

**TENTATIVE AGENDA & MEETING NOTICE  
BOARD OF COUNTY COMMISSIONERS**

**WEDNESDAY, MAY 7, 2014  
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING  
COMMISSIONERS' BOARD ROOM**

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 15, 2014, Regular Meeting April 15, 2014, Closed Session		1
	3	APPROVAL OF THE MAY 7, 2014 AGENDA		9
5:35	4	BOARD OF EDUCATION'S REQUEST FOR LOTTERY FUNDS	MS. LY MARZE	11
5:40	5	APPALACHIAN THEATRE OF THE HIGH COUNTRY REQUEST	MR. JONATHAN ALLEN	13
5:45	6	PROPOSED AUDIT CONTRACT FOR FY 2014	MS. KATHY MITCHELL	57
5:50	7	MAINTENANCE MATTERS	MR. ROBERT MARSH	
	A.	Bid Award Request for Asphalt Sealing and Striping Project		75
	B.	Bid Award Request for Appalachian Enterprise Center Renovation Project		99
	C.	Bid Award Request for Medic Base Architectural Services		117
	D.	Contract Renewal Request for Parks and Recreation Weekend Janitorial Services		123
5:55	8	TAX MATTERS	MR. LARRY WARREN	
	A.	Monthly Collections Report		127
	B.	Refunds and Releases		129
	C.	Unpaid Real Estate Tax Bills		131
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
	A.	Presentation of the FY 2015 Capital Improvement Plan (CIP)		133
	B.	Presentation of the Manager's FY 2015 Recommended Budget		135
	C.	Proposed Property & Liability Insurance and Workers Compensation Renewals Request		137
	D.	Request for Use of Old High School Parking Lot		143
	E.	Boards & Commissions		145
	F.	Announcements		155
6:05	10	PUBLIC COMMENT		158
7:05	11	BREAK		158
7:10	12	CLOSED SESSION		158
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Personnel Matters – G. S. 143-318.11(a)(6)		
7:30	13	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

April 15, 2014, Regular Meeting Minutes

April 15, 2014, Closed Session Minutes

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, APRIL 15, 2014**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, April 15, 2014, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:** Nathan Miller, Chairman  
David Blust, Vice-Chairman  
Billy Kennedy, Commissioner  
John Welch, Commissioner  
Perry Yates, Commissioner  
Stacey "Four" Eggers, IV, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 5:30 P.M.

Vice-Chairman Blust opened the meeting with a prayer and Commissioner Yates led the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the April 1, 2014, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the April 1, 2014, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the April 1, 2014, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the April 15, 2014, agenda.

County Manager Geouque requested to add a Proposed Resolution Terminating/Appointing Plat Review Officers and Possible Action After Closed Session to the agenda.

Chairman Miller requested to add under Boards and Commissions an appointment to serve as a representative on Appalachian State University's Town and Gown Committee.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the April 15, 2014, agenda as amended.

VOTE: Aye-5  
Nay-0

**BOONE TOWN COUNCIL REQUEST FOR WATAUGA COUNTY TO CHANGE THE METHOD OF DISTRIBUTION OF SALES TAX**

Mayor Andy Ball, Town of Boone, read a resolution from the Town of Boone requesting consideration of changing the sales tax distribution method from ad valorem to per capita. Lengthy discussion was held by Board members and Mayor Ball.

The Towns of Blowing Rock, Beech Mountain and Seven Devils provided resolutions requesting the continuation of the current ad valorem method of sales tax distribution. The following spoke briefly encouraging the same: Blowing Rock Town Manager Scott Fogleman, Beech Mountain Councilman Alan Holcombe, and Seven Devils Mayor Pro-Tem Brad Lambert.

After continued discussion, Commissioner Welch, seconded by Commissioner Kennedy, moved to change the method of sales tax distribution to per capita.

VOTE: Aye-2(Kennedy, Welch)  
Nay-3(Miller, Blust, Yates)

**PROPOSED PROCLAMATION HONORING HOUND EARS CLUB'S 50<sup>TH</sup> ANNIVERSARY**

Mr. Jason Reagan, Director of Communications for Hound Ears Club, gave a presentation detailing the history of the Club and a proclamation for consideration honoring the 50<sup>th</sup> Anniversary of Hound Ears Club.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to adopt the proclamation as presented.

VOTE: Aye-5  
Nay-0

**PROPOSED PROCLAMATION ESTABLISHING GREENING MY PLATE WEEK**

Mr. Bill Moretz will request the Board to proclaim the week of April 27, 2014 as Greening My Plate Week. The purpose of the proclamation is to bring awareness of the benefits of locally grown fruits and vegetables and recognize and celebrate the farmers who provide this produce.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the proclamation as presented.

VOTE: Aye-5  
Nay-0

**BID AWARD REQUEST FOR PAVING RECYCLING CENTER AND TRANSFER STATION PARKING AREAS**

Mr. J.V. Potter, Operations Service Director, presented the following bids for paving the Recycling Center parking lot and patching at the Transfer Station:

Bidder	Amount
Moretz Paving	\$80,648.00
Boone Paving	\$105,700.00
Tri County Paving	\$98,672.60

Moretz Paving was the lowest responsive bidder in the amount of \$80,648. Mr. Potter stated that adequate funds were budgeted to cover the expense.

County Manager Geouque stated that the Transfer Station floor was scheduled to be replaced and, therefore, paving near the Transfer Station may be delayed due to that project.

Commissioner Yates, seconded by Commissioner Welch, moved to award the bid for paving at the Recycling Center parking lot and patching at the Transfer Station to Moretz Paving in the amount of \$80,648 as presented.

VOTE: Aye-5  
Nay-0

**TAX MATTERS**

***A. Monthly Collections Report***

Tax Administrator Larry Warren presented the Tax Collections Report for the month of March 2014. This report was presented for information only and, therefore, no action was required.

***B. Refunds and Releases***

Mr. Warren presented the Refunds and Releases Report for March 2014, as well as a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve the Refunds and Releases Report for March 2014, as presented.

VOTE: Aye-5  
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the North Carolina Vehicle Tax System Refunds and Releases Report for March 2014 as presented.

VOTE: Aye-5  
Nay-0

***C. Proposed Resolution Terminating/Appointing Plat Review Officers***

Mr. Warren presented a resolution terminating Plat Review Officers that were no longer employed with the County and appointing Brandon Saunders and Nathan Bland as Review Officers in addition to Ms. Marilyn M. Osborne who already serves as a Review Officer.

Commissioner Kennedy, seconded by Commissioner Welch, moved to adopt the resolution as presented.

VOTE: Aye-5  
Nay-0

**HIGH COUNTRY RURAL PLANNING ORGANIZATION (RPO) TRANSPORTATION PRIORITIES**

Mr. Joe Furman, Planning and Inspections Director, will present the Transportation priorities for the High Country Rural Planning Organization. The General Assembly adopted a new funding method for transportation projects last year which requires that projects from all modes of transportation be ranked together. Mr. Furman compiled all modes into one list for easier viewing and ranking. In addition, he contacted the four municipalities and AppalCART for input. The Town of Boone was to submit one project directly to the RPO; the other municipalities do not have allotted projects, so their input comes through the County. Mr. Furman stated that the Town of Boone was likely to choose an “in-town” project, such as the King Street/College Street improvements. Seven Devils favors the NC Highway 105 bridge/turn lane at Broadstone Road. Beech Mountain’s top project is the Beech Mountain Parkway Walkway (shown as an Avery County project). Blowing Rock favors the King/College Street improvements, US Highway 421/321/194 North to Vilas widening and US Highway 321/NC Highway 105 intersection improvements in that order. AppalCART would like to purchase an additional bus if proposed student housing occurs. Documentation is attached on the input received.

Commissioner Yates, seconded by Commissioner Welch, moved to select the following projects, in the stated order of priority:

1. US Highway 421 to the junction of US Highway 421/321 in Vilas
2. NC Highway 105 @ Broadstone Road (new bridge and left turn lane)
3. Bamboo Road/Wilson Ridge Road (widen the lanes and improve the intersections)
4. NC Highway 194 from King Street to Howard’s Creek Road

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Request to Waive Fee for Use of Human Services Center Parking Lot***

County Manager Geouque stated that, per Commissioner request, staff contacted Mr. Bill Mast to obtain more details regarding his use of the Human Services Center for a fund raising event. Mr. Mast indicated that the money raised by the event would be used for scholarships for rising high school seniors.

No action was taken.

### ***B. Boards and Commissions***

County Manager Geouque stated that the Blowing Rock Town Council recommended the appointments of Doug Matheson and Ray Pickett to serve as representatives on the Watauga County Recreation Commission.

Commissioner Welch, seconded by Commissioner Kennedy, moved to waive the second reading and appoint Doug Matheson and Ray Pickett to the Watauga County Recreation Commission.

VOTE: Aye-5  
Nay-0

Chairman Miller stated that a request had been submitted for the County to appoint representatives to Appalachian State University's Town and Gown Committee.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint Commissioner Kennedy and County Manager, Deron Geouque, and/or his designee to represent Watauga County on the Town and Gown Committee.

VOTE: Aye-5  
Nay-0

### ***C. Announcements***

County Manager Geouque announced the following:

- Caldwell Community College & Technical Institute will hold an Open House & Business After Hours on Thursday, April 17, 2014, from 5:00 -7:00 P.M. at the Watauga Campus located at 506 Community College Drive in Boone.
- Budget Work Sessions are scheduled for Thursday, May 8, and Tuesday, May 13, 2014; both beginning at 4:00 P.M. and will be held in the Commissioners' Board Room.
- Community Pride Week will be held May 12 – 17. The week will conclude on May 17 with Household Hazardous Waste Day at the County Landfill from 9:00 A.M. until 2:00 P.M. and Operation Medicine Cabinet at the three local Food Lion locations as well as Foscoe Fire Department from 10:00 A.M. until 2:00 P.M. Please see the enclosed announcement for more details.

**PUBLIC COMMENT**

Mr. Matt Snyder commented on the sales tax distribution method by stating that he appreciated the distribution method being ad valorem.

**CLOSED SESSION**

At 7:33 P.M., Commissioner Kennedy, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Welch, moved to resume the open meeting at 8:19 P.M.

VOTE: Aye-5  
Nay-0

**POSSIBLE ACTION AFTER CLOSED SESSION**

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to proceed, upon recommendation of the engineer, with the purchase of the Hwy 321 property contingent upon substantial progress of acquiring permits as monitored by the County Manager with the intent to construct an ambulance base at the site and to approve the allocation of \$1,500 for a wetlands permit as required by the North Carolina Department of Environment and Natural Resources (DENR).

VOTE: Aye-5  
Nay-0

**ADJOURN**

Vice-Chairman Blust, seconded by Commissioner Yates, moved to adjourn the meeting at 8:21 P.M.

VOTE: Aye-5  
Nay-0

\_\_\_\_\_  
Nathan A. Miller, Chairman

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board



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**AGENDA ITEM 3:**

**APPROVAL OF THE MAY 7, 2014, AGENDA**

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**AGENDA ITEM 4:**

**BOARD OF EDUCATION'S REQUEST FOR LOTTERY FUNDS**

**MANAGER'S COMMENTS:**

Ms. Ly Marze, Finance Director for Watauga County Schools, will request funds from the Education Lottery Fund. The total amount requested is \$35,500 and will be used to shingle a portion of the roof at Bethel School.

Board action is required to approve and disburse the requested funding.

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: PO Box 1790

Phone: 828-264-7190

Project Title: Bethel Roof

Location: 138 Bethel School Rd, Sugar Grove, NC 28679

Type of Facility: K-8 School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Partial shingle replacement to include installing synthetic underlayment, re-flashing chimney, installing new plumbing boots, and installing ice/water shield

Estimated Costs:


Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		35,500.00
Repair	_____		_____
Debt Payment / Bond Payment	_____		_____
<b>TOTAL</b>	_____	<b>\$</b>	<b>35,500.00</b>

Estimated Project Beginning Date: June 2014

Est. Project Completion Date: August 2014

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 35,500.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)  
  
 (Signature — Chair, Board of Education)

(Date)  
4/17/14  
 (Date)

**AGENDA ITEM 5:****APPALACHIAN THEATRE OF THE HIGH COUNTRY REQUEST****MANAGER'S COMMENTS:**

Mr. Jonathan Allen, Appalachian Theatre of the High Country, will present information to the Board about the Theatre and request County support for the project. The Theatre is requesting a \$250,000 grant from the County to be repaid over a five (5) year period. The purpose of the grant is to assist in the renovation and restoration of the Appalachian Theatre. In addition, Mr. John Cooper, Campaign Chairman, has invited the Board on a tour of the Theatre the evenings of May 14<sup>th</sup> and 15<sup>th</sup>. Should these dates not work, Mr. Cooper will arrange a private tour at your convenience. If three (3) or more members wish to attend one of the dates, staff will advertise that a majority of the Board may be present at one of the dates provided.

Staff seeks direction from the Board.

## Campaign to Renovate and Restore the Appalachian Theatre



May, 2014

### REQUEST FOR SUPPORT FROM WATAUGA COUNTY GOVERNMENT

#### Campaign Cabinet

John Cooper \*  
Campaign Chair

Jonathan Allen  
Bill Barbour  
Bettie Bond \*  
Hanes Boren \*  
Sterling Carroll  
Brian Crutchfield  
Shelia & Jim Deal \*  
Bartlett Dougherty  
Alfred Glover  
Mary Hall  
Keith Martin \*  
Jerry Moretz \*  
Nancy Reigel  
Max Smith  
Bobby Snead \*  
Tommy Sofield  
Kay Stacy \*  
Emily Stallings

#### Honorary Campaign Cabinet

Kay & Frank Borkowski  
David Holt  
Lynda & Joe Miller  
Rosanne & Kenneth Peacock  
Kathy & Wade Reece  
Bonnie & Jamie Schaefer  
Gerry & Kenneth Wilcox

\* Executive Committee

The Appalachian Theatre of High Country, Inc. respectfully submits this request for a grant in the amount of \$250,000 (payable over a period of up to 5 years) to support the Campaign to Renovate and Restore the Appalachian Theatre.

#### STATEMENT OF NEED

If the art we create and support represents who we are as a culture, then the High Country needs a public arts space to showcase the artistic endeavors of local and regional performers, and to promote and support arts education in the area. We have a former theatre used for movies and live entertainment currently sitting empty and unused in downtown Boone whose size is not replicated by any existing facility in the region. Many of the performing arts organizations in the High Country lack an appropriate permanent venue in which to express their artistry.

A renovated Appalachian Theatre in downtown Boone will provide a gathering place, a unique opportunity to bring music, dance, theatre and media arts to the heart of the High Country. This venue will be a magnet for local residents and a draw for tourists. Watauga County has grown significantly in the past decade, and the US Census and economic data indicate this trend will continue. Our challenge is to absorb that growth while maintaining the rural essence and soul of the region. The Appalachian Theatre is a vital component in preserving our heritage while shaping, influencing and sustaining its future.

Through the preservation and use of this venue, we assert our values and express our identity. We are a community, proud of our Appalachian culture and music and committed to enhancing quality of life through the arts. By defining, preserving, and promoting our uniqueness we hold fast to our heritage and help steer our growth while strengthening our economic vitality.

#### DESCRIPTION OF PROPOSED ACTIVITIES

A group of leaders from Watauga County, led by John Cooper, President of Mast General Stores, is conducting a capital campaign to raise support for the purchase, renovation, and restoration of the 1930's-era Appalachian Theatre on King Street in Downtown Boone. The Theatre has a rich, colorful history, but now stands gutted and boarded up in the middle of a rapidly-growing, vibrant area.

#### **APPALACHIAN THEATRE OF THE HIGH COUNTRY, INC.**

P. O. Box 11 DTS  
Boone, NC 28607  
828.262.4532








[www.savetheapptheatre.com](http://www.savetheapptheatre.com)

The Theatre, once it is restored to its original art deco brilliance, will be capable of hosting a variety of events including lectures, meetings, film series, concerts, medium size theatre and smaller dance productions. With approximately 600 seats, the Theatre will be able to host almost any small- to mid-sized performing arts event. Space above the lobby will be used for business meetings, wedding receptions, class reunions, and other events. The auditorium will have approximately 350 orchestra and 250 balcony seats, and the meeting/reception space will accommodate up to 250 people. The cost of purchasing the building, renovating and restoring it to its original state, and three years of underwriting the start-up/operational expenses, is expected to be in the range of \$6-8 million.

## COMMUNITY INVOLVEMENT AND PARTICIPATION

The Appalachian Theatre programming intends to reflect the diversity and richness of the region and its interests, including music, dance, theater, film, and media arts, among others. Recognizing that cultural education is a critical component in preparing young people for the future and sustaining the vitality of our senior populations, the theatre will welcome and encourage educational programming for all ages. While regional groups will have prominence, national touring groups and commercial bookings should also find a place at the theatre.

There is no other room of this size available to the public for rent in the local area, and we anticipate this to be one of the most widely used spaces within the new Theatre. In the winter of 2012, the Board of the Appalachian Theatre conducted a community-wide survey of potential users and developed a listing that is included below.

- |   |   |
|---|---|
|  Appalachian Cloggers                              |  Junior Appalachian Musicians (JAM)                        |
|  Appalachian Expressive Arts Collective            |  Lyric (an ASU poetry slam group)                          |
|  Appalachian Musical Theatre Ensemble              |  Mountain Home Music*                                      |
|  Appalachian Young People's Theatre*               |  Mountain Laurel Quilt Guild                               |
|  Art in the Park                                   |  Mountain Music Machine                                    |
|  ASU Dept. of Athletics*                          |  Northwestern Studios, Inc. (Dance)*                      |
|  ASU Dept. of Theatre and Dance*                 |  Nth Degree Gallery and Studios                          |
|  ASU Hayes School of Music*                      |  Office of International Studies                         |
|  ASU Office of Arts and Cultural Programs*       |  Presbyterian-Methodist Children's Choir                 |
|  ASU Visiting Writers Series                     |  Southern Appalachian Historical Association             |
|  Beanstalk Little Theatre*                       |  Studio K Dance  |
|  Blowing Rock Community Foundation               |  Sugar Grove Music Fest                                  |
|  Blowing Rock Jazz Society                       |  Todd New River Festival                                 |
|  Blue Ridge Community Theatre*                   |  Town of Boone/Cultural Resources Board                  |
|  Cadence Dance Studio at Harvest House           |  Tourism Development Authority                           |
|  Caldwell Comm. College and Tech. Institute      |  Turchin Center for the Visual Arts                      |
|  Cannon Music Camp                               |  Watauga Community Band*                                 |
|  Center for Appalachian Studies                  |  Watauga County Arts Council*                            |
|  Center for Judaic, Holocaust, and Peace Studies |  Watauga High/Arts Council (Missoula Children's Theatre) |
|  Children's Playhouse                            |  Watauga Education Foundation ("Shooting Stars")         |
|  Children's Theatre Company (BRCT)               |  Watauga High "Open Mic Night" Club                      |
|  Community Music School at ASU                   |  Watauga High Poetry Club                                |
|  Churches/Faith Communities                      |  Watauga Historical Society                              |
|  Crea8tive Drama Workshop at ASU                 |  Wedding, Meeting and Event Planners                     |
|  Diversity Celebration                           |   |
|  Elkland Art School                              |   |
|  Grace Academy                                   |   |
|  Hammer Dulcimer Club                            |   |
|  Harvest House Performing Arts Venue             |   |
|  High Country Dance Studio                       |   |
|  High Country Playwrights Forum                  |   |
|  High Country Water Media Society                |   |
|  High Country Writers                            |   |
|  I Have a Dream Taskforce                        |   |
|  In/Visible Theatre*                             |   |
|  Jubilee Chorus                                  |   |

\*Responded to one of the surveys as a potential Appalachian Theatre user



We will measure success for this facility partly by the sheer number of people we serve, along with our fiscal stewardship and financial viability. But beyond the bottom line is our desire to get as many audience members as possible to see live performances and to feel a sense of ownership in their venue, an equally important measure of success for this endeavor. Success also means an array of interesting and diverse program offerings and our establishment of a strong regional reputation and cultural identity. As stated in our mission, the desire to be a cultural hub for the High Country and home for our regional arts organizations is paramount and the ultimate standard for any evaluation of our efforts.

## **PARTNER ORGANIZATIONS**

The **TOWN OF BOONE** entered into an agreement with the **DOWNTOWN BOONE DEVELOPMENT ASSOCIATION (DBDA)** in which the DBDA would purchase the Theatre from the town within 3 years and renovate and restore the Theatre back to its original 1938 appearance. To assist in this effort, the DBDA formed the **APPALACHIAN THEATRE RENOVATION TASK FORCE**, made up of over 50 community citizens who were enthusiastically interested in seeing the Theatre renovated and restored to its earlier era. The Task Force was charged with developing construction plans for the Theatre, developing potential programming and operations for the Theatre, and developing a fundraising plan to purchase the building, pay for renovations and restoration, and provide supplemental operations funding for the first three years of operation. The new 501(c)(3), "Appalachian Theatre of the High Country, Inc." was formed in late 2012, and has now taken over the work of the Task Force. The Theatre group is also working with the **BOONE DEPARTMENT OF CULTURAL RESOURCES** and numerous departments at **APPALACHIAN STATE UNIVERSITY** to explore opportunities for future collaborations.

## **LEVERAGED FUNDS**

The Campaign to help fund the purchase, renovation, and restoration of the Appalachian Theatre is seeking support from local, regional, and statewide individuals, foundations, corporations and government entities who share in our belief that the Appalachian Theatre will contribute to the economic vitality of the High Country Region. To date, the campaign has raised over \$3.3 million in pledges and gifts. A grant of \$250,000 from Watauga County would help to move our campaign forward in a significant way, and would enhance our efforts to raise additional leadership level gifts to the campaign from the High Country area.

## **SUSTAINABILITY**

This is a one-time request for support in the capital campaign to restore and renovate the Theatre. Future operations will be funded by operating revenues including memberships, annual campaign drives, etc.

## **MEASURING SUCCESS**

As much as possible given the constraints of available resources, this facility will be one of inclusion, rather than an exclusive space meant for only a few groups. As stewards of the public trust, we will operate the facility with efficiency and fiscal responsibility.

Whenever doing so is both feasible and affordable within the resource and personnel limitations of the Appalachian Theatre, the staff and board will strive to practice environmental responsibility by incorporating green building techniques for renovation and maintenance, and will seek to promote a carbon-reduced or carbon-neutral environmental footprint in all aspects of the facility's operations. In addition, where practical and

affordable, all renovations, additions, and other modifications to the existing facility will be completed in an historically sensitive and conscious manner, complying where feasible with the Secretary of the Interior's Standards for Rehabilitation in order to preserve and promote the theater's unique architectural and social history. The staff and board will also seek to preserve any surviving, intact, and reparable/maintainable original materials, characteristics, distinctive features, and other components associated with that history in compliance with the Secretary's Standards.

Input from the theatre's stakeholders, be they audience members, volunteers, facility users, artists, volunteers, donors or community supporters, will be valued and utilized as an essential element of the organization's strategic planning process, and in building a strong sense of community investment in the theatre.

In summary, we will measure success for this facility partly by the sheer number of people we serve, along with our fiscal stewardship and financial viability. But beyond the bottom line is our desire to get as many audience members as possible to see live performances and to feel a sense of ownership in their venue, an equally important measure of success for this endeavor. Success also means an array of interesting and diverse program offerings and our establishment of a strong regional reputation and cultural identity. As stated in our mission, the desire to be a cultural hub for the High Country and home for our regional arts organizations is paramount and the ultimate standard for any evaluation of our efforts.

Thank you for your consideration.

APPALACHIAN  
*Theatre*



"It takes an endless amount of history to make even a little tradition."

- Henry James



Campaign Cabinet

John Cooper \*  
Campaign Chair

Jonathan Allen  
Bill Barbour  
Bettie Bond \*  
Hanes Boren \*  
Sterling Carroll  
Brian Crutchfield  
Shelia & Jim Deal \*  
Bartlett Dougherty  
Alfred Glover  
Mary Hall  
Keith Martin \*  
Jerry Moretz \*  
Nancy Reigel  
Max Smith  
Bobby Snead \*  
Tommy Sofield  
Kay Stacy \*  
Emily Stallings

Honorary Campaign  
Cabinet

Kay & Frank Borkowski  
David Holt  
Lynda & Joe Miller  
Rosanne & Kenneth Peacock  
Kathy & Wade Reece  
Bonnie & Jamie Schaefer  
Gerry & Kenneth Wilcox

\* Executive Committee

April 28, 2014

Dear Commissioners:

In order for you to better understand the economic importance of the Appalachian Theatre, I would like to invite you for a tour of the premises and an explanation of the exciting plans to restore this important landmark. To accommodate your schedules, we will have the Theatre open for you and any one you wish to bring for two evenings, May 14<sup>th</sup> and 15<sup>th</sup> from 5 until 6:00. Please email me to let me know which date you plan to tour the Theatre.

If you are not available for either of these evenings, please call me or email me and I will arrange for a private tour at your convenience.

Sincerely,

John Cooper

Campaign Chairman

828 265-6511

[johnc@mastgeneralstore.com](mailto:johnc@mastgeneralstore.com)

**APPALACHIAN THEATRE OF THE HIGH COUNTRY, INC.**

P. O. Box 11 DTS  
Boone, NC 28607  
828.262.4532

[www.savetheapptheatre.com](http://www.savetheapptheatre.com)

# Campaign to Renovate and Restore The Appalachian Theatre

## *Campaign Cabinet*

**John Cooper, Campaign Chair\***  
*Mast General Store*

**Jonathan Allen\***  
*Allen Wealth Management*

**Bill Barbour**  
*Charter Media*

**Bettie Bond\***  
*Retired, ASU*

**Hanes Boren\***  
*Footsloggers*

**Sterling Carroll**  
*Carroll Leathergoods*

**Brian Crutchfield**  
*Retired, Blue Ridge Electric*

**Jim and Shelia Deal\***  
*Attorney/Community Volunteer*

**Bartlett Dougherty**  
*Realtor*

**Alfred Glover**  
*Boone Ford Lincoln*

**Mary Hall**  
*Bandanas*

**Keith Martin\***  
*Appalachian State University*

**Jerry Moretz\***  
*Retired, Watauga Medical Center*

**Peter Petschauer**  
*Retired, ASU*

**Nancy Reigel**  
*Community Volunteer*

**Max Smith**  
*Red Gremlin Design Studio*

**Bobby Snead\***  
*Retired, ASU*

**Tommy Sofield**  
*U.S. Chemical Storage*

**Kay Stacy\***  
*Boone Drug*

**Emily Stallings**  
*Community Volunteer*

## *Honorary Campaign Cabinet*

**Welborn and Patty Alexander**  
*BRAHM/Community Leaders*

**Frank and Kay Borkowski**  
*Former Chancellor, ASU*

**David Holt**  
*Entertainer*

**Michael and Michelle Leonard**  
*Conservation Attorney and Mayor of Bethania, NC*

**Joe and Lynda Miller**  
*Cheap Joes*

**Kenneth and Rosanne Peacock**  
*Chancellor, ASU*

**Wade and Kathy Reece**  
*BB&T Insurance Services*

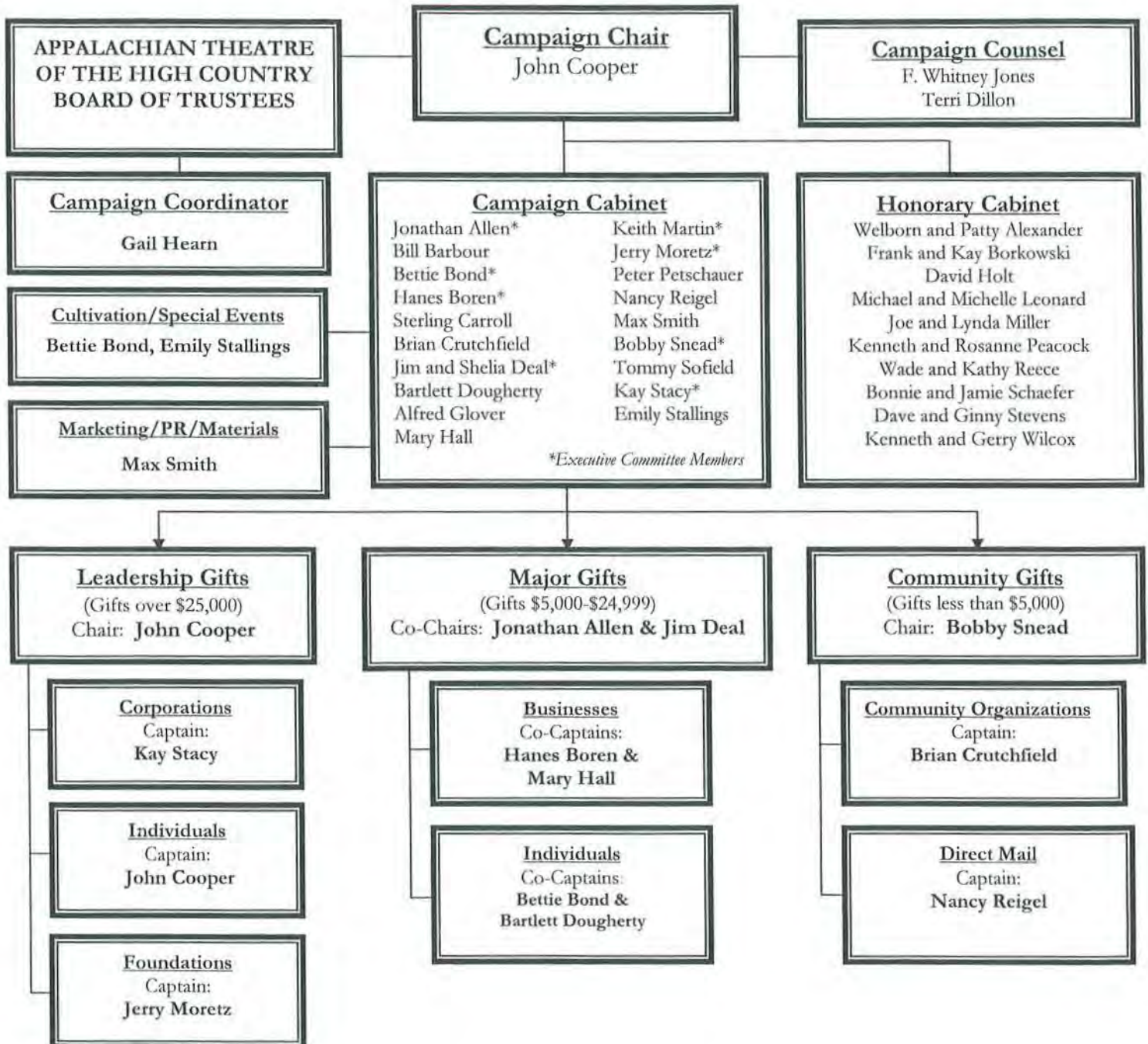
**Bonnie and Jamie Schaefer**  
*Westglow Resort and Spa*

**Dave and Ginny Stevens**  
*Historic Preservationist/Community Leaders*

**Kenneth and Gerry Wilcox**  
*Business Leaders*

# Campaign to Renovate and Restore The Appalachian Theatre

## *Campaign Organization Chart*



# Appalachian Theatre of the High Country, Inc.

## Board of Trustees 2012-13

John Cooper, *Chair*  
 Keith Martin, *Vice Chair*  
 Frank Mohler, *Vice Chair*  
 Bob Neill, *Treasurer*

Bettie Bond  
 Jim Deal  
 Alfred Glover  
 Alex Hooker  
 Eric Plaag  
 Denise Ringler  
 Karen Sabo

Dan Shepherd  
 Max Smith  
 Bob Snead  
 Kay Stacy  
 Andy Stallings  
 Dempsey Wilcox  
 Greg Williams

## Positioning Statement for the APPALACHIAN THEATRE OF THE HIGH COUNTRY

(Approved by the Board of Trustees on October 24, 2012)

### THE ROLE AND VALUE OF THE ARTS

When Lyndon Johnson signed into law creation of the National Endowment of the Arts in 1965, he declared, "Art is a nation's most precious heritage, for it is in our works of art that we reveal to ourselves, and to others, the inner vision which guides us as a nation." The kind of art we create and support represents who we are as a culture. The unique heritage and culture of southern Appalachia survives today through artistic expression handed down from generation to generation.

### STATEMENT OF NEED FOR THE VENUE

If the art we create and support represents who we are as a culture, then the High Country needs a public arts space to showcase the artistic endeavors of local and regional performers. We have a former theatre used for movies and live entertainment currently sitting empty and unused in downtown Boone whose size is not replicated by any existing facility in the region. Many of the performing arts organizations in the High Country lack an appropriate permanent venue in which to express their artistry.

A renovated Appalachian Theatre in downtown Boone will provide a gathering place, a unique opportunity to bring music, dance, theatre and media arts to the heart of the High Country. This venue will be a magnet for local residents and a draw for tourists. Watauga County has grown significantly in the past decade, and the US Census and economic data indicate this trend will continue. Our challenge is to absorb that growth while maintaining the rural essence and soul of the region. The Appalachian Theatre is a vital component in preserving our heritage while shaping, influencing and sustaining its future.

Through the preservation and use of this venue, we assert our values and express our identity. We are a community, proud of our Appalachian culture and music and committed to enhancing quality of life through the arts. By defining, preserving, and promoting our uniqueness we hold fast to our heritage and help steer our growth while strengthening our economic vitality.

## THE MISSION, SCOPE, AND VISION FOR THE ORGANIZATION

The mission of the Appalachian Theatre of the High Country (hereafter, Appalachian Theatre) is to provide a quality venue for a variety of artistic genres; to contribute to the region by promoting and strengthening the area's unique cultural identity and creative history; to enhance business in downtown Boone and the High Country; to provide a cultural hub for the area; and to find new life for a historic building while maintaining its financial sustainability and maximizing its economic impact.

The Appalachian Theatre strives to be a flexible venue celebrating homegrown Appalachian arts and artists, as well as traditional performing arts and ethnically diverse programs associated with the region. The Appalachian Theatre will welcome arts groups from Watauga County and the broader High Country region, both amateur and professional. The theatre will attempt to show films unavailable locally, and be open to arts groups exploring work from classical to experimental and non-traditional while accommodating a variety of education, outreach, and special events.

## HOW WE PLAN TO ACHIEVE THE MISSION

We can achieve this mission in the following ways:

- Through outreach to and inclusion of local, regional, and national artists in our programming;
- Through the formation of strategic collaborations and partnerships;
- Through the active engagement of the community in establishing, using, and sustaining the facility; and
- Through the cultivation of relationships with groups or individuals who will use the space on a regular basis.

We will endeavor to design the space to be flexible, accommodating as much as feasible the varying needs of potential users. We will staff the facility with experienced, versatile professionals who will nurture an atmosphere in which all members of the community are welcomed and encouraged to participate in the life of the Appalachian Theatre. We will appeal to those drawn to the theatre for nostalgic reasons as well as those with no prior relationship with the building.

## PROGRAM PHILOSOPHY OF THE ORGANIZATION

The Appalachian Theatre programming intends to reflect the diversity and richness of the region and its interests, including music, dance, theater, film, and media arts, among others. Recognizing that cultural education is a critical component in preparing young people for the future and sustaining the vitality of our senior populations, the theatre will welcome and encourage educational programming for all ages. While regional groups will have prominence, national touring groups and commercial bookings should also find a place at the theatre.

Renting the theatre for meetings, conferences and special events will enhance the revenue stream, promote economic development, and connect the venue with the corporate sector and visitors, broadening their role as stakeholders in the success of the theatre.

## PRODUCTION VALUES NEEDED TO SUPPORT VARIOUS PROGRAMS

The Appalachian Theatre, which was originally designed as a movie theatre with limited live entertainment capabilities, needs to be redesigned to allow for its use by a wide variety of prospective users. The Design and Construction Committee will lead an effort by the Board of Trustees to accomplish this task within the space limitations of the venue using our available human and financial resources. Ideally, the public spaces should be arranged to include an audience mingling area, concessions, and modern restrooms. An on site office needs to be located for management to support activities of the theatre.



## CHARACTERISTICS OF OUR STAFF AND BOARD LEADERSHIP

The paid staff of the renovated Appalachian Theatre will be small, but experienced and highly skilled. They should oversee the day-to-day operation of the theatre, assist and supervise groups using the space, and coordinate the large corps of volunteers. Marketing will publicize the theatre locally, regionally, and when appropriate, nationally. Board members will have various areas of expertise: fiscal management, fundraising, strategic planning, marketing, public relations, non-profit leadership, education, and arts programming. Trustees will reflect the diversity of the area, with long-term residents and newer arrivals both represented. Until such time as a professional staff is identified and retained, the governing board will need to be a working body with its members taking an active role in operating the facility.

Private support is critical to the success and long-term sustainability to this project. Major donors may play a role as part of the Appalachian Theatre Resource Council, and will have a voice in guiding its vision and the direction of the theater.

## COMMITMENT TO TRAINING, EDUCATION, AND OUTREACH

Offering the facility on a rental basis to user groups for education and outreach purposes is a crucial way to get students and community members engaged in the Appalachian Theatre. Possible activities include curriculum-based classes, workshops, and other programs for student populations. A state-of-the-art Appalachian Theatre will be a learning laboratory to train future generations of performing and media artists. Beyond programs for student populations, the theatre will offer continuing education opportunities for all community members as an outreach program. Once the theatre is self-sustaining, a strategic goal is to create a rental subsidy fund to assist non-profit arts groups with facility expenses.

## STATEMENT OF INTEGRITY AND RESPONSIBILITY

As much as possible given the constraints of available resources, this facility will be one of inclusion, rather than an exclusive space meant for only a few groups. As stewards of the public trust, we will operate the facility with efficiency and fiscal responsibility.

Whenever doing so is both feasible and affordable within the resource and personnel limitations of the Appalachian Theatre, the staff and board will strive to practice environmental responsibility by incorporating green building techniques for renovation and maintenance, and will seek to promote a carbon-reduced or carbon-neutral environmental footprint in all aspects of the facility's operations. In addition, where practical and affordable, all renovations, additions, and other modifications to the existing facility will be completed in an historically sensitive and conscious manner, complying where feasible with the Secretary of the Interior's Standards for Rehabilitation in order to preserve and promote the theater's unique architectural and social history. The staff and board will also seek to preserve any surviving, intact, and reparable/maintainable original materials, characteristics, distinctive features, and other components associated with that history in compliance with the Secretary's Standards.

Input from the theatre's stakeholders, be they audience members, volunteers, facility users, artists, volunteers, donors or community supporters, will be valued and utilized as an essential element of the organization's strategic planning process, and in building a strong sense of community investment in the theatre.

## HOW WE MEASURE SUCCESS

We measure success for this facility partly by the sheer number of people we serve, along with our fiscal stewardship and financial viability. But beyond the bottom line is our desire to get as many audience members as possible to see live performances and to feel a sense of ownership in their venue, an equally important measure of success for this endeavor. Success also means an array of interesting and diverse program offerings and our establishment of a strong regional reputation and cultural identity. As stated in our mission, the desire to be a cultural hub for the High Country and home for our regional arts organizations is paramount and the ultimate standard for any evaluation of our efforts.

## Campaign to Renovate and Restore The Appalachian Theatre

*For More Information...*

**CAMPAIGN CHAIR:**

John E. Cooper, Jr.  
Mast General Store, Inc.  
200 Punkin Center  
Valle Crucis, NC 28691  
(828) 963-6511 office / (828) 265-6511 Cell  
[johnc@mastgeneralstore.com](mailto:johnc@mastgeneralstore.com)

**CAMPAIGN COORDINATOR:**

Gail Hearn  
P. O. Box 11 DTS  
Boone, NC 28607  
(828) 963-4713 (Direct Line)  
[gigi04@skybest.com](mailto:gigi04@skybest.com)

**CAMPAIGN COUNSEL:**

F. Whitney Jones  
Terri Dillon  
Whitney Jones, Inc.  
One Salem Tower, Penthouse 2  
119 Brookstown Avenue  
Winston-Salem, NC 27101  
(336) 722-2371  
[whitney@whitneyjonesinc.com](mailto:whitney@whitneyjonesinc.com)  
[terri@whitneyjonesinc.com](mailto:terri@whitneyjonesinc.com)

**CONTRIBUTIONS PAYABLE TO:**

Campaign for the Appalachian Theatre

**MAILING ADDRESS:**

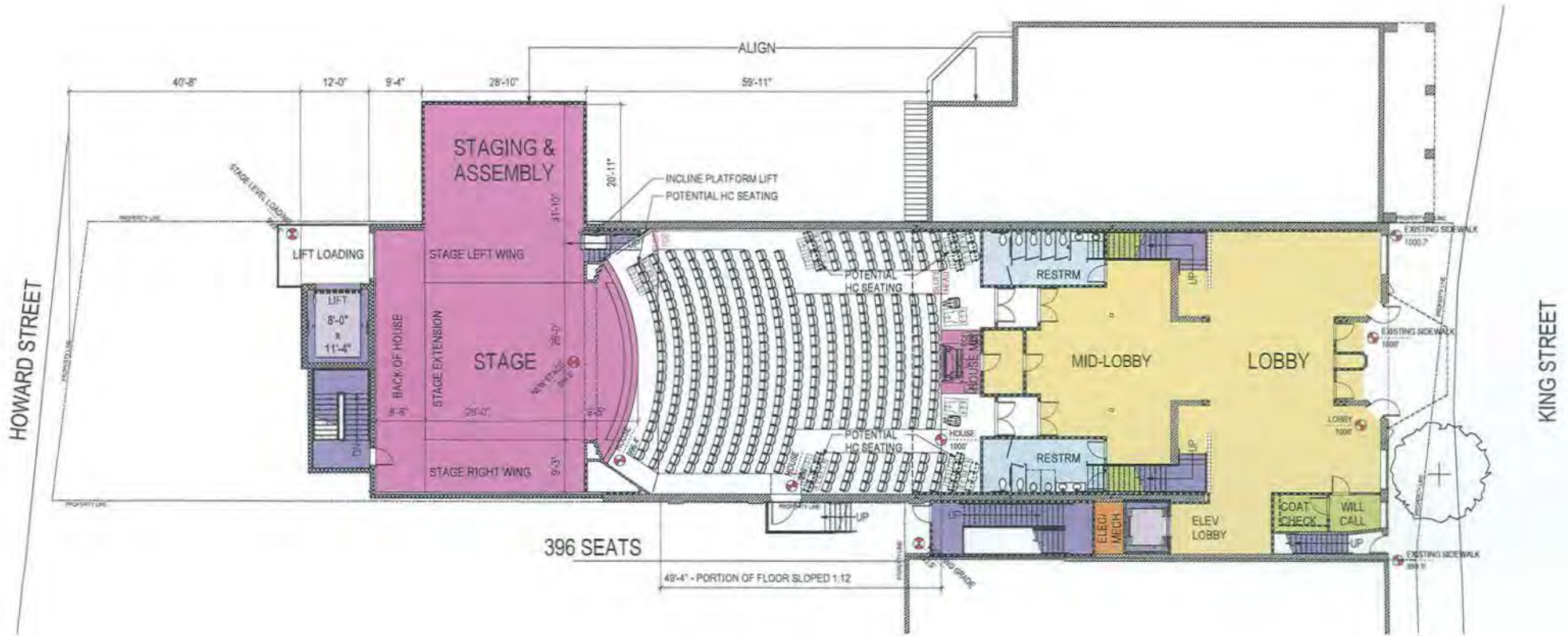
Appalachian Theatre of the High Country  
P. O. Box 11 DTS  
Boone, NC 28607  
[www.savetheapptheatre.com](http://www.savetheapptheatre.com)



**APPALACHIAN THEATRE of the HIGH COUNTRY**  
April 2nd, 2014

**King Street Facade Rendering**

**CLEARSCAPES**  
ARCHITECTURE + ART



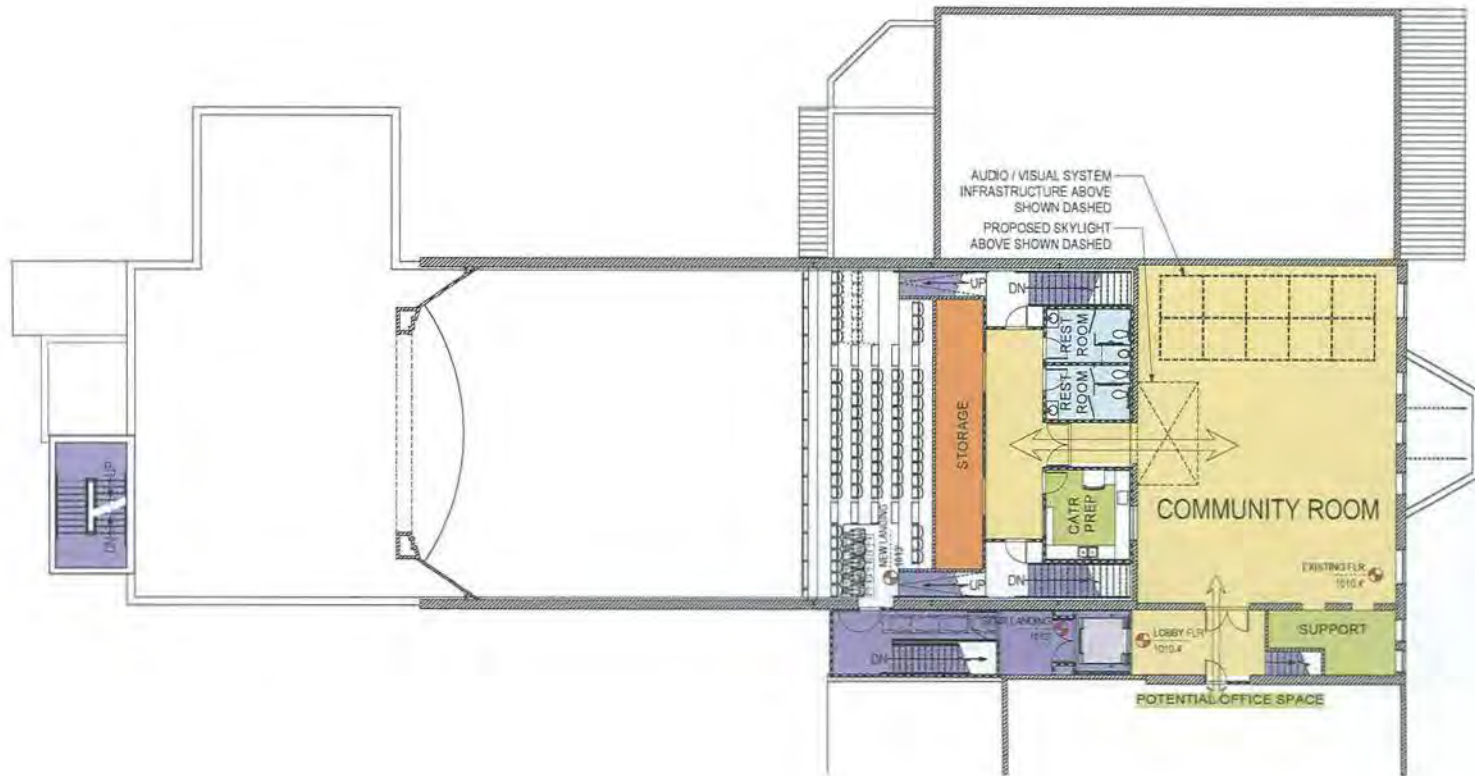
**APPALACHIAN THEATRE of the HIGH COUNTRY**  
 April 2nd, 2014

**Schematic Design Base Options Diagram 1**  
 First Level Plan

**CLEARSCAPES**  
 ARCHITECTURE + ART

HOWARD STREET

KING STREET



**APPALACHIAN THEATRE of the HIGH COUNTRY**  
 April 2nd, 2014

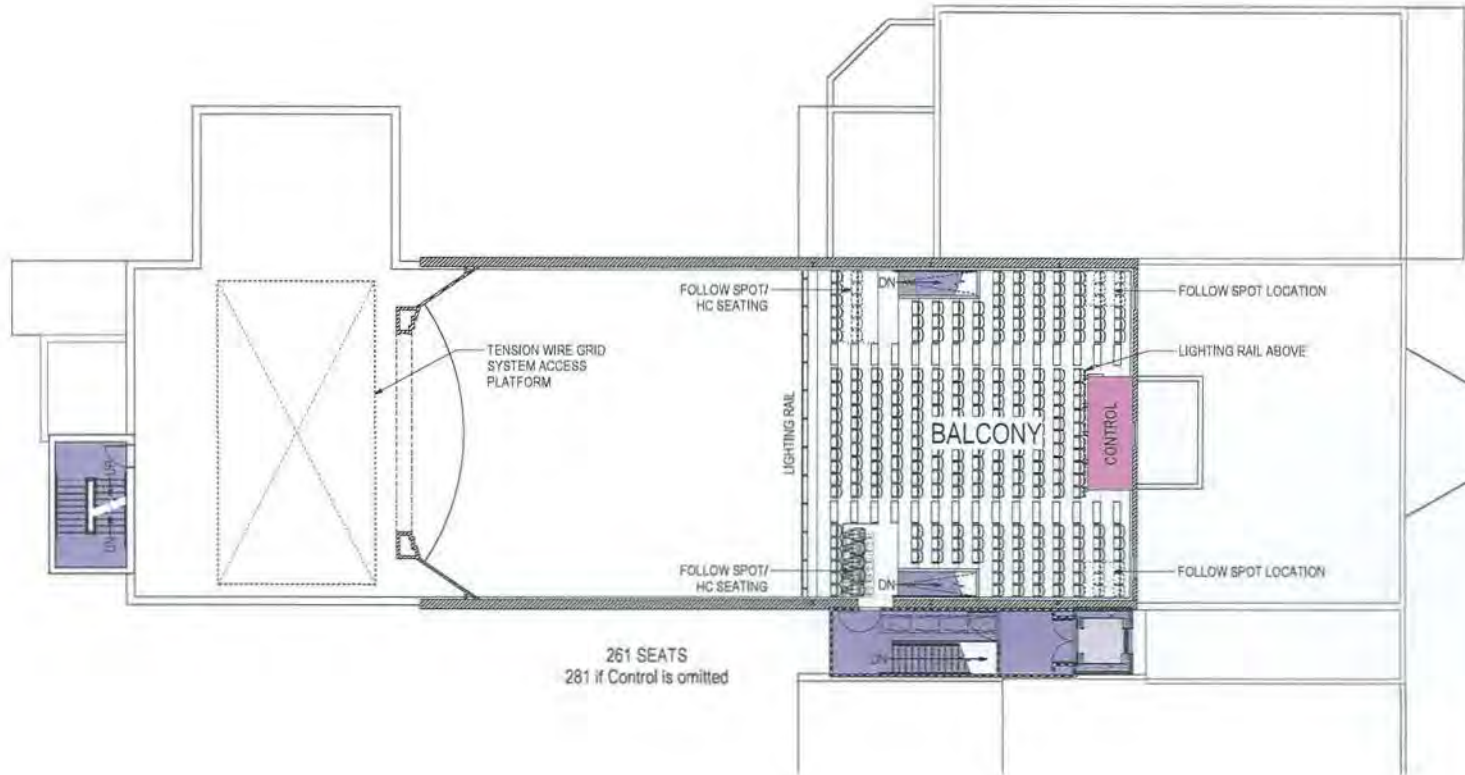
**Schematic Design Base Options Diagram 2**  
 Second Level Plan



**CLEARSCAPES**  
 ARCHITECTURE - ART

HOWARD STREET

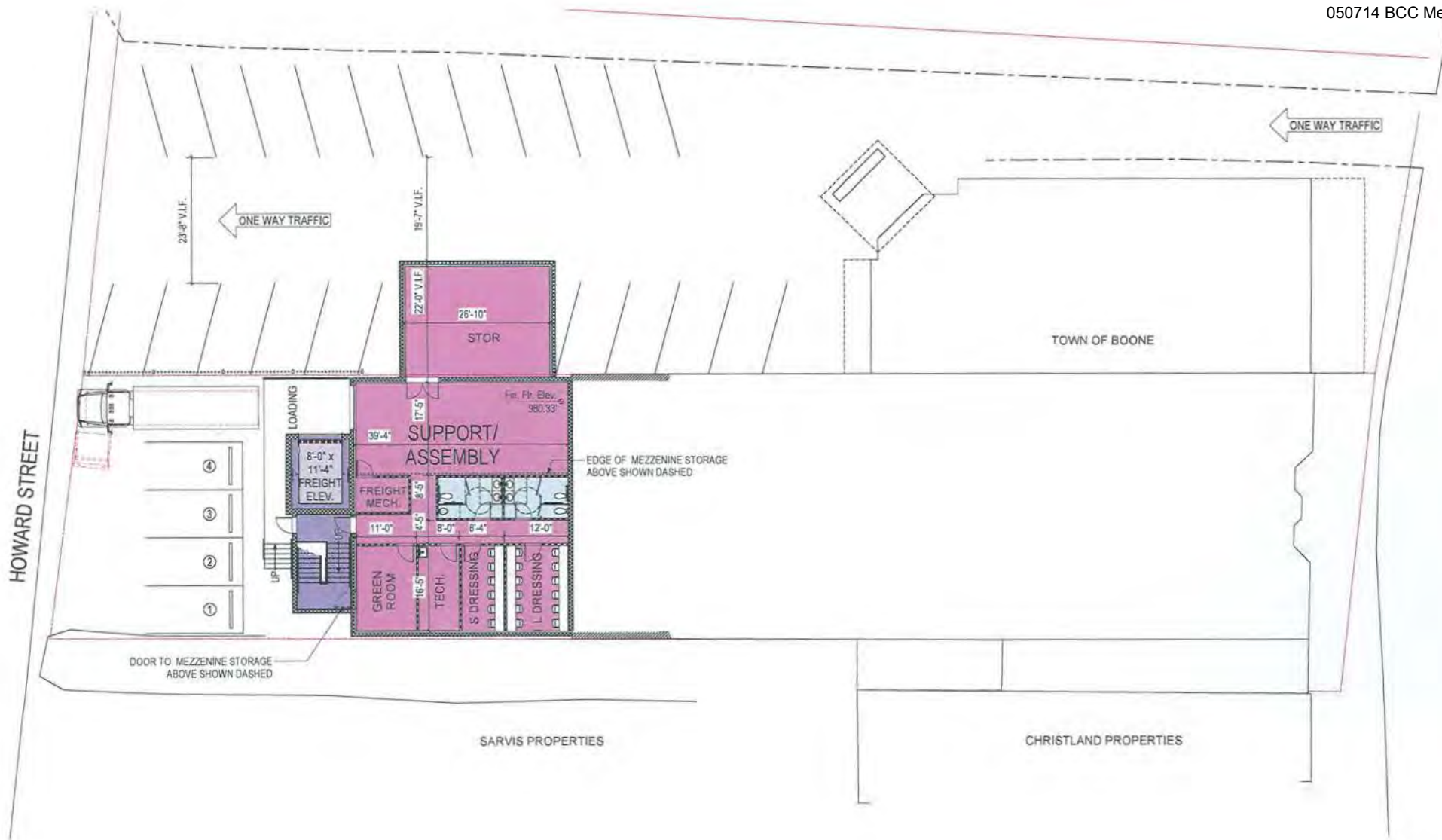
KING STREET



**APPALACHIAN THEATRE of the HIGH COUNTRY**  
 April 2nd, 2014

**Schematic Design Base Options Diagram 3**  
 Balcony Level Plan





HOWARD STREET

DOOR TO MEZZENINE STORAGE ABOVE SHOWN DASHED

SARVIS PROPERTIES

CHRISTLAND PROPERTIES

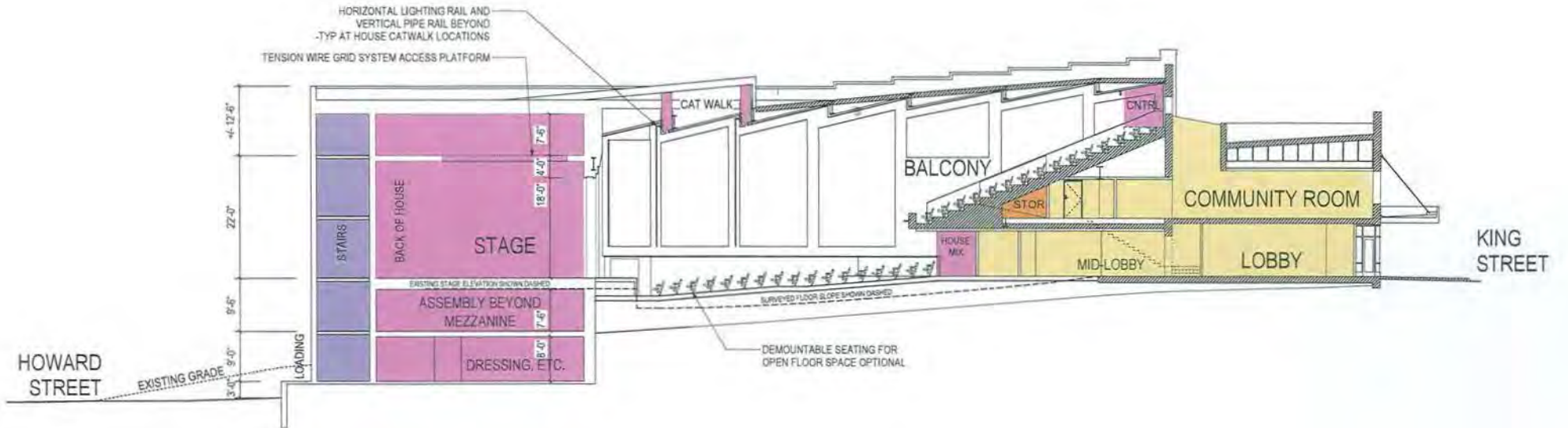
TOWN OF BOONE

APPALACHIAN THEATRE of the HIGH COUNTRY  
April 2nd, 2014

Schematic Design Base Options Diagram 4  
Howard Street Level Plan

CLEARSCAPES  
ARCHITECTURE - ART



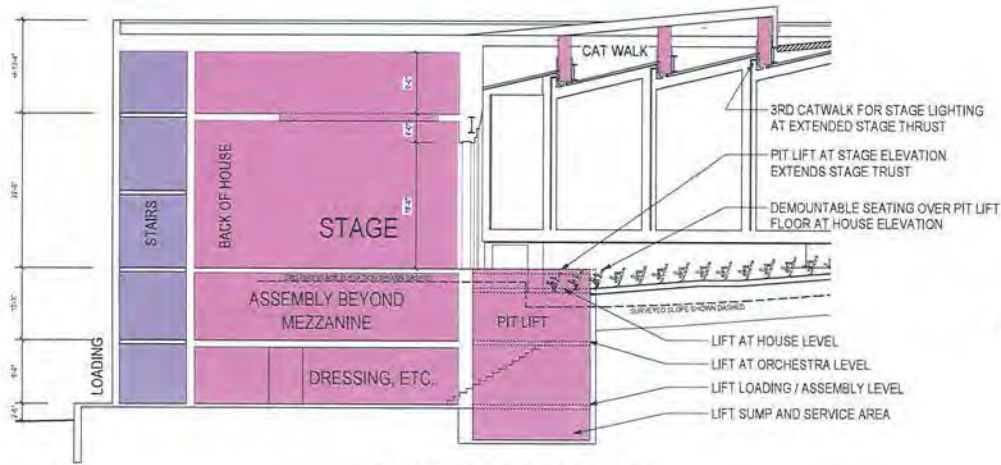


APPALACHIAN THEATRE of the HIGH COUNTRY  
April 2nd, 2014

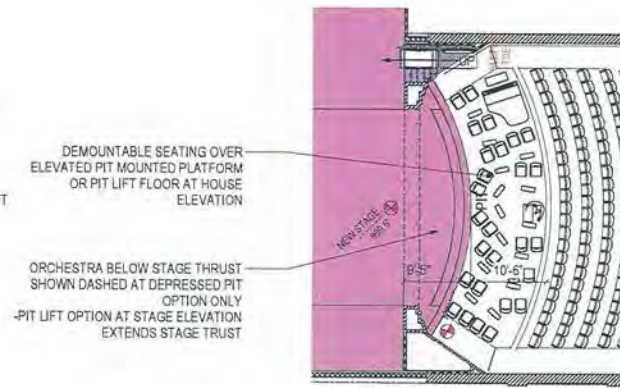
Schematic Design Base Options Diagram 5  
North/South Section Looking West



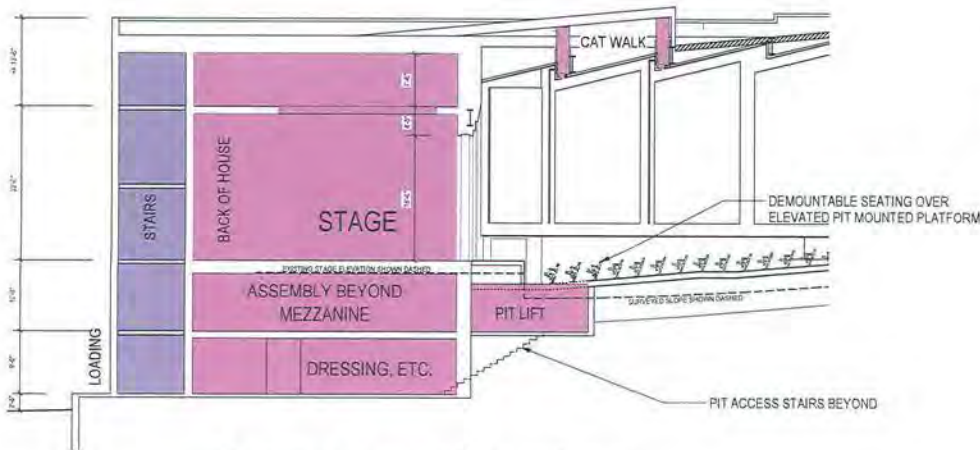




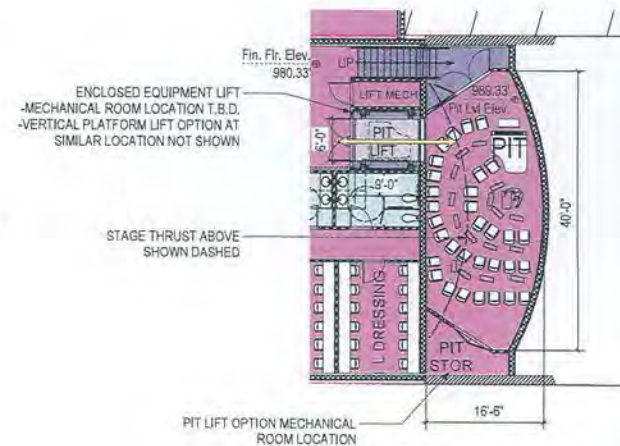
Section at Pit Lift Option 2



First Floor Level Plan



Section at Depressed Pit Level Option 1



Howard Street Level Plan



APPALACHIAN THEATRE of the HIGH COUNTRY  
April 2nd, 2014

Schematic Design Pit Options Diagram 6



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY 050714 BCC Meeting

Date: **MAR 05 2013**

APPALACHIAN THEATRE OF THE HIGH  
COUNTRY INC  
C/O JAMES M DEAL JR  
870 WEST KING STREET  
BOONE, NC 28607

Employer Identification Number:  
46-1461331  
DLN:  
17053024355043  
Contact Person:  
DEL TRIMBLE ID# 31309  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
October 17, 2012  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

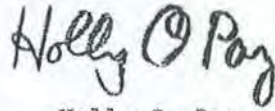
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

APPALACHIAN THEATRE OF THE HIGH

Sincerely,

A handwritten signature in black ink that reads "Holly O Paz". The signature is written in a cursive style with a large, stylized "H" and "P".

Holly O. Paz  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

ABSOLUTELY PRICELESS!  
AUTUMN 2013

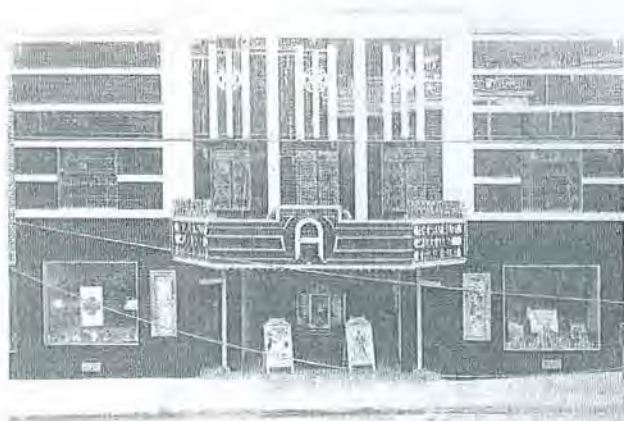
# CML Carolina Mountain Life

*The Heart & Soul of the High Country*

read us online at [cmlmagazine.com](http://cmlmagazine.com)

**A Taste of Our Mountain Life  
Awaits You . . . Come Sit a Spell,  
Relax & Enjoy.**

*"...a wonderful read for 16 years!"*



An unidentified man on the porch of the Daniel Boone Hotel (demolished in 1983) watches the devastating fire at Appalachian Theatre on Jan. 21, 1950, while escaping movie patrons gathers on the sidewalk. Photo courtesy of Watauga Democrat.

## Watuaga County's First And Only Art Deco Building: A History of the Appalachian Theatre

by Craig Fischer, Frank Mohler, and Eric Plaag

W. R. Winkler may have built the building we know today as the Appalachian Theatre in 1938, but the origins of that theater name in Boone date back to 1919. That year, Winkler bought \$300 worth of projection equipment and arranged with Watauga County to begin showing silent films in the courthouse basement.

In 1923, Winkler sold half interest in his theater operation to Arthur E. Hamby, and by the following year the Appalachian was known as the Dixie Theater, with showings on Mondays, Thursdays, and Saturdays. The next year, 1925, Winkler and Hamby built the Pastime Theatre on West King Street, directly opposite the Coffey House in what is now the Professional Building. It had a seating capacity of just over 400, and the presence of a modest stage allowed for traveling western shows and some musical acts to perform.

By 1937, Hamby and Winkler expanded their enterprise by purchasing a house lot on the south side of West King

Street and erected Boone's second version of the Appalachian Theatre, which they in turn leased in September 1938 (along with the Pastime) to A. F. Sams and A. F. Sams, Jr., of Statesville. Hamby and Winkler provided most of the furnishings and equipment, most notably two brand new Kaplan projectors; a new Western Electric sound system; seating for 999 patrons; stage scenery, drops, and curtains; a marquee, complete with neon letters; and chairs for the office. The lessees, meanwhile, installed the theater's "new, first class carpets, draperies, [and] mezzanine and restroom furniture."

The Appalachian's magnificent exterior was the first and only known Art Deco building in Watauga County. It featured decorative, structural glass tiles that were lime green, white, and black, arranged in a geometric pattern leading to a prominent, parapeted ziggurat motif, as well as a projecting neon marquee with red, yellow, and white lights. When it opened on November 14, 1938, admission was tiered, at ten or twenty cents for

the matinee and ten or twenty-five cents for the evening showing.

Like the old Pastime, the Appalachian offered occasional stage performances by traveling acts, beauty contests, stage plays, minstrel shows, and other community events. By 1950, the Sams family was operating the theater under the name Appalachian Amusement Company. Seating throughout the 1950s and into the early 1960s was segregated, with black patrons relegated to the balcony, and the two small bathrooms on the balcony level were for white patrons only. With the decline of the studio system in the 1950s, independent cinema fare became more widely available, and its affordability was attractive. As a result, Boone saw its fair share of foreign, monster, and exploitation films at the Appalachian during the 1950s, 1960s, and 1970s, no doubt testing the boundaries of Boone's comparatively conservative and religious social standards.

Recently discovered photos reveal that the auditorium interior was quite



This post-1950 image of the lobby, concessions area, and balcony stairway of the Appalachian Theatre displays the attractive Art Deco and Art Moderne influences for which the Appalachian was famous. For its current rehabilitation, efforts are underway to reproduce many of the Art Moderne details that characterized its interior following the 1950 renovation. Photo courtesy of the NC Department of Cultural Resources

different prior to a devastating popcorn fire on January 21, 1950. That afternoon, the teen operator of the open-flame popper at the rear of the theater went up front to drop off his first batch of boxed popcorn, then lingered to chat with the concessions stand girl. During his absence, the still active popper burst into flames. As the theater manager stood on stage and asked the audience to leave calmly, flames burst out through the air conditioning ducts, prompting something resembling a stampede. As the crowd reached the front doors of the theater, a large concussion—what one witness called “a hot wave”—swept through the theater. While no one was killed and what few injuries there were proved minor, the damage to the auditorium interior was catastrophic.

Shortly after the fire, Winkler began renovations to the décor. To cope with the damages to the upper walls and a collapsed roof, he installed a barrel roof to replace the tiered roof of the original. New Art Deco sconces, which still

survive, replaced the old fixtures. Winkler also expanded the stage, giving it a curved front forward of its original flat edge. Several years later, an itinerant painter came through to complete air-brushed paintings of cloud scenes in the new faux archways on the walls.

By 1976, Winkler and his wife Effie, who by now owned the building outright, found a new lessee in Essantee Theatres, Inc., of Charlotte. This relationship continued until 1981, when Essantee bought the theater outright from the Winklers. Shortly thereafter, Essantee enclosed the balcony, converted the theater to two screens, renovated the lobby, and changed the name to the Appalachian Twin. Unable to compete with the new multiplex in Boone, though, the theater soon became a late-run dollar cinema. Carmike Cinemas then obtained the building as part of its 1986 purchase of Essantee, ultimately closing the twin cinema on November 29, 2007.

Following its sale to a developer, who stripped the building of many of its re-

maining architectural finishes on both the exterior and interior, the Town of Boone purchased the building in 2011 as part of that developer’s bankruptcy proceedings. With the assistance of the Downtown Boone Development Association, the Appalachian Theatre of the High Country—a non-profit organization committed to recreating the theater’s former glory, preserving its history, and transforming the building into one of the High Country’s premier arts and culture venues—has since purchased the property. Restoration of the theater’s original exterior appearance and renovation of its interior to a modern performance venue with elements of its original Art Deco decor is presently underway.

Craig Fischer is a faculty member in the ASU English Department, Frank Mohler is a Professor Emeritus of Theatre at ASU, and Eric Plaag is a historian and preservationist.

# 75<sup>th</sup> Anniversary of Appalachian Theatre Marks a Rebirth for Venerable Landmark

by Keith Martin



The interior of Boone's Appalachian Theatre following the 1950 renovations included faux, decorative arches along its outer walls. The view here is from the theater's balcony. Photo courtesy of C. J. Hayes.

November 14, 1938. Excited residents of the High Country gathered on a fall Monday to celebrate the gala opening of The Appalachian Theatre in Boone. The Watauga Democrat reported on the opening of "Northwest North Carolina's finest playhouse... The commodious structure is located in the center of the town's business district... The construction is of brick and steel, the front being finished in black plate glass, a striping of cream and green being used. The marquee with "chasing" lights is finished in baked porcelain to compare with the front of the building and a distinctively beautiful appearance results."

The article went on to herald "spring-edge upholstered seats," a "stage of ample proportions, and modernly lighted," and an "operator's booth of the most modern design, fully fireproof and houses the latest Western Electric sound system which is used by the majority of the metropolitan showhouses." For audience comfort, "A huge combination air conditioning and steam plant supplies the heat for the structure and the blower system will provide fresh cool air during the hottest of the summer."

An original program of the gala opening night, recently donated to the theatre by area resident Pam Fisher from her mother's scrapbook, describes a five-act presentation that took place at 3:45 in the afternoon. It included greetings and a dedication followed by Walt Disney's

"Special Technicolor Presentation" of Mickey and Minnie Mouse in "Brave Little Tailor." A newsreel of current events preceded a short film on unusual occupations entitled, "How Charlie McCarthys are Made" and, finally, the featured film: Bobby Breen in "Breaking the Ice," with the world's youngest ice skater, Irene Dare. The entire program was repeated twice that same evening at 7 and 9 pm.

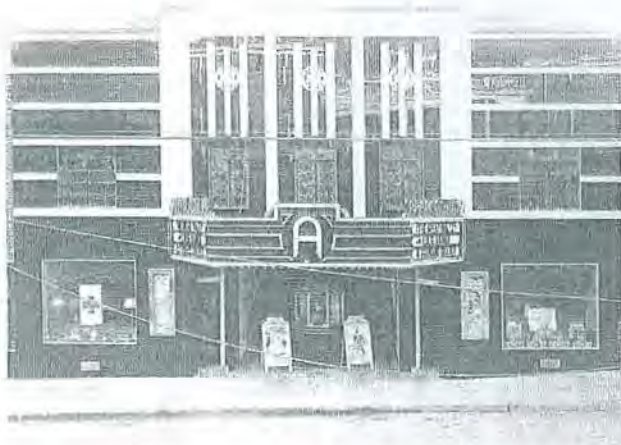
November 14, 2013. Organizers of the "Save the Appalachian Theatre" task force—under the leadership of John Cooper of Mast General Store—have incorporated a new non-profit, tax-exempt entity known as the Appalachian Theatre of the High Country (ATHC). Their mission is to provide a quality venue for a variety of artistic genres; to contribute to the region by promoting and strengthening the area's unique cultural identity and creative history; to enhance business in downtown Boone and the High Country; to provide a cultural hub for the area; and to find new life for a historic building while maintaining its financial sustainability and maximizing its economic impact.

The Town of Boone acquired the facility in November 2011 after submitting a bid for the property to a local bank during foreclosure proceedings. The Downtown Boone Development Association (DBDA) served as fiscal agent

for the project while providing invaluable monetary and administrative support in nurturing the creation of ATHC. "This unique private-public partnership is a model for projects of a similar nature, and the Downton Boone Development Association is proud to contribute to the success of the Appalachian Theatre," said Dempsey Wilcox, President of the DBDA Board of Directors.

Cooper, now chair of the board of trustees, was joined on July 16<sup>th</sup> by officers of the Appalachian Theatre to present a check to the Mayor for the remaining balance on the purchase loan, thereby reimbursing the town "in full and with interest." According to Cooper, "The Town of Boone made a visionary leap of faith by purchasing the venerable Appalachian Theatre, trusting that this prudent financial investment would pay cultural dividends for current and future generations of its citizens."

Boone Mayor Loretta Clawson accepted the payment on behalf of the Town of Boone and stated that, "The caliber of people involved with this project guarantees its continued success." The Mayor expressed her appreciation to the many local residents who have volunteered on the Save the Appalachian Theatre task force and on numerous supporting committees. Cooper noted the mayor and town council's active participation behind the scenes since the inception of the project, while remarking that, "Their leadership has



An unidentified man on the porch of the Daniel Boone Hotel (demolished in 1983) watches the devastating fire at Appalachian Theatre on Jan. 21, 1950, while escaping movie patrons gathers on the sidewalk. Photo courtesy of Watauga Democrat.

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By 1937, Hamby and Winkler expanded their enterprise by purchasing a house lot on the south side of West King

Street and erected Boone's second version of the Appalachian Theatre, which they in turn leased in September 1938 (along with the Pastime) to A. F. Sams and A. F. Sams, Jr., of Statesville. Hamby and Winkler provided most of the furnishings and equipment, most notably two brand new Kaplan projectors; a new Western Electric sound system; seating for 999 patrons; stage scenery, drops, and curtains; a marquee, complete with neon letters; and chairs for the office. The lessees, meanwhile, installed the theater's "new, first class carpets, draperies, [and] mezzanine and restroom furniture."

The Appalachian's magnificent exterior was the first and only known Art Deco building in Watauga County. It featured decorative, structural glass tiles that were lime green, white, and black, arranged in a geometric pattern leading to a prominent, parapeted ziggurat motif, as well as a projecting neon marquee with red, yellow, and white lights. When it opened on November 14, 1938, admission was tiered, at ten or twenty cents for

the matinee and ten or twenty-five cents for the evening showing.

Like the old Pastime, the Appalachian offered occasional stage performances by traveling acts, beauty contests, stage plays, minstrel shows, and other community events. By 1950, the Sams family was operating the theater under the name Appalachian Amusement Company. Seating throughout the 1950s and into the early 1960s was segregated, with black patrons relegated to the balcony, and the two small bathrooms on the balcony level were for white patrons only. With the decline of the studio system in the 1950s, independent cinema fare became more widely available, and its affordability was attractive. As a result, Boone saw its fair share of foreign, monster, and exploitation films at the Appalachian during the 1950s, 1960s, and 1970s, no doubt testing the boundaries of Boone's comparatively conservative and religious social standards.

Recently discovered photos reveal that the auditorium interior was quite



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## Historic Appalachian Theatre will open again with aid from area organizations

Story: LOVEY COOPER, A&E Reporter  
January 17, 2013

After closing its doors just over half a decade ago, a historic piece of downtown Boone will make itself ready and available to the public once again.

Organizations are working to restore Appalachian Theatre "as much as possible to its 1938 appearance" following its purchase by the Appalachian Theatre of the High Country from the Town of Boone, said Frank Mohler, chair of the design and construction committee. The theatre was closed in 2007, and bought by the Town of Boone until another company could place an offer.

The ATHC organization recently purchased the theatre in hopes of providing a home for several performing art organizations in the area, as well as hosting film festivals and eventually attracting regional and national talent.

"The motivation is about saving a historic landmark as well as fulfilling the need for a performance art venue for the High Country," said John Cooper, the chair of the board of trustees of the ATHC. "There are many groups- including the Blue Ridge Community Theatre and Joe Shannon's Mountain Home Music - that have never had a home." Cooper contacted other members of the North Carolina Arts Council and assembled a group to raise funds for the renovation.



Patrons line up for a performance of Maggie and Jiggs In Society. Plans are to restore the theater as close as possible to its original 1938 appearance.

"I hadn't even begun work at App State when he asked me to assist on a little project with which he was involved, a group then known as the 'Save The Appalachian Theatre Task Force,'" said Keith Martin, vice chair of the board of trustees of the ATHC. "Our first meeting, I sat across from Doc Watson, who gave his blessing to the project and inspire all of us in attendance to move forward."

This is Martin's sixth such endeavor in restoring theatrical spaces.

He said the support of the Town of Boone and the Downtown Development Association has been reaffirming.

"Quite simply, this would not have happened without the vision and leadership of those two entities," Martin said.

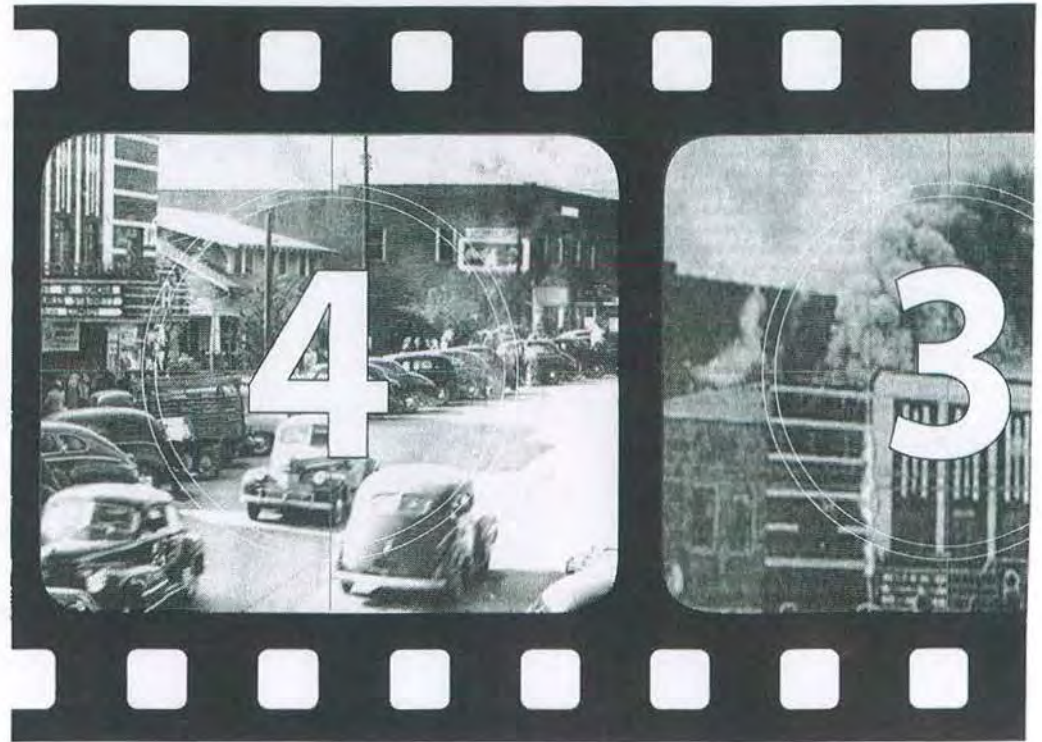
The theatre was originally opened in 1938 and presented stage shows including early theatrical genre vaudeville, big bands, appearances by western movie actors and minstrel shows by local businessmen. As competition emerged in the 1980s, the theatre was converted to a cinema.

"Personally, I can't wait to attend the first performance," Martin said.

The final opening still remains unknown due to fundraising, Cooper said.

"We hope to be able to launch the public phase of the campaign this summer," Cooper said.

# PICTURE TO BEGIN IN...

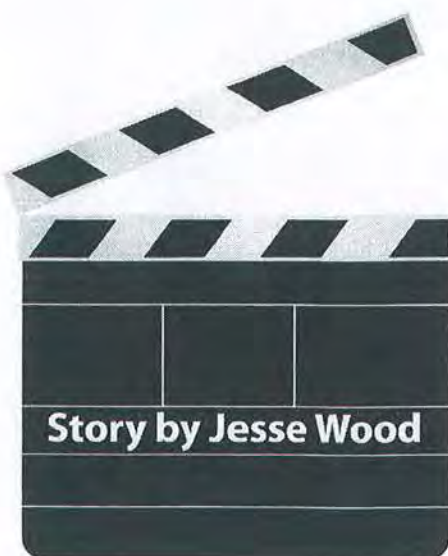


# Saving the Appalachian Theatre



Above are historic images of the theatre. The building caught on fire in the '50s because a flame from the popcorn machine spread throughout the building. By the '70s, the neon marquee was removed due to safety concerns. The far-right image depicts the foreclosed, gutted theatre in 2011.

Photos courtesy of the Appalachian Theatre of the High Country, Ken Ketchie and Jesse Wood



Since moving to Boone more than 40 years ago, Bettie Bond has worked on various projects, serving on many committees in the town. But none of those hold a candle to the effort to preserve the 75-year-old theatre in the heart of downtown Boone. In one sentence, Bettie Bond, an executive committee member of the Appalachian Theatre of the High Country, summed up the successful ingredients: “Never in my life have I been on a project that had all the elements: the passion, the creativity, the excitement, the leadership, the money – and all in the same room at the same time.”

The project’s completion is still a ways away, yet the nonprofit has secured the deed to the property by repaying the

\$624,500 loan from the Town of Boone. While the capital campaign is still in the silent phase, more than half of the funds to cover the multi-million dollar restoration and ensuing operation costs were raised in about 16 months. Initially, some criticized the town for participating in this costly venture and going out on a limb to purchase the vacant, padlocked building in foreclosure. Yet, the town recouped its funds earlier than expected, and the incorporated nonprofit overseeing the theatre remains debt free. So far, the opening date is uncertain, but one thing’s for sure: it will happen. “You can put money on that horse,” Bond assured.

Two decades before the Appalachian Theatre became a mainstay motion-picture



Appalachian Theatre, circa 1977

attraction on King Street, a prior generation of moviegoers sat on benches in the basement of the Watauga County Courthouse a few blocks away to watch silent films. This was the brainchild of W.R. Winkler, who in 1919 purchased \$300 worth of projector equipment for the shows. "On a good night" – as one historical account authored by Craig Fischer, Frank Mohler and Eric Plaag goes – Winkler could count on 40 to 50 people to attend the Saturday night screenings, and eventually, as the popularity grew, Wednesday night screenings, too. Just as sound was revolutionizing cinemas across the globe, Winkler began expanding his film enterprise in Boone. In 1923, Winkler partnered with Arthur E. Hamby, selling half his stake in the basement operation before it became the Dixie Theatre in 1924. The following year, Hamby and Winkler built the Pastime Theatre along West King Street in what is now the Professional Building. The Pastime sat 400-plus patrons and featured motion pictures, traveling western shows, and novelty acts and performances from musicians.

Then in 1937, Hamby and Winkler bought a house lot across from the Daniel Boone Hotel on the south side of King Street for \$10 and "other valuable considerations" from the Hahn family, according to the account by Fischer, Mohler and Plaag. This lot would become the Appalachian Theatre, and two months before it hosted its gala opening in 1938, Hamby and Winkler leased the theatre, along with the Pastime, to a father-and-son tandem from Statesville. The Appalachian Theatre featured a neon marquee that nearly protruded above King Street and is possibly the first and only Art Deco building in Watauga County. Its original front façade was brick, covered almost entirely with decorative, black-baked porcelain tiles arranged geometrically, leading to a prominent motif above the projecting marquee, which was trimmed with aluminum. Also, the mezzanine featured a "ladies powder room" and "men's smoking room," according to a pro-

gram of the theatre's premiere in the late 30s.

When the theatre opened on Nov. 14, 1938, it cost between 10 to 30 cents to enter the movies, and children's tickets were always 10 cents. Several film segments were shown that first day, including a Walt Disney Production called "Brave Little Tailor;" a brief documentary titled "Unusual Occupations" that portrayed how the Charlie McCarthy ventriloquist doll was made; and the feature screening, "Breaking the Ice," starring Bobby Breen and Irene Dare. Also on the premiere's bill was a newsreel, which was common at the movies back in the day.

The newsreel, which years later would provide broadcasts of World War II, and ticket prices weren't the only thing different at the movies back then. "To bring to Boone, at all times, good, clean, wholesome entertainment" is what the opening day program pledged. It also noted that the new "beautiful and luxurious" theatre represented "our faith in the future of Boone." The Appalachian, it claimed, was dedicated to making everyone's life cheerful. "Still within all of us are life and laughter, travel and adventure, beauty and science – all made possible by the silver screen," the program read. "Romance, excitement, mystery, mirth – the spice of life. They take us out of the rut of hum-drum existence."

## 'One of the Finest Things'

That's how C.J. Hayes described the theatre, and he of all people would know. He used to frequent the joint as a youngster, and subsequently worked there for 55 years – from floor mopper and popcorn popper to manager. In one way or another, C.J. Hayes experienced probably every phase of the old Appalachian Theatre, which is proving to be quite resilient because an engulfing fire and foreclosure have yet to vanquish the theatre.

*"Romance, excitement, mystery, mirth – the spice of life. They take us out of the rut of hum-drum existence."*

– Premiere 1938 program on movies in general

The entire personnel of your new Appalachian Theatre welcomes you, and sincerely hopes you will enjoy the program this evening and in the many evenings to come.

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W. M. BRAWLEY, Assistant Manager  
MRS. W. K. WINKLER, Cashier  
MRS. RUBY HERRILL, Cashier  
ELIJAH BENTLEY, Doorman  
ARTHUR HAMBY JR., Usher  
TOMMIE OSBORN, Projectionist

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The projecting marquee (top) was neon and the original, exquisite front façade featured decorative, black-baked porcelain tiles arranged geometrically, leading to a prominent motif above the marquee. (see opposite page)

On Jan. 21, 1950, a popcorn popper erupted into flames and quickly spread throughout the building, ruining the theatre's lavish interior. As Fischer, Mohler and Plaag's historical account reads, "That afternoon, the teen operator of the open-flame popper at the rear of the theatre went to the front of the theatre to drop off his first batch of boxed popcorn, then lingered to chat with the concessions stand girl. During his absence, the still active popper burst into flames. The result was a fire that quickly spread, then entered the ventilation system. As the theatre manager stood on stage and asked the audience to leave calmly, flames burst out through the air conditioning ducts, prompting something resembling a stampede. As the crowd reached the front doors of the theatre, a large concussion – what one witness called 'a hot wave' – swept through the theatre." No major injuries occurred during the blaze.

Luckily for Hayes, he wasn't manning the popcorn popper during that unfortunate incident. Actually, Hayes didn't begin working at the theatre until after the fire. Once the theatre was refurbished by the Atlanta-based Harris F. Ragsdale and opened for business, Hayes started his entry-position at the Appalachian. Back then, Hayes said people would watch movies for the same reason they do now, to escape and for enjoyment, but the experience? "It was altogether different," Hayes said. "You'd have mov-

ies on for a couple of days. You wouldn't have them on for four or five days like you do now. It was an experience. You'd see the news of the day ... and a cartoon to go with the movies. It's not like it is now."

"News of the day would come on first ... It helped people learn about the day, [learn about] what was going on during the war and everywhere," Hayes continued, "All the movies back then anybody could go see them. It was just good family stuff back then. It was interesting to say the least. You could go and take your kids. It was pretty neat. It was a big part of the community back then. You could go to see ball games, and other than that, you had your movies to go to with family."

## Stripping Away History

By the 1970s, the theatre's exterior appearance also dramatically differed from those early days at the tail end of the Great Depression. Due to safety concerns, the overhanging marquee and porcelain tiles on the façade were covered with plywood sheathing. And in the early '80s, a new owner dramatically altered the historic theatre operation by enclosing the balcony to simultaneously show two late-run films. From the '80s to date, ownership of the Appalachian changed hands five times. Winkler and his

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Keith Martin, Mayor Loretta Clawson, John Cooper, Karen Sabo, Jim Deal and Pilar Fotta hold a ceremonial check that represents the theatre nonprofit paying back the town for purchasing the theatre in a foreclosure auction.

wife Effie sold the theatre to Charlotte-based Essantee Theatres Inc. for \$10 and “other good, valuable and sufficient considerations” in 1981. After the balcony enclosure, Essantee renamed the theatre the Appalachian Twin, and five years later, the Carmike Cinemas acquired the downtown Boone theatre after buying out Essantee. But it wasn’t until decades later that the theatre met its saddest fate.

After nearly 70 years of operation, Carmike Cinemas decided to close shop on Nov. 29, 2007, and sold the property to Cecil DeBoone, LLC, a limited liability corporation controlled by Frank Mongelluzzi, a developer with ambitious plans to turn the theatre into a restaurant and bar featuring live music. Before Region’s Bank foreclosed on the property because the Mongelluzzi’s were in debt to the tune of tens of millions of dollars, the building was gutted. Nearly any remaining 1938 and 1950 decorative elements were stripped from the building, and the original tile entryway was destroyed with layers of concrete. In addition, the entire building was taken down to its bare brick. When the foreclosure process ended, the theatre remained vacant, boarded up and padlocked to those passing by – as it still is ... for now.

While a foreclosure is a negative process for those associated with a property, it might have been the best thing that could have happened in order to preserve the theatre’s original 1938 appearance that was dubbed a “magnificent” piece of architecture in a newspaper article in the

’30s. In November 2011, the Town of Boone posted the winning bid in a foreclosure auction and purchased the old theatre for \$624,500, which included \$75,000 of Downtown Boone Development Association funds (DBDA). The DBDA agreed to pay back the town within three years. Well, that happened in July – a year-and-a-half early. Throughout that process, the DBDA nurtured the creation of the incorporated nonprofit Appalachian Theatre of the High Country, which took possession of the deed and the keys to the property in the summer of 2013.

## Wonderful Space, Wonderful People

As soon as the foreclosure auction ended and the town took possession of the theatre, community members, business leaders, town officials, cultural connoisseurs and experts in the arts, architecture, business, construction and other necessary fields met and formed the Appalachian Theatre Renovation Task Force. A few months after that first meeting, a financial consultant was hired to oversee the capital campaign, which included interviewing prominent, prospective donors, raising money and applying for available grants that would enable the group to not only purchase and restore the historic theatre but also fund future operation costs. In the initial meetings with the financial consultants, a preliminary monetary goal of \$6.2 million was thrown out, which included \$4.2 million for refurbishing the

old theatre, \$1.2 million for a three-year operating budget to allow for learning and growth and the acquisition of the building.

Renovations include restoring the removed electrical and plumbing systems, finishing the interior wall surfaces and art deco style, and new theatre seating that meets ADA requirements. Also, the original theatre façade and neon marquee are to be restored. Those involved in the project are constantly searching for any items, photos or knowledge of the historical aspects of the theatre. Recently, two sisters – Pam Fisher and Julie Storie Cline – donated an original 1938 program from the opening night that belonged in their mother’s scrapbook. The group also located some of the interior light fixtures and pieces of the facade decorative glass that adorned the outside of the 1938 theatre.

The silent phase of the capital campaign has yet to end, but John Cooper, chair of the board of trustees for the theater non-profit, said the end is in sight. “We are getting close to our goal to go public,” Cooper said. So far, more than 50 percent of the unannounced goal has been raised, and Cooper added that it was likely at that time to have the architectural renderings completed, which he said would reconfirm the due diligence efforts as it pertains to refurbishing costs.

While it’s still too early to begin looking back at this project, Cooper did say that two things have stood out to him so far – the space and the people involved in this effort. Echoing Bettie Bond’s comments on the ingredients present for success, Cooper specifically mentioned the talent, expertise and energy of the group. “We are thrilled the way it’s going ... The theatre is an outstanding space, so you’ve got two things coming together perfectly. A wonderful space and wonderful people,” Cooper said, “all working at the right place at the right time.” ♦



Before the building went into foreclosure, the interior was stripped of nearly all of the remaining decorative elements from the '30s and '50s. Photos by Jesse Wood



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### A Brief History of the Appalachian Theatre

W. R. Winkler may have built the building we know today as the Appalachian Theatre in 1938, but the origins of that theater name in Boone date back to 1919. That year, Winkler bought \$300 worth of projection equipment and arranged with Watauga County to begin showing silent films in the courthouse basement. On a good night, Winkler could count on forty to fifty people to sit on the "theater's" benches, and in time the popularity of his Saturday night screenings allowed for the addition of a Wednesday night screening as well.



In 1923, Winkler sold half interest in his theater operation to Arthur E. Hamby, and by the following year the Appalachian had transformed into the Dixie Theater, with showings on Mondays, Thursdays, and Saturdays. The next year, 1925, Winkler and Hamby built the Pastime Theatre on West King Street, directly opposite the Coffey House in what is now the Professional Building. It had a seating capacity of just over 400, and the presence of a modest stage allowed for traveling western shows and some musical acts to perform.

By 1937, Hamby and Winkler were ready to expand their enterprise, so they paid a mere \$10.00 "and other valuable considerations" for a house lot on the south side of West King Street owned by E. N. and Blanche K. Hahn. Here, working from plans by Clarence P. Coffey of Lenoir (the same architect who designed Cove Creek School), Hamby and Winkler erected Boone's second version of the Appalachian Theatre, which they in turn

leased in September 1938 (along with the Pastime) to A. F. Sams and A. F. Sams, Jr., of Statesville. Hamby and Winkler provided most of the furnishings and equipment, most notably two brand new Kaplan projectors; a new Western Electric sound system; seating for approximately 1,000 patrons; stage scenery, drops, and curtains; a marquee, complete with neon letters; and chairs for the office. The lessees, meanwhile, installed the theater's "new, first class carpets, draperies, [and] mezzanine and restroom furniture."

The Appalachian's magnificent exterior was the first and possibly the only known Art Deco building in Watauga County.<sup>1</sup> It featured decorative, structural glass tiles (probably Vitrolite or Carrara) arranged in a geometric pattern leading to a prominent, parapeted ziggurat motif, as well as a projecting neon marquee. When the Appalachian opened on November 14, 1938, its premiere screening was *Breaking the Ice*, a film starring Bobby Breen and Irene Dare. The premiere bill also included a newsreel and a Disney featurette, *Brave Little Tailor*. Admission was tiered, at ten or twenty cents for the matinee and ten or twenty-five cents for the evening showing.



Like the old Pastime, the Appalachian also offered occasional stage performances, primarily by traveling novelty acts, Vaudeville shows, and musical groups, although the theater was used on occasion for beauty contests, local stage plays, minstrel shows, and other community events. By 1950, the

<sup>1</sup> While some folks describe the 1941 Cove Creek School as Art Deco, the National Register of Historic Places lists it as "collegiate gothic."



Sams family was operating the theater under the name Appalachian Amusement Company, a division of their Statesville Theatre Company. With the decline of the studio system in the 1950s, though, independent cinema fare became more widely available, and its affordability was attractive to the Appalachian Amusement Company. As a result, Boone saw its fair share of foreign, monster, and exploitation films at the Appalachian during the 1950s, 1960s, and 1970s, no doubt testing the boundaries of Boone's comparatively conservative and religious social standards.

At present, we know very little about the exact appearance of the original interior of the theater, in large part because of a popcorn fire on January 21, 1950. That afternoon, the teen operator of the open-flame popper at the rear of the theater went to the front of the theater to drop off his first batch of boxed popcorn, then lingered to chat with the concessions stand girl. During his absence, the still active popper burst into flames. The result was a fire that quickly spread, then entered the ventilation system. As the theater manager stood on stage and asked the audience to leave calmly, flames burst out through the air conditioning ducts, prompting something resembling a stampede. As the crowd reached the front doors of the theater, a large concussion—what one witness called “a hot wave”—swept through the theater. While no one was killed and what few injuries there were proved minor, the damage to the theater's interior was catastrophic.



Shortly after the fire, Winkler hired Harris F. Ragsdale of Atlanta to complete renovations, and an itinerant painter came through shortly thereafter to complete airbrushed paintings in the new faux archways on the walls. When Winkler sued Appalachian Amusement for the fire damages, he described the new interior as

“probably better than it was before.” While this lawsuit eventually made its way to the North Carolina Supreme Court, the net result was rather anticlimactic, and the relationship among Winkler, Hamby, and Appalachian Amusement continued for many years thereafter. By 1976, though, W. R. Winkler and his wife Effie—who by now owned the building outright—found a new lessee in Essantee Theatres, Inc., of Charlotte. This relationship continued until September 1981, when Essantee bought the theater from the Winklers for ten dollars and “other good, valuable, and sufficient considerations.”



Shortly after taking ownership of the theater, Essantee enclosed the balcony, converted the theater to two screens, renovated the lobby, and changed the theater's name to the Appalachian Twin. After the theater transformed into a late-run dollar cinema because it could not compete with the arrival of the multiplex, Carmike Cinemas obtained the building as part of its 1986 purchase of Essantee. Carmike operated the twin cinema until November 29, 2007, when it closed the business and sold the property to a developer, who promptly stripped the building of many of its remaining architectural finishes on both the exterior and interior. The Town of Boone purchased the building in 2011 as part of that developer's bankruptcy proceedings. The Appalachian Theatre of the High Country—a non-profit organization committed to recreating the theater's former glory and preserving its history—is working with the Downtown Boone Development Association to purchase the building and transform it into one of the High Country's premier arts and culture venues.

—Craig Fischer, Frank Mohler, and Eric Plaag

# The Mountain Times

## Behind the Curtains

By Phil Fuhrer (reporter@mountaintimes.com)

Article Published: Mar. 6, 2013

At the birth 75 years ago, the swanky new Appalachian Theater had its house in order

Admission was a quarter for adults, a dime for kids, and the first movie was "Breaking the Ice," starring Bobby Breen.

Now, as the rebirth is breaking on the horizon, plans are in full swing for a renovated and restored Appalachian Theatre to transpose the last two letters of its name and become a glorious home to performing arts group of all kinds.



*Movlegoers line up outside the Appalachian Theater in downtown Boone to watch the 1947 comedy, 'Jiggs and Maggie in Society,' starring Joe Yule and Renle Riano.  
Photo courtesy of the Town of Boone*

"There must be at least three dozen cultural organizations and arts groups from around the region who will make use of a reborn Appalachian Theatre," said Keith Martin, vice chairman of the newly minted board of trustees for the Appalachian Theatre of the High Country.

"Our mission in the coming months and years is to insure the new theater meets the needs of these different local performing arts agencies, as well as providing a stage for regional and national touring groups."

The 18-member board has John Cooper, of Mast General Store, as chairman, and as vice chairman, Frank Mohler, theatrical designer and professor emeritus from Appalachian State, who is responsible for design and construction, and Martin, distinguished professor for the ASU Department of Theatre and Dance, who will guide the operations and programming.

The place is even going high hat grammatically. With an "er," a theater is just a pedestrian place showing cinema and films. But with an 're,' a theatre is home to live performing arts, cultural activities and educational classes, as well.

When it comes to giving the theater new life as a theatre, there are two heroes needing a bow, Martin said.

"Those two heroes, of course, are the Boone Town Council, which provided the funding to acquire the venue and the DBDA (Downtown Boone Development Association), which served as the fiscal agent until the newly formed agency obtained its non-profit status and its plan for capital funding," he said.

The town of Boone purchased the foreclosed King Street cinema, formerly the Appalachian Twin Theater, for \$624,000.

And now that the newly formed agency, the Appalachian Theatre of the High Country, has its name, its board, its community outreach in high gear and is awaiting the official OK on its tax-exempt status, the planning and fundraising can begin.

Pilar Fotta, formerly DBDA coordinator and now the town's cultural resources director, has said the fundraising effort will include reimbursing the Town of Boone for the building. Further, revenues raised will cover renovating and staffing the theater and a fund for tiered-down facility operation "to create a financially stable and much-needed community arts space."

While the planning and fundraising is going on, Cooper, Martin and Mohler will concentrate on what things will look like at the inaugural curtain-raising. When will that be? Any date, and even a realistic fund-raising goal, would be just speculation at this point, Martin said.

From an operations and performance perspective, Martin said the renovations, based on a survey of potential user groups, could include:

- an orchestra pit;
- an expanded stage area;
- a sprung-wooden floor suitable for dance performances;
- enhanced lighting and sound systems;
- additional dressing rooms;
- an upgraded lobby and restroom facilities.

A perfect example of why the agency is shy about announcing a fundraising financial figure, Martin said, is the orchestra pit.



"We aren't even at the architectural stage yet, so who can imagine the difference in the cost for an orchestra pit for six musicians versus one for 36 musicians, for example," he said.

Besides the performing arts and cultural groups who will benefit – among dozens of potential user groups are the Blue Ridge Community Theatre, Mountain Home Music, In/Visible Theatre, High Country Playwrights Forum and various local dance schools – the new agency's mission statement also focuses on education, promising to offer the facility on a rental basis to user groups for education and outreach purposes, a crucial way to get students and community members engaged in the Appalachian Theatre.

*“Arts are fundamental to our humanity. They ennoble and inspire us – fostering creativity, goodness, and beauty. The arts help us express our values, build bridges between cultures, and bring us together regardless of ethnicity, religion, or age.”*

**-Americans for the Arts**

### ***The Importance of Arts Education and Outreach***

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Beyond the critical *social* and *economic* roles the arts play in our communities is the *learning* and *human development* that takes place through the arts.

A 2002 report by Americans for the Arts cited numerous ways in which the arts promote cognitive, motor, language, and social-emotional development. According to that report, “The arts nurture important values, including team-building skills, respect for alternative viewpoints, and an appreciation of different cultures and traditions. When teachers encourage children’s spirit of creative play through singing, dancing, drawing, and role-playing, they are laying the foundation for — and even helping wire children’s brains for — successful learning. **The arts play a crucial role in improving students’ abilities to learn because they draw on a range of intelligences and learning styles, not just the linguistic and logical-mathematical intelligences upon which most schools are based.**”

Studies show that students with an education rich in the arts have higher GPAs and standardized test scores, lower dropout rates, and even better attitudes about community service – benefits reaped by students regardless of socio-economic status. Students with four years of arts or music education in high school average 100 points better on their SAT scores than students with one half year or less.

For adult learners, the presence of art forms such as music, dance, theatre, visual arts and literature in their daily lives plays an important role in enhancing quality of life. Whether it’s the joy that comes from listening to music, the inspiration derived from reading great works of fiction or the powerful experience of attending live theatre or a museum filled with great art— the impact is real and profound. For most adults, the arts elevate their spirits and “transport them,” emotionally and intellectually, while broadening their worldview and shaping their perspective. **All of these elements reinforce and contribute to the life-long learning process that most adults define as central to their sense of fulfillment and happiness.**

### ***Arts in the High Country: Rich in Heritage and Tradition***

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High Country residents and visitors currently enjoy an abundance of arts education and outreach programming. School performances and residency programs, music and dance classes, visual arts workshops, summer camps, theatre/drama programs for adults and children, choral groups and poetry clubs offer a rich diversity of year-round programming for audiences of all ages.

### ***The Need for Communication and Coordination for Arts Education***

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Despite the availability of these resources, the effective delivery of arts education programming in our community is compromised by the fact that there is currently little coordination among the various organizations conducting arts education and outreach activities. **Service providers report that programming is often duplicated, and that scheduled activities often conflict, because there is no avenue for communication and facilitation of services.** As a result, potential recipients and target audiences for arts education programming are not able to take full advantage of the available programming. If arts education activities were coordinated, those same audiences might participate in multiple activities, and experience a broader array of unique services and resources.

**Providers of arts education and outreach programs further report that the Appalachian Theatre could fulfill this important function in facilitating existing programming, serving as a “clearinghouse for arts education and outreach programs” for our community.** In doing so, the Appalachian Theatre would support and strengthen the activities already taking place in our region, rather than duplicating efforts.

Growing out of increased communication and facilitation is a longer-term benefit to our community: innovative arts education programming that is likely to result from organizations working together, rather than in isolation from one another.

One example identified by arts education providers is the idea of an annual Children’s Theatre Festival in which multiple community-based theatre companies work together to establish a weekend-long, annual theatre festival geared to young audiences. Each of the participating theatre companies would do what they do best -- presenting their own unique brand of children’s theatre -- and audiences would have the opportunity to enjoy the work of multiple companies presented in *one space* (the Appalachian Theatre) and as part of *one festival*. Each company would create and present its own performances, with the Appalachian Theatre providing administrative facilitation and “presenting” the festival.

This is just one example of what might be possible when organizations begin to work together and build on each other's strengths... demonstrating the age-old adage that "the whole is greater than the sum of its parts."

### ***Efficient and Effective Delivery of Arts Programming***

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By serving as a catalyst for creative partnerships, the Appalachian Theatre will support the **efficient and effective delivery of arts programming**, while fostering **innovative collaborations that build new audiences for the arts**, thus **showcasing the finest artistic talent and cultural traditions of our region**.

### ***A Community "Hub" for Arts Education and Outreach Programming***

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Another critical need among existing arts education organizations and programs across our region is physical space. Many of the organizations presenting arts education activities do not have access to the space they need, and are not in a position to rent facilities. Whether it's space for a weeklong summer camp, a visual arts workshop, a dance class, or the high school's "Open Mike Night" for poetry enthusiasts -- The Appalachian Theatre is uniquely qualified to fill these needs.

The Appalachian Theatre would establish itself as an important community "hub" for arts education and outreach programming designed to serve our entire region. A goal of the Appalachian Theatre is to help subsidize, through free or discounted facility rental rates, the cost for organizations providing arts education activities.

### ***The Arts: An Engine for Economic Development in Watauga County***

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When used in conjunction with other economic development engines, the arts can greatly contribute to the revitalization and economic development of downtown areas. National studies have indicated that a high concentration of arts in a town leads to higher civic engagement, more social cohesion, higher child welfare, and lower poverty rates. A vibrant arts community beautifies and animates towns, provides employment, attracts residents and tourists, complements adjacent businesses, enhances property values, expands the tax base, helps attract and retain well-educated employees, and contributes to a creative and innovative environment.

### ***The Arts Benefit Our Local Merchants***

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Event-related spending by arts and culture audiences in Watauga County totaled \$6.5 million in 2010 (excluding the cost of admission). The typical arts attendee spent \$29.88 per person, per event – not including the cost of admission – on items such as lodging, meals, parking, and souvenirs. Attendees who live outside Watauga County make up 57% of our arts patrons, and they spent nearly *three times* as much as our local residents (\$41.74 vs. \$13.70), which is a valuable revenue stream for local businesses and the community.

## APPALACHIAN THEATRE, Watauga County, Historic and Current Images

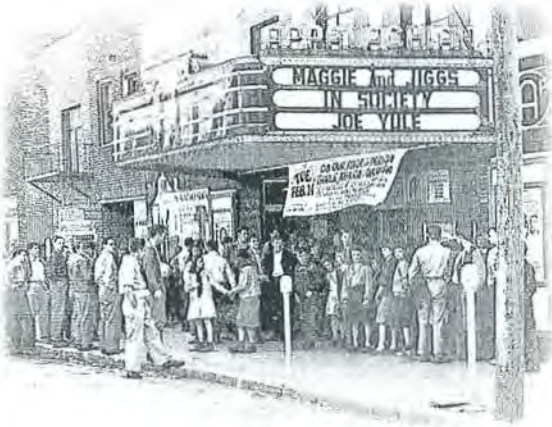


Image 1: Appalachian Theatre, ~1948, courtesy of Appalachian Theatre Task Force and Town of Boone



Image 4: Appalachian Theatre Auditorium, post-1950, courtesy of Appalachian Theatre Task Force and Town of Boone



Image 2: Appalachian Theatre Fire, 1950, courtesy of *Watauga Democrat*

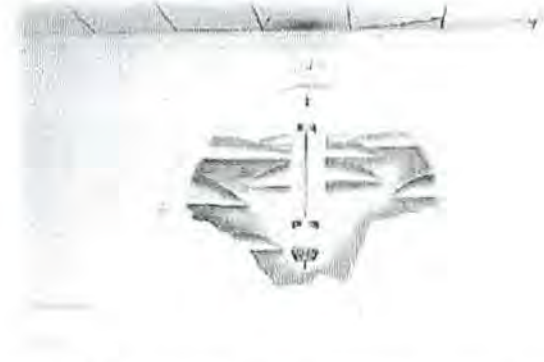


Image 5: Example of 1950s "Ragsdale" mural with scence, Appalachian Theatre Auditorium, circa 1978, from early 1980s NCSHPO Site Survey



Image 3: Appalachian Theatre Concessions/Lobby area, post-1950, courtesy of Appalachian Theatre Task Force and Town of Boone



Image 6: Appalachian Theatre, circa 1978, from early 1980s NCSHPO Site Survey



Image 7: Appalachian Theatre, circa 2002, from 2002 NCSHPO Site Survey



Image 10: Appalachian Theatre, Future Community and Special Events Space over Lobby; capacity 250-300



Image 8: Appalachian Theatre, SE oblique, June 25, 2011, photo by Eric Plaag



Image 11: Appalachian Theatre, panoramic image looking toward balcony from stage, Dec. 2011, courtesy of Appalachian Theatre Task Force and Town of Boone



Image 9: Temporary Façade prior to planned renovations October, 2012.



Image 12: Appalachian Theatre, looking toward stage from balcony area, Dec. 2011, courtesy of Appalachian Theatre Task Force and Town of Boone





APPALACHIAN THEATRE OF THE HIGH COUNTRY, INC.  
P. O. Box 11 DTS  
Boone, NC 28607  
828.262.4532  
[www.savetheapptheatre.com](http://www.savetheapptheatre.com)

**AGENDA ITEM 6:**

**PROPOSED AUDIT CONTRACT FOR FY 2014**

**MANAGER'S COMMENTS:**

Ms. Kathy Brown, Bryce Holder, CPA, PA, will present the contract for conducting the FY 2013-2014 financial audit. The contract is for \$40,000 for audit services. The price is \$5,400 less than last year due to the County assuming the preparation of the financial statements.

Adequate funds have been budgeted in the Fiscal Year 2014-2015 proposed budget. Board approval is requested to accept Bryce Holder CPA's contract for the Fiscal Year 2013-2014 financial audit in the amount of \$40,000.



## WATAUGA COUNTY FINANCE OFFICE

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814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Margaret Pierce, Finance Director**  
**SUBJECT: Bryce Holder, CPA, PA Contract for FY 13-14**  
**DATE: April 29, 2014**

Attached is a copy of the fiscal year 2013-14 audit contract with Bryce Holder, CPA, PA. This contract reflects a reduction of \$5,400 from last year's fee as the Finance Department has transitioned to preparing the financial statements and Holder's firm determined less hours are required due to this change. The funding for this contract is requested in the Finance Department budget in FY 14-15.

Board approval is requested for a contract amount not to exceed \$40,000 with Bryce Holder, CPA, PA to complete the County's Fiscal Year 13-14 audit.

CONTRACT TO AUDIT ACCOUNTS

Of Watauga County Governmental Unit and Discretely Presented Component Unit (DPCU) if applicable

On this 7th day of May, 2014,

Auditor: Bryce Holder, CPA, PA Auditor Mailing Address: PO Box 1908, Boone, NC 28607

Hereinafter referred to as The Auditor and Board of County Commissioners (Governing Board (s)) of Watauga County

: hereinafter referred to as the Governmental Unit (s), agree as follows: Governmental Unit (s)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2013, and ending June 30, 2014. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

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

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2014. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.

**Contract to Audit Accounts (cont.)**

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: [lgc.invoice@nctreasurer.com](mailto:lgc.invoice@nctreasurer.com). Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

**Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]** \_\_\_\_\_

**Audit** at our standard governmental billing rates not to exceed \$40,000.00 \_\_\_\_\_

**Preparation of the annual financial statements** \_\_\_\_\_

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$ 30,000.00** **\*\* NA if no interim billing**

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included) by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of April, 2014. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. Municipal & County Contracts: The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Bryce Holder, CPA,PA

Name of Audit Firm

By Kathleen R. Mitchell

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

kathy@bryceholdercpa.com

Email Address of Audit Firm:

Date

Governmental Unit Signatures:

By Nathan A. Miller, Chair

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date May 7, 2014

By N/A

DPCU Chairperson: Type or print name and title

Signature of Chairperson of DPCU if applicable

Date

Unit Signatures (continued):

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date

\*\* If Governmental Unit has no audit committee, this section should be marked "N/A."

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Margaret Pierce

Governmental Unit Finance Officer: Type or print name

Finance Officer Signature

margaret.pierce@watgov.org

Email Address of Finance Officer

Date May 7, 2014

(Pre-audit Certificate must be dated.)

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

Board Approval Date - Primary Government

Board Approval Date - DPCU

### Steps to Completing the Audit Contract

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – if the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Complete the fee section as in the past but please note:
  - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slgl/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees. Please call or email Steven Holmberg of our office at 919-807-2394 [steven.holmberg@nctreasurer.com](mailto:steven.holmberg@nctreasurer.com) if you have any questions about the fees on this list.
  - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?
  - For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? See previous bullet point regarding variable fees.
  - **If there is to be no interim billing, please indicate N/A instead of leaving the line blank.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
  - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *“In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control.”*
  - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**



**Contract to Audit Accounts (cont.)**

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

7. Item No. 22 – E-verify requirements now apply to **all municipal and county contracts**, including the audit contract. There is no e-verify requirement for the audit contract for other types of entities. The best approach to meeting e-verify requirements may be for the municipal or county local government to have its vendors with 25 or more employees in the State of North Carolina sign a document attesting that they have complied with the e-verify requirements for their staff and their sub-contractors. This language is included in Item 22 of the audit contract. Any municipal or county contracts executed Sept 4, 2013 or later whose audit firm has 25 or more employees in the State of North Carolina will need the addendum/language and will be returned to the unit if it is not included. If the e-verify requirements do not apply to your contract, either because you are a city or county but your audit firm has less than 25 employees, or you are an entity to which e-verify does not apply, please mark Item #22 “N/A” or exclude Item #22 by specifically excluding it in Item #23.
8. Signature Area – Make sure all signatures have been obtained. **The contract must be approved by your Governing Board pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board **and the DPCU's governing Board (if applicable)** approved the audit contract in the space provided.
  - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
  - b. Has the pre-audit certificate been signed and dated by the appropriate party?
  - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board **and the DPCU's Chairperson (if applicable)** been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated in Item 9 of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract and is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF copy. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

***BRYCE HOLDER, CPA, P.A.******CERTIFIED PUBLIC ACCOUNTANT******820 STATE FARM ROAD, SUITE F******BOONE, NORTH CAROLINA 28607******TELEPHONE (828) 264-3595******TOLL FREE (800) 456-3595***BRYCE HOLDER, CPA  
KATHLEEN R. MITCHELLMAILING ADDRESS:  
POST OFFICE BOX 1908  
BOONE, NORTH CAROLINA 28607  
FAX (828) 264-3586

April 29, 2014

County Commissioners  
Watauga County  
Boone, NC 28607

We are pleased to confirm our understanding of the services we are to provide for Watauga County for the year ended June 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discreetly presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Watauga County as of and for the year ended June 30, 2014. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Watauga County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Watauga County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management discussion and analysis.
2. Budgetary comparison schedules.
3. GASB-required supplementary pension information.

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

1. Schedule of expenditures of federal and State awards.
2. Individual fund statements.
3. Supporting schedules and statistical data.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the management and the County Commissioners of Watauga County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to or have not formed an opinion, we may decline to express an opinion or to issue reports, or may withdraw from this engagement.

## **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal and State awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal and State awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal and State awards, and related notes. These nonaudit services do not constitute an audit under

*Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You will agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards, related notes and any other nonauditing services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal and State awards, related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services and accepting responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known of suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities including informing us of your knowledge if any allegations of fraud or suspected fraud affecting the government received in communication from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on the reported audit findings and a corrective action plan. The summary of prior audit findings should be available for our review on August 31, 2014.

You are responsible or preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report in the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of federal and State awards

no later than the date the schedule of expenditures of federal and State awards is issued with our report thereon. Your responsibilities including acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedule of expenditures of federal and State awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures and federal and State awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those in used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that included our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriations of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations come to our attention, unless clearly inconsequential, and any material abuse that comes

to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; schedule of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by general auditing standards.

### **Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope that would be necessary to render an opinion on the internal control, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal and State award programs. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures - Compliance**

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

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Watauga County's major programs. The purpose of those procedures will be to express an opinion on Watauga County's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

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

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

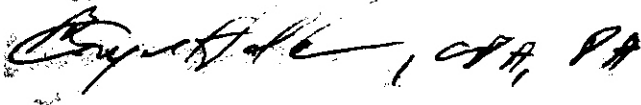
The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting the audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in May 2014, and to issue our reports no later than October 31, 2014. Kathy Mitchell is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the actual time spent at an hourly rate of \$56.00 plus other out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephones, etc.) except that we agree that our gross fee, including expenses, will not exceed \$40,000. We also agree that if the financial statements have not been submitted to the Local Government Commission by October 31, 2014, through no fault of Watauga County or discretely presented component unit, Watauga County may charge a penalty of \$100 per day until the financial statements are submitted. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, and that management has met its deadlines as agreed to by both parties. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

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

Sincerely,



Bryce Holder, C.P.A., P.A.

Response:

This letter correctly sets forth the understanding of Watauga County.

By: \_\_\_\_\_  
Nathan Miller  
Title: Chairman, Watauga County Board of Commissioners  
Date: \_\_\_\_\_





**Koonce, Wooten & Haywood, LLP**  
 CERTIFIED PUBLIC ACCOUNTANTS

## SYSTEM REVIEW REPORT

To the Owner of Bryce Holder, CPA, PA  
 Peer Review Committee of the North Carolina Association  
 of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Bryce Holder, CPA, PA (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Bryce Holder, CPA, PA in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bryce Holder, CPA, PA has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

November 15, 2013

**Raleigh**

4060 Barrett Drive  
 Post Office Box 17806  
 Raleigh, North Carolina 27619

919 782 9265  
 919 783 8937 FAX

**Durham**

3511 Shannon Road  
 Suite 100  
 Durham, North Carolina 27707

919 354 2584  
 919 489 8183 FAX

**Pittsboro**

10 Sanford Road  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312

919 542 6000  
 919 542 5764 FAX

AICPA Peer Review Program  
NCACPA Peer Review Program  
NCACPA Peer Review Program for Non-Members  
Administered by the North Carolina Association of CPAs



February 3, 2014

Laster Bryce Holder, CPA  
Bryce Holder CPA PA  
Po Box 1908  
Boone, NC 28607

Dear Mr. Holder:

It is my pleasure to notify you that on January 23, 2014, the North Carolina Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next peer review is November 30, 2016. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,  
Mary C. Kelly  
Peer Review Coordinator  
mckelly@ncacpa.org

cc: David Edwin Boyce

Firm Number: 10091950  
Review Number: 349517

Letter ID: 860397



North Carolina Association of CPAs

PO Box 80188, Raleigh, NC 27623-0188 • 3100 Gateway Centre Boulevard, Morrisville, NC 27560-9241  
Phone (919) 469-1040 • (800) 722-2836 • Fax (919) 378-2000 • www.ncacpa.org

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**AGENDA ITEM 7:**

**MAINTENANCE MATTERS**

*A. Bid Award Request for Asphalt Sealing and Striping Project*

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present bids for asphalt sealing and striping. Two bids were received with Hickory Sealing and Striping being the lowest responsive bidder in the amount of \$19,961.50. Hickory Sealing and Striping satisfactorily completed previous County projects. Included in your packets are the areas to be sealed and striped. Adequate funds are available in the Fiscal Year 2013-2014 budget.

Staff would recommend the Board award the bid to Hickory Sealing and Striping in the amount of \$19,961.50 for asphalt sealing and striping.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

---

969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

SUBJECT: Recommendation for Bid Award of Asphalt Sealing and Striping Project

DATE: April 21, 2014

### BACKGROUND

Watauga County Maintenance received two bids for asphalt sealing and striping on March 28, 2014. A second round of bidding concluded April 17<sup>th</sup> and yielded no additional bids.

### BID SUMMARY

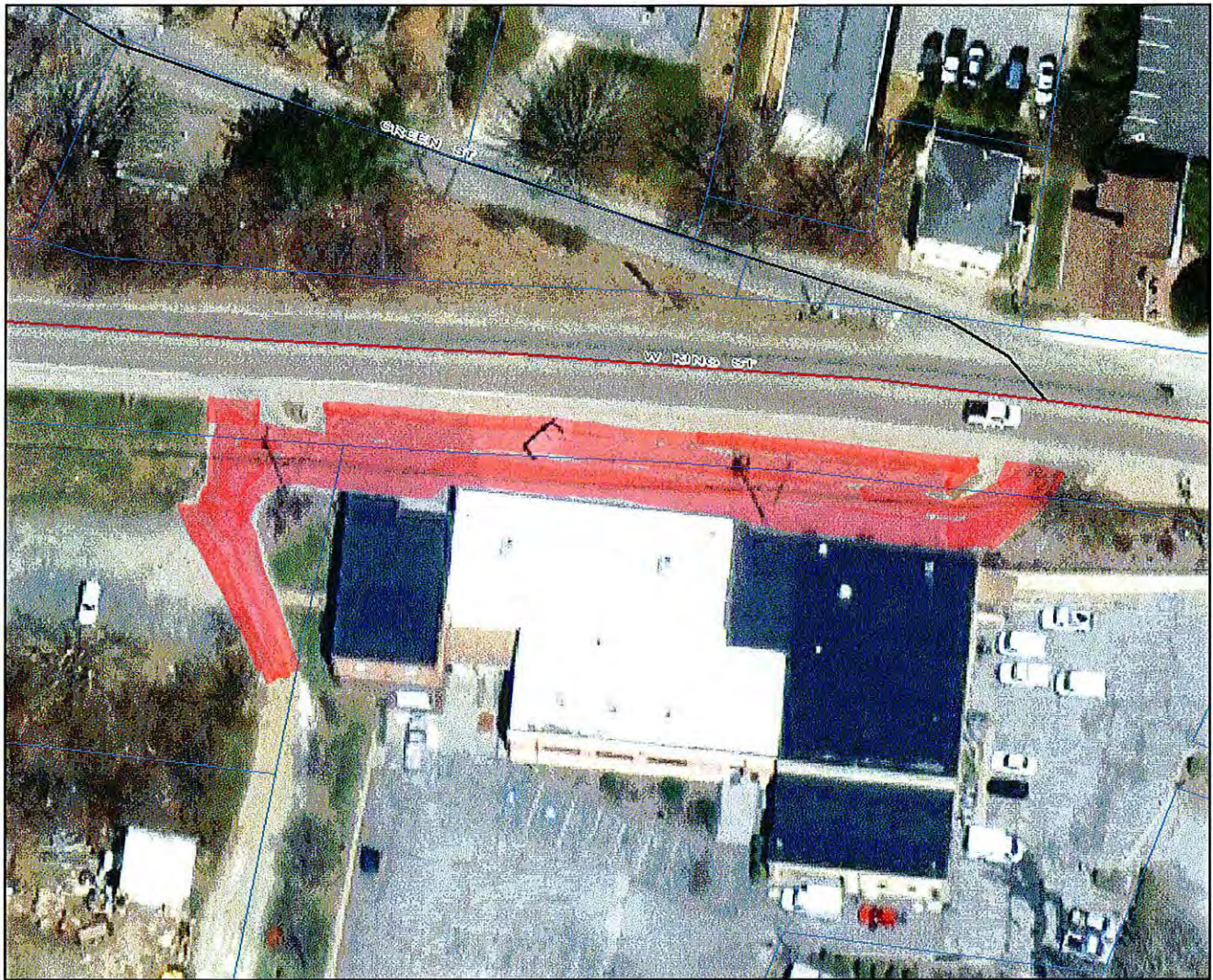
BIDDER	TOTAL PRICE FOR LIQUID ROAD	TOTAL PRICE FOR GUARD TOP
Carolina Pavement Care Roxboro, NC	\$57,426.00	
Hickory Sealing & Striping Connelly Springs, NC		\$19,961.50

### FISCAL IMPACT

This work was identified in the Asphalt Maintenance Plan and there is money in the FY 13-14 Maintenance Department Budget to pay for this \$19,961.50 expense.

### RECOMMENDATION

Staff recommends that the County award this project to Hickory Sealing and Striping. This company has successfully completed several previous projects for Watauga County with very good results.



Watauga County Ag. Bldg

971 West King St.

Boone, NC 28607

1,100 sqd Parking Area (Upper Lot & Drive)

17 Parking Spaces, 2 H/c spaces, 4 arrows



Watauga County Law Enforcement Center  
184 Hodges Gap Rd.  
Boone, NC 28607

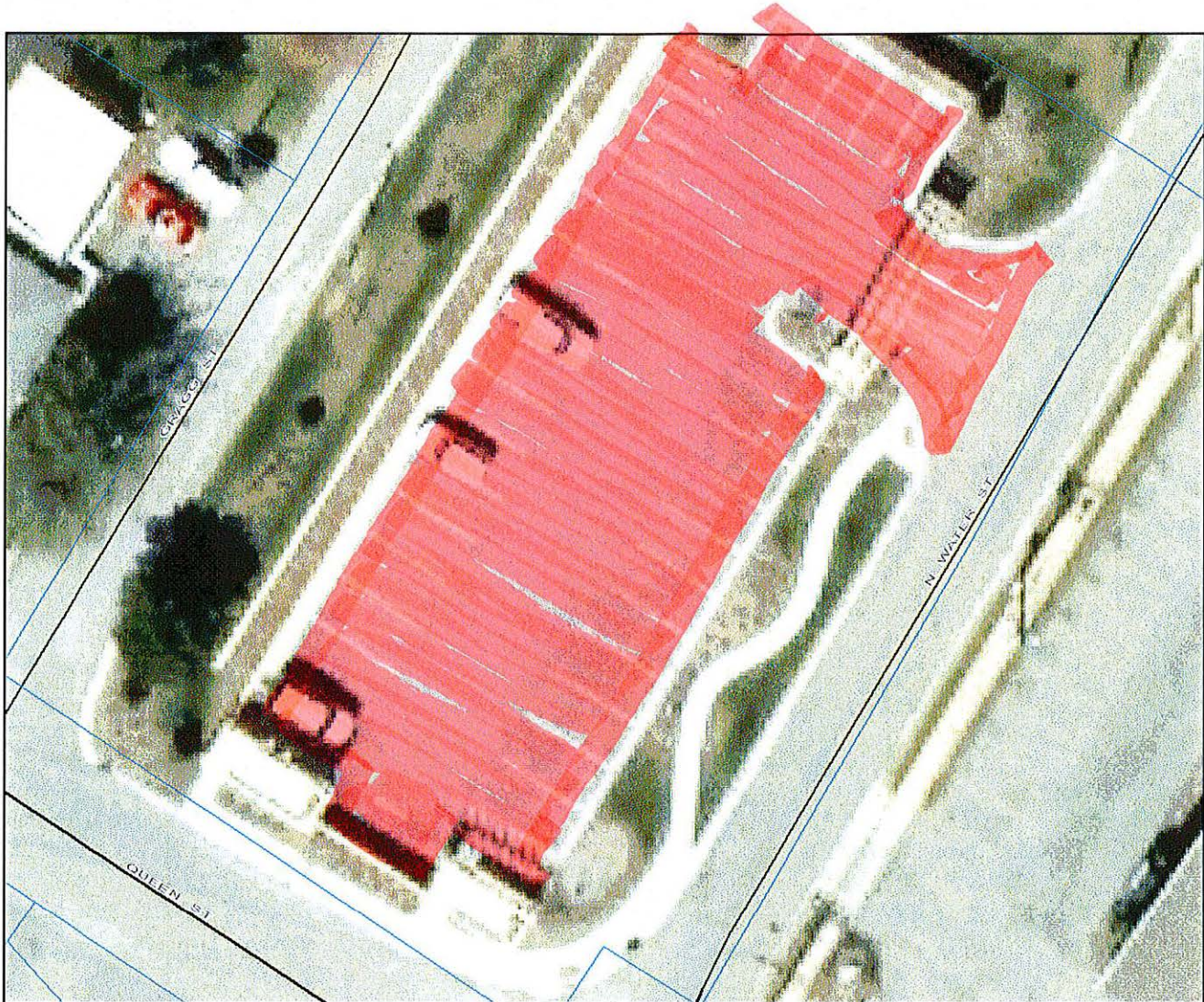
2,700 syds Parking Area (Upper Lot + Upper Drive)  
41 Parking Spaces



Watauga County Library  
140 Queen St.  
Boone NC 28607

3,941 syds parking area  
101 parking spaces and 5 H.C. spaces  
60 spaces are numbered or have text





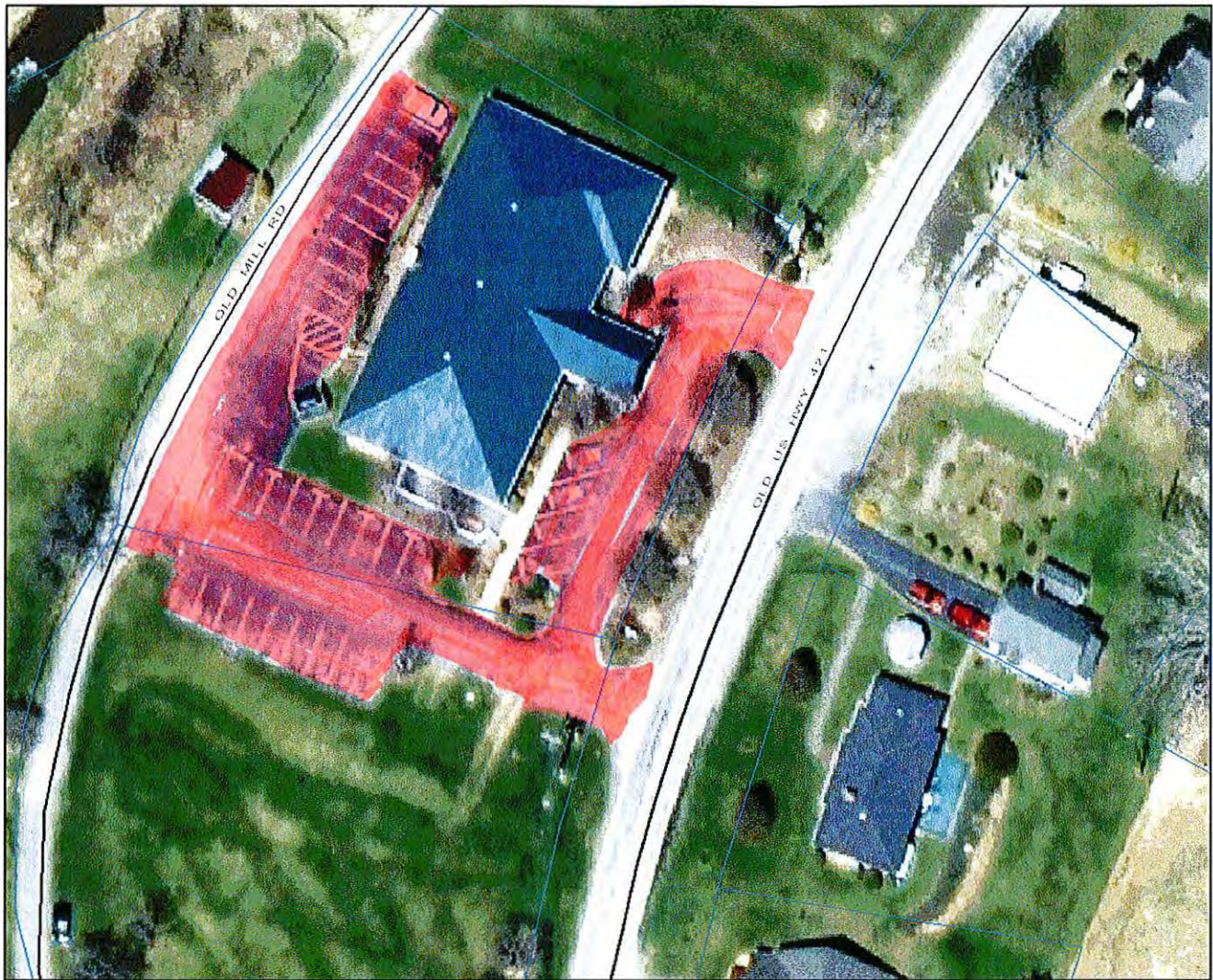
Watauga County - Water St. Parking Lot  
Located at the corner of Queen St. and Water St.  
Boone, NC 28607

- 1,100 syds of Parking Area
- 31 Regular Spaces
- 1 H/C Space



Watauga County - Ginn Parking Lot  
Located near the corner of Queen and Water Street  
Boone, NC 28607

1,400 sqds of Parking Area  
47 Regular Spaces - Numbered  
5 arrows



Watauga County - Western Watauga Community Center  
1081 Old US Hwy 421  
Sugar Grove, NC 28679

- 1,900 syds of Parking Area
- 31 Regular Spaces
- 3 H/C Spaces
- 1 Do not Park Zone

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
COUNTY OF WATAUGA  
2014 PARKING LOT SEALCOAT &  
PAVEMENT MARKING PROJECTS**

Contents

Section

A	Notice to Contractors (Advertisement)
B	Instructions to Bidders and General Conditions
C	Specifications and Project Description
D	Proposal Form
E	Contract Form

COUNTY OF WATAUGA  
ADVERTISEMENT FOR BIDS  
PARKING LOT SEALCOAT AND PAVEMENT MARKING PROJECTS  
SECTION A

Watauga County Building Maintenance Department is seeking bids from persons or firms interested in submitting bids for sealing and marking parking lots at the following Watauga County properties: Agricultural Services Center, 971 West King Street, Boone, NC; Law Enforcement Center, 184 Hodges Gap Road, Boone, NC; Library, 140 Queen Street, Boone, NC; Water Street Parking Lot, corner of Queen and Water Streets, Boone, NC; Ginn Parking Lot, corner of Queen and Water Streets; and the Western Watauga Community Center, 1081 Old US Hwy. 421, Sugar Grove, NC. The scope of this work includes the seal coating of approximately 12,141 SY of asphalt surface and restriping of 279 parking spaces. Bids may be delivered to Watauga County Building Maintenance Department, 969 West King Street, Boone, NC 28607. Bids will be accepted until 2:00 pm Thursday, April 17, 2014. Contact Robert Marsh, Maintenance Director, (828)264-1430 for more information concerning this project.

Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid. The certified check or Bid Bond is a guarantee that the bidder will honor his bid and he agrees to forfeit the same should a contract be offered, based upon his bid and the contract documents, and which the bidder fails to execute within ten (10) days of the offer.

No bid may be withdrawn for thirty (30) days from the date bids are opened.

Each bidder agrees by the submission of his bid to commence work within ten (10) days of the issuance by the County of a "Written Notice to Proceed" and to fully complete the work within twenty (20) calendar days from the date of the Notice to Proceed.

Contract documents and other bidding information may be obtained from the Maintenance Director at Watauga County Maintenance Department, 969 West King Street, Boone, NC 28607.

COUNTY OF WATAUGA

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
PARKING LOT SEALCOAT AND PAVEMENT MARKING PROJECTS

SECTION B

1. Defined Terms:
  - 1.1. The term "County" means the Owner, the County of Watauga.
  - 1.2. The term "Bidder" means one who submits a Bid directly to the County, as distinct from a sub bidder who submits a bid to a Bidder.
  - 1.3. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the County shall make an award of the Contract.
  - 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
  - 1.5. The term "Engineer" means the Maintenance Director or the Director's designee assigned to this project as the Contract Administrator.
  
2. Bidding Documents:
  - 2.1. Complete sets of the Bidding Documents may be obtained from the Maintenance Director's office at Watauga County Maintenance.
  - 2.2. Complete sets of Bidding Documents must be used in the preparations of bids. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
  - 2.3. The County, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.
  
3. Qualifications of Bidders:
  - 3.1. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a

bid, the Bidder certifies that he has the proper license to do the work within and/or for the County of Watauga, including contractors and business license.

4. Examination of the Contract Documents and Project Sites:

4.1. It is the responsibility of the Bidder to:

1. Thoroughly examine the Contract Documents,
2. Visit the sites and become familiar with the existing conditions and the scope of the project work; verify quantities and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
4. Study and carefully correlate the Bidders observations with the Contract Documents, and
5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

4.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the County.

5. Bid Form:

- 5.1. The Bid Form is included in the Bidding Documents.
- 5.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
- 5.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.

- 5.4. Bids by a partnership must be signed by all partners.
- 5.5. Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.
6. Submission of Bids:
  - 6.1. Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.
  - 6.2. All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number (if applicable), classification and expiration date.
7. Modifications and Withdrawal of Bid:
  - 7.1. Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.
8. Bid Opening:
  - 8.1. All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.
9. Bids Acceptance and Bonds:
  - 9.1 All bids will remain subject to acceptance for 7 days after bid opening.
  - 9.2 Bonds. Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid. The certified check or Bid Bond is a guarantee that the bidder will honor his bid and he agrees to forfeit the same should a contract be offered, based upon his bid and the contract documents, and which the bidder fails to execute within ten (10) days of the offer.
10. Award of the Contract:
  - 10.1. The County reserves the right to reject any and all bids, to waive any and all



informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the County reserves the right to reject in whole or in part the bid of any Bidder if the County when, in the County's sole opinion, believes that it would not be in the best interest of the project or the County to make an award either in whole or in part to that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous County work, or fails to meet any other pertinent standard or criteria established by the County.

- 10.2. In evaluating bids, the County will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
- 10.3. The County recognizes that award of the Contract is dependant on the availability of funding and, therefore, the County makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the County indicates to the County that the award will be in the best interest of the County.

11. Signing of the Agreement:

- 11.1. When the County submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the County, accompanied by a certificate of insurance. The County, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

12. Notice of Award:

- 12.1. The County may give the Successful Bidder a Notice of Award at any time within the (10) days from the date of opening of bids. The Successful Bidder shall begin the Work no less than ten (10) days from the receipt of the Notice of Award.

13. Indemnity

- 16.1 The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal

proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

17. Insurance

- 17.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

COUNTY OF WATAUGA  
SPECIFICATIONS AND PROJECT DESCRIPTION  
PARKING LOT SEALCOAT & PAVEMENT MARKING

SECTION C

1. Scope of the Work:

The work described in these specifications consists of furnishing all labor, materials, tools, equipment and services and performing all work required to (1) apply a sealcoat to public parking lots and (2) to apply markings for parking spaces on the public parking lots.

2. Specifications:

- 2.1 Preparation. Paved surfaces on which the emulsified asphalt sealcoat is to be placed shall be swept and/or blown clean and dry, and be free of loose foreign materials before placing the seal coat. Grease, oil and gas spots and stains shall be pre-treated.
- 2.2 Sealmaster, Liquid Road or Blacklidge Emulsions, Inc., Guardtop are the only seal coatings approved for the work in this contract. Bidders may bid one or both, Liquid Road or Guardtop on the Bid Form in Section D. Sealcoat product shall be approved by the Town of Boone.
- 2.3 Placing the sealcoat. Mixing and spreading equipment shall conform to manufacturer's requirements. All work shall be performed only when the surface and ambient air temperatures are at least 50 degrees F and rising and no rain is anticipated. Ideally, the surface temperature should not drop below 50 degrees in a 24-hour period following application. The mix shall be spread in a manner to fill cracks and achieve a uniform skid-resistant surface. Sealcoat shall be applied in two coats.
- 2.4 Equipment. A mixing machine equipped with a fines feeder, mixer, water pressure system and fog type sprayer and the ability to control the application rate is recommended. The sealcoat application shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand (or other mineral aggregate) added. Equipment shall have continuous agitation or mixing capabilities to maintain a homogeneous consistency throughout the application process.

2.5. Pavement Markings. Public parking lots will be marked to maximize the number of spaces for automobile parking. Parking stalls will be marked for stall widths of 9 feet and stall lengths of 19 feet. Handicapped parking shall be marked. The minimum number of handicap parking spaces is 1 space for a lot serving up to 25 cars; 2 spaces for a lot serving 26 –50 cars.

2.5.1. Marking Materials. Duron DU9948500, DU1LZM100, DU1YZ100 or equivalent, applied per manufacturer's instructions.

3. Method of Measurement

3.1 Upon completion and acceptance of work performed in accordance with the specifications, and upon presentation of invoices showing quantity of emulsified asphalt sealcoat applied, payment shall become due and payable Payment shall constitute full compensation for furnishing, transporting, and placing the emulsified asphalt sealcoat and pavement markings for parking spaces and for all labor, tools, equipment and incidentals necessary to complete the work in full accordance with the specifications.

COUNTY OF WATAUGA  
 Proposal for Parking Lots Sealcoat and Pavement Marking Project

SECTION D

\_\_\_\_\_  
 Name of Bidder

In compliance with your legal Notice to Bidders for the County of Watauga 2014 Paving Project, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_, or an individual doing business as \_\_\_\_\_, of the City of, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

COUNTY OF WATAUGA  
 Proposal for Parking Lot Sealcoat and Pavement Marking Projects

Location	Area (S.Y.)	No. Parking Spaces	Gallons of Sealant	No. of Coats	\$Amount Liquid Road	\$Amount Guardtop
Agricultural Services Center	1,100	17 Regular 2 H/C 4 Arrows				
Law Enforcement Center	2,700	41 Regular Spaces				
Library	3,941	101 Regular Spaces 5 H/C Spaces 60 spaces are numbered or have text				
Water Street Parking Lot	1,100	31 Regular Spaces 1 H/C Space				

Ginn Parking Lot	1,400	47 Regular Spaces 5 Arrows				
Western Watauga Community Ctr.	1,900	31 Regular Spaces 3 H/C Spaces 1 Do Not Park Zone				
<b>Total</b>	<b>12,141</b>	<b>279 No. spaces</b>	<u>          </u> <b>Gallons of Sealant</b>			

**TOTAL BID**

TOTAL BID PRICE FOR SEALCOATING ( **LIQUID ROAD**) AND PAVEMENT MARKING

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

TOTAL BID PRICE FOR SEALCOATING (**GUARDTOP**) AND PAVEMENT MARKING

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

BIDDER understands that the County reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: \_\_\_\_\_ Contractor's  
Name

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Seal--if bid is by a corporation.

COUNTY OF WATAUGA  
CONSTRUCTION CONTRACT  
FOR PAVING PROJECTS

SECTION E

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Watauga, hereinafter referred to as the "County," and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as application of an emulsified asphalt sealcoat to public parking lots and marking of parking lot pavement for automobile parking. The Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the County.

2. Engineer:

2.1. The Project has been initiated by the Maintenance Director who is hereinafter referred to as the "Engineer," and who is to act as the County's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be substantially completed within 20 calendar days from the date when the Contract Time commences.

4. Contract Price:

4.1. Contractor's price includes all work incidental to or normally associated with the type of work in this contract.

4.2. The County shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ \_\_\_\_\_ for sealcoating and pavement marking.



5. Payment Procedures:

5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the County will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the County to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:

1. Cover Sheet,
2. Section A, Advertisement for Bids,
3. Section B, Instructions to Bidders and General Conditions,
4. Section C, Specifications and Project Description,
5. Section D, Proposal,
6. Section E, Agreement

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.3. E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the County and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the County and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the County of all the work therein.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

(SEAL)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Address for giving Notices:

Address for giving Notices:

County of Watauga  
814 West King Street, Suite 205  
Boone, NC 28607

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Director

**AGENDA ITEM 7:****MAINTENANCE MATTERS*****B. Bid Award Request for Appalachian Enterprise Center Renovation Project*****MANAGER'S COMMENTS:**

Mr. Robert Marsh will present the bids received for the Appalachian Enterprise Center renovation. The renovations are necessary for the High Country Workforce Development Board to occupy the space. The Board approved a lease with the High Country Workforce Development Board in which the lease payments will be used to pay for the renovations.

Four (4) bids were received in which Kanipe Construction was the lowest responsive bidder in the amount of \$32,900. The \$32,900 includes Alternate Two (commercial doors and hardware) in the amount of \$6,200. While the bid is somewhat higher than originally anticipated, the increase is due to overall maintenance and repair issues of the building being addressed at the time of the renovation. These maintenance and repair issues would have been handled over several years but was more efficient and economical to do now during the renovation process.

Staff recommends the Board award the bid to Kanipe Construction for renovations at the Appalachian Enterprise Center in the amount of \$32,900, which includes the Base Bid of \$26,700 and Alternate Two of \$6,200 with funds to come from the administrative contingency funds.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

SUBJECT: Appalachian Enterprise Center Bid Award

DATE: April 29, 2014

### BACKGROUND

High Country Workforce Development has requested renovations to the space they plan to occupy in the Appalachian Enterprise Center in June 2014. The renovations are designed to make their operations more efficient and provide a safer environment for their staff and visitors.

On April 29<sup>th</sup> the Maintenance Department opened bids submitted by four contractors in response to a Bid Advertisement posted in the Watauga Democrat and on the County website.

Contractor	License #	Check or Bid Bond	Base Bid	Alternate 1	Alternate 2	Total
Greene Construction Company Boone, NC	1610	Check	\$46,431	\$6,836	\$3,959	\$57,226
Houck Contracting, LLC Hickory, NC	49615	Bid Bond	\$40,676	\$8,775	\$6,550	\$56,001
Kanipe Construction, LLC Vilas, NC	72149	Bid Bond	\$26,700	\$4,900	\$6,200	\$37,800
Lawrence Construction Boone, NC		Check	\$29,931	\$6,658	\$8,767	\$45,356

### RECOMMENDATION

Staff recommends the low bidder, Kanipe Construction for the Base Bid of \$26,700 and Alternate Two (Commercial Doors & Hardware) \$ 6,200 for a total bid price of \$32,900. Mr. Kanipe has indicated that he would like to get started as soon as possible in order to meet the deadline for completing the project.

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
COUNTY OF WATAUGA  
APPALACHIAN ENTERPRISE CENTER RENOVATION  
PROJECT**

Contents

Section

A	Notice to Contractors (Advertisement)
B	Instructions to Bidders and General Conditions
C	Specifications and Project Description
D	Bid Form
E	Contract Form

COUNTY OF WATAUGA  
ADVERTISEMENT FOR BIDS  
APPALACHIAN ENTERPRISE CENTER RENOVATION PROJECT  
SECTION A

Advertisement for Bids

Watauga County Building Maintenance is seeking bids from persons or firms interested in submitting bids for minor interior renovations at the Appalachian Enterprise Center, 130 Poplar Grove Road Connector, Boone, NC 28607. Please contact Robert Marsh, Watauga County Maintenance Director, for plans and specifications by telephone (828)264-1430 or email [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org).

**There will be a mandatory pre-bid conference Wednesday, April 16, 2014 at 1:00 p.m. at the Appalachian Enterprise Center, 130 Poplar Grove Road Connector, Boone, NC.**

Bids shall be delivered to Watauga County Maintenance, 969 West King Street, Boone, NC 28607. Bids will be accepted until 2:00 pm Tuesday, April 29, 2014. Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid.

COUNTY OF WATAUGA  
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
APPALACHIAN ENTERPRISE CENTER RENOVATION PROJECT

SECTION B

1. Defined Terms:

- 1.1 The term "County" means the Owner, the County of Watauga.
- 1.2 The term "Bidder" means one who submits a Bid directly to the County, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3 The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom the County shall make an award of the Contract.
- 1.4 The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5 The term "Engineer" means the Maintenance Director or the Director's designee assigned to this project as the Contract Administrator.

2. Bidding Documents:

- 2.1 Complete sets of the Bidding Documents may be viewed at the Maintenance Department.
- 2.2 Complete sets of Bidding Documents must be used in the preparations of bids. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.
- 2.3 The County, in making copies of the Bidding Documents available on the above terms, does so only to obtain bids on the Work, and does not confer a license or grant for any other use.

3. Qualifications of Bidders:

- 3.1 Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the County of Watauga, including contractors and business license.



4. Examination of the Contract Documents and Project Sites:

4.1 It is the responsibility of the Bidder to:

1. Thoroughly examine the Contract Documents,
2. Visit the sites and become familiar with the existing conditions and the scope of the project work; verify quantities and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,
3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
4. Study and carefully correlate the Bidders observations with the Contract Documents, and
5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

4.2 The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all specific products, materials or methods are specified, it is done to establish a standard of quality, function, dimension or appearance, and is not to restrict competition. Other products, materials and methods may be used, if approved in advance by the County.

5. Bid Form:

- 5.1 The Bid Form is included in the Bidding Documents.
- 5.2 All blanks on the Bid Form must be completed, either in ink or typewritten.
- 5.3 Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
- 5.4 Bids by a partnership must be signed by all partners.

- 5.5 Bids submitted on uncompleted bid forms or bids, which contain conditions, can be deemed to be unresponsive and may be rejected.
6. Submission of Bids:
- 6.1 Bids shall be submitted at or before the time indicated in the Advertisement and at the place therein stated. Bids sent through the mail shall be enclosed in a second envelope, both of which shall have the notation "Bid Enclosed" on the exterior.
- 6.2 All bids shall be enclosed in an opaque envelope, on the exterior of which, in addition to the notation "Bid Enclosed", is noted the name of the project, the time and place of the bid opening, the Bidder's name, license number (if applicable), classification and expiration date.
7. Modifications and Withdrawal of Bid:
- 7.1 Bids may be modified or withdrawn by an appropriate document executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.
8. Bid Opening:
- 8.1 All Bids will be opened and, unless obviously non-responsive or otherwise irregular, read publicly aloud. All bids are then available for inspection by the public and the other Bidders.
9. Bids Acceptance and Bid Bonds:
- 9.1 All bids will remain subject to acceptance for forty-five (45) days after bid opening.
- 9.2 Bonds. Each bid must be accompanied by a certified check or Bid Bond in the amount of 5% of the total amount of the bid. The certified check or Bid Bond is a guarantee that the bidder will honor his bid and he agrees to forfeit the same should a contract be offered, based upon his bid and the contract documents, and which the bidder fails to execute within ten (10) days of the offer.
10. Award of the Contract:
- 10.1 The County reserves the right to reject any and all bids, to waive any and all informalities, not involving price, time or changes in the work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditioned bids. Also, the County reserves the right to reject in whole or in part the bid of any Bidder if the County

when, in the County's sole opinion, believes that it would not be in the best interest of the project or the County to make an award either in whole or in part to that Bidder, whether because the bid is not responsive, the Bidder is not qualified, of doubtful financial ability, has a history of poor performance and/or difficulty with previous County work, or fails to meet any other pertinent standard or criteria established by the County.

- 10.2 In evaluating bids, the County will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
- 10.3 The County recognizes that award of the Contract is dependent on the availability of funding and, therefore, the County makes no guarantees as to an award of a contract, to any Bidder. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by the County indicates to the County that the award will be in the best interest of the County.

11. Signing of the Agreement:

- 11.1 When the County submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within ten (10) days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the County, accompanied by a Certificate of Insurance.

12. Notice of Award:

- 12.1 The County may give the Successful Bidder a Notice of Award at any time within the ten (10) days from the date of opening of bids. The Successful Bidder shall begin the Work no less than thirty (30) days from the receipt of the Notice of Award.

13. Indemnity

- 13.1 The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

#### 1.4 Insurance and Bonds

- 14.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work here under the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

COUNTY OF WATAUGA  
 SPECIFICATIONS AND PROJECT DESCRIPTION  
 APPALACHIAN ENTERPRISE CENTER RENOVATION PROJECT  
 SECTION C

1. General Notes:

- 1.1 Completion must be by June 23, 2014.
- 1.2 Work may proceed 24/7 after the Contractor receives Notice to Proceed and issuance of a Town of Boone Building Permit.
- 1.3 Contractor is responsible for obtaining a Building Permit from the Town of Boone prior to the commencement of construction.
- 1.4 All bid forms must be completed and submitted with bid.

2. Scope:

2.1 Electrical

- 1) Add switch at back office.
- 2) Switch Resource Office lights to Lobby lighting circuit.
- 3) Add (8) 20 amp 125 V duplex receptacles in Resource Office – (2) circuits.
- 4) Demo electrical in wall for future glass wall and partition wall in future Resource Office.
- 5) Relocate (2) thermostats in Resource Office.
- 6) Replace (11) 8' florescent fixtures with (22) 4 lamp T8 trouffers w/lamps.

2.2 General Construction

- 1) Install 18" x 30" Tempered glass in (9) existing doors.
- 2) Demolish GWB wall for future glass wall at Resource Office.
- 3) Demolish GWB wall in future Resource Office.
- 4) Install GWB wrapped bulkhead at demolished walls and brace to bar joist above ceiling.
- 5) Install glass partition with doors.
- 6) Install new carpet in Resource Office. (Cambridge Commercial – RLY Relay Stepping Stone AB 213962A06).
- 7) Replace 254 s.f. ceiling tiles in hallway. (Match existing tile used in the lower ceiling @ hallway.)
- 8) Patch and paint walls -10,550 s.f. of wall space in Resource Office, (10) Offices, Hallway, Training Room.

**ALTERNATE 1**

Add 1.5 ton mini-split system in server room. Plumb condensate line and install roof curb as required for a complete and working system. Penetration at roof and flashing must be made by a Firestone Roofing Product certified contractor.

**ALTERNATE 2**

Replace (9) doors with 20" x 60" view glass/wood door and oak jambs.

COUNTY OF WATAUGA

**BID FORM**

APPALACHIAN ENTERPRISE CENTER RENOVATION PROJECT

SECTION D

\_\_\_\_\_

Name of Bidder

In compliance with your legal Notice to Bidders for the Appalachian Enterprise Center Renovation Project, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_, or an individual doing business as \_\_\_\_\_, of the City of, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposes to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

**BASE BID**

**TOTAL BID PRICE FOR APPALACHIAN ENTRPRISE CENTER RENOVATION PROJECT**

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

**ALTERNATE 1 – ADD 1.5 TON MINISPLIT SYSTEM IN SERVER ROOM**

ADD \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

**ALTERNATE 2 – REPLACE (9) DOORS WITH 20” X 60” VIEW GLASS/WOOD DOOR AND KD FRAME**

ADD \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

BIDDER understands that the County reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FORTY-FIVE (45) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within TEN (10) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: \_\_\_\_\_ Contractor's  
Name

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

Seal--if bid is by a corporation.



COUNTY OF WATAUGA  
CONSTRUCTION CONTRACT  
APPALACHIAN ENTERPRISE CENTER RENOVATION PROJECT

SECTION E

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Watauga, hereinafter referred to as the "County," and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the County and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as minor renovations. The Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the County.

2. Engineer:

2.1. The Project has been initiated by the Maintenance Director who is hereinafter referred to as the "Engineer," and who is to act as the County's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The work will be completed by June 23, 2014.

4. Contract Price:

4.1. Contractor's price includes all work incidental to or normally associated with the type of work in this contract.

4.2. The County shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ \_\_\_\_\_ for the renovations described in Base Bid.

\$ \_\_\_\_\_ for Alternate 1.

\$ \_\_\_\_\_ for Alternate 2.

5. Payment Procedures:

5.1. The Contractor may submit Applications for Payments at thirty (30) day intervals and a final payment upon the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the County will make payment within thirty (30) days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the County to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:

1. Cover Sheet,
2. Section A, Advertisement for Bids,
3. Section B, Instructions to Bidders and General Conditions,
4. Section C, Specifications and Project Description,
5. Section D, Proposal,
6. Section E, Agreement

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

- 8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the County and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the County and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the County of all the work therein.

COUNTY OF WATAUGA

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

(SEAL)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Address for giving Notices:

Address for giving Notices:

County of Watauga  
814 West King Street, Suite 205  
Boone, NC 28607

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

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Director

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**AGENDA ITEM 7:****MAINTENANCE MATTERS*****C. Bid Award Request for Medic Base Architectural Services*****MANAGER'S COMMENTS:**

At the Board's last meeting, approval was granted to purchase 13 acres off US Highway 321 for the new ambulance station. During the due diligence period for the purchase of the property, the County conducted interviews for potential architects for the project. Staff sent out an RFQ for architects in which two (2) proposals were received. The interview panel consisted of Commissioner Kennedy, the County Manager, and Robert Marsh. Upon completion of the interviews, the committee was in agreement to recommend Innovative Designs from Raleigh, NC. The recommendation was based on Innovative Designs' qualifications and past experience with the County.

Staff would recommend the Board employ Innovative Designs as the architects for the new medic base and authorize staff to negotiate a contract to be approved by the Board at a future meeting.



## WATAUGA COUNTY MAINTENANCE DEPARTMENT

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969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

SUBJECT: Medic Base #3 Recommendation for Architectural Design Services

DATE: April 29, 2014

### BACKGROUND

The Board of County Commissioners directed County staff to form a search committee and begin a qualification based search for design services for the proposed Medic Base #3 at the February 21<sup>st</sup> Board Meeting. The Board was represented by Billy Kennedy, County Commissioner and included Deron Geouque, County Manager and Robert Marsh, County Maintenance Director.

A notice for design services was sent to local architects and posted on the County website. Innovative Designs, Raleigh, NC and WBS, Hillsville, VA responded with letters of interest. The committee interviewed both firms.

### RECOMMENDATION

The Search Committee recommends the selection of Innovative Designs for consideration by the Board as designer for the new Medic Base. This recommendation is based on the qualifications they presented which detailed their experience and qualifications as an architectural design firm. Innovative Design has successfully completed other architectural design work for the County.

Unfortunately, the Committee is unable to present a contract for design service at this time due to the legal requirement of the qualification based selection process. If the Board is in agreement with the selection, then a fee and contract can be negotiated with the firm. The Committee will return with a contract stating the scope of architectural services and a fee for Board approval.

Watauga County, North Carolina  
Request for Statements of Qualifications  
Architectural Services  
Medic Base 3

Watauga County, North Carolina is seeking Statements of Qualifications (SOQ) from well-qualified architectural firms to provide services associated with a new Medic Base. Submittals will be received until 2:00 p.m. on Thursday, March 27, 2014 at the Watauga County Building Maintenance Office, 969 West King Street, Boone, NC. Submittals, one original and three copies, must be submitted in a sealed envelope/box labeled "Architectural Services – Medic Base 3", along with the submitter's name and address clearly indicated on the envelope/box. Instructions for preparing the Statement of Qualifications are provided herein.

All questions concerning the Request shall be submitted in writing to Robert Marsh at [robert.marsh@watgov.org](mailto:robert.marsh@watgov.org) no later than March 20, 2014. A copy of the Request for Statements of Qualifications is available on the County's website, [wataugacounty.org](http://wataugacounty.org).

#### BACKGROUND

Watauga County identified a need to add an Ambulance Base in the western area of Watauga County for the purpose of improving ambulance response time for the area served. To achieve this goal, the Board of County Commissioners selected a site near the intersection of Highways 321/421, PIN #1982231215000, for the construction of a two bay ambulance base.

Preliminary programming by staff has determined that the base needs to include the following elements: Ambulance bay 1,504sf; crew quarters 1,600sf; radiant heated floors throughout with forced air heat pump in crew quarters; domestic water conditioning for ph, sulphur and hardness; sloped standing seam metal roof; snow guard ice detention system; brick exterior; fire sprinkler system with storage tank; backup power generator. The County has estimated expenses for this project to be \$512,560 for construction and design fees.

In February 2014 the County hired Valor Engineering, PLLC to provide a Site Assessment and Civil Engineering Report as part of the due diligence work associated with the land purchase. A complete Soil and Erosion Control Plan with topography and proposed site improvements are part of the services that will be provided by Valor Engineering. The Architect shall review the Civil Engineering Report and may use this work in the preparation of the drawings. Completion date for the Site Assessment is scheduled for April 15, 2014. Questions concerning the scope of the Civil Engineer's report should be directed to Jason Gaston, President, Valor Engineering (828)262-9807 or by email [jason@valorengineering.com](mailto:jason@valorengineering.com).

The County requires all plans complete by July 1, 2014 and a Bid Advertisement ready for publishing at that time.



## SCOPE

The Architect shall provide complete design services including:

- Programming with County and Medic Staff.
- Schematic Design and Probable Cost Estimate.
- Schematic Presentation to the Board of County Commissioners.
- Working Drawings.
- Bidding and evaluation of bids with presentation to the Commissioners.
- Project Management (bidding, review of submittals, preconstruction meeting, review of pay applications, review request for change orders, monthly inspections, review of test and balancing report and commissioning of HVAC equipment, hard copy and CD format as-built drawing, compile and submit three written copies of warranty and O&M Manual and on CD format) .
- Prepare contractor's punch list.
- Final Inspection and acceptance of work.

## SUBMITTAL REQUIREMENTS

Firms desiring to submit a Statement of Qualifications **must** meet the following criteria:

- Have at least five years' experience with similar projects.
- Have completed at least three similar size and complexity projects in the past five years.
- Have a proven track record of delivering projects on time and at/or below budget.
- Have experience designing LEED certified buildings.
- Have all necessary licenses/certifications to conduct business in North Carolina or be capable of demonstrating the ability to secure them in a timely manner, and have experience working in the region.

Statements of Qualifications must be submitted in three ring binders or spiral bound, and tabbed for each section outlined below. The total length of the submittal, excluding any cover letter, table of contents, or appendices, should be no more than 30 pages. Font size should be no smaller than Arial, 11 point. Please provide submittals in the sequence of the following major headings described below. Supplemental materials providing additional information may be included as appendices.

### Experience

Please provide a detailed description of your firm's experience for the past ten years. If there are additional affiliated entities that are part of the team, please detail their experience as well. Please include:

- Firm name, address, telephone number, fax number, e-mail address, and contact person(s).
- Year in which the firm was established and any former names under which the firm operated.

- Names and office location of all personnel who will be assigned to this project. Names of key personnel who would be available to work in this project.
- Résumés of Project Manager and design team members for this project. Professional affiliations and licenses of key personnel, including LEED certifications.
- Understanding of the scope of work.
- Approach to the design process.
- Unique qualifications or work methodology.
- Track record of bringing in projects on time and within budget.
- Provide a description of the systems and methods employed by your firm to effectively manage the project including a discussion of goal setting, managing client expectations, communications, quality control, managing project schedule and costs within prescribed budgets, and change management.

In addition to the overall experience description, please provide details on three similar size and complexity projects to include:

- Owner's name and address.
- Owner's contact person and telephone number.
- Title of project.
- Description of project.
- Date of project initiation and date of completion.
- Description of services provided.
- Key building elements, i.e., HVAC systems and controls, stand-by power systems, conveyance systems, structural system, roofing system, exterior building materials, security systems, interior finishes, "green" elements, LEED classification if any, building class, etc.
- Energy conservation considerations.
- Interior and exterior photographs.
- Final construction cost per square foot. Please indicate the following cost components individually: land, building shell, site work cost, up fit and soft costs.

### SELECTION PROCESS

Maintaining the integrity of the RFQ process is of paramount importance for the County. To this end, please do not contact any members of Watauga County or its staff regarding the subject matter of this RFQ until selection has been made, other than the County's designated contact person identified in the introduction to this RFQ. Representatives of Watauga County will read, review and evaluate the qualifications independently based on the evaluation criteria. Watauga County reserves the right to conduct interviews with a shortlist of selected respondents.

#### Reputation, Quality and Experience of the Firm

- How substantial is the firm's experience in designing projects of comparable size and complexity?

- Does the firm have experience designing Medic Base buildings?
- Did all references listed have a favorable experience with the firm? Would they work with them again? How comparable was their project?
- Does the firm have all necessary licenses/certifications to conduct business in North Carolina or be capable of demonstrating the ability to secure them in a timely manner?
- Does the firm have a proven track record of delivering projects on time and at/or below budget?
- Did the firm demonstrate an understanding of the specific needs of Watauga County?

#### Proposed Project Team

- Does the proposed project staff appear to have the appropriate experience and capabilities to perform the specified project?
- Does the firm's organizational structure support the project team and project objectives? What systems/processes does the firm employ to assure knowledge sharing so we get the benefit of the firm's experience and not just the experience of the individuals assigned to the project?
- What is the availability of key team members to participate in this project?

#### Overall Approach and Methodology

The SOQ needs to provide a clear and concise answer to the question – Why should Watauga County select your firm for this project?

- What is the firm's approach to managing the construction budget, regulatory process and public involvement process? How has the firm done this in past projects?
- Does the team's project approach provide for effective project management? What measures will be used to validate a successful project outcome?
- Does the team's project approach keep the best interest of the County in the forefront of the project?

**AGENDA ITEM 7:**

**MAINTENANCE MATTERS**

*D. Contract Renewal Request for Parks and Recreation Weekend Janitorial Services*

**MANAGER'S COMMENTS:**

Mr. Marsh will request the Board award the contract for parks and recreation weekend janitorial services to Estate Maintenance in the amount of \$22,365. Estate Maintenance was the only contractor to submit a proposal and currently provides most of the services requested. The existing contract with Estate Maintenance is set to expire June 30, 2014. Adequate funds have been proposed in the recommended Fiscal Year 2014-2015 budget.

Board action is requested to approve the contract with Estate Maintenance in the amount of \$22,365 for parks and recreation weekend janitorial services to be effective July 1, 2014.



# WATAUGA COUNTY

## MAINTENANCE DEPARTMENT

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969 West King St., Boone, NC 28607 - Phone (828) 264-1430  
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director

SUBJECT: Parks and Recreation Weekend Janitorial Contract

DATE: April 30, 2014

### BACKGROUND

The Maintenance Department solicited bids for janitorial services on the County website April 16th to April 24<sup>th</sup>, 2014. Estate Maintenance submitted a bid of \$22,365. This was the only bid received. The contract term is five years for a stipulated sum with no annual increase.

The scope of the contract includes a Saturday and Sunday morning cleaning of all of the County recreation facility restrooms and trash pickup at the ball fields, adjacent parking lots as well as the playgrounds, bike park, canoe access and Howard's Knob Park. The vendor supplies his own vehicle and cleaning supplies.

Currently, Estate Maintenance has been providing most of the services within the scope of the contract on an annual basis. The current contract expires June 30, 2014.

### RECOMMENDATION

Staff recommends that the County award the bid for weekend janitorial service to Estate Maintenance for \$22,365. Estate Maintenance has always provided very good service and they are extremely dependable and trustworthy.

### FISCAL IMPACT

If approved, the cost for this service through FY14-15 will be included in the Maintenance Department Budget Request.

Request for Quotes  
Watauga County Maintenance  
Weekend Custodial Service

Watauga County is requesting quotes from persons or firms interested in providing custodial services on weekends at County park facilities from approximately April 1<sup>st</sup> through October 31<sup>st</sup>. Contract will begin July 1, 2014 and run through June 30, 2019. Questions may be directed to Watauga County Maintenance at 828-264-1430 or email [nona.lawrence@watgov.org](mailto:nona.lawrence@watgov.org).

Contractors shall provide Certificates of Insurance to the County for workers' compensation coverage and general liability insurance.

Scope of Work

Properties to be serviced each Saturday and Sunday from April 1<sup>st</sup> until October 31<sup>st</sup>.

Howard's Knob Park (Open at 8:30 a.m. and close at 7:30 p.m. May 1 through October 20)  
Ted Mackorell Soccer Complex  
Brookshire Park  
Rocky Knob Park  
Optimist Park  
Industrial Fields  
Complex (includes tennis courts)  
Tot Lot Playground  
Old Cove Creek Gym & Field  
Mountaineer Ruritan  
321 Canoe Access

Clean restrooms – Sanitize fixtures, spot clean mirrors, restock paper supplies, sweep floors, empty trash receptacles and reline containers.

Grounds – Pick up trash on grounds and empty trash barrels, reline containers. Spot clean table tops and sweep pavilions if needed.

Contractor shall provide all cleaning supplies, equipment and vehicles. The County shall provide all paper products, can liners and hand soap. The County will also provide use of dumpsters for trash disposal. All work must be complete by 10:00 a.m.

Quotes will be accepted until 2:00 p.m., Thursday, April 24, 2014 at Watauga County Maintenance, 969 West King Street, Boone, NC 28607.

# **Estate Maintenance Company**

PO BOX 1418  
BLOWING ROCK, NC 28605  
828-264-7441

APRIL 23, 2014

WATAUGA COUNTY FINANCE OFFICE  
814 WEST KING STREET ROOM 216  
BOONE, NC 28607  
ATTENTION: NONA LAWRENCE

## **“CONTRACT PROPOSAL”**

**ESTATE MAINTENANCE PROPOSES TO PROVIDE WEEKEND CUSTODIAL SERVICES FOR COUNTY PARK FACILITIES. THIS PRICE WILL BE EFFECTIVE FOR 5 YEARS STARTING JULY 1, 2014 AND ENDING JUNE 30, 2019. THE PROPOSED AMOUNT WILL BE \$22,365.00 ANNUALLY. THIS WOULD BREAK DOWN TO BE \$355.00 PER DAY AND INCLUDES 3 HOLIDAYS PER YEAR.**

**THANK YOU  
DARREN WALLACE**

**AGENDA ITEM 8:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

The report is for information only; therefore, no action is required.



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**AGENDA ITEM 8:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Report.

Board action is required to accept the Refunds and Releases Report.

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**AGENDA ITEM 8:**

**TAX MATTERS**

*C. Unpaid Real Estate Tax Bills*

**MANAGER'S COMMENTS:**

Mr. Warren will present the unpaid real estate tax bills for Board consideration and advertisement.

Board action is required to authorize Mr. Warren to advertise the unpaid real estate tax bills for 2013.



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# WATAUGA COUNTY TAX ADMINISTRATION

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*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607  
(828) 265-8021 – FAX (828) 264-3230*

## MEMORANDUM

TO: Deron Geouque, County Manager  
FROM: Larry Warren, Tax Administrator  
SUBJECT: 2013 Unpaid Real Estate Tax-bills  
DATE: 04/30/2014

The 2013 report of unpaid taxes, which represent liens on real property, needs to be presented to the Board of County Commissioners at the May 6th meeting. The current 2013 amount of outstanding taxes for Watauga County is \$919,467.79. Upon receipt, the Board needs to order the Tax Collector to advertise these tax liens. According to the North Carolina statutes, the advertisement has to be published between March 1<sup>st</sup> and June 30<sup>th</sup>. We plan to advertise during the month of May, one time in the local newspaper, Watauga Democrat. Please let me know if you have any questions.

**AGENDA ITEM 9:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Presentation of the FY 2015 Capital Improvement Plan (CIP)*

**MANAGER'S COMMENTS:**

The County Manager will present the FY 2015 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions.

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## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***B. Presentation of the Manager's FY 2015 Recommended Budget***

#### **MANAGER'S COMMENTS:**

The Manager will present his Recommended FY 2015 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled for 4:00 P.M. on Thursday, May 8, 2014, and Tuesday, May 13, 2014.

The Recommended Budget will be available for public inspection on the County's website, in the County Manager's Office, and at the public libraries located in Boone, Blowing Rock, and the Western Watauga Community Center.

A public hearing will be held on May 20, 2014, at 6:00 P.M. to allow citizen comment on the proposed budget.



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**AGENDA ITEM 9:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request*****MANAGER'S COMMENTS:**

Renewal rates for property and liability insurance and workers compensation will be presented for the Board's consideration. The rate for property and liability is \$239,865, or a \$7,650 decrease, and the rate for workers compensation is \$279,708 or a 14.52% increase. The primary reason for the increase in workers compensation was the substantial rise in the rate modifier due to claims experience. Based on prior years claims experience staff is recommending increasing the property deductible from \$1,000 to \$5,000.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$239,865 and \$279,708 respectively.



**NCACC Risk Management Pools**  
Liability and Property

<b>County or Entity:</b>					
<b>WATAUGA COUNTY</b>					
<b>RENEWAL ESTIMATE</b>		<b>JULY 1, 2014 TO JULY 1, 2015</b>		<b>Date of Quote</b>	<b>4/30/14</b>
<b>Coverage</b>	<b>Contract Limit</b>	<b>Deductible</b>	<b>Renewal Exposure</b>		<b>Contribution</b>
Property	Insured Values	\$1,000	Total Property Values	\$122,891,134	97,023
			Total Inland Marine Values	\$7,671,098	6,057
			<b>Total</b>		<b>\$103,080</b>
General Liability	\$2,000,000	\$0	Population (County)	52,472	15,908
			Payroll (Entity)	\$0	0
			Fire Legal Additional Limits	\$0	0
			Number of EMTs	0	0
			<b>Total</b>		<b>\$15,908</b>
Automobile Liability	\$2,000,000		Total # of Vehicles (Liability)	122	34,738
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	122	17,370
Replacement Cost	\$2,000,000		Value of Selected Veh.	\$0	\$0
			<b>Total</b>		<b>\$52,108</b>
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			<b>Total</b>		<b>\$968</b>
Public Officials Liability	\$2,000,000	\$5,000	Population (County)	52,472	18,228
			Payroll (Entity)	\$0	0
			<b>Total</b>		<b>\$18,228</b>
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	45	25,353
			Class B Employees	29	8,188
			Class C Employees	15	2,112
			<b>Total</b>		<b>\$35,653</b>
Employment Practices Liability	\$2,000,000	\$5,000	Population (County)	52,472	13,920
			Payroll (Entity)	\$0	0
			<b>Total</b>		<b>\$13,920</b>
<b>Annual Estimated Contribution</b>					<b>\$239,865</b>



**NCACC Risk Management Pools**  
Liability and Property

Payment Plan Available: Liability & Property Pool  
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/30/2014**

<b>Annual Payment Plan:</b> (due on or before August 1, 2014)	<b>\$239,865</b>
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I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_



**NCACC Risk Management Pools  
Worker's Compensation**

**RENEWAL ESTIMATE JULY 1, 2014 TO JULY 1, 2015**

Quoted on: **4/30/2014**

Member: **WATAUGA COUNTY**

Limits Coverage A : Workers Compensation: Statutory  
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$103,993	4.226	\$4,395
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$2,833,091	4.038	\$114,400
8810	CLERICAL	\$4,501,542	0.358	\$16,116
8831	HOSPITAL VETERINARY & DRIVERS	\$79,924	1.571	\$1,256
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLO	\$223,851	3.569	\$7,989
9015	BUILDINGS - NOC	\$650,255	4.576	\$29,756
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$199,603	1.562	\$3,118
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$523,222	2.800	\$14,650
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$400,434	9.417	\$37,709
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$1,957,687	2.348	\$45,966
9999	VOLUNTEERS (NCACC designated class)	\$10,725	40.442	\$4,337

**Total Estimated Payroll**

**\$11,484,327**

**2014-2015 Contribution: \$279,708**



**NCACC Risk Management Pools**  
Worker's Compensation

Payment Plan Available: Workers' Compensation Pool  
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/30/2014**

<b>Annual Payment Plan:</b> (due on or before August 1, 2014)	<b>\$279,708</b>
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I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***D. Request for Use of Old High School Parking Lot***

#### **MANAGER'S COMMENTS:**

Mr. Tushar Bajaj, Friends Forever, is requesting the use of the old high school parking lot on May 23<sup>rd</sup> from 2:00 PM until 2:00 PM on May 26<sup>th</sup>. The group is organizing a large event at the International Center for Mediation. The Art of Living Foundation International Center for Meditation and Well Being previously requested and was granted permission to rent the parking lot at the old high school. The Center was charged \$300 a day for the use of the parking lot.

Should the Board wish to grant Friends Forever's request, staff would recommend a fee of \$300 per day for a total amount of \$1,200.

Staff seeks direction from the Board.



**Anita.Fogle**

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**From:** Deron.Geouque  
**Sent:** Thursday, April 17, 2014 11:38 PM  
**To:** Anita.Fogle  
**Subject:** Fwd: Old School Parking lot - Reservation Request

5-6-2014 agenda.

Deron Geouque  
Watauga County Manager  
814 West King Street  
Boone, NC 28607  
(P) [828-265-8000](tel:828-265-8000)  
(F) [828-264-3230](tel:828-264-3230)  
Email [Deron.Geouque@watgov.org](mailto:Deron.Geouque@watgov.org)

Begin forwarded message:

**From:** Tushar Bajaj <[tusharbajaj@gmail.com](mailto:tusharbajaj@gmail.com)>  
**Date:** April 17, 2014 at 3:19:22 PM EDT  
**To:** <[deron.geouque@watgov.org](mailto:deron.geouque@watgov.org)>  
**Subject: Old School Parking lot - Reservation Request**

Hello Deron - Thank you for taking the time to speak with me this afternoon.

I work with a Non-Profit organization "Friends Forever" and we are putting together a huge event at International Center for Meditation in Boone, NC over the Memorial Day weekend. We expect a crowd of over 1300 people coming in town for this event. It requires us to arrange for overflow parking spots to a nearby place. The Retreat facility in Boone mentioned that I should reach out to you with this request.

We would need the parking lot from 2 PM onwards on May 23rd until 2 PM on May 26th when the event ends.

Please let me know if you have any questions.

Regards

Tushar Bajaj

512.535.3747

## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *E. Boards and Commissions*

### **MANAGER'S COMMENTS:**

#### Watauga County Economic Development Commission

The Watauga County Economic Development Commission has four terms set to expire in June. Mr. Ed Evans, Mr. Tommy Sofield, and Mr. Ben Shoemake are each eligible and available for reappointment. The fourth seat is not eligible for reappointment due to having served two consecutive terms.

#### Region D Development Corporation

The Region D Development Corporation is a Certified Development Company that assists the US Small Business Administration in delivering small business loans to the region. They also assist in marketing and packaging loans for small businesses throughout the region. Per their bylaws, each county is required to appoint four persons to serve as members of the Development Corporation in May of each year. Representative categories are local government (1), private lending institution (1), and community organization or a business organization (2). Following is a list of current appointees: Mr. John Spear (Local Government); Mr. Brian Crutchfield (Community Organization); Mr. Jim Furman (Business Organization); and Mr. Brian Riggins (Private Lending Institution). You may wish to reappoint those serving or appoint new members.

#### Town of Boone Planning Commission

The Boone Town Council has recommended appointment of Mr. Thomas Purpur as an ETJ member of the Town of Boone Planning Commission.

#### Town of Boone Board of Adjustment

The Boone Town Council has recommended appointment of Dr. Robert (Bob) Goddard as a Regular ETJ member of the Town of Boone Board of Adjustment.

All the above are first readings and, therefore, no action is required at this time.

**Anita.Fogle**

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**From:** Joe Furman  
**Sent:** Monday, April 28, 2014 11:21 AM  
**To:** Deron.Geouque  
**Cc:** Anita.Fogle  
**Subject:** Boards and Commissions

Deron,

Four terms on the Economic Development Commission will expire in June, as follows:

Ed Evans

Tommy Sofield

Ben Shoemake

Mary Hall

These are three year terms. By rule, members can serve two consecutive appointed terms. Mr. Evans, Mr. Sofield, and Mr. Shoemake have each served one term and would like to be reappointed to another. Mrs. Hall has served two consecutive terms, so is not eligible for another. Thanks.

Joe

Joseph A. Furman, AICP  
Director, Watauga County Planning & Inspections and Economic Development  
331 Queen Street, Suite A  
Boone, NC 28607  
(828) 265-8043  
(828) 265-8080 (fax)  
[joe.furman@watgov.org](mailto:joe.furman@watgov.org)

# REGION D DEVELOPMENT CORPORATION, INC.

SERVING ALLEGHANY, ASHE, AVERY, MITCHELL, WATAUGA, WILKES & YANCEY COUNTIES  
AN SBA CERTIFIED DEVELOPMENT CORPORATION

## MEMORANDUM

468 New Market Blvd.  
Boone, NC 28607  
Phone: 828-265-5437  
Fax: 828-265-5439  
E-mail: ptrew@regiond.org

**TO:** County Managers in High Country Region

**FROM:** Phillip Trew, AICP *PT*  
Director, Planning and Development

**SUBJECT:** Region D Development Corporation Membership Appointments

**DATE:** April 24, 2014

According to the By-Laws of the Region D Development Corporation, Boards of County Commissioners are requested each year to appoint **four** persons to serve as members of the Development Corporation. Of the four members appointed, **one** shall be a full-time employee (or retiree) of a private lending institution, **one** shall be a person designated as a local government representative, and **two** shall be representatives of business and community organizations. Please find enclosed a copy of the 2013-14 member appointments. You may wish to reappoint these current members or to appoint new members.

The Region D Development Corporation is a Certified Development Company (CDC), and partners with lending institutions and the US Small Business Administration (SBA) to deliver the SBA 504 Loan Program. The Development Corporation contracts with Kendrick and Associates (Bob Kendrick, owner) for assistance in marketing and packaging loans for small businesses throughout the region.

Please schedule these appointments for an upcoming board meeting, and notify me by mail or email of your appointments when they are made. With new appointments, please include their address, employment, email address, and telephone number. Thank you for your assistance.

Please give me a call if you have any questions.

Enclosure

cc: Rick Herndon, Executive Director



## Region D Development Corporation, Inc.

## 2013-14 Board of Directors

COUNTY	NAME	ORGANIZATION
Alleghany	Don Adams	Local Government
Alleghany	Bryan Edwards	Community Organization
Alleghany	Dennis Gambill	Private Lending Institution
Alleghany	Clark Hunter	Business Organization
Ashe	Martin Little	Private Lending Institution
Ashe	Sam Yearick	Local Government
Ashe	Karen Powell	Business Organization
Ashe	Kay Sexton	Business Organization
Avery	Tommy Burleson	Community Organization
Avery	Daryl Smith	Business Organization
Avery	Tena Trice	Private Lending Institution
Avery	Robert Wiseman	Local Government
Mitchell	Dean Duncan	Private Lending Institution
Mitchell	Doug Harrell	Community Organization
Mitchell	Joe Street	Local Government
Mitchell	Doug Young	Business Organization
Watauga	John Spear	Local Government
Watauga	Brian Crutchfield	Community Organization
Watauga	Jim Furman	Business Organization
Watauga	Brian Riggins	Private Lending Institution
Wilkes	Dr. Keith Bentley	Business Organization
Wilkes	Gary L. Blevins	Local Government
Wilkes	Matt Daye	Community Organization
Wilkes	Johann Louchez	Private Lending Institution
Yancey	Nathan Bennett	Local Government
Yancey	Ron Deyton	Private Lending Institution
Yancey	Walter Savage	Community Organization
Yancey	John Young	Business Organization

Officers	
President	Vacant
Vice President	Brian Crutchfield
Secretary/Treasurer	Johann Louchez
Asst. Sec./Treas.	Phil Trew

**Anita.Fogle**

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**From:** Kim Brown <Kim.Brown@townofboone.net>  
**Sent:** Tuesday, April 29, 2014 12:25 PM  
**To:** Anita.Fogle  
**Subject:** Town of Boone ETJ nominations  
**Attachments:** Robert Goddard application.pdf; Thomas Purpur application.pdf

Good Afternoon Anita:

At the regular meeting last week, the Boone Town Council made the following nominations for ETJ positions:

Board of Adjustment (Regular ETJ member) - Dr. Robert (Bob) Goddard

Planning Commission (ETJ member) - Thomas Purpur.

Please forward these nominations on to the County Commissioners for consideration. I am attaching the board applications for both nominees. Please let me know if you have any questions.

Thanks and have a great day!

Kim

Kimberly S. Brown, CMC  
Town Clerk  
Boone Town Hall  
PO Drawer 192  
Boone, NC 28607  
(828)268-6200/(828)268-6208 fax  
[www.townofboone.net](http://www.townofboone.net)  
[kim.brown@townofboone.net](mailto:kim.brown@townofboone.net)

*Email correspondence to and from this address is subject to public records requests pursuant to the North Carolina Public Records Law, resulting in monitoring and potential disclosure of this message to third parties.*

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE,  
ADVISORY BODY OR COMMITTEE  
TOWN OF BOONE

FULL NAME: DR. ROBERT (BOB) D. GODDARD  
Title First Middle Initial Last  
(Mr./Ms./Ms./Dr., etc.)

GENDER: M

HOME ADDRESS: 352 SEVEN OAKS RD, BOONE, NC 28607

PREFERRED CONTACT ADDRESS (if different from home address):

EMAIL ADDRESS: GODDARDRDC@APPSTATE.EDU  
TELEPHONE: day: 828-719-0195 (CELL); evening 828-265-2494 (HOME)

JURISDICTION OF RESIDENCE:  Town of Boone  
 Extra Territorial Jurisdiction (ETJ)  
 Watauga County outside Town and ETJ  
 Other (please identify):

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: SINCE 1999

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: NO

DO YOU OWN REAL PROPERTY IN THE ETJ: YES

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE APPOINTMENT SOUGHT (list one only): BOARD OF ADJUSTMENT (REAPPOINTMENT)

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT?  
TO CONTINUE SERVING THE TOWN AND ITS RESIDENTS IN THE MANNER I HAVE DONE FOR THE PAST FEW YEARS

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at [www.townofboone.net/departments/development/index.html](http://www.townofboone.net/departments/development/index.html)): YES

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support):

1 2 3 4 5 6 7 8 9 10

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:  
MY EXPERIENCES HAVE MADE ME SUPPORTIVE OF A COMPREHENSIVE DEVELOPMENT PLAN, SUCH AS THE UDD, AS BEING THE SAFEST, MOST EQUITABLE METHOD OF OVERSEEING AND GUIDING DEVELOPMENT OF ONE OF OUR MOST PRECIOUS RESOURCES.

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT?

PH.D. IN MANAGEMENT,  
4 YEARS AS MAYOR, TOWN OF SEVEN DEVILS, NC (1979-1983)  
SERVICE ON PLANNING BOARD, ZONING BOARD, & BOARD OF ADJUSTMENT  
TOWN OF CASSELBERRY, FLA. (1970s) 2 YRS ON BOONE NC BOA (ET-ALT.)  
(ALDERMAN - SEVEN DEVILS (1979-83)) REGION "D"-COG (1981-83)

HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN: No.

DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN:

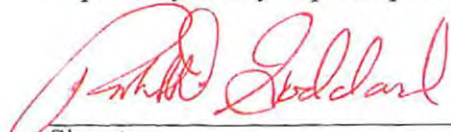
NO - RETIRED!

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, AND THE APPROXIMATE DATES OF SERVICE: SEE ABOVE.

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE:

GOVERNMENT WORKS! EQUAL PROTECTION UNDER THE  
LAW WORKS! IT HAS BEEN AN UPLIFTING EXPERIENCE TO BE PART  
OF THE PUBLIC DEBATE. WE ALL "WIN" WITH COMPREHENSIVE  
PLANNING AND CONTROL/EXECUTION OF A GOOD PLAN.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.

  
Signature

24 MAR 2014  
Date



APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE,  
ADVISORY BODY OR COMMITTEE  
TOWN OF BOONE

FULL NAME: Thomas G. PURPUR  
Title First Middle Initial Last  
(Mr./Ms./Mrs./Dr., etc.)

GENDER: MALE

HOME ADDRESS: 114 RIDGE POINT DR.  
BOONE, NC 28607

PREFERRED CONTACT ADDRESS (if different from home address):  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_  
PURPUR G. MAYMEAD.COM  
TELEPHONE: day: 423-727-2013 ; evening 423-471-1616

JURISDICTION OF RESIDENCE: \_\_\_\_\_ Town of Boone  
 Extra Territorial Jurisdiction (ETJ)  
\_\_\_\_\_ Watauga County outside Town and ETJ  
\_\_\_\_\_ Other (please identify): \_\_\_\_\_

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: 18 YEARS PRIOR TO THAT 6 YEARS IN BOONE PROPER

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: No

DO YOU OWN REAL PROPERTY IN THE ETJ: YES

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE APPOINTMENT SOUGHT (list one only):  
PLANNING COMMISSION

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT?  
COMMUNITY SERVICE - I FIGURE THE 1ST 4 YEARS WERE TRAINING AND NOW I OWE THE TOWN FOR THAT INVESTMENT IN ME. :)

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at [www.townofboone.net/departments/development/index.html](http://www.townofboone.net/departments/development/index.html)): YES

PLS SEE ATTACHMENTS

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support):

1 2 3 4 5 6 7 8 9 10

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:  
I FULLY SUPPORT THE DESIRES FOR MORE DENSITY AND BRINGING BUILDINGS UP CLOSE TO THE ROAD FRONTAGE AND THE NEED TO SUPPORT R1 DISTRICTS AND I FULLY SUPPORT THE NEW UDO.

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT?

HAVE AN ECONOMICS DEGREE; HAVE 31 YEARS EXPERIENCE IN HWY CONSTRUCTION; I SAT ON SEVERAL BOARDS; I HAVE PREVIOUS PLANNING COMMISSION EXPERIENCE; WOULD LIKE TO STAY ON WATER COMMITTEE

HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN:

NO

DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN:

NO

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, AND THE APPROXIMATE DATES OF SERVICE:

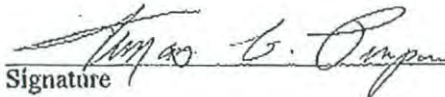
YES

PLANNING COMMISSION (CURRENTLY)  
WATER COMMITTEE

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE:

WELL FOR ME THE PLANNING COMMISSION HAS BEEN VERY REWARDING, LEARNING IS VERY REWARDING AND HOPEFULLY INFORMED DECISIONS CAN BE MADE AS A RESULT OF THAT LEARNING. THE WATER COMMITTEE IS LIKEWISE VERY ENLIGHTENING.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.

  
Signature

2-14-2014  
Date

THOMAS G. PURPUR

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## **AGENDA ITEM 9:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### *F. Announcements*

Budget Work Sessions are scheduled for Thursday, May 8, and Tuesday, May 13, 2014; both beginning at 4:00 P.M. The Work Sessions will be held in the Commissioners' Board Room.

Community Pride Week will be held May 12 – 17. The week will conclude on May 17 with Household Hazardous Waste Day at the County Landfill from 9:00 A.M. until 2:00 P.M. and Operation Medicine Cabinet at the three local Food Lion locations as well as Foscoe Fire Department from 10:00 A.M. until 2:00 P.M. Please see the enclosed announcement for more details.

Caldwell Community College and Technical Institute has invited the Board to a joint meeting on Wednesday, May 21, 2014, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Room 112.

The North Carolina Association of County Commissioners shares the following links accessing their legislative update video for May which contains a preview of the upcoming legislative session, information about the NCACC Annual Conference and County Assembly Day, and a report on legal cases impacting counties:

YouTube: <http://youtu.be/OliLj8bWrWg>

Google Drive: <https://drive.google.com/file/d/0Bx6fC1oKngQQandkakJ2R21kbHM/edit?usp=sharing>

**From:** Lisa.Doty  
**Sent:** Tuesday, April 08, 2014 11:30 AM  
**To:** all.employees  
**Subject:** HHWD, Community Pride Week and Medicine Take-back Day

Please help us spread the word and share this information with your friends and associates. Thanks so much!!!

**WATAUGA COUNTY COMMISSIONERS  
 PROCLAIM May 12 - 17 AS COMMUNITY PRIDE WEEK  
 Household Hazardous Waste Collection and Drug Take-Back May 17**

The Watauga County Board of Commissioners have designated May 12 - 17 as "Community Pride Week" with the goal of improving the appearance of Watauga County. During this week Watauga County residents will have an opportunity to dispose of many types of waste for no charge, including old furniture, yard debris, appliances, electronics, medications and household hazardous waste. (This does not apply to commercial haulers or businesses.)

Following is a list of Community Pride Week events. All events are free for Watauga County residents.

**FREE DISPOSAL OF RESIDENTIAL DEBRIS**

**When:** Monday, May 12– Saturday, May 17  
**HOURS:** Mon. – Fri. 8 a.m. – 4 p.m. and Sat. 8 a.m. – 12 p.m.

**Where:** Watauga County Landfill  
 336 Landfill Road

**What:** appliances, tires, furniture, metal, asphalt (no asphalt shingles), brick, cement, rock, brush (no stumps), electronics

**HOUSEHOLD HAZARDOUS WASTE DAY  
 (Residential ONLY, NO COMMERCIAL WASTE)**

**When:** Saturday, May 17  
 9 a.m. - 2 p.m.

**Where:** Watauga County Landfill  
 336 Landfill Road

**What:** paint, household batteries, NiCad batteries, lead-acid batteries (car type), antifreeze, ethylene, gasoline, lighter fluid, solid and liquid pesticides, oxidizers, used oils, household cleaners, etc.

**OPERATION MEDICINE CABINET**

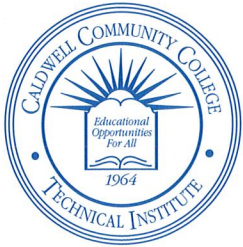
**When:** Saturday, May 17  
 10 a.m.—2 p.m.

**Where:** Food Lions (3 locations)  
 1. Hwy 321 near Wal-Mart  
 2. Hwy 421/Old Hwy 421  
 3. Blowing Rock  
 Foscoe Fire Department

**What:** All prescription and over-the-counter medications and medical supplies.  
**NO QUESTIONS ASKED**

Please call 828-264-5305 for more information about Community Pride Week or contact Lisa Doty at 828-265-4852 /

[lisa.doty@watgov.org](mailto:lisa.doty@watgov.org) with questions about recycling.



# Caldwell Community College and Technical Institute

Office of the President



April 28, 2014

Mr. Deron Geouque  
Watauga County Manager  
814 West King Street, Suite 205  
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees and the Watauga County Commissioners on Wednesday, May 21, 2014 at 6:00 p.m. at the Watauga Instructional Facility on Hwy 105 By-pass, Room 112.

Will you please check the date and time with the Commissioners and let my assistant, Donna Church know either by e-mail: [dchurch@cccti.edu](mailto:dchurch@cccti.edu) or phone: 828-726-2210, if May 21, 2014 at 6:00 p.m. will accommodate the Watauga County Commissioners' schedule. Since a meal will be provided, we will need to know how many plan to attend by Thursday, May 15.

Sincerely,

Kenneth A. Boham, Ed.D.  
President

dlc

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210  
Email: [kboham@cccti.edu](mailto:kboham@cccti.edu) • Fax: 828.726.2300 • [www.cccti.edu](http://www.cccti.edu)

*An Equal Opportunity Educator & Employer*

**AGENDA ITEM 10:**

**PUBLIC COMMENT**

**AGENDA ITEM 11:**

**BREAK**

**AGENDA ITEM 12:**

**CLOSED SESSION**

Attorney/Client Matters – G. S. 143-318.11(a)(3)  
Personnel Matters – G. S. 143-318.11(a)(6)