



Town of Blowing Rock

Date: Tuesday, April 11, 2023, 6:00 p.m.

Location: 1036 Main Street, Blowing Rock, NC 28605

Agenda

| <i>Item</i> | | <i>Present & Participants</i> |
|-------------|--|---|
| I. | CALL TO ORDER – ROLL CALL FOR ATTENDANCE | Mayor Charles Sellers |
| II. | PLEDGE OF ALLEGIANCE | Mayor Charles Sellers |
| III. | APPROVAL OF MINUTES – By Roll Call 1. March 14, 2023 – Regular and Closed Session Meeting Minutes REGULAR AGENDA ADOPTION | Mayor & Council Mayor & Council |
| IV. | CONSENT AGENDA: 1. Budget Amendment - #2023-08 2. Resolution Authorizing Installment Purchase Agreement - AMI | Mayor & Council |
| V. | PUBLIC COMMENTS..... <i>comments shall be limited to three (3) minutes</i> | |
| VI. | PRESENTATION: 1. Resilient & Thriving Communities Week – Proclamation | Mary McKinney |
| VII. | PUBLIC HEARING: 1. 151 Valley LLC – Ann Furr 2. Town House Definitions - #2023-03 | Zoning Enforcement Officer, Brian Johnson Planning Director, Kevin Rothrock |
| VIII. | REGULAR AGENDA: 1. Blowing Rock History Day Proclamation 2. Memorial Park – PARTF | Mayor Charlie Sellers Town Engineer Doug Chapman |

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| IX. | OFFICIALS REPORTS & COMMENTS: 1. Mayor 2. Council Members 3. Town Attorney 4. Town Manager | |
| X. | CLOSED SESSION -- NCGS 143-318.11. (a)(3) – <i>Attorney/Client update on current litigation.</i> | |
| XI. | ADJOURNMENT/RECESS... <i>Mayor Charles Sellers entertains a motion and second to adjourn or recess the meeting.</i> | |

Town Council Meeting - Tuesday, March 14th, 2023

Wed, Mar 15, 2023 1:19PM • 2:07:46

SUMMARY KEYWORDS

childcare, project, council, proposing, town, eagle scout project, building, employees, bid, bathrooms, boy scouts, approve, planning, cost, question, number, motion, add, replaced, people

SPEAKERS

All, David Harwood, Nicole Norman, Doug Matheson, Doug Chapman, Evan Cutlip, Jennifer Brown, Virginia Powell, Elizabeth Underwood, Shane Fox, Albert Yount, Aaron Miller, Melissa Pickett, Pete Gherini, Charlie Sellers, Ron Cutlip, Kevin Rothrock

The Town of Blowing Rock Town Council met for their regular monthly meeting on Tuesday, March 14, 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 Doug Matheson and Council Members Albert Yount, David Harwood, Melissa Pickett and Pete Gherini. Others in attendance were Town Manager Shane Fox, Town Attorney Allen Moseley, Town Engineer Doug Chapman, Police Chief Aaron Miller, Planning Director Kevin Rothrock, Public Works Director Matt Blackburn, Emergency Services Director Kent Graham, Finance Officer Nicole Norman, IT Director Thomas Steele and Town Clerk Hilari Hubner who recorded the minutes.

Charlie Sellers

Good evening, ladies and gentlemen, thank you for attending our Town Council meeting. Roll call for attendance, all present. Council approval of minutes, February 15, 2023 regular and closed session. Do I have a motion?

Pete Gherini

So moved.

Charlie Sellers

Do I have a second.

Melissa Pickett

Second.

Charlie Sellers

Any discussion?

David Harwood

Yes. Mr. Mayor, there was one correction on page seven. We've got two seconds instead of a first and a second on the motion we have two seconds.

Charlie Sellers

Who wants to take the first?

David Harwood

I think it was Albert and then I took the second.

All

All in favor.

Charlie Sellers

Okay, thanks David. And then February 28, 2023 special meeting minutes. Motion?

Doug Matheson

I will make a motion.

Charlie Sellers

Do I have a second?

David Harwood

Second.

Charlie Sellers

Any discussion? Council how do you vote? Okay on the regular agenda due to some additional things that have come out over the course of the last few days. Council, I'm requesting that we move short term overlay district request that we tabled it until further notice. So, Council can do additional research. Do I have a motion to table that?

All

All in favor.

David Harwood

So moved.

Charlie Sellers

Do I have a second?

Doug Matheson

Second.

Charlie Sellers

Any discussion on that?

All

All in favor of the motion.

Charlie Sellers

Ladies and gentlemen, what we just did is under the public hearing section, the short-term overlay district request has been tabled for this meeting. It will not be heard; it will be heard at a later date. Once Council has time to reflect on some additional information. Also, in addition, Council under the regular agenda number four for the Eagle Scout Project. It's been requested we move that to number one. Are you all amenable and acceptable of that?

All

Sure.

Charlie Sellers

Okay so, the Eagle Scout project will be moved from four to one. And the comprehensive plan will follow up from there. So those are the changes to the agenda. Do I have a motion to approve?

Doug Matheson

I make a motion we approve the regular agenda with tabling the overlay district.

Charlie Sellers

So, we have a motion to approve the changes to the regular agenda. Do we have a second?

Albert Yount

Second.

Charlie Sellers

Any discussion? Council how do you vote?

All

All in favor.

Charlie Sellers

Consent agenda; tax releases, 2022-08, tax refundm2022-03, tax advertisement request, budget amendment 2023-07. Do I have a motion to approve the consent agenda?

Pete Gherini

So moved.

Charlie Sellers

Do I have a second.

Melissa Pickett

Second.

Charlie Sellers

Okay, no discussion on the Consent Agenda. Council how do you vote?

All

All in favor.

Charlie Sellers

Consent agenda is approved. Moving right along we have our public comments section. If anybody would like to speak from the audience, please give your name to Hilari and what you would like to speak on. So far, we have Virginia Powell. Ms. Powell would you'd like to step up to the podium? She looks familiar guys. Would you give us your address, please?

Virginia Powell

Hey, I'm Virginia Powell, we live at 255 Country Club Lane. I'm just up here really quick for you guys to plant a little seed. Out in the community, we have people signing up to go to several restaurants and their gaming it if they have a big group of people, and they sign up on their phones to go to several restaurants and whichever one they get to, then they spread out on Main Street and go to that one first. And they don't tell the restaurants that they went to that restaurant, as you all know, I'm a realtor. And a lot of restaurants are for sale right now. So just if you guys would consider food trucks. I know we talked about this when I was on Council, and it might be time to look at that ordinance again and do a temporary lifting of it. I'm not sure what the right words are. But when the Town is really busy, we just don't have the restaurants like we normally do and going into the season. If we can be proactive and maybe some entrepreneurs can come and be here on busy times, not on times that would take away from our restaurants that are struggling right now. But that's all I have to say. I hope you think about it and consider it going into the season.

Pete Gherini

Thanks Virginia.

Virginia Powell

Thanks.

Charlie Sellers

Thank you Virginia. I'm sure moving forward that's something that is going to be brought up more and more. Alright this is a presentation New River Conservancy update on stream restoration. The director, Katie Logan, Katie, how are you? Good to see you. Yes, if you wouldn't please step up. podium and Shane's going to give you the controls. Thanks for coming.

Elizabeth Underwood

Elizabeth Underwood and Katie Krogmeier gave an update on the New River Conservancy stream restoration project.

Ron Cutlip

Thank you, very good presentation. I tell you between this group and Wendy and her group, and all the other conservancy group it's amazing what they've been able to achieve. Thank you so much. All right, moving right along, Blowing Rock Academy CUP 2023-02. I'll turn this over to Mr. Kevin Rothrock.

Kevin Rothrock

Good evening Mayor and Council. This is a special use permit being quasi-judicial anyone who wants to speak needs to be sworn in. Mayor and Council, first I'll read the staff report and then Shane will do a presentation for you. The Town of Blowing Rock is requesting a special use permit to create a daycare center in the Community Club Building, located at 108 Lakeside Drive. The property is currently being used for occasional community events, the property is .219 acres and is Zoned R15 single family. The Town's requesting this special use permit to locate a daycare there, formerly the Ruritan Building and based on the available space between the building and the property line on the south side and the rear of the building a small deck may be added for access to the lower level the ground level. The purpose of the request is to provide daycare services to Town employees. The predominant age bracket for the daycare is from birth and infant to school age. And due to the size of the building the town anticipates not more than 10 children at any one time being kept in daycare facility but could potentially be up to 20. The Watauga County Health and Human Services Department would determine the maximum number of children and the various state requirements for the daycare facilities. There's no parking directly on the property. But there is parking at the pool parking lot and at the gravel. Parking would be mainly for the childcare workers and the drop off and pickup would be at the pool parking area. This went to Planning Board in February and at that meeting, the planning board made a recommendation to approve a special use permit in your packet is a draft special use permit for your review. And then in the packet was also an aerial site plan and a view from the street. Now that site plan showed property lines being through the middle of the building, and that's not accurate. We did have the property surveyed and the corners have been located. But the surveyor is still preparing a final survey plat for us. So we can determine at what length we can provide a deck on the south side and also maybe in the rear. So any questions of me at this time?

David Harwood

Are there any variances requested?

Kevin Rothrock

No.

Doug Matheson

You don't think there will be one once you've got the property lines marked with what the deck's gonna need?

Kevin Rothrock

No, we'll be in good shape, it won't be very wide, it might be a six to eight feet access deck or a way to get down on the south side. But that was just initial understanding of where the property lines were when the surveyor was out there. Now that we've got some room to do something.

Pete Gherini

If we were to approve this, Shane, you mentioned there was some timelines with state approvals and things like that. Would you review those please?

Shane Fox

I certainly will, if it's okay, I've got it in the presentation.

Pete Gherini

Oh, okay.

Shane Fox

Yes, we can. Okay, my presentation towards the end of next steps.

Pete Gherini

Yes. Okay. Perfect.

Albert Yount

You will be addressing who and how much right.

Shane Fox

Correct.

Kevin Rothrock

And John Warren the building inspector is here if you have questions that come up about the building.

David Harwood

Did notices go out to the neighbors?

Kevin Rothrock

They did and the property was posted in the paper too.

David Harwood

Thank you.

Charlie Sellers

Council. Thank you Kevin, Mr. Fox.

Shane Fox

Thank you, Council for allowing me to speak tonight as an applicant for this special use permit. So, this is definitely a first, in my tenure here. We've labeled this Blowing Rock Academy. So, it's a fancy term

that we're using to name our potential Child Development Center. I do have a PowerPoint presentation to go over tonight. Feel free to stop me at any point and ask questions as we go through our Blowing Rock Academy outline. First, we'll start with a statement on childcare. We will then go on to discussing some issues with childcare, most notably the lack of childcare within Watauga County and the cost of childcare. And then what can we do, which gets us to the Blowing Rock Academy and the benefits of the Blowing Rock Academy and then an outline and what next steps look like if we were to approve this tonight and move forward with adopting the Blowing Rock Academy option. Childcare is a business issue, COVID-19 exposed the previous invisible or forgotten link between childcare and the economy. All employees must step up and make childcare a priority to retain and recruit employees. This is based on an article from 2022 of the Harvard Business Review. We have needs here, you all know what I'm speaking of. We have a number of children that are brought to work on a daily basis because of lack of childcare, even childcare that is nonexistent because of the lack of childcare that's happened during COVID. And so we'll go through some unfortunate issues that Watauga County has in regard to childcare with really regards to two main issues, lack of childcare, no spots. And we'll talk some numbers in just a few moments of what that looks like nationally within the state and then the cost of quality childcare. So, if you can find a spot or a slot or whatever term you use for your child, the sheer cost of that is astronomical. Again, we'll talk about what that looks like from a statewide and then again here in Watauga County, along with our proposition to the Blowing Rock Academy. Let's start with lack of childcare, I put some articles here I won't go through and read each one, I just wanted to put some recent articles, I think anytime anymore, especially with me, maybe it's my ears are more attuned to it as I flip TV or open up the newspaper you see an article with regards to childcare and childcare issues. Here are just a few of the most recent headlines that I picked out from New York Times, ABC News and CNN all dealing with childcare and lack of childcare issues, especially since the pandemic took place. Here's a recent study that was put out by the reading nation 8,000 parents were survey and again reading through some of these percentages of the parents that were surveyed and the outcomes unfortunately because of childcare issues. 23% said they had been fired because of childcare problems, 26% said they had to quit a job over childcare issues, 37% of they had their pay or hours reduced because of childcare and 41% said they turned down a job offer due to childcare concerns. Again, 8,000 parents interviewed for this study in 2022 by Reading Nation. Overall economic losses, the call of the underpowered childcare industry is at \$122 billion based on the study in 2022. Three and a half of that in North Carolina. I did put in here, prior to COVID, that number was \$57 billion. You see the difference there between \$57 and \$122, just in about a three-year span. Unfortunately, that's the economic impact because of the lack of childcare. Locally, Watauga County has approximately 2,000 children under the age of five, but only 659 total spots that's including private that are registered in home, and our commercial center. So, you see the difference there are over 1,300 children, that are finding ways whether that's with mom and dad or guardians or grandparents or neighbors or whoever. Over 250 currently in Watauga County are on the waiting list. Some of those waiting lists are over two years. We have four employees right now that either have infants or are pregnant, that are on waiting lists, that are in excess of two years. So, this is a real problem that exists currently within our Town with our Town employees. If you are able to get a spot, if you're able to luck up and plan ahead a year or two into the future and find a slot for your child that's maybe yet to be born. The cost of quality childcare was pretty staggering to me as we went through and looked at some of these numbers and talk to you all at the retreat about childcare. Childcare is one of the biggest expenses that families face, so one of the biggest. Infant childcare in North Carolina costs \$2,125 or 28.9% more than in state tuition for four-

year public college. And we'll talk about Appalachian just a few moments to give you something that kind of hits locally. That makes North Carolina one of the 33 states and DC where infants care is more expensive than college. North Carolina infant care costs just 8.6% less than average rent that's based on 2022 data. The average annual infant care cost in the North Carolina is \$9,480. That's \$790 per month, Watauga is a little bit more than \$800, which averages out to \$9,600 per year. If you have a teenager or a child or someone that you're sending to school with yourself through Appalachian State tuition and fees \$8,152 for that same timeframe. So, it is cheaper to send yourself or someone through college, tuition and fees, than it is for childcare in Watauga County. That to me was pretty staggering, I did not realize the cost of childcare. So, what can we do to exist? I put here think outside the box, which is the Blowing Rock Academy and what I'm presenting to you today. Why Blowing Rock Academy; listing of things here that I believe will have instant impacts, starting with retention of current employees, providing a peace of mind, having the children here on site - we're proposing the community center. We say that's on site, that's here within the Town so in walking distance, within lunch distance, within break distance or nursing distance or whatever you want to call it. We think it will boost morale and increase productivity and higher quality of work and having the peace of mind of having a child here. Decrease in absentee, this is something that's big that I put in here. I shared with you during the retreat there is studies across studies that have quality childcare or reduced absentee issues that often parents face because of childcare issues. Encourage families, we say here we're family and we encourage families to be first, we believe that through conversations with potential employees that participate in this would very well maybe increase their family size, given the cost factor and the ability to have onsite daycare, smooth transition over after maternity leave something that we're dealing with right now on several instances with mothers that are out on maternity leave. And this would make for a smoother transition, again for being on site and having the peace of mind of having a child here with individuals that would be employees of the town. And then overall, as we go through and talk about the cost that we're proposing, that would relieve the financial burden that would potentially be there if they were paying some of the fees that we talked about just a few moments ago. And consecutively recruitment of employees, we do think this will be a potential game changer and set us apart. We are fortunate as I shared with you during the retreat to have a full staff right now, we do have a new position that we have posted for our assistant finance position, but that's a new position. We are fully staffed. We've had no turnover this past year. I think we're doing some good things. We think this will help with that. And also help us within the labor poll recruiting some unique and great individuals into the Town of Blowing Rock. So, an outline. We are discussing this and proposing this for full time employees, children within the home and full-time employees. So, we do have a couple of instances of young children that are living in the home of grandparents. So, we are proposing this for children within the home full time employees and not for the public. So, I know that's been discussed or rumored out in the public. We're not proposing this and would not ever propose this to be an open for the public entity. This would be just for our employees and children's children within the home of those employees. Parks and Rec, our actual summer camp, I said examples of success, we've had nothing but success as an example, we don't think this would be anything different. Other than success, our after-school program and summer camp program are tremendous. We have a waiting list for both of them. Most of the time they fill up before they ever go to the public, with returning individuals and siblings, etc., that find their way back into our program. So, we have a building success example, within our actual program and summer camp program. We think this would just build on to that success, we are predicting or proposing, I should say the location as the community building, I've got some pictures and

few moments and a diagram of what we do need to do to that building. I put here underutilized, we are unfortunately only receiving about \$2,000 a year, I put here \$2,150 on average for rent. So, it is an underutilized building unfortunately most of the time. And our hours that we are proposing for this are 7:30 am to 5:30 pm. We are planning on starting with two full time employees, one would be considered a director which is required to be on site and then another full-time staff, with one part time staff. We are planning on starting with up to ten children, our current ratio is one to five. So, it would allow us to do that with the two full time individuals. And we could have up to 20 as Mr. Rothrock spoke earlier based on the square footage. So, the state will dictate everything that we do here, as we talked earlier, or as I think you were asking the earlier some of the requirements there the State Health and Human Services Child Development Center Division dictates everything that we do here from square footage requirements, outdoor space, etc. So, we would not be able to grow any further than what they would allow for us to grow. You've heard the stars program; a one star, two-star, three star, four star, five star program. Those are really based on three criteria, the program standards, which is essentially a curriculum as you would have within a school system, educational standards, those are mostly with the teachers that you're hiring, and then the environment itself, so the building itself. We want to do this the right way. So, our proposal is to number one, get the environment, the building up to the highest standards that's required to help get points towards the star system. Number two, we would propose hiring individuals that have accreditation individuals that have a degree that would allow us again to move a couple steps up on the platform. And then we would propose, as Ms. Pickett spoke during the retreat of having a full curriculum from babies all the way up to our preschool that would again, we believe allow us to start very high on this list, a three-star four-star program. What that does is several things we'll get into the monthly cost here in just a few moments. A star system does allow you to potentially go after federal and state money that would be available to us. So, we put here under the grant section, Stabilization Grant, Child Care Development Block Grant, Smart Star, I put the general assembly because we're hoping that we're going to be creative enough and new enough that perhaps the General Assembly would like to tag team or something moving forward with offsetting some of the cost as a pilot program. Our cost, back to the top as of right now proposed at \$400 per month, which is roughly 50% of the market rate that I shared with you earlier. Overall, the expense, we believe will be a negative expense to the Town of about \$70,000 to \$80,000 annually. Again, that's a projection based on the current numbers I put here, we currently spend about a million dollars on our employees and benefits. So, we're adding to that million dollars that we do. Our benefits in my opinion, are why we have some of the employees that we have and the tenured employees that we have. Most of that million dollars are spent on insurance and retirement things of that nature. We feel like this will be an addition to that that would help us again with retention and potentially recruitment. Our community building does have some needs, these needs are dictated by the state. So we have had several visits within our last few weeks over our community building with state representatives that have required a certain number of things potentially, to be done to our community building things like lattice on the back porch, they frown upon children wandering off and hiding under crawl spaces, a fence around the play area, it just has to be a 42 inch fence, I believe around the play area and the HVAC system again. We do have to have direct access from the inside of the building to the play area for both areas. You'll see in a few moments we're projecting to divide or proposing to divide the room up and so we have to take a window out put a door in two different sections to allow easy access and direct access from both of those areas. A new outdoor porch, Mr. Rothrock spoke, that's really a platform. And again, in just a few moments, I'll go through and show you a diagram of what we're proposing here. Hand washing sinks,

as we have found, are very crucial in obtaining especially those points and the star system, having many, many hand washing stations for the toddlers and the children and the teachers will be something that we have to have. And then again, that interior wall to separate the toddlers and infants, upfront costs, \$50,000 to \$60,000 are our projections. We have received some quotes. And we are planning on potentially doing some of this work ourselves. Here's our community building, you all know what it looks like there is an outside picture looking forward. Here is a back area. And I'll show you this is the area where we're proposing a door and a porch similar size, extending it out what this looks like. Our property line is essentially this wall continues down through here. Here's the other side, we're proposing to enclose from this corner out and down with a fence that would come back this direction, and then come back. And our second door would be at this window with a platform that would come down from the building and allow access. Here's an interior picture, what it looks like, most days, it's a big open room that does have restroom facilities, back in this area, there's two restroom facilities. So based on the requirements at the state level, here is a beautiful drawing that was done by our Parks and Rec staff. And what we're proposing so we'll go back and look here is the interior picture and here is our not professionally done as our architect on the Council probably noticed at this point. Here we are proposing a wall that would be in this area that would connect over. So, let's go back. So, we're, we're looking at a wall that would go here to that right here and leave this big area open for what we would call our toddler and preschool room. And this smaller room would be infants, infants do not require as much square footage as what your toddlers do. Here is what I was proposing as being a new door and ramp, the same back here. On our back window, this window right here. So, this window would become a door, and that window would become a door. We are in need of adding some sinks in here off of what is our storage room right now this holds our tables, this would be considered what we would call an office area. So that is an overview of my presentation. And I'm sure you have plenty of questions to ask. I can walk you even further through the diagram here. I would be happy to answer questions.

Doug Matheson

Two things on the diagram, one, do we not have to have a water fountain? And two I think they still require tempering valves on the hot water on your sinks if I am not mistaken.

Shane Fox

Yes, sir, to the hot water no to the water fountain. And that is part of our list.

Pete Gherini

So, Shane back to the state approval, what kind of timeframe do you expect the state to take to approve this?

Shane Fox

So, we've begun, at least what is needed at this point with starting the process. So, the building is really the biggest piece and it's probably the most time-consuming piece of this, we do think this part will take we'll say up to two months for us to get through. Maybe not consistently, but just based on the contractor's timeline. Our proposal would be to have this open around the first or middle of July. So that is several months from now, that would give us plenty of time to get the work completed that's needed here behind me along with the hiring and training of the individuals. We have been contacted by several individuals that would be interested in potentially participating as employees for this that would come

with certifications that are needed and the education needed for us to get them up and running pretty quickly. But our proposal as it stands right now, we'll say around the middle of July, second or third week of July is when we would hope to have doors open to the employees.

Pete Gherini

Okay.

David Harwood

Are you are you going to get in deeper into the financial piece of it?

Shane Fox

Can we just go back a couple of slides?

David Harwood

I can.

Shane Fox

Yes, we certainly can. So, what we're proposing is a 50% of market rate. So, as I showed earlier, Watauga County averages \$800 per month. So, we're proposing a 50% rate to lessen that cost burden that would be on the employees if they were in the free market that was out, if they had a slot. We believe based on our needs, which would be the two employees and the part time employee, along with some overhead cost, utility cost, our annual negative cost. So essentially, a loss would be between \$70,000 and \$80,000.

David Harwood

A gap?

Shane Fox

Yes, a gap to be able to fill. The more children, so there is a breakeven that happens somewhere around 25, we would never be at 25, not in this facility. Until you get to that point, there is a gap that has to take place. That's why I was beaming it as a benefit, it is not a cost or a profit. The ability to make a profit comes with a higher number that I don't think that we would have, unless we would have a partner with another entity, as in the Town of Boone or Watauga County, there has been some early on conversations about us getting this up and running. And I think an opportunity that could exist later down the road if we choose to do so with partnering with another entity. This issue, as some of you have been aware of and attended some classes and some of the things is not only a Blowing Rock issue, as I've shared it is a Watauga County, North Carolina, in the country. So, I do think we are maybe being trendsetters here, hopefully, and putting some motivation out there for others to either do it on their own or potentially join with us to do something more in the future. But unfortunately, until you get a little bit higher, the breakeven doesn't happen. So, this would be a negative cost to the Town.

Charlie Sellers

And it's a benefit.

Shane Fox

It is a benefit.

David Harwood

On paper I think it is, but I don't think it's a benefit.

Shane Fox

I will add that, you know, retaining one employee or recruiting one employee is somewhere in that neighborhood as well from a cost of hiring, training, etc., recruiting. So, it, I will not say that it's a wash, but it's a significant cost to us to lose employees or have to recruit employees, especially in certain areas and certain skill sets. Let's go back two more slides, I think. Okay.

Doug Matheson

Back to the retention part. Just to make sure that everybody understands it too we're talking about this being a benefit that we're not having any problems with the retention. We're not having any problems with absentees and a lot of the problems mentioned there now are we?

Shane Fox

We are not so we have a very open policy now that allows children to come to work if need be because of lack of childcare. We are very family friendly here. I think as you all know if you show up on any given day, that may very well be the case. So, we have encouraged that to be the case here and the culture here to allow those individuals to feel like they can come to work and do their duties. So we're not having those issues. But I think that's in direct relation to our policy and our openness towards allowing children to be present if need be.

Charlie Sellers

Council. Thank you Shane, now this is open for public hearing. If someone would like to speak on this please see Ms. Hilari and be sworn in. Okay. Do I have a motion to close this public hearing?

Albert Yount

So moved.

Pete Gherini

Second.

Charlie Sellers

Any further discussion?

All

All in favor of closing the public hearing.

Albert Yount

So, moved.

Charlie Sellers

All right, do we have a motion to approve this program?

Melissa Pickett

Second.

Charlie Sellers

Any discussion?

Pete Gherini

Just thanks to Shane and everybody that worked on putting this together. I think as you've stated the benefit of keeping employees and the retraining if you had to hire new people, maybe there's some upfront costs but over the term I think it's a great deal. So, thank you.

Shane Fox

Thank you.

Albert Yount

This is huge, it's wonderful.

All

We have a first and second, Council? All in favor of the motion.

Shane Fox

Thank you all.

Charlie Sellers

Moving right along and thanks again to Shane, Jennifer, Kevin. All those who put time into this. Like Pete said this is I think a great benefit. I really do. And Pete they will be looking for volunteers down there and I can't work, I'm too short, but you can.

Pete Gherini

My plate is full Charlie. Thank you.

Charlie Sellers

Okay, during the agenda change, we move the Eagle Scout up to number one. This is Mr. Evan Cutlip. Mr. Cutlip, could you please step forward and thank you for coming.

Evan Cutlip

Thank you for having me, Town Council and thanks, everybody, for coming. My name is Evan Cutlip. And I'm here to try to approve my Eagle Scout project, which is just a small little bike track that goes off into some bushes by Davant Field. What is an Eagle Scout project, an Eagle Scout project is what a Life Scout has to do to finish Eagle. To get to Eagle the scout has to do a project that helps the community in some way. So that's what an Eagle Scout project is. What is my project, my Eagle Scout

project is going to be building a small bike track or pump track by Davant Field in Blowing Rock. Where? I plan on planning on doing my pump track at Davant Field in an open space. Not only to provide room for bikers, but also to clear out some of the overgrown trees in the area. This is also a great location because the nearest bike track is 30 minutes away and we don't have one in town. This will also be a new recreational feature for the Town of Blowing Rock. Why? I decided to do this project because I have been planning on doing this for my Eagle Scout project ever since I started thinking about Eagle almost three years ago whenever I joined Boy Scouts. How? I'm planning on executing this project by instructing thoroughly detailed directions images and designs to all of the workers and Boy Scouts. I also will have strict safety guidelines. And will make sure to keep all the heavy equipment not only away from all of the young scouts but just scouts in general by having them separated on different days of the week. So, I'm going to be making sure that everybody's safe by not only separating them from distance but also days and time. With the help of my Eagle Scout project team coach Ron Cutlip, which is my dad, he's a landscape architect, he will oversee the planning and construction phases of the project with me, this will allow for a safe and successful project. When? Our plan is to do it in the month of April. I'm working on getting a date where all the Boy Scouts can help with the project. This is an image of the site right above the bleachers off into the woods.

Charlie Sellers

Would that be over to your left?

Evan Cutlip

Yes, it would be over to the left. It'd be right in here and all through here. Because that's just overground. Maintenance, the maintenance of this plan is not as difficult as it might seem with the only maintenance being once or twice a year depending on whether of upkeep by the Boy Scouts. I'm planning on getting a date that the Boy Scouts can work on the project once a year as service hours to do with the reshaping of the jumps. So, the only maintenance would be the reshaping of the jumps. The only other thing that we would need is a mower around the edges not on the track, which the town already has a mower and mows. And this is my design. So, I was going to think about putting small little berm here along with just some lumps and jumps, I have all the exact measurements. This is about 62 feet across about 25 feet up. And then another little berm here not that not that big of a berm. These are all small jumps, that will go maybe like, like a foot high, not that high, so nobody gets that hurt on them. And then we plan on taking this trail up into the woods around the tree, with it being about 12 feet wide, up through here, still probably about 10 feet from the road. Come around here, we're thinking about putting some logs in here, along with down here. And then there's going to be there's a river here. So, I was planning on making a bridge, but I don't know how that would be with the safety. But I was planning on making a bridge here that comes down and leads into the track. And then another trail that goes through here at like a zigzag design, that comes down. That's kind of it, any questions? Yes.

Charlie Sellers

Okay. Council.

Doug Matheson

I got a couple on the barriers; I heard him say 10 foot close to the road at the top?

Ron Cutlip

Yeah, there's that elevation change in the roads up here. And we'll probably have to put some kind of fence along that. I am Ron, Evan's dad. Yeah, that area up in there, you know, the roads here and it kind of drops, there's a big elevation change. And so probably what we would do is run a fence somewhere from that bathroom facility along the upper edge so people couldn't go either way, you know, just for safety purposes.

Doug Matheson

And same with the bottom next to the walking track.

Ron Cutlip

Yeah, there will probably have to be some kind of fencing in here. So that when people are walking or whatever, that there will be a barrier, a safety barrier. In fact, this might just actually be pushed up a little more like that, more compact. And this is like a drainage creek. It runs under the road. It kind of disappears in a pipe somewhere in here. But it does have running water.

Pete Gherini

Shane, while the scouts and volunteers are working on this. What about insurance coverage? Could you talk about that?

Shane Fox

Let me ask if Jennifer Brown can come in just for a few moments. I think she's handled the details there. So, it's probably best for her answer.

David Harwood

Evan, did you draw this?

Evan Cutlip

Yes, sir I did.

Jennifer Brown

I had Nicole reach out to our insurance company. Nicole, do you remember the number off the top of your head?

Nicole Norman

So, she didn't give us a number. She just said some specifications to make sure that we have in place, a certificate of insurance as additional insured coverage.

Shane Fox

Our insurance company, the League of Municipalities would require for the contractor, the Boy Scouts or whoever to provide to us, like typical, their cover of insurance and their policy that we would hold during the project.

Charlie Sellers

So, we'd be carried as additional insured on the policy, their policy.

Pete Gherini

Thank you.

Evan Cutlip

Any other questions?

Albert Yount

Are you going to have to take out all the rhododendrons?

Evan Cutlip

No, just around the track and just gonna cut them. I'm not gonna take them out of the ground unless they're directly in the way but we have chainsaws and stuff.

Albert Yount

Funding?

Evan Cutlip

So money wise we wouldn't really need anything. My dad's an architect, so he has a lot of people locally that do soil and stuff, donate to the Boy Scouts. And we could get donations. And also, it's mainly donations of the rock the dirt, and with the dirt that we would dig out the top for the trails we could also use that.

Charlie Sellers

I will have to say, Council, when I first moved back to Blowing Rock full time, I got involved with Evan's dad, with the building the playground at school, and you donate all your time, plus some. So, thank you for that. So, I will say that.

Ron Cutlip

Thank you. I believe that on our initial email, did we not send that kind of a breakdown of materials and equipment? Do they have that in their packet?

Jennifer Brown

No.

Ron Cutlip

Okay, so for his Eagle Scout application, he had to list all the materials and quantities. Who was going to potentially donate that? And what equipment and tools? And then how he was going to organize his implementation with the scouts and the volunteer labor? I can put in I mean, as far as costs go, Evan's, right. I mean, I have a lot of connections as a landscape architect. And I will call in those favors.

Melissa Pickett

So, after the project is complete, the only maintenance costs to the town will be the mowing, which is already being done now is that what I'm understanding?

Evan Cutlip

Yes, the Boy Scouts would have the rest covered, because we're always looking for more service hours. And the more of those, the better. And we can 100% implement a day of the year where the boys come and help revamp the stuff that overground and stuff like that.

Ron Cutlip

The trail will need to be pruned twice a year, maybe once in the spring, maybe once in the fall.

David Harwood

What's the life expectancy of the trail?

Evan Cutlip

Probably as long as the Boy Scouts are taking care of it, probably 30 years or so. I'm not really sure though. I would say 10 to 30 years, depending on how people write it in if there's people that are like, set out to destroy it, which there may be people like that, I don't know.

Doug Matheson

These hard rains we get won't rut it.

Ron Cutlip

What we had planned on doing is we're going to obviously bring in the soil to create the mounds and the bumps in the trails. And then we were going to work with Vulcan Materials to get the crusher run to then place actually on where the bike tires go.

Evan Cutlip

And we're gonna compound some different dirt with some stone and have a compactor to compact it. So, the rain shouldn't be an issue.

Ron Cutlip

Then it will be grass seeded, sod is out of our budget.

Pete Gherini

Jennifer, will there be an outreach to the community saying there is an opportunity to support this?

Jennifer Brown

We can absolutely do that for sure. This will not be our first Eagle Scout project that we have done either. We've had several other Eagle Scouts who have done different things throughout our park system.

Pete Gherini

I think it could be a great idea. There are probably people out there that would write some checks.

Jennifer Brown

It would also probably get some bicycles off the new playground's surface and playground area.

Melissa Pickett

Yes.

David Harwood

So, who's going to police this? And by that, I mean, well, it's a fair question. I mean, right now, I see the challenges that we have policing and scheduling, other park amenities, tennis courts, pickleball courts, things of that nature. I mean, who's gonna police this?

Jennifer Brown

In my opinion, I think this is more of a, you get off of school, or it's a pretty day and your kid wants to ride their bike you take them to ride their bike. If it becomes a problem, then that's something that we would have to deal with. But I don't know that it necessarily has to, more than one person can ride am I correct?

Evan Cutlip

Oh, yeah. Probably like up to like four or five at a time. I mean, probably more than that. Actually. Probably like, 10. I mean; just however many are there at a given time. What do you mean by policing it?

David Harwood

Well, I'm sure there's a maximum.

Evan Cutlip

Oh, policing, how many people are on it.

David Harwood

Policing how many people are on it, when people can be on it, who's going to get people off of it when they're not supposed to be on it?

Evan Cutlip

I was kind of thinking my mindset was something like Rocky Knob that just doesn't really have a police amount of people that are gonna be on it. Although I'm not sure if that's different with different places in this county. But I didn't think through the policing part.

Ron Cutlip

Generally, at Rocky Knob, there's always a parent or two around that do some enforcing. And that's how they kind of do it there. I mean, yeah, just like when your kids on the playground, your kind of watching your kid.

Evan Cutlip

Yeah, and with the different trails going up through here, this would probably take like five minutes to ride up and down. Or maybe like three minutes or something like that. So I feel like the amount of people we could have on this? I don't think it would overpopulate. But if it did, I'm not sure about that part.

Ron Cutlip

But one thing we could do is make sure that we work with the police department, I guess, to make sure there's clear sightlines that when they're driving by it, you can see in there, so if there's clear sightlines and stuff, that too, is a good way of knowing what's going on.

Jennifer Brown

I think we can also probably talk to Thomas and potentially add a security camera down there if we need to do from the bathroom side when we're adding the other stuff.

Charlie Sellers

I do have a question, Council. And don't get me wrong, I think it's a great idea. My hat's off to you for your hard work and your ingenuity. If a child is riding their bicycle, and they fall and break their leg, and they are on town property, who's liable?

Jennifer Brown

To me, I will see it no different than when they go out on the playground come down the slide and break something.

Charlie Sellers

Ok.

Shane Fox

I would add, we've not discussed this, but I do think proper signage would be required as well. So I'm sure that something we can work out with ground rules, open and closed type of thing, whether that's dusk to dawn, etc., along with our typical signage that we add, that is added to our playground and others that is a play at your own risk type of language. I think that's probably appropriate it would be for us to add.

Charlie Sellers

It would be good for Evan to come up with that information and submit it to Shane.

Shane Fox

I think I do think we need to get some stipulations of age hours etc. that we could provide to you all to provide signage.

Ron Cutlip

Indeed, it does need to be fenced off, you know, that we talked about we're gonna have fencing at the top and fenced off at the bottom so when the time comes and whatever time that is, I don't know how that works, but let's say it's dusk the gates shut and locked. You know.

Doug Matheson

That would be only two things that I would ask on it is that we do at highway side and walkway side have some type of safety barrier there.

David Harwood

Evan, when you say the Boy Scouts will maintain this, are you referring to your troop?

Ron Cutlip

I agree.

Evan Cutlip

Yes, yes, sir we have over 40 people in our troop. The amount of people that could maintain this would probably be like, probably 30 people, like once or twice a year,

David Harwood

Your troop is in?

Evan Cutlip

Oh, yeah to move up in scouting, you have to have service hours. So, people would feel like, if they didn't want to do it, they'd have to do it.

Ron Cutlip

You have to have service hours all the way through service hours at each rank.

Evan Cutlip

That's why a lot of people don't advance because they don't have the opportunity to do service hours, because there's only certain places certain times to do service hours.

David Harwood

Your trip is based in Boone correct.

Evan Cutlip

Yes.

Jennifer Brown

The reason why is Blowing Rock doesn't have a troop any longer. So, they have combined the kids with Boone's troop.

Ron Cutlip

Evan's in eighth grade at Blowing Rock and been in Cub Scouts all the way through, unfortunately, when COVID hit and all that the Boy Scout troop here is no more in Blowing Rock. And hopefully one day it will be again.

Evan Cutlip

You probably still have like 5 to 10 people from Blowing Rock School that go to the Boy Scouts in Boone that I am at.

Charlie Sellers

So how many of your associates would use this park for bicycles?

Evan Cutlip

My friends?

Charlie Sellers

Your friends.

Evan Cutlip

Oh, my personal friends? Probably at least 5.

David Harwood

Does Parks and Rec have an opinion of this?

Jennifer Brown

He came to me and approached me about this. And we discussed different areas and options and the area that he is chosen. I mean, it is very overgrown right now. There are pretty rhododendrons like Albert said and I think if we can keep some of those, I think it's a good place to clean up and also give the kids an opportunity to ride their bikes in a safer place.

Charlie Sellers

Council?

Albert Yount

One observation and one question. Evan is not going to have to go through life being a wallflower. Is there a maximum age to ride?

Kevin Rothrock

You want to ride? Council can go out and ride the trails.

Shane Fox

We should talk to our risk management.

Ron Cutlip

I think we would have to get with the Parks and Recreation Department on that.

Evan Cutlip

Another thing, now that I think about it, for the policing how many people we can just have signed that would definitely help. There will probably be people that don't follow the sign, but we always know that

there will be people that don't follow the sign. Well, I hope we think that I'm not sure anymore. But I know a sign would help, at least a little bit.

Doug Matheson

I think, like you we're talking about Rocky Knob most police themselves.

Evan Cutlip

Yeah, that's what they do.

Melissa Pickett

They are pretty good about doing that and trying not to overcrowd.

Evan Cutlip

Because then it's not even fun.

Charlie Sellers

We good? Anybody want to make a motion.

Pete Gherini

I'll make a motion to approve.

Albert Yount

Second.

Charlie Sellers

We have a second any further discussion.

All

All in favor of the motion.

Pete Gherini

Thank you very much.

Charlie Sellers

It's impressive to see young people doing things like this. This is great. Coming up next the comprehension plan bid approval.

Kevin Rothrock

Mayor and Council staff sent out an RFP request for proposal for comprehensive planning consulting services in January 2023. And the Town received a proposal from Benchmark Planning in the amount of \$88,200. The proposal is attached as well as the agreement for services. Funds are set aside in this year's budget for \$50,000, and staff will be requesting the remaining \$38,200 for the remainder of the contract in the budget 23-24. Staff recommends moving forward in contract with Benchmark as they've got a history of service with the Town. Benchmark completed the 2014 Comprehensive Plan update,

consulted and rewrote the sign ordinance in 2018 and assisted with the 321-visioning study in 2019. The scope of services and attachment A, the service agreement provides an outline for the comprehensive plan process. Briefly, initiation begins in March of this year, this month, background research in March and April, initial public comment in May preparation of the draft plan in June through September. More public input in September and October, and then preparation and presentation of the final plan in November through January. Our request is that you approve the service agreement presented before you and then also appoint two members of Council to serve on the steering committee for the comprehensive plan.

Charlie Sellers

Council, what are your thoughts?

Pete Gherini

I'll say that Benchmark did a great job on 321. I was chairman of the planning board working with Kevin and citizens, people from all over and I thought their methodology and how they put things together in the public hearing they had a vote so that people could say yay or nay. And so, I found them to be really good people and would recommend that we use them.

Charlie Sellers

Okay, what we'll do is we'll approve this and then the Council will need to approve two individuals to be on the steering committee. Okay. Does someone want to make a motion?

Doug Matheson

I make a motion that would go with Benchmark and proceed with it.

Pete Gherini

I'll second it.

Charlie Sellers

Ok we have a first and second. Any further discussion?

All

All in favor of the motion.

Charlie Sellers

Okay now who do you want on the steering committee? I'll be more than happy to jump in, because I know everybody's got their plates full.

Doug Matheson

I can. Anybody else? I sat on the last one 14 years ago.

Charlie Sellers

Alright, are you okay with that?

David Harwood

Okay.

Charlie Sellers

You want in?

Doug Matheson

That's fine.

Charlie Sellers

You okay with the two of us?

Kevin Rothrock

Absolutely.

Charlie Sellers

Okay, motion to approve Doug and myself?

Pete Gherini

So, moved.

Charlie Sellers

Second?

David Harwood

I will Second.

Charlie Sellers

Okay, thank you. We're also seeking membership on the subcommittee or steering committee from our Planning Board. Okay excellent. Thank you Kevin. Thanks, Kevin. Thanks for all your hard work. Okay, Main Street water, sewer, sidewalk bid approval. Doug Chapman.

Doug Chapman

Thank you, Mayor, and Council. As we discussed, the Town is working hard to do a Main Street Infrastructure Project. That project includes replacing the water line all the way through Main Street; that was funded by state earmark, replacing a section of sewer line in the central business district. We'll say from Park Avenue to Pine Street, just almost to Chestnut; that's also funded by state earmark. The next section was the North Main sidewalk, which goes from where the Bass Lake sidewalk stopped there on the other side of Speckled Trout down to Hill Street, the second side of Hill Street that is. With that being proposed to be funded by the GO Bond funds. The underground utilities, duct banks were part of that bid. That part hasn't been funded yet so that part is on hold. Also, the paving of the street, milling Main Street and paving it from one end to the other will be on hold until the Town has a funding agreement with the NCDOT to pay for that. Originally that was the expectation is that DOT would pay for that. We just don't have a municipal agreement in place to pay for that. So, we wouldn't be awarding

that part of the project at this point. So, the waterline project extends from basically one end of Main Street to the other, to replace that whole section of eight-inch water line that's had many breaks over the years. I don't know if Matt kept counting, if you counted notches on a shovel, the shovel broken into I would guess. But hopefully we're not too far off from that being replaced in some of that is the oldest section of waterline in Blowing Rock, by far. So, we had the sewer in two segments there in the original project just had the sewer line right here in the central business district to be replaced. That was all that was originally what we asked for in the funding. There's a section of 18 inch sewer that is in Main Street that we've talked about replacing for the last 16 years, 17 years since we did the CIP in 2005 and 2006, we haven't had money for it, we've replaced the section from right beside Chetola Lake to the wastewater plant through the highway widening project through the Chestnut Ridge sewer service that lower section was replaced, we haven't done the upper section. So really what we did was we went ahead and included the design of that in the bidding of that in the package. So, if we had enough money, we would do that section. When you add that section, it put the project a little over budget when we set aside contingency money that the state wanted us to do. So, what we're recommending is we put that piece on hold for right now, until the project gets along a way. And before we get to the point of paving and everything, and that's probably sometime later this summer into the fall as we get a lot of the pipe done and we know where we stand budget wise, we will probably be coming back to add that piece. That's our expectation. So, the next section, the next piece that we're talking about awarding is the sidewalk project, which we have funding for from the bond proceeds. From the low end of the Speckled Trout parking lot down to the north end of Hill Street. So, through the project, we have the waterline replacements, which has the low bid was \$3,156,070.45. And the sewer section, the low bid was \$801,640. The sidewalk was \$326,502. So, what I will say, let me back up to say, we advertise for bids, and we had a bid opening on January 26. We only had one bid, so we didn't open we re-advertised. And on February 21 we only had one bid, but we were able to open that bid because of the way the statutes are written. And that one bid was from Iron Mountain construction company and their low total bid for all of the work was \$8,628,791.45. That's for all the divisions. Iron Mountain is appropriately licensed to do the project, the Town has worked with them many times over the last 20 or 30 years successfully. They did the Sunset project, which had water, sewer, streetscape on it so they have completed a number of other similar projects. They did the Sourwood water replacement. So, they've done other work in the area. So, we're recommending that the Town Council approve awarding the water, the eight-inch sewer section and the sidewalk part of the project for a total amount of \$4,284,212.45. We also recommend setting aside a contingency for construction. That's \$207,753. And the reason that's an odd number of contingencies is that takes the water, sewer and the engineering costs associated with that plus the contingency add up to the \$4.8 million that the Town had funding for from the state. The sidewalk part of the award would be above that, obviously. So, our intention would be that on this project. water and sewer we spent all of the \$4.8 million. So that \$207,000, if everything goes as it is, will pay for about half of that 18-inch sewer. So, we're hoping that there'll be you know, there's there's a few places where we've added an extra vial or an extra fire hydrant, things like that in the quantities. So, we are hoping there's some extra quantities to cover some of that extra cost. So, we won't have to need the full amount. But like I said, we'll come back with that at a later date.

Charlie Sellers

What was the cost on the 18-inch sewer line that was not replaced?

Doug Chapman

It's around about \$400,000.

Charlie Sellers

So, we're short about \$150,000, \$180,000,

Doug Chapman

Something like that, yes. And now that doesn't account in other factors, like sales tax and other things that the Town might get reimbursements for.

Doug Matheson

Let me ask you a question where you were talking about that piece down by Chetola, when was the last time we changed that one going across the dam?

Doug Chapman

That section was replaced when we did the sewer and water to Chestnut Ridge. So yes, that section has been replaced, everything from there at the corner of the gas station back to this point was replaced when the road was widened.

Charlie Sellers

What do you think Council?

Albert Yount

I make a motion to approve water, eight-inch sewer and sidewalk at a bid of \$4,284,212.45 with a contingency of \$207,723.

Charlie Sellers

Do we have a second?

David Harwood

Second.

Charlie Sellers

Any additional discussion?

All

All were in favor of the motion.

David Harwood

Great, thank you.

Charlie Sellers

I do have a question.

Doug Chapman

Okay.

Charlie Sellers

I what percentage does that take care of our aging water systems in the town? Can you give me an idea?

Doug Chapman

The only idea I can have is not a whole lot. I mean there's a number of how much of the systems is cast iron, how much of its galvanized. We did that in 2014 when we talked about the bond, and it's a pretty significant number. But this has been the worst section for breaks over the last several years.

Charlie Sellers

Okay.

Albert Yount

Now this won't allow sewer tap ons for any of the people in town that don't have sewer now, right?

Shane Fox

Correct, this is not an extension of sewer, this is just replacement.

Doug Chapman

Yeah, this just replaces sections and Main Street.

Albert Yount

Do you know that number Mr. Manager, the number of people that don't have sewer?

Shane Fox

Approximately 400 individuals do not have sewer.

Albert Yount

Would that be equated to houses?

Shane Fox

Yes, it is. So that is taking my rough math of the number of water customers minus the number of sewer customers equate to about four individuals. How many houses in town? That's 400 houses, about 400 customers.

Albert Yount

How many do we have total?

Shane Fox

Water customers we have 2,350ish, so about 400 of that number does not have sewer. Primarily Mayview and Laurel Park are the two primary sections more than majority of the 400 without sewer.

Albert Yount

Mayview's constrained by the current pump station. Is that right?

Shane Fox

That is one of the contributing factors is the pump station that will be replaced during the USDA loan process that's coming up. That is correct. And I will add that the other constraint on Laurel Park is the topography of it.

Albert Yount

And rock.

Shane Fox

Rock and cost of pumping that sewer. If you recall the pump station replacement at Mayview which would be I guess equivalent to what something that would be taking place in Laurel Park, probably something very similar to that I would say is excess of a million dollars just for the pumping station. So it's a pretty significant cost. Replacing the Mayview pump station will allow us to discuss potentially expansion of Mayview.

Albert Yount

Will?

Shane Fox

Yes, will.

Albert Yount

Okay, thanks.

Charlie Sellers

Ok Council, Memorial Park PartF. Back to Doug Chapman.

Doug Chapman

So, and you'll recognize a lot of these slides look like the slides that we had for the retreat. But this is the layout of the park that the Council approved applying for PartF application, which I guess was in the spring of '21. So that PARTF application was approved. Series later when budget changes happen. So that project was eventually approved for a half million-dollar budget. As we began the design of the project, there were a number of things that were changed and added. We added separate pickleball courts, converting one of the basketball courts to a pickleball court. We moved where the picnic shelter was going to go to keep the volleyball court where it is, we're still replacing the tennis courts. There's a lot of sidewalk work, upgrading the bathrooms, all that's included in the project. The original project, and it was on the first slide had a budget of \$1,285,000. As we added more things to it, we didn't necessarily come up with a number, but we expected it was going to be more. So, on that project we had a bid opening scheduled for January 29th at two o'clock. We didn't have any bidders show up for that project. So, we readvertised for February 21st, same day as the Main Street project, and we had

one bidder show up. The low bid was provided by Greene Construction company who's done a number of projects for the town and their base bid was \$2,984,483.88. That project was well above the original budget and well above what we would expect the budget to be. I can't give you a great explanation why. I mean we know how much things cost these days. So, what we wanted to talk about was what are the strategies moving forward. We can, because we have a low bidder, we can negotiate with that bidder, or we can reject the bids and readvertise. Typically, when we readvertise for bids, we changed the scope, so that we're not just bidding the same project again. So, we can look at reducing the scope, we can look at some phasing of the project, we do have a schedule, a timeline for PARTF to be complete. We're well within that timeframe. And typically, it's a 36-month completion. And I think that agreement was signed, like mid last year, something like that. So, we still have time to do the PARTF part of the project, if we want to separate out and do some pieces now, some pieces as part of the PARTF project.

Doug Matheson

So, we can build the bathrooms now and rebid it?

Doug Chapman

Yes, we can take and move forward with just the bathrooms. We can rebid the bathrooms and move forward with just the bathrooms and then wait till a later time in the fall or next year and bid the rest of the park improvements if we want to do that.

Melissa Pickett

The bathrooms were the one part that didn't affect the PARTF grant, right?

Doug Chapman

Yes, we did not get points for the part of the grant. At one point we talked about using, because you have to have a 50/50 match with PARTF and the restroom money could count as part of the match. But I think even if we do the bathroom, we're not going to have to worry about spending a million dollars on everything else. So, we'll match the half a million PARTF with the rest of the project.

David Harwood

What was the bathroom budget at?

Doug Chapman

Originally, I think it was \$450,000. And I can't remember if that included the renovation because we're also renovating the existing bathrooms. So, they'll all be everything will be new. And there'll be tiled walls, tiled floors, new fixtures. There's a lot of work.

David Harwood

Do you remember what Greene's number was for that?

Doug Chapman

No, I don't remember that one off top my head.

Charlie Sellers

So, I've got a question, will Greene allow, we you have to rebid just the bathrooms or will Greene's take their bid and just section off the bathroom bid and say okay, we will do that bathroom for that amount of money. What are you looking for from Council?

Doug Chapman

We can do either or, I mean that's what statutes allow. You can negotiate with the low bidder. If you come to an agreeable price, then you can move forward. Or if you can't come to an agreeable price, you reject the bids, and then rebid the project.

Charlie Sellers

Yes, Pete.

Pete Gherini

I'm understanding the critical need for bathrooms, which Jennifer and all of us have talked about, Shane. I suggest we go ahead then and go with the bathrooms and try and negotiate with Greene's to see if they're more accommodating. But we need the bathrooms, let's do that first.

Charlie Sellers

So, are you making a motion?

Pete Gherini

I will

Charlie Sellers

Okay. So your motion is to allow McGill to contact Greene's stating that the town would like to look at doing the bathroom renovation, new bathrooms and bring numbers back to us again for approval.

Doug Matheson

And wait until later on to rebid.

Charlie Sellers

Yeah, wait until later on to rebid.

Melissa Pickett

I have one question in reference to that. Were we not using the bathroom portion to do our 50/50 match. So, if we pull that out where does that leave us in the future for our PARTF grant and us matching?

Doug Chapman

I think the rest of the project will still be a million dollars.

Melissa Pickett

I know we have the PARTF grant. But that does not change the fact that we still have to match it in order to execute the grant. And if we were using the restrooms as a chunk of that 50/50 match, I'm curious if we pull these out what we're going to do for that.

Jennifer Brown

So I had a conversation with our representative with the State of North Carolina Resources and we can go ahead and do the restrooms, and we can do the rest of the project later. It all coincides we have three years to spend the money. So, we can divvy it up, can use separate contractors and all of that as long as it's all within that three-year span. Also if we need an extension, there is also the possibility of asking for an extension.

Charlie Sellers

Mr. Yount seconded the motion. Do we have any additional discussion?

David Harwood

Yes, so the motion as I understand it is to move ahead with the bathrooms for which we don't have a bid on correct.

Charlie Sellers

We do have a bid on the bathrooms from Greene Construction, correct?

Doug Chapman

We have a bid on the project, and I understand the motion would be we'd go back and negotiate a price for the bathrooms with Greene Construction. If that price comes back acceptable, then the town could move forward and award it. Or we can reject the bid and readvertise and bid that piece out separately.

Charlie Sellers

And they'd have to come back to you anyway, right?

David Harwood

Right. Okay.

Doug Chapman

I mean, right now, we only have one bid to compare our numbers to.

David Harwood

I'm concerned about waiting on the rest of the park, tabling that until the summer or fall. Just because of so many things in the construction industry with regard to lead times, availability of contractors and all of that. And I would want us to go ahead to start figuring out how to make up the gap without violating the terms of our PARTF grant.

Doug Chapman

Well, one of the things that I will say as far as lead times go, once you take the bathroom out of the project, the rest of the project probably isn't long lead time items. And when you look at the project, and

this is why it's hard to get contractors to bid on parks. This isn't the only park that we've bid, I mean, this is the third park in the last several months that we've only gotten one bid on. Similar parks, at least you've got a large component that is sitework. The grading, the paving, the courts, etc. And then a large portion that's building. So there is a reasonableness to separating those out into two projects. And if we did rebid, we're likely to receive, we could get more bids, because it's just a building project at that point. And a building contractor could bid on that. And they don't have to sub out as much if they're trying to sub out all the other site and amenity work.

Charlie Sellers

So, I guess David's main concerns he doesn't, you know want to kick the can down through the park.

Doug Matheson

But we don't want to spend \$2 million dollars either.

Charlie Sellers

That's right.

Pete Gherini

Yeah, exactly.

Doug Matheson

What we think is really over budget right now.

Charlie Sellers

But so essentially, Doug, you're saying by doing this, this takes a large piece of that puzzle out. That still will open the door to possibly more bids for the park project for the recreational parts of the park project. Is that correct?

Doug Chapman

Yes.

Charlie Sellers

Okay.

Doug Chapman

And if we end up rebidding the bathroom by themselves, that probably opens that up too.

Charlie Sellers

Okay. What do you think Council?

Pete Gherini

Call the question.

Charlie Sellers

We have a first and a second. Any further discussion?

All

All in favor of the motion.

Charlie Sellers

Alright, thanks. Have a good evening, Doug, thanks. Okay, back when you also chose the groups for planning and board of adjustments and so on. There was an issue that arose with the board of adjustments alternate. Kevin, you want to take the lead on that.

Kevin Rothrock

So, at the February regular meeting, Council appointed citizens to the various volunteer boards. After the initial vote, there remains a spot available for an alternate member on the Board of Adjustment. As a current member, Sarah Murphy was moved to a regular member position. So, after reviewing the volunteer applications, I recommend the appointment of Brooks Mason to serve as Board of Adjustment alternative member for a three year term and his information was included. I think you had it last month, but I put it in the packet for you.

Albert Yount

Motion to approve.

Charlie Sellers

Albert made a motion to approve. Second?

David Harwood

Second.

Charlie Sellers

David seconded. Discussion? Okay, Council how do you vote?

All

All in favor of the motion.

Charlie Sellers

Thank you. All right, just a couple of short notes as Mayor, I would like to thank all the conservancy groups that are out here. Conserving our natural resources, gosh we've got Blue Ridge Conservancy Group Corp of North Carolina, Foothills, New River. Wow. And it's great to see all that happening. I want to say thank you to you guys. I want to thank you to the Foothills Conservancy, which is acquiring a property down in the valley. And gosh, the Middle Fork Greenway group, it's just amazing. You know, it's great to see. So, thanks to all.

Albert Yount

It's very good meeting.

David Harwood

Recently I attended, I think all of us were invited. But I attended a seminar at the Children's Council called Think Babies. Mr. Fox serves on the board of that organization. And I have to tell you, it was incredibly impactful for me what that organization does. I got to hear stories firsthand from moms, and what that organization means to them and the challenges that they face. And daycare was definitely towards the top of that list. And as I look at our town, and what our community can do, what the Blowing Rock Academy is going to provide for our employees cannot be understated. And I'm so glad that we're doing that. And I really want to applaud Mr. Fox, and all the staff that worked on that it is just a wonderful thing.

Melissa Pickett

I'm just excited about all the projects we have in our future. I'm excited for our Town.

Charlie Sellers

Thanks to you guys, the citizens, Shane and all the department heads.

Doug Matheson

I guess Mine is gonna be a little longer. I just got back from two weeks ago from a Risk Management meeting with the League of Municipalities represented up here, and just a few things, just to mention for y'all, and the public. We settled on insurances all the way across the board. And it looks like we've held it down as much as we can. But the bad news is, in each category, there will be a significant increase this year. All managers are pretty well aware of that now. Some of the things that we were advised on also down there, and I'm sure Melissa will back me on this that we're hearing is one of the ways that like they're looking at handling affordable housing is a lot of it is through deregulation is cutting back a lot of the powers that the Towns have. And opening that up, one of the things is there is three or four bills out there right now and you know, how bills that can be there one minute and disappear. They're looking about a possibility of doing away with ETJ's. One is looking at offering up to a million dollars if you'll build a multi-district inside your Town to where you have more townhouses, complexes, apartments, they're offering up to maybe a million dollars of infrastructure needs. Some of the ways that they're trying to open up that. So just keep in mind and I'm sure Melissa hears it all the time, what we hear one day could be completely gone tomorrow and just as fast they can have a new one on there too. That's is as up to date as I know right now.

Ron Cutlip

Thank you Doug, Pete.

Pete Gherini

Just a couple of things. Reminder that we have our Economic Development Commission meeting at the American Legion on Thursday. Charlie's going to welcome the group. And Shane is going to make a presentation on the healthcare situation. And I'm sure that everybody will be looking forward to that. The meeting will be 1:00 pm until 2:30 pm. And the public's invited and I hope anybody that's interested, we'll come by. The second thing, I have received a number of calls on the email that was sent out on the 81% approval of the utility thing. And I'm sorry that Tom is not here, because I was going to ask him a number of questions that have been asked to me, and I have no idea how to answer

them, because I'm not part of the group that's doing this. So, some of the questions would be, was this approved by the board? Who is it sent out to? Because I didn't get it, Shane didn't get it, Charlie didn't, David, did you, Melissa did you?

Charlie Sellers

That must be the 19%.

Pete Gherini

Yeah. So how many respondents did they have? How did they arrive at that that 81%, because I think that needs to be clarified. But since they're not here, I'm not sure how that's gonna work. Unless I just call Tom and pose these questions to him.

Charlie Sellers

That'd be a good idea. Because I've had numerous calls on it too. Yeah. People want to know where they were supposed to vote.

Pete Gherini

And the other question was, why didn't I get a vote? I mean, are they using a different list than other lists? I don't know. So, anyway, I'll follow up with Tom.

Charlie Sellers

Okay. Thank you.

Ron Cutlip

Mr. Fox.

Shane Fox

Thank you Mayor and Council, I would have to agree good meeting tonight. Thank you for allowing us to move forward with some very important projects, overdue and much needed projects. I might add, and the staff appreciates your willingness to allow us to move forward with those projects. Main Street alone has been talked about for a number of decades. So that is a tremendous win for us. That will limit our need of repairs that normally happens in the middle of winter. A couple of dates, I'll provide upcoming meetings. Our TDA meeting is next Tuesday, the 21st at 3:30 pm. We do have our paid parking Town Hall meeting which is going to be an FAQ kind of question and answer Town Hall format with Chief Miller and myself on March the 28th at 6pm at the American Legion. We will have in the room itself, some FAQ, informational pay parking, and then Chief Miller and I will go through what you've seen is our pay parking proposal and allow for anyone within the audience to have a question and answer back and forth. We have encouraged you all to attend, but not necessarily participate, as that will be coming to you more than likely in April or May. We also have this Thursday, Representatives from Senator Tillis and Representative Fox coming to town after the Appalachian breakfast. So, this Thursday, we do have the Appalachian Community breakfast at Appalachian State that you all are invited to and then following breakfast representatives from Tills and Fox will be coming over to Town, I think to hopefully take a tour, weather permitting. Also go out to the Rock and our goal is to share with them some of these wonderful projects and see if there's any potential monies to be

had that are out there. Budget process has begun so that's good news. You know, that's that's about a year long process. But that has now has started and we have meetings this week with department heads. So, get ready for some budget fun coming up in the next few months. I did want to point out one thing that I thought was important to note within our staff reports under the police department, if you noticed they made 311 traffic stops during the month, month February. That was up from over 250 in the month of January. That alone are close to 600 stops in two months. If you've been along through 321 recently, you've seen them out there. So that is more than 10 a day over the last two months so we're very appreciative of them other than that I will save everything else I have for a decently lengthy closed session.

Albert Yount

Police report also said they had 4,100 contacts Is that Is that a valid figure.

Shane Fox

It is, I'm not sure if chief is here tonight but every time, they are doing a foot patrol, property check, traffic stops. There he is. Do you want to explain the 4,000 number what all that entails?

Aaron Miller

Any time we have any kind of contact if its foot patrol, traffic stops anything counts in that number. It's not necessarily calls that come into our communication centers that are dispatched, but it's also the officer-initiated activities.

Shane Fox

And I would add part of that traffic number does include one of our two new officers our second one has not started yet he's finishing up Basic Law Enforcement, but William who was sworn in last month last meeting has started with us and on the night shift and I think is definitely contributed to that number with along 321.

Albert Yount

as well head count does the dog.

Shane Fox

the dog is not quite in service yet, so it is it is counting is zero right now. But the dog is not quite certified but will be coming.

Charlie Sellers

Alright, ladies and gentlemen, we're going to take a 10-minute recess and then we're going to go into closed session.

Albert Yount

We're going into close session per NCGS 143-318.11. (a)(3) and NCGS 143-318.11. (a)(5).

Charlie Sellers

Thank you so much for attending this evening. There should be no decisions made following closed session.

ATTACHMENTS

Tax Releases #2022-08 – Attachment A

Tax Refund #2022-03 – Attachment B

Budget Amendment - #2023-07 – Attachment C

New River Conservancy PowerPoint – Attachment D

Blowing Rock Academy CUP #2023-02 – Attachment E



Town of Blowing Rock

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

To: Mr. Shane Fox, Mayor Sellers, and Members of Town Council
From: Nicole Norman, Finance Officer
Subject: Budget Amendment Ordinance to Account for Various Items
(Ordinance #2023-08)
Date: April 11, 2023

Enclosed please find a Budget Amendment Ordinance for the fiscal year 2022-2023 for your consideration.

Section 1 (General Fund) allocates additional revenues received towards start-up costs (\$95,170) of BR Academy (Employee Daycare Center) that are expected to be incurred during FY 2022-23. All cost estimates used in budget development were provided by the Town Manager and Parks & Recreation Director.

Please let me know if you need further details on the proposed amendment.

The following Internal Budget Amendments (moving funds across line items within departments) were approved by the Town manager and executed by the Finance Officer during the month of March 2023:

- *Internal Budget Adjustment Request # 2023-03—Finance/Admin. (\$3,000) moved funds from Salaries to Employee Development. – Water/Sewer Plant Ops. (\$15,000) moved funds from Sludge Processing to Chemicals.*
- *Internal Budget Adjustment Request # 2023-04—Street Department (\$9,500) moved funds from Materials/Supplies Salt to Fire Hydrant/Valve Maint.*
- *Internal Budget Adjustment Request # 2023-05—Street (\$7,000) moved funds from Materials/Supplies- Salt to Warehouse Utilities.*

**2022-2023
Budget Amendment Ordinance 2023-08**

Be it ordained by the Town Council of the Town of Blowing Rock, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. To amend the General Fund, the appropriations are to be changed as follows:

| Acct. No. | | Current Appropriation | Decrease | Increase | Proposed Appropriation |
|------------------|----------------------------|------------------------------|------------------|------------------|-------------------------------|
| 10-10-4310-002 | Police Salaries | \$ 798,611.00 | \$ 36,865 | \$ - | \$ 761,746 |
| 10-80-6200-002 | Salaries- BR Academy | \$ - | \$ - | \$ 6,000 | \$ 6,000 |
| 10-80-6200-005 | FICA | \$ - | \$ - | \$ 460 | \$ 460 |
| 10-80-6200-006 | Group Insurance | \$ - | \$ - | \$ 1,270 | \$ 1,270 |
| 10-80-6200-007 | 401K | \$ - | | \$ 300 | \$ 300 |
| 10-80-6200-008 | Retirement | \$ - | \$ - | \$ 1,140 | \$ 1,140 |
| 10-80-6200-033 | Materials/Supplies | \$ - | \$ - | \$ 6,000 | \$ 6,000 |
| 10-80-6200-500 | Capital Outlay- BR Academy | \$ - | \$ - | \$ 80,000 | \$ 80,000 |
| | | | <u>\$ 36,865</u> | <u>\$ 95,170</u> | |

This will result in a net increase of \$58,305. in the appropriations of the General Fund. As a result, the following revenue will be increased.

| Acct. No. | | Current Appropriation | Decrease | Increase | Proposed Appropriation |
|------------------|---------------------------|------------------------------|-----------------|------------------|-------------------------------|
| 10-00-3400-329 | Interest on Investments | \$ 34,700 | \$ - | \$ 14,800 | \$ 49,500.00 |
| 10-00-3400-398 | Sale of Fixed Assets | \$ 33,900 | \$ - | \$ 4,335 | \$ 38,235.00 |
| 10-00-3400-370 | Proceeds- Demolition Lien | \$ - | | \$ 6,135 | \$ 6,135.00 |
| 10-00-3100-303 | Vehicle Taxes | \$ 67,356 | \$ - | \$ 13,290 | \$ 80,646.00 |
| 10-00-3400-335 | Miscellaneous | \$ 44,230 | \$ - | \$ 19,745 | \$ 63,975 |
| | | | <u>\$ -</u> | <u>\$ 58,305</u> | |

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Town Council and to the Finance Officer for their implementation.

Adopted this 11th day of April, 2023.

Attested by:

Charles Sellers, Mayor

Hilari Hubner, Town Clerk

A regular meeting of the Town Council of the Town of Blowing Rock, a municipal corporation of the State of North Carolina, was duly held on April 11, 2023, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the minutes of the Town in accordance with law for the purpose of recording the minutes of said Town Council.

Present: _____

Absent: _____

Also Present: _____

* * * * *

_____ introduced the following resolution, the title of which was read and a copy of which had been previously distributed to each member of the Town Council:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE TOWN OF BLOWING ROCK, NORTH CAROLINA

WHEREAS, the Town Council (**the "Town Council"**) of the Town of Blowing Rock, North Carolina (**the "Town"**) desires to finance the costs of acquiring and installing automated water meters and related personal property to replace manually-read water meters for the Town's water and sewer system (**the "Project"**) by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, Key Government Finance, Inc. (**the "Lender"**) submitted a proposal to the Town dated February 23, 2023 pursuant to which the Lender will enter in an installment financing

contract with the Town in an amount of up to \$1,200,000 to finance the Project and pay certain costs associated with the financing, to be secured by a lien on the Project for the benefit of the Lender; and

WHEREAS, on February 28, 2023 the Town Council held a public hearing regarding financing of the Project through the execution and delivery of an installment financing contract.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

1. There exists in the Town a need to finance the costs of the Project.

2. After a public hearing and due consideration, the Town Council has determined that the most efficient manner of financing the Project will be through entering into a Master Tax-Exempt Installment Purchase Agreement (**the “Installment Financing Agreement”**), between the Town and the Lender and an Escrow Agreement between and among the Town, the Lender and the Bank of New York Mellon Trust Company, N.A. as escrow agent (**the "Escrow Agreement"**).

3. Pursuant to the Installment Financing Agreement, the Lender will advance, pursuant to the terms of the Escrow Agreement, an amount sufficient, together with any other available funds, to (i) pay the costs of the Project and (ii) pay the financing costs associated therewith, and the Town will repay the advancement in installments, with interest thereon (**the “Installment Payments”**).

4. In order to provide for the financing of the Project and the payment of the financing costs associated therewith, the Town is hereby authorized to enter into the Installment Financing Agreement and the Escrow Agreement, and receive an advancement pursuant thereto in the principal amount not to exceed \$1,200,000. The Town shall repay the advancement in installments due in the amounts and at the times set forth in the Installment Financing Agreement. The

payments of the Installment Payments shall be designated as principal and interest as provided in the Installment Financing Agreement. The interest rate payable under the Installment Financing Agreement shall be 3.833% per annum (subject to adjustment in certain events as provided in the Installment Financing Agreement), and the final Installment Payment due under the Installment Financing Agreement shall not be later than February 1, 2033.

5. The Town Council hereby approves the Installment Financing Agreement and the Escrow Agreement in substantially the forms presented at this meeting. The Mayor or Mayor Pro-Tem, the Town Manager and the Finance Director of the Town are each hereby authorized to execute and deliver on behalf of the Town such documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents, with the advice of counsel, shall approve, such execution to be conclusive evidence of approval by the Town Council of any such changes. The Town Clerk or any Deputy Town Clerk or Assistant Town Clerk is hereby authorized and directed to affix the corporate seal of the Town to any of such documents and to attest the same as may be required.

6. The Town Council believes that funds sufficient to make payment of all amounts payable under the Installment Financing Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the Town Council hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future Town Councils do likewise during the term of the Installment Financing Agreement. In accordance with Section 160A-20 of the General Statutes of North Carolina, no deficiency judgment may be rendered against the Town in any action for breach of any contractual obligation under the

Installment Financing Agreement, and the taxing power of the Town is not and may not be pledged directly or indirectly to secure any moneys due under the Installment Financing Agreement.

7. The Chair or Vice Chair, the Town Manager, the Finance Director, the Town Attorney, the Clerk to the Town Council or any Deputy or Assistant Clerk to the Town Council, Sands Anderson PC as special counsel to the Town, and any other officers, agents and employees of the Town, are hereby authorized and directed to execute and deliver such other agreements, documents, instruments, closing certificates, tax certificates, opinions and other items of evidence and take such other actions as shall be deemed necessary or appropriate to consummate the transactions described above. Any such actions heretofore taken by such persons prior to the date hereof that is within the authority conferred herein is hereby ratified, confirmed and approved.

8. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest components of the Installment Payments. The Town acknowledges that the continued exclusion of interest on the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Internal Revenue Code of 1986, as amended (**the "Code"**) and covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements.

9. The Town Council, on behalf of the Town, certifies by this resolution that it does not reasonably anticipate the issuance by it or its subordinate entities of more than \$10,000,000 in "qualified tax-exempt obligations" (excluding private activity bonds) during the calendar year 2023 and will not designate (excluding any tax-exempt obligations deemed designated pursuant to the provisions of § 265(b)(3)(D)(ii) of the Code), or permit the designation by any of its

subordinate entities of any tax-exempt obligations during the calendar year 2023 which would cause the \$10,000,000 limitation of Section 265(b)(3)(D) of the Code to be violated, and hereby designates the Installment Financing Agreement as “qualified tax-exempt obligations” for the purpose of § 265(b)(3) of the Code.

10. This resolution shall take effect immediately upon its adoption.

Upon motion of _____, seconded by _____, the foregoing resolution entitled “RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE TOWN OF BLOWING ROCK, NORTH CAROLINA” was adopted by the following vote:

Ayes:

Noes:

* * * * *

I, Hilari Hubner, Town Clerk for the Town of Blowing Rock, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Town Council for said Town at a regular meeting held on April 11, 2023, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said Town Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said Town this ____ day of _____, 2023.

Town Clerk
Town of Blowing Rock, North Carolina

[SEAL]

EXECUTION COPY

Master Tax-Exempt Installment Purchase Agreement

| | |
|----------|--|
| BETWEEN: | Key Government Finance, Inc. (the "Seller") 1000 South McCaslin Blvd. Superior, CO 80027 |
| AND: | Town of Blowing Rock, North Carolina (the "Purchaser") 1036 Main Street PO Box 47 Blowing Rock, NC 28605 Attention: Finance Officer Telephone: (828) 295-5200 |
| DATED: | April 19, 2023 |

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Seller's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Default" is defined in Section 13.01.

"Event of Nonappropriation" is defined in Section 6.02.

"Financed Fees" means the Software license, usage, or other fees and the charges for Services, if any.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the dates on which Installment Payments are due under a Property Schedule, as set forth in each Property Schedule.

"License Agreement" means the software license agreement(s) between Purchaser and Lessor relating to Software.

"Lessor" means a supplier of the Software, in its (their) capacity as licensor of such Software.

"Participation Certificates" means certificates evidencing a right to receive a share of Installment Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto, and Financed Fees made pursuant to Section 8.01 or Article IX. Where rights to receive license fees for Software and charges for Services supplied or to be supplied to Purchaser are included in the amount financed by Seller under the Agreement, references to leasing, purchases, ownership and administration of "Property" under the Agreement shall be broadly interpreted to include such Software receivables and Services receivables.

"Property Schedule" means a Property Schedule in the form attached hereto.

"Purchaser" means the entity described as such in the first paragraph of this Agreement, its permitted successors and assigns.

"Registered Owners" means the registered owners of Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Seller" means the entity identified as such in the first paragraph of this Agreement, its successors and assigns.

"Services" means all training, installation, transportation, handling, maintenance, custom programming, integration, technical consulting and support services relating to Property and financed by Seller.

"Software" means the software and all related documentation, corrections, updates and revisions installed in or used in connection with Property financed under a Property Schedule.

"State" means the State in which Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule, as provided in Section 4.02.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor with whom Purchaser arranged for the purchase of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules. **EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between Seller and Purchaser for the property. Documentation (e.g., orders and invoices) between or among Purchaser and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Seller.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date of this Agreement and for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller, any Agent, and any Registered Owners, as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.
- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.
- (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.
- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the Commencement Date of the Property Schedule, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) As of the date hereof, no litigation is pending, (or, to Purchaser's knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of this Agreement or of other agreements similar to this Agreement; (b) questioning the authority of Purchaser to execute this Agreement, or the validity of this Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of this Agreement; or (d) affecting the provisions made for the payment of or security for this Agreement.
- (i) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

4.04. Software; Services. To the extent that any Property Schedule relates to or includes Software or Services:

- (a) Purchaser acknowledges that (i) all Software is furnished to Purchaser under one or more separate License Agreements governing Purchaser's rights thereto, (ii) the Agreement does not convey any explicit or implicit license for the use of Software or other intellectual property relating to Property, and (iii) Seller does not hold title to any Software and Purchaser warrants that at the date of entry into the related Agreement it shall be the licensee of such Software directly from the Licenser.
- (b) Purchaser shall not amend, modify or otherwise alter, any term or condition of any License Agreement, including, without limitation, any such term or condition related to (i) payment of any amounts due thereunder, (ii) any liabilities or obligations of Purchaser as licensee, (iii) the payment of late fees on past due amounts, or (iv) the payment of applicable taxes; provided, however, that this provision shall not apply to those terms or conditions relating solely to amounts owing to Licensor which have not been financed under the Agreement.
- (c) Purchaser acknowledges that Seller may finance certain amounts for Purchaser under a Property Schedule that represents accounts receivable purchased from a third party for Services to be provided to Purchaser by such third party. Purchaser further understands and agrees that Seller will provide financing for the Services at Purchaser's request as a passive source of financing only, and that in no event shall Seller have any obligation to perform any Services. Purchaser hereby waives all causes of action, defenses and other claims of any kind against Seller arising out of or in connection with the provision or quality of Services, agrees to pay all amounts due to Seller absolutely, in full, without delay, defense or offset, and agrees not to withhold any amounts due or payable to Seller under any Property Schedule by reason of any claim relating to Services. Any such claim may be asserted by Purchaser in a separate action solely against the provider of the Services.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Seller and Agent from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments.

6.02 Non-Appropriation. Non-Appropriation means the failure of Purchaser's governing body to appropriate funds to pay Installment Payments. If the Purchaser appropriates monies for the Installment Payments, the Purchaser's obligation to pay Installment Payments will be irrevocable, enforceable and the failure to pay the Installment Payments will be an Event of Default under this Agreement. If sufficient funds are not appropriated to make Installment Payments required under a Property Schedule, Purchaser shall not be obligated to make Installment Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, deliver possession of the Property under said Property Schedule to Seller. In addition, Seller may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to Purchaser's obligations under the Property Schedule and this Agreement. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Purchaser. The parties intend that this Agreement comply with Section 160A-20 of the General Statutes of North Carolina. THIS AGREEMENT SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE PURCHASER TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF PURCHASER'S TOWN COUNCIL FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY PURCHASER'S TOWN COUNCIL TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE PURCHASER TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE PURCHASER IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT, AND THE TAXING POWER OF THE PURCHASER IS NOT AND MAY NOT BE PLEDGED DIRECTLY, INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE PURCHASER WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF THE GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE PURCHASE WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

6.04 Installment Payments to be Unconditional. SUBJECT TO SECTION 6.02, THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments under said Property Schedule is not adversely affected.

6.06 Continuation of Installment Agreement by Purchaser. Purchaser intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Installment Payments thereunder. Purchaser reasonably believes that legally available funds in an amount sufficient to make all Installment Payments during the term of all Property Schedules can be obtained. Purchaser agrees that its staff will provide during the budgeting process for each budget year to the governing body of Purchaser notification of any Installment Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Purchaser fails to appropriate the Installment Payments for a Property Schedule pursuant to Section 6.02, such Property Schedule shall terminate. Although Purchaser has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Purchaser shall not be liable for any damages for its failure to so comply.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be exempt from all property taxes. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if and to the extent that Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments due under the Property Schedule, if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 14.03(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to prepay the Installment Payments due under the Property Schedule in accordance with the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE),

AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Purchaser; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Purchaser shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Seller's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Seller may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Participation Certificates.

12.03 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

12.04 Risk of Loss: Covenants. Purchaser shall not be required to indemnify or hold Seller harmless against liabilities arising from the Agreement. However, as between Seller and Purchaser, and to the extent permitted by law and subject to appropriation of funds by Purchaser, Purchaser shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Purchaser shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from events occurring after Purchaser has surrendered possession of the Property in accordance with the terms of the Agreement to Seller or that arise directly from the gross negligence or willful misconduct of the Seller.

12.05 Tax Exemption. The parties hereto contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Code. The tax-exempt status of this Agreement provides the inducement for the Seller to offer financing at the interest rate set forth. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Purchaser agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Seller or its assignee an after tax yield equivalent to the tax exempt rate and Seller shall notify Purchaser of the taxable rate. Provided, however, that the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Seller, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) An Event of Nonappropriation;
- (c) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
- (d) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (e) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Seller may terminate the Property Schedule by written notice to Purchaser and may accelerate the principal component of all outstanding Installment Payments;
- (c) Seller may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;
- (d) By written notice to the Agent, if any, Seller may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
- (e) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (f) Seller may take any action at law or in equity that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

In accordance with Section 6.02 hereof, no deficiency judgment may be rendered against Purchaser in any action for breach of a contractual obligation under this Agreement, and the taxing power of Purchaser is not and may not be pledged directly, indirectly or contingently to secure any moneys due under this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses on the first page to this Agreement (or at such other address as either party hereto shall

designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Purchaser and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Continuing Disclosure. Seller acknowledges that, in connection with Purchaser's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Purchaser may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Purchaser shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Seller or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Purchaser acknowledges and agrees that Seller is not responsible in connection with any EMMA Notice relating to this Agreement for Purchaser's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

14.03 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule.
- (e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.

14.04 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.05 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.06 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.07 Waiver of Jury Trials. **UNLESS PROHIBITED BY LAW, PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER OR PURCHASER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

14.08 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.09 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State, including but not limited to Section 160A-20 of the General Statutes of North Carolina.

14.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

| |
|---|
| Seller: Key Government Finance, Inc. |
| By: |
| Name: |
| Title: |

| |
|--|
| Purchaser: Town of Blowing Rock, North Carolina |
| By: |
| Name: |
| Title: |

The above named representative of Purchaser held at the time of authorization of this Agreement by the governing body of Purchaser and holds at the present time the office set forth above, has been duly authorized to sign this Agreement, and the signature set forth above is his or her true signature.

| |
|------------|
| Attest By: |
| Name: |
| Title: |

This contract has been approved under the provisions of Section 160A-20 and Article 8, Chapter 159 of the General Statutes of North Carolina.

Sharon G. Edmundson -
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson or
Designated Assistant]

[EXECUTION PAGE OF MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT]

Property Schedule No. 1

Master Tax-Exempt Installment Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of April 19, 2023, between Key Government Finance, Inc. and Town of Blowing Rock, North Carolina.

1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is April 19, 2023.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. **Opinion.** The Opinion of Purchaser's Counsel is attached as Exhibit 2.
5. **Payment of Proceeds.** Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions included in Exhibit 1.
6. **Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 3.
7. **Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Purchaser may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid Interest thereon, on or after April 19, 2024, without premium or penalty.
8. **(Initial if applicable: _____)** Purchaser hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.
9. **Additional Purchaser Representations:**
 - a) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
 - b) The acquisition of all Property under this Property Schedule has been duly authorized by the governing body of Purchaser.
 - c) Purchaser has never defaulted, failed to pay or non-appropriated on a lease, loan or bond.
 - d) Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under this Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
 - e) As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery this Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute this Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, this Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and this Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and this Property Schedule.
10. **Effective Interest Rate.** 3.833%.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Property Schedule shall not be binding upon Seller until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to Seller in its sole discretion, all required documentation and credit enhancements from Purchaser including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Seller: Key Government Finance, Inc.

| |
|--------|
| By: |
| Name: |
| Title: |

Purchaser: Town of Blowing Rock, North Carolina

| |
|--------|
| By: |
| Name: |
| Title: |

The above-named representative of Purchaser held at the time of authorization of this Property Schedule by the governing body of Purchaser and holds at the present time the office set forth above, has been duly authorized to sign this Property Schedule, and the signature set forth above is his or her true signature.

| |
|------------|
| Attest By: |
| Name: |
| Title: |

[EXECUTION PAGE OF PROPERTY SCHEDULE]

EXHIBIT 1
Property Description and Payment Schedule

| | |
|-----------------------------|--|
| The Property is as follows: | Approximately 2,300 advance metering infrastructure technology equipped water meters Technology enhancements to water billing system Customer dashboard technology |
|-----------------------------|--|

USE: Purchase of Property will allow for expedient water usage date to be transferred and earlier leak detection and improvement to water/sewer service billing and reading accuracy. This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INSTALLMENT PAYMENT SCHEDULE:

Total Principal Amount: \$1,200,000.00.

| Date | Funding | Payment | Interest @ 3.8330 | Principal | Balance |
|-----------|--------------|--------------|----------------------|--------------|--------------|
| Apr-19-23 | 1,200,000.00 | | | | 1,200,000.00 |
| Feb-01-24 | | 156,030.20 | 36,030.20 | 120,000.00 | 1,080,000.00 |
| Feb-01-25 | | 161,396.40 | 41,396.40 | 120,000.00 | 960,000.00 |
| Feb-01-26 | | 156,796.80 | 36,796.80 | 120,000.00 | 840,000.00 |
| Feb-01-27 | | 152,197.20 | 32,197.20 | 120,000.00 | 720,000.00 |
| Feb-01-28 | | 147,597.60 | 27,597.60 | 120,000.00 | 600,000.00 |
| Feb-01-29 | | 142,998.00 | 22,998.00 | 120,000.00 | 480,000.00 |
| Feb-01-30 | | 138,398.40 | 18,398.40 | 120,000.00 | 360,000.00 |
| Feb-01-31 | | 133,798.80 | 13,798.80 | 120,000.00 | 240,000.00 |
| Feb-01-32 | | 129,199.20 | 9,199.20 | 120,000.00 | 120,000.00 |
| Feb-01-33 | | 124,599.60 | 4,599.60 | 120,000.00 | 0.00 |
| | 1,200,000.00 | 1,443,012.20 | 243,012.20 | 1,200,000.00 | |

PURCHASER'S PAYMENT OF PROCEEDS INSTRUCTIONS:

Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule No. 1 as follows:

| PAYEE NAME | AMOUNT | PAY BY |
|---|----------------|--|
| The Bank of New York Mellon Trust Company, N.A., as escrow agent under Escrow Agreement dated as of April 19, 2023 for deposit in the escrow fund created thereunder | \$1,179,000.00 | <input type="checkbox"/> Check Mailing Address: <hr/> <hr/> <hr/> |
| Town of Blowing Rock, North Carolina 1036 Main Street PO Box 47 Blowing Rock, NC 28605 | \$21,000.00 | <input type="checkbox"/> Check Mailing Address: <hr/> <hr/> <hr/> <input checked="" type="checkbox"/> Wire (please separately include vendor's wire instructions) <input type="checkbox"/> ACH (please separately include vendor's ACH instructions) |

Please Note:

If you are directing us to make a payment to a third party (i.e. not paying your own bank account) then we strongly recommend that you phone the third party payee on a verifiable phone number and confirm that the payment instructions that you received are valid. Fraudulent emails with fake payment instructions, fake phone numbers and contact names, are common and you should not rely on any information received via email without subsequently validating that information.

PURCHASER'S INVOICE INSTRUCTIONS:

PURCHASER'S BILL TO ADDRESS: 1036 Main Street
PO Box 47
Blowing Rock, NC 28605

PURCHASER'S BILLING CONTACT:

First and Last Name: Nicole Norman
Title: Finance Officer Phone Number: (828) 295-5200

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES NO Purchase Order Number: _____

| |
|--|
| Purchaser: Town of Blowing Rock, North Carolina |
| By: |
| Name: |
| Title: |

EXHIBIT 2

Purchaser's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior, CO 80027

RE: Property Schedule No. 1, dated April 19, 2023, to Master Tax-Exempt Installment Purchase Agreement dated as of April 19, 2023 between Key Government Finance, Inc. and Town of Blowing Rock, North Carolina

Ladies and Gentlemen:

We have acted as special counsel to Town of Blowing Rock, North Carolina ("Purchaser") in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of April 19, 2023 (the "Master Agreement"), between Purchaser and Key Government Finance, Inc. ("Seller"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement and that certain Escrow Agreement dated as of April 19, 2023 by and among Purchaser, Seller and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, including as to certain facts relevant to both our opinion and requirements of the Internal Revenue Code of 1986, as amended (the "Code"). The Purchaser has made certain covenants (the "Covenants") to comply with the provisions of the Code regarding, among other matters, the use, expenditure and investment of the proceeds made available to the Town pursuant to the Transaction Documents and the timely payment to the United States of any arbitrage rebate required under the Code, all as set forth in the proceedings and documents providing for the authorization, execution and delivery of the Transaction Documents.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Purchaser has been duly authorized by all necessary action on the part of Purchaser.

4. Based on certification of Purchaser representatives including Purchaser's Town Attorney, all proceedings of Purchaser and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Based on certification of Purchaser representatives including Purchaser's Town Attorney, Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Purchaser to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any

statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Purchaser is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the Installment Payments (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes; however, for tax years beginning after December 31, 2022, such interest is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax under Section 55 of the Code. The opinion set forth in the preceding sentence is subject to the condition that the Purchaser comply with all requirements of the Code that must be satisfied subsequent to the execution and delivery of the Transaction Documents in order that the interest component of the Installment Payments be, or continue to be, excluded from gross income for federal income tax purposes. The Purchaser has covenanted to comply with each such requirement. Failure to comply with the Covenants may cause the inclusion of the interest component of the Installment Payments in gross income for federal income tax purposes to be retroactive to the date of execution and delivery of the Transaction Documents. We express no opinion regarding other federal tax consequences arising with respect to the Transaction Documents.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents. We have assumed no responsibility to update this opinion or take any action with regard to changes in facts, circumstances or the applicable law.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF PURCHASER'S COUNSEL

Dated: _____

EXHIBIT 3

Acceptance Certificate

In accordance with Property Schedule No. 1, dated as of April 19, 2023, to Master Tax-Exempt Installment Purchase Agreement dated as of April 19, 2023, between Key Government Finance, Inc. and Town of Blowing Rock, North Carolina ("Purchaser"), the undersigned hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Seller"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

Town of Blowing Rock, North Carolina
as Purchaser

By: _____

Name: _____

Title: _____

Please fill out this form and fax it to your insurance company

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____

(Address) _____

(Address) _____

(Contact Name) _____

(Contact Phone) _____

(Contact E-Mail) _____

FROM:

Customer/Purchaser: Town of Blowing Rock, North Carolina

[Address]

Contact Name: [_____]

Contact Telephone: [_____]

Town of Blowing Rock, North Carolina is in the process of financing [_____] with Key Government Finance, Inc.; total transaction cost is \$1,200,000.

Town of Blowing Rock, North Carolina requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Property;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

1. Please **EMAIL** this completed information to:
Key Government Finance, Inc.
[_____] , Account Manager
Phone Number: [_____]
Email: [_____]

2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
1000 South McCaslin Blvd.
Superior, CO 80027

3. Please **CONTACT** the Account Manager:
✓ When sending this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.

EMAIL INVOICE ACKNOWLEDGEMENT

Key Government Finance, Inc. sends payment invoices, as a courtesy and for your information, to its clients via email in order to provide a faster and more efficient service.

Please provide the information requested below in order for us to ensure that these invoices are sent to the appropriate email address.

Email Address

finance@townofblowingrocknc.gov

Retype email address

finance@townofblowingrocknc.gov

We recommend that you provide a team email address that is monitored by more than one person in order to reduce the risk that the recipient is unavailable. Request to change this email address should be emailed to customerservice@leasingcentral.com.

We also recommend that you add the noreply@leasingcentral.com email address to your email address book so that these emails are not flagged as Spam.

Acknowledgement

The email address provided above is confirmed to be correct, secure, and should be utilized for all current, proposed and future transaction payment invoices between Key Government Finance, Inc. and Town of Blowing Rock, North Carolina.

Town of Blowing Rock, North Carolina acknowledges that it will no longer receive paper invoices and that it remains obligated to make all payments as they come due, regardless of whether an invoice has been received or not.

Town of Blowing Rock, North Carolina

By: _____

Name: _____

Title: _____

ESCROW AGREEMENT

EXECUTION COPY

This Escrow Agreement (the "Escrow Agreement"), dated as of April 19, 2023 and entered into among Key Government Finance, Inc. ("Seller"), Town of Blowing Rock, North Carolina ("Purchaser") and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent").

RECITALS:

A. Seller and Purchaser are parties to a Master Tax-Exempt Installment Purchase Agreement, dated as of April 19, 2023 and Schedule No. 1 thereunder, dated as of April 19, 2023 (the "IPA") whereunder Purchaser is acquiring from Seller certain property more particularly described therein (the "Property").

B. Seller and Purchaser intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Seller, Purchaser and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the IPA and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the IPA, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Seller, Purchaser and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "Town of Blowing Rock, North Carolina Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Purchaser and Seller in accordance with this Escrow Agreement, subject to Seller's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Purchaser and Seller, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Purchaser (other than Seller) or Seller. Purchaser hereby grants to Seller a security interest in the Acquisition Fund to secure payment of all sums due to Seller under the IPA. For such purpose, Escrow Agent hereby agrees to act as agent for Seller in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Seller's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$1,179,000. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Purchaser and approved by the Seller, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Purchaser to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Purchaser is a party, Escrow Agent shall act in accordance with Purchaser's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Purchaser. In no event, shall Purchaser submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the IPA, which shall be executed by the Purchaser and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as

lien holder.

(iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Purchaser, as evidenced by execution by Purchaser of a final acceptance certification pursuant to the IPA as verified and delivered to Escrow Agent by Seller, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Purchaser, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Purchaser and be applied toward reimbursement of Purchaser for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Purchaser for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Seller and applied first to the next payment due on the IPA and then applied to prepayment of the principal component of installment payments and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Purchaser and Seller in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Seller and shall be applied first to the next payment due under the IPA, and then, if there are amounts remaining, applied to the prepayment of the IPA being applied to principal and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Purchaser shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Seller of an event of default by Purchaser under the IPA or an event of nonappropriation, if provided for under the IPA, Escrow Agent shall disburse the funds in the Acquisition Fund to Seller for application in accordance with the IPA. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Purchaser in an investment which is a permitted investment for Purchaser under the laws of the state in which Purchaser is organized. Escrow Agent shall have no responsibility for advising Purchaser or Seller as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Purchaser as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such written direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Purchaser. The Seller and Purchaser acknowledge that regulations of the Comptroller of the Currency grant the right to receive brokerage confirmation of the security transaction as they occur, at no additional cost. To the extent permitted by law, each of the Seller and the Purchaser specifically waive compliance with 12 C.F.R.12 and hereby notify the Escrow Agent that no brokerage confirmation need be sent relating to the security transactions as they occur.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Seller, Purchaser and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the IPA or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys' fees shall be paid by Purchaser. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Seller and Purchaser) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Seller and Purchaser.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Purchaser. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Seller and Purchaser may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

(g) The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Seller shall provide to the Escrow Agent an incumbency certificate listing officer with the authority to provide such Instructions ("Authorized Officers") and containing specimen signature of such Authorized Officer, which incumbency certificate shall be amended by the Seller whenever a person is to be added or deleted from the listing. If the Seller elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Seller understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such instructions and that the Escrow Agent shall conclusively presume that direction that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Seller shall be responsible for ensuring that only Authorized Officer transmit such instructions to the Escrow Agent and that the Seller and all Authorized Officer are solely responsible to safeguard that use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Seller. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written Instruction. The Seller agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions that the method(s) selected by the Seller; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

7. **Indemnification.** To the extent permitted by law, Purchaser hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Purchaser or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Purchaser shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. **Notices.** Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. **Escrow Agent's Fee.** In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Purchaser for all fees, costs, liability and expenses, including attorney fees. Purchaser also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges, and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. **Tax Matters.**

(a) If applicable, the Escrow Agent shall report to the Internal Revenue Service, as of each calendar year-end, all income earned from the investment of any sum held in the Acquisition Fund against Purchaser, whether or not said income has been distributed during such year, as and to the extent required by law.

(b) If applicable, any tax returns required to be prepared and filed will be prepared and filed by Purchaser with the Internal Revenue Service in all years income is earned, whether or not income is received or distributed in any particular tax year, and Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned by the Acquisition Fund.

(c) If applicable, any taxes payable on income earned from the investment of any sums held in the Acquisition Fund shall be paid by Purchaser, whether or not the income was distributed by the Escrow Agent during any particular year.

11. **Counterparts.** This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

12. **Waiver.** Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

13. **Exhibits.** All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

14. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Purchaser is located.

15. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

16. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, PURCHASER, SELLER AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF SELLER, PURCHASER OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

18. OFAC Sanctions. Purchaser and Seller covenant and represent that neither Purchaser, Seller nor any of their respective affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government (including, the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC")), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions Authority (collectively, "Sanctions"). Purchaser and Seller covenant and represent that neither Purchaser, Seller, nor any of their respective affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Escrow Agreement: (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller, Purchaser and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

Town of Blowing Rock, North Carolina

By: _____

Authorized Officer

By: _____

Authorized Officer

Title:

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

Title:

Mayor
Address: 1036 Main Street
PO Box 47
Blowing Rock, NC 28605
Attention: Finance Officer

The Bank of New York Mellon Trust Company, N.A.

By: _____

Authorized Officer
55 Monument Circle, Suite 1200C
Address: Indianapolis, IN 46204

Below listed are additional authorized representatives of Purchaser allowed to:

- process escrow requisitions; and
- provide investment direction for escrow proceeds

Signature:

| | |
|-------------------------------------|-------------------------|
| Name: Shane Fox | Title: Town Manager |
| Email: sfox@townofblowingrocknc.gov | Phone No.: 828-295-5200 |

Signature:

| | |
|--|-------------------------|
| Name: Nicole Norman | Title: Finance Officer |
| Email: finance@townofblowingrocknc.gov | Phone No.: 828-295-5200 |

The above-named representative(s) of Purchaser held at the time of authorization of this Escrow Agreement by the governing body of Purchaser and holds at the present time the office set forth above, has been duly authorized to sign this Escrow Agreement, and the signature set forth above is his or her true signature.

Attest By: _____

Name: Hilari Hubner
Title: Town Clerk

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION COSTS OF PROPERTY
Schedule No. 1

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Roberta Martinez
(720) 304-1736; Roberta.martinez@key.com

On Behalf of:
The Bank of New York Mellon Trust Company, N.A.
55 Monument Circle, Suite 1200C
Indianapolis, IN 46204

Amount Requested: \$ _____
Total Disbursements to Date: \$ _____
Requisition No.: _____

1. The undersigned, an officer or official of Purchaser, hereby requests and authorizes The Bank of New York Mellon Trust Company, N.A., as Escrow Agent under the Escrow Agreement dated as of April 19, 2023 among Town of Blowing Rock, North Carolina (the "Purchaser"), Key Government Finance, Inc. (the "Seller") and Escrow Agent, to pay to or upon the order of the Purchaser the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Purchaser hereby certifies that:

(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement

(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;

(c) insurance requirements of the IPA have been complied with and such coverage is in force;

(d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the IPA between Seller and Purchaser has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and

(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the IPA is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the IPA, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

Town of Blowing Rock, North Carolina

By: _____
Name: _____
Title: _____
Date: _____

Approved by Seller, or in the event Seller's right, title and interest in the IPA has been assigned, by the current assignee of Seller's right, title and interest in the IPA:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Purchaser to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: Pay to:

| |
|------------------------|
| Bank Name: |
| Bank Address: |
| Bank City, State, Zip: |
| Bank Phone: |
| For Account of: |
| Account No.: |
| ABA No.: |
| Amount: \$ |

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: Pay to:

| |
|------------------------|
| Bank Name: |
| Bank Address: |
| Bank City, State, Zip: |
| Bank Phone: |
| For Account of: |
| Account No.: |
| ABA No.: |
| Amount: \$ |

Town of Blowing Rock, North Carolina

By: _____

Name: _____

Title: _____

Date: _____

Resilient & Thriving Communities Week 2023

A PROCLAMATION

WHEREAS, resilient and thriving communities are vital to our community and state's future health, success, and prosperity to ensure a strong foundation for everyone at all ages and stages of life; and

WHEREAS, the science is clear that resilience is built, and that communities and systems play a key role in promoting safe, secure, nurturing environments for all; and

WHEREAS, adverse childhood and life experiences, adverse community environments, and adverse climate events impact overall quality of life and well-being of an entire community; and

WHEREAS, Healthy North Carolina 2030: A Path Toward Health by the North Carolina Institute of Medicine, in partnership with the North Carolina Department of Health and Human Services, Division of Public Health, identifies reduction of adverse childhood experiences by 25% by 2030 as a goal; and

WHEREAS, it is our collective responsibility to collaborate in a nonpartisan fashion to promote positive experiences, secure relationships, and supportive environments to buffer stress and adversity, and to support local resilience coalitions, collaboratives, task forces, and initiatives across the state; and

WHEREAS, investing in policies, programs, and strategies that address adversity and strengthen community resilience is essential to the health of our community; and

WHEREAS, the **Town of Blowing Rock** encourages all individuals and all sectors, public and private, early childhood through post-secondary education, faith-based organizations, healthcare systems, justice systems, social service systems, businesses, and elected leaders to collaborate to strengthen our communities; and

NOW, THEREFORE, we, the **members of the Blowing Rock Town Council** do hereby proclaim April 29 through May 6 as "**Resilient & Thriving Communities Week**" in our community, and commend its observance to all citizens.

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

FROM: **Brian Johnson, Zoning Enforcement Officer**

SUBJECT: **SUP 2023-01 151 Valley Blvd**

APPLICANT: **151 Valley, LLC – Anne Furr**

DATE: **April 11, 2023**

REQUEST

Anne Furr of 151 Valley, LLC is requesting a Special Use Permit to renovate the existing building and property at 8263 Valley Blvd. The applicant is seeking approval for Retail, Office, and related similar uses within the Land Use Ordinance. The existing structure facade will be renovated and repaired with minor changes. A new parking lot will be built adjacent to the existing building to the North with a new curb cut onto Highway 321. The property contains 0.756 acres and is zoned GB, General Business, and is located in the WS-IV water supply watershed. The property is further identified by Watauga County PIN 2817-15-2736-000.

SITE PLAN

The proposed site is a redevelopment of a former Retail store. The property was purchased by NCDOT through the 321-widening project. After the road project was completed, the property was purchased by Anne Furr.

The applicant is providing 24 total parking spaces with one being ADA accessible. 24 parking spaces will provide 1 space per 152 square feet of gross floor area. Access to the parking lot will utilize a new right-in and right-out driveway cut on Valley Blvd.

STORMWATER MANAGEMENT

The development of the site will result in additional impervious surfaces with the addition of the parking area. Two underground stormwater detention systems have been designed for the additional impervious surface area. Additional drainage pipes and swales will be installed to pick up the water that collects in the rear and side of the building. These pipes will connect to the on-site system and then be connected to the NCDOT catch basin and existing stormwater system along Hwy 321.

USES

The applicant is seeking approval for the following uses based on the site-specific plan.

Retail

2.100 Commercial activities to be located within a building

2.111 Miscellaneous

2.112 ABC Stores

2.113 Convenience Stores

2.120 Low-volume traffic generation

2.130 Wholesale

Office

3.100 All operations conducted entirely within fully enclosed building

3.110 Attorneys, Physicians, other professions. Insurance and Stock Brokers, Travel Agents, government office bldgs. etc
3.120 Operations designed to attract little or no customer or client traffic other than employees of the entity operating the principle use

3.130 Office or clinics of physicians or dentists with not more than 10,000 sf of gross floor area

3.200 Operations conducted within or outside fully enclosed building

3.210 Operations designed to attract or serve customers, clients on premises
3.220 Operations designed to attract little or no customer or client traffic other than the employees of the entity operating the principle use

Manufacturing, Processing, Creating, etc

4.100 All operations conducted entirely within full enclosed building

4.110 Majority of dollar volume of business done with walk-in trade

4.120 Majority of dollar volume of business not done with walk-in trade

Education, Cultural, and Religion

5.200 Churches, Synagogues, and Temples

Libraries, Museums, Art Galleries, etc.

5.320 Located within any permissible structure

Social, Fraternal Clubs, Lodges, Union Halls

5.420 Not featuring live entertainment or dancing at least four days per month

Storage and Parking

10.100 Automobile parking garages or parking lots not located on a lot on which there is another principle use to which the parking is related

10.210 All storage within completely enclosed structure

10.300 Parking of vehicles or storage of equipment outside enclosed structures where: (i) vehicles or equipment are owned and used by the person making use of the lot: (ii) parking or storage is more than a minor and incidental part of the overall use made of the lot

Other

12.100 Veterinarian

16.000 Dry Cleaner, Laundromat

22.000 Nursery Schools; Day Care Centers

LANDSCAPING

New street yard and parking lot landscaping will be provided along Hwy 321 with a mixture of large and small deciduous trees, evergreen shrubs, and deciduous shrubs. Side and rear landscape buffers will utilize the existing steep topography and vegetation to satisfy buffering requirements and supplemental plant material will be added where necessary.

ARCHITECTURAL

The existing structure facade will be renovated and repaired with minor changes. The existing bark on the building will remain and the trim colors will be white.

PLANNING BOARD RECOMMENDATION

At the March 16, 2023 meeting, the Planning Board made a recommendation to approve the Special Use Permit as submitted with one revision to remove the proposed use category 22.000 Nursery Schools; Day Care Centers

ATTACHMENTS

1. Draft SUP
2. Site plan
3. Architectural schematic plan
4. Aerial Photo

NORTH CAROLINA

WATAUGA COUNTY

TOWN OF BLOWING ROCK SPECIAL USE PERMIT
151 Valley Blvd
SUP No. 2023-01

On the date listed below, the Board of Commissioners of the Town of Blowing Rock met and held a public hearing to consider the following application:

Applicant: 151 Valley, LLC – Anne Furr

Project Name: 151 Valley Blvd

Property Location: 8263 Valley Blvd

Tax Parcel No.: 2817-15-2736-000.

Property Owners of Record: 151 Valley, LLC – Anne Furr

Proposed Use of Property: 2.000 Retail; 3.000, 3.210, 3.220 Office; 4.110, 4.120 Manufacturing; 5.200 Education, Cultural and Religion; 5.320 Libraries, Museums, Art Galleries; 5.420 Social, Fraternal, Clubs and Lodges; 10.100, 10.210, 10.300 Storage and Parking; 12.100 Veterinarian; 16.000 Dry Cleaner and Laundromat

Current Zoning Classification of Property: GB, General Business

Meeting Date: April 11, 2023

Having heard all of the evidence and arguments presented at the above-referenced hearing, the Board finds that the application complies with all applicable requirements of the Code of Ordinances of the Town of Blowing Rock, and that, therefore, the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable conditions of the Land Use Code and the following additional conditions:

1. The Applicant shall complete the development of the subject property in accordance with the plans submitted on March 9, 2023, and approved by this Board, except as amended by the following conditions. Where said plans are in conflict with the provisions of the Land Use Code, the provisions of the Land Use Code shall prevail, except as specifically provided herein. Copies of said plans are made a part hereof as if fully rewritten herein, and shall be maintained in the Special Use Permit file in the Town Clerk's office. Any deviations from or changes in the plans must be pointed out to the Administrator in writing and specific written approval must be obtained as provided in the Blowing Rock Land Use Code.
2. The building shall be constructed and modified according to the designs submitted, except as amended herein. Specific materials and colors shall be submitted to the Planning Director for approval before construction.
3. The property is hereby approved for the following use categories: Use categories 2.110, 2.120, 2.130 Sales and Rental of Goods, Merchandise, and Equipment; Use categories 3.110, 3.120, 3.130 Office and Clerical with all operations conducted entirely within fully enclosed building, and 3.210, 3.220 with operations conducted within or outside fully enclosed building; Use categories 4.110, 4.120 Manufacturing and related with all operations conducted entirely within fully enclosed building; Use category 5.200 Education, Cultural, and

Religion; Use category 5.320 Libraries, Museums, Art Galleries, etc.; Use category 5.420 Social, Fraternal Clubs, Lodges, and Union Halls; Use category 10.100, 10.210, 10.300 Storage and Parking; Use category 12.100 Veterinarian; Use category 16.000 Dry Cleaner, Laundromat.

4. All electric, phone, and cable utilities shall be placed underground. No building shall be constructed over any part of any utility easement.
5. Garbage collection will be located on the north east corner of the building with roll-out containers and shall be screened. All garbage collection will be coordinated with Republic Services.
6. Prior to the commencement of any land disturbing activity, the Applicant shall be required to submit to the Town Engineer and receive approval of a grading plan and stormwater management plan. The stormwater management plan shall specifically address the handling of any on-site stormwater as well as the off-site stormwater that currently drains across the property.
7. The driveway configurations shall be designed to meet any criteria set forth by NCDOT after their final review, consistent with the approved driveway permit. The site is limited to one driveway cut onto Hwy 321 with right-in and right-out traffic.
8. Impervious area is not increased with the proposed plans; therefore, stormwater detention is not required. Drainage pipes will be added to adequately drain the area behind the building and will be conveyed to the Hwy 321 stormwater system.
9. Two underground stormwater detention systems have been designed for the additional impervious area. Drainage pipes will be added to adequately drain the area behind the building and will be conveyed to the Hwy 321 stormwater system. The applicant shall be responsible for the perpetual maintenance of all stormwater conveyance systems.
10. The Applicant shall be responsible for the perpetual maintenance of all trees, plants, and landscaping required herein. Any dead, unhealthy, or missing vegetation, or any vegetation disfigured by severe pruning, shall be replaced with new vegetation.
11. Prior to the commencement of any earth disturbing activities or the issuance of any building permit, the Applicant shall provide the Town Attorney with a title opinion on the subject property that there are no easements, rights-of-way, restrictions, or any other matters of record that would prevent the Applicant from completing the project as proposed.
12. Before any building permit is issued, the Applicant shall submit a revised site plan, in such form as shall be required by the Zoning Officer, that incorporates the terms and conditions of this Special Use Permit. All utility easements shall be signed and recorded prior to final approval of the site and grading plan.
13. Failure to comply with any provision herein shall subject the Applicant to forfeiture of the Permit and a stop work order on any further construction.
14. The Applicant shall reimburse the Town for all required legal advertising and the cost of mailing notices to all adjoining property owners. Two site plan reviews are included in the basic permit fees. An additional amount of \$200.00 will be charged for each additional review of the same site plan. The review by the Town Engineer of the basic site plan is included in the basic permit fee structure. However, the Applicant shall reimburse the Town for the Engineer's design or review of storm water management plans, water supply plans, erosion control plans, grading plans, or other detailed plans. The Applicant shall also reimburse the Town for all on-site inspections conducted by the Town Engineer.

15. In the event it is determined by the Town that the Applicant is in violation of its erosion control plan or any other condition of this Permit, thereby causing the Town to employ the Town Engineer to review and inspect the project, the Applicant shall be obligated to pay the Town Engineer for all time associated with his work on the project.
16. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this Permit shall be void and of no effect.

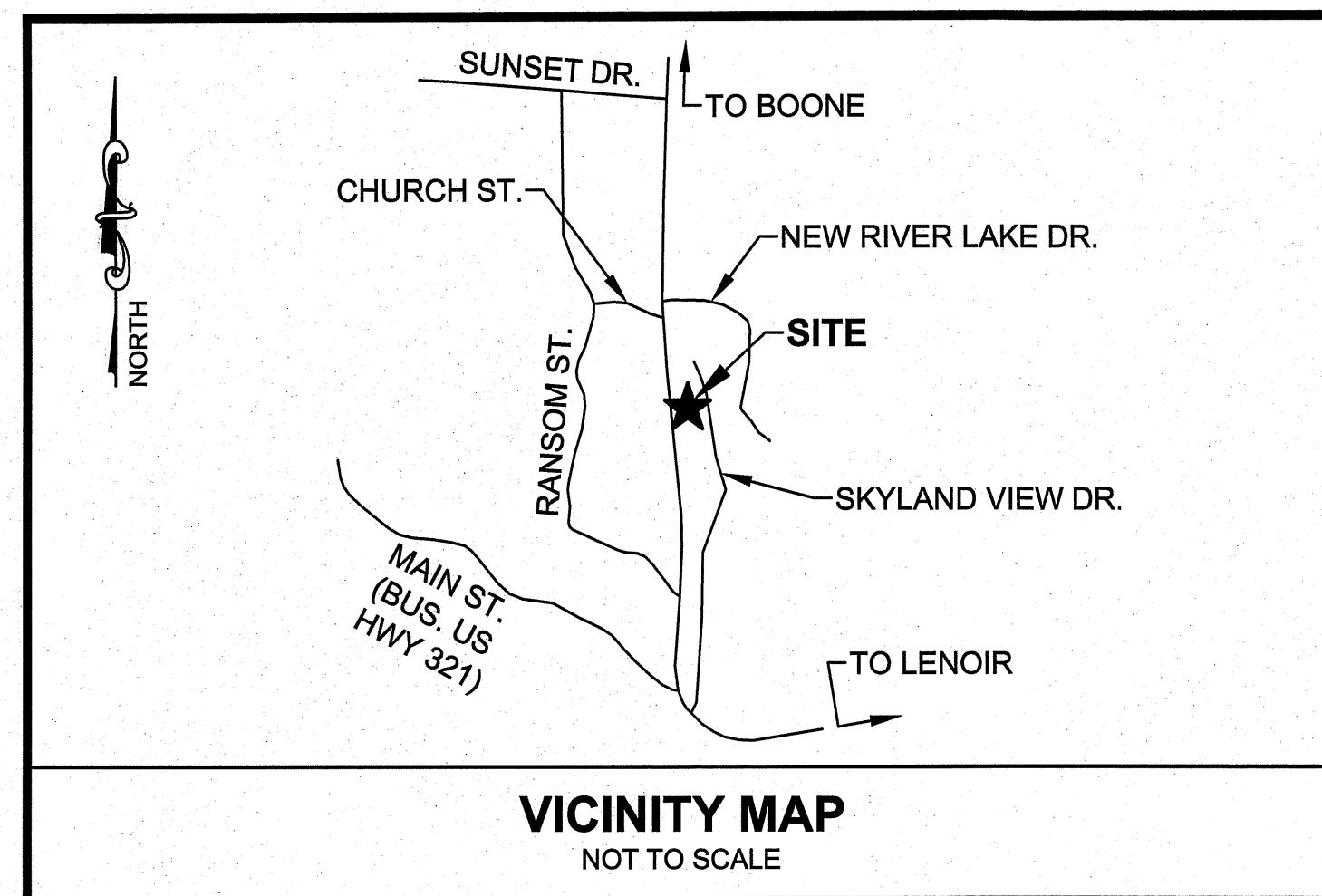
IN WITNESS WHEREOF, the Town of Blowing Rock has caused this Permit to be issued in its name and the undersigned being property owner(s) and/or agent(s) of the property owner(s) does hereby accept this Special Use Permit, together with all of its conditions as binding upon them and their successors in interest.

TOWN OF BLOWING ROCK

By: _____
Charlie Sellers, Mayor

ATTEST: _____
Hilari H. Hubner, Town Clerk

(CORPORATE SEAL)



INDEX OF DRAWINGS

| DWG. NO. | DESCRIPTION | SHEET NO. |
|----------|---|-----------|
| C-1 | COVER SHEET | 1 OF 12 |
| C-2 | EXISTING CONDITIONS & DEMOLITION PLAN | 2 OF 12 |
| C-3 | SITE PLAN | 3 OF 12 |
| C-4 | GRADING & STORMWATER DRAINAGE PLAN | 4 OF 12 |
| C-5 | EROSION & SEDIMENTATION CONTROL PLAN | 5 OF 12 |
| C-6 | LANDSCAPE PLAN | 6 OF 12 |
| C-7 | LANDSCAPE DETAILS | 7 OF 12 |
| C-8 | SITE DETAILS SHEET | 8 OF 12 |
| C-9 | STORMWATER DRAINAGE DETAILS SHEET 1 | 9 OF 12 |
| C-10 | STORMWATER DRAINAGE DETAILS SHEET 2 | 10 OF 12 |
| C-11 | EROSION & SEDIMENTATION CONTROL DETAILS SHEET 1 | 11 OF 12 |
| C-12 | EROSION & SEDIMENTATION CONTROL DETAILS SHEET 2 | 12 OF 12 |

COMMERCIAL REDEVELOPMENT

SPECIAL USE PERMIT

151 VALLEY, LLC

8263 VALLEY BOULEVARD

BLOWING ROCK, NORTH CAROLINA

PROJECT NO. B21031

OWNER/APPLICANT:

151 VALLEY, LLC
PO BOX 550982
GASTONIA, NC 28055
(704) 618-9181

CIVIL ENGINEER:

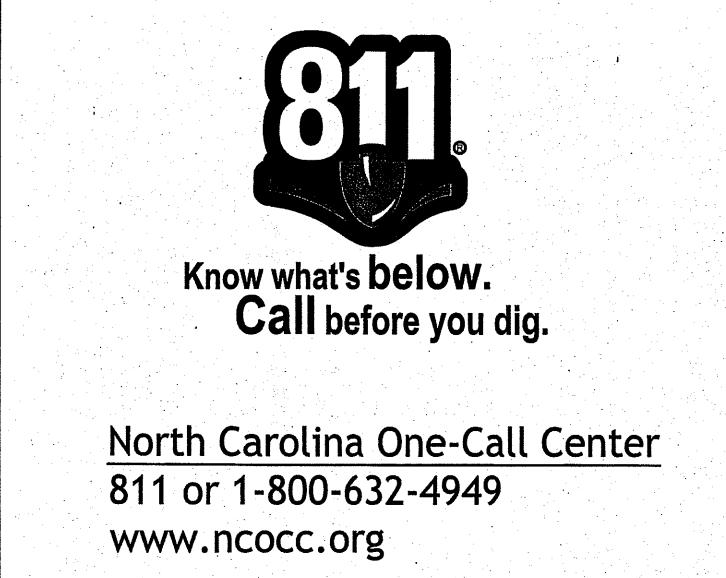
MUNICIPAL ENGINEERING, INC.
820-B STATE FARM RD
BOONE, NC 28607
(828) 262-1767

SURVEYOR:

DAVID K. STERN
475 CHURCH HOLLOW ROAD
BOONE, NC 28607
(828) 963-5331

| LEGEND | LINETYPES |
|------------------------|--|
| EX. POWER POLE | PROPOSED POWER POLE |
| (S) EX. SS MANHOLE | PROPOSED SS MANHOLE |
| ○ EX. SS CLEANOUT | PROPOSED SS CLEANOUT |
| △ EX. GATE VALVE | PROPOSED GATE VALVE |
| ○ EX. FIRE HYDRANT | PROPOSED FIRE HYDRANT |
| ○ EX. LIGHT POLE | PROPOSED WATER METER |
| EX. CATCH BASIN | PROPOSED LIGHT POLE |
| EX. DROP INLET | PROPOSED STORMWATER DETENTION OUTLET CONTROL STRUCTURE |
| ○ EX. WATER METER | PROPOSED STORMWATER DRAINAGE STRUCTURE |
| EX. GUY WIRE | PROPOSED STORMWATER TRENCH DRAIN |
| TP EX. TEST PIT | |
| ○ EX. DRAINAGE MANHOLE | |
| ○ EX. GAS MARKER | |
| ○ EX. WELL | |
| ○ EX. TREE | |
| ○ EX. BUSH | |
| EX. SIGN | |
| EX. TELEPHONE PEDESTAL | |
| EX. FIBER OPTIC MARKER | |

| ▲ PROPOSED USES | |
|-----------------|---|
| | SITE ZONED GB (GENERAL BUSINESS), PIN # 2817-15-2736-000 |
| USE | TYPE OF USE |
| 2.000 | SALES AND RENTAL OF GOODS, MERCHANDISE AND EQUIPMENT (RETAIL) 2.111 MISCELLANEOUS 2.112 ABC STORES 2.113 CONVENIENCE STORES 2.120 LOW-VOLUME TRAFFIC GENERATION 2.130 WHOLESALE SALES |
| 3.000 | OFFICE, CLERICAL, RESEARCH AND SERVICES NOT PRIMARILY RELATED TO GOODS OR MERCHANDISE 3.110 OFFICES OF ATTORNEYS, PHYSICIANS, OTHER PROFESSIONALS, INSURANCE, STOCK BROKERS, TRAVEL AGENTS, GOVERNMENT OFFICE BUILDINGS, ETC. 3.120 OPERATION DESIGNED TO ATTRACT LITTLE OR NO CUSTOMER TRAFFIC 3.130 OFFICES OR CLINICS OF PHYSICIANS OR DENTISTS WITH NOT MORE THAN 10,000 SF OF GFA 3.210 OPERATIONS DESIGNED TO ATTRACT OR SERVE CUSTOMERS OR CLIENTS ON PREMISES 3.220 OPERATIONS DESIGNED TO ATTRACT LITTLE TO NO CUSTOMER TRAFFIC |
| 4.000 | MANUFACTURING, PROCESSING, CREATING, REPAIRING, RENOVATING, PAINTING, CLEANING, ASSEMBLING OF GOODS, MERCHANDISE AND EQUIPMENT 4.110 MAJORITY OF DOLLAR VOLUME OF BUSINESS DONE WITH WALK-IN TRADE 4.120 MAJORITY OF DOLLAR VOLUME OF BUSINESS NOT DONE WITH WALK-IN TRADE |
| 5.000 | EDUCATION, CULTURAL, AND RELIGIOUS 5.200 CHURCHES, SYNAGOGUES AND TEMPLES 5.320 LIBRARIES, MUSEUMS, ART GALLERIES, ART CENTERS AND SIMILAR USES (INCLUDING ASSOCIATED EDUCATIONAL AND INSTITUTIONAL ACTIVITIES) LOCATED WITHIN ANY PERMISSIBLE STRUCTURE 5.420 SOCIAL FRATERNAL CLUBS AND LODGES, UNION HALLS AND SIMILAR USES NOT FEATURING LIVE ENTERTAINMENT OR DANCING AT LEAST 4 DAYS PER MONTH |
| 10.000 | STORAGE AND PARKING 10.100 AUTOMOBILE PARKING GARAGES OR PARKING LOTS NOT LOCATED ON A LOT ON WHICH THERE IS ANOTHER PRINCIPAL USE TO WHICH THE PARKING IS RELATED 10.210 ALL STORAGE WITHIN COMPLETELY ENCLOSED STRUCTURES 10.300 PARKING OF VEHICLES OR STORAGE OF EQUIPMENT OUTSIDE ENCLOSED STRUCTURES WHERE: (I) VEHICLES OR EQUIPMENT OWNED AND USED BY THE PERSON MAKING USE OF THE LOT; AND (II) PARKING OR STORAGE IS MORE THAN A MINOR OR INCIDENTAL PART OF THE OVERALL USE MADE OF THE LOT |
| 12.100 | OTHER 12.100 VETERINARIAN 16.000 DRY CLEANERS, LAUNDROMAT 22.000 NURSERY SCHOOLS, DAY CARE CENTERS |



North Carolina One-Call Center
811 or 1-800-632-4949
www.ncocc.org

Municipal Engineering, Inc.
Boone, NC Garner, NC

PRELIMINARY
FOR REGULATORY REVIEW ONLY

By:
Professional Engineer

ZONING INFORMATION

| |
|--|
| SITE ZONED GB (GENERAL BUSINESS), PIN # = 2817-15-2736-000 |
| TOTAL PROPERTY AREA = 32,952 FT ² (0.756 ACRES) |
| PROPOSED USE = SEE TABLE THIS SHEET |
| EXISTING BUILDING HEIGHT = 18'-0"± |
| DRAINAGE BASIN = NEW RIVER |
| WATERSHED = WS-IV-PA |

PARKING REQUIREMENTS

| AUTOMOBILE PARKING SPACES PROVIDED: | |
|---|-------------------------|
| STANDARD PARKING SPACES PROVIDED | = 23 SPACES |
| ACCESSIBLE PARKING SPACES PROVIDED | = 1 SPACE |
| TOTAL PARKING SPACES PROVIDED | = 24 SPACES |
| EXISTING BUILDING GROSS FLOOR AREA | = 3,642 FT ² |
| SQUARE FOOTAGE OF GROSS FLOOR AREA PER PARKING SPACE PROVIDED | = 152 FT ² |

IMPERVIOUS SURFACE AREA

| | |
|---|--------------------------|
| EXISTING IMPERVIOUS SURFACE AREA | = 12,217 FT ² |
| PROPOSED IMPERVIOUS SURFACE AREA | = 15,421 FT ² |
| NOTE: TWO STORMWATER DETENTION SYSTEMS HAVE BEEN DESIGNED FOR THE ADDITIONAL IMPERVIOUS SURFACE AREA. | |

| | |
|--------------------------|-------------------|
| SCALE: AS SHOWN | DATE: 1-18-22 |
| DRWN. BY: SG/EGT | CHKD. BY: A/JC |
| PROJECT NUMBER B21031 | |
| DRAWING NO. C-1 | SHEET NO. 1 OF 12 |

COVER SHEET

3-9-23

A/JC

REV.

DATE

BY

PROPOSED USES REV.

DESCRIPTION

3-9-23

A/JC

REV.

DATE

BY

PROPOSED USES REV.

DESCRIPTION

3-9-23

A/JC

REV.

DATE

BY

PROPOSED USES REV.

DESCRIPTION

3-9-23

A/JC

REV.

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3-9-23

A/JC

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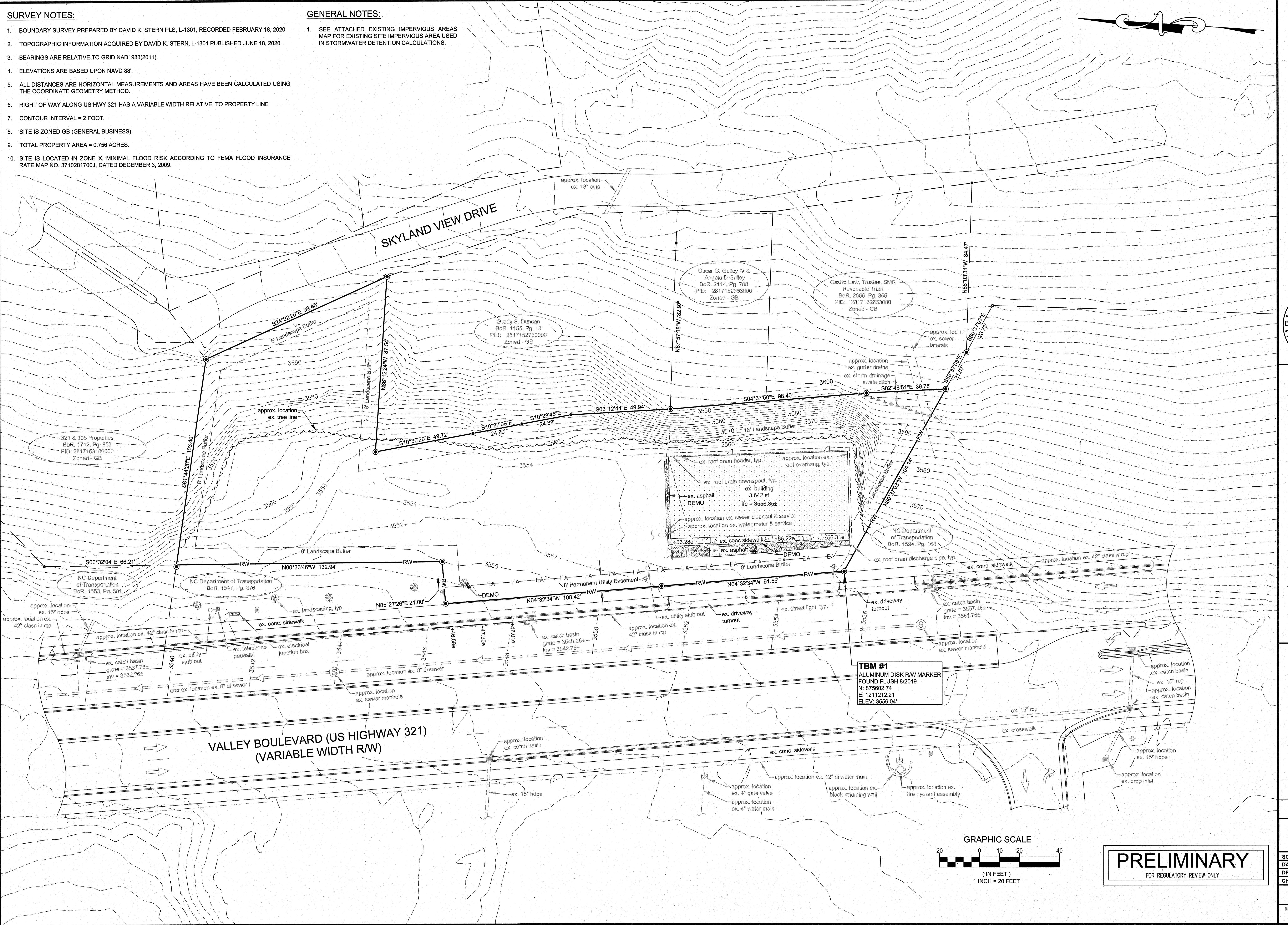
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SURVEY NOTES:

1. BOUNDARY SURVEY PREPARED BY DAVID K. STERN PLS, L-1301, RECORDED FEBRUARY 18, 2020.
2. TOPOGRAPHIC INFORMATION ACQUIRED BY DAVID K. STERN, L-1301 PUBLISHED JUNE 18, 2020.
3. BEARINGS ARE RELATIVE TO GRID NAD1983(2011).
4. ELEVATIONS ARE BASED UPON NAVD 88'.
5. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS AND AREAS HAVE BEEN CALCULATED USING THE COORDINATE GEOMETRY METHOD.
6. RIGHT OF WAY ALONG US HWY 321 HAS A VARIABLE WIDTH RELATIVE TO PROPERTY LINE.
7. CONTOUR INTERVAL = 2 FOOT.
8. SITE IS ZONED GB (GENERAL BUSINESS).
9. TOTAL PROPERTY AREA = 0.756 ACRES.
10. SITE IS LOCATED IN ZONE X, MINIMAL FLOOD RISK ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 3710281700J, DATED DECEMBER 3, 2009.

GENERAL NOTES:

1. SEE ATTACHED EXISTING IMPERVIOUS AREAS MAP FOR EXISTING SITE IMPERVIOUS AREA USED IN STORMWATER DETENTION CALCULATIONS.



AL ENGINEERING, INC.
/E, GARNER, NC 27529 - PHONE: 919-772-5393
ROAD, BOONE, NC 28607 - PHONE: 828-262-1767
LICENSE NUMBER: F-0812

**COMMERCIAL REDEVELOPMENT
SPECIAL USE PERMIT**

8263 VALLEY BOULEVARD BLOWING ROCK, NORTH CAROLINA

RELIMINARY

FOR REGULATORY REVIEW ONLY

FOR REGULATORY REVIEW ONLY

A graphic scale with a black and white checkered pattern. Below the scale, the text '(IN FEET)' is centered, and at the bottom, the text '1 INCH = 20 FEET' is centered.

| WS-IV-PA WATERSHED CALCULATIONS | | |
|--|---|--------|
| TOTAL AREA (SQUARE FEET OF PROPERTY) | | 32,952 |
| <u>MINUS IMPERVIOUS AREA IN SQUARE FEET EXISTING PRIOR TO SEPTEMBER 15, 1993 (DATE OF ORDINANCE)</u> | - | 12,217 |
| EQUALS NET AREA OF SUBJECT PROPERTY | | 20,735 |
| <u>TIMES PERCENT OF IMPERVIOUS AREA ALLOWED (SEE PERMITTED ALLOWANCE LISTED BELOW)</u> | X | 0.24 |
| <u>MULTI-FAMILY RESIDENTIAL: 24% IMPERVIOUS AREA (UP TO 34% WITH VARIANCE)</u> <u>NON-RESIDENTIAL DEVELOPMENT: 24% IMPERVIOUS AREA IN LOCATIONS THAT HAVE CURB AND GUTTER (UP TO 70% IF APPROVED AS SPECIAL INTENSITY ALLOCATION)</u> <u>NON-RESIDENTIAL DEVELOPMENT: 36% IMPERVIOUS AREA IN LOCATIONS WITHOUT CURB AND GUTTER (UP TO 70% IF APPROVED AS SPECIAL INTENSITY ALLOCATION)</u> | | |
| <u>MINUS IMPERVIOUS AREA (IN SQUARE FEET) ADDED AFTER SEPTEMBER 15, 1993</u> | - | 0 |
| <u>EQUALS NET IMPERVIOUS ALLOWANCE</u> | | 4,976 |
| <u>PROPOSED IMPERVIOUS AREA TO BE ADDED AS PART OF THE PROPOSED DEVELOPMENT (MUST BE LESS THAN THE NET IMPERVIOUS ALLOWANCE)</u> | | 3,204 |

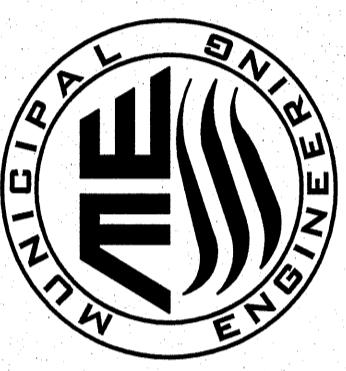
GENERAL NOTES:

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3. BEARINGS ARE RELATIVE TO GRID NAD 1983 (2011).
4. ELEVATIONS ARE BASED UPON NAVD 88'.
5. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS AND AREAS HAVE BEEN CALCULATED USING THE COORDINATE GEOMETRY METHOD.
6. RIGHT OF WAY ALONG US HWY 321 HAS A VARIABLE WIDTH RELATIVE TO PROPERTY LINE
7. CONTOUR INTERVAL = 2 FOOT.
8. SITE IS ZONED GB (GENERAL BUSINESS).
9. TOTAL PROPERTY AREA = 0.756 ACRES.
10. SITE IS LOCATED IN ZONE X, MINIMAL FLOOD RISK ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 3710281700J, DATED DECEMBER 3, 2009.
11. SUBJECT PARCEL IS LOCATED WITHIN A CLASS IV-PA WATER SUPPLY WATERSHED.
12. PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES. CALL 1-800-632-4949.
13. ALL UTILITIES SHALL BE UNDERGROUND.
14. CONTACT TOWN OF BLOWING ROCK PUBLIC WORKS DEPARTMENT (828-295-5228) TO COORDINATE WATER AND SEWER CONNECTIONS.
15. CONTRACTOR TO CONFIRM THAT BOTH THE WATER AND SEWER TAPS AND SERVICES HAVE BEEN EXTENDED TO THE SUBJECT PROPERTY.
16. CONTACT BREMCO FOR LOCATION OF POWER SERVICE AND ANY UNDERGROUND UTILITIES ON SITE (828-264-8894).
17. CONTACT AT&T FOR PHONE SERVICE AND ANY UNDERGROUND UTILITIES ON SITE (828-262-4908).
18. CONTACT CHARTER COMMUNICATIONS FOR CABLE SERVICE AND ANY UNDERGROUND UTILITIES ON SITE (828-733-1510).
19. 24" CONCRETE CURB & GUTTER AND 24" MOUNTABLE CURB & GUTTER (NC DOT STD. 846.01) SHALL BE USED AS SHOWN ON PLAN. 30" CONCRETE CURB & GUTTER SHALL BE USED IN THE NC DOT RIGHT-OF-WAY ALONG VALLEY BOULEVARD (US HIGHWAY 221).
20. PARKING SPACE DIMENSIONS ARE TO FACE OF CURB, TYP. RADII ARE TO BACK OF CURB, TYP.
21. THE CONTRACTOR/PROPERTY OWNER IS RESPONSIBLE FOR ANY DAMAGE TO THE WATER & SEWER MAINS IN THE CONSTRUCTION AREA UNTIL CONSTRUCTION IS COMPLETE.
22. HANDICAPPED ACCESSIBLE PARKING SPACES SHALL BE MARKED BOTH ON PAVEMENT & WITH SIGNS IN COMPLIANCE WITH THE LATEST EDITION OF THE NORTH CAROLINA ACCESSIBILITY CODE.
23. NEW SIGN PERMITTING AND LOCATION TO BE HANDLED BY OWNER.
24. A LIGHTING PLAN THAT MEETS THE TOWN'S REQUIREMENTS WILL BE SUBMITTED WITH DESIGN PLANS FOR ZONING PERMIT.

**COMMERCIAL REDEVELOPMENT
SPECIAL USE PERMIT
8263 VALLEY BOULEVARD**

31 ELMWOOD PLACE
8263 VALLEY BOULEVARD
BLOWING ROCK, NORTH CAROLINA

LICENSE NUMBER: E-0812
GARNER, NC 27529 - PHONE: 919-772-5393
ROAD, BOONE, NC 28607 - PHONE: 828-262-1767



SITE PLAN

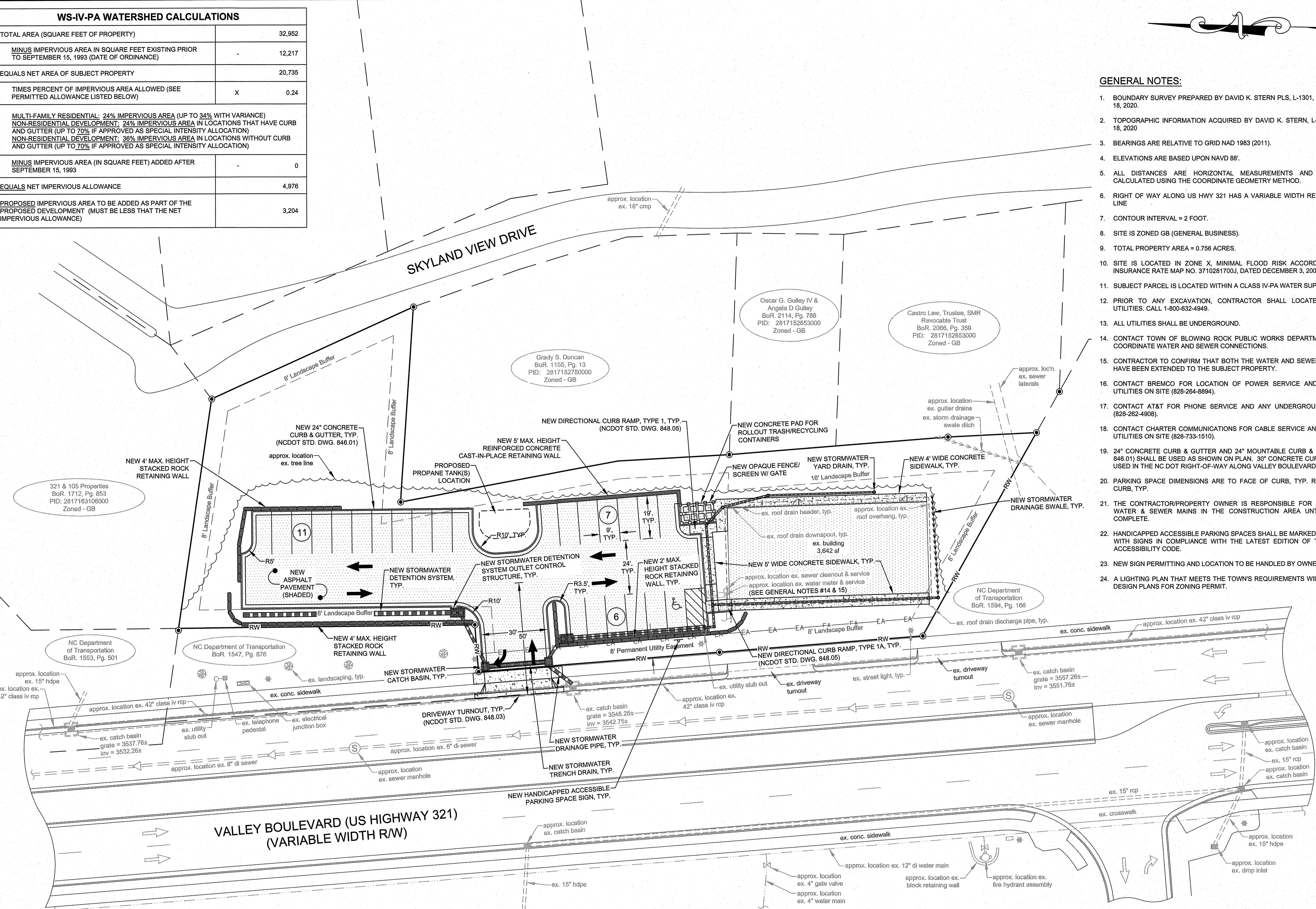
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1020 J. Neurosci., November 1, 2006 • 26(44):1014–1021

SHOWN
9-22
J/EGT
C

ITEM NUMBER
1031
SHEET NO.

3 OF 1



PRELIMINARY

FOR REGULATORY REVIEW ONLY

GRADING GENERAL NOTES:

1. ALL EXISTING FIELD CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT SITE ENGINEER AND OWNER IMMEDIATELY IF ANY DISCREPANCIES ARE NOTICED.
2. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF THE TBM (TEMPORARY BENCHMARK) PRIOR TO STARTING CONSTRUCTION. CONTACT SURVEYOR AS NECESSARY.
3. CONTRACTORS SURVEYOR TO STAKE ALL PARKING LOT CORNERS PRIOR TO CONSTRUCTION. CONTRACTOR TO CONTACT SURVEYOR TO APPROVE PRIOR TO STARTING BUILDING CONSTRUCTION.
4. ALL SITE A.D.A. PARKING SPACES SHALL BE GRADED TO HAVE A MAXIMUM IN ANY DIRECTION OF 2% (1:48).
5. ALL SITE A.D.A. ACCESSIBLY ROUTES SHALL BE GRADED TO HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20) AND A MAXIMUM CROSS-SLOPE OF 2% (1:48).
6. MAXIMUM SLOPE IN ANY PARKING SPACE SHALL BE 5%.
7. ALL FILL/CUT SLOPES ON THE SITE SHALL BE 2H:1V OR AS INDICATED ON THE PLAN.
8. THE CONTRACTOR SHALL GRADE AROUND ALL LANDSCAPE ISLANDS TO PROVIDE POSITIVE DRAINAGE AROUND THE ISLAND AT MINIMUM 1% SLOPE.
9. THE RETAINING WALLS ON THE CIVIL PLANS ARE SHOWN TO INDICATE THE FINISHED GRADE ELEVATIONS AT THE TOP AND BOTTOM OF RETAINING WALLS TO INDICATE THE WALL HEIGHTS AND ARE SUBJECT TO CHANGE. REFER TO THE WALL DESIGNER'S PLAN FOR EMBEDMENT DEPTH, TOTAL HEIGHT OF FOOTER AND BACKFILL SPECIFICATIONS.
10. THIS DRAWING IS NOT TO BE USED BY THE CONTRACTOR AS A CERTIFIED CONSTRUCTION DRAWING FOR RETAINING WALL CONSTRUCTION.
11. CONTRACTOR TO HAVE RETAINING WALLS DESIGNED AS REQUIRED.

STORMWATER DRAINAGE GENERAL NOTES:

1. STORMWATER PIPES ON-SITE HAVE BEEN DESIGNED FOR A 10-YEAR, 24-HOUR STORM EVENT AT A 5 MINUTE DURATION (RAINFALL DEPTH = 6.80 INCHES).
2. STORMWATER DETENTION SYSTEMS ON-SITE HAVE BEEN DESIGNED TO ENSURE THE POST-DEVELOPMENT 10-YEAR, 24-HOUR PEAK DISCHARGE FOR THE SITE SHALL NOT EXCEED THE 10-YEAR, 24-HOUR PRE-DEVELOPMENT PEAK DISCHARGE FOR THE SITE.
3. STORMWATER DRAINAGE DESIGN CONFORMS TO THE STANDARDS AND SPECIFICATIONS AS PROVIDED IN THE TOWN OF BLOWING ROCK LAND USE CODE.
4. ALL STORMWATER DRAINAGE STRUCTURES AND PIPES SHALL CONFORM TO THE LATEST NCDOT DETAILS AND STANDARDS.
5. ALL PIPE LENGTHS SHOWN ON THE STORMWATER DRAINAGE PIPE SCHEDULE ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL FIELD LENGTH.
6. CONTRACTOR SHALL VERIFY CONDITION OF EXISTING ROOF DRAIN HEADER BEHIND BUILDING AND REPLACE WITH NEW 6" HDPE PIPE IF EXISTING HEADER IS IN POOR CONDITION.

STORMWATER DRAINAGE PIPE SCHEDULE

| PIPE # | MATERIAL | LENGTH (FT) | DIAMETER (IN) | SLOPE (%) |
|---------|----------|-------------|---------------|-----------|
| 1 - 2 | HDPE | 47 | 8 | 1.06 |
| 2 - 3 | HDPE | 20 | 10 | 1.00 |
| 3 - 5 | HDPE | 46 | 10 | 1.09 |
| 4 - 5 | HDPE | 100 | 8 | 1.00 |
| 5 - 6 | HDPE | 14 | 10 | 19.50 |
| 7 - 10 | HDPE | 12 | 15 | 20.00 |
| 8 - 9 | HDPE | 27 | 15 | 13.33 |
| 10 - 9 | TD | 26 | 15 | 5.38 |
| 9 - 10 | HDPE | 26 | 18 | 1.15 |
| 10 - 11 | HDPE | 14 | 18 | 1.43 |

STORMWATER DRAINAGE STRUCTURE SCHEDULE

| STRUCTURE # | STRUCTURE TYPE | GRATE / RIM / THROAT ELEV. | INV. IN ELEVATION | INV. OUTLET ELEVATION |
|-------------|----------------|-----------------------------------|--------------------------------------|-----------------------|
| 1 | YD | 3556.00 | -- | 3554.30 |
| 2 | YD | 3556.00 | 3553.80 | 3553.80 |
| 3 | CO | 3556.30 | 3553.60 | 3553.60 |
| 4 | YD | 3556.00 | -- | 3554.10 |
| 5 | CO | 3555.60 | 3553.10 | 3553.10 |
| 6 | PE | 3555.60 | -- | 3550.37 |
| 7 | OCS | 3552.90 (GRATE) 3553.40 (RIM) | 3549.20 | 3548.20 |
| 8 | OCS | 3551.70 (THROAT) 3552.70 (RIM) | 3548.50 | 3547.50 |
| 9 | CB | 3547.40 | 3546.40 (TD S) 3543.90 (15" E) | 3543.90 |
| 10 | CB | 3548.80 | 3547.40 (TD N) 3545.80 (15" E) | 3543.60 |
| 11 | ex. cb | 3548.25 | 3543.40 (18" E) 3542.75 (ex. 42") | 3542.75 |

**COMMERCIAL REDEVELOPMENT
SPECIAL USE PERMIT
8263 VALLEY BOULEVARD**

**SPECIAL USE PERMIT
8263 VALLEY BOULEVARD
BLOWING ROCK, NORTH CAROLINA**

GRADING & STORMWATER DRAINAGE PLAN

AS SHOWN
1-19-22
Y: SGJ/EGT
V: AJC
PROJECT NUMBER
B21031
NO. SHEET NO.
4 OF 1

MUNICIPAL ENGINEERING, INC.

DAD, BOONE, NC 28607 - PHONE: 828-262-1767
LICENSE NUMBER: E-0812

GRADING GENERAL NOTES:

- ALL EXISTING FIELD CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT SITE ENGINEER AND OWNER IMMEDIATELY IF ANY DISCREPANCIES ARE NOTICED.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF THE TBM (TEMPORARY BENCHMARK) PRIOR TO STARTING CONSTRUCTION. CONTACT SURVEYOR AS NECESSARY.
- CONTRACTOR'S SURVEYOR TO STAKE ALL PARKING LOT CORNERS PRIOR TO CONSTRUCTION. CONTRACTOR TO CONTACT SURVEYOR TO APPROVE PRIOR TO STARTING BUILDING CONSTRUCTION.
- ALL SITE A.D.A. PARKING SPACES SHALL BE GRADED TO HAVE A MAXIMUM IN ANY DIRECTION OF 2% (1:48).
- ALL SITE A.D.A. ACCESSIBILITY ROUTES SHALL BE GRADED TO HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20) AND A MAXIMUM CROSS-SLOPE OF 2% (1:48).
- MAXIMUM SLOPE IN ANY PARKING SPACE SHALL BE 5%.
- ALL FILL/CUT SLOPES ON THE SITE SHALL BE 2H:1V OR AS INDICATED ON THE PLAN.
- THE CONTRACTOR SHALL GRADE AROUND ALL LANDSCAPE ISLANDS TO PROVIDE POSITIVE DRAINAGE AROUND THE ISLAND AT MINIMUM 1% SLOPE.
- THE RETAINING WALLS ON THE CIVIL PLANS ARE SHOWN TO INDICATE THE FINISHED GRADE ELEVATIONS AT THE TOP AND BOTTOM OF RETAINING WALLS TO INDICATE THE WALL HEIGHTS AND ARE SUBJECT TO CHANGE. REFER TO THE WALL DESIGNER'S PLAN FOR EMBEDMENT DEPTH, TOTAL HEIGHT OF FOOTER AND BACKFILL SPECIFICATIONS.
- THIS DRAWING IS NOT TO BE USED BY THE CONTRACTOR AS A CERTIFIED CONSTRUCTION DRAWING FOR RETAINING WALL CONSTRUCTION.
- CONTRACTOR TO HAVE RETAINING WALLS DESIGNED AS REQUIRED.

STORMWATER DRAINAGE GENERAL NOTES:

- STORMWATER PIPES ON-SITE HAVE BEEN DESIGNED FOR A 10-YEAR, 24-HOUR STORM EVENT AT A 5 MINUTE DURATION (RAINFALL DEPTH = 6.80 INCHES).
- STORMWATER DETENTION SYSTEMS ON-SITE HAVE BEEN DESIGNED TO ENSURE THE POST-DEVELOPMENT 10-YEAR, 24-HOUR PEAK DISCHARGE FOR THE SITE SHALL NOT EXCEED THE 10-YEAR, 24-HOUR PRE-DEVELOPMENT PEAK DISCHARGE FOR THE SITE.
- STORMWATER DRAINAGE DESIGN CONFORMS TO THE STANDARDS AND SPECIFICATIONS AS PROVIDED IN THE TOWN OF BLOWING ROCK LAND USE CODE.
- ALL STORMWATER DRAINAGE STRUCTURES AND PIPES SHALL CONFORM TO THE LATEST NCDOT DETAILS AND STANDARDS.
- ALL PIPE LENGTHS SHOWN ON THE STORMWATER DRAINAGE PIPE SCHEDULE ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL FIELD LENGTH.
- CONTRACTOR SHALL VERIFY CONDITION OF EXISTING ROOF DRAIN HEADER BEHIND BUILDING AND REPLACE WITH NEW 6" HDPE PIPE IF EXISTING HEADER IS IN POOR CONDITION.

STORMWATER DRAINAGE PIPE SCHEDULE

| PIPE # | MATERIAL | LENGTH (FT) | DIAMETER (IN) | SLOPE (%) |
|---------|----------|-------------|---------------|-----------|
| 1 - 2 | HDPE | 47 | 8 | 1.06 |
| 2 - 3 | HDPE | 20 | 10 | 1.00 |
| 3 - 5 | HDPE | 46 | 10 | 1.09 |
| 4 - 5 | HDPE | 100 | 8 | 1.00 |
| 5 - 6 | HDPE | 14 | 10 | 19.50 |
| 7 - 10 | HDPE | 12 | 15 | 20.00 |
| 8 - 9 | HDPE | 27 | 15 | 13.33 |
| 10 - 9 | TD | 26 | 15 | 5.38 |
| 9 - 10 | HDPE | 26 | 18 | 1.15 |
| 10 - 11 | HDPE | 14 | 18 | 1.43 |

STORMWATER DRAINAGE PIPE NOTES:

- HIGH DENSITY POLYETHYLENE (HDPE) PIPE SHALL BE DUAL WALL WITH SMOOTH INTERIOR. PIPE MUST MEET AASHTO M294.
- ALL STORM DRAINAGE PIPES SHALL HAVE 1' MINIMUM COVER MEASURED FROM FINISHED GRADE.

STORMWATER DRAINAGE STRUCTURE SCHEDULE

| STRUCTURE # | STRUCTURE TYPE | GRATE / RIM / THROAT ELEV. | INV. IN ELEVATION | INV. OUT ELEVATION |
|-------------|----------------|-----------------------------------|--------------------------------------|--------------------|
| 1 | YD | 3556.00 | -- | 3554.3 |
| 2 | YD | 3556.00 | 3553.80 | 3553.8 |
| 3 | CO | 3556.30 | 3553.60 | 3553.6 |
| 4 | YD | 3556.00 | -- | 3554.1 |
| 5 | CO | 3555.60 | 3553.10 | 3553.1 |
| 6 | PE | 3555.60 | -- | 3550.3 |
| 7 | OCS | 3552.90 (GRATE) 3553.40 (RIM) | 3549.20 | 3548.2 |
| 8 | OCS | 3551.70 (THROAT) 3552.70 (RIM) | 3548.50 | 3547.5 |
| 9 | CB | 3547.40 | 3543.90 (15" E) | 3543.9 |
| 10 | CB | 3548.80 | 3547.40 (TD N) 3545.80 (15" E) | 3543.6 |
| 11 | ex. cb | 3548.25 | 3543.40 (18" E) 3542.75 (ex. 42") | 3542.7 |

STORMWATER DRAINAGE STRUCTURE NOTES:

YD - YARD DRAIN - 10" INLINE DRAIN WITH DOMED GRATE AS MANUFACTURED BY NYLOPL APPRVED EQUAL. PROVIDE MIN. 8" HDPE OUTLET DRAIN LINES AT 1% MIN. SLOPE AND ROOF DRAIN HEADER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL NECESSARY FITTINGS AND CONNECTIONS TO PROPERLY INSTALL THE YARD DRAINS. ADJUST ELEVATIONS AS NECESSARY TO PREVENT PONDING WATER ABOVE FINISHED FLOOR ELEV. OF THE BUILDING.

CO - CLEANOUT - SEE DETAIL ON PLAN SHEET C-10.

PE - PIPE END.

OCS - OCS - OUTLET CONTROL STRUCTURE FOR STORMWATER DETENTION SYSTEMS. SEE DETAILS ON PLAN SHEET C-9.

CB - CATCH BASIN - NC DOT STD. DWG. 840.02 OR 840.46 WITH FRAMES, GRATES & HOOD DOT STD. DWG. 840.03.

TD - TRENCH DRAIN - ZURN Z874-12" WIDE THROAT TRENCH DRAIN SYSTEM (OR APPROX EQUAL) WITH Z874-E10 NO-HUB END OUTLET AT UPPER AND LOWER INVERT P874-12-DGC-USA DUCTILE IRON SLOTTED GRATES. SEE DETAILS ON PLAN SHEET C-10.

ex. cb - existing catch basin.

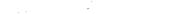
ALL DRAINAGE STRUCTURES GREATER THAN 42" DEEP SHALL HAVE STEPS INSTALLED IN STRUCTURE AS PER NCDOT STD. DWG. 840.66.

GRADING & STORMWATER DRAINAGE LEGEND

| | | |
|----------------|---------------------------|-----|
| 56.50e+ | EXISTING GRADE SPOT ELEV. | |
| 56.50P+ | FINISHED GRADE SPOT ELEV. | 2:1 |
| | TOP OF NEW PAVEMENT | ← |
| 56.50C+ | FINISHED GRADE SPOT ELEV. | 5% |
| | TOP OF NEW CONC. CURB | ← |
| 56.50S+ | FINISHED GRADE SPOT ELEV. | ← |
| | TOP OF NEW CONC. SIDEWALK | ← |
| 56.50F+ | FINISHED GRADE SPOT ELEV. | HP |
| | NEW GROUND SURFACE | LP |
| FFE = 3156.50' | FINISHED FLOOR ELEVATION | |
| | FOR NEW BUILDING | |

| | | |
|---|-----------|--|
| FINISHED GRADE SLOPE (HORIZONTAL SLOPE: VERTICAL SLOPE) | — 3500 — | EXISTING MAJOR CONTOUR |
| FINISHED GRADE SLOPE (PERCENT SLOPE) | — — — — — | EXISTING MINOR CONTOUR |
| FINISHED GRADE SLOPE (SLOPE DIRECTION) | — 00 — | FINISHED GRADE MAJOR CONTOUR W/ ELEVATION |
| HIGH POINT | — TW — | FINISHED GRADE MINOR CONTOUR |
| | | FINISHED GRADE AT TOP OF RETAINING WALL |

1 NEW STORMWATER DRAINAGE
STRUCTURE NUMBER

 NEW STORMWATER
DRAINAGE PIPE

OR NEW STORMWATER
DRAINAGE STRUCTURE

 NEW STORMWATER DETENTION
OUTLET CONTROL STRUCTURE

 NEW STORMWATER
TRENCH DRAIN

| | |
|---------|--------------------------------|
| •<<<<<< | NEW STORMWATER DRAINAGE SWALE |
| ● | NEW STORMWATER YARD DRAIN |
| ● | NEW STORMWATER CLEANOUT |
| RD | ROOF DRAIN FROM DOWNSPOUT |
| RDH | ROOF DRAIN HEADER |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| RCP | REINFORCED CONCRETE PIPE |

(IN FEET)

1 INCH = 20 FEET

PRELIMINARY

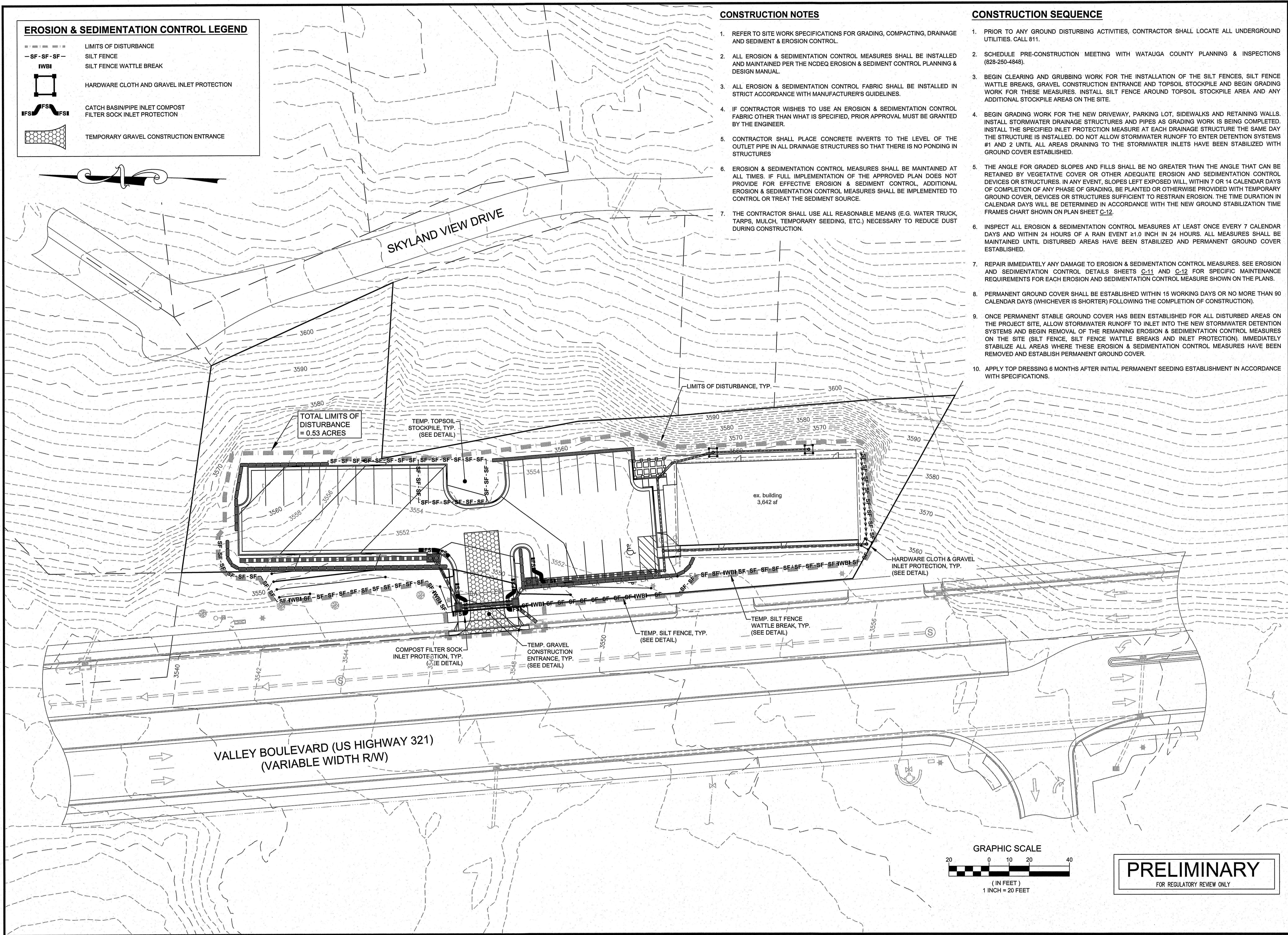
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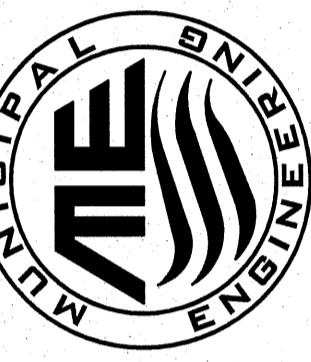
COMMERCIAL REDEVELOPMENT
 SPECIAL USE PERMIT
 8263 VALLEY BOULEVARD
 BLOWING ROCK, NORTH CAROLINA

| DESCRIPTION | DATE | BY | REV. |
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MUNICIPAL ENGINEERING, INC.

, GARNER, NC 27529 - PHONE: 919-772-5393
ROAD, BOONE, NC 28607 - PHONE: 828-262-1767
LICENSE NUMBER: E-0812



COMMERCIAL REDEVELOPMENT SPECIAL USE PERMIT

8263 VALLEY BOULEVARD
BLOWING ROCK, NORTH CAROLINA

LANDSCAPE PLAN

112

2
EGT

NUMBER
31
SHEET NO

6 OF 1

PARKING LOT SHADING CALCULATIONS:

VEHICLE ACCOMODATION AREA = 10,403 SF
SHADED AREA = 2,123 SF (20.4%)

ZONING: GB
USE: VACANT

ZONING: GB
USE: RESIDENTIAL

ZONING: GB
USE: VACANT

ZONING: GB
USE: RESIDENTIAL

8' Landscape Buffer

16' Landscape Buffer

3590

3580

approx. location
ex. tree line

EXISTING VEGETATION
TO COUNT AS BUFFER

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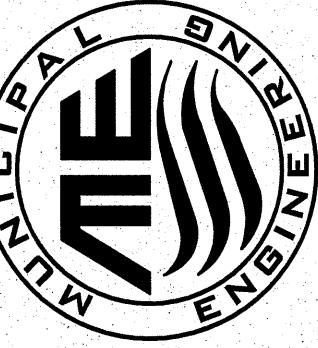
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**VALLEY BOULEVARD (US HIGHWAY 321)
(VARIABLE WIDTH R/W)**

PRELIMINARY

FOR REGULATORY REVIEW ONLY



| DATE | BY | REV. | DESCRIPTION |
|------|----|------|-------------------------|
| | | | LANDSCAPE DETAILS SHEET |
| | | | |
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PLANT LIST

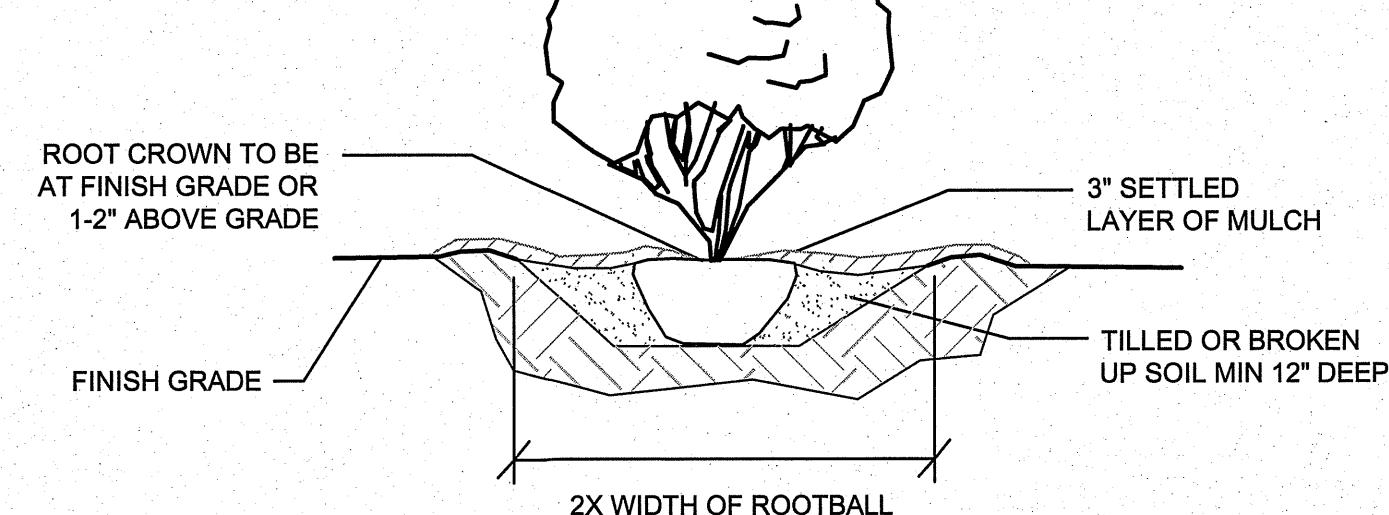
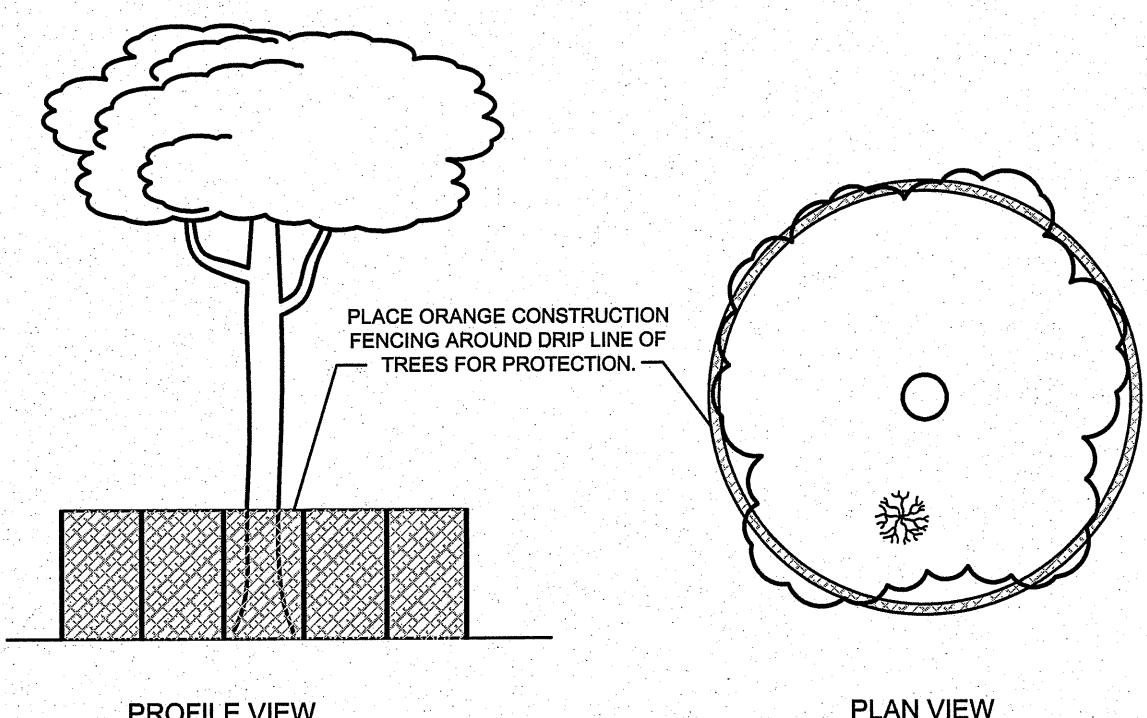
| COMMON NAME | SCIENTIFIC NAME | QTY. | CALIPER | SIZE |
|--------------------------|-----------------------------------|------|---------|---------|
| TREES - EVERGREEN | | | | |
| COLORADO SPRUCE | PICEAS PUNGENS | 3 | - | 8' |
| TREES - DECIDUOUS | | | | |
| RED MAPLE | ACER RUBRUM | 10 | 2 1/2" | 12'-14' |
| PAPER BIRCH | BETULA PAPYRIFERIA | 3 | 2 1/2" | 12'-14' |
| SHRUBS | | | | |
| AMERICAN BOXWOOD | BUXUS SEMPERVIRENS | 40 | - | 18" |
| ANNABELLE HYDRANGEA | HYDRANGEA ARBORESCENS 'ANNABELLE' | 29 | - | 18" |
| WINTERBERRY HOLLY | ILEX VERTICILLATA | 10 | - | 18" |
| FORSYTHIA | BOXWOOD | 27 | - | 18" |
| * FLOWERS | | | | |
| QUEEN ANNE'S LACE | | 20± | - | 1 GAL. |
| RED CROCOSMIA | | 20± | - | 1 GAL. |
| SHASTA DAISY | | 20± | - | 1 GAL. |
| YELLOW BANANA DAY LILY | | 20± | - | 1 GAL. |
| DAFFODIL | | 20± | - | 1 GAL. |

* EXACT NUMBER AND SPECIES OF PERENNIAL FLOWERS TO BE DETERMINED BY OWNER.

1. GENERALLY, NO PARKING SPACE SHALL BE FURTHER THAN SIXTY FEET (60') FROM THE TRUNK OF A SHADE TREE.
2. PLANT ALL TREES AT LEAST 3 1/2' FROM THE END OF HEAD-IN PARKING SPACES IN ORDER TO PREVENT DAMAGE FORM CAR OVERHANGS.
3. SHRUBS SHALL NOT BE PLANTED WITHIN SIX FEET (6') OF THE TRUNK OF A NEW TREE, NOR WITHIN THE DRIP LINE OF EXISTING TREES.
4. NO STORAGE OF MATERIALS, DUMPING OF WASTE MATERIALS, FILL OR PARKING OF EQUIPMENT SHALL BE ALLOWED WITHIN PROTECTED TREE AREAS, EITHER DURING CONSTRUCTION OR AFTER COMPLETION.
5. IF PROTECTED TREES OR SHRUBS DIE AFTER CERTIFICATE OF OCCUPANCY IS ISSUED FOR THE PROJECT, THE OWNER(S) OF THE PROPERTY AND THEIR AGENTS, HEIRS, OR ASSIGNS SHALL BE REQUIRED TO REPLACE THE TREES OR SHRUB.
6. THE OWNER(S) OF THE PROPERTY AND THEIR AGENTS, HEIRS, OR ASSIGNS SHALL BE RESPONSIBLE FOR THE INSTALLATION, PRESERVATION, AND MAINTENANCE OF ALL PLANTING AND PHYSICAL FEATURES REQUIRED.
7. INSTALLER IS TO USE THE NUMBER SPECIFIED ON THE PLANT LIST, ACTUAL PLANTS SHOWN ON THE PLAN ARE FOR GRAPHIC REPRESENTATION ONLY.
8. NO AREA LIGHTING, TREES, PARKING SPACES, POWER POLES OR CERTAIN LANDSCAPING SHALL BE PERMITTED WITHIN 15' OF ALL FIRE HYDRANT PORTS OR FIRE DEPARTMENT CONNECTIONS.
9. ALL LANDSCAPED AREAS SHALL RECEIVE 6" MIN. (LOOSE) TOPSOIL.
10. NO TREES OR SHRUBS THAT WILL EXCEED 24" IN HEIGHT AT MATURITY SHALL BE PLANTED WITHIN A 10' x 70' SIGHT TRIANGLE AT THE DRIVEWAY'S INTERSECTION.
11. SUBSTITUTIONS TO THE PLANT LIST ARE PERMITTED AFTER CONSULTATION WITH THE TOWN'S PLANNING DEPARTMENT.

TREE PLANTING DETAIL

NOT TO SCALE



SHRUB PLANTING NOTES:

1. ALL PLANT PLANTING MUST BE PERFORMED IN ACCORDANCE WITH APPENDIX E IN THE TOWN OF BLOWING ROCK'S LAND USE ORDINANCE.
2. DIG PLANTING HOLE AT LEAST 2X THE WIDTH OF THE ROOT BALL OR CONTAINER.
3. SCARIFY SUBGRADE AND SIDES OF PLANTING HOLE WHEN PLANTING IN CLAY SOIL.
4. SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE, OR 1-2" ABOVE IF THE SOIL IS PRONE TO SETTLING.
5. IF CONTAINER GROWN PLANT, GENTLY SLIDE PLANT OUT OF CONTAINER. DISTURB THE ROOTS.
6. IF B&B PLANT, REMOVE BURLAP FROM AT LEAST THE TOP 12 INCHES OF THE ROOTBALL, WITHOUT DISTURBING THE ROOTBALL. REMOVE ALL CORD FROM THE TRUNK. REMOVE BURLAP AND WIRE BASKET (IF PRESENT) FROM THE ROOT BALL.
7. BACK FILL THE PLANTING HOLE WITH EXCAVATED NATIVE SOIL, BROKEN UP OR TILLED. WATER TO REMOVE AIR POCKETS.
8. PLACE SHREDDED HARDWOOD MULCH ON THE SURFACE TO A (SETTLED) DEPTH OF 3 INCHES.

SHRUB PLANTING DETAIL

NOT TO SCALE

PRELIMINARY
 FOR REGULATORY REVIEW ONLY

| | |
|-----------------|----------|
| SCALE: | AS SHOWN |
| DATE: | 1-19-22 |
| DRWN. BY: | SGJ/EGT |
| CHKD. BY: | AJC |
| PROJECT NUMBER: | B21031 |
| DRAWING NO.: | C-7 |
| SHEET NO.: | 7 OF 12 |

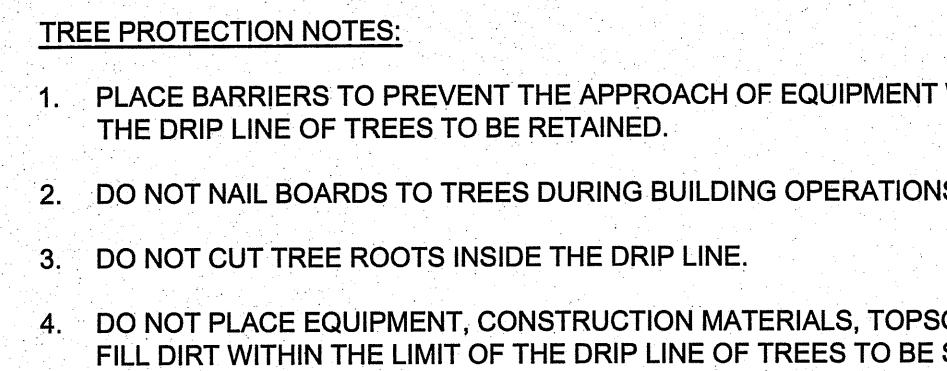
PLAN VIEW

TREE PLANTING NOTES:

1. ALL PLANT PLANTING MUST BE PERFORMED IN ACCORDANCE WITH APPENDIX E IN THE TOWN OF BLOWING ROCK'S LAND USE ORDINANCE.
2. DIG THE PLANTING HOLE A MINIMUM OF 2X WIDTH OF ROOTBALL FOR AT LEAST THE FIRST 12 INCHES OF DEPTH. BELOW 12 INCHES, DIG HOLE WIDE ENOUGH TO PERMIT ADJUSTING. DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH.
3. SCARIFY THE SUBGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY SOILS (MORE THAN 15% CLAY).
4. LIFT AND SET THE TREE BY ROOT BALL ONLY. DO NOT LIFT USING THE TREE TRUNK AND DO NOT USE TREE TRUNK AS A LEVER.
5. SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE OR SLIGHTLY HIGHER IF THE SOIL IS PRONE TO SETTLING.
6. AFTER THE TREE IS SET IN PLACE, REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE UPPER 1/3 OF THE ROOTBALL.
7. BACKFILL WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. AMEND THE SURFACE WITH MULCH.
8. USE THREE 2" X 2" WOOD STAKES DRIVEN INTO UNDISTURBED SOIL A MINIMUM OF 16 INCHES. SPACE STAKES EQUALLY AROUND THE TREE.
9. ATTACH 3/4" NYLON WEBBING TO CONNECT THE TREE TO STAKES. ATTACH WEBBING AT 1/3 THE TREE HEIGHT.
10. APPLY 3" (SETTLED) DEPTH OF SHREDDED HARDWOOD MULCH TO THE PLANTING SURFACE. LEAVE A 2" SPACE AROUND THE TRUNK FOR AIR CIRCULATION.
11. PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH THE TOWN OF BLOWING ROCK STANDARDS.
12. REMOVE ANY TRUNK WRAP REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED ON TRUNK.

TREE PROTECTION DETAIL

NOT TO SCALE



TREE PROTECTION NOTES:

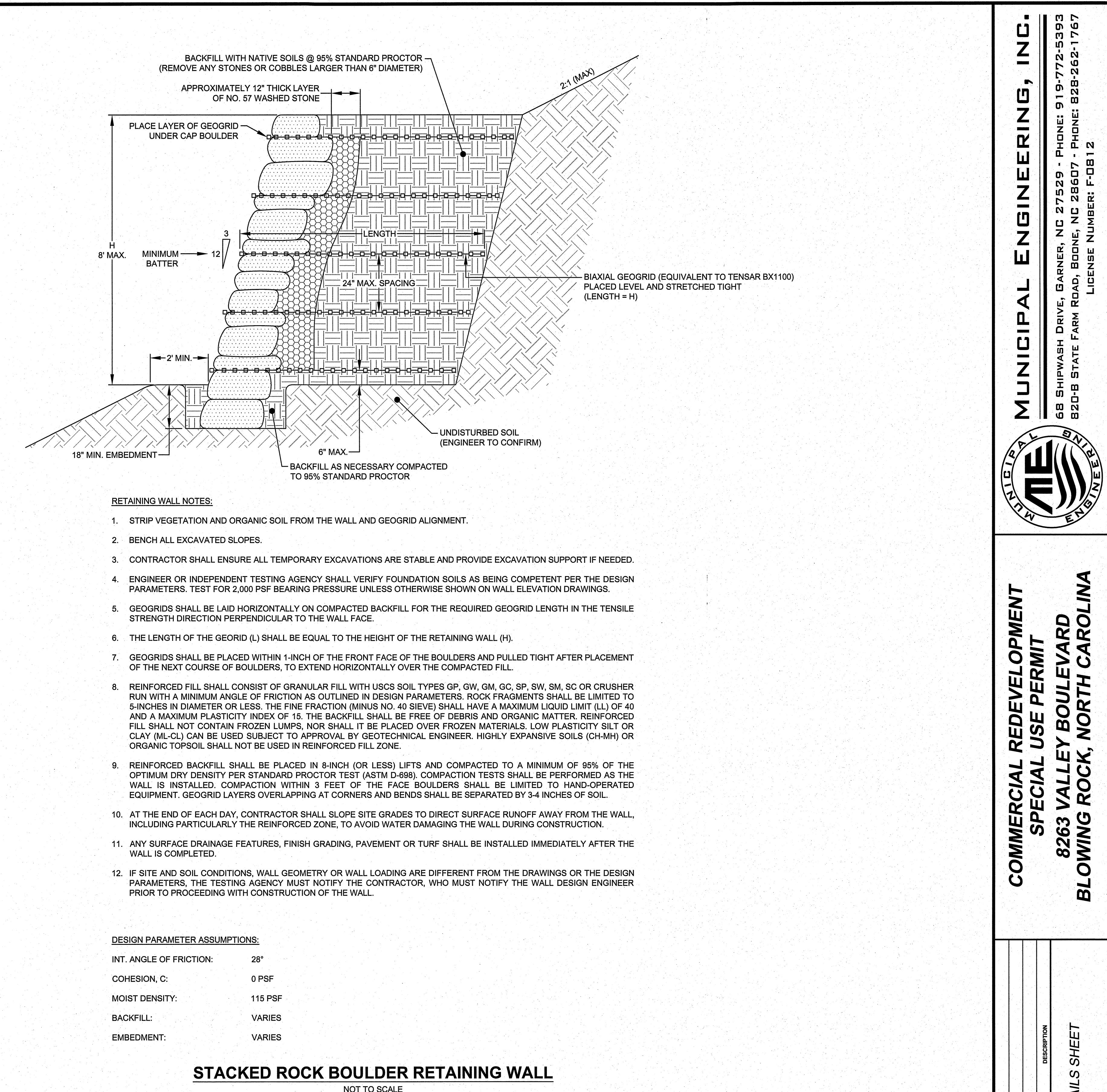
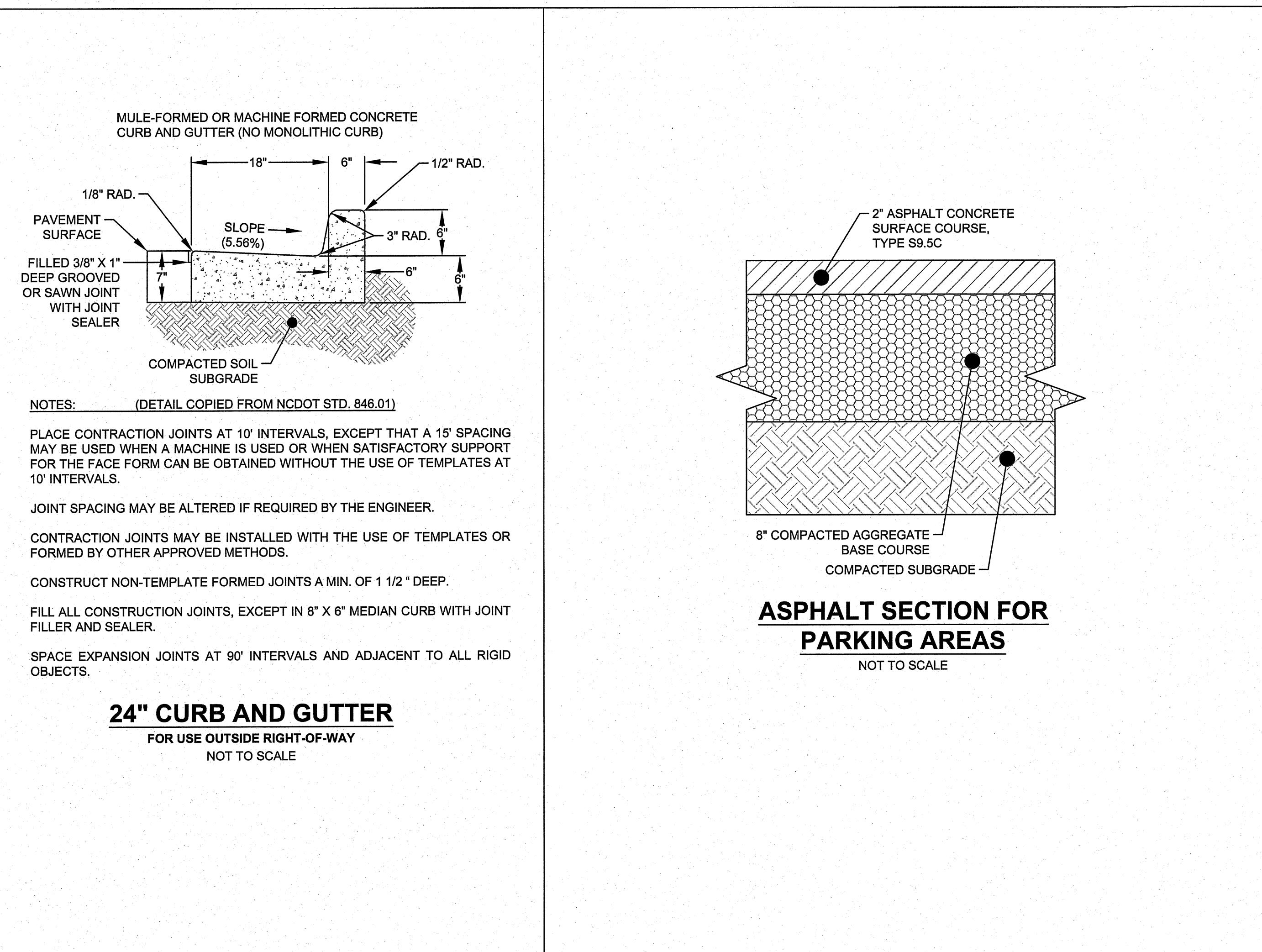
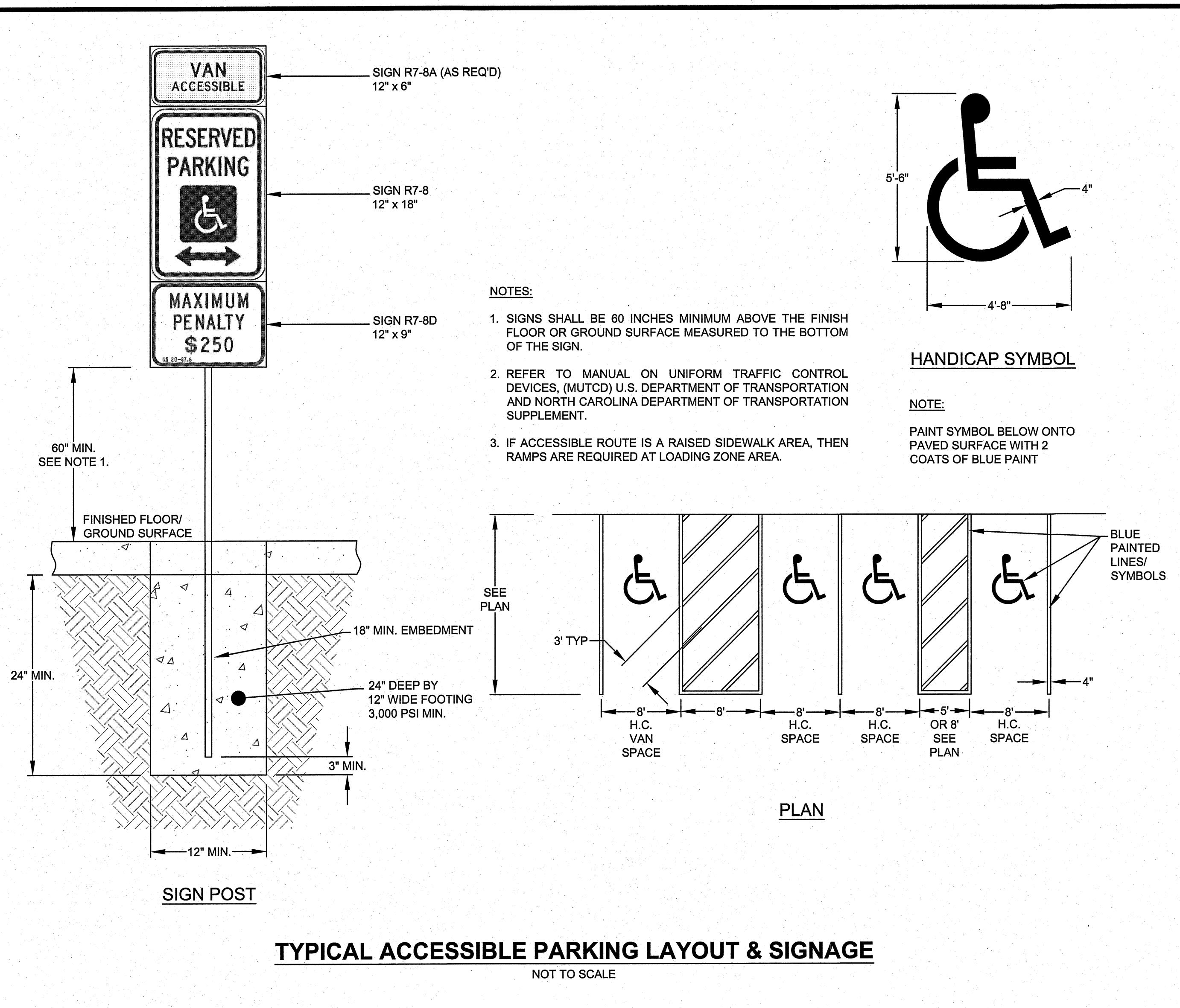
1. PLACE BARRIERS TO PREVENT THE APPROACH OF EQUIPMENT WITHIN THE DRIP LINE OF TREES TO BE RETAINED.
2. DO NOT NAIL BOARDS TO TREES DURING BUILDING OPERATIONS.
3. DO NOT CUT TREE ROOTS INSIDE THE DRIP LINE.
4. DO NOT PLACE EQUIPMENT, CONSTRUCTION MATERIALS, TOPSOIL, OR FILL DIRT WITHIN THE LIMIT OF THE DRIP LINE OF TREES TO BE SAVED.

TREE PROTECTION DETAIL

NOT TO SCALE

SHRUB PLANTING DETAIL

NOT TO SCALE



AL ENGINEERING, INC.
GARNER, NC 27529 - PHONE: 919-772-5393
ROAD, BOONE, NC 28607 - PHONE: 828-262-1767
LICENSE NUMBER: F-0812

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, GARNER, NC 27529 - PHONE: 919-772-5393
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LICENSE NUMBER: F-0812

**SPECIAL USE PERMIT
8263 VALLEY BOULEVARD
BLOWING ROCK, NORTH CAROLINA**

PRELIMINARY

FOR REGULATORY REVIEW ONLY

FOR REGULATORY REVIEW ONLY

AS SHOWN

1-19-22

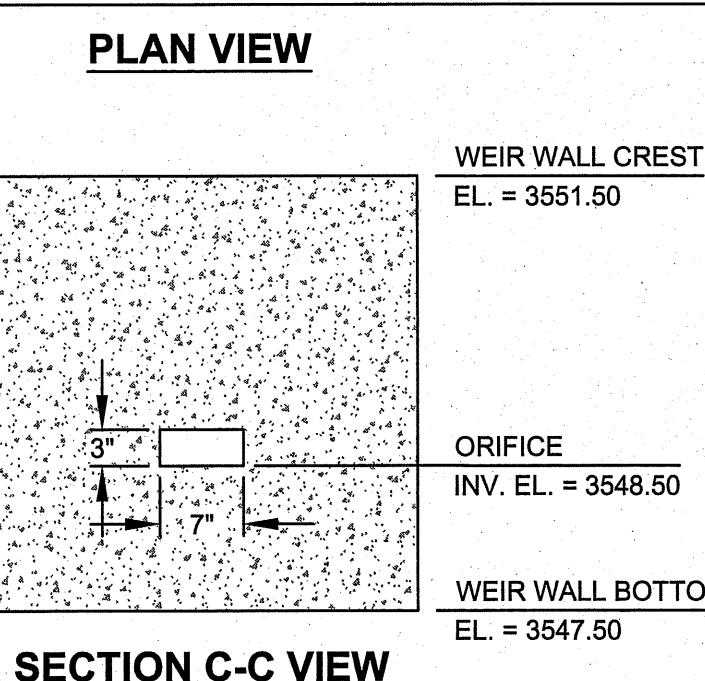
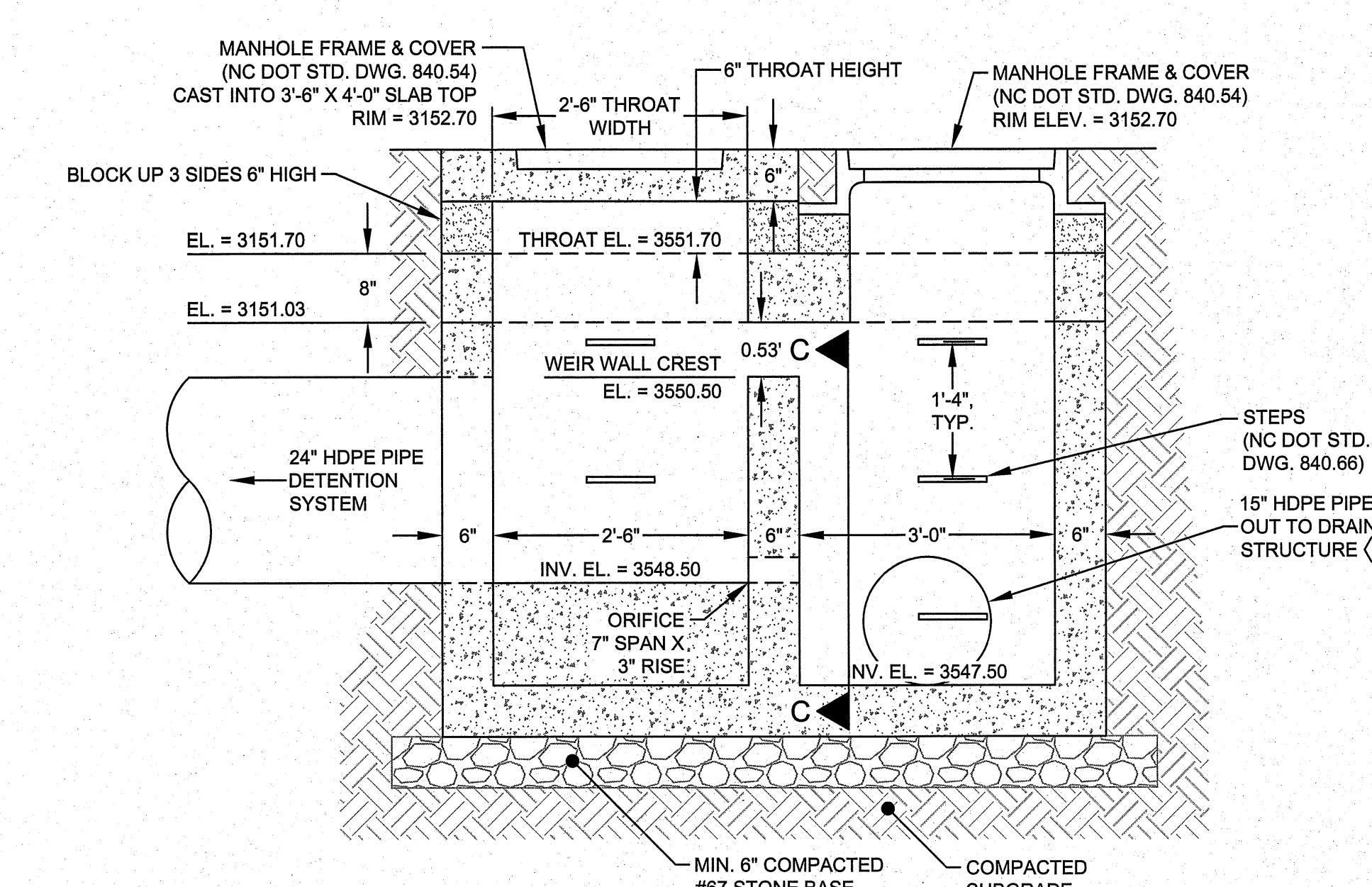
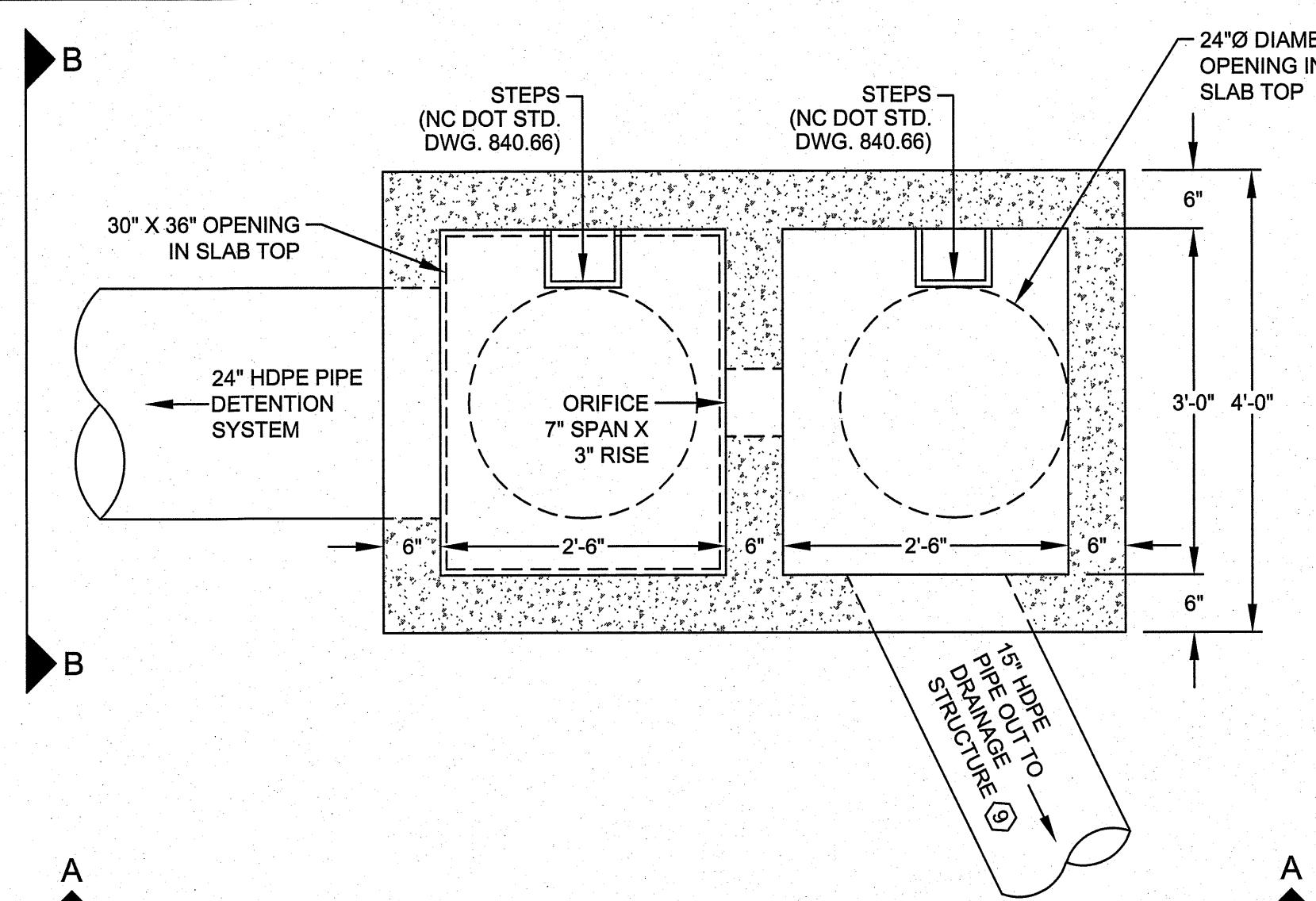
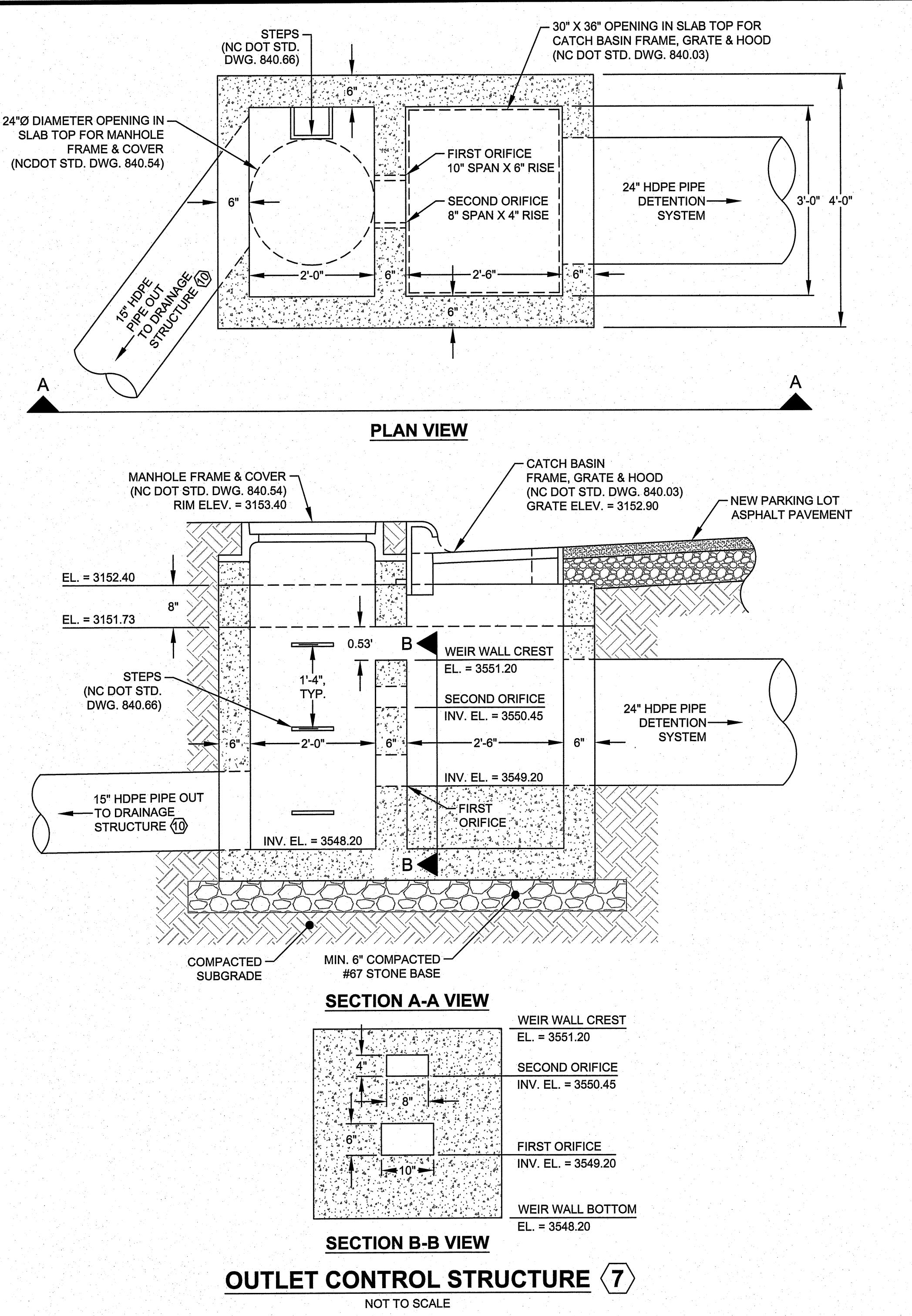
BY: SGJ/EGT

BY: AJC

PROJECT NUMBER

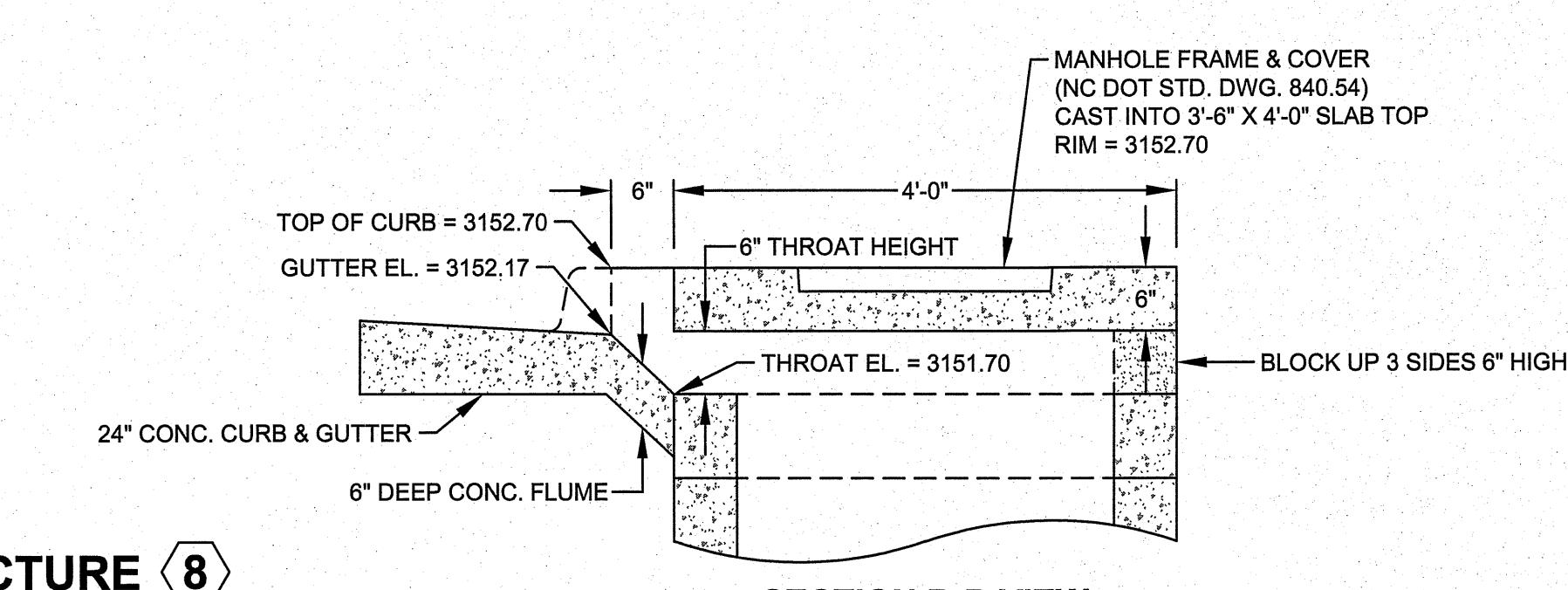
B21031

NG NO. SHEET

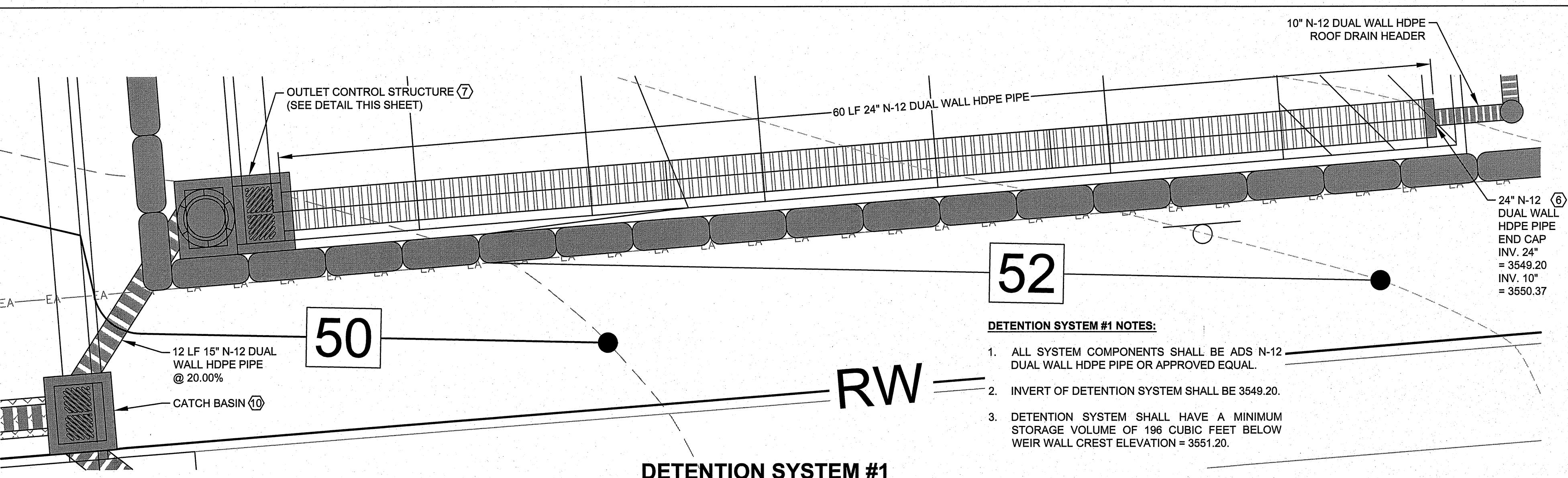


OUTLET CONTROL STRUCTURE 8

NOT TO SCALE

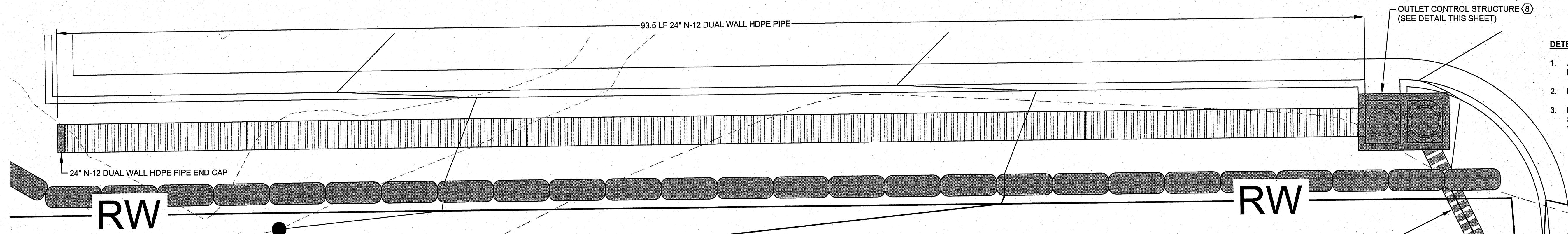


SECTION B-B VIEW



DETENTION SYSTEM #1

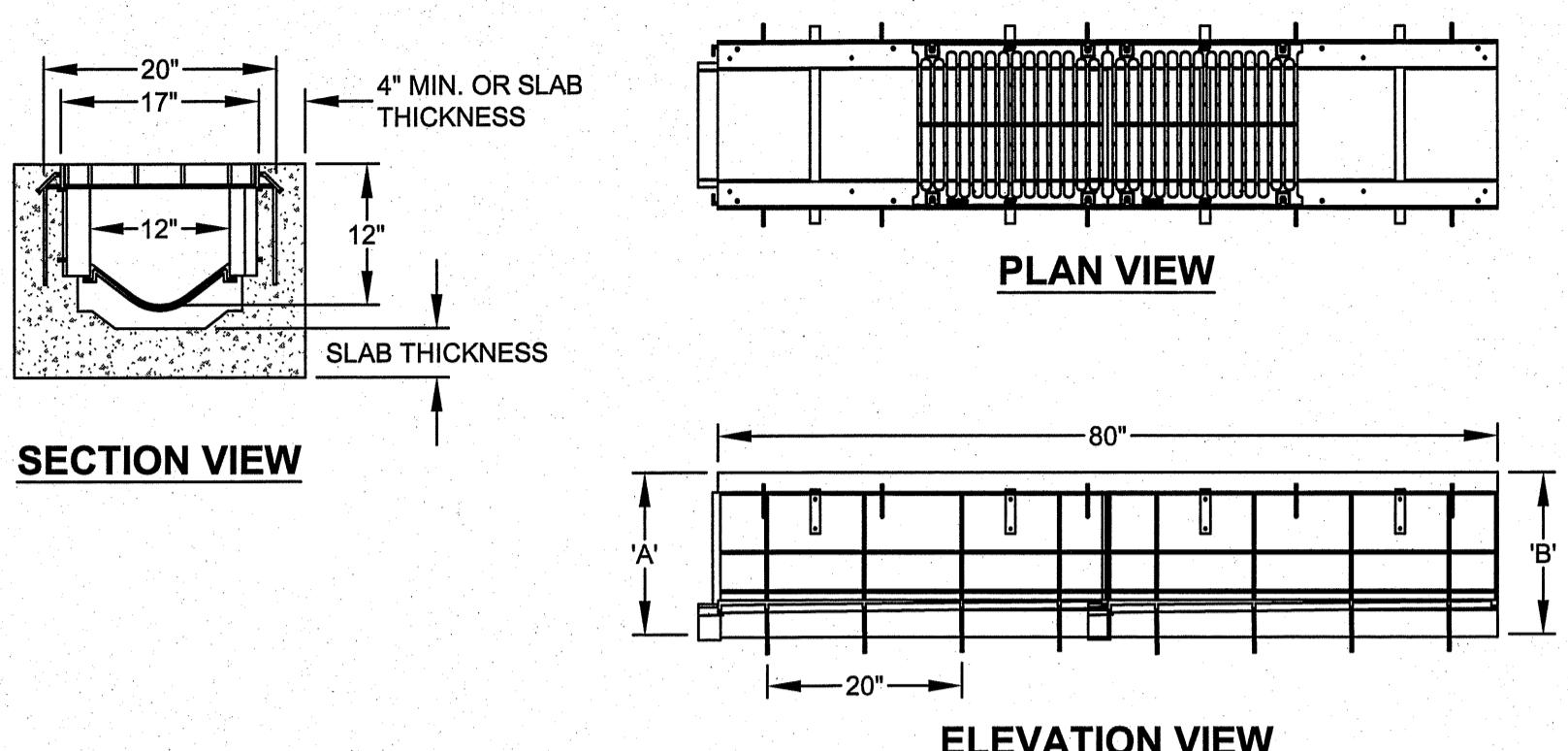
SCALE 1" = 5'



DETENTION SYSTEM #2

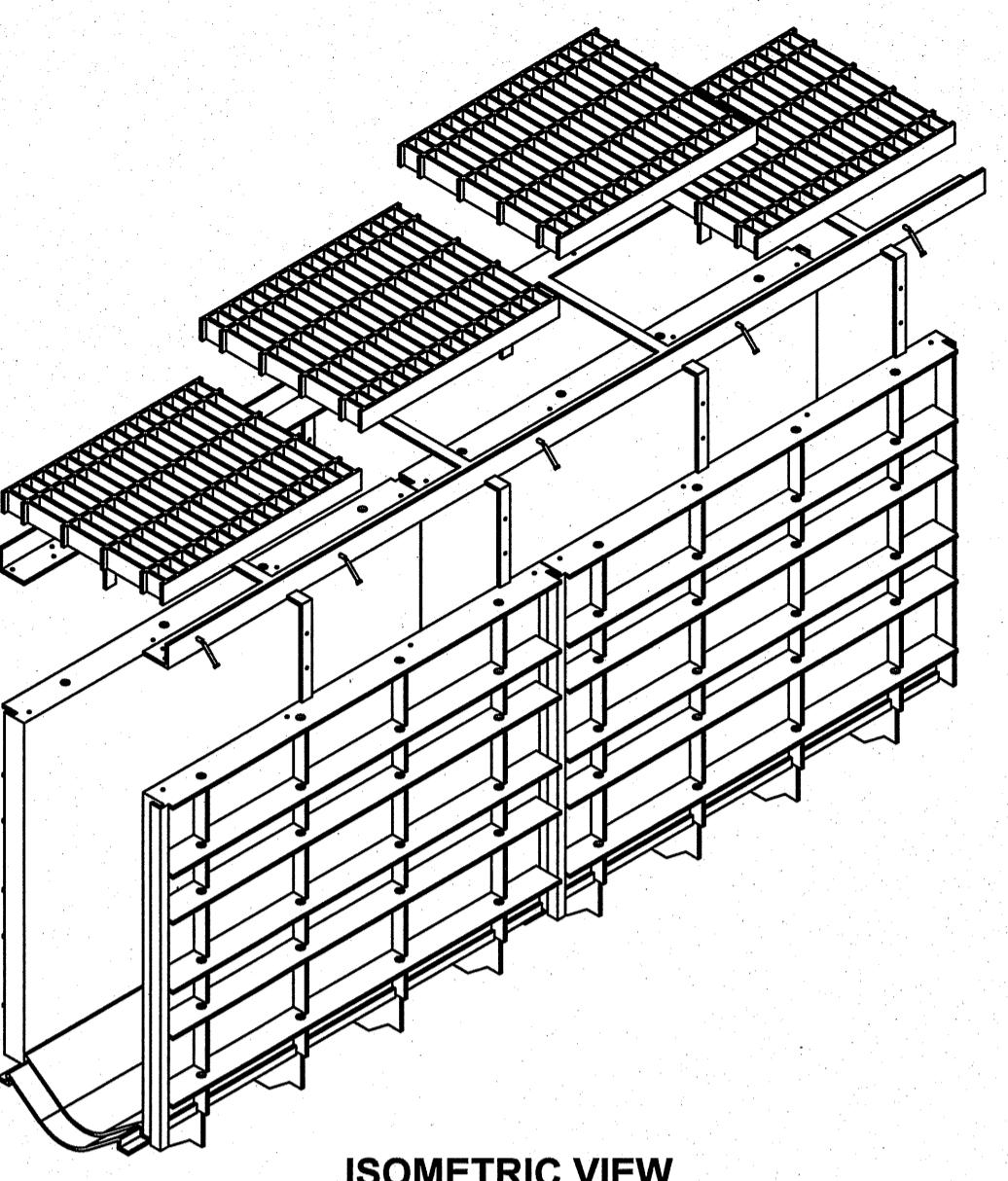
SCALE: 1" = 5'



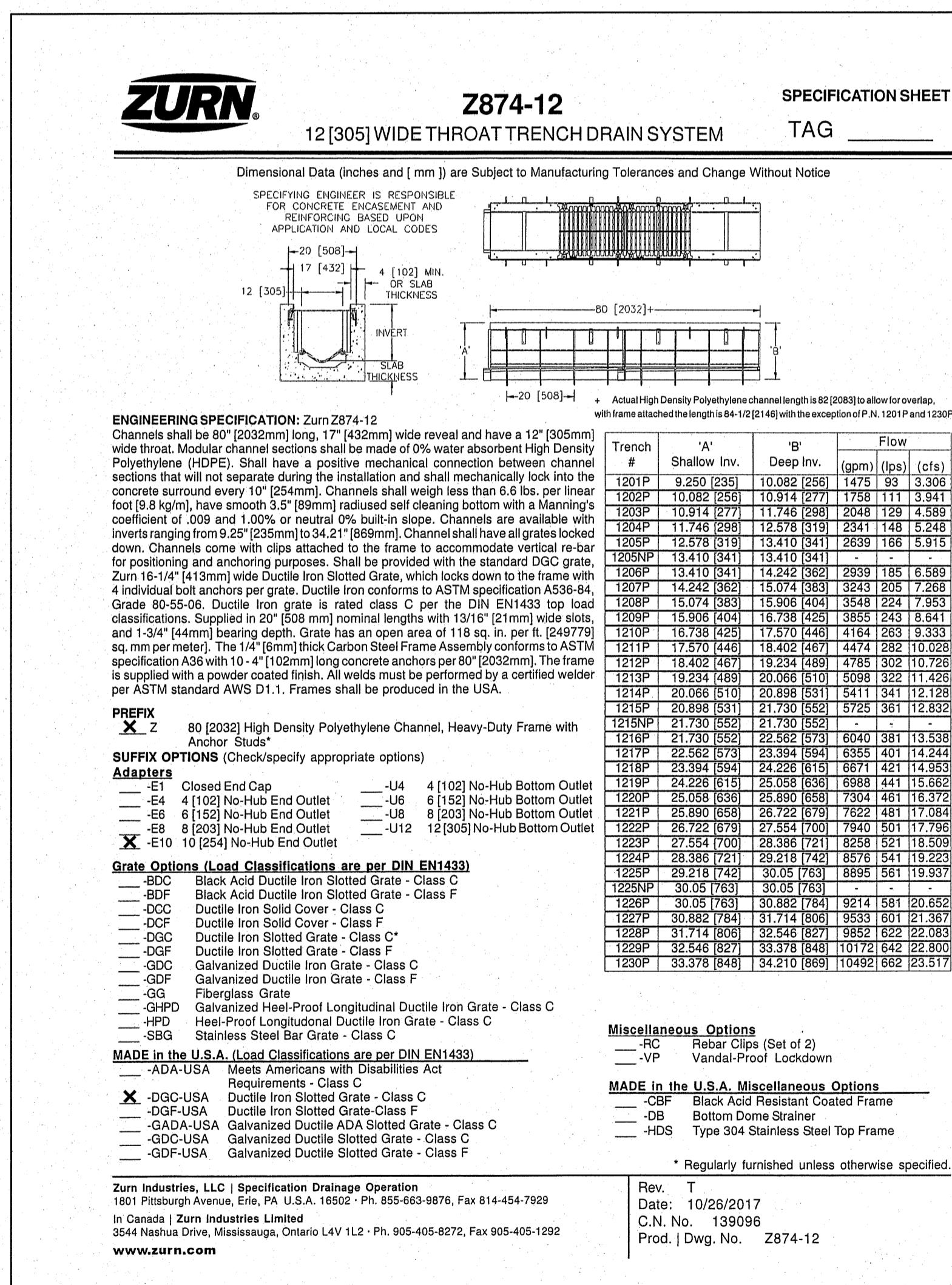


NOTES

1. SPECIFYING ENGINEER IS RESPONSIBLE FOR CONCRETE ENCASEMENT AND REINFORCING BASED UPON APPLICATION AND LOCAL CODES.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR REVIEW & APPROVAL BY ENGINEER OF RECORD PRIOR TO ORDERING

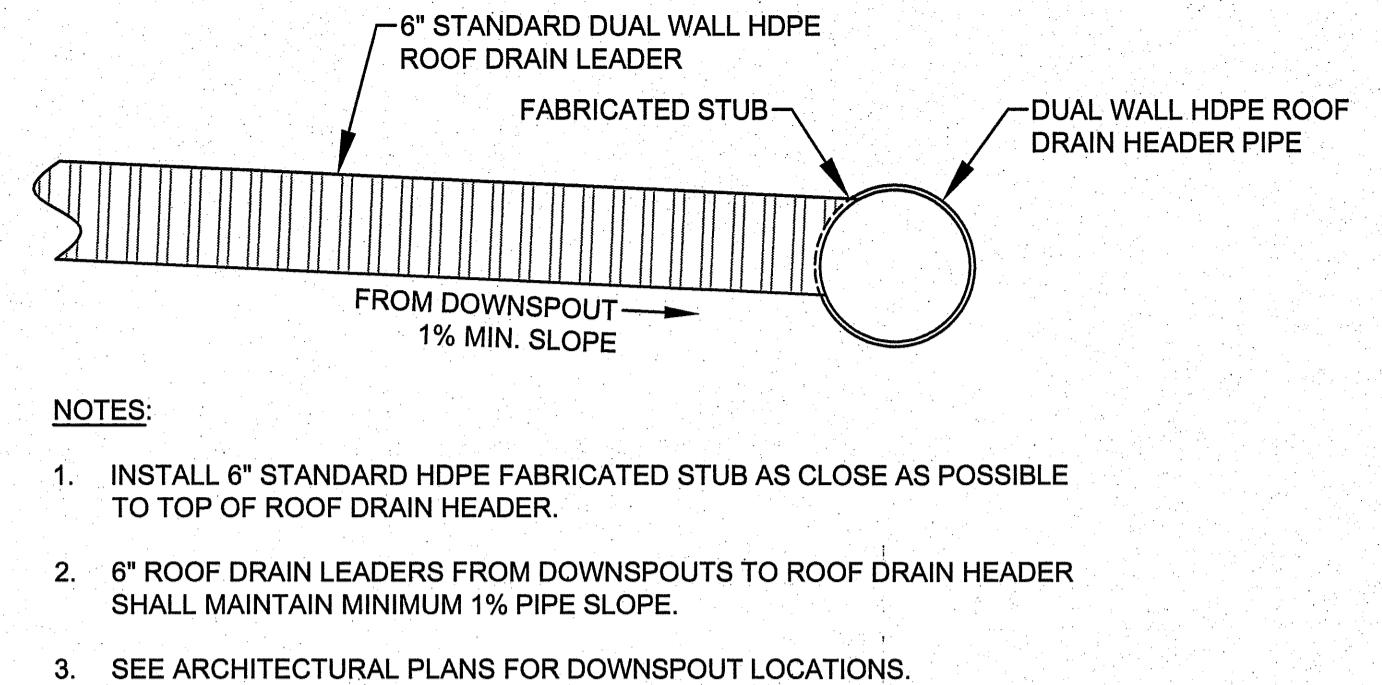
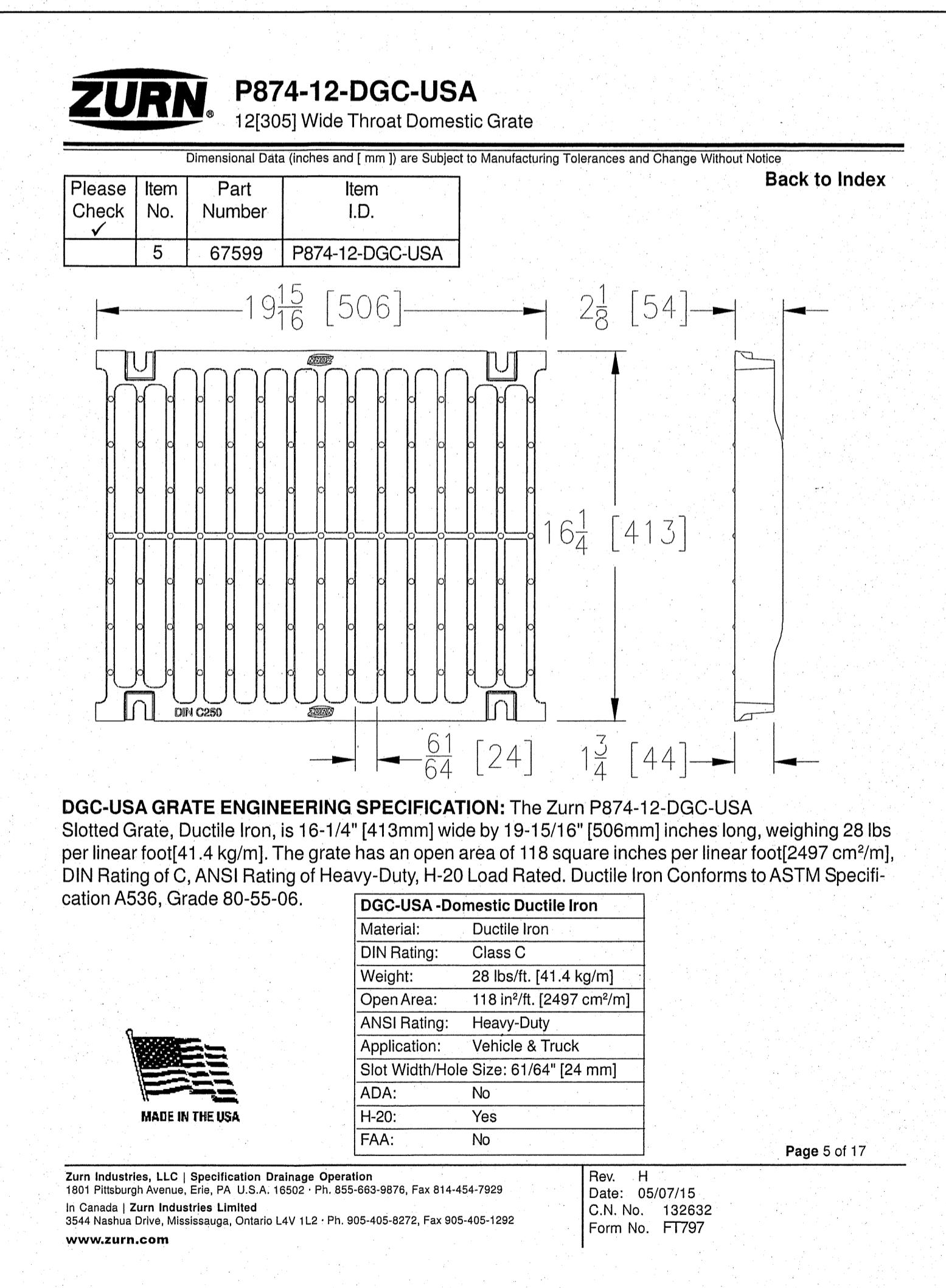


ISOMETRIC VIEW



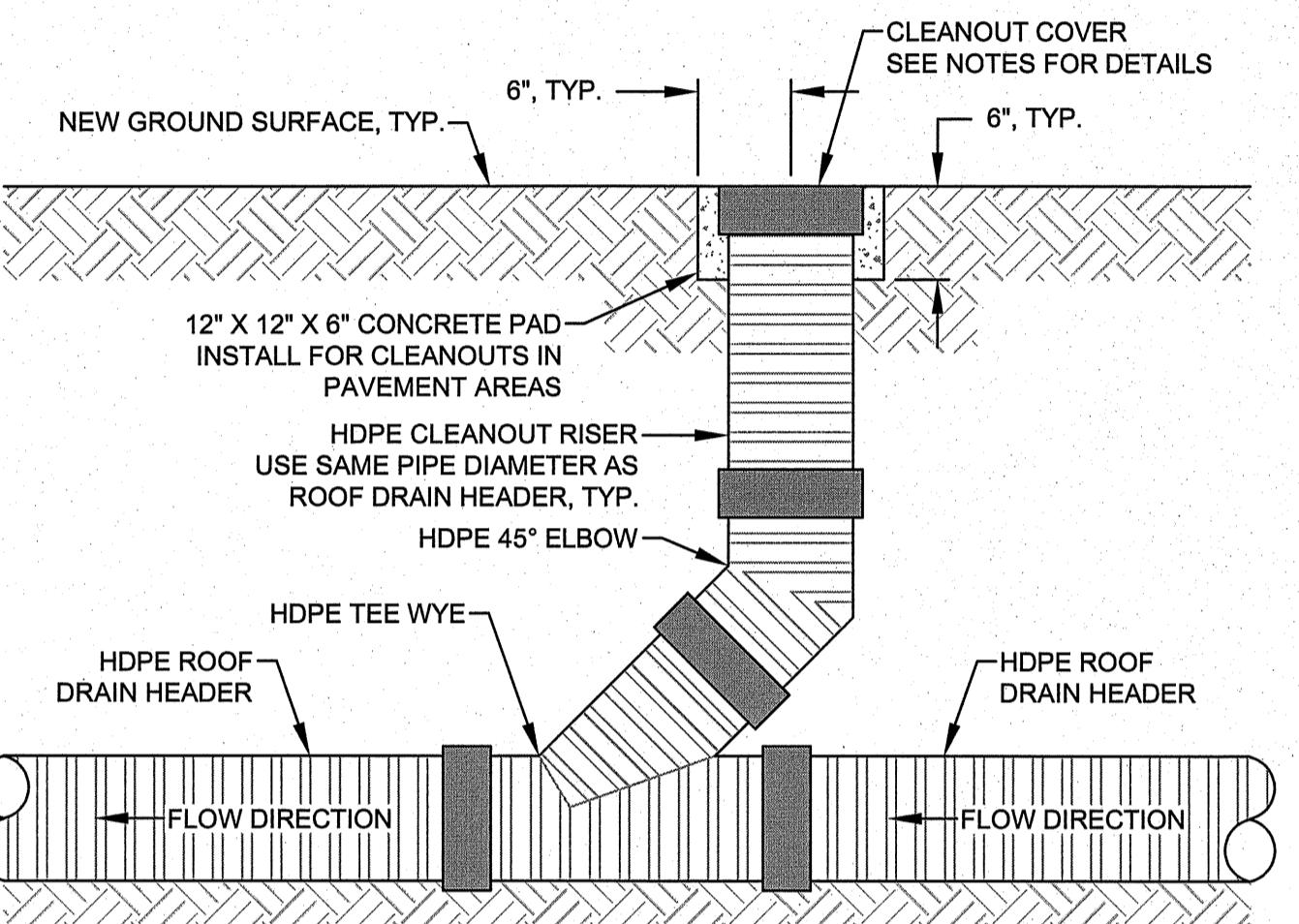
TRENCH DRAIN

NOT TO SCALE

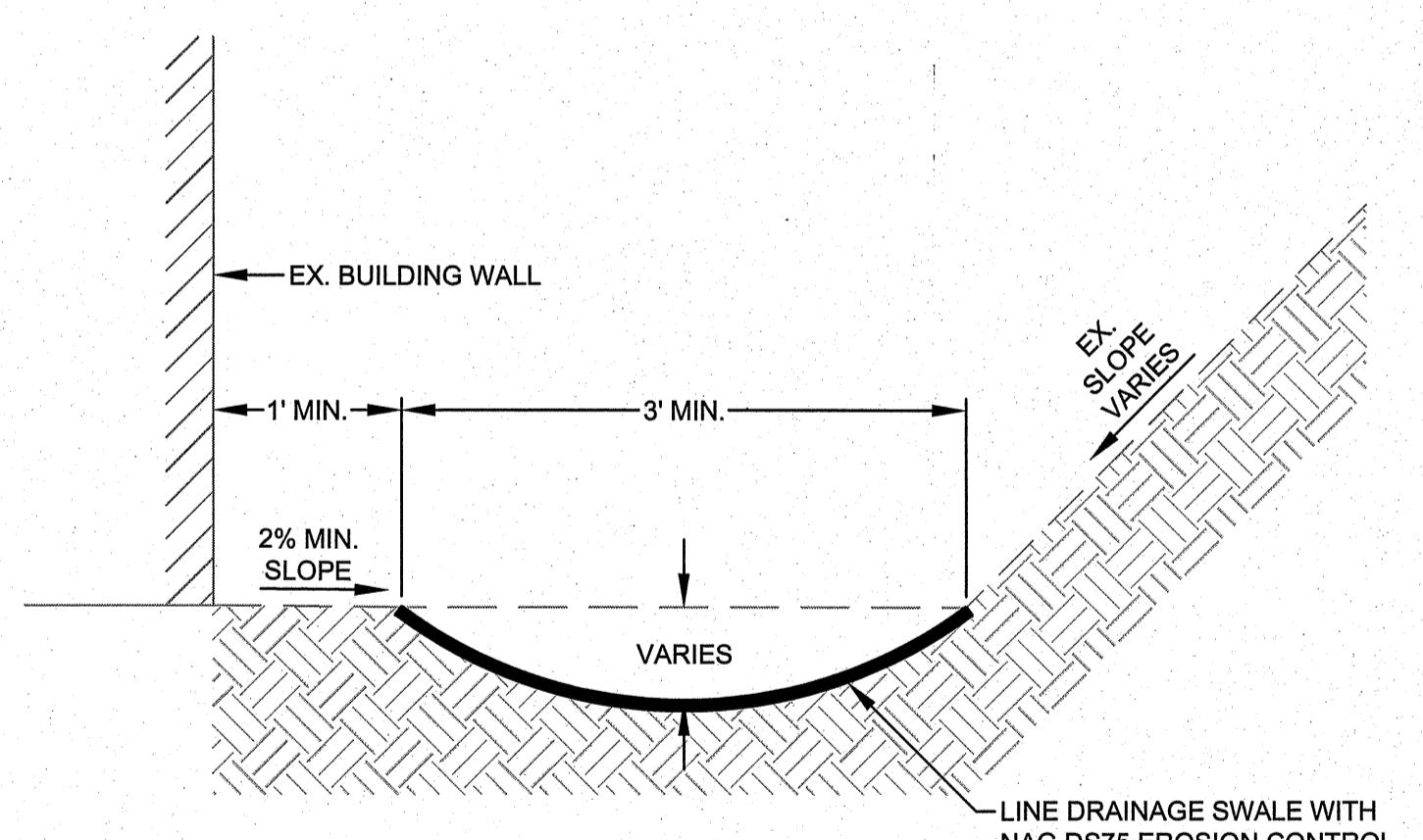


ROOF DRAIN CONNECTION TO HEADER SYSTEM

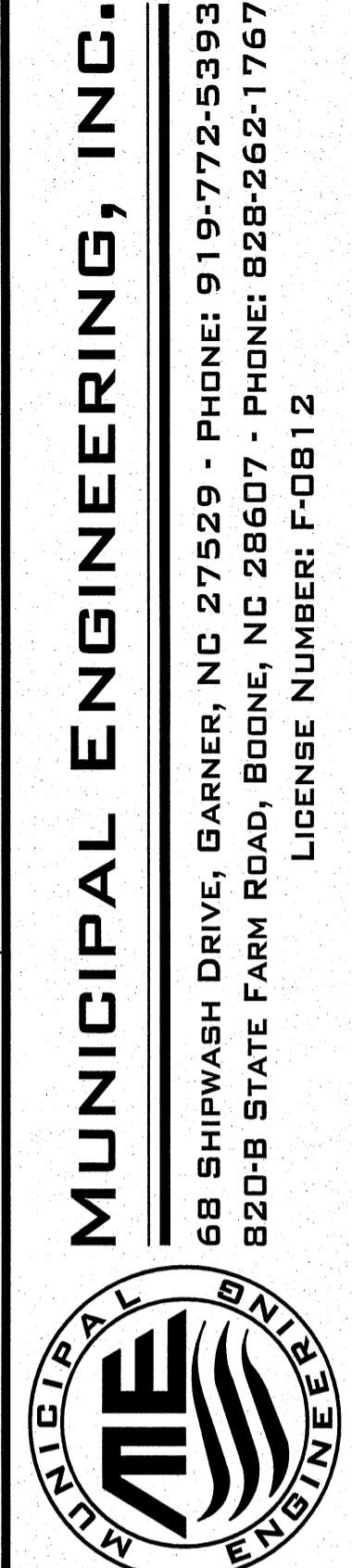
NOT TO SCALE



HDPE ROOF DRAIN HEADER CLEANOUT DETAIL

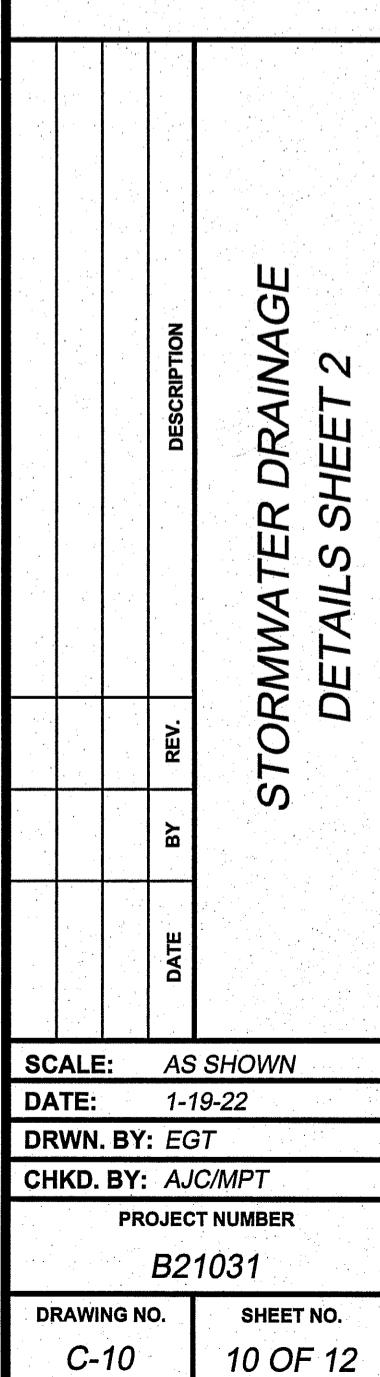


DRAINAGE SWALE



COMMERCIAL REDEVELOPMENT SPECIAL USE PERMIT

**8263 VALLEY BOULEVARD
BLOWING ROCK, NORTH CAROLINA**



PRELIMINARY

FOR REGULATORY REVIEW ONLY



| DATE | REV. | DESCRIPTION |
|------|------|---------------------------------|
| | | EROSION & SEDIMENTATION CONTROL |
| | | DETAILS SHEET 1 |
| | | |
| | | |

CUT SLOPE ROUGHENING FOR AREAS NOT TO BE MOWED
 STAIR-STEP GRADE OR GROOVE CUT SLOPES WITH A GRADIENT STEEPER THAN 3:1. USE STAIR-STEP GRADING ON ANY ERODIBLE MATERIAL SOFT ENOUGH TO BE RIPPED WITH A BULLDOZER. SLOPES CONSISTING OF SOFT ROCK WITH SOME SUBSOIL ARE PARTICULARLY SUITED TO STAIR-STEP GRADING.
 MAKE THE VERTICAL CUT DISTANCE LESS THAN THE HORIZONTAL DISTANCE, & SLIGHTLY SLOPE THE HORIZONTAL POSITION OF THE "STEP" IN TOWARD THE VERTICAL WALL.
 DO NOT MAKE INDIVIDUAL VERTICAL CUTS MORE THAN 2 FEET IN SOFT MATERIALS OR MORE THAN 3 FEET IN ROCKY MATERIALS.
 GROOVING USES MACHINERY TO CREATE A SERIES OF RIDGES & DEPRESSIONS THAT RUN ACROSS THE SLOPE (ON THE CONTOUR). GROOVING USING ANY APPROPRIATE IMPLEMENT THAT CAN BE SAFELY OPERATED ON THE SLOPE, SUCH AS DISKS, TILLERS, SPRING HARROWS, OR THE TEETH ON A FRONT END LOADER BUCKET. DO NOT MAKE SUCH GROOVES LESS THAN 3 INCHES DEEP NOR MORE THAN 15 INCHES APART.

FILL SLOPE AREAS NOT TO BE MOWED
 PLACE FILL SLOPES WITH A GRADIENT STEEPER THAN 3:1 IN LIFTS NOT TO EXCEED 9 INCHES, & MAKE SURE EACH LIFT IS PROPERLY COMPACTED. ENSURE THAT THE FACE OF THE SLOPE CONSISTS OF LOOSE, UNCOMPACTED FILL 4-6 INCHES DEEP. USE GROOVING AS DESCRIBED ABOVE, TO ROUGHEN THE FACE OF THE SLOPES, IF NECESSARY.
 DO NOT BLADE OR SCRAPE THE FINAL SLOPE FACE.

CUTS FILLS & GRADED AREAS THAT WILL BE MOWED
 MAKE MOWED SLOPES NO STEEPER THAN 3:1. ROUGHEN THESE AREAS TO SHALLOW GROOVES BY NORMAL TILLING, DISKING, HARROWING, OR USE OF CULTIPACK-SEEDER. MAKE THE FINAL PASS OF ANY SUCH TILLAGE IMPLEMENT ON THE CONTOUR.
 MAKE GROOVES, FORMED BY SUCH IMPLEMENTS, CLOSE TOGETHER (LESS THAN 10 INCHES) & NOT LESS THAN 1 INCH DEEP.
 EXCESSIVE ROUGHNESS IS UNDESIRABLE WHERE MOWING IS PLANNED.

ROUGHENING WITH TRACKED MACHINERY
 LIMIT ROUGHENING WITH TRACKED MACHINERY TO SANDY SOILS TO AVOID UNDUE COMPACTION OF THE SOIL SURFACE. TRACKING IS GENERALLY NOT AS EFFECTIVE AS THE OTHER ROUGHENING METHODS DESCRIBED.
 OPERATE TRACKED MACHINERY UP & DOWN THE SLOPE TO LEAVE HORIZONTAL DEPRESSIONS IN THE SOIL. DO NOT BACK-BLADE DURING THE FINAL GRADING OPERATION.

COMPLETE SEEDBED PREPARATION BY BREAKING UP LARGE CLODS & RAKING INTO A SMOOTH, UNIFORM SURFACE (SLOPES LESS THAN 3:1). FILL IN OR LEVEL DEPRESSIONS THAT CAN COLLECT WATER. BROADCAST SEED INTO A FRESHLY LOOSEND SEEDBED THAT HAS NOT BEEN SEALED BY RAINFALL.

SURFACE ROUGHENING

SEEDBED PREPARATION
 1. IF RECENT TILLAGE OPERATIONS HAVE RESULTED IN A LOOSE SURFACE, ADDITIONAL SURFACE ROUGHENING MAY NOT BE REQUIRED, EXCEPT TO BREAK UP LARGE CLODS. IF RAINFALL CAUSES THE SURFACE TO BECOME SEALED OR CRUSTED, LOOSEN IT JUST PRIOR TO SEEDING BY DISKING, RAKING, HARROWING, OR OTHER SUITABLE METHODS. GROOVE OR FURROW SLOPES STEEPER THAN 3:1 ON THE CONTOUR BEFORE GRADING. SEE OTHER REQUIREMENTS FOR SURFACE ROUGHENING ON THIS SHEET.
 2. SOIL SURFACE SHALL BE WELL PULVERIZED, LOOSE AND UNIFORM.

SEEDING DATES
 LATE WINTER & EARLY SPRING (FEB. 15 - MAY 15)
 SPECIES RATE (LB/ACRE)
 RYE (GRAIN) 120
 AND
 KOREAN LESPEDEZA 50
 OMIT LESPEDEZA WHEN DURATION OF TEMPORARY COVER IS NOT EXTENDED BEYOND JUNE 15.

SUMMER (MAY 15 - AUGUST 15)
 SPECIES RATE (LB/ACRE)
 GERMAN MILLET 40
 OR
 TALL FESCUE 50
 FALL (AUGUST 15 - DECEMBER 15)
 SPECIES RATE (LB/ACRE)
 RYE (GRAIN) 120

SOIL AMENDMENTS
 FOLLOW RECOMMENDATIONS OF SOIL TEST OR APPLY 2,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 750 LB/ACRE 10-10-10 FERTILIZER. INCREASE FERTILIZER RATE TO 1000 LB/ACRE IN THE FALL.

MULCH
 APPLY 4,000-5,000 LB/ACRE STRAW. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING OR A MULCH ANCHORING TOOL. A DISK WITH BLADES SET NEARLY STRAIGHT CAN BE USED AS MULCH ANCHORING TOOL.

MAINTENANCE
 REFERTILIZE IF GROWTH IS NOT FULLY ADEQUATE. RESEED, FERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE. TOPDRESS WITH 50 LB/ACRE OF NITROGEN IN MARCH. IF IT IS NECESSARY TO EXTEND TEMPORARY COVER BEYOND JUNE 15, OVERSEED WITH 50 LB/ACRE KOREAN LESPEDEZA IN LATE FEBRUARY OR EARLY MARCH.

TEMPORARY SEEDING SCHEDULE

SOIL TESTS
 LIME AND FERTILIZER NEEDS SHOULD BE DETERMINED BY SOIL TESTS. SOIL TESTING IS PERFORMED FREE OF CHARGE BY THE NC DEPT. OF AGRICULTURE SOIL TESTING LABORATORY. DIRECTIONS, SAMPLE CARTONS, AND INFORMATION ARE AVAILABLE THROUGH COUNTY AGRICULTURAL EXTENSION OFFICES OR FROM NCDA. BECAUSE THE NCDA SOIL TESTING LAB REQUIRES 1-6 WEEKS FOR SAMPLE TURN-AROUND, SAMPLING MUST BE PLANNED WELL IN ADVANCE OF FINAL GRADING. TESTING IS ALSO DONE BY COMMERCIAL LABORATORIES.

SEEDBED PREPARATION
 1. ROUGHEN SURFACES IN ACCORDANCE WITH THE NOTES ON SURFACE ROUGHENING ON THIS SHEET.
 2. BREAK UP LARGE CLODS AND RAKING INTO A SMOOTH, UNIFORM SURFACE (SLOPES LESS THAN 3:1). FILL IN OR LEVEL DEPRESSIONS THAT CAN COLLECT WATER. BROADCAST SEED INTO A FRESHLY LOOSEND SEEDBED THAT HAS NOT BEEN SEALED BY RAINFALL.

SEEDING MIXTURE
 SPECIES RATE (LB/ACRE)
 TALL FESCUE 100
 KOREAN LESPEDEZA 10
 KENTUCKY BLUEGRASS 5
 REDTOP 5
 BUFFALO GRASS 1

SEEDING NOTE
 1. WHERE APPEARANCE IS A CONSIDERATION, INCREASE KOREAN LESPEDEZA TO 40 LB/ACRE.

NURSE PLANTS
 BETWEEN MAY 1 AND AUGUST 15 ADD 10 LB/ACRE GERMAN MILLET OR 15 LB/ACRE TALL FESCUE. PRIOR TO MAY 1 OR AFTER AUGUST 15, ADD 40 LB/ACRE RYE (GRAIN). IT MAY BE BENEFICIAL TO PLANT THE GRASSES IN LATE SUMMER AND OVERSEED THE LESPEDEZA IN MARCH.

SEEDING DATES
 BEST POSSIBLE
 BELOW 2500 FT: AUG. 15-SEPT. 1 JULY 25 - SEPT. 15
 MAR. 1-APR. 1 MAR. 1 - MAY 10
 ABOVE 2500 FT: JULY 25 - AUG. 15 JULY 15 - AUG. 30
 MAR. 20-APR. 20 MAR. 5 - MAY 15
 COMPLETE SEEDING EARLIER IN FALL, AND START LATER IN SPRING ON NORTH AND EAST FACING SLOPES.

SOIL AMENDMENTS
 APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS. IF SOIL TESTS ARE NOT AVAILABLE, APPLY 4,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 5-10-10 FERTILIZER.

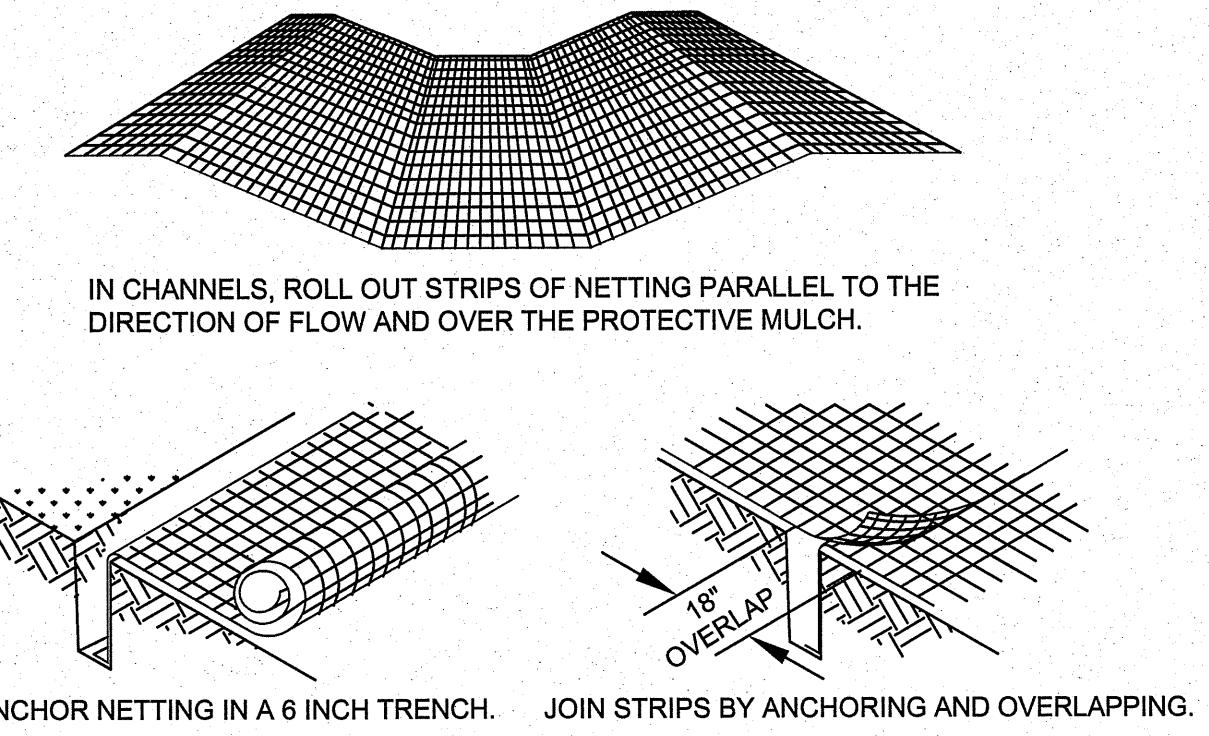
MULCH
 APPLY 4,000 - 5,000 LB/ACRE GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCHING MATERIAL. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING OR ROVING. NETTING IS THE PREFERRED ANCHORING METHOD ON STEEP SLOPES.

MAINTENANCE
 REFERTILIZE THE SECOND YEAR UNLESS GROWTH IS FULLY ADEQUATE. MOW NO MORE THAN ONCE PER YEAR. RESEED, FERTILIZE AND MULCH DAMAGED AREAS IMMEDIATELY.

PERMANENT SEEDING SCHEDULE

TOP DRESSING 6 MONTHS AFTER INITIAL SEEDING. TOP DRESSING TO CONSIST OF THE FOLLOWING:
 RE-APPLY LIME AND FERTILIZER ACCORDING TO SOIL TESTS. IF SOIL TESTS ARE NOT AVAILABLE, APPLY 4,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 5-10-10 FERTILIZER.
 APPLY 1/2" COMPOST OR TOP SOIL TO ANY BARE SPOTS.
 RE-APPLY SEED MIX TO ANY BARE OR THIN SPOTS PER THE PERMANENT SEEDING SCHEDULE OR PERMANENT FLOODPLAIN SEED MIX SPECIFICATIONS AS APPROPRIATE FOR THE AREA.
 RE-MULCH BARE SPOTS THAT HAVE BEEN RE-SEEDED.

TOP DRESSING SPECIFICATIONS



ANCHOR NETTING IN A 6 INCH TRENCH. JOIN STRIPS BY ANCHORING AND OVERLAPPING.

INSTALLATION OF NETTING AND MATTING:

PRODUCTS DESIGNED TO CONTROL EROSION SHOULD BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ANY MAT OR BLANKET-TYPE PRODUCT USED AS A PROTECTIVE MULCH SHOULD PROVIDE COVER OF AT LEAST 30% OF THE SURFACE WHERE IT IS APPLIED. INSTALLATION IS ILLUSTRATED ABOVE.

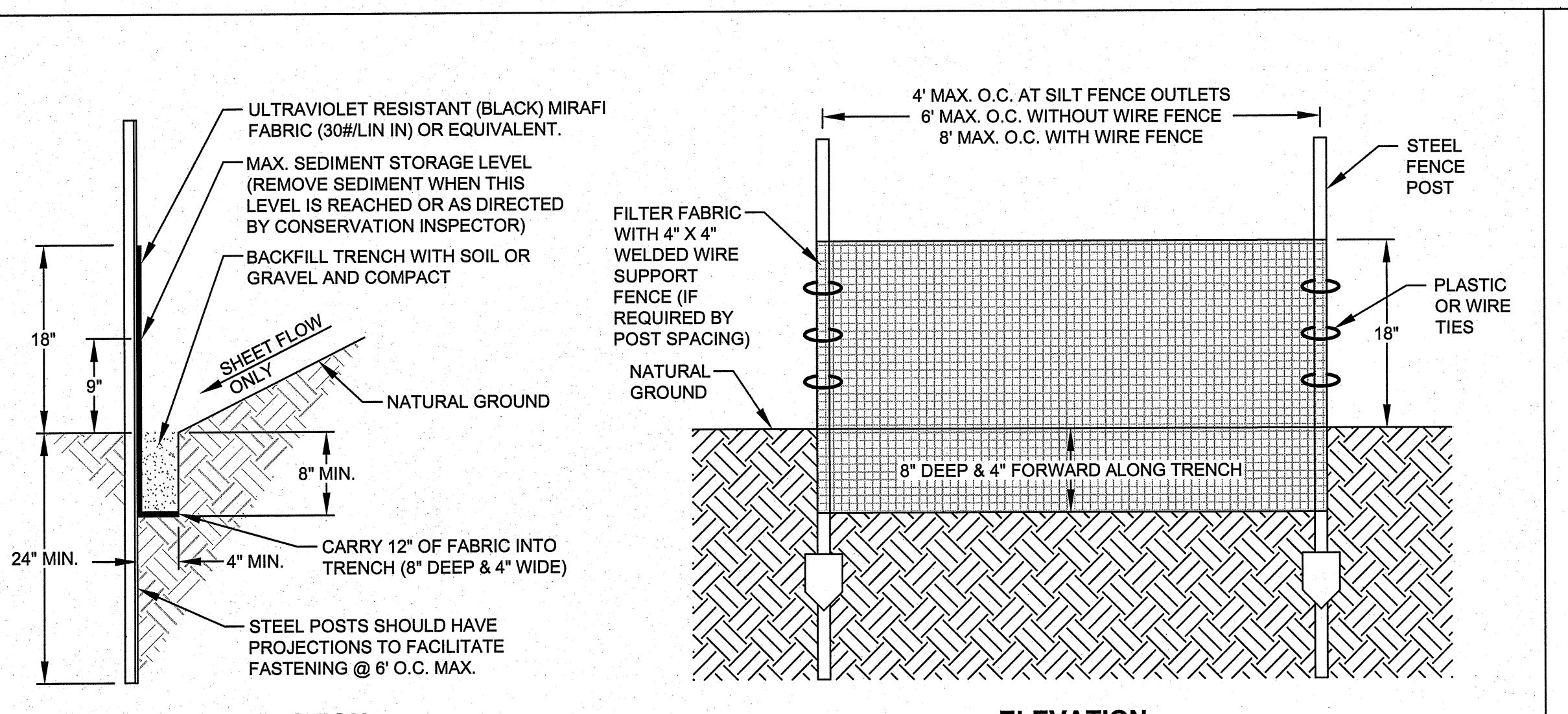
1. APPLY LIME, FERTILIZER AND SEED BEFORE LAYING THE NET OR MATT. IF OPEN-WEAVE NETTING IS USED, LIME MAY BE INCORPORATED BEFORE INSTALLING THE NET AND FERTILIZER AND SEED SPRAYED ON AFTERWARD.
2. START LAYING THE NET FROM THE TOP OF THE CHANNEL OR SLOPE AND UNROLL IT DOWN THE GRADE. ALLOW NETTING TO LAY LOOSELY ON THE SOIL BUT WITH-OUT WRINKLES-DO NOT STRETCH.
3. TO SECURE THE NET, BURY THE UPSLOPE END IN A SLOT OR TRENCH NO LESS THAN 6 INCHES DEEP, COVER WITH SOIL, AND TAMP FIRMLY. STAPLE THE NET EVERY 12 INCHES ACROSS THE TOP END AND EVERY 3 FEET AROUND THE EDGES AND BOTTOM. WHERE 2 STRIPS OF NET ARE LAID SIDE BY SIDE, THE ADJACENT EDGES SHOULD BE OVERLAPPED 3 INCHES AND STAPLED TOGETHER. EACH STRIP OF NETTING SHOULD ALSO BE STAPLED DOWN THE CENTER, EVERY THREE FEET. DO NOT STRETCH THE NET WHEN APPLYING STAPLES.
4. TO JOIN TWO STRIPS, CUT A TRENCH TO ANCHOR THE END OF THE NEW NET. OVERLAP THE END OF THE PREVIOUS ROLL 18 INCHES, AS SHOWN ABOVE, AND STAPLE EVERY 12 INCHES JUST BELOW THE ANCHOR SLOT.

MAINTENANCE REQUIREMENTS:

1. INSPECT ROLLED EROSION CONTROL PRODUCTS AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. REPAIR UNDERMINING BEHIND MATTING. PULL BACK THE MATTING, FILL AND COMPACT THE ERODED AREA, RESEED AND MULCH THEN SECURE MATTING FIRMLY.
3. REPOSITION OR REPLACE MATTING THAT HAS MOVED ALONG THE DITCH OR SWALE CHANNEL AND SECURE FIRMLY.
4. REPLACE DAMAGED SECTIONS OF MATTING.

ROLLED EROSION CONTROL PRODUCT (RECP) DETAIL

NOT TO SCALE

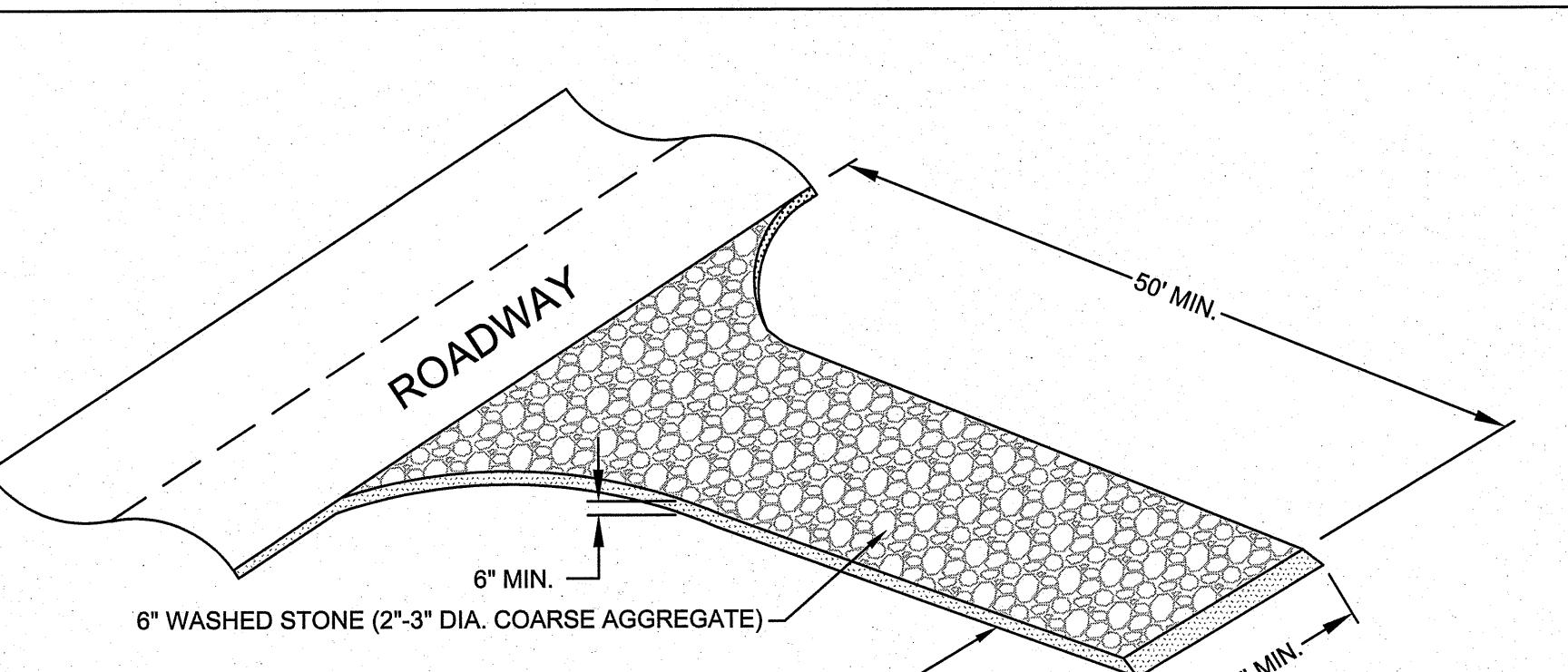


Maintenance Requirements:

1. INSPECT SILT FENCE AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FABRIC OF A SILT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT IMMEDIATELY.
3. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF OF THE FENCE HEIGHT AND AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAINFALL AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO NOT DAMAGE OR UNDERMINE THE FENCE DURING CLEANOUT.
4. INSTALL ADDITIONAL STEEL POSTS OR WIRE BACKING AT LOCATIONS WHERE SILT FENCE IS SAGGING.

SILT FENCE (SEE SHEET C-12 FOR WATTLE BREAK DETAIL)

NOT TO SCALE



NOTES:

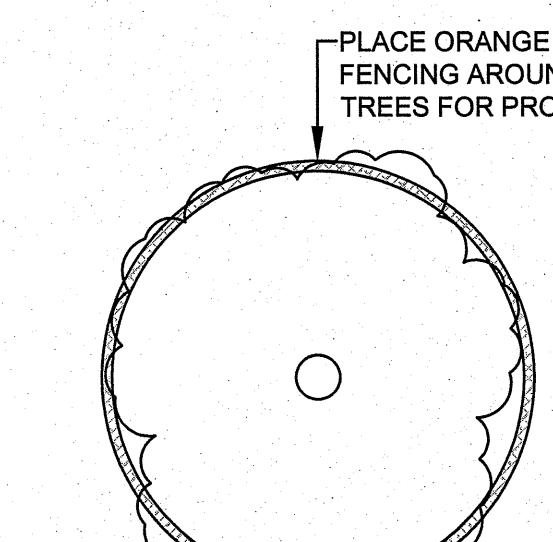
1. CLEAR THE ENTRANCE AND EXIT AREA OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL AND PROPERLY GRADE IT.
2. PLACE THE GRAVEL TO THE SPECIFIC GRADE AND DIMENSIONS SHOWN ON THE PLANS AND SMOOTH IT.
3. USE GEOTEXTILE FABRIC UNDER THE STONE IN LOCATIONS SUBJECT TO SEEPAGE OR HIGH WATER TABLE.
4. PROVIDE DRAINAGE TO CARRY WATER TO A SEDIMENT TRAP OR OTHER SUITABLE OUTLET.

Maintenance Requirements:

1. INSPECT CONSTRUCTION ENTRANCE AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. MAINTAIN THE GRAVEL CONSTRUCTION ENTRANCE IN A CONDITION TO PREVENT MUD OR SEDIMENT FROM LEAVING THE CONSTRUCTION SITE. TOP DRESS WITH 2" STONE AS REQUIRED.
3. CLEAN ANY SEDIMENT TRAPPED BY CONSTRUCTION ENTRANCE AFTER EACH RAINFALL.
4. IMMEDIATELY REMOVE ALL SEDIMENT AND ANY OBJECTIONABLE MATERIALS SPILLED, WASHED OR TRACKED ONTO PUBLIC ROADWAYS.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

NOT TO SCALE

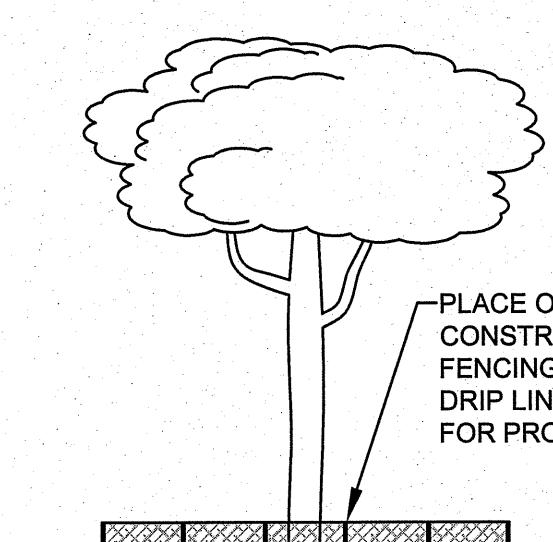


NOTES:

1. PLACE BARRIERS TO PREVENT THE APPROACH OF EQUIPMENT WITHIN THE DRIP LINE OF TREES TO BE RETAINED.
2. DO NOT NAIL BOARDS TO TREES DURING BUILDING OPERATIONS.
3. DO NOT CUT TREE ROOTS INSIDE THE DRIP LINE.
4. DO NOT PLACE EQUIPMENT, CONSTRUCTION MATERIALS, TOPSOIL, OR FILL DIRT WITHIN THE LIMIT OF THE DRIP LINE OF TREES TO BE SAVED.

Maintenance Requirements:

1. INSPECT TREE PROTECTION FENCE AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT IMMEDIATELY.



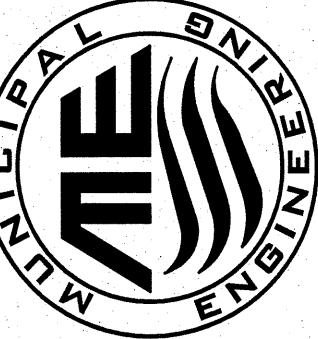
PROFILE VIEW

TREE PROTECTION FENCE

NOT TO SCALE

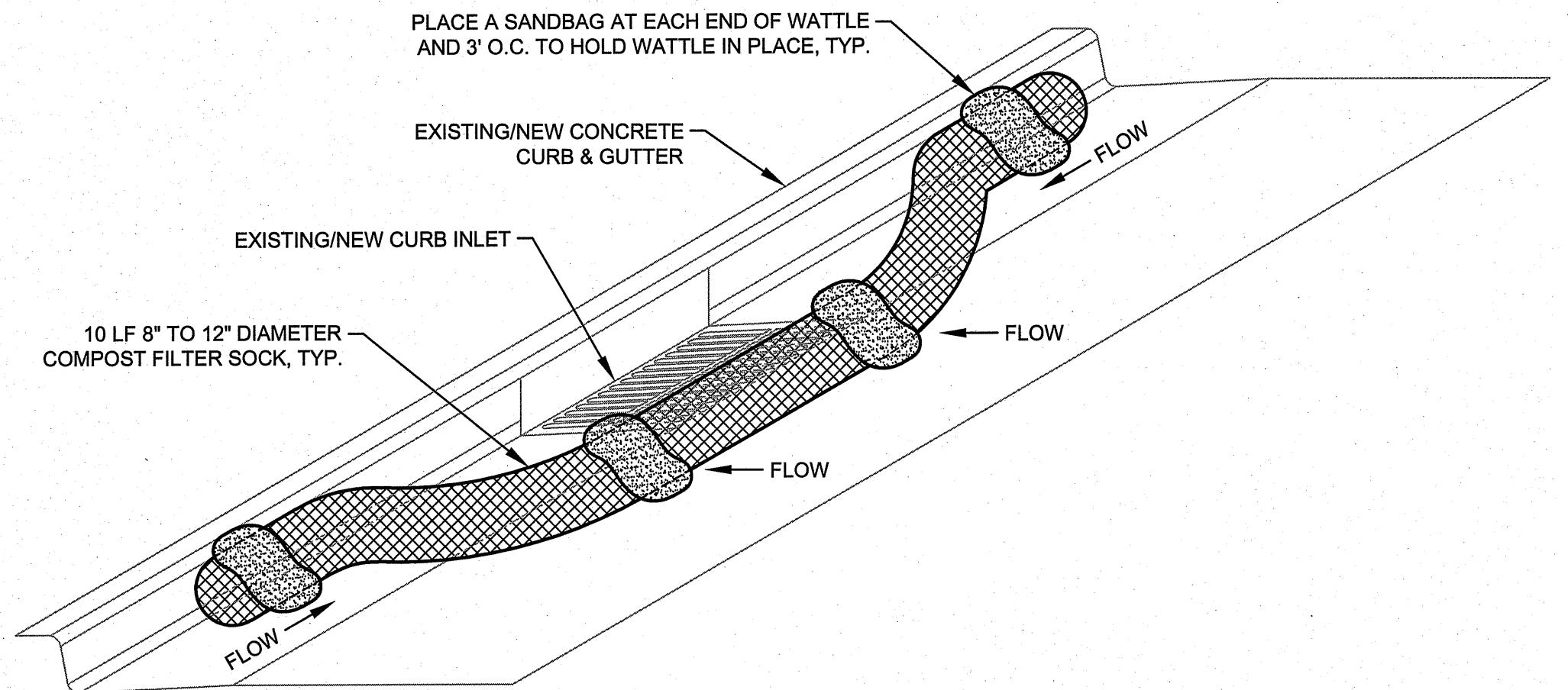
PRELIMINARY
 FOR REGULATORY REVIEW ONLY

| SCALE: | AS SHOWN |
|-----------------|----------|
| DATE: | 1-19-22 |
| DRWN. BY: | SGJ |
| CHKD. BY: | AJ/CMPT |
| PROJECT NUMBER: | B21031 |
| DRAWING NO. | C-11 |
| SHEET NO. | 11 OF 12 |



COMMERCIAL REDEVELOPMENT
 SPECIAL USE PERMIT
 8263 VALLEY BOULEVARD
 BLOWING ROCK, NORTH CAROLINA

| DESCRIPTION | DATE | BY | REV. |
|---------------------------------|----------------|-----|------|
| EROSION & SEDIMENTATION CONTROL | AS SHOWN | | |
| DETAILS SHEET 2 | 1-19-22 | SGJ | |
| | AJ/CMPT | | |
| | PROJECT NUMBER | | |
| | B21031 | | |
| DRAWING NO. | C-12 | | |
| SHEET NO. | 12 OF 12 | | |



CATCH BASIN COMPOST FILTER SOCK INLET PROTECTION

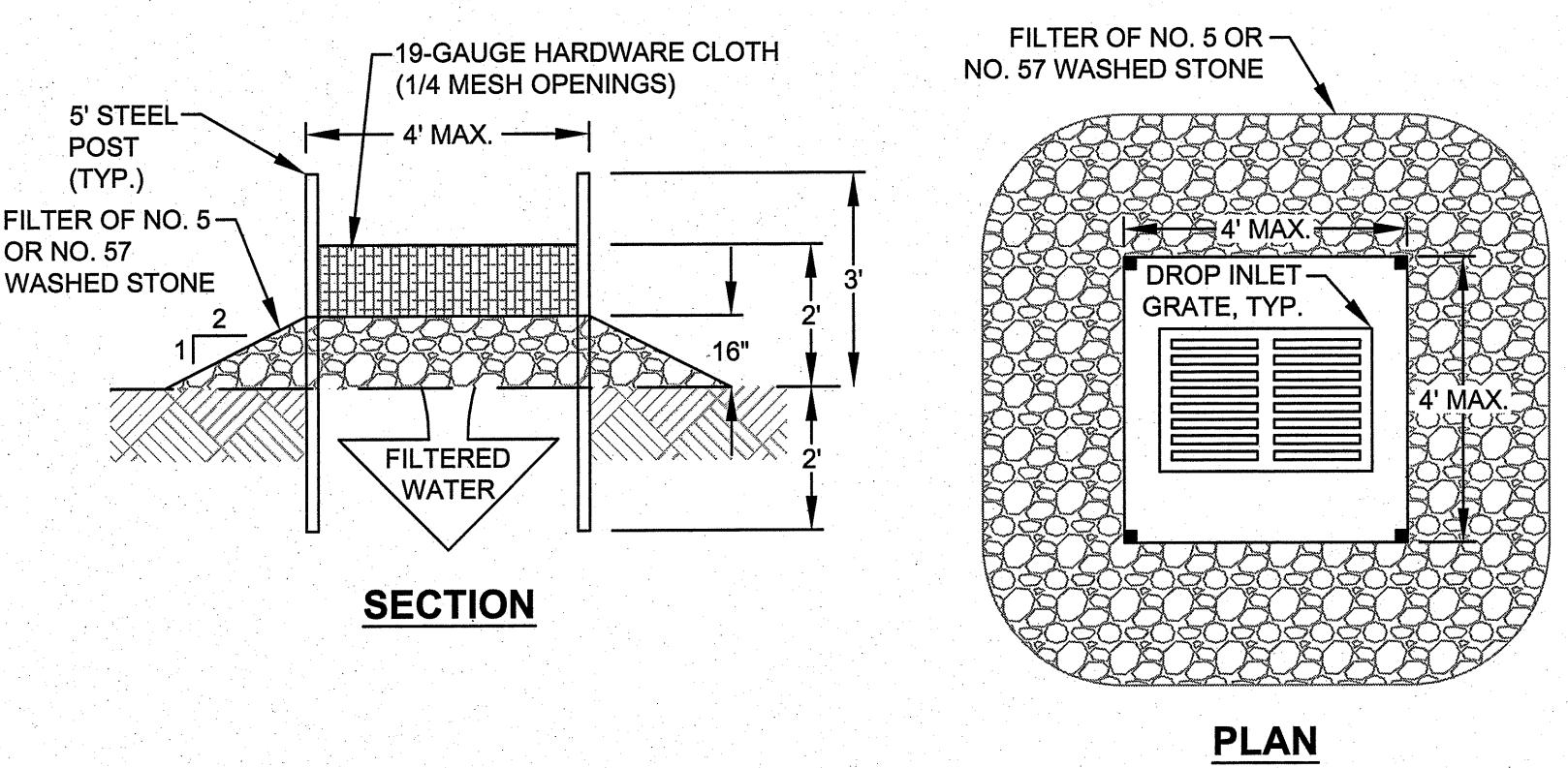
NOT TO SCALE

NOTES:

1. USE MINIMUM 8" DIAMETER TO MAXIMUM 12" DIAMETER COMPOST FILTER SOCK.
2. USE COMPOST FILTER SOCK WITH A MINIMUM LENGTH OF 10 LF.
3. SANDBAGS TO HOLD DOWN FILTER SOCK SHALL BE PLACED AT A MAXIMUM OF 3 LF ON CENTER.
4. SECURE COMPOST FILTER SOCK TO EXISTING/NEW CONCRETE CURB & GUTTER TO MAKE SURE RUNOFF CANNOT UNDERMINE THE FILTER SOCK.

Maintenance Requirements:

1. INSPECT COMPOST FILTER SOCKS AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF THE HEIGHT OF THE FILTER SOCK AND AS NECESSARY TO PROVIDE ADEQUATE FLOW FOR THE NEXT RAINFALL EVENT. REMOVE DEBRIS FROM THE FILTER SOCK. IF THE COMPOST FILTER SOCK BECOMES TOO SATURATED WITH SEDIMENT OR DEBRIS AND REMOVAL IS NOT POSSIBLE, IT SHALL BE REPLACED.
3. COMPOST FILTER SOCKS SHALL BE REPLACED IF THEY ARE CLOGGED OR TORN.
4. CHECK STABILITY OF SANDBAGS AND REINSTALL FILTER SOCK IF THEY BECOME DISLODGED OR UNDERMINED. REPLACE ANY DAMAGED SANDBAGS IMMEDIATELY.



HARDWARE CLOTH & GRAVEL INLET PROTECTION

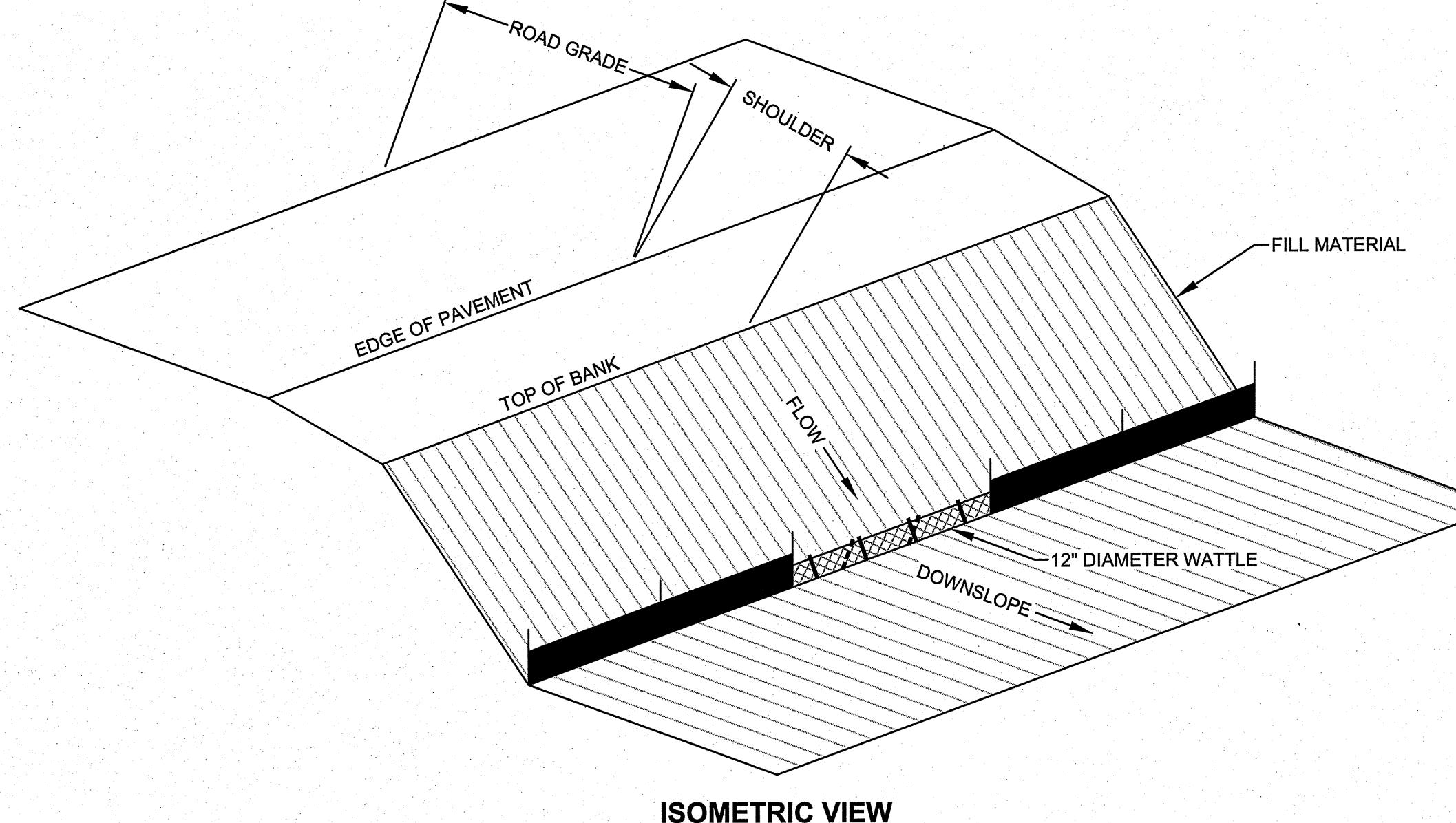
NOT TO SCALE

NOTES:

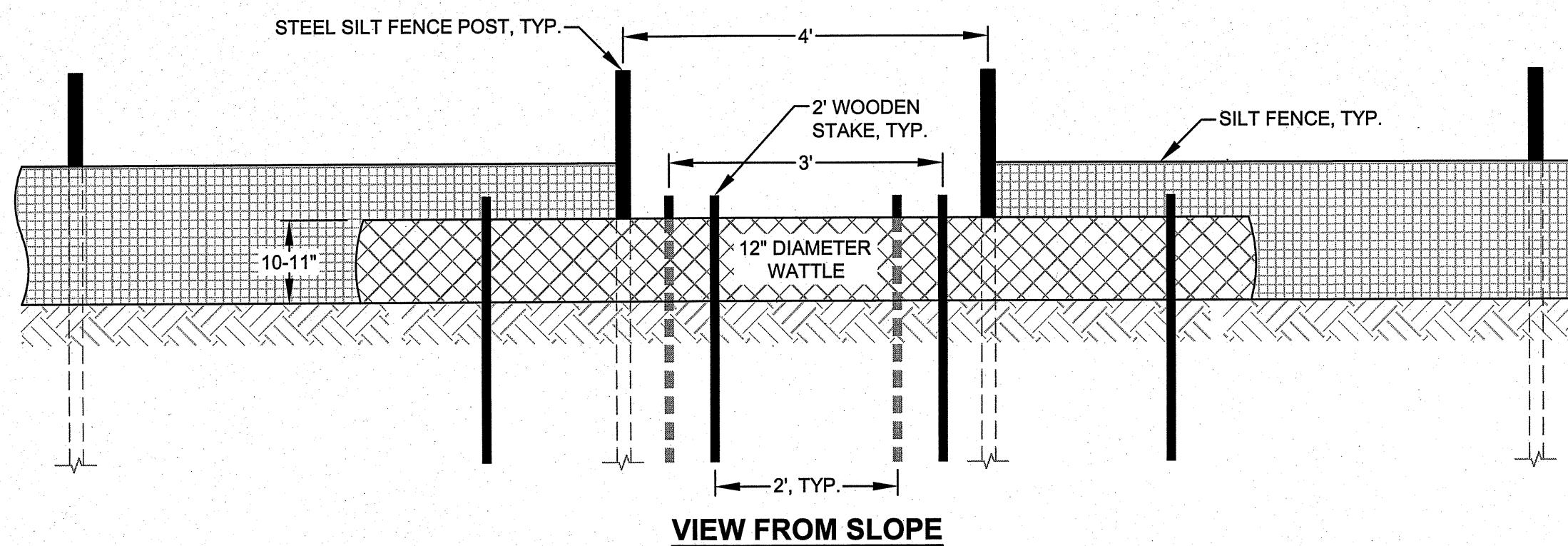
1. DRIVE 5-FOOT STEEL POSTS 2 FEET INTO THE GROUND SURROUNDING THE INLET. SPACE POSTS EVENLY AROUND THE PERIMETER OF THE INLET, A MAXIMUM OF 4 FEET APART.
2. SURROUND THE POSTS WITH WIRE MESH HARDWARE CLOTH. SECURE THE MESH TO THE STEEL POSTS AT THE TOP, MIDDLE AND BOTTOM, PLACING A 2-FOOT FLAP OF WIRE MESH UNDER THE GRAVEL FOR ANCHORING IS RECOMMENDED.
3. PLACE CLEAN GRAVEL (NC DOT NO. 5 OR NO. 57 STONE) ON A 2:1 SLOPE TO A HEIGHT OF 16" AROUND THE WIRE MESH AND SMOOTH TO AN EVEN GRADE.
4. ONCE THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE ACCUMULATED SEDIMENT AND ESTABLISH FINAL GRADING ELEVATIONS.
5. COMPACT THE AREA PROPERLY AND STABILIZE IT WITH GROUND COVER.

Maintenance Requirements:

1. INSPECT HARDWARE CLOTH & GRAVEL INLET PROTECTION AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAINFALL EVENT OF 1 INCH OR GREATER IN 24 HOURS. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
2. SHOULD THE WIRE MESH HARDWARE CLOTH COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT IMMEDIATELY.
3. CLEAR THE WIRE MESH HARDWARE CLOTH OF ANY DEBRIS TO PROVIDE ADEQUATE FLOW FOR THE NEXT RAINFALL EVENT.
4. REMOVE ACCUMULATED SEDIMENT WHEN IT REACHES ONE-HALF OF THE HARDWARE CLOTH HEIGHT AND AS NECESSARY TO PROVIDE ADEQUATE FLOW FOR THE NEXT RAINFALL EVENT. TAKE CARE TO NOT DAMAGE OR UNDERMINE THE WIRE MESH DURING SEDIMENT REMOVAL.
5. REPLACE WASHED STONE AS NECESSARY.

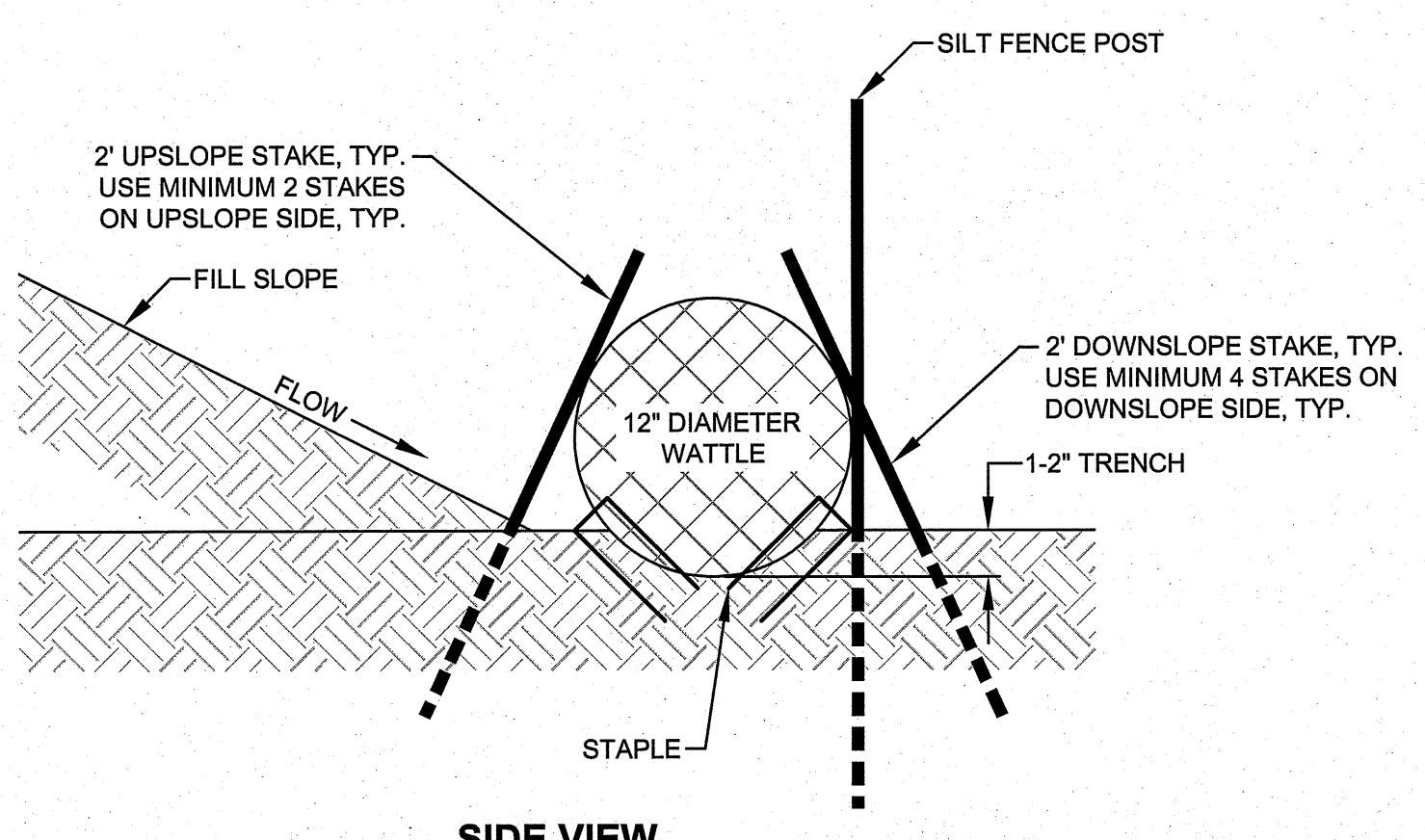


ISOMETRIC VIEW



SILT FENCE WATTLE BREAK

NOT TO SCALE



SIDE VIEW

GROUND STABILIZATION TIMEFRAMES

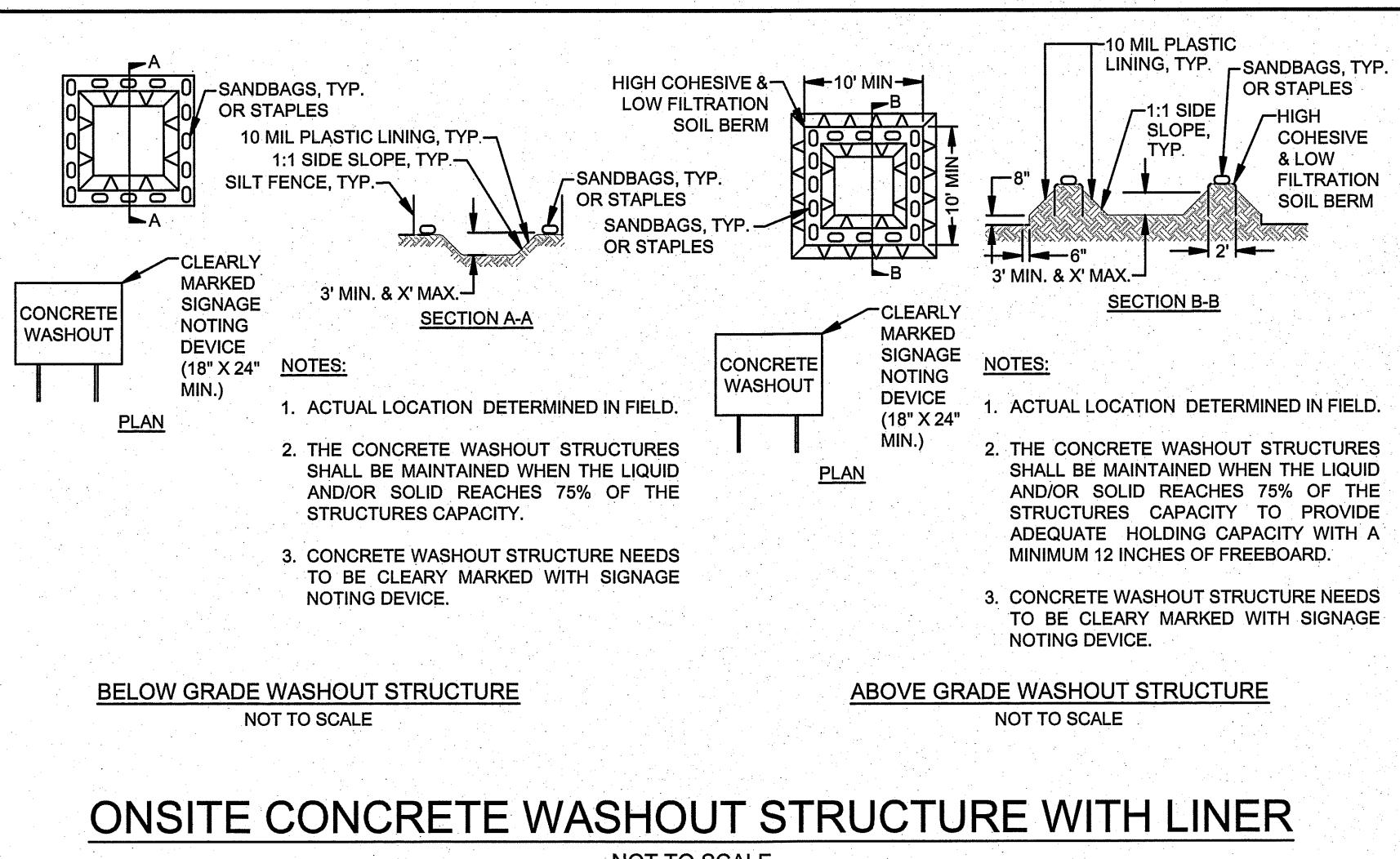
| Required Ground Stabilization Timeframes | | |
|--|---|---|
| Site Area Description | Stabilize within this many calendar days after ceasing land disturbance | Timeframe variations |
| (a) Perimeter dikes, swales, ditches, and perimeter slopes | 7 | None |
| (b) High Quality Water (HQW) Zones | 7 | None |
| (c) Slopes steeper than 3:1 | 7 | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed |
| (d) Slopes 3:1 to 4:1 | 14 | -7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed |
| (e) Areas with slopes flatter than 4:1 | 14 | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope |

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

| Temporary Stabilization | Permanent Stabilization |
|---|--|
| • Temporary grass seed covered with straw or other mulches and tackifiers | • Permanent grass seed covered with straw or other mulches and tackifiers |
| • Hydroseeding | • Geotextile fabrics such as permanent soil reinforcement matting |
| • Rolled erosion control products with or without temporary grass seed | • Hydroseeding |
| • Appropriately applied straw or other mulch | • Shrubs or other permanent plantings covered with mulch |
| • Plastic sheeting | • Uniform and evenly distributed ground cover sufficient to restrain erosion |
| | • Structural methods such as concrete, asphalt or retaining walls |
| | • Rolled erosion control products with grass seed |



ONSITE CONCRETE WASHOUT STRUCTURE WITH LINER

NOT TO SCALE

ABOVE GRADE WASHOUT STRUCTURE

NOT TO SCALE

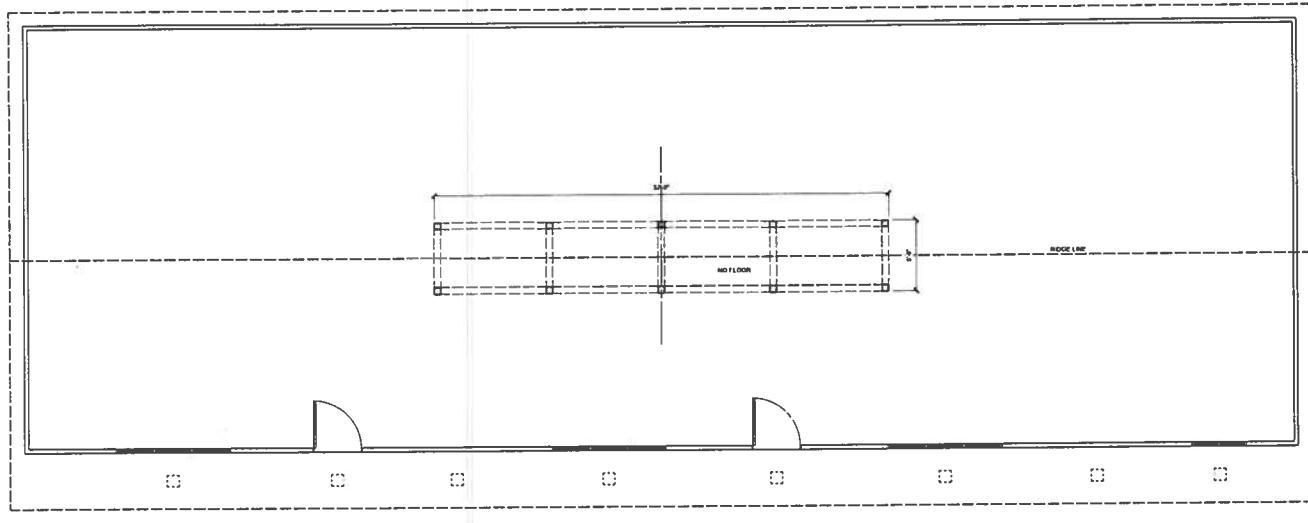
1. ACTUAL LOCATION DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.
4. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

BELOW GRADE WASHOUT STRUCTURE

NOT TO SCALE

1. ACTUAL LOCATION DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.
3. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.
4. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

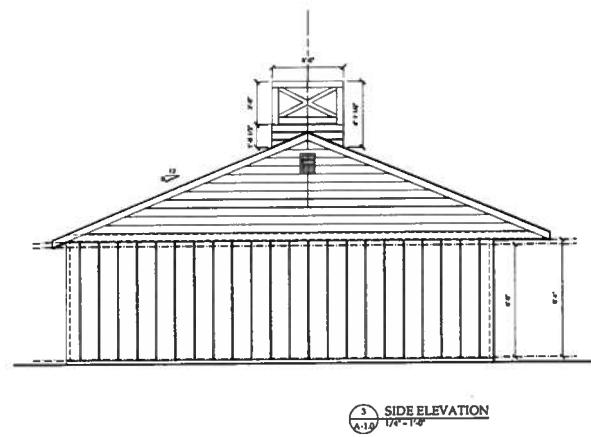
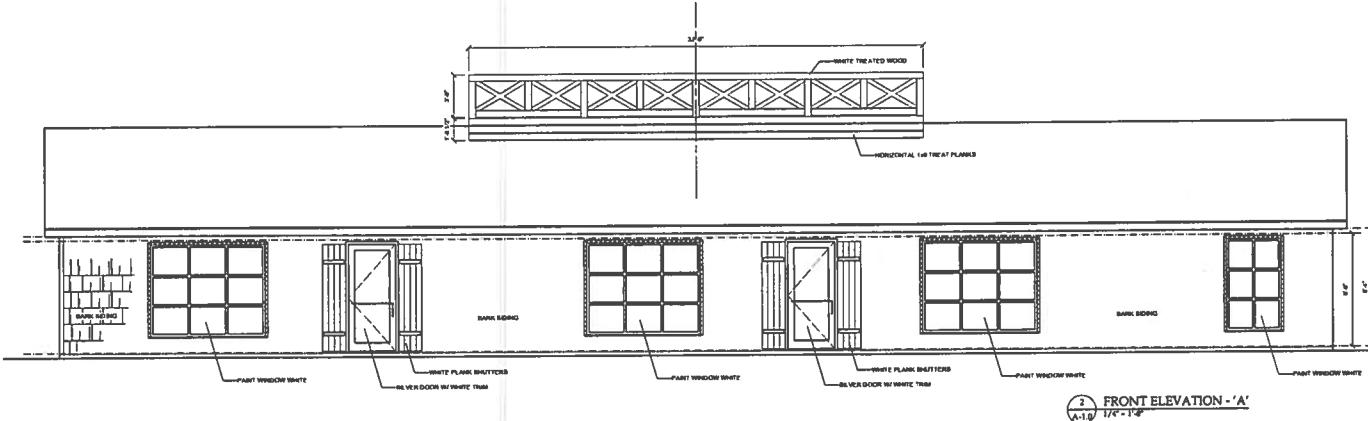
PRELIMINARY
 FOR REGULATORY REVIEW ONLY



Meyer | Greson | Paullin | Benson
ARCHITECTURE | INTERIOR DESIGN

2013-05-10 10:45:20 2013-05-10 10:45:20

**Anne Furr
Store Front
Blowing Rock, North Carolina**



2
1/4" - 1'-0"

| NOT FOR CONSTRUCTION | |
|------------------------------|------------|
| Store Front Plan & Elevation | Revisions: |
| 16 July 2020 | |
| SG: qh | |
| 20277 | |
| | A-1.0 |

Copyright © 2000 Meyer Greson Paullin Benson Architects/Planners/Designers
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otherwise without the written consent of the firm. It is not to be used for any purpose other than the construction of the
structure for which it was prepared. The architect is responsible for the design of the structure and the
construction of the structure is the responsibility of the contractor.

Elevations are illustrative and variations to design elements may occur. Windows walk shown will not be constructed as part of this project.



Watauga County Auditor



March 9, 2023

1:892

0 0.01 0.02 0.03 0.04 mi
0 0.02 0.04 0.06 0.07 km

TO: Mayor Charlie Sellers and Blowing Rock Town Council
FROM: Kevin Rothrock, Planning Director
SUBJECT: Townhouse Development Definitions – Options
DATE: April 6, 2023

The attached draft ordinance provides some optional language to the definitions of “townhouse” and “townhouse development”. Rather than having to create a homeowner’s or property owner’s association to establish common area or maintenance responsibilities, a recorded agreement between parties will satisfy the requirements if an HOA or POA is unnecessary.

AN ORDINANCE TO REVISE THE TOWN OF BLOWING ROCK LAND USE CODE DEFINITIONS OF TOWNHOUSE AND TOWNHOUSE DEVELOPMENT

WHEREAS, the Land Use Code defines “townhouse” and “townhouse development” and specifies how building setbacks, minimum lot sizes and common areas are handled; and

WHEREAS, there are some unique situations in townhouse development where the establishment of a homeowner’s or property owner’s association is unnecessary, but where a recorded legal agreement on maintenance and control of common areas is sufficient; and

WHEREAS, the Board of Commissioners agree that this ordinance amendment is reasonable and consistent with the 2014 Comprehensive Plan Update and helps to promote the health, safety, and general welfare of the citizens of the Town of Blowing Rock.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Blowing Rock, North Carolina, that:

Section 1. **Section 16-2.2 General Definitions** of the Land Use Code of the Town of Blowing Rock is hereby amended to read as set forth herein.

“Townhouse. A unit in a non-vertically attached, multi-unit complex where the owner of the unit owns in severalty both the unit (including the entire physical structure) and the land on which the unit rests. The common areas are owned by the unit owners' association, or an agreement among the owners is executed and recorded in the Register of Deeds which governs maintenance and control of common areas.

Townhouse development. A development of a zoning lot that consists of two (2) or more attached dwelling units or buildings and appurtenances, each of which is located on its own individual lot, plus land developed and designated for the common use and benefit of the occupants of the townhouse lots, provided an entity is designated to be legally responsible for maintenance and control of the common land areas; or the unit owners execute and record in the Register of Deeds an agreement governing maintenance and control of any areas outside the boundaries of their townhouse units. The individual lots within a townhouse development shall not be required to meet the building setback requirements, minimum lot sizes, or minimum lot widths as specified in Article 12, provided the overall zoning lot containing the townhouse development meets such standards.”

Section 2. **Severability; Conflict of Laws.** If this ordinance or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to that end, the

provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance shall be effective upon being signed by the Mayor and Town Clerk.

Adopted this the _____ day of _____, 2023.

TOWN OF BLOWING ROCK

Charlie Sellers, Mayor

ATTEST:

Hilari H. Hubner, Town Clerk

Blowing Rock History Day

To honor Blowing Rock's rich and colorful history, and to celebrate our newest community attraction, "The Blowing Rock History Walk", the Town Council has named June 1, 2023 "Blowing Rock History Day". The attractive and engaging History Walk is dedicated to our community and is a public, private partnership between the Town of Blowing Rock, The Blowing Rock Historical Society, and the Village Foundation of Blowing Rock.

On the afternoon of June 1, the Chamber of Commerce will conduct a ribbon cutting to officially open the History Walk. It will be followed by a celebration sponsored by the Blowing Rock Historical Society in the American Legion building.

Our community is encouraged to come to the afternoon events to meet the people responsible for this wonderful new heritage attraction and to see the history narratives on each of the 21 history stations located on Laurel Lane and around the lake in Broyhill Park. Each of the eleven stations in the park also have seating so everyone can enjoy the beautiful, peaceful park and its lake while learning about our history.

April 6, 2023

Mr. Shane Fox
Town Manager
Town of Blowing Rock
Post Office Box 47
Blowing Rock, North Carolina 28605

RE: Award Recommendation
Memorial Park Improvements
Town of Blowing Rock, North Carolina

Dear Mr. Fox:

After having an insufficient number of bids at the original bid opening, one (1) bid was received on February 21, 2023 for the Memorial Park Improvements Re-Bid. Greene Construction, Inc. was the lowest responsive, responsible bidder with a total base bid amount of \$2,984,483.88

Given the extent that this bid was over budget, we had discussed considering separating out the restroom improvements from the remaining portion of the work. Discussions with PARTF representatives have indicated that constructing the project in sections would be acceptable. At the March Town Council meeting direction was given to attempt to negotiate with Greene Construction to complete only the restroom improvements at this time. After several discussions with Greene and pricing indications, we have concluded that it would be in the Town's best interest to reject the bid received and proceed with rebidding the restroom portion of the Memorial Park project.

If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.


DOUGLAS CHAPMAN, PE
Vice President – Regional Office Manager