



## **AGENDA**

Greater Asheville Regional Airport Authority Regular Meeting  
Friday, August 14, 2020, 8:30 a.m.  
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. In compliance with the state-wide mandate for COVID-19, members of the public may attend the Authority Board meeting at 8:30 a.m. on Friday, August 14, 2020 via Webex: 1-408-418-9388; Meeting Number (access code): 132 224 4536

- I. CALL TO ORDER
- II. SERVICE AWARD PRESENTATIONS:
  - A. Tina Kinsey – 10 Years
  - B. Keith Duffie – 10 Years
- III. DISCUSSION AND APPOINTMENT OF AT-LARGE MEMBER
- IV. PRESENTATIONS: None
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
  - A. Approve the Greater Asheville Regional Airport Authority July 10, 2020 Regular Meeting Minutes ([document](#))
- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
  - A. Approve Professional Services Contract for Land Planning ([document](#))



IX. DIRECTOR'S REPORT:

- A. Status of Golf Course Management Agreement ([document](#))

X. INFORMATION SECTION:

(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)

- A. June 2020 Traffic Report ([document](#))
- B. June 2020 Monthly Financial Report ([document](#))
- C. August 2020 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
- None identified at this time

XI. PUBLIC AND TENANTS' COMMENTS

In compliance with the state-wide mandate for COVID-19, Public and Tenant Comments will be as follows:

1. Please fill out a Comment Card located on the airport website here: <https://flyavl.com/boardcomment> by 3:00 pm on Thursday, August 13, 2020
2. Comments received, as specified above, shall be read during this Agenda period.

XII. CALL FOR NEXT MEETING: September 4, 2020

XIII. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations.



XIV. AUTHORITY MEMBER REPORTS:

- A. Key Strategic Elements ([document](#))

XV. ADJOURNMENT

*This agenda of the Greater Asheville Regional Airport Authority is provided as a matter of convenience to the public. It is not the official agenda. Although every effort is made to provide complete and accurate information in this agenda, the Greater Asheville Regional Airport Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before and/or during the Board meeting.*

**Asheville Regional Airport  
Executive Summary  
June-20**

**AIRPORT ACTIVITY**

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
<b>Passenger Enplanements</b>	20,183	(73.9%)	171,291	(52.5%)
<b>Aircraft Operations</b>				
Commercial	1,068	(55.1%)	7,112	(33.5%)
Scheduled Flights	471	(54.3%)		
Flight Cancellations	124			
Seats	37,480	(61.9%)	291,836	(38.2%)
Load Factor	53.9%	(31.5%)	58.7%	(23.2%)
General Aviation	3,895	(8.8%)	17,233	(19.7%)
Military	127	(46.4%)	822	(44.9%)

**FINANCIAL RESULTS**

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
<b>Operating Revenues</b>	\$ 622,404	(41.4%)	\$ 14,187,279	11.4%
<b>Operating Expenses</b>	1,093,523	17.9%	9,014,224	(21.1%)
<b>Net Operating Revenues before Depreciation</b>	<u>\$ (471,119)</u>		<u>\$ 5,173,055</u>	
<b>Net Non-Operating Revenues</b>	<u>\$ 166,846</u>	(51.2%)	<u>\$ 3,237,002</u>	(21.0%)
<b>Grants:</b>				
FAA AIP Grants	\$ 1,103,365		\$ 7,597,898	
NC Dept of Transportation Grants	-		30,923	
Total	<u>\$ 1,103,365</u>		<u>\$ 7,628,821</u>	

**CASH**

Restricted	\$ 12,145,394
Designated for O&M Reserve	5,201,092
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	8,961,041
Total	<u>\$ 26,957,527</u>

**RECEIVABLES PAST DUE**

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	36,392	10,550	1,750	24,092
Allegiant	34,433	19,885	-	14,548
FAA	147	-	-	147
TSA	9,646	210	280	9,156
Paradies	440	440	-	-
Spirit	14,456	5,226	4,063	5,167
Travelers	2,882	-	-	2,882
Worldwide	6,095	-	-	6,095
Miscellaneous	20,407	505	568	19,334
Total	<u>\$ 124,898</u>	<u>\$ 36,815</u>	<u>\$ 6,661</u>	<u>\$ 81,421</u>
% of Total Receivables	<u>26.76%</u>			

Note: Excludes balances paid subsequent to month-end.

**REVENUE BONDS PAYABLE**

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 15,750,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	1,835,000
	<u>\$ 21,000,000</u>	<u>\$ 17,585,000</u>

**CAPITAL EXPENDITURES**

Annual Budget	\$ 64,657,550
Year-to-Date Spending	\$ 32,787,548



**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
July 10, 2020**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, July 10, 2020 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

**MEMBERS PRESENT IN PERSON:** Matthew C. Burril, Chair; and Brad Galbraith, Vice-Chair

**MEMBERS PRESENT VIA TELEPHONE/VIDEO:** K. Ray Bailey; George H. Erwin, Jr.; Carl H. Ricker, Jr.; and Thomas M. Apodaca

**MEMBERS ABSENT:** Stephanie Pace Brown

**STAFF PRESENT IN PERSON:** Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; Christina Madsen, Properties and Contracts Manager; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

**STAFF AND LEGAL COUNSEL PRESENT VIA TELEPHONE:** Cindy Rice, Authority Legal Counsel; Kevan Smith, Chief of Public Safety; Tina Kinsey, Director of Marketing and Public Relations; John Coon, Director of Operations and Maintenance; Lisa Jump, Director of Administration and Human Resources; and Jared Merrill, Airport Planning Manager

**ALSO PRESENT VIA TELEPHONE:** Bob Davy, Mayor Pro-Tem, Town of Fletcher; Nick Loder, RS&H; Jason Sandford, Ashvegas.com; Jon McCalmont, Parrish & Partners; Zeke Cooper, Cherokee

**CALL TO ORDER:** The Chair called the meeting to order at 8:30 a.m.

**SWEARING IN OF BOARD OFFICERS:** Following election held at the May 8, 2020 Authority Board Meeting, Matthew C. Burril was sworn in as Chair and Brad Galbraith as Vice-Chair by the Clerk to the Board.

**PRESENTATIONS:** None

**FINANCIAL REPORT:** A review of enplanements, aircraft operations, and general aviation activity for the month of May was provided by the Director. Janet Burnette reported on the financial activity for the month of May.

**CONSENT ITEMS:**

**A. Approve the Greater Asheville Regional Airport Authority June 12, 2020 Regular Meeting Minutes:** Mr. Bailey moved to approve the Greater Asheville Regional Airport Authority June 12, 2020 Regular Meeting minutes. Mr. Erwin seconded the motion and it carried unanimously.

**OLD BUSINESS:** None

**NEW BUSINESS:**

**A. Approve Amendment to the FY20/21 Budget:** Janet Burnette stated that when the Board approved the FY20/21 Budget in April of 2020, the airport was experiencing significant negative financial impact resulting from the COVID-19 pandemic and the Board was informed that budget reductions were being made. Mrs. Burnette stated that the following budget amendment formalizes the reductions in the FY20/21 Budget and that a portion of the CARES Act funding would be used to offset the revenue shortfall:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the appropriations as follows:

**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Administrative Dept	\$240,606	
Planning Depart	26,300	
Executive Dept	101,900	0
Finance Dept	18,800	0
Guest Services Dept	8,250	0
Information Technology Dept	167,126	0
Marketing Dept	181,310	0
Operations Dept	1,197,360	0
Properties & Contracts Dept	35,700	0
Public Safety Dept	97,570	0
Capital Improvement	50,000	0
Renewal and Replacement	198,076	0
Totals	<u>2,322,998</u>	<u>0</u>

This will result in a net decrease of \$2,322,998 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Administrative (Interest Income)	\$100,000	\$0
Terminal	1,670,007	0
Airfield	721,963	0
General Aviation	15,236	0
Parking Lot	2,761,364	0
Other	45,410	0
Passenger Facility Charges	850,000	0
Customer Facility Charges	600,000	0
Federal Grants – CARES Act	0	4,440,982
Transfer – GARAA Cash/Investments	0	0
Totals	<u>\$6,763,980</u>	<u>\$4,440,982</u>

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 10<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Matthew Burrell, Chair

Attested by:

\_\_\_\_\_  
Ellen Heywood, Clerk to the Board

The Director stated that over \$3 million in reductions have been made to the budget as staff has also decreased approximately \$1 million in expenses for the operation of the parking facilities. This was not included in the budget amendment since some of the services will be brought back once passenger volumes increase.

Mr. Erwin moved to amend the FY2020/2021 Budget by adopting the budget ordinance amendment as presented by staff. Mr. Galbraith seconded the motion and it carried unanimously.

**DIRECTOR'S REPORT:** The Director advised the Board that he had a few additional items to include that were not on the agenda.

**A. Zachry Construction Change Order #4:** The Director reported that while working on the south employee parking lot as part of the south apron expansion project,

some storm water from piping on the airfield was found that needed mitigation. A change order in the amount of \$32,000 with Zachry Construction was approved by the Director.

**B. Board Terms:** The Director commented that a bill was passed by the NC state legislation that will stagger the terms of some of the Authority Board Members so that no more than two members roll off the Board at the same time.

**C. COVID-19:** As a pro-active measure, Authority employees will now undergo temperature testing each day as a means of managing employee health and wellness during the pandemic.

**D. Memorandum of Understanding with Federal Aviation Administration (FAA) for Air Traffic Control Tower (ATCT):** The Director stated that things are progressing nicely, and it appears hopeful that the Authority will enter into a long-term lease with the FAA for the new ATCT. Work on the environmental assessment continues and more information will be shared as it is received.

**E. Construction Project Update:** Michael Reisman provided an update on the airfield re-development, south apron expansion, water and sewer, and parking lot projects.

**F. Passenger Traffic:** The Director commented that passenger counts are improving with an average of 800 enplanements a day in June, up from 500 a day in May. The first part of July is averaging 1,000 enplaned passengers each day. Effective July 1<sup>st</sup>, the airport's concessionaire re-opened the restaurant for dining. The Director also shared some of the airport's current flight information and a brief discussion on flights and passenger trends took place.

**G. Terminal Tenant Rent:** The Director was pleased to report that staff implemented the waiver of tenant rents for one month and deferral of rent for two months. In order to take advantage of this program, tenant accounts had to be up-to-date by the end of June. Re-payment terms are being worked out with the tenants that expressed interest. Three tenants were not current and could not take advantage of the program.

**INFORMATION SECTION:** No comments

**PUBLIC AND TENANTS COMMENTS:** The Clerk to the Board read the public comments that were received relating to the purchase and operation of the Broadmoor Golf Course by the Authority. The Chair stated that the petition that was signed by 343 members of the public and submitted to the Clerk to the Board was not received by him as was stated in the e-mail that accompanied the petition, rather the petition was delivered to the airport.

**CALL FOR NEXT MEETING:** The Chair stated that the next regular meeting of the Authority Board will be held on August 14, 2020.

**AUTHORITY MEMBER REPORTS:** None

**CLOSED SESSION:** At 9:19 a.m. Mr. Galbraith moved to go into Closed Session Pursuant to Subsections 143-318.11 (a)(3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Apodaca seconded the motion and it carried unanimously.

The Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 11:48 a.m.

Mr. Bailey left the meeting during the Closed Session

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY JULY 10, 2020 CLOSED SESSION MINUTES:** Mr. Galbraith moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Erwin seconded the motion and it carried by a 5 to 0 vote.

**ADJOURNMENT:** Mr. Ricker moved to adjourn the meeting at 11:50 a.m. Mr. Apodaca seconded the motion and it carried by a 5 to 0 vote.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Matthew C. Burril  
Chair



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E.  
Executive Director

DATE: August 14, 2020

### **ITEM DESCRIPTION – New Business – Item A**

Approve Professional Services Contract for Land Planning

### **BACKGROUND**

The Authority owns approximately 120 acres of non-aeronautical land and just added an additional 193 acres with the purchase of the Broadmoor Golf Links golf course. Staff has been approached on several occasions with inquiries of development opportunities. Before acting on any of these requests or soliciting proposals for development, staff and the Board are wanting a clear path on the future development that will maximize non-aeronautical revenues for the Authority and provide the highest and best use of the property.

Recommendations for reputable firms were sought from several prominent individuals within the community. Staff contacted a couple of firms from those recommended and held discussions on the services that were desired, and the preferred outcome and deliverables expected at the conclusion of the assignment.

### **ISSUES**

None.

### **ALTERNATIVES**

The Board could decide to seek additional proposals, place this project on hold, or not proceed with a land planning process.

New Business – Item A



**FISCAL IMPACT**

The current fiscal year’s budget does not provide funding for this project. If approved to move forward, staff is seeking budget approval in the amount of \$\_\_\_\_\_ with a not to exceed price for this contract in the amount of \$\_\_\_\_\_, resulting in the Budget Amendment included below.

**RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) award contract to \_\_\_\_\_, in the amount of \$\_\_\_\_\_ ; and (2) authorize the Executive Director to execute the necessary documents.

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve a budget of \$\_\_\_\_\_ for the Land Planning Project; (2) approve the Land Planning project with \_\_\_\_\_ in the amount of \$\_\_\_\_\_ (\$\_\_\_\_\_ plus \$\_\_\_\_\_ allowance); (3) authorize the Executive Director to execute the necessary documents; and (4) amend the FY2020/2021 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the appropriations as follows:

**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>	
Executive Department			\$
Totals	_____	_____	\$
	_____	_____	\$

This will result in a net increase of \$\_\_\_\_\_ in the appropriations. Revenues will be revised as follows:



**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>	
Transfer from GARAA Cash			\$
Totals	<u>                    </u> <u>                    </u>	<u>                    </u> <u>                    </u>	\$

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 14th day of August, 2020.

\_\_\_\_\_  
Matthew Burrell, Chair

Attested by:

\_\_\_\_\_  
Ellen Heywood, Clerk to the Board



**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**



**PROPERTY MANAGEMENT AND OPERATIONAL AGREEMENT  
FOR BROADMOOR LINKS GOLF COURSE**

**BETWEEN**

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**AND**

**DREAMCATCHER BROADMOOR, LLC**

**Effective Date – August 1, 2020**

**PROPERTY MANAGEMENT AND OPERATIONAL AGREEMENT  
FOR BROADMOOR GOLF LINKS COURSE**

This Property Management and Operational Agreement for Broadmoor Links Golf Course ("Agreement") is entered into this first day of August 2020, ("Effective Date") by and between the Greater Asheville Regional Airport Authority ("Authority"), created pursuant to Session Law 2012-121 by the General Assembly of North Carolina on June 28, 2012, and DreamCatcher Broadmoor, LLC ("Operator"), a Tennessee limited liability company, authorized to do business in the State of North Carolina, (Authority and Operator herein together referred to as the "Parties").

**WITNESSETH**

**WHEREAS**, by August 1, 2020 Authority shall acquire the property commonly known as the Broadmoor Golf Links and amenities including an 18-hole golf course, clubhouse, driving range, restaurant, pro-shop and full liquor bar located at 101 French Broad Lane, Fletcher, NC 28732, in Henderson County, State of North Carolina; and

**WHEREAS**, Authority hereby desires to enter into an Agreement with Operator, and Operator hereby desires to accept from Authority the Premises (as defined in Section 1 of this Agreement), for the purposes set forth in this Agreement; and

**WHEREAS**, Operator agrees to use the improvements on the Premises in the manner provided for in this Agreement; and

**WHEREAS**, Operator represents it has the necessary experience and qualifications to provide all of the services involved in the operation of Broadmoor Golf Links Course.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, terms, privileges and obligations set forth herein, Authority and Operator hereby covenant and agree, for themselves, their successors and assigns, as follows:

**SECTION 1. PREMISES**

- 1.1 Authority shall provide to Operator the use of that certain parcel of real property, consisting of approximately 232 acres of land improved with an 18-hole golf course, pro shop, restaurant, and various structures and nonbuilding improvements, commonly known as Broadmoor Golf Links Golf Course, hereinafter referred to as "Premises" which parcel is shown on Exhibit "A", attached hereto and by this reference made a part hereof.
- 1.2 The Premises shall be used by the Operator during the Term hereof for the purpose of conducting a public golf course thereon together with a pro shop, driving range, restaurant, and such businesses which the Authority determines are reasonably related thereto.

- 1.3 Operator acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the golf course operation. Operator accepts the Premises in its "as is" present physical condition and agrees to make no demands upon Authority for any improvements or alteration thereof.
- 1.4 Operator hereby acknowledges the title of Authority, and/or any other public agencies having jurisdiction thereover, in and to the Premises and the improvements located thereon, and covenants and agrees never to assail, contest, or resist said title.
- 1.5 Ownership of all structures, buildings, or improvements constructed by Operator upon the Premises and all alterations, additions, or betterments thereto, shall vest to Authority. Operator and Authority agree that repairs are necessary to the clubhouse roof system. Operator shall provide to the Authority the proposed repair for approval and make the necessary repairs to the roof system within forty-five (45) days from the Effective Date. Unless the Parties mutually agree to extend the Term in writing, the Authority will reimburse Operator for the agreed upon cost of the repairs and any other approved capital expenditures at the end of the Term.

## **SECTION 2. TERM**

- 2.1 Term. The term of this Agreement shall be for a period of five (5) months commencing on the first day of August 2020 and shall end on midnight December 31, 2020, unless the Parties agree to mutually extend such term in writing.
- 2.2 Holdover. In the event Operator holds over beyond the Term herein provided with the consent, express, or implied of Authority, such holding over shall be from month to month only, subject to the same terms conditions of this Agreement, but it shall not be a renewal thereof.

## **SECTION 3. FEES AND CHARGES**

- 3.1 Operator Management Fee. Authority agrees to compensate Operator for the management and operation of the Premises in the amount of \$6,600 (six-thousand six hundred) dollars per month ("Operator Management Fee") throughout the Term of this Agreement. Such fee will be included as an operating expense and deducted from the monthly operating income as further described herein.
- 3.2 Operator Incentive Fee. Authority may pay Operator an Incentive fee to be negotiated between the parties in the event the Premises has operated at a net profit after any capital expenses have been paid or reimbursed to Operator at the end of the five month Term.
- 3.3 Operating Budget. Operator shall submit for review and approval to the Authority within forty-five (45) days of Effective Date, an Operating Budget, to include revenues and expenses for the Term of the Agreement.
- 3.4 Operating Expenses shall mean the expenses to operate and manage the Premises including but not limited to management fee for Operator including Operator's, insurance, payroll expenses, salaries, benefits, licenses, permits, supplies, marketing materials vendor supplies, utilities, and maintenance of the greens ("Operating Expenses").

3.5 Deposits. Operator shall assist Authority to open a Deposit Account in Authority's name to be used by Operator through its Subcontractor, defined in Section 13 below to prepare daily deposits for all Gross Receipts/Revenues received and Operator shall deposit prepared deposits, intact, daily in such bank or other depository account as the Authority's Executive Director shall, from time to time, require. Operator shall provide the Authority's Director of Finance with a copy of all daily deposit slips covering such deposits by 4:00 p.m. of Authority's next business day. On weekends, holidays and nights, Operator shall deposit Gross Receipts in such bank's or other depository's night deposit vault. In the event that Operator shall fail to make a daily deposit of Gross Receipts, Operator shall pay a penalty equal to ten percent of the undeposited Gross Receipts for each 24 hour delay in making such deposit, which amount shall be payable to Authority on demand.

3.6 Definition of "Gross Receipts/ Gross Revenue".

"Gross Receipts/ Gross Revenue" shall mean all income resulting from the rights and privileges granted by this Agreement in any manner whether by Operator, its clients or advertisers or parties operating through Operator, its Subcontractor's or Operators, from whatever source derived and whether for cash, credit or other things of value (subject to such exclusions, and only to such exclusions, as specifically set forth below.)

A. Gross Receipts/Gross Revenue shall include the total of amounts actually received from sales and the total amounts actually received for the performance of any act of service, of whatever nature it may be, for which a charge is made or credit allowed, so long as the act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise for, or at Broadmoor Golf Course. Included in "Gross Receipts/Gross Revenue" shall be all receipts for food and beverage, pro shop sales, green fees and cart fees, cash, and/or credits, of any kind or nature without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses, or other expenses whatsoever, EXCLUDED from "Gross Receipts/Gross Revenue" shall be the following:

1. Any tax collected from the consumer or purchaser and which is separately stated and recorded at time of sale.
2. Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business shall not be excluded.
3. Proceeds paid as a result of an insurable loss, unless paid for the loss or interruption of business.
4. Operator Management Fee

It is understood and agreed that the intent of the parties hereto is that the term "Gross Receipts/Gross Revenue" shall be all inclusive, except for those items specifically excluded above.

3.7 Reimbursements. Shall mean those reasonable and necessary expenses that have been approved by Authority authorized under this Agreement. Authority shall reimburse Operator within 30 days of Operator's submission of Operator's

Reimbursement request provided all required receipts and supporting documentation are in order.

3.8 Operating Account.

3.8.1 Operator through its Subcontractor, shall open an Operating Expense Account to be used by Subcontractor for payment of Operating Expenses exclusively for the Premises. Authority will deposit \$50,000 on or before July 31, 2020, ("Operating Minimum") into the Operating Expense Account.

3.8.2 Prior to the submittal of the proposed Operating Budget by Operator to Authority, Operator shall submit for review and approval any expense to be paid from the Operating Expense Account. Following approval by the Authority of the Operating Budget, Operator shall be allowed to pay those approved Operating Expenses. Operator shall submit to Authority a summary of all Operating Expenses paid, along with proof of payment by Operator by the 5<sup>th</sup> day of the month for expenses for the preceding month paid from the Operating Account throughout the Agreement Term. Any expense that is not listed in the Operating Budget requires advance written approval by Authority prior to expending any funds. In the event, any expense exceeds the amount approved in the Operating Budget, Operator must provide advance written justification of the overage to the Authority for approval of such expense. On the 10<sup>th</sup> day of each month, the Authority will transfer funds from the Deposit Account to the Operating Account to maintain an Operating Minimum.

3.9 Payroll Account. Bi-weekly, Operator will provide to Authority statement of payroll expenses and payroll schedule that identifies the payroll dates and the Authority will deposit such approved payroll expenses into the bank account identified by Operator that shall be used exclusively for the payroll expenses for the Premises. The Subcontractor will employ all staff required to meet the obligations in this Agreement.

**SECTION 4. FINANCIAL REPORTING**

4.1 Monthly Financial Statements. Operator shall, by the 15th day of every calendar month for the immediately preceding calendar month, prepare and remit a "Monthly Report/Statement of Gross Receipts/Gross Revenue and Operating Expenses," in such form(s) acceptable to Authority, with such receipts broken down into such categories and subcategories as shall be required so as to clearly evidence Operator's Gross Receipts/Gross Revenue and Operating Expenses and the source(s) thereof. All such sums in excess of operating expenses approved by the Authority, shall remain in the Operating Account for future expense payments and such amount shall be reconciled on the Monthly Financial Statement submitted by Operator to Authority.

4.2 Sales Records. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's pre-numbered receipt or verify the amount recorded on a slip. Said cash register shall in all cases have locked-in sales totals and transactions counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted including time of sale. Beginning and ending cash register readings shall be made a matter of daily record and shall be provided to the Authority upon request. In the event of a technical or

electrical failure of the cash register, Operator shall record by hand all collections and issue a sequentially pre-numbered customer's receipt in like manner.

- 4.3 Accounting Standard. Operator shall be required to maintain a method of accounting, to the satisfaction of the Authority, which correctly and accurately reflects the gross receipts, disbursements, of the Operator in connection with the entire operation of the Premises. The method of accounting, including bank accounts established for the operation of the Premises, shall be separate from the accounting system used for any other business operated by Operator or for recording Operator's personal financial affairs. Such method shall be in accordance with Generally Accepted Accounting Principles (GAAP) and include the keeping of the following documents:
- i. Regular books of accounting such as general ledgers.
  - ii. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
  - iii. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown.
  - iv. Any other reporting records that the Authority deems necessary for proper reporting of receipts.
- 4.4 Authority Inspection of Financial Records. All documents, books, and accounting records shall be open for inspection and re- inspection by the Authority at any reasonable time during the term of this Agreement and shall be turned over to the Authority upon termination of the Agreement. In addition, the Authority reserves the right to perform financial and compliance audits of the Operator and Operator's operations. These audits will be conducted to confirm the accuracy of the above mentioned records. The results of any audits conducted by the Authority shall be made available to Operator for Operator's inspection.
- 4.5 Recordkeeping. Operator shall keep complete records of account with regard to all monies collected hereunder. Operator shall also be responsible for and shall keep neat, readable starting sheets. Operator shall handle and account for all monies collected hereunder in a manner acceptable to the Authority, and all accounting records and starting sheets shall at all times be completely available for examination by the Authority.
- 4.6 Review Meetings. Throughout the term of this Agreement, the Operator or its representative shall meet with the Authority at least twice a month to review Operator's performance under this Agreement and to discuss any problems or matters as determined by the Authority.

## **SECTION 5. PERMITTED USES**

- 5.1 Subject to the other terms and conditions set forth in this Agreement, Operator shall operate the Premises as a golf course as the primary use. Authorization to conduct business on the Premises is strictly dependent upon Operator maintaining a golf course related business as the primary use which is a material term as defined. Should Operator cease these operations or reduce it to a level which is incidental to the Operator's operation on the Premises, that will constitute a default of this Agreement. Operator shall use the Premises and any Improvements only for those uses specifically set forth in this section, unless Operator obtains the prior written consent of the Authority's Executive Director (the "Executive Director").



- 5.2 Golf Professional Services. Operator is hereby authorized and required to sell and/or rent golf equipment; sell golf related clothing and supplies; provide instructional services in the playing of golf; rent golf mobiles and golf carts; and operate a driving range. Operator shall during reasonable business hours supervise, operate, and manage the practice driving range and practice putting green in an efficient, orderly, and business-like manner. Incident thereto, Operator shall furnish, at Operator's own expense, practice balls in good condition to persons who pay the prescribed driving range fee and shall provide, manage, and operate the necessary golf ball retrieving equipment. Charges for use of the driving range shall be comparable to and competitive with charges for range use at other comparable public golf courses and golf ranges in the Asheville regional area.
- 5.3 Food and Beverage Services. Operator shall sell food and beverages, soft drinks, and alcoholic beverages with the proper licenses from the local and state governmental entities in the State of North Carolina.
- A. Existing Furnishings and Equipment. All of the Authority-owned furnishings and equipment in the restaurant on the Premises as described in the inventory list as Exhibit B, attached hereto and by this reference made a part hereof, may be used by Operator. Operator shall, maintain and repair such furnishings and equipment so utilized throughout the term of this Agreement. Authority shall reimburse Operator within 30 days of Operator's submission of Operator's reimbursement request of any approved repairs.
- B. Agreements and Licenses. The operation by Operator of a food and beverage concession on the Premises is contingent upon Operator's obtaining and maintaining the necessary licenses and Agreements allowing the sale of food and beverages including liquor in the concession area. Operator shall proceed in accordance with applicable statutes, ordinances, codes, regulations and rules to obtain the issuance of such licenses and Agreements as soon as the Agreement has been executed. All expenses to obtain the liquor license are eligible as an Operating Expense and will be included in the submitted Operating Budget. During the Agreement Term, if any liquor license is revoked, all rights of Operator shall terminate, and Authority shall be relieved from any and all obligations under this Agreement.
- C. Food and Beverage Products. Operator shall provide and maintain the necessary inventory of food and beverage products required to satisfy the public demand. Therefore, all such products sold or kept for sale by Operator shall be of the highest quality, wholesome and pure, and shall conform to the Federal, State, and County food laws, statutes, ordinances, codes, rules, and regulations in all respects. No adulterated, misbranded, or impure articles shall be sold or kept for sale by Operator and all food and beverage products kept on hand by Operator shall be stored and handled with due regard for sanitation. In the event that Operator's food and beverage products are deemed by the Authority to be less than the highest quality, the Authority shall have the right to order the improvement of the quality of any such product kept or offered for sale.
- 5.4 Building and Equipment Maintenance Services. Operator shall, keep and maintain the Premises and all buildings, structures, improvements, fixtures, trade fixtures, equipment, and utility systems which may now or hereafter exist thereon in good, operable, usable,

and sanitary order and repair and maintenance in a good, safe condition throughout the term of this Agreement, providing for such repairs, replacements, rebuilding, and restoration as may be required by the Authority to comply with the requirements hereof shall be done with operating revenues approved by the Authority. All such repairs and/or any modifications or additions to the facilities shall have the prior written approval by the Executive Director prior to their implementation by Operator.

5.5 Grounds Maintenance Services. Operator shall provide grounds maintenance services including, but not limited to, the obligation to mow, edge, trim, overseed, fertilize, aerate, irrigate, sod, change cups, service tees, topdress, raise divots, rake traps, spray, mop, spot irrigate, syringe, and renovate turf and shrub areas designated hereunder, as well as provide weed, disease, and pest control; tree maintenance; maintenance of irrigation systems including mainlines, pumps, boosters, and controllers; keep swales in good repair; and to provide the necessary maintenance of any structures and equipment, and other duties to ensure grounds are maintained. Authority has provided the equipment listed on Exhibit B to operate and maintain the golf course. In the event Operator determines that the items listed in Table 1 below are unacceptable or are not repairable for operation on the Premises, the Authority will not be obligated to reimburse Operator for any disposal of these items. Operator agrees any disposal will be completed in accordance with all laws and requirements of Authority.

Table 1	
Reel Mower (green/rough)	Jac. Tri-King
Greens Aerator - Walk Behind	Toro
Rough Mower	John Deere
Truckster for coreharvester	Cushman
Bushhog acc	Bushhog
Aerator acc	Verti-drain
Greens brush assy	Dragbrush assy

**SECTION 6 – TAXES AND ASSESSMENTS**

Operator shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, sales tax, and storm water utility charges) and impact fees which are levied against or in connection with the Premises, Operator's interest therein and the property and improvements of Operator for the term hereof or attributable to Operator's activities at the Premises. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Operator shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Premises was under Agreement to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Premises exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Operator shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Operator's obligations under this Paragraph shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of North Carolina of the right to assess, levy



or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Operator.

## **SECTION 7. OPERATOR RESPONSIBILITIES**

- 7.1 Submittal of Operating Budget. Operator shall submit for review and approval to the Authority within forty-five (45) days of Effective Date, an Operating Budget, to include revenues and expenses for the Term of the Agreement.
- 7.2 Compliance with Laws. Operator shall conform to and abide by all laws, ordinances, statutes, codes, rules and regulations, insofar as the same or any of them are applicable; and where Agreements and/or licenses are required for the golf course operation hereunder and/or any construction authorized herein, the same must first be obtained from the regulatory agency having jurisdiction thereover.
- 7.3 Disorderly Persons. Operator shall exercise every reasonable effort not to allow any loud, boisterous, or disorderly persons to loiter about the Premises.
- 7.4 Illegal Activities. Operator shall not knowingly permit any illegal activities to be conducted upon the Premises.
- 7.5 Signs. All exterior signs on the Premises shall comply with the pertinent laws, ordinance, codes and regulations for the jurisdiction of the Premises, and also shall be approved prior to installation by the Executive Director.
- 7.6 Public Use. Operator shall use its best efforts to maximize the public use of Broadmoor Golf Course and the facilities thereon.
- 7.7 Support for Development. If requested by Authority, Operator shall provide to Authority such corporate planning, design, financing and construction support as Authority may request to assist it in designing and developing additional facilities on the Premises
- 7.8 Operator's Staff.
  - A. Operator and Operator's staff shall at all times maintain high standard of services to the public without rudeness but rather with dignity and courtesy.
  - B. Operator shall maintain a staff of adequate number and sufficient training. The Authority may at any time give Operator written notice to the effect that the conduct or action of a designated employee of Operator is, in the reasonable belief of the Authority, detrimental to the interest of the public patronizing the Premises. Following Authority's written notice, Operator shall, meet with representatives of the Authority to consider the appropriate course of action with respect to such matter and Operator shall take reasonable measures under the circumstances to assure the Authority that the conduct and activities of Operator's employee will not be detrimental to the interest of the public patronizing the Premises.
  - C. Operator shall establish an identification system for personnel assigned to the golf course starter service which clearly indicates to golf course patrons the name of the person(s) on duty and responsible for collecting green fees. The identification

system shall be furnished at the Operator's expense and shall include appropriate attire, name badges and/or name plates.

7.9 Utilities.

- A. Operator shall provide and pay for any necessary utilities at the golf course which is allowed as an operating expense.
- B. All existing telephone numbers that identify Broadmoor Golf Course to the public shall be placed in the name of the Operator and shall not be changed or be transferable to any other location. Operator waives any and all claims against Authority for compensation for loss or damage caused by a defect, deficiency, or impairment of any utilities system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises.

7.10 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health shall be permitted to remain on the Premises, and Operator shall prevent any accumulation thereof from occurring.

7.11 Security Device. Operator may provide any reasonable, safe and legally permissible devices, mechanisms, or equipment designed for the purpose of protecting the Premises from theft, burglary or vandalism. All purchases and installation thereof shall be at Operator's expense. During the last thirty (30) calendar days preceding the termination of this Agreement, Operator shall remove same from the Premises other than those items which cannot be accomplished without damage to the realty as determined by the Authority.

7.12 Safety. Operator shall immediately correct any unsafe condition or practice noted by Operator and/or reported thereto by Authority, Authority's officers, agents, or employees, or any other person whomsoever; and Operator shall:

- A. Obtain emergency medical assistance for any member of the public in need thereof because of illness or injury occurring anywhere on the Premises;
- B. Report any instance of serious injury or death occurring on the Premises to Authority, in writing, within twenty-four (24) hours after any such occurrence; and
- C. Upon request by Authority, cooperate fully with Authority or any authorized officer/employee/representative/agent thereof, in the investigation of any injury or death occurring on the Premises during the life of the Agreement.

7.13 Days and Hours of Operation. Operator shall keep the Premises open every day, including Saturdays, Sundays and holidays, except Christmas. The minimum hours of operation shall be the same as for the golf course starter office on each day said

operation is required to be open. Any changes in the days and hours of operation heretofore prescribed shall be subject to prior expressed written approval by the Executive Director.

- 7.14 Prices. Operator shall at all times maintain a complete list or schedule of the prices charged for all goods and services, or combinations thereof, supplied to the public on or from the Premises. Said prices shall be fair and reasonable based upon the following considerations: that said operation is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied at comparable public golf courses in the reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this Agreement. In the event the Authority notifies Operator that the prices being charged are not fair and reasonable, Operator shall have the right to confer with the Authority to justify the prices. Following reasonable conference and consultation, Operator shall make such price adjustments as may reasonably be ordered by the Authority.

## **SECTION 8. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS**

- 8.1 Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.
- 8.2 Operator expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.
- 8.3 Operator agrees to require any lights in the Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.
- 8.4 Operator expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.
- 8.5 The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Operator also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

## **SECTION 9. HAZARDOUS MATERIALS**

- 9.1 Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:
- 9.2 “Environmental Laws” shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.
- 9.3 “Hazardous Materials” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “**Hazardous Material**” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. **Sections** 9601 et seq.) (“**CERCLA**”), or pursuant to the General Statutes of North Carolina, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority’s rules and regulations.
- 9.4 “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.
- 9.5 Operator’s Agreement. Operator agrees that neither it nor its officers, agents, employees, contractors, Subcontractors, , licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises, or transported to or from the Premises; provided that Operator may use such substances as are customarily used in golf course management so long as such use is in strict compliance with all applicable Environmental Laws.
- 9.6 Environmental Indemnity. Operator shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorney’s fees) arising upon the Effective Date, during or after the term of this Agreement as a result of or arising from (i) a breach by Operator of its obligations contained in subparagraph 9.5) above, or (ii) any Release of Hazardous Materials from, in, or about the Premises caused by the act or omission of Operator, its officers, agents, employees, contractors, Subcontractors, , licensees or invitees.
- 9.7 Environmental Audit. Upon reasonable notice to Operator, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Operator’s operations to determine whether Operator has breached its obligations under subparagraph 9.5 above. Operator shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Operator.

## **SECTION 10. DESTRUCTION OF PREMISES AND WAIVER OF DAMAGE**

- 10.1 In the event the Premises shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, the Agreement will terminate and Authority shall make the loss adjustment with the insurance company insuring the loss and receive payment of the proceeds of insurance. If the destruction is from a risk for which insurance coverage is not required or provided under said policy of insurance, the Agreement will terminate.
- 10.2 Operator hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Premises, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

## **SECTION 11. INDEMNIFICATION**

- 11.1 Operator agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents of each, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Premises or any improvements thereto, of Operator's operations thereon, or the acts or omissions of Operator's officers, agents, employees, contractors, Subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's sole negligence or by the joint negligence of Authority and any person other than Operator or its officers, agents, employees, contractors, Subcontractor, invitees, or licensees, or (ii) arising out of the failure of Operator to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Operator. The provisions of this paragraph shall survive the expiration of earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.
- 11.2 The foregoing provisions of this paragraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Operator under this Agreement

## **SECTION 12. INSURANCE**

- 12.1 Operator shall purchase and maintain throughout the term of this Agreement the following insurance which shall be included as an allowed operating expense:
- 12.2 Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Personal Injury coverage, as applicable), Liquor Liability, Employment Practices, Crime Liability, Pollution Liability protecting Operator, the Greater Asheville Regional Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Operator's use or occupancy of, or the conduct of its operations on, the Premises and any improvements thereto, in such form and with such Operator or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Operator's covenants to and indemnification of the Authority under this Agreement, and with the insurance Operator obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and
- 12.3 Workers compensation insurance as required by the laws of North Carolina; provided, however, that Operator may self-insure its workers compensation liability, if in compliance with North Carolina law. Employers Liability coverage is also required with limits of liability not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.
- 12.4 At least three (3) business days prior to the commencement of the term of this Agreement and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Operator, Operator shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.



## 12.5 Minimum Limits of Insurance

Operator, or any party the Operator subcontracts with, shall maintain limits of liability of not less than those set forth below.

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$5,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$5,000,000 per occurrence for personal and advertising injury;
  - (iii) \$5,000,000 aggregate for products and completed operations; and,
  - (iv) \$5,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**  
\$1,000,000 per accident for bodily injury and property damage.
3. **CRIME LIABILITY INSURANCE:** Not less than \$1,000,000 for each occurrence covering all employees, including sub-contractors, who have access to or responsibility for or who handle any funds associated with or generated on or from the Premises.
4. **WORKERS' COMPENSATION INSURANCE** as required by the State of North Carolina with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:
  - (i) \$500,000 each accident for bodily injury;
  - (ii) \$500,000 disease each employee; and,
  - (iii) \$500,000 disease policy limit.
5. **LIQUOR LIABILITY INSURANCE** for alcoholic beverages that are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:
  - (i) \$5,000,000 per occurrence;
  - (ii) \$5,000,000 aggregate for bodily injury and property damage;
6. **POLLUTION LIABILITY/ENVIRONMENTAL IMPAIRMENT:**  
\$3,000,000 per occurrence.

## **SECTION 13. ASSIGNMENT SUBLETTING AND TRANSFERS**

- 13.1 Operator is allowed to sublease the management and operation of the Broadmoor Golf Course to KemperSports Management Inc., an Illinois corporation authorized to do business in North Carolina (Subcontractor). Operator shall provide oversight and ensure that all requirements and provisions of this Agreement shall be included in the Agreement between Operator and Subcontractor. No other assignment or subleasing or any of the rights granted to it hereunder or sublet on the Premises or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion. Notwithstanding Subcontractor, Operator remains responsible for all duties and obligations of this Agreement

- 13.2 Any attempted assignment, hypothecation, mortgage, or license without the consent of the Authority shall render this Agreement null and void.
- 13.3 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Operator shall be binding upon any transferee thereof.
- 13.4 Shareholders and/or partners of Operator may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Operator to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, prior Authority approval thereof shall be required. Consent to any such transfer shall be at the Authority's discretion, which consent shall not be unreasonably withheld.

#### **SECTION 14. TERMINATION OF AGREEMENT**

- 14.1 Upon the occurrence of any one or more of the events of default described in this Agreement, this Agreement shall be subject to termination following any applicable cure periods. As a condition precedent thereto, the Authority shall give Operator ten (10) calendar days' notice electronically, or by certified mail of the date set for cancellation thereof; the grounds therefor; and that an opportunity to meet with Authority will be afforded on or before said date, if request is made therefor.
- 14.2 Upon termination, Authority shall have the right to take possession of all funds, and of the Premises, including all improvements, equipment, and inventory located thereon, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.
- 14.3 Action by Authority to effectuate a termination and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 14.4 Authority shall have the right to terminate this Agreement in the event the Premises operates at a net loss for any month during the Term of the Agreement. In the event the Authority terminates in accordance with this Section 14.4, Authority agrees to pay the Operator the remaining Management Fee due.

#### **SECTION 15. EVENTS OF DEFAULT**

- 15.1 The occurrence of any of the following events shall constitute a material default and breach of the Agreement by Operator:
- A. The abandonment, vacation or discontinuance of golf course facilities/operations/activities/services on the Premises as authorized and required by the Agreement for more than twenty-four (24) consecutive hours by the Operator unless such abandonment, vacation or discontinuance is due to a Force Majeure event or Authority action.



- B. The failure of Operator to operate in the manner required by this Agreement, where such failure continues for more than ten (10) calendar days after written notice from the Authority to correct or to make diligent efforts to correct, the condition therein specified.
- C. The failure to maintain the Premises as required for Broadmoor Golf Course where such failure continues for more than ten (10) calendar days after written notice from the Authority for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Operator shall have immediately, following receipt of such notice, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Authority.
- D. The failure to reasonably maintain the improvements constructed thereon in the state of repair required hereunder and in a clear, sanitary, safe, and satisfactory condition, where such failure continues for more than ten (10) calendar days after written notice from the Authority for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Operator shall have immediately, following receipt of such notice, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Authority.
- E. The failure of Operator to keep, perform and observe all other promises, covenants, conditions and terms set forth in this Agreement, when such failure continues for more than thirty (30) calendar days after written notice from the Authority for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Operator shall have commenced to perform whatever may be required to cure the particular default within ten (10) calendar days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Authority.
- F. The occurrence of any of the following:
  - 1. Operator's becoming insolvent, or the making by Operator of any general arrangement or any assignment for the benefit of creditors;
  - 2. The filing by or against Operator of a petition to have Operator adjudged a Bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (UNLESS, in the case of a petition filed against Operator, the same is dismissed within sixty (60) calendar days) ;

- 3. The appointment of a receiver to take possession of substantially all of Operator's assets located in or on the Premises or of Operator's interest in the Agreement, where possession is not restored to Operator within thirty (30) calendar days; or
  - G. The discovery by Authority that any financial statement provided Authority by Operator, any assignee of Operator, any successor in interest of Operator, or any guarantor of Operator's obligations under the Agreement, and/or anyone or more of such persons or entities, was materially false.
  - H. The failure by Operator to provide and/or submit financial records and reports as required under this Agreement.
- 15.2 The occurrence of the following events shall constitute a material default and breach of the Agreement by Authority: the failure of Authority to keep, perform and observe all other promises, covenants, conditions and terms set forth in this Agreement, when such failure continues for more than thirty (30) calendar days after written notice from the Operator for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Operator shall have commenced to perform whatever may be required to cure the particular default within ten (10) calendar days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent allowed by the Operator.

**SECTION 16. NOTICES**

Except as otherwise expressly provided in this Agreement, all notices, consents, approvals and other communications provided for under this Agreement shall be in writing and shall be either delivered electronically or U.S. mailed by certified mail, return receipt requested, or by receipted overnight delivery, to Authority and Operator at the following addresses:

**by U.S. Mail**

**AUTHORITY**

Executive Director  
 Greater Asheville Regional Airport Authority  
 61 Terminal Drive, Suite 1  
 Fletcher, NC 28732

**OPERATOR**

President & CEO  
 DreamCatcher Broadmoor, LLC  
 40 South Main Street, Suite 2500  
 Memphis, TN 38103  
 email address:  
[Ghnedak@dreamcatchershotels.com](mailto:Ghnedak@dreamcatchershotels.com)

**With Copy to:**

Zeke C. Cooper  
 DreamCatcher Broadmoor, LLC  
 40 South Main Street, Suite 2500  
 Memphis, TN 38103  
 Email address:  
[zcooper@dreamcatcherhotels.com](mailto:zcooper@dreamcatcherhotels.com)

by Overnight Delivery

**AUTHORITY**

Executive Director  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

**OPERATOR**

President & CEO  
DreamCatcher Broadmoor, LLC  
40 South Main Street, Suite 2500  
Memphis, TN 38103

or to such other person or address as either Authority or Operator may from time to time designate by notice to the other in accordance with this Section.

**SECTION 17. AUTHORITY'S RESERVED RIGHTS.**

- 17.1 Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Premises, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Premises and to grant necessary utility easements therefor.
- 17.2 Authority reserves the right (a) to further develop, improve, repair and alter the Airport and the Premises and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Operator for loss of business or damages of any nature whatsoever to Operator occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors.
- 17.3 Operator covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport and the Premises, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition present to the granting of such federal funds, Operator shall promptly consent in writing to such modifications.

**SECTION 18. DISCRIMINATION NOT PERMITTED.**

- 18.1 Operator, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Operator shall use the Premises in

compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- 18.2 Likewise, Operator shall comply with laws of the State of North Carolina prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Operator authorize another person, with Authority's prior written consent, to provide services or benefits from the Premises or at the Airport, Operator shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Operator shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport and the Premises, and Operator agrees that it will adopt any such requirement as a part of this Agreement.
- 18.3 If Operator shall furnish any services to the public at the Premises or the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Operator shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.
- 18.4 In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to re-enter and repossess said Premises, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
- 18.5 Further, Operator assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Operator also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.
- 18.6 Operator assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Operator also assures Authority that it will require any contractors and Subcontractors (to the extent that such Subcontractors are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Operator's operations under this Agreement.

**SECTION 19. Miscellaneous.**

- 19.1 Paragraph Headings. The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.
- 19.2 Non-exclusive Rights. Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Operator's right to possession of the Premises, the rights granted under this Agreement are non-exclusive.
- 19.3 Provisions. Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.
- 19.4 Time of Essence. For purposes of performance and interpretation of compliance under this Agreement, it is agreed by the parties that time is of the essence under this Agreement.
- 19.5 No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Operator hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.
- 19.6 Operator represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Operator to be conducted hereunder.
- 19.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.
- 19.8 North Carolina Radon Gas. As required by North Carolina law, Authority hereby includes the following notifications as part of this Agreement:



RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in North Carolina. Additional information regarding radon and radon testing may be obtained from your county public health unit.

- 19.9 Costs and Attorney's Fees. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Operator, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Operator shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.
- 19.10 Applicable Law. Operator hereby consents to the jurisdiction of the courts of the State of North Carolina and of the Federal District Court for the Western District of North Carolina with respect to any action instituted by the Authority and arising against Operator under this Agreement, and waives any objection which Operator may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Operator. Operator further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Operator under this Agreement.
- 19.11 Quiet Enjoyment. To the extent of its authority to provide the same under the Agreement Authority covenants that, if Operator shall perform all obligations and make all payments as provided herein, Operator shall peaceably have and enjoy the Premises and all the rights, licenses, privileges, appurtenances, and facilities granted herein; provided, however, that the foregoing covenants shall be binding on Authority only so long as it is the operator of the Airport and has the authority to make this covenant under the foregoing agreements.
- 19.12 Surrender. Operator covenants and agrees to yield and deliver peaceably to Authority possession of the Premises at the end of the Term, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as of the Effective Date, or, if improved, in as good condition as of the completion date of the last improvement made to the Premises, excepting reasonable wear and tear.
- 19.13 Force Majeure
- A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing,

slow-downs, work stoppages or other labor actions affecting the rights or obligations of Authority or Operator hereunder, their respective contractors or Subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of Authority or Operator to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Operator's obligations to make payments when due to Authority pursuant to this Agreement.

B. Authority shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. Authority shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Premises and the Airport and Operator shall fully cooperate with Authority in these efforts.

- 19.14 No Personal Liability. No past, present or future officer, member, official, director, agent or employee of either party, shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval, or attempted execution of this Agreement.
- 19.15 No Third-Party Beneficiaries. Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof.
- 19.16 Construction of Agreement. Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.
- 19.17 Severability. If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of North Carolina or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.
- 19.18 Operator is an Independent Contractor. It is expressly understood and agreed by and between the parties hereto that Operator is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and Authority shall be in no way responsible for Operator's acts or omissions. No partnership or joint venture is created hereby.

19.19 Consents and Approvals. If any consent, approval, determination, judgment or concurrence is required of Authority or the Executive Director hereunder, it is agreed that such consent, approval, determination, judgment or concurrence may be withheld, granted or made at the sole discretion of Authority or said Executive Director.

IN WITNESS WHEREOF, this Agreement is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**

By:   
\_\_\_\_\_  
Lew Bleiweis, A.A.E.  
Executive Director

**DREAMCATCHER BROADMOOR, LLC**

By:   
\_\_\_\_\_  
Greg Hnedak  
President and CEO

**LIST OF EXHIBITS**

EXHIBIT A: Premises  
EXHIBIT B: Inventory List



# EXHIBIT "A"



EXHIBIT "B"  
Equipment Inventory

Blue Ridge Restaurant Equipment

16 Piney Park Road  
Asheville, NC 28806

**Estimate**

Date	Estimate #
6/25/2020	12542

Asheville Regional Airport  
61 Terminal Drive, Suite 13  
Fletcher, NC 28732

Rep
TYR

Description	Qty	Cost	Total
*Broadmoor Golf Course: Equipment Appraisal:			
Manitowoc Ice Machine -Plating has worn off the grid plate and machine is making chips not cubes	1	300.00	300.00T
Two Door Reach In Refrigerator	1	1,000.00	1,000.00T
Two Door Reach In Freezer	1	1,200.00	1,200.00T
Fryer	1	0.00	0.00T
Grill	1	0.00	0.00T
Convection Oven	1	0.00	0.00T
Ten Burner Range with Double Oven/Salamander	1	400.00	400.00T
**The Units Listed Above at \$0.00 Are At The End or Past the End of Their Useable Life			
Nu-Vu Oven	1	2,000.00	2,000.00T
SS Enclosed Base Table with Double Overshelf	1	300.00	300.00T
Meat Slicer *Older Model, No Parts Available	1	50.00	50.00T
Robot Coupe Food Processor	1	900.00	900.00T

**Sales Tax (7.0%)**

**Total**

Customer Signature

Phone #
828-254-0100

Blue Ridge Restaurant Equipment

16 Piney Park Road  
Asheville, NC 28806

**Estimate**

Date	Estimate #
6/25/2020	12542

Asheville Regional Airport  
61 Terminal Drive, Suite 13  
Fletcher, NC 28732

Rep
TYR

Description	Qty	Cost	Total
20 qt Mixer	1	1,000.00	1,000.00T
Mixer Stand	1	75.00	75.00T
Three Compartment Sink	1	350.00	350.00T
Soil Dish Table with Pre Rinse Faucet	1	400.00	400.00T
Clean Dish Table	1	400.00	400.00T
Microwave Oven	1	200.00	200.00T
Section of Shelving	1	50.00	50.00T
Keg Cooler	1	2,200.00	2,200.00T
Beer Cooler	1	1,200.00	1,200.00T
48" Bottle Cooler	1	600.00	600.00T
Cookie Warmer	1	550.00	550.00T
Vollrath Warmer	1	175.00	175.00T
Chafers	3	75.00	225.00T
SS Work Table	1	150.00	150.00T
Three Compartment Sink	1	500.00	500.00T

**Sales Tax (7.0%)**

**Total**

Customer Signature

Phone #
828-254-0100

Blue Ridge Restaurant Equipment

16 Piney Park Road  
Asheville, NC 28806

**Estimate**

Date	Estimate #
6/25/2020	12542

Asheville Regional Airport  
61 Terminal Drive, Suite 13  
Fletcher, NC 28732

Rep
TYR

Description	Qty	Cost	Total
SS Work Table	1	150.00	150.00T
Stock Room Shelving	1	400.00	400.00T
Chest Freezer	1	100.00	100.00T
Walk In Cooler *Food Walk In Cooler Is Not Up To Current Health Department Stands and Could Be Required To Be Replaced At Any Time	1	400.00	400.00T
Step In Beer Cooler	1	2,500.00	2,500.00T
Patio Heaters	4	100.00	400.00T
Beverage Caddy	1	600.00	600.00T
Green Paisley Chairs	115	15.00	1,725.00T
Red Paddle Chairs	42	5.00	210.00T
Gray Folding Chair	56	3.00	168.00T
Patio Chairs	15	20.00	300.00T
Square Tables	33	30.00	990.00T
Square Folding Tables	7	30.00	210.00T
Square High Top Tables	5	40.00	200.00T

**Sales Tax (7.0%)**

**Total**

Customer Signature

Phone #
828-254-0100

Blue Ridge Restaurant Equipment

16 Piney Park Road  
Asheville, NC 28806

**Estimate**

Date	Estimate #
6/25/2020	12542

Asheville Regional Airport  
61 Terminal Drive, Suite 13  
Fletcher, NC 28732

Rep
TYR

Description	Qty	Cost	Total
18"W x 10'L Pick Up Table	1	200.00	200.00T
Smallware Items: Glasses, China, Flatware, Etc.	1	500.00	500.00T

No Plumbing, Mechanical OR Electrical Hook-Ups Are Included. Unless other terms are agreed upon in advance, payment in full is required on all equipment. ALL SALES ARE FINAL. No permit fees are included. All equipment remains the property Of Blue Ridge Rest. Equip.LLC untill all balances are paid in full. Any costs incurred to recover unpaid balances are the responsibility of the buyer. Customer agrees that Blue Ridge Restaurant Equipment, LLC and employees may enter premises to recover all equipment. All deposits are non-refundable.

CUSTOMER HAS READ AND AGREED TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

<b>Sales Tax (7.0%)</b>	\$1,629.46
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<b>Total</b>	\$24,907.46
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Customer Signature

Phone #
828-254-0100

## Warrior Property Equipment Inventory

### Grounds

Piece/Description	Brand	Model	Year	Hours	leased/owned
Truckster/Topdresser	Toro	3200	2008		Owned
Truckster/Haul Cart (1)	John Deere	2020	1995		Owned
Sprayer/Truckster	John Deere		1998		Owned
5 Gang Rough Mower	Jacobsen		2011		Owned
ReelMaster - Fairway Mower	Toro	5510	2011	3870	Owned
GreensMaster - Greens mower	Toro	3150-Q	2010	3994	Owned
GreensMaster - Greens mower	Toro	3150-Q	2010	3916	Owned
GreensMaster - Tees and Fringes	Toro	3150	2007	3966	Owned
Groundsmaster - Deep rough/utility mower	Toro	228	2006	5187	Owned
Spray Rig	John Deere	2020	1998	3549	Owned
Tractor	Massey Ferguson		2000		Owned
Coreharvester accessory	Cushman	accessory	1990		Owned
Sand Pro	Toro	3020	2008	3769	Owned
Topdresser	Toro	1800	2004		Owned
Leaf Blower/Tractor acc	Agrimetal				Owned
Fert. Spreader/Tractor acc	Vicon		2000		Owned
Sod Roller	Brouwer				Owned
Box Blade acc	Box-blade		1990		Owned
Pushmower	Cub Cadet		2008		Owned
Push Spreader (2)	Scott s	R-8			Owned
Water Pump	Honda	8hp	2004		Owned
Water Pump	Wayne	4hp	2013		Owned
Drillpress	Jet				Owned
Stick Welder	Miller		2000		Owned
Tank/hose assy	Oxy/acet outfit		2000		Owned
Shielded Spray Assy	Windfoil	5 gal	2000		Owned
Chainsaw	Stihl	MS362	2013		Owned
Hedgetrimmer	Stihl	HS45	2008		Owned
Weedeaters (2)	Stihl	FS130	2010		Owned
B-P Blower	Stihl	BR420C	2006		Owned
Shop Air Compressor					Owned
5 Gang Rotary Rough Mower	Jacobsen	AR5	2011	#	Owned
Polesaw	Stihl	HT131	2013		Owned
Portable Sprayer	Ag Spray	15 gal	2016		Owned
BP Blower	Stihl	BR450	2016		Owned

**Warrior Golf - Kitchen Equipment Inventory**

<b>Kitchen/Bar Inventory</b>	<b>Leased/ Owned</b>	<b>Condition</b>	<b>year</b>
Ice Machine	owned	OK	1999
refridgerator side by side	owned	good	2014
Freezer side by side	owned	Ok	2014
Fryer (2 baskets)	owned	good	2000
Grill	owned	good	2000
grill	owned	OK	2000
warmer	owned	OK	2006
meat slicer	owned	good	
Bun Warmer	owned	good	
microwave	owned	good	2018
Coffee/ tea	provide if we use product	good	2017
3 piece sink	owned	OK	1990
Chest freezer	owned	good	2018
Coke Coolers	Coke owns	good	
mixer	owned	good	
Beer walk in cooler	owned	excellent	2019
cookie warmer	owned	good	2015
4 tap Keg Cooler	owned	good	2019
Beer cooler	owned	good	2019
Beer cooler for mixers	owned	good	2005
<b>Event Inventory</b>	<b>How many</b>	<b>Condition</b>	
small butter knives	200	good	
Butter knives	100	good	
Steak Knives	92	good	
Forks	100	good	
Spoons	85	good	
Dessert forks	80	good	
Soup spoons	105	good	
Appetizer plates	147	good	
Clear dessert plates	119	good	
Soup Bowls	85	good	
Entree plates	90	good	
Salad Plates	119	good	
coffee cups	80	good	
wine glasses (white)	10	good	
wine glasses (red)	29	good	
Margarita Glasses	4	good	
Martini glasses	5	good	
Champagne glasses	100	Excellent	
Cognac glasses	10	good	
Rocks glasses	7	good	
Dessert glasses	9	good	
water glasses	42	good	
Regular glasses (beer)	104	good	
Metal Pitchers	14	good	
Clear Plastic Pitchers	6	good	
Coffee pots big and small	10	good	
Chaffing pans	20	ok	
salt and pepper shakers	37	good	
Chafing dishes	11	good	
Round chafers	2	ok	
Food Processor	1	ok	
Cake Stands	2	good	
carving station	1	ok	
outside grill	1	Bad	1990
umbrellas (2)	owned	good	2020
4 outdoor propane heaters	owned	excellent	2019



# Warrior Golf Event Inventory

<b>CHAIRS</b>	<b>Quantity</b>
White Wooden Folding Chairs	120
Green Paisley Padded Chairs	115
Red padded Chairs	42
Grey Metal Folding Chairs	56
Brown Leather Chairs/Loveseats	2
Patio Metal Chairs	15
Red Old Fashion Boutique Chairs	3
Floral Victorian Chairs	6

<b>TABLES</b>	
Square Tables(30" x30" )	33
Square Folding tables (32.5" x 32.5")	7
Banquet Round Tables ( 62" )	4
Banquet 6" Rectangle Tables	3
Banquet 8" Rectangle Tables	7
Square High Tops(23.5" x23.5")	5
Round High Top	1
Patio Metal Tables	6

<b>ACCESSORIES</b>	
White Wooden arch	
White Metal arch	
Podium	
American Flag	
Fire place	
Green Spiral Plants	2
Projector Screen Pre Hung	
Projector Screen Free Standing	
Easels	

<b>FOOD AND BEVERAGE</b>	
Rectangle Chaffing Dishes.....	
Ice Bucket	2
Glass Beverage Dispenser	2
Beverage Carts/Ice chest	

<b>LINEN (LEASED)</b>	
White Table Linen (61 x 61 ) (52 x 114)	
White Napkins	
White Table Skirts	
Black Table Linen ( 61 x 61) (52 x 114)	
Black Napkins	
Black Table Skirts	



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: August 14, 2020

### ITEM DESCRIPTION – Information Section Item A

June, 2020 Traffic Report – Asheville Regional Airport

### SUMMARY

With the COVID-19 pandemic continuing to affect air travel June, 2020 overall passenger traffic numbers were down 74.4% compared to the same period last year and were down by 62.8% compared to June, 2018. Passenger traffic numbers reflect a 73.9% decrease in passenger enplanements from June, 2019 and a 61.8% decrease from June, 2018. Enplanements for Fiscal Year to Date total 628,370 which is a 9.2% decrease over the same period last year, but an 18.4% increase over the same period in FY18.

### AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in June 2020 were down by 62.6%. There were 122 flight cancellations for the month.

American Airlines: American's June 2020 passenger enplanements represent a 62.1% decrease over the same period last year. There were no flight cancellations for the month.

Delta Airlines: Enplanements for Delta in June 2020 decreased by 95.1%. There were 2 flight cancellations for the month.

Spirit Airlines: Spirit experienced a 97.3% decrease in passenger enplanements in June 2020 compared to June 2019. There were no flight cancellations for the month.

United Airlines: In June 2020, United Airlines saw a decrease in enplanements by 90.4% over the same period last year. There were no flight cancellations for the month.

# Monthly Traffic Report Asheville Regional Airport

June 2020



Category	Jun 2020	Jun 2019	Percentage Change	*CYTD-2020	*CYTD-2019	Percentage Change	*MOV12-2020	*MOV12-2019	Percentage Change
<b>Passenger Traffic</b>									
Enplaned	20,183	77,313	-73.9%	171,291	360,785	-52.5%	619,599	681,607	-9.1%
Deplaned	<u>19,486</u>	<u>77,790</u>	-75.0%	<u>168,630</u>	<u>357,774</u>	-52.9%	<u>618,525</u>	<u>677,459</u>	-8.7%
<b>Total</b>	<b>39,669</b>	<b>155,103</b>	<b>-74.4%</b>	<b>339,921</b>	<b>718,559</b>	<b>-52.7%</b>	<b>1,238,124</b>	<b>1,359,066</b>	<b>-8.9%</b>
<b>Aircraft Operations</b>									
Airlines	520	1,115	-53.4%	3,888	5,895	-34.0%	11,249	11,003	2.2%
Commuter/ Air Taxi	<u>548</u>	<u>1,262</u>	-56.6%	3,224	4,799	-32.8%	9,690	10,839	-10.6%
<b>Subtotal</b>	<u>1,068</u>	<u>2,377</u>	-55.1%	<u>7,112</u>	<u>10,694</u>	-33.5%	<u>20,939</u>	<u>21,842</u>	-4.1%
General Aviation	3,895	4,271	-8.8%	17,233	21,457	-19.7%	43,380	40,229	7.8%
Military	<u>127</u>	<u>237</u>	-46.4%	<u>822</u>	<u>1,491</u>	-44.9%	<u>2,390</u>	<u>3,101</u>	-22.9%
<b>Subtotal</b>	<u>4,022</u>	<u>4,508</u>	-10.8%	<u>18,055</u>	<u>22,948</u>	-21.3%	<u>45,770</u>	<u>43,330</u>	5.6%
<b>Total</b>	<b>5,090</b>	<b>6,885</b>	<b>-26.1%</b>	<b>25,167</b>	<b>33,642</b>	<b>-25.2%</b>	<b>66,709</b>	<b>65,172</b>	<b>2.4%</b>
<b>Fuel Gallons</b>									
100LL	15,814	16,726	-5.5%	56,687	81,699	-30.6%	147,032	171,566	-14.3%
Jet A (GA)	118,083	154,941	-23.8%	355,798	533,287	-33.3%	1,184,967	1,398,546	-15.3%
<b>Subtotal</b>	<u>133,897</u>	<u>171,667</u>	-22.0%	<u>412,485</u>	<u>614,986</u>	-32.9%	<u>1,331,999</u>	<u>1,570,112</u>	-15.2%
Jet A (A/L)	<u>284,865</u>	<u>630,222</u>	-54.8%	<u>1,847,233</u>	<u>2,924,994</u>	-36.8%	<u>5,835,328</u>	<u>5,370,424</u>	8.7%
<b>Total</b>	<b>418,762</b>	<b>801,889</b>	<b>-47.8%</b>	<b>2,259,718</b>	<b>3,539,980</b>	<b>-36.2%</b>	<b>7,167,327</b>	<b>6,940,536</b>	<b>3.3%</b>

\*CYTD = Calendar Year to Date and \*Mov12 = Moving Twelve Months.

Tuesday, July 28, 2020

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

June 2020



	Jun 2020	Jun 2019	Percentage Change	*CYTD-2020	*CYTD-2019	Percentage Change
<b>Allegiant Air</b>						
Enplanements	12,280	32,838	-62.6%	81,457	150,110	-45.7%
Seats	20,814	40,782	-49.0%	129,099	199,887	-35.4%
Load Factor	59.0%	80.5%	-26.7%	63.1%	75.1%	-16.0%
<b>American Airlines</b>						
Enplanements	6,202	16,358	-62.1%	45,566	76,003	-40.0%
Seats	10,500	19,278	-45.5%	83,744	91,486	-8.5%
Load Factor	59.1%	84.9%	-30.4%	54.4%	83.1%	-34.5%
<b>Delta Air Lines</b>						
Enplanements	703	14,393	-95.1%	26,608	73,659	-63.9%
Seats	2,204	15,850	-86.1%	45,079	84,390	-46.6%
Load Factor	31.9%	90.8%	-64.9%	59.0%	87.3%	-32.4%
<b>Elite Airways</b>						
Enplanements	0	202	-100.0%	0	272	-100.0%
Seats	0	450	-100.0%	0	620	-100.0%
Load Factor	#Num!	44.9%	#Type!	#Num!	43.9%	#Type!
<b>Spirit Airlines</b>						
Enplanements	120	4,410	-97.3%	5,505	25,131	-78.1%
Seats	290	8,918	-96.7%	10,614	49,504	-78.6%
Load Factor	41.4%	49.5%	-16.3%	51.9%	50.8%	2.2%
<b>United Airlines</b>						
Enplanements	878	9,112	-90.4%	12,155	35,610	-65.9%
Seats	3,672	13,028	-71.8%	23,300	46,238	-49.6%
Load Factor	23.9%	69.9%	-65.8%	52.2%	77.0%	-32.3%

Tuesday, July 28, 2020

\*CTYD = Calendar Year to Date and \*Mov12 = Moving Twelve Months.

	Jun 2020	Jun 2019	Percentage Change	*CYTD-2020	*CYTD-2019	Percentage Change
<b>Totals</b>						
Enplanements	20,183	77,313	-73.9%	171,291	360,785	-52.5%
Seats	37,480	98,306	-61.9%	291,836	472,125	-38.2%
Load Factor	53.9%	78.6%	-31.5%	58.7%	76.4%	-23.2%

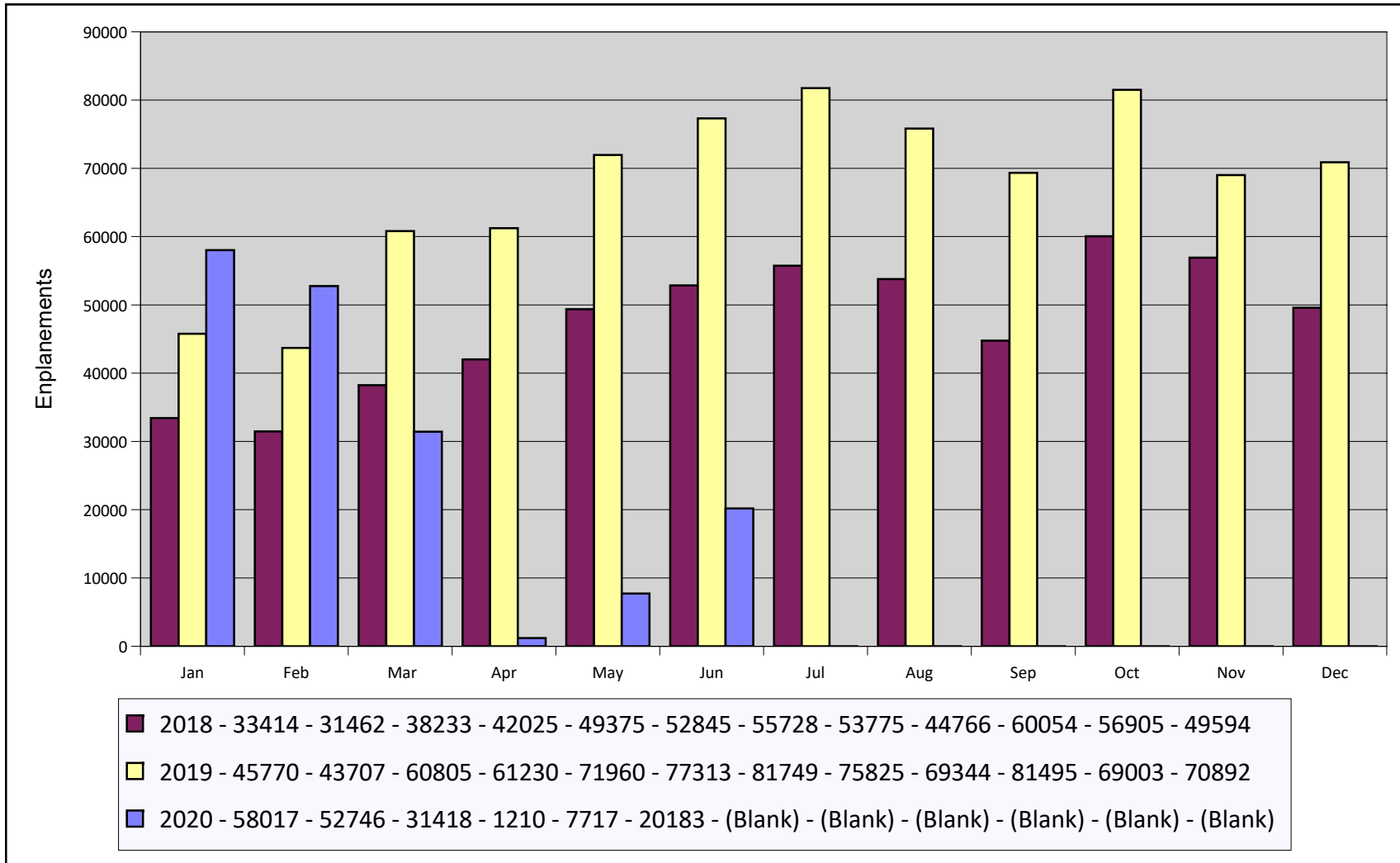
# Airline Flight Completions Asheville Regional Airport

June 2020

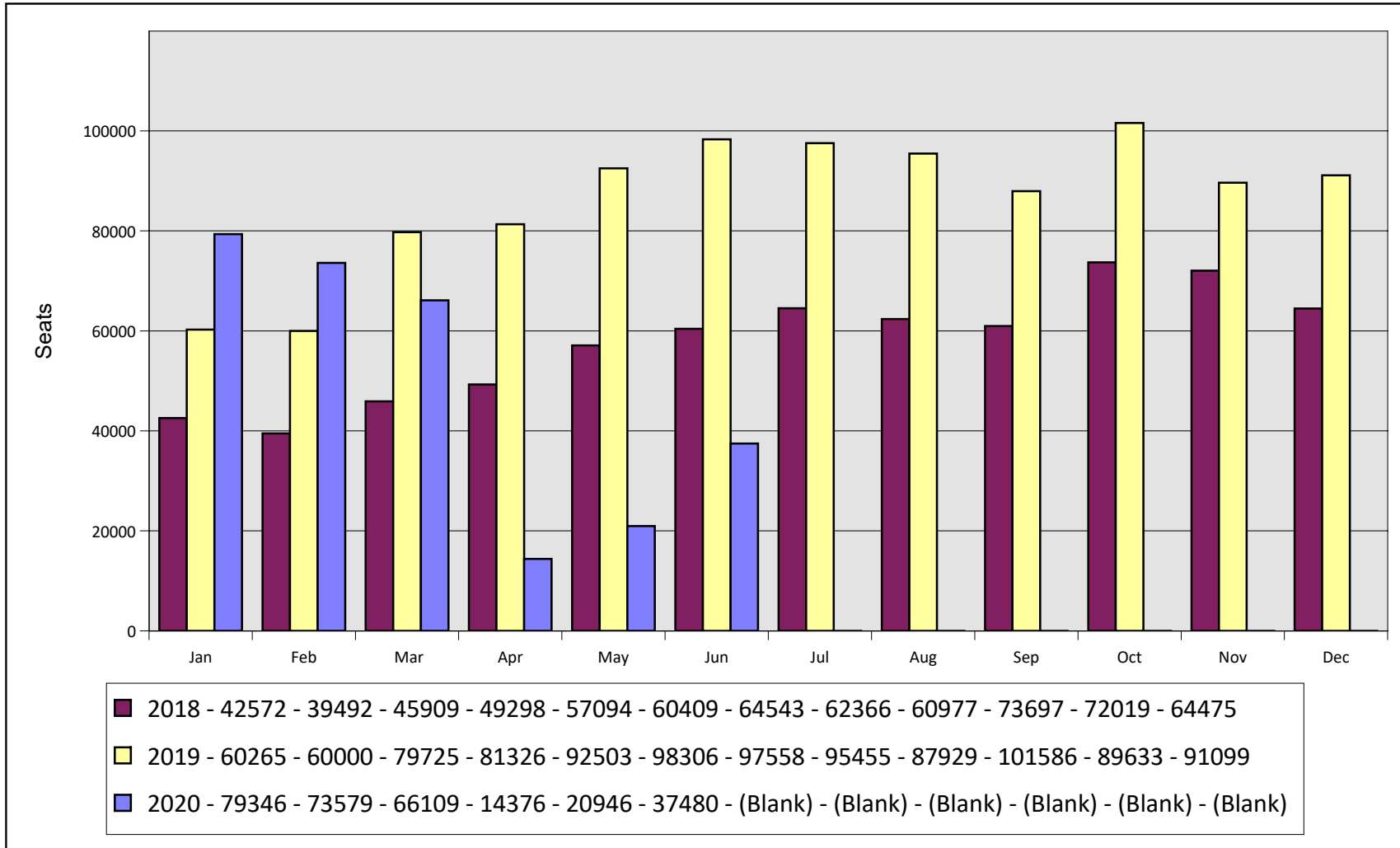


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed Flights
			Mechanical	Weather	Other		
Allegiant Air	242	0	0	0	122	122	49.6%
American Airlines	146	0	0	0	0	0	100.0%
Delta Air Lines	31	0	0	0	2	2	93.5%
Spirit Airlines	2	0	0	0	0	0	100.0%
United Airlines	50	0	0	0	0	0	100.0%
<b>Total</b>	471	0	0	0	124	124	73.7%

# Monthly Enplanements By Year Asheville Regional Airport

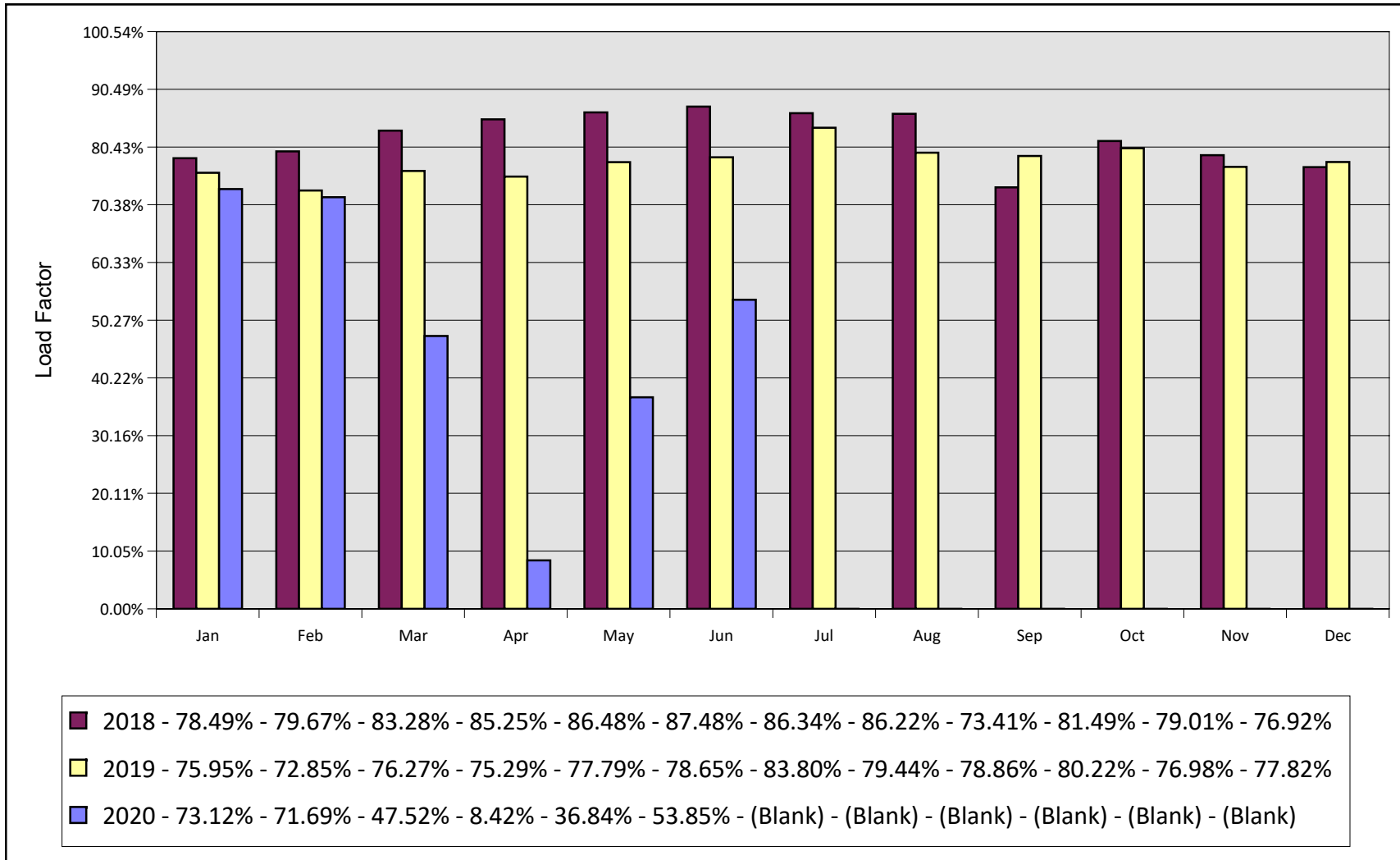


# Monthly Seats By Year Asheville Regional Airport

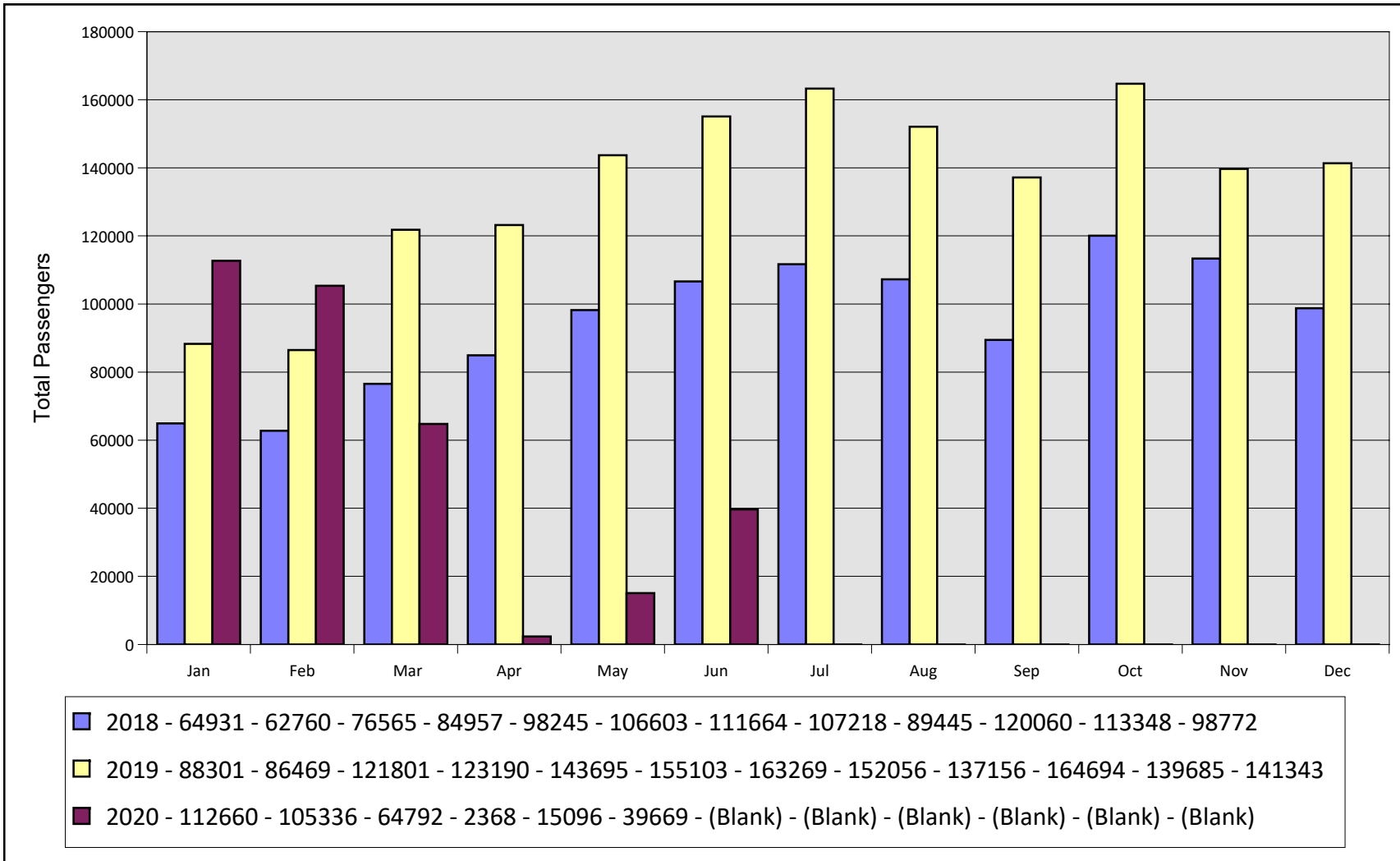




# Monthly Load Factors By Year Asheville Regional Airport

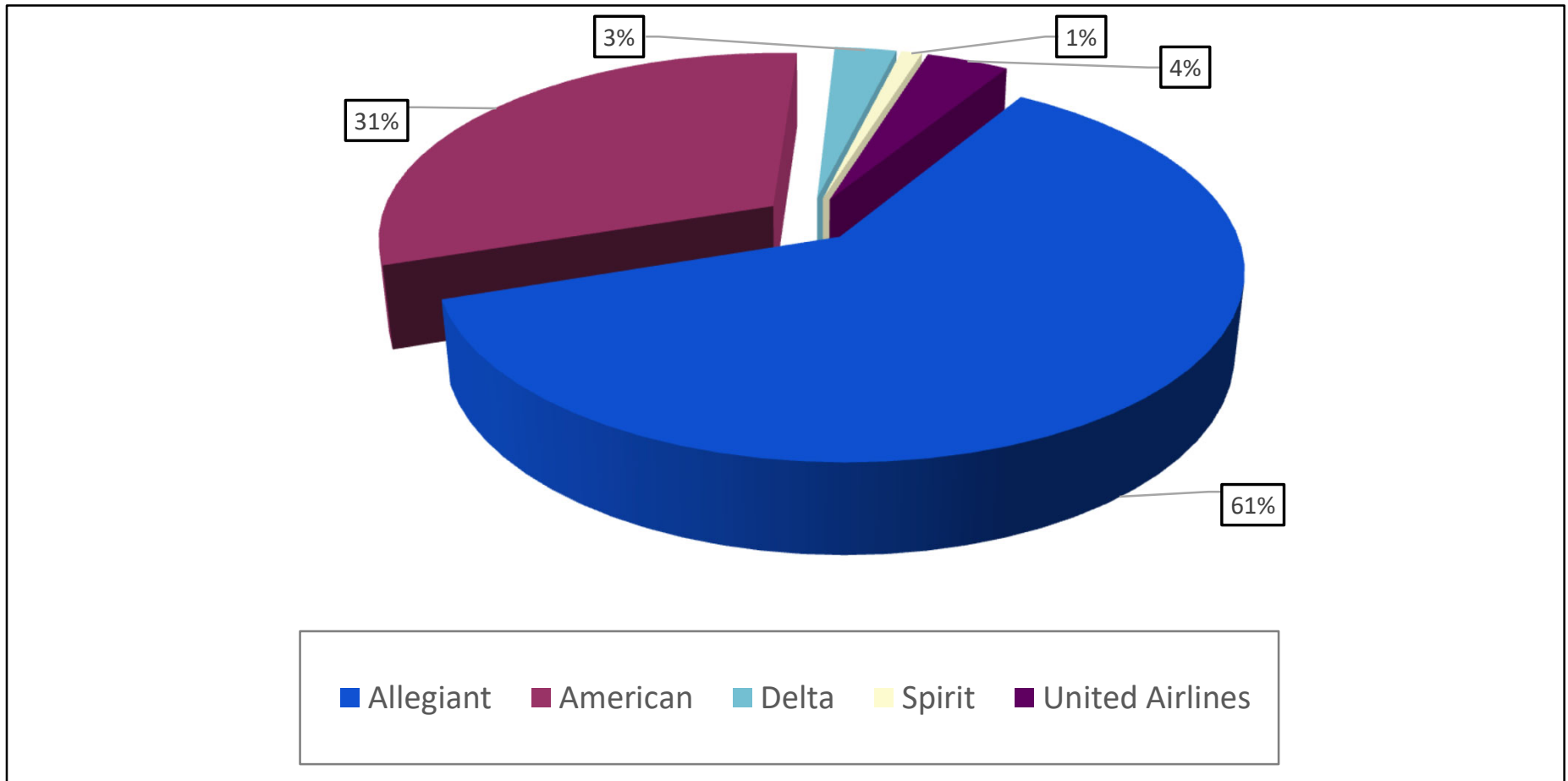


# Total Monthly Passengers By Year Asheville Regional Airport



# Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From June 2020 Through June 2020



AVL - Three month schedule Summary Report  
 August - October 2020 vs. 2019

Mkt AI	Travel Period		Aug-20		Aug-19		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
TQ	AVL	VRB	0	0	2	100	(2)	(100)	(100.0%)	(100.0%)
TQ	VRB	AVL	0	0	2	100	(2)	(100)	(100.0%)	(100.0%)
AA	AVL	CLT	31	2,356	55	3,586	(24)	(1,230)	(43.6%)	(34.3%)
AA	CLT	AVL	31	2,356	55	3,586	(24)	(1,230)	(43.6%)	(34.3%)
AA	AVL	DFW	7	532	7	532	0	0	0.0%	0.0%
AA	DFW	AVL	7	532	7	532	0	0	0.0%	0.0%
AA	AVL	LGA	0	0	2	152	(2)	(152)	(100.0%)	(100.0%)
AA	LGA	AVL	0	0	2	152	(2)	(152)	(100.0%)	(100.0%)
AA	AVL	PHL	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
AA	PHL	AVL	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
DL	ATL	AVL	33	2,984	55	3,690	(22)	(706)	(40.0%)	(19.1%)
DL	AVL	ATL	33	2,984	55	3,690	(22)	(706)	(40.0%)	(19.1%)
DL	AVL	DTW	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
DL	DTW	AVL	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
DL	AVL	LGA	0	0	1	76	(1)	(76)	(100.0%)	(100.0%)
DL	LGA	AVL	0	0	1	76	(1)	(76)	(100.0%)	(100.0%)
G4	AUS	AVL	2	354	0	0	2	354		
G4	AVL	AUS	2	354	0	0	2	354		
G4	AVL	BWI	2	372	2	372	0	0	0.0%	0.0%
G4	BWI	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL	DEN	2	354	3	558	(1)	(204)	(33.3%)	(36.6%)
G4	DEN	AVL	2	354	3	558	(1)	(204)	(33.3%)	(36.6%)
G4	AVL	EWR	2	354	5	930	(3)	(576)	(60.0%)	(61.9%)
G4	EWR	AVL	2	354	5	930	(3)	(576)	(60.0%)	(61.9%)
G4	AVL	FLL	8	1,416	14	2,541	(6)	(1,125)	(42.9%)	(44.3%)
G4	FLL	AVL	8	1,416	14	2,541	(6)	(1,125)	(42.9%)	(44.3%)
G4	AVL	HOU	2	354	0	0	2	354		
G4	HOU	AVL	2	354	0	0	2	354		
G4	AVL	MDW	2	354	0	0	2	354		
G4	MDW	AVL	2	354	0	0	2	354		
G4	AVL	PBI	2	354	0	0	2	354		
G4	PBI	AVL	2	354	0	0	2	354		
G4	AVL	PGD	4	717	4	735	0	(18)	0.0%	(2.4%)
G4	PGD	AVL	4	717	4	735	0	(18)	0.0%	(2.4%)
G4	AVL	PIE	8	1,434	11	1,866	(3)	(432)	(27.3%)	(23.2%)
G4	PIE	AVL	8	1,434	11	1,866	(3)	(432)	(27.3%)	(23.2%)
G4	AVL	SFB	10	1,767	9	1,524	1	243	11.1%	15.9%
G4	SFB	AVL	10	1,767	9	1,524	1	243	11.1%	15.9%
G4	AVL	SRQ	2	354	3	558	(1)	(204)	(33.3%)	(36.6%)
G4	SRQ	AVL	2	354	3	558	(1)	(204)	(33.3%)	(36.6%)
NK	AVL	FLL	0	0	4	580	(4)	(580)	(100.0%)	(100.0%)
NK	FLL	AVL	0	0	4	580	(4)	(580)	(100.0%)	(100.0%)
NK	AVL	MCO	0	0	4	580	(4)	(580)	(100.0%)	(100.0%)
NK	MCO	AVL	0	0	4	580	(4)	(580)	(100.0%)	(100.0%)
NK	AVL	TPA	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
NK	TPA	AVL	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
UA	AVL	EWR	0	0	8	400	(8)	(400)	(100.0%)	(100.0%)
UA	EWR	AVL	0	0	8	400	(8)	(400)	(100.0%)	(100.0%)
UA	AVL	IAD	14	700	16	800	(2)	(100)	(12.5%)	(12.5%)
UA	IAD	AVL	14	700	16	800	(2)	(100)	(12.5%)	(12.5%)
UA	AVL	ORD	14	700	28	1,400	(14)	(700)	(50.0%)	(50.0%)
UA	ORD	AVL	14	700	28	1,400	(14)	(700)	(50.0%)	(50.0%)
<b>Total</b>			<b>290</b>	<b>30,912</b>	<b>488</b>	<b>43,630</b>	<b>(198)</b>	<b>(12,718)</b>	<b>(40.6%)</b>	<b>(29.1%)</b>

Mkt AI	Travel Period		Sep-20		Sep-19		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	35	2,660	55	3,778	(20)	(1,118)	(36.4%)	(29.6%)
AA	CLT	AVL	35	2,660	55	3,778	(20)	(1,118)	(36.4%)	(29.6%)
AA	AVL	DFW	7	532	7	532	0	0	0.0%	0.0%
AA	DFW	AVL	7	532	7	532	0	0	0.0%	0.0%
AA	AVL	LGA	0	0	2	152	(2)	(152)	(100.0%)	(100.0%)
AA	LGA	AVL	0	0	2	152	(2)	(152)	(100.0%)	(100.0%)
AA	AVL	PHL	7	350	7	350	0	0	0.0%	0.0%
AA	PHL	AVL	7	350	7	350	0	0	0.0%	0.0%
DL	ATL	AVL	33	2,746	46	3,972	(13)	(1,226)	(28.3%)	(30.9%)
DL	AVL	ATL	33	2,746	46	3,972	(13)	(1,226)	(28.3%)	(30.9%)
DL	AVL	DTW	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
DL	DTW	AVL	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
G4	AVL	BOS	2	372	0	0	2	372		
G4	BOS	AVL	2	372	0	0	2	372		
G4	AVL	BWI	2	363	2	372	0	(9)	0.0%	(2.4%)
G4	BWI	AVL	2	363	2	372	0	(9)	0.0%	(2.4%)
G4	AVL	DEN	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	DEN	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL	EWR	2	372	4	744	(2)	(372)	(50.0%)	(50.0%)
G4	EWR	AVL	2	372	4	744	(2)	(372)	(50.0%)	(50.0%)
G4	AVL	FLL	4	708	14	2,523	(10)	(1,815)	(71.4%)	(71.9%)
G4	FLL	AVL	4	708	14	2,523	(10)	(1,815)	(71.4%)	(71.9%)
G4	AVL	HOU	2	372	0	0	2	372		
G4	HOU	AVL	2	372	0	0	2	372		
G4	AVL	MDW	2	372	0	0	2	372		
G4	MDW	AVL	2	372	0	0	2	372		
G4	AVL	PBI	2	372	0	0	2	372		
G4	PBI	AVL	2	372	0	0	2	372		
G4	AVL	PGD	2	372	2	354	0	18	0.0%	5.1%
G4	PGD	AVL	2	372	2	354	0	18	0.0%	5.1%
G4	AVL	PIE	4	687	9	1,629	(5)	(942)	(55.6%)	(57.8%)
G4	PIE	AVL	4	687	9	1,629	(5)	(942)	(55.6%)	(57.8%)
G4	AVL	SFB	4	726	5	900	(1)	(174)	(20.0%)	(19.3%)
G4	SFB	AVL	4	726	5	900	(1)	(174)	(20.0%)	(19.3%)
G4	AVL	SRQ	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	SRQ	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
NK	AVL	FLL	0	0	7	1,015	(7)	(1,015)	(100.0%)	(100.0%)
NK	FLL	AVL	0	0	7	1,015	(7)	(1,015)	(100.0%)	(100.0%)
NK	AVL	MCO	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
NK	MCO	AVL	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
NK	AVL	TPA	0	0	2	290	(2)	(290)	(100.0%)	(100.0%)
NK	TPA	AVL	0	0	2	290	(2)	(290)	(100.0%)	(100.0%)
UA	AVL	EWR	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
UA	EWR	AVL	0	0	7	350	(7)	(350)	(100.0%)	(100.0%)
UA	AVL	IAD	13	650	14	700	(1)	(50)	(7.1%)	(7.1%)
UA	IAD	AVL	13	650	14	700	(1)	(50)	(7.1%)	(7.1%)
UA	AVL	ORD	14	700	28	1,400	(14)	(700)	(50.0%)	(50.0%)
UA	ORD	AVL	14	700	28	1,400	(14)	(700)	(50.0%)	(50.0%)
<b>Total</b>			<b>270</b>	<b>24,708</b>	<b>438</b>	<b>40,580</b>	<b>(168)</b>	<b>(15,872)</b>	<b>(38.4%)</b>	<b>(39.1%)</b>

Mkt AI	Travel Period		Oct-20		Oct-19		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL	CLT	49	3,350	55	3,767	(6)	(417)	(10.9%)	(11.1%)
AA	CLT	AVL	49	3,350	55	3,767	(6)	(417)	(10.9%)	(11.1%)
AA	AVL	DFW	7	532	7	532	0	0	0.0%	0.0%
AA	DFW	AVL	7	532	7	532	0	0	0.0%	0.0%
AA	AVL	LGA	7	532	2	152	5	380	250.0%	250.0%
AA	LGA	AVL	7	532	2	152	5	380	250.0%	250.0%
AA	AVL	ORD	1	65	0	0	1	65		
AA	ORD	AVL	1	65	0	0	1	65		
AA	AVL	PHL	7	350	7	350	0	0	0.0%	0.0%
AA	PHL	AVL	7	350	7	350	0	0	0.0%	0.0%
DL	AVL	AVL	54	4,308	48	3,721	6	587	12.5%	15.8%
DL	AVL	ATL	54	4,308	48	3,721	6	587	12.5%	15.8%
DL	AVL	DTW	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
DL	DTW	AVL	0	0	1	50	(1)	(50)	(100.0%)	(100.0%)
G4	AUS	AVL	2	372	0	0	2	372		
G4	AVL	AUS	2	372	0	0	2	372		
G4	AVL	BOS	2	372	0	0	2	372		
G4	BOS	AVL	2	372	0	0	2	372		
G4	AVL	BWI	2	342	3	558	(1)	(216)	(33.3%)	(38.7%)
G4	BWI	AVL	2	342	3	558	(1)	(216)	(33.3%)	(38.7%)
G4	AVL	DEN	2	372	2	372	0	0	0.0%	0.0%
G4	DEN	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL	EWR	4	744	5	930	(1)	(186)	(20.0%)	(20.0%)
G4	EWR	AVL	4	744	5	930	(1)	(186)	(20.0%)	(20.0%)
G4	AVL	FLL	17	3,072	18	3,276	(1)	(204)	(5.6%)	(6.2%)
G4	FLL	AVL	17	3,072	18	3,276	(1)	(204)	(5.6%)	(6.2%)
G4	AVL	HOU	2	372	0	0	2	372		
G4	HOU	AVL	2	372	0	0	2	372		
G4	AVL	MDW	2	372	0	0	2	372		
G4	MDW	AVL	2	372	0	0	2	372		
G4	AVL	PBI	2	372	0	0	2	372		
G4	PBI	AVL	2	372	0	0	2	372		
G4	AVL	PGD	5	921	5	903	0	18	0.0%	2.0%
G4	PGD	AVL	5	921	5	903	0	18	0.0%	2.0%
G4	AVL	PIE	14	2,415	12	2,157	2	258	16.7%	12.0%
G4	PIE	AVL	14	2,415	12	2,157	2	258	16.7%	12.0%
G4	AVL	SFB	12	2,163	12	2,073	0	90	0.0%	4.3%
G4	SFB	AVL	12	2,163	12	2,073	0	90	0.0%	4.3%
G4	AVL	SRQ	2	354	2	372	0	(18)	0.0%	(4.8%)
G4	SRQ	AVL	2	354	2	372	0	(18)	0.0%	(4.8%)
NK	AVL	FLL	0	0	7	1,015	(7)	(1,015)	(100.0%)	(100.0%)
NK	FLL	AVL	0	0	7	1,015	(7)	(1,015)	(100.0%)	(100.0%)
NK	AVL	MCO	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
NK	MCO	AVL	0	0	3	435	(3)	(435)	(100.0%)	(100.0%)
NK	AVL	TPA	0	0	2	290	(2)	(290)	(100.0%)	(100.0%)
NK	TPA	AVL	0	0	2	290	(2)	(290)	(100.0%)	(100.0%)
UA	AVL	EWR	7	350	7	350	(3)	(435)	(100.0%)	(100.0%)
UA	EWR	AVL	7	350	7	350	(2)	(290)	(100.0%)	(100.0%)
UA	AVL	IAD	21	1,050	14	700	(2)	(290)	(100.0%)	(100.0%)
UA	IAD	AVL	21	1,050	14	700	0	0	0.0%	0.0%
UA	AVL	ORD	28	1,582	28	1,400	0	0	0.0%	0.0%
UA	ORD	AVL	28	1,582	28	1,400	7	350	50.0%	50.0%
<b>Total</b>			<b>498</b>	<b>48,724</b>	<b>480</b>	<b>46,806</b>	<b>4</b>	<b>189</b>	<b>3.8%</b>	<b>4.1%</b>



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## MEMORANDUM

TO: Members of the Airport Authority  
FROM: Janet Burnette, Director of Finance & Accounting  
DATE: August 14, 2020

### ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances  
Month of June 2020

### SUMMARY

Operating Revenues for the month of June were \$622,404, 41.4% under budget. Operating Expenses for the month were \$1,093,523, 17.9% over budget. As a result, Net Operating Revenues before Depreciation were (\$471,119). Net Non-Operating Revenues were \$166,846, 51.2% under budget.

Year-to-date Operating Revenues were \$14,187,279, 11.4% over budget. Year-to-date Operating Expenses were \$9,014,224, 21.1% under budget. Year-to-date Net Operating Revenues before Depreciation were \$5,173,055. Net Non-Operating Revenues for the year were \$3,237,002, 21.0% under budget.

### REVENUES

Significant variations to budget for June were:

Terminal rent – Airlines	(\$96,104)	(47.89%)	Enplanements under budget – pandemic
Landing fees	(\$34,750)	(40.44%)	Landings under budget – pandemic
Concessions	(\$11,322)	(24.30%)	Enplanements under budget – pandemic
Auto parking	(\$240,502)	(64.13%)	Enplanements under budget – pandemic
Rental car - car rentals	(\$43,641)	(30.60%)	Enplanements under budget – pandemic
Ground transportation	(\$13,207)	(84.08%)	Enplanements under budget – pandemic

Information Section – Item B



**EXPENSES**

Significant variations to budget for June were:

Personnel services	\$143,985	25.94%	Third payroll accrued in June
Professional services	\$75,074	199.64%	Legal fees, ALP exhibit, stormwater review
Other contractual services	\$26,279	23.12%	Apron pavement study
Travel & training	(\$18,987)	(87.35%)	Travel significantly reduced
Utility services	(\$18,041)	(40.10%)	Low utility usage for month
Promotional activities	(\$9,720)	(38.39%)	Reduced promotional activities
Repairs & maintenance	\$26,519	182.16%	Airfield slope repairs
Emergency repairs	(\$21,054)	(505.30%)	Accounting adjustment for capitalized equipment

**STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$1.241MM mainly due to expenditures on multiple capital projects.

Accounts Receivable – Accounts Receivable increased by \$207K due to increased enplanements in June compared to May.

Grants Receivable – Grants Receivable increased by \$1.103MM due to the airfield redevelopment project, the south apron construction and the security system project.

Construction in Progress – Construction in Progress increased by \$3.367MM mainly due to the airfield redevelopment, terminal infrastructure, south apron construction and parking lot projects.

Property and Equipment, Net – Property and Equipment, Net increased by \$662K due to capitalization of assets.

**ASHEVILLE REGIONAL AIRPORT  
INVESTMENT AND INTEREST INCOME SUMMARY  
As of June 30, 2020**

<b><u>Institution:</u></b>	<b><u>Interest Rate</u></b>	<b><u>Investment Amount</u></b>	<b><u>Monthly Interest</u></b>
Bank of America - Operating Account	0.80%	\$ 4,925,149	1,126
First Citizens - Money Market Account	0.35%	404,451	96
NC Capital Management Trust - Cash Portfolio		18,098	1
NC Capital Management Trust - Term Portfolio		9,464,235	2,258
Petty Cash		200	
 <b><u>Restricted Cash:</u></b>			
BNY Mellon		1,491,977	
Bank of America - PFC Revenue Account	0.80%	323,726	49
NC Capital Management Trust - Term Port - PFC		10,329,691	2,465
 <b>Total</b>		<b><u>\$ 26,957,527</u></b>	<b><u>\$ 5,995</u></b>

**Investment Diversification:**

Banks	27%
NC Capital Management Trust	73%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>



**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF CHANGES IN FINANCIAL POSITION  
For the Month Ended June 30, 2020**

	<b>Current Month</b>	<b>Prior Period</b>
<b>Cash and Investments Beginning of Period</b>	<u>\$ 28,199,319</u>	<u>\$ 36,201,996</u>
Net Income/(Loss) Before Capital Contributions	(750,196)	(696,093)
Depreciation	445,924	438,813
Decrease/(Increase) in Receivables	(1,376,854)	(2,466,994)
Increase/(Decrease) in Payables	3,811,440	204,074
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(4,475,471)	(8,377,043)
Principal Payments of Bond Maturities	-	-
Capital Contributions	1,103,365	2,894,566
Fund Balance Adjustment - Forfeiture funds	-	-
<b>Increase(Decrease) in Cash</b>	<u>(1,241,792)</u>	<u>(8,002,677)</u>
<b>Cash and Investments End of Period</b>	<u><u>\$ 26,957,527</u></u>	<u><u>\$ 28,199,319</u></u>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF FINANCIAL POSITION  
As of June 30, 2020**

	<b>Current Month</b>	<b>Last Month</b>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
<b>Unrestricted Net Assets:</b>		
Cash and Cash Equivalents	\$14,812,133	\$11,224,317
Investments	0	0
Accounts Receivable	604,583	397,196
Passenger Facility Charges Receivable	75,000	25,000
Refundable Sales Tax Receivable	220,472	204,369
Grants Receivable	2,541,276	1,437,911
Prepaid Expenses	150	150
Total Unrestricted Assets	18,253,614	13,288,943
<b>Restricted Assets:</b>		
Cash and Cash Equivalents	12,145,394	16,975,003
Total Restricted Assets	12,145,394	16,975,003
Total Current Assets	30,399,008	30,263,946
<b>Noncurrent Assets:</b>		
Construction in Progress	94,457,606	91,090,545
Net Pension Asset - LGERS	(1,178,625)	(1,178,625)
Benefit Payment - OPEB	50,329	50,329
Contributions in Current Year	951,989	951,989
Property and Equipment - Net	70,188,179	69,525,693
Total Noncurrent Assets	164,469,478	160,439,931
	\$194,868,486	\$190,703,877
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
<b>Payable from Unrestricted Assets:</b>		
Accounts Payable & Accrued Liabilities	\$3,202,332	\$52,905
Customer Deposits	12,785	12,785
Unearned Revenue	165,170	152,404
Unearned Revenue - Constr	5,232,646	4,733,674
Construction Contracts Payable	0	0
Construction Contract Retainages	574,507	574,507
Revenue Bond Payable - Current	1,280,000	1,280,000
Interest Payable	211,976	176,646
Total Payable from Unrestricted Assets	10,679,416	6,982,921
Total Current Liabilities	10,679,416	6,982,921
<b>Noncurrent Liabilities:</b>		
Pension Deferrals - OPEB	82,080	82,080
Other Postemployment Benefits	1,318,276	1,318,276
Compensated Absences	461,562	346,617
Net Pension Obligation-LEO Special Separation Allowance	453,052	453,052
Revenue Bond Payable - Noncurrent	16,305,000	16,305,000
Total Noncurrent Liabilities	18,619,970	18,505,025
Total Liabilities	29,299,386	25,487,946
<b>Net Assets:</b>		
Invested in Capital Assets	147,060,785	143,031,238
Restricted	12,145,394	16,975,003
Unrestricted	6,362,921	5,209,690
Total Net Assets	165,569,100	165,215,931
	\$194,868,486	\$190,703,877



# Income Statement

Through 06/30/20

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category <b>Governmental Funds</b>						
Fund Type <b>General Fund</b>						
Fund <b>10 - General Fund</b>						
<i>Operating revenues</i>						
Terminal space rentals - non airline	21,457.42	255,744.67	252,866.00	2,878.67	252,866.00	(2,878.67)
Terminal space rentals - airline	104,582.34	2,233,174.41	2,408,240.00	(175,065.59)	2,408,240.00	175,065.59
Landing fees	51,187.51	1,132,074.57	1,031,246.00	100,828.57	1,031,246.00	(100,828.57)
Concessions	35,262.97	695,041.45	559,020.00	136,021.45	559,020.00	(136,021.45)
Auto parking	134,498.04	5,231,960.48	4,500,000.00	731,960.48	4,500,000.00	(731,960.48)
Rental car - car rentals	98,965.97	2,192,876.48	1,711,283.00	481,593.48	1,711,283.00	(481,593.48)
Rental car - facility rent	52,587.87	633,262.28	652,161.00	(18,898.72)	652,161.00	18,898.72
Commerce ground transportation	2,501.52	258,435.54	188,500.00	69,935.54	188,500.00	(69,935.54)
FBO's	86,588.31	1,052,109.67	1,056,304.00	(4,194.33)	1,056,304.00	4,194.33
Building leases	9,944.80	116,773.51	95,486.00	21,287.51	95,486.00	(21,287.51)
Land leases	6,990.11	83,396.76	82,833.00	563.76	82,833.00	(563.76)
Other leases and fees	17,837.49	302,429.11	196,800.00	105,629.11	196,800.00	(105,629.11)
<i>Operating revenues Totals</i>	<b>\$622,404.35</b>	<b>\$14,187,278.93</b>	<b>\$12,734,739.00</b>	<b>\$1,452,539.93</b>	<b>\$12,734,739.00</b>	<b>(\$1,452,539.93)</b>
<i>Non-operating revenue and expense</i>						
Customer facility charges	87,983.50	1,752,173.00	1,600,000.00	152,173.00	1,600,000.00	(152,173.00)
Passenger facility charges	75,882.28	2,598,307.02	2,250,000.00	348,307.02	2,250,000.00	(348,307.02)
Interest revenue	5,994.90	374,504.45	250,000.00	124,504.45	250,000.00	(124,504.45)
Interest expense	(35,329.29)	(423,951.48)	.00	(423,951.48)	.00	423,951.48
Reimbursable cost expenses	.00	(1,103,168.12)	.00	(1,103,168.12)	.00	1,103,168.12
Gain or loss on disposal of assets	32,314.99	32,314.99	.00	32,314.99	.00	(32,314.99)
P-card rebate	.00	6,821.99	.00	6,821.99	.00	(6,821.99)
<i>Non-operating revenue and expense Totals</i>	<b>\$166,846.38</b>	<b>\$3,237,001.85</b>	<b>\$4,100,000.00</b>	<b>(\$862,998.15)</b>	<b>\$4,100,000.00</b>	<b>\$862,998.15</b>
Capital contributions	1,103,364.69	7,628,820.46	.00	7,628,820.46	.00	(7,628,820.46)
<i>Operating expenses</i>						
Personnel services	699,132.64	5,686,434.22	6,661,771.00	(975,336.78)	6,661,771.00	975,336.78



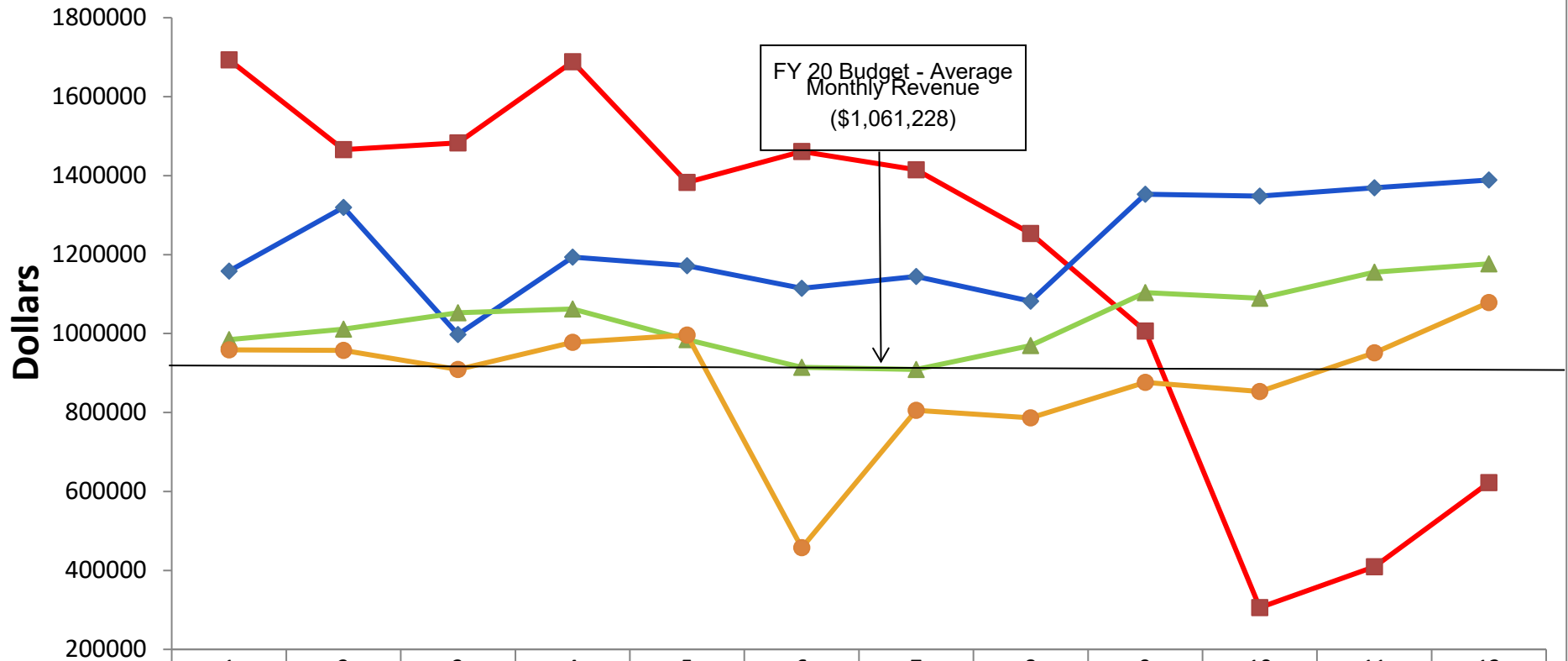
# Income Statement

Through 06/30/20

Summary Listing

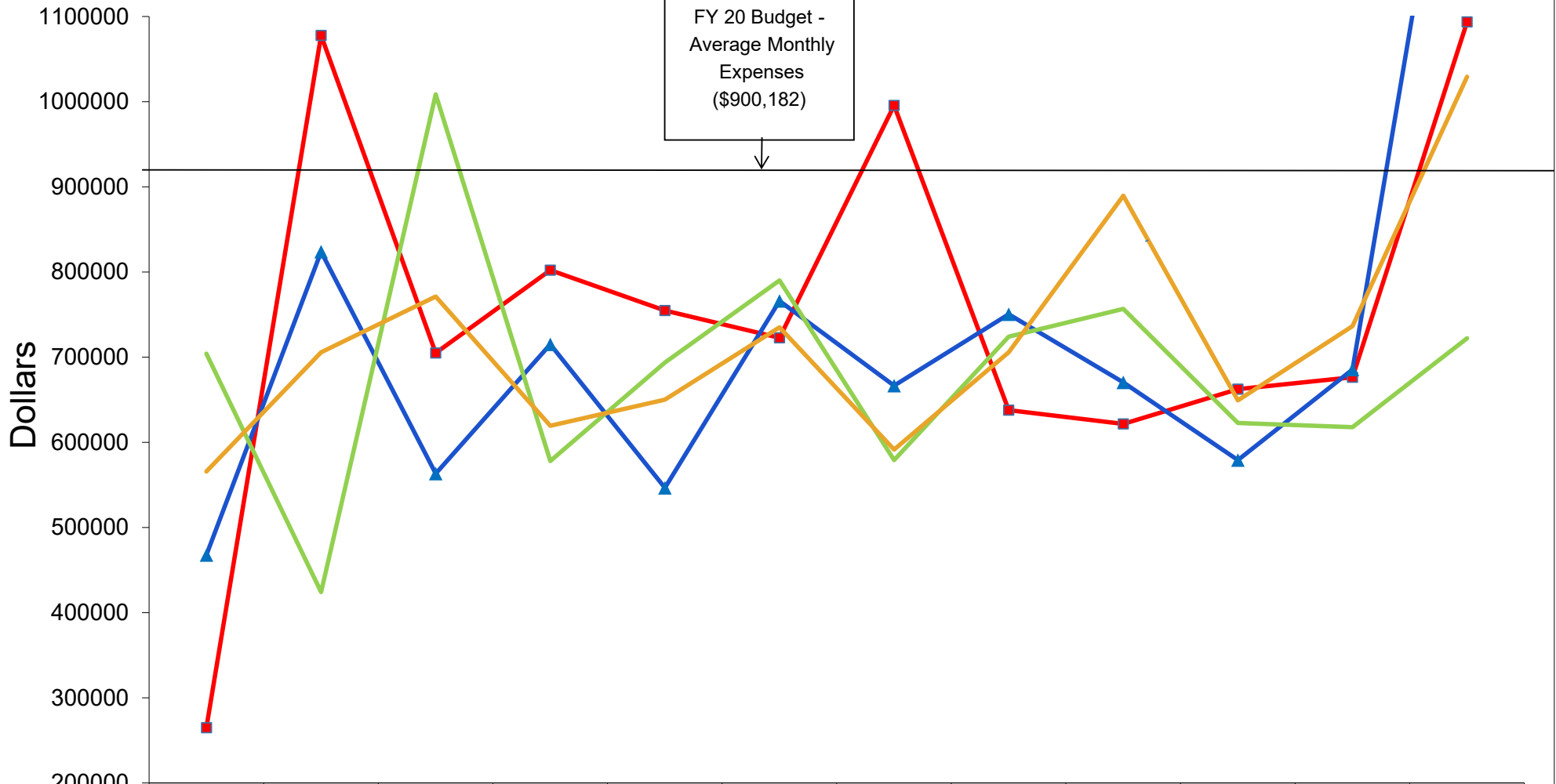
Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Professional services	112,678.28	448,971.61	451,250.00	(2,278.39)	451,250.00	2,278.39
Other contractual services	139,937.81	973,713.97	1,363,903.00	(390,189.03)	1,363,903.00	390,189.03
Travel and training	2,750.75	115,958.52	260,850.00	(144,891.48)	260,850.00	144,891.48
Communiations	6,745.98	56,053.18	65,590.00	(9,536.82)	65,590.00	9,536.82
Utility services	26,947.43	384,027.08	539,867.00	(155,839.92)	539,867.00	155,839.92
Rentals and leases	1,300.89	14,253.34	14,100.00	153.34	14,100.00	(153.34)
Insurance	.00	277,508.59	290,600.00	(13,091.41)	290,600.00	13,091.41
Advertising, printing and binding	6,929.64	13,825.63	19,200.00	(5,374.37)	19,200.00	5,374.37
Promotional activities	15,596.67	168,850.91	303,800.00	(134,949.09)	303,800.00	134,949.09
Other current charges and obligations	3,690.29	59,350.28	85,100.00	(25,749.72)	85,100.00	25,749.72
Operating supplies	45,386.17	333,332.00	464,610.00	(131,278.00)	464,610.00	131,278.00
Publications, subscriptions, memberships, etc.	2,013.15	64,316.77	61,900.00	2,416.77	61,900.00	(2,416.77)
Repairs and maintenance	41,077.44	174,357.48	174,700.00	(342.52)	174,700.00	342.52
Small equipment	6,223.61	86,998.25	80,500.00	6,498.25	80,500.00	(6,498.25)
Contingency	.00	.00	33,700.00	(33,700.00)	33,700.00	33,700.00
Emergency repairs	(16,887.42)	6,271.92	50,000.00	(43,728.08)	50,000.00	43,728.08
Business development	.00	150,000.00	500,000.00	(350,000.00)	500,000.00	350,000.00
<i>Operating expenses Totals</i>	<i>\$1,093,523.33</i>	<i>\$9,014,223.75</i>	<i>\$11,421,441.00</i>	<i>(\$2,407,217.25)</i>	<i>\$11,421,441.00</i>	<i>\$2,407,217.25</i>
<i>Depreciation</i>						
Depreciation	445,924.01	5,272,873.39	.00	5,272,873.39	.00	(5,272,873.39)
<i>Depreciation Totals</i>	<i>\$445,924.01</i>	<i>\$5,272,873.39</i>	<i>\$0.00</i>	<i>\$5,272,873.39</i>	<i>\$0.00</i>	<i>(\$5,272,873.39)</i>
Grand Totals						
<b>REVENUE TOTALS</b>	1,892,615.42	25,053,101.24	16,834,739.00	8,218,362.24	16,834,739.00	(8,218,362.24)
<b>EXPENSE TOTALS</b>	1,539,447.34	14,287,097.14	11,421,441.00	2,865,656.14	11,421,441.00	(2,865,656.14)
Grand Total Net Gain (Loss)	\$353,168.08	\$10,766,004.10	\$5,413,298.00	\$5,352,706.10	\$5,413,298.00	\$5,352,706.10

## ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month June 2020



	1	2	3	4	5	6	7	8	9	10	11	12
2020	1693639	1465826	1482983	1688471	1382894	1461166	1414955	1253245	1006396	305847	409453	622404
2019	1157880	1319448	997702	1193707	1171956	1114742	1144401	1081933	1352795	1348310	1369108	1388974
2018	984749	1011431	1052878	1062064	984291	914297	909078	969671	1103476	1089449	1155693	1176670
2017	958743	957359	909258	977579	996133	457472	805436	786217	876033	852930	950921	1078756

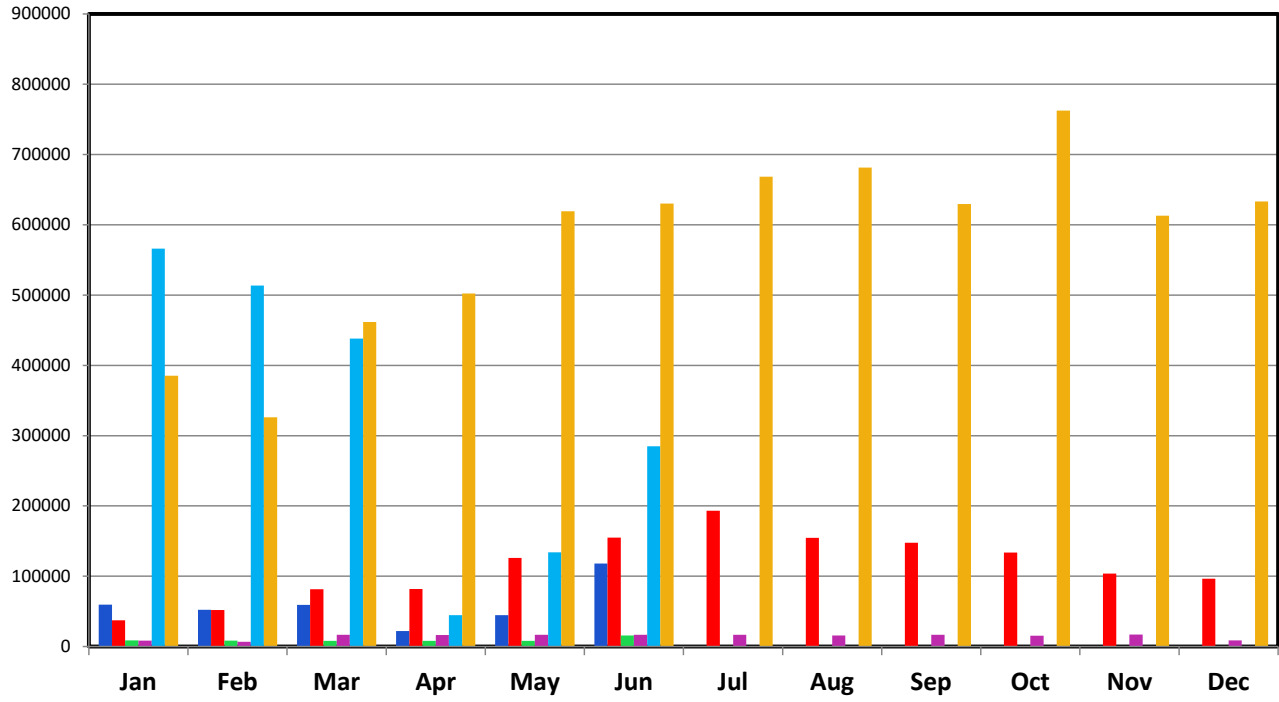
## ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month June 2020



	1	2	3	4	5	6	7	8	9	10	11	12
2020	264978	1077831	704819	802144	754800	722727	995620	637669	621479	662302	676330	1093523
2019	467701	823824	563350	714938	546502	766012	666544	750376	670406	579071	685414	1480804
2018	704085	424161	1008520	578153	693612	790093	579052	724027	756743	622562	617623	722128
2017	565737	705715	771249	619423	649959	734910	591499	705568	889485	649186	736270	1029219

**ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
June 2020**

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■ Jet A - 2020  
■ Jet A - 2019  
■ 100LL - 2020  
■ 100LL - 2019  
■ Airline - 2020  
■ Airline - 2019

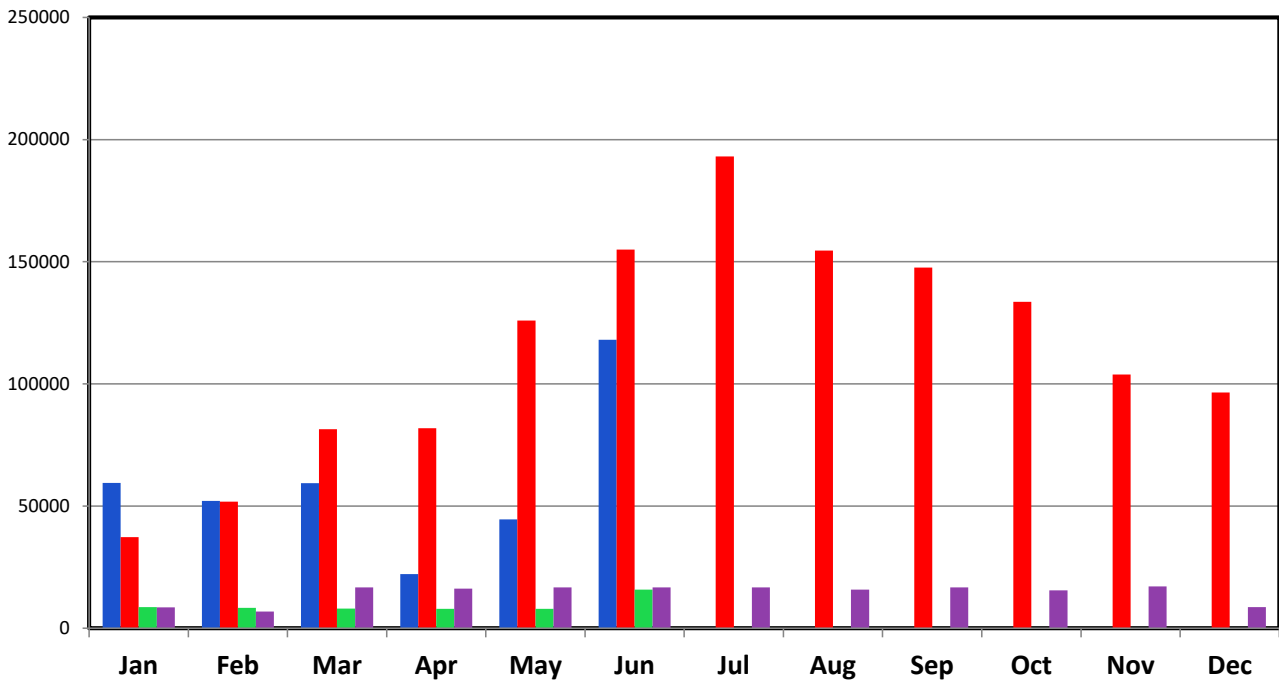
Jet A - 118,083 Gallons  
 100LL - 15,814 Gallons  
 Airline - 284,865 Gallons

**MONTH**



**ASHEVILLE REGIONAL AIRPORT  
GENERAL AVIATION FUEL SALES - GALLONS  
June 2020**

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- Jet A - 2020
- Jet A - 2019
- 100LL - 2020
- 100LL - 2019

Jet A - 118,083 Gallons  
100LL - 15,814 Gallons

**MONTH**

Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 08/01/2020)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 08/01/2020)	Start Date	End Date	Current Project Status (as of 08/01/2020)
1	Airfield Re-Development Project	Budget for the complete project				\$64,100,000.00	\$50,900,000.00		\$115,000,000.00	58.8%	\$68,277,497			All Engineer contracts, completed construction contracts and expenses will be inclusive of budget.
1B	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management.	RS&H	\$2,399,826.00	N/A	N/A	\$4,417,146.00	65.90%	(Overall total included in above number)	34%	\$2,311,996	Dec-14	May-21	This portion is completed and will not be reported further.
1C	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management. Vol 2	RS&H	\$1,460,329.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	74.0%	\$1,052,055	Aug-19	Dec-20	Phase IV Project Management continues.
1D	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management. Vol 3	RS&H	\$1,487,205.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	0%	\$0	Aug-19	May-21	Phase IV Project Management continues.
1E	Airfield Re-Development Project	New Runway Design Vol2 and Vol3 rebid package.	AVCON	\$330,614.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	61.9%	\$204,796	Jan-20	Dec-20	No further report will be provided. Completed.
1F	Airfield Re-Development Project	New Runway Design Vol3	AVCON	\$99,271.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	35.0%	\$34,745	Aug-19	Dec-20	Phase IV Project Management continues.
1G	Airfield Re-Development Project	Miscellaneous and Administrative Expenses			N/A	N/A	\$0.00	0.0%	(Overall total included in above number)	0.0%	\$4,042,174	Jan-13	Dec-19	Miscellaneous Administrative Expenses, Reimbursable Agreement and Land Acquisition
2	Airport Security and Identity Management	Security system, ID badging and CCTV camera equipment	Faith Group LLC	\$327,486.27	N/A	N/A	\$0.00	0.0%	\$327,486.27	94.5%	\$309,495	Aug-18	Aug-20	Project closeout pending. Asbuilt being reviewed.
3	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	\$821,196.00	N/A	N/A	\$158,253.00	19.3%	\$979,449.00	83.1%	\$814,234	Nov-18	Feb-21	Project Management in process.
4	Terminal Building Renovations	Phase 1 - Utility Modernization of Water and Sewer	Gresham Smith	\$168,820.00	N/A	N/A	\$0.00	0.0%	\$168,820.00	84.8%	\$143,245	Jan-19	Aug-20	Project Management in process.
5	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$0.00	0.0%	\$12,608,794.00	11.5%	\$1,450,719	Nov-19	Apr-21	Design concept for Terminal Building continues to be developed.
7	Parking Lots	Design of additional parking areas across Highway 280	AVCON	\$189,962.00	N/A	N/A	\$103,796.00	54.6%	\$293,758.00	95.6%	\$280,981	May-19	Aug-20	Project Management in process.
Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 08/01/2020)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 08/01/2020)	Start Date	End Date	Current Project Status (as of 08/01/2020)
1	Permanent Runway 17-35 Construction, NAVAIDS and Taxiway Conversion	Construct new runway and convert temporary runway to a taxiway	RS&H and AVCON Inc.	Amount Included in Phase 3 Design Fees	Travelers	\$22,222,792.84	\$0.00	0.0%	\$22,222,792.84	24.3%	\$5,397,977	Apr-20	May-21	Erosion control maintenance and electrical work continues.
2	Permanent Runway 17-35 Construction, NAVAIDS and Taxiway	Construct new runway and convert temporary runway to a taxiway	RS&H and AVCON Inc.	Amount Included in Phase 3 Design Fees	APAC/Harrison Construction	\$11,988,517.25	\$42,067.00	0.35%	\$11,988,517.25	8%	\$917,483	Apr-20	Dec-20	Runway final lift paving in progress.
3	Airport Security & Identity Management System	Replace, Upgrade and Install new Security System	Faith Group	Amount in Design Fees	Johnson Control, Inc.	\$2,197,707.00	\$69,993.15	3.2%	\$2,605,672.28	89.1%	\$2,021,477	May-19	Aug-20	Close out pending.
4	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	Amount in Design Fees	Zachary Construction	\$9,087,857.00	\$320,821.88	3.53%	\$9,542,250.00	24.5%	\$2,310,417	Sep-19	Dec-20	Employee lot scheduled to reopen, preload material continues to be moved. Stormwater drain installed.
6	Parking Lots	Additional parking lots to be constructed and paved for public use.	AVCON Inc	Amount in Design Fees	Chatham Civil Contracting	\$1,905,330.90	-\$59,304.00	-3.1%	\$2,095,863.90	72.2%	\$1,332,040	Nov-19	Aug-20	Punch list inspection performed. Contractor to address items for correction.
7	Terminal Building Phase 1 - Utility Modernization	Update current utilities in front of the terminal.	Gresham Smith	Amount in Design Fees	Patton Construction Group	\$1,868,160.00	\$12,848.00	0.68%	\$2,054,976.00	87.8%	\$1,652,203	Nov-19	Aug-20	Work is completed with punch list items being addressed/corrected.

# Key strategic priorities

**Governance vs. Management** : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: Executive Director Supervision