



Town of Blowing Rock

Board of Commissioners Meeting

Date: Tuesday, May 14, 2024, 6:00 p.m.

Location: 1036 Main Street, Blowing Rock, NC 28605

Agenda

Item	Topic	Presenter and Participants
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. April 9, 2024 – Regular and Closed Session Meeting Minutes OATH OF OFFICE – Manager Shane Fox REGULAR AGENDA ADOPTION	Mayor & Council Town Clerk Hilari Hubner Mayor & Council
IV.	CONSENT AGENDA: 1. 2024-2025 Audit Contact 2. Main Street Project Ordinance 3. ARPA Project Ordinance 4. Budget Amendment - #2024-22	Mayor & Council
VI.	PUBLIC COMMENTS <i>Comments shall be limited to three (3) minutes</i>	
VII.	PUBLIC HEARTING: 1. SUP – Arbor Village	Zoning Enforcement Officer Brian Johnson
VIII.	REGULAR AGENDA: 1. PLARB – Board Member Vacancy	Manager Shane Fox

IX.	<p>OFFICIALS REPORTS & COMMENTS:</p> <ol style="list-style-type: none"> 1. Mayor 2. Council Members 3. Town Attorney 4. Town Manager 	
X.	<p>CLOSED SESSION -- NCGS 143-318.11. (a)(3) – <i>Attorney/Client privilege</i></p>	
XI.	<p>ADJOURNMENT/RECESS...<i>Mayor Charles Sellers entertains a motion and second to adjourn or recess the meeting.</i></p>	

DRAFT
MINUTES
Town of Blowing Rock
Town Council Meeting
April 9, 2024

The Town of Blowing Rock Town Council met for their regular monthly meeting on Tuesday, April 9, 2024, 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 and Council Members Cat Perry, David Harwood, Melissa Pickett and Pete Gherini. Mayor Pro-Tem Matheson was unable to attend the meeting. Others in attendance were Interim Town Manager Kevin Rothrock, Town Attorney Tucker Deal, Town Engineer Jared Wright, Interim Planning Director Brian Johnson, Parks and Recreation Director Jennifer Brown, Landscape Director Cory Cathcart, IT Director Thomas Steele, Finance Director Tasha Brown and Town Clerk Hilari Hubner.

CALL TO ORDER

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

THE PLEDGE OF ALLEGIANCE

MINUTE APPROVAL

Council Member Gherini made the motion to approve the minutes from the March 12, 2024, regular and closed session meetings, seconded by Council Member Pickett. Unanimously approved.

REGULAR AGENDA ADOPTION

Council Member Harwood made a motion to approve the regular meeting agenda as presented, seconded by Council Member Pickett. Unanimously approved.

CONSENT AGENDA

1. Budget Amendment
2. Fireworks Approval
3. Special Events Request – BRS Rocket Run
4. Special Events Request – Summer Kick-Off
5. Special Events Request – Cornhole Tournament
6. ARPA Policies

Council Member Perry made a motion to approve the consent agenda as presented, seconded by Council Member Harwood. Unanimously approved.

SPEAKERS FROM THE FLOOR

Cecil Stallard 623 Green Hill Circle – Questions about the possibility of a tower being reconsidered for Green Hill Circle.

Mayor Sellers explained currently nothing has been brought to Council and if anything were to be brought before Council a Public meeting would be scheduled.

REGULAR AGENDA

1. Instating a High-Country Poet Laureat- Resolution of Support

Amber Bateman and Hilda Downter presented to Town Council a proposal to Instate a High Country Poet Laureate to serve Watauga and Ashe Counties and asked for a adopted resolution of support.

Council Member Harwood commented that he thought it was a wonderful idea.

Council Member Perry made a motion to approve the resolution of support, seconded by Council Member Harwood. Unanimously approved.

Mayor Sellers read the resolution.

OFFICIAL REPORTS & COMMENTS

- Mayor Sellers extended his condolences to Mayor Pro-Tem Matheson and his family upon the death of his father-in-law, thanked County Commissioner Todd Castle for attending the meeting, thanked department heads and staff for all their hard work.
- Council Member Perry – Nothing
- Council Member Harwood – Nothing
- Council Member Pickett – Nothing
- Council Member Gherini asked for an update on the flashing light on Sunset for school traffic, stated the post office has a new manager who will be adding additional signage and enforcing parking, received an email from an attorney asking about the Town's liability with no railings on the steps by the American Legion, the Boone Chamber and the Economic Development held a symposium on childcare which went very well and was well received.
- Mayor Sellers – Asked staff to check on the hand rails because it was discussed in the past.
- Interim Police Chief Nathan Kirk explained the lights for the school crossing are working, but not working well. There isn't power in that location, so it makes the lights a little tricky. Some of the things he has implemented to help with school traffic safety is a pedestrian sign that has "school" on the top as well as have an officer present in the morning and in the afternoons. Hoping the sign will bring awareness if at anytime an officer was unable to be present.
- Town Attorney Tucker Deal – Nothing
- Town Engineer Jared Wright gave an update on the Main Street Water/Sewer project. 5 more months remaining in the contract, the contractor is on schedule, approximately two (2) weeks remaining on the North Main full road closure. Crews will move to Main Street working Morris Street to Maple Street and should do the work fairly quickly. He commented Iron Mountain is a great contractor and

is providing great work.

- Interim Manager Kevin Rothrock reported Mayor and staff had a meeting earlier in the day with the Governor's Hometown strong Team – topics discussed were housing, space needs, emergency communications, water/sewer rehab and expansion and water/sewer plant upgrades. Staff is working on right-of-way clearing throughout Town, Iron Mountain is doing a great job with the water and sewer work and has been very easy to work with, very responsive and attentive and additional trash can tops/lids have been ordered to replace old ones.

Council took a 10-minute recess before going into closed session.

EXECUTIVE SESSION

At 6:40 PM Council Member Perry made a motion to go into closed session, **NCGS 143-318.11.(A) (5) – Discussion of potential property acquisition**, seconded by Council Member Harwood. Unanimously approved.

ADJOURNMENT

At 7:00 p.m. Council returned to open session and with no further business, Council Member Perry made a motion to adjourn, seconded by Council Member Gherini. Unanimously approved.

MAYOR _____
Charlie Sellers, Mayor

ATTEST _____
Hilari Hubner, Town Clerk

Attachments

Resolution of Support – Poet Laureat – Attachment A



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: Tasha Brown, Finance Officer
Subject: Financial Audit Contract – Thompson, Price, Scott, Adams & Co, P.A.
Date: May 14, 2024

Attached please find for your consideration a contract with Thompson, Price, Scott, Adams & Co, P.A. for the FY 2024 audit. The contract fee for this year will not exceed \$28,500. This is our third year with TPSA, and the proposed annual fee has increased \$2,000 over the previous year.

The	Governing Board
TOWN COUNCIL	
of	Primary Government Unit
TOWN OF BLOWING ROCK	
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Auditor Address	
1626 S MADISON STREET, WHITEVILLE, NC 28472	

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/24	10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12- .14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Tasha Brown	Finance Officer / Blowing Rock	tbrown@tobr.us

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	TOWN OF BLOWING ROCK	
Audit Fee (financial and compliance if applicable)	\$ 24,500	
Fee per Major Program (if not included above)	\$	
Additional Fees Not Included Above (if applicable):		
Financial Statement Preparation (incl. notes and RSI)	\$ 4,000	
All Other Non-Attest Services	\$	
TOTAL AMOUNT NOT TO EXCEED	\$	28,500

Discretely Presented Component Unit	N/A	
Audit Fee (financial and compliance if applicable)	\$	
Fee per Major Program (if not included above)	\$	
Additional Fees Not Included Above (if applicable):		
Financial Statement Preparation (incl. notes and RSI)	\$	
All Other Non-Attest Services	\$	
TOTAL AMOUNT NOT TO EXCEED	\$	

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature* 
Date* 04/25/24	Email Address* alanthompson@tpsapcas.com

GOVERNMENTAL UNIT

Governmental Unit* TOWN OF BLOWING ROCK	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	 Signature*
Date	 Email Address*

 SIGN HERE

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address



GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 28,500
Primary Governmental Unit Finance Officer* (typed or printed) TASHA BROWN	Signature*
Date of Pre-Audit Certificate*	 Email Address* tbrown@tobr.us

 SIGN HERE



Thompson, Price, Scott, Adams & Co, P.A.

P.O. Box 398

1626 S Madison Street

Whiteville, NC 28472

Telephone (910) 642-2109

Fax (910) 642-5958

Alan W. Thompson, CPA

R. Bryon Scott, CPA

Gregory S. Adams, CPA

April 25, 2024

Town of Blowing Rock
PO Box 47
1036 Main St
Blowing Rock, NC 28605

We are pleased to confirm our understanding of the services we are to provide the Town of Blowing Rock for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Blowing Rock as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Blowing Rock's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Blowing Rock's RSI in accordance with auditing standards generally accepted in the United States of America (GAAP). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Proportionate Share of the Net Pension Liability (Asset) and Contributions – LGERS
3. Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance
4. Schedule of Changes in the Total OPEB Liability and Related Ratios
5. Schedule of the Proportionate Share of Net OPEB Liability and Contributions – Retiree Health Benefit Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Blowing Rock' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Combining and Individual Fund Statements, Budgetary Schedules, and Other Schedules

Members

American Institute of CPAs - N.C. Association of CPAs – AICPA's Private Companies Practice Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Blowing Rock and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimated made by management. We will also evaluate the overall presentation of the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmission, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and

certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguard to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Blowing Rock' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand our responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of

which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Blowing Rock in conformity with U.S. generally accepted accounting principles based on information provided by you. We may also assist in preparing year-end cash to accrual entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide, to include making any adjusting journal entries. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to requesting Regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign them. We expect to begin our audit on approximately June 1, 2024 and to issue our reports no later than October 31, 2024, with final copies being provided to the Town upon approval by the Local Government Commission.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,500. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Town. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be

obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

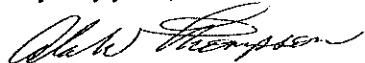
Reporting

We will issue a written report upon completion of our audit of the Town of Blowing Rock' financial statements. We will make reference to the Component Auditor's audit of the Town of Blowing Rock ABC Board and the Town of Blowing Rock Tourism Development Authority. Our report will be addressed to the Mayor and Town Council of the Town of Blowing Rock. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section or add emphasis-of-matter or other-matter paragraphs, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Blowing Rock is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Blowing Rock and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Alan W. Thompson

Thompson, Price, Scott, Adams & Co, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Blowing Rock.

Management Signature: _____

 SIGN HERE

Title: _____ 

Date: _____ 

Governance Signature: _____

 SIGN HERE

Title: _____ 

Date: _____ 

CC: Mayor and Town Council



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: Tasha Brown, Finance Officer
Subject: Capital Project Ordinance # 2024-01
Date: May 14, 2024

Attached please find for your consideration a Capital Project Ordinance for the Main Street Water/Sewer Line Replacement Project.

Main Street Water/Sewer Line Replacement Project
Capital Project Ordinance
Ordinance #2024-01

BE IT ORDAINED by the Governing Board of the Town of Blowing Rock, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorizes the replacement of the Water and Sewer Lines along Main St. financed by NC General Assembly's allocation of American Rescue Plan (ARP) funds (\$4,800,000).

Section 2. The Town Manager of The Town of Blowing Rock is hereby directed to proceed with the capital project within the terms of the grant regulations and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Construction	\$3,715,100
Construction Contingency	371,500
Preliminary Engineering	336,000
Construction Admin – Engineering	377,400
<u>\$4,800,000</u>	

Section 4. The following revenues are anticipated to be available to complete this project:

NC General Assembly American Rescue Plan (ARP) Funds	\$4,800,000
<u>\$4,800,000</u>	

Section 5. The Finance Officer is hereby directed to maintain within the General Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agencies, the grant agreements, and federal regulations.

Section 6. Funds may be advanced from the General Capital Fund for the purpose of making payments as due. Reimbursements requested should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and the Finance Officer for direction in carrying out this project.

Adopted this 14th day of May 2024.

Charles Sellers, Mayor

Hilari Hubner, Town Clerk



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: Tasha Brown, Finance Officer
Subject: Amendment: Grant Project Ordinance ARP Funds
Date: May 14, 2024

Attached please find for your consideration an amended Grant Project Ordinance for ARP (American Rescue Plan) Funds. This amendment appropriates all ARP Funds as listed.

AMENDMENT: Grant Project Ordinance
for The Town of Blowing Rock American Rescue Plan Act of 2021: Coronavirus State and Local
Fiscal Recovery Funds

BE IT ORDAINED by the Town Council of The Town of Blowing Rock, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Blowing Rock's total allocation is \$421,955.42. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The following amounts are appropriated for the project(s) and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of ARP/CSLRF Funds	General Fund	Sewer Fund
	Purchase of Pressure Reducing Valves (PRV)	6.1	\$152,385.00		
	Salaries from the following department: Law Enforcement, from July 1, 2021-June 30, 2022	6.1	\$269,570.42		
	Total		\$421,955.42		

Section 3: The following revenues are anticipated to be available to complete the project(s):

ARP/CSLRF Funds: \$421,955.42
Total: \$421,955.42

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the Blowing Rock Town Council on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Blowing Rock Town Council.

Section 7: This grant project ordinance is effective as of March 3, 2021, and expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the Town of Blowing Rock, whichever occurs sooner.

The Blowing Rock Town Council adopted this amended ARP Grant Project Ordinance on this 14th day of May 2024



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: Tasha Brown, Finance Officer
Subject: Budget Amendment Ordinance to Account for Various Items
(Ordinance #2024-22)
Date: May 14, 2024

Enclosed please find a Budget Amendment Ordinance for the fiscal year 2023-2024 for your consideration.

Section 1 (General Fund) allocates funding as follows:

- Allocates fund balance (\$929.32) towards the payment of unexpected payroll tax. This allocation has been directed towards Misc. – C Govt.

Section 2 (General Fund) allocates funding as follows:

- Allocates funds (\$160) donated by the Blowing Rock Garden Club towards the purchase of mulch. This allocation has been directed towards Materials/Supplies Grounds - Landscaping.

Section 3 (General Fund) allocates funding as follows:

- Allocates fund balance (\$2,100) to cover classes/conferences attended. This allocation has been directed towards Travel/Development – Gov. Board.

Section 4 (General Fund) allocates funding as follows:

- Allocates funds from fund balance (\$17,500) to cover the cost of two full length handrails for the rock stairs at the American Legion building. This allocation has been directed towards Maintenance/Repair Grounds – Landscaping.

Section 5 (General Fund) allocates funding as follows:

- Allocates funds from fund balance (\$16,656) to cover the cost of stormwater drainage repairs. This allocation has been directed towards Stormwater Repairs – Street.
-

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 April 2024:

- Internal Budget Adjustment Request # 2024-16 – Central Govt. (\$2,000) moved funds from GF Engineering Services to Employee Recognition/Development – Central Govt.
- Internal Budget Adjustment Request # 2024-17 – P&I (\$2,500) moved funds from Contracted Services – P&I to Materials/Supplies – P&I.

- Internal Budget Amendment Request #2024-18 – Police (\$1,037.76) moved funds from Uniforms – Police to Capital Outlay – Police.
- Internal Budget Amendment Request #2024-19 – Public Bldgs. (\$2,000) moved funds from Contracted Cleaning Services – Public Bldgs. to Museum Expense – Public Bldgs.
- Internal Budget Amendment Request # 2024-20 – Admin. (\$800) moved funds from Printing – Admin. To Employee Development – Admin.
- Internal Budget Amendment Request # 2024-21 – Sanitation (\$2,774.60) moved funds from Diesel/Gasoline – Sanitation to Materials/Supplies – Sanitation.

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, 2024:

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

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-4200-057 Miscellaneous	\$ 73,254	\$ -	\$ 929	\$ 74,183

This will result in a net increase of \$929 in the appropriations of the General Fund. As a result, the following revenue will be increased.

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-3400-399 Fund Balance Appropriated	\$ 432,950	\$ -	\$ 929	\$ 433,879

Section 2. To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-80-6500-033 Materials/Supplies - Grounds	\$ 32,690	\$ -	\$ 160	\$ 32,850

This will result in a net increase of \$160 in the appropriations of the General Fund. As a result, the following revenue will be increased.

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-3400-358 Donations	\$ -	\$ -	\$ 160	\$ 160

Section 3. To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-4110-014 Travel/Development - Governing Board	\$ 8,000	\$ -	\$ 2,100	\$ 10,100

This will result in a net increase of \$2,100 in the appropriations of the General Fund. As a result, the following revenue will be increased.

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-3400-399 Fund Balance Appropriated	\$ 432,950	\$ -	\$ 2,100	\$ 435,050

Section 4. To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-3400-399 Fund Balance Appropriated	\$ 432,950	\$ -	\$ 17,500	\$ 450,450

This will result in a net increase of \$17,500 in the appropriations of the General Fund. As a result, the following revenue will be increased.

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-80-6500-015 Maintenance/Repair Grounds	\$ 15,000	\$ -	\$ 17,500	\$ 32,500

Section 5. To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-20-4500-355 Stormwater Repairs	\$ -	\$ -	\$ 16,656	\$ 16,656

This will result in a net increase of \$16,656 in the appropriations of the General Fund. As a result, the following revenue will be increased.

<u>Acct. No.</u>	<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
10-00-3400-399 Fund Balance Appropriated	\$ -	\$ -	\$ 16,656	\$ 16,656

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 14th day of May 2024.

Attested by: _____ Charles Sellers, Mayor

_____ Hilari Hubner, Town Clerk

TO: Mayor Charlie Sellers and the Blowing Rock Town Council

FROM: Brian Johnson, Zoning Enforcement Officer

SUBJECT: SUP 2024-01 Arbor Village

APPLICANT: Cash Custom Homes, LLC – Josh Cash

DATE: May 14, 2024

REQUEST

Cash Custom Homes, LLC is requesting a Special Use Permit for a Multi-Family project with (4) two-family buildings, (8 units total) that will contain 3 bedrooms in each unit on Highway 321 generally located between Samaritans Purse and Chetola. The 1.367-acre subject property is zoned GB, General Business, and is located in the WS-IV water supply watershed. A right-in/right-out drive entrance off Highway 321 will provide access to the property, including proposed parking off Main Street. The property is further identified by Watauga County PIN 2817-18-1972-000.

SITE PLAN

The subject property is a 1.367-acre tract located between Highway 321 and Main Street. With the property located in the water supply watershed, the maximum allowable units is 7 units (5 units per acre). The project as proposed is 8 units with 3 bedrooms per unit.

The maximum allowable built upon area is 24%. The project as proposed is under the maximum allowable 24% built-upon area.

BUILDING HEIGHT

The proposed building height is 31 feet with a 7:12 roof pitch. The main building entrance is along Valley Blvd.

PARKING

The project requires 2 ½ spaces for each unit with three or more bedrooms, plus 1 additional space for every four units in the development. The standard minimum parking for this multi-family use is 21 parking spaces. However, the applicant would like to be able to rent the units short-term.

Short-term rentals require 1 space for each bedroom to be rented.

3 bedrooms per unit x 8 units

Minimum required parking for short-term rental: 24 parking spaces

The applicant has provided 24 parking spaces.

DRIVE ACCESS

A right-in/right-out access drive entrance off Valley Blvd will provide access to the property. The driveway configurations shall be designed to meet any criteria set forth by NCDOT after their final review, consistent with the approved driveway permit.

SIDEWALKS

The applicant is required to provide a sidewalk, with curb and gutter along Main Street. Once complete the sidewalk will be accepted and maintained by the Town.

STORMWATER MANAGEMENT

Stormwater detention is designed for the increased runoff from the proposed parking areas and structures. The plans indicate an underground system with access and maintenance easements in place for continued maintenance through a property owner's association. A preliminary review of the proposed stormwater system has been provided. A complete review of the stormwater system will be provided during the final review of plans.

WATER AND SEWER UTILITIES

Water and Sewer service is being requested to access existing service lines along Main Street below the property. Access and maintenance for the utilities will be a common area maintained by the Homeowner's Association.

APPEARANCE

The applicant has provided building elevations (Attached) but has indicated they will provide materials and darker colors compatible with the Valley Blvd corridor and nature blending than the white color palette currently shown. Attached for review are examples of the colors and materials that will be considered.

RETAINING WALLS

Land Use Ordinance Section 16-11.2.1[b] limits retaining walls to a maximum height of 12 feet. The plans show three (3) separate walls at 12 feet, however, a series of walls collectively exceeds 12 feet totaling 31 feet at the highest points at the North end of the property. The applicant has provided an 8 foot space between the 3 walls for landscape buffering.

Applicant must provide materials and colors of retaining walls for approval. The materials and color must be consistent with natural rock material.

The applicant will need to provide verification from NC Department of Transportation that construction of retaining walls and fill is acceptable adjacent to the existing NCDOT Hwy 321 retaining walls.

TREE PRESERVATION

- A 30" Maple will be damaged below Unit 2 by the installation of the utilities. Land Use Ordinance Section 16-22.15.2 requires the developer to preserve healthy historic trees 30" in diameter and greater with drip lines outside the building footprint and no disturbance within 12.5 feet of the trunk. The Town

Council through the Special Use process shall approve the removal of healthy historic trees on commercial property.

While the project remains under the 24% impervious built-upon area, the request to allow the 1 additional unit, will require additional tree and vegetation removal and more retaining walls, especially at the North end of the property.

The area of proposed parking off Main Street below will also require additional vegetation removal due to grading.

LANDSCAPING

The project will provide landscape buffering along the outer property lines and adjacent properties with a Type "A" Opaque landscape buffer.

A semi-opaque buffer will be required along Highway 321 and Main Street. The screen or barrier may consist of trees, plants, earthen berms, fences, walls, or any combination thereof. Existing vegetation may be assessed and used if sufficient. Staff recommends a combination where feasible.

A complete landscape plan must be submitted for final approval.

LIGHTING

A lighting plan must be submitted meeting the requirements of Land Use Ordinance Section 16-21.8. The project should utilize the LED coach lights used along Valley Blvd.

EROSION CONTROL

An Erosion Control Plan will need to be submitted with the Construction Plans.

PLANNING BOARD RECOMMENDATIONS

At their meeting on April 18, 2024, the Planning Board recommended approval of the project allowing 8 units total instead of 7 units and the retaining walls.

The board recommended the following conditions:

1. Allow the retaining walls with additional conditions of substantial landscaping and screening to the buffers of the North and South end property lines.
2. Encourage the applicant to look at varying the distances and heights of the retaining walls as long as the bottom wall does not move any closer to Main Street.
3. Encourage the applicant to replace the Arborvitae with something native to the area.
4. Replace the asphalt paving with gravel on the lower parking area.
5. No lighting on the walkway from the parking area to the back of the units unless necessary to protect the neighbors.
6. Allow the neighbors to have input on the South landscape buffer.

REQUESTED WAIVERS

1. The applicant is requesting a waiver to Section 16-12.2 to allow 8 units vs the maximum allowable 7 units.

Section 16-12.8. Flexibility in Applying the Standards Contained in this Article (Article 12).

With respect to developments or projects that require a Special Use Permit, the Board of Commissioners may permit deviations from the strict requirements of this Article if it concludes, based upon the information submitted at the hearing, that the project or development with the approved deviations:

- a) Will not materially endanger the public health or safety;
- b) Will not substantially injure the value of adjoining or abutting property;
- c) Will be in harmony with the area in which it is to be located;
- d) Will be in general conformity with the master plan officially adopted by the board;
- e) Will be in substantial conformity with the intent of the regulations contained in this Article.

2. The applicant is requesting a waiver to Section 16-11.2.1(b), a deviation from the maximum 12-foot retaining wall height. The applicant has submitted a narrative of the request.

16-11.2.12. The Administrator may authorize deviations from the presumptive requirements for fence or wall design, placement, or height limitations whenever the Administrator finds that;

- 1) Such deviations are necessary because of particular characteristics or circumstances associated with a specific property or project;
- 2) Such deviations will not be detrimental to the public welfare or contrary to the intent of these regulations.

FINDINGS OF FACT

The burden of establishing these findings of fact shall lie upon the applicant. In addressing the issue of compatibility, as required in paragraph (3), above, the applicant must demonstrate compatibility with the particular neighborhood in which the development or use is to be located. The fact that a use is authorized as a special use within a zoning district classification shall not give rise to a presumption that such special use is compatible with other uses authorized in the zoning district.

16-4.10.3 Findings of Fact. No Special Use Permit shall be approved by the Board of Commissioner's unless each of the following findings is made.

Consistent with Section 16-4.10.3 of the Land Use Ordinance, the Board of Commissioners finds:

- a. The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.
- b. The use or development complies with all required regulations and standards of the Land Use Ordinance or with variances thereto, if any, and with all other applicable regulations.
- c. The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.
- d. The use or development will not substantially injure the value of adjoining or abutting property.
- e. The use or development conforms with the general plans for the physical development of the Town as embodied in this Ordinance, the Town of Blowing Rock Comprehensive Plan, and any other duly adopted plans of the Town.

ATTACHMENTS

1. SUP Application
2. Draft SUP
3. Aerial vicinity map
4. Site plans
5. Building Elevations
6. Photos
7. Requested Waiver Narratives

TOWN OF BLOWING ROCK
APPLICATION FOR SPECIAL USE PERMIT

1. Applicant Name: Josh Cash for CASH Custom Homes, LLC

Address: 870 Hwy 105 Bypass Boone, NC 28607

Phone: 828-297-5353 Fax: N/A

2. Is Applicant a corporation? Yes No

If yes, list the name of the president of the corporation: _____

If yes, list the name of the secretary of the corporation: _____

3. Is Applicant a limited liability corporation (LLC)? Yes No

If yes, list the name of the manager of the corporation: _____

4. Is Applicant a partnership? Yes No

If yes, list the names of the partners: _____

5. Is Applicant a proprietorship? Yes No

If yes, list the name(s) of the proprietor(s): _____

6. Tax Parcel Number(s): 2817-18-1972-000

Owner(s) of Record: John M Wall

Deed Book and Page Number: 2233/163

7. Location of property: TBD Blowing Rock Blvd

8. Current zoning classification of subject property: GB

Proposed zoning classification of subject property, if applicable: N/A

TOWN OF BLOWING ROCK
APPLICATION FOR SPECIAL USE PERMIT

9. Is property located in protected watershed? Yes No

If yes, classification of protected watershed: Class IV Class II

10. Size of property: 1.367 acres or _____ square feet.

11. Gross floor area of existing buildings: 0 square feet.

Gross floor area of proposed buildings: 8,964 square feet

12. A Special Use Permit is requested for the following: 4 Two-family residences
in GB zoning

13. If single-family residential development:

Proposed name of subdivision: _____

Number of lots proposed to be created: _____

Is development proposed to be a "cluster development"? Yes No

Smallest lot: _____ square feet. Average lot: _____ square feet.

14. If multi-family residential development:

Proposed name of development:

Arbor Village

Number of one-bedroom units: _____ Number of two-bedroom units: _____

Number of three-bedroom units: 8 Number of four-bedroom units: _____

15. Percentage of impervious surface (if applicable): 21.5 %. (Note: impervious area calculations are not applicable to single family residential developments. The density in a single-family residential development located in a protected watershed area is limited to one unit per gross half acre.)

TOWN OF BLOWING ROCK
APPLICATION FOR SPECIAL USE PERMIT

Impervious Surface Area Calculations

The following calculations should also be shown on the site plan and preliminary subdivision plans. These calculations are essential in the consideration of the request for a Special Use Permit:

WATERSHED CALCULATIONS

		SF	Acres
A1	Area of Parcel:	59,536 sf	1.367 acres
A2	Area of Parcel Outside Watershed	-	-
A3	Net Area of Parcel Subject to Watershed:	59,536	1.367 acres
A4	Existing Impervious Inside Watershed Prior to 9/15/93	4,087 sf	0.094 acres
A5	Net Property Subject to Watershed:	55,449 sf	1.273 acres
A6	Allowable % Impervious in Watershed:	24.0%	
A7	Net Property Allowable Impervious:	13,308 sf	0.306 acres
A8	Impervious Area added after 9/15/93:	- sf	- acres
A9	Total Net Property Allowable Impervious:	13,308 sf	0.306 acres
A10	TOTAL ALLOWABLE IMPERVIOUS AREA (A2+A4+A9)	17,395 sf	0.399 acres
A11	TOTAL PROPOSED IMPERVIOUS AREA:	15,614 sf	0.358 acres
A12	TOTAL PROPOSED % IMPERVIOUS:		21.54%

16. Name of Engineer: Valor Engineering, PLLC

215 Boone Heights Drive Suite 107

Address: Boone, NC 28607 Phone: 828.262.9807

Name of Surveyor: Lewis N Cox, PLS

Address: PO Box 202 Toast, NC 27049 Phone: 276.236.0632

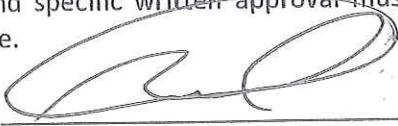
Name of Land Planner: _____

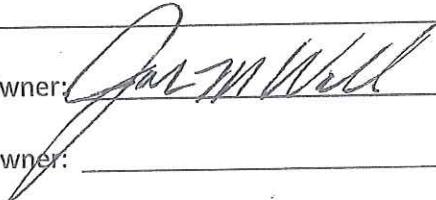
Address: _____ Phone: _____

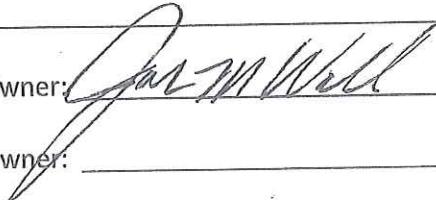
Attached is a site plan showing all existing and proposed improvements as required by the Blowing Rock Land Use Code. Where said plans are in conflict with the provisions of the Land Use Code, I acknowledge that the provisions of the Land Use Code shall prevail, except as specifically provided in any Special Use Permit that may be issued by the Town Council. Any deviations from or changes in the plans after submission must be pointed out to the

TOWN OF BLOWING ROCK
APPLICATION FOR SPECIAL USE PERMIT

Administrator in writing and specific written approval must be obtained as provided in the Blowing Rock Land Use Code.

Signature of Applicant:  Date: 2/28/2024

Representing:  _____

Signature of Property Owner:  Date: 2/23/24

Signature of Property Owner: _____ Date: _____

Signature of Property Owner: _____ Date: _____

For Staff Use Only

Date Application Was Received: 3/1/2024 Initials: BCJ

Date Paid: 3/1/2024 Amount Paid: \$1,000.00 Case Number: SUP#2024-01

BASIC REQUIREMENTS FOR PLAN PREPARATION AND SUBMITTAL:

1. Plans shall be submitted to the Administrator by the last business day of any month in order to be considered for the Planning Board agenda for the following month.
2. Initial submittal should include 6 copies for review by the Administrator, Town Engineer, and Town Manager. After review and possible revision, 14 copies of plans will be required for the Planning Board meeting; 11 copies will be required for the Town Council meeting.
3. Plan details:
 - a. A location map that shows the location of the project in the broad context of the Town or planning jurisdiction.
 - b. On the first page of the plans, the following information shall be shown:
 - (1) Name of applicant.
 - (2) Name of development (if any).
 - (3) North arrow
 - (4) Legend
 - (5) Scale
 - (6) Date of plan preparation or revision.
 - c. Scale of plans shall be 1" = 100' or larger.

NORTH CAROLINA

WATAUGA COUNTY

TOWN OF BLOWING ROCK SPECIAL USE PERMIT

Arbor Village
SUP No. 2024-01

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: Cash Custom Homes, LLC - Josh Cash

Project Name: Arbor Village

Property Location: TBD Valley Blvd

Tax Parcel No.: 2817-18-1972-000

Property Owners of Record: John M. Wall

Proposed Use of Property: Multi-Family Townhouses

Current Zoning Classification of Property: GB, General Business

Meeting Date: May 14, 2024

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 and approved by this Board, which plans are dated **February 23, 2024**, 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 Applicant hereby requests a vested rights period of two years to begin construction of the project and related utilities. If any permit extensions are necessary, the Applicant shall make application for such extensions prior to the permit expiration and according the requirements of Section 16-58 of the Land Use Code.
3. Consistent with Section 16-4.10.3 of the Land Use Ordinance, the Board of Commissioners finds:
 - a. The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare.

- b. The use or development complies with all required regulations and standards of the Land Use Ordinance or with variances thereto, if any, and with all other applicable regulations.
- c. The use or development is located, designed, and proposed to be operated so as to be compatible with the particular neighborhood in which it is to be located.
- d. The use or development will not substantially injure the value of adjoining or abutting property.
- e. The use or development conforms with the general plans for the physical development of the Town as embodied in this Ordinance, the Town of Blowing Rock Comprehensive Plan, and any other duly adopted plans of the Town.

4. Section 16-12.8. Flexibility in Applying the Standards Contained in this Article (Article 12). With respect to developments or projects that require a Special Use Permit, the Board of Commissioners may permit deviations from the strict requirements of this Article if it concludes, based upon the information submitted at the hearing, that the project or development with the approved deviations:

Consistent with Section 16-12.8 of the Land Use Ordinance, the Board of Commissioners finds:

- a) Will not materially endanger the public health or safety;
- b) Will not substantially injure the value of adjoining or abutting property;
- c) Will be in harmony with the area in which it is to be located;
- d) Will be in general conformity with the master plan officially adopted by the board;
- e) Will be in substantial conformity with the intent of the regulations contained in this Article.

5. Section 16-11.2.12 allows the Administrator to authorize deviations from the presumptive requirements for fence or wall design, placement, or height limitations whenever the Administrator finds that;

Consistent with Section 16-11.2.12 of the Land Use Ordinance, the Board of Commissioners finds:

- 1) Such deviations are necessary because of particular characteristics or circumstances associated with a specific property or project;
- 2) Such deviations will not be detrimental to the public welfare or contrary to the intent of these regulations.

6. The proposed drive access will connect directly to Valley Blvd and has been reviewed by NCDOT for connection. The drive will be privately maintained but will meet the basic design standards and specifications.

7. In accordance with Section 16-263 of the Land Use Ordinance, the development must be constructed so that the surface waters from the development do not cause unreasonable damage to lower adjacent properties. The storm water management plan shall include the design of a system that will minimize the impact of storm water from the developed site onto lower adjacent properties not owned or controlled by the Applicant.

Prior to the commencement of any land disturbing activity associated with the construction of the proposed project, the Applicant shall submit to the Town Engineer and receive approval of a storm water management plan. The storm water management plan shall specifically address the handling of roof gutters and drainage pipes as well as the storm water flowing from the detention system. The detention system and all components of the drainage system must be perpetually maintained by the Homeowner's Association.

8. All electric, phone, and cable utilities shall be placed underground. No building shall be constructed over any part of any utility easement.

9. In accordance with Section 16-316 of the Land Use Ordinance, the Applicant shall retain all existing trees that are 18 inches in diameter or more unless the retention of such trees would unreasonably burden the development. A site plan shall be submitted to the Administrator showing the location of all such existing trees. Before any such trees are removed, the Administrator shall be consulted and shall certify that the removal of the trees complies with the requirements of the Town Code.
10. The Applicant shall retain or plant sufficient trees along both sides of the proposed subdivision street to satisfy the standard contained in Section 16-315 of the Land Use Ordinance. That standard requires an average of one deciduous tree for every thirty feet of street frontage. (Each such tree shall be of a species that will have a trunk at least twelve inches in diameter when fully mature.) Any trees planted by the Applicant shall be consistent with the requirements of Appendix E10(C) of the Land Use Ordinance, shall be one of the maple or oak varieties listed therein, and shall have a minimum caliper of 3 inches (measured at 6 inches above grade.)
11. The property owner to the South of the subject property can be consulted to consider the adequacy of the proposed opaque landscape buffer when a final landscape plan is submitted.
12. A Homeowner's Association (HOA) must be established in order to perpetually maintain all common areas, landscape buffers, street trees and vegetation, storm water detention and drainage, parking and drive areas, and utilities. The HOA shall be established prior to final plat approval and recording.
13. All sidewalk, curb and gutter, and storm sewer associated with the sidewalk improvements shall be dedicated to the Town for perpetual maintenance. All such dedicated improvements shall be guaranteed for one year following the date of acceptance by the Town. Any defects in material and/or workmanship during the one-year period shall be immediately corrected by the developer.
14. 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.
15. The following shall be additional requirements related to sedimentation, erosion, and storm water control:
 - a) A detailed order of work shall be approved by the Town Engineer as part of the erosion control plan.
 - b) Any disturbed area not receiving active work shall be stabilized within seven (7) days.
 - c) Storm water runoff from any existing development shall be controlled and directed so that the runoff that crosses any newly disturbed area is minimized. This shall be addressed in the erosion control plan.
 - d) The Applicant shall provide as much silt control as practical next to the disturbed area being worked. This control will be temporary in nature and may be moved every few days to a more suitable location.
 - e) The Applicant shall provide inspection, repair, and maintenance to the sedimentation, erosion, and storm water control facilities after each rainfall. Failure to comply with this requirement may result in the issuance of a stop work order.
16. 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.
17. 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.
18. 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.

19. 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 \$100.00 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.
20. 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)

Watauga County Auditor



April 12, 2024

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0 0.04 0.08 0.16 km

Watauga County Auditor

PROJECT DIRECTORY

DEVELOPER/OWNER
JOSH CASH
870 HWY. 105 BYPASS
BOONE, NC 28607
828-297-5353
CONTACT: MR. JOSH CASH

SURVEYOR
LEWIS N. COX, PLS
PO BOX 202
TOAST, NC 27049
(336) 786-1697
CONTACT: MR. LEWIS N. COX, PLS

CIVIL ENGINEER
VALOR ENGINEERING, PLLC
215 BOONE HEIGHTS DR., SUITE 107
BOONE, NC 28607
(828) 262-9807
CONTACT: MR. JASON GASTON, P.E.

TOWN OF BLOWING ROCK
1038 MAIN STREET
BLOWING ROCK, NC 28605
(828) 295-5240
CONTACT: MR. BRIAN JOHNSON

SPECIAL USE PERMIT PLANS FOR:

Arbor Village

A Blowing Rock Single Family Attached Residential Development

TBD BLOWING ROCK BLVD.

BLOWING ROCK, NC

ZONED: GB

PIN: 2817-18-1972-000



24 HR CONTACT: MR. JASON GASTON, P.E.

(828) 262-9807

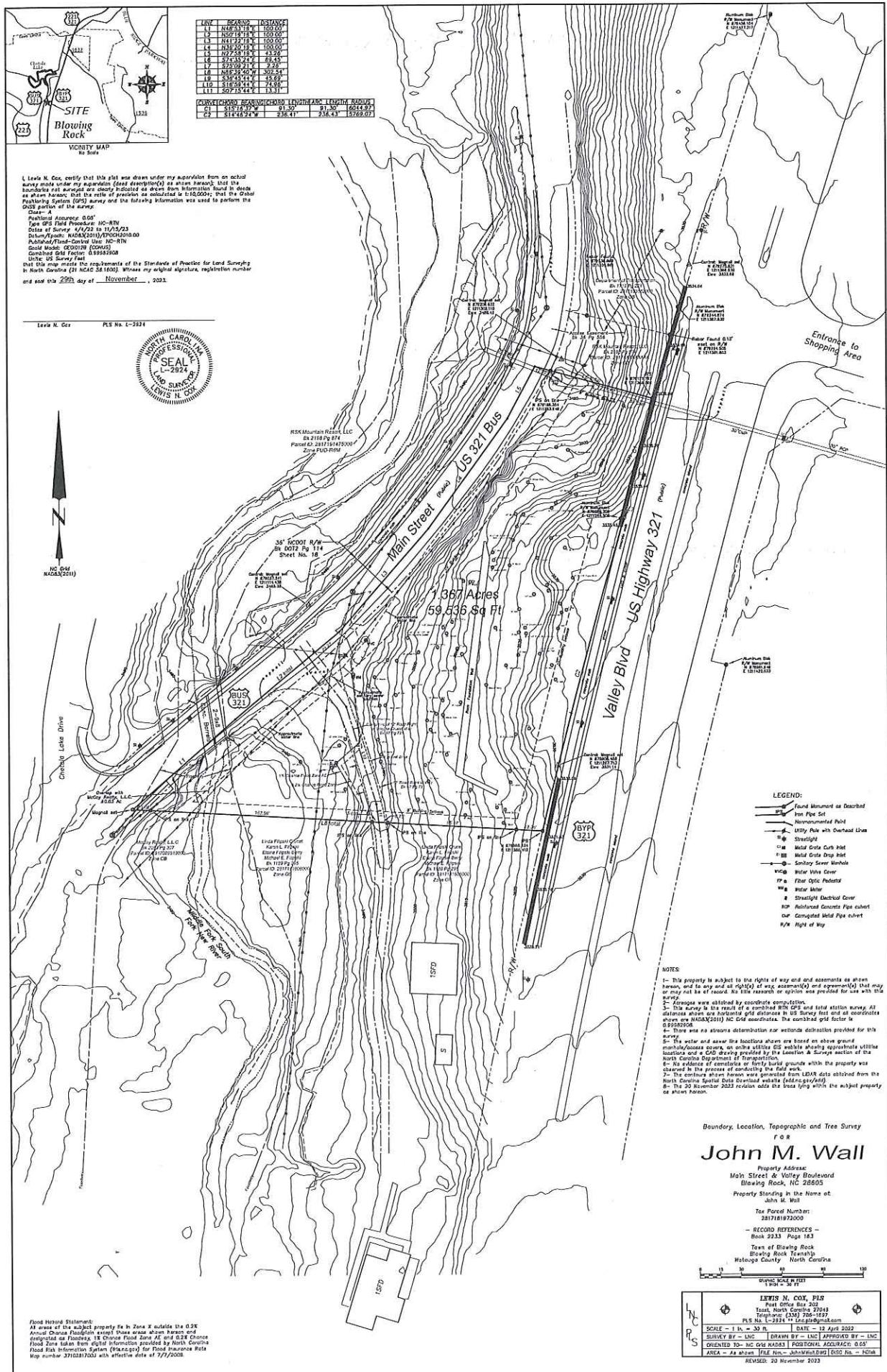
PREPARED BY:



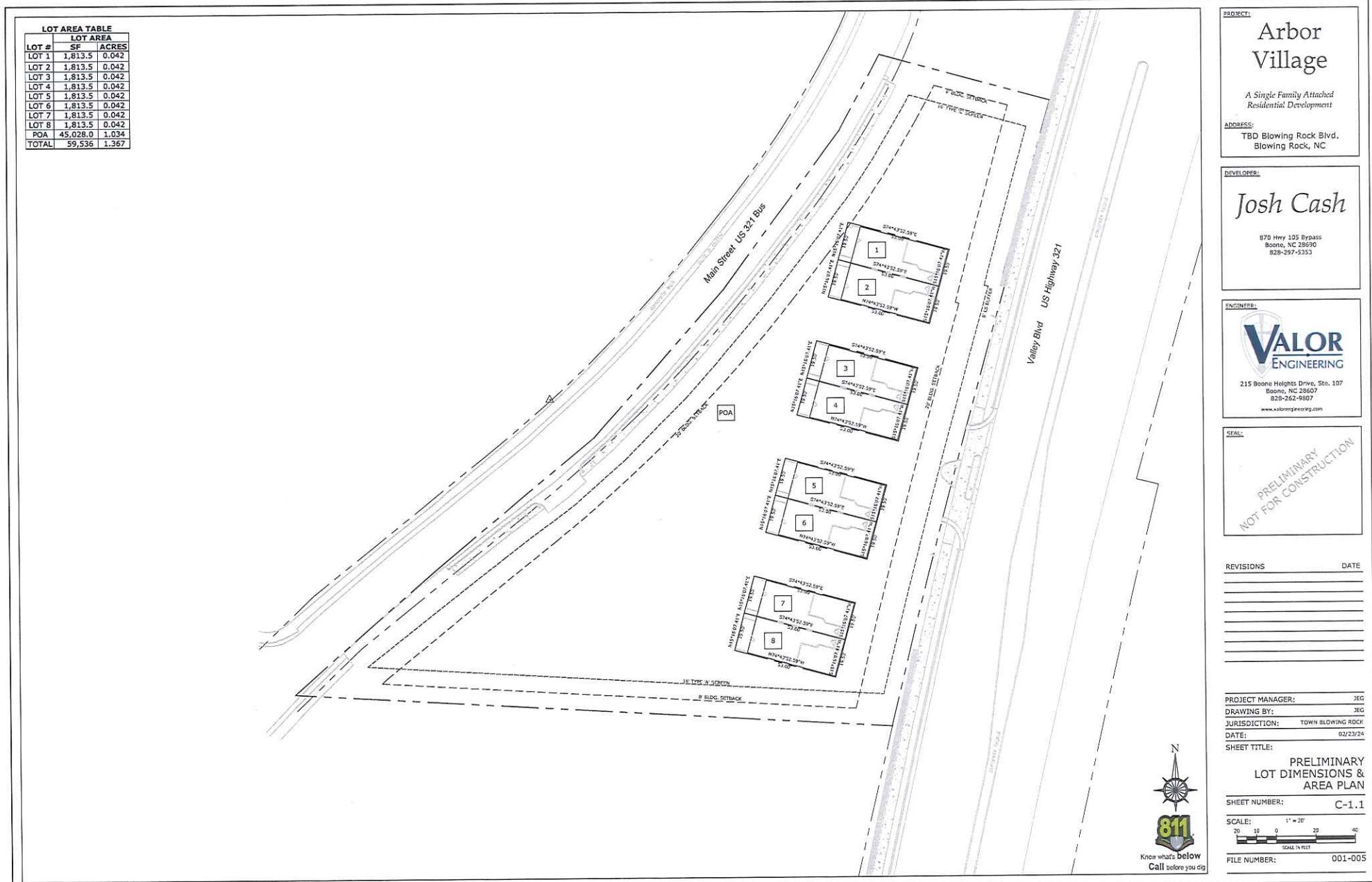
215 Boone Heights Drive Suite 107
Boone, NC 28607
828-262-9807
February 23, 2024
001-005

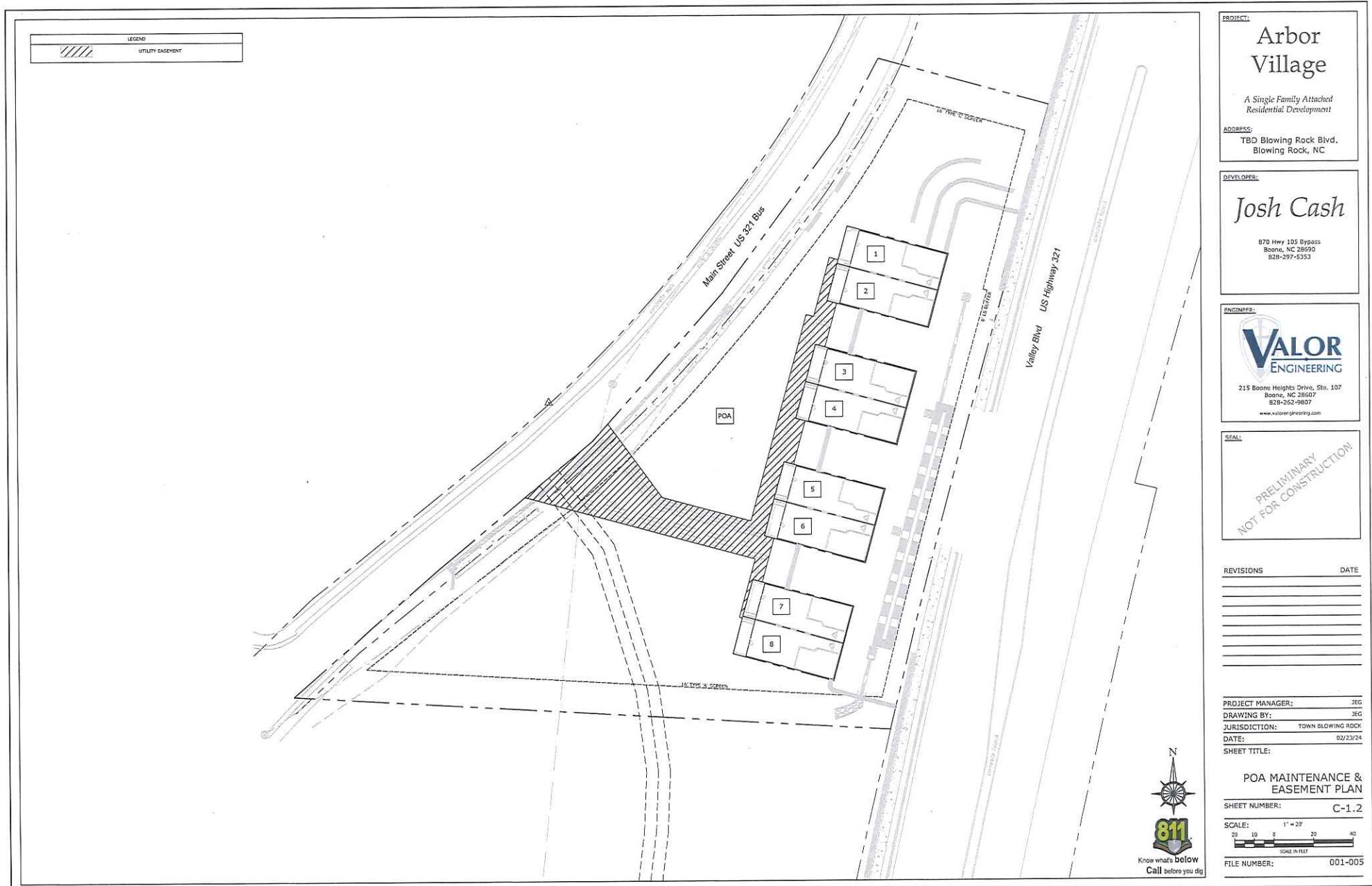
SHEET INDEX

G-1	COVER SHEET
V-1	SURVEY
C-0	TREE REMOVAL & DEMOLITION PLAN
C-1.0	PRELIMINARY SITE PLAN
C-1.1	PRELIMINARY LOT DIMENSIONS & AREA PLAN
C-1.2	POA MAINTENANCE AND EASEMENT PLAN
C-2.0	PRELIMINARY PAVING, GRADING, & DRAINAGE PLAN
C-2.1	WATERSHED CALCULATIONS
C-3.0	PRELIMINARY UTILITY PLAN
C-4.0	PRELIMINARY LANDSCAPE PLAN

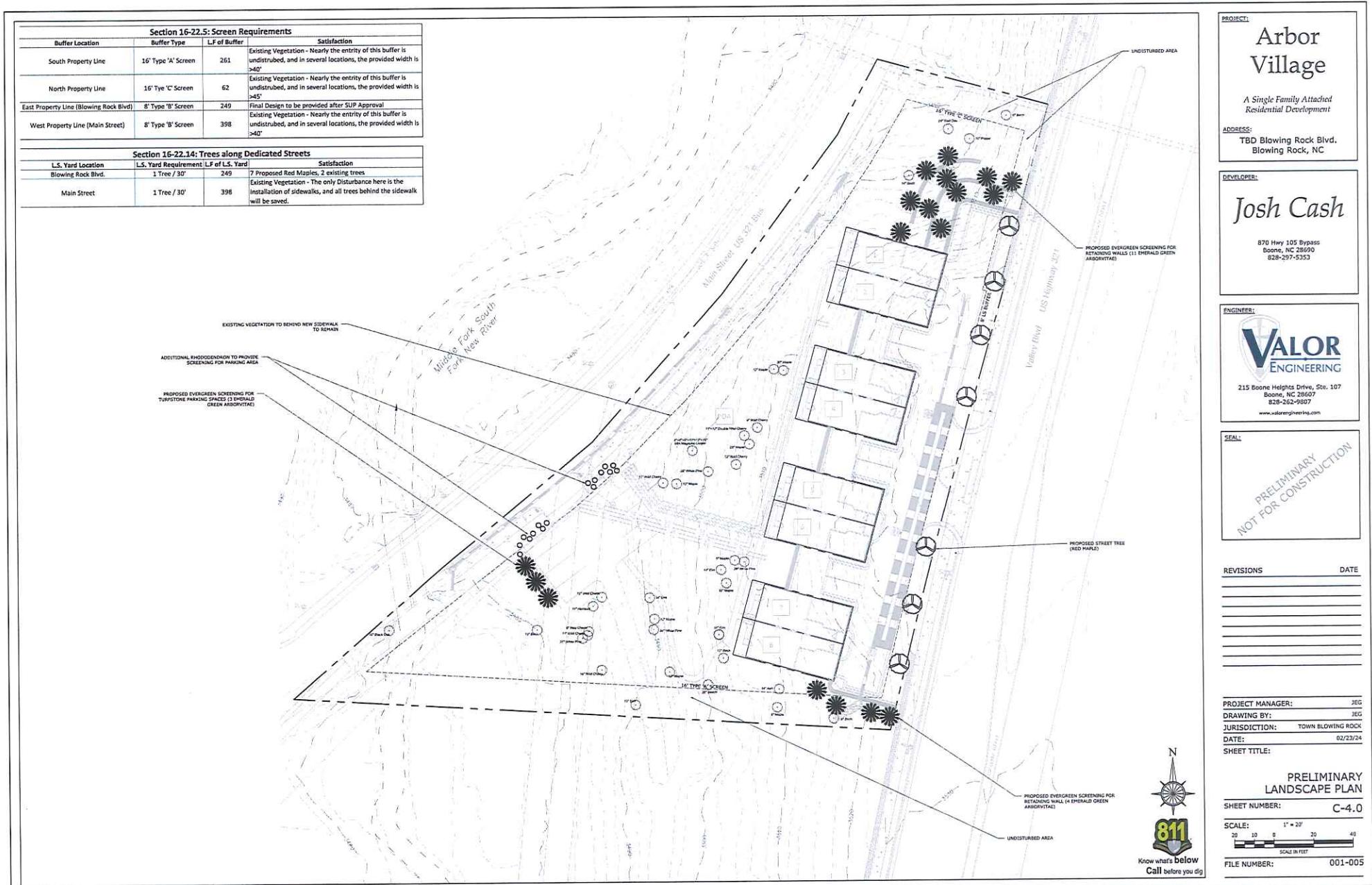














Front Elevation



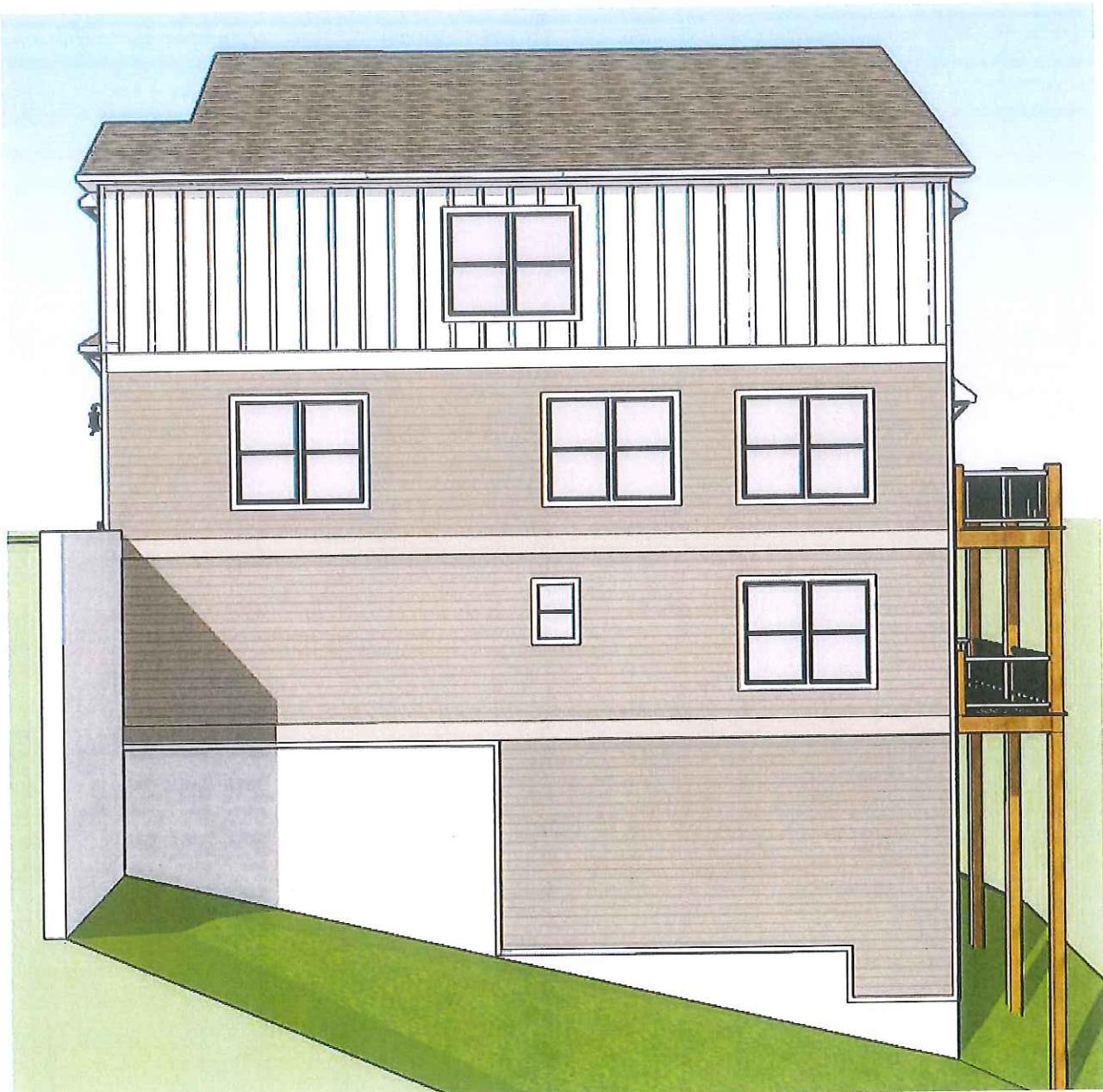
Isometric View



Front Elevation



Isometric View



Right Side Elevation



Rear Elevation

FOR MATERIALS AND COLORS REFERENCE





FOR MATERIALS AND COLOR REFERENCE ⁶⁰

FOR MATERIAL AND COLOR REFERENCE



Requested Waiver: 6 units per acre instead of 5 units / acres

Allow 8 units (4 duplexes) instead of 7 units (3.5 duplexes)

16-12.2.3:

Lots in the R-MH, GB, and HMC zoning districts, where residential developments are permissible, may be developed at a density equal to the density allowed within the R-6S District for single family developments, or the density allowed within the R-6M District for multi-family developments, whichever is applicable to the type of development that is being proposed. Properties zoned CB or TC are not subject to residential density limits.

Zoning Classification	Permitted Use	Maximum Density	
		Within Watershed Area	Outside Watershed Area
R-10 M	Multi Family	4 Units Per Acre Also limited to 24% impervious area.	4 Units Per Acre
R-6S	Single Family	2 Units Per Acre Minimum Lot Size: 6,000 sf	6 Units Per Acre Minimum Lot Size: 6,000 sf
R-6M	Two Family	2 Buildings (4 Units) Per Acre Minimum Lot Size: 9,000 sf per building Also limited to 24% impervious area.	3 Buildings (6 Units) Per Acre Minimum Lot Size: 9,000 sf per building
R-6M	Multi Family	5 Units Per Acre Also limited to 24% impervious area.	5 Units Per Acre

Justification for Waiver

- 1) Since we are building duplexes and have an odd number allowed (7), we are simply rounding up to an even number of units so we can build 4 duplexes instead of 3.5.
- 2) Which type of development, in general, has a higher propensity to damage a watershed? If you look at most watershed standards, NON-residential development generally has more stringent standards than RESIDENTIAL development. We are proposing residential development, not commercial development, and in general, the industry standard is that residential development is usually lower impact than NON-residential (commercial) development.
- 3) If you review the table above, for property in GB, the densest residential development allowed is multifamily and the least dense development allowed is single family. Since we are in GB and not the respective zoning districts (i.e. R-6S or R-6M), the unit density should not matter in GB. Why is single family required to be less dense in GB than multifamily? If we were to propose a commercial type development that has no unit/acre "metric", why is commercial development less restrictive than residential development that has less impact on the preservation of watersheds? If we can build a commercial type development here with no regard to "density", then we should also be allowed to build residential development in the exact same location with no regard to density.

Conclusion:

In a GB zoned location on Blowing Rock Blvd. that is walkable to downtown, proposing 6 units/acre is reasonable. We are not asking for a density that is outside the bounds of regulation, such as 8 or 10 units/acre that has no precedent. If this property was located outside the watershed, 6 units per acre would be acceptable and in order to build a whole number of duplexes (4 instead of 3.5), it appears to be a reasonable request. Thank you for your consideration.

Requested Waiver: Allow Tiered Retaining Walls to Break up a Wall >12' in Height

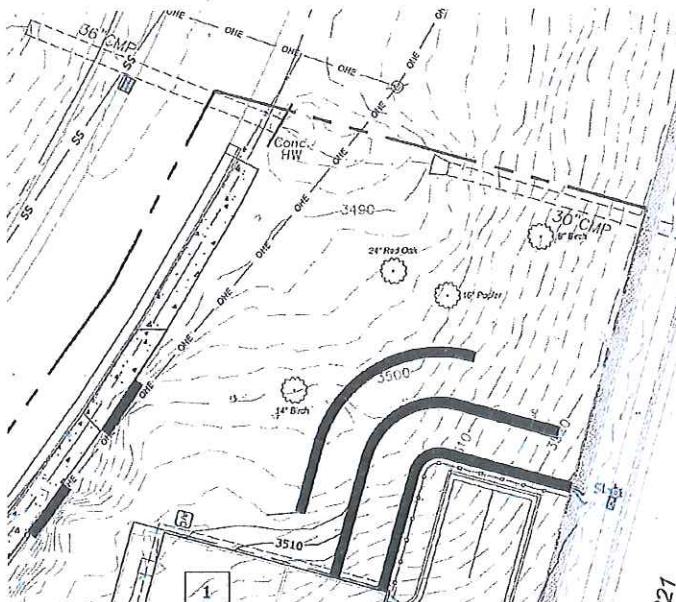
16-11.2.1.b

No fence or wall, located within a side or rear yard setback, shall exceed six (6) feet in height above grade, except as expressly authorized by an applicable Special Use permit or otherwise required to comply with an applicable provision of the Blowing Rock Code. No other fence or retaining wall, outside of applicable setback areas, shall exceed 12 feet in height above grade, except as expressly authorized by an applicable Special Use permit or by authorization from the Blowing Rock Town Council.

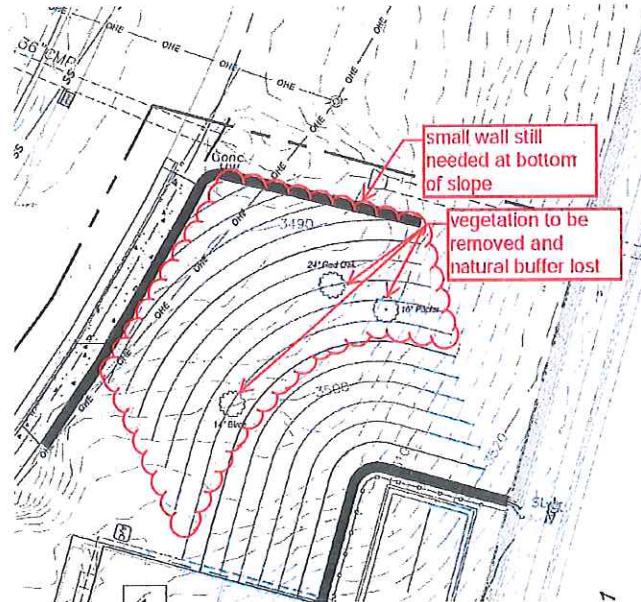
Justification for Waiver

- 1) **Topographic Constraints:** the north end of the site has the greatest topographic relief which is why a wall >12' in height is needed here. However, to lessen the visual impact of the wall, tiering the wall so that no individual wall is >12' and planting vegetation in between the tiers will help soften the visual impacts.
- 2) **Conservation:** by tiering the retaining wall and not grading out a slope with only a single 12' wall, we save a lot of the natural buffer and vegetation.

As Designed with Tiers



No Tiers







66





PROJECT DIRECTORY**DEVELOPER/OWNER**

JOSH CASH
870 HWY. 105 BYPASS
BOONE, NC 28607
828-297-5353
CONTACT: MR. JOSH CASH

SURVEYOR

LEWIS N. COX, PLS
PO BOX 202
TOAST, NC 27049
(336) 786-1697
CONTACT: MR. LEWIS N. COX, PLS

CIVIL ENGINEER

VALOR ENGINEERING, PLLC
215 BOONE HEIGHTS DR., SUITE 107
BOONE, NC 28607
(828) 262-9807
CONTACT: MR. JASON GASTON, P.E.

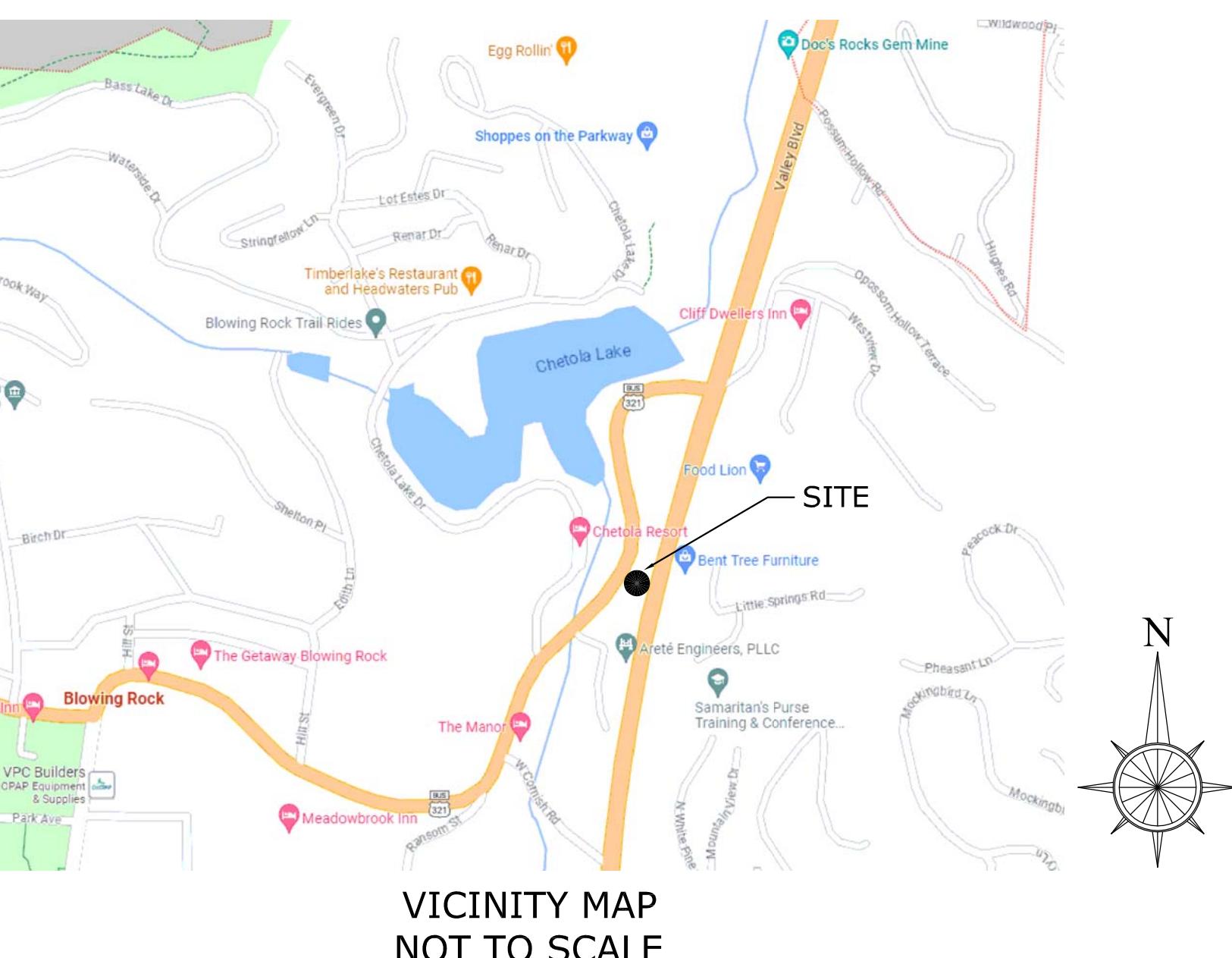
TOWN OF BLOWING ROCK
1038 MAIN STREET
BLOWING ROCK, NC 28605
(828) 295-5240
CONTACT: MR. BRIAN JOHNSON

SPECIAL USE PERMIT PLANS FOR:

Arbor Village

A Blowing Rock Single Family Attached Residential Development

TBD BLOWING ROCK BLVD.
BLOWING ROCK, NC
ZONED: GB
PIN: 2817-18-1972-000



24 HR CONTACT: MR. JASON GASTON, P.E.
(828) 262-9807

PREPARED BY:

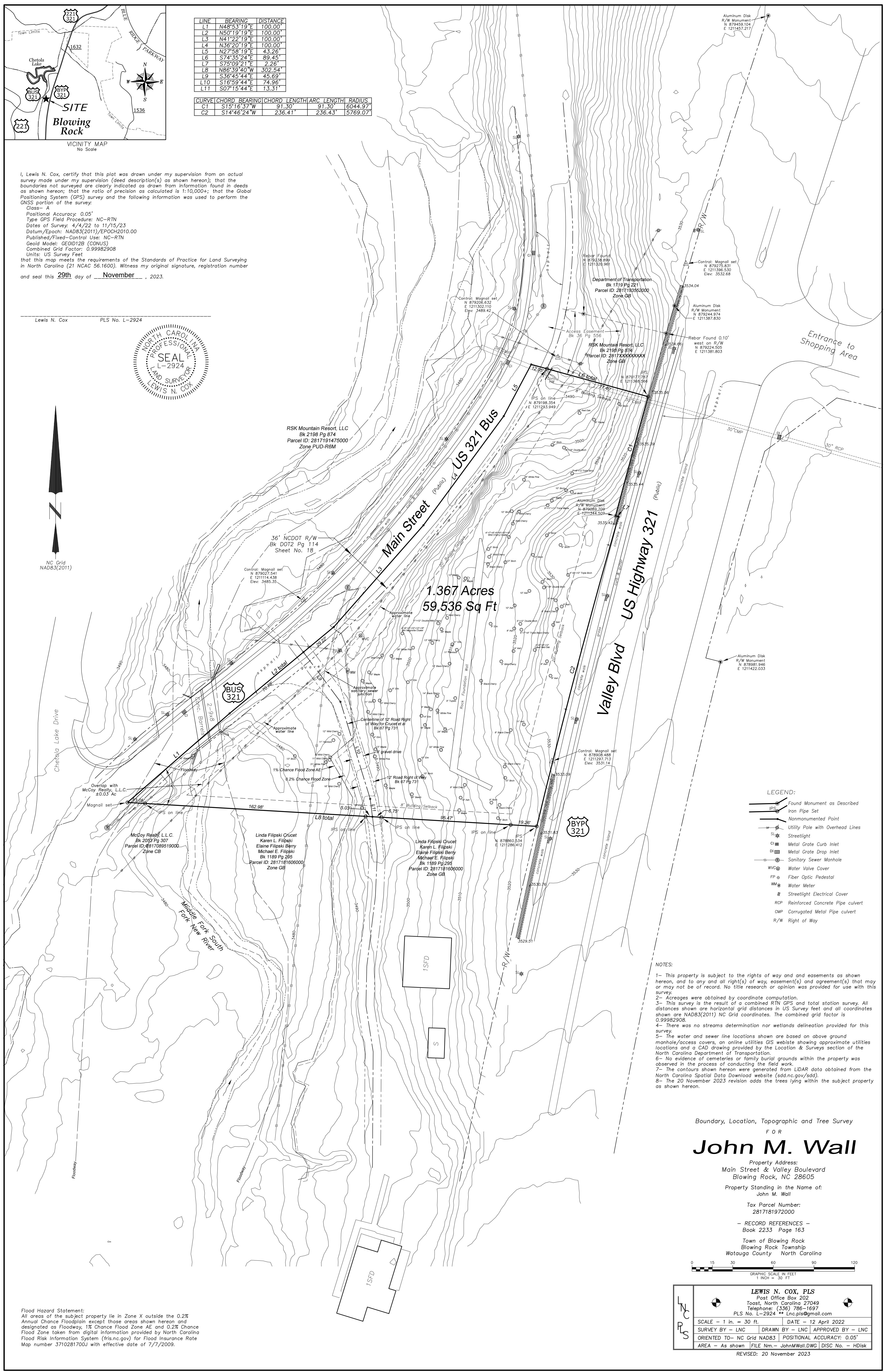


215 Boone Heights Drive Suite 107
Boone, NC 28607
828-262-9807
February 23, 2024
001-005

SHEET INDEX

G-1	COVER SHEET
V-1	SURVEY
C-0	TREE REMOVAL & DEMOLITION PLAN
C-1.0	PRELIMINARY SITE PLAN
C-1.1	PRELIMINARY LOT DIMENSIONS & AREA PLAN
C-1.2	POA MAINTENANCE AND EASEMENT PLAN
C-2.0	PRELIMINARY PAVING, GRADING, & DRAINAGE PLAN
C-2.1	WATERSHED CALCULATIONS
C-3.0	PRELIMINARY UTILITY PLAN
C-4.0	PRELIMINARY LANDSCAPE PLAN

REVISIONS:			
NO.	DESCRIPTION:	BY:	DATE:



GENERAL NOTES:

- 1.) ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED PARKING LOT ARE SHOWN AT THE FACE OF CURB. ALL PROPOSED DIMENSIONS USED TO SHOW THE GEOMETRIC LAYOUT OF THE PROPOSED BUILDING LOCATION ARE GIVEN AT THE OUTSIDE FACE OF THE BUILDING CORNERS. ALL CURB RADII ARE GIVEN AT THE FACE OF CURB.
- 2.) CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE SURVEY SHOWN ON THE PLANS BEFORE PROCEEDING WITH ANY NEW CONSTRUCTION.
- 3.) CONTRACTOR IS RESPONSIBLE FOR CORRECT HORIZONTAL AND VERTICAL ALIGNMENT OF ALL TIES BETWEEN PROPOSED AND EXISTING PAVEMENTS, CURB AND GUTTER, SIDEWALKS, WALLS, AND UTILITIES.
- 4.) ALL NEW UTILITIES SHALL BE UNDERGROUND.

SITE NOTES:

- 1.) TRACT IS ZONED GB (GENERAL BUSINESS).
- 2.) SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, SITE LIGHTING PLAN, AND OTHER ARCHITECTURAL DETAILS.
- 3.) NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED ON THE SITE.
- 4.) HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO ARRANGED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM THE PUBLIC VIEW AND DOES NOT INTERFERE WITH TRAFFIC.
- 5.) ALL BUFFERS, TREE SAVE AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- 6.) NO OUTSIDE STORAGE IS PROPOSED. THIS INCLUDES SUPPLIES, VEHICLE, EQUIPMENT, PRODUCTS, ETC.
- 7.) SIGNS (LOCATION, NUMBER, AND SIZE) ARE NOT APPROVED UNDER THIS DEVELOPMENT PERMIT. A SEPARATE PERMIT IS REQUIRED FOR ON-SITE SIGNAGE.
- 8.) ALL PAVEMENT MARKING WITHIN NCDOT R/W SHALL BE CONSTRUCTED ACCORDING TO NCDOT SPECIFICATIONS.
- 9.) ALL CONSTRUCTION RELATED PERMITS DURING THE CONSTRUCTION PHASE OF THIS PROJECT ARE THE RESPONSIBILITY OF THE OWNER, HOWEVER A CONTRACTOR/DEVELOPER CAN DO PERMITTING WITH AGENT AUTHORIZATION.
- 10.) CONSTRUCTION TRAILERS ARE TO BE PERMITTED THROUGH THE ZONING DIVISION OF DEVELOPMENT SERVICES.
- 11.) ALL EROSION, SEDIMENT CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY GRADING.
- 12.) THE JURISDICTION ACCEPTS NO RESPONSIBILITY FOR THE AMERICANS WITH DISABILITIES ACT (ADA), EXCEPT FOR NOTIFICATION REQUIREMENT. THE OWNER/DEVELOPER IS SOLELY RESPONSIBLE FOR COMPLIANCE FOR SAID ACT.
- 13.) WHEN PROVIDED, DUMPSTER AND RECYCLING ENCLOSURES SHALL BE ARCHITECTURALLY COMPATIBLE WITH THE BUILDING BY PAINTING THE ENCLOSURE THE SAME COLOR AS THE BUILDING SIDING.
- 14.) 24 HOUR CONTACT: JASON GASTON, P.E., 828-262-9807

PARKING CALCULATIONS

<u>PROPOSED SHORT TERM RENTAL TOWNHOME (USE 1.62)</u>	
MIN. PARKING REQUIREMENT =	1 SPACE / BEDROOM
PROPOSED # OF BEDROOMS / UNIT =	3 BEDROOMS
NUMBER OF DWELLING UNITS =	8 DWELLING UNITS
MIN. REQUIRED PARKING =	24 SPACES
PROPOSED STANDARD PARKING SPACES:	16
PROPOSED ATTACHED GARAGE PARKING SPACES	8
<u>TOTAL PARKING PROVIDED =</u>	<u>24 SPACES</u>

DENSITY CALCULATIONS

<u>PROPOSED TWO FAMILY RESIDENCE (USE 1.200)</u>	
TOTAL PROPERTY AREA:	1.367 ACRES
ALLOWABLE DENSITY FOR 2-FAMILY IN GB:	USE R6M
PROPERTY IN WATERSHED?	YES
MAXIMUM ALLOWABLE BUILT UPON AREA (BUA):	24%
PROPOSED BUILT UPON AREA:	SEE WATER SHED CALCS
ALLOWABLE DENSITY IN WATERSHED:	5 UNITS / ACRE
ALLOWABLE # OF UNITS:	7
PROPOSED # OF UNITS:	8

LEGEND

EXISTING CONCRETE

PROPOSED CONCRETE

PROPOSED ASPHALT

PROPOSED TURFSTONE

PROPOSED SIGN

PROPERTY LINE

ADJACENT PROPERTY LINES

PROPOSED LOT #

PROPOSED PARKING SPACE

(3b)

Landscape Buffer Average Width Calculations

Buffer Width	6	8	9.5	20	
Length of Buffer	55	99	56	70	280
Average Width:	10.9				

RSK Mountain Resort, LLC
Bk 2198 Pg 874
Zone: GB
Use: Undeveloped

PROJECT: **Arbor Village**

A Single Family Attached Residential Development

ADDRESS:
TBD Blowing Rock Blvd.
Blowing Rock, NC

DEVELOPER:

870 Hwy 105 Bypass
Boone, NC 28690
828-297-5353

SEAL:

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER:
RAWING BY:
URISDICTION: TOWN BLOWING ROCK
ATE: 02/23
HEFT TITLE:

PRELIMINARY SITE PLAN

HEET NUMBER: C-1

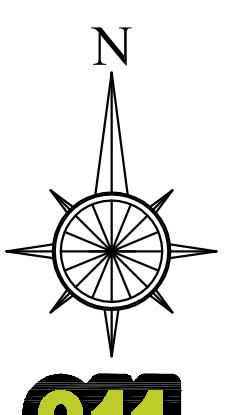
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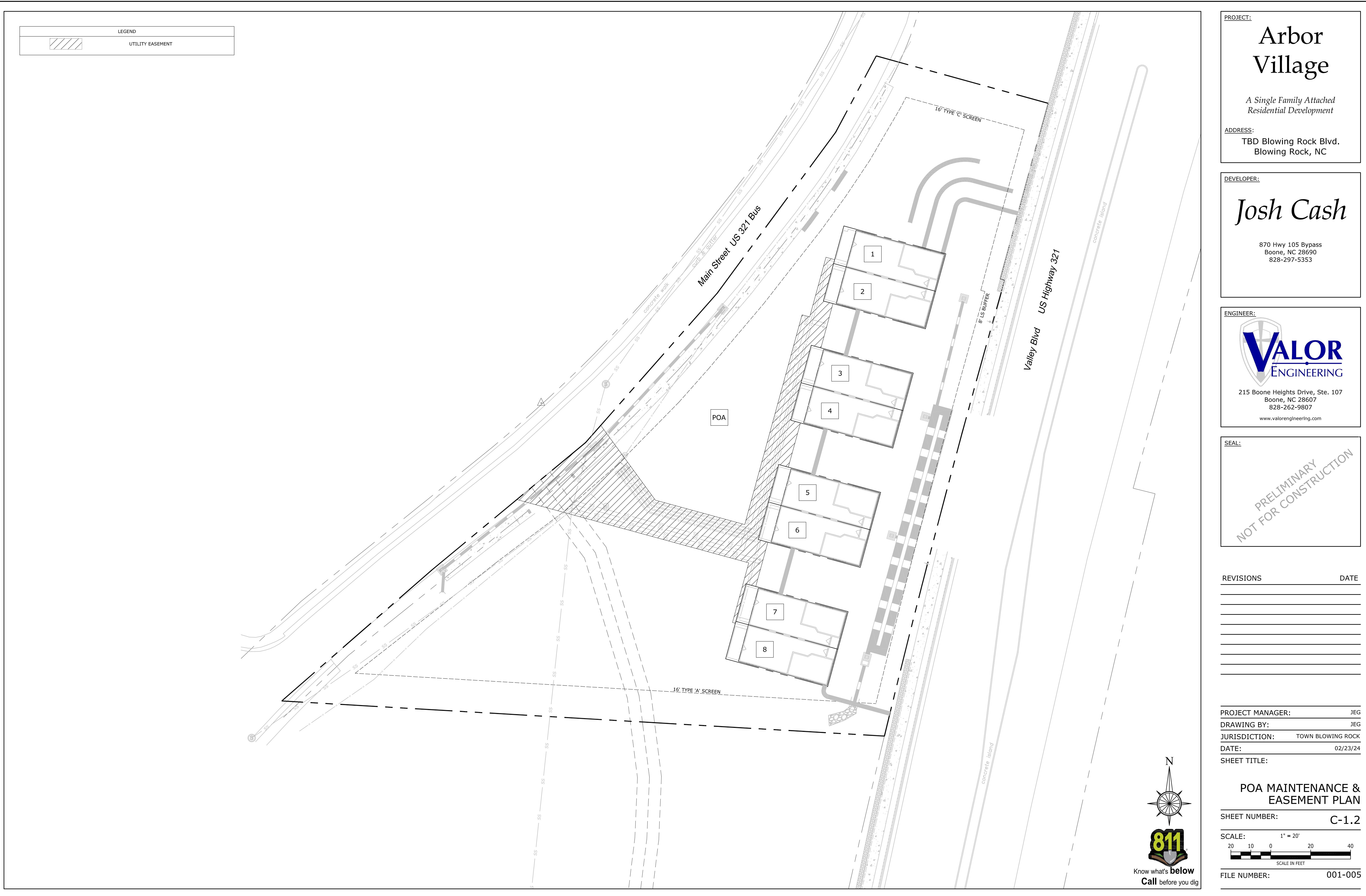
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SCALE IN FEET

FILE NUMBER: 001-0

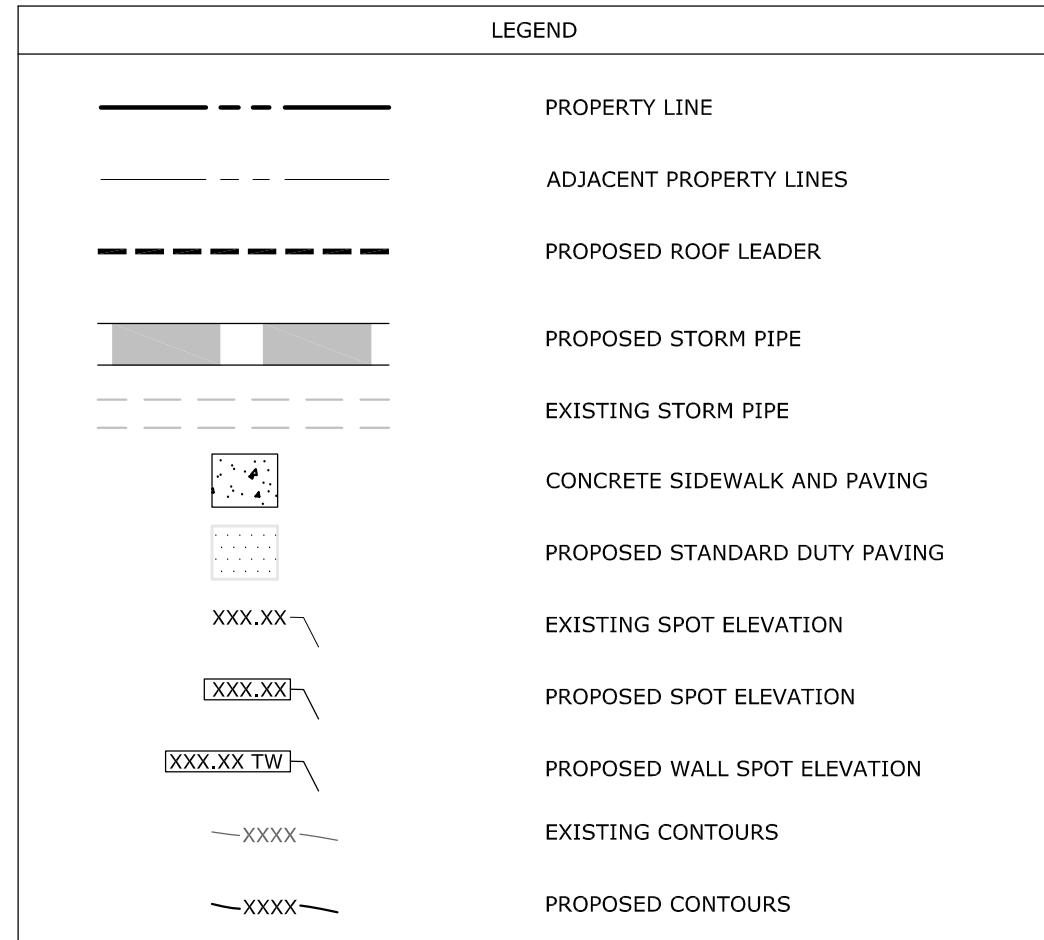


Know what's **below**
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GRADING NOTES:

- ALL SPOT ELEVATIONS SHOWN ARE @ THE EOP UNLESS OTHERWISE NOTED.
- ALL PROPOSED SIDEWALKS SHALL BE BUILT WITH A 2% CROSS-SLOPE AWAY FROM THE BUILDING.
- THE CONTRACTOR SHALL CLEAN OUT ACCUMULATED SILT IN STORM WATER CONVEYANCE CHANNELS AND PIPES AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
- COORDINATE WITH THE MUNICIPALITY'S INSPECTIONS DEPARTMENT DURING CONSTRUCTION.
- A PERMIT OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
- CONSTRUCT EROSION CONTROL BARRIERS PER THE MUNICIPALITY'S INSPECTOR AND MAINTAIN UNTIL PERMANENT VEGETATION IS ESTABLISHED.
- THE CONTRACTOR SHALL RE-ESTABLISH ALL RIGHT OF WAY AREA WHICH IS DAMAGED OR DESTROYED DURING CONSTRUCTION OR BETTER MAINTAIN AUTHORIZED WORK, ALL WORK IN INDOOR RIGHT OF WAY SHALL COMPLY WITH INDOOR SPECIFICATIONS.
- ALL CURBED ISLANDS, AREAS, AND UNDISTURBED AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF LAND DISTURBANCE.
- ALL HIDDEN STORM PIPE SHOWN ON THIS PLAN SHALL BE WRAPPED WITH LOCATION WIRE AND TAPE.
- IN ALL AREAS OF FILL OR OTHERWISE DISTURBANCE OF EXISTING CONDITIONS, UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL FULLY AND COMPLETELY REMOVE AND LEGALLY DISPOSE OFF-SITE, ALL PLANT MATERIALS INCLUDING BUT NOT LIMITED TO ROOT SYSTEMS, CONCRETE, REINFORCED CONCRETE, ASPHALT DEBRIS, UNDERBRUSH, TOPSOIL, AND OTHER DEBRIS OR MATERIAL. THE SUBGRADE TO REPAIR SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY FOLLOWING FULL REMOVAL OF THESE MATERIALS.
- ALL SUBGRADE PRE-AND AREAS OF THE SITE TO RECEIVE FILL SHALL BE COMPLETED IN STRICT CONFORMANCE WITH THE RECOMMENDATIONS PROVIDED BY THE PROJECT GEOLOGIST. THE CONTRACTOR SHALL MAINTAIN A LOG OF THE FILL PLACEMENT ON THE JOB SITE FOR REFERENCE AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE EARTHWORK OPERATIONS AND CONSTRUCTION PHASE MONITORING TO ENSURE THAT ALL COMPACTION IS COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL PROVIDE TESTING REPORTS TO THE OWNER REGARDING CONSTRUCTION PER THE TESTS PROVIDED IN THE GEOTECHNICAL REPORT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN QUALIFIED PROFESSIONAL ADVICE WHEN QUESTIONS ARISE CONCERNING DESIGN AND EFFECTIVENESS OF EROSION CONTROL DEVICES. 24 HR. CONTACT: MR. JASON GASTON (828) 262-9807
- NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER PANEL 37102818000, DATED 12/3/09.
- STORMWATER MANAGEMENT FEATURES AND EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED. STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH COUNTY, STATE, AND OTHER APPROPRIATE ORDINANCES AND REGULATIONS IN EFFECT AT TIME OF CONSTRUCTION PLAN APPROVAL.
- ALL WORK CAUTION SHALL BE USED WHEN WORKING WITHIN THE VICINITY OF THE EXISTING OVERHEAD POWER LINES. CONTRACTORS SHALL NOTIFY/COORDINATE WITH POWER COMPANY PRIOR TO CONSTRUCTION.
- ALL PUBLICLY MAINTAINED SIDEWALK SHALL BE BUILT WITH 5,000 PSI CONCRETE WITH FIBER 4" THICK AND 4" WASHING STONE UNDERNEATH. SIDEWALK TO BE SEALED WITH CONCRETE SEALER. ALL DRIVEWAYS SHALL BE 6" WASH STONE AND 6" 5,000 PSI CONCRETE OVERNEATH. ALL PROPOSED SIDEWALKS SHALL BE BUILT WITH A 2% CROSS-SLOPE AWAY FROM THE BUILDING.
- ANY EXISTING MATERIAL (SIDEWALK, ASPHALT, ETC.) THAT IS DAMAGED FOR THE PURPOSES OF STORM DRAINAGE TIE-IN WORK SHALL BE REPLACED IN KIND AS SOON AS INSTALLATION WORK IS COMPLETED. ANY EXISTING DRIVEWAYS SHALL BE KEPT IN SERVICE DURING BUSINESS HOURS OF THE ASSOCIATED PROPERTY.

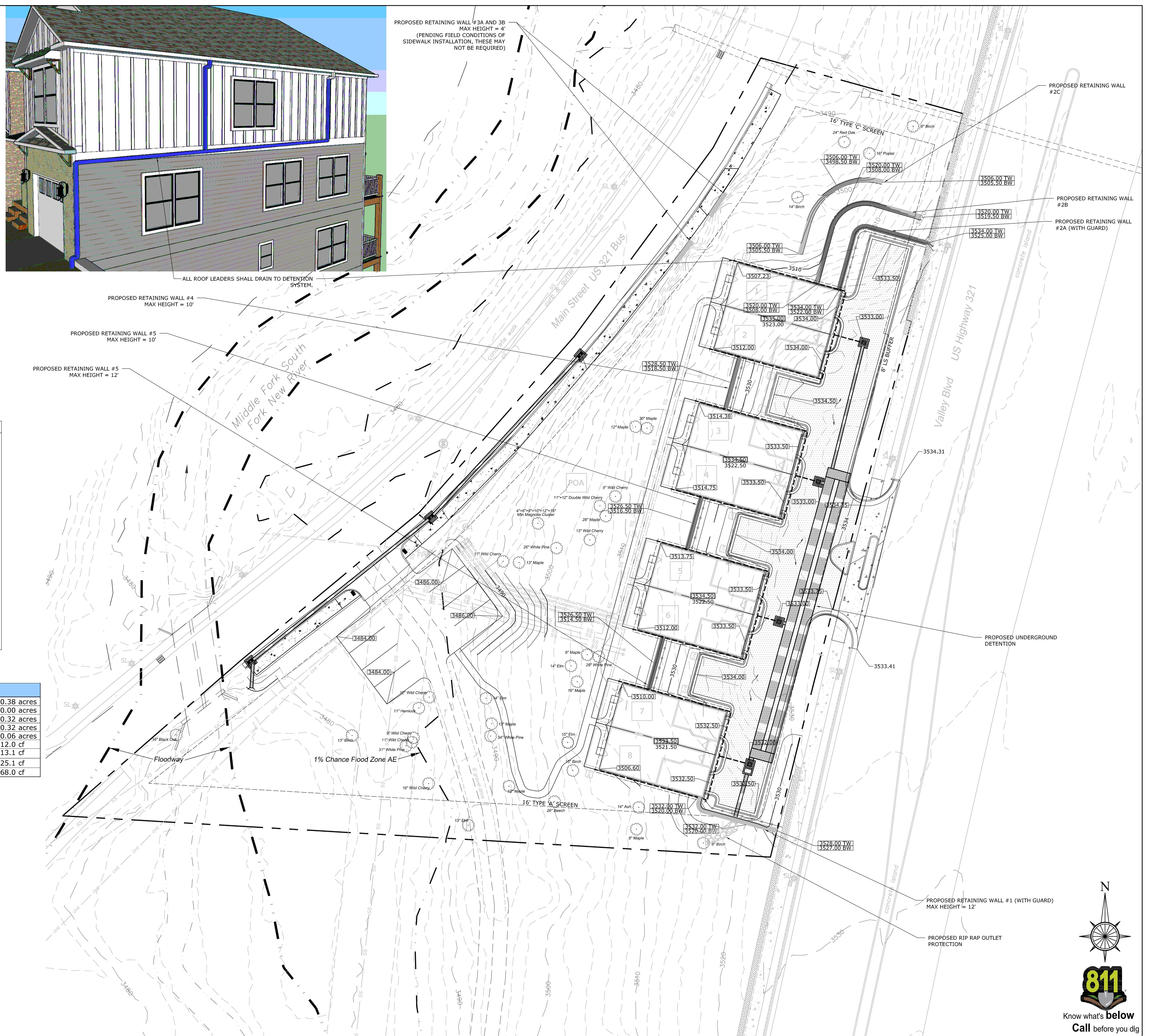


STORMWATER MANAGEMENT NOTE:

FINAL STORMWATER DESIGN SHALL BE PROVIDED PENDING APPROVAL OF SUP.

UG Detention Pond Summary

Drainage Area of Project requiring Stormwater Management	0.38 acres
Existing Impervious Area Prior to 9/15/93	0.00 acres
Proposed Impervious Area	0.32 acres
Net Impervious Area for Storage:	0.32 acres
Proposed Vegetative Cover Area:	0.06 acres
Required Storage for Net Impervious Area (9,100 cf/acre):	2,912.0 cf
Required Storage for Vegetative Cover Area (3,600 cf/acre):	213.1 cf
Total Storage Required per 16-16.31.3.2	3,125.1 cf
Total Storage Provided:	3,268.0 cf



Project:
Arbor Village

A Single Family Attached Residential Development

Address:
TBD Blowing Rock Blvd.
Blowing Rock, NC

Developer:
Josh Cash

870 Hwy 105 Bypass
Boone, NC 28690
828-297-5353

Engineer:
VALOR
Engineering
215 Boone Heights Drive, Ste. 107
Boone, NC 28607
828-262-9807
www.valorengineering.com

Seal:
PRELIMINARY
NOT FOR CONSTRUCTION

Revisions _____ **Date** _____

Project Manager: JEG
Drawing By: JEG
Jurisdiction: TOWN BLOWING ROCK
Date: 02/23/24

Sheet Title: PRELIMINARY
PAVING, GRADING,
& DRAINAGE PLAN
Sheet Number: C-2.0
Scale: 1" = 20'
20 10 0 20 40
SCALE IN FEET
File Number: 001-005
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Arbor Village

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Blowing Rock, NC

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Boone, NC 28690
828-297-5353

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REVISIONS _____ DATE _____

PROJECT MANAGER: JEG
DRAWING BY: JEG
JURISDICTION: TOWN BLOWING ROCK
DATE: 02/23/24
SHEET TITLE:

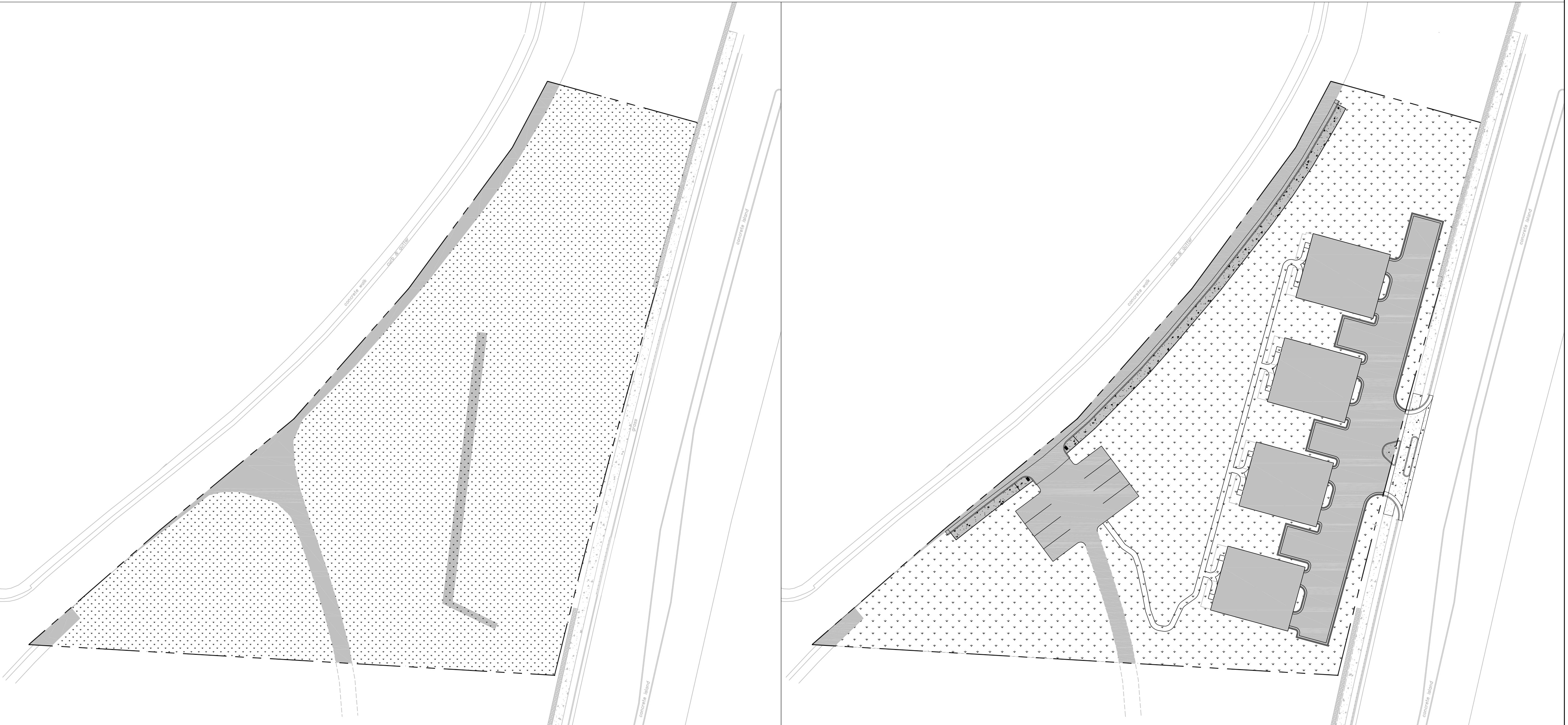
WATERSHED CALCULATIONS

SHEET NUMBER: C-2.1

SCALE: 1" = 30'
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SCALE IN FEET

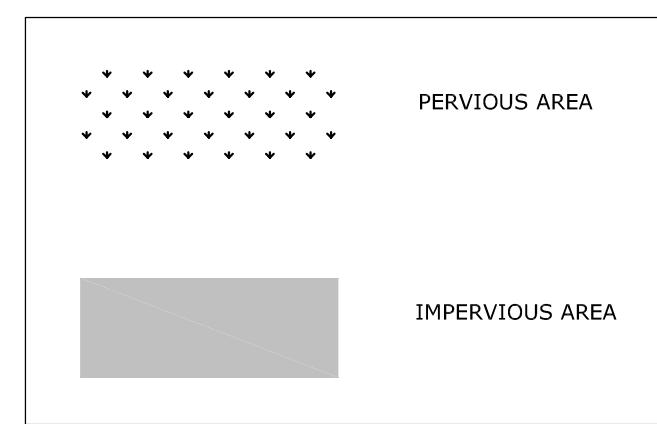
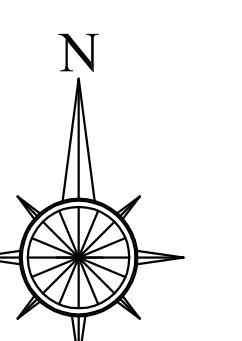
FILE NUMBER: 001-005

WATERSHED CALCULATIONS		
	SF	Acres
A1 Area of Parcel	59,536 sf	1.367 acres
A2 Area of Parcel Outside Watershed		
A3 Net Area of Parcel Subject to Watershed	59,536 sf	1.367 acres
A4 Existing Impervious Inside Watershed Prior to 9/15/93	4,087 sf	0.094 acres
A5 Net Property Subject to Watershed	55,449 sf	1.273 acres
A6 Allowable % Impervious in Watershed		24.0%
A7 Net Property Allowable Impervious	13,308 sf	0.306 acres
A8 Impervious Area added after 9/15/93		acres
A9 Net Permitted Allowable Impervious	13,308 sf	0.306 acres
A10 TOTAL ALLOWABLE IMPERVIOUS AREA (A2+A4+A9)	17,395 sf	0.399 acres
A11 TOTAL PROPOSED IMPERVIOUS AREA	15,614 sf	0.358 acres



PRE-DEVELOPMENT

POST-DEVELOPMENT



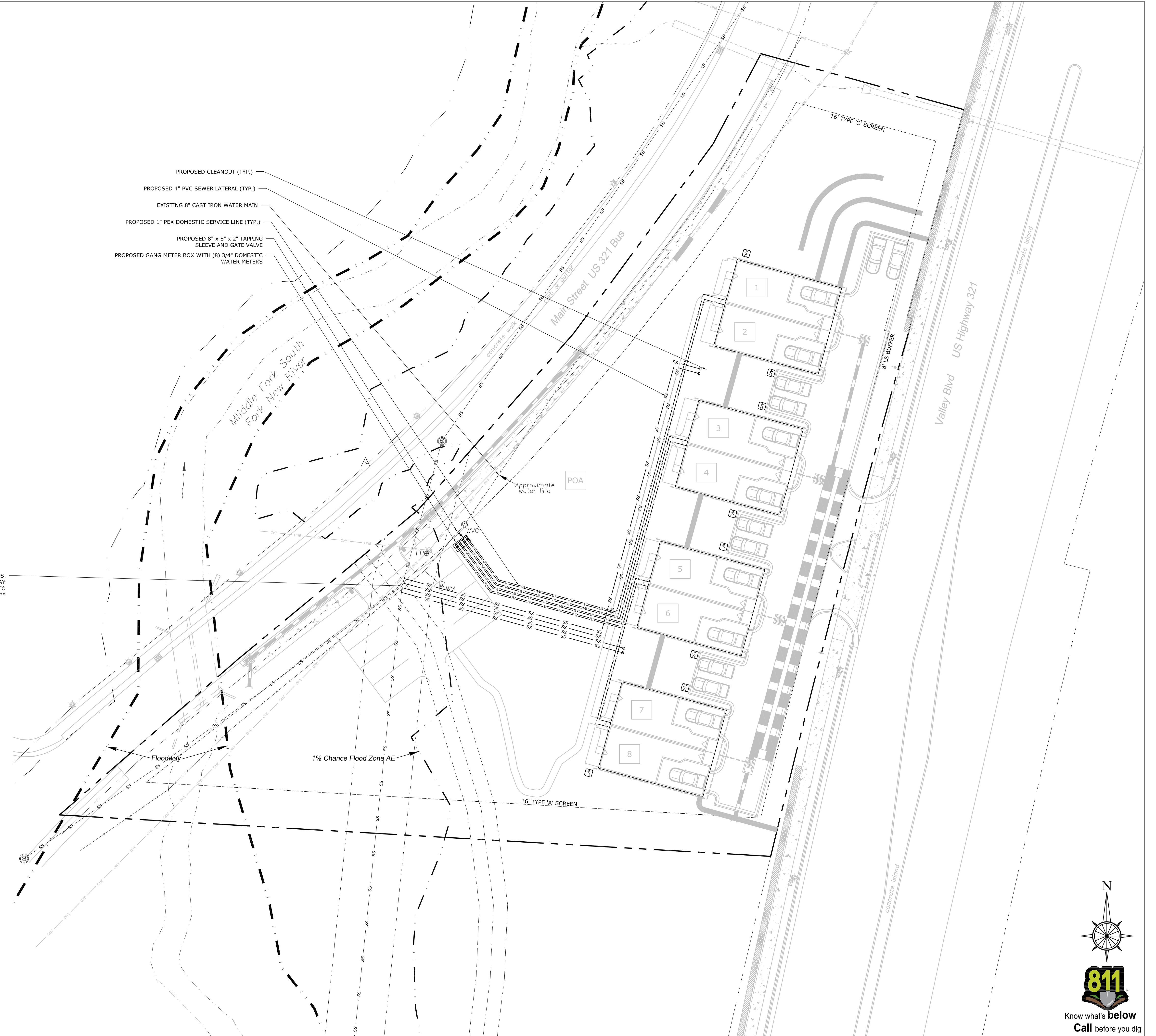
GENERAL NOTES:

1. THE ELECTRIC UTILITY COMPANY WILL PROVIDE UNDERGROUND ELECTRICAL SERVICE TO THE TRANSFORMER PAD. CONTRACTOR MUST PROVIDE ELECTRICAL SERVICE FROM THE TRANSFORMER TO EACH BUILDING. CONTRACTOR TO COORDINATE WITH ELECTRIC PROVIDER FOR FINAL COORDINATION OF UNDERGROUND CONDUITS ON SITE.
2. COORDINATE AS REQUIRED WITH MUNICIPALITY'S INSPECTION DEPARTMENT DURING CONSTRUCTION FOR REQUIRED INSPECTIONS.
3. THIS SITE WILL HAVE POTABLE WATER SERVICE AND SANITARY SEWER LATERALS. ALL CAROLINA STAR LAID LATERALS ARE TO BE INSTALLED BY A NORTH CAROLINA LICENSED PLUMBER. ALL WORK MUST BE INSPECTED BY THE TOWN OF BLOWING ROCK CODES AND INSPECTION DEPARTMENT.
4. ALL ON-SITE PVC PIPE SHALL BE PRESSURE CLASS SDR-26 WITH CLASS B BEDDING. PVC MUST BE MANDREL, CCTV, AND PRESSURE TESTED BY THE UTILITY CONTRACTOR AND WITNESSED/INSPECTED BY THE TOWN OF BLOWING ROCK.
5. ALL CONDUIT, PIPE, AND CHASE PIPE SHALL BE WRAPPED WITH THE APPROPRIATE LOCATION WIRE AND TAPE.
6. NOTIFY WATER AND SEWER INSPECTOR PRIOR TO START OF CONSTRUCTION.
7. ALL ELECTRIC POWER LINES, GAS DISTRIBUTION, TELEPHONE AND CABLE TELEVISION LINES SHALL BE PLACED UNDERGROUND.
8. UPON COMPLETION OF ALL WORK PERFORMED WITHIN THE PUBLIC R/W, THE DISTURBED AREA SHALL BE REPLACED IN KIND WITH EQUAL OR BETTER MATERIALS.

LEGEND	
	PROPERTY LINE
	EXISTING O/H ELECTRIC LINE
	EXISTING U/G ELECTRIC LINE
	EXISTING U/G GAS LINE
	EXISTING SANITARY SEWER LINE
	EXISTING WATER LINE
	EXISTING STORM LINE
	PROPOSED GAS LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED U/G ELECTRIC LINE
	PROPOSED U/G ELECTRIC SERVICE
	PROPOSED STORM PIPE
	PROPOSED TRANSFORMER
	PROPOSED A/C UNIT
	PROPOSED GATE VALVE

** SANITARY SEWER DESIGN PROFILES FOR SERVICE LINES SHALL BE PROVIDED FOR CONSTRUCTION IF SUP IS APPROVED. **

PROPOSED RESIDENTIAL SEWER TAPS.
IT APPEARS AS THOUGH A MANHOLE MAY EXIST IN THIS LOCATION, SO TIE-IN TO MANHOLE IF AVAILABLE



PROJECT:
Arbor Village

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DEVELOPER:
Josh Cash

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SEAL:
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REVISIONS _____ **DATE** _____

PROJECT MANAGER: JEG
DRAWING BY: JEG
JURISDICTION: TOWN BLOWING ROCK
DATE: 02/23/24
SHEET TITLE:

PRELIMINARY UTILITY PLAN
SHEET NUMBER: C-3.0
SCALE: 1" = 20'
20 10 0 20 40
SCALE IN FEET
FILE NUMBER: 001-005
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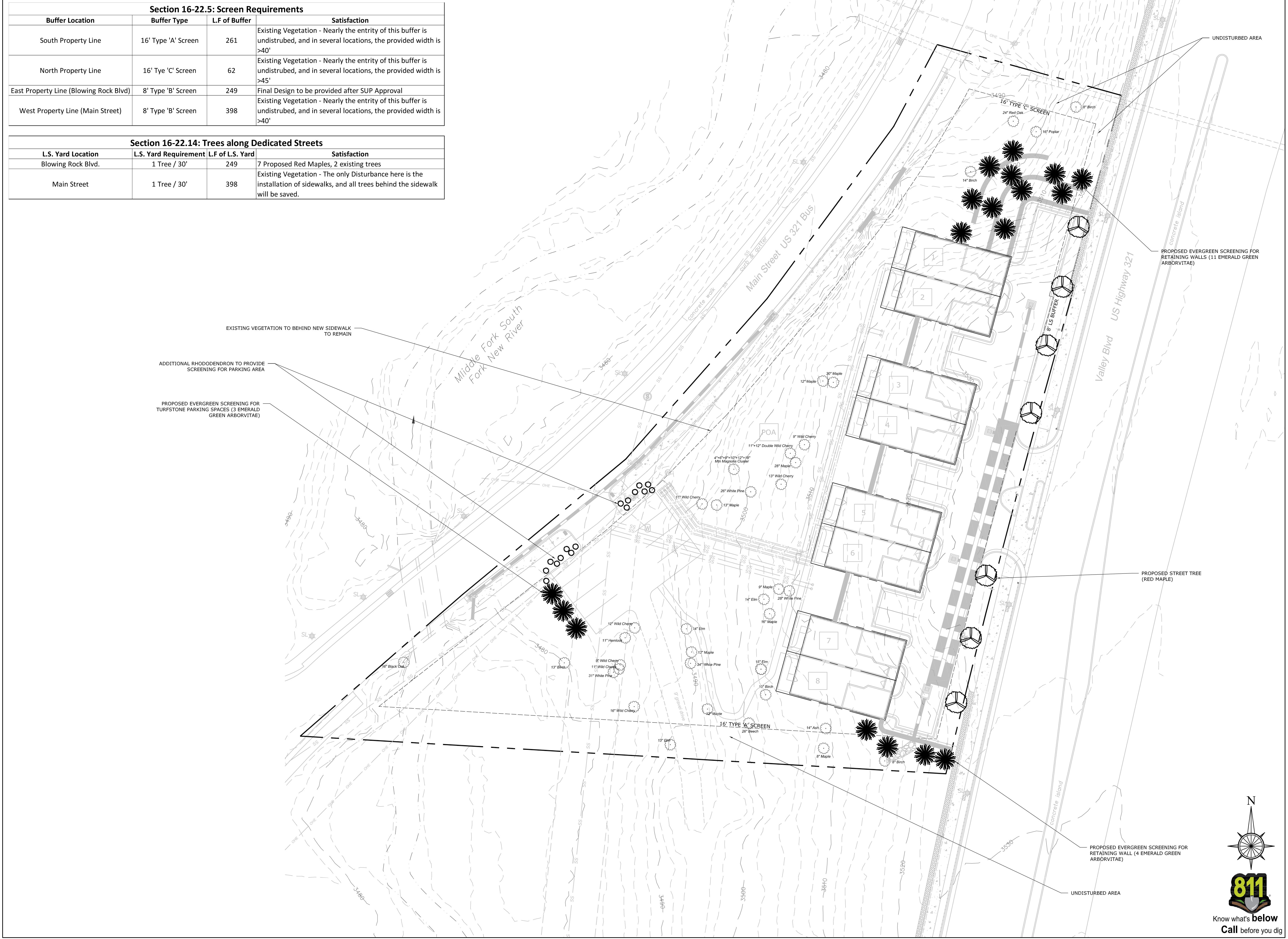
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SEAL:
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REVISIONS
DATE

PROJECT MANAGER: JEG
DRAWING BY: JEG
JURISDICTION: TOWN BLOWING ROCK
DATE: 02/23/24
SHEET TITLE:

PRELIMINARY
LANDSCAPE PLAN
SHEET NUMBER: C-4.0
SCALE: 1" = 20'
20 10 0 20 40
SCALE IN FEET
FILE NUMBER: 001-005



Town of Blowing Rock

Request for Council Action

FROM: Staff

SUBJECT: PLARB Board (Formerly the BRAAC Board) - Board Vacancy

TO: Mayor and Council

DATE: May 14, 2024

REQUESTED BY:

Public Hearing Yes No Not required NA

Properly Advertised Yes No Not required NA

BACKGROUND:

Ms. Whitney Brown submitted her resignation from the PLARB Board in April. If it is the desire of the Council, Town Clerk Hilari Hubner can advertise the vacancy and any applicants can be reviewed by Council at the June meeting.

ATTACHMENTS: None

STAFF RECOMMENDATION: