



Town of Blowing Rock

Board of Commissioners Meeting

Date: **Tuesday, February 11, 2025, 6:00 p.m.**

Location: **1036 Main Street, Blowing Rock, NC 28605**

Agenda

<i>Item</i>		<i>Presenter and Participants</i>
I.	CALL TO ORDER – ROLL CALL FOR ATTENDANCE	Mayor Charles Sellers
II.	PLEDGE OF ALLEGIANCE	Mayor Charles Sellers
III.	APPROVAL OF MINUTES – By Roll Call 1. January 14, 2025 – Regular and Closed Session Meeting Minutes 2. January 29, 30 and 31, 2025 – Retreat Minutes REGULAR AGENDA ADOPTION	Mayor & Council Mayor & Council
IV.	CONSENT AGENDA: 1. Budget Amendment – 2025-03 2. EAP Dam Proposal 3. USDA Project Ordinance 4. Middle Fork Greenway Project Ordinance	Mayor & Council
V.	PUBLIC COMMENTS <i>Comments shall be limited to three (3) minutes</i>	
VI.	PUBLIC HEARING 1. Green Park Inn	Planning Director Kevin Rothrock
VII.	REGULAR AGENDA: 1. PARTF – Memorial Park Bid 2. Sunset Crosswalk and Budget Amendment - #2025-04 3. Board Appointments	Manager Shane Fox Manager Shane Fox and Town Engineer Doug Chapman Council

VIII.	OFFICIALS REPORTS & COMMENTS: 1. Mayor 2. Council Members 3. Town Attorney 4. Town Manager	
IX.	CLOSED SESSION – None	

Draft
MINUTES
Town of Blowing Rock
Town Council Meeting
January 14, 2025

The Town of Blowing Rock Town Council met for their regular monthly meeting on Tuesday, January 14, 2025, at 6:00 p.m. The meeting took place at Town Hall located at 1036 Main Street, Blowing Rock, NC. Present were Mayor Charlie Sellers, Mayor Pro-Tem Doug Matheson, Council Members Cat Perry, David Harwood, Melissa Pickett and Pete Gherini. Others in attendance were Town Manager Shane Fox, Town Attorney Joey Petrack, Parks and Recreation Director Jennifer Brown, Finance Director Tasha Brown, Planning Director Kevin Rothrock, Town Engineer Doug Chapman, Public Works Director Matt Blackburn, Police Chief Nathan Kirk, Landscape Director Cory Cathcart, IT Director Thomas Steele and Town Clerk Hilari Hubner, who recorded the minutes.

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

Mayor Pro-Tem Matheson made the motion to approve the minutes from the December 10, 2024, regular and closed session meetings, seconded by Council Member Gherini. Unanimously approved.

Mayor Sellers asked for a moment of silence for all the tragedy and loss that have occurred over the past several months.

REGULAR AGENDA ADOPTION

Council Member Gherini made a motion to adopt the regular agenda as presented, seconded by Council Member Perry.

CONSENT AGENDA

1. Tax Releases – 2024-03, 2024-04, 2024-05
2. Tax Releases – Uncollectable – 10 years and older – 2009-2013
3. Tax Refunds – 2024-02 and 2024-03
4. Budget Amendment - #2025-01
5. Amendment Ordinance – 2024 Tropical Storm Helene Grant Project Ordinance

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

SPEAKERS FROM THE FLOOR

None

SPECIAL PRESENTATION

1. Introduction of New Police Officers and Recognition of Daren Church

Police Chief Nathan Kirk introduced the two newest police officers hired, Nathan Mitchell and Dillon Walton. Chief Kirk recognized Darin Church for his recent retirement from the Blowing Rock Police Department after eleven (11) years of service to the Town.

PUBLIC HEARING

1. Tyler Sime Annexation

Planning Director Kevin Rothrock stated Mr. Sime submitted a petition of voluntary annexation for Council consideration in December and Council approved both resolutions to move forward with the annexation. The Public hearing is the second and final step of the voluntary annexation process. The property is currently in the ETJ just outside of the Hillwinds subdivision off Wildwood Place and is zoned R-105. If approved as presented, the annexation will become effective June 30, 2025 but Mr. Sime would be allowed to make utility connections as soon as zoning and building permit applications are submitted and water and sewer availability fees are paid. Mr. Sime would not need to wait on the effective date of the annexation of June 30th.

Mayor Pro-Tem Matheson made a motion to open the public hearing.

With no questions or comments Mayor Pro-Tem Matheson made a motion to close the Public Hearing, seconded by Council Member Pickett. Unanimously approved.

Mayor Pro-Tem Matheson made a motion to approve as presented, seconded by Council Member Perry. Unanimously approved.

REGULAR AGENDA

1. 2024 Audit Presentation

Hannah Leskovec with Thompson, Price, Scott, Adams Audit Firm presented the FY 23-24 Audit.

Manager Fox thanked Finance Director Tasha Brown for all her hard work. He added this year was a transitional year for the Finance Department with the previous Finance Director who had been with the Town for a number of years leaving. He stated Ms. Brown had worked tirelessly to make sure the budget and audit were completed on time and that it was materially correct.

Manager Fox wanted to clarify for understanding the prior period adjustments made were to make sure that the receivables and the balance sheets were correct and essentially a lot of new eyes looking at everything this year. He summarized FY 23-24 with the Town added money to general fund fund balance, the general fund cash and the available fund balance went from 28.9% to 48% which is closer to the 50% mark it has been in the past. He further clarified that the water/sewer fund restriction was because of the timing of the

reimbursement for the water/sewer project funds from the state. The request was submitted to the state in March of 2024 and the funds were not received until July of 2024 which was after the close of FY 23-24, which was out of staff's control.

Council Member Gherini made a motion to approve the audit, seconded by Council Member Pickett. Unanimously approved. – **Audit PowerPoint - Attachment G**

2. Meridian Barriers

Chief Nathan Kirk explained in light of recent national events with the “car attack” that happened in New Orleans over the New Year’s holiday, focus has been put on safety for parades and events. Chief explained the Town would like to purchase some Meridian Barries to use during these events. The initial kit would be eight (8) Archer 1200 Barriers, two (2) Tow Bars, one (1) Archer Hauler, one (1) Archer Hydraulic Deck Trailer and one (1) Archer Rapid Gate Kit.

Council Member Pickett made a motion to approve as presented, seconded by Council Member Perry. Unanimously approved.

3. Budget Amendment – For Meridian Barriers

The Budget Amendment allocates funds received from an extra ABC distribution (\$100,000) and allocates fund balance (\$12,000) to cover the cost of the meridian barriers for public safety.

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

OFFICIAL REPORTS & COMMENTS

- Mayor Sellers – Thanked all the public works and staff for their part in snow removal. Thanked Ms. Brown for her hard work on the audit.
- Council Member Perry – Thanked public works and staff and thanked Ms. Brown for her hard work on the audit.
- Council Member Harwood – None.
- Council Member Pickett – None.
- Mayor Pro-Tem Matheson – State employees insurance update. Offered his condolences to the city of Salisbury for the recent death of their Mayor.
- Council Member Gherini – Thanked public works staff and thanked fire and rescue for their efforts to rescue the vehicle and occupant that went over the embankment by the former Wheelies Refresher restaurant.
- Town Attorney Joey Petrack – None.
- Town Manager Shane Fox – Gave updates on Main Street, Maple Street, 221, Memorial Park Bids, FEMA update – Wonderland Trail and Valley View, childcare day, Planning Board and Retreat – January 29-31 at the Blowing Rock Conference Center.

EXECUTIVE SESSION

At 7:00 PM Council Member Perry made a motion to go into closed session, **NCGS 143-**

318.11.(a)(6) *Attorney/Client privilege*, seconded by Council Member Harwood. Unanimously approved.

ADJOURNMENT

At 7:15 p.m. the Council returned to open session and with no further business, Council Member Harwood made a motion to adjourn, seconded by Council Member Perry. Unanimously approved.

MAYOR _____
Charlie Sellers, Mayor

ATTEST _____
Hilari Hubner, Town Clerk

Attachments

Tax Releases – 2024-03, 2024-04, 2024-05 – Attachment A

Tax Releases – Uncollectable 10 years – Attachment B

Tax Refunds – 2024-02 and 2024-03 – Attachment C

Budget Amendment – Attachment D

Amendment Ordinance – 2024 TSH Grant Project Ordinance. -Attachment E

Tyler Sime Annexation – Attachment F

2024 Audit Presentation – Attachment G

Budget Amendment – Meridian Barriers – Attachment H

Draft
Town of Blowing Rock
Town Council 2025 Annual Retreat
January 29, 30, and 31, 2025

The Town of Blowing Rock Town Council met for their annual retreat on Wednesday, January 29, 2025 at 9:00 a.m. at the Blowing Rock Conference Center, Blowing Rock, North Carolina. Present were Mayor Charlie Sellers, Mayor Pro-Tem Doug Matheson, Council Members Cat Perry, David Harwood, Melissa Pickett and Pete Gherini. Also present were Town Manager Shane Fox, Parks and Recreation Director Jennifer Brown, Public Works and Utilities Director Matt Blackburn, Planning Director Kevin Rothrock, Police Chief Nathan Kirk, Fire Chief and Emergency Services Director Kent Graham, Landscape Director Cory Cathcart, Finance Director Tasha Brown, Zoning Enforcement Officer Brian Johnson, TDA Executive Director Tracy Brown, Assistant Director Amanda Lugenbell, IT Director Thomas Steele and Town Clerk Hilari Hubner, who recorded the minutes.

CALL TO ORDER

Mayor Sellers called the meeting to order at 9:00 a.m. on Wednesday, January 29th and welcomed everyone. Mayor Pro-Tem Matheson made a motion to open the meeting, seconded by Council Member Harwood. Unanimously approved.

Wednesday Items Discussed:

- Year In Review/Retreat Review
- Project Updates from 2024 – AMI meters, childcare facility opening
- Helene Update
- Audit Update – June 30, 2024 and Fund Balance
- Debt Update
- Historic Discussion – Downtown

The meeting recessed from 12:00 p.m. until 1:00 p.m. for lunch.

- TDA Update
- Downtown Subcommittee Update and Next Steps – Final recommendations will be presented to Planning Board and the Subcommittee will dissolve soon after.
- Parking Discussion

At 4:05 p.m. Council recessed for the evening.

On Thursday, January 30, 2025, at 9:00 a.m. Mayor Charlie Sellers, Mayor Pro-Tem Doug Matheson, Council Members Cat Perry, David Harwood, Melissa Pickett and Pete Gherini. Also present were Town Manager Shane Fox, Parks and Recreation Director Jennifer Brown, Public Works and Utilities Director Matt Blackburn, Planning Director Kevin Rothrock, Police Chief Nathan Kirk, Fire Chief and Emergency Services Director

Kent Graham, Finance Director Tasha Brown, Town Engineers Doug Chapman, IT Director Thomas Steele and Town Clerk Hilari Hubner, who recorded the minutes.

Thursday Items Discussed:

- Memorial Park Bid Results and Discussion – February 11th Council Agenda
- Town Reservoir Survey Results and Discussion – Bring a “Action Plan” to Council at the February 11, 2025 – Council Meeting
- Sidewalk Study Results and Discussion

The meeting recessed from 12:00 p.m. until 1:00 p.m. for lunch.

- Streets Assessment/Paving and Discussion
- Crosswalks and Main Street Parking
- Sewer and Water Line replacement and expansion

At 3:40 p.m. Council recessed for the evening.

On Friday, January 31, 2025, at 9:00 a.m., the meeting was reconvened. Present were Mayor Charlie Sellers, Mayor Pro-Tem Doug Matheson, Council Members Cat Perry, David Harwood, Melissa Pickett and Pete Gherini. Also present were Town Manager Shane Fox, Parks and Recreation Director Jennifer Brown, Public Works and Utilities Director Matt Blackburn, Planning Director Kevin Rothrock, Police Chief Nathan Kirk, Fire Chief and Emergency Services Director Kent Graham, Finance Director Tasha Brown, Landscape Director Cory Cathcart, IT Director Thomas Steele and Town Clerk Hilari Hubner, who recorded the minutes.

Friday Items Discussed:

- Employee Housing Discussion – start the “leg work” – first step is to get a local bill in place
- Board Appointments – applications were given for review and will be voted on at the February meeting
- IT – “cyber security”, website, new sound equipment for Council Chambers

Prioritization of projects for 2025 –

- Memorial Park – February 11th Council Agenda
- Sidewalks – Repairs – New sidewalks Ransom Street, Morris Street, Chestnut Street, Wallingford Street, Clark Street
- Paving
- Water – Pine Street, Green Street, Park Avenue, West Greenhill, Goforth Road, Chetola
- Sewer – Mayview Road, Country Club and Chestnut Circle
- EAP Dam Work – February 11th Council Agenda

- Sunset Cross Walks – February 11th Council Agenda

The meeting was recessed from 12:00 p.m. until 1:00 p.m. for lunch. At 1:30 p.m. Council reconvened at Town Hall for NCLM Advancing Municipal Leaders Town Academy Training.

EXECUTIVE SESSION

NONE

ADJOURN

At 3:35 p.m. with no further business to discuss Council Member Gherini made a motion to adjourn, seconded by Council Member Perry. Unanimously approved.

MAYOR _____ **ATTEST** _____

Charlie 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: Budget Amendment Ordinance
(Ordinance #2025-03)
Date: February 11, 2025

Enclosed please find a Budget Amendment Ordinance for the fiscal year 2024-2025 for your consideration.

Section 1 (General Fund) allocates funding as follows:

- Allocates fund balance (\$25,000) to cover the planning and engineering cost for various potential projects. This allocation will be directed towards Central Government Engineering.

Section 2 (Water/Sewer Fund) allocates funding as follows:

- Allocates fund balance (\$65,000) to cover the EAP for the Dam/Reservoir as well as other general engineering costs and various potential projects. This allocation will be directed towards Water/Sewer Engineering Services.

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

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, 2025:

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>
10-00-4200-080	GF Engineering Services	\$ 15,000	\$ -	\$ 25,000	\$ 40,000

This will result in a net increase of \$25,000 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	\$ 131,838	\$ -	\$ 25,000	\$ 156,838

Section 2. To amend the Water/Sewer 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>
30-91-7110-721	Engineering Services	\$ 3,500	\$ -	\$ 65,000	\$ 68,500

This will result in a net increase of \$65,000 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>
30-91-3400-399	Fund Balance Appropriated	\$ 113,624	\$ -	\$ 65,000	\$ 178,624

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

Adopted this 11th day of February 2025.

Attested by:

Charles Sellers, Mayor

Hilari Hubner, Town Clerk

Consent Agenda - Staff Report

To: Mayor Charlie Sellers and the Blowing Rock Town Council

From: Shane Fox, Town Manager

Subject: EAP Proposal

Date: February 11, 2025

Information:

Following guidelines under NCGS 143-215.31 (a1), the Division of Energy, Mineral, and Land Resources require an Emergency Action Plan update for the Dam at the Town Reservoir. In the past the EAP has been updated and completed by the Town's contract Engineering Firm, McGill Associates. As a part of the state's requirement, we asked McGill to provide the Town with a proposal and scope of work to complete the EAP.

Recommendation:

Staff recommend the Town Council approves the EAP proposal from McGill in the amount of \$34,100 to prepare and submit the necessary documentation to complete the EAP requirement for the Dam.

Attachments:

1. EAP Proposal – McGill Associates

February 6, 2025

Mr. Shane Fox
Town Manager
Town of Blowing Rock
1036 Main Street, NC 28605
Transmitted via email: sfox@townofblowingrocknc.gov

RE: Proposal for Professional Engineering Services Old Blowing Rock Water Supply Dam
(WATAU - 012) EAP Update Watauga County, North Carolina

Dear Mr. Fox:

This proposal for Professional Engineering Services for the subject dam is respectfully submitted for your consideration. It is our understanding that you are requesting McGill Associates, PA (McGill) to provide professional engineering services to update the Emergency Action Plan (EAP) for the dam, which was last updated in 2016.

Scope of Services:

McGill will provide the following services:

Emergency Action Plan

The major component of the EAP is the inundation map used for depicting areas affected by a dam failure and sudden release of the impoundment (as required per NCGS 143-215.31(a1)(2)d). Dam Safety no longer permits the use of the simplified SIMS Methodology that was employed during the 2016 EAP update for preparing inundation maps. NC Dam Safety now requires that inundation maps for high and intermediate hazard dams be developed based on a Sunny Day breach and a Spillway Design Flood (SDF) breach using USACE HEC-RAS or a similar GIS based detailed hydraulic model.

The subject dam is classified Class C (High Hazard), small size (total storage less than 750 and height less than 35 feet). Per 15A NCAC 02K .0205(e), the SDF for the dam is the 1/3 PMP (Probable Maximum Precipitation).

A hydrologic and hydraulic study is needed to compute the SDF and develop the downstream inundation maps. The hydrologic and hydraulic study and associated models are also a required submittal to NC Dam Safety for the review of the EAP.

The emergency contacts used for the prior EAP can be reused. However, the more detailed modeling described above often alters and/or expands the flood inundation zone. So, the affected properties will need to be updated based on the new mapping.

Tasks to provide the engineering documentation for the EAP Update include:

1. Acquire publicly available LiDAR, soil, and land use data for use in hydrologic and hydraulic modeling.
2. Perform the necessary hydrologic evaluation to compute the SDF for the dam.
3. Develop a 2D HEC-RAS version 5.0.7 (or accepted version) hydraulic model of the system to simulate the SDF and sunny day breach inundation area using LiDAR data.
4. Develop inundation maps for a sunny day breach and SDF breach conditions and identify hazards within the inundation zones.
5. Develop the engineering documentation to be included in the EAP.

In addition to the above engineering services, McGill will also assist the Town in assembling the complete EAP document. This includes the following Services

1. Develop the EAP for the dam and
 - a. The EAP will be developed using the NC Dam Safety's July 2021 format.
 - b. Contact emergency response center, incident commander, and other stakeholders to confirm no changes has occurred since 2019.
 - c. Tabulate contact information of at-risk roadways and residential and commercial properties located within the delineated inundation zones based on available data.
 - d. Act as the Dam Operator's Engineer and provide the required 24-hour contact information.
2. Submit the EAP to Dam Safety.

3. One round of responses to reasonable questions from NC Dam Safety is included in this scope. Revise and resubmit the EAP if needed.
4. Distribution of the approved EAP to emergency response center, incident commander, and other stakeholders identified in the EAP.

Schedule:

Based on our understanding of the project scope, McGill anticipates the EAP will be completed in four (4) months from Notice to Proceed.

Assumptions:

The following assumptions have been made by McGill in the preparation of this proposal.

1. Dam elevations, normal pool, and storage volume will be obtained from the dam construction and record data, LiDAR Data, and/or Dam Safety inventory data.
 - a. The scope is developed with the intent of maximizing the use of available data and reducing data collection. Please provide any data available at the onset of the project to include in the review.
 - b. If a topographic survey is deemed necessary, a supplemental scope and cost proposal for those additional services will be provided.
2. Reasonable response time by Dam Safety regarding the inquiry about record data.
3. No in-person meetings with regulatory agencies are included.
4. The fees noted in the Basis of Compensation are for the specific tasks detailed in this proposal. Additional services may be added by mutual agreement and in accordance with the attached Standard Hourly Rate schedule.
5. If the EAP is activated and technical guidance is warranted, services provided will be billed in accordance with the McGill Standard Hourly Rate schedule at the time of service.
6. Services for tasks other than those specifically detailed above are not included in the above fees.

Owner's Responsibilities:

1. The Owner shall provide all data used in the current EAP submittal and construction drawings and calculations to McGill.

2. The Owner shall examine documents submitted by McGill and shall render timely decisions pertaining thereto, to avoid unreasonable delay in the progress of McGill's work.

Basis of Compensation:

McGill anticipates providing the described services for a lump sum fee of \$ 34,100.00.

Tasks	Fee
Emergency Action Plan	
Engineering Documentation for the EAP	\$22,500
Full EAP Development	\$9,300
EAP Distribution	\$2,300
Project Total	\$34,100

If the above is acceptable to you, please sign the attached Consulting Services Agreement (CSA). We appreciate your consideration of our proposal for services and look forward to working with you. If you have any questions concerning the information contained within this proposal, please do not hesitate to call me at 919-378-9111 or via email at cameron.long@mcgillassociates.com. We look forward to this opportunity to assist you with this important project.

Sincerely,

MCGILL ASSOCIATES, PA

Cameron Long

CAMERON LONG, PE,

Water Resources Practice Area Leader

CONSULTING SERVICES AGREEMENT

This contract entered into this _____ day of _____, 2025 by and between _____, NC, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of

Client:

Authorized Signature:

Print Name: _____

Title: _____

Address: _____

liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

McGill Associates, P.A.

Cameron Long

Print Name: Cameron Long, PE

Title: Water Resources Practice Area Leader

Address: 5400 TRINITY RD, STE 107, RALEIGH, NC 27607

BASIC FEE SCHEDULE

July 2024

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$300			
Principal – Regional Manager – Director	\$245	\$255	\$280	\$290
Practice Area Lead	\$220	\$240	\$270	\$280
Senior Project Manager	\$220	\$235	\$260	\$270
Senior Engineer	\$220	\$235	\$260	\$270
Project Manager	\$190	\$205	\$210	\$215
Senior Project Engineer	\$190	\$205	\$210	\$215
Project Engineer	\$155	\$165	\$175	\$185
Engineering Associate	\$135	\$140	\$145	\$150
Planner- Consultant – Designer	\$140	\$150	\$175	\$190
Engineering Technician	\$120	\$135	\$140	\$150
CAD Operator – GIS Analyst	\$100	\$110	\$120	\$130
Construction Services Manager	\$155	\$165	\$180	\$200
Construction Administrator	\$130	\$145	\$155	\$165
Financial Services Manager	\$140	\$150	\$160	\$170
Grant Administrator	\$125	\$140	\$150	\$160
Construction Field Representative	\$105	\$115	\$125	\$140
Environmental Specialist	\$105	\$115	\$120	\$125
Administrative Assistant	\$85	\$90	\$100	\$115
Survey Party Chief	\$100	\$115	\$130	\$150
Survey Field Technician	\$85	\$90	\$95	\$100

EXPENSES

- a. Mileage - \$0.70/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$30/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



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: Project Ordinance # 2025-01
Date: February 11, 2025

Attached please find for your consideration a Project Ordinance for the USDA Water & Sewer Improvements Project.

ORDINANCE
USDA WATER AND SEWER IMPROVEMENTS
PROJECT ORDINANCE

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

Section I. The project authorized includes the Town of Blowing Rock's USDA Water and Sewer Improvements CFDA Number 10.760 Water and Waste Disposal Systems for Rural Communities known as "USDA Water and Sewer Improvements Project"

Section II. The officers of the Town of Blowing Rock are hereby directed to proceed with the project within the terms of the rules and regulations of the USDA Rural Development and the budget contained herein.

Section III. The following revenues are anticipated to be available to complete the project:

USDA Loan Proceeds	\$ 4,565,000
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Section IV. The following amounts are appropriated for the project:

Construction/Development	\$ 3,153,000
Contingency	\$ 314,800
Engineering Fees	\$ 830,800
Administrative	\$ 15,000
Permit Fees	\$ 1,400
Legal Fees – Local Attorney	\$ 1,500
Legal Fees – Bond Counsel	\$ 26,500
Interim Finance Interest	\$ 222,000

Section V. The finance officer is hereby directed to maintain sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement, Federal and State regulations.

Section VI. Funds may be advanced from other Town of Blowing Rock fund accounts for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency following the regulations and rules of the grant.

Section VII. The finance officer is directed to report as requested on the financial status of the project element in Section IV and on the total revenues received or claimed.

Section VIII. The budget officer is directed to include an analysis of costs and revenues on this project as requested by the Council.

Section IX. Copies of this Project Budget Ordinance shall be made available to the budget officer for direction in carrying out this project.

This ordinance shall become effective upon adoption.

Adopted as submitted this 11th day of February 2025 at Blowing Rock, North Carolina.

Charles Sellers, Mayor

Attest:

Hilari Hubner, Town Clerk



June 24, 2024

Town of Blowing Rock
Attn: Mayor Charlie Sellers
PO Box 47
Blowing Rock, NC 28605

SUBJECT: Letter of Conditions

Recipient Name: Town of Blowing Rock
Project Name: Water and Sewer Improvements
CFDA NUMBER: 10.760 Water and Waste Disposal Systems for Rural Communities

Agency Loan: \$4,565,000
Applicant: \$ 0
Other Funding: \$ 0

Dear Mayor Sellers:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence shall be cause for discontinuing processing of the application.

This letter does not constitute loan approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed \$4,565,000. The loan will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your

Rural Development
160 Zillicoa, Ste. 2, Asheville, NC 28801
Phone: 828-254-0916 Ext. 5, Fax: 844-325-6823

USDA is an equal opportunity provider, employer, and lender.

application, please complete and return the following forms:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
 Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at: [Water and Environmental Programs | Rural Development \(usda.gov\)](https://www.usda.gov/water-and-environmental-programs/rural-development)

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used to make improvements to the Town's existing water treatment plant (WTP), wastewater treatment plant (WWTP) and to the existing Mayview Lift Station and force main in the wastewater collection system. Improvements at the WTP consist of replacement of the flocculators, replacement of the high service pump and valves, replacement of one finished water pump, replacement and relocation of turbidimeters, replacement and painting of valves, piping and bolts throughout the plant and electrical and SCADA equipment upgrades throughout the plant. Improvements at the WWTP consist of replacing the bar screen, replacement of aeration equipment in the digester, replacement of influent pumps, repairs to the building roof and electrical and SCADA equipment improvements throughout the plant. The proposed improvements include the replacement of the Mayview Lift Station off of Wilmot Circle and approximately 275 linear feet of 6-inch force main that runs from the existing lift station to a tie-in point on the existing force main along Laurel Drive.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by McGill & Associates with a seal dated August 22, 2023, and concurred by the Agency State Engineer on September 5, 2023.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Loan	\$4,565,000
TOTAL PROJECT COST	\$4,565,000

There is no other additional funding for the proposed project.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency funds.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to de-obligate any, and all, funding for this project and to re-underwrite. This may result in the offering of a different funding package to for this project.

If necessary and prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total</u>
<u>Budgeted:</u>	
Development	\$3,153,000
Contingency	\$ 314,800
Engineering Fees	\$ 830,800
Includes:	
Preliminary Engineering Report & Environmental Documents	\$ 60,000
Design & Construction Admin	\$441,000
RPR Services (Inspection)	\$311,200
Additional Services	\$ 18,600
Administrative	\$ 15,000
Permit Fees	\$ 1,400
Legal Fees - Local Attorney	\$ 1,500
Legal Fees - Bond Counsel	\$ 26,500
Interim Finance Interest	<u>\$ 222,000</u>
TOTAL PROJECT COST	<u>\$4,565,000</u>

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan funds not needed to complete the proposed project will be de-obligated. Any reduction will be applied to Agency loan funds first. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An “Amended Letter of Conditions” will be issued for any changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Projects should be completed, and Agency funds fully disbursed within three years of obligation.** By agreeing to the terms herein, you agree to comply with the milestones identified below. If, for any reason, one or more of the milestones cannot be met, you must notify the Agency in writing at least 30 days prior to the referenced date. Should your final completion date become more than three years after obligation the written request will follow the procedures outlined in Section VI of this letter, including the submission of not less than 90 days prior to the benchmark. The correspondence must contain a valid explanation as to why the milestone cannot be met and include a proposed revised project completion schedule. If the Agency agrees to the modification, a written confirmation will be issued. The Agency reserves the right to de-obligate loan and/or grant funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	Dates
ESA Executed by Owner-Engineer-USDA	August 13, 2024
All Final Design Phase Deliverables Complete, Including Permit Acquisition	March 11, 2025
Land & Easement Acquisition Complete	March 11, 2025
Initial Advertisement of Bids	May 25, 2025
Notice to Proceed with Construction Issued	November 11, 2025
Substantial Completion (Contract Time)	September 22, 2026
Final Completion (Project Close Out)	October 22, 2026

SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. The first payment, consisting of principal and interest, will become due and payable on June 1st following the date of the loan closing, or delivery of the bond, and annually thereafter on the 1st day of June of each year until maturity. For planning purposes, use a 3.5% interest rate which provides for an annual payment of \$213,779. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a Revenue Bond with parity lien position in the amount of \$4,565,000. The bond will be prepared in accordance with RUS Instruction 1780, Paragraph 1780.14, and the North Carolina Local Government Bond Act. USDA, Rural Development will negotiate the purchase of the bond with the Town of Blowing Rock and the North Carolina Local Government Commission (“LGC”).

The North Carolina LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the “United States of America, Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

If the loan will be on parity with other lenders, the bond security instrument must specify that, in the event of default, each lender will be affected on a proportionate basis.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies)”. A draft of all security instruments, including draft bond resolution, must be reviewed, and concurred in by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the

repayment period of the loan. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. For planning purposes, 10% of the proposed loan installment would equal \$1,782 per month; this amount should be deposited monthly until a total of \$213,779 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the PER, you must deposit at least \$12,033 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

- i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 - 1. Is in a position to handle federal funds;
 - 2. Is in a position to influence or control the use of those funds; or,
 - 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

10. Environmental Requirements - At the conclusion of the proposal's environmental review process, specific action(s) were determined necessary to avoid or minimize adverse environmental impacts. The following action is required for successful completion of the project and must be adhered to during project design and construction:

Project Specific Mitigation Measure: *The applicant shall avoid cutting down any trees or snags that could potentially provide suitable habitat for roosting bat species. Should tree clearing become necessary to complete the project, then the applicant should coordinate with Rural Development and the U.S. Fish and Wildlife Service prior to tree removal.*

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. **Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance,” or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. Contract Documents, Final Plans and Specifications – All development will be completed by contract in accordance with applicable provisions of RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, (copy available upon request), and in compliance with all statutory requirements. You are responsible to share this with your engineer before pre-design.

- a. The plans and specifications and all proposals required by law must be approved by NC Department of Environmental Quality.
- b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.
- c. The Agency will need to concur in the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.
- d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.
- e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

13. Build America, Buy America Act (BABAA) Requirements – Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABAA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and

supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- a. applying the domestic content procurement preference would be inconsistent with the public interest;
- b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABAA) appendix to this Letter. Owners are required to maintain records as specified in their loan or grant agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

14. Legal Services – A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

15. Property Rights – Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b. **Form RD 442-20, “Right-of-Way Easement”** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
- c. **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d. **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- e. **Preliminary Title Work (Title Opinion)** – When applicable, your attorney or title company will provide a preliminary title opinion for any property related to the facility, currently owned and to be acquired, along with copies of deeds, contracts or options for purchasing said property. Form RD 1927-9, “Preliminary Title Opinion,” may be used.
- e. **Title Work (Title Insurance when a security interest is not taken in the real estate)** – When applicable, your attorney or title company will secure an Owners’ Title Insurance policy on all real estate to be acquired in connection with this project. This policy should be in an amount equal to the market value of the property as improved.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

16. System Policies, Procedures, Contracts, and Agreements – The facilities must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

- a. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/f1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict-of-interest policy is available through Agency-contracted technical assistance providers if desired.

- b. **Contracts for Other Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict-of-interest policy, which must be in place prior to obligation of funds.

17. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan/grant.

18. System Users – This letter of conditions is based upon your indication at application that there will be at least 2,077 residential water users, 420 non-residential water users, and at least 1,680 residential sewer users and 393 non-residential sewer users on the existing systems when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g., increase user rates, sign up an adequate number of other users, reduce project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

19. Construction Account – A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

20. Interim Financing – The Agency's policy is to utilize interim financing for all loans exceeding \$500,000. Prepayment penalties on interim financing are not allowed. The borrower will obtain interim construction financing in accordance with RUS Instruction 1780, paragraph 1780.39(d), and the Local Government Bond Act through the sale of a Bond Anticipation Note with the assistance of the LGC for the USDA loan obligation. The borrower will provide USDA Rural Development with a copy of the interim loan financing agreement. The fact that a commercial lender's rates are higher than current Agency interest rates does not necessarily mean that the commercial rates is not reasonable.

21. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O and M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O and M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

22. Permits – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

23. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) – The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

24. Bid Authorization – Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

25. Disbursement of Agency Funds – Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: interim financing or Agency loan funds. Interim financing or Agency loan funds will be expended, if applicable, after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement.

26. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer’s evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a. **Cost Overruns** – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b. **Excess Funds** – If bids are lower than anticipated at time of obligation, excess funds must be de-obligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be de-obligated, with grant funds being de-obligated first. Excess funds do not include contingency funds as described in this letter.

27. Suspension and Debarment Screening – In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

28. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

29. Final Rights of Way – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, “Final Title Opinion” may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

30. Insurance and Bonding Requirements – Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

- a. General Liability Insurance** – Include vehicular coverage.
- b. Workers' Compensation** – In accordance with appropriate State laws.
- c. Guaranty or Fidelity Insurance** – Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through “blanket” coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
- d. National Flood Insurance** – If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently

participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing. ***Flood insurance on the Water Treatment Plant must be obtained by the Town of Blowing Rock in accordance with executed FEMA Form FF-206-FY-21-116 (formerly 086-0-32).***

- e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as “Other Insured” so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

- 31. **Initial Civil Rights Compliance Review** – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

- 32. **Interim Financing** – Interim financing is being used. Generally, loan closing will occur near the end of construction when interim funds are fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-28), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

- 33. **Electronic Payments** – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing.

- 34. **Other Requirements** – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a. **System for Award Management** – You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: <http://sam.gov>. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, grant, or guaranteed loan with the Agency. To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).

- b. **Litigation** – You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c. **Certified Operator** – Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

35. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed, and Agency funds fully disbursed, within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan and/or grant monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

36. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

37. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

38. Inspections – The Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

39. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

40. Payments – Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed

by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

41. Use of Remaining Funds – As stated above and if applicable, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

- a. Funds remaining after the applicant contribution and connection fees, if applicable, may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
- c. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

42. Technical, Managerial and Financial Capacity – It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

43. Reporting Requirements Related to Expenditure of Funds – An annual audit under 2 CFR 200 is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 9 months of your fiscal year end. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

44. Prepayment and Extra Payments – Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

45. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with generally accepted accounting principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports. The type of financial information that must be submitted is specified below:

- a. **Audits** – An audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

See Section VI for additional information regarding audits.

- b. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

46. Annual Budget and Projected Cash Flow – Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, “Statement of Budget, Income and Equity,” or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

47. Graduation – By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

48. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

49. System for Award Management – You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 34 of this letter.

50. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

51. Insurance – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

52. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 *et seq.*) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** – LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the

Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

- f. **Controlled Substances Act** – Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

53. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact me at 828-254-0916 or by e-mail at michael.ledford@usda.gov.

Sincerely,

Michael Ledford

Michael Ledford
Area Specialist

Attachments

cc: Community Programs Director
Accountant
Attorney
Bond Counsel
Engineer

Appendix

Build America, Buy America Evidence Standards

Manufacturers

For each item to which BABAA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABAA. This document must be signed by an authorized company representative.

Architects and Engineers

Compliance with BABAA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABAA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector

As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABAA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors

Construction contract(s) must include a requirement to procure and install only items that comply with BABAA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABAA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABAA and that all manufacturers' certifications were provided.



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: Project Ordinance # 2025-02
Date: February 11, 2025

Attached please find for your consideration a Project Ordinance for the Middle Fork Greenway Phase 1B, Blue Ridge Parkway Section. This will be funded by a grant received from the Office of State Budget Management. Attached with the ordinance is a map of the project, Phase B is the Blue Line. Also attached is the draft alignment. Withers Ravenel is currently working on submitting the Environmental Assessment to the Blue Ridge Parkway.

**Middle Fork Greenway- Blowing Rock Section - Phase 1B Blue Ridge Parkway
Capital Project Ordinance
Ordinance #2025-02**

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 construction of the middle Fork Greenway-Blowing Rock Section Phase 1B to be financed by the Office of State Budget Management (OSBM) grant funds to be reimbursed to the Town from the OSBM and any additional funding for the project outside of the OSBM grant are understood to be reimbursed to the Town from the Blue Ridge Conservancy.

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:

Administration Expenses	50,000
Goods Expenses (Bridge)	500,000
Contract and Services Expenses -CEI	200,000
Contract and Services Expenses - Construction	1,250,000
	<u>\$2,000,000</u>

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

OSBM Grant	2,000,000
	<u>\$2,000,000</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 grant 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.

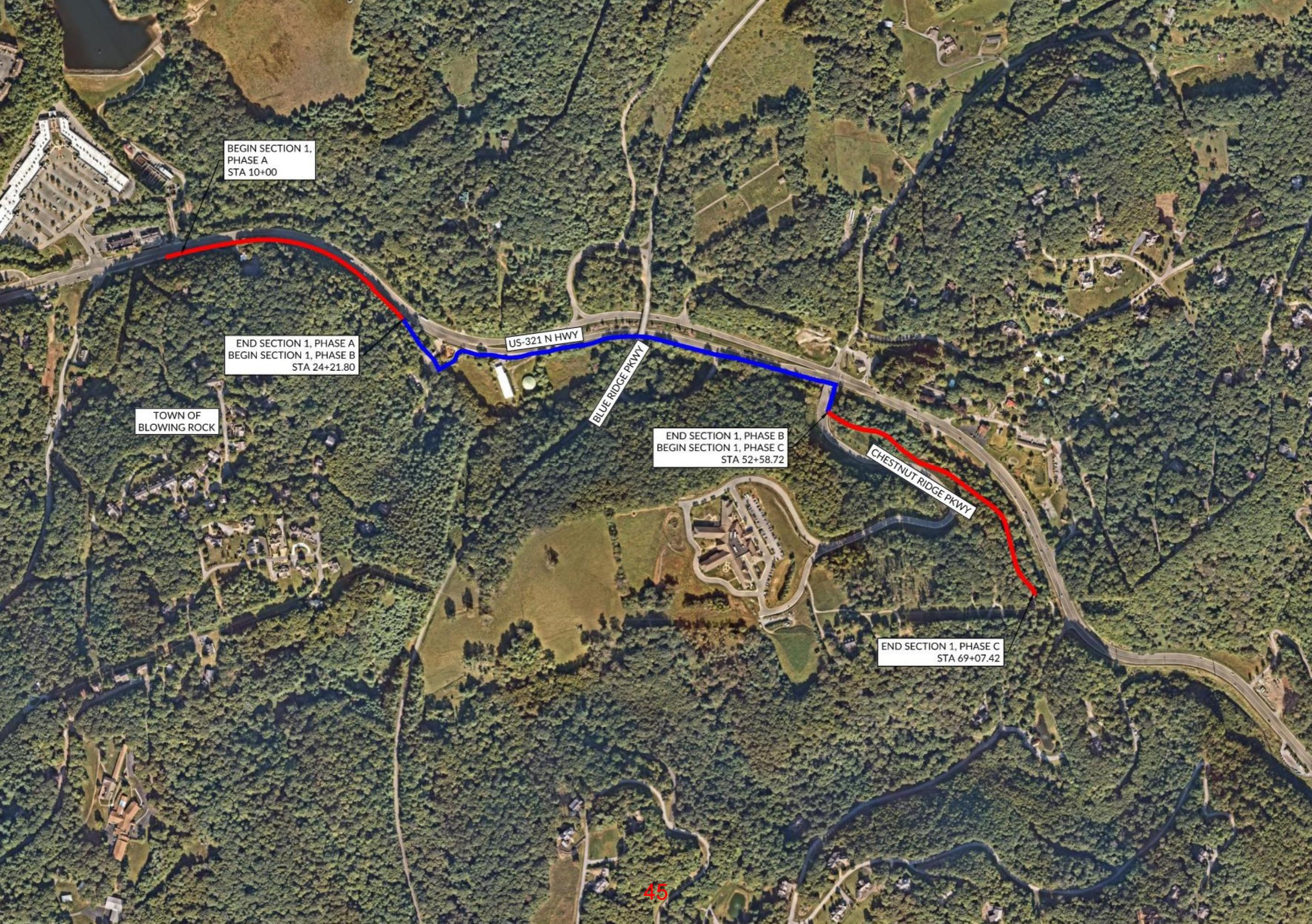
Section 7. The Finance Officer is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and on any total grant revenues received or claimed.

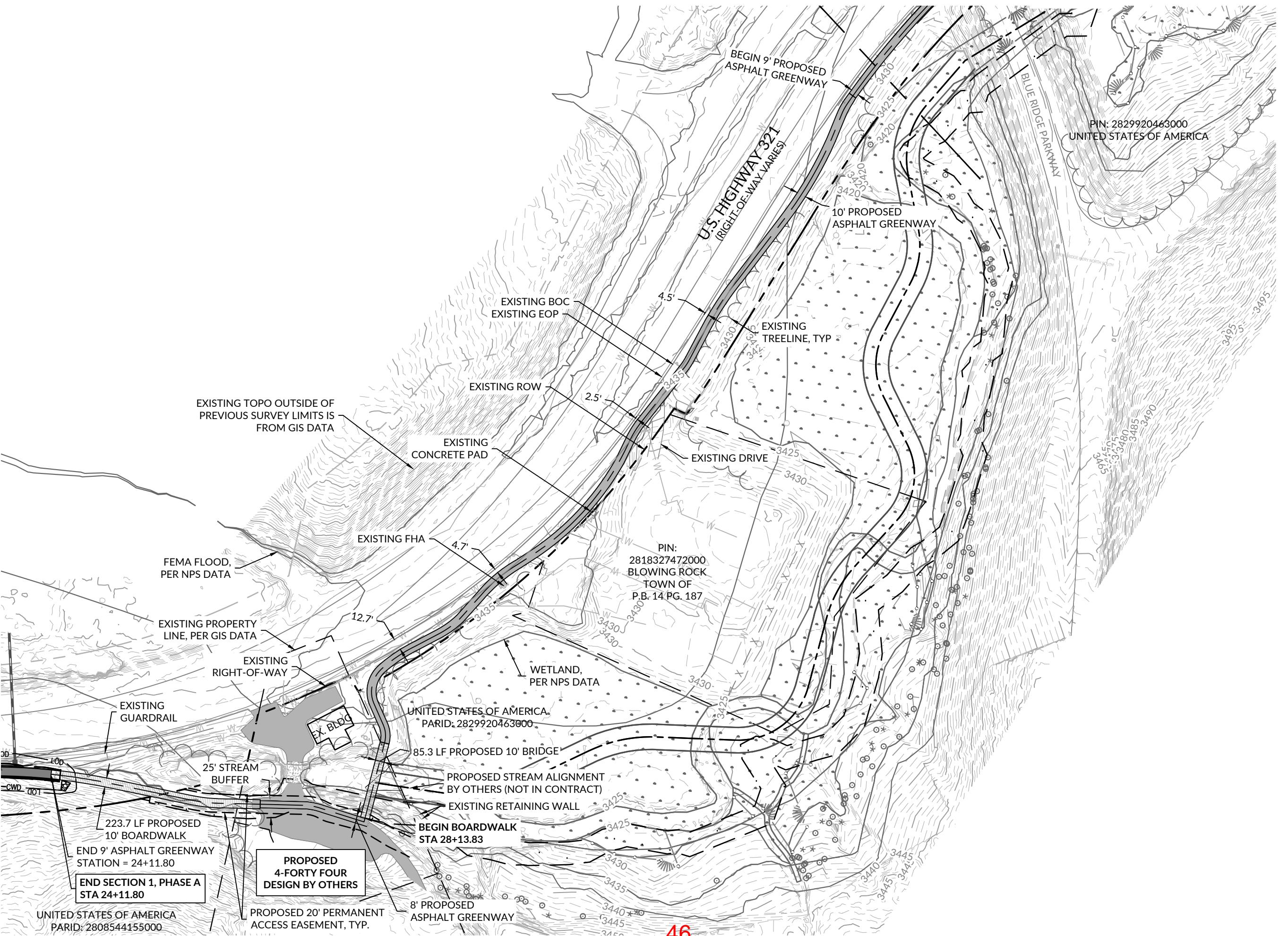
Section 8. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and the Finance Officer for direction in carrying out this project.

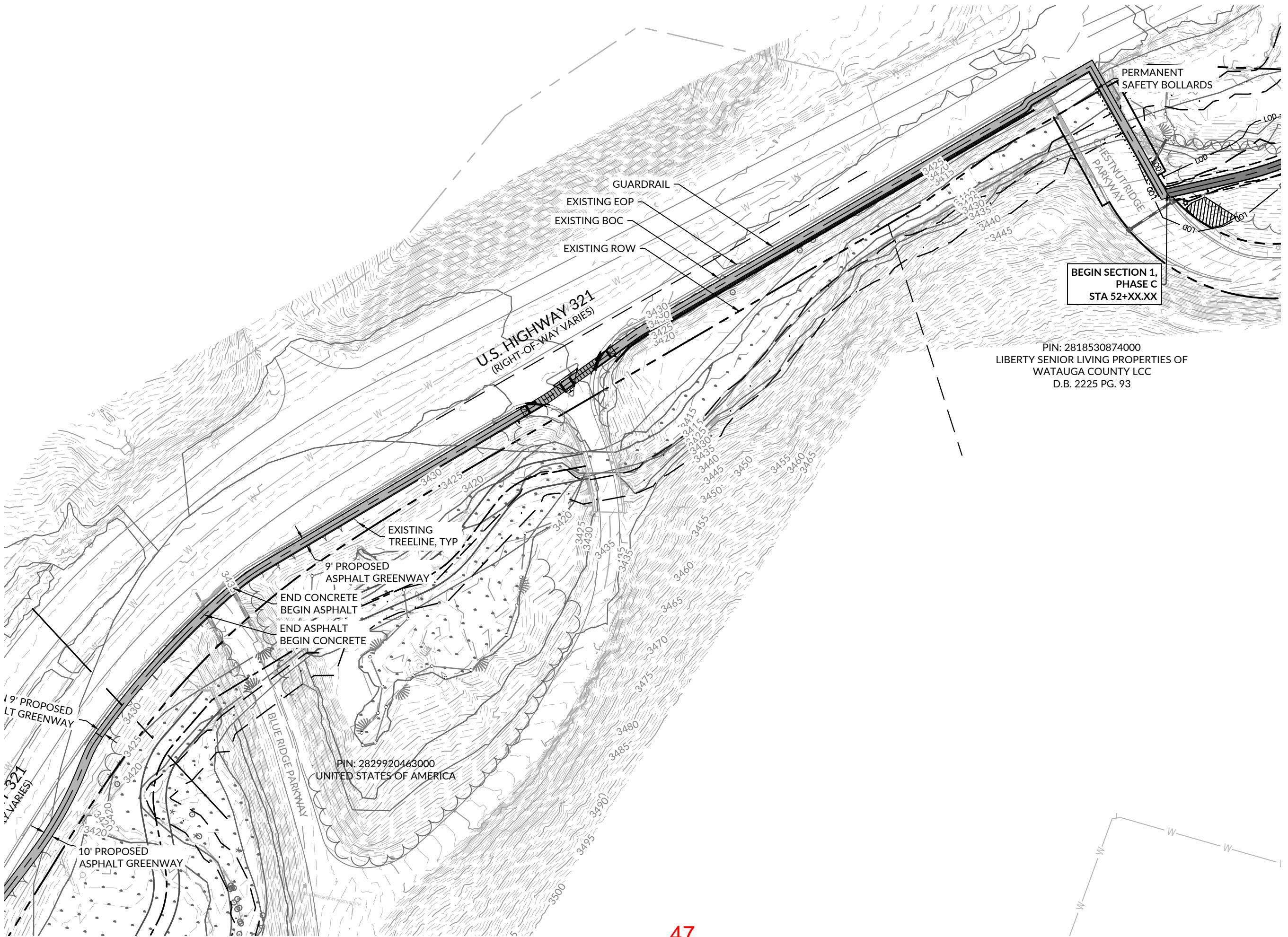
Adopted this 11th day of February 2025.

Charles Sellers, Mayor

Hilari Hubner, Town Clerk



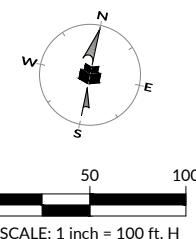




**MIDDLE FORK GREENWAY
SECTION 1 PHASE B
EB-5924**

EXISTING CONDITIONS

U.S. 321 N HWY | BLOWING ROCK, NC | WATAUGA COUNTY

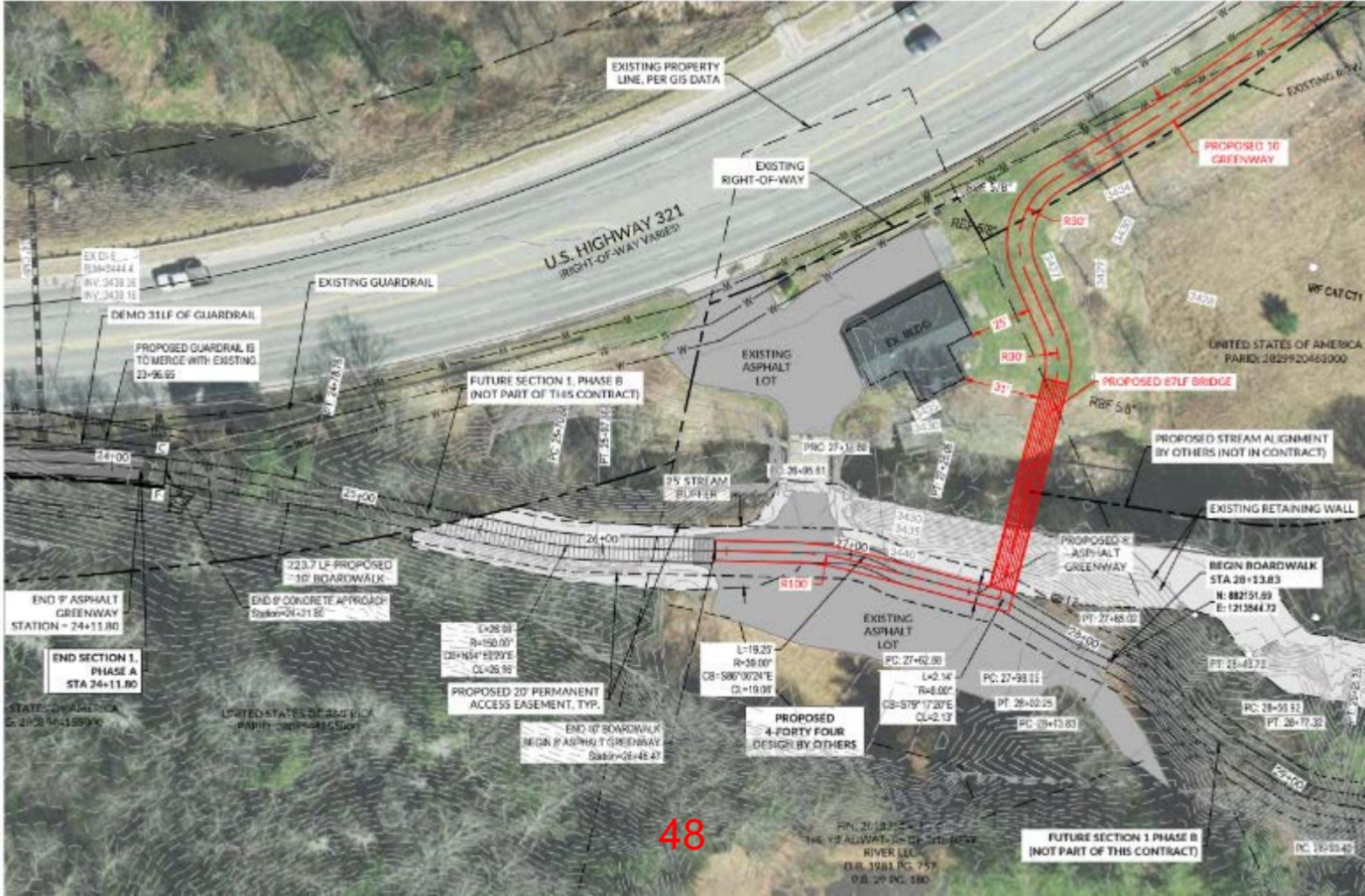


Initial Plan Date: 10/16/2024
Revisions:

WR Job No. 02180160.00 DATE 10/04/2024
DRN: WR DGN: WR CKD: WR

**SECTION 1 PHASE B
ALTERNATE ROUTE**

EST. 1983



TO: Mayor Charlie Sellers and the Blowing Rock Town Council

FROM: Kevin Rothrock, Planning Director

SUBJECT: CZ 2024-04 Conditional Rezoning from R-6M to CZ-GB – Green Park Inn

APPLICANT: John Winkler

DATE: February 3, 2024

REQUEST

John Winkler (Applicant) is requesting a conditional rezoning of the Green Park Inn property at 9239 Valley Blvd from R-6M, Multi-family to Conditional Zoning – General Business (CZ-GB). The Applicant is proposing a 40-room hotel, 12 condominiums and 8 cottages (2 units per cottage) on the site. The Applicant proposes to try to preserve the lobby portion of the existing Inn and build a new 40-room hotel, with additional restaurant and venue space. The property is further identified by Watauga County PIN 2817-42-2568-000.

BACKGROUND

The Green Park Inn has been in operation for almost 135 years and in that time development around it has been mainly residential. In the early 1980s, the property and those surrounding were zoned multi-family residential. As such, the historic hotel was deemed a nonconforming use and any property changes were limited to renovations and maintenance. In 2008, the Town adopted a historic properties ordinance as part of the Land Use Code which allowed up to 50% expansion of nonconforming properties including the Green Park Inn, the Blowing Rock visitor attraction and the Gideon Ridge Inn through a Special Use Permit. The Applicant has chosen to seek a conditional rezoning of the property to reduce the size of the hotel from 88 rooms to 40, salvage some of the original structure, and add a 12-unit condominium building and 4 duplex units.

SITE PLAN

General

The Applicant plans to remove sections of the hotel that were not part of the original construction and add back a larger restaurant and wedding venue. The number of hotel rooms will be reduced from 88 to 40 rooms and the historic lobby area and other parts of the main floor will be maintained and restored. The hotel sections to be demolished will be taken down carefully to salvage valuable materials for reuse on the property.

Setbacks

Some of the proposed buildings will exceed 35 feet in height so an increased street and side/rear setback will be required in those areas. As proposed, the project meets all setback requirements.

Building Height

The proposed remodeled hotel will be 50 feet in height and the condominium units will be just shy of 50 feet in height measured at the primary building entrance.

Architectural Design

The hotel will be remodeled and renovated in a smaller footprint to remain as close to the original structure built 135 years ago. The design features and materials will remain very close to the style from the 1890's

The proposed 12-unit condominium building will look more like other structures in the Green Park Historic District with a combination of wood board and batten and popular bark siding along with stone accents. There will be balconies on the western side of the building facing the Blowing Rock Country Club.

The duplex units will have board and batten siding and stone accents.

Access

There are currently multiple access points to the site off Green Hill Road and Hwy 321. When the project is complete there will only be one access on Hwy 321 and one on Green Hill Road. An additional driveway is planned on Goforth Road for use of the condominium tenants and which provides an additional access for fire apparatus.

The Applicant proposes a condition to not be required to provide a sidewalk along Goforth Road. Staff agrees with this condition provided a pedestrian connection from the intersection of Village Drive and Green Hill Road is constructed for access into the rear of the property. This may involve the construction of some steps from Green Hill Road to the hotel parking lot.

Parking

The current parking lot is being redesigned to provide adequate parking to serve the hotel and restaurant and to have parking for the duplex cottages. Parking for the condominium building will be in a surface lot and a covered parking garage on the west side of the building.

With all the proposed uses the project requires 132 parking spaces and 151 parking spaces are being provided. This is a surplus of 19 spaces.

Storm Water

The property sits along the continental divide so some water drains to the New River watershed while the other half of the property flows to the Yadkin River basin. There are no storm water controls currently at the property except for a few conveyance culverts. The proposed project will collect storm water runoff and store it in a detention system under the proposed parking lot on the east side of the property. The detained storm water will be conveyed to the drainage along Hwy 321.

The Applicant proposes an upgrade to the edge of Green Hill Road by adding curb and gutter to collect drainage and eliminate the roadside ditch. After further review, staff recommends not adding curb and gutter until the start of the curve to minimize encroachment into the root zones of the trees along Green Hill Road.

Utilities

Public water and sewer services currently serve the property and will remain.

All electrical services will be relocated underground.

Garbage Collection

Garbage collection will be through two dumpster locations on the site. One dumpster enclosure will be in the eastern corner of the parking lot along Green Hill Road while the other will be closer to the condominium building below the slope of Hwy 321. Both enclosures will be heavily screened with fencing and landscaping.

Landscaping

There are some existing trees on the site that can be saved, especially along the edge of Green Hill Road and along Hwy 321 at the edge of the new driveway to the condo building. The landscape plan indicates many of these trees will be saved and they should be.

The proposed landscape plan has been reviewed and shows extensive planting in the buffer areas and between the parking areas and the buildings. The parking lot shading meets the code requirements based on the number of existing trees and the proposed trees scheduled for planting.

Staff views the landscape plan as preliminary which can be approved moving forward. There are some site changes that are possible through the review process, so staff plans to work with the landscape designer to identify the existing trees to be saved and the type of plants proposed for the project. A final plan will be approved prior to construction.

Applicant Proposed Conditions

1. No sidewalk to be required along Green Hill Road
2. Allow a density of up to 6 dwelling units per acre for a total of 20 dwelling units.

NEIGHBORHOOD MEETING

A neighborhood meeting was held at the Green Park Inn on January 9, 2025 where the Applicant shared their plans for the property and historic hotel. The Applicant also answered questions from the audience of approximately 100 people.

PLANNING BOARD RECOMMENDATION

At their meeting on January 16, 2025, the Planning Board made a recommendation to approve the conditional rezoning request for John Winkler for the Green Park Inn with the applicant-proposed conditions.

ATTACHMENTS

1. Ordinance No. 2025-02
2. Ordinance No. 2025-02 - Exhibits A and B
3. Aerial photo
4. Site, grading, utility, drainage, watershed and landscape plans
5. Architectural elevations of hotel, condo building and duplex cottages

ORDINANCE NO. 2025-02**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE
TOWN OF BLOWING ROCK;
CREATING THE GREEN PARK INN
CONDITIONAL ZONING DISTRICT (CZ-GB)**

WHEREAS, the Town of Blowing Rock has the authority, pursuant to Chapter 160D-703 of the North Carolina General Statutes, to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and may amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, this Ordinance is consistent with NC General Statutes 160D-703, establishing conditional zoning districts in local zoning jurisdictions; and

WHEREAS, this Ordinance is consistent with the Town's 2024 Comprehensive Plan Update for the reasons set out herein; and

WHEREAS, the Town of Blowing Rock has reviewed the proposed ordinance and recommends its enactment by the Board of Commissioners;

NOW, THEREFORE, THE TOWN OF BLOWING ROCK BOARD OF COMMISSIONERS, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, HEREBY ORDAINS THE FOLLOWING.

Section One. Upon petition of John Winkler, the Official Zoning Map of the Town of Blowing Rock is hereby amended to create the Green Park Inn Conditional Zoning District (CZ-GB, General Business) as more particularly set forth herein.

Section Two. This Ordinance is found to be consistent with the Town of Blowing Rock 2024 Comprehensive Plan Update, particularly with the vision statement, "With a focus on preserving its historic downtown, quaint neighborhoods, and the natural beauty of the mountain landscape, Blowing Rock will facilitate growth that complements the character of the Town"

Section Three. The zoning classification of that certain real property shown on the aerial photo map, attached hereto as **Exhibit A** and made a part hereof, is currently zoned R-6M, Multi-family. The proposed zoning is to CZ-GB, General Business. Said property is also identified as Watauga County PIN 2817-42-2568-000 and in Caldwell County by NC PIN 2817425328.

Section Four. The Green Park Inn Conditional Zoning District is a conditional zoning district established pursuant to the Land Use Ordinance of the Town of Blowing Rock by means of

authority granted by the North Carolina General Statutes. Future development and use of lands situated within the Green Park Inn Conditional Zoning District, and the processing of applications to develop and use such lands, shall comply with the conditions set forth on the document entitled, Green Park Inn Conditional Zoning District: List of Standards & Conditions, which is attached to this ordinance as **Exhibit B** and incorporated herein. The aforementioned List of Standards & Conditions, made a part thereof, shall run with the land and shall be binding on John Winkler, his heirs and assigns.

Section Five. Pursuant to Section 16-9.6 of the Town of Blowing Rock Land Use Ordinance, the Master Plan replaces all conflicting development regulations set forth in the Land Development Standards, and such development regulations are varied to the extent they conflict with the Master Plan and List of Standards & Conditions. The Master Plan specifically includes the architectural plans (January 8, 2025) and civil engineering and site plans (January 8, 2025) submitted to Town Council and subsequent construction drawings revised as a result of additional conditions imposed by Town Council after the February 11, 2025 public hearing. Construction drawings include at a minimum: site plan, utility plan, grading plan, landscape plan, and architectural plan and elevations. Any substantial change to the Master Plan as noted below shall be reviewed by the Planning Board and approved or denied by the Town Council as an amended conditional zoning district. The following changes to the Master plan shall require approval by the Town Council:

- (a) Land area being added or removed from the conditional district.
- (b) Modification of special performance criteria, design standards, or other requirements specified by the enacting ordinance.
- (c) A change in land use or development type beyond that permitted by the approved master plan.
- (d) When there is introduction of a new vehicular access point to an existing street, road or thoroughfare not previously designated for access.
- (e) Hours of operation and/or delivery hours.

All other changes to the Master plan shall receive approval by the Administrator. However, if in the judgment of the Administrator, the requested changes alter the basic development concept of the Conditional Zoning District, the Administrator may require concurrent approval by the Town Council.

Section Six. The subject property was a legal nonconforming use as a historic hotel being zoned R-6M, Multi-family. With the Green Park Inn being a historic property listed on the National Register of Historic Places, Section 16-8.3.5 of the Land Use Ordinance allowed up to 50% expansion of the existing structures and facilities. With approval of this conditional rezoning, the nonconforming status is removed and there is no limitation of expansion of the structures or facilities.

Section Seven. Enactment of this Ordinance constitutes the approval of a site-specific development plan resulting in the establishment of a vested right, pursuant to N.C.G.S. 160D-108, to undertake and complete the development and use of the property under the terms and

conditions specified in the Master Plan and the List of Standards & Conditions. Such vested right shall have a term of two years from the date of adoption of this Ordinance.

Section Eight. The Office of the Zoning Administrator is hereby authorized and directed to modify the Town's Official Zoning Map consistent with this Ordinance.

Section Nine. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

Section Ten. All ordinances or portions thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven. This ordinance shall be in full force and effect from and after the date of adoption.

Adopted this _____ day of _____, 2025.

Mayor

ATTEST:

Town Clerk

CZ 2024-04 Green Park Inn

R-6M to CZ-GB



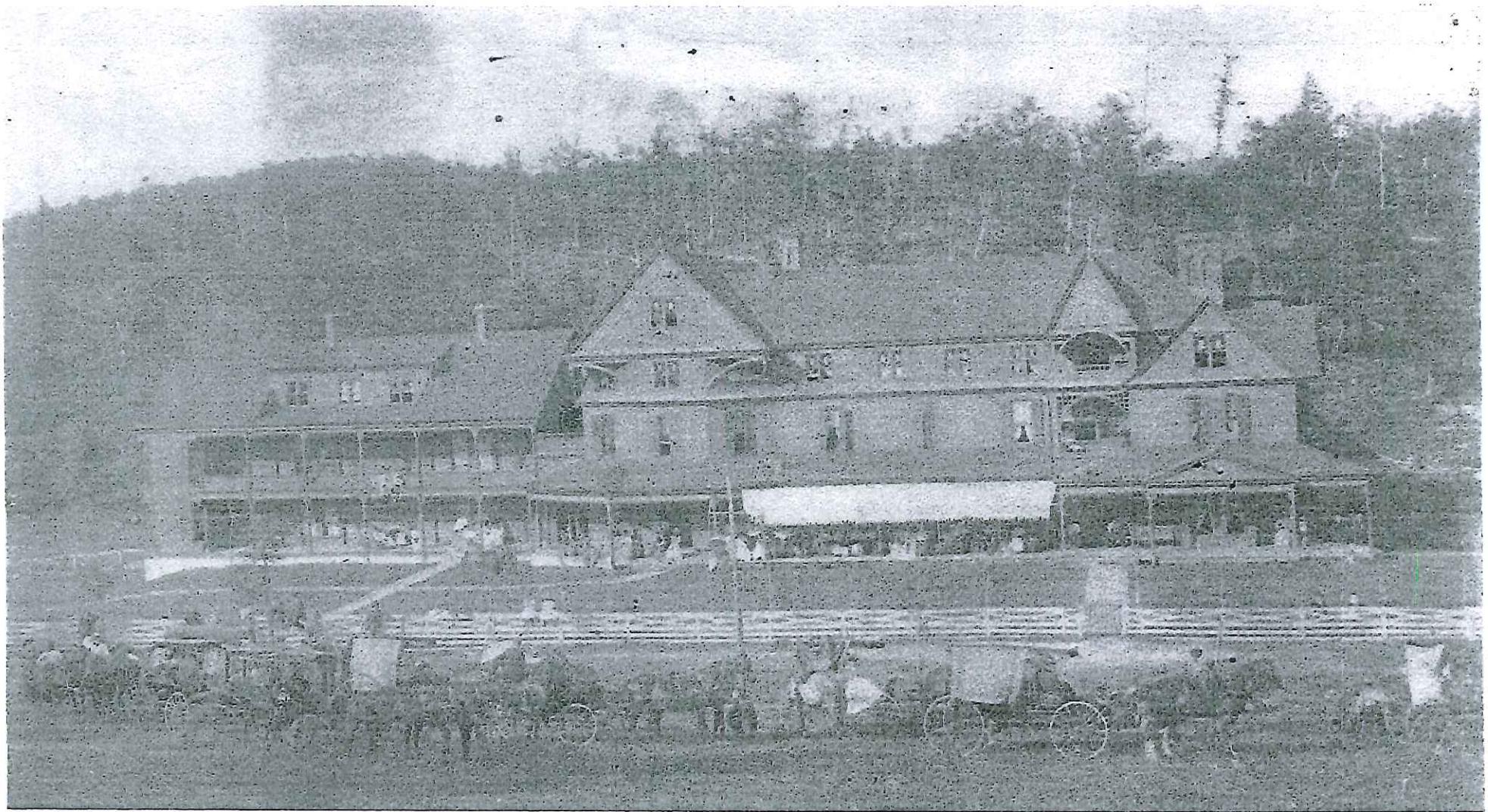
Exhibit A

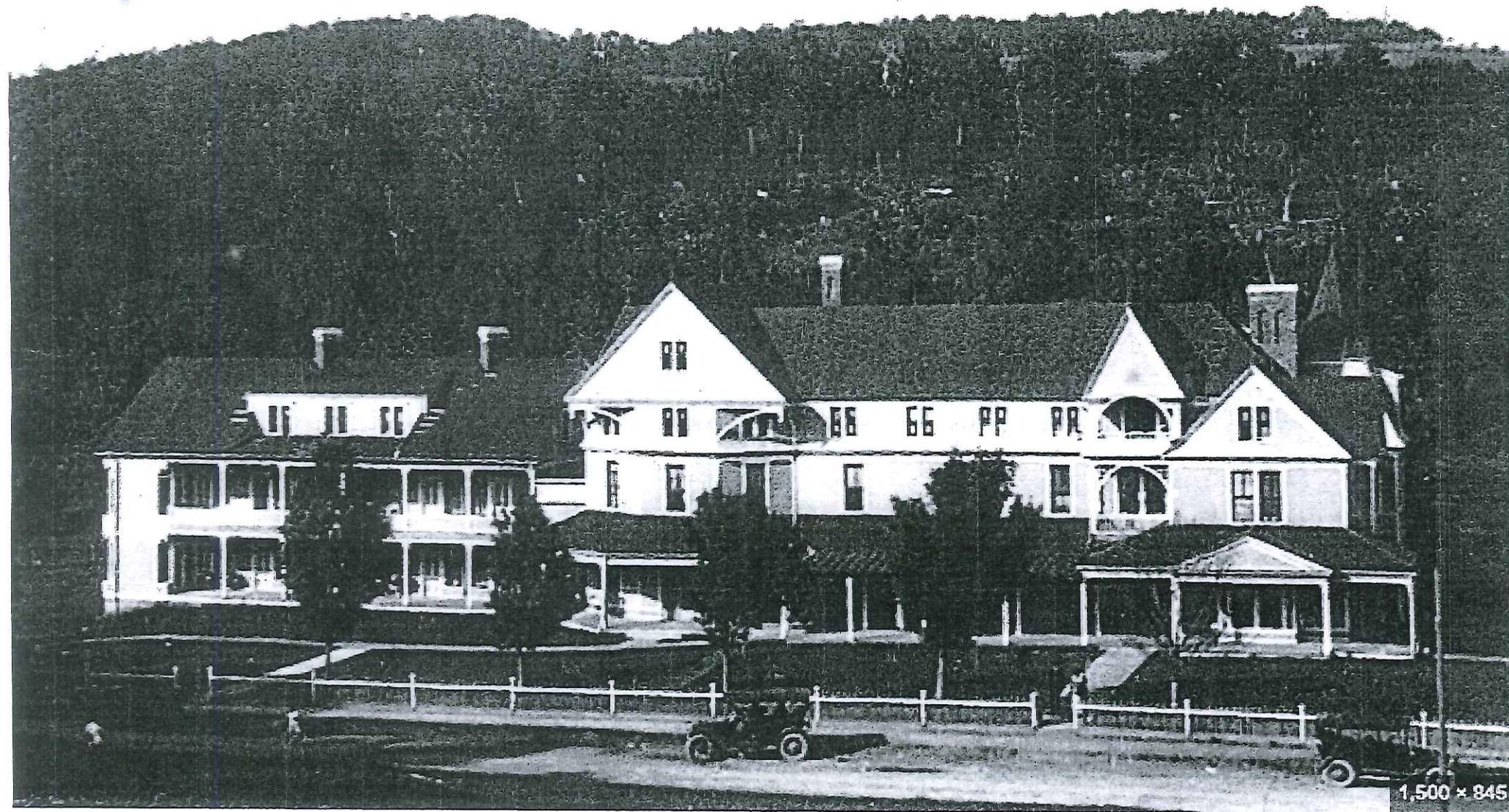
Exhibit B

Green Park Inn Conditional Zoning District
Conditional Zoning – GB
PINs 2817-42-2568-000
9239 Valley Blvd

List of Standards & Conditions

1. No sidewalk to be required along Green Hill Road
2. Allow a density of up to 6 dwelling units per acre for a total of 20 dwelling units.





1' = 11.625

GREEN PARK INN	
WATERSHED CALCULATIONS	
	SF
	Acres
A1 Area of Parcel in Watershed:	2.26
A2 Existing Impervious Prior to 9/1/53	2.26
A3 Existing Impervious Prior to Watershed:	56,657 1.29
A4 Net Property Subject to Watershed:	42,460 0.97
A5 Allowable % Impervious in Watershed:	26% N/A
A6 Net Property Allowable Impervious:	10,190 0.23
A7 Impervious Area Added After 9/1/53:	0
A8 Total Net Property Allowable Impervious:	10,190 0.23
A9 TOTAL ALLOWABLE IMPERVIOUS AREA (A2+A5+A6)	66,387 1.52
A10 TOTAL PROPOSED IMPERVIOUS AREA:	55,793 1.28
A11 TOTAL PROPOSED IMPERVIOUS AREA:	55,793 1.28

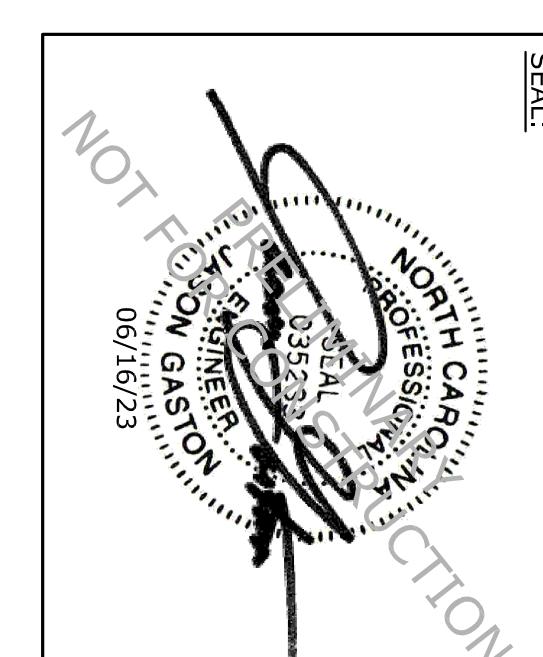


PROJECT:
Green Park Inn
A Commercial Multifamily & Two Family Development
ADDRESS:
9239 Valley Blvd.
Blowing Rock, NC



RESIDENTIAL & COMMERCIAL PROPERTY MANAGEMENT
215 Boone Heights Drive, Ste. 100
Boone, NC 28607
828-262-3431

CONTACT: MR. JOHN WINKLER



REVISIONS _____ DATE _____

PROJECT MANAGER: JEG
DRAWING BY: JEG
JURISDICTION: TOWN BLOWING ROCK
DATE: 01/07/25

SHEET TITLE: WATERSHED CALCULATIONS

SHEET NUMBER: C-2-2
SCALE: 1" = 30'
30 15 0 30 60
SCALE IN FEET



Know what's below

Call before you dig





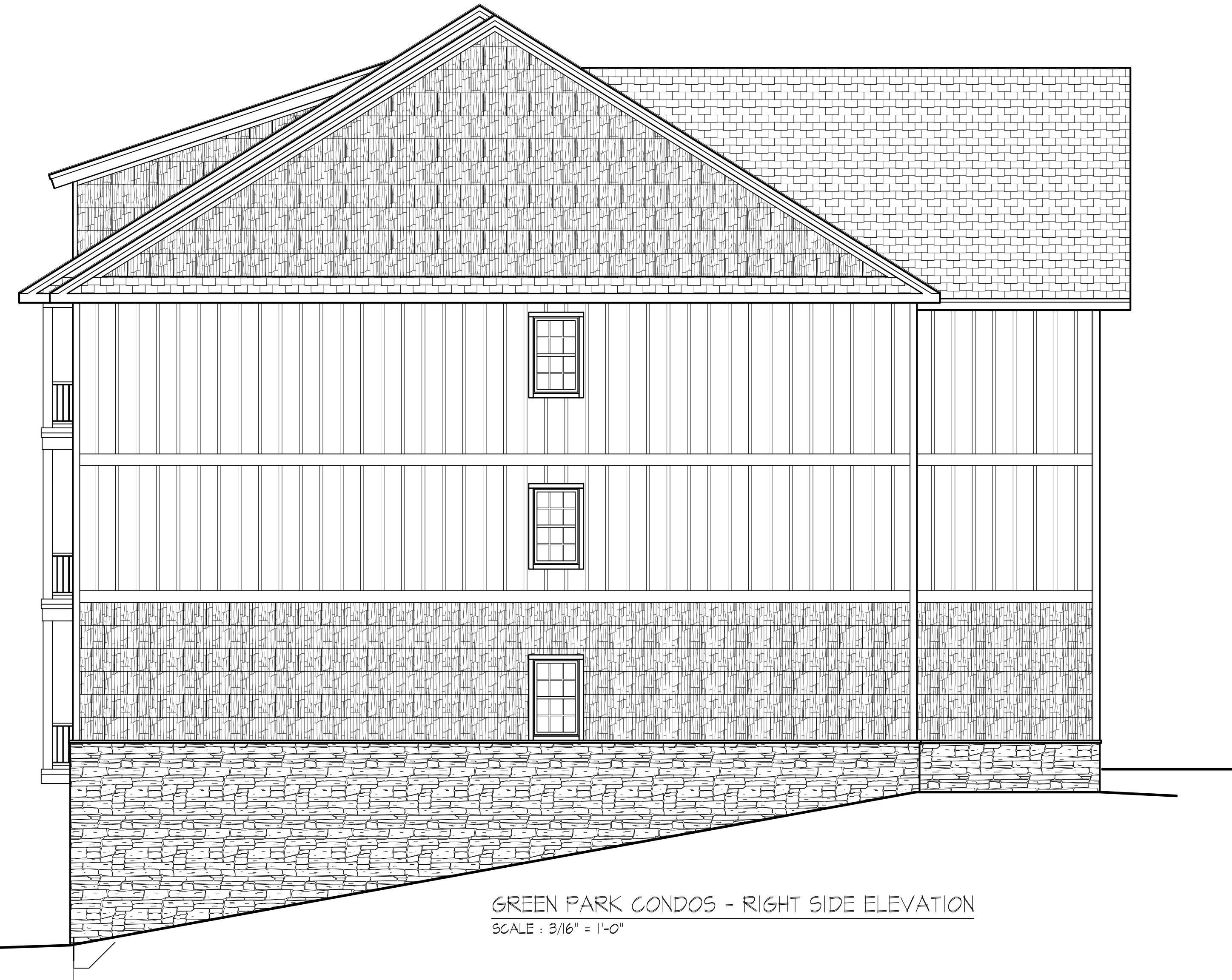
FRONT ELEVATION - HOTEL
SCALE : 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION



LEFT SIDE ELEVATION - HOTEL
SCALE : 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION



GREEN PARK CONDOS - RIGHT SIDE ELEVATION
SCALE : 3/16" = 1'-0"



GREEN PARK CONDOS - FRONT ELEVATION
SCALE : 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION



GREEN PARK CONDOS - REAR ELEVATION
SCALE : 3/16" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION



2
A2.0
LEFT SIDE ELEVATION
SCALE : 1/4" = 1'-0"



4
A2.0
RIGHT SIDE ELEVATION
SCALE : 1/4" = 1'-0"



1
A2.0
FRONT ELEVATION
SCALE : 1/4" = 1'-0"



3
A2.0
REAR ELEVATION
SCALE : 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

BRENT DAVIS ARCHITECTURE, INC.
BOONE, NORTH CAROLINA

SHEET
A2.0

GREEN PARK INN COTTAGES
BLOWING ROCK
NORTH CAROLINA

JOB NO :
1/31/25 CONCEPTUAL DESIGN

DEVELOPER:

Regular Agenda - Staff Report

To: Mayor Charlie Sellers and the Blowing Rock Town Council

From: Shane Fox, Town Manager

Subject: Memorial Park Bid Results and Discussion

Date: February 11, 2025

Information:

In December 2024, the Town of Blowing Rock solicited bids from contractors for Phase 2 of the Memorial Park project. Phase 2 includes refurbished tennis courts, a new picnic shelter, new shuffleboard courts, an updated gaga ball pit, a renovated volleyball court, an addition to the playground, including a climbing wall, resurfacing the lower basketball court for pickleball, and realignment of Wallingford Street for a new sidewalk, retaining wall, and walkway into the park. After a 30-day solicitation of bids, a total of 3 bids were received from qualified contractors.

Recommendation:

Staff recommends that the Town Council approve the low bid received from VPC Builders in the amount of \$1,356,573 for the Memorial Park project phase 2. The Town currently has a \$500,000 PARTF grant to offset the total bid amount, along with construction contingency, and engineering costs. Staff will bring to the Town Council a project ordinance and reimbursement resolution at the March 2025 meeting.

Attachments:

1. Overview scope of project details with map
2. Bid tabulation and letter of recommendation – McGill Associates

Capital Projects – Memorial Park Improvements

Phase 2 – Project Elements

- Refurbished tennis court
- New picnic shelter
- Shuffleboard courts
- Gaga ball pit
- Renovated volleyball court
- Playground addition
- Lower basketball court to pickleball
- Wallingford realignment, parking, and sidewalk



February 4, 2025

Mr. Shane Fox, Town Manager
Town of Blowing Rock
1036 Main Street
Blowing Rock, North Carolina 28605

Re: Award Recommendation
Memorial Park Improvements-Phase 2
Town of Blowing Rock, North Carolina

Dear Mr. Fox:

Three (3) bids were received at the public bid opening for the subject project, that was held on January 23, 2025. VPC Builders, LLC of Banner Elk, North Carolina was the lowest responsive, responsible bidder with a total base amount of \$1,356,573.00.

VPC Builders, LLC is appropriately licensed with the North Carolina General Contractor Board and are fully licensed, bonded and insured. Therefore, we recommend that the Town award the project to VPC Builders, LLC in the amount of \$1,356,573.00. It is also recommended that the Town establish a construction contingency in the amount of \$50,000, due to uncertainties with construction work.

Enclosed for your use is the Certified Bid Tabulation. Please do not hesitate to contact us if you have any questions.

Sincerely,
McGILL ASSOCIATES, P.A.



DOUGLAS CHAPMAN, PE
Vice President/Office Manager

DC:rh

Enclosures: Certified Bid Tabulation

CERTIFIED BID TABULATION
MEMORIAL PARK IMPROVEMENTS - PHASE 2
TOWN OF BLOWING ROCK, NORTH CAROLINA

Thursday, January 23, 2025 2:00 pm
Town Hall, 1036 Main St, Blowing Rock, NC 28605

BIDDER	TOTAL BID
VPC Builders	\$1,356,573
Mountain Crest, LLC	\$1,468,000
Brushy Mountain Builders, Inc.	\$1,510,000

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 23rd of January, 2025 in the Town Hall, Blowing Rock, 1036 Main St., Blowing Rock, NC 28605.

DOUGLAS CHAPMAN, PE



1240 19th Street Lane NW
Hickory, North Carolina 28601
Firm License No. C-0459



Regular Agenda - Staff Report

To: Mayor Charlie Sellers and the Blowing Rock Town Council

From: Shane Fox, Town Manager

Subject: Sunset Crosswalk

Date: February 11, 2025

Information:

During the Town's annual retreat, the Town Council and staff discussed the need for improving the crosswalk at Sunset and Maple Street. Town Council discussed the need to replace the existing painted crosswalk with a more permanent and exclusive material to distinguish the crosswalk from the existing pavement. The Sunset and Maple crosswalk is utilized each day for school children during arrival and departure from Blowing Rock Elementary School. Staff and McGill Associates have worked with Greene's Construction to receive a bid in the amount of \$33,000 for brick pavers to replace the existing painted asphalt.

Recommendation:

Staff recommends that the Town Council approve the bid received from Greene's Construction in the amount of \$33,000, along with an additional \$7,000 for design, and construction oversight. Staff recommends utilizing funding from the Transportation Bond issued and approved in 2014, funding remains and can be spent for this purpose. Town Council will be presented with several color options of pavers at the meeting for discussion.

Attachments:

1. Pics of the existing crosswalk at Sunset and Maple
2. Budget Amendment



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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
(Ordinance #2025-04)
Date: February 11, 2025

Enclosed please find a Budget Amendment Ordinance for the fiscal year 2024-2025 for your consideration.

Section 1 (General Capital Projects Fund) allocates funding as follows:

- Allocates GO Bond funds (\$40,000) to cover the Design/Engineering and Construction Oversight (\$7,000) and Construction (\$33,000) cost for the Sunset Crosswalk Project.

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

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, 2025:

Section 1. To amend the General Capital Projects 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>
20-20-5000-568	Sunset Crosswalks - Design/Engineering	\$ -	\$ -	\$ 7,000	\$ 7,000
20-20-5000-569	Sunset Crosswalks - Construction	\$ -	\$ -	\$ 33,000	\$ 33,000

This will result in a net increase of \$40,000 in the appropriations of the General Capital Projects Fund. As a result, the following revenue will be decreased.

<u>Acct. No.</u>		<u>Current Appropriation</u>	<u>Decrease</u>	<u>Increase</u>	<u>Proposed Appropriation</u>
20-20-3400-114	GO Bond Interest Issue 2023 Transportation	\$ -	\$ -	\$ 40,000	\$ 40,000

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

Adopted this 11th day of February 2025.

Attested by: Charles Sellers, Mayor

Hilari Hubner, Town Clerk



TOWN OF BLOWING ROCK

List of Those Interested in Serving on Volunteer Boards

Starting March 2025

	<u>Expiring Terms</u>	<u>Applicant</u>
PLANNING BOARD (Need 3)	Tom Barrett Chris Squires Vacant (1 yr term)	Lee Rocamora Brandon Walker Tom Barrett Chris Squires Adrian "Al" Shackelford Richard Kiles
BOARD OF ADJUSTMENT (Need 1 Full Time Member and 1 Alternate Member)	Eli "EB" Springs (Full Time) Paul McGill (Alternate)	Eli "EB" Springs Paul McGill
ABC BOARD (Need 1)	Jerry Starnes	Adrian "Al" Shackelford Charles Davant III
TDA (Need 2 – Lodging 1 and Lodging 2 and Council Rep)	Vacant (Lodging 1) Kevin Walker (Lodging 2) Pete Gherini (Council Rep)	Kevin Walker Allison "Ali" Borchardt Melanie Clement Emily Brinker
BRAAC (Need 2)	Vacant Bo Henderson	None

2024 Planning Board Attendance

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Rate of Attendance
Bill McCarter	✓			✓			✓	✓	✓	✓			100%
Chris Squires	✓			✓			✓	✓	✓	✓			100%
Tom Barrett	✓			✓			✓	✓	✓	✓			100%
Steven Cohen				✓			✓	✓	✓	✓			100%
Lindsay Cook	✓			✓			✓	✓	✓	✓			100%
Brooks Mayson	✓			✓			✓	✓	✓	✓			100%
Gasper Naquin				✓				✓	✓				60%
Woody Hubbard *ETJ				✓			✓	✓	✓	✓			80%
Gregg Bergstrom	✓			✓			✓	✓					
Joe Papa	✓												

2024 Board of Adjustment Attendance

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Rate of Attendance
EB Springs	✓											✓	100%
Jerry Starnes	✓												50%
Brandon Walker												✓	50%
Stephen Schiller	✓											✓	100%
Sarah Murphy	✓											✓	100%
Woody Hubbard													0%
Paul McGill (Alt)												✓	50%
Lee Rocamora (Alt)	✓												50%
Larry Armor (Alt)													0%

2024 Blowing Rock ABC Attendance

	Jan-18	Feb-15	Mar-28	Apr-18	May-9	Jun-19	Jul-18	Aug-15	Sep-26	Oct-16	Nov-21	Dec-19	Rate of Attendance
Susie Greene	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	100%
Jerry Starnes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	100%
Sylvia Tarleton	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	100%

2024 Blowing Rock TDA Attendance

	Jan	Feb	Mar-4	April	May-7	Jun-4	July	August	Sep-17	Oct-10	Nov	Dec-3	Rate of Attendance
Dean Bullis	N	N	No	N	Yes	Yes	N	N	Yes	NO	N	Yes	60%
Pete Gherini	O	O	Yes	O	Yes	Yes	O	O	Yes	Yes	O	NO	100%
Greg Tarbutton	M	M	No	M	No	Yes	M	M	N/A	N/A	M	N/A	60%
Kevin Walker	E	E	Yes	E	Yes	Yes	E	E	Yes	Yes	E	Yes	100%
Zika Rea	E	E	Yes	E	Yes	Yes	E	E	Yes	Yes	E	Yes	100%
	T	T		T			T	T			T		
	I	I		I			I	I			I		
	N	N		N			N	N			N		
	G	G		G			G	G			G		

2024 Blowing Rock Appearance Advisory Commission Attendance													
	Jan-25	Feb-29	Mar-28	Apr-25	May-23	Jun-27	Jul-25	Aug-22	Sep-26	Oct-24	Nov-21	Dec-19	Rate of Attendance
Deb Boyd	N	x	x	N	N	N	N	N	N	N	N	N	100%
Bo Henderson	O	x	x	O	O	O	O	O	O	O	O	O	100%
David Goodson	M	x	x	M	M	M	M	M	M	M	M	M	100%
Alice Roess	e	x	x	e	e	e	e	e	e	e	e	e	100%
Aidan Waite	e	x	x	e	e	e	e	e	e	e	e	e	100%
Carol Knapp	t			t	t	t	t	t	t	t	t	t	0%
	i			i	i	i	i	i	i	i	i	i	
	n			n	n	n	n	n	n	n	n	n	
	g			g	g	g	g	g	g	g	g	g	