to Blowing Rock.

**2. ACQUIRE REMNANT PARCELS.** Work with NCDOT to identify and acquire remnant parcels that may be suitable for public uses and implement plans to improve them as public parks, places for art, or similar attractions. As mentioned by the public and the Land Use Ad Hoc Committee, a number of the remnant parcels from NCDOT's widening of US 321 are undevelopable. While a few may serve maintenance purposes for NCDOT, the others should be used to assist in beautifying the corridor and benefiting the public.

- The Board agreed that the Town should not purchase the DOT property on the east side of Valley Boulevard, in part because two tracts have been sold or are under contract.

**3. BEAUTIFY VALLEY BOULEVARD.** Install additional landscaping and complementary features such as steep slope stabilization landscaping and stacked rock knee walls along the corridor. Similar to Supplementary Recommendation 2, these improvements should be done on undevelopable properties or portions of properties which are difficult to construct buildings. These projects, similar to those shown in Figures 24, 25 and 26, should be low maintenance solutions to areas that may not currently meet the Town's intended vision for the appearance of the corridor.

- Mr. Pete Page said that stacked rock walls are a good idea and they are beautiful. Mr. Rothrock said they look great but are very expensive and are a 'down the road' project.

**4. PURSUE PRIVATE BEAUTIFICATION EFFORTS.** Pursue additional private beautification efforts through programs such as landscaping grants, building facade grants, and partnerships with a non-profit for administration. As only a small portion of the area along the corridor will be within the public right of way or acquired by the Town, pursuing beautification efforts on public land will only impact a small portion of views. To further strengthen Supplementary Recommendation 3, the Town should make an active effort to assist private land owners in implementing similar improvements on properties on Valley Boulevard.

**5. PARTNER FOR STORMWATER MANAGEMENT.** The Town should identify opportunities to partner with property owners to install stormwater best management practices consistent with the watershed management plan. This may include depressed grassed swales with landscape plants to filter surface runoff (rain gardens), infiltration trenches and level spreaders, vegetated filter strips (riparian buffers), practices that capture upstream drainage at specific locations, or a combination of all best management practices. These practices would aim to reduce the erosion of stream banks, limit the impact of flooding events, and improve water quality. These best management practices can also be incorporated into the Town's existing stormwater regulations.

- Mr. Rothrock said that Town Engineer Doug Chapman can provide guidance on water quality standards that can be incorporated in the Land Use Code.
  - McGill is providing an estimate of costs associated with a comprehensive storm water study incorporating a focus on water quality

## **Consent Agenda - Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Watauga County School Reopening Plan and Possible Assistance**

**Date: August 11, 2020**

**Request:** Due to COVID-19 issues, the Watauga County School System including Blowing Rock Elementary, are reopening utilizing a combination of a virtual academy and online learning for the first nine week. It is the goal of the Watauga County School System to return those who have chosen to return, to in-person instruction as early as mid-October 2020. It has been requested by at least one Council Member to discuss the options and resources that the Town of Blowing Rock may assist the school system during this time.

This item is for discussion and possible action.



## **Staff Report**

**To: Mayor Charlie Sellers and the Blowing Rock Town Council**

**From: Shane Fox, Town Manager**

**Subject: Top 13 Retreat Update and Next Steps**

**Date: August 11, 2020**

**Request:** For discussion – to present an update of the Top 13 list from the January 2020 Retreat and discuss next steps.

**Background:** January 2020 Retreat – Top 13 List and Priorities

**Attachments:** Top 13 List

## 2020 Top 13 Retreat List/Update

- 1 Water PRV's – paused for COVID-19 – Water/Sewer Rate Study in progress
- 2 **Playground Replacement – complete**
- 3 Sunset/North South Main – Landscaping – paused for COVID-19 – Will discuss in the Fall 2020
- 4 Sidewalks - N. Main/Clark St. – Still on as discussed, would be funded with Phase IV of Bonds – 2021 projection date
- 5 Code Amendments, etc. – Planning Board is discussing
- 6 AMR/AMI Upgrades - paused for COVID-19 – Water/Sewer Study in progress
- 7 Legion Hill Project – Village Foundation in progress – fundraising underway – may be delayed with COVID-19
- 8 Broyhill Lake Dam – paused for COVID-19
- 9 Crosswalks - Sunset/221/Main – discussion and finalization needed – funding source identified
- 10 Parking Management/Paid/Shuttle/Wayfinding – TDA/Chamber
- 11 2014 Comprehensive Plan - amend/replace – Planning Board is discussing
- 12 **Sidewalk to Bass Lake Project – in progress – Under Contract, construction beginning early August, late 2020 completion**
- 13 **Street Paving – in progress – late Fall 2020 completion date**