



Haywood County Tourism Development Authority
Board of Directors Meeting & Retreat
Terrace Hotel Auditorium, Lake Junaluska

Date: March 23rd, 2022

Time: 9:00AM

- I. Call to Order – Chairman Corbin**
- II. Introductions**
- III. Adjustment of Agenda**
- IV. Public Comment Session (12 minutes total, limit 3 minutes per person)**
- V. Board Comments**
- VI. Consent Agenda**
 - a. Request Approval of Budget Amendment
- VII. Finance Committee – David Francis**
 - a. February Financial Report
 - b. 3%, 1% Net Occupancy Tax Reports
 - c. Occupancy Tax by Accommodation Type
 - d. Trending Report
 - e. STR & AirDNA Reports
- VIII. New Business – Chairman Corbin**
 - a. Request Approval of Maggie Valley 1% Grant in the amount of \$5,214 for improvements to the Festival Grounds stage.
Recommended by the 1% MV Subcommittee and the Finance Committee.
 - b. Presentation of Hay Now 2.0 – Andy Windham, Crawford Agency
- IX. Old Business – Chairman Corbin**
- X. Adjournment**

HAYWOOD COUNTY TOURISM DEVELOPMENT AUTHORITY
BUDGET ORDINANCE AMENDMENT
FISCAL YEAR 2021 -2022

BE IT ORDAINED by the Members of the Haywood County Tourism Development Authority that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022.

Section 1. To amend the General Fund the Revenues are to be decreased as follows:

Revenue	Acct. No.	Current Budget	Increase (Decrease)	Amended Budget
TOTAL				

Expenditures				
Department	Account Number	Current Budget	Increase (Decrease)	Amended Budget
General:				
Advertising	537221	570,000	(55,000)	515,000
Marketing	537101	34,000	(10,000)	24,000
Equipment Lease	543201	14,976	(2,500)	12,476
Office Supplies	526001	3,000	(500)	2,500
Visitor Center Supplies	526101	2,000	(500)	1,500
Telephone	532101	6,360	(500)	5,860
Contingency	559101	22,893	(15,000)	7,893
Professional Services - Contract Svcs.	519203	156,487	84,000	240,487
TOTAL		809,716	-	809,716

Section 2. Copies of this budget amendment shall be delivered to the Budget Officer and the Finance Officer for their direction.

Adopted this 23rd day of March, 2022

ATTEST:

Secretary to the Board

Chairman

Haywood County Tourism Development Authority

Explanation:

Transfer funds for Strategic Destination Plan Contract

Underwood Dills & Associates

154 N Main Street, Suite 7
Waynesville, NC 28786
(O) 828-452-5370 (F) 828-452-9628

Accountant's Compilation Report

Haywood County TDA
1110 Soco Road
Waynesville, NC 28786

To the Board of Directors

Management is responsible for the accompanying financial statements of Haywood County TDA (a government authority) which comprise of the statement of net position as of February 28, 2022, and the related changes in net position budget vs actual for the one month and eight months then ended in accordance with the cash basis of accounting which is a basis other than generally accepted accounting principles. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included with the financial statements. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities and net assets, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Haywood County TDA.



Underwood Dills & Associates PC
Waynesville, NC
March 03, 2022

Haywood County Tourism Development Authority

Statement of Net Position

As of February 28, 2022

Feb 28, 22

ASSETS

Current Assets

Checking/Savings

100001 · 1% Cash in Bank - 1st Citizens	393,548.37
100002 · 3% Cash In Bank - 1st Citizens	1,024,790.96
111501 · NCCMT - 9152 3% General investm	736,325.19
111503 · NCCMT - 9863 1% General investm	199,990.33

Total Checking/Savings 2,354,654.85

Other Current Assets

119000 · Petty Cash - TDA	100.00
119001 · Petty Cash - VC	100.00
130001 · Prepaid Expense	1,514.00

Total Other Current Assets 1,714.00

Total Current Assets 2,356,368.85

TOTAL ASSETS 2,356,368.85

LIABILITIES & NET POSITION

Liabilities

Current Liabilities

Other Current Liabilities

231700 · Payroll Liabilities

NC Income Tax	1,039.00
NC Pension Payable	3,534.13

Total 231700 · Payroll Liabilities 4,573.13

231800 · Sales Tax Payable 57.90

Total Other Current Liabilities 4,631.03

Total Current Liabilities 4,631.03

Total Liabilities 4,631.03

Net Position

329300 · Net Assets as July 1 1,812,041.33

Net Income 539,696.49

Total net position 2,351,737.82

TOTAL LIABILITIES & NET POSITION 2,356,368.85

Haywood County Tourism Development Authority
Changes in Net Position Budget vs Actual
February 2022

	July 21 -			
	February 22	February 22	YTD Budget	% of Budget
Ordinary Income/Expense				
Income				
427011 · 3% Net Occupancy Tax	134,274.06	1,211,418.44	1,621,623.00	74.7%
427012 · 1% Net 28716 Occupancy Tax	3,497.37	30,772.09	43,242.00	71.16%
427013 · 1% Net 28721 Occupancy Tax	2,083.87	17,609.39	27,029.00	65.15%
427014 · 1% Net 28745 Occupancy Tax	2,666.84	34,821.75	48,649.00	71.58%
427015 · 1% Net 28751 Occupancy Tax	23,509.15	193,286.92	259,461.00	74.5%
427016 · 1% Net 28785/28786 Occupancy Tx	13,106.22	127,926.74	162,160.00	78.89%
427112 · App. of Fund Balance 28716	0.00	0.00	6,103.00	0.0%
427113 · App. of Fund Balance 28721	0.00	0.00	3,996.00	0.0%
427114 · App. of Fund Balance 28745	0.00	0.00	9,158.00	0.0%
427115 · App. of Fund Balance 28751	0.00	0.00	34,101.00	0.0%
427116 · App. of Fund Balance 28785/86	0.00	0.00	22,612.00	0.0%
449201 · Product Sales	450.96	10,882.90	15,500.00	70.21%
449810 · Visitor Guide Ad Sales	9,450.00	27,400.00	29,000.00	94.48%
449910 · Internet Ad Sales	0.00	0.00	20,000.00	0.0%
451101 Elk Fest Revenue	225.00	225.00	0.00	100.0%
483491 · Investment Earnings 3%	5.65	49.00	250.00	19.6%
483492 · Investment Earnings 1%	1.53	13.31	75.00	17.75%
483831 · Net Occupancy Tax Penalties 3%	316.30	1,832.28	5,000.00	36.65%
499990 · Fund Balance Appropriation 3%	0.00	0.00	50,000.00	0.0%
Total Income	189,586.95	1,656,237.82	2,357,959.00	70.24%
Expense				
549904 · 3% Occupancy Tax Refund	0.00	998.83	1,000.00	99.88%
512101 · Salaries-Admin-Promo	8,739.45	74,314.31	118,059.00	62.95%
512110 · NC State Retirement - Promo	2,493.62	22,123.31	33,467.00	66.11%
512201 · Salaries-Visitor Center	3,218.91	30,484.51	50,422.00	60.46%
512221 · FICA Visitor Ctr	246.25	2,332.07	3,770.00	61.86%
517001 · Board Members-Promo	0.00	1,555.37	4,000.00	38.88%
518101 · FICA Admin	668.57	5,685.06	9,305.00	61.1%
518201 · Salaries Marketing	13,092.62	110,943.43	173,100.00	64.09%
518202 · FICA Marketing	999.01	8,372.52	13,609.00	61.52%
518301 · Group Health Insurance - Promo	-33.62	23,055.76	37,077.00	62.18%
518601 · Worker's Comp-Promotional-Promo	0.00	1,755.00	1,755.00	100.0%
519101 · Accounting Services-Promo	1,300.00	5,878.96	15,339.00	38.33%
519201 · Professional Svcs-Legal Fee-Pro	0.00	300.00	1,000.00	30.0%
519203 · Prof. Svcs - Contract Svcs-P	0.00	104,636.24	156,487.00	66.87%
522001 · 1% Admin Expense Revenue Offset	0.00	0.00	-21,973.00	0.0%
526001 · Office Supplies-Promo	0.00	1,513.21	3,000.00	50.44%
526101 · Visitor Center Supplies	0.00	939.77	2,000.00	46.99%
527001 · Purchases/Resale-Promo	415.40	8,903.19	16,000.00	55.65%
529901 · NonExpendable Office Supp-TR	0.00	970.34	1,000.00	97.03%
531201 · Travel-NonLocal-Promo	0.00	251.10	2,900.00	8.66%

Haywood County Tourism Development Authority
Changes in Net Position Budget vs Actual
February 2022

	February 22	July 21 - February 22	YTD Budget	% of Budget
531301 · Fuel-T Related	0.00	351.63	600.00	58.61%
532101 · Telephone-Promo	0.00	3,707.63	6,360.00	58.3%
532201 · Postage-Promo	275.23	7,704.15	15,000.00	51.36%
534901 · Print & Bind-Promo	0.00	3,333.50	7,000.00	47.62%
535201 · Repair & Maintenance-Promo	300.00	6,599.70	10,000.00	66.0%
537101 · Marketing-Promo	65.63	5,744.62	34,000.00	16.9%
537221 · Advertise-PR/Internet/Billboard	33,795.00	287,465.28	570,000.00	50.43%
537301 · Visitor Guide Ads-Promo	0.00	38,796.65	38,800.00	99.99%
537401 · Education-Promo	1,425.00	2,207.06	2,850.00	77.44%
537501 · Blue Ridge Parkway - T Related	0.00	0.00	10,000.00	0.0%
537502 · Wayfinding	0.00	0.00	113,300.00	0.0%
537701 · Public Relations/Comm-Promo	95.00	667.40	8,050.00	8.29%
537801 · Group Sales-Promo				
537802 · Group Sales Marketing	0.00	0.00	8,000.00	0.0%
537803 · Group Sales Trade Shows	0.00	9,572.90	16,250.00	58.91%
537804 · Group Sales Travel out of Count	0.00	7,190.00	13,050.00	55.1%
537805 · Group Sales Advertising	0.00	5,762.55	11,000.00	52.39%
537806 · Group Sales Dues & Subscription	0.00	1,250.00	3,000.00	41.67%
537801 · Group Sales-Promo - Other	0.00	24.16	0.00	100.0%
Total 537801 · Group Sales-Promo	0.00	23,799.61	51,300.00	46.39%
537901 · Sponsorship - Promo	0.00	0.00	8,420.00	0.0%
541301 · Rent-Promo	2,557.90	23,091.10	31,008.00	74.47%
543201 · Equipment Lease-Promo	487.01	9,605.97	14,976.00	64.14%
545101 · Liability Insurance-Promo	0.00	7,255.00	7,544.00	96.17%
549101 · Dues & Subscriptions-Promo	2,136.38	22,495.90	27,382.00	82.16%
549902 · Bank Charges-Promo	288.58	1,941.35	3,000.00	64.71%
549903 · Property Tax	0.00	277.33	400.00	69.33%
549910 · 28716 (Canton) Promo	0.00	4,350.00	34,424.00	12.64%
549911 · 28716 - Canton - Tourism	0.00	0.00	13,169.00	0.0%
549912 · 28721 (Clyde)	0.00	1,000.00	21,638.00	4.62%
549913 · 28721 - Clyde - Tourism	0.00	0.00	8,292.00	0.0%
549914 · 28745 (LJ)	0.00	19,968.79	40,256.00	49.61%
549915 · 28745 - Lake Junaluska -Tourism	0.00	0.00	15,579.00	0.0%
549916 · 28751 Maggie Valley (MV) Promo	500.00	77,194.00	204,873.00	37.68%
549917 · 28751 - Maggie Valley - Tourism	0.00	16,029.42	78,178.00	20.5%
549918 · 28785/86 (Waynesville)	0.00	70,766.00	128,910.00	54.9%
549919 · 28785/86 - Waynesville -Tourism	0.00	15,845.00	49,294.00	32.14%
549921 · Canton- Admin	0.00	0.00	1,758.00	0.0%
549922 · Clyde- Admin	0.00	0.00	1,099.00	0.0%
549923 · Lake Junaluska - Admin	0.00	0.00	1,977.00	0.0%
549924 · Maggie Valley - Admin	0.00	0.00	10,547.00	0.0%
549925 · Waynesville - Admin	0.00	0.00	6,592.00	0.0%
551001 · Capital Outlay Promo	854.93	31,580.47	34,053.00	92.74%

Haywood County Tourism Development Authority
Changes in Net Position Budget vs Actual
February 2022

	February 22	July 21 - February 22	YTD Budget	% of Budget
568101 · 3% Grant Promo	0.00	0.00	54,500.00	0.0%
568102 · 3% Grants TR	0.00	25,000.00	32,000.00	78.13%
569101 · Elk Fest Expenses-Promo	0.00	0.00	10,000.00	0.0%
570102 · Utilities	710.52	4,750.79	6,620.00	71.76%
599101 · Contingency	0.00	0.00	22,893.00	0.0%
Total Expense	74,631.39	1,116,541.33	2,357,959.00	47.35%
Net Ordinary Income	114,955.56	539,696.49	0.00	100.0%
Net Income	114,955.56	539,696.49	0.00	100.0%

Haywood County 3% Net Occupancy Tax 2021-2022

	A	B	C	D	E	F	G	H
1		2021-2022	2021-2022	2021-2022	% Change	2021-2022	2020-2021	% Change
2		Original	Revised	Occupancy	Compared	Occupancy	Occupancy	Compared
3		Occupancy	Occupancy	Tax	To	Tax	Tax	To
4		Tax	Tax	Actual	Revised	Penalties	Actual	Previous
5		Projections	Projections		Budget			Year
6								
7	July	\$163,480	\$201,080	\$250,376	125%	\$166	\$173,533	144%
8	August	\$137,112	\$168,648	\$208,444	124%	\$152	\$173,664	120%
9	September	\$132,164	\$162,562	\$199,018	122%	\$442	\$172,717	115%
10	October	\$173,709	\$213,662	\$257,233	120%	\$274	\$221,520	116%
11	November	\$100,197	\$123,242	\$162,073	132%	\$482	\$128,278	126%
12	December	\$80,421	\$98,918	\$134,274	136%	\$316	\$117,856	114%
13	January	\$59,327	\$72,972	\$121,230	166%	\$259	\$107,520	113%
14	February	\$54,054	\$66,486				\$112,223	
15	March	\$64,601	\$79,459				\$131,644	
16	April	\$76,466	\$94,053				\$156,955	
17	May	\$118,655	\$145,946				\$171,515	
18	June	\$158,207	\$194,595				\$221,387	
19								
20	Total	\$1,318,393	\$1,621,623				\$1,888,812	
21								
22	YTD		\$1,041,084	\$1,332,648	128%	\$2,091	\$1,095,088	122%
23								
24								

2021-2022
1% NET OCCUPANCY TAX REPORT REVISED

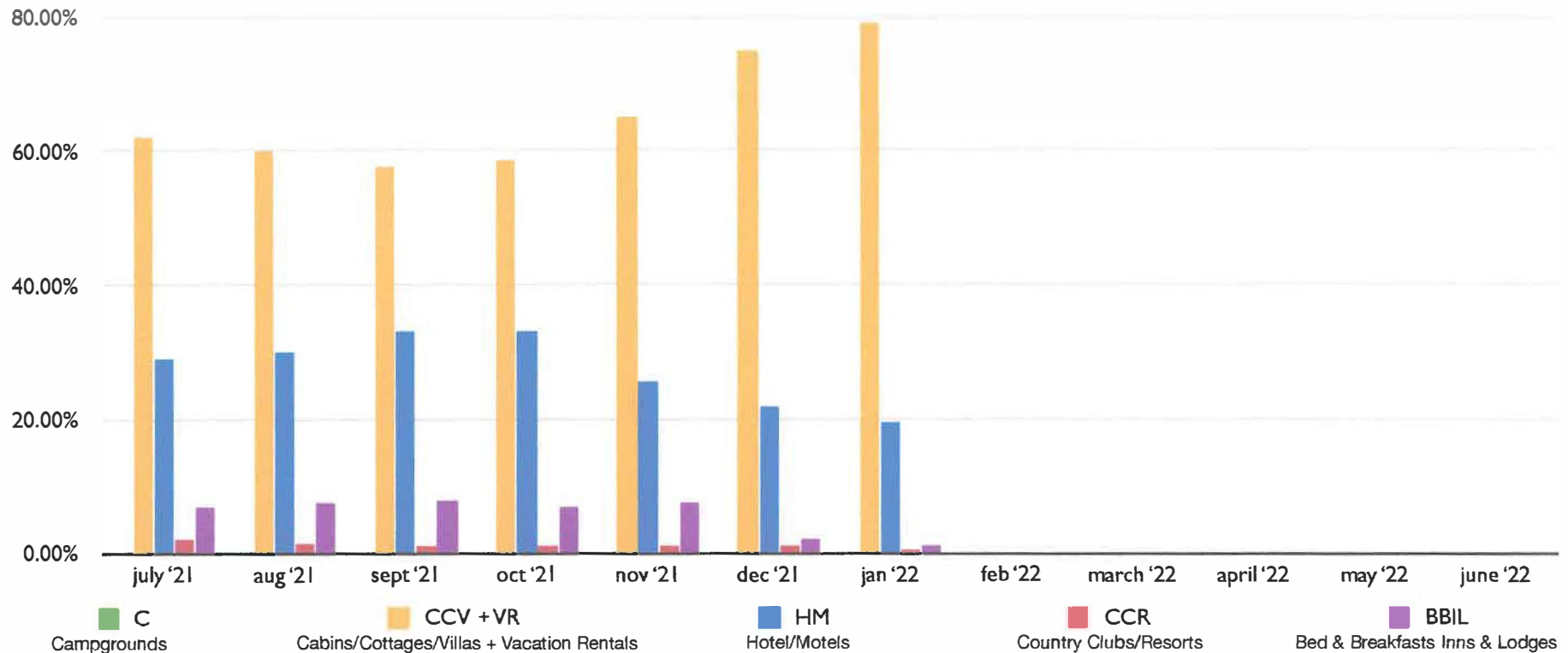
	ACTUAL	PROJECTED	ACTUAL	ACTUAL	PROJECTED	ACTUAL	ACTUAL	PROJECTED	ACTUAL	ACTUAL	PROJECTED	ACTUAL	ACTUAL	PROJECTED	ACTUAL
	28716	28716	28716	28721	28721	28721	28745	28745	28745	28751	28751	28751	28785 &	28785 &	28785 &
	CANTON	CANTON	CANTON	CLYDE	CLYDE	CLYDE	LAKE	LAKE	LAKE	MAGGIE	MAGGIE	MAGGIE	28786	28786	28786
							JUNALUSKA	JUNALUSKA	JUNALUSKA	VALLEY	VALLEY	VALLEY	WAYNESVILLE	WAYNESVILLE	WAYNESVILLE
	21/22	21/22	20/21	21/22	21/22	20/21	21/22	21/22	20/21	21/22	21/22	20/21	21/22	21/22	20/21
July 2021 Received September 2021	\$ 6,776	\$ 4,497	\$ 4,772	\$ 3,791	\$ 2,836	\$ 2,930	\$ 7,573	\$ 6,811	\$ 3,948	\$ 38,783	\$ 35,843	\$ 28,398	\$ 26,591	\$ 18,819	\$ 17,933
August 2021 Received October 2021	\$ 5,120	\$ 4,323	\$ 4,854	\$ 2,946	\$ 2,180	\$ 3,376	\$ 7,516	\$ 5,351	\$ 3,873	\$ 31,091	\$ 27,317	\$ 26,564	\$ 22,860	\$ 17,981	\$ 19,260
September 2021 Received November 2021	\$ 4,934	\$ 5,621	\$ 4,775	\$ 2,880	\$ 2,093	\$ 2,921	\$ 6,457	\$ 4,865	\$ 3,723	\$ 30,995	\$ 27,502	\$ 27,746	\$ 21,221	\$ 15,468	\$ 18,584
October 2021 Received December 2021	\$ 6,094	\$ 5,188	\$ 5,094	\$ 3,093	\$ 2,936	\$ 3,389	\$ 7,385	\$ 6,323	\$ 5,690	\$ 42,311	\$ 33,508	\$ 37,011	\$ 26,593	\$ 23,008	\$ 22,767
November 2021 Received January 2022	\$ 4,351	\$ 3,589	\$ 3,559	\$ 2,815	\$ 2,180	\$ 2,843	\$ 3,225	\$ 3,892	\$ 2,166	\$ 26,598	\$ 18,940	\$ 20,407	\$ 17,196	\$ 14,630	\$ 13,863
December 2021 Received February 2022	\$ 3,497	\$ 2,508	\$ 3,033	\$ 2,084	\$ 2,331	\$ 2,308	\$ 2,667	\$ 2,194	\$ 1,965	\$ 23,509	\$ 17,940	\$ 21,039	\$ 13,106	\$ 8,765	\$ 11,021
January 2022 Received March 2022	\$ 3,387	\$ 1,815	\$ 2,589	\$ 2,373	\$ 2,396	\$ 2,465	\$ 2,529	\$ 1,459	\$ 1,167	\$ 20,555	\$ 12,973	\$ 18,209	\$ 11,652	\$ 6,419	\$ 11,832
February 2022 Received April 2022		\$ 1,989	\$ 2,796		\$ 1,791	\$ 2,499		\$ 1,215	\$ 1,672		\$ 11,455	\$ 19,182		\$ 6,252	\$ 11,516
March 2022 Received May 2022		\$ 1,737	\$ 4,215		\$ 2,049	\$ 2,840		\$ 1,946	\$ 1,634		\$ 11,713	\$ 20,372		\$ 7,090	\$ 14,969
April 2022 Received June 2022		\$ 2,680	\$ 4,656		\$ 1,747	\$ 2,920		\$ 2,432	\$ 2,725		\$ 12,973	\$ 25,190		\$ 9,938	\$ 17,076
May 2022 Received July 2022 (unavailable)		\$ 3,804	\$ 4,509		\$ 2,180	\$ 2,251		\$ 4,378	\$ 4,799		\$ 20,756	\$ 25,679		\$ 15,141	\$ 20,009
June 2022 Received August 2022 (unavailable)		\$ 5,491	\$ 6,306		\$ 2,310	\$ 3,453		\$ 7,783	\$ 5,374		\$ 28,541	\$ 35,251		\$ 18,649	\$ 23,455
Budget Totals	\$ 34,159	\$ 43,242	\$ 51,158	\$ 19,982	\$ 27,029	\$ 34,195	\$ 37,352	\$ 48,649	\$ 38,736	\$ 213,842	\$ 259,461	\$ 305,048	\$ 139,219	\$ 162,160	\$ 202,285
	Projected	YTD	YTD vs Projected												
Total 1% Collections for 21/22	\$ 540,541	\$ 444,554	82%												
Comparison of YTD Actual vs YTD Projected	124%			118%			121%			123%			132%		
Comparison of YTD Actual vs Total Projected	79%			74%			77%			82%			86%		
Comparlson of Jan Actual vs Jan Projected	187%			99%			173%			158%			182%		
Comparison of YTD Actual vs Total Actual 20/21	67%			58%			96%			70%			69%		
% Share of YTD 1% Total Collections	8%			4%			8%			48%			31%		

21/22 OCCUPANCY TAX BY CATEGORY

OCCUPANCY TAX JULY 2021 - JUNE 2022

TYPE	JULY '21	AUG '21	SEPT '21	OCT '21	NOV '21	DEC '21	JAN '22	FEB '22	MARCH '22	APRIL '22	MAY '22	JUNE '22
C	0.00%	0.00%	0.05%	0.05%	0.05%	0.00%	0.00%					
CCV + VR	62.00%	60.00%	57.50%	58.50%	65.00%	75.00%	79.00%					
HM	29.00%	30.00%	33.00%	33.00%	25.50%	22.00%	19.50%					
CCR	2.00%	1.50%	1.00%	1.00%	1.00%	1.00%	0.50%					
BBIL	7.00%	7.50%	8.00%	7.00%	7.50%	2.00%	1.00%					

OCCUPANCY TAX BY ACCOMMODATION CATEGORY

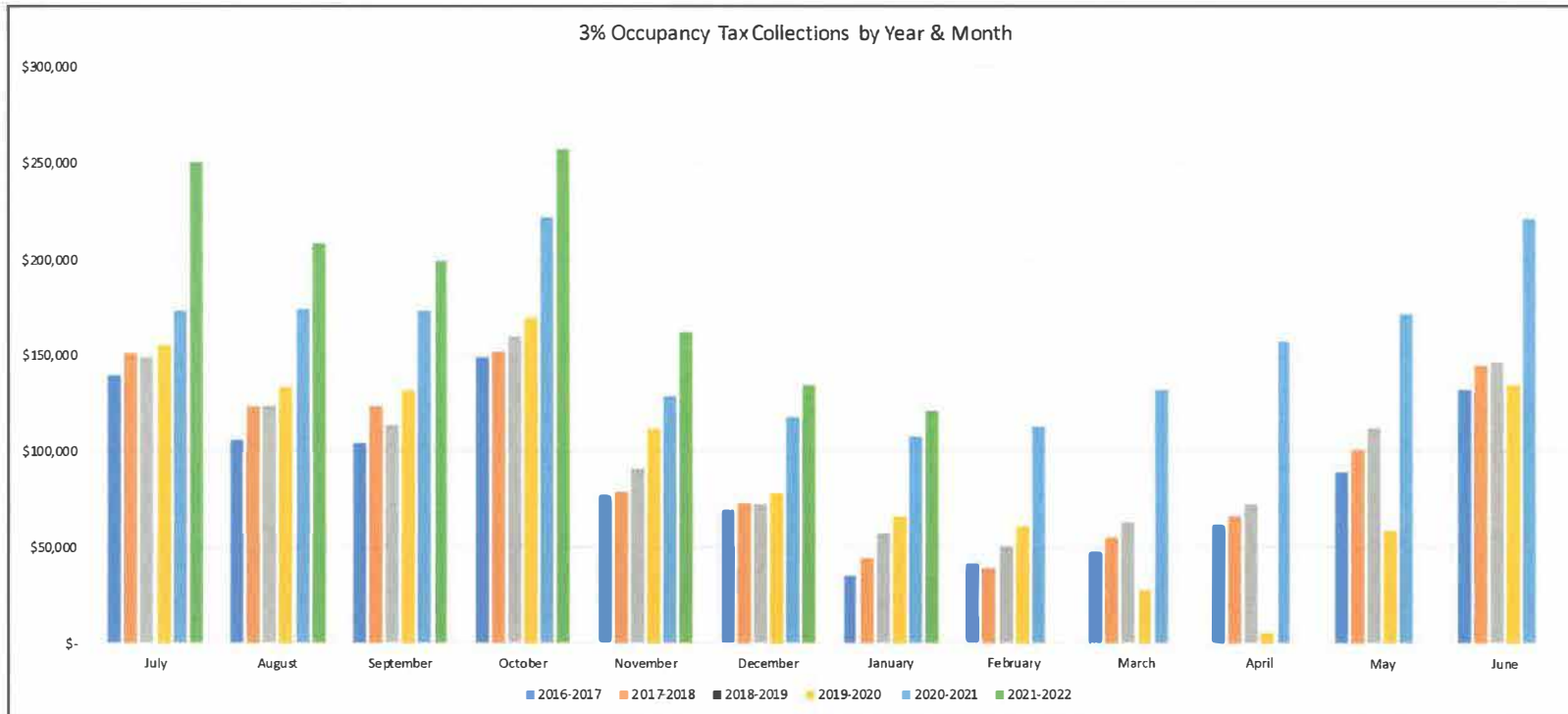


2021-2022 Forecasted 3% Occupancy Tax Collections

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
July	\$ 139,335	\$ 151,475	\$ 148,380	\$ 155,055	\$ 173,533	\$ 250,376
August	\$ 106,083	\$ 123,611	\$ 123,380	\$ 133,405	\$ 173,664	\$ 208,444
September	\$ 104,492	\$ 123,344	\$ 113,828	\$ 131,589	\$ 172,717	\$ 199,018
October	\$ 148,752	\$ 152,179	\$ 159,349	\$ 169,745	\$ 221,520	\$ 257,233
November	\$ 76,880	\$ 79,190	\$ 90,553	\$ 111,387	\$ 128,278	\$ 162,073
December	\$ 70,086	\$ 72,777	\$ 72,016	\$ 78,487	\$ 117,856	\$ 134,274
January	\$ 35,646	\$ 44,539	\$ 57,143	\$ 66,237	\$ 107,520	\$ 121,230
February	\$ 41,742	\$ 39,053	\$ 50,616	\$ 61,711	\$ 112,223	
March	\$ 47,550	\$ 55,745	\$ 62,855	\$ 27,326	\$ 131,644	
April	\$ 62,463	\$ 66,491	\$ 72,309	\$ 5,536	\$ 156,955	
May	\$ 89,393	\$ 100,723	\$ 111,430	\$ 58,909	\$ 171,515	
June	\$ 132,201	\$ 144,365	\$ 146,321	\$ 134,487	\$ 221,387	
Total	\$ 1,054,623	\$ 1,153,492	\$ 1,208,180	\$ 1,133,874	\$ 1,888,812	\$ 1,332,648

Projection A	Projection B
\$ 112,223	\$ 139,157
\$ 131,644	\$ 163,239
\$ 156,955	\$ 194,624
\$ 171,515	\$ 212,679
\$ 221,387	\$ 274,520
\$ 793,724	\$ 984,218
\$ 2,126,372	\$ 2,316,866

Flat to 20-21
24% over 20-21

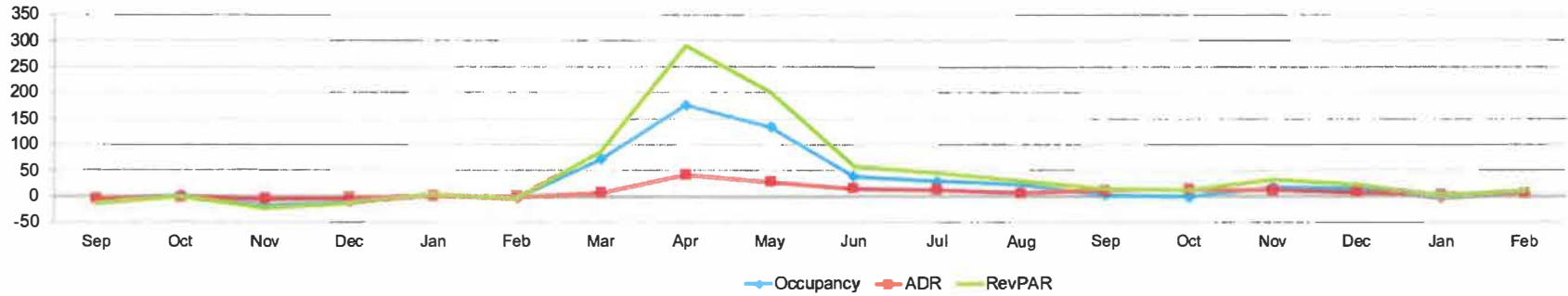


Tab 2 - Trend Haywood County, NC

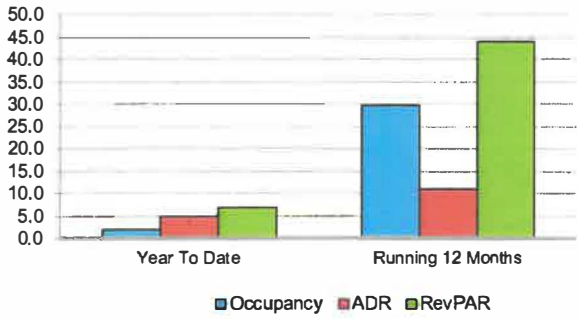
Haywood County Tourism Development Authority
for the Month of February 2022

Currency: USD - US Dollar

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	55.5	69.7	43.1	36.1	33.2	37.7	45.1	56.6	54.8	64.7	71.1	45.1	61.0	56.7	68.7	50.8	41.0	35.5	35.3	36.0	54.6	41.8	54.2
	Last Year	60.7	68.3	52.4	40.2	32.5	38.9	26.2	20.5	23.5	46.9	55.0	49.7	55.5	69.7	43.1	36.1	33.2	37.5	32.5	35.3	55.5	55.8	41.8
Percent Change	-8.5	2.0	-17.8	-10.3	2.3	-3.2	72.4	175.6	133.7	37.9	29.4	22.7	2.1	-1.4	17.9	13.8	-2.5	6.2	-5.3	8.8	1.9	-1.6	-25.1	29.6
ADR	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	104.92	121.30	100.26	98.61	93.44	93.65	96.09	105.35	112.87	112.90	123.24	111.98	116.88	136.83	111.79	106.51	96.42	93.26	93.54	98.07	108.34	102.15	113.29
	Last Year	110.58	123.54	106.67	101.44	92.22	94.23	89.13	74.50	87.91	98.40	109.31	105.36	104.92	121.30	100.26	98.61	93.44	90.64	92.22	93.54	106.73	109.08	102.15
Percent Change	-5.1	-1.8	-6.0	-2.8	1.3	-0.6	7.8	41.4	28.4	14.7	12.7	6.3	11.4	12.8	11.5	8.0	3.2	6.3	2.9	1.4	4.8	1.5	-6.4	10.9
RevPAR	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	58.24	84.55	43.19	35.56	31.04	35.27	43.35	59.60	61.86	73.01	87.66	68.28	66.24	94.02	56.80	43.70	31.23	33.13	33.05	35.31	59.16	42.71	61.38
	Last Year	67.11	84.44	55.87	40.79	29.93	36.68	23.32	15.29	20.62	46.15	60.08	52.37	58.24	84.55	43.19	35.56	31.04	34.00	29.93	33.05	59.24	60.86	42.71
Percent Change	-13.2	0.1	-22.7	-12.8	3.7	-3.8	85.9	289.7	200.0	58.2	45.9	30.4	13.7	11.2	31.5	22.9	0.6	12.9	-2.5	10.4	6.8	-0.1	-29.8	43.7
Supply	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	51,990	53,723	48,810	48,825	48,081	43,428	49,941	50,400	53,506	51,780	52,855	52,855	51,150	52,855	47,970	48,174	46,190	93,338	91,509	87,910	630,226	606,468	599,396
	Last Year	52,710	54,467	49,530	49,786	49,042	44,296	50,902	47,550	53,723	51,990	53,723	53,723	51,990	53,723	48,810	48,825	48,081	101,067	49,042	91,509	665,989	585,930	606,468
Percent Change	-1.4	-1.4	-1.5	-1.9	-2.0	-2.0	-1.9	6.0	-0.4	-0.4	-1.6	-1.6	-1.6	-1.6	-1.7	-1.3	-3.9	-3.9	-7.6	86.6	-3.9	-6.4	3.5	-1.2
Demand	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	28,860	37,449	21,028	17,606	15,972	16,357	22,531	28,511	29,325	33,482	37,593	32,230	28,989	36,320	24,371	19,764	14,963	33,159	32,329	31,652	344,134	253,568	324,768
	Last Year	31,990	37,226	25,945	20,018	15,918	17,241	13,321	9,761	12,601	24,382	29,528	26,703	28,860	37,449	21,028	17,606	15,972	37,908	15,918	32,329	369,681	326,893	253,568
Percent Change	-9.8	0.6	-19.0	-12.0	0.3	-5.1	69.1	192.1	132.7	37.3	27.3	20.7	0.4	-3.0	15.9	12.3	-6.3	2.0	-12.5	103.1	-2.1	-6.9	-2.4	28.1
Revenue	2020								2021								2022		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2020	2021	2022	2020	2021	2022
	This Year	3,027,979	4,542,541	2,108,188	1,736,130	1,492,416	1,531,781	2,165,010	3,003,733	3,310,003	3,780,263	4,633,079	3,609,134	3,388,198	4,969,635	2,724,483	2,105,158	1,442,683	3,092,541	3,024,197	3,104,226	37,283,138	25,901,753	36,792,923
	Last Year	3,537,495	4,599,053	2,767,438	2,030,563	1,467,983	1,624,558	1,187,242	727,217	1,107,807	2,399,254	3,227,717	2,813,480	3,027,979	4,542,541	2,108,188	1,736,130	1,492,416	3,436,107	1,467,983	3,024,197	39,455,511	35,658,580	25,901,753
Percent Change	-14.4	-1.2	-23.8	-14.5	1.7	-5.7	82.4	313.0	198.8	57.6	43.5	28.3	11.9	9.4	29.2	21.3	-3.3	8.5	-10.0	106.0	2.6	-5.5	-27.4	42.0
Census %	2020								2021								2022							
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb						
	Census Props	44	44	40	38	37	37	39	42	44	44	44	44	44	40	38	36	36						
	Census Rooms	1733	1733	1627	1575	1551	1551	1611	1680	1726	1726	1705	1705	1705	1599	1554	1490	1490						
% Rooms Participating	22.7	22.7	24.2	25.0	31.3	31.3	30.1	31.3	30.4	35.6	34.8	34.8	34.8	34.8	37.1	38.2	39.9	39.9						

Blank row indicates insufficient data.



AirDNA
1523 15th Street
Suite 200
Denver, CO 80202
+1 (720) 372-2318
hello@airdna.co

Data pulled up to Feb-22

	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22
140389 - Haywood County													
Total Available Listings													
Entire Place	899	1,073	1,158	1,212	1,247	1,239	1,276	1,305	1,389	1,422	1,396	1,414	1,344
Private Room	76	80	82	81	77	77	69	72	77	73	69	70	67
Shared Room	2	1	2	2	2	2	2	2	3	2	3	3	1
Booked Listings													
Entire Place	841	967	1,074	1,159	1,194	1,216	1,210	1,255	1,351	1,369	1,344	1,334	1,218
Private Room	68	58	73	73	71	73	65	66	71	64	61	61	54
Shared Room	2	0	2	2	2	2	1	1	3	2	3	2	0
Room Nights - Entire Place													
Total Available	55,200	68,655	72,539	80,455	80,219	80,244	84,240	85,046	94,987	96,223	97,740	94,117	83,149
Booked	31,299	45,099	47,291	49,596	60,184	66,079	56,281	52,191	70,398	60,819	58,951	46,411	38,347
Room Nights - Hotel Comparable													
Total Available	4,264	5,134	5,639	5,808	6,009	6,207	5,931	6,103	6,946	6,205	6,241	5,875	5,241
Booked	1,958	2,946	3,486	3,466	3,987	4,533	3,778	3,630	5,023	3,837	3,530	2,497	2,416
Listing Nights - Entire Place													
Available	21,349	26,468	28,217	31,077	31,002	30,998	31,870	32,417	36,476	36,613	37,103	35,700	31,435
Booked	11,860	16,986	18,280	19,169	22,834	25,069	21,270	19,976	27,246	23,173	22,096	17,023	14,348
Occupancy													
Entire Place	55.6%	64.2%	64.8%	61.7%	73.7%	80.9%	66.7%	61.6%	74.7%	63.3%	59.6%	47.7%	45.6%
Hotel Comparable	45.9%	57.4%	61.8%	59.7%	66.4%	73.0%	63.7%	59.5%	72.3%	61.8%	56.6%	42.5%	46.1%
ADR													
Entire Place	\$222.53	\$224.39	\$225.19	\$228.84	\$233.41	\$242.65	\$235.95	\$231.07	\$237.81	\$238.57	\$242.52	\$240.24	\$248.74
Hotel Comparable	\$136.45	\$134.99	\$136.05	\$142.17	\$142.90	\$146.48	\$138.24	\$141.65	\$147.47	\$143.05	\$142.96	\$138.04	\$139.83
RevPAR													
Entire Place	\$123.62	\$144.01	\$145.89	\$141.15	\$171.91	\$196.24	\$157.47	\$142.39	\$177.63	\$150.99	\$144.43	\$114.55	\$113.53
Hotel Comparable	\$62.66	\$77.46	\$84.11	\$84.84	\$94.82	\$106.97	\$88.06	\$84.25	\$106.64	\$88.46	\$80.86	\$58.67	\$64.46



Lynn Collins <lynn@visitncsmokies.com>

1% Bonus Cycle

1 message

Nathan Clark <nclark@maggievalleync.gov>
To: Lynn Collins <lynn@visitncsmokies.com>

Tue, Mar 8, 2022 at 11:55 AM

Lynn,

Attached in .pdf are the quotes the Town has received for improvements to the stage.

1) USI quote of \$4,166 is a combination of open and closed cell insulation design to dampen the sounds that reverberate for the floor. As you know last year the Town eliminated the sound reverberations from the ceiling. The Town has consistently sought out the advice from sound and music professionals including Balsam Range to help guide our stage improvements. This is a time sensitive project and would be best accomplished before the Festival Season begins in April 2022. The cost of this improvement is \$4,166.

2) The CES quote creates new electrical connections for musicians on the Wade Reece Memorial Stage. Currently connections are in rear of stage and connect across the "road" behind the stage. By providing connections in front of stage will reduce trip hazards, allow service road to remain open during concerts and reduce set up / strike down times. The cost of this improvement is \$1,048.

Total project cost = \$5,214

Let me know if you have any questions about either project

Thanks in advance

Nathan Clark, ICMA-CM
Town Manager
Town of Maggie Valley
3987 Soco Road

Maggie Val

2 attachments

 **FG Bonus march 2022.pdf**
410K

 **ATT00001.txt**
1K



ALLIED
WORK AGREEMENT

License #:Not Required

Branch#: 351 | 741 Dogwood Road | Asheville, NC 28806 | (828) 253-4387

CUSTOMER/BUILDER
TOWN OF MAGGIE VALLEY New
3987 SOCO ROAD
MAGGIE VALLEY, NC 28751
(828) 926-0866

JOB SITE INFORMATION
3374 SOCO ROAD
MAGGIE VALLEY, NC 28751

TRADE: INSULATION
QUOTE #: 81042767 / 1
ISSUE DATE: 02-11-2022
SALES PERSON: Dike, Robert

Base

Work Area	Item
Crawl Space Ceiling	INMW JM SOUND AND FIRE 3X16X48 PB@4 153.33 SF BGI
Crawl Space Ceiling	INSUL SUP. #17, BX 500
Crawl Space Ceiling	OPEN CELL FOAM R - 11 OC NO MIX = 3 Nominal inches

BASE TOTAL: \$4,166.00

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:

By:

SIGNATURE

TITLE

Company Name:

CONTRACTOR:

By:

SIGNATURE

TITLE

Date:

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.

1. **ACCEPTANCE.** This agreement is expressly limited to and made conditional upon your acceptance of its terms and conditions. Any of your terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing (except additional provisions specifying quantity, description of the products or work ordered and shipping instructions) are deemed material and are hereby objected to and rejected. You waive your objection to any terms and conditions contained herein if Contractor does not receive written notice of your objection within ten business days of the date of this agreement. You will in any event be deemed to have assented to all terms and conditions contained herein if any part of the products or work described herein are provided or performed. Please note particularly the Limited Warranty, Limitation of Remedies and Limitations on Actions and Liability provisions set forth below. You acknowledge that the prices stated are based on the enforceability of these terms and conditions, and on the Limited Warranty, Limitation of Remedies and Limitation of Actions and Liability provisions below, that the price would be substantially higher if Contractor could not limit its liability as herein provided, and that you accept these provisions in exchange for such lower prices.

2. **LIMITED WARRANTY.** All work performed by Contractor is warranted to be free from defects in material and workmanship for one year from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the products. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty does not cover damages relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer's instructions; and (c) alteration, repair or attempted repair by anyone other than Contractor or its authorized representative. You shall be solely responsible for the correctness of the plans and specifications and shall release and hold harmless Contractor from any damages resulting from improper, inadequate or vague information supplied by you. Contractor does not take on any obligation to inspect or evaluate the work of other parties in any manner or aspect. This warranty is not transferable.

3. **INSURANCE.** Contractor shall maintain workers' compensation (employer liability), as required by law, and \$1,000,000 in general liability insurance while performing the work. Contractor reserves the right to be self insured to the extent allowed by applicable law. Contractor does not agree to name any other persons or entities as additional insureds.

4. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to have arisen out of the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming work or to the issuance of a credit for such nonconforming work in accordance with these terms and conditions provided Contractor is given a reasonable opportunity to inspect the work and confirms such nonconformity. This exclusive remedy shall not be deemed to have failed if its essential purpose so long as Contractor is willing and able to repair or replace the nonconforming work and, in any event, Contractor's maximum liability for any damages shall be limited to the total amount paid to Contractor for the Work under this agreement. This Limitation of Remedies clause shall apply to the parties to this agreement as well as to the current owner(s) of the project and its their respective successors and assigns. If you receive a claim for damages by any owner arising out of or alleged to have arisen out of the Work, you agree to give written notice to Contractor of the claim and provide Contractor an opportunity to inspect the alleged damages within 30 days after Contractor's receipt of the notice. If you fail to give the required notice and/or fail to allow Contractor an opportunity to inspect the alleged damages within 30 days, you hereby waive any and all rights for damages and/or correction of work against Contractor. This Limitations of Remedies may be pleaded as a complete bar to any action in violation of this clause.

5. **LIMITATIONS ON ACTIONS AND LIABILITY.** All claims and or lawsuits including but not limited to claims or lawsuits for indemnity and or contribution against Contractor arising under this agreement must be made within 13 months from the date of completion of the installation. **CONTRACTOR WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM DELAY IN DELIVERY OF THE PRODUCTS OR FOR ANY FAILURE TO PERFORM THAT IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. CONTRACTOR DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGE WHICH MIGHT BE SUSTAINED BY ANY PERSON WHO MAY BE ALLERGIC TO OR AFFECTED BY THE EMANATION OF PARTICLES FROM CERTAIN TYPES OF INSULATION. THE MAXIMUM LIABILITY, IF ANY, OF CONTRACTOR FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS, OR ANY SERVICES IN CONNECTION WITH THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, ATTORNEYS FEES AND/OR COSTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS YOUR EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

6. **PRICES, TERMS AND SHIPMENT.** No cash discounts, back charges, set offs or counterclaims are allowed unless specified by Contractor. In addition to the prices specified, you agree to pay any federal, state or local excise, use, occupational, or similar tax now in force or to be enacted in the future, assessed against Contractor or you by reason of this transaction. No retention is permitted unless Contractor agrees otherwise in writing. Any past due payment will be, at Contractor's option, subject to interest at 1.5% per month (18% per annum) to the extent permitted by law. You agree to receive (or permit Contractor to receive) near the work site, any materials needed to complete the Work. You agree to protect such materials from damage or loss and provide Contractor, free of charge, with reasonable use of light, heat, water, power, storage space and use of available elevators and hoists as needed. Title to all materials under this agreement shall not transfer to you until Contractor receives payment in full. Contractor may charge you a fee and its actual expenses if the job site is not ready for work on the date you specify.

7. **FORCE MAJEURE.** Contractor shall not be liable for any delay, failures, or default in performance of this agreement or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control either of Contractor or of suppliers to the Contractor. Such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature, severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure, or work that cannot be completed because of another contractor covering the pertinent portion of the building. If any contingency occurs, Contractor may allocate production, deliveries, and performance of work among its customers or substitute substantially similar materials, in its sole discretion, without liability for doing so.

8. **CONFIDENTIALITY.** If you visit Contractor's premises or you otherwise receive any proprietary or confidential information from Contractor, you shall remain such information as confidential and not use or disclose it to any third party without Contractor's written consent.

9. **CREDIT APPROVAL.** Shipment and delivery of goods and performance of work shall at all times be subject to the approval of Contractor's credit department and Contractor may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon terms and conditions or security satisfactory to Contractor. By signing this agreement, you authorize Contractor to check your credit and references.

10. **CANCELLATION.** This agreement, or any part of it, may only be cancelled with Contractor's written approval. In the event of cancellation of this agreement, or any part hereof, you shall pay: (a) the contract price of all completed items; (b) that portion of the contract price that is equal to the degree of completion of products or work in process, effective on the date Contractor receives notice of cancellation; (c) the cost of any materials and supplies which Contractor shall have purchased to perform and which cannot be readily resold or used for other or similar purposes; (d) a restocking fee; and (e) any expenses incurred by Contractor (including legal fees and judgments) as a result of the cancellation of subcontracts or purchases related to this agreement.

11. **DEFAULT.** You may terminate this agreement for Contractor's default, wholly or in part, by giving Contractor written notice of termination as follows. You may give a written notice of termination only if Contractor has received a written notice from you specifying such default, the default is not excusable under any provision hereof, and the default has not been remedied within thirty (30) days for such longer period as may be reasonable under the circumstances after Contractor's receipt of the notice of default. Delivery of nonconforming products or work by Contractor shall give you the rights set forth in paragraph 4 hereof but shall not be deemed a default for purposes of termination. In the event of termination for default, you shall be relieved of the obligation to pay for work not performed by Contractor prior to the effective date of such termination. A default on Contractor's part shall not subject Contractor to liability, through payment by Contractor, set off or otherwise, for any other damages, whether direct, consequential or incidental, and whether sought under theories of contract or tort.

12. **ASSIGNMENT.** You may not assign this agreement or any claim against Contractor relating to this agreement.

13. **GOVERNING LAW.** This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Contractor's address first listed on the front of this agreement.

14. **DISPUTES AND MANDATORY MEDIATION.** In the event that a dispute arises over the reasonableness of or entitlement to fees charged by Contractor, the prevailing party will be entitled to reasonable attorneys fees and costs. In all other disputes of any nature, each party shall pay its own fees and costs. Except as required to protect confidential information and to obtain preliminary injunctive relief to prevent irreparable harm, you and the Contractor agree that prior to the initiation of any legal action the parties will engage in facilitative mediation of any and all disputes in any way related to this agreement. If the parties cannot agree upon a facilitative mediator within 30 days of when the dispute arose, one will be selected pursuant to the Commercial Mediation Rules of the American Arbitration Association. Each party will share equally the fees of the facilitative mediator and costs of the mediation.

15. **INSULATION DOES NOT PREVENT FROZEN PIPES.** Insulating around water lines in an unconditioned or semi-conditioned area will not prevent pipes from freezing or accumulating condensation. To decrease the possibility of frozen pipes, locate any water pipes within a conditioned area, such as internal walls rather than external walls. If you do not locate the pipes within an internal wall, you hold Contractor harmless and release Contractor from any claims relating to frozen or burst pipes.

16. **SEVERABILITY.** If any provision on this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain.

17. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties relating to the subject matter hereof and may only be waived, changed, modified, extended or discharged orally by a writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought. The terms and conditions of this agreement supersede any agreement to which it is attached.

18. **INDEMNITY.** Each of the parties to this agreement agrees to defend and indemnify one another from any and all claims, actions and or lawsuits caused by the party's negligent acts or omissions. This indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into prior to this agreement. Furthermore, this indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into subsequent to this agreement unless the subsequent agreement specifically refers to this indemnity clause and declares it null and void.



ALLIED
ADDENDUM

License #: Not Required

Branch #: 351 | 741 Dogwood Road | Asheville, NC 28806 | (828) 253-4387

CUSTOMER/BUILDER

TOWN OF MAGGIE VALLEY / New
3987 SOCO ROAD
MAGGIE VALLEY, NC 28751
(828) 926-0866

JOB SITE INFORMATION

3374 SOCO ROAD
MAGGIE VALLEY, NC 28751

TRADE: INSULATION

QUOTE #: 81042767 / 1

ISSUE DATE: 02-11-2022

SALES PERSON: Dike, Robert

Allied ("Contractor") and Customer each agree to amend the agreement ("Agreement") for the Project specified above as follows:

1. Customer has contracted with Contractor for the installation of spray polyurethane foam in accordance with the scope of work ("Work") specifically set forth in the Agreement. This Addendum modifies the terms of the Agreement and its exhibits and addenda. If any of the terms and conditions of this Addendum should conflict with any terms and conditions of the Agreement this Addendum shall control. These modifications are mutually agreed to by the parties and are supported by legal consideration. Customer's acceptance shall be evidenced by permitting Contractor to perform the Work.
2. Contractor agrees to incorporate by reference the scope of work and terms and conditions as set forth in Contractor's Proposal, dated February 11, 2022, including all exclusions contained therein.
3. In performing work, Subcontractor is not inspecting or assessing, and undertakes no responsibility to inspect or assess, the Project site (or any component or system thereof) for any purpose other than to perform the Work. The rights and obligations between Contractor and Customer concerning Work performed by Contractor shall be as expressly stated in the Proposal.
4. Customer acknowledges that the spray polyurethane products and the installation specifications selected by the Customer and described in the Work are subject to building codes and evaluation reports which contain express requirements and/or recommendations which are outside the Work unless expressly enumerated in the Proposal. Such requirements and/or recommendations may include, but are not necessarily limited to: installing a specified attic hatch; limiting entry to the attic or crawl space only for service of utilities and not permitting storage in the attic or crawl space; ensuring that (a) there are no interconnected attic, crawl space or basement areas, (b) the air in the attic or crawl space is not circulated to other parts of the building, (c) combustion air and attic ventilation is provided when required, (d) the attic assembly has been properly constructed and (e) a code official has provided the required inspections.
5. The Contractor bears no responsibility for the failure of the Customer, developer, builder, owner or subsequent owner, to use and maintain the attic space in strict accordance with the applicable building codes and evaluation reports.
6. Building codes may require, and evaluation reports may specify, a thermal barrier or ignition barrier be applied to the spray foam applied insulation. A thermal barrier or ignition barrier is not included within the Work unless specifically listed in the Proposal.

CUSTOMER:

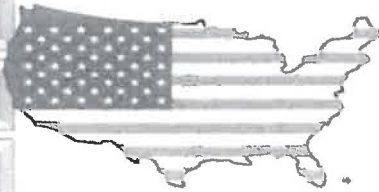
CONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____



C.E.S. (Waynesville NC)
3160 Asheville Road, Waynesville, NC,
28786.

Phone: 828-564-0140
Fax: 828-564-0147
Email: Waynesville0218@cityelectricsupply.com

QUOTATION

WYN/022405

Valid From: 21 Feb 2022
Valid Until: 26 Feb 2022

Page 2/2

CITY ELECTRIC SUPPLY

TOWN OF MAGGIE VALLEY

3987 SOCO ROAD

MAGGIE VALLEY, NC

28751

Phone: 828-926-0866

Fax: 828-926-3576

Delivery Details:

TOWN OF MAGGIE VALLEY

2987 SOCO ROAD

MAGGIE VALLEY, NC

28751

Entered bChristopher Schroer

Sales Rep: Scott Kilby

Account No.: 02180097001

Order Number: FESTIVAL STAGE
SUBPANEL OPTION

Qty	Item	Description	\$ Price Per	\$ Goods
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Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

{QUOTE ONLY. NOT A RECEIPT} Goods Total:
Tax Total:
Total:

\$718.31
\$50.29
\$768.60

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

ESCM

+ Conduit 40° \$160
+ Boxes 2 20
+ Misc Elec 100
280

\$718.31
\$50.29
\$768.60
+ 250.00
\$1018.60



C.E.S. (Waynesville NC)
3160 Asheville Road, Waynesville, NC,
28786.

Phone: 828-564-0140
Fax: 828-564-0147
Email: Waynesville0218@cityelectricsupply.com

QUOTATION

WYN/022405

Valid From: 21 Feb 2022
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Page 1/2

CITY ELECTRIC SUPPLY

TOWN OF MAGGIE VALLEY

3987 SOCO ROAD
MAGGIE VALLEY, NC
28751

Phone: 828-926-0866
Fax: 828-926-3576

Delivery Details:
TOWN OF MAGGIE VALLEY
2987 SOCO ROAD
MAGGIE VALLEY, NC
28751

Entered bChristopher Schroer
Sales Rep: Scott Kilby

Account No.: 02180097001
Order Number: FESTIVAL STAGE
SUBPANEL OPTION

Qty	Item	Description	\$ Price Per	\$ Goods
80	SER-2/0-2/0-2/0-1-AL	SER-2/0-2/0-2/0-1-AL	4870.00 M	389.60
1	SIEMENS INDUS FN1632L1125C	125A Main Lug Cu Gry	93.49 E	93.49
2	SIEMENS INDUS Q2125	2P 125A 120/240V CB	92.95 E	185.90
2	SIEMENS INDUS Q250	2P 50A 120/240V CB	13.99 E	27.98
2	P & S 3894	POWER OUTL-NEMA14-50R	10.67 E	21.34

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Christopher Schroer

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

Page



Lynn Collins <lynn@visitncsmokies.com>

Re: 1% Subcommittee

1 message

Jim Owens <jowens28785@gmail.com>

Mon, Mar 14, 2022 at 1:45 PM

To: Lynn Collins <lynn@visitncsmokies.com>

Cc: Beth Brown <beth@bethbrownphoto.com>, Twinkle Patel <tpatel@milestonehospitalityinc.com>

I support moving ahead with the stage soundproofing project.

I'm available on either April 5th or 7th.

Thanks,
Jim Owens

On Mar 14, 2022, at 1:33 PM, Lynn Collins <lynn@visitncsmokies.com> wrote:

Greetings to all,

I have two items to address with you. The first is that the Town of Maggie would like to go ahead and get the insulation job completed on the stage floor prior to event season. Since the TDA Board did not vote to do a third round of funding I told Nathan that I would bring this project before the TDA Finance Committee and then on the board to see if they would be willing to go ahead and approve the project. The total project cost is \$5,214. There is plenty of funding available in the 28751 1% account to cover this cost. Please let me know at your earliest convenience if you support moving ahead of this project.

The second item is to schedule a 1% Subcommittee meeting to review applications for 22-23 and to make recommendations. We also will need to do a short orientation session to review the updated scoring method. Are you available on Tuesday, April 5th at 9:00am or Thursday, April 7th at 9:00am? If neither of these dates work we will try something later in the month. Please let me know if either of these dates and times work for you.

Best regards,
Lynn Collins
Executive Director
Haywood County TDA
lynn@visitncsmokies.com



Lynn Collins <lynn@visitncsmokies.com>

Re: 1% Subcommittee

1 message

Twinkle Patel <tpatel@milestonehospitalityinc.com>

Mon, Mar 14, 2022 at 2:08 PM

To: Jim Owens <jowens28785@gmail.com>

Cc: Lynn Collins <lynn@visitncsmokies.com>, Beth Brown <beth@bethbrownphoto.com>

I approve of the project. Either date works for me.

Thanks!

On Mon, Mar 14, 2022 at 1:45 PM Jim Owens <jowens28785@gmail.com> wrote:

I support moving ahead with the stage soundproofing project.

I'm available on either April 5th or 7th.

Thanks,
Jim Owens

On Mar 14, 2022, at 1:33 PM, Lynn Collins <lynn@visitncsmokies.com> wrote:

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I have two items to address with you. The first is that the Town of Maggie would like to go ahead and get the insulation job completed on the stage floor prior to event season. Since the TDA Board did not vote to do a third round of funding I told Nathan that I would bring this project before the TDA Finance Committee and then on the board to see if they would be willing to go ahead and approve the project. The total project cost is \$5,214. There is plenty of funding available in the 28751 1% account to cover this cost. Please let me know at your earliest convenience if you support moving ahead of this project.

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Best regards,
Lynn Collins
Executive Director
Haywood County TDA
lynn@visitncsmokies.com

—
Twinkle Patel
Chief Development Officer
Principle Correspondent
Milestone Hospitality
www.milestonehospitalityinc.com
(828) 421-6683 cell
(866) 239-4676 fax



Lynn Collins <lynn@visitncsmokies.com>

RE: 1% Subcommittee

1 message

Beth Brown <beth@bethbrownphoto.com>

Mon, Mar 14, 2022 at 3:05 PM

To: Lynn Collins <lynn@visitncsmokies.com>, Jim Owens <jowens28785@gmail.com>, Twinkle Patel <tpatel@milestonehospitalityinc.com>

Hello!

I support the Town of Maggie Valley's 1% project. Either day works for me. Thank you!

Beth Brown
828.550.1272[Beth@bethbrownphoto.com](mailto:beth@bethbrownphoto.com)

----- Original message -----

From: Lynn Collins <lynn@visitncsmokies.com>

Date: 3/14/22 1:33 PM (GMT-05:00)

To: Jim Owens <jowens28785@gmail.com>, Beth Brown <beth@bethbrownphoto.com>, Twinkle Patel <tpatel@milestonehospitalityinc.com>

Subject: 1% Subcommittee

Greetings to all,

I have two items to address with you. The first is that the Town of Maggie would like to go ahead and get the insulation job completed on the stage floor prior to event season. Since the TDA Board did not vote to do a third round of funding I told Nathan that I would bring this project before the TDA Finance Committee and then on the board to see if they would be willing to go ahead and approve the project. The total project cost is \$5,214. There is plenty of funding available in the 28751 1% account to cover this cost. Please let me know at your earliest convenience if you support moving ahead of this project.

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Best regards,
Lynn Collins
Executive Director
Haywood County TDA
lynn@visitncsmokies.com



**Haywood County Tourism Development Authority
Board of Directors Meeting & Retreat**

Terrace Hotel Auditorium, Lake Junaluska

Date: March 23rd, 2022

Time: 10:00AM

- I. Call TDA Retreat to Order – Chairman Corbin**
- II. Introduction of Facilitators for Strategic Destination Planning**
 - a. Andy Windham, Crawford**
 - b. Chris Cavanaugh, Magellan Strategy Group**
 - c. Ralph Thompson, StreetSense**
- III. Begin Planning Session**
- IV. Lunch Break**
- V. Resume Planning Session**
- VI. Adjournment**