



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, March 14, 2025, 8:30 a.m.
Council Chambers at Fletcher Town Hall
300 Old Cane Creek Road, Fletcher, NC 28732

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. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. PRESENTATIONS: None
- III. FINANCIAL REPORT ([document](#))
- IV. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority February 14, 2025 Regular Meeting Minutes ([document](#))
- V. OLD BUSINESS: None
- VI. NEW BUSINESS:
 - A. Preliminary Approval of Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport ([document](#))
 - B. Approval of Authority's Preliminary Fiscal Year 2025/2026 Budget ([document](#))
 - C. Approval of Contract to Maintain Baggage Handling System and Passenger Boarding Bridges ([document](#))
 - D. Approval of Scope of Services No. 2 with McFarland Johnson, Inc. for the New Parking Garage Design and Construction Administration Services ([document](#))



- E. Approval of Amendment 2G to Gresham Smith for Design Add Services ([document](#))
- F. Approval of Contract with Facility Planers Inc. for a Portion of the Furniture in the new Terminal Building ([document](#))
- G. Approval of Contract for the Phase 1 Hangar Demolition for the Remain Overnight Parking Apron Project ([document](#))
- H. Approval to Terminate the Ground Lease and Agreement between DreamCatcher Broadmoor NC, LLC and the Greater Asheville Regional Airport Authority Entered into on August 14, 2021, and Replace the Terminated Agreement with Two New Agreements ([document](#))

VII. PRESIDENT'S REPORT:

- A. Runway 5k Date
- B. Helene Video

VIII. INFORMATION SECTION:

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

- A. January 2025 Traffic Report ([document](#))
- B. January 2025 Monthly Financial Report ([document](#))
- C. March 2025 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
 - Public Hearing and Final Approval of Amended Ordinance of Airline Rates, Fees and Charges
 - Public Hearing and Final Adoption of the Authority's Fiscal Year 25/26 Budget

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING: April 11, 2025

XI. CLOSED SESSION



XII. AUTHORITY MEMBER REPORTS:

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

XIII. 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
January-25**

AIRPORT ACTIVITY

	<u>Month</u>	<u>Variance to Prior Year</u>	<u>Calendar Year to Date</u>	<u>Variance to Prior Year</u>
Passenger Enplanements	63,282	(8.7%)	63,282	(8.7%)
Aircraft Operations				
Commercial	1,798	(7.3%)	1,798	(7.3%)
Scheduled Flights	816	(7.3%)		
Flight Cancellations	43			
Seats	78,671	(15.9%)	78,671	(15.9%)
Load Factor	80.4%	8.6%	80.4%	8.6%
General Aviation	2,136	(10.5%)	2,136	(10.5%)
Military	189	(22.5%)	189	(22.5%)

FINANCIAL RESULTS

	<u>Month</u>	<u>Variance to Budget</u>	<u>Fiscal Year to Date</u>	<u>Variance to Budget</u>
Operating Revenues	\$ 2,132,696	3.2%	\$ 17,453,532	(9.3%)
Operating Expenses	1,515,101	(15.5%)	9,590,524	(28.6%)
Net Operating Revenues before Depreciation	<u>\$ 617,595</u>		<u>\$ 7,863,008</u>	
Net Non-Operating Revenues	<u>\$ 131,185</u>		<u>\$ 2,349,279</u>	
Grants:				
Federal Grants	\$ 3,196,370		\$ 3,214,923	
NC Dept of Transportation Grants	-		6,101,598	
Total	<u>\$ 3,196,370</u>		<u>\$ 9,316,521</u>	

CASH

Restricted - PFC Revenue Account	\$ 24,326,756
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 864,546
Restricted - Bond Series 2022A	\$ 197,167,785
Restricted - Bond Series 2023	\$ 47,781,536
Designated for O&M Reserve	14,775,556
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	38,160,059
Total	<u>\$ 323,726,238</u>

RECEIVABLES PAST DUE

	<u>Total</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>Over 60 Days</u>
Advertising Customers	10,972	1,675	2,025	7,272
Delta	6,200	4,670	480	1,050
FAA	350	90	-	260
Paradies	-	-	-	-
Signature	3,100	3,100	-	-
TSA	330	-	-	330
United	-	-	-	-
Miscellaneous	338	78	-	260
Total	<u>\$ 21,290</u>	<u>\$ 9,613</u>	<u>\$ 2,505</u>	<u>\$ 9,172</u>
% of Total Receivables	<u>2.80%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	<u>Original Amount</u>	<u>Current Balance</u>
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 10,860,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
Terminal Revenue Bond, Series 2022A	185,000,000	185,000,000
Terminal Revenue Bond, Series 2023	175,000,000	175,000,000
	<u>\$ 381,000,000</u>	<u>\$ 370,860,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 324,266,649
Year-to-Date Spending	\$ 62,660,065

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
February 14, 2025**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, February 14, 2025 at 8:30 a.m. in Council Chambers at the Fletcher Town Hall, 300 Old Cane Creek Road, Fletcher, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; Britt Lovin, Vice-Chair; Susan Russo Klein; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

MEMBERS ABSENT: Carl H. Ricker, Jr.; Nathan Kennedy

STAFF AND LEGAL COUNSEL PRESENT: Sabrina Presnell Rockoff, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Lexie Farmer, Chief Operations Officer; Tina Kinsey, Chief Administrative Officer; Janet Burnette, Chief Financial Officer; Shane Stockman, VP – Information Technology; John Coon, VP – Operations and Maintenance; Christina Madsen, VP – Business Development and Properties; Jared Merrill, VP – Planning; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; Kyle Montague, IT Systems Technician; Sam Finkelstein, IT Systems Technician; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Joe Weinflash, Civil Air Patrol; Ray Davis, Civil Air Patrol; Travis Bird, Avcon, Inc.; Paul Puckli, CHA Consulting; John Mafera, McFarland Johnson; James Wornall; Jim Lawson, AOPA

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

PRESENTATIONS: None

FINANCIAL REPORT: The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of December and stated that enplanements are moving in a positive direction with less decreases seen each month since Hurricane Helene. Janet Burnette reported on the financial activity for the month of December.

PUBLIC AND TENANTS COMMENTS: The Chair stated that a member of the public had requested to speak and to respect their time, if the Board had no objection, he would move this item up on the agenda.

Lt. Colonel Joe Weinflash with the Civil Air Patrol ("CAP") thanked the Board for the opportunity to speak. Lt. Colonel Weinflash made the Board aware of the CAP's impending relocation to a different hangar due to the airport's growth and need for the CAP's current hangar space. Lt. Colonel Weinflash requested assistance from the Board for the additional expenses the CAP will incur in the new rental space. The Board thanked Lt. Colonel Weinflash for the information and requested time to reflect on the appeal for assistance.

CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority December 13, 2024 Regular Meeting Minutes:

B. Approval of the Greater Asheville Regional Airport Authority January 23, 2025 Special Meeting Minutes:

C. Approval of Contract Modification with Arconas, Inc. for Revised Payment Terms:

D. Approval of Audit Contract for Fiscal Year Ending June 30, 2025:

E. Approval of Amendment No.1 between Paradies Lagardère @ AVL LLC and the Greater Asheville Regional Airport Authority:

F. Approval of Resolution Designating Official Depositories:

Mr. Lovin moved to approve Consent Items A-F. Dr. Leatherwood seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval to Unseal Closed Session Minutes: The president reminded the Board of the policy to review closed session minutes for possible unsealing at the first Board meeting of each new year. The president stated that the Board has received copies of the closed session minutes that were being recommended for unsealing.

Mr. Bell moved to unseal those portions of Closed Session Minutes as designated and recommended by the President & CEO. Mr. Lovin seconded the motion and it carried unanimously.

B. Approval of Contract with Facility Planners Inc. for a Portion of the Furniture in the New Terminal Building: The president advised the Board that this item was being pulled from the agenda and would likely be on the agenda for the March meeting.

C. Approval of Change Order No. 5 to Hensel Phelps and Amendment 2F to Gresham Smith for the South Baggage Claim Expansion: Jared Merrill reminded the Board that staff was directed to move forward with the design for the expansion of the South Baggage Claim area to accommodate a third baggage carousel and restrooms in the future. The program manager and contractor for the Terminal Expansion and Modernization project have negotiated with the subcontractors to complete this additional work for a total of \$4,996,295.00. Mr. Merrill further stated that the expansion will necessitate an amendment to the design contract for the terminal project to complete the construction documents. The cost for Gresham Smith to complete this design work is \$155,000.00. Mr. Merrill explained that since the expansion of the South Baggage Claim area was not planned in the original scope of work, the following budget amendment would be necessary:

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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$5,151,295.00
Totals	<hr/> <hr/>	<hr/> <hr/> \$5,151,295.00

This will result in a net increase of \$5,151,295.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$5,151,295.00
Totals	<hr/> <hr/>	<hr/> <hr/> \$5,151,295.00

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 February, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to Board

Mr. Merrill was asked to recap the reason for the third baggage carousel and Mr. Merrill responded that with the forecasting that has been done and the anticipated growth of the airport, a third baggage carousel would be necessary. Although the third carousel would not be installed when the Terminal Modernization and Expansion project was completed, the pathway and infrastructure would be in place so that operations would not be disrupted and the impact to passengers would be minimal when it was time to install the third carousel.

Ms. Russo Klein moved to approve the Change Order No. 5 to Hensel Phelps in the amount of \$4,996,295.00 for the South Baggage Claim Expansion on the Terminal Modernization and Expansion Project; approve Amendment 2F to the design contract with Gresham Smith in the amount of \$155,000.00; authorize the President & CEO to execute the necessary documents; and amend the FY24/25 budget by adopting the budget ordinance amendment as presented by staff. Dr. Leatherwood seconded the motion and it carried unanimously.

D. Approval of Construction Contract Change Order No. 5 with Kokolakis Contracting for the Air Traffic Control Tower and Associated Facilities Project:

Jared Merrill provided an overview of the \$2.4 million in change orders approved to date by the Board for the Air Traffic Control Tower project. Mr. Merrill informed the Board that six change order requests have been compiled into Change Order No. 5. Mr. Merrill outlined the details of the items included in the change order and stated that the total of Change Order No. 5 was \$75,771.45 and 14 days. The amount of the change order falls within the construction allowance that was approved for the project and does not require a budget amendment.

Mr. Lovin moved to approve Change Order No. 5 with Kokolakis Contracting in the amount of \$75,771.45 and an additional 14 calendar days, and authorize the President & CEO to execute the necessary documents. Dr. Leatherwood seconded the motion and it carried unanimously.

PRESIDENT'S REPORT:

A. Update on American and JetBlue Headquarter Visits: Tina Kinsey gave a briefing on the recent visits to the American and JetBlue headquarters. Mrs. Kinsey stated that the news from the airlines has been positive and that they are seeing demand come back quicker than other markets that have been impacted by major hurricanes. Staff will continue to stay in close contact with the airlines and to share information with tourism development organizations that are working to deploy advertising to help build the demand for tourism.

B. Opening of Ticket Counters and North Concourse: Lexie Farmer provided an update on the opening of the ticket counters and the north concourse that will begin in early June and be completed by mid-July. Mrs. Farmer detailed the microphasing including a split configuration that will ensure a smooth transition, the contingencies that will be in place, and the concessions that will be available for passengers. Mrs. Farmer also mentioned that with some rearranging and redesigning of the layout of the gates to provide more capacity for the larger aircraft, by early to mid-July, 8 gates will be up and running in phase 1 with 5 gates using jet bridges and 3 gates ground boarding.

Mrs. Farmer was asked if the airlines would have additional staff in place during the move to the new concourse, and she responded that the airlines have been encouraged to bring in additional staff. The consultant that was hired to assist with the logistics of the opening has been working with both the local and corporate teams on all details. TSA has committed to staffing two checkpoints for two weeks and Authority staff will be on hand for wayfinding and to assist passengers.

INFORMATION SECTION: No comments

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on March 14, 2025 at Council Chambers, Fletcher Town Hall.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: None

ADJOURNMENT: Mr. Lovin moved to adjourn the meeting at 9:12 a.m. Dr. Leatherwood seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item A

Preliminary Approval of the Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport

BACKGROUND

The Authority Board established airline rates, fees and charges by ordinance in 2016. In accordance with Ordinance No. 201601-11, and in preparation for the upcoming FY2025-2026 budget, we have developed a new Schedule of Airline Rates, Fees and Charges for FY2025-2026, using the same agreed-upon rate methodology.

The airlines were notified and presented the new proposed airline rates, fees and charges. A meeting with the airlines was held on March 5, 2025.

ISSUES

The Authority's ordinance process requires a public hearing prior to adoption of these new rates.

ALTERNATIVES

None recommended.

FISCAL IMPACT

The proposed rates are higher overall to provide adequate revenue to cover airline operating costs.



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) consider and approve the proposed Airline Rates, Fees and Charges; (2) schedule a public hearing and accept public comment on the proposed Airline Rates, Fees and Charges; and (3) following the minimum period for public comment and public hearing, adopt the Airline Rates, Fees and Charges for FY2025/2026 at the next scheduled Authority Board meeting.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-11

**AN ORDINANCE TO IMPLEMENT A SCHEDULE OF AIRLINE RATES, FEES AND CHARGES
FOR THE ASHEVILLE REGIONAL AIRPORT.**

IT IS HEREBY ENACTED AND ORDAINED BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AS FOLLOWS:

Section 1. CITATION.

1.1 This Ordinance may be cited as the "**Airline Rates, Fees & Charges Ordinance**".

Section 2: FINDINGS.

2.1 The Greater Asheville Regional Airport Authority was created by Session Law 2012-121, which was ratified by the General Assembly of North Carolina on June 28, 2012.

2.2 Section 1.6(a)(7) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to, among other things: *"[m]ake all reasonable rules, regulations, and policies as it may from time to time deem to be necessary, beneficial or helpful for the proper maintenance, use, occupancy, operation, and/or control of any airport or airport facility owned, leased, subleased, or controlled by the Authority . . ."*

2.3 Section 1.6(a)(6) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the authority to: *"[c]harge and collect fees, royalties, rents, and/or other charges, including fuel flowage fees for the use and/or occupancy of property owned, leased, subleased, or otherwise controlled and operated by the Authority or for services rendered in operation thereof."*

2.4 Section 1.6(a)(21) of Session Law 2012-121 gives the Greater Asheville Regional Airport Authority the ability to: *"[e]xercise all powers conferred by Chapter 63 of the General Statutes [of the State of North Carolina] or any successor Chapter or law."*

2.5 North Carolina General Statute Section 63-53(5) further gives the Greater Asheville Regional Airport Authority the authority: *"[t]o determine the charge or rental for the use of any properties under its control and the charges for any services or accommodations and the terms and conditions under which such properties may be used, provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property."*

2.6 The Greater Asheville Regional Airport Authority is obligated under federal law to maintain an airport user fee and rental structure that, given the conditions of the Airport makes the Airport as financially self-sustaining as possible.

2.7 The Greater Asheville Regional Airport Authority is further obligated under federal law to establish an airport user fee structure that is fair and reasonable to all users, and not unjustly discriminatory.

2.8 In or around Fall 2014, the Greater Asheville Regional Airport Authority contracted with an airport consulting firm, who conducted a comprehensive airline rate and charge study at the Airport, in accordance with the methodology stated in the Rates and Charges Policy promulgated by the Office of the Secretary of the Department of Transportation and by the FAA.

2.9 Since approximately February 2015, the Greater Asheville Regional Airport Authority has consulted with and made repeated, good faith efforts to reach an agreement regarding rates, fees and charges with the Airlines, and to resolve all disputes asserted by the Airlines, and after adequate and timely consultation with the Airlines and with the airport consulting firm, Greater Asheville Regional Airport Authority now desires to implement, by ordinance, the fair, reasonable and not unjustly discriminatory rates and charges structure as proposed by the airport consulting firm.

Section 3. PURPOSE AND SCOPE

3.1 The Greater Asheville Regional Airport Authority finds and determines that it is in the public interest to establish a schedule of Airline rates, fees and charges by ordinance.

3.2 This Airline Rates, Fees & Charges Ordinance shall be applicable to all Airlines utilizing the Asheville Regional Airport.

Section 4. EFFECTIVE DATE

4.1 The Airline Rates, Fees & Charges Ordinance shall take effect as of the 9th day of December, 2016.

Section 5. DEFINITIONS

5.1 "Affiliate" shall mean any airline or other entity designated in writing by Airline as an Affiliate that is operating under the same flight code designator and is: (1) a parent or subsidiary of Airline or is under the common ownership and control with Airline or (2) operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline or (3) is a contracting ground handling company on behalf of Airline at the Airport.

5.2 "Airline(s)" shall mean each airline providing commercial passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers or cargo service to and from the Airport.

5.3 [RESERVED]

5.4 "Airlines' Revenue Landed Weight" is for the applicable Fiscal Year the sum of the products determined by multiplying each Revenue Aircraft Arrival by each of the Airlines by the applicable Certified Maximum Gross Landed Weight of the aircraft making the Revenue Aircraft Arrival.

5.6 "Airport" is the Asheville Regional Airport as it presently exists and as it is hereafter modified or expanded.

5.7 "Airport Operating Requirement" for any Fiscal Year, consists of all of the following: (1) Operation and Maintenance Expenses; (2) O&M Reserve Requirement; (3) Depreciation; (4) Amortization; (5) Debt Service; (6) coverage required on any Bonds; (7) fund deposits required under any Bond Ordinance; (8) the net amount of any judgment or settlement arising out of or as a result of the ownership, operation or maintenance of the Airport payable by Authority during any Fiscal Year. This amount would include, but not be limited to, the amount of any such judgment or settlement arising out of or as a result of any claim, action, proceeding or suit alleging a taking of property or an interest in property without just

or adequate compensation, trespass, nuisance, property damage, personal injury or any other claim, action, proceeding or suit based upon or relative to the environmental impact resulting from the use of the Airport for the landing and taking off of aircraft; and (9) any and all other sums, amounts, charges or requirements of the Airport to be recovered, charged, set aside, expensed or accounted for during any Fiscal Year, or the Authority's accounting system.

5.8 "Amortization" is the amount determined by dividing the net cost of each Airport non-depreciating asset by an imputed estimated life for the asset as determined by the Authority.

5.9 "Assigned Space" means for each Airline, those areas and facilities in the Terminal Building and those areas adjacent to and outside the Terminal Building which are assigned to such Airline for its Preferential use.

5.10 "Authority" means the Greater Asheville Regional Airport Authority.

5.11 "Bond Ordinance" is any ordinance, resolution or indenture authorizing the issuance of Bonds for or on behalf of the Airport or Authority, including all amendments and supplements to such ordinances, resolutions and indentures.

5.12 "Bonds" are all debt obligations issued for or on behalf of the Airport or the Authority subsequent to July 1, 2009, except obligations issued by or on behalf of the Authority for a Special Facility.

5.13 "Capital Charge or Capital Charges" charges that include Amortization, Depreciation and Debt Service.

5.14 "Capital Outlay" is the sum of one hundred thousand dollars (\$100,000) or as otherwise determined by the Authority.

5.15 "Certified Maximum Gross Landed Weight" or "CMGLW" is, for any aircraft operated by any of the Airlines, the certified maximum gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in the airline's FAA approved "Flight Operations Manual".

5.16 "Debt Service" for any Fiscal Year is the principal, interest and other payments required for or on account of Bonds issued under any Bond Ordinance.

5.17 "Depreciation" is the amount which is the net cost of any Airport asset, except a non-depreciating asset, divided by its estimated useful life as determined by the Authority.

5.18 "Enplaned Passengers" are the originating and on-line or off-line transfer passengers of each of the Airlines serving the Airport enplaning at the Airport.

5.19 "Fiscal Year" is July 1st of any calendar year through June 30th of the next succeeding calendar year, or such other fiscal year as Authority may subsequently adopt for the Airport.

5.20 "Holdrooms" means the gate seating areas currently situated in the Airport Terminal Building, as they now exist or as they may hereafter be modified or expanded or constructed by Authority within or as part of the Terminal Building for use by Airline and the other Airlines for their Joint Use.

5.21 "Joint Use Formula" is, for any Fiscal Year, the formula used for prorating Terminal Building Rentals for Joint Use Space.

5.22 "Joint Use Space" means that common use space not assigned, which Airline uses on a joint use basis with other airline tenants.

5.23 "Landing Fees" are the airfield related charges calculated by multiplying the landing fee rate established in the Schedule of Rates, Fees and Charges for the applicable Fiscal Year by the applicable Certified Maximum Gross Landed Weight ("CMGLW") of Revenue Aircraft Arrivals.

5.24 "Operation and Maintenance Expenses" or "O&M Expenses" are, for any Fiscal Year, the total costs and expenses, incurred or accrued by the Authority for that Fiscal Year, in providing for the administration, operation, maintenance and management of the Airport, including, without limitation, the performance by Authority of any of its obligations related to the Airport.

5.25 "O&M Reserve Requirement" is the requirement adopted by the Authority that defines the amount of operating cash reserves to be available within the O&M Reserve Fund. The O&M Reserve Requirement may be revised from time to time and is currently set to equal at least six (6) months of the annual O&M Expenses budgeted for the current Fiscal Year.

5.26 "Passenger Facility Charge (PFC)" is the charge imposed by the Authority pursuant to 49 U.S.C. App. 513, as amended or supplemented from time to time, and 14 CFR Part 158, as amended or supplemented from time to time, or any other substantially similar charge lawfully levied by or on behalf of the Authority pursuant to or permitted by federal law.

5.27 "Preferential Use Space" means that Assigned Space for which Airline holds a preference as to use, and which may be used on a non-preferential basis by another airline or tenant.

5.28 "Rentable Space" is that space within the Airport Terminal Building which has been constructed or designated as rentable space by Authority, including such deletions therefrom and additions thereto as may occur from time-to-time.

5.29 "Revenue Aircraft Arrival" is an airline aircraft landing at Airport, excluding those returning to the Airport due to an emergency, and for which Landing Fees are charged by Authority.

5.30 "Special Facility" is any Airport facility acquired or constructed for the benefit or use of any person or persons, the costs of construction and acquisition of which are paid for (a) by the obligor under a Special Facility agreement, (b) from the proceeds of Special Facility bonds, or (c) both; provided, however, that Airport facilities built by an Airport tenant under a ground lease or any other agreement which by its terms is not indicated to be a Special Facility agreement shall not be considered a Special Facility under this definition.

5.31 "Schedule of Rates, Fees and Charges" is the schedule the rates, fees and charges due by Airline to the Authority and is reestablished each Fiscal Year.

5.32 "Terminal Building Rentals" are the Terminal Building rents calculated by multiplying the Terminal Building Rental Rate times the then-applicable square footage of the Assigned Space in question.

5.33 "Loading Bridge Fees" are the fees calculated by dividing the total Loading Bridge requirement, which currently includes Operating Expenses, Capital Outlay, Debt Service and Debt Service Coverage, by the total departures.

5.34 "Market Share Exempt Carrier" is any New Airline operating with less than 7% market share of total enplanements per month. The only fees applicable to a Market Share Exempt Carrier are Landing Fees and Per Turn Fees, unless the New Airline is leasing preferential space which would be included in separate rent. An Airline will cease to qualify as Market Share Exempt Carrier at the time that the Airline meets or exceeds 7% of market share of total enplanements per month for any six (6) of the immediately preceding twelve (12) months. Once Airline is no longer Market Share Exempt, the Airline will be responsible for all Terminal and Airfield related rates, fees and charges.

5.35 "New Airline(s)" shall mean any new airline providing new commercial passenger or cargo service to and from the Airport, using the Airport Terminal Building or cargo building to enplane and deplane passengers or cargo service to and from the Airport.

Section 6. RATE MAKING METHODOLOGY

6.1 Rates and charges shall be established annually based on the methodology set by the Authority below and in the Schedule of Rates and Charges referenced in Section 8 below.

6.2 Rates and charges shall be developed under a commercial compensatory rate making methodology.

6.3 Rates and charges shall be calculated and set at the beginning of each Fiscal Year.

6.4 Terminal Building Operating Requirement.

6.4.1 For purposes of this Ordinance, the Terminal Building Cost Center shall consist of the current Terminal Building, including the ticketing wing, the Holdrooms, baggage claim facilities, baggage make-up facilities, and passenger loading bridges/regional boarding ramps, as well as the areas immediately adjacent to the west side of the terminal building utilized for baggage tug drives and baggage tug storage, and all public areas, concession areas, and other leasable areas.

6.4.2 The Terminal Building Operating Requirement shall be calculated as specified in Sections 6.4.2.1 through 6.4.2.4 below:

6.4.2.1 By summing the elements of the Airport Operating Requirement allocated to the Terminal Building Cost Center. Currently, this includes O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.4.2.2 By then reducing the total from Section 6.4.2.1 by non-airline revenue credits applied by the President & CEO. These revenue credits are reimbursements and offsets to base costs. This results in the Net Terminal Building Operating Requirement.

6.4.2.3 The Net Terminal Building Operating Requirement calculated in Section 6.4.2.2 is then divided by Rentable Space to obtain the Terminal Building Rental Rate.

6.4.2.4 Finally, each Airlines' share of cost is then derived by multiplying the Terminal Building Rental Rate by the Terminal Building Airlines' rented space (preferential use) and Airlines' share of Joint Use Space as determined by the Joint Use Formula.

6.4.3. Joint Use Space. Joint Use Space shall be classified as Baggage Make-Up, Baggage Claim and Gate Area. Airline's share of the Terminal Building Rentals for Baggage Make-Up and Baggage Claim Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Checked Bags, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space. Airline's share of the Terminal Building Rentals for Gate Area Joint Use Space will be determined as follows: (1) eighty-five percent (85%) of the total rentals due shall be prorated among Airlines using Joint Use Space based upon Airline's share of Enplaned Passengers, (2) fifteen percent (15%) of the total rentals due shall be prorated equally among the Airlines using Joint Use Space.

6.4.4 Per Turn Fee for Market Share Exempt Carriers. The Per Turn Fee for Market Share Exempt Carriers is calculated by dividing the Per Turn requirement by the total estimated departures.

6.5 Airfield Area Operating Requirement.

6.5.1 For purposes of this Ordinance, the Airfield Area Cost Center consists of those areas of land and Airport facilities which provide for the general support of air navigation, flight activity and other aviation requirements of the Airport. The airfield includes runways, taxiways, the terminal apron, aircraft service areas and those ramp areas not included in any other cost center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids and Airport facilities, aviation controls, and other systems related to the airfield. It also includes areas of land acquired for buffer requirements for the landing areas of the Airport, all land acquired for Airport expansion until the land is used or dedicated to another cost center, and all Airport noise mitigation facilities or costs. The Airport's triturator facility, storage areas for airline glycol equipment and tanks, and any fueling facilities and equipment provided to serve the airlines on the terminal apron are also included in the airfield cost center.

6.5.2 The Airfield Area Operating Requirement shall be calculated as specified in Sections 6.5.2.1 through 6.5.2.4 below:

6.5.2.1 By summing the elements of the Airport Operating Requirement allocated to the Airfield Area Cost Center. Currently, this includes the O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

6.5.2.2 By then reducing the total calculated in Section 6.5.2.1 above by non-airline revenue credits applied by the President & CEO. These revenue credits are reimbursements and offsets to base costs. This results in the Net Airfield Area Operating Requirement.

6.5.2.3 The Net Airfield Area Operating Requirement calculated in Section 6.5.2.2 is then divided by the estimated Certified Maximum Gross Landed Weight (CMGLW) of all Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee rate.

6.5.2.4 The Airlines' Landing Fee rate is then multiplied by the estimated CMGLW of the Airlines.

6.5.3 All costs incurred by the Authority for mitigation or damages resulting from noise, environmental incidents or conditions, aircraft fueling, or other Airport aircraft-related conditions or activities will also be charged and allocated to the Airfield Area Operating Requirement.

6.5.4 [RESERVED]

6.5.5 Affiliate. Each Affiliate's operations shall be counted and recorded jointly with Airline's and shall be at the same rate.

6.5.6 [RESERVED]

6.5.7 Other Cost Centers. All other cost centers are not included as part of the Airlines' rates, charges and fees. Authority may apply revenues from the other cost centers to offset expenses at a time, and in an amount, based on the sole discretion of the President & CEO.

6.5.8 Unless otherwise provided herein, all rates, fees and charges are calculated as described in Schedule of Rates, Fees and Charges referenced in Section 8 below.

Section 7. RENTALS, FEES AND CHARGES

7.1 The Authority shall establish the Schedule of Rates, Fees and Charges at the beginning of each Fiscal Year.

7.2 Prior to the establishment of the Schedule of Rates, Fees and Charges each Fiscal Year, the Authority shall formally notify Airline in writing of the anticipated Schedule of Rates, Fees and Charges to be in effect for the upcoming Fiscal Year. Authority's notification to Airline shall include notice of the time and place of a meeting to present the Schedule of Rates, Fees and Charges, expenses and capital charges used in the calculation, and to answer questions of Airline. The anticipated Schedule of Rates, Fees and Charges shall be set forth and supported by a document prepared by the Authority.

7.3 So long as Airline has been notified per above, the implementation of the upcoming Schedule of Rentals and Charges will be effective on the first day of the Fiscal Year.

7.4 Each Airline operating at the Airport shall be responsible for paying those rates and charges itemized below in the amounts specified in the Schedule of Rates, Fees and Charges in Section 8 below:

7.4.1 Preferential Use Space - Each Airline shall pay the Authority for its use of the assigned, Preferential Use Space in the Terminal.

7.4.2 Joint Use Space – Each Airline shall pay the Authority its share of rentals on Joint Use Space used by Airline in common with other airline tenants.

7.4.3 Landing Fees –For its use of the airfield, apron and appurtenant facilities, Airline shall pay a landing fee for each and every aircraft landed by the Airline at the Airport except as otherwise noted herein.

7.4.4 Passenger Facility Charge. Airline shall comply with all of the applicable requirements contained in 14 CFR Part 158 and any amendments thereto. Airline shall pay the Authority the Passenger Facility Charge applicable to all of Airline’s revenue passengers enplaning at the Airport imposed by the Authority from time to time pursuant to applicable Federal law and regulations.

7.4.5 Other Fees and Charges. Airline shall also pay all miscellaneous charges assessed to and owed by Airline to the Authority including, but not limited to, the cost of utilities and services, employee parking fees, telecommunications charges, paging system fees, triturator fees, skycap services, preconditioned air and fixed ground power fees, security measures, such as key cards and identification badges and the like, common use fees and common equipment charges, and law enforcement fees (net of TSA reimbursement).

7.4.5.1 Such other fees and charges shall be detailed by the Authority in the Schedule of Rates, Fees and Charges.

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2025-2026 Schedule of Rates, Fees and Charges effective July 1, 2025 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

9.1 Airlines shall pay for space rentals for Preferential Use Space and Joint Use Space, monthly, without invoice, demand, set-off, or deduction on or before the first (1st) day of each calendar month.

9.2 On or before the fifteenth (15th) day of each month, Airlines shall pay for their Landing Fees for the immediately preceding month.

9.3 Airlines shall report to the Authority on or before the fifteenth (15th) day of each month the Airlines actual operating activity for the prior month by submitting a written report. All such monthly reports shall be submitted on a standardized form provided by the Authority, such form shall act as the actual invoice.

9.4 Payment for all other fees and charges shall be invoiced by the Authority and shall be due upon receipt of the Authority’s invoice. Such payments shall be deemed delinquent if not received within thirty (30) calendar days of the date of such invoice.

9.5 Except as provided above, or if such payments or reporting is under dispute by Airline, Airline shall be in violation of this Ordinance if its payments and reporting information required above are not received by the Authority on or before the fifteenth (15th) day of the month in which they are due.

9.6 Security Deposit. If in the reasonable business discretion of the Authority, it is determined that the financial condition of Airline, at the beginning of air service at the Airport, or an incumbent Airline that has displayed an irregular payment history, then Airline may be required to submit a cash security deposit in

an amount not to exceed the equivalent of six (6) months estimated rentals, fees and charges.

9.6.1 In the event that the Authority determines a security deposit is required, the Airline shall deposit such sum with the Authority within thirty (30) days of being so notified by the Authority, and such sum shall be retained by Authority as security for the faithful performance of Airline's obligation hereunder.

9.6.2 The Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid in accordance with this Ordinance, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Airline, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable wear and tear excepted.

9.6.3 In the event that all or any portion of the security deposit is so applied, the Airline shall promptly, upon demand by Authority, remit to Authority the amount of cash required to restore the security deposit to its original sum.

9.6.4 An Airline's failure to remit the amount of cash required to restore the security deposit in accordance with Section 9.6.3 above within ten (10) calendar days after its receipt of such demand shall constitute a breach of this Ordinance.

9.6.5 If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Airline, without interest, within sixty (60) days of the Airline ceasing operation at the Airport. The Authority will not pay interest on any security deposit.

9.7 Airlines shall pay all rates, fees and charges established herein to the Authority monthly, without set-off, and except as specifically provided above, without invoice or demand therefore, in lawful money of the United States of America, by check payable to Authority delivered or mailed to the Authority or by wire transfer to the Authority.

Section 10. PENALTIES AND ENFORCEMENT

10.1 Unless otherwise specified herein, violation of any provision of this Airline Rates, Fees & Charges Ordinance shall be enforced in accordance with, and subject to the penalties specified in, this Section 10.

10.2 In addition to any civil or criminal penalties set out in this Section 10. or in any other Section or Subsection herein, this Airline Rates, Fees & Charges Ordinance may be enforced by an injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction.

10.3 This Airline Rates, Fees & Charges Ordinance may be enforced by one, all or a combination of the penalties and remedies authorized and prescribed in this Section 10, or elsewhere herein, except that any provision, the violation of which incurs a civil penalty, shall not be enforced by criminal penalties.

10.4 Except as otherwise specified herein, each day's continuing violation of any provision of the Airline Rates, Fees & Charges Ordinance is a separate and distinct offense.

10.5 A violation this Airline Rates, Fees & Charges Ordinance shall not be a misdemeanor or infraction under N.C. Gen. Stat. §14-4; however, civil penalties shall be assessed and civil citations issued for the administrative violation of any provision in accordance with Section 10.6 through 10.7 below.

10.6 The President & CEO shall authorize specific Authority personnel to enforce all administrative violations of this Airlines Rates, Fees & Charges Ordinance.

10.7 Upon any administrative violation of this Airline Rates, Fees & Charges Ordinance, personnel designated in accordance with Section 10.6 shall cause a civil citation to be issued to the violator.

10.7.1 All civil citations shall be hand-delivered to the violator or shall be mailed by first class mail addressed to the last known address of the violator. The violator shall be deemed to have been served upon hand-delivery or the mailing of the civil citation.

10.7.2 Unless otherwise expressly specified herein the civil penalty associated with each civil citation issued for an administrative violation of this Airline Rates, Fees & Charges Ordinance shall be as follows: By a fine of up to \$500.00.

10.8 Any person may submit, within ten (10) days of receipt of a civil violation, a written request that the President & CEO review the civil citation, in accordance with Sections 10.8.1.1 through 10.8.3 below.

10.8.1 A request to the President & CEO shall be in writing and shall be hand delivered to the Office of the President & CEO and must be signed for by and employee of the Authority, or shall be mailed to the President & CEO by certified mail, return receipt requested.

10.8.2 A request to the President & CEO must specify in detail all of the reasons why the civil citation should be modified or withdrawn and must provide a mailing address for the President & CEO to submit a response to the request.

10.8.3 Within ten (10) days of receipt of a request in accordance with Section 10.8.1, the President & CEO shall mail a written decision to the requesting party at the address provided.

10.8.4 Unless a written request for review in accordance with Section 10.8.1 above, civil penalties issued via civil citation for an administrative violation of any Section of this Airport Rates, Fees and Charges Ordinance shall be due and payable to the Authority within 30 days of receipt.

10.8.5 If a written request for review is appealed and the civil citation is not withdrawn, payment of the civil penalty shall be due and payable to the Authority within 30 days of issuance of the President & CEO's written decision to the violator.

10.8.6 Unless other provided, if the violator fails to respond to a citation within 30 days of issuance and pay the fine prescribed therein, the Authority may institute a civil action in the nature of a debt in the appropriate division of the state general court of justice to collect the fine owed.

Section 11. SEVERABILITY

11.1 If any provision, clause, section, or provision of this the Airline Rates, Fees & Charges Ordinance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such

invalid, illegal or unenforceable provision shall be severed from the remainder of the Airline Rates, Fees & Charges Ordinance, and the remainder of shall be enforced and not be affected thereby.

Section 12. AMENDMENT.

12.1 The Authority reserves the right to amend the Airline Rates, Fees & Charges Ordinance, as well as the attached Schedule of Rates, Fees and Charges, at any time, by ordinance, after due notice and public hearing, in accordance with the Authority's Resolution No. __ establishing The Greater Asheville Regional Airport Authority's Policy and Procedure for the Adoption of Ordinances.

ADOPTED THIS the __ day of _____, 2025, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Brad Galbraith, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

Exhibit A

Asheville Regional Airport

2025-2026 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE**RESULTS**

(Fiscal Years Ending June 30)

	2024	2025	2026
Signatory Airline Rates & Charges:			
Terminal Building Rental Rate (per s.f.) ¹	\$87.67	\$148.09	\$191.06
Terminal Rental Rate - Preferential Space (per s.f.) ¹		\$87.67	\$148.09
Passenger-Related Security Fee (per EP)	\$0.82	\$1.01	\$1.55
Landing Fee (per 1,000-lbs)	\$2.55	\$3.27	\$3.01
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.40	\$0.51	\$0.78
Baggage Make-Up & Claim Fee (per bag)	\$1.22	\$1.63	\$2.50
Baggage Make-Up & Claim Fee (per airline)	\$24,051	\$40,629	\$55,793
Gate Area Charge per (enplaned pax)	\$1.33	\$1.71	\$2.64
Gate Area Fee (per airline)	\$61,440	\$103,788	\$133,905
Ramp Fee (per depart.)	\$0.00	\$7.30	\$7.05
Turn Fees ²			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$449.00	\$589.00	\$723.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$518.00	\$680.00	\$834.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$604.00	\$793.00	\$973.00
Average AVL CPE	\$6.50	\$7.95	\$10.54

¹ For FY2025, Terminal Rental Rate for Airline Preferential Space will remain at FY2024 rate

For FY2026, Terminal Rental Rate for Airline Preferential Space will be FY2025 rate

² Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives, and ticket counter

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Enplaned Passengers:</u>			
Allegiant	450,000	550,000	550,000
American	270,000	400,000	290,000
Delta	230,000	290,000	195,000
Jet Blue	4,500	12,000	15,000
Sun Country	15,500	15,000	0
Spirit	0	0	0
United	80,000	108,000	100,000
Total	1,050,000	1,375,000	1,150,000
<u>Estimated Checked Bags:</u>			
Allegiant	149,568	184,987	230,700
American	104,656	149,911	95,060
Delta	142,870	169,021	127,000
Jet Blue	1,675	3,000	0
Sun Country	5,425	5,425	0
Spirit	0	0	0
United	41,821	52,727	52,800
Total	446,015	565,071	505,560
<u>Departures:</u>			
Allegiant	3,006	3,436	3,635
American	3,394	4,910	5,360
Delta	2,552	3,145	3,200
Jet Blue	56	130	150
Sun Country	104	104	0
Spirit	0	0	0
United	1,311	1,977	1,835
Total	10,423	13,702	14,180
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	428,913	487,875	510,000
American	324,000	474,600	348,000
Delta	265,000	327,374	325,000
Jet Blue	5,455	13,696	18,000
Sun Country	15,000	15,000	0
Spirit	0	0	0
United	91,000	139,876	115,000
Total	1,129,368	1,458,421	1,316,000

Note: Amounts may not add due to rounding.

Table 2**TERMINAL SPACE (s.f.)**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Preferential Space:</u> ¹			
Allegiant	1,396	1,396	1,858
American	2,436	2,436	2,436
Delta	2,609	2,609	2,609
JetBlue	330	330	330
Sun Country	267	267	0
United	1,350	1,350	1,350
CRJ	462	462	0
Total Preferential Space	8,850	8,850	8,583
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,855	34,855	34,588
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	472	472	472
Queue (unassigned)	740	740	740
Vacant Airline Preferential Space	785	785	1,052
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,366	27,366	27,633
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Depreciation:</u> ¹				
Gross Depreciation		\$5,400,000	\$8,200,000	\$8,300,000
Less: Grant & PFC Amortization		(3,800,000)	(3,800,000)	(3,800,000)
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$224,000	\$616,000	\$630,000
Terminal Building	[A*C]	480,000	1,320,000	1,350,000
Parking, Roadway, and Ground Trans.	[A*D]	528,000	1,452,000	1,485,000
General Aviation Area	[A*E]	256,000	704,000	720,000
Other Area	[A*F]	112,000	308,000	315,000
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 4**OPERATION AND MAINTENANCE EXPENSES**

(Fiscal Years Ending June 30)

		Budget	Budget	Budget
		2024	2025	2026
<u>By Category:</u>				
Personnel Services		\$10,684,903	\$13,637,208	\$13,728,454
Professional Services		\$701,700	\$887,030	\$1,125,335
Utilities		\$495,565	\$628,010	\$545,375
Promotional Activities		\$337,600	\$464,000	\$375,725
Maintenance and Repairs		\$304,700	\$562,000	\$574,500
Contracted Services		\$2,214,305	\$3,605,987	\$4,643,913
Insurance Expense		\$398,607	\$480,000	\$772,318
Materials and Supplies		\$656,890	\$828,385	\$767,224
Other Expenses		\$540,545	\$665,714	\$633,909
Total O&M Expenses	[A]	\$16,334,815	\$21,758,334	\$23,166,753
<u>By Cost Center (%):</u>				
Airfield Area	[B]	26.0%	25.6%	25.1%
Terminal Building	[C]	45.9%	44.8%	43.7%
Parking, Roadway, and Ground Trans.	[D]	14.6%	16.3%	18.4%
General Aviation Area	[E]	9.7%	9.5%	9.3%
Other Area	[F]	3.9%	3.7%	3.5%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$4,245,524	\$5,571,814	\$5,815,618
Terminal Building	[A*C]	7,492,146	9,754,558	\$10,120,453
Parking, Roadway, and Ground Trans.	[A*D]	2,377,810	3,553,914	\$4,269,721
General Aviation Area	[A*E]	1,587,389	2,064,126	\$2,153,837
Other Area	[A*F]	631,946	813,922	\$807,124
Total O&M Expenses	[A]	\$16,334,815	\$21,758,334	\$23,166,753

Note: Amounts may not add due to rounding.

Table 5**LANDING FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airfield Requirement:</u>				
O&M Expenses		\$4,245,524	\$5,571,814	\$5,815,618
Less: Deicing Chemicals		(40,000)	(40,000)	(40,000)
O&M Reserve Requirement		348,805	663,145	121,902
Net Depreciation		224,000	616,000	630,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$4,907,910	\$6,940,539	\$6,657,101
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$115,000	\$115,000	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$115,000	\$115,000	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$4,792,910	\$6,825,539	\$6,542,101
Airline Landed Weight	[F]	1,129,368	1,458,421	1,316,000
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.24	\$4.68	\$4.97
Revenue Share Credit	[H]	\$1,917,078	\$2,050,644	\$2,587,310
Adjusted Airline Net Requirement	[I=E-H]	\$2,875,832	\$4,774,896	\$3,954,791
Airline Landing Fee	[J=I/F]	\$2.55	\$3.27	\$3.01
Airline Landing Fee Revenue	[K=F*J]	\$2,875,832	\$4,774,896	\$3,954,791

Note: Amounts may not add due to rounding.

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Terminal Requirement:</u>				
O&M Expenses		\$7,492,146	\$9,754,558	\$10,120,453
O&M Reserve Requirement		588,012	1,131,206	182,947
Net Depreciation		480,000	1,320,000	1,350,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	4,258,836
Debt Service Coverage (25%)		0	0	1,064,709
Total Requirement	[A]	\$8,610,158	\$12,255,765	\$17,026,946
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$857,503	\$1,393,130	\$1,787,906
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge or Ramp Fees		0	100,000	100,000
Total Terminal Credits	[B]	\$873,966	\$1,509,593	\$1,904,369
Net Requirement	[C=A-B]	\$7,736,191	\$10,746,172	\$15,122,577
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$124.33	\$172.71	\$243.05
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Airline Requirement	[G=E*F]	\$4,333,665	\$6,019,797	\$8,406,482
Revenue Share Credit	[H]	\$1,278,052	\$858,071	\$1,797,961
Adjusted Airline Requirement	[I=G-H]	\$3,055,613	\$5,161,727	\$6,608,521
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Adjusted Airline Terminal Rate	[J=I/F]	\$87.67	\$148.09	\$191.06
Airline Terminal Rentals	[K=F*J]	\$3,055,613	\$5,161,727	\$6,608,521

Note: Amounts may not add due to rounding.

Table 6A**LOADING BRIDGE OR RAMP FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Ramp Fee</u>				
Operating Expenses ¹		\$0	\$100,000	\$100,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$0	\$100,000	\$100,000
Total Departures	[B]	10,423	13,702	14,180
Ramp Fee (per Departure)	[C=A/B]	\$0.00	\$7.30	\$7.05
Total Loading Bridge Revenue	[D=B*C]	\$0	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 6B

JOINT USE CHARGES

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$641,367	\$1,083,437	\$1,397,824
Supply Costs - Bag Tags		\$0	\$130,000	\$90,000
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,638,398	2,767,681	3,570,795
Total Joint Use Requirement	[G=D+E+F]	\$2,279,765	\$3,981,118	\$5,058,619
<u>Baggage Make-Up & Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$545,162	\$920,921	\$1,264,650
Checked Bags	[I]	446,015	565,071	505,560
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$1.22	\$1.63	\$2.50
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$96,205	\$162,516	\$223,174
Number of Airlines	[L]	4	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$24,051	\$40,629	\$55,793
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$1,392,638	\$2,352,529	\$3,035,175
Enplaned Passengers	[O]	1,050,000	1,375,000	1,150,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.33	\$1.71	\$2.64
Gate Area Requirement (15%)	[Q=E*15%]	\$245,760	\$415,152	\$535,619
Number of Airlines	[L]	4	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$61,440	\$103,788	\$133,905
Total Joint Use Revenue	[G]	\$2,279,765	\$3,851,118	\$5,058,619

Note: Amounts may not add due to rounding.

Table 6C**TICKET COUNTER & QUEUE FEES (UNASSIGNED)**

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$402,915	\$680,628	\$878,130
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$419,378	\$697,091	\$894,593
Enplaned Passengers	[F]	1,050,000	1,375,000	1,150,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.40	\$0.51	\$0.78
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		2024	2025	2026
Personnel-Related Security Cost	[A]	\$1,935,605	\$2,167,975	\$2,215,894
<u>Officer Deployment Hours:</u>				
Total Hours (17 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,064
Holiday (11 Holidays)		(198)	(198)	(187)
Vacation (12 Days)		(216)	(216)	(204)
Training (8 hrs per month per officer)		(144)	(144)	(136)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(153)
Available Hours/Officer	[B]	1,454	1,454	1,384
Number of Officers	[C]	20	20	19
Total Available Hours	[D=B*C]	29,072	29,072	26,304
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,736)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	23,568
Personnel-Related Security Cost per Hour	[G=A/F]	\$73.90	\$82.77	\$94.02
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$485,527	\$543,815	\$583,412
Contract Security - Exit Lane & Employee Screening		\$60,000	\$55,000	\$235,000
Supply Costs - Boarding Passes, etc.		\$0	\$70,000	\$35,000
Less: TSA Reimbursement		(116,800)	0	0
Net Personnel-Related Costs	[H]	\$428,727	\$668,815	\$853,412
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$87.67	\$148.09	\$191.06
Security Checkpoint Space Costs	[K=I*J]	\$428,776	\$724,315	\$934,494
Passenger-Related Security Charges	[L=H+K]	\$857,503	\$1,393,130	\$1,787,906
Enplaned Passengers	[M]	1,050,000	1,375,000	1,150,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.82	\$1.01	\$1.55
Passenger-Related Security Charges	[O=M*N]	\$857,503	\$1,393,130	\$1,787,906

Note: Amounts may not add due to rounding.

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airline Revenue:</u>				
Terminal Rentals		\$3,055,613	\$4,627,010	\$6,239,709
Boarding Bridge or Ramp Fees		0	100,000	100,000
Landing Fees		2,875,832	4,774,896	3,954,791
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		857,503	1,393,130	1,787,906
Deicing Chemicals		40,000	40,000	40,000
Total	[A]	\$6,828,948	\$10,935,035	\$12,122,406
Enplaned Passengers	[B]	1,050,000	1,375,000	1,150,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.50	\$7.95	\$10.54

Note: Amounts may not add due to rounding.

Table 9**PER TURN FEE FOR MARKET SHARE EXEMPT CARRIERS**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Per Turn Requirement:</u>				
Joint Use Cost ¹		\$2,279,765	\$3,981,118	\$5,058,619
Loading Bridge or Ramp Cost		0	100,000	100,000
Unassigned Ticket Counter Cost		419,378	697,091	894,593
Passenger Related Security Charge Cost		857,503	1,393,130	1,787,906
Deicing Chemicals Cost		40,000	40,000	40,000
Total	[A]	\$3,596,646	\$6,211,339	\$7,881,117
Total Departures	[B]	10,423	13,702	14,180
Average Per Turn Cost	[C=A/B]	\$345.07	\$453.32	\$555.79
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*130%]	\$449.00	\$589.00	\$723.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*150%]	\$518.00	\$680.00	\$834.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*175%]	\$604.00	\$793.00	\$973.00

Note: Amounts may not add due to rounding.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item B

Approval of the Authority’s Preliminary Fiscal Year 2025/2026 Budget

BACKGROUND

Airport staff is requesting that the Authority Board approve the Proposed Preliminary Fiscal Year 2025/2026 Budget and allow the budget to remain available for public inspection for a minimum of 10 days. The Fiscal Year 2025/2026 Budget will then be presented to the Authority Board for final adoption at its next scheduled meeting.

ISSUES

None.

ALTERNATIVES

None recommended.

FISCAL IMPACT

No fiscal impact until adopted.

RECOMMENDED ACTION

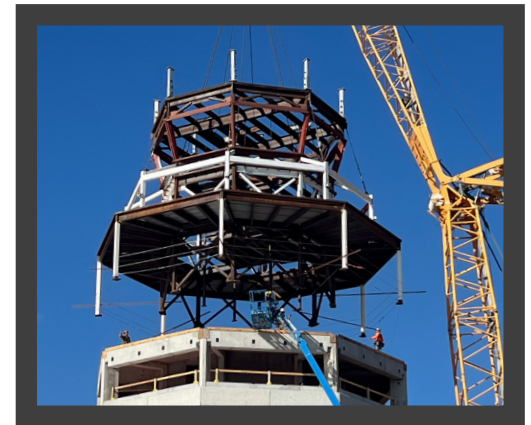
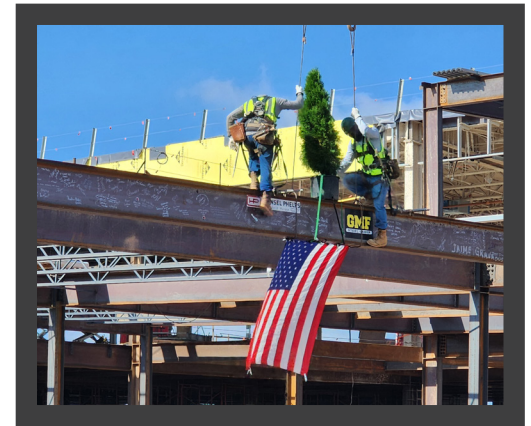
It is respectfully requested that the Airport Authority Board resolve to (1) approve the Proposed Preliminary Fiscal Year 2025/2026 Budget; and (2) accept public comment on the Proposed Fiscal Year 2025/2026 Budget during the next 10 days.



PROPOSED 2025/2026 BUDGET

Greater Asheville Regional Airport Authority

March 14, 2025



Agenda



General Statistics



Proposed FY 2025/2026 Operating Budget



Proposed FY 2025/2026 Capital Budget



Proposed FY 2025/2026 Reserve Funds



Proposed FY 2025/2026 Estimated Cash Balance

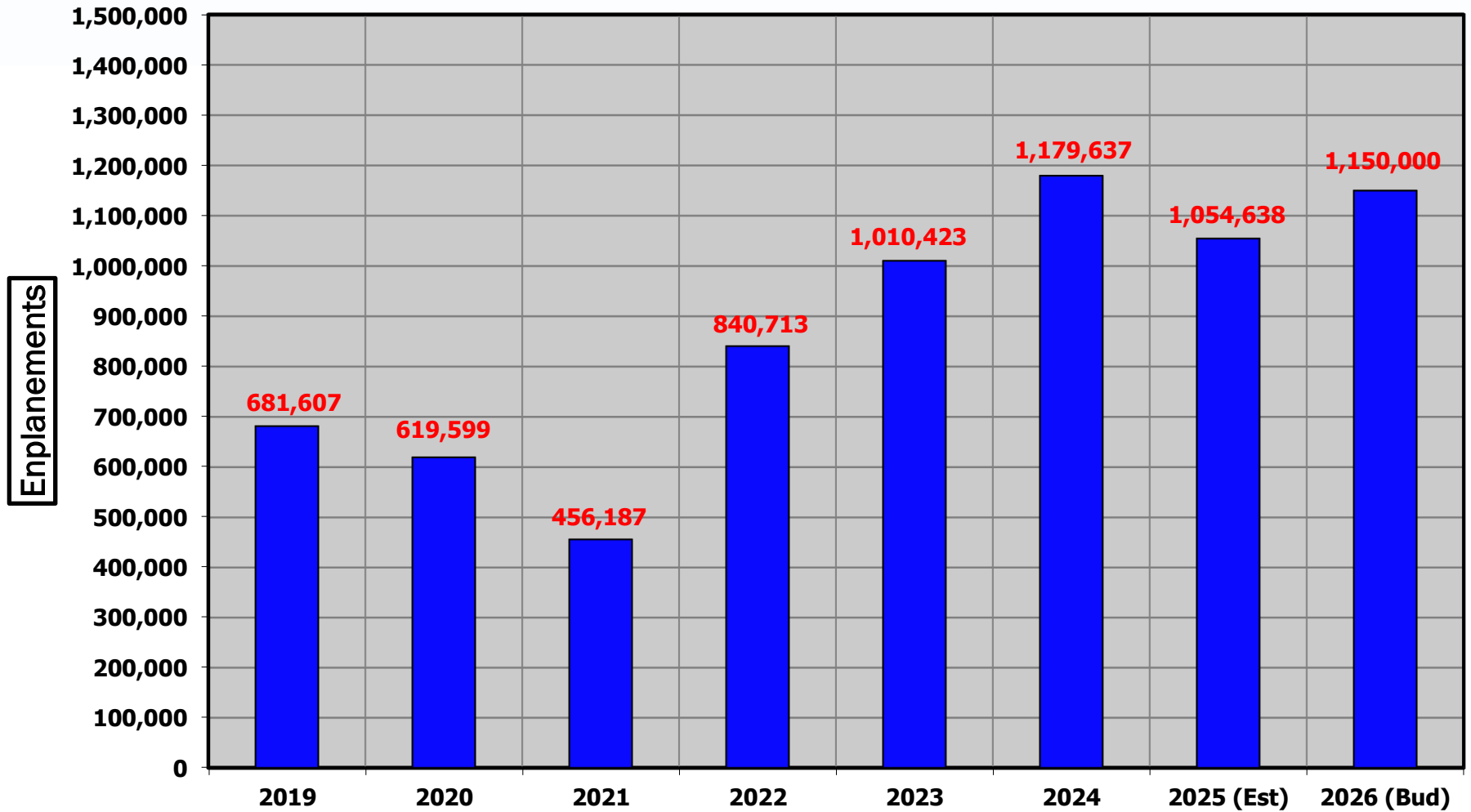


Proposed FY 2025/2026 Supplemental Fees



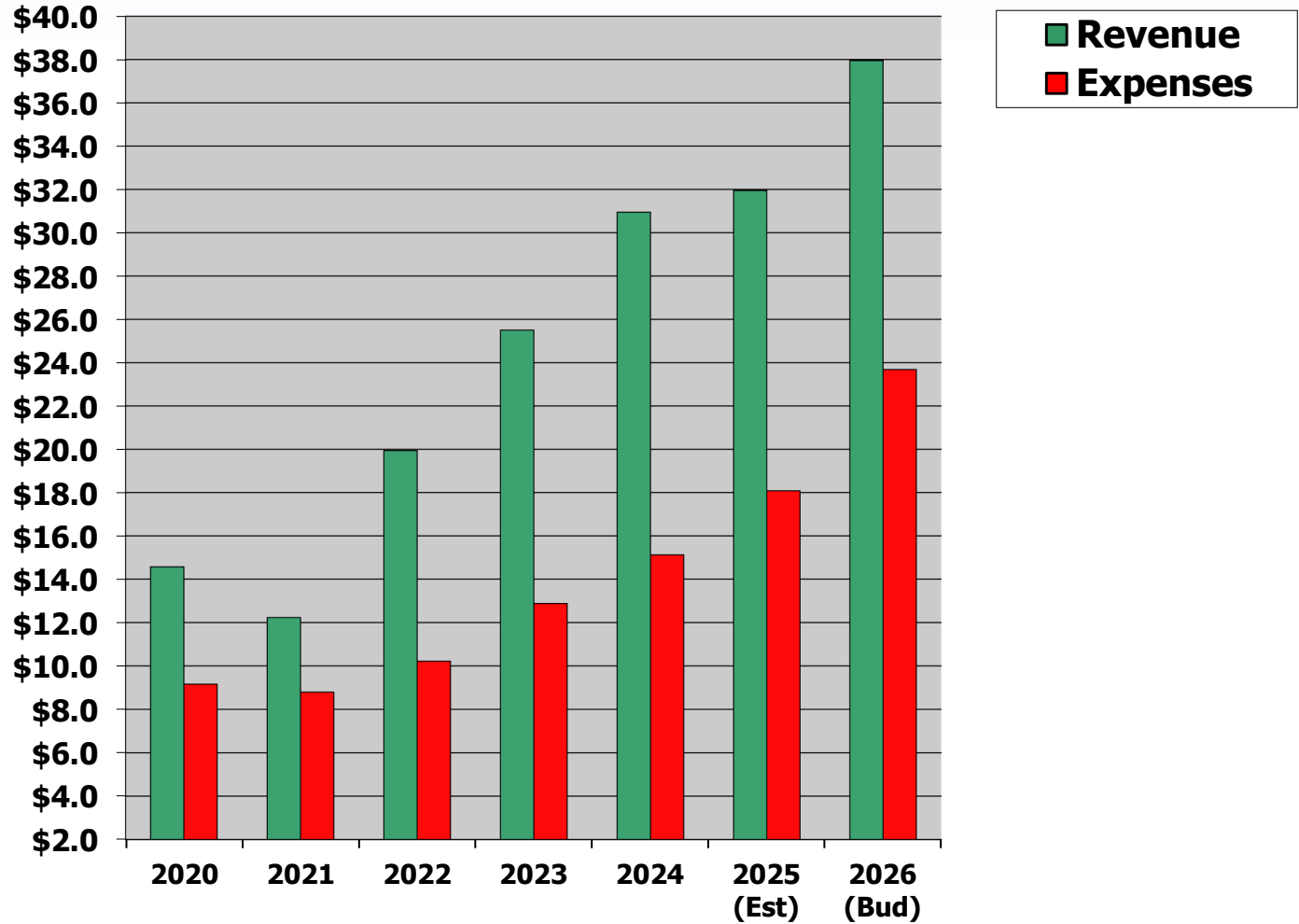
Questions and Comments

Passenger Traffic

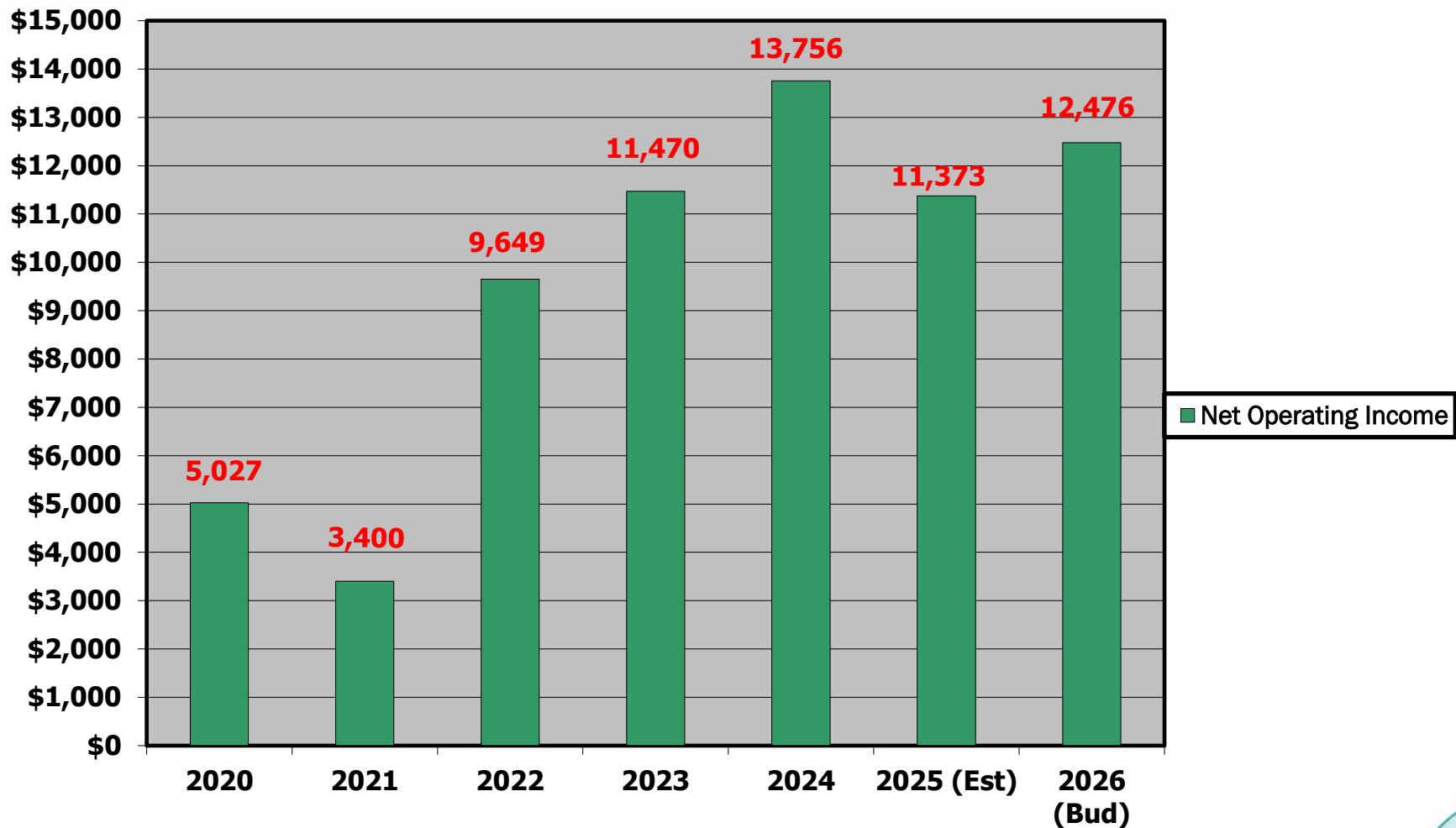


Operating Revenues/Expenses

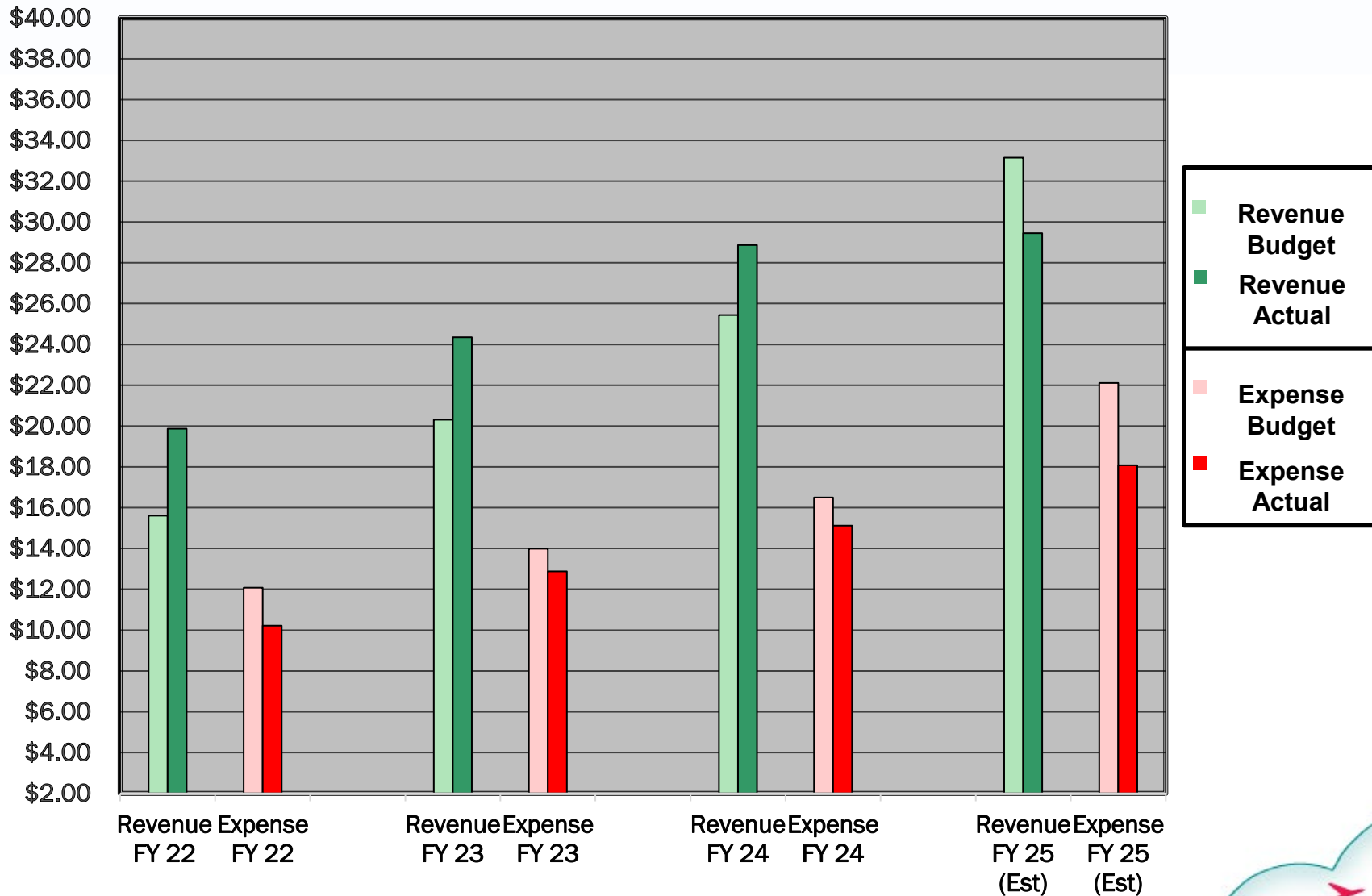
Millions of Dollars



Net Operating Income



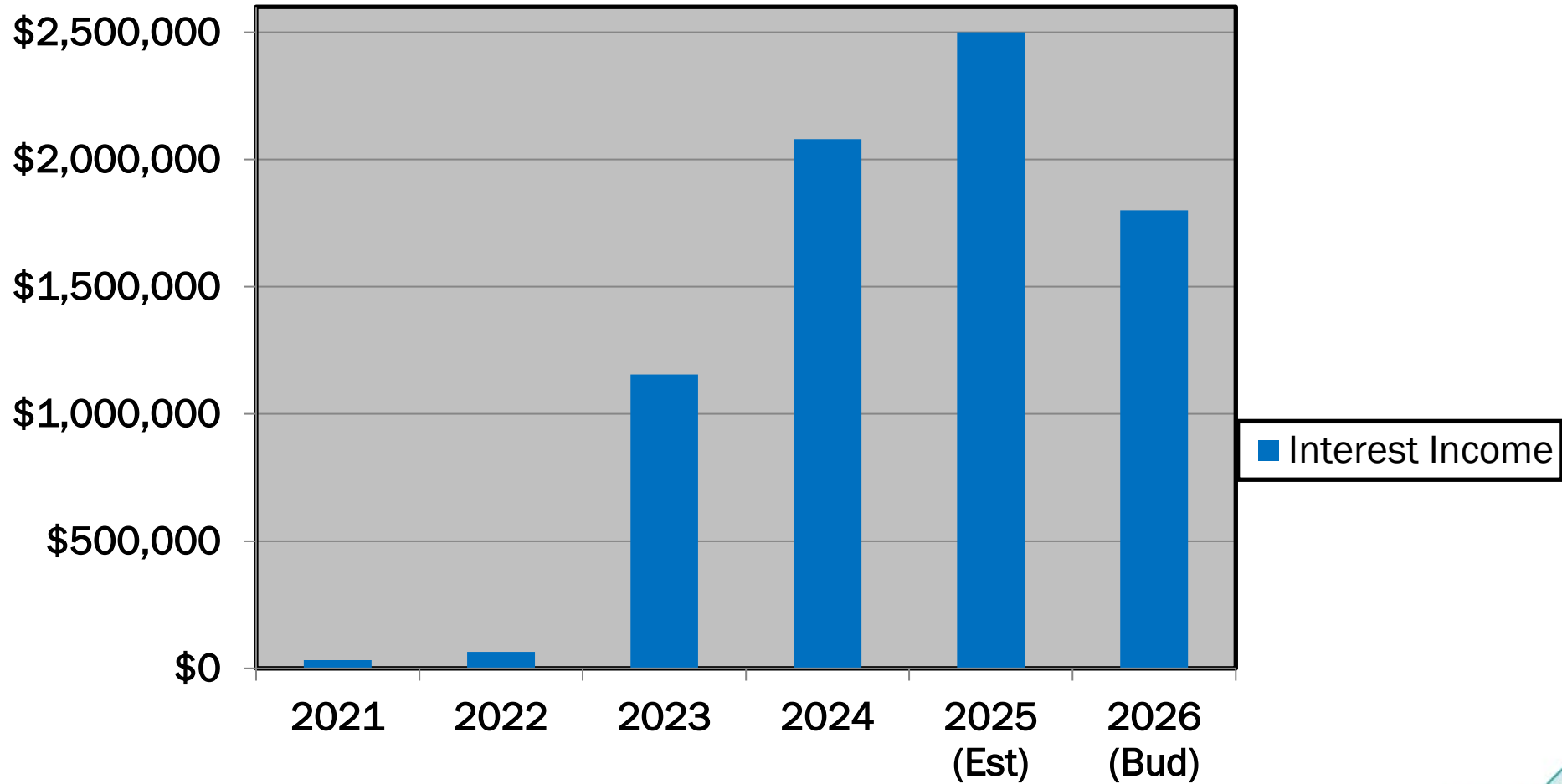
Operating Revenues/Expenses – Budget/Actual



Millions of Dollars



Interest Income



Proposed Operating Budget

Basic Operating Budget Assumptions

OPERATING REVENUES:

- **Passenger enplanements – 1,150,000**
- **Airline revenue is conservative using the rates by ordinance model.**
- **Airline terminal rentals increase due to space in new terminal.**
- **Food and Beverage revenue increase due to additional options in new terminal.**
- **Airline security fees increase due to security contract for exit lane and aviation worker screening.**
- **Parking revenue increase due to implementation of higher parking fees.**
- **Land lease increase due to ground lease with Sheetz.**

Basic Operating Budget Assumptions (cont'd)

OPERATING EXPENSES:

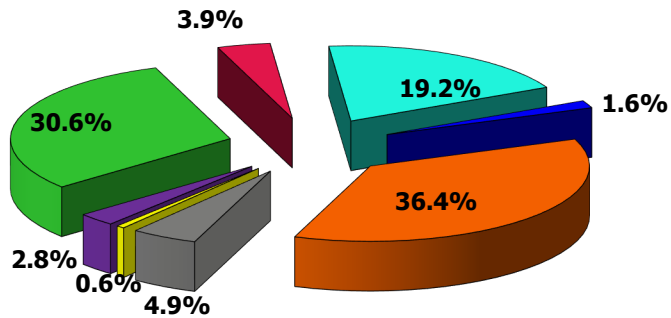
- **Salary adjustment pool budgeted at 5.5%, with anticipation of 3.0% cost of living, maximum of 2.0% merit salary increases and .5% used at President & CEO's discretion for exemplary employee service.**
- **Request for approval of 5 additional FT personnel and 3 PT personnel; however only requesting funding for 2 FT and 2 PT positions due to current budget constraints.**
- **Increase in contractual services due to increase of new loading bridge and baggage handling system maintenance contract and custodial contract.**
- **Increase in insurance due to additional coverage needed for new terminal and equipment.**

Proposed Operating Budget

	Budget Amounts			Percent Change
	FY2024/2025	FY2025/2026	Difference	
<u>Revenues</u>				
Operating Revenues	\$33,147,317	\$36,152,378	\$ 3,005,061	9.1%
Investment Income	1,200,000	1,800,000	600,000	50.0%
Total Operating & Investment Revenues	34,347,317	37,952,378	3,605,061	10.5%
<u>Expenses</u>				
Operating Expenses	22,425,285	23,676,753	1,251,468	5.6%
Total Operating Expenses	22,425,285	23,676,753	1,251,468	5.6%
Net Operating & Investment Income	\$ 11,922,032	\$ 14,275,625	\$ 2,353,593	19.7%

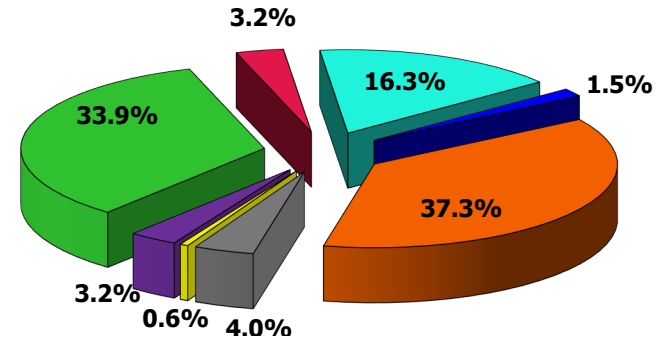
Sources of Operating Revenue

FY 2025 (Est)



■ Airline - 30.6%	■ Concession - 3.9%
■ Rental Car - 19.2%	■ Ground Transp - 1.6%
■ Parking - 36.4%	■ FBO - 4.9%
■ Other - 0.6%	■ Building & Land - 2.8%

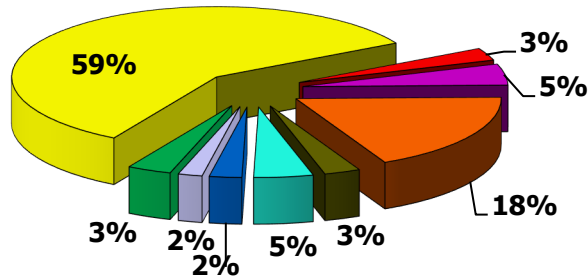
FY 2026 (Bud)



■ Airline - 33.9%	■ Concession - 3.2%
■ Rental Car - 16.3	■ Ground Transp - 1.5%
■ Parking - 37.3%	■ FBO - 4.0%
■ Other - 0.6%	■ Building & Land - 3.2%

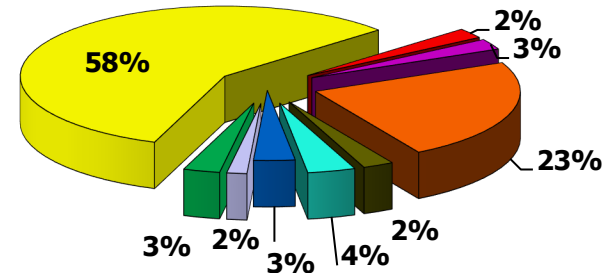
Operating Expenses by Category

FY 2025 (Est)



- Salaries/Benefits - 59%
- Utilities - 3%
- Professional Serv - 5%
- Contractual Serv - 18%
- Repairs/Maint - 3%
- Supplies - 5%
- Insurance - 2%
- Promotional Activ - 2%
- Other - 3%

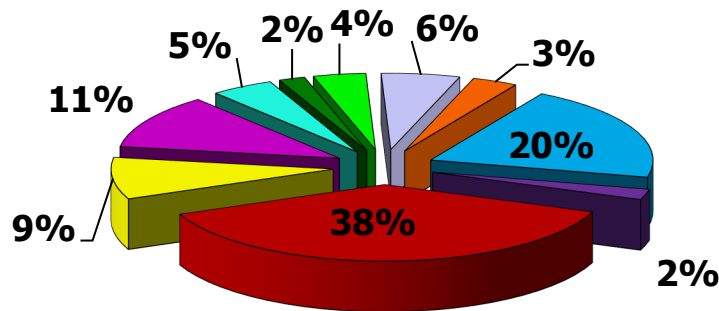
FY 2026 (Bud)



- Salaries/Benefits - 58%
- Utilities - 2%
- Professional Serv - 3%
- Contractual Serv - 23%
- Repairs/Maint - 2%
- Supplies - 4%
- Insurance - 3%
- Promotional Activ - 2%
- Other - 3%

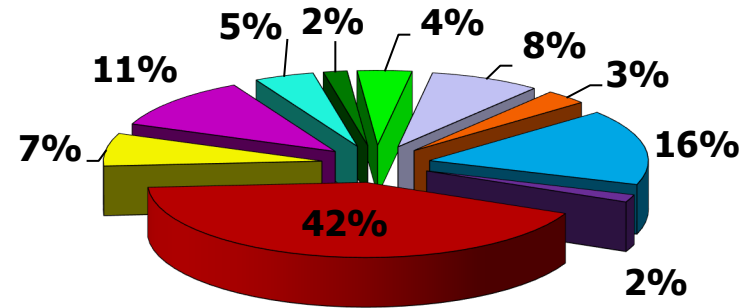
Operating Expenses By Department

FY 2025 (Est)



- Public Safety - 20%
- Properties & Contracts - 2%
- Ops & Maintenance - 38%
- Executive - 9%
- Information Technology - 11%
- Marketing & PR - 5%
- Guest Services - 2%
- Finance - 4%
- Administration - 6%
- Planning - 3%

FY 2026 (Bud)



- Public Safety - 16%
- Properties & Contracts - 2%
- Ops & Maintenance - 42%
- Executive - 7%
- Information Technology - 11%
- Marketing & PR - 5%
- Guest Services - 2%
- Finance - 4%
- Administration - 8%
- Planning - 3%

Proposed Capital Budget

Carry-Over Capital Projects

Description	Amount	Estimated Spending Through	Estimated Balance to	FAA & TSA	NC DOT	PFCs Currently	Airport
	Authorized	6/30/2025	Carryover	Grants	Grants	Approved	Funds
Terminal & ATC Tower Constr	447,730,899	245,000,000	202,730,899	30,200,000			172,530,899
Parking Garage Repairs	325,000	105,000	220,000				220,000
Taxiway A Rehab - Design	1,129,142	800,000	329,142	300,000			29,142
ARFF Vehicle	1,340,850	0	1,340,850	1,111,808			229,042
Perimeter Rd Improvements	400,000	0	400,000				400,000
Parking Lot – Tenant Reimb	2,308,350	0	2,308,350				2,308,350
Overlook parking - Design	1,778,149	1,000,000	778,149				778,149
RON Parking - Design	408,380	390,000	18,380				18,380
TOTAL CARRYOVER	\$ 455,420,770	\$247,295,000	\$208,125,770	\$31,611,808			\$ 176,513,962

Represents current estimated amounts. Related contracts requiring Board approval will be presented to the Board before implementation.

Proposed Capital Budget

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2025/2026**

Description	Total	Funding Source				
		FAA-AIP Entitlements	FAA-AIP Discretionary	NCDOT Grants	Currently Approved PFCs	Airport Funds
<u>Capital Improvements (1)</u>						
Roadway Improvements - Design	\$4,750,000					\$ 4,750,000
Runway/Taxiway Sealcoat	1,111,111	1,000,000				111,111
Total Capital Improvements	\$5,861,111	1,000,000				\$4,861,111

(1) All purchases of Capital Improvements will be presented to the Authority Board for final approval before implementation unless otherwise authorized by the Authority Board.

Proposed Capital Budget

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2025/2026**

Description	Total	Funding Source				
		FAA- AIP Entitlements	FAA- AIP Discretionary	NCDOT Grants	Currently Approved PFCs	Airport Funds
<u>Equipment and Small Capital Outlay</u>						
GIS System	160,000					160,000
Public Safety RMS/CAD Software	133,000					133,000
Departmental Vehicles	75,000					75,000
Autonomous Floor Equipment	85,000					85,000
Holiday Décor	100,000					100,000
Total Equipment and Small Capital Outlay	\$ 553,000					\$ 553,000

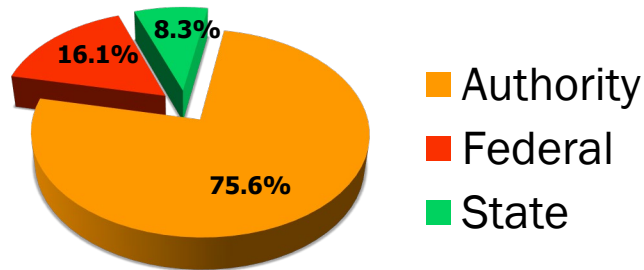
Proposed Capital Budget (cont'd)

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2025/2026**

Description	Total	Funding Source				
		FAA-AIP Entitlements	FAA-AIP Discretionary	NCDOT Grants	Currently Approved PFCs	Airport Funds
<u>Renewal and Replacement</u>						
Code Blue Replacement	39,000					39,000
Flail Mower Attachment	9,000					9,000
Vehicle Replacement	100,000					100,000
Light Towers	40,000					40,000
Update IET Videos	23,750					23,750
Grounds Master Mower	125,000					125,000
Total Renewal and Replacement	336,750					336,750
Total	\$ 6,750,861	\$ 1,000,000				\$ 5,750,861

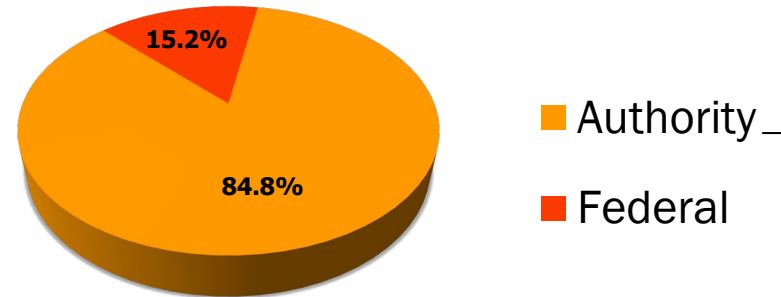
Capital Funding Sources

FY 2025 (Est)



Authority's Contribution - \$78,656,000

FY 2026 (Bud)



Authority's Contribution - \$182,264,823

Reserve Funds

Operations & Maintenance Reserve

- **Description and Justification**
 - Established to cover fluctuations in cash flow and provide quick access to additional operational cash.
- **Equivalent to 10 months of budgeted FY 2025/2026 operating expenses.**
 - \$19,730,628 for FY 2025/2026

Emergency Repair Reserve

- **Description and Justification**
 - Established to cover emergency repairs and provide ready access to the required cash.
- **\$650,000 for FY 2025/2026**

Estimated Cash Balance

Cash Balance

	<u>Amount</u>	
Estimated Cash & Investment Balance at June 30, 2025		\$270,000,000
Plus: Net Operating & Investment Revenues		14,275,625
Less Other Costs:		
Business Development Costs	(400,000)	
Contingency	(100,000)	
Debt Service	<u>(20,600,582)</u>	(21,100,582)
Plus Non-Operating Revenues:		
Bond Interest	3,000,000	
Passenger Facility Charges	4,500,000	
Customer Facility Charges	<u>2,800,000</u>	10,300,000
Plus Capital Contributions:		
Federal Grants – AIP/BIL/TSA	32,611,808	
NC DOT Grants	<u>8,643,276</u>	41,255,084

Cash Balance (cont'd)

Less Capital Costs:		
Capital Improvements	(5,861,111)	
Equipment and Small Capital Outlay Fund	(553,000)	
Renewal and Replacements	(336,750)	
Carryover Projects From FY2025	<u>(208,125,770)</u>	(214,876,631)
Estimated Cash & Investment Balance at June 30, 2026		<u>99,853,496</u>
Estimated Restricted Cash at June 30, 2026		20,000,000
<u>Reserves:</u>		
Operations & Maintenance Reserve (10 Months) *		19,730,628
Emergency Repair Reserve		650,000
Estimated Unrestricted Undesignated Cash & Investments at June 30, 2026		<u>\$ 59,472,868</u>

* Board policy requires 6 months' reserve

Supplemental Fees

Proposed FY 2025/2026 Fees

	FY 2024/2025 Current Fees		FY 2025/2026 Proposed Fees	
	Cost	Per	Cost	Per
Maintenance				
Scissor Lift	\$ 100.00	day	\$ 100.00	day
Large ADA Ramp Rental	\$ 100.00	use	\$ 100.00	use
Air Stair Rental	\$ 100.00	use	\$ 100.00	use
Volvo Wheel Loader	\$ 150.00	use	\$ 150.00	use
Fork-lift	\$ 100.00	use	\$ 100.00	use
Pallet Jack	\$ 50.00	use	\$ 50.00	use
Tenant Sweeper	\$ 125.00	hour	\$ 125.00	hour
Service Truck	\$ 50.00	hour	\$ 50.00	hour
Backhoe	\$ 100.00	hour	\$ 100.00	hour
Lighted X	\$ 200.00	day	\$ 200.00	day
Light Tower	\$ 150.00	day	\$ 150.00	day
Paint Stripper	\$ 100.00	hour	\$ 100.00	hour
Large Aircraft Removal Dolly	\$ 200.00	day	\$ 200.00	day
Small Aircraft Removal Dolly	\$ 100.00	day	\$ 100.00	day
FOD Mat			\$ 125.00	hour
Aircraft Jack	\$ 100.00	use	\$ 100.00	use
Cores	\$ 40.00	each	\$ 40.00	each
Keys	\$ 12.00	each	\$ 12.00	each
Large Dump Truck	\$ 200.00	hour	\$ 200.00	hour
Small Broom	\$ 200.00	hour	\$ 200.00	hour
Large Broom	\$ 300.00	hour	\$ 300.00	hour
Pressure Washer	\$ 125.00	hour	\$ 125.00	hour
Maintenance Labor Rate (1)	\$ 80.00	hour	\$ 80.00	hour
Security Escort Rate (1)	\$ 80.00	hour	\$ 80.00	hour

Proposed FY 2024/2025 Fees (cont'd)

	FY 2024/2025 Current Fees		FY 2025/2026 Proposed Fees	
	Cost	Per	Cost	Per
<u>Department of Public Safety</u>				
ARFF Apparatus for 1500 gal. or greater	\$ 250.00	hour	\$ 250.00	hour
ARFF Apparatus for less than 1500 gal.	\$ 150.00	hour	\$ 150.00	hour
Command, Police, and Ops support vehicles	\$ 100.00	hour	\$ 100.00	hour
Aircraft recover dolly	\$ 150.00	day	\$ 150.00	day
DPS Labor Rate (1)	\$ 80.00	hour	\$ 80.00	hour
Mutual Aid Agencies collected on their behalf		as incurred		as incurred
Replacement charges for AVL equipment/supplies		as incurred		as incurred
<u>Information Technology (IT) Department</u>				
IT Labor Rate - Non-Network (1)	\$ 100.00	hour	\$ 100.00	hour
IT Labor Rate - Network-Related (1)	\$ 150.00	hour	\$ 150.00	hour
10 Mbps Up/Down Speed (2)			\$ 75.00	month
100 Mbps Up/Down Speed (2)			\$ 125.00	month
Dark Fiber per strand per 0-1000 ft (2)	\$ 25.00	month	\$ 25.00	month
Dark Fiber per strand per 0-2000 ft (2)	\$ 28.00	month	\$ 30.00	month
Dark Fiber per strand per 0-3000 ft (2)	\$ 30.00	month	\$ 35.00	month
Telephone Service – Per Telephone Number (2)	\$ 55.00	month	\$ 50.00	month
Fax Service – Per Fax Machine/Phone Number (2)	\$ 25.00	month	\$ 25.00	month
Cisco IP Phone – Model 7821	\$ 8.50	month	\$ 8.50	month
Cisco IP Phone – Model 8800	\$ 13.00	month	\$ 13.00	month
Cisco 1 Port Analog Line Converter-ATA1190	\$ 5.10	month	\$ 5.25	month
Cisco 2 Port Analog Line Converter VG202	\$ 23.24	month	\$ 23.00	month
IP TV Connection Charge (Per TV) (2)			\$ 20.00	month
Amadeus Shared Use Network Charge – Per Airline (2)	\$ 50.00	month	\$ 50.00	month

Notes:

(1) One hour minimum, minimum of 3 hours charged after regular business hours.

(2) One hour of labor will be charged for initial setup & configuration for all services.

Proposed FY 2024/2025 Fees (cont'd)

<u>Identification Badge Fees and Charges</u>	FY 2024/2025 Current Fees		FY 2025/2026 Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 90.00		\$ 95.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Renewal of Badge				
SIDA Badge	\$ 90.00		\$ 90.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 90.00 / \$ 105.00		\$ 105.00/\$120.00	
Non-SIDA Badge (5)	\$ 65.00 / \$ 80.00		\$ 65.00 / \$ 80.00	
Damaged Badge				
SIDA Badge (6)	\$ 50.00 / \$ 75.00		\$ 50.00/\$ 75.00	
Non-SIDA Badge (6)	\$ 50.00 / \$ 75.00		\$ 50.00/\$ 75.00	
Security Escort Training	\$ 80.00		\$ 80.00	
Lock-out Service	\$ 80.00		\$ 80.00	
PIN Reset	\$ 20.00		\$ 20.00	

Notes:

(4) **\$105.00 for the first replacement badge, \$120.00 for the second replacement badge.**

(5) \$65.00 for the first replacement badge, \$80.00 for the second replacement badge.

(6) \$50.00 for a damaged badge, \$75.00 if badge damaged due to negligence.

Proposed FY 2024/2025 Fees (cont'd)

	FY 2024/2025 Current Fees			FY 2025/2026 Proposed Fees		
	Cost	Per		Cost	Per	
Parking and Ground Transportation						
Parking						
Daily	\$	2.00	hour	\$	3.00	hour
	\$	12.00	day	\$	12.00	day
	\$	72.00	week	\$	72.00	week
Parking Garage	\$	2.00	hour	\$	3.00	hour
	\$	15.00	day	\$	17.00	day
	\$	90.00	week	\$	90.00	week
Hourly	\$	2.00	hour	\$	3.00	hour
	\$	30.00	day	\$	30.00	day
Employee Parking Rate		\$ 70 / \$ 60	new/renewal		\$ 70 / \$ 60	new/renewal
Commuter Parking Rate		\$ 300 / \$ 285	new/renewal		\$ 300 / \$ 285	new/renewal
Non-Tenant Aviation Commuter	\$	900.00	annual			
Fines		up to \$1,000	day		up to \$1,000	day
Ground Transportation						
Charter Bus Company (1-2 buses) (8)	\$	1250.00	annual	\$	1300.00	annual
Charter Bus Company (3-4 buses) (8)	\$	2750.00	annual	\$	3000.00	annual
Charter Bus Company (5 or more buses) (8)	\$	4500.00	annual	\$	5000.00	annual
Hotel Shuttle	\$	1000.00	annual	\$	1,100.00	annual
Car/Limo Service	\$	400.00	annual	\$	400.00	annual
Off-Site Parking Shuttle (0-99 spaces)	\$	5,000.00	annual	\$	5,000.00	annual
Off-Site Parking Shuttle (100-499 spaces)	\$	7,500.00	annual	\$	7,500.00	annual
Off-Site Parking Shuttle (500-999 spaces)	\$	10,000.00	annual	\$	10,000.00	annual
Airport Ground Transportation Permit (9)	\$	50.00	annual	\$	50.00	annual
Airport Ground Transportation Pick-up Fee (9)	\$	3.00	per trip	\$	4.00	per trip
Transp. Network Company (TNC) Pick-up Fee	\$	3.00	per trip	\$	4.00	per trip
Transp. Network Company (TNC) Drop-off Fee	\$.50	per trip	\$	1.50	per trip
Off-Airport Rental Car Fee		10.00%	of gross revenue		10.00%	of gross revenue

Notes:

- (8) Companies with a vehicle fleet of charter coach vehicles with seating capacity greater than 20 seats.
 (9) All Ground Transportation operators except TNCs and charter bus companies

QUESTIONS?

March 14, 2025

BUDGET MESSAGE

To: Members of the Greater Asheville Regional Airport Authority

From: Lew S. Bleiweis, A.A.E., President & CEO

The attached budget for the fiscal year ending June 30, 2026 has been prepared with special consideration given to the safeguarding of the Greater Asheville Regional Airport Authority's assets and the reliability of the Authority's financial records, while maintaining the flexibility to allow the airport staff the tools to provide outstanding service to our passengers and tenants and the general public.

We are custodians of public funds and public funds should not be convenient to spend. With this in mind, every employee will follow the requirements of the Authority's Policies and Procedures and the approved budget when purchasing goods and services.

The intended goals of the operations set forth in the attached budget are to continue the excellent safety record at the Asheville Regional Airport and to provide the best facilities possible to enhance the growth of the Airport and to thereby benefit the entire community served by the Airport.

As construction of the new terminal continues, staff is planning for the increase in operational costs as the opening of the North Concourse is expected in June 2025. While Hurricane Helene severely impacted the local economy, airline traffic is expected to rebound during FY25/26.

The following narrative contains brief explanations and insights related to the preparation of this budget:

ASSUMPTIONS

Based on airline estimates, passenger enplanements are projected to be 1,150,000 in FY26.

Total revenue is projected to increase due to increased rates in the new terminal, additional food and beverage options, an additional ground lease contract and parking rate increases.

Budgeted operating expenses are expected to increase 5.6% due to an increase in contractual services and insurance costs associated with the new terminal.

OPERATING REVENUE

Investment Income:

Funds available for investment are expected to remain near FY25 levels with interest rates possibly less than FY25, so total investment earnings are expected to be less than actual earnings in FY25.

Space Rent-Non Airline:

All line items listed are at the lease rates in effect for the new fiscal year.

Space Rent-Airline:

Airline space rentals are based on the FY25/26 rates.

Concessions:

Revenue from food and beverage sales budgeted to increase due to the addition of new options in the North Concourse. The other line items are based on current agreements and/or historical averages.

Auto Parking:

Public parking revenue is budgeted to increase due to the implementation of higher parking fees.

Rental Car-Car Rentals:

Rental car concessions budgets are based on amounts in approved agreement.

Rental Car-Facility Rent:

Budget estimates are based on the rental car agreements. The contracts provide that these facility rents be increased annually by the greater of the CPI or 3.5%. Due to construction constraints, the counter/office space rents will not increase during FY25/26. The Common Area Maintenance (CAM) fees are based on those included in the Operations Department budget.

Commercial Ground Transportation:

The revenues from ground transportation fees are budgeted to increase slightly due to the increase in rates. Employee parking is based on staff estimates.

Landing Fees:

Landing fees are estimated based on landed weights projected by the airlines. Landing fees are charged based on 1,000 pounds of airlines gross landed weight.

FBOs:

The FBO fees are based on the current agreements with Signature Flight Support.

Building Leases:

All estimates are backed by current leases in place.

Land Leases:

All estimates are backed by current leases in force.

Other Leases/Fees:

Airline security fees are budgeted to increase with the budgeted increase in LEO personnel costs and contractual costs for exit lane and aviation employee screening. Telecommunication fees are based on estimated tenant usage of Authority provided phone, data and cable service. Other items are estimates based on historical data.

OPERATING EXPENSES**Personnel Services:**

Payroll costs are based on current salaries for all employees, plus estimated longevity bonuses. Staff is proposing a salary adjustment pool of 5.5% for FY2025/2026, with the anticipation of 3.0% cost of living increase and a maximum of 2.0% merit increase. Also included is .5% to be used at President & CEO's discretion for exemplary employee service. The cost of living increase also applies to salary grade ranges. Overtime is estimated by department vice presidents based on historical amounts. Benefits are estimated for each benefit type to better manage benefit costs. Total benefits are averaged at approximately 55% of payroll. New positions increase by 6.5 FTEs for FY2025/2026; however, funding is being requested for only 3 FTEs. Funding for the remaining 3.5 FTEs will be requested at a later date.

Professional Services:

Professional services are estimated by staff based on services necessary for continuing operations.

Contractual Services:

Contractual services include the cost of the parking management and parking shuttle services, custodial contracts, various security-related services including aviation worker screening, new loading bridge and baggage handling system maintenance contracts and various other maintenance contracts. Budgeted amounts are estimated based on agreements and/or historical data.

Travel and Training:

The estimate for employee training and various educational conferences has been prepared by each department vice president using known facts and historical information. Much of this budget is due to training which is either required or considered vital for airport management.

Communications and Freight:

Telecommunications and postage expenses are estimated by staff using known facts and historical information.

Rents and Leases:

The estimate for rents and leases is based on current copier and postage machine lease agreements and the leases of mobile units for temporary office space.

Insurance:

The costs of business insurance premiums are based on estimates obtained by staff.

Utility Services:

Utility services are estimated based on the latest historical data.

Repairs and Maintenance:

This line item, the timing and amount of which is always difficult to predict, has been estimated by the Vice President of Operations and Maintenance and other staff to account for repairs and maintenance anticipated for FY2025/2026.

Printing and Binding:

This estimate is based on known needs and historical data.

Promotional Activities:

These activities represent media advertising, community sponsorships, and tenant and employee events, and are based on planned activities for FY2025/2026. This year's budget includes \$60,000 for the Runway 5K, with revenue to offset this cost.

Other Current Charges and Obligation:

This estimate includes bank fees, in-house advertising expenses, legal notices and advertising, and Board meeting expenses. It is estimated based on historical data.

Operating Supplies:

This estimate is prepared by each department vice president based on known events and historical data.

Books, Publications, Subscriptions, Memberships:

This estimate is prepared by each department vice president using historical data and known events and facts.

EMERGENCY REPAIR

This is an estimate to cover any unplanned, emergency repairs. The amount is based on historical costs.

CONTINGENCY

This is an estimate to cover any unknown expense. The amount is determined by the President & CEO.

CAPITAL BUDGET

The capital budget items were generated by the department vice presidents and include capital improvement projects in the approved five-year capital improvement plan for FY2025/2026. Explanations and justifications for new capital projects are included on the Capital Budget Request sheets.

The terminal and air traffic control tower construction projects have been included in the capital carryover budget. Bond funding was obtained for these projects in prior fiscal years.

Any capital improvement project will be subject to final approval by the Board prior to project initiation, in accordance with the Authority's Policies and Procedures.

DEBT SERVICE

Debt service represents payments required by our bond agreements for the parking garage and the terminal and air traffic control tower projects.

BUSINESS DEVELOPMENT

Business development represents costs to provide incentives for advertising, waiver of fees, etc. to airlines for new air service as well as new commercial business development opportunities.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
2025-2026
BUDGET ORDINANCE**

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2025-2026 Budget Ordinance of the Airport Authority is hereby set forth as follows:

Section 1. The following amounts are hereby appropriated for the operation of the Greater Asheville Regional Airport Authority for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the following schedules:

EXPENDITURES

Administration Department	\$ 1,935,238
Planning Department	748,232
Executive Department	1,664,806
Finance Department	953,027
Guest Services Department	415,681
Information Technology Department	2,675,502
Marketing Department	1,043,877
Operations Department	9,960,306
Properties & Contracts	378,278
Public Safety Department	3,851,806
Emergency Repair Costs	50,000
Carry-over Capital Expenditures from Prior Year	208,125,770
Capital Improvement	5,861,111
Equipment and Small Capital Outlay	553,000
Renewal and Replacement	336,750
Business Development	400,000
Debt Service	20,600,582
Contingency	100,000
Total Expenditures	<u><u>\$259,653,966</u></u>

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

REVENUES

Administration (Interest Income)	\$ 1,800,000
Terminal	15,667,949
Airfield	4,031,160
General Aviation	1,441,461
Parking Lot	14,055,000
Other	956,808
Bond Interest	3,000,000
Passenger Facility Charges	4,500,000
Customer Facility Charges	2,800,000
Federal Grants (including AIP/BIL)	32,611,808
NC Department of Transportation Grants	8,643,276
Transfer from GARAA Cash/Investments	170,146,504
Total Revenues	<u><u>\$259,653,966</u></u>

Section 3. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He may transfer amounts between line item expenditures within a budget ordinance line item without limitation and without a report being required. These changes should not result in increased recurring obligations such as salaries.
- b. He may transfer amounts up to \$80,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.
- c. He may approve any type of procurement up to \$80,000 (spending authority). This spending authority is to be adjusted annually using CPI index.

Section 4. This Budget Ordinance shall be entered in the minutes of the Greater Asheville Regional Airport Authority and within five (5) days after its adoption copies shall be filed with the Finance Officer, the Budget Officer and the Clerk to the Board of the Greater Asheville Regional Airport Authority as described in G.S. 159-13.

Section 5. This ordinance shall become effective on July 1, 2025.

Adopted this ____ day of April, 2025

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
OPERATING SUMMARY
FY 2025/2026 BUDGET**

	Budget Amounts			Percent Change
	FY2024/2025	FY2025/2026	Difference	
<u>Revenues</u>				
Operating Revenues	\$ 33,147,317	\$ 36,152,378	\$ 3,005,061	9.1%
Investment Income	1,200,000	1,800,000	\$ 600,000	50.0%
Total Operating & Investment Revenues	34,347,317	37,952,378	3,605,061	10.5%
<u>Expenses</u>				
Operating Expenses	22,425,285	23,676,753	\$ 1,251,468	5.6%
Total Operating Expenses	22,425,285	23,676,753	1,251,468	5.6%
Net Operating & Investment Income	\$ 11,922,032	\$ 14,275,625	\$ 2,353,593	19.7%

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2025-2026

Revenue Sources	Historical, Actual Revenue			FY 2024-2025			Proposed Budget Fiscal Year 2025-2026	Difference Est FY24-25 To Budget FY25-26	Difference Bud FY24-25 To Budget FY25-26	% Change Bud FY24-25 To Budget FY25-26
	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025 Budget	12/31/24 FYTD Actual Revenue	Projection for Full Fiscal Year				
Investment Income										
Interest Income	64,739	1,155,361	2,080,219	1,200,000	\$ 1,613,393	2,500,000	1,800,000	(700,000)	600,000	50.0%
Total Investment Income	64,739	1,155,361	2,080,219	1,200,000	1,613,393	2,500,000	1,800,000	(700,000)	600,000	50.0%
Terminal Space Rentals - Non-Airline										
FAA Tower Rent	192,314	200,721	200,721	200,722	100,361	200,722	189,935	(10,787)	(10,787)	-5.4%
TSA Space	93,420	95,289	97,195	99,138	49,161	99,138	82,502	(16,636)	(16,636)	-16.8%
American Tower Corp	3,324	3,423	3,431	3,431	1,785	3,605	3,640	35	209	6.1%
Federal Express	60	60	-	-	-	-	-	-	-	0.0%
Total Terminal Space Rentals - Non-Airline	289,118	299,493	301,347	303,291	151,307	303,465	276,077	(27,388)	(27,214)	-9.0%
Terminal Space Rentals - Airline										
Loading Bridge or Ramp Fees	96,779	88,710	-	98,316	48,574	91,649	98,912	7,262	596	100.0%
Gate Area (per enplanement)	735,621	1,188,260	1,543,404	2,318,560	927,188	1,749,411	2,996,400	1,246,989	677,840	29.2%
Gate Area (per airline)	137,096	181,324	245,760	416,288	207,576	415,152	535,620	120,468	119,332	28.7%
Bag Makeup (per bag)	389,018	429,616	635,294	907,333	379,736	716,483	1,263,900	547,417	356,567	39.3%
Bag Makeup (per airline)	53,668	70,980	96,204	162,960	81,258	162,516	223,172	60,656	60,212	36.9%
American (Counter/Office/Queue)	117,988	157,561	213,564	213,564	106,782	213,564	360,747	147,183	147,183	68.9%
Delta Air Lines (Counter/Office/Queue)	127,580	168,750	228,731	228,731	114,366	228,732	386,367	157,635	157,636	68.9%
United/SkyWest/Continental (Counter/Office/Queue)	76,907	87,318	118,354	118,355	59,177	118,354	199,922	81,568	81,567	68.9%
Allegiant (Counter/Office/Queue)	69,854	90,293	122,387	122,387	61,194	122,388	275,151	152,763	152,764	124.8%
Sun Country	9,792	17,270	23,408	23,408	11,704	23,408	-	(23,408)	(23,408)	-100.0%
JetBlue	18,202	28,931	28,931	28,931	14,465	28,930	48,870	19,940	19,939	68.9%
CRJ Aviation	21,003	30,739	40,504	40,504	20,252	40,504	-	(40,504)	(40,504)	-100.0%
Common Use (Counter/Queue)	231	-	-	-	-	-	-	-	-	0.0%
Turn Fees	40,037	98,898	102,618	185,562	70,369	132,772	145,950	13,178	(39,612)	-21.3%
Airline Waived Fees	(20,367)	(26,120)	(53,964)	-	(48,467)	(91,447)	-	91,447	-	0.0%
Total Terminal Space Rentals - Airline	1,886,806	2,601,801	3,345,195	4,864,899	2,054,174	3,952,416	6,535,010	2,582,594	1,670,111	34.3%
Concessions										
Food & Beverage, Gift, Info	491,873	637,905	744,883	700,000	357,654	674,819	787,000	112,181	87,000	12.4%
Advertising	365,686	419,575	543,620	500,000	211,368	398,808	300,000	(98,808)	(200,000)	-40.0%
Brochure Sales	48,900	51,190	51,495	45,000	28,820	54,377	45,000	(9,377)	-	0.0%
Merchandise Sales	-	-	-	-	-	-	-	-	-	0.0%
Guest Services	3,425	3,991	4,166	3,500	4,811	9,077	3,500	(5,577)	-	0.0%
Art in the Airport	771	1,769	-	-	-	-	-	-	-	0.0%
Optiwash Station	961	1,358	858	750	394	743	750	7	-	0.0%
FuelRod	3,996	2,233	2,951	2,500	991	1,870	2,500	630	-	0.0%
Immaculate Cleaning	1,376	1,804	986	1,000	-	-	-	-	(1,000)	-100.0%
Miscellaneous	17	-	278	-	319	580	-	(580)	-	0.0%
ATM	349	448	1,300	1,500	810	1,528	1,500	(28)	-	0.0%
Total Concessions	917,354	1,120,273	1,350,537	1,254,250	605,167	1,141,803	1,140,250	(1,553)	(114,000)	-9.1%
Auto Parking										
Public Parking	7,700,376	9,595,308	11,977,489	12,500,000	5,683,256	10,723,125	13,500,000	2,776,875	1,000,000	8.0%
Commuter Parking	43,877	50,749	32,679	-	1,121	1,121	-	(1,121)	-	0.0%
Total Auto Parking	7,744,253	9,646,057	12,010,168	12,500,000	5,684,377	10,724,246	13,500,000	2,775,754	1,000,000	8.0%
Rental Car										
Rental Car - Car Rentals										
Avis MAG (Avis/Budget FY2020)		1,133,274	1,133,274	1,133,274	566,637	1,133,274	1,152,264	18,990	18,990	1.7%
Hertz MAG (Dollar/Thrifty FY2020)		636,833	636,833	636,833	318,416	636,832	655,961	19,129	19,128	3.0%
Enterprise MAG (National/Alamo FY2020)		1,864,275	1,864,275	1,864,275	932,137	1,864,274	2,003,287	139,013	139,012	7.5%
Avis %	1,183,835	199,743	147,019	300,000	95,887	200,000	300,000	100,000	-	0.0%
Hertz %	566,491	83,011	92,013	200,000	79,525	180,000	200,000	20,000	-	0.0%
Enterprise %	2,169,641	369,768	361,600	400,000	328,640	680,000	700,000	20,000	300,000	75.0%
Off Airport % - Go Rentals/Destynation Rentals	-	3,316	32,704	-	47,936	95,872	-	(95,872)	-	0.0%
Subtotal Car Rentals	3,919,967	4,290,220	4,267,718	4,534,382	2,369,178	4,790,252	5,011,512	221,260	477,130	10.5%

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2025-2026

Revenue Sources	Historical, Actual Revenue			FY 2024-2025			Proposed Budget Fiscal Year 2025-2026	Difference Est FY24-25 To Budget FY25-26	Difference Bud FY24-25 To Budget FY25-26	% Change Bud FY24-25 To Budget FY25-26
	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025 Budget	12/31/24 FYTD Actual Revenue	Projection for Full Fiscal Year				
Rental Car - Facility Rent										
Avis (Counter & Office) (Avis/Budget FY2020)	29,281	30,305	30,962	31,364	15,682	31,364	31,364	(0)	-	0.0%
Hertz (Counter & Office)	64,983	67,254	69,606	69,605	34,803	69,606	69,605	(1)	-	0.0%
Enterprise (Counter & Office)	60,119	62,220	64,396	64,396	32,198	64,396	64,396	-	-	0.0%
Avis (Ready/Return) (Avis/Budget FY2020)	19,263	23,437	31,449	45,990	29,636	59,272	61,347	2,075	15,357	33.4%
Hertz (Ready/Return)	21,313	18,665	16,697	24,477	15,147	30,294	31,355	1,061	6,878	28.1%
Enterprise (Ready/Return)	51,233	55,740	53,800	76,395	40,393	80,786	83,613	2,827	7,218	9.4%
Avis (Service Facility) (Avis/Budget FY2020)	44,687	46,302	47,918	49,533	24,766	49,532	51,256	1,724	1,723	3.5%
Hertz (Service Facility)	103,258	106,990	110,722	114,455	57,227	114,454	118,436	3,982	3,981	3.5%
Enterprise (Service Facility)	101,523	105,192	108,862	112,531	56,266	112,532	116,445	3,913	3,914	3.5%
Avis CAM fee (Avis/Dollar FY2020)	6,290	4,552	4,798	6,718	3,360	6,720	6,670	(50)	(48)	-0.7%
Hertz CAM fee	14,533	10,518	11,087	15,525	7,763	15,526	15,412	(114)	(113)	-0.7%
Enterprise CAM fee	14,289	10,341	10,900	15,267	7,632	15,264	15,153	(111)	(114)	-0.7%
Waived rent	-	-	-	-	-	-	-	-	-	0.0%
Common Area Maintenance (Service Facility)	75,000	74,885	75,000	75,000	37,500	75,000	75,000	-	-	0.0%
Subtotal Facility Rent	605,772	616,401	636,197	701,256	362,373	724,747	740,052	15,305	38,796	5.5%
Total Rental Car	4,525,739	4,906,621	4,903,915	5,235,638	2,731,551	5,514,999	5,751,564	236,565	515,926	9.9%
Commercial Ground Transportation										
Employee Parking	47,417	26,275	54,684	15,000	9,368	25,000	30,000	5,000	15,000	100.0%
Ground Transportation Fees	164,462	313,066	484,725	500,000	240,245	453,292	525,000	71,708	25,000	5.0%
Total Commercial Ground Transportation	211,879	339,341	539,409	515,000	249,613	478,292	555,000	76,708	40,000	7.8%
Landing Fees										
Delta Air Lines	344,677	565,432	794,344	1,070,513	474,877	895,994	978,250	82,256	(92,263)	-8.6%
SkyWest / United	134,930	182,538	303,271	457,395	214,164	404,083	346,150	(57,933)	(111,245)	-24.3%
Allegiant	671,195	886,358	1,230,463	1,595,351	804,593	1,518,100	1,535,100	17,000	(60,251)	-3.8%
American	428,534	727,783	1,016,599	1,551,942	655,915	1,237,575	1,047,480	(190,095)	(504,462)	-32.5%
Jet Blue	-	16,941	22,302	44,786	24,948	47,072	54,180	7,108	9,394	21.0%
Sun Country	21,861	39,867	36,187	49,050	15,787	29,787	-	(29,787)	(49,050)	-100.0%
Charter Fees / General	3,830	-	-	-	-	-	-	-	-	0.0%
Airline Landing Fees Waived	(15,152)	(57,737)	(53,228)	-	(54,927)	(103,636)	-	103,636	-	0.0%
Total Landing Fees	1,589,875	2,361,182	3,349,938	4,769,037	2,135,357	4,028,975	3,961,160	(67,815)	(807,877)	-16.9%
FBOs										
Percentage Fee	40,824	48,455	57,302	50,000	31,433	59,308	60,000	692	10,000	20.0%
T-Hangar	90,253	78,636	83,122	84,822	42,411	84,822	87,112	2,290	2,290	2.7%
Bulk Hangar #1	164,569	265,846	281,013	286,761	143,381	286,762	294,504	7,742	7,743	2.7%
Bulk Hangar #2	264,742	315,289	333,277	340,094	170,047	340,094	349,276	9,182	9,182	2.7%
Land Rent	529,902	522,324	543,578	554,694	277,347	554,694	514,088	(40,606)	(40,606)	-7.3%
Apron Rent	3,488	3,775	4,095	4,179	2,089	4,178	6,481	2,303	2,302	55.1%
Leased Percentage Fee	1,741	-	-	-	-	-	-	-	-	0.0%
Fuel Flowage Fee	107,006	104,186	107,089	115,000	52,651	99,342	115,000	15,658	-	0.0%
Whirl'd Helicopters Percentage Fee	6,198	6,009	6,009	-	2,193	2,193	-	-	-	0.0%
Subtotal FBOs	1,202,525	1,344,709	1,415,485	1,435,550	721,552	1,429,199	1,426,461	(2,738)	(9,089)	-0.6%
Belle Aircraft Maintenance										
Percentage Fee	11,343	16,603	15,597	15,000	8,626	16,275	15,000	(1,275)	-	0.0%
Total FBOs/SASOs	1,213,868	1,361,312	1,431,082	1,450,550	730,178	1,445,475	1,441,461	(4,014)	(9,089)	-0.6%
Building Leases										
Rental Houses	25,242	27,102	25,734	13,174	3,147	3,147	-	(3,147)	(13,174)	-100.0%
Airport Support Bldg	7,048	-	-	-	-	-	-	-	-	0.0%
Lacy Griffin Building (WNC Aviation)	21,919	23,739	24,783	24,864	12,770	25,608	25,677	68	813	3.3%
Allegiant - Hangar/Bldg	95,070	113,719	119,384	122,965	61,671	123,342	291,817	168,475	168,852	137.3%
Cargo Building (Allegiant)	8,046	-	-	-	-	-	-	-	-	0.0%
Total Building Leases	157,325	164,560	169,901	161,003	77,588	152,097	317,494	165,397	156,491	97.2%

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
REVENUE BUDGET ANALYSIS FOR FISCAL YEAR 2025-2026

	Historical, Actual Revenue			FY 2024-2025			Proposed Budget Fiscal Year 2025-2026	Difference Est FY24-25 To Budget FY25-26	Difference Bud FY24-25 To Budget FY25-26	% Change Bud FY24-25 To Budget FY25-26
	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025 Budget	12/31/24 FYTD Actual Revenue	Projection for Full Fiscal Year				
Revenue Sources										
Land Leases										
Pasture Rent & Misc Land Leases	17,554	1,236	1,273	600	-	-	600	600	-	0.0%
NCSU	170	170	170	100	-	100	100	-	-	0.0%
Lamar (Billboard)	7,426	7,649	7,879	7,649	-	7,649	2,089	(5,560)	(5,560)	-72.7%
US Forest Serv thru 8/24 - JetStar Aviation 1/25	12,648	13,687	14,225	2,390	2,390	23,510	42,241	18,731	39,851	1667.4%
Land Lease Hangar Area - Allegiant	14,812	16,056	16,815	17,320	8,694	17,388	53,093	35,705	35,773	206.5%
Land Lease - DreamCatcher/Broadmoor	69,333	93,703	185,708	247,843	123,921	247,843	247,843	(0)	(0)	0.0%
Land Lease - Sheetz		-	-	49,229	-	-	165,686	165,686	116,457	100.0%
Waddell/Triangle Stop	39,061	36,057	39,362	39,662	19,957	39,788	39,662	(126)	0	0.0%
Waddell - Fuel Fee	27,389	28,487	26,613	26,000	13,851	27,702	26,000	(1,702)	-	0.0%
Golf Center	(11,959)	-	-	-	-	-	-	-	-	0.0%
Total Land Leases	176,434	197,045	292,045	390,793	168,813	363,980	577,314	213,334	186,521	47.7%
Other Leases/Fees										
LEO Services (TSA)	117,120	126,400	101,824	-	-	-	-	-	-	0.0%
Security Fee (Airlines)	735,621	844,548	951,572	1,367,398	545,023	1,028,345	1,759,250	730,905	391,852	28.7%
Security Fee (Rental Car)	106,967	122,827	126,296	141,458	70,729	141,458	143,396	1,938	1,938	1.4%
Security Fee (ID Media)	73,985	94,499	121,268	70,000	51,655	85,000	70,000	(15,000)	-	0.0%
Telecommunication Fees (Voice/Data)	71,927	63,832	61,425	60,000	27,720	55,000	60,000	5,000	-	0.0%
Misc	16,904	37,798	(244,717)	2,000	36,414	36,414	2,000	(34,414)	-	0.0%
Tenant Services/Assessment Fees	2,029	-	-	-	1,167	2,356	2,402	46	2,402	0.0%
Annual Event Fees/Sponsorships (Runway 5K)	35,207	58,987	62,240	62,000	-	-	60,000	60,000	(2,000)	-3.2%
Total Other Leases	1,159,760	1,348,891	1,179,908	1,702,856	732,708	1,348,573	2,097,048	748,475	394,192	23.1%
Total Revenue	\$ 19,937,150	\$ 25,501,937	\$ 30,953,664	\$ 34,347,317	\$ 16,934,226	31,954,321	\$ 37,952,378	\$ 5,998,057	\$ 3,605,061	10.5%
								18.8%	10.5%	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
EXPENSE BUDGET ANALYSIS FOR FISCAL YEAR 2025-2026**

Expenses	Historical, Actual Expenses			FY 2024-2025			Proposed Budget Fiscal Year 2025-2026	Difference Est FY24-25 To Budget FY25-26	Difference Bud FY24-25 To Budget FY25-26	% Change Bud FY24-25 To Budget FY25-26
	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025 Budget	12/31/24 FYTD Actual Expenses	Projection for Full Fiscal Year				
PERSONNEL SERVICES										
Regular Salaries	\$ 4,272,209	\$ 5,157,549	\$ 6,276,190	\$ 8,349,212	\$ 3,297,165	6,802,847	\$ 8,173,563	\$ 1,370,716	\$ (175,649)	-2.1%
Overtime	105,555	74,429	100,582	115,900	110,036	170,900	115,400	(55,500)	(500)	-0.4%
Salary Adjustment/Bonus Pool	-	-	-	143,717	-	-	544,673	544,673	400,956	279.0%
LEO Special Separation Allowance	-	39,705	-	68,946	28,822	68,946	80,191	11,245	11,245	16.3%
Longevity	69,171	78,495	92,121	97,870	48,586	97,870	106,551	8,681	8,681	8.9%
Unemployment Claims	4,246	2,194	3,274	8,000	-	8,000	8,000	-	-	0.0%
Holiday Pay	13,833	16,216	21,352	30,860	24,076	24,076	31,671	7,595	811	2.6%
Bonus	136,979	-	-	-	-	-	-	-	-	0.0%
Auto Allowance	31,200	35,200	58,650	70,200	31,200	64,200	70,200	6,000	-	0.0%
Rewards Program	-	-	-	-	-	-	-	-	-	0.0%
Gym Membership Reimbursements	555	100	-	-	-	-	-	-	-	0.0%
Service Awards	1,280	1,950	1,990	3,000	975	3,000	3,000	-	-	0.0%
Candidate Referral	500	2,500	2,900	4,800	2,500	4,800	6,000	1,200	1,200	25.0%
Retiree Health	(33,588)	43,625	42,271	85,500	34,090	85,500	91,330	5,830	5,830	6.8%
Benefits	1,974,796	2,300,762	2,666,184	4,659,202	1,501,826	3,275,826	4,497,875	1,222,049	(161,327)	-3.5%
Total Personnel Services	6,576,736	7,752,725	9,265,514	13,637,207	5,079,276	10,605,965	13,728,454	3,122,489	91,247	0.7%
OPERATING EXPENSES										
Professional Services										
Professional Services - General	200,653	262,845	316,375	406,900	145,362	424,625	408,741	(15,884)	1,841	0.5%
Professional Services - Legal	166,813	105,383	188,700	80,000	35,612	53,000	48,000	(5,000)	(32,000)	-40.0%
Artwork and Creative Production	16,390	22,187	26,057	52,000	5,686	52,000	50,000	(2,000)	(2,000)	-3.8%
Surveys, Reports & Data	142	-	-	1,000	-	1,000	1,000	-	-	0.0%
Physicals & Drug Screens	1,697	3,879	2,663	6,180	2,533	6,180	11,644	5,464	5,464	88.4%
Fit for Duty Physicals	2,375	2,375	2,280	6,800	475	5,000	6,800	1,800	-	0.0%
Website Maintenance	1,455	2,976	5,863	7,550	4,277	7,550	7,550	-	-	0.0%
Auditors	35,675	26,312	41,162	41,600	17,176	41,600	41,600	-	-	0.0%
Temporary Help	52,854	75,078	68,438	285,000	38,830	285,000	-	(285,000)	(285,000)	-100.0%
Total Professional Services	478,054	501,035	651,538	887,030	249,951	875,955	575,335	(300,620)	(311,695)	-35.1%
Contractual Services										
Landscaping	-	28,100	84,300	100,000	45,030	90,060	100,000	9,940	-	0.0%
Parking Management Contract	408,692	645,296	643,667	836,313	270,166	800,000	939,632	139,632	103,319	12.4%
Parking Management Shuttle	289,799	390,408	518,737	955,592	233,574	681,175	940,065	258,890	(15,527)	-1.6%
Custodial Contract	-	-	-	-	-	-	550,000	550,000	550,000	0.0%
Other Contractual Services	472,513	960,226	1,044,101	1,848,284	558,490	1,496,044	2,970,566	1,474,522	1,122,282	60.7%
Elevator Maintenance Contract	9,634	9,657	9,530	10,500	4,587	10,500	10,500	-	-	0.0%
Fire Alarm Systems Contract	24,526	10,759	10,247	17,250	15,363	17,250	18,150	900	900	5.2%
Exit Lane Security	36,263	35,805	41,887	255,000	46,617	194,712	-	(194,712)	(255,000)	-100.0%
Total Contractual Services	1,241,427	2,080,251	2,352,469	4,022,939	1,173,827	3,289,741	5,528,913	2,239,172	1,505,974	37.4%
Travel and Training										
Travel & Per Diem	119,693	153,561	161,044	261,480	43,069	190,522	230,405	39,883	(31,075)	-11.9%
Training & Education	37,081	20,282	23,748	57,100	8,619	49,085	54,850	5,765	(2,250)	-3.9%
Total Travel and Training	156,774	173,843	184,792	318,580	51,688	239,607	285,255	45,648	(33,325)	-10.5%
Communications and Freight										
Postage	5,127	5,619	6,024	5,500	2,355	5,500	5,500	-	-	0.0%
Express Mail Delivery	698	619	709	1,000	288	800	1,000	200	-	0.0%
Telecommunications	38,959	34,347	43,797	64,850	25,985	67,924	76,905	8,981	12,055	18.6%
Total Communications and Freight	44,784	40,585	50,530	71,350	28,628	74,224	83,405	9,181	12,055	16.9%
Rentals and Leases										
Rentals & Leases	20,872	25,706	58,904	64,510	32,024	64,510	64,510	-	-	0.0%
Total Rentals and Leases	20,872	25,706	58,904	64,510	32,024	64,510	64,510	-	-	0.0%
Insurance										
Property & Casualty	93,307	104,141	116,460	150,500	111,611	150,500	413,150	262,650	262,650	174.5%
General Liability	37,411	44,637	56,277	67,500	69,171	69,171	77,880	8,709	10,380	15.4%
Auto Liability	23,818	22,009	31,421	44,500	37,332	44,500	53,025	8,525	8,525	19.2%
Other Insurance & Bonds	50,478	64,666	75,371	92,500	81,562	92,500	98,263	5,763	5,763	6.2%
Worker's Compensation Insurance	114,590	96,346	88,318	125,000	105,817	105,817	130,000	24,183	5,000	4.0%
Total Insurance	319,604	331,799	367,847	480,000	405,493	462,488	772,318	309,830	292,318	60.9%
Utility Services										
Electric Service	308,181	345,381	393,273	476,760	156,880	425,125	408,375	(16,750)	(68,385)	-14.3%
Gas Service	40,649	53,961	36,272	56,250	7,625	11,107	55,900	44,793	(350)	-0.6%
Water/Sewer Service	59,034	68,568	87,544	95,000	26,587	79,385	81,100	1,715	(13,900)	-14.6%
Total Utility Services	407,864	467,910	517,089	628,010	191,092	515,617	545,375	29,758	(82,635)	-13.2%

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
EXPENSE BUDGET ANALYSIS FOR FISCAL YEAR 2025-2026**

Expenses	Historical, Actual Expenses			FY 2024-2025			Proposed Budget Fiscal Year 2025-2026	Difference Est FY24-25 To Budget FY25-26	Difference Bud FY24-25 To Budget FY25-26	% Change Bud FY24-25 To Budget FY25-26
	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025 Budget	12/31/24 FYTD Actual Expenses	Projection for Full Fiscal Year				
Repairs and Maintenance										
Other Repairs & Maintenance	43,138	40,027	58,472	44,500	(86)	22,430	56,500	34,070	12,000	27.0%
Terminal, Buildings and Grounds	168,131	246,222	266,992	414,000	309,126	398,780	408,500	9,720	(5,500)	-1.3%
Permits, Licenses and Fees	900	100	1,103	2,000	927	1,900	2,000	100	-	0.0%
Vehicles and Heavy Equipment	62,284	79,864	113,729	71,500	22,267	65,260	77,500	12,240	6,000	8.4%
Airport and Airfield Equipment	30,884	26,549	9,357	30,000	2,944	25,000	30,000	5,000	-	0.0%
Total Repairs and Maintenance	305,337	392,762	449,653	562,000	335,178	513,370	574,500	61,130	12,500	2.2%
Printing & Binding										
Printing & Binding	6,193	16,797	17,018	14,950	3,452	14,350	14,350	-	(600)	-4.0%
Total Printing & Binding	6,193	16,797	17,018	14,950	3,452	14,350	14,350	-	(600)	-4.0%
Promotional Activities										
Radio	6,000	6,000	6,000	18,000	6,000	10,000	13,000	3,000	(5,000)	-27.8%
Billboards	-	-	7,000	20,000	-	12,000	10,000	(2,000)	(10,000)	-50.0%
Print	5,887	5,619	5,619	6,400	-	6,400	6,400	-	-	0.0%
TV	-	16,000	79,999	80,000	-	45,000	70,000	25,000	(10,000)	-12.5%
Web Advertising	103,353	30,673	36,857	116,150	14,040	50,000	104,150	54,150	(12,000)	-10.3%
Air Service Development	12,326	12,902	33,460	27,300	23,524	27,300	3,300	(24,000)	(24,000)	-87.9%
Other Promotional Events/Sponsorships	7,200	7,500	9,957	14,000	5,000	16,700	12,125	(4,575)	(1,875)	-13.4%
Community Events/Exhibits/Sponsorships	58,665	60,461	39,861	65,200	2,322	65,200	38,200	(27,000)	(27,000)	-41.4%
Runway 5K Expenses	-	48,877	62,077	62,000	(24,572)	73,093	60,000	(13,093)	(2,000)	-3.2%
Employee/Tenant Events	15,035	23,770	35,357	50,450	20,602	35,095	54,550	19,455	4,100	8.1%
Wellness	4,124	5,540	7,463	4,500	1,500	3,103	4,000	897	(500)	-11.1%
Total Promotional Activities	212,590	217,342	323,650	464,000	48,416	343,891	375,725	31,834	(88,275)	-19.0%
Other Current Charges and Obligations										
Legal Notices & Advertising	1,147	370	855	4,000	260	4,000	3,200	(800)	(800)	-20.0%
Credit Card & Bank Fees	69,452	74,041	79,531	90,225	33,414	80,000	80,425	425	(9,800)	-10.9%
Recruiting Expense	824	1,441	212	2,700	-	2,700	10,600	7,900	7,900	292.6%
Other Current Charges & Obligations	3,554	4,708	17,187	14,000	1,092	16,270	6,200	(10,070)	(7,800)	-55.7%
In Terminal Advertising	1,490	1,744	410	1,225	-	500	1,225	725	-	0.0%
Total Other Current Charges and Obligations	76,467	82,304	98,195	112,150	34,766	103,470	101,650	(1,820)	(10,500)	-9.4%
Operating Supplies										
Office Supplies	6,465	7,613	6,851	9,600	4,420	9,600	17,150	7,550	7,550	78.6%
Vehicle Fuel	84,024	97,742	113,999	120,000	56,988	117,907	120,000	2,093	-	0.0%
Shop Supplies	1,011	2,949	6,906	3,000	782	2,500	3,000	500	-	0.0%
Other Operating Supplies	50,598	98,574	185,546	366,135	97,603	231,695	222,750	(8,945)	(143,385)	-39.2%
Art Program Supplies	1,520	1,546	2,491	1,000	-	800	1,000	200	-	0.0%
Promotional Supplies	18,066	46,559	21,488	23,100	11,447	24,600	51,900	27,300	28,800	124.7%
Holiday Decorations	150	986	311	1,000	-	-	-	-	(1,000)	0.0%
Chemicals and Safety	(10,152)	40,561	2,872	49,000	2,115	27,000	49,000	22,000	-	0.0%
Small Tools and Equipment	5,356	14,815	12,744	25,000	3,650	21,358	32,000	10,642	7,000	28.0%
Custodial Supplies	31,447	30,734	37,641	55,000	20,402	45,800	50,000	4,200	(5,000)	-9.1%
Custodial Consumables	58,843	98,047	117,878	130,000	69,907	130,000	120,000	(10,000)	(10,000)	-7.7%
Operating Furniture, Fixtures, Equipment and Software	63,227	129,824	124,268	179,850	40,052	174,831	147,924	(26,907)	(31,926)	-17.8%
Uniforms	10,656	14,560	16,231	38,700	8,788	32,258	41,000	8,742	2,300	5.9%
Firefighter Equipment	4,123	11,768	23,834	27,000	4,502	26,950	36,500	9,550	9,500	35.2%
Total Operating Supplies	325,334	596,278	673,060	1,028,385	320,656	845,299	892,224	46,925	(136,161)	-13.2%
Books, Publications, Subscriptions & Memberships										
Books, Publications, Compact Disks, Videos & Subscriptions	4,425	9,610	5,792	16,319	2,376	14,456	16,679	2,223	360	2.2%
Dues & Memberships	46,705	61,518	64,321	66,535	51,190	67,549	66,540	(1,009)	5	0.0%
Licenses and Certification Fees	320	120	120	1,320	127	1,320	1,520	200	200	15.2%
Total Books, Publications, Subscriptions & Mem.	51,450	71,248	70,233	84,174	53,693	83,325	84,739	1,414	565	0.7%
Emergency Repair	-	125,716	37,328	50,000	-	50,000	50,000	-	-	0.0%
TOTAL SERVICES & MATERIALS	3,646,750	5,123,576	5,852,306	8,788,078	2,928,864	7,475,847	9,948,299	2,472,452	1,160,221	13.2%
TOTAL OPERATING EXPENSES, INCLUDING EMERGENCY REPAIR EXPENSE	\$ 10,223,486	\$ 12,876,301	\$ 15,117,820	\$ 22,425,285	\$ 8,008,140	\$ 18,081,812	\$ 23,676,753	\$ 5,594,941	\$ 1,251,468	5.6%
								30.9%	5.6%	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Administrative

BASIC OPERATING BUDGET

FY 2025-2026

Department #	15		

New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.15.10.100.500000	Salaries - Admin	250,719	250,719
10.15.10.100.502000	Salary Adjustment Pool	544,673	544,673
10.15.10.100.503000	Longevity	-	-
10.15.10.100.504000	Unemployment Claims	8,000	8,000
10.15.10.100.506000	Holiday Pay	812	812
10.15.10.100.507000	Auto Allowance	4,800	4,800
10.15.10.100.507100	Rewards Program	-	-
10.15.10.100.507200	Gym Membership Reimbursements	-	-
10.15.10.100.507300	Service Awards	3,000	3,000
10.15.10.100.507500	Candidate referral	6,000	6,000
10.15.10.100.521000	Retiree Health	91,330	91,330
	<u>Benefits:</u>		121,252
10.15.10.100.510000	FICA Taxes	19,644	
10.15.10.100.511000	LGERS retirement	36,079	
10.15.10.100.511200	401k	12,536	
10.15.10.100.520000	Medical	40,005	
10.15.10.100.522000	Dental	1,444	
10.15.10.100.523000	Vision	178	
10.15.10.100.524000	Life Insurance	974	
10.15.10.100.525000	Disability	2,128	
10.15.10.100.530000	Tuition Reimbursement	5,000	
10.15.10.100.531000	Cell Phone Allowance	3,264	
TOTAL PERSONNEL SERVICES			1,030,586
OPERATING EXPENSES			
10.15.10.100.600000	Professional Services - General		37,850
	ACI-NA Annual Compensation Survey	350	
	COBRA Administration	1,500	
	Employee Benefits Broker Fee	30,000	
	Employee Assistance Network	5,000	
	Other Consulting Fees	1,000	
10.15.10.100.604000	Physicals and Drug Screens		11,644
	Physicals & Drug Screens	10,000	
	DOT Physicals	600	
	Vaccinations	1,044	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Administrative

BASIC OPERATING BUDGET

FY 2025-2026

Department #	15		

New World Account Numbers	Description	Item Amount	Summary Amount
10.15.10.100.605000	Fit for Duty Physicals		6,800
	Fit for Duty Physicals	6,800	
10.15.10.100.620000	Travel, Per Diem, Conference Registration		5,200
	NC SHRM Conference (3)	5,200	
10.15.10.100.621000	Training & Education		1,000
	HR Training/HR Laws Update/HR Education	1,000	
10.15.10.100.700000	Postage		5,500
	Postage	5,500	
10.15.10.100.701000	Express Mail Delivery		1,000
	Express mail (includes IT shipments)	1,000	
10.15.10.100.740000	Rentals and Leases		510
	Neopost postage machine rental	510	
10.15.10.100.750000	Property Insurance		413,150
	Property insurance	395,150	
	Equipment Floater/Inland Marine	18,000	
10.15.10.100.751000	General Liability		77,880
	General liability insurance	77,880	
10.15.10.100.751500	Auto Liability		53,025
	Auto liability insurance	53,025	
10.15.10.100.752000	Other Insurance and Bonds		98,263
	Public officials insurance	33,987	
	Police professional liability insurance	29,016	
	Crime insurance	900	
	Cyber liability	13,605	
	Drone	1,500	
	Performance Bond	3,255	
	Commercial line fees	16,000	
10.15.10.100.752500	Workers' Compensation Insurance		130,000
	Workers' compensation insurance	130,000	
10.15.10.100.630000	Printing & Binding		100
	Printing and Binding	100	
10.15.10.100.646000	Community Events/Exhibits/Sponsorships		-
	AVL Gives	-	
10.15.10.100.647000	Employee/Tenant Appreciation		25,100
	Employee events (holiday lunches, etc.)	8,000	
	Employee flowers (funeral/hospital)	2,000	
	Employee holiday gift cards (110 @100)	11,000	
	Employee retirement	2,000	
	Employee birthday gift cards (110@\$15)	1,650	
	Employee misc.	450	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Administrative

BASIC OPERATING BUDGET

FY 2025-2026

Department #	15		

New World Account Numbers	Description	Item Amount	Summary Amount
10.15.10.100.648000	Wellness		4,000
	Wellness	2,000	
	Fit bit replacements	2,000	
10.15.10.100.650000	Legal Notices & Placements		3,000
	Employment advertising/legal notices	3,000	
10.15.10.100.654000	Recruiting Expenses		10,600
	Recruiting events and expenses	600	
	Applicant travel	10,000	
10.15.10.100.667000	Office Supplies		17,150
	Office supplies	9,600	
	Office supplies - new logo replacement	7,550	
10.15.10.100.661500	Operating Supplies		1,000
	Administrative supplies	1,000	
10.15.10.100.662500	Promotional Items		500
	Branded apparel - HR staff	-	
	Logo replacement	500	
	Promotional giveaways	-	
10.15.10.100.665500	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		-
	HR furniture & equipment	-	
10.15.10.100.670000	Dues & Memberships		1,380
	SHRM	600	
	WNCHR	600	
	Amazon	180	
	Other	-	
TOTAL OPERATING EXPENSES			904,652
TOTAL - ADMINISTRATIVE			1,935,238

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Administrative
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget		FY2025 Estimated Actual				FY2024 Actual			FY 2023 Actual	
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		
				Amount	Percent			Amount	Percent		Amount		Percent
500000	Salaries	250,719	256,968	(6,249)	-2.43%	114,325	237,684	13,035	5.48%	177,824	72,895	40.99%	158,175
502000	Salary Adjustment Pool	544,673	143,717	400,956	278.99%	0	0	544,673	100%	0	544,673	100%	0
503000	Longevity	0	0	0	100%	0	0	0	100%	0	0	100%	0
504000	Unemployment Claims	8,000	8,000	0	0.00%	0	8,000	0	0.00%	3,274	4,726	144.35%	2,194
506000	Holiday Pay	812	812	0	0.00%	812	812	0	0.00%	541	271	50.09%	433
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	2,400	2,400	100.00%	0
507100	Rewards Program	0	0	0	100%	0	0	0	100%	0	0	100%	0
507200	Gym Membership Reimbursements	0	0	0	100%	0	0	0	100%	0	0	100%	100
507300	Service Awards	3,000	3,000	0	0.00%	975	3,000	0	0.00%	1,990	1,010	50.75%	1,950
507500	Candidate referral	6,000	4,800	1,200	25.00%	2,500	4,800	1,200	25.00%	2,900	3,100	106.90%	2,500
521000	Retiree Health	91,330	85,500	5,830	6.82%	34,091	85,500	5,830	6.82%	42,271	49,059	116.06%	43,625
510000	FICA Taxes	19,644	21,612	(1,968)	-9.11%	9,138	18,792	852	4.53%	13,329	6,315	47.38%	11,786
511000	LGERS retirement	36,079	34,434	1,645	4.78%	15,594	32,420	3,659	11.29%	21,558	14,521	67.36%	18,203
511200	401k	12,536	12,848	(312)	-2.43%	5,716	11,882	654	5.50%	8,339	4,197	50.33%	7,434
520000	Medical	40,005	47,129	(7,124)	-15.12%	14,947	31,259	8,746	27.98%	16,330	23,675	144.98%	16,698
522000	Dental	1,444	2,001	(557)	-27.84%	594	1,320	124	9.39%	677	767	113.29%	702
523000	Vision Insurance	178	208	(30)	-14.42%	81	172	6	3.49%	117	61	52.14%	135
524000	Life Insurance	974	964	10	1.04%	484	1,045	(71)	-6.79%	716	258	36.03%	620
525000	Disability	2,128	2,365	(237)	-10.02%	957	2,047	81	3.96%	1,421	707	49.75%	1,326
530000	Tuition Reimbursement	5,000	5,000	0	0.00%	0	5,000	0	0.00%	0	5,000	100%	1,778
531000	Cell Phone Allowance	3,264	3,264	0	0.00%	1,616	3,264	0	0.00%	1,632	1,632	100.00%	1,527
	Total Benefits	121,252	129,825	(8,573)	-6.60%	49,127	107,201	14,051	13.11%	64,119	57,133	89.10%	60,209
	Total Personnel Services	1,030,586	637,422	393,164	61.68%	204,230	451,797	578,789	128.11%	295,319	728,635	246.73%	269,186
600000	Professional Services - General	37,850	48,800	(10,950)	-22.44%	31,998	48,000	(10,150)	-21.15%	31,590	6,260	19.82%	20,313
604000	Physicals and Drug Screens	11,644	6,180	5,464	88.41%	2,533	6,180	5,464	88.41%	2,663	8,981	337.25%	3,879
605000	Fit for Duty Physicals	6,800	6,800	0	0.00%	475	5,000	1,800	36.00%	2,280	4,520	198.25%	2,375
616000	Other Contractual Services	0	0	0	100%	0	0	0	100%	1,700	0	0%	7,914
620000	Travel, Per Diem, Conference Registration	5,200	6,000	(800)	-13.33%	4,561	4,561	639	14.01%	145	5,055	3486.21%	3,280
621000	Training & Education	1,000	3,000	(2,000)	-66.67%	0	1,000	0	0.00%	0	1,000	100%	0
700000	Postage	5,500	5,500	0	0.00%	2,356	5,500	0	0.00%	6,024	(524)	-8.70%	5,620
701000	Express Mail Delivery	1,000	1,000	0	0.00%	288	800	200	25.00%	709	291	41.04%	619
740000	Rentals and Leases	510	510	0	0.00%	136	510	0	0.00%	353	157	44.48%	353
750000	Property and Casualty Insurance	413,150	150,500	262,650	174.52%	111,611	150,500	262,650	174.52%	116,460	296,690	254.76%	104,141
751000	General Liability	77,880	67,500	10,380	15.38%	69,171	69,171	8,709	12.59%	56,277	21,603	38.39%	44,637
751500	Auto Liability	53,025	44,500	8,525	19.16%	37,332	44,500	8,525	19.16%	31,421	21,604	68.76%	22,009
752000	Other Insurance & Bonds	98,263	92,500	5,763	6.23%	81,562	92,500	5,763	6.23%	75,371	22,892	30.37%	64,666
752500	Worker's Compensation Insurance	130,000	125,000	5,000	4.00%	105,817	105,817	24,183	22.85%	88,318	41,682	47.20%	96,346
630000	Printing & Binding	100	200	(100)	-50.00%	0	100	0	0.00%	0	100	100%	0
646000	Other Community Events/Exhibits/Sponsorship	0	0	0	100%	0	0	0	100%	0	0	100%	492
647000	Employee/Tenant Appreciation	25,100	29,000	(3,900)	-13.45%	17,526	20,000	5,100	25.50%	24,453	647	2.65%	13,132
648000	Wellness	4,000	4,500	(500)	-11.11%	1,499	3,103	897	28.91%	7,463	(3,463)	-46.40%	5,540
650000	Legal Notices & Advertising	3,000	3,000	0	0.00%	260	3,000	0	0.00%	705	2,295	325.53%	370
654000	Recruiting Expenses	10,600	2,700	7,900	292.59%	0	2,700	7,900	292.59%	212	10,388	4900.00%	1,441
667000	Office Supplies	17,150	9,600	7,550	78.65%	4,420	9,600	7,550	78.65%	6,851	10,299	150.33%	7,613
661500	Operating Supplies	1,000	4,500	(3,500)	-77.78%	(243)	4,000	(3,000)	-75.00%	5,143	(4,143)	-80.56%	0
662500	Promotional Items	500	600	(100)	-16.67%	0	600	(100)	-16.67%	0	0	0%	0
665500	Operating Furniture, Fixtures and Equipment	0	3,500	(3,500)	-100.00%	0	1,200	(1,200)	-100.00%	0	0	100%	0
670000	Dues & Memberships	1,380	1,630	(250)	-15.34%	264	1,100	280	25.45%	664	716	107.83%	424
	Total Services & Mat'ls.	904,652	617,020	287,732	46.63%	471,566	579,442	325,210	56.12%	458,802	447,050	97.44%	405,164
	Department Total	1,935,238	1,254,442	680,896	54.28%	675,796	1,031,239	903,999	87.66%	754,121	1,175,685	155.90%	674,350

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Executive

BASIC OPERATING BUDGET

FY 2025-2026

Department #	30		
	32		
	35		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.30.10.100.500000	Salaries	922,279	922,279
10.30.10.100.503000	Longevity	23,460	23,460
10.30.10.100.506000	Holiday Pay	1,083	1,083
10.30.10.100.506500	Bonus	-	-
10.30.10.100.507000	Auto Allowance	27,600	27,600
	<u>Benefits:</u>		366,199
10.30.10.100.507400	Allocated Benefits	1,000	
10.30.10.100.510000	FICA Taxes	75,942	
10.30.10.100.511000	LGERS retirement	129,552	
10.30.10.100.511100	457 Retirement	16,000	
10.30.10.100.511200	401k	47,287	
10.30.10.100.520000	Medical	80,438	
10.30.10.100.522000	Dental	2,940	
10.30.10.100.523000	Vision	237	
10.30.10.100.524000	Life Insurance	2,605	
10.30.10.100.525000	Disability	5,302	
10.30.10.100.531000	Cell Phone Allowance	4,896	
TOTAL PERSONNEL SERVICES			1,340,621
OPERATING EXPENSES			
10.30.10.100.600000	Professional Services - General		82,000
	Checkmate Government Solutions	30,000	
	Korn & Ferry	2,000	
	Various	40,000	
	Dashboard development - continued support	10,000	
10.30.10.100.601000	Professional Services - Legal		48,000
	McGuire Wood Bisette	48,000	
10.30.10.100.620000	Travel, Per Diem, Conference Registration		115,200
	<u>CEO:</u>		
	AAAE Annual Conf	4,000	
	AAAE National Airports Conf (NAC)	3,500	
	ACI - AAAE Spring Legislative Conf	2,500	
	ACI Annual Conf	6,000	
	ACI Business of Airports Conf	4,000	
	ACI Regional Assembly - World Board/Aviation Issues	6,000	
	ACI Summer Board Meeting	5,000	
	ACI Winter Board Meeting / CEO Forum	4,000	
	Allegiant Conf	3,200	
	Chamber InterCity Visit	1,500	
	FAA and Other Meetings	3,000	

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Executive

BASIC OPERATING BUDGET

FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	30		
	32		
	35		
	FAA Airports Conference	1,000	
	Farnborough Air Show	-	
	NCAA Annual Conf/Legislative Reception	1,500	
	SE Region Directors Retreat	1,500	
	ACI Small Airports/Jumpstart	2,000	
	SEC-AAAE Annual Conf	1,800	
	Passenger Terminal Expo	8,000	
	Board Travel	10,000	
	CAO:		
	CRO Conference - January 2026 (with Chris)	2,500	
	Legislative Conference - March 2026 (with Lew)	2,500	
	Allegiant Conference fall 2025 (with new VP)	2,800	
	Routes Americas - Feb 2026 (with new VP)	5,000	
	Business of Airports Conference - June 2026	2,800	
	ACI Annual Conference - October 2025	3,200	
	AAAE Annual Conference - May 2026 - LAS	3,500	
	Miscellaneous - depending upon need	4,000	
	NAC - September 2025 - SLC	3,000	
	Roundtable - with new VP	2,800	
	Airports at Work - March 2026 (with Shane)	2,800	
	Risk Management - (with Angela)	-	
	COO:		
	AAAE Planning, Design and Construction Symposium	-	
	AAAE National Airports Conference (NAC)	3,500	
	AAAE Southeast Chapter Annual Conference	1,800	
	FAA and other meetings	3,000	
	Operations Core 30 x2	2,000	
	NCAA Annual Conference	1,500	
10.30.10.100.621000	Training & Education		2,000
	General Professional Development	1,000	
	COO: AAAE AAE Final Interview Workshop	1,000	
10.30.10.100.630000	Printing & Binding		250
	General	250	
10.30.10.100.645000	Other Promotional Events/Sponsorships		11,000
	Chamber 5x5 Sponsorship	5,000	
	NCAA Conference	3,000	
	Chamber InterCity Visit	-	
	SEC-AAAE Annual Conference Sponsorship	3,000	
10.30.10.100.647000	Employee/Tenant Appreciation		4,500
	Tenant Lunch	3,500	
	COO: Employee appreciation lunch/snacks	1,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Executive
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	30		
	32		
	35		
10.30.10.100.651000	Other Current Charges and Obligations		4,100
	Board Reception and Legislative Breakfast	-	
	Business Meeting Expenses	2,000	
	Misc Board Expenses	2,100	
10.30.10.100.661500	Operating Supplies		2,000
	Misc Supplies	1,335	
	Veryfi Software	165	
	CAO: Miscellaneous	500	
10.30.10.100.662500	Promotional Items		1,100
	Special Promo Items	500	
	CAO: New logo - apparel	300	
	COO: Apparel	300	
10.30.10.100.665500	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		2,000
	Admin Equipment	1,000	
	COO: Additional tables and chairs for org use	1,000	
10.30.10.100.670000	Dues & Memberships		51,475
	CEO:		
	AAAE Annual Membership	325	
	ACI / AAAE Airport Membership	35,000	
	NCAA Annual Membership	75	
	SEC-AAAE Annual Membership	35	
	Swelbar Zhong Consultancy	-	
	HCPED	1,200	
	Keystone	13,800	
	WNC Pilots Association	200	
	CAO:		
	AAAE	325	
	AAAE SE Chapter	35	
	NC Airports Association	45	
	COO:		
	AAAE	325	
	AAAE SEC	35	
	NCAA	75	
10.30.10.100.671000	Books, Publications, Compact Disks, Videos & Subscriptions		560
	General Subscriptions	560	
TOTAL OPERATING EXPENSES			324,185
TOTAL - EXECUTIVE			1,664,806

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Executive

Fiscal Year 2025/2026

Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget		FY2025 Estimated Actual				FY2024 Actual			FY2023	
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	922,279	989,841	(67,562)	-6.83%	436,312	872,624	49,655	5.69%	693,224	229,055	33.04%	596,352
503000	Longevity	23,460	21,008	2,452	11.67%	8,545	21,008	2,452	11.67%	23,510	(50)	-0.21%	18,327
506000	Holiday Pay	1,083	1,083	0	0.00%	1,066	1,066	17	1.59%	778	305	39.20%	622
506500	Bonus	0	0	0	100%	0	0	0	100%	0	0	100%	0
507000	Auto Allowance	27,600	27,600	0	0.00%	12,900	27,600	0	0.00%	20,450	7,150	34.96%	17,400
507400	Allocated Benefits	1,000	1,000	0	0.00%	0	1,000	0	0.00%	0	1,000	100%	0
510000	FICA Taxes	75,942	75,639	303	0.40%	23,061	46,122	29,820	64.65%	41,210	34,732	84.28%	33,575
511000	LGERS retirement	129,552	127,810	1,742	1.36%	57,795	115,590	13,962	12.08%	91,129	38,423	42.16%	76,627
511100	457 Retirement	16,000	13,438	2,562	19.07%	7,091	14,182	1,818	12.82%	13,438	2,562	19.07%	12,350
511200	401k	47,287	47,691	(404)	-0.85%	21,186	42,372	4,915	11.60%	35,192	12,095	34.37%	31,560
520000	Medical	80,438	90,662	(10,224)	-11.28%	32,608	65,216	15,222	23.34%	47,878	32,560	68.01%	54,946
522000	Dental	2,940	4,208	(1,268)	-30.13%	1,391	2,782	158	5.68%	2,150	790	36.74%	2,569
523000	Vision Insurance	237	347	(110)	-31.70%	119	238	(1)	-0.42%	180	57	31.67%	208
524000	Life Insurance	2,605	2,099	506	24.11%	1,491	2,983	(378)	-12.67%	2,300	305	13.26%	1,790
525000	Disability	5,302	5,026	276	5.49%	3,554	7,107	(1,805)	-25.40%	5,448	(146)	-2.68%	4,794
531000	Cell Phone Allowance	4,896	4,896	0	0.00%	3,900	7,800	(2,904)	-37.23%	3,127	1,769	56.57%	3,012
	Total Benefits	366,199	372,816	(6,617)	-1.77%	152,196	305,392	60,807	19.91%	242,052	124,147	51.29%	221,431
	Total Personnel Services	1,340,621	1,412,348	(71,727)	-5.08%	611,019	1,227,690	115,835	9.44%	980,014	358,838	36.62%	854,132
600000	Professional Services - General	82,000	83,000	(1,000)	-1.20%	44,625	129,625	(47,625)	-36.74%	99,543	(17,543)	-17.62%	78,716
601000	Professional Services - Legal	48,000	80,000	(32,000)	-40.00%	35,612	53,000	(5,000)	-9.43%	188,700	(140,700)	-74.56%	105,383
620000	Travel, Per Diem, Conference Registration	115,200	117,800	(2,600)	-2.21%	16,280	76,718	38,482	50.16%	79,490	35,710	44.92%	105,725
621000	Training & Education	2,000	2,000	0	0.00%	0	2,000	0	0.00%	1,358	642	47.28%	695
630000	Printing & Binding	250	250	0	0.00%	0	250	0	0.00%	0	250	100%	0
645000	Promotional Events/Sponsorships	11,000	12,500	(1,500)	-12.00%	5,000	15,200	(4,200)	-27.63%	8,700	2,300	26.44%	7,500
647000	Employee/Tenant Appreciation	4,500	3,500	1,000	28.57%	0	3,500	1,000	28.57%	0	4,500	100%	2,372
651000	Other Current Charges & Obligations	4,100	12,000	(7,900)	-65.83%	1,092	14,595	(10,495)	-71.91%	16,042	(11,942)	-74.44%	4,709
661500	Operating Supplies	2,000	885	1,115	125.99%	43	615	1,385	225.20%	763	1,237	162.12%	94
662500	Promotional Items	1,100	2,000	(900)	-45.00%	3,042	3,500	(2,400)	-68.57%	0	1,100	100%	1,108
665500	Operating Furniture, Fixtures and Equipment	2,000	5,000	(3,000)	-60.00%	710	5,000	(3,000)	-60.00%	1,667	333	19.98%	0
670000	Dues & Memberships	51,475	51,555	(80)	-0.16%	46,214	53,000	(1,525)	-2.88%	50,906	569	1.12%	47,187
671000	Books & Publications	560	500	60	12.00%	263	560	0	0.00%	459	101	22.00%	1,909
	Total Services & Mat'ls.	324,185	370,990	(46,805)	-12.62%	152,881	357,563	(33,378)	-9.33%	447,628	(123,443)	-27.58%	355,398
	Department Total	1,664,806	1,783,338	(118,532)	-6.65%	763,900	1,585,253	82,457	5.20%	1,427,642	235,395	16.49%	1,209,530

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Finance			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	40		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.40.10.100.500000	Salaries	499,908	499,908
10.40.10.100.503000	Longevity	8,601	8,601
10.40.10.100.506000	Holiday Pay	1,083	1,083
10.40.10.100.507000	Auto Allowance	4,800	4,800
	<u>Benefits:</u>		244,444
10.40.10.100.510000	FICA Taxes	39,589	
10.40.10.100.511000	LGERS Retirement	73,175	
10.40.10.100.511200	401k	25,425	
10.40.10.100.520000	Medical	95,874	
10.40.10.100.522000	Dental	3,403	
10.40.10.100.523000	Vision	247	
10.40.10.100.524000	Life Insurance	1,423	
10.40.10.100.525000	Disability	3,676	
10.40.10.100.531000	Cell Phone Allowance	1,632	
TOTAL PERSONNEL SERVICES			758,836
OPERATING EXPENSES			
10.40.10.100.600000	Professional Services - General		65,891
	Tyler Tech, GCR, R&C Consultant	28,791	
	Credit Rating Agencies Annual Monitoring Fees	27,000	
	Actuary Report-Retiree Health / LEO SSA	10,100	
10.40.10.100.607000	Auditing Services		41,600
	Annual Financial Audit	32,900	
	Audit - Major Programs	3,000	
	Bond Arbitrage Services	2,700	
	Pension Examination	3,000	
10.40.10.100.620000	Travel, Per Diem, Conference Registration		3,500
	ACI Conference	3,500	
	Civix or New World Conference	-	
10.40.10.100.621000	Training & Education		700
	CPE	700	
10.40.10.100.653000	Credit Card Fees & Bank Charges		80,425
	Credit Card Fees	3,500	
	Trustee Fees	6,100	
	e-Filing Fees	825	
	Bank Charges	70,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Finance			
<u>BASIC OPERATING BUDGET</u>			
<u>FY 2025-2026</u>			
Department #	40		
New World Account Numbers	Description	Item Amount	Summary Amount
10.40.10.100.661500	Operating Supplies		700
	Check stock, Envelopes, W-2 forms, etc	700	
10.40.10.100.665500	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		500
	Finance Equipment	500	
10.40.10.100.670000	Dues & Memberships		755
	AICPA	295	
	NCACPA - 2	460	
10.40.10.100.672000	Licenses & Certifications		120
	CPA Certificate Renewal - 2	120	
TOTAL OPERATING EXPENSES			194,191
TOTAL - FINANCE			953,027

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
FINANCE
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget		FY2025 Estimated Actual				FY2024 Actual			FY 2023	
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	499,908	473,903	26,005	5.49%	178,939	357,878	142,030	39.69%	362,512	137,396	37.90%	300,382
503000	Longevity	8,601	7,594	1,007	13.26%	7,594	7,594	1,007	13.26%	5,099	3,502	68.68%	4,645
506000	Holiday Pay	1,083	1,083	0	0.00%	812	812	271	33.37%	812	271	33.37%	650
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	4,800	0	0.00%	1,600
510000	FICA Taxes	39,589	37,381	2,208	5.91%	13,407	26,814	12,775	47.64%	24,979	14,610	58.49%	22,636
511000	LGERS retirement	73,175	64,521	8,654	13.41%	25,443	50,886	22,289	43.80%	41,776	31,399	75.16%	35,896
511200	401k	25,425	24,075	1,350	5.61%	9,327	18,654	6,771	36.30%	16,189	9,236	57.05%	14,780
520000	Medical	95,874	86,469	9,405	10.88%	24,760	49,520	46,354	93.61%	41,283	54,591	132.24%	39,816
522000	Dental	3,403	3,766	(363)	-9.64%	979	1,958	1,445	73.80%	2,055	1,348	65.60%	2,182
523000	Vision Insurance	247	297	(50)	-16.84%	88	176	71	40.34%	178	69	38.76%	208
524000	Life Insurance	1,423	1,587	(164)	-10.33%	769	1,538	(115)	-7.48%	1,289	134	10.40%	1,088
525000	Disability	3,676	3,941	(265)	-6.72%	1,502	3,004	672	22.37%	2,748	928	33.77%	2,511
531000	Cell Phone Allowance	1,632	1,632	0	0.00%	1,570	2,260	(628)	-27.79%	1,380	252	18.26%	1,380
	Total Benefits	244,444	223,669	20,775	9.29%	77,845	154,810	89,634	57.90%	131,877	112,567	85.36%	120,497
	Total Personnel Services	758,836	711,049	47,787	6.72%	267,590	525,894	233,570	44.41%	505,100	253,736	59.32%	427,774
600000	Professional Services - General	65,891	41,600	24,291	58.39%	0	38,000	27,891	73.40%	53,736	12,155	22.62%	15,709
607000	Auditors	41,600	41,600	0	0.00%	17,176	41,600	0	0.00%	41,162	438	1.06%	26,312
620000	Travel, Per Diem, Conference Registration	3,500	6,000	(2,500)	-41.67%	0	3,000	500	16.67%	320	3,180	993.75%	5,330
621000	Training & Education	700	700	0	0.00%	0	500	200	40.00%	499	201	40.28%	644
653000	Bank Charges & Credit Card Fees	80,425	90,225	(9,800)	-10.86%	33,415	80,000	425	0.53%	79,531	894	1.12%	74,041
661500	Operating Supplies	700	700	0	0.00%	0	500	200	40.00%	426	274	64.32%	541
665500	Operating Furniture, Fixtures and Equipment	500	500	0	0.00%	214	500	0	0.00%	246	254	103.25%	0
670000	Dues & Memberships	755	755	0	0.00%	0	755	0	0.00%	658	97	14.74%	603
672000	Licenses & Certifications	120	120	0	0.00%	0	120	0	0.00%	120	0	0.00%	120
	Total Services & Mat'ls.	194,191	182,200	11,991	6.58%	50,805	164,975	29,216	17.71%	176,698	17,493	14.19%	123,300
	Department Total	953,027	893,249	59,778	6.69%	318,395	690,869	262,786	38.04%	681,798	271,229	49.22%	551,074

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Guest Services
BASIC OPERATING BUDGET
FY 2025-2026

Department #	50		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.50.10.100.500000	Salaries	284,368	284,368
10.50.10.100.503000	Longevity	4,331	4,331
10.50.10.100.505000	Overtime	2,400	2,400
10.50.10.100.506000	Holiday Pay	2,707	2,707
10.50.10.100.507000	Auto Allowance	3,000	3,000
	<u>Benefits:</u>		
10.50.10.100.510000	FICA Taxes	22,731	78,190
10.50.10.100.511000	LGERS retirement	22,411	
10.50.10.100.511200	401k	7,787	
10.50.10.100.520000	Medical	21,882	
10.50.10.100.522000	Dental	675	
10.50.10.100.523000	Vision	119	
10.50.10.100.524000	Life Insurance	544	
10.50.10.100.525000	Disability	1,066	
10.50.10.100.531000	Cell Phone Allowance	975	
TOTAL PERSONNEL SERVICES			374,996
OPERATING EXPENSES			
10.50.10.100.620000	Travel, Per Diem, Conference Registration		3,600
	AAAE Customer Service Symposium	3,600	
10.50.10.100.621000	Training & Education		1,000
	Ambassador (airport volunteers) training & materials	500	
	PAWS training & materials	500	
10.50.10.100.630000	Printing & Binding		3,000
	Ground Transportation Cards	2,000	
	Paws for Passengers Trading Cards	1,000	
10.50.10.100.647000	Employee/Tenant Appreciation		7,700
	Tenant customer service incentives	3,000	
	Volunteer appreciation - annual banquet, snacks	4,700	
10.50.10.100.652000	In Terminal Advertising		1,225
	Business development / meetings	225	
	Cleaning / R&M	500	
	Supplies	500	
10.50.10.100.665500	Operating Furniture, Fixtures, Equipment and Software		18,350
	Greater than \$100 & up to \$5,000		
	Misc equipment	350	
10.50.10.900.665500	Static advertising displays - north concourse	18,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Guest Services			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	50		
New World	Description	Item	Summary
Account Numbers		Amount	Amount
10.50.10.100.666500	Uniforms		5,500
	Apparel for Guest Services staff / volunteers (new logo)	3,500	
	Pet therapy program supplies / uniforms (new logo)	2,000	
10.50.10.100.670000	Dues & Memberships		310
	AAAE	275	
	AAAE - SE Chapter	35	
TOTAL OPERATING EXPENSES			40,685
TOTAL - GUEST SERVICES			415,681

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
GUEST SERVICES
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY2025 Budget				FY2025 Estimated Actual				FY2024 Actual			FY 2023
		FY 2026 Budget	FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	284,368	249,478	34,890	13.99%	114,356	228,712	55,656	24.33%	226,097	58,271	25.77%	196,375
503000	Longevity	4,331	3,781	550	14.55%	2,964	3,781	550	14.55%	3,189	1,142	35.81%	3,324
505000	Overtime	2,400	2,400	0	0.00%	2,212	2,400	0	0.00%	4,542	(2,142)	-47.16%	4,740
506000	Holiday Pay	2,707	1,895	812	42.85%	1,895	1,895	812	42.85%	1,895	812	42.85%	1,516
507000	Auto Allowance	3,000	3,000	0	0.00%	1,500	3,000	0	0.00%	3,000	0	0.00%	3,000
500050	FICA Taxes	22,731	19,943	2,788	13.98%	9,432	18,864	3,867	20.50%	16,958	5,773	34.04%	16,006
500070	LGERS retirement	22,411	21,237	1,174	5.53%	11,216	22,432	(21)	-0.09%	16,126	6,285	38.97%	15,752
500080	401k	7,787	7,924	(137)	-1.73%	4,111	8,222	(435)	-5.29%	5,373	2,414	44.93%	6,485
500160	Medical	21,882	19,223	2,659	13.83%	8,896	17,792	4,090	22.99%	13,760	8,122	59.03%	8,426
500260	Dental	675	747	(72)	-9.64%	316	632	43	6.80%	567	108	19.05%	363
500265	Vision Insurance	119	138	(19)	-13.77%	58	116	3	2.59%	100	19	19.00%	70
500360	Life Insurance	544	576	(32)	-5.56%	292	584	(40)	-6.85%	513	31	6.04%	507
500460	Disability	1,066	1,222	(156)	-12.77%	531	1,062	4	0.38%	922	144	15.62%	981
500500	Cell Phone Allowance	975	975	0	0.00%	450	975	0	0.00%	900	75	8.33%	900
	Total Benefits	78,190	71,985	6,205	8.62%	35,302	70,679	7,511	10.63%	55,219	22,971	41.60%	49,490
	Total Personnel Services	374,996	332,539	42,457	12.77%	158,229	310,467	64,529	20.78%	293,942	80,979	27.55%	258,445
608000	Temporary help	0	0	0	100%	0	0	0	100%	0	0	100%	0
620000	Travel, Per Diem, Conference Registration	3,600	2,600	1,000	38.46%	0	0	3,600	100%	2,680	920	34.33%	2,110
621000	Training & Education	1,000	1,000	0	0.00%	0	1,000	0	0.00%	0	1,000	100%	606
630000	Printing & Binding	3,000	2,500	500	20.00%	191	2,000	1,000	50.00%	1,610	1,390	86.34%	1,533
647000	Employee/Tenant Appreciation	7,700	7,700	0	0.00%	1,695	6,000	1,700	28.33%	6,394	1,306	20.43%	4,978
652000	In Terminal Advertising	1,225	1,225	0	0.00%	0	500	725	145.00%	410	815	198.78%	1,744
665500	Operating Furniture, Fixtures and Equipment	18,350	20,350	(2,000)	-9.83%	70	20,350	(2,000)	-9.83%	338	18,012	5328.99%	299
666500	Uniforms	5,500	3,500	2,000	57.14%	455	2,000	3,500	175.00%	2,033	3,467	170.54%	1,298
670000	Dues & Memberships	310	310	0	0.00%	0	310	0	0.00%	310	0	0.00%	310
	Total Services & Mat'ls.	40,685	39,185	1,500	3.83%	2,411	32,160	8,525	26.51%	13,775	26,910	195.35%	12,878
	Department Total	415,681	371,724	43,957	11.83%	160,640	342,627	73,054	21.32%	307,717	107,889	35.06%	271,323

Comments

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Guest Services

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<u> </u>	Capital Improvement		
<u> </u>	Equipment and Small Capital Outlay	Fund	GARAA
<u> </u>	Renewal and Replacement	Department Number	50
<u> X </u>	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Description	Amount
Guest Services personnel	\$ 45,709

Add three part-time Guest Services clerks who will work a mid-shift and promote full-time clerk to Guest Services Lead. This will address the increasing demands on the Guest Services desk due to growing passenger traffic and ensure breaks are covered. As traffic numbers rise, so do the needs of our passengers, requiring us to provide prompt assistance and maintain high service standards. Adding three part-time clerks will ensure we can continue to answer calls, assist passengers effectively, and meet growing expectations at the Guest Services desk.

Promoting the full-time clerk to Guest Services Lead will enhance the department's efficiency, communication and administration. Full-time clerk will continue to provide direct support at the desk while also taking on additional responsibilities, including:

- Scheduling and filling in for the Guest Services team.
- Managing and implementing new volunteer software and scheduling.
- Coordinating volunteer communication and recognition efforts.
- Assisting with the recruitment and training of new volunteers.
- Overseeing lost and found processes and associated software.
- Managing Guest Service supplies.
- Assisting in maintaining and organizing brochure displays.
- Assisting in growing the First Class Recognition program.

This request is for the approval of three part-time clerk positions. In an effort to reduce costs, the funding request is for only two part-time positions. Funding for the remaining position will be requested at a later date.

Total cost for these two new positions and promotion total \$65,992 as outlined below:

Salary - part time clerks (3):	\$37,740
Salary increase - Guest Services lead	4,000
Benefits:	3,969

TITLE: Guest Services part-t ime clerks and promotion to Guest Services Lead

HIRE DATE: July 1, 2025

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
BASIC OPERATING BUDGET
FY 2025-2026

Department #	60		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.60.10.100.500000	Salaries	847,777	847,777
10.60.10.100.503000	Longevity	8,625	8,625
10.60.10.100.506000	Holiday Pay	2,978	2,978
10.60.10.100.506500	Bonus	-	-
10.60.10.100.507000	Auto Allowance	4,800	4,800
	<u>Benefits:</u>		462,001
10.60.10.100.510000	FICA Taxes	66,180	
10.60.10.100.511000	LGERS retirement	123,236	
10.60.10.100.511200	401k	42,820	
10.60.10.100.520000	Medical	201,761	
10.60.10.100.522000	Dental	7,605	
10.60.10.100.523000	Vision	564	
10.60.10.100.524000	Life Insurance	2,909	
10.60.10.100.525000	Disability	6,126	
10.60.10.100.531000	Cell Phone Allowance	10,800	
TOTAL PERSONNEL SERVICES			1,326,181
OPERATING EXPENSES			
10.60.10.100.600000	Professional Services - General		50,000
	Professional Services - Application Support and Consulting	30,000	
	Low Voltage Cabling	20,000	
10.60.10.100.606000	Website Maintenance		7,550
	Website Maintenance / Support	7,550	
10.60.10.100.616000	Other Contractual Services		505,474
	Various Service/Maintenance Agreements	505,474	
10.60.15.100.616000	Other Contractual Services-Terminal		336,332
	Various Service/Maintenance - Security/Access Control/Etc	336,332	
10.60.10.100.620000	Travel, Per Diem, Conference Registration		11,500
	ACI - Business Information Technology Conference	3,000	
	GSX / ASIS	3,000	
	NCLGISA Symposium	1,500	
	AAAE Aviation Security Summit	2,000	
	Airport Collaboration / Visit	2,000	
10.60.10.100.621000	Training & Education		8,000
	IT Training / Certifications	8,000	
10.60.10.100.651000	Other Current Charges and Obligations		500
	Business Meeting Expenses	500	
10.60.10.100.702000	Telecommunications		76,905
	Phone Service/Plans/Backup Internet Circuit	49,000	
	Cable TV/Backup Internet Circuit (100Mb)	6,905	
	Fire Panel Monitoring (Maintenance, RAC)	1,000	
	IP Phones/Subscriptions	6,500	
	ERC Broadband - Primary Internet Circuit (1000MB)	13,500	
10.60.10.100.740000	Rentals and Leases		24,000
	Sharp - Office Copiers / Printers	24,000	
10.60.10.100.760000	General Repairs and Maintenance		7,000

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Information Technology
BASIC OPERATING BUDGET
FY 2025-2026

Department #	60			
New World Account Numbers	Description	Item Amount	Summary Amount	
	Audio / Visual Equipment Repairs	5,000		
	Radio / Telex Repairs	2,000		
10.60.15.100.760000	General Repairs and Maintenance - Terminal		47,000	
	Equipment Repairs	32,000		
	Security System Repairs, Maintenance and Inventory	15,000		
10.60.10.100.661500	Operating Supplies		36,700	
	Operating Supplies	29,700		
	Small Tools, Equipment, Inventory	7,000		
10.60.15.100.661500	Operating Supplies-Terminal		125,000	
	ACUS Stock - Boarding Passes, Bag Tags, Toner, Paper	125,000		
10.60.10.100.662500	Promotional Items		2,000	
	Apparel - Staff (rebrand)	2,000		
10.60.10.100.665500	Operating Furniture, Fixtures, Equipment and Software		106,200	
	Greater than \$100 & up to \$5,000			
	CCTV Camera Replacements	25,000		
	Laptops/Desktops/Monitors etc.	76,200		
	Office Furniture	5,000		
10.60.15.100.665500	Operating Furniture, Fixtures, Equipment and Software - Terminal		5,000	
	Greater than \$100 & up to \$5,000			
	FIDS/Digital Marketing System Computers/Document Scanner	5,000		
10.60.10.100.670000	Dues & Memberships		50	
	NCAA	50		
10.60.10.100.671000	Books, Publications, & Subscriptions		110	
	Books & Subscriptions	110		
TOTAL OPERATING EXPENSES				1,349,321
TOTAL - INFORMATION TECHNOLOGY				2,675,502

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Information Technology
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY2025 Budget				FY2025 Estimated Actual				FY2024 Actual			FY 2023
		FY 2026 Budget	FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	847,777	860,941	(13,164)	-1.53%	314,415	641,731	206,046	32.11%	594,863	252,914	42.52%	435,326
503000	Longevity	8,625	6,852	1,773	25.88%	6,852	6,852	1,773	25.88%	5,073	3,552	70.02%	2,833
505000	Overtime	0	0			0	0			142			178
506000	Holiday Pay	2,978	2,707	271	10.01%	2,166	2,166	812	37.49%	1,895	1,083	57.15%	1,299
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	4,800	0	0.00%	2,400
510000	FICA Taxes	66,180	66,994	(814)	-1.22%	24,337	50,150	16,030	31.96%	43,585	22,595	51.84%	31,877
511000	LGERS retirement	123,236	116,284	6,952	5.98%	42,858	87,502	35,734	40.84%	73,480	49,756	67.71%	51,250
511200	401k	42,820	43,390	(570)	-1.31%	15,710	32,429	10,391	32.04%	28,481	14,339	50.35%	21,105
520000	Medical	201,761	178,428	23,333	13.08%	51,014	105,382	96,379	91.46%	76,928	124,833	162.27%	60,153
522000	Dental	7,605	9,318	(1,713)	-18.38%	2,091	4,512	3,093	68.55%	3,874	3,731	96.31%	3,253
523000	Vision Insurance	564	692	(128)	-18.50%	219	457	107	23.41%	409	155	37.90%	357
524000	Life Insurance	2,909	3,158	(249)	-7.88%	1,355	2,808	101	3.60%	2,500	409	16.36%	1,628
525000	Disability	6,126	7,600	(1,474)	-19.39%	2,673	5,516	610	11.07%	4,865	1,261	25.92%	3,571
531000	Cell Phone Allowance	10,800	10,800	0	0.00%	3,780	10,800	0	0.00%	7,478	3,322	44.42%	5,935
	Total Benefits	462,001	436,664	25,337	5.80%	144,037	299,556	162,445	54.23%	246,400	215,601	87.50%	181,529
	Total Personnel Services	1,326,181	1,311,964	14,217	1.08%	469,870	955,105	371,076	38.85%	848,373	474,628	55.95%	621,165
600000	Professional Services - General	50,000	40,000	10,000	25.00%	21,371	40,000	10,000	25.00%	44,232	5,768	13.04%	19,843
606000	Website Maintenance	7,550	7,550	0	0.00%	4,277	7,550	0	0.00%	5,863	1,687	28.77%	2,976
616000	Other Contractual Services	841,806	698,484	143,322	20.52%	323,154	698,484	143,322	20.52%	463,971	377,835	81.44%	480,811
620000	Travel, Per Diem, Conference Registration	11,500	13,450	(1,950)	-14.50%	2,191	2,200	9,300	422.73%	10,750	750	6.98%	2,222
621000	Training & Education	8,000	5,000	3,000	60.00%	399	400	7,600	1900.00%	519	7,481	1441.43%	203
651000	Other Current Charges and Obligations	500	500	0	0.00%	0	500	0	0.00%	0	500	100%	0
702000	Telecommunications	76,905	64,850	12,055	18.59%	22,911	64,850	12,055	18.59%	42,872	34,033	79.38%	33,022
740000	Rentals and Leases	24,000	24,000	0	0.00%	10,889	24,000	0	0.00%	22,564	1,436	6.36%	25,353
760000	General Repairs and Maintenance	54,000	42,000	119,700	285.00%	(86)	20,000	141,700	708.50%	35,845	125,855	351.11%	35,866
661500	Operating Supplies	161,700	233,300	(122,100)	-52.34%	46,034	133,330	(22,130)	-16.60%	111,399	(199)	-0.18%	40,933
662500	Promotional Items	2,000											
665500	Operating Furniture, Fixtures and Equipment	111,200	134,500	(23,300)	-17.32%	35,638	134,500	(23,300)	-17.32%	83,572	27,628	33.06%	119,765
670000	Dues & Memberships	50	50	0	0.00%	75	75	(25)	-33.33%	450	(400)	-88.89%	40
671000	Books & Publications	110	110	0	0.00%	124	150	(40)	-26.67%	0	110	100%	387
	Total Services & Mat'ls.	1,349,321	1,263,794	140,727	11.14%	466,977	1,126,039	278,482	24.73%	822,037	582,484	70.86%	761,421
	Department Total	2,675,502	2,575,758	154,944	6.02%	936,847	2,081,144	649,558	31.21%	1,670,410	1,057,112	63.28%	1,382,586

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Information Technology

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<u> </u>	Capital Improvement		
<u> </u>	Equipment and Small Capital Outlay	Fund	ARA
<u> </u>	Renewal and Replacement	Department Number	60
<u> X </u>	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Description	Amount
IT GIS Technician	\$ 114,576

AVL's current system for managing infrastructure/geospatial data relies on outdated methods. A GIS Technician will be crucial in implementing a centralized GIS database to improve data management, automate key processes, and promote informed decision-making across multiple departments and projects.
Pay Grade 18

Salary:	\$ 65,290
Benefits:	<u>49,286</u>
	\$114,576

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE: IT GIS Technician

HIRE DATE:
1/1/2026

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2025-2026

Department #	70			
New World Account Numbers	Description	Item Amount	Summary Amount	
PERSONNEL SERVICES				
10.70.10.100.500000	Salaries	292,803	292,803	
10.70.10.100.503000	Longevity	2,400	2,400	
10.70.10.100.505000	Overtime	-	-	
10.70.10.100.506000	Holiday Pay	812	812	
10.70.10.100.507000	Auto Allowance	6,000	6,000	
	Benefits:		159,319	
10.70.10.100.510000	FICA	23,134		
10.70.10.100.511000	LGERS retirement	42,480		
10.70.10.100.511200	401k	14,760		
10.70.10.100.520000	Medical	70,021		
10.70.10.100.522000	Dental	2,603		
10.70.10.100.523000	Vision	178		
10.70.10.100.524000	Life Insurance	1,043		
10.70.10.100.525000	Disability	2,493		
10.70.10.100.531000	Cell Phone Allowance	2,607		
TOTAL PERSONNEL SERVICES				461,334
OPERATING EXPENSES				
10.70.10.100.600000	Professional Services - General			100,000
	FlymyAirport Services (Booking tool, data, consultation)	18,000		
	Translation/Interpretation services	2,000		
	PR/Crisis Comms Firm - retainer	25,000		
	Air service development consulting - Ailevon	55,000		
10.70.10.100.602000	Artwork and Creative Production			50,000
NEW LOGO	Creative production (video & graphics support)	18,000		
	Website development, maintenance	26,000		
10.70.10.900.602000	Professional photos/videography	6,000		
10.70.10.100.603000	Surveys, Reports & Data			1,000
	Customer satisfaction surveys	1,000		
10.70.10.100.620000	Travel, Per Diem, Conference Registration			27,200
	ACI Jumpstart - June 2026 - TBD	3,200		
	Airline meeting travel expenses	3,500		
	Allegiant Air annual meeting - Spring 2026	2,500		
	Roundtable	2,800		
	Routes Americas - Feb 2026 - TBD	5,000		
	MarcommCX steering meeting - (meeting only)	1,000		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2025-2026

Department #	70			
New World Account Numbers	Description	Item Amount	Summary Amount	
	ACI MarComCX conference - KCI	3,500		
	ACI-NA Social Summit or Art in Airport - TBD	2,200		
	ACES - Customer Experience Symposium - TBD	3,500		
10.70.10.100.621000	Training & Education			750
	PR on-line training	750		
10.70.10.100.760000	General Repairs and Maintenance			-
		-		
10.70.10.100.630000	Printing & Binding			9,000
	In-terminal displays & PR materials - general	1,500		
	Miscellaneous projects - annual report, etc.	2,500		
10.70.10.900.630000	AVL Forward - banners/displays - general + events	5,000		
10.70.10.100.640000	Radio			13,000
	Speaking of Travel	6,000		
	Public radio	7,000		
10.70.10.100.641000	Billboards			10,000
	Billboard advertising	10,000		
10.70.10.100.642000	Print			6,400
	Asheville Visitor Guide	3,200		
	Henderson County Visitor Guide	3,200		
10.70.10.100.643000	TV			70,000
	Advertising	70,000		
10.70.10.100.644000	Web Advertising			104,150
	Constant Contact	25,200		
	Co Schedule monthly social media scheduling tool	950		
	Social media advertising	15,000		
	Other digital advertising	63,000		
10.70.10.100.649000	Air Service Development			3,300
	Roundtable - event costs	-		
	Fam tour costs - for network planner visits to AVL	3,000		
	Misc - thank you gifts, presentations, etc	300		
10.70.10.100.645000	Other Promotional Events/Sponsorships			1,125
	Restock sponsorship gifts - used for sponsor trades	1,125		
10.70.10.100.646000	Community Events/Exhibits/Sponsorships			38,200
	Asheville Chamber sponsorship & membership	19,000		
	Henderson Chamber sponsorship	6,200		
	Customer appreciation events	8,000		
	Inaugurals	2,500		
	AVL Forward VIP events	2,500		
10.70.10.100.646100	Runway 5K Expenses			60,000
	Runway 5K (revenue offsets 100%)	60,000		

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Marketing & Public Relations
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	70		
10.70.10.100.647000	Employee/Tenant Appreciation		16,500
NEW LOGO	Tenant lunch	4,000	
NEW LOGO	Volunteer appreciation	1,500	
	Customer service program/employee events	8,000	
10.70.10.900.647000	AVL Forward employee + tenant events	3,000	
10.70.10.100.661500	Operating Supplies		500
	Supplies	500	
10.70.10.100.662000	Art Program		1,000
	Musician Stipend	-	
	Supplies, promotional materials (art, music programs)	1,000	
10.70.10.100.662500	Promotional Items		47,800
NEW LOGO	Apparel - PR staff special events	1,000	
NEW LOGO	Apparel - promo and staff	16,800	
NEW LOGO	Birthday box promo	5,000	
NEW LOGO	Company store items - at least 100% offset via sales	5,000	
NEW LOGO	Employee appreciation promo	2,500	
NEW LOGO	General promo - large items (special purposes)	7,500	
NEW LOGO	General promo - small items	7,500	
NEW LOGO	PAX appreciation events - promo	2,500	
10.70.10.100.663000	Holiday Decorations		-
	New décor/replacement lights, supplies		
10.70.10.100.665500	Operating Furniture, Fixtures, Equipment and Software		3,374
	Greater than \$100 & up to \$5,000		
	Camera and Lens	3,374	
10.70.10.100.670000	Dues & Memberships		4,235
	AAAE	275	
	SEC AAAE	35	
	NCAA	45	
	Haywood Chamber	580	
	Hendersonville Chamber	850	
	Jackson Chamber	250	
	Madison Chamber	325	
	McDowell Chamber	250	
	Mitchell County Chamber	350	
	Polk Chamber	360	
	Rutherford Chamber	250	
	Transylvania/Brevard Chamber	385	
	Yancey Chamber	280	
10.70.10.100.671000	Books, Publications, Compact Disks, Videos & Subscriptions		15,009
	ASCAP music license (for all music in airport)	1,560	
	Blue Ridge Now online subscription	63	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Marketing & Public Relations			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	70		
New World	Description	Item	Summary
Account Numbers		Amount	Amount
	Hendersonville Lightning online subscription	70	
	Citizen-Times online subscription	70	
	Shutterstock - business license/annual fee	4,000	
	QR Code maker	156	
	Font license - website/microsite	250	
	Puzzle maker	120	
	Social Archiving	6,000	
	Social media feed to website - interface service	720	
	Project management tool	1,500	
	Stock music & on-line voice overs	500	
TOTAL OPERATING EXPENSES			
TOTAL - MARKETING & PUBLIC RELATIONS			1,043,877

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Marketing & Public Relations
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget				FY2025 Estimated Actual				FY2024 Actual			FY 2023 Actual
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease			
				Amount	Percent			Amount	Percent		Amount	Percent		
500000	Salaries	292,803	282,602	10,201	3.61%	63,200	193,200	99,603	51.55%	290,932	1,871	0.64%	249,071	
503000	Longevity	2,400	2,094	306	14.61%	1,978	2,094	306	14.61%	4,461	(2,061)	-46.20%	6,469	
505000	Overtime	0	0	0	100%	0	0	0	100%	19	(19)	-100.00%	0	
506000	Holiday Pay	812	812	0	0.00%	541	541	271	50.09%	812	0	0.00%	650	
507000	Auto Allowance	6,000	6,000	0	0.00%	0	0	6,000	100%	6,000	0	0.00%	3,600	
510000	FICA Taxes	23,134	22,164	970	4.38%	4,872	14,981	8,153	54.42%	20,758	2,376	11.45%	18,958	
511000	LGERS retirement	42,480	37,881	4,599	12.14%	8,890	26,242	16,238	61.88%	34,737	7,743	22.29%	30,154	
511200	401k	14,760	14,135	625	4.42%	3,259	9,792	4,968	50.74%	13,461	1,299	9.65%	12,416	
520000	Medical	70,021	56,519	13,502	23.89%	16,293	51,303	18,718	36.49%	43,138	26,883	62.32%	43,448	
522000	Dental	2,603	3,183	(580)	-18.22%	690	1,991	612	30.74%	2,567	36	1.40%	2,182	
523000	Vision Insurance	178	207	(29)	-14.01%	58	147	31	21.09%	178	0	0.00%	208	
524000	Life Insurance	1,043	1,103	(60)	-5.44%	288	809	234	28.92%	1,148	(105)	-9.15%	963	
525000	Disability	2,493	2,649	(156)	-5.89%	515	1,761	732	41.57%	2,294	199	8.67%	2,096	
531000	Cell Phone Allowance	2,607	2,607	0	0.00%	450	1,475	1,132	76.75%	2,280	327	14.34%	2,280	
	Total Benefits	159,319	140,448	18,871	13.44%	35,315	108,501	50,818	46.84%	120,561	38,758	32.15%	112,705	
	Total Personnel Services	461,334	431,956	29,378	6.80%	101,034	304,336	155,866	51.22%	422,785	38,222	9.04%	372,495	
600000	Professional Services - General	100,000	94,000	6,000	6.38%	26,299	94,000	6,000	6.38%	58,636	41,364	70.54%	74,489	
602000	Artwork and Creative Production	50,000	52,000	(2,000)	-3.85%	5,686	52,000	(2,000)	-3.85%	26,057	23,943	91.89%	22,187	
603000	Surveys, Reports & Data	1,000	1,000	0	0.00%	0	1,000	0	0.00%	0	1,000	100%	0	
620000	Travel, Per Diem, Conference Registration	27,200	30,500	(3,300)	-10.82%	12,972	30,500	(3,300)	-10.82%	22,049	5,151	23.36%	19,680	
621000	Training & Education	750	750	0	0.00%	75	75	675	900.00%	75	675	900.00%	0	
702000	Telecommunications	0	0	0	100%	3,074	3,074	(3,074)	-100.00%	925	(925)	-100.00%	1,325	
760000	General Repairs and Maintenance	0	0	0	100%	0	0	0	100%	519	(519)	-100.00%	1,795	
630000	Printing & Binding	9,000	9,000	0	0.00%	2,275	9,000	0	0.00%	13,151	(4,151)	-31.56%	14,282	
640000	Radio	13,000	18,000	(5,000)	-27.78%	6,000	10,000	3,000	30.00%	6,000	7,000	116.67%	6,000	
641000	Billboards	10,000	20,000	(10,000)	-50.00%	0	12,000	(2,000)	-16.67%	7,000	3,000	42.86%	0	
642000	Print	6,400	6,400	0	0.00%	0	6,400	0	0.00%	5,619	781	13.90%	5,619	
643000	TV	70,000	80,000	(10,000)	-12.50%	0	45,000	25,000	55.56%	79,999	(9,999)	-12.50%	16,000	
644000	Web Advertising	104,150	116,150	(12,000)	-10.33%	14,040	50,000	54,150	108.30%	36,857	67,293	182.58%	30,673	
649000	Air Service Development	3,300	27,300	(24,000)	-87.91%	23,524	27,300	(24,000)	-87.91%	33,460	(30,160)	-90.14%	12,902	
645000	Promotional Events/Sponsorships	1,125	1,500	(375)	-25.00%	0	1,500	(375)	-25.00%	1,257	(132)	-10.50%	0	
646000	Other Community Events/Exhibits/Sponsorships	38,200	65,200	(27,000)	-41.41%	2,322	65,200	(27,000)	-41.41%	39,861	(1,661)	-4.17%	59,969	
646100	Runway 5K Expenses	60,000	62,000	(2,000)	-3.23%	(24,572)	73,093	(13,093)	-17.91%	62,076	(2,076)	-3.34%	48,877	
647000	Employee/Tenant Appreciation	16,500	9,500	7,000	73.68%	1,219	5,000	11,500	230.00%	4,242	12,258	288.97%	3,288	
661500	Operating Supplies	500	1,000	(500)	-50.00%	220	300	200	66.67%	3,649	(3,149)	-86.30%	0	
662000	Art Program	1,000	1,000	0	0.00%	0	800	200	25.00%	2,491	(1,491)	-59.86%	1,546	
662500	Promotional Items	47,800	20,500	27,300	133.17%	8,404	20,500	27,300	133.17%	21,488	26,312	122.45%	45,451	
663000	Holiday Decorations	0	1,000	(1,000)	-100.00%	0	0	0	100%	311	(311)	-100.00%	986	
665500	Operating Furniture, Fixtures and Equipment	3,374	0	3,374	100%	0	0	3,374	100%	15,779	(12,405)	-78.62%	5,506	
670000	Dues & Memberships	4,235	4,235	0	0.00%	2,265	4,235	0	0.00%	4,890	(655)	-13.39%	8,410	
671000	Books & Publications	15,009	13,509	1,500	11.10%	1,989	11,809	3,200	27.10%	5,233	9,776	186.81%	6,381	
	Total Services & Mat'ls.	582,543	634,544	(52,001)	-8.20%	85,792	522,786	59,757	11.43%	451,624	130,919	28.99%	385,366	
	Department Total	1,043,877	1,066,500	(22,623)	-2.12%	186,826	827,122	215,623	26.07%	874,409	169,141	19.34%	757,861	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

Maintenance/Operations/Custodial

BASIC OPERATING BUDGET

FY 2025-2026

Department #	80		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.80.15.100.500000	Salaries	2,248,461	2,248,461
10.80.15.100.503000	Longevity	27,746	27,746
10.80.15.100.505000	Overtime	45,000	45,000
10.80.15.100.506000	Holiday Pay	10,827	10,827
10.80.15.100.507000	Auto Allowance	4,800	4,800
	<u>Benefits:</u>		1,410,950
10.80.15.100.510000	FICA Taxes	179,174	
10.80.15.100.511000	LGERS retirement	334,021	
10.80.15.100.511200	401k	116,060	
10.80.15.100.520000	Medical	715,842	
10.80.15.100.522000	Dental	28,110	
10.80.15.100.523000	Vision	2,122	
10.80.15.100.524000	Life Insurance	9,714	
10.80.15.100.525000	Disability	19,400	
10.80.15.100.531000	Cell Phone Allowance	6,507	
TOTAL PERSONNEL SERVICES			3,747,784
OPERATING EXPENSES			
10.80.15.100.600000	Professional Services		-
	Professional Services	-	
10.80.15.100.608000	Temporary Help		-
	Temporary Help	-	
10.80.15.100.611000	Landscaping		100,000
	Landside Contract	100,000	
10.80.80.100.612000	Parking Management Contract		939,632
	Payroll, Benefits & Operating Expenses	858,535	
	Management Fee	81,097	
10.80.80.100.613000	Parking Management - Shuttle Service		940,065
	Shuttle Services	940,065	
10.80.15.100.615500	Custodial		550,000
	Custodial Contract	550,000	
10.80.15.100.616000	Other Contractual Services		168,550
	Automatic Door Contract	1,000	
	Fire Sprinkler Inspections/Backflow/Halation	7,000	
	Halon Fire Suppression Inspection	1,500	
	Load Bank Generator Test	10,000	
	Pest Control	2,400	
	Uniform Cleaning & Mats (Maintenance & Janitor	24,150	
	Waste Removal & Recycling	105,000	
	Window Washing	17,500	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Maintenance/Operations/Custodial
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	80		
10.80.20.100.616000	Other Contractual Services		1,617,500
	BHS/Loading Bridge Maintenance Contract	1,250,000	
	MSE Wall Monitoring	12,500	
	Security Contract	240,000	
	Rubber Removal	100,000	
	Wildlife Program	15,000	
10.80.60.100.616000	Other Contractual Services		81,550
	Rental Car Custodial	64,700	
	RAC Pest Control	1,100	
	RAC Waste Removal and Recycling	15,750	
10.80.80.100.616000	Other Contractual Services		14,000
	Pressure Washing	4,000	
	Garage Inspection	10,000	
10.80.20.100.616200	Other Contractual Services		235,000
	Exit Lane Security	65,000	
	Security Employee Screening	170,000	
10.80.15.100.614000	Elevator Maintenance Contract		10,500
	Elevator Maintenance Contract	10,500	
10.80.15.100.615000	Fire Alarm Systems Contract		18,150
	Fire Alarm Systems-Infinity & Monitoring fees	1,875	
	Fire Alarm Systems	16,275	
10.80.15.100.620000	Travel, Per Diem, Conference Registration		20,480
	AAAE Conference	3,000	
	AGTA Annual Conference	1,900	
	Annual Snow Symposium (2)	5,000	
	ARFF Vehicle Maintenance Training	2,500	
	ASOCS 139 APP Conference	1,500	
	Business Meeting Expense	500	
	FAA Conference (2)	1,780	
	NCAA Conference (2)	2,500	
	SEC Annual Conference	1,800	
10.80.15.100.621000	Training & Education		16,000
	AAAE	500	
	ACE/AAE (4)	10,000	
	ASOS (2)	1,500	
	Badging and Credentialing Conference	2,500	
	Professional Development	1,500	
	Electricity - All Locations		408,375
10.80.80.100.712500	Electricity Parking Garage		
	61 Terminal Dr (9100-8373-3259 324747987)	34,500	
10.80.15.100.715000	Electricity TA8918 Terminal 208		
	61 Terminal Dr (9100 8373 4713 8350457)	100,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Maintenance/Operations/Custodial
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	80		
10.80.15.100.710500	Electricity TH4698 Landside Restaurant & GRAA Storage areas		
	61 Terminal Dr (9100 8373 2555 324748071)	2,700	
	Airside Restaurant and Freezer	7,500	
10.80.20.100.714500	Electricity TR2714 DPS Bldg New		
	136 Wright Brother Way (9100 8373 4135 324748069)	21,000	
10.80.20.100.713000	Electricity TK0203 Maint Bldgs		
	15 Aviation Way (9100 8373 3473 324748069)	11,500	
10.80.20.100.715500	Electricity W10456 Vgate-8AW		
	21 Aviation Way (9100 8373 4937 325573147)	475	
10.80.20.100.710000	Electricity S93746 GA Sewer Lift		
	1 Aviation Way (9100 8373 2357 322839998)	1,000	
10.80.20.100.712000	Electricity TF3027 480V TAFRDP		
	61 Terminal Dr (9100 8373 3259 324747986)	110,000	
10.80.60.100.711500	Electricity RAC CAM S83383		
	87 Rental Car Dr (9100 8373 3001 83460554)	12,000	
10.80.80.100.711000	Electricity TH6583 WBW St Light		
	Wright Brothers Way (9100 8373 2802 3584493)	6,100	
10.80.80.100.713500	Electricity YT5631 LowerOverflow		
	(9100 8373 3671 325587666)	1,750	
10.80.80.100.716000	Electricity Shuttle Lot		
	Shuttle Lot (9100 8373 4375 332950622)	7,500	
10.80.80.100.716500	Electricity Shuttle Lot Gravel Portion		
	11 Airport Park Dr (9101 3449 9857)	1,100	
10.80.20.100.714000	Electricity TJ0142		
	134 Wright Brothers Way (9100 8373 3861 322839998)	8,750	
10.80.80.100.714000	Electricity Shuttle Lot South		
		7,500	
10.80.15.900.715000	Electricity CEP		
		75,000	
	Natural Gas - All Locations		55,900
10.80.15.100.721500	Nat Gas 635822 Terminal		
	61 Terminal Dr (3-1981-0349-9500)	16,000	
10.80.20.100.721000	Nat Gas 568135 Operations Office Bldg A (East)		
	15 Aviation Way (2-2100-7146-7120)	10,900	
10.80.20.100.722000	Nat Gas 446155 Main Bldg B (West)		
	15 Aviation Way (8-1981-0349-9521)	6,500	
10.80.20.100.720000	Nat Gas 508999/509070 DPS Bldg New		
	136 Wright Brothers Way (2-2101-0054-6410)	5,000	
10.80.20.100.720500	Nat Gas		
	134 Wright Brothers Way (2-21010-1438-6501)	2,500	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Maintenance/Operations/Custodial
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers	Description	Item Amount	Summary Amount
Department #	80		
10.80.15.900.721500	Nat Gas - CEP		
		15,000	
	Water - All Locations		81,100
10.80.15.100.733000	Water 11946022/12642942 Term		
	61 Terminal Dr (2111887-1140018)	25,000	
10.80.20.100.731000	Water - Deicing Truck Water Station		
	61 Terminal Dr (2111887-103231)	1,500	
	Water 47313873 Maint Bldg A E		
	15 Aviation Way (2111879-1339978)	-	
10.80.20.100.730000	Water 102059 Public Saf Bldg-New (211887/102059)		
	136 Wright Brothers Way (1264268/13942887)	5,100	
10.80.20.100.733500	Water 11459507/70162311 New Maint Bldg (East)		
	15 Aviation Way (2111887-1580708)	3,500	
10.80.60.100.734000	Water 11946005/70182576 RAC		
	65 Rental Car Dr (2293169-1587918)	25,000	
10.80.80.100.731500	Water 1013844 Toll Plaza Office		
	70 Terminal Dr	-	
10.80.80.100.732000	Water Garage (2111887/104501)		
	61 Terminal Dr	-	
10.80.20.100.732500	Water (2111887/1139948)		
	134 Wright Brothers Way	1,000	
10.80.15.900.733000	Water - CEP		
		20,000	
10.80.15.100.761000	Terminal, Buildings and Grounds		170,500
	Baggage Belts	2,500	
	Equipment Rental	7,500	
	Floor Maintenance	5,000	
	General Repairs	15,000	
	Hardware/Equipment	5,000	
	HVAC Repairs	5,000	
	Roofing Maintenance	3,000	
	Sewer Cleanout & Repair	2,500	
	Terminal & Grounds Lighting Fixtures and Bulbs	10,000	
10.80.15.900.761000	Parts Inventory BHS	100,000	
10.80.15.900.761000	Repairs - Temporary Offices	15,000	
10.80.20.100.761000	Terminal, Buildings and Grounds		125,000
	Loading Bridges, PC Air/GPUs	-	
10.80.20.900.761000	Parts Inventory PBB	125,000	
10.80.60.100.761000	Terminal, Buildings and Grounds		80,000
	Misc Repairs - Facility	70,000	
	RAC Light Poles, Fencing, Backflow/Fire Line & B	10,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Maintenance/Operations/Custodial
BASIC OPERATING BUDGET
FY 2025-2026

Department #	80		
New World Account Numbers	Description	Item Amount	Summary Amount
10.80.80.100.761000	Terminal, Buildings and Grounds		33,000
	Light Poles, Fencing	3,000	
	Lime, Fertilizer, Mulch & Plants	20,000	
	Pavement Maintenance Program	10,000	
10.80.90.100.761000	Terminal, Buildings and Grounds		-
	Rental Homes/Tenants	-	
10.80.20.100.770500	Permits, Licenses & Fees		1,500
	Permits, Licenses & Fees	1,500	
10.80.15.100.770000	Vehicles and Heavy Equipment		18,000
	Landside Vehicles & Heavy Equipment	18,000	
10.80.20.100.770000	Vehicles and Heavy Equipment		59,500
	Airfield vehicles & heavy equipment	47,500	
	Authority vehicle tax & tags	12,000	
10.80.20.100.771000	Airport and Airfield Equipment		30,000
	Airfield Lighting, Runway Painting, & Electrical Va	30,000	
10.80.15.100.630000	Printing & Binding		2,000
	Printing & Binding, Forms/Permits	2,000	
10.80.15.100.647000	Employee/Tenant Appreciation		750
	Employee/Conference Hosting/Snow Team Food	750	
10.80.15.100.660000	Vehicle Fuel		118,000
	Vehicle Fuel	118,000	
10.80.15.100.661000	Shop Supplies		3,000
	Shop Supplies	3,000	
10.80.20.100.661500	Operations Supplies		46,000
	Finger Print/Badging	23,000	
	Operating Supplies	20,000	
	Rap Back Program	3,000	
10.80.20.100.661600	Snow Removal		2,000
	Snow Removal Costs	2,000	
10.80.15.100.663500	Chemicals & Safety		47,000
	Chemicals & Safety	4,000	
	De-icing Chemicals	40,000	
	Safety Program Supplies	3,000	
10.80.15.100.664000	Small Tools and Equipment		30,000
	Small Tools/Equipment	15,000	
10.80.20.100.664000	Small Tools and Equipment		
	Aviation Working Inspection Equipment-EDSE	15,000	
10.82.15.100.664500	Custodial Supplies		50,000
	Cleaning Supplies/Mop Heads/Trash Can Liners e	50,000	
10.82.15.100.665000	Custodial Consumables		120,000
	Soap/Paper Towels/Toilet Paper/Seat Covers	120,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Maintenance/Operations/Custodial
BASIC OPERATING BUDGET
FY 2025-2026

Department #	80		
New World Account Numbers	Description	Item Amount	Summary Amount
10.82.15.100.665500	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		3,000
	Equipment	3,000	
10.82.15.100.666500	Uniforms		12,200
	Clothing	3,000	
	Employee Shoe Allowance	2,000	
	PPE	2,000	
	Prescription Safety Glasses	200	
	Rebranding Logo Change	5,000	
10.80.15.100.670000	Dues & Memberships		2,370
	AAAE-4	1,100	
	AGTA	500	
	NCAA Annual Dues-7	525	
	SEC-7	245	
10.80.15.100.671000	Books, Publications, Compact Disks, Videos & Subscriptions		500
	Misc books & publications	500	
10.80.15.100.672000	Licenses & Certifications		1,400
	CDL Licenses (2)	1,000	
	NC Fire Sprinkler Licenses	400	
TOTAL OPERATING EXPENSES			6,212,522
TOTAL - OPERATIONS			9,960,306

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Operations/Maintenance/Custodial
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY2025 Budget				FY2025 Estimated Actual				FY2024 Actual			FY 2023
		FY 2026 Budget	FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	2,248,461	2,547,514	(299,053)	-11.74%	934,773	1,919,000	329,461	17.17%	1,766,141	482,320	27.31%	1,443,991
503000	Longevity	27,746	26,594	1,152	4.33%	4,712	26,594	1,152	4.33%	23,261	4,485	19.28%	20,871
505000	Overtime	45,000	45,000	0	0.00%	86,934	100,000	(55,000)	-55.00%	68,384	(23,384)	-34.20%	48,819
506000	Holiday Pay	10,827	13,264	(2,437)	-18.37%	7,851	7,851	2,976	37.91%	7,580	3,247	42.84%	5,414
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	4,800	0	0.00%	2,400
510000	FICA Taxes	179,174	201,921	(22,747)	-11.27%	77,561	157,456	21,718	13.79%	133,553	45,621	34.16%	111,685
511000	LGERS retirement	334,021	350,961	(16,940)	-4.83%	135,975	274,110	59,911	21.86%	229,282	104,739	45.68%	181,506
511200	401k	116,060	130,956	(14,896)	-11.37%	49,841	102,280	13,780	13.47%	88,735	27,325	30.79%	74,685
520000	Medical	715,842	906,865	(191,023)	-21.06%	172,700	365,000	350,842	96.12%	303,339	412,503	135.99%	295,265
522000	Dental	28,110	45,766	(17,656)	-38.58%	8,414	18,500	9,610	51.95%	17,011	11,099	65.25%	16,221
523000	Vision Insurance	2,122	3,142	(1,020)	-32.46%	872	1,744	378	21.67%	1,702	420	24.68%	1,605
524000	Life Insurance	9,714	11,682	(1,968)	-16.85%	4,304	9,085	629	6.92%	6,528	3,186	48.81%	6,321
525000	Disability	19,400	26,386	(6,986)	-26.48%	7,651	16,121	3,279	20.34%	14,572	4,828	33.13%	12,445
531000	Cell Phone Allowance	6,507	6,027	480	7.96%	2,781	6,027	480	7.96%	5,400	1,107	20.50%	5,304
	Total Benefits	1,410,950	1,683,706	(272,756)	-16.20%	460,099	950,323	460,627	48.47%	804,922	606,028	75.29%	707,437
	Total Personnel Services	3,747,784	4,320,878	(573,574)	-13.27%	1,496,769	3,008,568	738,736	24.55%	2,670,288	1,076,389	40.31%	2,226,532
600000	Professional Services	0	0	0	100%	0	0	0	100%	0	0	100%	0
608000	Temporary Help	0	285,000	(285,000)	-100.00%	38,830	285,000	(285,000)	-100.00%	68,438	(68,438)	-100.00%	75,078
611000	Landscaping	100,000	100,000	0	0.00%	45,030	90,060	9,940	11.04%	84,300	15,700	18.62%	28,100
612000	Parking Management Contract	939,632	836,313	103,319	12.35%	270,166	800,000	139,632	17.45%	643,667	295,965	45.98%	645,296
613000	Parking Management - Shuttle	940,065	955,592	(15,527)	-1.62%	233,574	681,175	258,890	38.01%	518,736	421,329	81.22%	390,408
615500	Custodial Contract	550,000	0	550,000	100%	0	0	550,000	100%	0	550,000	100%	0
616000	Other Contractual Services	1,881,600	767,100	1,114,500	145.29%	141,813	525,825	1,355,775	257.84%	437,974	1,443,626	329.61%	353,545
614000	Elevator Maintenance Contract	10,500	10,500	0	0.00%	4,587	10,500	0	0.00%	9,530	970	10.18%	9,657
615000	Fire Alarm Systems Contract	18,150	17,250	900	5.22%	15,363	17,250	900	5.22%	10,247	7,903	77.13%	10,759
616200	Exit Lane Security/Employee Screening	235,000	0	235,000	100%	0	0	235,000	100%	3,352	231,648	6910.74%	0
620000	Travel, Per Diem, Conference Registration	20,480	20,180	300	1.49%	4,696	12,500	7,980	63.84%	14,775	5,705	38.61%	4,630
621000	Training & Education	16,000	16,000	0	0.00%	1,275	5,000	11,000	220.00%	6,017	9,983	165.91%	3,512
710000	Electricity - All	408,375	476,760	(68,385)	-14.34%	157,694	425,125	(16,750)	-3.94%	393,273	15,102	3.84%	345,382
720000	Natural Gas - All	55,900	56,250	(350)	-0.62%	7,912	11,107	44,793	403.29%	36,272	19,628	54.11%	53,961
730000	Water - All	81,100	95,000	(13,900)	-14.63%	26,587	79,385	1,715	2.16%	87,545	(6,445)	-7.36%	68,568
761000	Terminal, Buildings and Grounds	408,500	414,000	(5,500)	-1.33%	309,126	398,780	9,720	2.44%	265,022	143,478	54.14%	246,222
770500	Permits, Licenses & Fees	1,500	1,500	0	0.00%	720	1,500	0	0.00%	120	1,380	1150.00%	100
770000	Vehicles and Heavy Equipment	77,500	71,500	6,000	8.39%	22,267	65,260	12,240	18.76%	113,729	(36,229)	-31.86%	79,864
771000	Airport and Airfield Equipment	30,000	30,000	0	0.00%	2,944	25,000	5,000	20.00%	9,357	20,643	220.62%	26,549
630000	Printing & Binding	2,000	2,000	0	0.00%	986	2,000	0	0.00%	2,257	(257)	-11.39%	981
647000	Employee/Tenant Appreciation	750	750	0	0.00%	162	595	155	26.05%	267	483	180.90%	0
660000	Vehicle Fuel	118,000	120,000	(2,000)	-1.67%	56,988	117,907	93	0.08%	113,999	4,001	3.51%	97,742
661000	Shop Supplies	3,000	3,000	0	0.00%	782	2,500	500	20.00%	6,906	(3,906)	-56.56%	2,949
661500	Operating Supplies	46,000	42,500	3,500	8.24%	11,137	35,000	11,000	31.43%	54,651	(8,651)	-15.83%	47,658
661600	Snow Removal	2,000											
663500	Chemicals & Safety	47,000	47,000	0	0.00%	1,433	25,000	22,000	88.00%	1,208	45,792	3790.73%	38,741
664000	Small Tools and Equipment	30,000	15,000	15,000	100.00%	1,455	13,400	16,600	123.88%	11,194	18,806	168.00%	12,291
664500	Custodial Supplies	50,000	55,000	(5,000)	-9.09%	20,402	45,800	4,200	9.17%	37,641	12,359	32.83%	30,734
665000	Custodial Consumables	120,000	130,000	(10,000)	-7.69%	69,907	130,000	(10,000)	-7.69%	117,878	2,122	1.80%	98,047
665500	Operating Furniture, Fixtures and Equipment	3,000	3,000	0	0.00%	0	1,000	2,000	200.00%	1,042	1,958	187.91%	0
666500	Uniforms	12,200	7,400	4,800	64.86%	539	2,500	9,700	388.00%	4,147	8,053	194.19%	3,935
670000	Dues & Memberships	2,370	2,125	245	11.53%	350	2,000	370	18.50%	2,035	335	16.46%	850
671000	Books & Publications	500	500	0	0.00%	0	250	250	100.00%	0	500	100%	825
672000	Licenses & Certifications	1,400	1,200	200	16.67%	128	1,200	200	16.67%	0	1,400	100%	0
	Total Services & Mat'ls.	6,212,522	4,582,420	1,628,102	35.53%	1,446,853	3,812,619	2,397,903	62.89%	3,055,579	3,154,943	103.25%	2,676,384
	Department Total	9,960,306	8,903,298	1,054,528	11.84%	2,943,622	6,821,187	3,136,639	45.98%	5,725,867	4,231,332	73.90%	4,902,916

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	81
<input checked="" type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
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Terminal Operations Manager	\$ 121,067
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Terminal Operations Manager – Reports to Operations Manager and is in charge of all the common use facility assignments, tracking, scheduling, and is the go-between for Ops/Properties/Finance for all airline related activities. I was thinking classification for this position would be a grade 19.

Salary: \$ 70,399
Benefits: 50,668
\$121,067

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	81
<input checked="" type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Operations Personnel	\$ -

The Operations Department is requesting to add 2 positions to the department.

Operations Specialist I:

The current number of staff does not allow for full coverage on the weekends and by adding at least one more position the department can achieve the goal for coverage during aircraft operations.

Salary: \$ 62,451
Benefits: \$ 48,519
 \$110,970

Badging Specialist:

With the transition of the Operations Specialist II position to the Telecommunications department, the secondary badging staff will need to be replaced to allow for additional and backup coverage during vacation or sick leave of the only badging specialist on staff. The addition will be beneficial once the new terminal opens, with expected increase in tenant staff, giving us the option to extend the hours of operation, if needed.

Salary: \$ 56,774
Benefits: \$ 46,984
 \$103,758

This request is for the approval of two positions in the Operations Department. In an effort to reduce costs, the funding for these positions is not requested at this time. The funding will be requested, and the positions filled, at a later date.

TITLE:

HIRE DATE: TBD

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	80
<input checked="" type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
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Assistant Maintenance Manager	\$ -
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Asst Maintenance Manager – Grade 20; this position will be a back-up to the maintenance manager. Trying to build some depth in management.

Salary:	\$ 73,806
Benefits:	<u>51,589</u>
	\$125,395

This request is for the approval of a position in the Maintenance Department. In an effort to reduce costs, the funding for this position is not requested at this time. The funding will be requested, and the position filled, at a later date.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE: TBD

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Properties & Contracts			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	85		
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.85.10.100.500000	Salaries	224,448	224,448
10.85.10.100.503000	Longevity	2,744	2,744
10.85.10.100.506000	Holiday Pay	541	541
10.85.10.100.507000	Auto Allowance	4,800	4,800
	Benefits:		
10.85.10.100.510000	FICA Taxes	17,865	109,200
10.85.10.100.511000	LGERS Retirement	32,693	
10.85.10.100.511200	401k	11,360	
10.85.10.100.520000	Medical	40,480	
10.85.10.100.522000	Dental	1,380	
10.85.10.100.523000	Vision	119	
10.85.10.100.524000	Life Insurance	809	
10.85.10.100.525000	Disability	1,887	
10.85.10.100.531000	Cell Phone Allowance	2,607	
TOTAL PERSONNEL SERVICES			341,733
OPERATING EXPENSES			
10.85.10.100.600000	Professional Services - General		18,000
	ACDBE Joint Venture Assistance Small Business Element	3,000	
	Land Appraisal for Market Rates (Signature lease)	10,000	
	Misc. expenses for due diligence studies on development	5,000	
10.85.10.100.616000	Other Contractual Services		-
10.85.10.100.620000	Travel, Per Diem, Conference Registration		15,200
	ACI - Business of Airports (2)	5,000	
	Allegiant Air Annual meeting	2,200	
	ACI Chief Revenue Officer Conference	2,500	
	AXN - Airport Experience Conference	3,500	
	Business Development Conference/Site Visits	-	
	SEC - AAAE (KP)/NCAA Annuals/ABRM ANNUAL	2,000	
10.85.10.100.621000	Training & Education		800
	training courses - KP	500	
	Real estate continuing education	300	
10.85.10.100.630000	Printing & Binding		-
	Marketing materials - land development (brochures)		
10.85.10.100.650000	Legal Notices & Placements		200
	Advertising: RFPs (Local/Nat'l) development	200	
10.85.10.100.651000	Other Current Charges and Obligations		600
	Business meeting expenses	400	
	Outreach event for ACDBE small business element	200	
10.85.10.100.661500	Operating Supplies		250
	Misc. supplies	250	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Properties & Contracts			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	85		
New World	Description	Item	Summary
Account Numbers		Amount	Amount
10.85.10.100.662500	Promotional Items		500
	Replacement of apparel new brand	500	
10.85.10.100.665500	Operating Furniture, Fixtures, Equipment and Software		500
	Greater than \$100 & up to \$5,000		
	Desk - stand up KP	500	
10.85.10.100.670000	Dues & Memberships		495
	AAAE	275	
	AAAE SE (2)	70	
	NCAA Chapter (2)	150	
10.85.10.100.671000	Books, Publications, Compact Disks, Videos & Subscriptions		-
	ARN Factbook	-	
TOTAL OPERATING EXPENSES			36,545
TOTAL - PROPERTIES & CONTRACTS			378,278

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
PROPERTIES & CONTRACTS
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY2025 Budget				FY2025 Estimated Actual				FY2024 Actual			FY 2023
		FY 2026 Budget	FY 2025 Budget	Increase/Decrease		FY 2025 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	224,448	227,448	(3,000)	-1.32%	112,170	224,340	108	0.05%	185,805	38,643	20.80%	120,179
503000	Longevity	2,744	2,744	0	0.00%	0	2,744	0	0.00%	2,601	143	5.50%	0
506000	Holiday Pay	541	541	0	0.00%	541	541	0	0.00%	541	0	0.00%	216
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	4,800	0	0.00%	2,400
510000	FICA Taxes	17,865	18,042	(177)	-0.98%	8,711	17,422	443	2.54%	14,418	3,447	23.91%	9,058
511000	LGERS retirement	32,693	30,846	1,847	5.99%	14,631	29,262	3,431	11.73%	23,422	9,271	39.58%	14,446
511200	401k	11,360	11,510	(150)	-1.30%	5,363	10,726	634	5.91%	9,078	2,282	25.14%	5,950
520000	Medical	40,480	53,678	(13,198)	-24.59%	16,435	32,870	7,610	23.15%	28,495	11,985	42.06%	21,857
522000	Dental	1,380	2,507	(1,127)	-44.95%	653	1,306	74	5.67%	1,394	(14)	-1.00%	1,184
523000	Vision Insurance	119	138	(19)	-13.77%	59	118	1	0.85%	94	25	26.60%	69
524000	Life Insurance	809	970	(161)	-16.60%	420	840	(31)	-3.69%	691	118	17.08%	417
525000	Disability	1,887	1,644	243	14.78%	894	1,849	38	2.06%	1,466	421	28.72%	1,019
531000	Cell Phone Allowance	2,607	2,607	0	0.00%	1,178	2,607	0	0.00%	1,868	739	39.56%	1,380
	Total Benefits	109,200	121,942	(12,742)	-10.45%	48,344	97,000	12,200	12.58%	80,926	28,274	34.94%	55,380
	Total Personnel Services	341,733	357,475	(15,742)	-4.40%	163,455	329,425	12,308	3.74%	274,673	67,060	37.64%	178,175
600000	Professional Services - General	18,000	35,000	(17,000)	-48.57%	17,630	35,000	(17,000)	-48.57%	9,953	8,047	80.85%	36,013
616000	Contractual Services	0	10,200	(10,200)	-100.00%	3,934	5,000	(5,000)	-100.00%	6,603	(6,603)	-100.00%	0
620000	Travel, Per Diem, Conference Registration	15,200	21,700	(6,500)	-29.95%	456	21,700	(6,500)	-29.95%	14,853	347	2.34%	5,080
621000	Training & Education	800	3,400	(2,600)	-76.47%	0	1,500	(700)	-46.67%	0	800	100%	0
630000	Printing & Binding	0	1,000	(1,000)	-100.00%	0	1,000	(1,000)	-100.00%	0	0	100%	0
650000	Legal Notices & Placements	200	1,000	(800)	-80.00%	0	1,000	(800)	-80.00%	150	50	33.33%	0
651000	Other Current Charges and Obligations	600	500	100	20.00%	0	500	100	20.00%	677	(77)	-11.37%	0
661500	Operating Supplies	250	250	0	0.00%	76	250	0	0.00%	144	106	73.61%	100
662500	Promotional Items	500	0	500	100%	0	0	500	100%				
665500	Operating Furniture, Fixtures and Equipment	500	500	0	0.00%	299	299	201	67.22%	1,835	(1,335)	-72.75%	0
670000	Dues & Memberships	495	495	0	0.00%	185	495	0	0.00%	385	110	28.57%	350
671000	Books & Publications	0	1,200	(1,200)	-100.00%	0	1,200	(1,200)	-100.00%	0	0	100%	0
	Total Services & Mat'ls.	36,545	75,245	(38,700)	-51.43%	22,580	67,944	(31,399)	-46.21%	34,600	1,445	3.48%	41,543
	Department Total	378,278	432,720	(54,442)	-12.58%	186,035	397,369	(19,091)	-4.80%	309,273	68,505	31.18%	219,718

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Planning			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	20		
		Flat	Flat
New World Account Numbers	Description	Item Amount	Summary Amount
PERSONNEL SERVICES			
10.20.10.100.500000	Salaries	284,639	394,464
10.20.75.100.500000	Salaries - Safety	109,825	
10.20.10.100.503000	Longevity	2,577	6,298
10.20.75.100.503000	Longevity - Safety	3,721	
10.20.10.100.505000	Overtime	-	-
10.20.10.100.506000	Holiday Pay	812	1,083
10.20.75.100.506000	Holiday Pay - Safety	271	
10.20.10.100.507000	Auto Allowance	4,800	4,800
	Benefits:		213,287
10.20.10.100.510000	FICA Taxes	22,428	
10.20.75.100.510000	FICA Taxes - Safety	8,762	
10.20.10.100.511000	LGERS Retirement	41,330	
10.20.75.100.511000	LGERS Retirement - Safety	16,339	
10.20.10.100.511200	401k	14,361	
10.20.75.100.511200	401k - Safety	5,677	
10.20.10.100.520000	Medical	70,021	
10.20.75.100.520000	Medical - Safety	21,406	
10.20.10.100.522000	Dental	2,603	
10.20.75.100.522000	Dental - Safety	611	
10.20.10.100.523000	Vision	178	
10.20.75.100.223000	Vision - Safety	60	
10.20.10.100.524000	Life Insurance	1,083	
10.20.75.100.524000	Life Insurance - Safety	392	
10.20.10.100.525000	Disability	2,273	
10.20.75.100.525000	Disability - Safety	867	
10.20.10.100.531000	Cell Phone Allowance	3,264	
10.20.75.100.531000	Cell Phone Allowance - Safety	1,632	
TOTAL PERSONNEL SERVICES			619,932
OPERATING EXPENSES			
10.20.10.100.600000	Professional Services - General		55,000
	Annual RCP Pipe Inspection & Report	35,000	
	DBE Consulting	5,000	
	Surveys, Reports, Consultant Svcs, Misc.	15,000	
10.20.10.100.620000	Travel, Per Diem, Conference Registration		7,750
	Airport Planning, Design, Constr. Symposium (2)	5,000	
	FAA & Other Meetings	1,500	
	NCAA Annual Conference	1,250	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Planning			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	20		
		Flat	Flat
New World Account Numbers	Description	Item Amount	Summary Amount
10.20.10.100.621000	Training & Education		7,000
	Professional Development (ADA/DBE/PM Training)	7,000	
10.20.10.100.702000	Telecommunications/Online Services		-
	Internet Broadband Services	-	
10.20.10.100.630000	Printing & Binding		-
	Development Marketing Materials & Supplies	-	
10.20.10.100.651000	Other Current Charges and Obligations		500
	Business Meeting Expenses	500	
10.20.10.100.661500	Operating Supplies		500
	General Supplies	500	
10.20.10.100.665500	Operating Equipment		1,000
	Operating Furniture, Fixtures, Equip	1,000	
10.20.10.100.670000	Dues & Memberships		1,000
	AAAE (2)	550	
	AIA Document Membership	-	
	DBE, ADA & Other	300	
	NCAA (2)	80	
	SEC - AAEE (2)	70	
10.20.10.900.740000	Rentals & Leases		40,000
	Rentals and Leases - Terminal Temp Offices	40,000	
10.20.10.900.760000	General Repairs & Maintenance		-
	Repairs & Maintenance	-	
10.20.10.900.761000	Terminal Buildings & Grounds		-
	Terminal Buildings & Grounds	-	
10.20.10.100.770500	Permits, Licenses & Fees		500
	Permits - Plan Review Fees	500	
SAFETY			
10.20.75.100.620000	Travel, Per Diem, Conference Registration		11,775
	Confined Space - Staff Training	200	
	Fall Protection - Staff Training	400	
	Industrial Hygiene MESH	2,500	
	Hazard Communication - Staff Training	450	
	Job Safety Analysis - Staff Training	600	
	Safety Audits	125	
	OSHA Record Keeping	200	
	Bloodborne & Airborne Pathogens Instructor	600	
	Lift Truck Operator - Instructor	700	
	Safety Leadership Summit	1,000	
	SMS Employee Training for Key Positions	5,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY			
ASHEVILLE REGIONAL AIRPORT			
Planning			
BASIC OPERATING BUDGET			
FY 2025-2026			
Department #	20		
		Flat	Flat
New World Account Numbers	Description	Item Amount	Summary Amount
10.20.75.100.621000	Training and Education		1,100
	Professional Development	500	
	Training Materials	600	
10.20.75.100.630000	Printing and Binding		-
	Training, Posters, Handouts, etc.	-	
10.20.75.100.661500	Operating Supplies		1,600
	Safety Glasses, Vests, 79E, etc.	600	
	Hard Hats	1,000	
10.20.75.100.670000	Dues and Memberships		575
	National Safety Council	500	
	NCAA	40	
	SEC-AAAE	35	
TOTAL OPERATING EXPENSES			128,300
TOTAL - PLANNING			748,232

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Planning

Fiscal Year 2025/2026

Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget		FY2025 Estimated Actual				FY2024 Actual			FY 2023	
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	394,464	390,921	3,543	0.91%	146,273	297,546	96,918	32.57%	337,972	56,492	16.71%	268,729
503000	Longevity	6,298	6,298	0	0.00%	6,298	6,298	0	0.00%	5,812	486	8.36%	5,017
505000	Overtime	0	500	(500)	-100.00%	0	500	(500)	-100.00%	424	(424)	-100.00%	0
506000	Holiday Pay	1,083	1,083	0	0.00%	812	812	271	33.37%	812	271	33.37%	650
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	2,800	2,000	71.43%	0
500050	FICA Taxes	31,190	30,996	194	0.63%	11,750	23,500	7,690	32.72%	24,192	6,998	28.93%	20,318
500070	LGERS retirement	57,669	53,294	4,375	8.21%	20,811	41,622	16,047	38.55%	40,549	17,120	42.22%	32,669
500080	401k	20,038	19,886	152	0.76%	7,628	15,256	4,782	31.35%	15,714	4,324	27.52%	13,451
500160	Medical	91,427	83,421	8,006	9.60%	24,998	49,996	41,431	82.87%	47,799	43,628	91.27%	46,142
500260	Dental	3,214	4,436	(1,222)	-27.55%	1,339	2,678	536	20.01%	2,919	295	10.11%	2,182
500265	Vision Insurance	238	277	(39)	-14.08%	88	176	62	35.23%	146	92	63.01%	207
500360	Life Insurance	1,475	1,385	90	6.50%	605	1,221	254	20.79%	1,322	153	11.57%	1,025
500460	Disability	3,140	3,467	(327)	-9.43%	1,248	2,517	623	24.74%	2,649	491	18.54%	2,297
500500	Cell Phone Allowance	4,896	4,896	0	0.00%	1,472	4,896	0	0.00%	2,760	2,136	77.39%	2,928
	Total Benefits	213,287	202,058	11,229	5.56%	69,939	141,862	71,425	50.35%	138,050	75,237	54.50%	121,219
	Total Personnel Services	619,932	605,660	14,272	2.36%	225,722	451,818	168,114	37.21%	485,870	134,062	27.59%	395,615
600000	Professional Services - General	55,000	64,500	(9,500)	-14.73%	3,440	40,000	15,000	37.50%	19,398	35,602	183.53%	25,222
620000	Travel, Per Diem, Conference Registration	7,750	7,750	0	0.00%	0	5,000	2,750	55.00%	5,341	2,409	45.10%	2,172
621000	Training & Education	7,000	7,000	0	0.00%	1,220	1,220	5,780	473.77%	1,425	5,575	391.23%	1,536
702000	Telecommunications	0	0	0	100%	0	0	0	100%	0	0	100%	0
630000	Printing & Binding	0	0	0	100%	0	0	0	100%	0	0	100%	0
651000	Other Current Charges and Obligations	500	500	0	0.00%	0	200	300	150.00%	469	31	6.61%	0
661500	Operating Supplies	500	500	0	0.00%	0	350	150	42.86%	1,553	(1,053)	-67.80%	127
665500	Operating Equipment	1,000	4,500	(3,500)	-77.78%	0	4,000	(3,000)	-75.00%	329	671	203.95%	127
670000	Dues & Memberships	1,000	1,250	(250)	-20.00%	275	1,250	(250)	-20.00%	350	650	185.71%	1,063
740000	Rentals & Leases	40,000	40,000	0	0.00%	21,000	40,000	0	0.00%	35,987	4,013	11.15%	0
760000	General Repairs & Maintenance	0	0	0	100%	0	0	0	100%	20,800	(20,800)	-100.00%	0
761000	Terminal Buildings & Grounds	0	0	0	100%	0	0	0	100%	1,970	(1,970)	-100.00%	0
770500	Permits, Licenses & Fees	500	500	0	0.00%	207	400	100	25.00%	983	(483)	-49.14%	0
	Safety			0	100%	0	0						
620000	Travel, Per Diem, Conference Registration	11,775	24,750	(12,975)	-52.42%	2	30,000	(18,225)	-60.75%	1,810	9,965	550.55%	0
621000	Training & Education	1,100	1,750	(650)	-37.14%	0	20,000	(18,900)	-94.50%	0	1,100	100%	0
630000	Printing & Binding	0	0	0	100%	0	0	0	100%	0	0	100%	0
661500	Operating Supplies	1,600	2,000	(400)	-20.00%	72	1,600	0	0.00%	405	1,195	295.06%	703
670000	Dues & Memberships	575	575	0	0.00%	774	774	(199)	-25.71%	809	(234)	-28.92%	0
	Total Services & Mat'ls.	128,300	155,575	(27,275)	-17.53%	26,990	144,794	(16,494)	-11.39%	91,629	36,671	40.02%	30,950
	Department Total	748,232	761,235	(13,003)	-1.71%	252,712	596,612	151,620	25.41%	577,499	170,733	29.56%	426,565

Comments:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Public Safety
BASIC OPERATING BUDGET
FY 2025-2026

Department #	90		
New World Account Numbers		Item Amount	Summary Amount
PERSONNEL SERVICES			
10.90.20.100.500000	Salaries	2,208,336	2,208,336
10.90.20.100.503000	Longevity	22,346	22,346
10.90.20.100.505000	Overtime	68,000	68,000
10.90.20.100.506000	Holiday Pay	9,745	9,745
10.90.20.100.507000	Auto Allowance	4,800	4,800
10.90.20.100.511300	LEO Special Separation Allowance	80,191	80,191
	Benefits:		1,333,033
10.90.20.100.510000	FICA Taxes	177,306	
10.90.20.100.511000	LGERS retirement	353,911	
10.90.20.100.511200	401k	114,934	
10.90.20.100.520000	Medical	626,095	
10.90.20.100.522000	Dental	26,030	
10.90.20.100.523000	Vision	2,077	
10.90.20.100.524000	Life Insurance	9,367	
10.90.20.100.525000	Disability	18,333	
10.90.20.100.531000	Cell Phone Allowance	4,980	
TOTAL PERSONNEL SERVICES			3,726,451
OPERATING EXPENSES			
10.90.20.100.616000	Other Contractual Services		12,160
	AED Inspection	1,560	
	AFFF remediation - ARFF trucks	-	
	Fire Extinguisher Service	6,300	
	Police Info Computer (NCIC) & Mobile Data	1,300	
	SCBA Compressor Testing	1,700	
	SCBA Inspection	1,300	
	Security Contract	-	
10.90.20.100.616200	Other Contractual Services		-
	Exit Lane Security	-	
	Security - Employee Screening	-	
10.90.20.100.620000	Travel, Per Diem, Conference Registration		9,000
	AAAE Chief's Conference	2,500	
	AAAE Security Summit	-	
	ARFF Working Group	2,500	
	NC Association of Chiefs of Police (2)	1,500	
	ALEAN Conference (Spring)	2,500	
10.90.20.100.621000	Training & Education		16,500
	FAR 139 Compliance (Live burn, drills, etc)	12,500	
	Fire & LEO Local Training (Community Colleges)	2,000	
	Professional Development (AMF, AFO, LEO)	2,000	

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT
Public Safety
BASIC OPERATING BUDGET
FY 2025-2026

New World Account Numbers		Item Amount	Summary Amount
10.90.20.100.651000	Other Current Charges & Obligations		500
	Business Meeting Expenses	500	
10.90.20.100.760000	General Repairs and Maintenance		2,500
	Maintenance	2,500	
10.90.20.100.661500	Operating Supplies		8,500
	First Aid Supplies	4,500	
	Training Supplies (ammunition, foam, etc)	4,000	
10.90.20.100.663500	Chemicals & Safety		2,000
	Chemicals & Safety	2,000	
10.90.20.100.664000	Small Tools and Equipment		2,000
	Small Tools & Equipment	2,000	
	Portable 4 Gas Monitor w/accessories	-	
	Aviation Worker Screening Equipment (EDSE)	-	
10.90.20.100.665500	Operating Furniture, Fixtures, Equipment and Software Greater than \$100 & up to \$5,000		8,000
	Radio Equipment	5,000	
	Station Furniture	3,000	
10.90.20.100.666500	Uniforms		23,300
	Bullet Resistant Vests (5)	7,500	
	Duty Boots	2,800	
	Uniforms (Police and Fire Class A and Utility)	13,000	
	Gear for New Employee - Deputy Chief	-	
10.90.20.100.666000	Firefighter Equipment		36,500
	Turnout Gear & SCBA Masks (Replacement)	36,500	
	Turnout Gear & SCBA Masks (New Positions)	-	
10.90.20.100.670000	Dues & Memberships		3,895
	AAAE (2)	550	
	ALEAN	650	
	ARFFWG	200	
	Buncombe Co Fire Chief's Assoc	150	
	Buncombe Co FF Assoc	300	
	Henderson Co FF Assoc	150	
	International Assoc of Chief's of Police (2)	490	
	NC Assoc of Rescue Squads and EMS	500	
	NC Association of Chief's of Police (2)	300	
	NC Fire Chiefs Association	100	
	NCAA	75	
	NFPA Membership	360	
	SECAAAE (2)	70	
10.90.20.100.671000	Books, Publications, Compact Disks, Videos & Subscriptions		500
	Books, Publications. Compact Disks, Videos & Subscrip.	500	
TOTAL OPERATING EXPENSES			125,355
TOTAL - PUBLIC SAFETY			3,851,806

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Public Safety
Fiscal Year 2025/2026
Variance Analysis

Acct #	Description	FY 2026 Budget	FY2025 Budget		FY2025 Estimated Actual				FY2024 Actual			FY2023	
			FY 2025 Budget	Increase/Decrease		FY 2025 Actual 6 Months	FY 2025 Estimate	Increase/Decrease		FY 2024 Actual	Increase/Decrease		FY 2023 Actual
				Amount	Percent			Amount	Percent		Amount	Percent	
500000	Salaries	2,208,336	2,069,596	138,740	6.70%	882,714	1,830,132	378,204	20.67%	1,640,829	567,507	34.59%	1,388,968
503000	Longevity	22,346	20,905	1,441	6.89%	9,643	20,905	1,441	6.89%	19,116	3,230	16.90%	17,009
505000	Overtime	68,000	68,000	0	0.00%	20,576	68,000	0	0.00%	27,062	40,938	151.27%	20,693
506000	Holiday Pay	9,745	7,580	2,165	28.56%	7,580	7,580	2,165	28.56%	5,685	4,060	71.42%	4,765
507000	Auto Allowance	4,800	4,800	0	0.00%	2,400	4,800	0	0.00%	4,800	0	0.00%	2,400
511300	LEO Special Separation Allowance	80,191	68,946	11,245	16.31%	28,822	68,946	11,245	16.31%	39,705	40,486	101.97%	39,705
510000	FICA Taxes	177,306	166,153	11,153	6.71%	71,188	147,753	29,553	20.00%	122,570	54,736	44.66%	107,929
511000	LGERS retirement	353,911	324,273	29,638	9.14%	129,017	257,151	96,760	37.63%	220,212	133,699	60.71%	181,554
511200	401k	114,934	107,925	7,009	6.49%	44,160	95,952	18,982	19.78%	80,292	34,642	43.15%	70,406
520000	Medical	626,095	615,569	10,526	1.71%	166,558	494,375	131,720	26.64%	289,736	336,359	116.09%	277,747
522000	Dental	26,030	30,739	(4,709)	-15.32%	7,369	20,949	5,081	24.25%	15,735	10,295	65.43%	16,215
523000	Vision Insurance	2,077	2,288	(211)	-9.22%	644	1,712	365	21.32%	1,301	776	59.65%	1,521
524000	Life Insurance	9,367	9,645	(278)	-2.88%	3,328	7,418	1,949	26.28%	7,083	2,284	32.25%	5,796
525000	Disability	18,333	17,130	1,203	7.02%	6,071	12,826	5,508	42.94%	12,743	5,590	43.87%	12,217
531000	Cell Phone Allowance	4,980	2,367	2,613	110.39%	1,290	2,367	2,613	110.39%	2,280	2,700	118.42%	2,280
	Total Benefits	1,333,033	1,276,089	56,944	4.46%	429,625	1,040,502	292,531	28.11%	751,952	581,081	77.28%	675,665
	Total Personnel Services	3,726,451	3,515,916	207,922	5.91%	1,381,360	3,040,865	682,973	22.46%	2,489,149	1,237,302	49.71%	2,149,205
616000	Other Contractual Services	12,160	372,500	(360,340)	-96.74%	89,589	266,735	(254,575)	-95.44%	183,140	(170,980)	-93.36%	110,497
616200	Exit Lane Security	0	255,000	(255,000)	-100.00%	46,617	194,712			38,535	(38,535)	-100.00%	35,804
620000	Travel, Per Diem, Conference Registration	9,000	10,750	(1,750)	-16.28%	1,911	4,343	4,657	107.23%	8,831	169	1.91%	3,331
621000	Training & Education	16,500	16,500	0	0.00%	5,650	16,390	110	0.67%	13,855	2,645	19.09%	13,087
651000	Other Current Charges & Obligations	500	500	0	0.00%		475						
760000	General Repairs and Maintenance	2,500	2,500	0	0.00%	0	2,430	70	2.88%	1,308	1,192	91.13%	2,366
661500	Operating Supplies	8,500	80,500	(72,000)	-89.44%	40,264	55,750	(47,250)	-84.75%	7,653	847	11.07%	8,617
663500	Chemicals & Safety	2,000	2,000	0	0.00%	682	2,000	0	0.00%	1,664	336	20.19%	1,821
664000	Small Tools and Equipment	2,000	10,000	(8,000)	-80.00%	2,195	7,958	(5,958)	-74.87%	1,550	450	29.03%	2,523
665500	Operating Furniture, Fixtures and Equipment	8,000	8,000	0	0.00%	3,121	7,982	18	0.23%	19,420	(11,420)	-58.81%	4,127
666500	Uniforms	23,300	27,800	(4,500)	-16.19%	7,793	27,758	(4,458)	-16.06%	9,851	13,449	136.52%	9,127
666000	Firefighter Equipment	36,500	27,000	9,500	35.19%	4,502	26,950	9,550	35.44%	23,834	12,666	53.14%	11,768
670000	Dues & Memberships	3,895	3,555	340	9.56%	788	3,555	340	9.56%	2,864	1,031	36.00%	2,281
671000	Books & Publications	500	500	0	0.00%	0	487	13	2.67%	100	400	400.00%	108
	Total Services & Mat'ls.	125,355	817,105	(691,750)	-84.66%	203,112	617,525	(297,483)	-48.17%	312,605	(187,750)	-60.06%	205,457
	Department Total	3,851,806	4,333,021	(483,828)	-11.17%	1,584,472	3,658,390	385,490	10.54%	2,801,754	1,049,552	37.46%	2,354,662

Comments:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
FY2025/2026 PROJECTED CAPITAL CARRYOVER**

Description	Amount Authorized	Estimated Spending Through 6/30/2025	Estimated Balance to Carryover	FAA-AIP Grants	NC DOT Grants	TSA Grants	PFCs Currently Approved	Airport Funds
Terminal & ATC Tower Construction	447,730,899	245,000,000	202,730,899	30,200,000	-	-	-	172,530,899
Parking Garage Repairs	325,000	105,000	220,000	-	-	-	-	220,000
Taxiway A Rehab - Design	1,129,142	800,000	329,142	300,000	-	-	-	29,142
ARFF Vehicle	1,340,850	-	1,340,850	1,111,808	-	-	-	229,042
Perimeter Road Improvements	400,000	-	400,000	-	-	-	-	400,000
Parking Lot - Tenant Reimbursement	2,308,350	-	2,308,350	-	-	-	-	2,308,350
Overlook Parking - Design	1,778,149	1,000,000	778,149	-	-	-	-	778,149
RON Parking - Design	408,380	390,000	18,380	-	-	-	-	18,380
TOTAL CARRYOVER	\$ 455,420,770	\$ 247,295,000	\$ 208,125,770	\$ 31,611,808	\$ -	\$ -	\$ -	\$ 176,513,962

Related contracts requiring Board approval will be presented to the Board before implementation.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
CAPITAL BUDGET
FISCAL YEAR 2025/2026**

Description	Total	Funding Source			
		FAA-AIP Grants	NCDOT Grants	Currently Approved PFCs	Airport Funds
Capital Improvements (1)					
Roadway improvements - Design	4,750,000				4,750,000
Runway/Taxiway Sealcoat	1,111,111	1,000,000	-		111,111
Total Capital Improvements	5,861,111	1,000,000	-	-	4,861,111
Equipment and Small Capital Outlay					
GIS System	160,000				160,000
Public Safety RMS/CAD Software	133,000				133,000
Departmental Vehicles	75,000				75,000
Autonomous Floor Equipment	85,000				85,000
Holiday Décor	100,000				100,000
Total Equipment and Small Capital Outlay	553,000	-	-	-	553,000
Renewal and Replacement					
Code Blue Replacement	39,000				39,000
Flail Mower Attachment	9,000				9,000
Vehicle Replacement	100,000				100,000
Light Towers	40,000				40,000
Update IET Videos	23,750				23,750
Grounds Master Mower	125,000				125,000
Total Renewal and Replacement	336,750	-	-	-	336,750
Total	\$ 6,750,861	\$ 1,000,000	\$ -	\$ -	\$ 5,750,861

(1) All purchases of Capital Improvements will be presented to the Authority Board for final approval before implementation unless otherwise authorized by the Authority Board.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Planning

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

<input checked="" type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	20
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Roadway Improvements Design	\$ 4,750,000

Improvements aligned with the Master Plan Update to Terminal Drive and Loop Road. These improvements prepare the airport for the future entrance relocating to the south traffic light and also provide better access to the future and existing parking garages.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Planning

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

<input checked="" type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	20
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Runway/Taxiway Sealcoat	\$ 1,111,111

The runway and Taxiway B began reconstruction approximately 7 years ago and are in need of a full sealcoat to to ensure its lifespan. Staff plans to use AIP Entitlement funding for this project.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Information Technology

CAPITAL BUDGET / PERSONNEL REQUEST

FY 2025-2026

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement	Fund	ARA
<input checked="" type="checkbox"/>	Equipment and Small Capital Outlay	Department Number	60
<input type="checkbox"/>	Renewal and Replacement	Cost Center	0
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
GIS (Geographic Information System) System	\$ 160,000

Geographic Information Systems (GIS) are used to modernize operations and improve efficiency. Our current reliance on disconnected data and manual processes hinders effective asset management, spatial analysis, data sharing, and operational planning. Staff is recommending the installation of a GIS system in FY26.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Information Technology

CAPITAL BUDGET / PERSONNEL REQUEST

FY 2025-2026

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement	Fund	ARA
<input checked="" type="checkbox"/>	Equipment and Small Capital Outlay	Department Number	60
<input type="checkbox"/>	Renewal and Replacement	Cost Center	0
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Public Safety RMS/CAD Software	\$ 133,000

A CAD (Computer-Aided Dispatch) / RMS (Records Management System) is a software suite used by public safety agencies to streamline operations. CAD automates and manages the dispatching of resources to incidents, while RMS handles the creation, storage, and retrieval of records related to those incidents . It is the recommendation of staff to implement a RMS/CAD solution in FY26.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input checked="" type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	80
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Add Department Vehicles	\$ 75,000

Airport Maintenance is requesting to add a vehicle to the fleet. With multiple positions being added, including two supervisory positions, we need an extra vehicle to support the daily needs of the department. Its primary use will be for the maintenance manager but will also be utilized as a department pool vehicle as needed. Total funds requested to purchase and up-fit the vehicle is \$40,000.00

Airport Operations is requesting to add a vehicle to the fleet. With multiple positions being added to the department, and increased escorts needed during construction, we need an extra vehicle to support the department. Its primary use will be for the VP of operations and the operations manager but will also be utilized as a department pool vehicle as needed. Total funds requested to purchase and up-fit the vehicle is \$35,000.00

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Custodial

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input checked="" type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input type="checkbox"/>	Renewal and Replacement	Department Number	82
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Autonomous Floor Equipment	\$ 85,000

The Custodial Department is requesting to purchase an autonomous vacuum and floor scrubber to assist with maintaining the terminal. This equipment requires a charging station with features such as automatically dump and refill capabilities. Operations of the equipment will allow the custodial staff to accomplish other tasks, thus reducing costs within the department. The total cost to purchase an autonomous floor scrubber, vacuum, and charging station (work station) is \$85,000.00.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**
Marketing & Public Relations
CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

	Capital Improvement		
<u>X</u>	Equipment and Small Capital Outlay	Fund	GARAA
	Renewal and Replacement	Department Number	70
	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Holiday Décor	\$ 100,000

Holiday Decor - Commercial Grade Holiday displays to include both lit and unlit indoor sculptural vignettes and greenery for the completed north concourse facility. This plan would also include a custom made piece highlighting a plane or our new logo and a small portion of outdoor area to be outfitted with lit displays. These commercial grade installations have a 7-10 year life expectancy.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Information Technology

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<u> </u>	Capital Improvement		
<u> </u>	Equipment and Small Capital Outlay	Fund	ARA
<u> X </u>	Renewal and Replacement	Department Number	60
<u> </u>	Personnel Request	Cost Center	0

DESCRIPTION & JUSTIFICATION

Description	Amount
Code Blue Replacement	\$ 39,000

AVL provides approximately 20 emergency call stations accross the campus for the traveling public. Many of these units have reached the end of their useful life. It is the recommendation of the Infomation Technology department to replace these units in FY26

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input checked="" type="checkbox"/>	Renewal and Replacement	Department Number	80
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Flail Mower Attachment	\$ 9,000

Maintenance is requesting the replacement of a Flail Mower attachment for the ABIE Slope mower. This unit is used to maintain the vegetation on multiple slopes on airport property, majority of which are located on the airfield and fall under 139 inspection compliance. It is also used to maintain and meet the requirements put forth by Duke Energy and DEQ in the fly ash fill areas. The current attachment has exceeded its dependability threshold, greatly affecting the ability to maintain said areas in a timely manner. The requested replacement attachment is also a more suitable design for the ABIE machine for which it attaches too. The total cost of this replacement is \$9,000.00

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

**CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026**

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input checked="" type="checkbox"/>	Renewal and Replacement	Department Number	80
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Vehicle Replacement	\$ 100,000

Airport Maintenance is requesting \$100,000.00 to replace the oldest vehicles in the airport fleet. All vehicle manufacturers have limited windows to order heavy duty trucks, thus reducing what can be replaced within the airport fleet. Once vehicle availability is known, specific vehicles will be identified and reviewed prior to purchase. Purchase price will be reduced by trade in value of the vehicle being replaced. Anticipated vehicles to be replaced include, 2007 Ford Expedition, 2015 Ford Expedition, 2013 Ford F-550, (2) 2016 Ford F-250, 2019 Ford F-350.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

<input type="checkbox"/>	Capital Improvement		
<input type="checkbox"/>	Equipment and Small Capital Outlay	Fund	GARAA
<input checked="" type="checkbox"/>	Renewal and Replacement	Department Number	80
<input type="checkbox"/>	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Light Towers	\$ 40,000

Airport Maintenance is requesting \$40,000 to purchase two new light towers. The one current light tower is over 25 years old and it's well past its useful life. We use these for outages, night projects, and events etc.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Operations

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

_____	Capital Improvement		
_____	Equipment and Small Capital Outlay	Fund	GARAA
<u> X </u>	Renewal and Replacement	Department Number	81
_____	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Update IET Videos	\$ 23,750

As the Terminal Modernization Program progresses and the opening of the northern concourse is forthcoming, the Interactive Employee Training (IET) videos will need to be updated. This SIDA training course covers requirements related to TSA 49 CFR Part 1542, which all GARAA employees, airline employees, and others must view. The American Association of Airport Executives (AAAE) has filmed previous training videos and will provide the update for \$23,750.

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ASHEVILLE REGIONAL AIRPORT**

Maintenance

CAPITAL BUDGET / PERSONNEL REQUEST
FY 2025-2026

JUSTIFICATION SCHEDULE

_____	Capital Improvement		
_____	Equipment and Small Capital Outlay	Fund	GARAA
<u> X </u>	Renewal and Replacement	Department Number	80
_____	Personnel Request		

DESCRIPTION & JUSTIFICATION

Description	Amount
Grounds Master Mower	\$ 125,000

Maintenance is requesting the replacement of the Toro Grounds master mower. This unit is used in the airfield maintenance to keep and maintain our compliance with 139 inspections, mowing around all lights and signs along with other areas on the airfield. This unit also serves as a snow broom during winter operations. The current unit has exceeded the 2600-hour mark and surpassed the normal wear and tear for a commercial unit like this. With running hours in this range, reliability is greatly diminished, and maintenance begins to increase greatly. The total cost of a replacement would be \$125,000.00

NOTE: If this request relates to recently approved personnel, please complete the following:

TITLE:

HIRE DATE:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ESTIMATED CASH & INVESTMENT BALANCE
As of June 30, 2026

		Amount
Estimated Cash & Investment Balance at June 30, 2025		\$ 270,000,000
Plus: Net Operating & Investment Revenues		14,275,625
Less Other Costs:		
Business Development Costs	(400,000)	
Contingency	(100,000)	
Debt Service	(20,600,582)	(21,100,582)
Plus Non-Operating Revenues:		
Bond Interest	3,000,000	
Passenger Facility Charges	4,500,000	
Customer Facility Charges	2,800,000	10,300,000
Plus Capital Contributions:		
Federal Grants - AIP/BIL Funds	32,611,808	
TSA Grant	-	
NC DOT Grants	8,643,276	41,255,084
Less Capital Costs:		
Capital Improvements	(5,861,111)	
Equipment and Small Capital Outlay Fund	(553,000)	
Renewal and Replacements	(336,750)	
Carryover Projects From FY2025	(208,125,770)	(214,876,631)
Estimated Cash & Investment Balance at June 30, 2026		99,853,496
Estimated Restricted Cash at June 30, 2026		20,000,000
<u>Reserves:</u>		
Operations & Maintenance Reserve (10 Months) *		19,730,628
Emergency Repair Reserve		650,000
Estimated Unrestricted Undesignated Cash & Investments at June 30, 2026		\$ 59,472,868

* Board policy requires 6 months' reserve

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
SUPPLEMENTAL FEES AND CHARGES
FY 2025/2026 ANNUAL BUDGET**

	FY 2024/2025			FY 2025/2026		
	Current Fees			Proposed Fees		
	Cost		Per	Cost		Per
Maintenance						
Scissor Lift	\$	100.00	day	\$	100.00	day
Large ADA Ramp Rental	\$	100.00	use	\$	100.00	use
Air Stair Rental	\$	100.00	use	\$	100.00	use
Volvo Wheel Loader	\$	150.00	use	\$	150.00	use
Fork-lift	\$	100.00	use	\$	100.00	use
Pallet Jack	\$	50.00	use	\$	50.00	use
Tenant Sweeper	\$	125.00	hour	\$	125.00	hour
Service Truck	\$	50.00	hour	\$	50.00	hour
Backhoe	\$	100.00	hour	\$	100.00	hour
Lighted X	\$	200.00	day	\$	200.00	day
Light Tower	\$	150.00	day	\$	150.00	day
Paint Stripper	\$	100.00	hour	\$	100.00	hour
Large Aircraft Removal Dolly	\$	200.00	day	\$	200.00	day
Small Aircraft Removal Dolly	\$	100.00	day	\$	100.00	day
FOD Mat				\$	125.00	hour
Aircraft Jack	\$	100.00	use	\$	100.00	use
Cores	\$	40.00	each	\$	40.00	each
Keys	\$	12.00	each	\$	12.00	each
Large Dump Truck	\$	200.00	hour	\$	200.00	hour
Small Broom	\$	200.00	hour	\$	200.00	hour
Large Broom	\$	300.00	hour	\$	300.00	hour
Pressure Washer	\$	125.00	hour	\$	125.00	hour
Maintenance Labor Rate (1)	\$	80.00	hour	\$	80.00	hour
Security Escort Rate (1)	\$	80.00	hour	\$	80.00	hour
Department of Public Safety						
ARFF Apparatus for 1500 gal. or greater	\$	250.00	hour	\$	250.00	hour
ARFF Apparatus for less than 1500 gal.	\$	150.00	hour	\$	150.00	hour
Command, Police, and Ops support vehicles	\$	100.00	hour	\$	100.00	hour
Aircraft recover dolly	\$	150.00	day	\$	150.00	day
DPS Labor Rate (1)	\$	80.00	hour	\$	80.00	hour
Mutual Aid Agencies collected on their behalf			as incurred			as incurred
Replacement charges for AVL equipment/supplies			as incurred			as incurred
Information Technology (IT) Department						
IT Labor Rate - Non-Network (1)	\$	100.00	hour	\$	100.00	hour
IT Labor Rate - Network Related (1)	\$	150.00	hour	\$	150.00	hour
10Mbps Up/Down Speed (2)				\$	75.00	month
100Mbps Up/Down Speed (2)				\$	125.00	month
Dark Fiber per strand per 0-1000 ft (2)	\$	25.00	month	\$	25.00	month
Dark Fiber per strand per 0-2000 ft (2)	\$	28.00	month	\$	30.00	month
Dark Fiber per strand per 0-3000 ft (2)	\$	30.00	month	\$	35.00	month
Telephone Service - Per Telephone Number (2)	\$	55.00	month	\$	50.00	month
Fax Service - Per Fax Machine/Phone Number (2)	\$	25.00	month	\$	25.00	month
Cisco IP Phone - Model 7821	\$	8.50	month	\$	8.50	month
Cisco IP Phone - Model 8800	\$	13.00	month	\$	13.00	month
Cisco 1 Port Analog Line Converter-Model ATA1190	\$	5.10	month	\$	5.25	month
Cisco 2 Port Analog Line Converter-VG202	\$	23.24	month	\$	23.00	month
IP TV Connection Charge (Per TV) (2)				\$	20.00	month
Amadeus Shared Use Network Charge - Per Airline (2)	\$	50.00	month	\$	50.00	month

Notes:

- (1) One hour minimum, minimum of 3 hours charged after regular business hours.
- (2) One hour of labor will be charged for initial setup & configuration for all services.

Identification Badge Fees and Charges	FY 2024/2025 Current Fees		FY 2025/2026 Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 90.00		\$ 95.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Renewal of Badge				
SIDA Badge	\$ 90.00		\$ 90.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 90.00 / \$ 105.00		\$ 105.00 / \$ 120.00	
Non-SIDA Badge (5)	\$ 65.00 / \$ 80.00		\$ 65.00 / \$ 80.00	
Damaged Badge				
SIDA Badge (6)	\$ 50.00 / \$ 75.00		\$ 50.00 / \$ 75.00	
Non-SIDA Badge (6)	\$ 50.00 / \$ 75.00		\$ 50.00 / \$ 75.00	
Security Escort Training	\$ 80.00		\$ 80.00	
Lock-out Service	\$ 80.00		\$ 80.00	
PIN Reset	\$ 20.00		\$ 20.00	

Notes:

(4) \$105.00 for the first replacement badge, \$120.00 for the second replacement badge.

(5) \$65.00 for the first replacement badge, \$80.00 for the second replacement badge.

(6) \$50.00 for a damaged badge, \$75.00 if badge damaged due to negligence.

Parking

Daily	\$ 2.00	hour	\$ 3.00	hour
	\$ 12.00	day	\$ 12.00	day
	\$ 72.00	week	\$ 72.00	week
Parking Garage	\$ 2.00	hour	\$ 3.00	hour
	\$ 15.00	day	\$ 17.00	day
	\$ 90.00	week	\$ 90.00	week
Hourly	\$ 2.00	hour	\$ 3.00	hour
	\$ 30.00	day	\$ 30.00	day
Employee Parking Rate	\$ 70 / \$60	new/renewal	\$ 70 / \$60	new/renewal
Commuter Parking Rate	\$ 300 / \$285	new/renewal	\$ 300 / \$285	new/renewal
Non-Tenant Aviation Commuter	\$ 900.00	annual	\$ -	
Fines	up to \$1,000	day	up to \$1,000	day

Ground Transportation

Charter Bus Company (1-2 buses) (8)	\$ 1,250.00	annual	\$ 1,300.00	annual
Charter Bus Company (3-4 buses) (8)	\$ 2,750.00	annual	\$ 3,000.00	annual
Charter Bus Company (5 or more buses) (8)	\$ 4,500.00	annual	\$ 5,000.00	annual
Hotel Shuttle	\$ 1,000.00	annual	\$ 1,100.00	annual
Car/Limo Service (per vehicle)	\$ 400.00	annual	\$ 400.00	annual
Off-Site Parking Shuttle (0-99 spaces)	\$ 5,000.00	annual	\$ 5,000.00	annual
Off-Site Parking Shuttle (100-499 spaces)	\$ 7,500.00	annual	\$ 7,500.00	annual
Off-Site Parking Shuttle (500-999 spaces)	\$ 10,000.00	annual	\$ 10,000.00	annual
Airport Ground Transportation Permit (9)	\$ 50.00	annual	\$ 50.00	annual
Airport Ground Transportation Pick-up Fee (9)	\$ 3.00	per trip	\$ 4.00	per trip
Transp. Network Company (TNC) Pick-up Fee	\$ 3.00	per trip	\$ 4.00	per trip
Transp. Network Company (TNC) Drop-off Fee	\$ 0.50	per trip	\$ 1.50	per trip
Off-Airport Rental Car Fee	10.00%	of gross revenue	10.00%	of gross revenue

Notes:

(8) Companies with a vehicle fleet of charter coach vehicles with seating capacity greater than 20 seats.

(9) All Ground Transportation operators except TNCs and charter bus companies



MEMORANDUM

TO: Members of the Airport Authority

FROM: John Coon, A.A.E., Vice President - Operations & Maintenance

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item C

Approval of Contract to Maintain Baggage Handling System (BHS) and Passenger Boarding Bridges (PBB's)

BACKGROUND

The north concourse of the terminal modernization project is expected to open in June with 5 new Passenger Boarding Bridges and 7,046 linear feet or 1.3 miles of conveyor belt for the Baggage Handling System. In January of this year, a request for proposals (RFP) was issued to maintain these systems. Six companies submitted proposals to conduct these services. Authority staff created a selection committee and scored each proposal based on the quality of the proposals, the transition team, how many employees were needed to maintain the systems, and price. Upon scoring the proposals, the committee recommends that ERMC maintain the Passenger Boarding Bridges and Baggage Handling System. ERMC submitted a cost of \$1,195,638.24 for the first year of a proposed 5-year contract. The total cost of the 5-year contract will be \$6,318,626.54. This contract may be terminated for convenience or cause with written notice and does not commit the Board to the full 5-year contract. An alternate bid to maintain the escalators was requested but was not accepted.

ISSUES

None

ALTERNATIVES

None

New Business – Item C



FISCAL IMPACT

The total cost for this service agreement contract is \$6,318,626.54 over 5 years. This contract will be funded utilizing Airport O&M expenditures. Presently, there is \$400,000.00 in the FY24-25 operating budget and \$1,250,000.00 budgeted for FY25 -26, pending board approval of the annual operating budget.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the 5-year contract with ERMC to maintain the baggage handling system and the passenger boarding bridges in the amount of \$6,318,626.54 and (2) authorize the President & CEO to execute the necessary documents.

Greater Asheville Regional Airport Authority - Bid Tabulation

Project Name: **Baggage Handling System, Passenger Boarding Bridge and Escalator Operations and Maintenance**

Date/Time: **Tuesday, February 25, 2025**

	Company Name & Address	Acknowledgement of Addendum(s)	Bid Bond	Controls	Transition Plan	Bid Alt 1	BHS/PBB/Escalators Base Bid
1	Daifuku Services America Corporation 1505 Luna Road, Suite 150 Carrollton, TX 75006	Yes	Yes	Yr 1 Brock, then Daifuku	60 days prior, kick off meeting, post jobs 30 days prior, progress meeting, hiring, training 7 days prior, progress meeting, BHS scope familiarity 0 days, progress meeting go team transitions 30 days, program progress & sign off meeting	\$1,252,949 - 1 yr \$1,357,835 - 2 yr \$1,430,237 - 3 yr \$1,486,700 - 4 yr \$1,545,942 - 5 yr	\$7,073,663
2	ERMC Aviation, LLC 2302 113Th Street, Suite 100 Grand Prairie, TX 75050	Yes	Yes	Brock	Immediately upon notice to proceed engage transition team, procure and receive all new tools and equipment, identify areas to be staffed and create and log assets. Schedule PM's and generate lists of inventory.	\$1,195,638.24 - 1 yr \$1,228,675.19 - 2 yr \$1,262,703.22 - 3 yr \$1,297,754.37 - 4 yr \$1,333,855.52 - 5 yr	\$6,318,627
3	Jet Bridge America 1221 North Harvey Road Greenwood, IN 46143	Yes	Yes	N/A	Prior to week 1 80% of hiring done Week 1 sistuate new hires and meet with AVL Week 2 BHS/PBB hands on training Week 3 BHS/PBB systems training Week 4 1/2 Ramp up team demobilizes	\$1,486,646 - 1 yr \$1,486,646 - 2 yr \$1,486,646 - 3 yr \$1,486,646 - 4 yr \$1,486,646 - 5 yr	\$7,433,232
4	JSM Airport Services 1321 Apopka Airport Road, Hangar #101 Apopka, FL 32712	Yes	Yes	Brock	Phase-in period, access to facilities and observe operations, collab w/ general contractor & BHS/PBB installers to learn equipment, recruit, transfer and train employees JSM assume full control at the end of the phase-n period, certify to AVL the minimum head count of employees needed	\$1,633,824 - 1 yr \$1,682,840 - 2 yr \$1,733,330 - 3 yr \$1,785,330 - 4 yr \$1,838,890 - 5 yr	\$8,674,214
5	Oxford Airport Technical Services JFK International Airport, Bldg. 151, Cargo Area A, Room 345 Jamaica, NY 11430	Yes	Yes	Brock	Step 1 Activate transition team including personnel from National Project Management team Step 2 Activated transition team serves as mentors to new hires and certify new hire skill levels Step 3 Submit Safety and inspection plan	\$1,353,472.18 - 1 yr \$1,378,217.82 - 2 yr \$1,445,166.96 - 3 yr \$1,490,056.84 - 4 yr \$1,523,557.01 - 5 yr	\$7,190,471
6	Symbrant Aviation Services 16 Commerce Drive Farmingdale, NY 11735	Yes	Yes	Brock	Phase 1 Activate team including hiring qualified team Phase 2 Identify number of new hires needed Phase 3 Set up workspace and inventory control Phase 4 Identify potential improvement opportunities in operation	\$1,560,000 - 1 yr \$1,625,000 - 2 yr \$2,059,000 - 3 yr \$2,120,000 - 4 yr \$2,182,000 - 5 yr	\$9,546,000

Date: _____

Lexie Farmer, C.M., M.P.A., Chief Operations Officer
Greater Asheville Regional Airport Authority



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item D

Approval of Scope of Services No. 2 with McFarland Johnson, Inc. for the New Parking Garage Design and Construction Administration Services

BACKGROUND

The Authority entered into an Agreement for Professional Consulting Services with McFarland Johnson on August 16, 2023. Presently, the airport is experiencing periods during the year which public parking is full in all long-term parking lots and the existing parking garage. Over the past three years, temporary remote parking lots have been designed and constructed at three locations on existing airport property that are served by shuttle vans. Scope of Services No. 2 includes the design and bidding phase services required for a new parking garage and roadway improvements to align with our recently completed Master Plan Update. This scope of services will begin with design of an early release package to make necessary improvements to the existing daily lot south of the existing parking garage.

This scope of work does not include Resident Project Representative (RPR) services. Consistent with the Airport Planning process, these services will need to be contracted with a third-party consultant prior to the start of construction.

ISSUES

None.

ALTERNATIVES

The Board could elect to not move forward with this design. However, this will prolong the much-needed solution to the parking shortages.

New Business – Item D



FISCAL IMPACT

The total cost for this design with McFarland Johnson is \$4,964,318.00. Presently, all of this will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Scope of Services No. 2 with McFarland Johnson, Inc. in the amount of \$4,964,318.00; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2024/2025 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$4,964,318.00
Totals		\$4,964,318.00

This will result in a net increase of \$4,964,318.00 in appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$4,964,318.00
Totals		\$4,964,318.00



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 March 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER FORM

Effective Date _____ Task Order No. _____.

Client Project No. _____ Engineer Project No. 19227.02_____.

This Task Order is entered into on the effective date noted above pursuant to the “Master Agreement for Professional Services” between Greater Asheville Regional Airport Authority (“Client”) and McFarland Johnson Inc. (“Consultant”), dated August 16, 2023 (“Agreement”). The Agreement is incorporated herein and forms an integral part of this Task Order.

Services Authorized: This project will detail the phased planning and design of the vehicular access and parking improvements. It is anticipated the landside program will include detailed planning and design documents for the following project components:

- Lower Daily Parking Lot Rehabilitation/Reconfiguration Design – Design will include reconfiguration and expansion of the lower daily parking lot to maximize available parking with consideration of future development of the terminal loop road, airport access and parking exit booth.
- Terminal Loop Road System/Parking Garage Planning and Programming – Planning and programming will evaluate the future development and construction requirements of the terminal landside. Components to be evaluated include:
 - Terminal Drive reconfiguration
 - Intersection of New Airport Road/Terminal Drive/Fanning Bridge Road
 - Parking lot exit booth
 - New Parking Garage with solar panel infrastructure and EvTOL consideration
- Terminal Loop Road Design – Design for this project component will ultimately be based on results and recommendation of Terminal Loop Road System/Parking Garage Planning and Programming task. For this scope of work, the design is expected to include the southern portion of the terminal loop road to the Lower Daily Parking Lot and improvements for access to the future garage.
- New Parking Garage Design - Design will be based on results and recommendation of Terminal Loop Road System/Parking Garage Planning and Programming. For this scope of work, the garage is estimated to be a multi-level facility with roughly \$40M in construction cost.

Client authorizes Consultant to perform the Engineering Services described above and incorporated herein.

Pricing

 N/A Time and Expense per Agreement and Appendix B to the Agreement.

 X Firm Fixed Price of: \$4,964,318.00

\$73,473.20 (Task 1: Project Kickoff and Initial Stakeholder Consultation)

\$199,993.20 (Task 2: Document Existing Conditions)

\$591,162.80 (Task 3: Lower Daily Parking Lot Rehabilitation/Reconfiguration Design and CA)

\$725,951.80 (Task 4: Terminal Loop Road System/Parking Garage Planning and Programming)

\$519,499.80 (Task 5: Terminal Loop Road Design and CA)

\$2,854,287.20 (Task 6: New Parking Garage Design and CA)

 N/A Other (Describe):

Schedule

Services may commence on Execution .

Services will cease by 48 months .

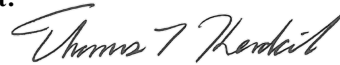
Witness:



Name: Linda M. Monahan

Date: 2/26/25

Consultant:



Name: Thomas T. Kendrick

Date: 2/26/25

Accepted by:

Date: _____

Approved by:

Date: _____

SCOPE OF SERVICES

ASHEVILLE REGIONAL AIRPORT (AVL) LOWER DAILY PARKING LOT, PARKING GARAGE, AND ENTRANCE ROADWAY LANDSIDE PROGRAM PLANNING, DESIGN AND CONSTRUCTION ADMINISTRATION

PROJECT OVERVIEW

Asheville Regional Airport (AVL) has experienced significant growth in passenger traffic in recent years which has resulted in an increase in both surface and parking garage demand.

This project will detail the phased planning and design of the vehicular access and parking improvements. It is anticipated the landside program will include detailed planning and design documents for the following project components:

- Lower Daily Parking Lot Rehabilitation/Reconfiguration Design – Design will include reconfiguration and expansion of the lower daily parking lot to maximize available parking with consideration of future development of the terminal loop road, airport access and parking exit booth.
- Terminal Loop Road System/Parking Garage Planning and Programming – Planning and programming will evaluate the future development and construction requirements of the terminal landside. Components to be evaluated include:
 - Terminal Drive reconfiguration
 - Intersection of New Airport Road/Terminal Drive/Fanning Bridge Road
 - Parking lot exit booth
 - New Parking Garage with solar panel infrastructure and EvTOL consideration
- Terminal Loop Road Design – Design for this project component will ultimately be based on results and recommendation of Terminal Loop Road System/Parking Garage Planning and Programming task. For this scope of work, the design is expected to include the southern portion of the terminal loop road to the Lower Daily Parking Lot and improvements for access to the future garage.
- New Parking Garage Design - Design will be based on results and recommendation of Terminal Loop Road System/Parking Garage Planning and Programming. For this scope of work, the garage is estimated to be a multi-level facility with roughly \$40M in construction cost.

Exhibit No. 1 illustrates the project limits and components.

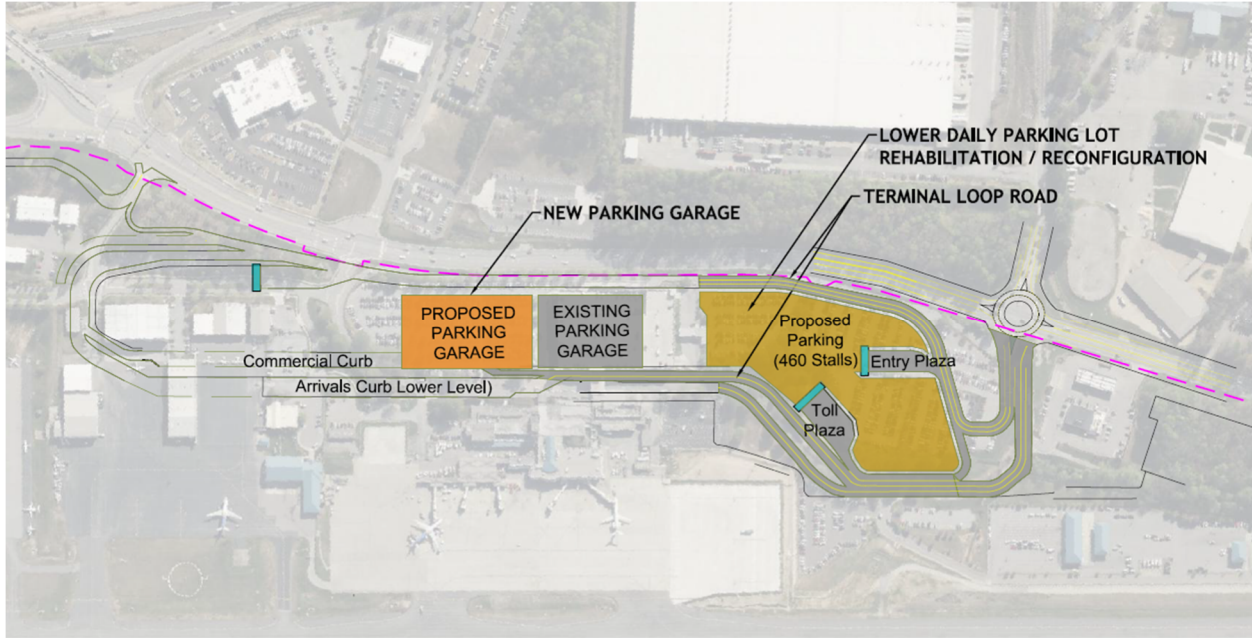


EXHIBIT 1

PROJECT TEAM

The Project Team includes the following firms and their responsibilities:

- **McFarland Johnson (MJ)** will be the prime firm responsible for overall management and delivery of the Project. Additional responsibilities will include:
 - Program management and administration.
 - Program planning/demand forecasting/phasing/implementation strategy.
 - Civil/roadway design.
 - MEP/FP design.
 - Structural design (design development through construction documents)

- **Walker Consultants (Walker)** will provide parking garage planning and design services including:
 - Parking Garage requirements evaluation/circulation/schematic design.
 - Vehicular circulation evaluation/recommendation.
 - Wayfinding design.
 - Garage special systems/technology design.
 - Garage structural design lead.
 - Implementation/Phasing.

- **Gresham Smith Architects (GS)** will provide architectural design services for the new parking garage including:
 - Architectural building envelope design.
 - Life safety analysis.
 - Vertical circulation design (stairs/elevators).
 - Pedestrian circulation design.

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- **Aulick Engineering (AE)** will assist with site design and storm water permitting.
- **Clearwater Environmental Consultants (CEC)** will provide environmental permitting.
- **Connico** will provide cost estimating support for all program components.
- **S&ME** will provide geotechnical investigation, report and design recommendations and construction material acceptance testing.
- **Ed Holmes & Associates Land Surveyors** will provide topographical and physical features survey.

SCOPE OF WORK

Task 1: Project Kickoff and Initial Stakeholder Consultation

The Project Team will meet with AVL to verify, confirm, and define the goals and scope elements required for the Project, which includes:

- Lower Daily Parking Lot Rehabilitation/Reconfiguration Design
- Terminal Loop Road System/Parking Garage Planning and Programming
 - Terminal Drive reconfiguration
 - Preliminary evaluation of the intersection of New Airport Road/Terminal Drive/Fanning Bridge Road with NCDOT coordination, as required.
 - Parking lot exit booth(s)
 - New Parking Garage
- Terminal Loop Road Design
- New Parking Garage Design

Task 2: Document Existing Conditions

2.1 Data Collection/Existing Conditions

Prior to commencing planning and design activities for the Project, the Project team will visit and view the project site to document current conditions. The following are included in this task:

- A. Attend a field visit to document existing conditions of the site. This task is limited to up to three (3) consultant team members for an overnight trip.
- B. Obtain record drawings of the existing surface parking lots, parking garage, entry/exit booth's from AVL.
- C. Develop existing site plans of the project area through record drawings and CAD files to be provided by AVL.
- D. Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:
 - Power Supplies, switch gear, breaker panels, and transformers.
 - Information Technology (IT), communications, low voltage and other technology systems and communication/equipment rooms.
 - Plumbing and piping for potable water and sanitary sewer.
 - Landside drainage systems and water retention characteristics.
 - Landside lighting, paving, markings, curb front, and support facilities
 - Existing facilities anticipated to be removed/demolished.

- E. Obtain pertinent information provided by AVL and the rental car companies regarding airport flight schedules, parking, rental car, and airport shuttle operations such as, but not limited to:
- Current Airport Design Guidelines
 - Structured and surface parking occupancy area layouts.
 - Parking utilization reports including hourly, daily, monthly transaction data and occupancies for the previous 3-year period.
 - Terminal planning and site control documents currently developed or planned in near-term.
 - Current and projected passenger growth enplanement data.
 - Current RAC companies contact information.
 - RAC tenant allocations of service positions and office areas.
 - Current allocation and layout of space for each company including number of Ready, Premium Ready, and Return parking spaces.
 - Rental car agency daily transaction data for the previous 3 to 5 years, including transaction durations, as appropriate considering the recent pandemic. Including transaction durations.
 - Quantities of existing service support facilities such as fueling, car wash, maintenance, overflow storage, and stacking/staging areas.

2.2 Topographic/Physical Feature Survey and SUE Coordination

This task includes coordination and oversight for the site survey and sub surface utility exploration (SUE) to establish the base drawing for the project. The Survey shall locate subsurface utilities and provide an existing topographic and physical features survey. The Project Team will review the results of the survey work and coordinate with the surveyor on remaining outstanding items or questions.

- A. Coordinate with survey and SUE subconsultants.
- B. The survey will consist of the following:
- Attend one (1) project meeting to discuss site specifics.
 - The limits of the survey will consist of approximately thirty (30) acres, located as shown on the attached Sketch. Where applicable, the subconsultant shall utilize the previously obtained survey within the limits of the survey area as shown in Figure 1.
 - Topographic survey data will be adequate to allow generation of ½ foot contours of the project area. Survey points on existing pavement surfaces shall be taken to the nearest 0.01 feet and turf areas to the nearest 0.10 feet. The field survey shall be tied into the horizontal datum North Carolina State Plane Coordinate System (North American Datum of 1983 (NAD83) and vertical datum North American Vertical Datum of 1988 (NAVD 88.)
 - Retrieve the most recently updated PACS and SACS from the National Oceanic and Atmospheric Administration (NOAA) National Geodetic Survey (NGS) website, locate, and tie into the field.
 - Spot elevations shall be taken on 25-foot grid on pavement and 50-foot grid on turf intervals within the limits shown on the sketch, at each edge of pavement, surface material type change, concrete slab corner, Finish Floor Elevation at each doorway, brush line, individual trees, and breaks in grade where applicable.
 - Above ground and underground utilities, distribution, size, pipe material, depth, and direction of flow (if applicable) within the marked survey area. Utilities shall be traced to the nearest structure outside of the survey area. Utilities shall include but are not limited to natural gas, electric, water, sewer, storm, irrigation, and communication.

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- Utilities and Drainage structures (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for connections), inside pipe diameters, pipe, and manhole construction materials, etc.
 - Trace utility lines to the next junction outside the project limits (300 feet max).
 - Where items rest on concrete bases, locations of the corners of the concrete base. Circular bases shall have at least four points identified as well as the center of the structure. The corners of signs located on concrete bases shall be identified. Where a lip occurs from the top of the base to the existing grade, a shot of the existing grade shall also be provided.
 - Where applicable, spot elevations at the top and bottom of swales within the limits.
 - Locate striping/markings, including centerlines, parking lines, and stop bar markings.
 - Locate building faces, sidewalks, existing passenger boarding bridges, and high mast lighting foundations.
 - Establish a minimum of 4 vertical benchmark(s) within the project work area.
 - Perform a subsurface utility engineering (SUE) investigation to locate underground water, sanitary sewer, natural gas, electrical, FAA utilities, and communications utilities within the project area. Reference the attached Figure 1 for approximate existing locations.
- C. Perform site walk through surveys to locate and note special site conditions that would affect construction techniques or materials. Also, to field verify that existing features in the field were picked up during the actual survey.

2.3 Geotechnical Coordination

- A. Perform a geotechnical investigation to assist in determining the best method to construct the various components of the program. The geotechnical investigation includes:
- Loop road and Lower Surface Parking
 - Geotechnical Exploration for Parking Garage
 - Shear Wave Velocity Testing and Seismic Site Class determination.
- B. Research applicable stormwater permits for existing drainage design.
- C. Research record drawings for underground utilities. (i.e., sewer, water, electric).

2.4 Environmental

- A. Wetland/Stream Delineation
- Complete a delineation of jurisdictional wetlands and Waters of the United States within the project area. This task will include the identification and field demarcation of wetlands and streams as per 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual. The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with flagging tape.
 - During field studies, wetland limits/stream origins will be located using a sub-meter GPS. Several known points (i.e., property corners) will also be located and recorded as reference landmarks for the wetland mapping. Upon collection and subsequent differential correction, a digital file of the data points will be plotted on the site base map. This information is available for import into a GIS or AutoCAD drawing. This GPS mapping grade data is typically sufficient for corps verification and permitting; however, should the client wish to convert the GPS wetland/stream locations to a recordable format, the services of a registered land surveyor will be required and are not included in our scope of work.
- B. USACE JD Verification
- Prepare a Jurisdictional Determination request for submittal to the USACE and provide ongoing coordination to acquire written verification of the jurisdictional limits on the subject

property. If a field review of the subject property is requested by the USACE, the one member of the MJ Team will accompany the USACE to the site for field verification of the delineated Waters of the U.S.

C. Preliminary Threatened and Endangered Species Survey

- The Threatened and Endangered species services rendered under this task will consist of a literature search and on-site habitat assessment to determine the likelihood of the presence or absence of protected species on the project site. The survey will be conducted as follows:
 - Protected species data from the North Carolina Natural Heritage Program and U.S. Fish and Wildlife Service will be solicited and interviews with cognizant individuals from these agencies will be conducted to gather existing data on endangered or threatened animal and plant species occurring or potentially occurring on the subject tract.
 - Habitat data (vegetation and soils descriptions) will be compiled for the project site. Within habitats considered suitable for the occurrence of a particular endangered or threatened species, a cursory pedestrian survey will be performed to ascertain the likelihood of occurrence of the protected plant or animal.
 - For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may be readily detectable during the time of the survey (e.g. migratory birds in the fall but not spring-flowering plants), we will provide a statement concerning the likelihood of the species' occurrence on the project site based on available data and habitat observations.
 - Prepare a report of findings to include recommendations for further surveys for the identified habitat, if deemed necessary. Proposals to complete additional surveys or biological assessments will be provided based upon the findings of the preliminary surveys if necessary.

D. Federal Aviation Administration (FAA) Section 163 Determination Request

- In coordination with the Client, a letter will be prepared and submitted to the FAA requesting determination on the level of authority retained by the FAA under Section 163 of the FAA Reauthorization Act of 2018, for each project (i.e., Lower Daily Parking Lot Rehabilitation; Terminal Loop Road, and New Parking Garage).
- A map will be prepared graphically depicting the subject parcel within Tract A and federal interest (if any). The Engineer will coordinate with GSP the submission not the FAA for review. This scope of work does not include field work, ALTA / Land Surveying, planning, engineering or environmental studies, NEPA document, permitting or any other task not described in this task order.

E. National Environmental Policy Act (NEPA) Review

- Coordinating with the Client and FAA for the preparation of a CATEX package for each project (i.e., Lower Daily Parking Lot Rehabilitation; Terminal Loop Road, and New Parking Garage), including attendance of one (1) virtual meeting with the FAA.
- Prepare a CATEX package and narrative for each project explaining why AVL needs to implement this project. The CATEX will be prepared in accordance with FAA Order 5050.4B, "National Environmental Policy Act Implementing Instructions for Airport Projects", and FAA Order 1050.1F, "Environmental Impacts Policies and Procedures". The Engineer will utilize available documentation and information provided by AVL and programing to develop the CATEX document. The document will be developed and submitted to the Client for review and signature. The Engineer will coordinate submission to the FAA for review and CATEX determination.

Task 3: Lower Daily Parking Lot Rehabilitation/Reconfiguration Design and CA

3.1 Schematic (30%) Design

- A. Conduct a comprehensive site survey of the existing parking lot, including dimensions, layout, pavement condition, drainage patterns, and existing signage.
- B. Analyze existing parking usage patterns through surveys or historical data.
- C. Evaluate potential improvements to optimize parking space utilization, traffic flow, pedestrian safety, and accessibility compliance.
- D. Evaluate replacement parking required during construction.
 - Analyze potential disruptions to parking availability during construction.
 - Identify and assess temporary parking options, considering on-site or off-site locations.
 - Develop a plan to minimize disruptions to daily parking needs.
- E. Evaluate EV charging needs.
 - Assess current and projected demand for electric vehicle charging stations.
 - Analyze available space for potential EV charging station installation.
 - Develop recommendations for the number, locations and type of EV charging stations.
- F. Evaluate stormwater requirements/options.
 - Analyze existing stormwater management systems on the site.
 - Evaluate compliance with local regulations regarding stormwater runoff management.
 - Recommend options for improving stormwater management within the project site.
- G. Evaluate existing utility layout for future development.
 - Identify existing utility locations within the project site.
 - Analyze existing and future development plans.
 - Develop recommended utility improvements to accommodate future development.
- H. Develop three (3) alternative reconfiguration options with considerations for:
 - Increased standard parking spaces.
 - Accessible parking spaces
 - Motorcycle parking spaces.
 - Potential for future electric (EV) charging stations.
 - Improved traffic flow and pedestrian pathways
- I. Prepare for and attend a virtual meeting with AVL to present alternatives. Up to three (3) consultant members will attend.
- J. Develop preliminary construction quantities and planning level cost estimates at the 30% design level.
- K. Develop drainage layout for the proposed project area.
- L. Evaluate the potential environmental impacts and research avoidance, minimization, and mitigation options.
- M. Summarize environmental permitting requirements and timelines. Identify key issues and obstacles that will be considered by the permitting agency.
- N. Identify the appropriate NEPA category and timeline based on the project description and expected environmental consequences.
- O. Develop the following anticipated 30% plans for the final selected/preferred alternative:
 - Title Sheet (1)
 - Existing Conditions (4)

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- Schematic Demolition Plans (4)
 - Schematic Geometry/Alignment Plans/Pavement Marking (4)
 - Schematic Drainage Plans (4)
 - Schematic Typical Sections (1)
- P. Conduct an in-house QA/QC prior to the submission. The in-house QA/QC check will involve an independent individual, depending on each discipline, to conduct a comprehensive check on documents to be submitted. Time will be required for engineers and CADD technicians/designers to correct items listed under the in-house QA/QC checks.
- Q. Develop schematic design engineer's report for the final selected/preferred alternative.
- R. Schematic (30%) Design Deliverables
- S. Two (2) copies of schematic plans (11x17 & 22x34),
- T. Two (2) copies of engineering report and 2 copies of engineer's estimate
- U. Prepare for and attend in-person review meeting with AVL staff. Up to three (3) consultant members will attend an overnight trip.

3.2 60% Preliminary (60%)

- A. Based upon the 30% Design Submittal the project Team will further develop the Lower Daily Parking Lot plans depicting the parking layout, typical sections, profile, drainage, and grading.
- B. Prepare preliminary plans and details based upon site plan submission requirements from AVL and information gathered to date. The information to be included will be:
- Cover Sheet
 - General Notes and Quantities Tables
 - Construction Phasing/Erosion Control Plans and Notes
 - Pavement Typical Sections
 - Parking Layout Plans
 - Profile(s)
 - Grading and Drainage Plans
 - Drainage Details
 - Miscellaneous Details & Tables
 - Lighting Plans and Details
 - Signing and Pavement Marking Plans
- C. Prepare a Draft Stormwater Pollution Prevention Plan and submit to AVL, and North Carolina Department of Environmental Quality for review/approval.
- D. Coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances.
- E. Prepare preliminary set of specifications (project manual). NCDOT specifications will be utilized for work. When special specifications are required, they will be prepared in the same format as the other technical specifications and will be assigned an individual identifier that distinguishes them from the standard specifications.
- F. Prepare a Preliminary Engineer's Opinion of Probable Costs for each major element in the project. This estimate will be compared to AVL's budget to determine if portions of the bid plans should be revised/modified to bring the project within the current budget.
- G. Conduct an in-house QA/QC prior to the submission. The in-house QA/QC check will involve an experienced independent individual, depending on each discipline, to conduct a comprehensive check on documents to be submitted. Time will be required for engineers and CADD technicians/designers to correct items listed under the in-house QA/QC checks.
- H. Develop 60% design engineer's report.

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- I. 60% Design Deliverables
 - Two (2) copies of plans (11x17 & 22x34),
 - Two (2) copies of engineering report and 2 copies of engineer's estimate
- J. Prepare for and attend in-person review meeting with AVL staff. Up to three (3) consultant members will attend an overnight trip.

3.3 Final Design (100%)

- A. Based upon the 60% Design Submittal review and comments from AVL, the project Team will further develop, prepare and submit a 100% set of plans and specifications to AVL for review.
- B. After receipt of 100% set review comments from AVL, complete the drawings and specifications for bidding and construction purposes.
- C. Prepare a bid package to reflect the specific requirements of AVL. This will include the Notice to Bidders, the standard contract form, the bidding forms, contractor assurances and questionnaire, the standard provisions and conditions, and the specifications.
- D. The bid set drawings will be stamped and signed by an engineer/architect registered to practice in the State of North Carolina.
- E. Prepare final quantity take-offs from the various design documents, by type of material and NCDOT Specification identifier. An updated opinion of probable construction costs will be generated and compared with the available budget for the project.
- F. Obtain permits, as required, to allow construction of the project. At this time, the anticipated permits required for this project are as follows:
 - Site Plan approval from AVL for the proposed improvements to the site.
 - Stormwater Pollution Prevention Plan approvals from the North Carolina Department of Environmental Quality, as appropriate.
 - Access Connection Permit and Drainage Connection Permit from NCDOT.
- G. Provide an electronic print-ready copy of the bid set to AVL for advertisement.

3.4 Environmental Permit Coordination and Preparation

- A. Environmental Permitting
 - At this time no Section 404/401 permits are expected for this project. If regulatory permitting needs are identified for the proposed site development. If required, an additional proposal outlining the necessary tasks and probable costs for this permit process.

3.5 Bidding and Award Assistance

- A. Attend and facilitate a project pre-bid meeting to discuss specific project requirements with prospective bidders and answer any questions. Document the meeting proceedings in a formal set of meeting minutes.
- B. Provide responses to questions received from potential bidders through AVL, and issue formal contract addendums as required.
- C. Prepare and compile bid results, submit recommendation of award to AVL, contact the selected contractor, and draft award letters prior to the start of construction. The project Team will also assist AVL in reviewing and forwarding contracts for execution by the selected construction contractor.

3.6 Construction Administration Services

The CONSULTANT shall provide the following professional services including administration/project management, and construction administration during the construction of the PROJECT.

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- A. Consultation: CONSULTANT shall provide advice to AVL during construction, including the holding of a pre-construction conference and final inspection conference as required.
- B. Weekly Meetings: For the duration of the project, a weekly meeting will be conducted by the CONSULTANT with anticipated participation by AVL, the Resident Project Representative (RPR) and the construction contractor. The RPR is not part of this agreement. The meetings will be held in-person at a location designated AVL. Other invitees may participate by audio conference.
- C. Site Visits: CONSULTANTS shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager or Construction Supervisor will visit the site twelve (12) times during construction for a period of two (2) days per visit.
- D. Shop Drawing and Requests for Information (RFIs): CONSULTANT shall review and take other appropriate action with respect to Shop Drawings, RFIs, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a function of the whole as indicated in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

Construction Materials Testing and Inspection Services will be obtained under a separate agreement by AVL. The CONSULTANT shall coordinate with the RPR (not part of this agreement) regarding Code-Required Special Inspections as identified in the conformed construction contract documents.

3.7 Project Closeout

- A. Record Plans: Prepare and furnish two (2) copies of the Record Plans for the completed project to AVL. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector's and contractor's records. They are, however, not to be construed as being 100 percent accurate.
- B. Update Airport Layout Plan to reflect reconfigured lower parking lot.
- C. Construction Testing Report: A Quality Control Testing report is not required for this project, nor included in this scope of work.
- D. Airport GIS As-built Survey: An as-built survey in accordance with FAA AC 150/5300-18B is not required for this project, nor included in this scope of work.

Task 4: Terminal Loop Road System/Parking Garage Planning and Programming

Task 4 focuses on the planning and programming of the Terminal Loop Road System and new Parking Garage development. The goal is to improve traffic flow, enhance accessibility, and increase parking capacity to accommodate future growth.

4.1 Terminal Drive Reconfiguration

- A. Data Collection for updated activity/demand basis: Obtain most recent data relative to passenger activity/demand reports, flight schedules, and pending changes
 - Aircraft type, operations, enplanements, TSA activity reports, potential new entrants, etc.
- B. Activity Basis & Demand Definition: utilize the most recent flight schedule to validate and refine the baseline demand activity outlined in the most recent MPU completed by CHA and develop

one (1) high and one (1) low demand/operating scenario to determine their impact/demand on the parking program. This task will provide the following:

- Planning Level Passenger Activity
 - Annual enplanements and total passengers
 - Peak Arrival and Departure Design Day Passenger Flows
- Development of the design day flight schedule (DDFS).
- Identification of peak hour arrival, departure and combined passenger levels
 - Development of expected parking demand (by type) based on the high and low demand scenarios
- C. Evaluate existing and future traffic demand.
 - Develop an updated activity basis and demand definition of passenger activity, utilizing the recent master plan forecast as the baseline, to analyze existing traffic volumes, turning movements and peak hour conditions.
 - Develop traffic forecasts to predict future traffic demand on the Terminal Loop Road based on projected passenger growth and airport operations utilizing the most recent master plan forecast.
- D. Refine reconfiguration alternatives.
 - Refine previously developed Terminal Loop Road options based on the traffic demand analysis.
 - Evaluate options based on traffic flow, safety, pedestrian movements, and constructability.
 - Develop detailed drawings for the preferred reconfiguration option(s), including lane configurations, turning lanes, signage and marking.

4.2 Intersection of New Airport Road/Terminal Drive/Fanning Bridge Road

- A. Evaluate existing and future traffic demand.
 - Conduct a comprehensive traffic study to analyze existing traffic volumes, turning movements and peak hour conditions.
 - Develop traffic forecasts to predict future traffic demand on the Terminal Loop Road based on projected passenger growth and airport operations.
- B. Refine reconfiguration alternatives.
 - Refine previously developed reconfiguration options for the intersection based on the traffic demand analysis.
 - Evaluate each option's impact on traffic flow, safety, pedestrian access, and constructability.
 - Develop detailed design drawings for the preferred reconfiguration option(s), including signalization plans, turn lanes, and intersection geometry.
 - Coordinate with NCDOT, as needed.

4.3 Parking Lot Exit Booth Evaluation

- A. Evaluate/develop alternative locations and geometrics for up to two (2) parking lot exit booth(s).
 - Evaluate the existing location and operation of the parking lot exit booth.
 - Analyze potential alternative/additional locations and geometries for up to two (2) exit booth(s), considering traffic flow, efficiency, and customer experience.
 - Develop detailed design drawings for up to two (2) preferred exit booth locations and layout.

4.4 New Parking Garage Parking Study

- A. Develop a comprehensive report that will identify the short term (1 year), mid-term (5 years) and long-term (10 years) needs for public and rental car parking. Parking products to be included are

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hourly, short term, long term, structured, cell phone waiting area, ground transportation center, employee parking and the addition of premium or valet parking services. Study elements include:

- Correlation of flight schedule and parking data to develop existing parking demand ratios for identified user groups.
 - Future parking needs projections based on projected enplanement levels.
 - Summary of projected future parking adequacy and phasing.
 - Evaluation of existing and future parking access.
 - Consideration and evaluation of proposed structured parking expansion for location and internal function. Include interaction with existing structured and rental car parking.
 - Providing electric vehicle implementation recommendations for each parking product type.
 - Consideration for electric vertical takeoff and landing (eVTOL) area. The Team will coordinate with AVL to determine the number of eVTOL aircraft parking positions required and resulting structural requirement of the parking garage.
 - Capital Improvement Planning for structured parking improvements for mid - long-term and end-of-life planning.
 - Identify applicable local, state, and federal design guidelines, standards and permitting requirements.
 - Prepare draft report for AVL review.
 - Meeting with AVL to review and discuss report comments and incorporate as needed.
 - Prepare a final report.

4.5 Concept Design

- A. Provide detailed planning to develop concepts for the parking garage. Advise on construction options, delivery options, curb front operations, inclusion of a ground transportation center, bus stop location, and other considerations that will impact the project design, schedule, and cost.
- B. Review any conceptual parking designs that have been prepared to date.
- C. Develop conceptual functional designs for up to three parking scenarios designed to accommodate future parking demand needs including vehicle circulation, accessibility, geometrics, ingress, and egress. The conceptual functional design will include striping layout, equipment lanes and configurations, roadway connections, grid structure, stair/elevator locations, connector to existing parking garage, future eVTOL top deck landing/takeoff and parking area.
- D. Prepare a queuing analysis to recommend quantity of ingress/egress lanes and queuing areas.
- E. Prepare a concept drawing in AutoCAD format.
- F. Meet with AVL to discuss the recommended concept.
- G. Finalize the concept based on discussion with AVL.
- H. Provide a range of magnitude parking structure construction cost estimate for the final conceptual design.

4.6 Program Delivery and Sequencing

The Project Team, in coordination with AVL, will establish preliminary program sequencing and overall timeline for delivery of the primary project elements (Lower Daily Parking Lot, Terminal Loop Road and Parking Garage) to meet anticipated demand and capacity improvement threshold triggers. The sequencing will identify the order of projects and when the facility/improvement should be operational to meet anticipated demand. Once the program sequencing is identified, the Project Team will work with AVL to identify the preferred project delivery method for the New Parking Garage and terminal loop road elements (i.e., design-bid-build, construction manager at risk, design-build, etc.). It is anticipated that the

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Lower Daily Parking Lot will follow a design-bid-build delivery method. Final proposed project delivery and sequencing are inclusive of Task 4.6 and will provide:

- Proposed project delivery method for each design/construction task
- Preliminary estimate of probable construction cost for each design/construction task in addition to the ultimate landside program
- Summary of potential terminal construction impacts

Task 5: Terminal Loop Road Design and CA

The terminal loop road design geometrics/alignment is based on results of Task 4 – Terminal Loop Road System/Parking Garage Planning and Programming. For scoping and fee development, it is assumed that Task 5 design will be limited to the southern portion of the terminal loop road to the proposed new parking garage. The ultimate terminal loop road design and construction will be completed under a separate task order once demand levels are met.

5.1 Schematic (30%) Design

- A. Conduct a comprehensive site survey of the project limits, including dimensions, layout, pavement condition, drainage patterns, and existing signage.
- B. Evaluate potential improvements to optimize traffic flow, pedestrian safety, and accessibility compliance.
- C. Evaluate replacement parking required during construction.
 - Analyze potential disruptions to parking availability during construction.
 - Identify and assess temporary parking options, considering on-site or off-site locations.
 - Develop a plan to minimize disruptions to daily parking needs.
- D. Evaluate stormwater requirements/options.
 - Analyze existing stormwater management systems on the site.
 - *Evaluate compliance with local regulations regarding stormwater runoff management.*
 - *Recommend options for improving stormwater management within the project site.*
- E. *Evaluate existing utility layout for future development.*
 - Identify existing utility locations within the project site.
 - Analyze existing and future development plans.
 - Develop recommended utility improvements to accommodate future development.
- F. Evaluate Terminal loop road design to include complete wayfinding design inclusive of vehicular and pedestrian traffic.
 - AVL shall provide wayfinding concepts developed by AVL staff for reference.
- G. Develop preliminary construction quantities and planning level cost estimates at the 30% design level.
- H. Develop drainage layout for the proposed project area.
- I. Evaluate the potential environmental impacts and research avoidance, minimization, and mitigation options.
- J. Summarize environmental permitting requirements and timelines. Identify key issues and obstacles that will be considered by the permitting agency.
- K. Prepare and submit a NEPA Categorical Exclusion to the Federal Aviation Administration.
- L. Prepare and submit necessary Section 163 application to FAA (to be submitted prior to CATEX).
- M. Develop the following anticipated plans for the final selected/preferred alternative:
 - Title Sheet (1)
 - Existing Conditions (4)
 - Schematic Demolition Plans (4)

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- Schematic Roadway Plans (4)
 - Schematic Horizontal Alignment Plans (4)
 - Schematic Vertical Profile Plans (4)
 - Schematic Pavement Marking Plans (4)
 - Schematic Drainage Plans (4)
 - Schematic Utilities Plans (4)
 - Schematic Roadway Typical Sections (1)
 - Schematic Vehicular Wayfinding Plans (4)
 - Schematic Vehicular Wayfinding Details (4)
 - Schematic Pedestrian Wayfinding Plans (4)
 - Schematic Pedestrian Wayfinding Details (4)
- N. Conduct an in-house QA/QC prior to the submission. The in-house QA/QC check will involve an experienced independent individual, depending on each discipline, to conduct a comprehensive check on all documents to be submitted. Time will be required for engineers and CADD technicians/designers to correct items listed under the in-house QA/QC checks.
- O. Develop schematic design engineer's report for the final selected/preferred alternative.
- P. Schematic (30%) Design Deliverables
- Q. Two (2) copies of schematic plans (11x17 & 22x34),
- R. Two (2) copies of engineering report and 2 copies of engineer's estimate
- S. Prepare for and attend in-person review meeting with AVL staff. Up to three (3) consultant members will attend an overnight trip.

5.2 60% Design Documents (60%)

- A. Based upon the 30% Design Submittal the CONSULTANT will further develop the Terminal Loop Road plans depicting the roadway alignment, geometry, typical sections, profile, drainage and grading.
- B. Prepare preliminary plans and details based upon site plan submission requirements from Buncombe County Building Department and information gathered to date. The information to be included will be:
- Cover Sheet
 - General Notes and Quantities Tables
 - Construction Phasing/Erosion Control Plans and Notes
 - Roadway Typical Sections
 - Roadway Horizontal Alignment and Vertical Profiles
 - Roadway Cross Sections
 - Grading and Drainage Plans
 - Drainage Details
 - Miscellaneous Details & Tables
 - Lighting Plans and Details
 - Signing and Pavement Marking Plans
 - Vehicular and Pedestrian Wayfinding Details
 - Temporary Traffic Control Plans
- C. Prepare a Draft Stormwater Pollution Prevention Plan and submit to AVL, Buncombe County and the North Carolina Department of Environmental Quality for review/approval.
- D. Coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances.
- E. Prepare preliminary set of specifications (project manual). NCDOT specifications will be utilized for all work. When special specifications are required, they will be prepared in the same format

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as the other technical specifications and will be assigned an individual identifier that distinguishes them from the standard specifications.

- F. Prepare a Preliminary Engineer's Opinion of Probable Costs for each major element in the project. This estimate will be compared to AVL's budget to determine if portions of the bid plans should be revised/modified to bring the project within the current budget.
- G. Conduct an in-house QA/QC prior to the submission. The in-house QA/QC check will involve an experienced independent individual, depending on each discipline, to conduct a comprehensive check on all documents to be submitted. Time will be required for engineers and CADD technicians/designers to correct items listed under the in-house QA/QC checks.
- H. Develop 60% design engineer's report.
- I. 60% Design Deliverables
 - Two (2) copies of plans (11x17 & 22x34),
 - Two (2) copies of engineering report and 2 copies of engineer's estimate
- J. Prepare for and attend in-person review meeting with AVL staff. Up to three (3) consultant members will attend an overnight trip.

5.3 Final Design (100%)

- A. Prepare and submit a 95% set of plans and specifications to AVL for review.
- B. After receipt of 95% set review comments from AVL, complete the drawings and specifications for bidding and construction purposes.
- C. Prepare a bid package to reflect the specific requirements of AVL. This will include the Notice to Bidders, the standard contract form, the bidding forms, contractor assurances and questionnaire, the standard provisions and conditions, and the specifications.
- D. The bid set drawings will be stamped and signed by an engineer/architect registered to practice in the State of North Carolina.
- E. Prepare final quantity take-offs from the various design documents, by type of material and NCDOT Specification identifier. An updated opinion of probable construction costs will be generated and compared with the available budget for the project.
- F. Obtain permits, as required, to allow construction of the project. At this time, the anticipated permits required for this project are as follows:
 - Site Plan approval from the COUNTY for the proposed improvements to the site.
 - Stormwater Pollution Prevention Plan approvals from the North Carolina Department of Environmental Quality, as appropriate.
 - Access Connection Permit and Drainage Connection Permit from NCDOT.
- G. Provide an electronic print ready copy of the bid set to the COUNTY for advertisement.

5.4 Environmental Permit Coordination and Preparation

- A. Environmental Permitting
 - At this time no Section 404/401 permits are expected for this project. If regulatory permitting needs are identified for the proposed site development. If required, an additional proposal outlining the necessary tasks and probable costs for this permit process.

5.5 Bidding and Award Assistance

- A. Included in Task 6.4

5.6 Construction Administration Services

- A. Included in Task 6.5

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5.7 Project Closeout

- A. Included in Task 6.6

Task 6: New Parking Garage Design and CA

6.1 Schematic Design

A. General

- Establish project schedule and requirements.
- Attend virtual and in-person project coordination meetings. (Number of meetings TBD)
- Submit Schematic Design documents for review. We will provide 100% submittal in PDF format.
- Assist the CMAr, if chosen as the delivery method, in the provision of documentation necessary for their preparation of opinions of probable costs at each design phase including bid package, as well as support to the CMAr regarding their constructability reviews/recommendations and their recommended phasing of proposed parking garage to minimize impacts to airport operations, safety and security, and airport users. Subtasks include the following:
 - Attendance at design progress meetings with AVL, by subconsultants and CMAr during the Schematic Design phase conducted at AVL's office and participating with subconsultants requested to attend these meetings in person or via video and/or teleconferencing. It is anticipated there will be a total of three (3) meetings during this phase.

B. Evaluate and provide input to the project team in terms of:

- Site access/egress – connection from roads to parking.
- Parking area functional design – efficiency and circulation.
- Parking access/egress – capabilities, queuing, turning radii.
- Regulations for disabled (accessible) parking.

C. Refine parking concept. Specific items include:

- Parking bay sizes.
- Coordination with preliminary structural grid.
- Entry/exit lane location and count.
- Coordination with preliminary stair/elevator locations.
- Striping layout.
- Car counts.
- Accessible spaces.
- Pedestrian paths of travel.
- Coordination with AVL Information Technology (IT) relative to selection and purchase of parking lot access control systems.
- Integration/coordination of a License Plate Reader (LPR) system for parking lot access control.

D. Structural Design

- Prepare Schematic Design documents that will include a preliminary column grid along with the type and preliminary size of the lateral load carrying systems. Major structural elements including preliminary footings, columns, beams, and shear walls will be located.
- Review Geotechnical Report and provide comments as required.
- Finalize Schematic Design drawings based on input from AVL.

E. Mechanical Design

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- Develop Mechanical drawings and analyses, including:
 - Size and location of utility risers, shafts, chases, and equipment coordinated with architectural and structural plans.
 - Coordinate major duct or pipe runs sized to interface with structural and architectural building components.
 - Prepare mechanical room equipment layouts, location of major equipment such as air handling units, condensing units, and exhaust fans and identify location of intake and exhaust louvers.
- F. Electrical Design
 - Size and location of utility equipment on architectural plans
 - Major electrical equipment (switch gear, distribution panels, emergency generator, transfer switches, etc.) dimensioned and drawn to scale into the space allocated, also include riser diagram or one-line diagram.
 - Identification of service amperage and voltage requirements
 - Identification of power requirements to specialty systems such as EV charging stations.
 - Location size of conduit runs, cable trays, risers, shafts & chases.
 - Location of site electrical: transformers, underground service, & entrance details.
 - Identification of typical and feature lighting fixtures.
 - Identification of electrical room locations
 - Location of electrical devices including power receptacles, telephone, lighting and control switches, and security/closed circuit TV.
 - Location of exit and emergency lighting and fire alarm devices
 - Update design calculations to include power consuming equipment and load characteristics.
- G. Plumbing Design
 - Location of floor drains and associated piping.
 - Location of under-slab sanitary and supply lines
 - Location of maintenance hose bibs
 - Location of roof drainage system (downspouts).
- H. Fire Protection Design
 - Develop Fire Protection drawings including the coordination of piping, layout and distribution, and appropriate calculations.
- I. Prepare details and control schematics for the installation and control of MEP/FP equipment.

6.2 Design Development

- A. General
 - Based on approval of the Schematic Design Drawings, advance the drawings to Design Development Level.
 - Attend virtual and in-person project coordination meetings. (Number of meetings TBD)
 - Submit Design Development documents for review. We will provide 100% submittal in PDF format.
 - Assist the CMAr in the provision of documentation necessary for their preparation of opinions of probable construction costs at this design phase including bid packages as well as support to the CMAr regarding their constructability reviews/recommendations and their recommended phasing of proposed parking garage to minimize impacts to airport operations, safety and security, and airport users.
 - Attend design progress meetings with AVL, by subconsultants and CMAr to assist in the consideration of the bid package, project phasing and sequencing, cost estimating needs

identified by CMaR, potential material and design approach substitutions identified by the CMaR that may reduce overall project cost and enhance project phasing/sequencing/constructability, and related topics raised by the CMaR. It is anticipated there will be a total of four (4) meetings during this phase.

B. Functional Consulting

- Update plans, as needed, to keep garage plans in line with structural, architectural, and functional design intent.
- Provide Design Development level parking functional floor plans. Additional information will include:
 - Coordination with location of stairs and elevators.
 - Location and geometrics of ADA stalls.
 - Location and signage for electrical vehicle (EV) stalls, if desired.
 - Entry/exit geometries including provisions for equipment, as needed.
- Provide sign location and text for vehicular wayfinding and regulatory signage in parking areas.
- Provide ground, typical, and top tier plans showing overall dimensions, bay sizes, striping layout, stair locations, floor slopes, floor drains, other pertinent detail locations, and car count.
- Indicate proposed locations of accessible parking spaces for persons with disabilities and EV charging spaces.
- Provide technical specifications for striping, signage, parking equipment, and EV charging stations.
- Meet with members of the design team, as appropriate, to continue to coordinate the design of the parking structure with the other portions of the project.

C. Engineering Design

- Prepare Design Development documents for the parking structural, mechanical, electrical, plumbing, and fire protection designs. The documents will consist of project requirements, design criteria, specifications, and design drawings (floor plans and details) including:
 - Typical framing plans with key dimensions and critical detail locations.
 - Preliminary foundation, tee, beam, and column sizes.
 - Shear wall and light wall locations.
 - Typical sections and details.
 - Preliminary expansion joint locations, as applicable.
- Provide a structural BIM model.
- Submit Design Development documents to client for review at 50% and 100% milestones.
- Complete preliminary coordination of construction logistic issues.
- Coordinate with other design disciplines items affecting the structural precast design of the building.
- Respond to feedback and provide revised documents.

D. Architectural Design Services

- Architectural building envelope design
- Life safety analysis
- Vertical circulation (stair/elevators)
- Pedestrian circulation design

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6.3 Construction Documents

Based on approval of the Design Development drawings, advance the engineering design and construction documents to completion.

A. General

- Attend meetings with AVL’s representatives and the funding agencies, and associated permitting Agencies described elsewhere herein as may be needed during this Construction Document phase of the project.
- Provide on-going coordination of the subconsultants identified elsewhere herein during this Construction Document phase of the project.
- Assist the CMaR during this Construction Document phase of the project in the provision of documentation necessary for their preparation of their GMP during this phase.
- Attend routine weekly meetings with the subconsultants to assist in overall successful project advancement and to monitor the progress as a whole during this Construction Document phase of the project. This includes reviews of the subconsultant’s work efforts to enhance coordination, design decisions, and to help identify points of conflict/interference.
- Attend routine meetings with the CMaR during this Construction Document phase of the project to respond to project needs identified by CMaR.
- Attend meetings with AVL and other attendees required by AVL to report on progress, schedule adherence, issues encountered, decisions needed from AVL, and to respond to input presented during these meetings during this Construction phase of the project.
- Prepare a 100% set of Construction Document drawings and specifications to be used for final review AVL. These plans will be generated from a three-dimensional BIM model, using AutoDesk Revit 2021 software. The drawings will be stamped and signed by appropriate design professionals registered to practice in the State of North Carolina. It is assumed three (3) full sets of hardcopy documents will be required using “E”-size drawings (30”x42”).
- It is anticipated there will be a total of eight (8) meetings during this phase, inclusive of the CMaR meetings.

B. Obtain necessary approvals from appropriate code officials.

C. Provide AVL with PDF and CAD files of Construction Documents

6.4 Bidding and Award Assistance

A. Prepare document packages (Construction Documents) to reflect the specific requirements of AVL. The Construction Documents will be made available in electronic format or as required by AVL.

- Attend one (1) CMaR-led “pre-proposal” market engagement conference at AVL to assist CMaR in presenting the project to interested parties and to record contractors’ and sub-contractors’ questions. Assist CMaR in conducting a site walk of the project area to allow the contractors and subcontractors to observe the existing conditions and to ask questions regarding their observations. Prepare written responses to questions that require additional information not available at the time of the pre-bid conference and distribute the responses to the CmaR.
- Answer questions from potential subcontractors concerning the Construction Documents. Prepare and issue up to five (5) addenda to the Construction Documents to clarify, modify, or correct the Construction Documents. Answer questions and provide technical advice to AVL concerning the Bid Documents.
- Assist CMaR in reviewing the subcontractor proposals with AVL and answer AVL’s questions concerning the apparent results if required.

6.5 Construction Administration Services

Administration/Project Management - The CONSULTANT shall provide the following professional services including administration/project management, and construction administration during the construction of the PROJECT.

- A. Consultation: CONSULTANT shall provide input to AVL during construction, including attendance at the CMAr's pre-construction conference and final inspection conference.
- B. Weekly Meetings: For the duration of the PROJECT (estimated at 52 weeks), a weekly, two-hour (estimated) meeting led by the CMAr will be attended by the CONSULTANT, with anticipated participation by AVL, and various technical leads including Architectural, Site, Structural, Mechanical, Plumbing, Electrical, Code/Life Safety, Elevator/Escalator, Lighting, and Signage/Wayfinding. Note: Not all technical leads will participate in all the meetings. See project coordination summary table below. Meeting attendance will be by video or audio conference for the majority of attendees. The number of anticipated meetings can be found in the Project Coordination Summary table below.
- D. Site Visits: CONSULTANT's Project Manager, Project Engineer, or technical lead shall make visits to the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe the progress and adherence to the Contract Documents of the various aspects of the CONTRACTOR(s)' work. It is anticipated that the Project Manager, the Project Engineer, or technical lead will visit the site as required, estimated to be twice a month. The number of anticipated visits can be found in the Project Coordination Summary table below.
- E. Shop Drawing and Requests for Information (RFIs): CONSULTANT, with support of CMAr and subconsultants, shall review and take other appropriate action with respect to Shop Drawings, RFIs, Material Submittals, Samples and other data which the CONTRACTOR(s) are required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed PROJECT as indicated in the Contract Documents. Such reviews, approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incidental thereto which shall be the direct responsibility of the CMAr. For the purposes of this scope of work, a maximum of 200 individual shop drawings and 300 RFI reviews are anticipated.
- F. A Construction Materials Testing and Inspection Services will be obtained under a separate agreement by AVL. The CONSULTANT shall coordinate with the Resident Project Representative (RPR) (not part of this agreement) regarding Code-Required Special Inspections as identified in the conformed construction contract documents.

PROJECT COORDINATION SUMMARY

DISCIPLINE	TASK			
	Pre-Construction Meeting	Weekly Coordination Meetings	Periodic Site Visits	Substantial Completion/Final Inspection/Punch List *
Project Manager	1	52	24	2
Project Engineer	1	52	24	2
Architectural	1	26	12	2
Structural	1	26	12	2
Mechanical	1	16	8	2
Electrical		16	8	2
Plumbing/FP		16	8	2
Site/Civil	1	26	12	2
Specialty Lighting		8	2	2
Signage		8	2	2

- B. Construction Observation And Management - Construction observation and management services shall follow Section 6.5. Additional staff provided by CMar. Full-time RPR not included in this agreement)
- Applications for Payment: Based on 1) CONSULTANT’s on-site observations of work progress; 2) information provided by the RPR and CMar; 3) review of the applications by CONSULTANT and CMar for payment including the accompanying data and schedules:
 - CONSULTANT shall review the CMar’s determination regarding the amounts owing the CONTRACTOR(s) and CMar’s recommendation in writing payments to CONTRACTOR(s) in such amounts. Such recommendations of payment will constitute a representation to the SPONSOR based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the CONSULTANT and CMar’s knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as to a functioning whole prior to, or upon, Substantial Completion, to the results of subsequent tests called for in the Contract Documents and other qualifications stated in the recommendation).

- By reviewing CMAr's recommendation on any payment, CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examination have been made by CONSULTANT to check the quality or quantity of CONTRACTOR(s) work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in the Agreement and the Contract Documents. CONSULTANT agrees that they will exercise reasonable professional judgement in verifying that the adherence to the Contract Documents and quantity of the work meets requirements of the Contract Documents for which CMAr and CONTRACTOR(s) are contractually responsible. CONSULTANT's review CMAr's payment recommendations of CONTRACTOR(s)' work will not impose on CONSULTANT responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, direct, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR(s) compliance with laws, rules, regulations, ordinances, codes, or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purpose any CONTRACTOR has used the monies paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to SPONSOR free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between SPONSOR, CMAr and CONTRACTOR(s) that might affect the amount that should be paid.

6.6 Project Closeout

- A. Record Plans: Review and comment on the Record Plans, as prepared and furnished by the CMAr for the completed project, to the SPONSOR. Copies will also be provided to the federal and state funding agencies, if required. The record plans must be supplied as a requirement of the contract. These plans will show the completed construction per the inspector's and contractor's records. They are, however, not to be construed as being 100 percent accurate. CONSULTANT will update Revit files to reflect approved changes in work and information recorded by CMAr in field.
- B. Construction Testing and Quality Control Report and Final Special Inspections Report: Review the final Construction Testing and Quality Control Report for the completed project and the summary of Special Inspections for the SPONSOR and advise CMAr. This report should provide a summary of the documented results of Quality Control Testing and Special Inspections completed over the course of the project.

BASIC ASSUMPTIONS

The following assumptions form the basis of this scope of work. Any changes to the following assumptions will be considered a change in project scope and may require a change in the project budget:

1. The estimated parking garage project budget (design and construction) based upon discussions with AVL is \$40,000,000.00.
2. Application, review, and permit fees will be the responsibility of the AVL.
3. Design, review and permitting through the Army Corp of Engineer's is not included/anticipated.
4. No wetland impacts or associated permitting are anticipated in this program.
5. The design of the future intersection at New Airport Road and Fanning Bridge Road is not included.
6. Planning for future intersection improvement at New Airport Road and Fanning Bridge Road will be coordinated with NCDOT.
7. This contract provides services only through the bidding, award, and Construction Administration. Construction duration is estimated to be:

February 26, 2025

- a. Lower Parking Lot (6 months)
 - b. Terminal Loop Road (9 months)
 - c. Parking Garage (12 months)
 - d. Lower Parking Lot assumed to require one re-bid based on previous AVL bidding experience.
8. Resident Project Representation (RPR) and Special Inspections are not included.
 9. The scope of work assumes project delivery will be design-bid-build for the lower daily parking lot and construction manager at risk (CMaR) for the terminal loop road and new parking garage project.

DELIVERABLES

1. Task 3: Lower Daily Parking Lot Rehabilitation/Reconfiguration Design
 - o 30% (Schematic) Design
 - o 60% Design
 - o 100% (Bid) Documents
2. Task 4: Terminal Loop Road System/Parking Garage Planning and Programming
 - o Draft Summary Report and associated graphics
 - o Final Summary Report and associated graphics
3. Task 5: Terminal Loop Road – Phase 1 Design
 - o 30% (Schematic) Design
 - o 60% Design
 - o 100% (Bid) Documents
4. Task 6: New Parking Garage Design
 - o 30% (Schematic) Design
 - o 60% Design
 - o 100% (Bid) Documents

SCHEDULE

1. Task 3: Lower Daily Parking Lot Rehabilitation/Reconfiguration Design
 - o 6 months from NTP
2. Task 4: Terminal Loop Road System/Parking Garage Planning and Programming
 - o 9 months from NTP
3. Task 5: Terminal Loop Road – Phase 1 Design
 - o 9 months from completion of Task 4 and/or Task 5 NTP
4. Task 6: New Parking Garage Design
 - o 12 months from completion of Task 4 and/or Task 6 NTP

EXHIBIT 'B' FEE SUMMARY

Lower Daily Parking Lot, Parking Garage, and Entrance Road Program

Greater Asheville Regional Airport Authority

February 2025



FEE SUMMARY

	DESIGN / PLANNING SERVICES	
1. DIRECT TECHNICAL LABOR	\$2,379,250.00	
2. DIRECT EXPENSES	\$159,064.00	
3. SUBCONSULTANT COSTS	\$2,426,004.00	
Walker Consultants	\$ 303,600.00	
Gresham Smith Architect	\$ 1,499,474.00	
Aulick Engineering (AE)	\$ 294,330.00	
Clearwater Environmental Consultants	\$ 4,600.00	
Connico	\$ 138,300.00	
S&ME	\$ 108,200.00	
Ed Holmes & Associates Land Surveyors	\$ 77,500.00	
4. TOTAL FEE ESTIMATE	\$4,964,318.00	
5. TOTAL LUMP SUM FEE FOR ALL SERVICES		\$4,964,318



3545 Whitehall Park Drive
Suite 425
Charlotte, NC 28273
704.247.6230

May 6, 2024

Mr. Robert Overby, PE
Aviation Design Manager
McFarland Johnson
Via Email

Re: *Parking Structure Consulting and Design
Asheville Regional Airport - New Parking Structure
Asheville, NC
Walker Proposal Number 19-001550.00*

Dear Bob:

At your request, Walker Consultants (Walker) is pleased to submit this proposal for your review, and we are thrilled to be part of the McFarlan Johnson team.

Project Understanding

McFarland Johnson has asked Walker to provide parking structure planning, programming, and design services for the new parking structure at the Asheville Regional Airport. The parking structure is expected to be precast and provide approximately 1300 spaces and possibly include a Ground Transportation Center. Specifically, McFarland Johnson has requested fees for two possible Workload Splits.

Walker's scope of work for the first workload split option would include Parking Garage Planning and Programming to include data collection and existing conditions survey, a parking study, a master planning and conceptual parking study, parking garage structural design through the Schematic Design Phase, parking stall striping layouts, wayfinding and parking access and revenue control design, and Construction Administration services. Also included in this workload split are Walker reviews of the construction documents at the completion of the Design Development Phase and at 50% completion of the Construction Document Phase.

The second workload split scope of services would add the Design Development, Construction Document, Bidding, and full Construction Administration Phases for the parking structure design.

Scope of Services

Workload Split 1:

Task 4 – Parking Structure Planning and Programming

General

1. Meet with the Project Team to clarify study objectives, define the project goals, review the work plan, and confirm schedule.

2. Assist McFarland Johnson with the Terminal Drive Reconfiguration to determine its impact on pickup and drop-off curb operations and how it will affect entering/exiting the existing parking structure and the proposed new parking structure.
3. Assist McFarland Johnson with the design of Parking and Access Revenue Control equipment needed for the new lower parking lot.
4. Attend virtual and in-person project coordination meetings.

Data Collection and Existing Conditions Inventory

1. Obtain pertinent information provided by McFarland Johnson, the Airport, and the rental companies regarding airport flight schedules, parking, rental car, and airport shuttle operations such as, but not limited to:
 - a. Original construction drawings and previous reports for the existing structured and surface parking including any improvements.
 - b. Structured and surface parking occupancy area layouts.
 - c. Parking utilization reports including, hourly, daily, monthly transaction data and occupancies for the previous 3-5 year time as appropriate considering the recent pandemic.
 - d. Terminal planning and site control documents currently developed or planned in near-term.
 - e. Current and projected passenger growth enplanement data.
 - f. Current RAC companies contact information.
 - g. RAC tenant allocations of service positions and office areas.
 - h. Current allocation and layout of space for each company including number of Ready, Premium Ready, and Return parking spaces.
 - i. Rental car agency daily transaction data for previous 3 to 5 yrs as appropriate considering the recent pandemic. Including transaction durations.
 - j. Quantities of existing service support facilities such as fueling, car wash, maintenance, overflow storage, and stacking/staging areas.
 - k. Employee parking needs
2. Perform site visits to observe operations and verify any information needed. We would look to observe a typical weekday and weekend day in addition to heavy arrival and departure days.

Parking Study

Using the information obtained in Task 1, assist McFarland Johnson to develop a comprehensive report that will identify the short term (1 year), mid-term (5 years) and long-term (10 years) needs for public and rental car parking. Parking products to be included are hourly, short term, long term, structured, cell phone waiting area, ground transportation center, employee parking and the addition of premium or valet parking services. Study elements include:

1. Correlation of flight schedule and parking data to develop existing parking demand ratios for identified user groups.
2. Future parking needs projections based on projected enplanement levels.
3. Summary of projected future parking adequacy and phasing, etc.
4. Evaluation of existing and future parking access.

5. Consideration and evaluation of proposed structured parking expansion for location and internal function. Include interaction with existing structured and rental car parking.
6. Providing electric vehicle implementation recommendations for each parking product type.
7. Assisting with Capital Improvement Planning for structured parking improvements for mid - long term and end of life planning.
8. Assisting McFarland Johnson identify applicable local, state, and federal design guidelines, standards and permitting requirements.
9. Providing a draft report in electronic format that describes our findings, conclusions, and recommendations for Foth review.
10. Preparation of a draft study summarizing Walker's findings.
11. Meeting with McFarland Johnson and the Airport to review and discuss report comments and incorporate as needed.
12. Assisting McFarland Johnson with preparation of a final report in electronic format.

Master Planning/Concept Design

1. Participate in master planning to assist in developing concepts for the parking. Advise on construction options, delivery options, curb front operations, inclusion of a ground transportation center, and other considerations that will impact the project design, schedule, and cost.
2. Review any conceptual parking designs that have been prepared to date.
3. Develop conceptual functional designs for up to three parking scenarios designed to accommodate future parking demand needs including vehicle circulation, accessibility, geometrics, ingress and egress. The conceptual functional design will include striping layout, equipment lanes and configurations, roadway connections, likely grid structure, and stair/elevator locations.
4. Prepare a queuing analysis to recommend quantity of ingress/egress lanes and queuing areas.
5. Prepare a concept drawing in AutoCAD format.
6. Meet with client to discuss the recommended concept.
7. Finalize the concept based on discussion with the client.
8. Provide a range of magnitude parking structure construction cost estimate for the final conceptual design.

Task 6 – Parking Structure Design

General

1. Meet with the Project Team to establish project schedule and requirements.
2. Attend virtual and in-person project coordination meetings. (Number of meetings TBD)
3. Submit Schematic Design documents to McFarland Johnson for review. We will provide 100% submittal in PDF format.

Functional Consulting

1. Evaluate and provide input to the project team in terms of:
 - a. Site access/egress – connection from roads to parking.
 - b. Parking area functional design – efficiency and circulation.
 - c. Parking access/egress – capabilities, queuing, turning radii.
 - d. Regulations for disabled (accessible) parking.

2. Assist the project team in refinement of the conceptual parking concept. Specific items include:
 - a. Parking bay sizes.
 - b. Coordination with preliminary structural grid.
 - c. Entry/exit lane location and count.
 - d. Coordination with preliminary stair/elevator locations.
 - e. Striping layout.
 - f. Car counts.
 - g. Accessible spaces.
 - h. Pedestrian paths of travel.
3. The schematic parking layouts will include the elements listed above.

Structural Design

1. Prepare Schematic Design documents that will include a preliminary column grid along with the type and preliminary size of the lateral load carrying systems. Major structural elements including preliminary footings, columns, beams, and shear walls will be located.
2. Review Geotechnical Report and provide comments as required.
3. Finalize Schematic Design drawings based on input from the project development team.
4. Perform peer design reviews of the calculations and 100% Design Development and 50% Construction Document structural drawings developed by others. Our deliverable will be marked up pdfs and/or sketches.

Functional Design

1. Update Schematic Design plans, as needed, to keep parking structure plans in line with structural, architectural, and functional design intent.
2. Provide Construction Document level parking functional floor plans. Additional information will include:
 - a. Coordination with location of stairs and elevators.
 - b. Location and geometrics of ADA stalls.
 - c. Location and signage for electrical vehicle (EV) stalls, if desired.
 - d. Entry/exit geometries including provisions for equipment, as needed.
3. Provide sign location and text for vehicular wayfinding and regulatory signage in parking areas.
4. Provide ground, typical, and top tier plans showing overall dimensions, bay sizes, striping layout, stair locations, floor slopes, floor drains, other pertinent detail locations, and car count.
5. Indicate proposed locations of accessible parking spaces for persons with disabilities and EV charging spaces.
6. Provide technical specifications for striping, signage, parking equipment, and EV charging stations.
7. Meet with members of the design team, as appropriate, to continue to coordinate the design of the parking structure with the other portions of the project.

Construction Administration

1. Attend one in-person pre-bid meeting.
2. Virtually attend up to 26, 2-hour construction progress meetings.
3. Perform up to 12, 2-day site visits for a preconstruction meeting and regular site visits.

4. After coordination review by the appropriate contractors, review and approve striping, signage, PARCS, and EV Charger shop drawings and submittals for compliance with design intent. We assume that submittals will be in PDF electronic format.
5. Answer applicable contractor and sub-contractor requests for information (RFI) regarding Walker designed work.
6. Adjust the construction documents as required for clarification, coordination, and/or correction. Walker will submit these documents to McFarland Johnson for issuance as needed.
7. Assist the design team as needed to resolve questions and issues regarding the structural design during construction.
8. Review the Walker Team-designed work for final acceptance after the contractor has indicated substantial completion and submitted their punch list of remaining work items. Perform 2, 2-day walkthroughs of the site and prepare supplements to the contractor-provided punch list for Walker Team-designed portions of the structure. One site visit will be at substantial completion and one site visit will be for final acceptance.

Workload Split 2:

Task 4 – Parking Structure Planning and Programming

General

1. Meet with the Project Team to clarify study objectives, define the project goals, review the work plan, and confirm schedule.
2. Assist McFarland Johnson with the Terminal Drive Reconfiguration to determine its impact on pickup and drop-off curb management and how it will affect entering/exiting the existing parking structure and the proposed new parking structure.
3. Assist McFarland Johnson with the design of any Parking and Access Revenue Control equipment needed for the new lower parking lot.
4. Attend virtual and in-person project coordination meetings.

Data Collection and Existing Conditions Inventory

1. Obtain pertinent information provided by McFarland Johnson, the Airport, and the rental companies regarding airport flight schedules, parking, rental car, and airport shuttle operations such as, but not limited to:
 - a. Original construction drawings and previous reports for the existing structured and surface parking including any improvements.
 - b. Structured and surface parking occupancy area layouts.
 - c. Parking utilization reports including, hourly, daily, monthly transaction data and occupancies for the previous 3-5 year time as appropriate considering the recent pandemic.
 - d. Terminal planning and site control documents currently developed or planned in near-term.
 - e. Current and projected passenger growth enplanement data.
 - f. Current RAC companies contact information.
 - g. RAC tenant allocations of service positions and office areas.

- h. Current allocation and layout of space for each company including number of Ready, Premium Ready, and Return parking spaces.
 - i. Rental car agency daily transaction data for previous 3 to 5 yrs as appropriate considering the recent pandemic. Including transaction durations.
 - j. Quantities of existing service support facilities such as fueling, car wash, maintenance, overflow storage, and stacking/staging areas.
 - k. Employee parking needs
2. Perform one site visit to observe operations and verify any information needed.

Parking Study

Using the information obtained in Task 1, assist McFarland Johnson to develop a comprehensive report that will identify the short term (1 year), mid-term (5 years) and long-term (10 years) needs for public and rental car parking. Parking products to be included are hourly, short term, long term, structured, cell phone waiting area, ground transportation center, employee parking and the addition of premium or valet parking services. Study elements include:

1. Correlation of flight schedule and parking data to develop existing parking demand ratios for identified user groups.
2. Future parking needs projections based on projected enplanement levels.
3. Summary of projected future parking adequacy and phasing, etc.
4. Evaluation of existing and future parking access.
5. Consideration and evaluation of proposed structured parking expansion for location and internal function. Include interaction with existing structured and rental car parking.
6. Providing electric vehicle implementation recommendations for each parking product type.
7. Assisting with Capital Improvement Planning for structured parking improvements for mid - long term and end of life planning.
8. Assisting McFarland Johnson identify applicable local, state, and federal design guidelines, standards and permitting requirements.
9. Providing a draft report in electronic format that describes our findings, conclusions, and recommendations for Foth review.
10. Preparation of a draft study summarizing Walker's findings.
11. Meeting with McFarland Johnson and the Airport to review and discuss report comments and incorporate as needed.
12. Assisting McFarland Johnson with preparation of a final report in electronic format.

Master Planning/Concept Design

1. Participate in master planning to assist in developing concepts for the parking. Advise on construction options, delivery options, curb front operations, inclusion of a ground transportation center, and other considerations that will impact the project design, schedule, and cost.
2. Review any conceptual parking designs that have been prepared to date.
3. Prepare a concept for the structure. Concept will include ingress and egress patterns, equipment lanes and configurations, roadway connections, likely grid structure, and stair/elevator locations.
4. Prepare a queuing analysis to recommend quantity of ingress/egress lanes and queuing areas.

5. Prepare a concept drawing in AutoCAD format.
6. Meet with client to discuss the recommended concept.
7. Finalize the concept based on discussion with the client.
8. Provide a range of magnitude parking structure construction cost estimate for the final conceptual design.

Task 6 – Parking Structure Design

Schematic Design

General

1. Meet with the Project Team to establish project schedule and requirements.
2. Attend virtual and in-person project coordination meetings. (Number of meetings TBD)
3. Submit Schematic Design documents to McFarland Johnson for review. We will provide 100% submittal in PDF format.

Functional Consulting

1. Evaluate and provide input to the project team in terms of:
 - a. Site access/egress – connection from roads to parking.
 - b. Parking area functional design – efficiency and circulation.
 - c. Parking access/egress – capabilities, queuing, turning radii.
 - d. Regulations for disabled (accessible) parking.
2. Assist the project team in refinement of the current parking concept. Specific items include:
 - a. Parking bay sizes.
 - b. Coordination with preliminary structural grid.
 - c. Entry/exit lane location and count.
 - d. Coordination with preliminary stair/elevator locations.
 - e. Striping layout.
 - f. Car counts.
 - g. Accessible spaces.
 - h. Pedestrian paths of travel.
3. The schematic parking layouts will include the elements listed above.

Structural Design

1. Prepare Schematic Design documents that will include a preliminary column grid along with the type and preliminary size of the lateral load carrying systems. Major structural elements including preliminary footings, columns, beams, and shear walls will be located.
2. Review Geotechnical Report and provide comments as required.
3. Finalize Schematic Design drawings based on input from the project development team.

Design Development

General

1. Based on approval of the Schematic Design Drawings, advance the drawings to Design Development Level.
2. Attend virtual and in-person project coordination meetings.
3. Submit Design Development documents to McFarland Johnson for review. We will provide 100% submittal in PDF format.

Functional Consulting

1. Update plans, as needed, to keep garage plans in line with structural, architectural, and functional design intent.
2. Provide Design Development level parking functional floor plans. Additional information will include:
 - a. Coordination with location of stairs and elevators.
 - b. Location and geometrics of ADA stalls.
 - c. Location and signage for electrical vehicle (EV) stalls, if desired.
 - d. Entry/exit geometries including provisions for equipment, as needed.
3. Provide sign location and text for vehicular wayfinding and regulatory signage in parking areas.
4. Provide ground, typical, and top tier plans showing overall dimensions, bay sizes, striping layout, stair locations, floor slopes, floor drains, other pertinent detail locations, and car count.
5. Indicate proposed locations of accessible parking spaces for persons with disabilities and EV charging spaces.
6. Provide technical specifications for striping, signage, parking equipment, and EV charging stations.
7. Meet with members of the design team, as appropriate, to continue to coordinate the design of the parking structure with the other portions of the project.

Structural Design

1. Prepare Design Development documents for the parking structure. The documents will consist of project requirements, Basis of Design durability and design criteria for the precast superstructure, specifications, and design drawings (floor plans and details) including:
 - a. Typical supported and top tier plans with key dimensions and critical detail locations.
 - b. Foundation information
 - c. Preliminary tee, beam, and column sizes.
 - d. Shear wall and light wall locations.
 - e. Typical sections and details.
 - f. Preliminary expansion joint locations, as applicable.
2. Provide a structural BIM model to other design team members.
3. Submit Design Development documents to client for review at 50% and 100% milestones.
4. Participate with design team for preliminary coordination of construction logistic issues.
5. Coordinate with all other design disciplines items affecting the structural precast design of the building.
6. Respond to feedback and provide revised documents.

Construction Documents

Based on approval of the Design Development drawings, advance the structure design and construction documents to completion.

1. Advance the design and construction documents to completion. Prepare final construction drawings and specifications for structural (foundations and superstructure), functional, waterproofing, graphics/signage, parking access and revenue equipment, and EV charging stations.
 - a. Technical specifications will be coordinated with front end specifications provided by McFarland Johnson.
2. Provide updated BIM model as needed.
3. Assist as needed in obtaining approvals from appropriate code officials.
4. Submit up to two Construction Document progress sets for review and approval.
5. Provide the necessary sealed drawings for bidding, permit, and approval.
6. Bi-weekly virtual and in-person meetings are included in this phase.

Bidding

1. Attend pre-bid conference for the parking structure to address questions related to Walker's scope of work, if needed.
2. Respond to questions that arise from contractors during the bidding process.
3. Where requested, provide bid analysis in evaluating bids for relevant services.
4. Revise Construction Documents and provide a full set suitable for construction.

Construction Administration

1. Attend one in-person pre-bid meeting.
2. Virtually attend up to 26, 2-hour construction progress meetings.
3. Perform up to 12, 2-day site visits for a preconstruction meeting and regular site visits.
4. After coordination review by the appropriate contractors, review and approve precast, parking structure waterproofing, striping, signage, PARCS, and EV Charger shop drawings and submittals for compliance with design intent. We assume that submittals will be in PDF electronic format.
5. Answer applicable contractor and sub-contractor requests for information (RFI) regarding Walker designed work.
6. Adjust the construction documents as required for clarification, coordination, and/or correction. Walker will submit these documents to McFarland Johnson for issuance as needed.
7. Assist the design team as needed to resolve questions and issues regarding the structural design during construction.
8. Review the Walker Team-designed work for final acceptance after the contractor has indicated substantial completion and submitted their punch list of remaining work items. Perform 2, 2-day walkthroughs of the site and prepare supplements to the contractor-provided punch list for Walker Team-designed portions of the structure. One site visit will be at substantial completion and one site visit will be for final acceptance.

Schedule

Walker understands that the project is expected to start as early as August of 2024 or as late as October 2024. The parking structure planning and programming phase is expected to last nine months from receiving notice to proceed and the parking structure design is expected to take twelve months from notice to proceed. Walker is committed to meeting those milestone deliverable durations and will meet all reasonable and mutually agreeable intermediate deliverable dates.

Professional Fee

Walker proposes to perform the scope of services as described above in accordance with the attached General Conditions of Agreement for Design Services for a lump sum fee plus reimbursable expenses as indicated below. A detailed breakdown of these fees is included as an attachment to this proposal.

Workload Split 1	Proposed Fee
1. Task 4 - Parking Structure Planning and Programming	\$ 60,000
2. Task 6 – Parking Structure Design	\$235,000
3. Reimbursable Expenses	\$ 8,600
Total Lump Sum Fee Proposed	\$303,600

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.



WORKLOAD SPLIT 1

PROPOSAL BUDGET

Project Description:

Parking Consulting and Design, Asheville Regional Airport - New Parking Structure

Date:

May 2, 2024

TASK DESCRIPTION	BUDGET HOURS						Total
	Walker Principal	Walker Project Mgr/Consultant	Walker Engineer	Walker Analyst	Walker Technician	Walker Admin	
Task 4 - Parking Structure Planning and Programming							
General		24		24			48
Data Collection and Existing Conditions Survey		24		48			72
Parking Study	2	40		60		8	110
Master Planning/Concept Design	2	24			32		58
Task 4 Total Hours:	4	112	0	132	32	8	288
Hourly Rate :	\$290.00	\$235.00	\$215.00	\$195.00	\$165.00	\$140.00	N/A
TASK 4 TOTAL LABOR COST	\$1,160	\$26,320	\$0	\$25,740	\$5,280	\$1,120	\$59,620
Task 6 - Parking Structure Design							
Functional Consulting	8	175	40		120		343
Structural Design	8	220	152				380
Functional Design							0
Construction Administration		124	221				345
Task 6 Total Hours	16	519	413	0	120	0	1068
Hourly Rate :	\$290.00	\$235.00	\$215.00	\$165.00	\$165.00	\$140.00	N/A
TASK 6 TOTAL LABOR COST	\$4,640	\$121,965	\$88,795	\$0	\$19,800	\$0	\$235,200

Travel and Per Diem

Lodging	\$0	\$2,800					\$0
Meals	\$0	\$1,050	\$0	\$0			\$1,050
Transportation single trip 130 miles @.67	\$0	\$1,036	\$0	\$0			\$1,036
Subtotal							\$4,886
Other reimbursables							\$750
Subtotal							\$7,472
TOTAL REIMBURSABLE COSTS (includes 15% markup)							\$8,600

Total Lump Sum Fee \$303,420



April 18, 2024

Robert Overby, PE
McFarland Johnson

Subject: AVL On-Call Task Order 1 - Design Fee
Parking Garage
Asheville Regional Airport
Gresham Smith Project No. TBD

Dear Robert:

We are pleased to submit this fee proposal for Architectural Design services for the Terminal Loop Road System enhancements and new Parking Garage Project at Asheville Regional Airport. The delivery method for this project will be Construction Manager At-Risk (CMR) and will be led by McFarland Johnson (MJ). Gresham Smith's scope of services for this project will be providing architecture, interior design, coordination with additional team members, CMR coordination, and Construction Contract Administration Services.

Project Scope

Parking Garage Design:

GS Assumes the Garage will be constructed as a precast Structure. A change to cast-in-place needs to account for a modification to the scope and fee produced below.

GS will coordinate with the design team to develop Architectural features for the new Parking Garage and coordinate sizing, location and system requirements with GARAA and the design team. Tasks will include:

- Review and Coordinate general Permitting/Code requirements
- Develop Life Safety Plans
- Design Architectural Features for Building envelope and Vertical circulation Towers

Genuine Ingenuity

919 East Main Street
Suite 1200
Richmond, VA 23219
804.788.0710

GreshamSmith.com



- Design Vertical Circulation Elevators and Stairs
- Coordinate Structural/MEP/SS/FP design with architecture
- Permitting Assistance

Deliverables will include:

- Conceptual Design
 - Permitting/Code Review worksheet
 - Applicable Presentations/renderings
 - Preliminary plans and elevations
- Schematic Design
 - Refined drawing set
 - Project information sheet
 - Preliminary Life Safety Plans
 - Plans/elevations/Building Sections
 - Outline Specifications
- Design Development
 - Preliminary Specifications
 - Drawing set
 - Life Safety plans
 - Plans/Sections/Elevations/Details
- Construction Documents
 - IFC Specifications
 - IFC Drawing Set
- Construction Administration Services
 - Submittal Review
 - Attendance at pre-construction conference
 - Attendance at weekly construction meetings (up to 26 2-hour Microsoft Teams calls)
 - Period Site Visits with associated site visit report (up to 12 site visits)
 - Substantial Completion/Final Inspection/Punch List

Assumptions

- All BIM management is handled by others including, clash detection. We assume only needing to achieve LOD 300 for construction documents while utilizing the latest version of BIM at the start of the project. It is also assumed that all other disciplines will be in BIM except for Civil, which will be all in Civil 3D.
- Waterproofing design is by others and no coordination is needed from Gresham Smith
- The CMR RFQ will be written by others and no coordination is needed from Gresham Smith



- The Owner-CMR agreement will be written by others and no coordination is needed from Gresham Smith
- All durations of milestone phases and number of meetings (virtual and in-person) are per email correspondence with McFarland Johnson. In person meetings are assumed at 8 hours per meeting, per individual which includes travel time.
- Construction administration will be handled via Newforma and managed by McFarland Johnson
- A custom perforated pattern will be applied to metal screen wall on all facades of the parking garage
- As-built construction documents will be handled by the contractor and record documents will be distributed by the design team. This does include a record BIM model.
- No renderings are included beyond the design development phase
- Phasing is handled by the CMR and the project will be a single turnover
- There may be work packages for CMR buyout purposes, however, all Gresham Smith scope is assumed in a single work package
- This fee is established as lump sum fee inclusive of travel expenses being direct. The fee utilized the individual hourly rates that were established for the RFQ

Exclusions

- Vehicular Tie-ins to Existing Parking Garage
- Pedestrian Tie-ins to Terminal/Existing Garage
- Vehicular/Pedestrian Striping Plans
- Wayfinding – Garage, Curbside, Entryway, Terminal, Overhead Roadway
- Entrance Roadway Monuments
- Coordination with Current Terminal Project
- Subconsultant Management
- Coordination with FAA
- Environmental
- Material Testing and inspections
- Blast protection or threat analysis
- Any certification program (LEED, Green Globes, etc..)

Gresham Smith Project No.		Estimated Task + Hour Breakdown														
Task Order No.: 01		In-person Meetings	Project Executive	Senior Architect	Project Manager	Architect	Project coordinator	Interior Designer							Admin	subtotal
Refer to attached proposal for description of work.																
Task 4																
Conceptual Design																
Code Review																
Presentations/Renderings																
Preliminary Plans and Elevations																
Desing Team/AVL Coordination meetitngs																
In-person meetings																
Task 6																
6.1 - Schematic Design																
Code Requiremens development and Life Safety Plans																
Further plan development Plans/Sections/Elevations																
Building envelope Systems Development																
Vertical Circulation Locations and Sizing																
Outline Specifications																
Design Team/AVL Coordination Meetings/CMR Meetings																
In-person meetings																
6.2 - Design Development																
Advance Plans/Sections/Elevations																
Coordination and Refinement of Life Safety Plans																
Preliminary Specifications																
Coordination and Refinement of Verticalll Circulator																
Design Team/AVL Coordination Meetings/ CMR Meetings																
In-person meetings																
6.3 - Construction Documents																
IFC Drawing set																
IFC Speificaitons																
Design Team/AVL Coordination Meetings/ CMR Meetings																
In-person meetings																
6.4 Bidding and Award Assistance																
Coordination Of CMaR Set of Drawings																
Respond to Request for Information																
Assist CMaR in Proposal Review																
In-person meetings																
6.5 Construction Contract Administration																
OAC Meetings																
Site Visits																
Submittals/RFIs																
Substantial completion/Punch Walk/Record documents																
Subtotal																
TOTAL Gresham Smith Design Basic Services Hours			156	402	1281	2260	2560	604	0	0	0	0	0	0	288	
Subtotal Gresham Smith FEE			\$ 57,720	\$ 108,540	\$ 371,490	\$ 422,620	\$ 396,800	\$ 106,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,000	
Subtotal Effective Hourly Rate			\$370	\$270	\$290	\$187	\$155	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$125	
TOTAL FEE																\$ 1,499,474



ULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

LOWER DAILY LOT
STORMWATER MANAGEMENT, EROSION CONTROL, AND DRAINAGE DESIGN SERVICES

SCOPE AND FEE PROPOSAL
PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE					
<p>The scope of work for the project is to provide stormwater, drainage, and erosion control design services that meet Federal, State, and Local requirements. This project entails the approximate 8-acre Lower Daily Lot as emailed from Robert Overby on 3/21/24 and 4/29/24. Deliverables include providing a three-phase ES&PCP plan via PDF (and AutoCAD), stormwater management design via PDF (and AutoCAD), stormwater management report via PDF, and drainage design. The individual tasks included in this scope of work are as detailed below with the associated man-hours.</p> <p>The Prime Consultant shall provide the following: local permitting coordination, project design files in AutoCAD format, grading, survey, geotechnical investigation, and environmental support including delineation of any state waters and determination of waters within 200ft of project limits, and any associated environmental permitting. Prime Consultant or the Owner shall pay all plan review fees and costs associated with reproduction and permitting fees.</p>					
MANHOURS - STORMWATER MANAGEMENT ANALYSIS & DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		28	0	27	1
Assess if exemptions apply under "deemed permitted" definition in the NC General Statute.	4	2		1	1
General Coordination with MF Staff and Owner	16	8		8	
Due Diligence & County/City Coordination	4	2		2	
Site Visit to Verify Field Conditions (Assume 2 Visits)	32	16		16	
<i>Perform Stormwater Analysis</i>		43	29	83	9
Calculate Exist. Drainage Areas, Land Uses, and Times of Conc.	8	2	2	4	
Calculate Prop. Drainage Areas, Land Uses, and Times of Conc.	8	2	2	4	
Perform Stormwater Quality (TSS) and Stormwater Quantity (Detention) Calculations	9	1	2	6	
Create Existing Conditions Hydrologic Models	7	1	2	4	
Coordinate and Determine Potential SCM Locations for Initial Grading Plan (Grading by MF)	8	2	2	4	
Create Proposed Conditions Hydrologic Models	9	1	2	6	
Perform Pre-Construction vs. Post-Construction Analysis	4	1	1	2	
Size Proposed Stormwater Control Measures (SCMs)	10	2	4	4	
Coordinate and Refine Proposed SCM Design with Per MF Grading and AE Drainage Plans	6	2		4	
Coordinate with Clearwater Environmental Consultants on Creek Impacts	4	2		2	
Write Stormwater Management Report	24	4	6	12	2
Coordinate and Revise per MF and Owner Design Changes	7	1	2	3	1
Internal Quality Control	8	8			
Prepare NCDENR (Raleigh) Applications and Deliver Plans (Assume 1 Initial + 2 Revisions)	10	3		6	1
Revise and Finalize per NCDENR (Raleigh) Comments	20	6	2	10	2
Prepare Quantities	11	2	2	6	1
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	5	1		4	
Review Stormwater Technical Specifications (Provided by Prime)	6	2		2	2
Sub-Total Manhours - Stormwater Design=	220	71	29	110	10

MANHOURS - DRAINAGE DESIGN						
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours	
<i>General Items</i>		0	0	0	0	
General Coordination with MF Staff and Owner	0	(Included in Stormwater Scope)				
<i>Perform Drainage Layout & Design</i>		54	82	138	4	
Review Drainage Area to Each Inlet	28	4	8	16		
Create Existing Conditions Model for Inlets, Pipes/Culverts, and Channels	44	4	16	24		
Create Proposed Conditions Model for Inlets, Pipes/Culverts, and Channels	48	8	16	24		
Size Inlets for Gutter Spread	10	4	2	4		
Design Drainage Pipes and Culverts for Design Storm Capacity	48	8	16	24		
Design Drainage Ditches, Including Checking Size and Stability	14	2	4	8		
Design Energy Dissipation at Outfalls	12	2	4	6		
Research and Propose Solutions for Creek Crossing	6	2	2	2		
Develop Pipe Profile and Pipe Data Sheets	40	8	8	24		
Internal Quality Control	10	8			2	
Design and Draft Drainage Detail Sheets	12	2	4	6		
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	6	2	2		2	
Review Drainage Technical Specifications (Provided by Prime)	0	(Included in Stormwater Scope)				
Sub-Total Manhours - Drainage Design=		278	54	82	138	4

MANHOURS - EROSION & SEDIMENT CONTROL DESIGN						
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours	
<i>General Items</i>		8	8	16	2	
Discipline Management and Coordination	18	8		8	2	
Site Visit to Verify Field Conditions (Assume 1 Visit)	16		8	8		
<i>Prepare Erosion & Sedimentation Control Plan</i>		39	47	94	17	
Design and Draft Erosion Control Plans & Details	46	4	16	24	2	
Design Riser Basins and Skimmer Basins for Sediment Storage	24	4	8	12		
Prepare Sediment & Erosion Control General Notes	6	1	1	4		
Coordinate and Revise per MF and Owner Design Changes	8	4		4		
Internal Quality Control	10	8			2	
Finalize Design and Draft Erosion Control Plan & Details	46	4	16	24	2	
Review, Sign, and Seal E&SC Plan	4	2			2	
Prepare NCDENR (Swannanoa) Applications	4	2			2	
Setup AccessDEQ Portal and Assist Airport with Signatures	6	1		4	1	
Submit NOI and All Plans on AccessDEQ	6	1		4	1	
Revise and Finalize per NCDENR (Swannanoa) Comments	20	4	4	10	2	
Prepare Quantities	11	2	2	6	1	
Review Erosion Control Technical Specifications (Provided by Prime)	6	2		2	2	
	0					
Sub-Total Manhours - Erosion & Sediment Control Design=		231	47	55	110	19

TOTAL HOURS - STORMWATER, DRAINAGE, EC=	729	172	166	358	33
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FEES - STORMWATER, DRAINAGE, & EC DESIGN					
Rates		Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates		\$ 220.00	\$ 170.00	\$ 135.00	\$ 120.00
Subtotal Fees		\$ 37,840.00	\$ 28,220.00	\$ 48,330.00	\$ 3,960.00

TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN =	\$ 120,850.00
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TOTAL FEE - STORMWATER ANALYSIS & DESIGN	=	\$	36,600.00
TOTAL FEE - DRAINAGE DESIGN	=	\$	44,930.00
TOTAL FEE - EROSION CONTROL DESIGN	=	\$	36,820.00
TOTAL FEE - OTHER DIRECT COSTS	=	\$	2,500.00
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$	120,850.00





ASHEVILLE REGIONAL AIRPORT (AVL)
 ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

LOWER DAILY LOT
 STORMWATER MANAGEMENT, EROSION CONTROL, AND DRAINAGE DESIGN SERVICES

SCOPE AND FEE PROPOSAL
 PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE
FOR IFE USE

MANHOURS - STORMWATER MANAGEMENT ANALYSIS & DESIGN

Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
General Items		0	0	0	0
Assess if exemptions apply under "deemed permitted" definition in the NC General Statute.	0				
General Coordination with MF Staff and Owner	0				
Due Diligence & County/City Coordination	0				
Site Visit to Verify Field Conditions (Assume 2 Visits)	0				
Perform Stormwater Analysis		0	0	0	0
Calculate Exist. Drainage Areas, Land Uses, and Times of Conc.	0				
Calculate Prop. Drainage Areas, Land Uses, and Times of Conc.	0				
Perform Stormwater Quality (TSS) and Stormwater Quantity (Detention) Calculations	0				
Create Existing Conditions Hydrologic Models	0				
Coordinate and Determine Potential SCM Locations for Initial Grading Plan (Grading by MF)	0				
Create Proposed Conditions Hydrologic Models	0				
Perform Pre-Construction vs. Post-Construction Analysis	0				
Size Proposed Stormwater Control Measures (SCMs)	0				
Coordinate and Refine Proposed SCM Design with Per MF Grading and AE Drainage Plans	0				
Coordinate with Clearwater Environmental Consultants on Creek Impacts	0				
Write Stormwater Management Report	0				
Coordinate and Revise per MF and Owner Design Changes	0				
Internal Quality Control	0				
Prepare NCDENR (Raleigh) Applications and Deliver Plans (Assume 1 Initial + 2 Revisions)	0				
Revise and Finalize per NCDENR (Raleigh) Comments	0				
Prepare Quantities	0				
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	0				
Review Stormwater Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Stormwater Design=	0	0	0	0	0

MANHOURS - DRAINAGE DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
General Coordination with MF Staff and Owner	0				
<i>Perform Drainage Layout & Design</i>		0	0	0	0
Review Drainage Area to Each Inlet	0				
Create Existing Conditions Model for Inlets, Pipes/Culverts, and Channels	0				
Create Proposed Conditions Model for Inlets, Pipes/Culverts, and Channels	0				
Size Inlets for Gutter Spread	0				
Design Drainage Pipes and Culverts for Design Storm Capacity	0				
Design Drainage Ditches, Including Checking Size and Stability	0				
Design Energy Dissipation at Outfalls	0				
Research and Propose Solutions for Creek Crossing	0				
Develop Pipe Profile and Pipe Data Sheets	0				
Internal Quality Control	0				
Design and Draft Drainage Detail Sheets	0				
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	0				
Review Drainage Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Drainage Design=		0	0	0	0

MANHOURS - EROSION & SEDIMENT CONTROL DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
Discipline Management and Coordination	0				
Site Visit to Verify Field Conditions (Assume 1 Visit)	0				
<i>Prepare Erosion & Sedimentation Control Plan</i>		0	0	0	0
Design and Draft Erosion Control Plans & Details	0				
Design Riser Basins and Skimmer Basins for Sediment Storage	0				
Prepare Sediment & Erosion Control General Notes	0				
Coordinate and Revise per MF and Owner Design Changes	0				
Internal Quality Control	0				
Finalize Design and Draft Erosion Control Plan & Details	0				
Review, Sign, and Seal E&SC Plan	0				
Prepare NCDENR (Swannanoa) Applications	0				
Setup AccessDEQ Portal and Assist Airport with Signatures	0				
Submit NOI and All Plans on AccessDEQ	0				
Revise and Finalize per NCDENR (Swannanoa) Comments	0				
Prepare Quantities	0				
Review Erosion Control Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Erosion & Sediment Control Design=		0	0	0	0

TOTAL HOURS - STORMWATER, DRAINAGE, EC=	0	0	0	0	0
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FEES - STORMWATER, DRAINAGE, & EC DESIGN						
Rates			Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates						
Subtotal Fees			\$ -	\$ -	\$ -	\$ -

TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN =	\$ -
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TOTAL FEE - STORMWATER ANALYSIS & DESIGN	=	\$	-
TOTAL FEE - DRAINAGE DESIGN	=	\$	-
TOTAL FEE - EROSION CONTROL DESIGN	=	\$	-
TOTAL FEE - OTHER DIRECT COSTS	=		
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$	-





ULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA
TERMINAL LOOP ROAD SYSTEM & PARKING GARAGE
PLANNING & PROGRAMMING ONLY
SCOPE AND FEE PROPOSAL
PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE

The scope of work for the project is to provide planning and permitting consulting for the Terminal Loop Road and Parking Garage. This project entails those two areas as emailed by Robert Overby on 3/21/24 and 4/29/24. Deliverables include a memorandum detailing permitting requirements and expected timelines for the various agencies. The individual tasks included in this scope of work are as detailed below with the associated man-hours.

The Prime Consultant shall provide the following: local permitting coordination, project design files in AutoCAD format, grading, survey, geotechnical investigation, and environmental support including delineation of any state waters and determination of waters within 200ft of project limits, and any associated environmental permitting. Prime Consultant or the Owner shall pay all plan review fees and costs associated with reproduction and permitting fees.

MANHOURS - PERMITTING REQUIREMENTS & TIMELINES

Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		14	0	14	2
General Coordination with MF Staff and Owner	8	4		4	
Due Diligence & County/City Coordination	6	2		2	2
Site Visit to Verify Field Conditions (Assume 1 Visit)	16	8		8	
<i>Research</i>		17	2	16	4
Research Permitting Requirements for Terminal Loop Road and Parking Garage	14	6		6	2
Work with MF Staff on Various Layouts and Stormwater / Drainage / Sediment & Erosion Control Impacts	16	4	2	8	2
Provide Feedback on Permitting Requirements & Timelines to MF Staff and Owner	4	2		2	
	0				
	5	5			
	0				
Sub-Total Manhours - Planning and Permitting =	69	31	2	30	6

FEES - STORMWATER, DRAINAGE, & EC DESIGN

Rates	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates	\$ 220.00	\$ 170.00	\$ 135.00	\$ 120.00
Subtotal Fees	\$ 6,820.00	\$ 340.00	\$ 4,050.00	\$ 720.00

TOTAL FEE - PLANNING= \$ 12,240.00

TOTAL FEE - PLANNING	=	\$	11,930.00
TOTAL FEE - OTHER DIRECT COSTS	=	\$	310.00
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$	12,240.00





ULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
 ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA
 TERMINAL LOOP ROAD SYSTEM & PARKING GARAGE
 PLANNING & PROGRAMMING ONLY
 SCOPE AND FEE PROPOSAL
 PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE FOR IFE USE

MANHOURS - PERMITTING REQUIREMENTS & TIMELINES					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
General Coordination with MF Staff and Owner	0				
Due Diligence & County/City Coordination	0				
Site Visit to Verify Field Conditions (Assume 1 Visit)	0				
<i>Research</i>		0	0	0	0
Research Permitting Requirements for Terminal Loop Road and Parking Garage	0				
Work with MF Staff on Various Layouts and Stormwater / Drainage / Sediment & Erosion Control Impacts	0				
Provide Feedback on Permitting Requirements & Timelines to MF Staff and Owner	0				
	0				
	0				
	0				
Sub-Total Manhours - Planning and Permitting =	0	0	0	0	0

FEES - STORMWATER, DRAINAGE, & EC DESIGN						
Rates			Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates						
Subtotal Fees			\$ -	\$ -	\$ -	\$ -

TOTAL FEE - PLANNING= \$ -

TOTAL FEE - PLANNING	=	\$ -
TOTAL FEE - OTHER DIRECT COSTS	=	
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$ -





ULICK ENGINEERING, LLC

ASHEVILLE REGIONAL AIRPORT (AVL)
ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

TERMINAL LOOP ROAD SYSTEM & PARKING GARAGE
STORMWATER MANAGEMENT, EROSION CONTROL, AND DRAINAGE DESIGN SERVICES

SCOPE AND FEE PROPOSAL
PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE

The scope of work for the project is to provide stormwater, drainage, and erosion control design services that meet Federal, State, and Local requirements. This project entails the terminal loop road and parking garage as emailed from Robert Overby on 3/21/24 and 4/29/24. Deliverables include providing a three-phase ES&PCP plan via PDF (and AutoCAD), stormwater management design via PDF (and AutoCAD), stormwater management report via PDF, and drainage design. The individual tasks included in this scope of work are as detailed below with the associated man-hours.

The Prime Consultant shall provide the following: local permitting coordination, project design files in AutoCAD format, grading, survey, geotechnical investigation, and environmental support including delineation of any state waters and determination of waters within 200ft of project limits, and any associated environmental permitting. Prime Consultant or the Owner shall pay all plan review fees and costs associated with reproduction and permitting fees.

MANHOURS - STORMWATER MANAGEMENT ANALYSIS & DESIGN

Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		28	0	27	1
Assess if exemptions apply under "deemed permitted" definition in the NC General Statute.	4	2		1	1
General Coordination with MF Staff and Owner	16	8		8	
Due Diligence & County/City Coordination	4	2		2	
Site Visit to Verify Field Conditions (Assume 2 Visits)	32	16		16	
<i>Perform Stormwater Analysis</i>		43	29	83	9
Calculate Exist. Drainage Areas, Land Uses, and Times of Conc.	8	2	2	4	
Calculate Prop. Drainage Areas, Land Uses, and Times of Conc.	8	2	2	4	
Perform Stormwater Quality (TSS) and Stormwater Quantity (Detention) Calculations	9	1	2	6	
Create Existing Conditions Hydrologic Models	7	1	2	4	
Coordinate and Determine Potential SCM Locations for Initial Grading Plan (Grading by MF)	8	2	2	4	
Create Proposed Conditions Hydrologic Models	9	1	2	6	
Perform Pre-Construction vs. Post-Construction Analysis	4	1	1	2	
Size Proposed Stormwater Control Measures (SCMs)	10	2	4	4	
Coordinate and Refine Proposed SCM Design with Per MF Grading and AE Drainage Plans	6	2		4	
Coordinate with Clearwater Environmental Consultants on Creek Impacts	4	2		2	
Write Stormwater Management Report	24	4	6	12	2
Coordinate and Revise per MF and Owner Design Changes	7	1	2	3	1
Internal Quality Control	8	8			
Prepare NCDENR (Raleigh) Applications and Deliver Plans (Assume 1 Initial + 2 Revisions)	10	3		6	1
Revise and Finalize per NCDENR (Raleigh) Comments	20	6	2	10	2
Prepare Quantities	11	2	2	6	1
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	5	1		4	
Review Stormwater Technical Specifications (Provided by Prime)	6	2		2	2
Sub-Total Manhours - Stormwater Design=	220	71	29	110	10

MANHOURS - DRAINAGE DESIGN

Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
General Coordination with MF Staff and Owner	0	(Included in Stormwater Scope)			
<i>Perform Drainage Layout & Design</i>		102	142	243	4
Review Drainage Area to Each Inlet	28	4	8	16	
Create Existing Conditions Model for Inlets, Pipes/Culverts, and Channels	44	4	16	24	
Create Proposed Conditions Model for Inlets, Pipes/Culverts, and Channels	96	16	32	48	
Size Inlets for Gutter Spread	30	12	6	12	
Design Drainage Pipes and Culverts for Design Storm Capacity	93	16	32	45	
Design Drainage Ditches, Including Checking Size and Stability	56	8	16	32	
Design Energy Dissipation at Outfalls	22	4	8	10	
Research and Propose Solutions for Creek Crossing	6	2	2	2	
Develop Pipe Profile and Pipe Data Sheets	80	16	16	48	
Internal Quality Control	18	16			2
Design and Draft Drainage Detail Sheets	12	2	4	6	
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	6	2	2		2
Review Drainage Technical Specifications (Provided by Prime)	0	(Included in Stormwater Scope)			

Sub-Total Manhours - Drainage Design= 491 102 142 243 4

MANHOURS - EROSION & SEDIMENT CONTROL DESIGN

Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		8	8	16	2
Discipline Management and Coordination	18	8		8	2
Site Visit to Verify Field Conditions (Assume 1 Visit)	16		8	8	
<i>Prepare Erosion & Sedimentation Control Plan</i>		45	57	112	17
Design and Draft Erosion Control Plans & Details	60	6	20	32	2
Design Riser Basins and Skimmer Basins for Sediment Storage	24	4	8	12	
Prepare Sediment & Erosion Control General Notes	6	1	1	4	
Coordinate and Revise per MF and Owner Design Changes	8	4		4	
Internal Quality Control	10	8			2
Finalize Design and Draft Erosion Control Plan & Details	60	6	20	32	2
Review, Sign, and Seal E&SC Plan	4	2			2
Prepare NCDENR (Swannanoa) Applications	4	2			2
Setup AccessDEQ Portal and Assist Airport with Signatures	6	1		4	1
Submit NOI and All Plans on AccessDEQ	6	1		4	1
Revise and Finalize per NCDENR (Swannanoa) Comments	26	6	6	12	2
Prepare Quantities	11	2	2	6	1
Review Erosion Control Technical Specifications (Provided by Prime)	6	2		2	2
	0				

Sub-Total Manhours - Erosion & Sediment Control Design= 265 53 65 128 19

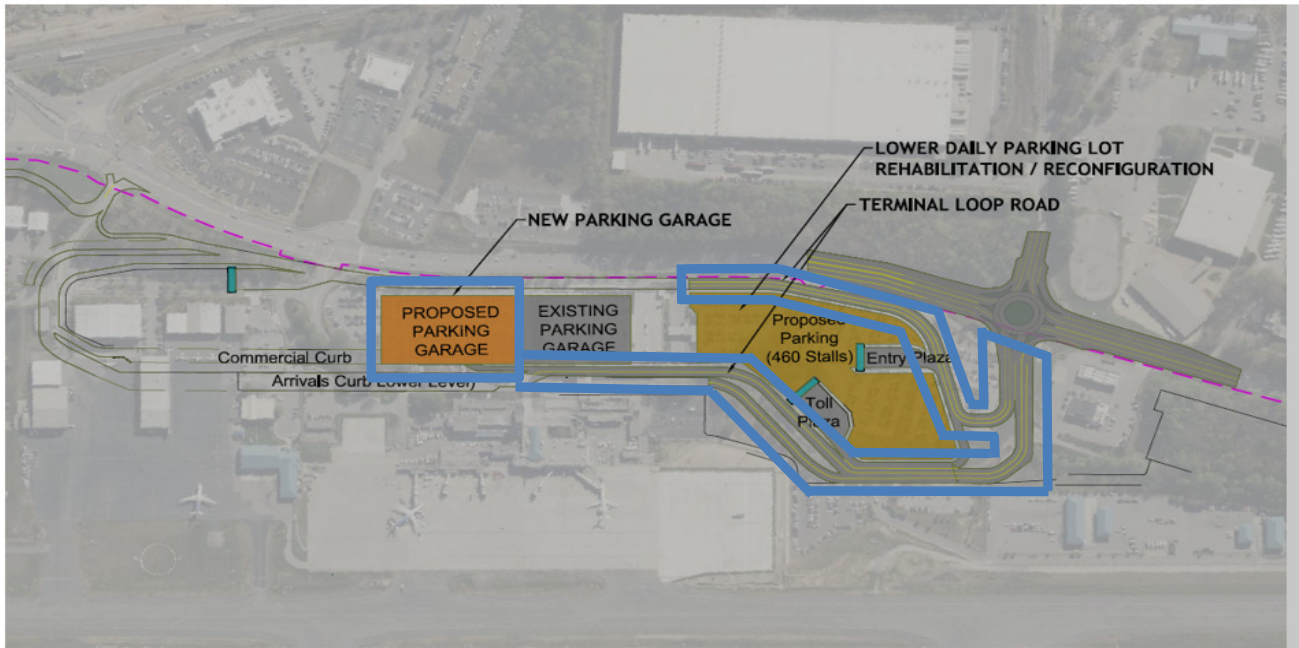
TOTAL HOURS - STORMWATER, DRAINAGE, EC= 976 226 236 481 33

FEES - STORMWATER, DRAINAGE, & EC DESIGN

Rates	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates	\$ 220.00	\$ 170.00	\$ 135.00	\$ 120.00
Subtotal Fees	\$ 49,720.00	\$ 40,120.00	\$ 64,935.00	\$ 3,960.00

TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN = \$ 161,235.00

TOTAL FEE - STORMWATER ANALYSIS & DESIGN	=	\$	36,600.00
TOTAL FEE - DRAINAGE DESIGN	=	\$	79,870.00
TOTAL FEE - EROSION CONTROL DESIGN	=	\$	42,270.00
TOTAL FEE - OTHER DIRECT COSTS	=	\$	2,500.00
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$	161,240.00





ASHEVILLE REGIONAL AIRPORT (AVL)
 ASHEVILLE / BUNCOMBE COUNTY, NORTH CAROLINA

TERMINAL LOOP ROAD SYSTEM & PARKING GARAGE
 STORMWATER MANAGEMENT, EROSION CONTROL, AND DRAINAGE DESIGN SERVICES

SCOPE AND FEE PROPOSAL
 PREPARED FOR MCFARLAND JOHNSON - MAY 2024

SCOPE

FOR IFE USE

MANHOURS - STORMWATER MANAGEMENT ANALYSIS & DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>					
Assess if exemptions apply under "deemed permitted" definition in the NC General Statute.	0				
General Coordination with MF Staff and Owner	0				
Due Diligence & County/City Coordination	0				
Site Visit to Verify Field Conditions (Assume 2 Visits)	0				
<i>Perform Stormwater Analysis</i>					
Calculate Exist. Drainage Areas, Land Uses, and Times of Conc.	0				
Calculate Prop. Drainage Areas, Land Uses, and Times of Conc.	0				
Perform Stormwater Quality (TSS) and Stormwater Quantity (Detention) Calculations	0				
Create Existing Conditions Hydrologic Models	0				
Coordinate and Determine Potential SCM Locations for Initial Grading Plan (Grading by MF)	0				
Create Proposed Conditions Hydrologic Models	0				
Perform Pre-Construction vs. Post-Construction Analysis	0				
Size Proposed Stormwater Control Measures (SCMs)	0				
Coordinate and Refine Proposed SCM Design with Per MF Grading and AE Drainage Plans	0				
Coordinate with Clearwater Environmental Consultants on Creek Impacts	0				
Write Stormwater Management Report	0				
Coordinate and Revise per MF and Owner Design Changes	0				
Internal Quality Control	0				
Prepare NCDENR (Raleigh) Applications and Deliver Plans (Assume 1 Initial + 2 Revisions)	0				
Revise and Finalize per NCDENR (Raleigh) Comments	0				
Prepare Quantities	0				
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	0				
Review Stormwater Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Stormwater Design=	0	0	0	0	0

MANHOURS - DRAINAGE DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
General Coordination with MF Staff and Owner	0				
<i>Perform Drainage Layout & Design</i>		0	0	0	0
Review Drainage Area to Each Inlet	0				
Create Existing Conditions Model for Inlets, Pipes/Culverts, and Channels	0				
Create Proposed Conditions Model for Inlets, Pipes/Culverts, and Channels	0				
Size Inlets for Gutter Spread	0				
Design Drainage Pipes and Culverts for Design Storm Capacity	0				
Design Drainage Ditches, Including Checking Size and Stability	0				
Design Energy Dissipation at Outfalls	0				
Research and Propose Solutions for Creek Crossing	0				
Develop Pipe Profile and Pipe Data Sheets	0				
Internal Quality Control	0				
Design and Draft Drainage Detail Sheets	0				
Provide Drainage Data to MF for Incorporating Into Project Layout Sheets	0				
Review Drainage Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Drainage Design=		0	0	0	0

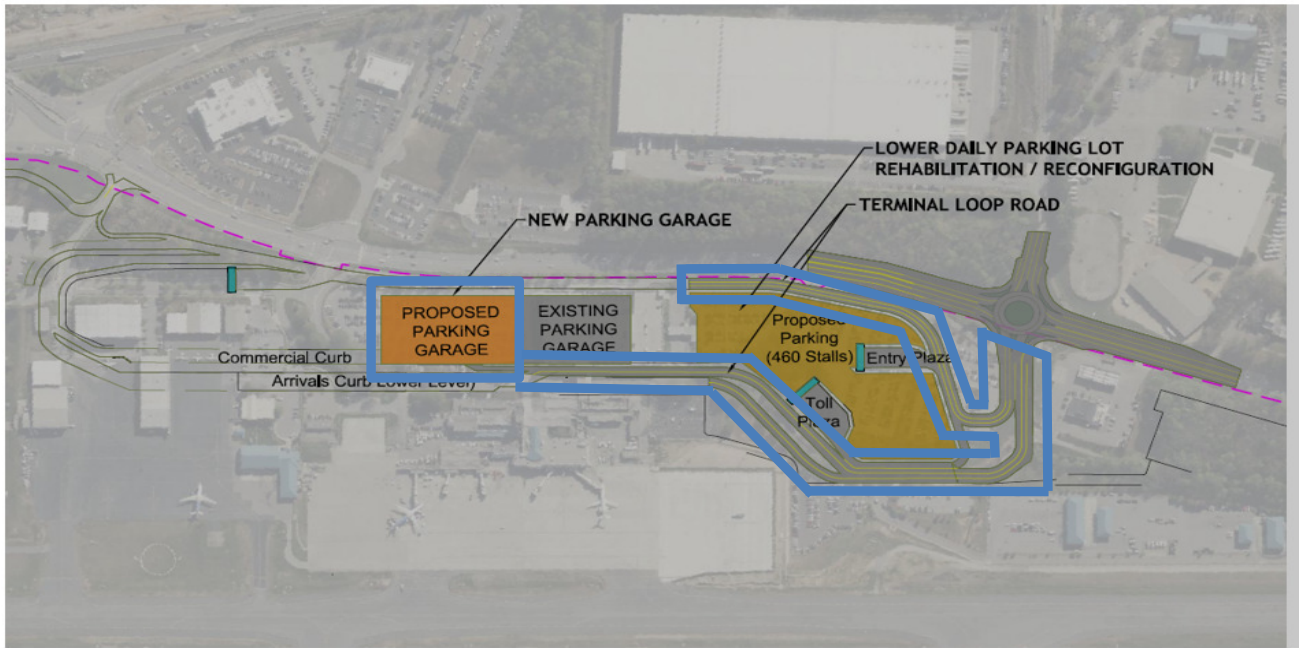
MANHOURS - EROSION & SEDIMENT CONTROL DESIGN					
Task	Total Hours	Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
<i>General Items</i>		0	0	0	0
Discipline Management and Coordination	0				
Site Visit to Verify Field Conditions (Assume 1 Visit)	0				
<i>Prepare Erosion & Sedimentation Control Plan</i>		0	0	0	0
Design and Draft Erosion Control Plans & Details	0				
Design Riser Basins and Skimmer Basins for Sediment Storage	0				
Prepare Sediment & Erosion Control General Notes	0				
Coordinate and Revise per MF and Owner Design Changes	0				
Internal Quality Control	0				
Finalize Design and Draft Erosion Control Plan & Details	0				
Review, Sign, and Seal E&SC Plan	0				
Prepare NCDENR (Swannanoa) Applications	0				
Setup AccessDEQ Portal and Assist Airport with Signatures	0				
Submit NOI and All Plans on AccessDEQ	0				
Revise and Finalize per NCDENR (Swannanoa) Comments	0				
Prepare Quantities	0				
Review Erosion Control Technical Specifications (Provided by Prime)	0				
Sub-Total Manhours - Erosion & Sediment Control Design=		0	0	0	0

TOTAL HOURS - STORMWATER, DRAINAGE, EC=	0	0	0	0	0
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FEES - STORMWATER, DRAINAGE, & EC DESIGN					
Rates		Senior Engineer Hours	Project Engineer Hours	Engineer Hours	Project Admin Hours
Burdened Hourly Rates					
Subtotal Fees		\$ -	\$ -	\$ -	\$ -

TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN = \$ -

TOTAL FEE - STORMWATER ANALYSIS & DESIGN	=	\$ -
TOTAL FEE - DRAINAGE DESIGN	=	\$ -
TOTAL FEE - EROSION CONTROL DESIGN	=	\$ -
TOTAL FEE - OTHER DIRECT COSTS	=	\$ -
TOTAL FEE - STORMWATER, DRAINAGE, & EC DESIGN	=	\$ -



April 24, 2024

Ms. Amanda Sheridan, PE
McFarland Johnson
330 East Coffee Street, Suite 5017
Greenville, SC 29601

**Re: Proposal for Environmental Services
AVL Parking Garage Program – Approximately 33 acres
Buncombe County, North Carolina**

Dear Ms. Sheridan:

ClearWater Environmental Consultants, an EnviroScience Company (ClearWater) appreciates the opportunity to submit this proposal regarding environmental consulting services associated with the Asheville Airport Parking Program Expansion in Buncombe County, North Carolina. ClearWater believes that the following tasks will be required.

Task 1 Wetland/Stream Delineation

ClearWater proposes to complete a comprehensive delineation of jurisdictional wetlands and Waters of the United States within the referenced tract. This task will include the identification and field demarcation of wetlands and streams. The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with plastic surveyor's tape.

During field studies, wetland limits/stream origins will be located using a sub-meter Trimble Geo XT GPS or Juniper Systems Geode GNS3S mapping grade unit. Several known points (i.e., property corners) will also be located to provide accurate referencing. Upon collection and subsequent differential correction, ClearWater will provide a digital file of the data points to your engineer/surveyor/planner to be plotted on the site base map. This information is available for import into a G.I.S. or AutoCAD drawing. This GPS mapping grade data is typically sufficient for corps verification and permitting, however, should the client wish to convert the GPS wetland/stream locations to a recordable format, services of a registered land surveyor will be required.

Task 2 Agency Coordination/Corps Verification

ClearWater will prepare a Jurisdictional Determination request for submittal to the US Army Corps of Engineers, (USACE) and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property. If a field review of the subject property is requested by the USACE, then ClearWater will accompany the USACE to the site to provide justification of any delineated wetland or stream origins.

Task 3 Preliminary Threatened and Endangered Species Survey

The Threatened and Endangered species services rendered under this task will consist of a literature search and on-site habitat assessment to determine the likelihood of the presence or absence of protected species on the project site. ClearWater will conduct the survey as follows:

Protected species data from the North Carolina Natural Heritage Program and U.S. Fish and Wildlife Service will be solicited and interviews with cognizant individuals from these agencies will be conducted to gather existing data on endangered or threatened animal and plant species occurring or potentially occurring on the subject tract.

Habitat data (vegetation and soils descriptions) will be compiled for the project site. Within habitats considered suitable for the occurrence of a particular endangered or threatened species, a cursory pedestrian survey will be performed to ascertain the likelihood of occurrence of the protected plant or animal.

For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may be readily detectable during the time of the survey (eg., migratory birds in the fall but not spring-flowering plants), we will provide a statement concerning the likelihood of the species' occurrence on the project site based on available data and habitat observations.

ClearWater will prepare a report of findings to include recommendations of further surveys for the identified habitat, if deemed necessary. Proposals to complete additional surveys or biological assessments will be provided based upon the findings of the preliminary surveys.

Task 4 Environmental Permitting

At this time no Section 404/401 permits are expected for this project. If regulatory permitting needs are identified for the proposed site development, ClearWater will submit an additional proposal outlining the necessary tasks and probable costs for this permit process. Permitting services will be conducted on a time and expense basis, based on ClearWater standard rates as described below.

Task 5 Meetings and Additional Services

Clearwater personnel will attend meetings as required by you to discuss this project and matters related to environmental permitting. This task includes additional services outside the scope of the above-detailed tasks as requested by you or your authorized representatives.

Costing

Clearwater will complete the tasks outlined in this proposal for the costs presented in Table 1.0. As described, Task 5 is a cost estimates and will be invoiced on a time and materials do not exceed basis using labor rates presented in Table 2.0. Authorization will be requested if additional effort is requested.

Please be aware that this price does not include costs incurred for any engineering, mitigation,

archeology, permitting, permit fees (\$787), mailing/printing costs or registered land surveyor services. Terms and Conditions are presented in Attachment A.

Table 1.0 Estimated Project Costing

Task	Description	Cost
Task 1	Wetland/stream Delineation	\$2,200
Task 2	Corps of Engineers Verification	\$1,000
Task 3	Endangered Species Survey	\$1,400
Task 4	Environmental permitting	N/A
Task 5	Meetings and Additional Services	hourly
Total Project Cost		\$4,600

Table 2.0 2024 Labor Rates

Labor Category	Unit Price
Senior Scientist	\$172 per hour
Project Manager/Biologist III	\$139 per hour
Project Biologist II	\$109 per hour
Project Biologist I	\$89 per hour
GIS Analyst I	\$116 per hour
Administrative	\$70 per hour

1) Effective October 18, 2023

2) Mileage billed at \$0.95/mi

3) Per diem and lodging billed at current GSA rate, plus taxes and fees.

4) Future rates subject to 4% annual escalation effective each Oct 1

ClearWater does not guarantee the issuance of any permit or approval. Please sign this original agreement and return to ClearWater as an act of acceptance and notification for us to begin work. Please do not hesitate to contact me at (828) 698-9800 if you have any questions or comments regarding the proposed scope of services.

Sincerely,

R. Clement Riddle

R. Clement Riddle, P.W.S.
Senior Scientist

April 30, 2024

(615) 994-1980
www.connico.com

Robert Overby P.E.
Aviation Design Manager
McFarland Johnson
330 East Coffee Street
Suite 5017
Greenville, SC 29601

**RE: Connico Scope and Fee Proposal
Lower Daily Parking Lot, Parking Garage and Entrance Roadways
Asheville Regional Airport
Fletcher, NC 28732**

Dear Amanda:

We are pleased to present our revised fee proposal for the referenced project. Connico will perform the services outlined in this proposal.

We appreciate the opportunity to team with you on this project. Should you have any questions or need additional information, please contact us at your convenience.

Sincerely,

The Connico Team



Charl J. Nesor, MRICS, CCP
Director
cjneser@connico.com

Connico Project No. 6200.24.01

SCOPE OF WORK AND FEE

Project Scope

It is understood that the project scope consists of detailing the phased planning and design of the vehicular access and parking improvements. It is anticipated that the program will include the necessary detailed planning and design documents for the following components:

- Phase 1 – Lower Daily Parking Lot Rehabilitation/Reconfiguration
- Phase 2 - Terminal Loop Road System/Parking Garage Planning and Programming
 - Terminal Drive reconfiguration
 - Intersection of New Airport Road/Terminal Drive/Fanning Bridge Road
 - Parking lot exit booth
 - New Parking Garage
- Phase 3 – Terminal Loop Road – Phase 1 Design/Construction
- Phase 4 – New Parking Garage Design/Construction

The construction budget has not been established or estimated.

Basic Scope of Services

Connico proposes to provide the following services:

Phase 1 – Lower Daily Parking Lot Rehabilitation/Reconfiguration

- ↓ Schematic Design Estimate (30% Design)
- ↓ Design Development Estimate (60% Design)
- ↓ Construction Document Estimate (100% Design)

Phase 2&3 – Terminal Loop Road & New Parking Garage

- ↓ Schematic Design Estimate (30% Design)
- ↓ Design Development Estimate (60% Design)
- ↓ Construction Document Estimate (100% Design)

Each phase includes an initial scope of work review meeting and a draft deliverable review meeting via teleconference. The teleconference meeting is to occur prior to issuing an electronic copy of the report. A site visit for the purpose of providing an opinion of probable cost is not included. No onsite meetings have been included. Should they be required, they will be considered Additional Services and compensated as such. The only weekly design meetings included in this proposal are the ones that will occur a couple of weeks before our work begins. Should attendance at all weekly design meetings be required, this will be considered Additional Services and compensated for as such. This proposal is for planning, design phase services only; construction phase services are not included.

Hazardous Materials Abatement is not included. If the Client provides an estimate for hazardous materials, Connico will include it in the estimate and cite the source.

In providing estimates of probable construction cost, the Client understands that Connico has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the contractor's method of pricing, and that Connico's estimates of probable construction costs are made on

SCOPE OF WORK AND FEE

the basis of Connico's professional judgment and experience. Connico makes no warranty, express or implied, that the bids, or the negotiated cost of the Work, will not vary from Connico's estimate of probable construction cost.

Connico will require an electronic version (PDF) of the drawings and specifications, and a copy of any other applicable documentation which applies to the project. *Where more than one version of the project plans or contract documents exists, or where more than one version is provided to Connico, or where no static set of documents exists, Client shall, before the start of Connico's work, designate in writing the set to be utilized by Connico for the performance of its services.*

Deliverables

Work will commence on deliverables **only upon the receipt by Connico of the contract** in its complete form, including any agreements or exhibits referenced in the contract.

The estimate will be prepared in a format to fit the requirements of the Client, provided the format is established prior to the start of work. The estimate will identify Connico's opinion of probable construction cost of the project based on the documents provided by the Client. Connico is entitled to rely and will rely on the accuracy and completeness of all such documents without undertaking an independent investigation to confirm the same.

Also included within the report shall be the estimate notes. The notes will contain assumptions, criteria, and clarifications for the estimate, based on Connico's professional experience and information provided by the design team. The notes will also include any other comments about the project that Connico believes are relevant.

Connico will provide an electronic copy of the report. *The report shall be prepared within **fifteen (15) business days, which excludes any holidays recognized by Connico**, from the date all design information required is received by Connico.* In the event that supplemental information is furnished to Connico after a task has begun, and such information requires changes to any quantity take-off currently in progress, Connico reserves the right to request additional compensation for any such additional work. No additional time shall be expended on work affected by such supplemental information without the prior written consent of the Client and an executed Change Order reflecting the scope and additional fee required.

The Client acknowledges that Connico's know-how, techniques, goodwill, sources of supply, pricing mechanisms, cost-factor analyses, and other trade secrets and proprietary information not generally known to the general public, or not known to others engaged in similar business, constitute proprietary information and will not be disclosed during the course of the project or in any deliverable.

SCOPE OF WORK AND FEE

Proposed Fees (Basic Scope of Services)

Phase 1 – Lower Daily Parking Lot Rehabilitation/Reconfiguration	
↓ Schematic Design Estimate (30%)	\$ 6,700.00
↓ Design Development Estimate (60%)	\$10,000.00
↓ Construction Document Estimate (100%)	\$ 8,800.00
Phase 2&3 – Terminal Look Road & New Parking Garage	
↓ Schematic Design Estimate (30%)	\$29,800.00
↓ Design Development Estimate (60%)	\$44,800.00
↓ Construction Document Estimate (100%)	\$38,200.00
Total Proposed Fees (Lump Sum)	\$138,300.00

The proposed fees are based on providing all listed deliverables. Proposed fees are based on providing one draft report for review and comment, and one final report. Should additional revisions be requested, these shall be considered additional services. *Should the Client elect to change the scope of services, including the scope associated with any deliverable, the number of requested revisions on any deliverable, or specific deliverables added or removed from the scope, Connico reserves the right to renegotiate fees. Any scope and fee revisions shall be documented via Change Order.*

Alternatives are included as indicated in the project scope of services. Should additional alternative requests be made, these shall be considered Additional Services.

Services not set forth above are specifically excluded from the scope of Connico’s services. Connico assumes no responsibility to perform any services not specifically listed herein.

Additional Services

The Basic Scope Services do not include cost management, evaluating or making recommendations regarding substitution of materials, products, or equipment proposed, design alternatives or value engineering building or site systems, reconciliation estimates or services, and meetings not included within the base proposal. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Client, in addition to payment for the Basic Scope of Services, in accordance with Connico’s schedule below, which shall remain in effect through December 2024, or as agreed to by the Client and Connico. Additional Services shall be documented via Change Order, received by Connico prior to the start of the requested services.

Principal	\$245.00/hour
Associate Principal	\$291.00/hour
Director	\$285.00/hour
Subject Matter Expert	\$268.00/hour
Senior Cost Specialist	\$224.00/hour
Senior Project Specialist	\$215.00/hour

SCOPE OF WORK AND FEE

Senior Field Specialist	\$245.00/hour
Cost Specialist	\$184.00/hour
Project Specialist	\$184.00/hour
Analyst III	\$154.00/hour
Analyst II	\$136.00/hour
Analyst I	\$123.00/hour
Administrative Director	\$191.00/hour
Administrator 1	\$117.00/hour
Administrative Assistant	\$94.00/hour

Proposal submitted by:



Charl J. Nesor, MRICS, CCP
Director



May 7, 2024

McFarland Johnson
330 East Coffee Street, Suite 5000
Greenville, South Carolina 29601

Attention: Ms. Amanda M. Sheridan, PE

Reference: **Proposal for Geotechnical Exploration**
Asheville Regional Airport - New Parking Garage, Loop Road, and Lower Surface Parking
Arden and Fletcher, North Carolina
S&ME Proposal No. 244100055

Dear Ms. Sheridan:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this proposal for geotechnical exploration services for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated lump sum compensation for our services. Our Agreement for Services (AS-071) is attached and incorporated as part of this proposal.

◆ Project Description

Information regarding the project was provided during a conference call with Ms. Amanda Sheridan and Mr. Robert Overby with McFarland Johnson and Mr. Matt McCurdy and Mr. Joe Laps with S&ME on March 21, 2024. We received a preliminary site plan from Ms. Sheridan via email on March 27, 2024.

We understand that new improvements planned at the Asheville Regional Airport include a new parking garage, Loop Road, and lower surface parking area. Based on the preliminary site plan provided, a new parking garage is planned just north of the existing parking garage and will be a slightly larger footprint. The Loop Road will be in a similar location but will require regrading and some new alignment. The lower surface parking area, which is south of the existing parking garage, will require regrading and a new configuration. This will likely involve new toll plazas. Because of the preliminary nature of the designs, the amount of new grading and anticipated elevation is not known. Also, the proposed final grades and structural loads of the parking garage are not known at this time.

◆ Scope of Services

S&ME proposes to provide the following services.

Task 1 – Loop Road and Lower Surface Parking

- Coordinate with airport personnel to gain site access to S&ME and subcontractor personnel. We anticipate AVL will provide an escort for the work and site specific clearance / badging will not be required.



Proposal for Geotechnical Exploration Asheville Regional Airport - New Parking Garage, Loop Road, and Lower Surface Parking

Arden and Fletcher, North Carolina
S&ME Proposal No. 24410055

- Contact NC 811 to field mark member underground utilities in the vicinity of the planned test locations. (this is required by law, although we anticipate the private utilities at this site will require location and marking by a private utility locator).
- Field layout of 20 requested boring locations using Global Positioning System (GPS) equipment and/or measuring from existing site features based on the provided documents. Some locations may be adjusted based on observations in the field. During the layout portion of the project, we will subcontract a private utility locator to identify private utilities not marked by NC 811 in the general vicinity of the planned boring locations.
- We will subcontract with a pavement coring contractor or utilize S&ME personnel to core the pavement at each test location. This service allows for a neater patch when complete and reduces the chance that an area will be raised up a few inches around the borehole (although there is still a chance this could occur). We will measure the thicknesses of the asphalt and underlying subbase and/or crushed stone base course (if present).
- Mobilization of a truck-, ATV-, or track- mounted drill rig to the site.
- Performance of soil test borings with Standard Penetration Tests (SPT) to depths of 10 to 25 feet, or auger refusal, whichever occurs first. For this phase of the project, we have budgeted for up to 300 feet of drilling. The test borings will be advanced with a conventional rotary drilling process using hollow stem auger techniques. We will rent a portable light tower for use during night work (if required). At regular intervals, standard penetration tests will be performed, and soil samples will be obtained with a standard 1.4 inch I.D., 2.0-inch O.D., split barrel sampler.
- Bulk samples will be obtained at about 5 of the boring locations for use in laboratory testing.
- After checking for the presence of subsurface water, we will backfill the boreholes with soil and gravel, and we will install mechanical hole closure devices near the surface to help reduce borehole settlement. The pavement at all coring locations will be patched with cold mix asphalt material.
- Representative samples of soils encountered within the soil test borings will be collected and transported to our laboratory for classification and testing. The recovered soil samples will be visually and manually classified in general accordance with the Unified Soil Classification System (USCS) and our experience with similar soil conditions.
- Laboratory testing on selected bulk and split-spoon samples will consist of index tests (moisture content, grain size, Atterberg limits), standard Proctor compaction testing, and California Bearing Ratio testing to aid in determining the engineering properties of the soils, soil classification, and for pavement section thickness design (by McFarland Johnson).
- Following completion of the field work, we will prepare a formal report to document our findings of the exploration, the laboratory testing results, and our geotechnical conclusions and recommendations. The report will include:
 - ◆ Presence, character, and consistency of existing fill, alluvium, and residual soils, where encountered.
 - ◆ Presence and depth of partially weathered rock, mass rock, and/or subsurface water in the borings (if encountered).
 - ◆ Existing asphalt, concrete, and crushed stone thicknesses at the boring locations.
 - ◆ Suitability of existing subgrade soils for supporting the pavements and recommended CBR values for design of pavements.
 - ◆ Suitability of on-site soils for use as structural fill.
 - ◆ Site grading recommendations, including subgrade preparation and compaction requirements.



- ◆ Excavation conditions.
- ◆ Earth slope recommendations.

Task 2A – Geotechnical Exploration for Parking Garage

- Coordinate with airport personnel to gain site access to S&ME and subcontractor personnel. We anticipate AVL will provide an escort for the work and site specific clearance / badging will not be required.
- Contact NC 811 to field mark member underground utilities in the vicinity of the planned test locations. (this is required by law, although we anticipate the private utilities at this site will require location and marking by a private utility locator).
- Field layout of 8 to 10 boring locations using Global Positioning System (GPS) equipment and/or measuring from existing site features based on the provided documents. Some locations may be adjusted based on observations in the field. During the layout portion of the project, we will subcontract a private utility locator to identify private utilities not marked by NC 811 in the general vicinity of the planned boring locations.
- We will subcontract with a pavement coring contractor or utilize S&ME personnel to core the pavement at each test location. This service allows for a neater patch when complete and reduces the chance that an area will be raised up a few inches around the borehole (although there is still a chance this could occur). We will measure the thicknesses of the asphalt and underlying subbase and/or crushed stone base course (if present).
- Mobilization of a truck-, ATV-, or track- mounted drill rig to the site.
- Performance of 8 to 10 soil test borings with Standard Penetration Tests (SPT). We anticipate the drilling may need to be performed at night and be completed before the early morning flight times. We plan to advance each SPT boring to auger refusal or a maximum depth of 90 feet below the surface but may terminate after reaching two consecutive samples of partially weathered rock. Borings could be shallower if time does not allow drilling to the full depth before the morning flights begin. If this occurs we will attempt to terminate the boring, backfill, patch, and clean up the area prior to significant activity in the parking lot. For this phase of the project, we have budgeted for up to 900 feet of drilling.
- The test borings will be advanced with a conventional rotary drilling process using hollow stem auger techniques. We will rent a portable light tower for use during night work. At regular intervals, standard penetration tests will be performed and soil samples will be obtained with a standard 1.4 inch I.D., 2.0-inch O.D., split barrel sampler.
- A bulk sample will be obtained at about 3 of the boring locations for use in laboratory testing.
- After checking for the presence of subsurface water, we will backfill the boreholes with soil and gravel, and we will install mechanical hole closure devices near the surface to help reduce borehole settlement. The pavement at all coring locations will be patched with cold mix asphalt material.
- Representative samples of soils encountered within the soil test borings will be collected and transported to our laboratory for classification and testing. The recovered soil samples will be visually and manually classified in general accordance with the Unified Soil Classification System (USCS) and our experience with similar soil conditions.
- Laboratory testing including natural moisture contents, Atterberg limits, grain size distribution, standard Proctor compaction, and California Bearing Ratio (CBR).



At the conclusion of our field work and analyses, we will prepare a geotechnical exploration report, which will include:

- ◆ Boring logs and location plan;
- ◆ Description of existing site conditions;
- ◆ Description of subsurface conditions encountered in boring locations;
- ◆ Depth to subsurface water, if encountered, and the potential need for dewatering;
- ◆ Potential excavation difficulty due to partially weathered rock or rock;
- ◆ Potential undercutting of existing fill and/or alluvial soils;
- ◆ Recommendations for site preparation and grading;
- ◆ Recommendations for backfill and use of on-site soil for structural fill;
- ◆ Recommendations for the foundation system;
- ◆ Recommended Site Class for seismic design (per the North Carolina State Building Code);
- ◆ Slab-on-grade support recommendations;
- ◆ Recommendations for cast-in-place retaining wall design parameters.

Task 2B – Shear Wave Velocity Testing and Seismic Site Class

If the boring data indicates the Seismic Site Class falls short of Site Class C, we will perform shear wave velocity testing to attempt to improve the Site Class. Although the shear wave velocity method is typically considered a more refined approach at determining the Site Class than the average SPT N-value method, it is not a guarantee that an improvement will be achieved. (This approach successfully achieved Site Class C for the initial AVL parking garage.) We have assumed this work can be performed during daytime hours by selecting open paths in or surrounding the parking lot for the testing.

An improvement to the Seismic Site Classification may result in an improvement to the Seismic Design Category, which often yields significant cost savings on a project of this magnitude. Seismic Site Class is based on the average shear wave velocity (V_s) to a depth of 100 feet (also referred to as V_s 100) and analysis of surface waves (Rayleigh or R-waves) can be used to determine shear wave velocities.

Surface waves are generated from either an active or passive energy source (e.g., sledgehammer striking a metal plate or background noise, respectively) and recorded at the ground surface along a spread of low-frequency sensors (i.e., geophones), which can be placed on soil and/or hard surfaces (e.g., concrete, pavement, etc.). Active sources typically provide relatively higher frequencies (i.e., better resolution at shallower depths) while passive sources generally provide relatively lower frequencies (e.g., greater depth at lower resolution). Seismic measurements are transformed from time domain into frequency domain from which the phase characteristics of the surface waves can be calculated. A dispersion curve (i.e., phase velocity curve vs frequency) is developed and then transformed into a one-dimensional (1D) shear wave velocity profile through an inversion and iterative process in which V_s 100 is calculated. An example 1D profile is presented below.

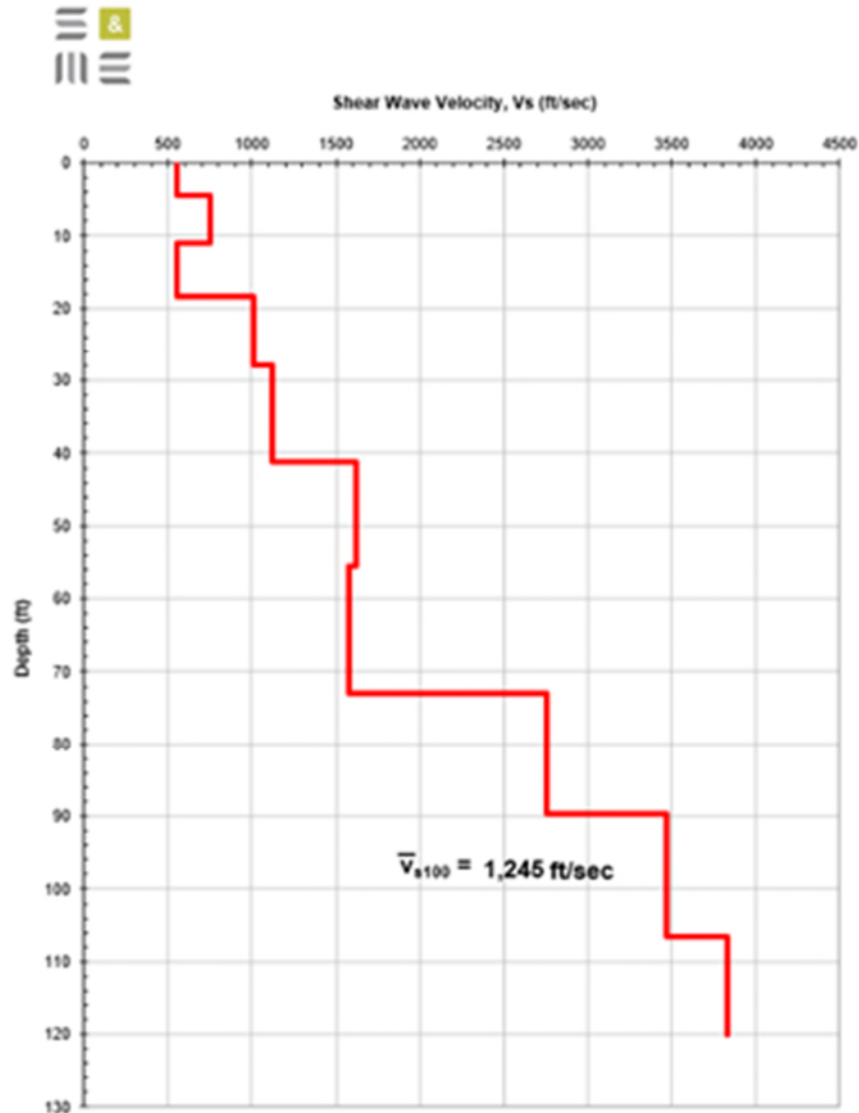


Figure 1: Example Shear Wave Velocity Profile

- We will use a combination of the active Multi-Channel Analysis of Surface Waves (MASW) and passive Microtremor Array Measurements (MAM) methods at the requested test location(s), which will be determined based on access at the time of our visit.
- The MASW survey will be conducted using a Geometrics seismograph equipped with up to twenty-four (24) 4.5 Hz vertical geophones at set spacings of up to 5 feet along a linear array with a sledgehammer as the energy source.



Proposal for Geotechnical Exploration Asheville Regional Airport - New Parking Garage, Loop Road, and Lower Surface Parking

Arden and Fletcher, North Carolina
S&ME Proposal No. 24410055

- The MAM survey will be conducted using a Geometrics seismograph equipped with eleven (11) 4.5 Hz vertical geophones at a set spacing of up to 30 feet along a non-linear "L-shaped" array and background noise as the energy source. However, a linear array may instead be utilized if limited by site constraints.
- The analysis will be conducted using the Geogiga Technology Corp. Seismic Pro™ software (SURFACE PLUS module).
- The results of the surface wave survey will include an explanation of our methodology, results of the MASW/MAM survey, and the Seismic Site Classification in accordance with IBC 2018. A 1D profile of shear wave velocity will also be presented for each location.

Geophysical Limitations

Regardless of the thoroughness of a geophysical survey, there is always a possibility that actual conditions may not match the interpretations. The results should be considered accurate only to the degree implied by the methods used and the method's limitations and data coverage. The geophysical methods proposed for this survey also have inherent limitations. Site activity (e.g., generators, heavy equipment, traffic, etc.) can cause noise/interference in the data sets. Depth restrictions are associated with the MASW/MAM methods and the energy source. Depth of penetration using surface wave methods is mainly controlled by the shear properties of the subsurface materials and frequency range of site surface waves (generated active or ambient passive). Very loose material at the ground surface can also affect data quality and depth of penetration.

◆ **Excluded Services**

Without attempting to be a list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded from this proposal.

- Providing airport badged personnel.
- Surveying of as-drilled boring locations.
- Clearing vegetation for access.
- Pavement design.
- Rock coring.
- Site-specific seismic evaluation or shear wave velocity testing.
- Environmental site assessment (i.e., the assessment of site environmental conditions or testing for the presence of contaminants in the soil, surface water or groundwater).
- Construction-phase services (i.e., monitoring of construction or testing of construction materials).

If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

◆ **Client Responsibilities**

The Scope of Services, fee, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Execute our Agreement for Services (attached Form AS-071) or provide other written authorization.



- ◆ Provide access to the property and permission to perform the proposed work.
- ◆ Provide information regarding underground utilities (if available).
- ◆ Provide the latest site/grading plans and project information (if available).
- ◆ Provide an AVL escort for field activities.

◆ Schedule

Based on current drill rig availability in the region, we anticipate we can mobilize a drill rig to the project site within 3 to 4 weeks. During this time, we would contact NC 811, mark the boring locations, and perform private utility location. Field work is anticipated to require about 3 weeks, depending on access and weather permitting. We anticipate laboratory testing will require 2 to 3 weeks, and report preparation will require 2 weeks after completion of the laboratory testing. Please note that geotechnical findings and our recommendations can be discussed within 3 days after the completion of the field work, if requested.

◆ Compensation

S&ME can perform the services outlined in this proposal for the following lump sum fees.

Task	Scope Description	Lump Sum Fee
Task 1	Geotechnical Exploration for Loop Road and Lower Surface Parking	\$35,000
	Asphalt Coring	\$1,500
	Light Tower Rental (assumes 1 week)	\$1,200
Task 2	Geotechnical Exploration for Parking Garage	\$63,000
	Asphalt Coring	\$1,500
	Light Tower Rental (assumes 2 weeks)	\$2,000
	Shear Wave Velocity Testing and Seismic Site Class	\$4,000
Total Lump Sum Fee		\$108,200

W. Edwin Holmes, PLS (1950-2022)

Robert J. Earley, PLS
Lisa S. Simmons, PLS
Joshua R. Hodges, PLS
Phillip B. White, PLS

Jason N. Gasperson, PLS
Martin A. Barnes, PLS
Marvin E. Secrest, PLS
Christopher F. Jordan, PLS

C.M. Edgerton, PLS
Joseph Kane, PLS
J. Daniel Henry, PLS
V. H. Welbourn, PLS

Joshua E. Holmes, PLS
J. Dallas Gordon, PLS
Robert C. Brown, PLS
Ronnie L. Davis, PLS

Monday, May 13, 2024

Amanda Sheridan, PE
Engineer
McFarland Johnson
864.326.0520
asheridan@mjinc.com

RE: Asheville Regional Airport Survey; Buncombe County PIN 9643-52-3273; +/- 26 Acres

Amanda:

Thank you for allowing Ed Holmes & Associates Land Surveyors, PA to provide this proposal for Boundary, Topographic, & Planimetric surveying of your project at the Asheville Regional Airport. As always, we are most thankful for the opportunity to be of service.

The scope of our work shall be to provide Boundary, Topographic, & Planimetrics Surveying of Buncombe County PIN 9643-52-3273 and outlined in the attached Survey Scope Map. The survey shall encompass +/- 26 acres as shown and the scope of our work for this estimate shall include the following:

- Horizontal and Vertical geodetic survey control on NAD83(2011) & NAVD88(GEOID18)
- Locate improvements within the project area, including roads and driveways, structures, visible evidence of above ground and underground utilities, walls, fences, etc. Locate planimetric data for above ground features, accessible piping networks, roads, buildings, and structures.
- Research and verify any easements, rights-of-way, gaps, overlaps, or encroachments discovered.
- Establish property boundaries and ROW lines for project area as shown on survey scope map.
- Topographic mapping and digital terrain model of the site suitable to produce a one-foot contour interval.
- Subsurface Utility Delineations including location and service designation incorporated into base survey mapping.

Deliverables shall include a preliminary drafted survey in AutoCAD and PDF formats. Our firm shall be prepared to begin preparatory work upon notice to proceed and shall deliver the final survey within 12 weeks of the start date. Our firm shall bill on a Fixed Fee basis as follows:

Boundary, Topographic, & Planimetric Survey	\$62,500
<i>+/- 26 Acres, Planimetrics, 1' Contour Interval</i>	
<i>Boundary/Rights-of-Way/Easements</i>	
Subsurface Utility Mapping	\$15,000
<i>+/- 26 Acres Underground Utilities</i>	

Ed Holmes & Associates Land Surveyors, PA has a staff of more than 60 associates of which 17 are licensed Professional Land Surveyors, and we will commit as many resources as necessary to meet your timeframe and expectations. Our field and office staff members are well versed in all facets of surveying, and equipped with the latest mapping technologies, from RTK GPS and Robotic Instrumentation to High-Definition Laser Scanning and Remote Sensing including Aerial Mapping. View our website at www.edholmessurveying.com to learn more about our company. Please don't hesitate to call if you have questions.

Sincerely,



Jason N. Gasperson, PLS, UAS Pilot
Director of Business Development



Accepted By: _____

Date: _____



Legend

- Survey Limits
- Buncombe Parcels

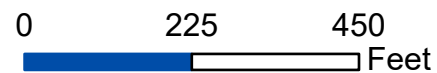
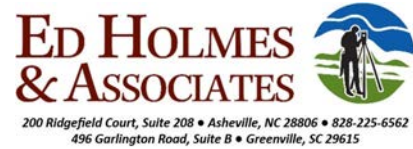
AVL AIRPORT PARKING
GARAGE SURVEY SCOPE
MAP
POR. PIN: 9643-52-3273

PREPARED FOR:
MCFARLAND JOHNSON

LOCATION:
61 TERMINAL DR
FLETCHER, NC 28732

DRAWN BY: KYLE KEATH

DATE: 5/1/24



PIN: 96436216360000
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Deed Book/Page 5565/1196
Plat Book/Page 0092/0011

PIN: 964352327300000
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
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Plat Book/Page 0206/0070





MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: March 14, 2025

ITEM DESCRIPTION - New Business Item E

Approval of Amendment 2G to Gresham Smith for Design Add Services

BACKGROUND

This scope of design services for this amendment has been put together to cover design add services for necessary owner driven changes. These changes include additional restrooms at the Ticket Lobby, new aircraft parking layout to accommodate airline fleet mix changes, the addition of the Aletitude concessions space, modifications to temporary offices for TSA and FAA, and a re-design of the loading area next to the temporary checkpoint.

Airport staff has negotiated with Gresham Smith to complete all of these design add services for a total cost of \$230,000.00.

ISSUES

None.

ALTERNATIVES

None.

New Business – Item E



FISCAL IMPACT

The current cost for this additional design work from Gresham Smith is \$230,000.00. This work was not planned in the original scope of work and will require a budget amendment in this amount to add the necessary funds to the project.

RECOMMENDED ACTION

It is respectfully requested that the Authority Board resolve to 1) approve the amendment 2G to the design contract with Gresham Smith in the amount of \$230,000.00; 2) authorize the President & CEO to execute the necessary documents; and 3) amend the FY24/25 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$230,000.00
Totals		\$230,000.00

This will result in a net increase of \$230,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$230,000.00
Totals		\$230,000.00



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 March, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to Board



**Gresham
Smith**

GS-NC P.C.
An Affiliate of Gresham Smith

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Task Order number 2-part G for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Greater Asheville Regional Airport Authority and GS-NC P.C., an Affiliate of Gresham Smith, dated June 24, 2019.

Project: Phase 2 Terminal Modernization

Scope of Services: As indicated on the Scope of Work document attached to this proposal.

Consultant Team: Gresham Smith and its consultants will provide Overall Project Management, architecture, interior design, structural, mechanical, plumbing, electrical, airside civil, landside civil, special systems and baggage handling design for the Phase 2 Terminal Modernization. This is for additional services identified in correspondence dated March 5th, 2025.

Design Schedule: As indicated on the Scope of Work document attached to this proposal.

Project Budget: As defined by the CMR CGMP's

Fees: Lump Sum of \$230,000 for Additional Services related to the project scope.

Authority:

Greater Asheville Regional Airport Authority

By: _____
President + CEO
Date: _____

Consultant:

Gresham Smith

By: _____
Title: _____
Date: _____

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

Finance Officer

Genuine Ingenuity

201 S. College Street
Suite 1950
Charlotte, NC 28244
704.944.7970

GreshamSmith.com



**Gresham
Smith**

GS-NC P.C.
An Affiliate of Gresham Smith

March 5, 2025

Jared Merrill
Greater Asheville Regional Airport Authority
61 Termina Drive, Suite 1
Fletcher, NC 28732

Subject: Various Tasks Additional Service
AVL Terminal Modernization and Expansion
Asheville Regional Airport
Gresham Smith Project No. 43483.02

Dear Mr. Merrill:

This letter details out the additional tasks we were asked to take on from our notification on October 15, 2024. to summarize the modifications and additional items asked for as part of the design as well as indicating the shortage in time currently allocated for Contract Construction Administration services.

The list of the following items have all been identified as additional services:

1. Design of the restrooms at ticketing (completed)
2. New aircraft parking layout to increase to 10 ADG III positions. This includes a Potable water cabinet at each of those positions along with modifications to the fixed portion of the passenger boarding bridges at gates 6+7 (completed)
3. Addition of the Aletitude concession near gate 11 (completed)
4. Miscellaneous changes identified in meeting on 9/11/24 that adjusted already installed wall locations, addition of office build out in administration level, relocation of storage rooms, changing room modifications to modify occupancy (completed)
5. Re-design of the loading area around the Central Energy Plant (Underground issued)

Several of these items have been on-going and needed to be responded to immediately to not hold up construction efforts. As a team we have been utilizing the funding that we have in place to help speed these along

Genuine Ingenuity

620 Tryon Street
Suite 500
Charlotte, NC 28202
704.944.7970

GreshamSmith.com



Jared Merrill
March 5, 2025

	Gresham Smith	AME	Arora	Delta Consultants	JSM	AVCON	SME	JMT
Task 1	\$27,000	\$20,000	\$10,000	\$0	\$0	\$0	\$0	\$0
Task 2	\$18,000	\$5,000	\$5,000	\$25,000	\$0	\$0	\$0	\$0
Task 3	\$9,000	\$5,000	\$3,000	\$0	\$0	\$0	\$0	\$0
Task 4	\$17,000	\$5,000	\$3,000	\$0	\$0	\$0	\$0	\$0
Task 5	\$67,000	\$7,000	\$4,000	\$0	\$0	\$0	\$0	\$0
Total	\$138,000	\$42,000	\$25,000	\$25,000	\$0	\$0	\$0	\$0

Total lump sum amount of \$230,000

We have also excluded the ATCT re-phasing as we are still tracking that separately. If there are any questions, please do not hesitate to reach out.

Sincerely,

Brad Sucher, AIA NCARB
Project Manager

Attachments

- Attachment A – AME Proposal
- Attachment B – Arora Proposal

Copy Lexie Farmer, Anna Henderson - GARAA
Vin Del Nero - Parsons



FEDERAL HUBZONE
SMALL BUSINESS ENTERPRISE
ESTABLISHED 2006

CHARLOTTE, NC
704.295.4AME (4263)
www.ame-pc.com

December 9, 2024

Gresham Smith
10 South 6th Street, Suite 100
Richmond, VA 23219-3843

Attention: Brad Sucher, AIA, NCARB
Reference: **Asheville Airport – Additional Services – Asheville, NC
Fee Proposal**

Brad,

We write with our scope of services for the Mechanical, Electrical, Fire Alarm and Plumbing Engineering design services for the list of items below:

1. Design of the restrooms at ticketing (completed)
2. New aircraft parking layout to increase to 10 ADG III positions. This includes a Potable water cabinet at each of those positions along with modifications to the fixed portion of the passenger boarding bridges at gates 6+7 (completed)
3. Addition of the Aleitude concession near gate 11 (completed)
4. Miscellaneous changes identified in meeting on 9/11/24 that adjusted already installed wall locations, addition of office build out in administration level, relocation of storage rooms, changing room modifications to modify occupancy (completed)
5. Re-design of the loading area around the Central Energy Plant (Underground issued)

Our fees are as follows:

Additional Services	\$ 42,000.00
Total.....	\$ 42,000.00

Our scope does not include Fire Protection Design or any Low Voltage System Design. Thank you for considering our services for this project. We look forward to working with you and your team.

Stephen Turner
Vice President - Operations
AME Consulting Engineers, PC



Arora Engineers
1600 Market Street, Suite 1630
Philadelphia, PA 19103

P (215) 571-4930
F (610) 459-7950
aroraengineers.com

December 09, 2024

Revision #: 00

Brad Sucher, AIA, NCARB
Project Architect
Gresham Smith
10 South 6th Street, Suite 100
Richmond, VA 23219-3843

D: 804.344.2440
M: 248.505.8976
Email: brad.sucher@greshamsmith.com

RE: Asheville Regional Airport (AVL) Phase 2 Terminal Modernization Project – Additional Services

Dear Mr. Sucher,

Arora Engineers, LLC. (Arora) is pleased to offer this fee proposal for Special Systems and Fire Protection Engineering as well as Code Consulting services associated with the AVL Phase 2 Terminal Modernization Project Additional Services to the base contract.

The list of the following items have all been identified as additional services:

1. Design of the restrooms at ticketing (completed)
2. New aircraft parking layout to increase to 10 ADG III positions. This includes a Potable water cabinet at each of those positions along with modifications to the fixed portion of the passenger boarding bridges at gates 6+7 (completed)
3. Addition of the Aleitude concession near gate 11 (completed)
4. Miscellaneous changes identified in meeting on 9/11/24 that adjusted already installed wall locations, addition of office build out in administration level, relocation of storage rooms, changing room modifications to modify occupancy (completed)
5. Re-design of the loading area around the Central Energy Plant (Underground issued)

Organization Chart/Staffing/PM:

Per original Contract

Deliverables:

100% CDs for GMP 3 via ASI (through 33)

Schedule:

As directed by Gresham Smith

Fee:

We are therefore requesting a total lump sum fee in the amount of: **\$25,000.00**

Exclusions and Assumptions:

- All other assumptions from Arora's current contract are applicable here.

We trust that you will find this proposal in order and look forward to working with you on this project. Please contact me at 610-459-7998 if you have any questions.

Sincerely,

Edward W. Hart, RCDD
Vice President, Special Systems Practice Lead
Arora Engineers

Proposal Accepted by:

Brad Sucher, Gresham Smith

DATE:

CC: Marketing Group (P24-xxx)

STANDARD TERMS AND CONDITIONS

Per current contract.



MEMORANDUM

TO: Members of the Airport Authority Board

FROM: Jared Merrill
Vice President – Planning

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item F

Approval of Contract with Facility Planners Inc. (FPI) for a Portion of the Furniture in the new Terminal Building

BACKGROUND

As the Authority Board is aware, the new North Concourse is scheduled to open in June 2025. To meet this deadline, the Authority published a Request for Proposals (RFP) for the Terminal Furniture on September 25, 2024. This RFP was specifically written to give the Authority flexibility to choose multiple firms based on the furniture they propose. Prior to the deadline of November 4, 2024, the Authority received eight proposals. Authority staff created a selection committee, scored each proposal based on the quality of the proposals, types of furniture for each space, and price. Upon scoring the proposals and reviewing feedback from the Program Manager and Design Team, the committee selected two companies to supply the furniture needs for the new Terminal Building.

The Board approved the contract with Arconas Inc. in December 2024 for the tandem seating, outdoor benches, and waster receptacles in the new Terminal. Airport staff selected FPI to supply all of the supplemental furniture such as tables, chairs, stools, and bench seating for the common areas for the Terminal. FPI scored the highest for these specific items.

FPI has revised their proposal to only include the furniture the selection committee determined would be needed to supplement the furniture being provided by Arconas. The updated proposal is \$1,876,731.75.

New Business – Item F



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
New Business Item F
Contract Approval – Terminal Furniture FPI

This RFP did not include the furniture for the new Administration Offices. An RFP for that furniture will be created closer to the opening of this space once the South Concourse is complete.

ISSUES

None.

ALTERNATIVES

The Authority Board could elect not to move forward with the award of this contract. However, this could delay the opening of the new North Concourse.

FISCAL IMPACT

This portion of the furniture supplied by Facility Planners Inc. will total \$1,876,731.75. This cost was included in the previously approved Terminal Project budget and is expected to be paid for utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Contract with Facility Planners Inc. for the supplemental furniture in the amount of \$1,876,731.75; and (2) authorize the President & CEO to execute the necessary documents.

AGREEMENT

AIRPORT TERMINAL BUILDING FURNISHINGS **FOR THE** **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

This Agreement made and entered into this ____ day of _____, 2025, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the “Authority”) and FACILITY PLANNERS INC. (the “Company”).

WITNESSETH:

The Authority desires to allow the Company the right and obligation to sell, transfer and deliver newly manufactured Airport Terminal Building Furnishings to the Airport (the “Product”) in the manner and frequency as specified in this Agreement.

The Company is qualified and willing to provide such Product.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained and other valuable consideration, the Authority and the Company hereby mutually undertake, promise and agree, each for themselves, their successors and assigns as follows:

I. EMPLOYMENT OF THE COMPANY

The Company agrees to provide the Product herein described, in accordance with the terms of this Agreement all at the Company’s sole expense.

II. SCOPE OF WORK

2.1 The Company agrees to sell, transfer, deliver and install in accordance with the terms set forth in the proposals attached Exhibit A and Exhibit B. The terms of the Agreement Documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations or other similar documents shall be binding upon the Authority unless such document is signed by an authorized representative of the Authority.

2.2 The Company agrees to provide all personnel, labor, supplies and equipment required for the purchase.

III. PRODUCT

- 3.1 Quantity: See attached proposals from Facility Planners Inc. dated March 6, 2025 Exhibit A and Exhibit B.
- 3.2 Description: See attached proposals from Facility Planners Inc. dated March 6, 2025 Exhibit A and Exhibit B.

IV. WARRANTY

4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship, and shall conform to the proposals. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The Product furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. Manufacturer furnishing this Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.

4.2 In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Company to provide personnel, equipment and supplies necessary to correct any deficiencies. If within ten days of such notice, Company has not addressed the correction of deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to effect such remedy. Any such amounts so charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.

4.3 Until expiration of any stated warranties the Authority shall inspect the Product and immediately notify the Company of any issues. The Company will immediately resolve any issues relating to the Product and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.

4.4 Warranty periods will begin once furniture is installed/delivered and stored and approved by the Authority per each phase of the project.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning March 14, 2025 and ending upon delivery and

acceptance of agreed upon units of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

6.1 The Authority shall pay the Company the lump sum amount of \$1,876,731.75. -for furnishing the Product in accordance with Attached Exhibit C Terms

6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior written approval of the Authority.

VII. INSURANCE REQUIREMENTS

7.1 The company agrees to carry and furnish the Authority a certificate(s) of public liability insurance in single limit amounts not less than \$5,000,000.00 and automobile liability insurance in single limit amounts not less than \$4,000,000.00, for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.

7.2 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

VIII. SECURITY REQUIREMENTS

8.1 The Authority shall maintain through the term of this Agreement the Bid Bond, Performance and Payment Bonds provided by Company as part of its bid and Agreement for the Product.

IX. DELIVERY AND INSTALLATION

9.1 The Product shall be delivered Freight On Board (FOB) to the Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, and NC 28732. Delivery of the

Product shall be coordinated with the Chief Operations Officer, or other designated representative.

9.2 All pricing shall be based on FOB destination delivery. The product shall be delivered via transport trailer and to the delivery location from its point of manufacture and/or suitable storage facility.

X. INVOICE AND PAYMENT

10.1 Payment terms are deposit and progress payments upon approval of vendors in Exhibit C for orders of each phase. Final payments will be net 30 days from Company's invoice date, on a phase by phase basis. Warehousing, Insurance, Bonding Costs and Labor shall be due within 30 days of invoice and shall accrue monthly as work is performed.

10.2 Invoice shall be directed to:
Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

10.3 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").

XI. TITLE AND RISK OF LOSS

Unless otherwise specified in connection with a particular order placed pursuant to this Agreement, title and risk of loss of or damage to the Product shall pass from the Company to the Authority when delivered to the Authority and/or specified storage facility as specified in the order, except for loss or damage resulting from Company's fault or negligence or failure to comply with an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

XII. STATUS OF COMPANY

The status of the Company under this Contract shall be that of an independent contractor retained on a contractual basis to provide Product for a limited period of time, and it is not

intended nor shall it be construed that the Company, or employees of the Company, are employees, officers or agents of the Authority for any purpose whatsoever.

XIII. TERMINATION

13.1 **TERMINATION FOR CONVENIENCE** : The Authority may terminate this contract in whole or in part up until the placement of orders with manufacturers for each phase by providing written notice to the Company. Such action may be without cause and without prejudice to any other right or remedy of Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, the Company shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- a. Company must immediately discontinue work as specified in the written notice.
- b. Terminate all subcontracts to the extent they relate to the work terminated under the notice and are within the individual manufacturers terms.
- c. Discontinue orders for materials and services except as directed by the written notice and are within the individual manufacturers terms.
- d. Deliver to the Authority all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- e. Complete performance of the work not terminated by the notice.
- f. Take action as directed by the Authority to protect and preserve property and work related to this contract that Authority will take possession.

Authority agrees to pay Company for:

- g. Completed and acceptable furniture produced and work executed in accordance with the contract documents prior to the effective date of termination;
- h. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- i. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- j. Reasonable and substantiated expenses to the Company directly attributable to Authority's termination action.

Authority will not pay Company for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

13.2 TERMINATION FOR CAUSE: The Authority may, by written notice of default to the Company, terminate all or part of this Contract for cause if the Company:

- a. Fails to begin the Work under the Contract within the time specified in the Notice- to- Proceed;
- b. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- c. Fails to make delivery of the furniture within the time specified in the Contract, including any Authority approved extensions;
- d. Fails to comply with material provisions of the Contract;
- e. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- f. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Authority will give notice in writing to the Company and Surety of its intent to terminate the contract for cause. At the Authority's discretion, the notice may allow the Company and Surety an opportunity to cure the breach or default. If within [10] days of the receipt of notice, the Company or Surety fails to remedy the breach or default to the satisfaction of the Authority, the Authority has authority to acquire equipment by other procurement action. The Company will be liable to the Authority for any excess costs the Authority incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Company for such completed equipment, such sum as the Authority determines to be necessary to protect the Authority against loss because of Company default.

The Authority will not terminate the Company's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Company. Examples of such acceptable causes include: acts of God, acts of the Authority, acts of another Company in the

performance of a contract with the Authority, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Company’s right to proceed, the Authority determines that the Company was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Authority issued the termination for the convenience the Authority.

The rights and remedies of the Authority in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIV. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Product, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Product to an extent not acceptable to the Authority, the Authority reserves the right to cancel the Agreement, pay for any Product provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

XV. NOTICES

Notices to either party provided for herein shall be in writing and shall be sufficient if hand-delivered, sent by courier, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Greater Asheville Regional Airport Authority
Attn: President / CEO
61 Terminal Drive, Suite 1
Fletcher, NC 28732

To Company: SJH Holdings dba Facility Planners
Attn: Nancy Leach
2934 Sidco Drive, Suite 110
Nashville, TN 37204

or to such other respective address as the parties may designate to each other in writing from time to time.

XVI. COMPLIANCE WITH LAWS

Both parties agree that in performing under this Agreement, they will in all respects follow and comply with all applicable governmental laws, regulations, orders and other rules of duly constituted Authority.

XVII. NO ASSIGNMENT

The Company shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Company hereunder, without the prior express written consent of the Authority.

XVIII. CUMULATIVE REMEDIES, WAIVER

The parties agree that any and all remedies that are provided for in this Agreement shall be cumulative and in addition to any other remedies which are provided for in law or equity. No waiver or failure to act on the part of any party to this Agreement shall prevent such party from later exercising their rights under this Agreement.

XIX. COMPLETE UNDERSTANDING

This Agreement sets forth the entire Agreement between the parties. This Agreement may not be changed, altered or amended except by a writing signed by both parties.

XX. NON-DISCRIMINATION

20.1 During the performance of this Agreement, the Company, for itself, its assignees and successor interest, agrees as follows:

a. Compliance with Regulations. The Company shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of

materials or leases of equipment, each potential subcontractor supplier shall be notified by the Company of the Company's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.

d. Information and Reports. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance. In the event of the Company noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the Company under the Agreement until the Company complies, and /or

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions. The Company shall include the provisions of paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Company shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Company assures 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 that benefit from Federal assistance. This Section obligates the Company for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or

interest therein or structures or improvements thereon. In these cases, this Section obligates the Company for the longer of the following periods: (a) the period during which the property for which Federal assistance is extended, or for another purpose involving the provision of similar Product or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors this Section binds the contractors from the Proposal solicitation period through the completion of the contract. The Company shall include the provisions of this Section in every subcontract, including procurements of materials and lease of equipment, under this Agreement.

XXI. INDEMNIFICATION

Company agrees to defend, indemnify and hold harmless Authority and Authority's directors, officers and employees from and against all claims, actions, suits, decrees, judgments, losses, levies, assessments, liabilities, or damages arising under or by reason of this Agreement, and any costs or expenses (including reasonable attorney's fees and court costs) incurred by the Authority to defend or settle any such claims, suits, actions, liabilities, judgments, or decrees which result from or are related to (i) the acts or omissions of Company or Company's employees, agents, or invitees, (ii) any services provided hereunder or materials used in connection therewith by any of the foregoing being defective or otherwise unsuitable, or (iii) any breach of this Agreement by Company.

XXII. INDEPENDENT CONTRACTOR

It is agreed and understood that in performing its Product hereunder, the Company acts as an independent contractor in every respect and that the Company shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the Authority. The selection, retention, assignment, direction and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees. The Company agrees that its employee shall have no right to participate in any group, life, and accident or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform Product pursuant to this Agreement, and the Company shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their Product.

XXIII. SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, the rights of the Company to use the premises, facilities, rights, licenses, Product and privileges herein granted shall cease and the Company shall forthwith, upon such expiration or termination, surrender the same.

XXIV. HEADINGS

The paragraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

XXV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina.

XXVI. INCORPORATION OF DOCUMENTS

This Agreement, together with the following documents, constitutes the Agreement Documents and are attached hereto and made a part hereof:

- 1. Request for Proposals Document (RFP)**
- 2. Company Submittal to RFP (Proposal)
- 3. Proposal Exhibit A – Phase I
- 4. Proposal Exhibit B – Phase II
- 5. Exhibit C – Manufacturers Terms
- 6. Agreement
- 7. Insurance Certificates
- 8. Bid Bond, Payment and Performance Bonds

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

**To the extent that the RFP conflicts with the Agreement or Exhibits A - C., the latter control.

IN TESTIMONY WHEREOF, each of the parties has caused its duly authorized representative to execute and deliver this Agreement, effective as of the date first above written.

COMPANY:

FACILITY PLANNERS INC.



BY: _____

Nancy Leach, RID, MBA
President and Founder

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

BY: _____

Lew Bleiweis, A.A.E.
President and CEO

WITNESS:



TITLE: Senior Admin

TITLE: _____

ASHEVILLE AIRPORT MANUFACTURERS TERMS, WARRANTY, LEAD TIMES AND AVAILABILITY

AVL Vendor Furniture Order Terms

updated March 11, 2025

PHASE 1- Estimated May 2025 Install

Manufacturer	Total Sell	Terms	Lead Time	Notes	12-Mar-25	11-Apr-25	31-May-25	
					To Order	To Ship	Balance Due Upon Receipt	
Agati	\$ 190,262.00	30% dep/30% to ship/40% upon del/acceptance	10-12 weeks	Need PO by end of Feb to meet date	\$57,078.60	\$57,078.60	\$76,104.80	
		30% dep/30% to ship/40% upon del/acceptance						
Forms + Surfaces*	\$ 10,254.00	100 to ship	8 weeks	Order online	\$3,076.20	\$3,076.20	\$4,101.60	
Grainger	\$ 540.00	30% dep/30% to ship/40% upon del/acceptance	2-3 weeks			\$1,080.00		
Grand Rapids Chair*	\$ 49,394.00	30% dep/30% to ship/40% upon del/acceptance	8 weeks			\$14,818.20	\$14,818.20	\$19,757.60
Kimball	\$ 262.00	Net 30	4-5 weeks				\$ 524.00	
OFS Carolina*	\$ 104,841.00	30% dep/30% 2 wks b-4 shipping/40% upon del/acceptance	6-8 weeks		\$31,452.30	\$31,452.30	\$41,936.40	
		30% dep/30% 2 wks b-4 shipping/40% upon del/acceptance						
OFS*	\$ 311,480.00	1% 10/ Net 30	6-8 weeks		\$93,444.00	\$93,444.00	\$124,592.00	
Sit On It	\$ 1,425.00	30% dep/30% to ship/40% upon del/acceptance	4-5 weeks				\$2,850.00	
Tonik*	\$ 9,351.00	30% dep/30% to ship/40% upon del/acceptance	5-6 weeks		\$2,805.30	\$2,805.30	\$3,740.40	

PHASE 2- Estimated Feb/March 2027 Install

Forms + Surfaces*	\$ 10,254.00	30% dep/30% to ship/40% upon del/acceptance	8 weeks		\$3,076.20	\$3,076.20	\$4,101.60
Landscape Forms	\$ 14,686.00	Net 30 / No dep required	5-6 weeks	Can hold order for 12 months once PO received			
Sit On It	\$ 1,425.00	1% 10/ Net 30	4-5 weeks				
Tenjam	\$ 2,409.00	Net 15	5-6 weeks	We can add \$5/unit and they will hold pricing			\$2,409.00
Tonik*	\$ 9,351.00	30% dep/30% to ship/40% upon del/acceptance	5-6 weeks	Can hold order up to 6 months max	\$2,805.30	\$2,805.30	\$3,740.40

\$208,556.10 \$209,636.10 \$283,857.80

Storage in MONTHS

Store (1) stool start 6/1/25
Store (1) stool start 6/1/25
Store task and cora start 6/1/25
Store (4) benches start 6/1/25
Store starting March 2026 included above
Store ottomans start 6/1/25
Store starting October 2025

ASHEVILLE AIRPORT MANUFACTURERS TERMS, WARRANTY, LEAD TIMES AND AVAILABILITY

PHASE 2 - Estimated Feb/March 2027 Install			TBD YE 2025		1-Mar-26	May 15,2026	Jan-27	Mar-27		
Manufacturer	Total Sell		Lead Time	Notes	To Order	To Ship	To Ship	To Ship	Balance Due Upon Receipt	
Agati	\$ 211,407.00	30% dep/30% to ship/40% upon del/acceptance	10-12 weeks	Added 5% to quote to hold pricing until 2026 production	\$63,422.10			\$63,422.10	\$84,562.80	Ship JIT
Grainger	\$ 540.00	100 to ship	2-3 weeks	Order Online						
Grand Rapids Chair*	\$ 42,485.00	30% dep/30% to ship/40% upon del/acceptance	8 weeks	Can hold pricing until 12/31/25	\$12,745.50	\$12,745.50	\$16,994.00			Store from March '26 to March '27 included above
Kimball	\$ 262.00	Net 30	4-5 weeks							
Landscape Forms	\$ 14,686.00	Net 30 / No dep required	5-6 weeks	Can hold order for 12 months once PO received		\$ 14,686.00				included above
OFS Carolina*	\$ 169,024.00	30% dep/30% 2 wks b-4 shipping/40% upon del/acceptance	6-8 weeks	Would have to use current list pricing- order before next price increase?	\$50,707.20	\$50,707.20	\$67,609.60			Store from March '26 to March '27
OFS*	\$ 407,147.00	30% dep/30% 2 wks b-4 shipping/40% upon del/acceptance	6-8 weeks	Would have to use current list pricing- order before next price increase?	\$122,144.10	\$122,144.10	\$162,858.80			Store from March '26 to March '27

WARRANTY PERIOD

Agati- 10 years				\$249,018.90	\$200,282.80	\$247,462.40	\$63,422.10	\$84,562.80
Carolina/OFS- 12 years; 5 years for electrical	PYMT #1	12-Mar-25	\$208,556.10					
Forms+Surfaces- 3 years, OUTDOOR USE	PYMT #2	11-Apr-25	\$209,636.10					
Grainger- online cot order [1 year]	PYMT #3	31-May-25	\$283,857.80					
Grand Rapids- 10 years	PYMT #4	12-Dec-25	\$249,018.90					
Kimball- 12 years	PYMT #5	1-Mar-26	\$200,282.80					
Sit On It- Lifetime, 5 years on Mesh	PYMT #6	15-May-26	\$247,462.40					
Tonik- 5 years	PYMT #7	2-Jan-27	\$63,422.10					
Landscape Forms- 3 years OUTDOOR USE	PYMT #8	1-Mar-27	\$84,562.80					
Tenjam- 3 years OUTDOOR USE				Product	Bonds, et. al.	Total		
Designtex fabric- 5 years				\$1,546,799.00	\$329,933.00	\$1,876,732.00		
Momentum fabric- 5 years								
Maharam fabric- 3 years								
CF Stinson fabric- 3 years								

NO ATTIC STOCK INCLUDED

82042U - Total HEYA loveseats on order 12 - Calculating 69 yards for the surround of the Heya loveseat (5.75 yards is required per loveseat surround)

82441U - Total HEYA chairs on order 40 - Calculating 200 yards for the surround of the Heya chair (5 yards is required per chair surround)

Total yardage needed from Maharam - 269 yards. Current Maharam yardage in stock - 226 yards as of 031125.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item G

Approval of the award of a contract with a _____ to be determined for the Phase 1 Hangar Demolition for the Remain Overnight (RON) Parking Apron Project

BACKGROUND

As the Board is aware, with the increase of passengers and flights, the airport continues to have commercial service aircraft parking shortages during overnight periods despite the three additional RON Parking positions created on the South General Aviation Ramp a few years ago. On November 8, 2024, the Board approved the design services for this project with McFarland Johnson.

During the design process and in meeting with the airlines, the best path forward for this project is to demolish the hangars first to allow for aircraft parking through this summer and fall. Then proceed with the ramp reconstruction and paving in early Spring 2026.

Airport staff has worked with multiple contractors to get pricing to complete the work necessary to demolish these three hangars. This scope of work includes temporary measures, the demolition of the three hangars, and the necessary fencing modifications to keep the area secure.

The Airport has received one quote and is waiting for two other contractors to submit their quotes. The quote received as of this board meeting is within the established budget for the demolition of the hangars. As time is of the essence to meet the RON parking demands for this June, it is respectfully requested that the Board approve an award of a contract for the demolition of the hangars not to exceed \$170,000.

New Business – Item G



ISSUES

None.

ALTERNATIVES

The Board could elect to not move forward with this contract award. However, this will reduce the RON parking capacity for this summer, below what is being requested by the airlines.

FISCAL IMPACT

The total cost for this work will not exceed \$170,000. Presently, all of this will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve a contract for the demolition of the hangars for the RON Parking Apron Project in the amount not to exceed \$170,000; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2024/2025 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	\$170,000 _____
Totals	_____	\$170,000 _____



This will result in a net increase of \$170,000 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	\$170,000
Totals	_____	\$170,000

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 March 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, Vice President Business Development & Properties

DATE: March 14, 2025

ITEM DESCRIPTION – New Business Item H

Approval to terminate the Ground Lease and Agreement between DreamCatcher Broadmoor NC., LLC, and the Greater Asheville Regional Airport Authority entered into on August 14, 2021, and replace the terminated agreement with two new agreements.

BACKGROUND

The Greater Asheville Regional Airport Authority (Authority) entered into a long-term Ground Lease and Agreement on August 14, 2021, with DreamCatcher Broadmoor NC LLC., for the management and operation of the 18-hole golf course, and to develop, finance, construct, operate and maintain a AAA Rated 4-Diamond Hotel.

The President of DreamCatcher Broadmoor NC LLC., has requested the Authority separate the Ground Lease and Agreement into two agreements due to the restructuring of the financial partners for the transaction for the hotel development. Most of the business terms will remain unchanged; however, there are several modifications staff is requesting approval.

Hotel and Conference Center Lease and Agreement

DreamCatcher Asheville LLC., (DreamCatcher-Hotel) entity is affiliated with the Poarch Band of Creek Indians. The area being leased by DreamCatcher-Hotel will reduce from six acres to four acres of land within the leasehold. This reduces the ground rent paid to the Authority in the amount of \$2,832 per month. DreamCatcher-Hotel will have thirty months from the Lease effective date to complete the improvements. If hotel construction has not commenced within seven months, DreamCatcher-Hotel will pay a penalty fee in the amount of ten percent (10%) of the monthly rent to Authority for each

New Business - Item H



month following seven months until construction commences. All other provisions for the hotel and conference center development in the previous lease will remain.

Golf Course Lease and Agreement

Following the events of Hurricane Helene on September 27, 2024, the golf course was assessed by the tenant's insurance provider as a complete loss. DreamCatcher Broadmoor LLC., (DreamCatcher-Golf Course) desires to continue to lease and manage the 18-hole golf course and will restore the 18-hole golf course, clubhouse, and the maintenance building to its original condition prior to Helene. DreamCatcher-Golf Course will continue to maintain the property at its sole cost and expense.

The Authority will no longer be responsible for relocating Golf Hole #10, as the course will be redesigned to keep golf holes #10 and #11. The Authority will continue to have the right to redevelop the area where the driving range is located, identified as Parcel A. Parcel B has been identified as potential redevelopment.

DreamCatcher-Golf Course will have the right to add additional amenities, such as pickle ball courts, tennis courts, on Parcel B. All additional amenities must be approved in advance by the Authority and DreamCatcher-Golf Course has agreed to pay percentage rent on those additional amenities, to be negotiated at the time such amenities are proposed to Authority. DreamCatcher-Golf Course will have until June 30, 2030, to seek approval and develop the additional amenities on Parcel B, otherwise all rights to development will be null and void and the Authority may develop Parcel B as it desires. The attached Exhibit depicts Parcel A and Parcel B.

DreamCatcher-Golf Course will have the right to request termination of the lease for the golf course in the event damage or destruction to golf course is substantial that insurance will not cover the loss and all proceeds for the insurance will be distributed to the lender, if applicable, and Authority.

The Authority will grant a tenant allowance of rent credits up to fourteen months, upon completion of the restoration of the 18-hole golf course, clubhouse, and maintenance building and reopening of the 18-hole golf course, which shall be no later than May 1, 2026.

ISSUES

The Broadmoor Golf Course was a complete loss as a result of Hurricane Helene and requires substantial renovation and repairs. By proceeding with separating this lease into two, the golf course will be renovated and reopened, and the development of the hotel will proceed.



ALTERNATIVES

1. Close the golf course.
2. Revisit development for the land.

FISCAL IMPACT

DreamCatcher–Golf Course will continue to pay the fixed course fee, in the amount of \$148,526 per year, paid monthly beginning upon the agreement effective date.

DreamCatcher-Hotel, will pay ground rent to the Authority for the Hotel and Conference Center at \$0.3914 per square foot per year, which equals \$68,027.04 annually and will be paid beginning on the agreement effective date. In addition, beginning July 1, 2035, through June 30, 2045, DreamCatcher-Hotel will pay percentage rent in the amount of 0.5% of gross receipts that exceed \$10M/annually. Beginning July 1, 2045, and continuing throughout the remaining lease term, DreamCatcher-Hotel will pay percentage rent in the amount of 1% of gross receipts that exceed \$10M/annually.

The ground rent and the golf course rent will be adjusted annually by either the Consumer Price Index (CPI) or 3%, whichever is less.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve terminating the Ground Lease and Agreement entered into on August 14, 2021 and replacing it with two separate Agreements, one for the restoration, operation and management of the 18-hole golf course described above with DreamCatcher Broadmoor, LLC., and one for the 4-Diamond AAA rated Hotel and Conference Center development and management with DreamCatcher Asheville, LLC., (2) authorize the President & CEO to execute the necessary documents, and (3) resolve to amend the FY2024/2025 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Transfer to GARAA Cash	\$10,047.23	
Totals	<u>\$10,047.23</u>	<u> </u>

This will result in a net decrease of \$10,047.23 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Land Leases	\$10,047.23	
Totals	<u>\$10,047.23</u>	<u> </u>

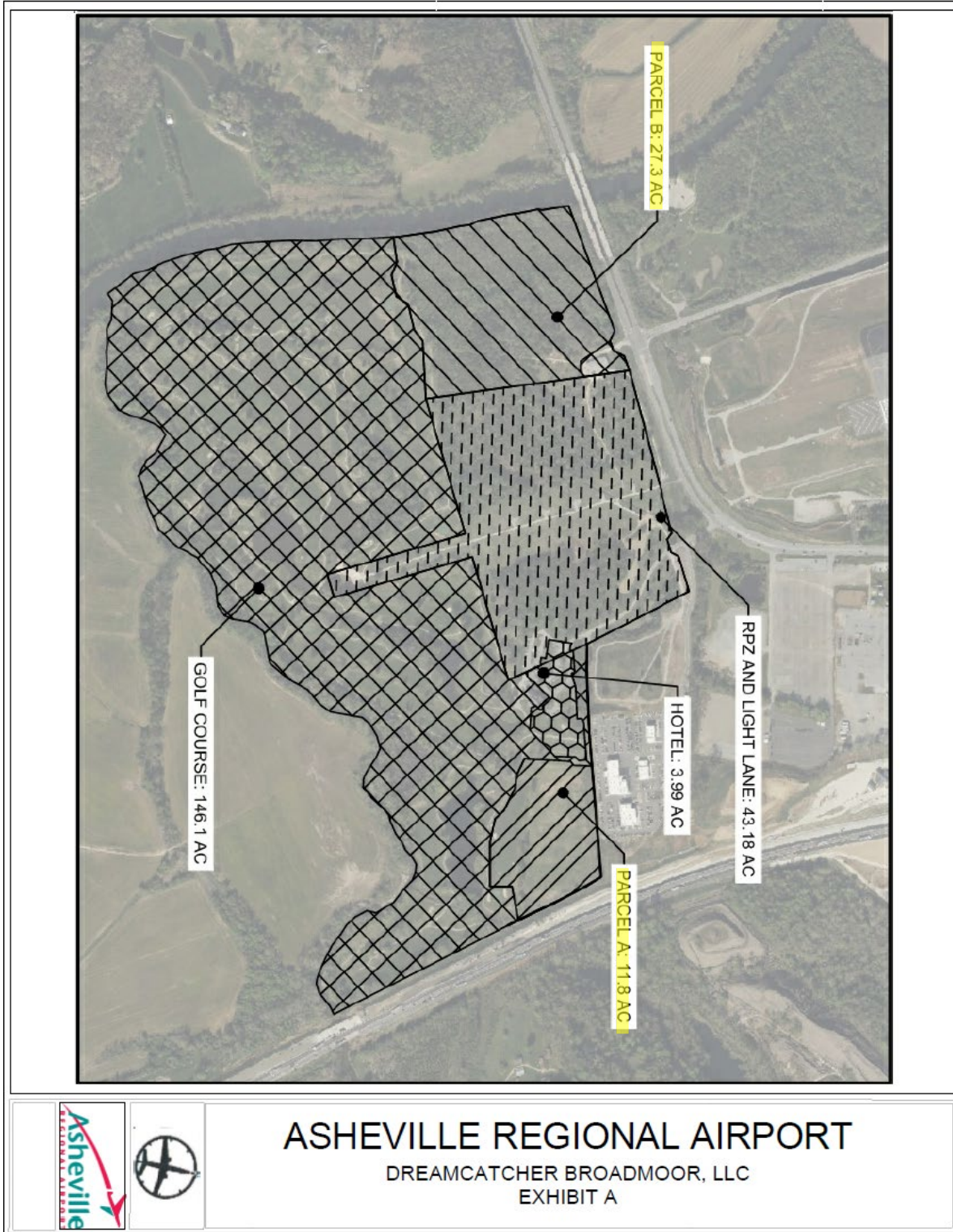
Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 14th day of March 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board





GROUND LEASE AND AGREEMENT

BETWEEN

GREATER ASHEVILLE REGIONAL AIRPORT

AUTHORITY

AND

DREAMCATCHER ASHEVILLE LLC

Lease Effective Date: _____

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GROUND LEASE AND AGREEMENT

This Ground Lease and Agreement ("Lease") is made and entered into 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 owner and operator of the Asheville Regional Airport ("Airport"), and Dreamcatcher Asheville LLC ("Lessee"), a Delaware limited liability company, authorized to do business in the State of North Carolina. Authority and Lessee are referred to herein as the Parties and individually as a Party. This Lease is effective when signed by Authority ("Lease Effective Date").

RECITALS

A. WHEREAS, the Authority owns approximately 189 acres of real property known as the Broadmoor Links Golf Course located at 101 French Broad Lane, Fletcher, North Carolina, 28732 ("Course"). Within the Course is approximately 45 acres that will be redeveloped by the Authority or its designee ("Redevelopment Parcel") and Lessee desires to develop approximately four acres ("Premises") within the Redevelopment Parcel. The Premises is legally described and graphically depicted on **Exhibit A**; and

B. WHEREAS, on August 14, 2021, Authority entered into a Ground Lease and Agreement for management and operation of the 18-hole Broadmoor Links Golf Course and its amenities, and to develop, maintain, and operate a AAA Rated 4-Diamond designation hotel; and,

C. WHEREAS, the Authority and the Golf Course tenant now desire to separate the hotel development from the lease, management and operation of the Golf Course; and,

D. WHEREAS, the Authority and the Golf Course tenant desire to terminate the Ground Lease and Agreement entered into on August 14, 2021, upon this Lease's Effective Date and replace two separate agreements in its stead; and,

E. WHEREAS, the Lessee desires to lease the Premises from the Authority to develop the Premises into a AAA Rated 4-Diamond designation, or its equivalent that provides standards consistent with the Competitive Set in **Exhibit D**, with a minimum 145 key and/or rental unit hotel ("Hotel") with minimum 12,000 square feet conference center space ("Conference Center") that meets federal requirements for compatible land uses ("Project"); and

F. WHEREAS, the Lessee desires to develop, finance, and construct the Project, at Lessee's sole cost and expense, and operate and maintain the Project in accordance with the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

AGREEMENT

ARTICLE 1 - DEFINITIONS

Definitions. As used in this Lease, the following words and terms have the following meanings:

1.1. *43.15 Acre Parcel* means that parcel containing 43.15 acres, more or less, and identified as Tax Parcel Number 9642-76-0772 and described in Record Book 3139 at Page 98, Henderson County, NC Registry and described in Article 3.

1.2. *AAA Rating Standards* or its equivalent, means all diamond designation standards of the AAA for hotels and as described in Article 7.2.

1.3. *AAA Performance Threshold* is as defined in Article 7.3.

1.4. *A/E* means a licensed contractor, engineer, or architect, and who is licensed to do business in the State of North Carolina.

1.5. *ACDBE* means the Airport Concession Disadvantaged Business Enterprise.

1.6. *Agreement or Lease* means this Ground Lease and Agreement between the Authority and the Lessee dated as of the Effective Date and containing the terms and conditions for the design, construction, financing, and operation of a hotel and conference center.

1.7. *Authority* is the Greater Asheville Regional Airport Authority.

1.8. *Casualty* means substantial damage or destruction of structural components of the Lessee Improvements on the Premises as described in Article 22.7.

1.9. *Competitive Set* is the set of performance standards described in Article 7.3.1 and in **Exhibit D**.

1.10. *Condition Assessment Report* means a report of the useful life remaining of the structures and systems of the Lessee Improvements and opinion of repairs, replacements, or refurbishments recommended to maintain the operationally useful state and condition of the Premises as defined and required by Article 10.

1.11. *Conference Center* means a minimum 12,000 square feet conference center space to be constructed with the Hotel upon the Premises.

1.12. *Construction Completion Date* means the date of completion of the Project as defined in Article 14.1.

1.13. *Delinquency Charge* shall mean the delinquency interest charge for late or failure to pay Rent as described in Article 5.3.1.

1.14. *Encumbrance* means any lien, cloud, charge, or encumbrance as described in Article 21.

1.15. *Environmental Laws* is as defined in Article 11.4.1.1

1.16. *Exit Audit* means the environmental audit of the Premises as required by Article 11.2.

1.17. *Hotel and Conference Center Records* means the books, records, and accounts of all financial transactions in the operation of Project business activities on the Premises as set forth in Article 6.1.1.

1.18. *Gross Receipts* means all amounts received, billed, delivered and/or realized by the Lessee, reduced only by uncollected debt after a minimum ninety (90) days good faith effort to collect and by providing Authority with documentation of Lessee's efforts to collect the debt, whether by cash, credit or otherwise received from customers and clients of Lessee and any affiliate or subsidiary companies, concessionaires, licensees, permittees, or sublessees conducting any business from or upon the Premises related to Lessee's Hotel, Conference Center and event businesses, including but not limited to food and beverages, telecommunication, functions and special events, meeting room rental, audio visual rental, business center, rental of vehicles, parking, all other services ancillary thereto as authorized by this Agreement. Events shall be booked through the hotel and conference center, and included in Gross Receipts. All revenue is included in the definition of Gross Receipts unless specifically excluded as provided below. In determining whether an amount is or is not Gross Receipts the burden of proof is on the Lessee and all exclusions below will be construed narrowly and adjusted by the deduction of the following, provided that separate records are maintained for such deductions:

1.18.1. The Project operations including hotel room fees, resort fees, pet fees, rental amounts, and food and beverages sales. Functions and special events at the Project are not exempt from Gross Receipts.

1.18.2. Proceeds from the sale of capital assets or expendables as defined by generally accepted accounting principles;

1.18.3. Credits and refunds to customers of the Hotel and Conference Center;

1.18.4. Receipts from the sale or trade-in value of any equipment or materials not constituting an item inventoried by Lessee for sale to the public or used on the Premises by the Lessee.

1.18.5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other locations of business of Lessee, where such exchange or transfer is not made for the purpose of avoiding inclusion of a transaction which would otherwise be made from or at the Premises.

1.18.6. Receipts in the form of rebates, refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers, or manufacturers.

1.18.7. Taxes – Any fee or other charge levied by federal, state, county or municipal government that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

1.19. *Ground Rent* shall be that portion of Rent as defined in Article 5.1.1.

1.20. *Hazardous Materials* is as defined in Article 11.4.1.2.

1.21. *Hotel* means a AAA Rated 4-Diamond designation, or its equivalent that provides standards consistent with the Competitive Set in **Exhibit D**, with a minimum of 145 key and/or rental unit hotel to be constructed upon the Premises.

1.22. *Institutional Lender* means any savings bank, community bank, bank or trust company, savings, and loan association, provided the Institutional Lender is organized under federal or state law, or a real estate investment trust as defined in Section 856 of the Internal Revenue Code of 1986 (26 U.S.C. § 856(a)).

1.23. *Insurance Requirements* are the insurance requirements for the Premises as defined in Article 8.1 and set forth in **Exhibit E**.

1.24. *Lease Books and Records* means books, records, and accounts of all transactions pertaining to this Lease and as described in Article 6.1.1.

1.25. *Lease Effective Date or Effective Date* means the date signed by the Lessee and then accepted and signed by the Authority.

1.26. *Lessee Improvement and/or Lessee Improvements* means any building(s), structure(s), alteration(s), landscaping, parking lots, paved areas, pipes, conduit(s), infrastructure, and/or fixture(s) that Lessee constructs or installs on the Premises pursuant to the provisions of this Lease, and includes all subsequent Lessee Improvements, modifications, and additions that Lessee makes to any Lessee Improvement.

1.27. *Lease Term Commencement Date* shall be the date the Certificate of Beneficial occupancy for the Hotel is received by Lessee or eighteen months from the Lease Effective Date, whichever occurs first.

1.28. *Lease Year* means July 1 through June 30, of each year.

- 1.29. *Lessee* is DreamCatcher Asheville LLC.
- 1.30. *LOC* is the irrevocable letter of credit which can be used as a Security Deposit pursuant to Article 5.4.
- 1.31. *Operating Standards* means the operational standards as set forth in Article 7.1 and **Exhibit C**.
- 1.32. *Percentage Rent* shall mean that portion of Rent as described in Article 5.1.3.
- 1.33. *Performance Threshold Amount* means as defined in Article 7.3.2.
- 1.34. *Permitted Mortgage* means any mortgage, deed of trust, and other security interest held by an Institutional Lender or private lender that constitutes a lien on the Lessee's Improvements that complies with Article 24 (Assignment, Subletting, Mortgage).
- 1.35. *Permitted Uses* means those certain uses and restrictions for use of the Premises as set forth in Article 4.
- 1.36. *Phase I Assessment* means the environmental assessment of the Premises as described in Article 11.1.
- 1.37. *Plans* – means the plans and specifications for the Project as described in Article 14.2.
- 1.38. *Premises means* the parcel of land depicted and legally described on **Exhibit A**,
- 1.39. *Project* means the development, financing, and construction of an AAA Rated 4-Diamond minimum 145 key hotel and minimum 12,000 square feet conference center, on the Premises, meeting the standards for construction with the intent to obtain an AAA Rated 4-Diamond designation, that meets federal requirements for compatible land uses.
- 1.40. *Release* is as defined in Article 11.4.1.3.
- 1.41. *Rent* shall be as set forth in Article 5.1.
- 1.42. *Rent Commencement Date for the Premises* shall be upon the Effective Date.
- 1.43. *RevPAR* the revenue per available room index as described in Article 7.3.1.
- 1.44. *Security Deposit* means the amount delivered to Authority as a security deposit for this Lease as described in Article 5.4.
- 1.45. *STR* means Smith Travel Research.

1.46. *Sublease* means a written agreement by which Lessee gives a person or entity a right to use or occupy the Premises or a part thereof. *Sublease* includes a permit, license, or concession. *Sublease* does not include the rental or use of hotel rooms or of conference center space that is in the ordinary course of business of a hotel or conference center.

1.47. *Term* means the term of this Lease as defined in Article 2.

1.48. *Transfer* or *Transfers* means the sale, assignment, pledge, transfer, mortgage, or sublease of any interest in this Lease or right of use of any portion of the Premises to any third party by Lessee by any means as set forth in Article 24.1.

ARTICLE 2 - TERM

2.1 Term. The term of this Lease is fifty (50) years ("Term"). The Term shall begin on the Lease Commencement Date and expire at 12:00 midnight fifty (50) years later, unless sooner terminated pursuant to the provisions of this Lease.

2.2 Option Term. There are no option terms.

2.3 Holdover. If Tenant continues to occupy the Premises after the expiration or earlier termination of this Lease with Authority's written approval, then Tenant shall occupy the Premises as a licensee under a license based on the same provisions as this Lease. Tenant shall pay a license fee to Authority on the first day of each month of the holdover period in the same amount as Rent and any additional payments when this Lease expired or was terminated. The term of the holdover license shall not exceed nine months.

2.4 Holdover Rent. If Tenant continues to occupy the Premises after the expiration or earlier termination of this Lease without Authority's prior written approval, then Tenant's occupancy shall be deemed at sufferance and Tenant shall pay an occupancy fee equal to 200% of the then monthly Rent and additional payments, but in no event less than the Rent and additional payments in effect when this Lease expired or was terminated. The occupancy fee shall be paid to Authority on the first day of each month during the holdover period. Tenant is bound by and shall comply with all other provisions of this Lease while in possession of the Premises or any part thereof.

2.4.1 Nothing shall be construed, however, to give any right of holdover and Authority may exercise any all remedies of the law or in equity to recover possession of the Premises identified in the Agreement, together with any damages incurred by Authority.

ARTICLE 3 - PREMISES

3.1 Premises. Authority hereby leases to Lessee and Lessee hereby leases from Authority the Premises, 3.99 acres of property as outlined on **Exhibit A**. The

Authority also owns an adjoining parcel containing 43.15 acres, more or less, and identified as Tax Parcel Number 9642-76-0772 and described in Record Book 3139 at Page 98, Henderson County, NC Registry ("43.15 Acre Parcel"), which contains certain improvements and roads benefitting the Premises and also a light lane of the Authority as used and required for the Airport, which 43.15 Acre Parcel is a Runway Protection Zone under FAA guidelines and regulations

3.1.1 Additional Land. The Authority hereby further expressly reserves and Lessee hereby agrees and accepts the Premises subject to, the right of the Authority to secure any additional land and/or access, utility or other development easements of and/or over the Premises that may be necessary in the Authority's discretion to create, use and/or develop the adjoining property to the Premises. Lessee hereby consents and agrees to these easements, and the Authority will provide notification to Lessee of the easements to create legally accessible parcels of land for the adjoining property. Authority shall pay for any damage and cost of repair to the road way, right-of-way, and easement that occurs as a result of the Authority's construction.

3.3 Condition of Premises and Absence of Warranties. Lessee acknowledges and affirms by execution hereof that it has had the opportunity to conduct a full and complete examination of the environmental and other conditions of the Premises and the title thereto and has knowledge of its present uses and non-uses. Lessee accepts the Premises in an AS IS, WHERE IS condition that existed on the Effective Date and without any representation or warranty, express or implied, in fact or by law, by Authority to the title, nature, condition, or usability of the Premises or the uses to which the Premises or any part thereof may be put, and without recourse to Authority as to the title, nature, geology, condition, or usability of the Premises. Authority is not required to furnish any services or facilities or to make any repairs or alterations to the Premises or to provide any off-site improvements, such as utilities or paving or other forms of access to the Premises, other than what may already exist on the Effective Date or agreed upon within the Lease. Lessee assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including the performance of all burdens running with the land. Lessee, at its expense, shall furnish custodial, janitorial, trash service, cleaning service, and any other services required to operate the Project facilities on the Premises. Lessee agrees that the rules and regulations of the Federal Aviation Administration (FAA) apply to this Lease and the Premises.

3.4 Survey. Within ninety (90) days following completion of any of the Lessee Improvements, which completion shall be evidenced by a certificate of occupancy issued to any building constructed by Lessee on the Premises, the Lessee shall deliver to Authority a copy of an "as-built" survey, drawn by a NC licensed surveyor or engineer and the "as-built" construction plans thereof. The survey shall include the square footage for the Premises, as agreed upon by the Authority. The square footage will be adjusted upward or downward to reflect the actual Premises boundary and all future Rents for the

Premises based upon square footage shall be adjusted accordingly as provided for herein.

ARTICLE 4 - PERMITTED USES

4.1 Permitted Uses. Regardless of the uses that might otherwise be allowed pursuant to the zoning classification or other ordinances that may be applicable to the Premises during the Term, the Premises may only be used for the operation of hotel and conference event center with related food catering, beverage services, restaurants, coffee shops, bars, and retail concessions located within the hotel and conference center, and for no other use or purpose whatsoever without Authority's prior written approval, which may be granted or denied in its sole discretion ("Permitted Uses").

4.2 The Premises and Lessee Improvements may be used only for conducting the Permitted Uses and any individual portion of the Premises or Improvements may be used only for the purposes for which they were designed. Except as provided in this Section or elsewhere in this Lease, the Premises or Lessee Improvements may be used for no other use without the Authority's prior written consent, which the Authority may withhold or condition in its sole discretion.

4.3 General Limits on Use

4.3.1 Lessee shall not use or conduct any activity on the Premises that (i) is prohibited by any applicable governmental requirement, including but not limited to zoning ordinances, and/or FAA regulations, (ii) violates any provision of this Lease or any other agreement between Authority and Lessee, or (iii) constitutes a nuisance or is hazardous, unsanitary, noxious, offensive, or objectionable on account of any noise, odor, dust, visual effect, or other physical impact (such as vibrations, electro-mechanical or electro-magnetic disturbances, radiation, or other harmful or toxic emissions) located on or emanating from the Premises. Authority may adopt and amend specific guidelines of general and prospective application pertaining to noise or odor disturbances, hazardous substances or activities, nuisances, and other matters within the scope of this Article, which guidelines shall constitute a part of this Lease as if fully set forth herein and are incorporated herein by this reference.

4.3.2 Lessee shall not store on the Premises motor vehicles, equipment, materials, or containers, unless used in conjunction with the Permitted Uses, nor shall Lessee store any equipment or materials of any kind on the Premises which to the general public is unsightly or inconsistent with the Authority's objective to maintain the Premises and Improvements in a neat and orderly condition.

4.3.3 Without limiting the generality of any other provision of this Lease, and without the Authority's written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and except as described in the Permitted Uses, Lessee shall not use the Premises or Improvements: (a) to provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, except as expressly allowed as the Permitted

Uses defined herein; (b) to operate any motor vehicle rental business, public parking for hire, or facilities for the preparation, storage or distribution of merchandise for sale or consumption aboard aircraft, (c) for parking for passengers or customers of the Airport (other than parking for Lessee's customers, employees and invitees while at the Premises), (d) for the installation or operation of any antennae, satellite dish or other system for third party transmission, reception or relay of voice or data communications, except for standard telephone, telex or fax machines; or (e) use any portion of the Premises for fueling activities, except as allowed by the Permitted Uses; (f) residential use, camping, mobile home sales; (g) use any portion of the Premises for an adult or sexually-oriented businesses of any kind whatsoever including escort bureaus, adult bookstores, retailers of sexually-oriented merchandise, adult motion picture theaters or cabarets, arcades, nude model studios, sexual encounter centers, adult motels, or private room dancing establishment. Lessee shall not use the Premises or any part thereof for any purpose prohibited by this Lease.

4.3.4 Lessee shall use and occupy the Premises so that Lessee does not cause any damage to the Premises and Lessee shall not commit or allow others to commit any form of legal waste or impairment of the Premises; provided that the construction of a Hotel and Conference Center with ancillary facilities does not constitute damage, waste or impairment. Lessee is liable for all such damage whether caused by the wrongful, negligent, or willful act or omission of Lessee or its owners, officers, directors, managers, members, agents, employees, contractors, guests, and invitees.

4.4 Signage. Lessee shall not install, post, or erect any sign, poster, banner, flag, or other signage outside of the Hotel or Conference Center that is major or permanent or unsightly without Authority's prior written approval. A request for major or permanent signage shall be submitted to Authority in writing and include a sample of the proposed signage. Lessee shall immediately remove all external unapproved signage upon demand by Authority. If the signage is not removed upon demand, then Authority may enter the Premises and remove the external signage at Lessee's expense. Lessee shall maintain all Authority approved signage in good condition at all times. Lessee agrees that no exterior signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by Authority, which approval shall not be unreasonably withheld. Lessee shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Authority property or the Reserve Property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting Lessee's right to enter into an agreement with Authority's authorized and permitted marketing, advertising, or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property. Lessee shall have no right to erect or install, or cause or consent to be erected or installed, any commercial outdoor advertising by a commercial advertising agency.

4.5 Parking Requirements. Lessee agrees that parking on the Premises shall only be permitted for its customers, guests, vendors, employees, and individuals doing business with Lessee and/or its sublessees. Parking on the Premises for uses or activities off the Premises shall be prohibited. Park and fly operations are not permitted on the Premises.

4.6 Variances. Authority expressly reserves the right, but not the obligation, to grant written variances from the use restrictions contained in this Article. In reviewing any request for a variance, Authority shall consider whether the proposed variance will materially injure or prejudice any Parcel or Lessee Improvement in the Redevelopment Area or unreasonably interfere with the use and enjoyment by any other Lessee and their parcels. Lessee is responsible for complying with all governmental and other requirements pertaining thereto.

4.7 Exemption of Authority. The provisions of this Article shall not apply to any use or activity approved in writing by or conducted or undertaken by or at the direction of Authority.

ARTICLE 5 - RENT

5.1 Rent. Lessee shall pay a fair market value ground rent, and percentage of Gross Receipts (collectively "Rent") during the Term of the Lease for the Premises.

5.1.1 The Fair Market Value (FMV) Ground Rent for the Premises ("Ground Rent") shall be \$0.3914 per square foot of the Premises per year, paid monthly. The amount for Ground Rent beginning on the Effective Date is \$68,027.04 annually, paid in equal monthly payments of \$5,668.92 throughout the Term and shall be subject to adjustment as provided for in Section 3.4 hereof. Ground Rent shall be adjusted annually each July 1, based on the increases in the Consumer Price Index set according to the U.S. Department of Labor Revised Consumer Price Index for all Urban Consumers (CPI-U) or 3%, whichever is less; however, in no event shall the FMV Ground Rent adjust down.

5.1.2 The Percentage Rent of Gross Receipts ("Percentage Rent") shall be paid beginning July 1, 2035 and through June 30, 2045, and Lessee shall pay to Authority 0.5% of Gross Receipts exceeding \$10,000,000 annually as shown on Table 1 as follows. Beginning July 1, 2045 and continuing through the end of the Lease Term, Lessee shall pay to Authority 1.0% of Gross Receipts exceeding \$10,000,000 annually as shown on Table 1 as follows.

Table 1 Percentage Rent of Gross Receipts	
Time Period	Percentage Rent
July 1, 2035 through June 30, 2045	0.5%
July 1, 2045 through end of lease term	1%
Gross Receipts in excess of \$10,000,000/annually	

5.2 Monthly Installments. All Rent shall be paid in 12 equal monthly installments, without notice or demand, on the first day of each month, except that if any Rent commences on a day other than the first day of the month, the first payment of Rent attributable to the newly commencing rental period shall be prorated to the end of that month.

5.3 Late Payments

5.3.1 Delinquency Charge. Rent shall bear a delinquency interest charge of 18% of the rental payment or the maximum rate of interest allowed by law, whichever is greater, ("Delinquency Charge") per annum from the date such Rents are due. The Delinquency Charge is subject to periodic change, at the Authority's sole discretion, but in no case shall such change be inconsistent with Authority policy and practice with respect to the amount of the Delinquency Charge imposed on other similar Lessees of the Authority. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to the Authority due to Lessee's failure to timely pay Rent. Authority may also draw upon the Security Deposit as outlined in this Lease for any Delinquency Charge.

5.3.2 Returned Checks. If Lessee's check for payment of Rent or any other payment due the Authority under this Lease is returned as insufficient funds for any reason, the payment shall be considered not to have been made and shall be delinquent. In addition to the Delinquency Charge, the Authority may charge Lessee a returned check fee of \$200.00 per returned check, which Lessee agrees is a reasonable fee for the additional administrative time and expense incurred by the Authority in having to deal with the returned check. The Delinquency Charge shall continue to accrue until the returned check fee is paid, the check can be cashed, and the Authority receives all funds due. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to the Authority due to Lessee's failure to timely pay a returned check fee.

5.3.3 Acceptance of Rent. The Authority's acceptance of a late or partial payment of Rent and/or a Delinquency Charge shall not constitute a waiver of any Event of Default nor shall it prevent the Authority from exercising any of its other rights and remedies granted to the Authority under this Lease or by law. It is hereby agreed that any endorsements or statements on checks of waiver, compromise, payment in full or any other similar restrictive endorsement shall have no legal effect. Lessee shall remain in violation of this Lease and obligated to pay all Rent due even if the Authority has

accepted a partial or late payment of Rent.

5.4 Security Deposit. Not later than the Effective Date of this Lease, Lessee shall deliver to Authority a security deposit in the form of a cashier's check or an irrevocable stand-by letter of credit made out to the Greater Asheville Regional Airport Authority in the amount of \$50,000.00 ("Security Deposit"). Upon the date construction commences on the Premises, the Authority will return \$15,000.00 of the Security Deposit to Lessee within 10 business days of construction commencement. On the Lease Term Commencement Date, the Security Deposit shall be increased to \$60,000; however, based upon Lessee's payment history and is in good standing within the first 24 months from the Lease Effective Date, Authority may reduce the Security Deposit at its discretion. The Security Deposit shall continuously be maintained throughout the Term of this Agreement, in the sole discretion of the Authority. If the Security Deposit is in the form of an irrevocable letter of credit ("LOC"), then the LOC shall be issued by a local financial institution in the Asheville, NC metropolitan area, and the Authority must be able to draw upon the LOC at any of the financial institution's counters in the Asheville metropolitan area. Unless the Authority receives a written extension of such LOC in a form acceptable to Authority at least sixty calendar days before the end of the term of the LOC, the Authority, without notice to Lessee, may draw upon the full amount of the LOC, and retain all proceeds as a cash Security Deposit.

5.4.1 Adjustment to Security Deposit. Authority may increase the amount of the Security Deposit from time to time so that it is equal to or greater than three (3) months' Rent then in effect. Authority may increase the amount of the security guarantee by giving Lessee at least thirty calendar days' prior notice of the amount of the increase. The amount of the Security Deposit may be increased for any reason Authority deems appropriate, including (A) an increase of Lessee's financial obligations under this Lease, (B) Lessee's failure to pay any Rent, Additional Payment, or any other amount when due, and/or (C) if, in the Authority's own discretion, the Lessee's financial condition changes to the extent that Authority is concerned about Lessee's ability to perform under this Lease. Lessee shall pay to Authority the additional amount necessary to increase the Security Deposit upon notice from Authority.

5.4.2 Duty to Restore Security Deposit. The Security Deposit insures the full and timely performance by Lessee of all its obligations under this Lease and is security for payment by Lessee of all claims by Authority. Authority may draw on or make a claim against the Security Deposit if Lessee defaults, breaches or fails to perform under this Lease. If Authority draws on or makes a claim against the Security Deposit pursuant to the terms hereof, then Lessee, upon demand from Authority, shall replenish the Security Deposit to its previous amount within thirty calendar days of Authority's written notice to Lessee of the draw or claim.

5.4.3 Refund of Security Deposit. After the expiration or earlier termination of this Lease, Authority shall refund the Security Deposit to Lessee less any Rent, Additional Payments, and any other amount due to Authority. Authority will not pay interest to Lessee on the security deposit, but the Security Deposit may be held in any interest-bearing account for the benefit of the Authority.

5.5 Triple Net Lease. Authority and Lessee agree that Rent shall be absolutely net to Authority so that this Lease shall yield to Authority the Rent each Year during the Term free of any taxes, charges, assessments, Additional Payments, or deductions of any kind charged, assessed, or imposed on or against the Premises and without abatement, deduction or set-off by Lessee, except as specifically provided in this Lease, and Authority shall not pay any such charge, assessment, or Additional Payment or be under any obligation or liability hereunder, except as otherwise expressly provided in this Lease. All costs, expenses, and obligations of any kind relating to the maintenance and operation of the Premises, including all construction, alterations, repairs, reconstruction, and replacements, which may arise or become due during the Term shall be paid by Lessee and Authority shall be indemnified and saved harmless by Lessee from and against all such costs, expenses, and obligations.

5.6 Percentage Rent Reports.

5.6.1 In computing Percentage Rent to be paid by Lessee, the first reporting period, as defined herein, shall commence on the date Lessee opens the Hotel for business but no later than July 1, 2028,, and shall end at the close of business on the last day of the same calendar month. Thereafter, the reporting period shall be on a calendar month basis.

5.6.2 Monthly Reports. Beginning on the fourth month after the Hotel opens for business, and each month thereafter, Lessee shall, within twenty calendar days after the close of each month, deliver to Authority a detailed statement of Gross Receipts and any deduction as defined from Gross Receipts for the preceding month prepared in accordance with generally accepted accounting principles ("GAAP") and certified by a financial officer of Lessee. The Gross Receipts report must show the data and breakdown for Lessee and Lessee's subtenants, including an itemized list identifying all Gross Receipts by Percentage Rent category and any other type of reporting required by Authority, and shall be accompanied by Lessee's payment of Rent that may be due based on the application of the Percentage Rent as defined in this Agreement when sums are due. A sample report is attached as **Exhibit B**. Authority may require changes to the format of these reports at any time.

5.6.3 Annual Reports, Annual Audited Statement of Gross Receipts. Beginning in Lease Year 2031, Lessee shall deliver to Authority within ninety (90) days of the end of each Lease Year, during the term of this Agreement, a "Schedule of Gross Receipts" for the operations as defined in Section 1.18, for the previous Lease Year, prepared in accordance with generally accepted accounting principles, accompanied either by an opinion of an independent Certified Public Accountant, a certification of Lessee's Chief Financial Officer, or a certification by an independent Certified Public Accountant on behalf of Lessee. Opinions issued by an independent Certified Public Accountant shall be issued in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA. Certifications provided either by Lessee's Chief

Financial Officer or by an independent Certified Public Accountant on behalf of Lessee shall be in such form and content as is acceptable by the Authority. Said statement shall set forth the calculation of Gross Receipts, and the calculation of the Percentage Rent for the previous year as defined under this Agreement. If any such statement discloses that additional sums are due Authority, Lessee shall pay to Authority such additional sums with the submission of said statement to the Authority President & CEO or his/her designee. This requirement applies to prorated Lease Years at the start and end of the Lease Term. The purpose of the annual statement is to determine if the Gross Receipts and Percentage Rent reported accurately reflect the Rent due and paid to Authority for the Lease Year for the Hotel, Conference Center, and food and beverage and retail locations within the Premises.

5.6.4 Late Statements and Reports. If Lessee is delinquent for ten or more calendar days in furnishing Authority with any monthly or annual statement or other report required under this Lease, then Lessee shall pay \$200 per late statement or report to Authority as damages for the additional administrative costs incurred by Authority in processing and reviewing delinquent statements or report. The Parties agree this is a fair and reasonable estimate of Authority's costs incurred in processing a delinquent monthly statement or report.

5.7 Additional Payments. Lessee may be subject to such other fees and costs as are now or hereinafter imposed by the Authority; however, such fees or charges shall be applied uniformly on all similarly situated users by the Authority.

ARTICLE 6 - RECORDS

6.1 Records.

6.1.1 Lessee shall maintain, at all times, during the term of this Lease, keep or cause to be kept and maintained in accordance with GAAP true and complete books, records, and accounts of all financial transactions in the operation of all business activities on the Premises ("Hotel and Conference Center Records"). Lessee shall keep the accounting for this Lease separate from the accounting of any and all other businesses operated by Lessee ("Lease Books and Records").

6.1.2 The Lease Books and Records and accounts shall include detailed analyses listing all of Lessee's transactions from operations at the Premises in the form of printed, written, or electronic media. Lessee shall provide such Lease Books and Records within twenty calendar days written notice request by the Authority to Lessee, throughout the Lease Term. Lease Books and Records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Lease, including but not limited to, original rental contracts, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each transaction for the month, reconciliations between the financial records and monthly reports submitted to Authority, bank statements applicable to the operations of the Premises and related reports on internal controls (including management representation letters),

electronic media documenting accounting records, and other sales-related documents. Said Lease Books and Records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Lessee, and documentation of said records supporting reductions to Gross Receipts authorized pursuant to Article 1.23 of this Lease.

6.1.3 Lessee shall cause to be installed and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales and transactions related to Lessee's Gross Receipts.

6.1.4 In those situations where Lessee's records have been generated from computerized data, Lessee shall provide Authority with extracts of data files in a computer readable format on data disks, E-mail with attached files, or suitable alternative computer data exchange formats as requested by Authority.

6.1.5 Each record and item of information required hereunder shall be maintained for a period of at least three (3) years from the date of creation and for such extended period as Authority requires in the event that there is an audit or litigation pending.

6.1.6 Notwithstanding any provision herein, Lessee shall keep all records for a minimum of three years following termination of the Lease.

6.2 Authority Right to Audit Lessee's Records. Authority shall have the right, at the Authority's expense, to audit or authorize audits of Lessee's books, records, and accounts relevant to its operations of the Hotel and Conference Center on the Premises. If either an annual audit or any other lesser period audit performed by Authority discloses an under reporting of Gross Receipts, Lessee shall pay to Authority any amounts due under this Lease within 30 business days of written notice by Authority, plus interest calculated in accordance with Article 5.3 of this Lease. In addition, if an audit conducted by Authority or at Authority's direction discloses an under reporting of Gross Receipts by two percent or more for any 12 month period, Lessee shall reimburse Authority for the full cost of the audit, any applicable legal fees, and expenses, and shall pay a penalty of ten percent of the under-reported Percentage Fee. If it is determined that Lessee has overpaid the Percentage Rent, the Authority shall reimburse to Lessee the overpaid amount within 30 business days of the completion of the audit completed at the Authority's expense.

6.2.1 Lessee shall provide the name and telephone number of Lessee's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Lease and who will assist Authority with its audit. Lessee will also allow interviews of present and past employees who were involved in the financial or operational activities of Lessee as part of any audit. In the event the Authority determines the need to contact past employees, in their sole discretion, Lessee will cooperate and allow access to past financial personnel.

6.2.2 Lessee agrees to provide appropriate workspace to Authority to conduct the audit and free access to office and equipment needed to conduct the audit. Lessee will also make the original Hotel and Conference Center Records and Lease Books and Records available within fifteen working days from the date of request by Authority or Authority's representative and will freely lend its own assistance in conducting the audit. If Authority has authorized Lessee to keep any such books and records outside the Premises or outside Buncombe County and Henderson County, North Carolina, and the same cannot be provided and made available locally, Lessee agrees to reimburse Authority for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food, and other out-of-pocket expenses resulting from the necessity to leave Buncombe County or Henderson County.

6.2.3 Lessee's duty to maintain books and records and Authority's rights under this Lease to inspect and audit the books and records of Lessee shall survive the expiration or earlier termination of this Lease.

6.3 Confidentiality. All Hotel and Conference Center Records, Lease Books and Records, audits and other records provided in this Article 6 are to be held in confidence and not disclosed by the Authority without the prior written approval of the Lessee, unless required by law; however, this shall expressly not include disclosure to the Authority's attorneys, officers, accountants and other professionals engaged by the Authority to assist with this Lease.

ARTICLE 7 - PERFORMANCE STANDARDS

7.1 Operational Standards. Following the design and construction of the Hotel, that is built with the intent to meet the standards to achieve a AAA 4-Diamond designation, Lessee shall continuously maintain and operate the Hotel in accordance with the terms hereof during the Term hereof except for any periods during which such maintenance and operation is not commercially and reasonably possible as a result of casualty or condemnation (but subject to Lessee's obligations under this Lease in the event of casualty as described in Article 22). Lessee and any Lessee's subtenants are required to meet or exceed all operational standards defined in this Section and included in **Exhibit C**, "Operating Standards", which may be amended from time to time. Lessee shall render superior service and meet all reasonable demands conducive to achieving the AAA Rated 4-Diamond Standard designation, or its equivalent that provides standards consistent with the Competitive Set in **Exhibit D**. Lessee's and Lessee's Subtenants' finishes and operations shall be consistent with those of "Upper Upscale Full Service" hotels, as classified within the industry. Operating performance standards, if not provided by the AAA Rating Standards, are expected to be incorporated into the hotel management agreement of the Hotel. In the event Lessee has not or will not meet the operation standards, Lessee shall notify Authority within two business days from the date the Lessee has reason to believe it has not or will not meet the operation standards.

7.2 AAA Rating 4-Diamond Standards or Equivalent. Lessee shall follow, in all material respects, all standards as required by the AAA Rating 4-Diamond Standards, or

its equivalent that provides standards consistent with the Competitive Set in **Exhibit D** (“AAA Rating Standards”). The Authority reserves the right to conduct quality standard inspections either by a quality assurance or brand standard audit company selected by the Authority and reasonably acceptable to Lessee with results submitted to Authority within five Business Days of receiving results from the completed inspection. If Lessee is not able to maintain the current AAA Rating 4-Diamond Standards in all material respects, or desires to change brands, Lessee shall submit the proposed change for approval to the Authority for consideration and approval, in the Authority’s sole discretion.

7.3 Performance Threshold.

7.3.1. The Competitive Set (the “Competitive Set”) of hotels is set forth on **Exhibit D** attached hereto. The Competitive Set is used to determine the Full-Service Hotel property performance on a monthly basis. Lessee is required to submit the necessary data to the Smith Travel Research (“STR”) group to participate in the STR reporting metrics throughout the term of this Lease. Lessee is required to achieve a Revenue Per Available Room (“RevPAR”) Index of at least 100% within the Competitive Set as summarized monthly by the STR Report. Authority and Lessee shall review the properties within the Competitive Set on an annual basis and shall, in good faith and in connection with said review, consider any appropriate updates to the Competitive Set, which updates, if any, shall be memorialized as mutually agreed upon and formalized in writing as an amendment to **Exhibit D** hereof. Lessee shall submit the monthly STR Report to the Authority by the 1st of the month for the month that is two months prior to the month of submittal (for example, May’s STR Report shall be submitted on or before July 1st).

7.3.2. If Lessee (1) performs under a 100% RevPAR Index within the Competitive Set for more than six months out of any twelve month period (“Performance Threshold Amount”) or (2) fails to meet the AAA Rating Standards, or equivalent (in any material respect) required by the then current AAA Rating Standards or equivalent or is otherwise in default of any material obligation beyond applicable cure periods thereunder (“AAA Performance Threshold”) and therefore loses its 4-Diamond Rating, then in either such case (1) or (2), the Authority reserves the right to require, by written notice to Lessee, that Lessee retain a new Hotel Manager to operate the Hotel within one hundred eighty calendar days of the date of delivery of such notice from Authority to Lessee. In addition, the Authority may provide input and recommendations on any or all new hotel management.

ARTICLE 8 - INSURANCE

8.1 Lessee Obligation to Insure. Lessee, at its expense, shall procure and maintain for the Term of this Lease insurance against claims for injuries to persons and/or damage to property that may arise from or in connection with this Lease or activities on the Premises by Lessee or its agents, employees, representatives, contractors, licensees, or invitees according to the “Insurance Requirements” set forth in **Exhibit E** attached hereto and made a part hereof. Lessee shall provide the Authority with copies of all

insurance certificates and renewals, together with evidence of payment of premiums therefor.

8.2. Risk of Loss. Authority is not required to carry any insurance covering or affecting the Premises. Lessee assumes the risk of any loss, damage, or claims throughout the Term and the Authority must be named as an additional insured as described on **Exhibit E**.

8.3 Failure to Maintain Insurance. If Lessee fails or refuses to provide a copy of the renewal insurance certificates, together with evidence of payment of premiums therefor, in compliance with the Insurance Requirements attached as **Exhibit E**, or Lessee otherwise fails or refuses to procure or maintain insurance as required by this Lease, then Authority may, at Authority's election and, subject to notice to the Lessee, procure and maintain such insurance and the same shall be due from Lessee as Additional Payments. The premiums paid by Authority shall be due and payable from Lessee to Authority on the first day of the month following the date on which the premiums were paid. Authority shall give Lessee notice of the payment of the premiums and state the amounts paid and the names of the insurer(s) and insured(s). The lapse and/or cancellation of any insurance policy required under this Lease, whether in whole or in part, is an event of breach, which cannot be cured unless Lessee obtains a new or renewed policy that specifically provides the required coverage to Authority for any liability arising during the lapsed or uncovered period within two calendar days of the lapse or cancellation.

8.4 Increases in Coverage. Authority may increase the amount of insurance coverage and/or change these Insurance Requirements by the Authority Board policies, to be consistent with other similar ground leases and shall do so by giving Lessee at least sixty calendar days prior notice of the increase or change.

ARTICLE 9 - TERMINATION AND SURRENDER

9.1 Personal Property. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly leave, surrender, and yield up to Authority the Premises in a broom-clean condition and free of occupants. Lessee shall repair all damage to the Premises caused by or resulting from the removal of any trade fixture or other personal property, normal wear and tear excepted. Any personal property left on the Premises after the expiration or termination of this Lease shall be deemed abandoned property and title shall automatically be conveyed to Authority. Authority may retain the property or dispose of it in any manner Authority sees fit. If any such property, or any part thereof, is sold, then Authority shall receive and retain the proceeds of the sale free of any claim or interest by Lessee or any other person. Lessee shall pay to the Authority any and all costs incurred to remove the abandoned property and to repair all damages caused thereby.

9.2 Title to Improvements. As set forth in Article 14.7.2 hereof, at the Authority's sole option and election, any Lessee Improvement erected or installed by Lessee after the Effective Date shall become the property of the Authority upon expiration or earlier

termination of this Lease without the requirement of any deed, conveyance, or bill of sale. However, if Authority requires any document to confirm its ownership of the Lessee Improvements, then Lessee shall execute, acknowledge, and deliver the required documents in a form acceptable to Authority. Notwithstanding the foregoing, the Authority reserves the right to require Lessee to remove any Lessee Improvement from the Premises upon the expiration or earlier termination of this Lease.

9.3 Removal and Demolition of Improvements. Lessee shall not remove or demolish, in whole or in part, any Improvements on the Premises that do not remain Lessee's property upon the expiration or earlier termination of this Lease, without the prior written approval of the Authority which may, at its discretion, condition such approval upon the obligation of Lessee to replace the same by an improvement of at least equal value and utility.

9.4 Dangerous Conditions. Within thirty calendar days after the expiration or earlier termination of this Lease, Lessee shall correct any dangerous or unsafe condition on the Premises. After the Term or any earlier termination of this Lease, Lessee may only enter the Premises with Authority's prior written approval and only to the extent necessary to correct and/or remove the dangerous or unsafe condition and for no other purpose whatsoever.

9.5 Survival of Provisions. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 10 - FACILITY ASSESSMENT

Facility Assessment. Prior to January 1, 2063 but no later than July 1, 2063, the Lessee shall provide the Authority a "Condition Assessment Report" of the leased Premises and Premises Improvements thereon, prepared by either a licensed contractor, engineer, or architect, and who is licensed to do business in the State of North Carolina ("A/E"). This Condition Assessment Report shall address the current condition, the contractor's or A/E's professional opinion of the useful life remaining of the structures and systems of Lessee Improvements, and the contractor's or A/E's professional opinion of repairs, replacements, or refurbishments recommended to maintain the operationally useful state and condition of the Premises. The Condition Assessment Report shall primarily focus on major structural systems and components of the Lessee Improvements, including but not limited to: pavements, utilities, building structures, roofs, and heating/ventilation/air conditioning (HVAC), plumbing, and electrical systems. The Condition Assessment Report shall be updated one year prior to termination of the Lease, and the Parties shall meet to discuss and agree upon the time period of any items required to be repaired or replaced by the Lessee based on the Condition Assessment Report.

ARTICLE 11 - ENVIRONMENTAL

11.1 Environmental Assessment. In June 2020, the Authority completed a Phase I Environmental Premises Assessment completed by ECS Southeast LLP on the

Premises ("Phase I Assessment"). The Phase I Assessment was prepared in accordance with federal regulations and the standards of the American Society of Testing and Materials (ASTM) E1527-13, Standard Practice for Environmental Assessments. Notwithstanding anything to the contrary in the Environmental Premises Assessment, the Parties are relying on it and agree that it represents the baseline for the environmental condition of the Premises on the Effective Date of this Lease and Lessee acknowledges receipt of this report. The Environmental Premises Assessment is incorporated herein by this reference.

11.2 Environmental Exit Audit. Within 180 days prior to expiration or earlier termination of this Lease, the Lessee, shall conduct and pay for an environmental audit of the Premises, in accordance with federal regulations and the standards of the American Society of Testing and Materials (ASTM) E1527-13, Standard Practice for Environmental Assessments, ("Exit Audit") to determine: (a) the environmental condition of the Premises; (b) whether any Hazardous Materials Release has occurred during the Term of this Lease on or about the Premises; and; (c) whether there is evidence of any violation of applicable Environmental Law or the environmental provisions of this Lease. The scope of the Exit Audit may be more extensive than that of the Initial Audit, if the Authority has reason to believe that there has been a Hazardous Materials Release or a violation of the environmental provisions of this Lease, or a violation of any Environmental Laws.

11.3 Environmental Audit. Upon reasonable notice to Lessee, the Authority may conduct or cause to be conducted through any third party that it selects, an environmental audit or other investigation of Lessee's operations to determine whether Lessee has breached its obligations under this Lease. Lessee shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Lessee.

11.4 Hazardous Materials.

11.4.1. Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

11.4.1.1. "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.

11.4.1.2. "Hazardous Materials" or "Hazardous Material" 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(s)" 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.

11.4.1.3. "Release" when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or part of the Premises.

11.5 Lessee's Agreement. Lessee agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees and/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 Lessee may use such substances as are customarily used in hotel and conference center operations so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

11.6 Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorney's fees) arising during or after the Term of this Lease as a result of or arising from (i) a breach by Lessee of its obligations contained herein, or (ii) any Release of Hazardous Materials from, in, or about the Premises caused by intentional or unintentional act or omission of Lessee, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

11.7 Survival of Provisions. The provisions of this Article shall survive the expiration or earlier termination of this Lease. This Article does not extend the Term of this Lease after it has expired or been terminated.

ARTICLE 12 – MAINTENANCE AND REPAIRS

12.1 Maintenance and Repairs. Lessee shall, at its sole cost and expense, maintain the Premises, at all times, in a clean, safe, and orderly condition and appearance including all Improvements, landscaping, and personal property of the Lessee pursuant to the provisions of the Lease, and in accordance with all applicable laws and regulations whether now or hereafter enacted. Such maintenance and repairs shall include, but not be limited to the electrical, lighting, signs, driveways, fences, sidewalks, curbs, interior and exterior, structural, and nonstructural, ordinary, and extraordinary, foreseen, and unforeseen, and pest and wildlife control on the Premises. Lessee shall establish a separate repair and replacement fund to ensure that all repairs and maintenance throughout the Term will be completed to maintain the Lessee Improvements and Premises in first-class condition.

12.2 Drainage. Lessee may not alter or obstruct established drainage over the Premises unless adequate drainage is provided and approved in writing in advance by the Authority and any governmental authority having jurisdiction over the Premises. Any

alteration of established drainage must comply with applicable governmental requirements. For the purpose hereof, *established drainage* means the natural drainage or any previous alteration thereof that has been approved by the Authority. Approval of any alteration or obstruction of established drainage shall not relieve Lessee from being responsible for the alteration or obstruction from any liability to other persons that might result therefrom. Lessee shall not be responsible at its expense for any unreasonable drainage issues created by the Authority or any parties retained by the Authority during construction within the Redevelopment Parcel.

12.3 Erosion and Lateral Support. Lessee shall maintain on the Premises sufficient landscaping and other materials and devices to prevent erosion of the Premises or of any adjacent parcels. Lessee may not perform any excavation on the Premises that might unreasonably result in the loss of lateral support to any adjacent parcels.

ARTICLE 13 - COMPLIANCE WITH LAWS

13.1 General. Lessee and its agents, employees, representatives, contractors, licensees, and invitees and any other person whom Lessee controls or has the right to control shall comply with all present and future federal, state, and local laws, rules, regulations, ordinances, orders, and directives and all other jurisdictions and agencies that may apply to this Lease or Lessee's activities under this Lease, on the Premises. Lessee shall, upon Authority's request, furnish Authority with a copy of all permits, licenses, and other evidence of compliance with these laws.

13.2 Additional Terms and Conditions. Lessee agrees that the Premises is owned by the Authority and as such, is part of the national transportation system and is operated for the benefit of the public and is, from time to time, the recipient of federal funds. As a recipient, Authority is obligated to make certain assurances to the FAA or other federal agencies that Authority is in compliance with the requirements of federal law, which requirements also become the obligation of Authority's contracting parties. Lessee shall comply with all requirements set forth herein.

13.3 Compliance with Environmental Laws. In addition to the requirements of Article 11, Lessee shall, at its expense, comply with all present and subsequently enacted environmental laws, and any amendments thereto, affecting Lessee's use or occupancy of the Premises, including those set forth in the provisions of this Article and Article 11 shall survive the expiration or earlier termination of this Lease.

13.4 Certificate of Occupancy. Lessee shall obtain any certificate(s) of occupancy with respect to all Lessee Improvements constructed upon the Premises that may at any time be required by any governmental agency with jurisdiction, and Lessee shall provide a copy or copies to the Authority and as set forth in this Lease.

13.5 Construction. As set forth in Article 14 and otherwise in this Lease, Lessee's construction and installation of all Lessee Improvements and the development of the Project must be in strict compliance with all applicable federal, state, and local land

use regulations, codes, and laws affecting the development, improvement, occupancy, and use of the Premises.

13.6 As required by North Carolina law, and in no way superseding the acknowledgment of Lessee's acceptance if the Premises in its as-is and where-is condition as set forth in Article 3.3, Authority hereby includes the following notifications as part of this Lease:

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 the county health unit applicable to the Premises.

13.7 The requirements of compliance otherwise set forth in this Article 13 are intended to be general and broad in nature. To the extent any other provisions of this Lease contain more guidelines and requirements for compliance, the more strict and detailed provisions of this Lease shall control.

ARTICLE 14 - CONSTRUCTION OF LESSEE IMPROVEMENTS

14.1 Description of Project. Lessee shall design, build, finance, construct and manage approximately 100,000 square foot, minimum 145 key and/or rental unit hotel and minimum 12,000 square feet conference center, with the intent to achieve obtaining AAA Rated 4-Diamond designation, investing a minimum of \$35,000,000 for the Project. The Project shall be completed within thirty months (30) months of the Lease Effective Date (the "**Construction Completion Date**"). In the event construction has not commenced within seven months from the Effective Date, Lessee shall pay to the Authority penalty rent in the amount of 10% of the monthly rent payment to the Authority for each month following month seven until construction commences. The Project proposed on the Premises is shown on **Exhibit F**, attached hereto and made a part hereof. The Marriott Franchise Agreement will be attached as **Exhibit G**, attached hereto and made a part hereof.

14.2 Planning, Design and Construction of Project. Lessee or designated representatives, including the contractor and the consultants, shall meet with Authority for a pre-design meeting to discuss the Project, applicable criteria and standards, schedule, utility requirements, etc. Lessee shall design and construct facilities and improvements on the Premises subject to the Authority's express approval of Lessee's proposed Project (including civil plans indicating access to utilities), plans and specifications ("Plans"). Any proposed changes of the Plans prior to or during construction that would require modifications and/or updates to a permit(s) or site plan(s) and/or submission to any government agency shall be submitted to the Authority for review and approval in advance of any such change. All construction shall adhere to the Plans and terms of this Lease, and to any additional design and construction standards, and any other applicable regulations, codes and requirements set out by Authority, or any governmental agency having jurisdictional authority. Project Plans and specification review submittals shall

follow accepted practice for such deliverables, and the Authority shall provide comments, as applicable, on each submittal. Upon the Authority's reasonable request, the Lessee shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed Lessee Improvements. Authority reserves the right to observe the work from time to time, however this shall not take away from the Lessee's responsibilities or place any burden on the Authority to ensure compliance. Neither Authority nor anyone working under or through it shall unduly interfere with or delay the Lessee's work.

14.2.1 Lessee expressly agrees for itself, its successors, and assigns to:

14.2.1.1. File a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the Premises; and.

14.2.1.2. Only commence vertical construction and/or activation of any radio frequency transmitting antenna following formal FAA notification of a "Favorable Determination of No Hazard," and with no "Notice of Presumed Hazard (NPH) determinations" as defined by the FAA; and.

14.2.1.3. Administer and observe on-site construction and/or design professionals to ensure compliance with the approved plans and specifications.

14.3 Construction Standards. The Lessee's Improvements shall support a Hotel of not less than one hundred forty five guest rooms, a Conference Center of 12,000 square feet of meeting and conference space, with parking lots and ancillary and supporting access roadways, and other necessary improvements on the Premises to reasonably support the Hotel and Conference Center located upon the Premises. Lessee agrees to proceed diligently to complete the Lessee Improvements, and shall not delay or abandon its construction until it is complete and shall be completed prior to the Construction Completion Date. Lessee shall meet or exceed, and continuously maintain the design, furnishing and construction standards set by AAA Rating standards to maintain the 4-Diamond Rating for the Hotel and Conference Center or the equivalent that provides standards consistent with the Competitive Set in **Exhibit D**.

14.4. Plans and Permit Approvals. Approval of Plans described in this Article 14 shall not be deemed any approval of zoning codes, building codes, or any other approvals required by the Authority and/or any other local agencies having jurisdictional authority for the enforcement of local codes applicable to the Premises. Lessee shall indemnify and hold the Authority harmless for any liability for regulatory or governmental approvals or the failure to obtain the same for any Lessee Improvements. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities and Lessee Improvements on the Premises. Lessee shall use reasonable efforts to coordinate the construction of the Lessee Improvements with time schedules established by the Authority, should other construction be occurring at the Premises which may be impacted by the Project.

14.5 Bonding Requirements. Lessee shall post bonds and pay for all materials and labor as required by Authority and/or applicable county regulations and North Carolina law for initial Lessee Improvements constructed and/or installed on the Premises by Lessee. Any additional improvements constructed on the Premises approved in advanced by the Authority may require Lessee to post bonds in accordance with this Section. Lessee shall provide a performance bond(s) and a payment bond(s) in an amount equal to construction costs, and all bonds must be provided prior to start of any work and must include Lessee and Authority as “obliges.” Bonds must comply with the requirements set forth in North Carolina Statutes and shall include the following: (a) completion of the construction of any Lessee Improvements; (b) performance of any construction required under this Lease; and (c) payment of all labor and materials, assuring the Authority that the construction of any Lessee Improvements shall be completed and all contractors and subcontractors shall be paid. Each bond shall be in a form acceptable with the Authority and the surety company providing the bonds must have an A.M. Best Rating of B+ VI or better for the past four (4) consecutive quarters.

14.6 Utility Services for Construction Project. Lessee agrees, at its own expense, to connect to all utility providers as are necessary to secure the services that Lessee desires and requires for the Premises and Lessee Improvements.

14.7 Completion Requirements.

14.7.1. Workmanship. Lessee will construct the Lessee Improvements in a good, careful, proper, commercially reasonable and workmanlike manner and according to: (i) the approved plans and specifications; and (ii) all provisions of law and all permits and authority required by any federal, state, or local law, rule, regulation, or ordinance or by any authority having jurisdiction over the Premises.

14.7.2. Ownership of Buildings and Lessee Improvements. Lessee shall hold title to all Lessee Improvements it constructs or installs on the Premises subject to all other provisions of this Lease. On the expiration or earlier termination of this Lease and as set forth in Article 9.3, all Lessee Improvements, exclusive of trade fixtures and other personal property of Lessee and its subtenants, shall, without the payment of compensation to Lessee or others, become the property of Authority free and clear of all claims and encumbrances by Lessee and anyone claiming by, under, or through Lessee. All pipes, wells, pumps, tanks, and other equipment installed on the Premises by Lessee shall be left in a structurally sound, non-leaking condition so as not to become the source of any future environmental release, contamination, or hazard, and if such cannot be rendered in such condition, they shall be removed by Lessee. Lessee shall defend, indemnify, and hold Authority harmless from and against all liability and loss that may arise from the assertion of any claim and any encumbrance on any Lessee Improvement arising from acts that occurred prior to the expiration or earlier termination of this Lease; provided, however, that Lessee’s duty to indemnify and hold harmless shall not apply to any claim or encumbrance that is solely attributable to the acts or omissions of Authority. Lessee shall assign to Authority, and Authority shall be entitled to the benefit of, any license, warranty, and guarantee applicable to all equipment, systems, fixtures, and personal property conveyed or otherwise

transferred to, or for the benefit of, Authority under this Lease. Title to the Lessee Improvements shall not vest in Authority until they have been inspected by Authority and determined not to present a potential environmental hazard. Lessee's obligations under this Article shall survive the expiration or earlier termination of this Lease.

14.7.3. Certificate of Occupancy. Within forty-five calendar days following issuance of final Certificate of Occupancy for the Hotel and Conference Center (COO"), the Premises shall be cleaned, construction debris and stored materials removed, property damage repaired or replaced, final landscaping completed, and all construction equipment and stored materials removed from Premises; and a copy of the COO shall be submitted to the Authority.

14.7.4. As-Builts. By no later than sixty (60) calendar days after completion of any Lessee Improvements, Lessee shall furnish the Authority with one (1) complete set, on computer disc in AUTOCAD, of detailed record drawings of the work completed

14.7.5. Warranty for Completed Construction. Upon completion of the Lessee Improvements, Lessee shall furnish a letter to the Authority warranting that:

- A. The Lessee Improvements have been completed in accordance with the approved Plans and specifications, and all applicable zoning and permitting requirements;
- B. The Lessee Improvements have been completed in a good and skilled manner;
- C. No liens have been filed, nor is there any basis for the filing of such liens with respect to the Lessee Improvements;
- D. All Lessee Improvements constituting a part of the Project are located or installed upon the Premises.

14.7.6. Inaccurate or False Certifications. Inaccurate or false certifications provided to Authority by Lessee shall be a breach of this Lease which the Parties agree may only be remedied by specific performance whenever discovered. Lessee's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Lease.

ARTICLE 15 - PORTABLE STORAGE CONTAINERS/STRUCTURES

15.1 Unless specifically approved in writing, and only under conditions specified by Authority, Lessee shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, barrel or other similar vessel to store merchandise and/or equipment and supplies outside of any enclosed permanent building or structure. Unless specifically approved and only under conditions specified by Authority, Lessee shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure, or device.

15.2 Authority will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

ARTICLE 16 - COOPERATION WITH AUTHORITY DEVELOPMENT

Lessee understands and agrees that Authority may pursue development, improvements and maintenance activities from time-to-time that may directly or indirectly affect the Premises and other areas of the Airport and Authority-owned property. Lessee agrees to work cooperatively and in good faith with the Authority and other tenants and contractors in development, improvement and maintenance activities to minimize or mitigate any disruptions. If requested by the Authority, Lessee shall cooperate with and assist the Authority to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Authority development, improvement, and maintenance activities. Authority may temporarily or permanently close, re-route, and/or consent to the closing or re-routing of any method of ingress or egress on the Authority-owned property, so long as reasonable means of ingress and egress to the Premises are maintained. Exercise by the Authority of any such development, improvement, or maintenance shall be paid by Authority. Lessee shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional labor costs, or any other expense attributable to the development, improvement, or maintenance on the Airport or Authority-owned property.

ARTICLE 17 - CONDITIONS OF AUTHORITY DEVELOPMENT

17.1 Reservation of Easements. In addition to other reservations stated herein, including specifically Article 3.1.2, this Lease shall at all times be subject to the easement reservations as outlined herein for the benefit of the Authority and for its use and development of the Reserve Parcel.

17.1.1. Entry for Construction and Maintenance. Authority hereby reserves to itself and its agents, contractors, employees, licensees, and invitees a nonexclusive easement for ingress and egress over all portions of the Premises for the purposes of (i) construction, installation, repair, reconstruction, restoration, landscaping, and maintenance of any improvement now or hereafter constructed or installed on the Premises by the Authority or its designated developer and (ii) performing any other obligation of Authority under this Lease. Authority will not use the easement in a manner that unreasonably interferes with Lessee's use and enjoyment of the Premises and this provision shall in no way be interpreted so as to obligate the Authority to construct, install, repair, reconstruct, restore and/or maintain any Lessee Improvements. In the event the Authority causes any damage in the use of any ingress and egress, and the same is in no way caused by Lessee, then the Authority shall repair any damage to substantially the same condition as existed prior to the damage.

17.1.2. Utility and Stormwater Easements. Authority hereby expressly reserves the right to easements upon, over, across, and under the Premises where utilities and/or any stormwater systems are or are to be installed. If created and/or granted by Authority, the easement(s) may be granted to the providing utility rights access to, egress from, and to occupy and use the Premises subject thereto for the purposes of installing, maintaining, repairing, servicing, enlarging, extending, modernizing, and/or upgrading any utility located thereon for the benefit of the Reserve Parcel or the Premises or Lessee or other person occupying any portion of the Redevelopment Area. As used herein, *utility* means electricity, natural gas, water, sanitary sewers, telephone, cable television, and other similar facilities of general use and benefit commonly regarded as utilities.

17.1.3. Airport Avigation Easement. Authority hereby expressly preserves and reserves unto to itself an assignable exclusive easement and right-of-way for the free and unobstructed passage of aircraft in, through, and across the air space above and over the Premises, together with the continuing right to clear and keep clear the Premises of all obstructions infringing upon or extending into or above an imaginary line, the extension, distance, and height of which are prescribed in FAA Regulation Part 77, 14 C.F.R. 77, as it may be amended, and for this purpose to cut and remove underbrush and soil and to demolish and remove buildings or any other structures and obstructions infringing upon or extending into or above the air space above the imaginary line, and the right to cut the ground cover, remove, clear, and keep clear all trees that extend above a point ten feet below the imaginary line, whether any structure or obstruction is located on or extending into or over so much of the Premises that lies below such imaginary line; this is expressly reserved together with the right of ingress and egress for the purpose of effecting and maintaining such clearance; and including the right in the air space to allow such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in the air. Lessee's use, rights, and privileges in the Premises may not interfere with or abridge the rights hereby reserved. Included within this easement is the right to cause or permit in the air space such noise, smoke, fumes, droppings, and vibrations as may be inherent in the operation of aircraft now or hereafter used for navigation of or flight in the air using the air space for landing at, taking off from, or operating at the Airport.

17.1.4. Reference to Easements Not Required. Any easement provided for or reserved in this Lease shall be appurtenant to and pass with the leasehold interest in the Premises or any portion thereof, whether or not specifically referred to in any instrument granting or conveying any such interest.

ARTICLE 18 - INDEMNIFICATION

18.1 General Indemnification.

18.1.1. Lessee 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, charged 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 Lessee's operations thereon, or the intentional or unintentional acts or omissions of Lessee'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 negligence or by the joint negligence of Authority and any person other than Lessee or its officers, agents, employees, contractors, subcontractors, invitees or licensees, and/or (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee. The provisions of this Article shall survive the expiration of earlier termination of the Term of this Lease with respect to any acts or omissions occurring during the Term of this Lease.

18.1.2. The foregoing provisions of this Article 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 Lessee under this Lease.

18.2 Additional Indemnifications

18.2.1. Without limiting Lessee's liability pursuant to Section 19.1 above, Lessee shall assume, protect, defend, reimburse, and indemnify Authority, and their respective past, present and future officers, members (including without limitation all members of the governing board of Authority,) and their respective employees and agents, and each of them, and shall hold each and all of them harmless at all times from and against any and all liabilities for compensation under any workers' compensation statute arising out of an injury or injuries sustained by any employee or other worker of Lessee. Lessee also covenants that it shall cause its licensees, contractors, and subcontractors to maintain in effect at all times workers' compensation insurance as required by law and/or this Lease.

18.2.2. Without limiting the generality of any other provision hereof, Lessee shall reimburse Authority for any and all reasonable attorney's fees and investigation expenses incurred by Authority in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Lease,

excepting those expenses incurred by Authority in the defense and handling of said causes of action, suits and claims resulting from the gross negligence or willful act or omission of Authority.

18.2.3. Lessee 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 proximately caused by the negligence or willful misconduct of Authority or its officers, agents or employees.

18.2.4. Lessee shall also indemnify, defend, and save Authority harmless from and against any and all Claims that may be imposed upon, incurred by, or asserted against Authority by reason of any of the following occurring:

18.2.4.1. Construction of any Lessee Improvements and/or other work done in, on, or about the Premises or any part thereof by Lessee or its agents, employees, representatives, contractors, licensees, or invitees;

18.2.4.2. Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance, and/or management of the Premises or any of the Lessee Improvements or any nuisance made or caused thereon or any failure by Lessee to keep the Premises or Lessee Improvements or any part thereof in a safe condition;

18.2.4.3. Any act of Lessee or any sublessee of Lessee or any of their respective agents, employees, representatives, contractors, licensees, or invitees;

18.2.4.4. Any fire, accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises or any Lessee Improvement or any part thereof;

18.2.4.5. Any failure by Lessee to pay Rent, Additional Payments or other payments required by Lessee under this Lease or to perform or comply with any provision of this Lease to be performed or complied with by Lessee, and the exercise by Authority of any right or remedy available to Authority with respect thereto;

18.2.4.6. Any lien, claim, or Encumbrance against or on the Premises or any Lessee Improvement or any part thereof or any of the assets of, or funds appropriated to, Authority or any liability that may be asserted against Authority with respect thereto to the extent arising out of the acts or omissions of Lessee or its agents, employees, representatives, contractors, licensees, or invitees;

18.2.4.7. Any failure by Lessee to keep, observe, comply with, and perform any provision in any sublease or other agreement affecting the Premises or any part thereof, on Lessee's part to be kept, observed, or performed;

18.3 Risk of Loss. Lessee assumes the risk of damage to all goods, materials, furniture, trade fixtures, equipment, machinery, and other personal property on the Premises and saves Authority harmless from any loss or damage thereto by any cause whatsoever.

18.4 Insurance. Lessee's obligations under this Article shall not be affected by the absence of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises, any of the Lessee Improvements, or any personal property on the Premises.

18.5 Lessee to Defend Authority. If any claim, action, or proceeding is made or brought against Authority by reason of any event referred to in this Article, then, upon demand by Authority, Lessee, at its expense, shall resist or defend the claim, action, or proceeding in Authority's name, if necessary, by the attorneys for Lessee's insurance carrier (if such claim, action, or proceeding is covered by insurance), otherwise by attorneys approved by Authority. Notwithstanding the foregoing, Authority may hire its own attorneys to defend itself or to assist in its defense and Lessee shall pay the fees and costs of the attorneys.

18.6. Survival. Without in any way limiting any other provision on the subject matter contained elsewhere in this Lease, Lessee agrees that all of Lessee's obligations of indemnity specified in Article 19 hereof shall survive the expiration or termination of this Lease.

ARTICLE 19 - INSPECTION

19.1 Inspection and Entry. Authority may enter on the Premises and any part thereof for the purpose of ascertaining its condition and whether Lessee is observing and performing its obligations under this Lease; provided that, Authority may not enter into an occupied hotel room or otherwise unreasonably interfere with the Permitted Uses of the Premises. During the final twelve (12) months of the Term, Authority may show the Premises to any prospective purchaser or mortgagee, all without hindrance or interference from Lessee, provided that the entry does not unreasonably interfere with Lessee's business operations and provided that Authority gives Lessee at least twenty-four (24) hours' notice prior to inspecting the interior of any building.

19.2 Notice. The twenty-four (24) hour notice provision shall not be construed to prohibit or delay any entry by Authority in its capacity as a municipality exercising its police power or in its criminal law enforcement capacity, or to any entry authorized by any writ or warrant issued by any court, or to any entry authorized by any health or welfare statute, code, ordinance, rule, or regulation. In case of an emergency, as determined by Authority,

Authority may enter the Premises and any part thereof without prior notice and using self-help, if necessary.

ARTICLE 20 - IMPAIRMENT OF AUTHORITY'S TITLE

20.1 No Liens. Lessee shall not cause or allow any other person or entity to cause any lien, cloud, charge, or encumbrance ("Encumbrance") to be filed, recorded, or imposed on the Premises or any portion thereof, or on any Rent, Additional Payment, or other income to Authority under this Lease. If an Encumbrance is filed, recorded, or imposed, then Lessee shall cause it to be discharged and released within thirty calendar days after the date it was filed, recorded, or imposed. Lessee shall not create or allow any other person or entity to cause anything to occur that impairs Authority's right, title, and interest in and to the Premises. Lessee shall indemnify, defend, and hold harmless Authority from all claims, losses, demands, costs, expenses, attorney fees, and liability related to or arising out of any Encumbrance.

20.2 Discharge. If any Encumbrance is filed or recorded against the Premises or any portion thereof, Lessee, within thirty calendar days after the filing or recording, shall cause the Encumbrance to be discharged of record by payment, deposit, bond, order of a court, or such other means legally sufficient to resolve and/or clear the Encumbrance. Lessee shall notify Authority in writing of its action to satisfy or contest the Encumbrance and, if contested, of the matter's status monthly until concluded. If Lessee fails to cause the Encumbrance to be discharged within the thirty day period, then, in addition to all other rights and remedies, Authority may discharge the Encumbrance by paying the amount claimed to be due or by procuring the discharge by deposit or bonding; any amount paid by Authority and costs and expenses incurred by Authority in connection with the Encumbrance shall constitute an Additional Payment payable by Lessee to Authority on demand.

20.3 No Implied Consent. Nothing in this Lease may be deemed or construed in any way as constituting Authority's express or implied authorization, consent, or request to any contractor, subcontractor, laborer, materialman, architect, or consultant for the construction or demolition of any of the Lessee Improvements, the performance of any labor or services or the furnishing of any materials for any of the Lessee Improvements, alteration to, or repair of the Premises or any part thereof.

20.4 No Agency Intended. Lessee agrees that it is not the agent of Authority for the construction, alteration, or repair of any of the Lessee Improvements that Lessee may construct on the Premises.

20.5 Survival. Lessee's obligations under the provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 21 - DAMAGE OR DESTRUCTION

21.1 General. In the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, Lessee shall promptly notify the Authority of damage or destruction to any building(s) or Improvements located on the Premises.

21.2 Restoration of Premises. Lessee shall promptly commence and diligently pursue, at its sole cost and expense, repair, replace and restore any and all buildings, improvements, equipment and fixtures on the Premises to substantially the same design and functionality as existed immediately before the damage occurred. Lessee shall comply, at its sole cost and expense, with all then existing building codes and requirements in the performance of all repairs, replacements, and restoration. Failure to maintain or receive sufficient insurance coverage shall in no way limit or excuse Lessee's obligations hereunder.

12.3 Destruction Due to Risk Covered by Insurance. If at any time during the Term of this Lease, the Premises, or any buildings, improvements, equipment, or fixtures on the Premises, are damaged from a risk covered by the insurance, such destruction shall not terminate this Lease, but the Premises and all buildings, improvements, equipment, and fixtures so damaged shall be repaired, replaced, and restored to the condition prior to the damage.

21.4 Funds to Restore; Restoration Standards. All cost and expense of restoration of the Improvements shall be paid by Lessee whether or not the insurance proceeds are sufficient to accomplish such restoration. The restored or replaced property shall be at least equal in value, quality, and use to the value, quality and use of such damaged Improvements immediately before the casualty. Any restoration, rebuilding, repair, and cleanup shall be at Lessee's expense and shall comply with provisions of this lease.

21.5 No Proration or Abatement of Rent. There shall be no prorated Rent, abatement, or reduction of Rent during any period of restoration or rebuilding.

21.6 No Duty to Protect. Protection against loss by fire or other casualty to any of the contents of the Premises shall not, at any time, be an obligation of the Authority.

21.7 Substantial Damage at End of Term. If fifty percent (50%) percent or more of the square footage of the structural components of the Improvements on the Premises are substantially damaged or destroyed by fire or other casualty during the last three (3) years of the Term ("Casualty"), then the Parties shall each have the right to terminate the Lease by delivery of written notice within ninety calendar days of the Casualty. If either party elects to terminate this Lease, then all insurance proceeds on account of any damage or destruction under the policies of insurance provided for in this Lease, less the costs, if any, incurred in connection with the adjustment of the loss and the collection thereof, and all insurance proceeds arising from Casualty shall be allocated as follows, first, to the cost to clean up and restore the Premises to its pre-lease condition; and then, the remaining proceeds to the Authority. To the extent that

insurance proceeds are insufficient, or insurance has not been maintained, as required by this Lease, to pay for the cleaning and restoration due to the Casualty, Lessee shall pay the difference plus a fee for the value of the Lessee Improvements that were to revert to the Authority ownership... In the event, the Parties elects to continue the Lease, at the sole discretion of the Authority, all Lessee Improvements will be restored to the conditions prior to the damage and Casualty.

ARTICLE 22 - CONDEMNATION

22.1 If it shall be in the public interest, Authority shall have the power to condemn the property interests created by this Lease even though it is itself a party to the Lease, provided that this provision shall not be construed as a waiver by Lessee of its rights to contest the validity of any such condemnation.

22.2 If the whole or any part of the Leased Premises or Leasehold Improvements shall be taken or condemned by Authority or by any other condemning authority for any public use or purpose, either through any proceeding or by settlement, the Lessee shall be entitled to an award based on the taking of or injury to the improvements within the Course and the Premises as covered by and subject to this Lease. Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based on upon Lessee's leasehold interest and Lessee's rights contained in this Lease, interruption of business, moving expenses, goodwill, and Lessee's ownership of buildings alternations and improvements and other damages available under applicable law.

ARTICLE 23 - ASSIGNMENT, SUBLEASE, MORTGAGE AND TRANSFER

23.1 No Assignment, Sublease, Mortgage, or Other Transfer shall occur without Authority consent. This Lease is personal to Lessee. Except as provided herein, no part of the Premises nor any Improvements on the Premises, nor any interest in this Lease, may be sold, assigned, pledged, transferred, mortgaged, or subleased by Lessee, nor may a right of use of any portion of the Premises be conveyed or conferred on any third party by Lessee by any other means (all of the foregoing referred to in this Lease as a "Transfer" or collectively "Transfers"), without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned, or delayed.

23.2 At its sole business discretion, Lessee may engage, and maintain the services of a third party professional management firm, or sublessee of Lessee, to operate and maintain the Hotel and Conference Center on behalf of the Lessee. No such engagement with a third party Lessee, nor the acknowledgement of such engagement by Authority, shall relieve the Lessee of any liability, obligations, or responsibility resulting from a breach of this Lease. Any such third-party sublessee is considered an agent/contractor of the Lessee, and the Lessee is solely responsible to insure its sublessee fully complies with the provisions of this Lease. Prior to any sublessee providing services pursuant to this provision, Lessee shall inform the Authority in writing

and in advance of the date such services will commence, and shall provide the Authority with the name and contact information of the Hotel property management staff.

23.3 Application. Article 23 shall apply to all Transfers, including any that may occur by operation of law. If Lessee is a corporation or other entity, any change in ownership resulting in a change in the controlling interest in the stock of the corporation or ownership interest in such other entity, through sale, exchange, merger, consolidation or other transfer, shall be deemed a Transfer requiring the Authority's consent; provided, however, that the Transfers to an affiliate or subsidiary of Lessee, defined as an entity wholly owned or controlled by Lessee, are permitted within the Lease, but shall require prior written approval of the Authority, which shall not unreasonably withheld, conditioned or delayed.

23.4 Fee for Review of Requests for Transfers. The Authority reserves the right to charge a fee for staff and legal time spent in the review of Lessee's requests for the Authority's consent to any Transfer. This fee may be imposed by the Authority whether or not consent is granted, but in no case shall exceed the usual fees charged by the Authority for the review of requests for Transfer for similar lessees of the Authority.

23.5 Effect of Consent. No Transfer shall relieve Lessee of any obligation under this Lease and Lessee shall remain fully liable hereunder unless a specific written release is expressly given by the Authority in writing. Any consent by the Authority to a particular Transfer shall not constitute the Authority's consent to any other or subsequent Transfer. If consent is granted, Lessee shall provide a copy of the signed Transfer document to the Authority promptly after execution. The Transfer document shall contain a provision requiring that the transferee perform and observe all terms and conditions of this Lease and shall provide that the Authority have the right to enforce such terms and conditions directly against such transferee.

23.6 Unpermitted Transfer Void. Any Transfer or attempted Transfer without the Authority's prior written consent or as otherwise permitted herein shall be void.

23.7 Transfer by the Authority. The Authority shall have the right to transfer its interest in the Premises and/or in this Lease, in its sole discretion. In the event of such a transfer, the Authority shall provide written notice to Lessee of the name and address of the Authority's successor and Lessee shall attorn to said transferee and recognize transferee as the new lessor under this Lease. Upon execution of any Transfer by the Authority, the Authority shall be relieved of any and all obligations and duties accruing from and after the date of the transfer provided only that the transferee agrees to assume all obligations and duties of the Authority under this Lease.

23.8 Permitted Mortgage. Lessee shall be free to mortgage or otherwise encumber its interest in this Lease, and the Tenant Improvements in connection with the financing of the Hotel and Conference Center and in order to secure any other debt or obligation incurred by Lessee for performance under this Lease. However, Lessee shall in no event be permitted to create any lien or other encumbrance on the Authority's fee interest in the Premises or the Authority's interest in this Lease. If requested by Lessee

in writing, the Authority shall, within twenty business days of the Authority's receipt of such request, acknowledge in writing the recognition of any leasehold mortgagee and agree to leasehold mortgagee protection provisions reasonably requested by the leasehold mortgagee including, without limitation, agreeing to (a) give notice of any default to the leasehold mortgagee and a reasonable time for the leasehold mortgagee to cure such default, (b) accept performance by the leasehold mortgagee as if the same had been performed by Lessee, (c) permit the leasehold mortgagee to enter upon the Premises for performance of Lessee's obligations and the exercise of the leasehold mortgagee's rights, (d) not terminate this Lease without giving the leasehold mortgagee thirty calendar days to cure if the default is capable of being cured by the payment of money, and at least ninety calendar days to cure if the default is not capable of being cured by the payment of money, (e) permit the leasehold mortgagee (or other acquirer of Lessee's interests) in the event of foreclosure of the leasehold mortgage, assignment in lieu of foreclosure or other similar means, to be the substituted Lessee under this Lease, (f) permit insurance proceeds resulting from a casualty and any award in connection with a condemnation or the exercise of rights under eminent domain to be used first to repair or restore the damaged Improvements and the remainder to pay the debt owed to the leasehold mortgagee, subject to Section 22.7 of Article 22, (g) not amend this Lease or accept surrender of the Premises from Lessee without the prior written consent of the leasehold mortgagee and (h) any other provisions reasonably requested by the leasehold mortgagee so long as the provisions do not encumber the Authority's interest in this Lease or the Premises in any way.

23.9 Subordination. Authority's right, title, and interest in the Premises and this Lease may only be subject or subordinate to a Permitted Mortgage. No other encumbrance or security interest shall be placed on Lessee's leasehold interest in this Lease or any other lien or Encumbrance affecting Lessee's interest in this Lease.

23.10 No Release of Obligations. Except for a mutual release and waiver of rights and liabilities arising under this Lease or as otherwise expressly provided in this Lease, any happening, event, occurrence, or situation, whether foreseen or unforeseen, and however extraordinary, shall not authorize Lessee to vacate or surrender possession of the Premises, cancel this Lease, or relieve Lessee of its obligation to pay the Rent, Additional Payments, and any other amount due under this Lease, and shall not relieve Lessee of any of its other obligations under this Lease. The expiration or earlier termination of this Lease will not relieve Lessee of its obligation to pay all Rent, Additional Payments, and any other amount that became due during the Term, any holdover period, or any period of time Lessee had possession or use of the Premises.

23.11 Conflict. In the event there is a conflict between the terms and conditions herein and any federal grant assurances, the grant assurances shall take precedence and govern.

ARTICLE 24 - DEFAULT BY LESSEE

24.1 Events of Breach. The occurrence of the following events shall be considered a material breach of this Lease by Lessee:

24.1.1 Monetary Breach. Lessee fails to pay Rent, Additional Payment, or any other amount when due and the failure continues for ten calendar days after written notice from Authority.

24.1.2. Non-Monetary Breach. Except for the non-monetary events listed below, Lessee fails to perform any non-monetary obligation under this Lease and the failure continues for thirty calendar days after written notice from Authority.

24.1.3. Bankruptcy, Voluntary. Lessee files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or takes the benefit of any relevant law for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any federal, state, or local statute, law, rule, or regulation, or if Lessee seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Lessee or of all or any substantial part of its assets, or shall make any general assignment for the benefit of any creditor(s).

24.1.4. Bankruptcy, Involuntary. A petition is filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any federal, state, or local statute, law, rule, or regulation and shall remain undismissed or unstayed for ninety calendar days, or if any trustee, receiver, or liquidator of Lessee, or of all or substantial part of its assets, shall be appointed without the consent or acquiescence of Lessee and such appointment remains unvacated and unstayed for ninety calendar days.

24.1.5. Insurance, Lapse or Termination. Any insurance policy required under this Lease lapses or is cancelled, in whole or in part. This breach may only be cured by Lessee obtaining a new or renewed policy that specifically complies with the requirements of Article 8 of this Lease. There is no notice from Authority required for this breach.

24.1.6. Permitted Mortgage Default. Lessee breaches any terms and/or becomes in default of any Permitted Mortgage, and does not cure said default within any lender allowed cure period. There is no cure period or notice from Authority required for this breach.

24.1.7. Transfer. The transfer of Lessee's interest in this Agreement by execution or other process of law when said process of law is not discharged within thirty days of written notice of from Authority thereof.

24.1.8. Violation of any Law. Lessee violates any non-safety related federal, state, or local law, rule, regulation, or ordinance related to the Premises or this Lease and the violation continues for ten calendar days after written notice from Authority. Lessee violates any safety related federal, state, or local law, rule, regulation, or ordinance related to the Premises or this Lease and the violation continues for three days after written notice from Authority. The term 'safety

related' as used herein shall mean related to prevention of danger, risk, injury or damage to any person or property.

24.1.9. Ceases to Operate. Lessee vacates or ceases to conduct business on the Premises or any part thereof for five consecutive days other than due to force majeure. There is no cure period or notice from Authority required for this breach.

24.1.10. Encumbrances. An Encumbrance is filed or recorded against the Premises or any part thereof because of any act or omission of Lessee or its agents, employees, representatives, contractors, licensees, or invitees and the Encumbrance is not removed or discharged in compliance with Article 21 hereof. There is no notice from Authority required for this breach.

24.2 Notice and Termination. Upon a breach of this Lease, Authority may, but shall not be obligated to, give Lessee written notice that this Lease is terminated on the date specified in the notice and, on that date, this Lease and all of Lessee's rights hereunder shall terminate.

24.3 Lessee Liability Continues. The termination of this Lease pursuant to this Article shall not relieve Lessee of its liability and obligations under this Lease, which shall survive the termination. If this Lease is terminated, whether or not the Premises or any part thereof shall have been relet, Lessee shall pay to Authority the Rent, Additional Payments, and any other amount due under this Lease up to the date of the termination. Lessee shall also pay to Authority, as and for the liquidated and agreed current damages for Lessee's default, the equivalent of the amount of Rent, Additional Payments, and any other amount that would be payable hereunder by Lessee if this Lease were still in effect, less the net proceeds of any reletting after deducting all Authority's expenses in connection with the reletting, including all repossession costs, brokerage commissions, legal expenses, attorney fees, alteration costs, and expenses of preparation for such reletting, which shall be due and payable to Authority on the days on which Rent and Additional Payments would have been payable under this Lease if this Lease were still in effect.

24.4 No Implied Waivers. Authority's failure to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy upon a breach hereof, and any acceptance of full or partial Rent or Additional Payments during the continuance of the breach, shall not constitute a waiver of the breach or the provision. No provision hereof to be performed or complied with by Lessee, and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Authority. A waiver of any breach shall not affect or alter this Lease, but all provisions hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

24.5 Remedies Cumulative. If Lessee breaches any provision of this Lease, then Authority, in addition to all other rights and remedies, may enjoin the breach or file an action for specific performance of the provision of this Lease pertaining to the breach and

may invoke any other right and remedy allowed at law or in equity or by statute or otherwise for the breach as though reentry, summary proceedings, and other remedies were not provided for in this Lease. Authority's rights and remedies under this Lease are cumulative, not exclusive.

ARTICLE 25 – DEFAULT BY THE AUTHORITY

In the event of any default by the Authority, Lessee's remedy at law shall be an action for damages. Prior to being entitled to maintain such action, Lessee shall give the Authority written notice specifying such default with particularity, and the Authority shall have thirty calendar days within which to cure any such default, or if such default cannot reasonably be cured within said thirty calendar days, the Authority shall then have beyond said thirty calendar days to commence cure provided the Authority pursues diligently the cure to completion. Unless and until the Authority fails to so cure such default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of the Authority hereunder shall be construed as covenants, not conditions, and all such obligations shall be binding upon the Authority only during the period of its ownership of the Premises and this Lease and not thereafter.

ARTICLE 26 - NOTICES

26.1 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 Lessee at the following addresses:

by U.S. Mail or Electronically:

AUTHORITY
President & CEO
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732
Email address: pr@flyavl.com

LESSEE
Cody Williamson
Manager
DreamCatcher Asheville LLC
100 Brookwood Road
Atmore, AL 36502
email address: cwilliamson@pcicie.com

With a Copy to:
Legal Dept.
Poarch Band of Creek Indians

5811 Jack Springs Rd.
Atmore, AL 36502
email address: cwilliamson@pcicie.com

by Overnight Delivery:

AUTHORITY
President & CEO
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

LESSEE:
same as above

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

26.1.1. Notice given in compliance with this Article is deemed received for purposes of this Lease (i) on the day it is personally delivered, (ii) if sent by email, on the day the email is read, as confirmed by a read receipt confirmation (iii) on the day it is confirmed as sent by facsimile transmittal, (iv) two business days after it is delivered to any commercial air courier or express delivery service, or (v) three business days after it is sent by registered or certified mail as provided above. Unless otherwise expressly provided for herein, any time period stated in a notice shall commence on the date the notice is deemed received and actual receipt is not required.

26.1.2. If Authority or Lessee changes the person or address for notice, then the Party making the change shall give notice of the change to the other Party in compliance with this Article. Unless there is a proper change of address, the Parties are not required to give notice to any person or address other than as set forth above. A Party may not raise failure of or of defect in notice as a defense if the Party failed to give the other Party proper notice that it had changed the person or address for notice.

26.1.3. Notices given orally are invalid.

26.2 Notice to First Permitted Mortgagee Only. When notice is required to be given to a Permitted Mortgagee, the notice shall only be required to be given to the First Permitted Mortgagee. Notice to any other Permitted Mortgagee(s) shall be the responsibility of Lessee. If Lessee fails to give notice to other Permitted Mortgagees, the failure shall not affect the validity of any action taken by Authority. This provision takes precedence over any other provisions of this Lease that may impose a greater notice requirement upon Authority.

ARTICLE 27 - QUIET ENJOYMENT

Authority agrees that Lessee, and anyone claiming by or through Lessee or a Permitted Mortgagee, upon paying all Rent, Additional Payments, and any other amount due under this Lease and complying with all other provisions of this Lease, shall have possession of the Premises without unreasonable interference from Authority, subject only to the terms of this Lease.

ARTICLE 28 - ESTOPPEL

28.1 The Authority and Lessee each hereby agree to provide to the other, upon reasonable request, a commercially reasonable estoppel certificate evidencing:

28.1.1. That this Lease is in full force and effect.

28.1.2. The amount and current status of the Rent, Additional Payments, and any other amount due under this Lease.

28.1.3. That this Lease has or has not been amended or supplemented. If there has been any amendment or supplement, a description thereof.

28.1.4. That there is no default or breach under the Lease and there is no event that, with the passage of time, may result in a default or breach, or if there is any default or breach, a description thereof.

ARTICLE 29 - APPROVALS AND CONSENTS

Unless otherwise expressly stated in this Lease, where the approval or consent of a Party is required, the approval or consent shall not be unreasonably withheld nor delayed. In such instances, if the requesting Party believes that the other Party has unreasonably withheld or delayed its approval or consent, the sole remedy of the requesting Party shall be limited to seeking an injunction or declaratory judgment and in no event shall the other Party be liable for a money damages or lost profits.

ARTICLE 30 - ADJOINING EXCAVATION

Lessee shall allow any person authorized by law and approved by the Authority desiring to excavate upon land or streets adjacent to the Premises to enter the Premises and shore up any walls and take any other action during the excavation to the extent required. Lessee shall, at its expense, repair, or cause to be repaired any damage caused to the Premises by any excavation, construction work, or other work that may be done on any land or street adjoining or adjacent to the Premises.

ARTICLE 31 - AUTHORITY NOT LIABLE

Unless where directly and substantially caused by the negligence of the Authority, the Authority shall not be responsible or liable for any damage or injury to any of the Lessee Improvements, or to any personal property, fixture, merchandise, or equipment of Lessee or to any person on the Premises from steam, gas, electricity, water, rain, or any other source(s) whether the same may leak into, issue or flow from any part of the Premises or from pipes or plumbing work of the same, or from any other place or quarter. Authority shall not be responsible or liable in case of any accident or injury, including death, to any of Lessee's its agents, employees, representatives, contractors, licensees, invitees, sublessees, or other any person in or about the Premises or the streets, sidewalks, or vaults adjacent thereto. Lessee agrees that it will not hold Authority responsible or liable therefor.

ARTICLE 32 - UNAVOIDABLE DELAY

If either Party is unable to perform any obligation under this Lease because of war, national emergency, terrorism, earthquake, fire, and other acts of God, then performance shall be extended for ninety calendar days or during the period of the unavoidable delay, whichever is lesser. If the affected Party is unable to perform after one-hundred eighty calendar days, then this Lease shall terminate, unless Authority extends, in writing, the time to perform for any length of time it deems appropriate, and the Authority may extend the time to perform as many times as it deems appropriate. Lessee may not assert any unavoidable delay as an excuse or defense to its failure to pay Rent, Additional Payments, or any other amount due under this Lease. Lessee's lack of money and/or inability to obtain money or financing is not an unavoidable delay as set forth herein and cannot be used by Lessee as an excuse or defense to its failure to pay Rent, Additional Payments, or any other amount due under this Lease.

ARTICLE 33 – GOVERNMENT REQUIREMENTS

33.1 Government and Federal Aviation Administration Requirements.

33.4.1. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

33.4.2. In addition to Article 18.1.4, the 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.

33.4.3 Lessee shall 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.

33.4.4 Lessee shall 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.

33.4.5. Lessee shall 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, danger or nuisance at the Airport.

33.4.6 Notwithstanding anything herein contained that may appear to be the contrary, it is expressly understood and agreed that, except for Lessee's right to possession of the Premises, the rights granted under this Lease are non-exclusive.

33.2 Discrimination Not Permitted. Lessee, 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 under the provisions of this Lease; (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 Lessee 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. Likewise, Lessee 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 Lessee authorize another person to provide services or benefits from the Premises, Lessee 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. Lessee shall furnish the original or a true copy of such agreement to Authority. The 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 Authority-owned property, and in such event, Lessee agrees that it will adopt any such requirement as a part of this Lease. If Lessee shall furnish any services to the public at Premises, 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 Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any. In the event of breach by Lessee of any of the herein nondiscrimination covenants, continuing after the thirty calendar day notice from the Authority, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises, and hold the same as if this Lease 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. Further, Lessee 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. Lessee also assures Authority that it will require its covered sub-organizations to provide written assurances to the same effect and provide copies thereof to Authority. Lessee assures Authority that it will comply with all pertinent State of North Carolina and/or Federal 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 Lease. Lessee also assures the Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Lease) 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 Lessee's operations under this Lease.

33.3 Airport Concession Disadvantaged Business Enterprise ("ACDBE"). This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. In accordance with these requirements of the U.S. Department of Transportation, Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole in part with Federal funds and in concession agreements at Airports. Lessee 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. Lessee agrees to include the immediately preceding sentence in any subsequent concession agreements (subcontracts) that it enters and cause those businesses to similarly include the statements in further agreements.

33.3.1 Lessee shall submit information as required concerning the DBE(s) that will participate in this concession. This information will include the names and addresses of each DBE and/or DBE suppliers of goods and services, a description of the work to be performed by each DBE, the dollar value (annual estimated gross receipts) of the DBE's contracted participation, and a description of the legal arrangements to be utilized. At the sole discretion of the Authority, a DBE goal may be established for each year of the Term of the Agreement, as measured by total estimated annual gross receipts.

33.3.2 The Lessee shall make good faith efforts to explore all available opportunities to meet the goal to the maximum extent practicable, or, if Lessee fails to meet the goal, Lessee must document acceptable good faith efforts to meet the goal as required by the Authority.

33.3.3 DBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility

standards in 49 CFR Part 23. In the event that the Lessee qualifies as a DBE, the goal shall be deemed to have been met. Should Lessee be unable to attain participation as provided for above, Lessee may use or obtain the services, goods, and products from Disadvantaged Business Enterprises (DBEs) as allowed by 49 CFR, Part 23.

33.3.4 The Lessee shall replace a DBE firm whose contract is terminated with another DBE firm in order to meet the goal, unless otherwise approved by the Authority.

33.3.5 Lessee shall maintain records and documents of payments to DBE's for three (3) years following their performance under this Lease.

33.3.6 An ACDBE Participation Goal for this Lease may be set following completion of the Premises Lessee Improvements and operation of the Hotel and Conference Center for a minimum of twelve consecutive months.

33.4 Subordination to Agreements with the United States. This Lease is subject and subordinate to all current and future agreements entered into between Authority and the FAA, or any other federal agency, related to the operation or maintenance of the Airport and real property, including agreements that are required as a condition to Authority receiving federal rights or property for Airport purposes or required in order for Authority to spend federal funds to improve or further develop the Airport in accordance with the Federal Aviation Act of 1958 (49 U.S.C. §§ 1301, *et seq.*).

33.5 Rehabilitation Act and Americans with Disabilities Act. Lessee and its agents, employees, representatives, contractors, licensees, or invitees and any other person whom Lessee controls or has the right to control, shall comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), and all pertinent Executive Orders, regulations, and rules promulgated thereunder. Lessee must train all employees and agents performing under this Lease on Section 504 and ADA requirements.

33.6 Reservation of Rights. The Authority reserves the right for itself and its assigns to access and use the Premises. The Authority reserves the right to grant easements for the purpose of constructing, installing, maintaining, operating, repairing, replacing, and removing new or existing utilities and facilities related to the operation or use of Authority properties and for the purpose of providing access and services to other Authority properties. In addition, the Authority reserves the right for itself and its assigns to widen or realign existing roadways adjacent to the Premises and to install new roadways or driveways, provided that such roadway or driveway construction does not unreasonably interfere with Lessee's use of the Premises. Lessee agrees to execute any reasonable documents requested by the Authority related to the granting of any such access, use rights, or easements. The Authority shall have no liability for interference with Lessee's use of the Premises which might result from the Authority's construction, installation, maintenance, repair, replacement, or removal efforts and no such efforts shall be construed as a constructive eviction, other eviction, or disruption of the quiet enjoyment of Lessee. Rent shall not be reduced during any time period that the Authority

is exercising any rights described in this Article; provided, however, if any portion of the Premises is permanently removed as described in the Agreement, then Rent shall be adjusted accordingly.

33.7 Authority Over the Airport and the Airport Public Facilities. In addition to any other rights granted by law or by this Lease, the Authority reserves the following rights with respect to the Airport and Premises including, without limitation, the Airport Public Facilities: a) to adjust the boundaries of, expand or delete all or part of the Airport; (b) to add to, delete, or amend all or any part of the Authority rules applicable to all or portions of the Airport; (c) to permit the use of the Airport by others in such manner as the Authority may from time to time determine; (d) to close all or any portion of the Airport; (e) to construct additional buildings or other Improvements at the Airport; and (f) to evict anyone from the Airport who fails to comply with any applicable laws, including applicable Authority ordinances or rules.

33.8 Right to Amend. If the FAA or any other federal agency requires an amendment, modification, revision, supplement, or deletion of any provision of this Lease as a condition to granting funds for the improvement of the Airport or the Premises and Redevelopment Parcel, then Lessee hereby consents to the amendment, modification, revision, supplement, or deletion to the extent necessary to satisfy the FAA's or other federal agency's requirements. At the Authority's request, Lessee shall execute and deliver to the Authority all instruments and other documents necessary to evidence its consent.

33.9 Conflict. To the extent of any direct conflict of the terms and provisions of this Article 34 with any other terms of this Lease, the terms of this Article 34 shall control.

ARTICLE 34 - GENERAL PROVISIONS

34.1 Additional Documents. Each Party agrees to provide such other documents from time to time as may be reasonably requested to implement the provisions of this Lease.

34.2 Amendments. All amendments, approvals, and consents required by this Lease shall be in writing, dated, and signed by the Parties, and may not be established by oral testimony. This Lease cannot be modified or amended by any verbal agreement or communication with Authority either before or after this Lease was effective.

34.3 Attorney Fees and Costs. In any contested action related to or arising out of this Lease and except as otherwise expressly set forth in this Lease, the Authority and Lessee shall each be responsible for the fees and expenses of their respective legal counsel, court costs, and consultants.

34.4 Business Certification. If Lessee is a corporation, limited liability company, or other business entity regulated by a different state than North Carolina, then Lessee certifies that it is authorized to do business in the State of North Carolina, is in good standing with North Carolina, and shall remain in good standing with North Carolina

throughout the Term of this Lease. If Lessee is an individual or any other unregulated business entity, then Lessee certifies that it is authorized to transact business in the State of North Carolina and shall remain authorized throughout the Term of this Lease. Lessee certifies that the person signing this Lease on its behalf is an agent of Lessee and authorized to bind Lessee to this Lease.

34.5 Brokerage Commissions. Unless expressly provided otherwise herein, Lessee warrants that no real estate commission is payable by Authority to any person or entity in connection with this Lease, and Lessee does hereby agree to indemnify, defend and hold completely harmless the Authority from and against any and all liabilities, costs and expenses caused by Lessee (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) incurred by Authority as a result of any claims therefor.

34.6. Choice of Law. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, and those of the United States.

34.7 Recording. This Lease shall not be recorded, but, if requested by either Party, a memorandum hereof shall be prepared, signed by the parties, and recorded in the County where the Premises are located, at the expense of the Party requesting the same. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the Term, the property and easements involved and whether options to renew exist.

34.8 Continuation During Disputes. The Parties shall continue to perform under this Lease during the period of any dispute between them, unless enjoined by a court order. This provision does not apply to Authority when Lessee is in default or breach of this Lease.

34.9 Successors and Assigns. This Lease binds the Parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, successors, and assigns.

34.10 Fair Interpretation. Lessee agrees that the rule that ambiguous or vague language in a contract will be construed against the drafter is waived and does not apply to this Lease. Lessee agrees that this Lease shall be interpreted fairly and not against Authority simply because Authority drafted this Lease.

34.11 Headings. Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Lease.

34.12 Institution of Legal Actions. Any action or proceeding related to or arising out of this Lease shall be filed and maintained in a state or federal court located in the State of North Carolina and of the Federal District Court for the Western District of North Carolina and the Parties consent to the jurisdiction and venue of such courts.

34.13 Authority's Officials Not Liable. Authority's officers, officials, agents, and employees are not personally liable to Lessee for any default or breach of this Lease by Authority, are not liable for any amount that may become due to Lessee, and are not obligated to perform under any provision of this Lease.

34.14 No Liability to Third Parties. Authority has no liability to any third party for any approval of Lessee's Plans, construction of Lessee Improvements, negligence, failure to comply with the provisions of this Lease, including any absence or inadequacy of insurance required to be carried by Lessee, or otherwise as a result of the existence of this Lease.

34.15 No Third-Party Beneficiaries. Except as expressly stated herein, this Lease does not create and may not be construed as creating any right or privilege in any person that is not a Party to this Lease.

34.16 No Partnership. The relationship of the Parties is solely that of Authority and Lessee. Nothing in this Lease creates or may be construed as creating a principal-agent, employer-employee, partnership, joint venture, or similar relationship between the Parties. Lessee agrees that it is not an agent or employee of Authority for the use or occupancy of the Premises or for the installation, construction, alteration, or repair of any Lessee Improvement on the Premises. Lessee agrees that its employees and contractors are not employees of Authority and that Authority's civil service, retirement, or personnel rules and benefits do not accrue or apply to Lessee's employees and contractors. Lessee shall pay all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation and other benefits, taxes, and premiums appurtenant thereto concerning Lessee's employees and contractors, and Lessee shall indemnify, defend, and hold harmless Authority with respect thereto.

34.17 Saving Clause. If any provision of this Lease is ruled invalid or unenforceable by a court of law applicable to the Premises and/or this Lease, then the provision shall be modified to the extent necessary to make it valid or enforceable, if practicable, and the remaining provisions of this Lease shall remain unchanged and in full force and effect, provided that elimination of the offending provision does not materially prejudice either Party's rights or obligations under this Lease, in which case this Lease will terminate.

34.18 Time of Essence. Time is of the essence in Lessee's payment of Rent, Additional Payments, and any other amount due under this Lease, and the performance of all its other obligations under this Lease.

34.19 Entire Agreement. This Lease constitutes and embodies the entire agreement between the Parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Lease and the Premises. The Parties are not bound by any obligation not provided for in this Lease. Lessee agrees that it was not induced to enter into this Lease by any misrepresentation, undue influence, or coercion by Authority or any of its officers, officials, agents, or employees. The Recitals and Exhibits attached to this Lease are material parts of this Lease and are incorporated herein by this reference.

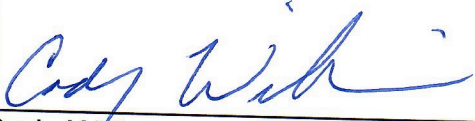
IN WITNESS WHEREOF, this Lease is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Lew Bleiweis, A.A.E.
President & CEO

Date

DREAMCATCHER ASHEVILLE LLC



By: Cody Williamson
Manager

3/5/25

Date

Exhibit A Page 1 of 12 Premises

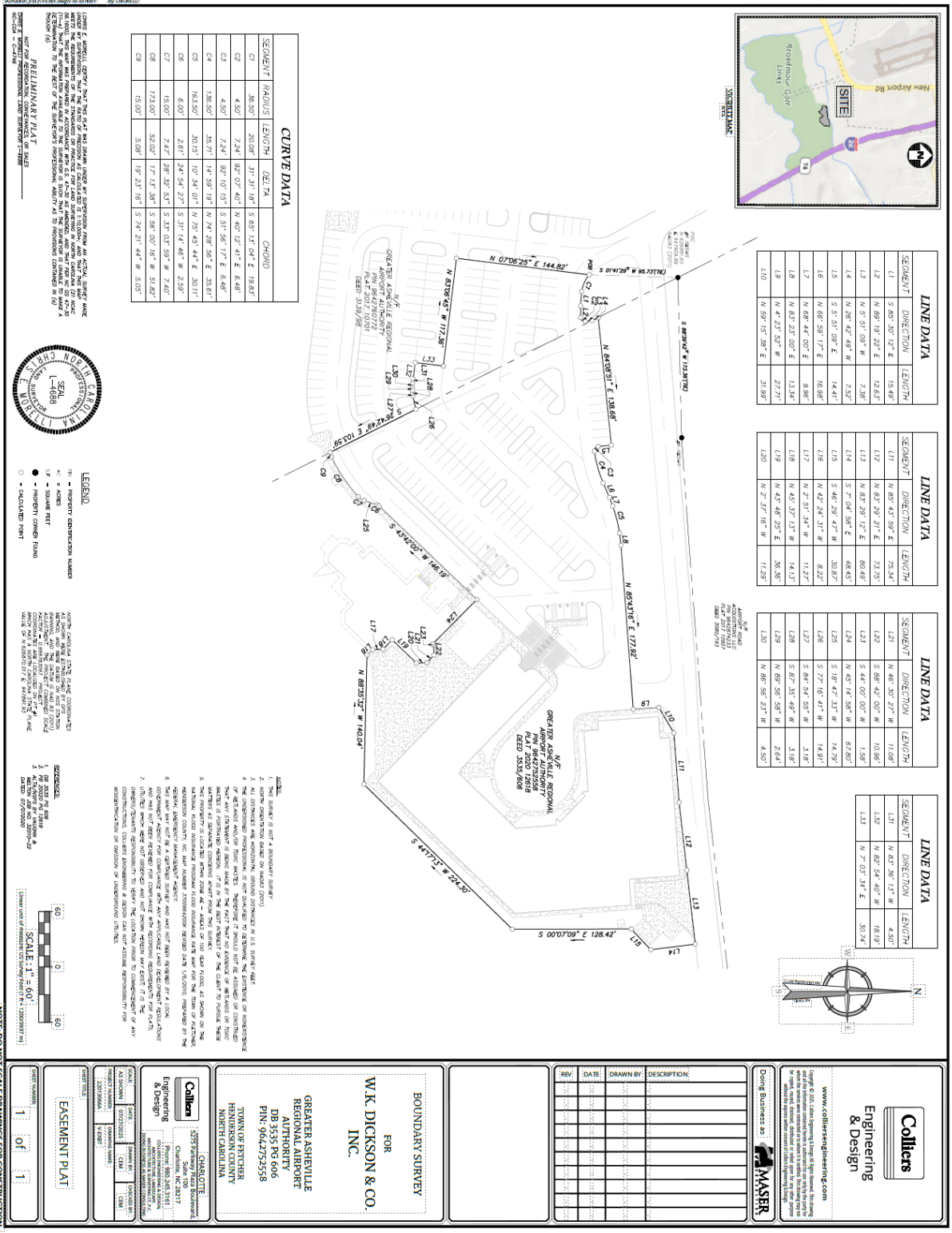


Exhibit A Page 2 of 12 Premises

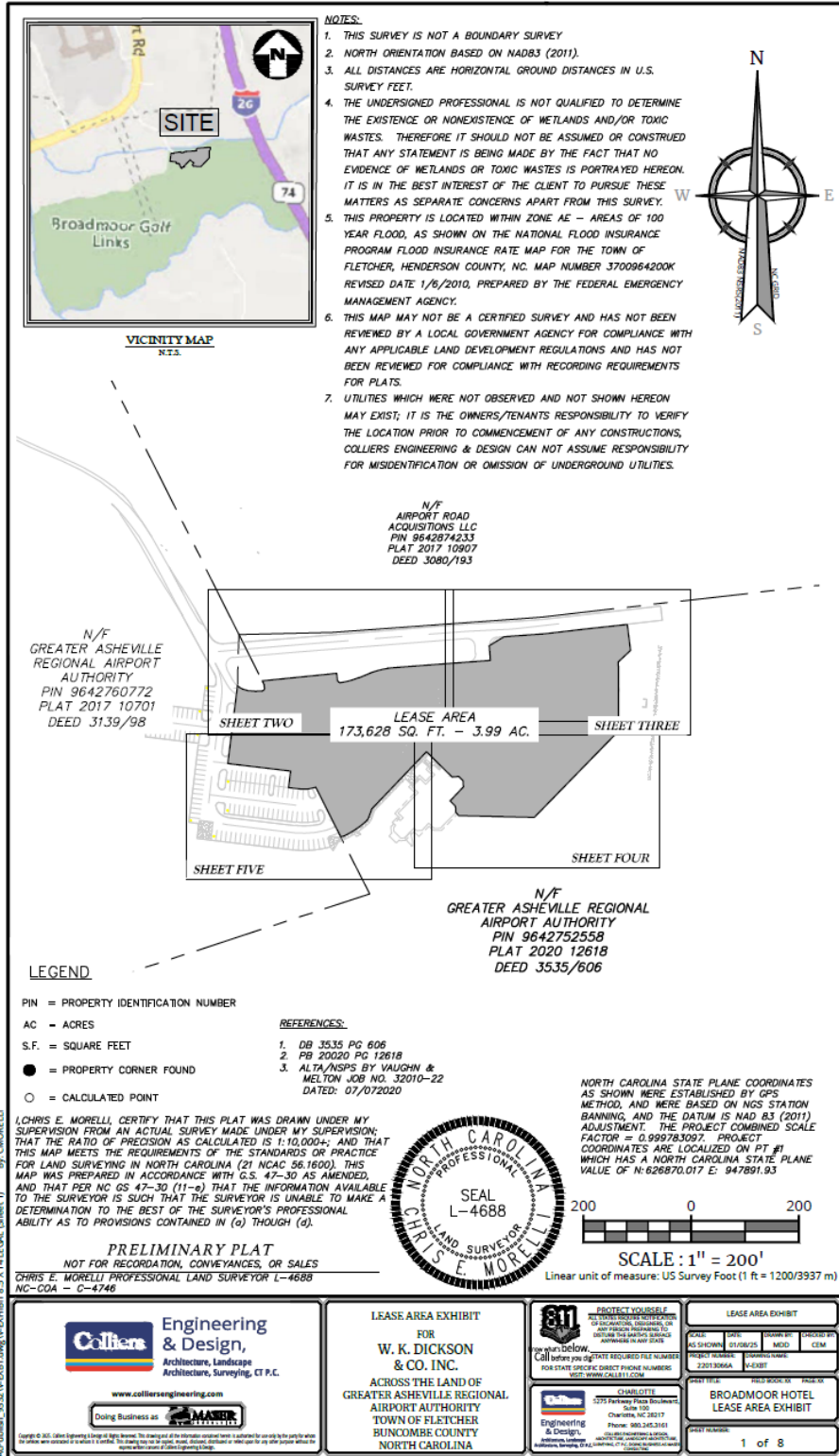


Exhibit A Page 3 of 12 Premises

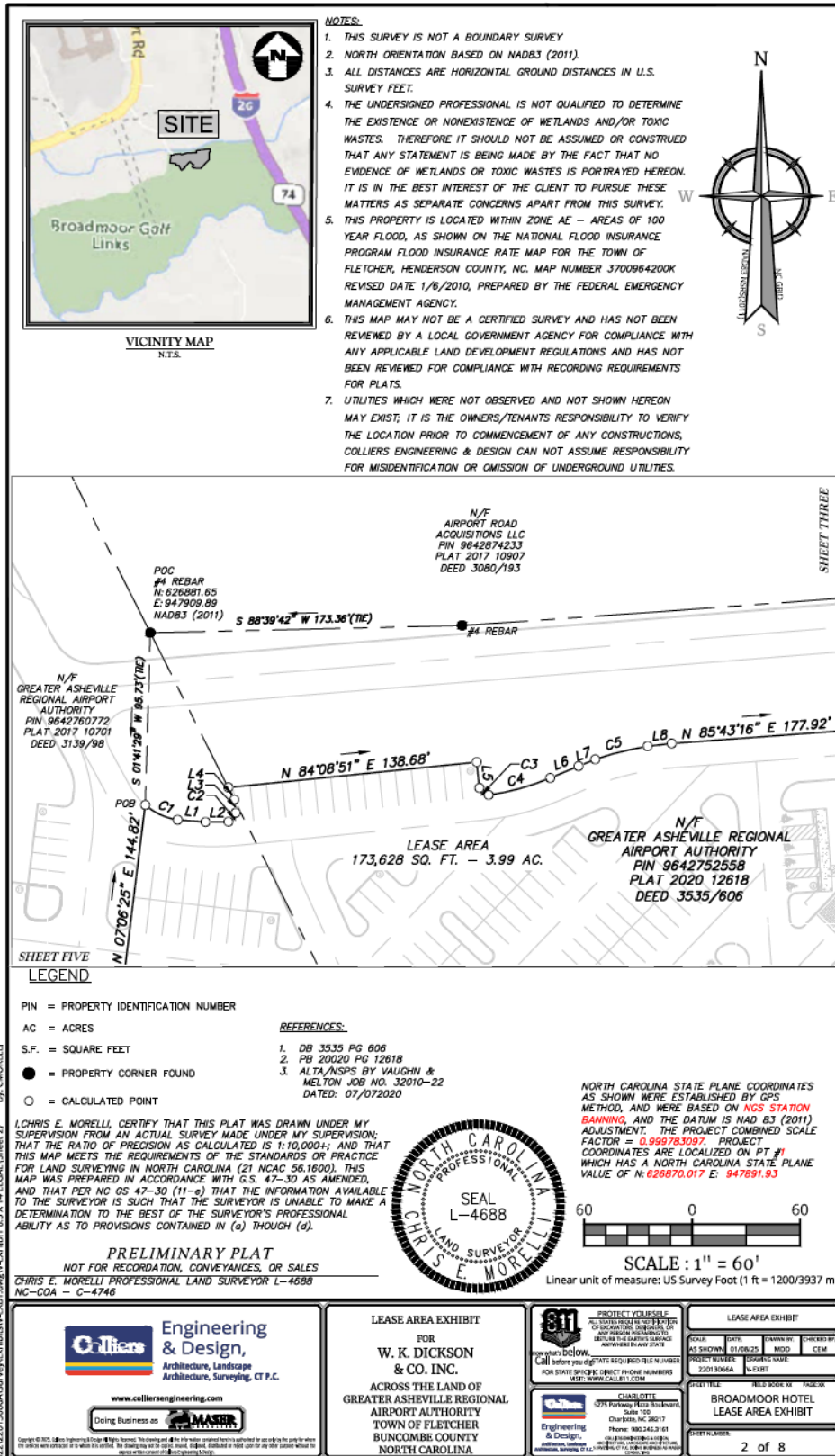
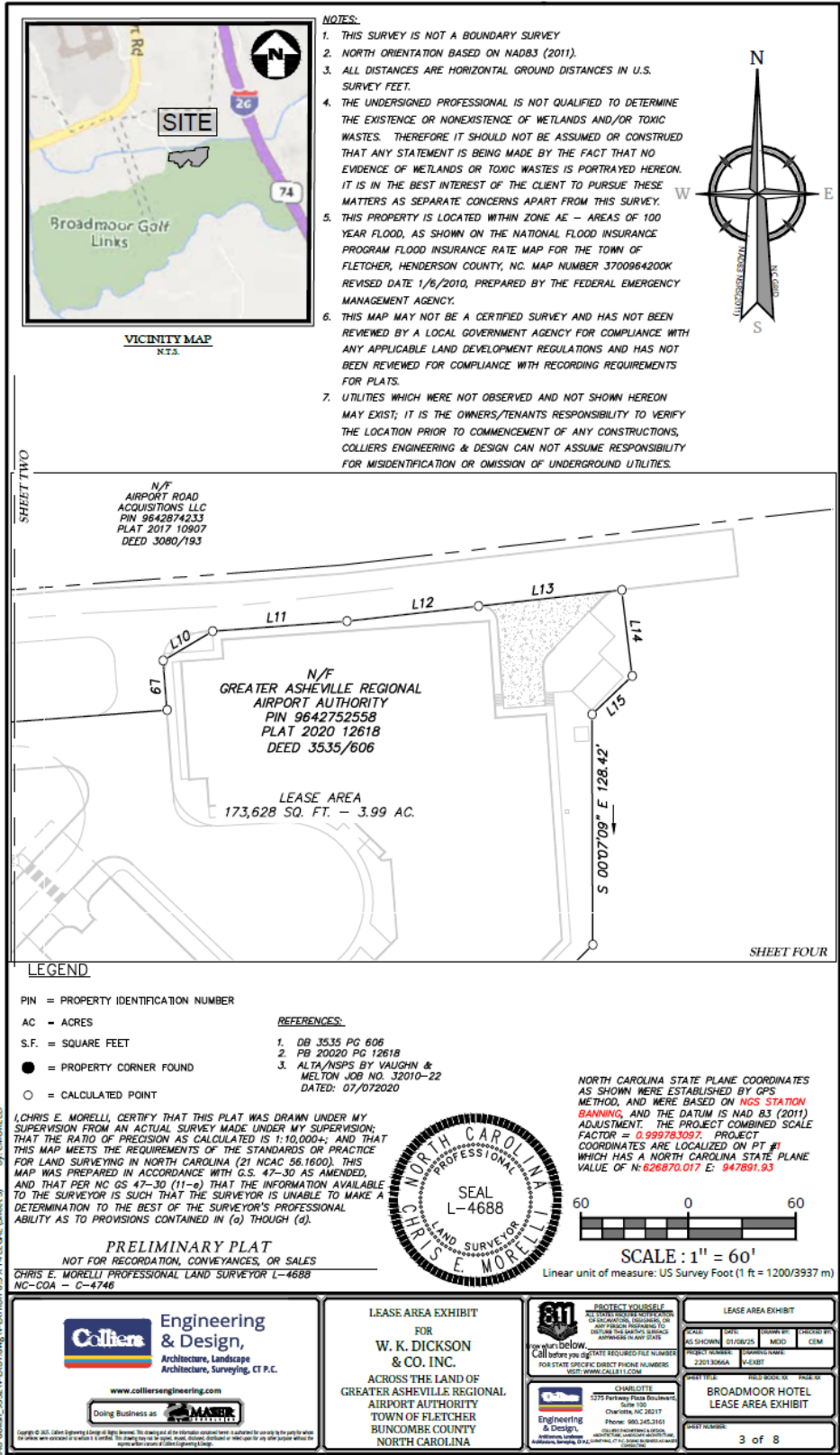


Exhibit A Page 4 of 12 Premises



- NOTES:**
1. THIS SURVEY IS NOT A BOUNDARY SURVEY
 2. NORTH ORIENTATION BASED ON NAD83 (2011).
 3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.
 4. THE UNDERSIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OR NONEXISTENCE OF WETLANDS AND/OR TOXIC WASTES. THEREFORE IT SHOULD NOT BE ASSUMED OR CONSTRUED THAT ANY STATEMENT IS BEING MADE BY THE FACT THAT NO EVIDENCE OF WETLANDS OR TOXIC WASTES IS PORTRAYED HEREON. IT IS IN THE BEST INTEREST OF THE CLIENT TO PURSUE THESE MATTERS AS SEPARATE CONCERNS APART FROM THIS SURVEY.
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N/F
AIRPORT ROAD
ACQUISITIONS LLC
PIN 9642874233
PLAT 2017 10907
DEED 3080/193

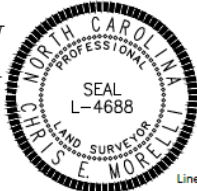
N/F
GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY
PIN 9642752558
PLAT 2020 12618
DEED 3535/606

LEASE AREA
173,628 SQ. FT. - 3.99 AC.

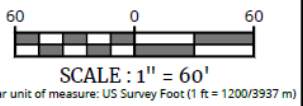
- LEGEND**
- PIN = PROPERTY IDENTIFICATION NUMBER
 - AC = ACRES
 - S.F. = SQUARE FEET
 - = PROPERTY CORNER FOUND
 - = CALCULATED POINT
- REFERENCES:**
1. DB 3535 PG 606
 2. PB 20020 PG 12618
 3. ALTA/NSPS BY VAUGHN & MELTON JOB NO. 32010-22 DATED: 07/072020

CHRIS E. MORELLI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OR PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 06.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT PER NC GS 47-30 (11-e) THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (d).

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
CHRIS E. MORELLI PROFESSIONAL LAND SURVEYOR L-4688
NC-CAA - C-4746



NORTH CAROLINA STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY GPS METHOD, AND WERE BASED ON NGS STATION BANNING, AND THE DATUM IS NAD 83 (2011) ADJUSTMENT. THE PROJECT COMBINED SCALE FACTOR = 0.999783097. PROJECT COORDINATES ARE LOCALIZED ON PT #1 WHICH HAS A NORTH CAROLINA STATE PLANE VALUE OF N: 626870.017 E: 947891.93



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LEASE AREA EXHIBIT			
DATE AS SHOWN	DATE MOD	DRAWN BY	CHECKED BY
	01/08/25		CEM
PROJECT NUMBER	DRAWING NAME		
23033000A	LEASE#1		
PROJECT TITLE: PROJECT NUMBER: PROJECT			
BROADMOOR HOTEL LEASE AREA EXHIBIT			
PAGE NUMBER			
3 of 8			

Exhibit A Page 5 of 12 Premises

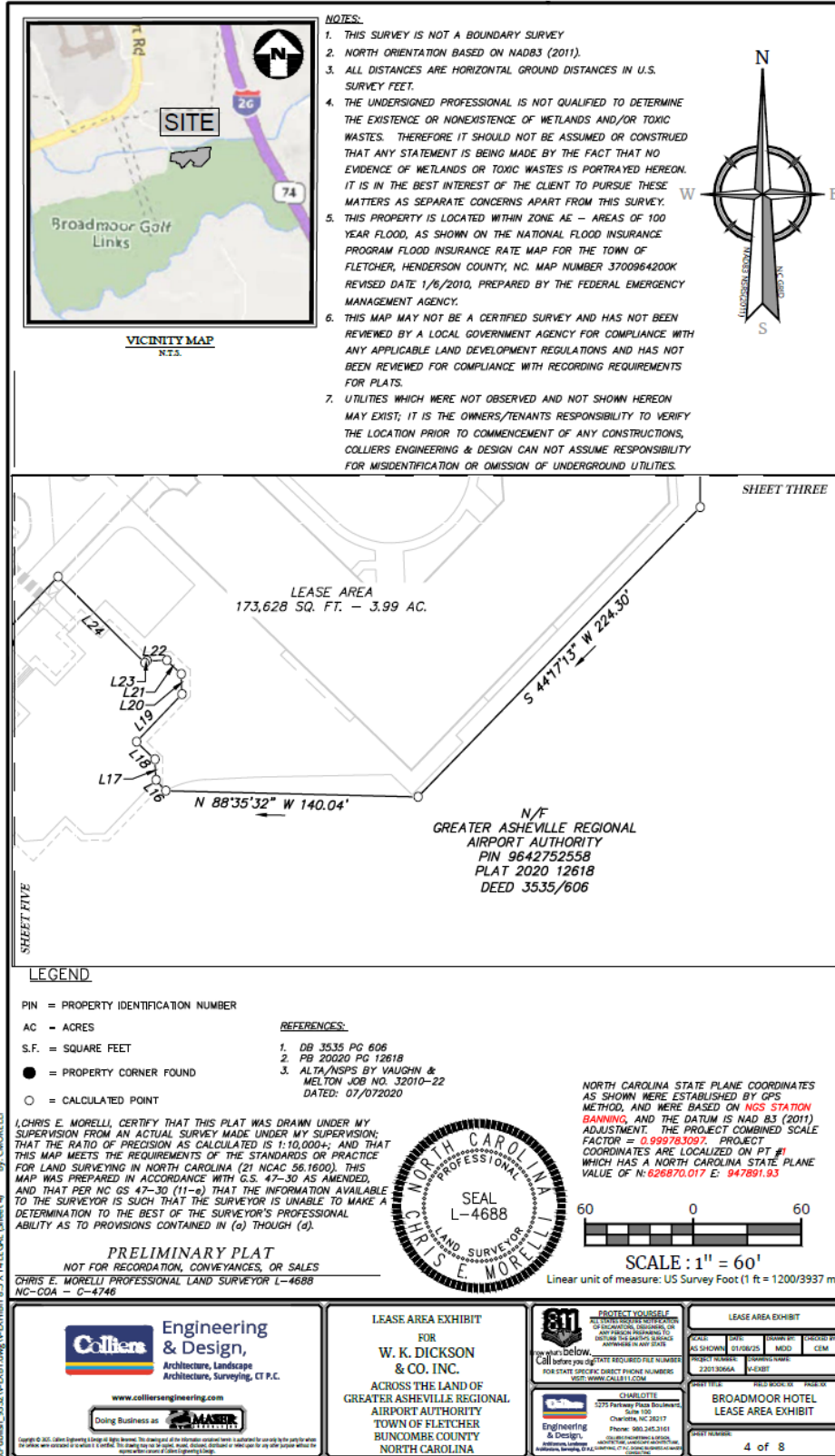


Exhibit A Page 6 of 12 Premises

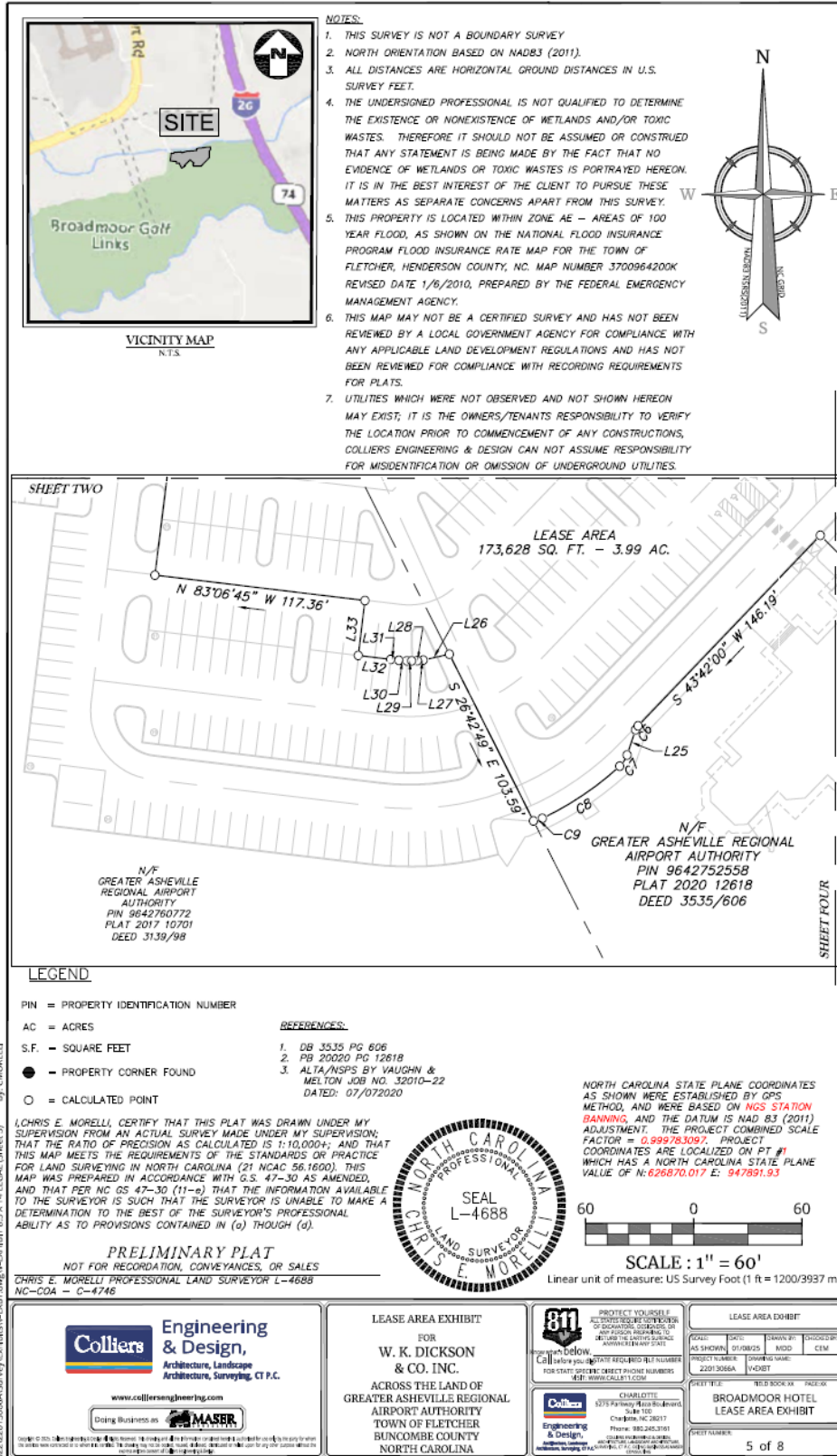


Exhibit A Page 7 of 12 Premises

VICINITY MAP
N.T.S.

NOTES:

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LINE DATA		
SEGMENT	DIRECTION	LENGTH
L1	S 85° 30' 12" E	15.49'
L2	N 89° 19' 22" E	12.63'
L3	N 5° 51' 09" W	7.38'
L4	N 26° 42' 49" W	7.52'
L5	S 5° 51' 09" E	14.41'
L6	N 66° 59' 17" E	16.98'
L7	N 68° 44' 00" E	9.96'
L8	N 83° 23' 00" E	13.34'
L9	N 4° 23' 52" W	27.71'
L10	N 59° 15' 38" E	31.99'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L11	N 85° 43' 59" E	75.34'
L12	N 83° 29' 21" E	73.75'
L13	N 83° 29' 12" E	80.49'
L14	S 7° 04' 58" E	48.45'
L15	S 46° 29' 47" W	30.87'
L16	N 42° 24' 31" W	8.22'
L17	N 2° 51' 34" W	11.27'
L18	N 45° 37' 13" W	14.13'
L19	N 43° 48' 25" E	36.36'
L20	N 2° 37' 16" W	11.29'

LEGEND

PIN = PROPERTY IDENTIFICATION NUMBER
 AC = ACRES
 S.F. = SQUARE FEET
 ● = PROPERTY CORNER FOUND
 ○ = CALCULATED POINT

REFERENCES:

- DB 3535 PG 606
- PB 20020 PG 12618
- ALTA/NSPS BY VAUGHN & MELTON JOB NO. 32010-22 DATED: 07/072020

I, CHRIS E. MORELLI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OR PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 36.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT PER NC GS 47-30 (11-e) THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THROUGH (d).

PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES, OR SALES
CHRIS E. MORELLI PROFESSIONAL LAND SURVEYOR L-4688
NC-COA - C-4746

NORTH CAROLINA STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY GPS METHOD, AND WERE BASED ON NGS STATION BANNING, AND THE DATUM IS NAD 83 (2011) ADJUSTMENT. THE PROJECT COMBINED SCALE FACTOR = 0.999783097. PROJECT COORDINATES ARE LOCALIZED ON PT #1 WHICH HAS A NORTH CAROLINA STATE PLANE VALUE OF N: 626870.017 E: 947891.93

SCALE: 1" = 60'
Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

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SUN 10:00
Charlotte, NC 28217

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Chris E. Morelli
Professional Land Surveyor
License L-4688
North Carolina
Address: 10000 W. Highway 100, Suite 100, Charlotte, NC 28217
Phone: 980.245.3161
Fax: 980.245.3162
www.colliersengineering.com

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PLAN:	DATE:	ISSUED BY:	DESIGNED BY:
NO SHOWING	02/26/25	MAKER	CMR
PROJECT NUMBER:	22013066A	PROJECT NAME:	12-EXHIBIT
PROJECT ID:	10000000000000000000	PAGE NO.:	6 OF 8

**BROADMOOR HOTEL
LEASE AREA EXHIBIT**

6 of 8

Exhibit A Page 8 of 12 Premises

VICINITY MAP
N.T.S.

NOTES:

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LINE DATA		
SEGMENT	DIRECTION	LENGTH
L21	N 46° 30' 27" W	11.08'
L22	S 88° 42' 00" W	10.96'
L23	S 44° 00' 00" W	1.58'
L24	N 45° 14' 58" W	67.80'
L25	S 18° 47' 33" W	14.79'
L26	S 77° 16' 41" W	14.91'
L27	S 84° 54' 55" W	3.18'
L28	S 87° 35' 49" W	3.18'
L29	N 89° 56' 58" W	2.64'
L30	N 86° 56' 23" W	4.50'

LINE DATA		
SEGMENT	DIRECTION	LENGTH
L31	N 83° 36' 13" W	4.50'
L32	N 82° 54' 40" W	18.19'
L33	N 7° 03' 34" E	30.74'

LEGEND

PIN = PROPERTY IDENTIFICATION NUMBER
 AC = ACRES
 S.F. = SQUARE FEET
 ● = PROPERTY CORNER FOUND
 ○ = CALCULATED POINT

REFERENCES:

1. DB 3535 PG 608
2. PB 20020 PG 12618
3. ALTA/NSPS BY VAUGHN & MELTON JOB NO. 32010-22 DATED: 07/072020

NORTH CAROLINA STATE PLANE COORDINATES AS SHOWN WERE ESTABLISHED BY GPS METHOD, AND WERE BASED ON NGS STATION BANNING, AND THE DATUM IS NAD 83 (2011) ADJUSTMENT. THE PROJECT COMBINED SCALE FACTOR IS 0.999783097. PROJECT COORDINATES ARE LOCALIZED ON PT #1 WHICH HAS A NORTH CAROLINA STATE PLANE VALUE OF N: 626870.017 E: 947891.83

SCALE: 1" = 60'
Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

PRELIMINARY PLAT
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Charlotte, NC 28217
Phone: 800.343.6161

LEASE AREA EXHIBIT

SCALE	DIST	DATE	BY	CHKD BY
AS SHOWN	01/28/25			
PROJECT NUMBER	22013096A	DATE	02/20/25	

**BROADMOOR HOTEL
LEASE AREA EXHIBIT**

7 of 8

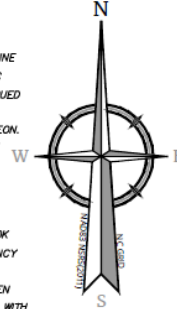
Exhibit A Page 9 of 12 Premises



VICINITY MAP
N.T.S.

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CURVE DATA

SEGMENT	RADIUS	LENGTH	DELTA	CHORD
C1	36.50'	20.08'	31° 31' 18"	S 65° 13' 04" E 19.83'
C2	4.50'	7.24'	92° 07' 40"	N 40° 12' 41" E 6.48'
C3	4.50'	7.24'	92° 10' 15"	S 51° 56' 17" E 6.48'
C4	136.50'	35.71'	14° 59' 19"	N 74° 28' 56" E 35.61'
C5	163.50'	30.15'	10° 34' 01"	N 75° 45' 44" E 30.11'
C6	6.00'	2.61'	24° 54' 27"	S 31° 14' 46" W 2.59'
C7	15.00'	7.47'	28° 32' 53"	S 33° 03' 59" W 7.40'
C8	173.00'	52.02'	17° 13' 38"	S 56° 00' 16" W 51.82'
C9	15.00'	5.08'	19° 23' 16"	S 74° 21' 44" W 5.05'

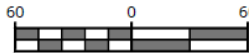
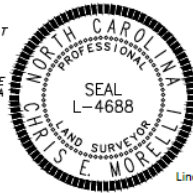
LEGEND

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- S.F. = SQUARE FEET
- = PROPERTY CORNER FOUND
- = CALCULATED POINT

REFERENCES:

1. DB 3535 PG 606
2. PB 20020 PG 12618
3. ALTA/NSPS BY VAUGHN & MELTON JOB NO. 32010-22 DATED: 07/072020

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SCALE: 1" = 60'

Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

By: CMORELLI
APR 2024 09:23:14 AM C:\Users\cmorelli\OneDrive\Documents\Projects\2024\14 LEGAL (Sheet B)

CHRIS E. MORELLI, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OR PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT PER NC GS 47-30 (11-a) THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (a) THOUGH (d).

PRELIMINARY PLAT

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LEASE AREA EXHIBIT PROJECT NUMBER: 22013006A SHEET NUMBER: 4-EXHIBIT		LEASE AREA EXHIBIT DATE: 03/08/2024 DRAWN BY: CMORELLI CHECKED BY: CMORELLI PROJECT NAME: BROADMOOR HOTEL LEASE AREA EXHIBIT SHEET TOTAL: 8 OF 8

Exhibit A

Page 10 of 12

Premises

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DESCRIPTION OF PROPERTY
TOWN OF FLETCHER
HENDERSON COUNTY, NORTH
CAROLINA

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,
PIN: 9642752558 & 9642760772
PROJECT NO. 22013066A
JANUARY 28, 2025
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LEASE EXHIBIT LEGAL DESCRIPTION:

LYING IN PORTION OF PIECE, PARCELS OR TRACTS IDENTIFIED IN DEED BOOK 3535 AND PAGE 606 AND DEED BOOK 3139 AND PAGE 98 RECORDED IN THE REGISTER OF DEEDS OF HENDERSON COUNTY, NORTH CAROLINA; BEING IN THE TOWN OF FLETCHER, HENDERSON COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF AIRPROT ROAD ACQUISITIONS, LLC DESCRIBED IN DEED BOOK 3080 AND PAGE 193 IN THE REGISTER OF DEEDS OF HENDERSON COUNTY BEING #4 REBAR FOUND HAVING NORTH CAROLINA STATE PLANE COORDINATES 2011 ADJUSTMENT: NORTHING 626881.65 AND EASTING 947909.89; THENCE S 01°41'29" W AND A DISTANCE OF 95.73 FEET TO A CALCULATED POINT, ALSO POINT ALSO BEING THE POINT AND PLACE OF BEGINNING; THENCE THE FOLLOWING (51) COURSES IN A CLOCKWISE DIRECTION;

1. 20.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 36.50 FEET, WITH A CHORD BEARING OF N 65°13'04" W A CHORD DISTANCE OF 19.83 FEET TO A CALCULATED POINT;
2. A BEARING N 85°30'12" W AND A DISTANCE OF 15.49 FEET TO A CALCULATED POINT
3. A BEARING S 89°19'22" W AND A DISTANCE OF 12.63 FEET TO A CALCULATED POINT;
4. 7.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 4.50 FEET, WITH A CHORD BEARING OF S 40°12'41" W A CHORD DISTANCE OF 6.48 FEET TO A CALCULATED POINT;
5. A BEARING S 05°51'09" E AND A DISTANCE OF 7.38 FEET TO A CALCULATED POINT;
6. A BEARING S 26°42'49" E AND A DISTANCE OF 7.52 FEET TO A CALCULATED POINT;
7. A BEARING S 84°08'51" W AND A DISTANCE OF 138.68 FEET TO A CALCULATED POINT;
8. A BEARING N 05°51'09" W AND A DISTANCE OF 14.41 FEET TO A CALCULATED POINT;
9. 7.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 4.50 FEET, WITH A CHORD BEARING OF N 51°56'17" W A CHORD DISTANCE OF 6.48 FEET TO A CALCULATED POINT;
10. 35.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 136.50 FEET, WITH A CHORD BEARING OF S 74°28'56" W A CHORD DISTANCE OF 35.61 FEET TO A CALCULATED POINT;
11. A BEARING S 66°59'17" W AND A DISTANCE OF 16.98 FEET TO A CALCULATED POINT;
12. A BEARING S 68°44'00" W AND A DISTANCE OF 9.96 FEET TO A CALCULATED POINT;

Exhibit A

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Premises

DESCRIPTION OF PROPERTY
TOWN OF FLETCHER
HENDERSON COUNTY, NORTH
CAROLINA

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,
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13. 30.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 163.50 FEET, WITH A CHORD BEARING OF S 75°45'44" W A CHORD DISTANCE OF 30.11 FEET TO A CALCULATED POINT;
14. A BEARING S 83°23'00" W AND A DISTANCE OF 13.34 FEET TO A CALCULATED POINT;
15. A BEARING S 85°43'16" W AND A DISTANCE OF 177.92 FEET TO A CALCULATED POINT;
16. A BEARING S 04°23'52" E AND A DISTANCE OF 27.71 FEET TO A CALCULATED POINT;
17. A BEARING S 59°15'38" W AND A DISTANCE OF 31.99 FEET TO A CALCULATED POINT;
18. A BEARING S 85°43'59" W AND A DISTANCE OF 75.34 FEET TO A CALCULATED POINT;
19. A BEARING S 83°29'21" W AND A DISTANCE OF 73.75 FEET TO A CALCULATED POINT;
20. A BEARING S 83°29'12" W AND A DISTANCE OF 80.49 FEET TO A CALCULATED POINT;
21. A BEARING N 07°04'58" W AND A DISTANCE OF 48.45 FEET TO A CALCULATED POINT;
22. A BEARING N 46°29'47" E AND A DISTANCE OF 30.87 FEET TO A CALCULATED POINT;
23. A BEARING N 00°07'09" W AND A DISTANCE OF 128.42 FEET TO A CALCULATED POINT;
24. A BEARING N 44°17'13" E AND A DISTANCE OF 224.30 FEET TO A CALCULATED POINT;
25. A BEARING S 88°35'32" E AND A DISTANCE OF 140.04 FEET TO A CALCULATED POINT;
26. A BEARING S 42°24'31" E AND A DISTANCE OF 8.22 FEET TO A CALCULATED POINT;
27. A BEARING S 02°51'34" E AND A DISTANCE OF 11.27 FEET TO A CALCULATED POINT;
28. A BEARING S 45°37'13" E AND A DISTANCE OF 14.13 FEET TO A CALCULATED POINT;
29. A BEARING S 43°48'25" W AND A DISTANCE OF 36.36 FEET TO A CALCULATED POINT;
30. A BEARING S 02°37'16" E AND A DISTANCE OF 11.29 FEET TO A CALCULATED POINT;
31. A BEARING S 46°30'27" E AND A DISTANCE OF 11.08 FEET TO A CALCULATED POINT;
32. A BEARING N 88°42'00" E AND A DISTANCE OF 10.96 FEET TO A CALCULATED POINT;
33. A BEARING N 44°00'00" E AND A DISTANCE OF 1.58 FEET TO A CALCULATED POINT;
34. A BEARING S 45°14'58" E AND A DISTANCE OF 67.80 FEET TO A CALCULATED POINT;
35. A BEARING N 43°42'00" E AND A DISTANCE OF 146.19 FEET TO A CALCULATED POINT;
36. 2.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 6.00 FEET, WITH A CHORD BEARING OF N 31°14'46" E A CHORD DISTANCE OF 2.59 FEET TO A CALCULATED POINT;

Exhibit A
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Premises

DESCRIPTION OF PROPERTY
TOWN OF FLETCHER
HENDERSON COUNTY, NORTH
CAROLINA

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,
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- 37. A BEARING N 18°47'33" E AND A DISTANCE OF 14.79 FEET TO A CALCULATED POINT;
- 38. 7.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF N 33°03'59" E A CHORD DISTANCE OF 7.40 FEET TO A CALCULATED POINT;
- 39. 52.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 173.00 FEET, WITH A CHORD BEARING OF N 56°00'16" E A CHORD DISTANCE OF 51.82 FEET TO A CALCULATED POINT;
- 40. 5.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 15.00 FEET, WITH A CHORD BEARING OF N 74°21'44" E A CHORD DISTANCE OF 5.05 FEET TO A CALCULATED POINT;
- 41. A BEARING S 26°42'49" E AND A DISTANCE OF 103.59 FEET TO A CALCULATED POINT;
- 42. A BEARING N 77°16'41" E AND A DISTANCE OF 14.91 FEET TO A CALCULATED POINT;
- 43. A BEARING N 84°54'55" E AND A DISTANCE OF 3.18 FEET TO A CALCULATED POINT;
- 44. A BEARING N 87°35'49" E AND A DISTANCE OF 3.18 FEET TO A CALCULATED POINT;
- 45. A BEARING S 89°56'58" E AND A DISTANCE OF 2.64 FEET TO A CALCULATED POINT;
- 46. A BEARING S 86°56'23" E AND A DISTANCE OF 4.50 FEET TO A CALCULATED POINT;
- 47. A BEARING S 83°36'13" E AND A DISTANCE OF 4.50 FEET TO A CALCULATED POINT;
- 48. A BEARING S 82°54'40" E AND A DISTANCE OF 18.19 FEET TO A CALCULATED POINT;
- 49. A BEARING S 07°03'34" W AND A DISTANCE OF 30.74 FEET TO A CALCULATED POINT;
- 50. A BEARING S 83°06'45" E AND A DISTANCE OF 117.36 FEET TO A CALCULATED POINT;
- 51. A BEARING S 07°06'25" W AND A DISTANCE OF 144.82 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID LEASE DESCRIBED CONTAINING 173,628 SQUARE FEET, 3.99 ACRES MORE OR LESS

SUBJECT TO: TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS, COVENANTS AND RIGHTS OF WAY OF RECORD.

THE FOREGOING DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR FOR THE FIRM OF COLLIERS ENGINEERING & DESIGN AND IS BASED ON THE AFOREMENTIONED LEASE EXHIBIT.

PRELIMINARY

CHRIS MORELLI, **January 28, 2025**
NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4688

Exhibit B Percentage Rent Monthly Report

Asheville Regional Airport			
EXAMPLE	Monthly Sales Report		
		YTD Gross Sales	
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
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	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Month and Year		
	Sales per Month	\$0.00	\$0.00
	Total Annual Gross Sales		\$0.00
	Less \$10 Million		\$ (10,000,000.00)
Years 11 - 21	Percent Rent Due Authority 0.5%		\$0.00
Years 22 - 50	Percent Rent Due Authority 1.0%		\$0.00
I certify that this is a true and accurate statement of Gross Receipts in accordance with the terms of our Lease and Agreement with the Greater Asheville Regional Airport Authority for the month and year listed above.			
Signature:			
Title:			
Date:			
Phone Number:			

Exhibit C
Operating Standards
Page 1 of 2

In the operation of the business to be conducted under this Agreement, Lessee agrees to comply with the following conditions and requirements:

1. Lessee shall provide the customary facilities and services of an at least one hundred (145) guest rooms, conference center with meeting rooms, parking lot and ancillary and supporting roadways, accesses, and other supporting facilities as may be customary, necessary, or required in support thereof twenty-four (24) hours per day, seven (7) days per week.
2. Lessee shall furnish well-trained personnel, including qualified, competent, and experienced supervisory personnel, and other support staff necessary to operate its hotel concession. Lessee shall select and appoint a full-time manager and supervisors necessary to fulfill the requirements of the operation of a hotel concession.
3. Lessee's supervisors shall be qualified and experienced supervisors. Each shall be capable of acting as the manager during the full-time manager's absence. Supervisors shall be trained by the manager and Lessee so that each shall become proficient in handling all the duties of the manager. Supervisors shall be scheduled so that the manager or a supervisor is on duty at all times during business hours.
4. Lessee agrees to inform and instruct its employees with regard to operational procedures contained in this Agreement in order to ensure propriety and courteous conduct while on duty and to take positive and immediate action to correct the conduct of its employees upon notification by the President & CEO or his/her representative of a breach of this Agreement in this regard.
5. Lessee agrees to maintain standards of quality of service and products consistent with the AAA Rating 4-Diamond designation, or its equivalent that provides standards consistent with the Competitive Set in Exhibit D and in accordance and compliance with the terms and conditions of any franchise license agreement which may be in effect now or in the future.
6. Lessee shall ensure polite and inoffensive conduct and demeanor on the part of its representatives, agents, servants, and employees.
7. Lessee shall furnish good, prompt, courteous and efficient service to meet reasonable demands or requests for such services.

Exhibit C
Operating Standards
Page 2 of 2

8. Lessee's Premises shall be clean in appearance and maintained so as to present a professional and well-kept image at all times.
9. Lessee shall not distribute, or allow to be distributed, advertising or promotional materials, flyers, or leaflets at or upon Authority Property except from the lobby area of the hotel, and only subject to the provisions of this Agreement.
10. Lessee shall not allow its agents, servants or employees so engaged to conduct business in a loud, noisy, boisterous, derogatory, discriminatory, offensive, objectionable manner, or to drive in either a reckless or an unlawful fashion, or to solicit business on Airport or Authority Property except through the Authority's advertising concessionaire.
11. Lessee shall operate its business upon the Premises so that a duplicate sales slip, guest registration, or detailed sales transaction shall be issued with each sale or transaction. Such duplicate detailed sales transactions shall be considered a part of Lessee's books and records of accounts and shall be retained pursuant to Article 6 of this Agreement.
12. Lessee shall not misrepresent to the public its prices or the terms and provisions of its services or those of its competitors. Lessee shall comply with all applicable rules and regulations of all governmental agencies having jurisdiction over Lessee's activities. Lessee shall fully inform each customer, prior to the execution of such customer's agreement for room charges, and of all applicable rates and fees. Lessee (including its employees, agents, and representatives) shall not refer to any rents, fees or charges required to be paid hereunder as an Airport tax or customer tax. Said rents, fees and charges shall only be referred to or characterized by the terminology as used in this Agreement or as approved in advance in writing by the President & CEO. Lessee shall, upon receipt of written notice, immediately cease any business practices which Authority determines to be deceptive.
13. Lessee shall provide a copy of the franchise agreement between the Lessee and the franchisor.

Exhibit D
Competitive Set – Performance Standards

STR ID#	Hotel Name	Rooms	Class
1. 59349	Hilton Asheville Biltmore Park	165	Upper Upscale
2. 68685	Kimpton Hotel Arras	128	Upper Upscale
3. 59692	Hotel Indigo Asheville Downtown	115	Upper Upscale
4. 18667	Doubletree Hotel Biltmore	197	Upscale
5. 65070	Hilton Garden Inn Asheville Downtown	140	Upscale
6. 63821	Hyatt Place Asheville Downtown	140	Upscale
7. 66406	Cambria Hotel Downtown Asheville	136	Upscale
8. 65612	AC Hotel Asheville Downtown	132	Upscale
9. 61686	Aloft Hotel Asheville Downtown	115	Upscale

Exhibit E
Insurance Requirements
Page 1 of 2

At least three business days prior to the Effective Date of this Lease and at least ten days prior to the expiration of any policy or policies theretofore provided hereunder by Lessee, Lessee 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 30 days' written notice thereof to Authority. 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 Lessee's use or occupancy of, or the conduct of its operations on the Premises,

A. 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 Lessee, 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 Lessee's use or occupancy of, or the conduct of its operations on, the Premises and any improvements thereto, in such form and with such company 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 Lessee's covenants to and indemnification of the Authority under this Agreement, and with the insurance company obligated to use counsel agreed upon by the Parties and competent in this area of insurance defense 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,

B. Workers Compensation Insurance as required by the laws of North Carolina; provided, however, that Lessee 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.

Lessee shall purchase and maintain throughout the Term of this Agreement the following insurance:

Exhibit E
Insurance Requirements
Page 2 of 2

Minimum Limits of Insurance

Lessee, or any party the Lessee 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:**
 - (i) \$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. **PROPERTY INSURANCE:** Insurance against loss of or damage to all buildings, improvements, equipment, and fixtures on the Premises resulting from fire, lightning, vandalism, malicious mischief, those risks ordinarily defined as "all risk coverage." Such property insurance shall be in amount equal to the full replacement cost of said buildings, improvements, equipment, and fixtures, including all required code upgrades.

5. **BUSINESS INTERRUPTION INSURANCE:** Insurance equal to 100% of the rental requirements herein stated, including fixed rents and percentage rents, which shall be based on an annual average computed on the most recent twelve-month period.

6. **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

7. **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;

8. **POLLUTION LIABILITY/ENVIRONMENTAL IMPAIRMENT:**
 - (i) \$1,000,000 per occurrence.

Exhibit F Project Design

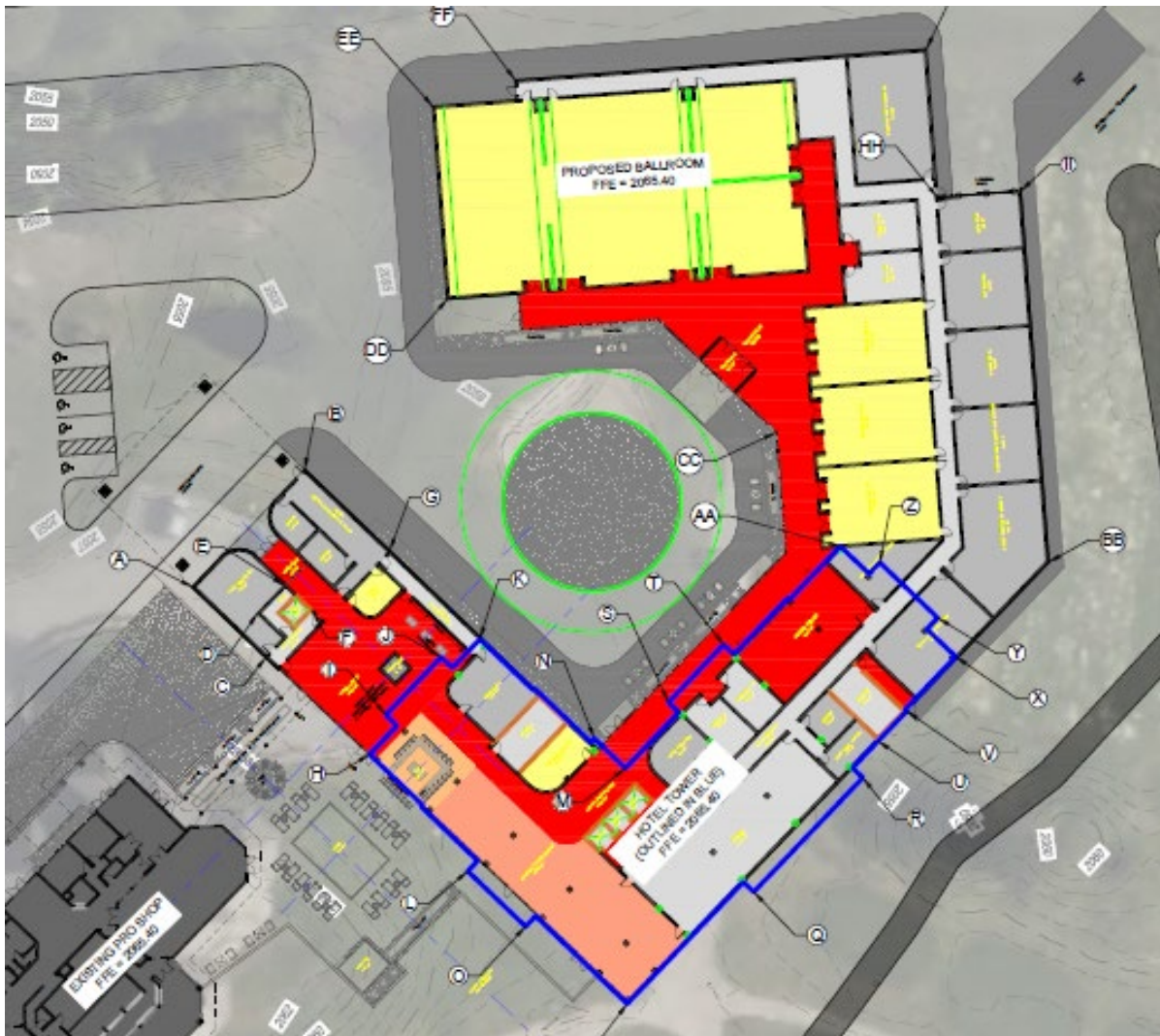


Exhibit G
MARRIOTT FRANCHISE AGREEMENT



GOLF COURSE LEASE AND AGREEMENT

BETWEEN

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AND

DREAMCATCHER BROADMOOR, LLC

Lease Effective Date: _____

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GOLF COURSE LEASE AND AGREEMENT

This Golf Course Lease and Agreement (“Lease”) is made and entered into 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 owner and operator of the Asheville Regional Airport (“Airport”), and DreamCatcher Broadmoor, LLC (“Lessee”), a Tennessee limited liability company, authorized to do business in North Carolina. Authority and Lessee are referred to herein as the Parties and individually as a Party. This Lease is effective when signed by Authority (“Lease Effective Date”).

RECITALS

A. WHEREAS, the Authority owns approximately 189 acres of real property known as the Broadmoor Links Golf Course located at 101 French Broad Lane, Fletcher, North Carolina, 28732 (“Course”). Within the Course is approximately 45 acres that will be redeveloped by the Authority or its designee (“Redevelopment Parcel(s)"). The Course, Redevelopment Parcel(s) are collectively hereinafter referred to as (“Premises”) and are graphically depicted on **Exhibit A** attached hereto and made a part hereof.

B. WHEREAS, on August 1, 2020 Authority and Lessee, entered into that certain Property Management and Operational Agreement authorizing Lessee to manage the Premises and all of the amenities including an 18-hole golf course, clubhouse, driving range, restaurant, pro-shop and full liquor bar for the Authority; and,

C. WHEREAS, on August 14, 2021, Authority and Lessee entered into a Ground Lease and Agreement for management and operation of the 18-hole Broadmoor Links Golf Course and its amenities, and to develop, maintain, and operate a AAA Rated 4-Diamond designation hotel; and,

D. WHEREAS, the parties desire to separate the hotel development from the management and operation of the 18-hole golf course; and,

E. WHEREAS, the parties desire to terminate the Ground Lease and Agreement entered into on August 14, 2021 upon the Effective Date and replace two separate agreements in its stead; and,

F. WHEREAS, the Parties desire to enter into a Golf Course Lease and Agreement whereby the Lessee will renovate the 18-hole golf course, clubhouse and maintenance building and maintain the Course in accordance with the terms of this Lease (“Project”).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

AGREEMENT

ARTICLE 1 - DEFINITIONS

Definitions. As used in this Lease, the following words and terms have the following meanings:

1.1. *43.18 Acre Parcel* means that parcel containing 43.18 acres, more or less, and identified as Tax Parcel Number 9642-76-0772 and described in Record Book 3139 at Page 98, Henderson County, NC Registry and described in Article 3.

1.2. *A/E* means a licensed contractor, engineer, or architect, and who is licensed to do business in the State of North Carolina.

1.3. *ACDBE* means the Airport Concession Disadvantaged Business Enterprise.

1.4. *Agreement or Lease* means this Golf Course Lease and Agreement between the Authority and the Lessee dated as of the Effective Date and containing the terms and conditions for the operation of the golf course.

1.5. *Authority* is the Greater Asheville Regional Airport Authority.

1.6. *Casualty* means substantial damage or destruction of structural components of the Lessee Improvements on the Premises as described in Article 22.7.

1.7. *Course* means 189 acres of real property known as the Broadmoor Links Golf Course located at 101 French Broad Lane, Fletcher, North Carolina, 28732, that will remain open to the public and accessible to the community.

1.8. *Commencement Date* or *Effective Date* means the date signed by the Authority.

1.9. *Condition Assessment Report* means a report of the useful life remaining of the structures and systems of the Lessee Improvements and opinion of repairs, replacements, or refurbishments recommended to maintain the operationally useful state and condition of the Premises as defined and required by Article 10.

1.10. *Construction Completion Date* means the date of completion of the Project as defined in Article 14.1.

1.11. *Course Fixed Fee* shall be that portion of Rent defined in Article 5.1.1.

1.12. *Delinquency Charge* shall mean the delinquency interest charge for late or failure to pay Rent as described in Article 5.3.1.

1.13. *Encumbrance* means any lien, cloud, charge, or encumbrance as described in Article 21.

1.14. *Environmental Laws* is as defined in Article 11.4.1.1

1.15. *Exit Audit* means the environmental audit of the Premises as required by Article 11.2.

1.16. *Golf Course Records* means the books, records, and accounts of all financial transactions in the operation of all business activities on the Premises as set forth in Article 6.1.1.

1.17. *Golf Course* means the business known as the "Broadmoor Links" golf course located at 101 French Broad Lane, Fletcher, Henderson County, North Carolina, 28732 as described in Article 3.1.

1.18. *Gross Receipts* means all amounts received, billed, delivered and/or realized by the Lessee, reduced only by uncollected debt after a minimum ninety (90) days good faith effort to collect and by providing Authority with documentation of Lessee's efforts to collect the debt, whether by cash, credit or otherwise received from customers and clients of Lessee and any affiliate or subsidiary companies, concessionaires, licensees, permittees, or sublessees conducting any business from or upon the Premises related to Lessee's businesses, including but not limited to food and beverages, telecommunication, functions and special events, meeting room rental, all other services ancillary thereto as authorized by this Agreement. All revenue is included in the definition of Gross Receipts unless specifically excluded as provided below. In determining whether an amount is or is not Gross Receipts the burden of proof is on the Lessee and all exclusions below will be construed narrowly and adjusted by the deduction of the following, provided that separate records are maintained for such deductions:

1.18.1. Proceeds from the sale of capital assets or expendables as defined by generally accepted accounting principles;

1.18.2. Credits and refunds to customers for items purchased on the Premises;

1.18.3. Receipts from the sale or trade-in value of any equipment or materials not constituting an item inventoried by Lessee for sale to the public or used on the Premises by the Lessee.

1.18.4. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other locations of business of Lessee, where such exchange

or transfer is not made for the purpose of avoiding inclusion of a transaction which would otherwise be made from or at the Premises.

1.18.5. Receipts in the form of rebates, refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers, or manufacturers.

1.18.6. Taxes – Any fee or other charge levied by federal, state, county or municipal government that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

1.19. *Hazardous Materials* is as defined in Article 11.4.1.2.

1.20. *Hole #10* means hole number 10 of the existing Golf Course as described in Article 3.1.1.

1.21. *Institutional Lender* means any savings bank, bank or trust company, savings, and loan association, provided the Institutional Lender is organized under federal or state law, or a real estate investment trust as defined in Section 856 of the Internal Revenue Code of 1986 (26 U.S.C. § 856(a)).

1.22. *Insurance Requirements* are the insurance requirements for the Premises as defined in Article 8.1 and set forth in Exhibit D.

1.23. *Lease Books and Records* means books, records, and accounts of all transactions pertaining to this Lease and as described in Article 6.1.1.

1.24. *Lease Effective Date or Effective Date* means the date signed by the Lessee and then accepted and signed by the Authority.

1.25. *Lessee Improvement and/or Lessee Improvements* means any building(s), structure(s), alteration(s), landscaping, pipes, conduit(s), infrastructure, and/or fixture(s) that Lessee constructs or installs on the Premises pursuant to the provisions of this Lease, and includes all subsequent Lessee Improvements, modifications, and additions that Lessee makes to any Lessee Improvement.

1.26. *Lease Term Commencement Date* shall be the Effective Date.

1.27. *Lease Year* means July 1 through June 30, of each year.

1.28. *Lessee* is DreamCatcher Broadmoor, LLC.

1.29. *LOC* is the irrevocable letter of credit which can be used as a Security Deposit pursuant to Article 5.4.

1.30. *Permitted Mortgage* means any mortgage, deed of trust, and other security interest held by an Institutional Lender or private lender that constitutes a lien on the Lessee's Improvements that complies with Article 24 (Assignment, Subletting, Mortgage).

1.31. *Permitted Uses* means those certain uses and restrictions for use of the Premises as set forth in Article 4.

1.32. *Phase I Assessment* means the environmental assessment of the Premises as described in Article 11.1.

1.33. *Plans* – means the plans and specifications for the Project as described in Article 14.2.

1.34. *Premises shall mean* the Course, and Redevelopment Parcel(s) are collectively hereinafter referred to as (“Premises”).

1.35. *Project* means the renovation, development, financing, and construction of a 18-hole golf course, club house, golf cart storage, and maintenance building that meets federal requirements for compatible land uses.

1.36. *Range* means the driving range of the Golf Course as described in Article 3.1.1.

1.37. *Redevelopment Parcel* means approximately 45 acres within the 189 acres of the Course that will be redeveloped by the Authority or its designee (“Redevelopment Parcel(s)”).

1.38. *Release* is as defined in Article 11.4.1.3.

1.39. *Rent* shall be as set forth in Article 5.1.

1.40. *Rent Commencement Date for Golf Course* shall be the Lease Effective Date.

1.41. *Security Deposit* means the amount delivered to Authority as a security deposit for this Lease as described in Article 5.4.

1.42. *Sublease* means a written agreement by which Lessee gives a person or entity a right to use or occupy the Premises or a part thereof. *Sublease* includes a permit, license, or concession.

1.43. *Term* means the term of this Lease as defined in Article 2.

1.44. *Transfer* or *Transfers* means the sale, assignment, pledge, transfer, mortgage, or sublease of any interest in this Lease or right of use of any portion of the Premises to any third party by Lessee by any means as set forth in Article 24.1.

ARTICLE 2 - TERM

2.1 Term. The term of this Lease is fifty years ("Term"). The Term shall begin on the Lease Commencement Date and expire at 12:00 midnight fifty years later, unless sooner terminated pursuant to the provisions of this Lease.

2.2 Option Term. There are no option terms.

2.3 Holdover. If Tenant continues to occupy the Premises after the expiration or earlier termination of this Lease with Authority's written approval, then Tenant shall occupy the Premises as a licensee under a license based on the same provisions as this Lease. Tenant shall pay a license fee to Authority on the first day of each month of the holdover period in the same amount as Rent and any additional payments when this Lease expired or was terminated. The term of the holdover license shall not exceed nine months.

2.4 Holdover Rent. If Tenant continues to occupy the Premises after the expiration or earlier termination of this Lease without Authority's prior written approval, then Tenant's occupancy shall be deemed at sufferance and Tenant shall pay an occupancy fee equal to 200% of the then monthly Rent and additional payments, but in no event less than the Rent and additional payments in effect when this Lease expired or was terminated. The occupancy fee shall be paid to Authority on the first day of each month during the holdover period. Tenant is bound by and shall comply with all other provisions of this Lease while in possession of the Premises or any part thereof.

2.4.1 Nothing shall be construed, however, to give any right of holdover and Authority may exercise any all remedies of the law or in equity to recover possession of the Premises identified in the Agreement, together with any damages incurred by Authority.

ARTICLE 3 - PREMISES

3.1 Premises. Authority hereby leases to Lessee and Lessee hereby leases from Authority improved land defined herein as the Course, consisting of approximately 189 acres, located at 101 French Broad Lane, Fletcher, Henderson County, North Carolina, 28732, presently consisting of the business known as the "Broadmoor Links" golf course (herein the "Golf Course"), identified as Tax Parcel Number 9642-75-2558 and described in Record Book 3535 at Page 606, Henderson County, NC Registry, and including any improvement thereon or that are constructed thereon. Within the Course is the Redevelopment Parcels A and B. The Authority also owns an adjoining parcel containing 43.15 acres, more or less, and identified as Tax Parcel Number 9642-76-0772 and described in Record Book 3139 at Page 98, Henderson County, NC Registry ("43.15 Acre Parcel"), which contains certain improvements and roads benefitting the Golf Course and also a light lane of the Authority as used and required for the Airport, which 43.18 Acre Parcel is a Runway Protection Zone under FAA guidelines and regulations. The Course and Redevelopment Parcels are collectively hereinafter referred to as ("Premises"). The Premises and the 43.18 Acre Parcel are graphically depicted on **Exhibit A**, attached hereto and made a part hereof.

3.1.1 Notwithstanding the foregoing, the Authority expressly reserves and preserves, at any time during the Term, the sole right, but not obligation, to remove approximately forty-five (± 45) acres, more or less, within the Redevelopment Parcel(s) from the Premises and this Lease ("Reserve Parcel(s)"), and the exact size and location of the said Reserve Parcel shall be in the Authority's sole discretion. The Reserve Parcel(s) shall be confirmed by recordation of a survey of the Reserve Parcel(s) with the Henderson County, NC Registry, and upon delivery of written notice to Lessee, the Premises herein shall be automatically amended to exclude the Reserve Parcel(s), but Rent shall not be abated, reduced, changed, or offset from Lessee. The Authority and Lessee acknowledge the driving range ("Range") of the existing Golf Course is located within the Redevelopment Parcel A. Thus, in the event the driving Range is located within the Reserve Parcel selected by the Authority for redevelopment, the Authority shall provide one-hundred twenty (120) days advance written notification to Lessee of the intent to remove the driving Range from the Reserve Parcel, and there shall be a reduction of the Course Fixed Fee based on an equitable percentage of the driving Range revenues averaged over the previous five-year period unless the Range is relocated to continue operations or unless the gross revenues generated on the golf course and driving range combined exceed the course fixed fee paid to the Authority by 40 percent (40%) over a twelve month period July 1 through June 30 of the previous year prior to Authority providing notification to remove the driving Range from the Lease. The Authority agrees to assist and work with Lessee to coordinate relocation of the driving Range to a location on the Course and outside of the Reserve Parcel(s), but in no event shall the Authority bear any costs or have any obligation for the relocation of the driving Range. In the event the Lessee redesigns golf hole #10 from its existing layout and the land remaining from the redesign of golf hole #10 can be incorporated into the Redevelopment Parcel A, Lessee will notify the Authority and the area for Redevelopment Parcel A will be amended and Lessee shall not have any rights to the land for Redevelopment Parcel A.

3.1.2 Additional Land. The Authority hereby further expressly reserves and Lessee hereby agrees and accepts the Premises subject to, the right of the Authority to secure any additional land and/or access, utility or other development easements of and/or over the Premises that may be necessary in the Authority's discretion to create, use and/or develop the Reserve Parcel within the Redevelopment Parcel. Lessee hereby consents and agrees to these easements, and the Authority will provide notification to Lessee of the easements to create legally accessible parcels of land for the Reserve Parcel. Authority shall pay for any damage and cost of repair to the road way and right-of-way that occurs as a result of the Authority's construction. The Parties will coordinate access to the businesses throughout the construction process.

3.1.3 Existing Furnishings and Equipment. The Authority granted to the Lessee all of the Authority-owned furnishings and equipment in the restaurant and on the Premises as described in the inventory list as **Exhibit B**, attached hereto and by this reference made a part hereof. Due to the event of Hurricane Helene

all equipment and furnishings were 100 percent destroyed, therefore, the Lessee is repairing and replacing all equipment and within 90 days of final completion and replacement, the Lessee will provide a new inventory list which shall replace **Exhibit B** and become **Exhibit B-1** to the Agreement with written notification from Authority to Lessee and **Exhibit B-1** will be updated and attached hereto and made a part hereof.

3.2 43.15 Acre Parcel. The Course is conveyed unto Lessee together with a non-exclusive easement for use and maintenance of the existing improvements benefiting the Golf Course and located upon the 43.15 Acre Parcel, including a portion of the existing parking lot west of the club house and the rights of ways of French Broad Lane leading to and from the public right of way of Boylston Highway (NC280) and Hunter Airport Drive leading in an eastern and western direction upon the 43.15 Acre Parcel, together access to and from the same for the reasonable use and maintenance thereof. As to the 43.15 Acre Parcel, Lessee shall maintain all improvements located therein in good repair and condition, shall maintain all roads and rights of ways in good and stable conditions with adequate drainage, and shall maintain the landscaping and grounds of the 43.15 Acre Parcel as the same currently exists. Lessee shall have no right to add, modify, change and/or upgrade any improvement located upon or landscaping of the 43.15 Acre Parcel without the prior written approval of the Authority. The Authority is not required to furnish any services or facilities to Lessee for the 43.15 Acre Parcel, but reserves the right, but no obligation, to make any additions, repairs or alterations to the 43.15 Acre Parcel as the Authority deems necessary or appropriate for its use and ownership. In the event any additions, repairs or alterations completed by the Authority causes any damage, destruction and/or disrepair of the existing road right of ways in the 43.15 Acre Parcel, and the same is in no way caused by any action of Lessee, then the Authority, in its election shall repair any damages to the right of way to substantially the same condition as existed prior to the Authority's construction and/or construct and install a new right of way to reasonably replace and supplement the said destructed or damaged right of way.

3.3 Condition of Premises and Absence of Warranties. Lessee acknowledges and affirms by execution hereof that it has had the opportunity to conduct a full and complete examination of the environmental and other conditions of the Premises and the title thereto and has knowledge of its present uses and non-uses. Lessee accepts the Premises in an AS IS, WHERE IS condition that existed on the August 14, 2021, and without any representation or warranty, express or implied, in fact or by law, by Authority to the title, nature, condition, or usability of the Premises or the uses to which the Premises or any part thereof may be put, and without recourse to Authority as to the title, nature, geology, condition, or usability of the Premises. Authority is not required to furnish any services or facilities or to make any repairs or alterations to the Premises or to provide any off-site improvements, such as utilities or paving or other forms of access to the Premises, other than what may already exist on the Effective Date or agreed upon within the Lease. and if applicable herein. Lessee assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including the performance of all burdens running with the land. Lessee, at its expense, shall furnish custodial, janitorial, trash service, cleaning service, and any other services required to operate the golf course on the Premises.

Lessee agrees that the rules and regulations of the Federal Aviation Administration (FAA) apply to this Lease and the Premises.

ARTICLE 4 - PERMITTED USES

4.1 Permitted Uses. Regardless of the uses that might otherwise be allowed pursuant to the zoning classification or other ordinances that may be applicable to the Premises during the Term, the Premises may only be used for the operation of an 18-hole public golf course, driving range, clubhouse with golf course bar related food and beverages and for no other use or purpose whatsoever without Authority's prior written approval which may be granted or denied in its sole discretion ("Permitted Uses").

4.2 The Premises and Lessee Improvements may be used only for conducting the Permitted Uses and any individual portion of the Premises or Improvements may be used only for the purposes for which they were designed. Except as provided in this Section or elsewhere in this Lease, the Premises or Lessee Improvements may be used for no other use without the Authority's prior written consent, which the Authority may withhold or condition in its sole discretion.

4.3 General Limits on Use

4.3.1 Lessee shall not use or conduct any activity on the Premises that (i) is prohibited by any applicable governmental requirement, including but not limited to zoning ordinances, and/or FAA regulations, (ii) violates any provision of this Lease or any other agreement between Authority and Lessee, or (iii) constitutes a nuisance or is hazardous, unsanitary, noxious, offensive, or objectionable on account of any noise, odor, dust, visual effect, or other physical impact (such as vibrations, electro-mechanical or electro-magnetic disturbances, radiation, or other harmful or toxic emissions) located on or emanating from the Premises. Authority may adopt and amend specific guidelines of general and prospective application pertaining to noise or odor disturbances, hazardous substances or activities, nuisances, and other matters within the scope of this Article, which guidelines shall constitute a part of this Lease as if fully set forth herein and are incorporated herein by this reference.

4.3.2 Lessee shall not store on the Premises motor vehicles, equipment, materials, or containers, unless used in conjunction with the Permitted Uses, nor shall Lessee store any equipment or materials of any kind on the Premises which to the general public is unsightly or inconsistent with the Authority's objective to maintain the Premises and Improvements in a neat and orderly condition.

4.3.3 Without limiting the generality of any other provision of this Lease, and without the Authority's written consent, which consent shall not be unreasonably withheld, delayed or conditioned, and except as described in the Permitted Uses, Lessee shall not use the Premises or Improvements: (a) to provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, except as expressly allowed as the Permitted

Uses defined herein; (b) to operate any motor vehicle rental business, public parking for hire, or facilities for the preparation, storage or distribution of merchandise for sale or consumption aboard aircraft, (c) for parking for passengers or customers of the Airport (other than parking for Lessee's customers, employees and invitees while at the Premises), (d) for the installation or operation of any antennae, satellite dish or other system for third party transmission, reception or relay of voice or data communications, except for standard telephone, telex or fax machines; or (e) use any portion of the Premises for fueling activities, except as allowed by the Permitted Uses; (f) residential use, camping, mobile home sales; (g) use any portion of the Premises for an adult or sexually-oriented businesses of any kind whatsoever including escort bureaus, adult bookstores, retailers of sexually-oriented merchandise, adult motion picture theaters or cabarets, arcades, nude model studios, sexual encounter centers, adult motels, or private room dancing establishment. Lessee shall not use the Premises or any part thereof for any purpose prohibited by this Lease.

4.3.4 Lessee shall use and occupy the Premises so that Lessee does not cause any damage to the Premises and Lessee shall not commit or allow others to commit any form of legal waste or impairment of the Premises. Lessee is liable for all such damage whether caused by the wrongful, negligent, or willful act or omission of Lessee or its owners, officers, directors, managers, members, agents, employees, contractors, guests, and invitees.

4.3.5 Lessee may add other golf course recreational amenities within the Course; such as tennis courts, pickle ball courts, par three golf holes; however, the addition of any amenities will require advance written approval by Authority in its sole and absolute discretion of such additional amenities to be added. In such event that the Authority approves additional golf course related amenities, Lessee agrees that percentage of gross receipts will be required to be paid to Authority, for any amenity excluding the driving range, in an amount to be determined upon receipt of such request by Lessee along with financial proforma's for such amenities. The Parties agree that an agreement amendment will be entered into to formalize the requirements for such additional amenities and percentage rent to be paid to Authority. Any improvements for any additional amenities added to the Premises shall be pre-approved in writing by the Authority in its sole and absolute discretion. In the event the Lessee does not request and complete development of any additional recreational amenities prior to June 30, 2030, the Authority shall have the right, in its sole and absolute discretion to develop the area shown on **Exhibit "A"** described as Redevelopment Parcel B ("**Parcel B**") and any Lessee rights to Parcel B shall be null and void. If Lessee fails to develop and complete construction on Parcel B within the timeframes noted in this Agreement, Authority may, in its sole and absolute discretion, terminate those portions of the Parcel B from the Lease.

4.4 Signage. Lessee shall not install, post, or erect any sign, poster, banner, flag, or other signage on or about the Premises that is major or permanent or unsightly without Authority's prior written approval, which shall not be unreasonably withheld. A request for major or permanent signage shall be submitted to Authority in writing and

include a sample of the proposed signage. Lessee shall immediately remove all unapproved signage upon demand by Authority. If the signage is not removed upon demand, then Authority may enter the Premises and remove the signage at Lessee's expense. Lessee shall maintain all Authority approved signage in good condition at all times. Lessee agrees that no exterior signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by Authority, which approval shall not be unreasonably withheld. Lessee shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Authority property or the Reserve Property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting Lessee's right to enter into an agreement with Authority's authorized and permitted marketing, advertising, or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property. Lessee shall have no right to erect or install, or cause or consent to be erected or installed, any outdoor commercial advertising by a commercial advertising agency.

4.5 Parking Requirements. Lessee agrees that parking on the Premises shall only be permitted for itself, employees, sublessees and their employees, and individuals doing business with Lessee and/or its sublessees. Parking on the Premises for uses or activities off the Premises shall be prohibited. Lessee shall not provide passenger shuttle services or provide any type of parking services on the Premises.

4.6 Variances. Authority expressly reserves the right, but not the obligation, to grant written variances from the use restrictions contained in this Article. In reviewing any request for a variance, Authority shall consider whether the proposed variance will materially injure or prejudice any Parcel or Lessee Improvement in the Redevelopment Area or unreasonably interfere with the use and enjoyment by any other Lessee and their parcels. Lessee is responsible for complying with all governmental and other requirements pertaining thereto.

4.7 Exemption of Authority. The provisions of this Article shall not apply to any use or activity approved in writing by or conducted or undertaken by or at the direction of Authority.

ARTICLE 5 - RENT

5.1 Rent. Lessee shall pay a course fixed fee during the Term of the Lease for the Premises.

5.1.1 The "Course Fixed Fee" shall be effective and commence upon the Lease Effective Date and shall be \$148,526 annually, paid monthly in the amount of \$12,377.17. The Course Fixed Fee shall be adjusted annually on July 1, of each year either by the increase in the Consumer Price Index set according to the U.S.

Department of Labor Revised Consumer Price Index for all Urban Consumers (CPI-U) or 3%, whichever is less; however, in no event shall the Course Fixed Fee adjust down. The first adjustment shall occur on July 1, 2026.

5.2 Monthly Installments. All Rent shall be paid in 12 equal monthly installments, without notice or demand, on the first day of each month, except that if any Rent commences on a day other than the first day of the month, the first payment of Rent attributable to the newly commencing rental period shall be prorated to the end of that month.

5.3 Late Payments

5.3.1 Delinquency Charge. Rent shall bear a delinquency interest charge of 18% of the rental payment or the maximum rate of interest allowed by law, whichever is greater, ("Delinquency Charge") per annum from the date such Rents are due. The Delinquency Charge is subject to periodic change, at the Authority's sole discretion, but in no case shall such change be inconsistent with Authority policy and practice with respect to the amount of the Delinquency Charge imposed on other similar Lessees of the Authority. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to the Authority due to Lessee's failure to timely pay Rent. Authority may also draw upon the Security Deposit as outlined in this Lease for any Delinquency Charge.

5.3.2 Returned Checks. If Lessee's check for payment of Rent or any other payment due the Authority under this Lease is returned as insufficient funds for any reason, the payment shall be considered not to have been made and shall be delinquent. In addition to the Delinquency Charge, the Authority may charge Lessee a returned check fee of \$200.00 per returned check, which Lessee agrees is a reasonable fee for the additional administrative time and expense incurred by the Authority in having to deal with the returned check. The Delinquency Charge shall continue to accrue until the returned check fee is paid, the check can be cashed, and the Authority receives all funds due. Imposition of a Delinquency Charge shall not constitute a waiver of any other remedies available to the Authority due to Lessee's failure to timely pay a returned check fee.

5.3.3 Acceptance of Rent. The Authority's acceptance of a late or partial payment of Rent and/or a Delinquency Charge shall not constitute a waiver of any Event of Default nor shall it prevent the Authority from exercising any of its other rights and remedies granted to the Authority under this Lease or by law. It is hereby agreed that any endorsements or statements on checks of waiver, compromise, payment in full or any other similar restrictive endorsement shall have no legal effect. Lessee shall remain in violation of this Lease and obligated to pay all Rent due even if the Authority has accepted a partial or late payment of Rent.

5.4 Security Deposit. During the Term, the Authority shall have the right to require a Security Deposit from Lessee by providing 10 business days notification, and the amount of such security shall be based on the rental amounts due at that time, and

the last 12 month Lessee payment history. The Security shall be based on three to six months rent due the Authority based on risk assessed by the Authority. Upon notification from Authority to Lessee, Lessee shall deliver to Authority a security deposit in the form of a cashier's check or an irrevocable stand-by letter of credit made out to the Greater Asheville Regional Airport Authority in the amount determined by the Authority as stated above ("Security Deposit"). However, based upon Lessee's payment history and is in good standing within the first 12 months from the Lease Effective Date, Authority may reduce the Security Deposit at its discretion. The Security Deposit shall continuously be maintained throughout the Term of this Agreement. If the Security Deposit is in the form of an irrevocable letter of credit ("LOC"), then the LOC shall be issued by a local financial institution in the Asheville, NC metropolitan area, and the Authority must be able to draw upon the LOC at any of the financial institution's counters in the Asheville metropolitan area. Unless the Authority receives a written extension of such LOC in a form acceptable to Authority at least sixty calendar days before the end of the term of the LOC, the Authority, without notice to Lessee, may draw upon the full amount of the LOC, and retain all proceeds as a cash Security Deposit.

5.4.1 Adjustment to Security Deposit. Authority may increase the amount of the Security Deposit from time to time so that it is equal to or greater than three (3) months' Rent then in effect. Authority may increase the amount of the security guarantee by giving Lessee at least sixty calendar days' prior notice of the amount of the increase. The amount of the Security Deposit may be increased for any reason Authority deems appropriate, including (A) an increase of Lessee's financial obligations under this Lease, (B) Lessee's failure to pay any Rent, Additional Payment, or any other amount when due, and/or (C) if, in the Authority's own discretion, the Lessee's financial condition changes to the extent that Authority is concerned about Lessee's ability to perform under this Lease. Lessee shall pay to Authority the additional amount necessary to increase the Security Deposit upon notice from Authority or shall provide written verification to the Authority of a corresponding increase in any LOC issued as security deposit

5.4.2 Duty to Restore Security Deposit. The Security Deposit insures the full and timely performance by Lessee of all its obligations under this Lease and is security for payment by Lessee of all claims by Authority. Authority may draw on or make a claim against the Security Deposit if Lessee defaults, breaches or fails to perform under this Lease. If Authority draws on or makes a claim against the Security Deposit pursuant to the terms hereof, then Lessee, upon demand from Authority, shall replenish the Security Deposit to its previous amount within thirty calendar days of Authority's written notice to Lessee of the draw or claim.

5.4.3 Refund of Security Deposit. After the expiration or earlier termination of this Lease, Authority shall refund the Security Deposit to Lessee less any Rent, Additional Payments, and any other amount due to Authority. Authority will not pay interest to Lessee on the security deposit, but the Security Deposit may be held in any interest-bearing account for the benefit of the Authority.

5.5 Triple Net Lease. Authority and Lessee agree that Rent shall be absolutely net to Authority so that this Lease shall yield to Authority the Rent each Year during the

Term free of any taxes, charges, assessments, Additional Payments, or deductions of any kind charged, assessed, or imposed on or against the Premises and without abatement, deduction or set-off by Lessee, except as specifically provided in this Lease, and Authority shall not pay any such charge, assessment, or Additional Payment or be under any obligation or liability hereunder, except as otherwise expressly provided in this Lease. All costs, expenses, and obligations of any kind relating to the maintenance and operation of the Premises, including all construction, alterations, repairs, reconstruction, and replacements, which may arise or become due during the Term shall be paid by Lessee and Authority shall be indemnified and saved harmless by Lessee from and against all such costs, expenses, and obligations.

5.6 Gross Receipts Reports.

5.6.2 Monthly Reports. Beginning on the Effective Date, Lessee shall, within twenty calendar days after the close of each month, deliver to Authority a detailed statement of Gross Receipts and any deduction as defined from Gross Receipts for the preceding month prepared in accordance with generally accepted accounting principles ("GAAP") and certified by a financial officer of Lessee. The Gross Receipts report must show the data and breakdown for Lessee and Lessee's subtenants, including an itemized list identifying all Gross Receipts and any other type of reporting required by Authority. A sample report is attached as **Exhibit C**. Authority may require changes to the format of these reports at any time.

5.6.3 Annual Reports, Annual Audited Statement of Gross Receipts. Beginning upon the Effective Date Lessee shall deliver to Authority within ninety (90) days of the end of each Lease Year, during the term of this Agreement, a "Schedule of Gross Receipts" for the operations as defined in Section 1.19, for the previous Lease Year, prepared in accordance with generally accepted accounting principles, accompanied either by an opinion of an independent Certified Public Accountant, a certification of Lessee's Chief Financial Officer, or a certification by an independent Certified Public Accountant on behalf of Lessee. Opinions issued by an independent Certified Public Accountant shall be issued in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA. Certifications provided either by Lessee's Chief Financial Officer or by an independent Certified Public Accountant on behalf of Lessee shall be in such form and content as is acceptable by the Authority. Said statement shall set forth the calculation of Gross Receipts, This requirement applies to prorated Lease Years at the start and end of the Lease Term. The purpose of the annual statement is to report the Gross Receipts information in accordance with FAA regulations. The annual Gross Receipts report shall be sent to the Authority annually for the period September 1, through October 31, broken out monthly and submitted to the Authority prior to December 31, of each year.

5.6.4 Late Statements and Reports. If Lessee is delinquent for ten or more calendar days in furnishing Authority with any monthly or annual statement

or other report required under this Lease, then Lessee shall pay \$200 per late statement or report to Authority as damages for the additional administrative costs incurred by Authority in processing and reviewing delinquent statements or report. The Parties agree this is a fair and reasonable estimate of Authority's costs incurred in processing a delinquent monthly statement or report.

5.7 Additional Payments. Lessee may be subject to such other fees and costs as are now or hereinafter imposed by the Authority; however, such fees or charges shall be applied uniformly on all similarly situated users by the Authority.

ARTICLE 6 - RECORDS

6.1 Records.

6.1.1 Lessee shall maintain, at all times, during the term of this Lease, keep or cause to be kept and maintained in accordance with GAAP true and complete books, records, and accounts of all financial transactions in the operation of all business activities on the Premises.. Lessee shall keep the accounting for this Lease separate from the accounting of any and all other businesses operated by Lessee ("Lease Books and Records").

6.1.2 The Lease Books and Records and accounts shall include detailed analyses listing all of Lessee's transactions from operations at the Premises in the form of printed, written, or electronic media. Lessee shall provide such Lease Books and Records within twenty calendar days written notice request by the Authority to Lessee, throughout the Lease Term. Lease Books and Records shall include, but shall not be limited to, all original accounting source documents detailing transactions relevant to this Lease, including but not limited to, original rental contracts, operating/financial statements, a complete (cumulative) general ledger, monthly sales journals detailing each transaction for the month, reconciliations between the financial records and monthly reports submitted to Authority, bank statements applicable to the operations of Premises and related reports on internal controls (including management representation letters), electronic media documenting accounting records, and other sales-related documents. Said Lease Books and Records and accounts shall also include documentation of all exclusions from Gross Receipts claimed by Lessee, and documentation of said records supporting reductions to Gross Receipts authorized pursuant to Article 1.18 of this Lease.

6.1.3 Lessee shall cause to be installed and shall at all times use, such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms as are reasonably necessary to record properly, accurately and completely all sales and transactions related to Lessee's Gross Receipts.

6.1.4 In those situations where Lessee's records have been generated from computerized data, Lessee shall provide Authority with extracts of data files in a computer readable format on data disks, E-mail with attached files, or suitable alternative computer data exchange formats as requested by Authority.

6.1.5 Each record and item of information required hereunder shall be maintained for a period of at least three (3) years from the date of creation and for such extended period as Authority requires in the event that there is an audit or litigation pending, and three years following termination of the Lease.

6.2 Authority Right to Audit Lessee's Records. Authority shall have the right, at the Authority's expense, to audit or authorize audits of Lessee's books, records, and accounts relevant to its operations of the Golf Course.

6.2.1 Lessee shall provide the name and telephone number of Lessee's accounting manager who has a thorough knowledge of the accounting system as it pertains to this Lease and who will assist Authority with its audit. Lessee will also allow interviews of present and past employees who were involved in the financial or operational activities of Lessee as part of any audit. In the event the Authority determines the need to contact past employees, in their sole discretion, Lessee will cooperate and allow access to past financial personnel.

6.2.2 Lessee agrees to provide appropriate workspace to Authority to conduct the audit and free access to office and equipment needed to conduct the audit. Lessee will also make the original Golf Course Records and Lease Books and Records available within fifteen working days from the date of request by Authority or Authority's representative and will freely lend its own assistance in conducting the audit. If Authority has authorized Lessee to keep any such books and records outside the Premises or outside Buncombe County and Henderson County, North Carolina, and the same cannot be provided and made available locally, Lessee agrees to reimburse Authority for expenses incurred in sending representatives to wherever such books and records are maintained. Such expense will include transportation, lodging, food, and other out-of-pocket expenses resulting from the necessity to leave Buncombe County or Henderson County.

6.2.3 Lessee's duty to maintain books and records and Authority's rights under this Lease to inspect and audit the books and records of Lessee shall survive the expiration or earlier termination of this Lease.

6.3 Confidentiality. All Golf Course Lease Books and Records, audits and other records provided in this Article 6 are to be held in confidence and not disclosed by the Authority without the prior written approval of the Lessee, unless required by law; however, this shall expressly not include disclosure to the Authority's attorneys, officers, accountants and other professionals engaged by the Authority to assist with this Lease.

ARTICLE 7 - PERFORMANCE STANDARDS

7.1 Operational Standards. Following completion of the design of the club house and golf holes, the Golf Course will continue to remain open and accessible to the public, provided; however, Lessee may temporarily close some or all of the course for

conducting necessary repairs and/or maintenance. Lessee will use its reasonable judgement to make such repairs during non-peak periods.

ARTICLE 8 - INSURANCE

8.1 Lessee Obligation to Insure. Lessee, at its expense, shall procure and maintain for the Term of this Lease insurance against claims for injuries to persons and/or damage to property that may arise from or in connection with this Lease or activities on the Premises by Lessee or its agents, employees, representatives, contractors, licensees, or invitees according to the "Insurance Requirements" set forth in **Exhibit D** attached hereto and made a part hereof. Lessee shall provide the Authority with copies of all insurance certificates and renewals, together with evidence of payment of premiums therefor.

8.2. Risk of Loss. Authority is not required to carry any insurance covering or affecting the Premises. Lessee assumes the risk of any loss, damage, or claims throughout the Term and the Authority must be named as an additional insured as described on **Exhibit D**.

8.3 Failure to Maintain Insurance. If Lessee fails or refuses to provide a copy of the renewal insurance certificates, together with evidence of payment of premiums therefor, in compliance with the Insurance Requirements attached as **Exhibit D**, or Lessee otherwise fails or refuses to procure or maintain insurance as required by this Lease, then Authority may, at Authority's election and, subject to notice to the Lessee, procure and maintain such insurance and the same shall be due from Lessee as Additional Payments. The premiums paid by Authority shall be due and payable from Lessee to Authority on the first day of the month following the date on which the premiums were paid. Authority shall give Lessee notice of the payment of the premiums and state the amounts paid and the names of the insurer(s) and insured(s). The lapse and/or cancellation of any insurance policy required under this Lease, whether in whole or in part, is an event of breach, which cannot be cured unless Lessee obtains a new or renewed policy that specifically provides the required coverage to Authority for any liability arising during the lapsed or uncovered period within two calendar days of the lapse or cancellation. In the event the required insurance listed on **Exhibit D** is not able to be obtained by the Lessee due to no coverage being provided by an insurance agency or broker, the Lessee shall notify the Authority within ten (10) business days of such notification of no coverage limitations and the Parties shall meet and discuss the remedies to cure. In the event the insurance premiums for the coverages listed on **Exhibit D** are cost prohibitive to carry such insurance coverage, the Lessee shall notify the Authority in writing and provide specific documentation of the increased insurance costs prior to insurance expiration or lapse in policy. The Authority shall review the information provided by Lessee and may in its sole discretion elect to procure and maintain insurance and same shall be due from Lessee as Additional Payments.

8.4 Increases in Coverage. Authority may increase the amount of insurance coverage and/or change these Insurance Requirements by the Authority Board policies, to be consistent with other similar ground leases and shall do so by giving Lessee at least sixty calendar days prior notice of the increase or change.

ARTICLE 9 - TERMINATION AND SURRENDER

9.1 Personal Property. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly leave, surrender, and yield up to Authority the Premises in a broom-clean condition and free of occupants. Lessee shall repair all damage to the Premises caused by or resulting from the removal of any trade fixture or other personal property, normal wear and tear excepted. Any personal property left on the Premises after the expiration or termination of this Lease shall be deemed abandoned property and title shall automatically be conveyed to Authority. Authority may retain the property or dispose of it in any manner Authority sees fit. If any such property, or any part thereof, is sold, then Authority shall receive and retain the proceeds of the sale free of any claim or interest by Lessee or any other person. Lessee shall pay to the Authority any and all costs incurred to remove the abandoned property and to repair all damages caused thereby.

9.2 Title to Improvements. As set forth in Article 14.7.2 hereof, at the Authority's sole option and election, any Lessee Improvement erected or installed by Lessee after the Effective Date shall become the property of the Authority upon expiration or earlier termination of this Lease without the requirement of any deed, conveyance, or bill of sale. However, if Authority requires any document to confirm its ownership of the Lessee Improvements, then Lessee shall execute, acknowledge, and deliver the required documents in a form acceptable to Authority. Notwithstanding the foregoing, the Authority reserves the right to require Lessee to remove any Lessee Improvement from the Premises upon the expiration or earlier termination of this Lease.

9.3 Removal and Demolition of Improvements. Lessee shall not remove or demolish, in whole or in part, any Improvements on the Premises that do not remain Lessee's property upon the expiration or earlier termination of this Lease, without the prior written approval of the Authority which may, at its discretion, condition such approval upon the obligation of Lessee to replace the same by an improvement of at least equal value and utility.

9.4 Dangerous Conditions. Within thirty calendar days after the expiration or earlier termination of this Lease, Lessee shall correct any dangerous or unsafe condition on the Premises caused by intentional or unintentional act or omission of Lessee, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees. After the Term or any earlier termination of this Lease, Lessee may only enter the Premises with Authority's prior written approval and only to the extent necessary to correct and/or remove the dangerous or unsafe condition and for no other purpose whatsoever

9.5 Survival of Provisions. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 10 – PROPERTY ASSESSMENT

Property Assessment. Lessee agrees to restore the 18-hole, golf course, clubhouse, driving range, and maintenance facility to its original condition within eighteen (18) months from the Effective Date. Prior to January 1, 2063 but no later than July 1, 2063, the Lessee shall provide the Authority a “Condition Property Assessment Report” of the leased Premises and Improvements thereon, prepared by either a licensed contractor, engineer, or architect, and who is licensed to do business in the State of North Carolina (“A/E”). This Condition Assessment Report shall address the current condition, the contractor’s or A/E’s professional opinion of the useful life remaining of the structures and systems of Lessee Improvements, and the contractor’s or A/E’s professional opinion of repairs, replacements, or refurbishments recommended to maintain the operationally useful state and condition of the Premises. The Condition Assessment Report shall primarily focus on major structural systems and components of the Lessee Improvements, including but not limited to: pavements, utilities, building structures, roofs, and heating/ventilation/air conditioning (HVAC), plumbing, irrigation systems, and electrical systems. The Condition Assessment Report shall be updated one year prior to termination of the Lease, and the Parties shall meet to discuss and agree upon the time period of any items required to be repaired or replaced by the Lessee based on the Condition Assessment Report.

ARTICLE 11 - ENVIRONMENTAL

11.1 Environmental Assessment. In June 2020, the Authority completed a Phase I Environmental Site Assessment completed by ECS Southeast LLP on the Premises (“Phase I Assessment”). The Phase I Assessment was prepared in accordance with federal regulations and the standards of the American Society of Testing and Materials (ASTM) E1527-13, Standard Practice for Environmental Assessments. Notwithstanding anything to the contrary in the Environmental Site Assessment, the Parties are relying on it and agree that it represents the baseline for the environmental condition of the Premises on the Effective Date of this Lease and Lessee acknowledges receipt of this report. The Environmental Site Assessment is incorporated herein by this reference.

11.2 Environmental Exit Audit. Within 180 days prior to expiration or earlier termination of this Lease, the Lessee, shall conduct and pay for an environmental audit of the Premises, in accordance with federal regulations and the standards of the American Society of Testing and Materials (ASTM) E1527-13, Standard Practice for Environmental Assessments, (“Exit Audit”) to determine: (a) the environmental condition of the Premises; (b) whether any Hazardous Materials Release has occurred during the Term of this Lease on or about the Premises; and; (c) whether there is evidence of any violation of applicable Environmental Law or the environmental provisions of this Lease. The scope of the Exit Audit may be more extensive than that of the Initial Audit, if the Authority has reason to believe that there has been a Hazardous Materials Release or a violation of the environmental provisions of this Lease, or a violation of any Environmental Laws.

11.3 Environmental Audit. Upon reasonable notice to Lessee, the Authority may conduct or cause to be conducted through any third party that it selects, an environmental

audit or other investigation of Lessee's operations to determine whether Lessee has breached its obligations under this Lease. Lessee shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Lessee.

11.4 Hazardous Materials.

11.4.1. Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

11.4.1.1. "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.

11.4.1.2. "Hazardous Materials" or "Hazardous Material" 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(s)" 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.

11.4.1.3. "Release" when used with respect to Hazardous Materials shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property or part of the Premises.

11.5 Lessee's Agreement. Lessee agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees and/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 Lessee may use such substances as are customarily used in golf course operations so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

11.6 Environmental Indemnity. Lessee shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorney's fees) arising during or after the Term of this Lease as a result of or arising from (i) a breach by Lessee of its obligations contained herein, or (ii) any Release

of Hazardous Materials from, in, or about the Premises caused by intentional or unintentional act or omission of Lessee, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

11.7 Survival of Provisions. The provisions of this Article shall survive the expiration or earlier termination of this Lease. This Article does not extend the Term of this Lease after it has expired or been terminated.

ARTICLE 12 – MAINTENANCE AND REPAIRS

12.1 Maintenance and Repairs. Lessee shall, at its sole cost and expense, maintain the Premises, at all times, in a clean, safe, and orderly condition and appearance including all Improvements, landscaping, and personal property of the Lessee pursuant to the provisions of the Lease, and in accordance with all applicable laws and regulations whether now or hereafter enacted. Such maintenance and repairs shall include, but not be limited to the electrical, lighting, signs, driveways, fences, sidewalks, curbs, interior and exterior, structural, and nonstructural, ordinary, and extraordinary, foreseen, and unforeseen, and pest and wildlife control on the Premises. Lessee shall establish a separate repair and replacement fund to ensure that all repairs and maintenance throughout the Term will be completed to maintain the Lessee Improvements and Premises in first-class condition.

12.2 Drainage. Lessee may not alter or obstruct established drainage over the Premises unless adequate drainage is provided and approved in writing in advance by the Authority and any governmental authority having jurisdiction over the Premises. Any alteration of established drainage must comply with applicable governmental requirements. For the purpose hereof, *established drainage* means the natural drainage or any previous alteration thereof that has been approved by the Authority. Approval of any alteration or obstruction of established drainage shall not relieve Lessee from being responsible for the alteration or obstruction from any liability to other persons that might result therefrom. Lessee shall not be responsible at its expense for any unreasonable drainage issues created by the Authority, or any parties retained by the Authority during construction within the Redevelopment Parcel(s).

12.3 Erosion and Lateral Support. Lessee shall maintain on the Premises sufficient landscaping and other materials and devices to prevent erosion of the Premises or of any adjacent parcels. Lessee may not perform any excavation on the Premises that might result in the loss of lateral support to any adjacent parcels.

ARTICLE 13 - COMPLIANCE WITH LAWS

13.1 General. Lessee and its agents, employees, representatives, contractors, licensees, and invitees and any other person whom Lessee controls or has the right to

control shall comply with all present and future federal, state, and local laws, rules, regulations, ordinances, orders, and directives and all other jurisdictions and agencies that may apply to this Lease or Lessee's activities under this Lease, on the Premises. Lessee shall, upon Authority's request, furnish Authority with a copy of all permits, licenses, and other evidence of compliance with these laws.

13.2 Additional Terms and Conditions. Lessee agrees that the Premises is owned by the Authority and as such, is part of the national transportation system and is operated for the benefit of the public and is, from time to time, the recipient of federal funds. As a recipient, Authority is obligated to make certain assurances to the FAA or other federal agencies that Authority is in compliance with the requirements of federal law, which requirements also become the obligation of Authority's contracting parties. Lessee shall comply with all requirements set forth herein.

13.3 Compliance with Environmental Laws. In addition to the requirements of Article 11, Lessee shall, at its expense, comply with all present and subsequently enacted environmental laws, and any amendments thereto, affecting Lessee's use or occupancy of the Premises, including those set forth in the provisions of this Article and Article 11 shall survive the expiration or earlier termination of this Lease.

13.4 Certificate of Occupancy. Lessee shall obtain any certificate(s) of occupancy with respect to all Lessee Improvements constructed upon the Premises that may at any time be required by any governmental agency with jurisdiction, and Lessee shall provide a copy or copies to the Authority and as set forth in this Lease.

13.5 Construction. As set forth in Article 14 and otherwise in this Lease, Lessee's construction and installation of all Lessee Improvements and the development of the Project must be in strict compliance with all applicable federal, state, and local land use regulations, codes, and laws affecting the development, improvement, occupancy, and use of the Premises.

13.6 As required by North Carolina law, and in no way superseding the acknowledgment of Lessee's acceptance if the Premises in its as-is and where-is condition as set forth in Article 3.3, Authority hereby includes the following notifications as part of this Lease:

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 the county health unit applicable to the Premises.

13.7 The requirements of compliance otherwise set forth in this Article 13 are intended to be general and broad in nature. To the extent any other provisions of this Lease contain more guidelines and requirements for compliance, the more strict and detailed provisions of this Lease shall control.

ARTICLE 14 - CONSTRUCTION OF LESSEE IMPROVEMENTS

14.1 Description of Project. Lessee agrees to restore, finance, and manage the 18-hole, golf course, clubhouse, driving range, and maintenance facility to its original condition that existed on August 14, 2021. The project shall be completed prior to May 1, 2026 from the Lease Effective Date (the “**Construction Completion Date**”), unless otherwise agreed to in writing by the Parties. Upon completion of the renovation of club house, maintenance facility and repair of the 18-hole golf course, the Agreement will be amended to reflect the conditions following the restoration, and **Exhibit E** will be updated and attached hereto and made a part hereof.

14.2 Planning, Design and Construction of Project. Lessee or designated representatives, including the contractor and the consultants, shall meet with Authority for a pre-design meeting to discuss the Project, applicable criteria and standards, schedule, utility requirements, etc. Lessee shall design and construct facilities and improvements on the Premises subject to the Authority’s express approval of Lessee’s proposed Project plans and specifications (“Plans”). Any proposed changes of the Plans prior to or during construction that would require modifications and/or updates to a permit(s) or site plan(s) and/or submission to any government agency shall be submitted to the Authority for review and approval in advance of any such change. All construction shall adhere to the Plans and terms of this Lease, and to any additional design and construction standards, and any other applicable regulations, codes and requirements set out by Authority, or any governmental agency having jurisdictional authority. Project Plans and specification review submittals shall follow accepted practice for such deliverables, and the Authority shall provide comments, as applicable, on each submittal. Upon the Authority’s reasonable request, the Lessee shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed Lessee Improvements. Authority reserves the right to observe the work from time to time, however this shall not take away from the Lessee’s responsibilities or place any burden on the Authority to ensure compliance. Neither Authority nor anyone working under or through it shall unduly interfere with or delay the Lessee’s work.

14.2.1 Lessee expressly agrees for itself, its successors, and assigns to:

14.2.1.1. File a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the Premises; and.

14.2.1.2. Only commence vertical construction and/or activation of any radio frequency transmitting antenna following formal FAA notification of a “Favorable Determination of No Hazard,” and with no “Notice of Presumed Hazard (NPH) determinations” as defined by the FAA, and.

14.2.1.3. Administer and observe on-site construction and/or design professionals to ensure compliance with the approved plans and specifications.

14.3 Construction Standards. The Lessee's Improvements shall support the Permitted Uses, with parking lots and ancillary and supporting access roadways, and other necessary Improvements on Course located upon the Premises. Lessee agrees to proceed diligently to complete the Lessee Improvements and shall not delay or abandon its construction until it is complete and shall be completed prior to the Construction Completion Date.

14.4. Plans and Permit Approvals. Approval of Plans described in this Article 14 shall not be deemed any approval of zoning codes, building codes, or any other approvals required by the Authority and/or any other local agencies having jurisdictional authority for the enforcement of local codes applicable to the Premises. Lessee shall indemnify and hold the Authority harmless for any liability for regulatory or governmental approvals or the failure to obtain the same for any Lessee Improvements. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities and Lessee Improvements on the Premises. Lessee shall use reasonable efforts to coordinate the construction of the Lessee Improvements with time schedules established by the Authority, should other construction be occurring at the Premises which may be impacted by the Project.

14.5 Bonding Requirements. Lessee has insurance proceeds to renovate and restore the 18-hole golf course, clubhouse and maintenance building. Any future improvements approved in advance by Authority, the Lessee shall post bonds and pay for all materials and labor as required by Authority and/or applicable county regulations and North Carolina law for any Lessee Improvements on the Premises that are structural, including roof, to any building, and any improvement that impacts 25% of any individual golf hole, as determined by the Authority. Lessee shall provide a performance bond(s) and a payment bond(s) in an amount equal to construction costs, and all bonds must be provided prior to start of any work and must include Lessee and Authority as "obliges." Bonds must comply with the requirements set forth in North Carolina Statutes and shall include the following: (a) completion of the construction of any Lessee Improvements; (b) performance of any construction required under this Lease; and (c) payment of all labor and materials, assuring the Authority that the construction of any Lessee Improvements shall be completed and all contractors and subcontractors shall be paid. Each bond shall be in a form acceptable with the Authority and the surety company providing the bonds must have an A.M. Best Rating of B+ VI or better for the past four (4) consecutive quarters.

14.6 Utility Services for Construction Project. Lessee agrees, at its own expense, to connect to all utility providers as are necessary to secure the services that Lessee desires and requires for the Premises and Lessee Improvements.

14.7 Completion Requirements.

14.7.1. Workmanship. Lessee will construct the Lessee Improvements in a good, careful, proper, commercially reasonable and workmanlike manner and according to: (i) the approved plans and specifications; and (ii) all provisions of

law and all permits and authority required by any federal, state, or local law, rule, regulation, or ordinance or by any authority having jurisdiction over the Premises.

14.7.2. Ownership of Buildings and Lessee Improvements. Lessee shall hold title to all Lessee Improvements it constructs or installs on the Premises subject to all other provisions of this Lease. On the expiration or earlier termination of this Lease and as set forth in Article 9.3, all Lessee Improvements, exclusive of trade fixtures and other personal property of Lessee and its subtenants, shall, without the payment of compensation to Lessee or others, become the property of Authority free and clear of all claims and encumbrances by Lessee and anyone claiming by, under, or through Lessee. All pipes, wells, pumps, tanks, and other equipment installed on the Premises by Lessee shall be left in a structurally sound, non-leaking condition so as not to become the source of any future environmental release, contamination, or hazard, and if such cannot be rendered in such condition, they shall be removed by Lessee. Lessee shall defend, indemnify, and hold Authority harmless from and against all liability and loss that may arise from the assertion of any claim and any encumbrance on any Lessee Improvement arising from acts that occurred prior to the expiration or earlier termination of this Lease; provided, however, that Lessee's duty to indemnify and hold harmless shall not apply to any claim or encumbrance that is solely attributable to the acts or omissions of Authority. Lessee shall assign to Authority, and Authority shall be entitled to the benefit of, any license, warranty, and guarantee applicable to all equipment, systems, fixtures, and personal property conveyed or otherwise transferred to, or for the benefit of, Authority under this Lease. Title to the Lessee Improvements shall not vest in Authority until they have been inspected by Authority and determined not to present a potential environmental hazard. Lessee's obligations under this Article shall survive the expiration or earlier termination of this Lease.

14.7.3. Certificate of Occupancy. Within forty-five calendar days following issuance of final Certificate of Occupancy for the maintenance facility, club house, or other building ("COO"), the Premises shall be cleaned, construction debris and stored materials removed, property damage repaired or replaced, final landscaping completed, and all construction equipment and stored materials removed from Premises; and a copy of the COO shall be submitted to the Authority and all temporary storage containers removed from the site.

14.7.4. As-Builts. By no later than thirty calendar days after completion of any Lessee Improvements, Lessee shall furnish the Authority with one (1) complete set, on computer disc in AUTOCAD, of detailed record drawings of the work completed

14.7.5. Warranty of Completed Construction. Upon completion of the Lessee Improvements, Lessee shall furnish a letter to Authority warranting that:

- A. The Lessee Improvements have been completed in accordance with the approved Plans and specifications, and all applicable zoning and permitting requirements;

- B. The Lessee Improvements have been completed in a good and skilled manner;
- C. No liens have been filed, nor is there any basis for the filing of such liens with respect to the Lessee Improvements;
- D. All Lessee Improvements constituting a part of the Project are located or installed upon the Premises.

14.7.6. Inaccurate or False Certifications. Inaccurate or false certifications provided to Authority by Lessee shall be a breach of this Lease which the Parties agree may only be remedied by specific performance whenever discovered. Lessee's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Lease.

ARTICLE 15 - TENANT ALLOWANCE

The Authority will provide to Lessee a tenant allowance in the amount of \$150,000, as a tenant "Allowance" to be applied toward capital expenditures incurred by Lessee for Golf Course, including but not limited to the clubhouse roof replacement and repair and/or remediation of the creekbank and cart path at golf hole number 17. Lessee has completed these improvements. The Authority has paid \$100,000 of the Allowance to Lessee and the remaining \$50,000 will be applied toward restoration work being completed on Cane Creek by Conserving Carolina provided funding is approved for the restoration project. In the event the Cane Creek restoration project does not receive funding or is completed prior to July 1, 2029, the Authority will provide the \$50,000 allowance to Lessee in the form of rent credits. Upon reopening of the golf course, completion of the maintenance facility and clubhouse renovations no later than May 1, 2026, the Authority will provide tenant allowance to Lessee in the form of rent credits, up to fourteen months credited monthly to Lessee. Lessee shall provide final construction costs and proof of reinvestment of funds and certificate of occupancy to Authority prior to rent credits being applied.

ARTICLE 16 - PORTABLE STORAGE CONTAINERS/STRUCTURES

16.1 No Containers. Unless specifically approved in writing, and only under conditions specified by Authority, Lessee shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, barrel or other similar vessel to store merchandise and/or equipment and supplies outside of any enclosed permanent building or structure. Unless specifically approved and only under conditions specified by Authority, Lessee shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure, or device.

16.2 Temporary Containers. Authority will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

ARTICLE 17 - COOPERATION WITH AUTHORITY DEVELOPMENT

Lessee understands and agrees that Authority may pursue development, improvements and maintenance activities from time-to-time that may directly or indirectly affect the Premises and other areas of the Airport and Authority-owned property. Lessee agrees to work cooperatively and in good faith with the Authority and other tenants and contractors in development, improvement and maintenance activities to minimize or mitigate any disruptions. If requested by the Authority, Lessee shall cooperate with and assist the Authority to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Authority development, improvement, and maintenance activities. Authority may temporarily or permanently close, re-route, and/or consent to the closing or re-routing of any method of ingress or egress on the Authority-owned property, so long as reasonable means of ingress and egress to the Premises are maintained. Exercise by the Authority of any such development, improvement, or maintenance shall be paid by Authority. Lessee shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional labor costs, or any other expense attributable to the development, improvement, or maintenance on the Airport or Authority-owned property

ARTICLE 18 - CONDITIONS OF AUTHORITY DEVELOPMENT

18.1 Reservation of Easements. In addition to other reservations stated herein, including specifically Article 3.1.2, this Lease shall at all times be subject to the easement reservations as outlined herein for the benefit of the Authority and for its use and development of the Reserve Parcel(s).

18.1.1. Entry for Construction and Maintenance. Authority hereby reserves to itself and its agents, contractors, employees, licensees, and invitees a nonexclusive easement for ingress and egress over all portions of the Premises for the purposes of (i) construction, installation, repair, reconstruction, restoration, landscaping, and maintenance of any improvement now or hereafter constructed or installed on the Premises by the Authority or its designated developer and (ii) performing any other obligation of Authority under this Lease. Authority will not use the easement in a manner that unreasonably interferes with Lessee's use and enjoyment of the Premises and this provision shall in no way be interpreted so as to obligate the Authority to construct, install, repair, reconstruct, restore and/or maintain any Lessee Improvements. In the event the Authority causes any damage in the use of any ingress and egress, and the same is in no way caused by Lessee, then the Authority shall repair any damage to substantially the same condition as existed prior to the damage.

18.1.2. Utility and Stormwater Easements. Authority hereby expressly reserves the right to easements upon, over, across, and under the Premises where utilities and/or any stormwater systems are or are to be installed. If created and/or granted by Authority, the easement(s) may be granted to the providing utility rights access to, egress from, and to occupy and use the Premises subject thereto for the purposes of installing, maintaining, repairing, servicing, enlarging, extending,

modernizing, and/or upgrading any utility located thereon for the benefit of the Reserve Parcel(s) or the Premises or Lessee or other person occupying any portion of the Redevelopment Area. As used herein, *utility* means electricity, natural gas, water, sanitary sewers, telephone, cable television, and other similar facilities of general use and benefit commonly regarded as utilities.

18.1.3. Conservation Easement(s). The Authority hereby further expressly reserves to itself the exclusive right to create and enter into a conservation easement(s) for areas along the riverbanks of the French Broad River and/or Cane Creek on the Premises and Lessee agrees to sign any consents reasonably necessary. In no event shall any such conservation easement(s) negatively impact the Golf Course play activity without prior express mutual approval between the Lessee and Authority.

18.1.4. Airport Avigation Easement. Authority hereby expressly preserves and reserves unto to itself an assignable exclusive easement and right-of-way for the free and unobstructed passage of aircraft in, through, and across the air space above and over the Premises, together with the continuing right to clear and keep clear the Premises of all obstructions infringing upon or extending into or above an imaginary line, the extension, distance, and height of which are prescribed in FAA Regulation Part 77, 14 C.F.R. 77, as it may be amended, and for this purpose to cut and remove underbrush and soil and to demolish and remove buildings or any other structures and obstructions infringing upon or extending into or above the air space above the imaginary line, and the right to cut the ground cover, remove, clear, and keep clear all trees that extend above a point ten feet below the imaginary line, whether any structure or obstruction is located on or extending into or over so much of the Premises that lies below such imaginary line; this is expressly reserved together with the right of ingress and egress for the purpose of effecting and maintaining such clearance; and including the right in the air space to allow such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in the air. Lessee's use, rights, and privileges in the Premises may not interfere with or abridge the rights hereby reserved. Included within this easement is the right to cause or permit in the air space such noise, smoke, fumes, droppings, and vibrations as may be inherent in the operation of aircraft now or hereafter used for navigation of or flight in the air using the air space for landing at, taking off from, or operating at the Airport.

18.1.5. Reference to Easements Not Required. Any easement provided for or reserved in this Lease shall be appurtenant to and pass with the leasehold interest in the Premises or any portion thereof, whether or not specifically referred to in any instrument granting or conveying any such interest.

ARTICLE 19 - INDEMNIFICATION

19.1 General Indemnification.

19.1.1. Lessee 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, charged 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 Lessee's operations thereon, or the intentional or unintentional acts or omissions of Lessee'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 negligence or by the joint negligence of Authority and any person other than Lessee or its officers, agents, employees, contractors, subcontractors, invitees or licensees, and/or (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee. The provisions of this Article shall survive the expiration of earlier termination of the Term of this Lease with respect to any acts or omissions occurring during the Term of this Lease.

19.1.2. The foregoing provisions of this Article 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 Lessee under this Lease.

19.2 Additional Indemnifications

19.2.1. Without limiting Lessee's liability pursuant to Section 19.1 above, Lessee shall assume, protect, defend, reimburse, and indemnify Authority, and their respective past, present and future officers, members (including without limitation all members of the governing board of Authority,) and their respective employees and agents, and each of them, and shall hold each and all of them harmless at all times from and against any and all liabilities for compensation under any workers' compensation statute arising out of an injury or injuries sustained by any employee or other worker of Lessee. Lessee also covenants that it shall cause

its licensees, contractors, and subcontractors to maintain in effect at all times workers' compensation insurance as required by law and/or this Lease.

19.2.2. Without limiting the generality of any other provision hereof, Lessee shall reimburse Authority for any and all reasonable attorney's fees and investigation expenses incurred by Authority in the defense and handling of said causes of action, suits and claims and in enforcing the provisions of this Lease, excepting those expenses incurred by Authority in the defense and handling of said causes of action, suits and claims resulting from the gross negligence or willful act or omission of Authority.

19.2.3. Lessee 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 proximately caused by the negligence or willful misconduct of Authority or its officers, agents or employees.

19.2.4. Lessee shall also indemnify, defend, and save Authority harmless from and against any and all Claims that may be imposed upon, incurred by, or asserted against Authority by reason of any of the following occurring:

19.2.4.1. Construction of any Lessee Improvements and/or other work done in, on, or about the Premises or any part thereof by Lessee or its agents, employees, representatives, contractors, licensees, or invitees;

19.2.4.2. Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance, and/or management of the Premises or any of the Lessee Improvements or any nuisance made or caused thereon or any failure by Lessee to keep the Premises or Lessee Improvements or any part thereof in a safe condition;

19.2.4.3. Any act of Lessee or any sublessee of Lessee or any of their respective agents, employees, representatives, contractors, licensees, or invitees;

19.2.4.4. Any fire, accident, injury (including death), or damage to any person or property occurring in, on, or about the Premises or any Lessee Improvement or any part thereof;

19.2.4.5. Any failure by Lessee to pay Rent, Additional Payments or other payments required by Lessee under this Lease or to perform or comply with any provision of this Lease to be performed or complied with by Lessee, and the exercise by Authority of any right or remedy available to Authority with respect thereto;

19.2.4.6. Any lien, claim, or Encumbrance against or on the Premises or any Lessee Improvement or any part thereof or any of the assets of, or funds appropriated to, Authority or any liability that may be asserted against Authority with respect thereto to the extent arising out of the acts or omissions of Lessee or its agents, employees, representatives, contractors, licensees, or invitees;

19.2.4.7. Any failure by Lessee to keep, observe, comply with, and perform any provision in any sublease or other agreement affecting the Premises or any part thereof, on Lessee's part to be kept, observed, or performed;

19.3 Risk of Loss. Lessee assumes the risk of damage to all goods, materials, furniture, trade fixtures, equipment, machinery, and other personal property on the Premises and saves Authority harmless from any loss or damage thereto by any cause whatsoever.

19.4 Insurance. Lessee's obligations under this Article shall not be affected by the absence of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises, any of the Lessee Improvements, or any personal property on the Premises.

19.5 Lessee to Defend Authority. If any claim, action, or proceeding is made or brought against Authority by reason of any event referred to in this Article, then, upon demand by Authority, Lessee, at its expense, shall resist or defend the claim, action, or proceeding in Authority's name, if necessary, by the attorneys for Lessee's insurance carrier (if such claim, action, or proceeding is covered by insurance), otherwise by attorneys approved by Authority. Notwithstanding the foregoing, Authority may hire its own attorneys to defend itself or to assist in its defense and Lessee shall pay the fees and costs of the attorneys.

19.6. Survival. Without in any way limiting any other provision on the subject matter contained elsewhere in this Lease, Lessee agrees that all of Lessee's obligations of indemnity specified in Article 19 hereof shall survive the expiration or termination of this Lease.

ARTICLE 20 - INSPECTION

20.1 Inspection and Entry. Authority may enter on the Premises and any part thereof for the purpose of ascertaining its condition and whether Lessee is observing and performing its obligations under this Lease. During the final twelve (12) months of the Term, Authority may show the Premises to any prospective purchaser or mortgagee, all without hindrance or interference from Lessee, provided that the entry does not unreasonably interfere with Lessee's business operations and provided that Authority gives Lessee at least twenty-four (24) hours' notice prior to inspecting the interior of any building.

20.2 Notice. The twenty-four (24) hour notice provision shall not be construed to prohibit or delay any entry by Authority in its capacity as a municipality exercising its police power or in its criminal law enforcement capacity, or to any entry authorized by any writ or warrant issued by any court, or to any entry authorized by any health or welfare statute, code, ordinance, rule, or regulation. In case of an emergency, as determined by Authority, Authority may enter the Premises and any part thereof without prior notice and using self-help, if necessary.

ARTICLE 21 - IMPAIRMENT OF AUTHORITY'S TITLE

21.1 No Liens. Lessee shall not cause or allow any other person or entity to cause any lien, cloud, charge, or encumbrance ("Encumbrance") to be filed, recorded, or imposed on the Premises or any portion thereof, or on any Rent, Additional Payment, or other income to Authority under this Lease. If an Encumbrance is filed, recorded, or imposed, then Lessee shall cause it to be discharged and released within thirty calendar days after the date it was filed, recorded, or imposed. Lessee shall not create or allow any other person or entity to cause anything to occur that impairs Authority's right, title, and interest in and to the Premises. Lessee shall indemnify, defend, and hold harmless Authority from all claims, losses, demands, costs, expenses, attorney fees, and liability related to or arising out of any Encumbrance.

21.2 Discharge. If any Encumbrance is filed or recorded against the Premises or any portion thereof, Lessee, within thirty calendar days after the filing or recording, shall cause the Encumbrance to be discharged of record by payment, deposit, bond, order of a court, or such other means legally sufficient to resolve and/or clear the Encumbrance. Lessee shall notify Authority in writing of its action to satisfy or contest the Encumbrance and, if contested, of the matter's status monthly until concluded. If Lessee fails to cause the Encumbrance to be discharged within the thirty day period, then, in addition to all other rights and remedies, Authority may discharge the Encumbrance by paying the amount claimed to be due or by procuring the discharge by deposit or bonding; any amount paid by Authority and costs and expenses incurred by Authority in connection with the Encumbrance shall constitute an Additional Payment payable by Lessee to Authority on demand.

21.3 No Implied Consent. Nothing in this Lease may be deemed or construed in any way as constituting Authority's express or implied authorization, consent, or request to any contractor, subcontractor, laborer, materialman, architect, or consultant for the construction or demolition of any of the Lessee Improvements, the performance of any labor or services or the furnishing of any materials for any of the Lessee Improvements, alteration to, or repair of the Premises or any part thereof.

21.4 No Agency Intended. Lessee agrees that it is not the agent of Authority for the construction, alteration, or repair of any of the Lessee Improvements that Lessee may construct on the Premises.

21.5 Survival. Lessee's obligations under the provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 22 - DAMAGE OR DESTRUCTION

22.1 General. In the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, Lessee shall promptly notify the Authority of damage or destruction to any building(s) or Improvements located on the Premises.

22.2 Restoration of Premises. Lessee shall promptly commence and diligently pursue, at its sole cost and expense, repair, replace and restore any and all buildings, improvements, equipment and fixtures on the Premises to substantially the same design and functionality as existed immediately before the damage occurred. Lessee shall comply, at its sole cost and expense, with all then existing building codes and requirements in the performance of all repairs, replacements, and restoration. Failure to maintain or receive sufficient insurance coverage shall in no way limit or excuse Lessee's obligations hereunder.

22.3 Destruction Due to Risk Covered by Insurance. If at any time during the Term of this Lease, the Premises, or any buildings, improvements, equipment, or fixtures on the Premises, are damaged from a risk covered by the insurance, such destruction shall not terminate this Lease, but the Premises and all buildings, improvements, equipment, and fixtures so damaged shall be repaired, replaced, and restored to the condition prior to the damage.

22.4 Funds to Restore; Restoration Standards. In the event of damage or destruction to all or part of the Premises, Lessee shall promptly replace, repair, or reconstruct the improvements to the extent commercially reasonable and to the extent permitted by Lessee's lenders and as agreed upon with the Authority. All insurance proceeds received by reason of any such damage or destruction shall be applied to such replacement, repair, or reconstruction subject to the requirements of Lessee's lenders and the Authority. Notwithstanding the foregoing, if the damage or destruction to the improvements located on the Premises is substantial in the Lessee and Authority's reasonable determination, Lessee may request to forego replacement, repair, or reconstruction of the same and if, approved by its lender and the Authority, all insurance proceeds (and rights thereto) shall be assigned first to lender for outstanding debt, if applicable, and second to the Authority, and the Lease will terminate. The restored or replaced property shall be at least equal in value, quality, and use to the value, quality and use of such damaged Improvements immediately before the damage or destruction.

22.5 No Proration or Abatement of Rent. The Authority may prorate, abate, or reduce Rent during any period of restoration or rebuilding, at its sole and absolute discretion.

22.6 No Duty to Protect. Protection against loss by fire or other casualty to any of the contents of the Premises shall not, at any time, be an obligation of the Authority.

22.7 Substantial Damage at End of Term. If fifty percent (50%) percent or more of the square footage of the structural components of the Improvements on the Premises are substantially damaged or destroyed by fire or other casualty during the last three years of the Term ("Casualty"), then the Parties shall each have the right to terminate the Lease by delivery of written notice within sixty calendar days of the Casualty. If either party elects to terminate this Lease, then all insurance proceeds on account of any damage or destruction under the policies of insurance provided for in this Lease, less the costs, if any, incurred in connection with the adjustment of the loss and the collection thereof, and all insurance proceeds arising from Casualty shall be allocated as follows, first, to the cost to clean up and restore the Premises to its pre-lease condition; and then, the remaining proceeds to the Authority. To the extent that insurance proceeds are insufficient, or insurance has not been maintained, as required by this Lease, to pay for the cleaning and restoration due to the Casualty, Lessee shall pay the difference plus a fee for the value of the Lessee Improvements that were to revert to Authority ownership. In the event, the Parties elects to continue the Lease, at the sole discretion of the Authority, all Lessee Improvements will be restored to the conditions prior to the damage and Casualty.

ARTICLE 23 - CONDEMNATION

23.1 If it shall be in the public interest, Authority shall have the power to condemn the property interests created by this Lease even though it is itself a party to the Lease, provided that this provision shall not be construed as a waiver by Lessee of its rights to contest the validity of any such condemnation.

23.2 If the whole or any part of the Leased Premises or Leasehold Improvements shall be taken or condemned by Authority or by any other condemning authority for any public use or purpose, either through any proceeding or by settlement, the Lessee shall be entitled to an award based on the taking of or injury to the improvements within the Course and the Site as covered by and subject to this Lease. Lessee reserves unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based on upon Lessee's leasehold interest and Lessee's rights contained in this Lease, interruption of business, moving expenses, goodwill, and Lessee's ownership of buildings alternations and improvements and other damages available under applicable law.

ARTICLE 24 - ASSIGNMENT, SUBLEASE, MORTGAGE AND TRANSFER

24.1 No Assignment, Sublease, Mortgage, or Other Transfer shall occur without Authority consent. This Lease is personal to Lessee. Except as provided herein, no part of the Premises nor any Improvements on the Premises, nor any interest in this Lease, may be sold, assigned, pledged, transferred, mortgaged, or subleased by Lessee, nor may a right of use of any portion of the Premises be conveyed or conferred on any third party by Lessee by any other means (all of the foregoing referred to in this Lease as a "Transfer" or collectively "Transfers"), without the prior written consent

of the Authority, which consent shall not be unreasonably withheld, conditioned, or delayed. Any changes to the management and sublease for the Course shall require advanced written approval by the Authority.

24.2 Lessee may engage, and maintain the services of a third party professional golf management firm to KemperSports, a golf course management company and Lessee shall be allowed to sublease the Course to KemperSports, a golf course management company, provided that a copy of the sublease between Lessee and KemperSports shall be provided to Authority for their review and approval prior to execution. In the event the Lessee requests to sublease to any other golf course management company, the request shall be made in writing to the Authority for their review and approval. The Authority shall review such request and Lessee shall provide any information necessary for the Authority to make a decision for such sublease or management of the course, which may include additional requirements placed upon the new entity by the Authority for such consent to sublease or assignment. Any changes to the management and sublease for the Course shall require advanced written approval by the Authority. No such engagement with a third party Lessee, nor the acknowledgement of such engagement by Authority, shall relieve the Lessee of any liability, obligations, or responsibility resulting from a breach of this Lease. Any such third-party sublessee is considered an agent/contractor of the Lessee, and the Lessee is solely responsible to ensure its sublessee fully complies with the provisions of this Lease. Prior to any sublessee providing services pursuant to this provision, Lessee shall inform the Authority in writing and in advance of any changes to the management and sublease for the Course.

24.3 Application. Article 24 shall apply to all Transfers, including any that may occur by operation of law. If Lessee is a corporation or other entity, any change in ownership resulting in a change in the controlling interest in the stock of the corporation or ownership interest in such other entity, through sale, exchange, merger, consolidation or other transfer, shall be deemed a Transfer requiring the Authority's consent; provided, however, that the Transfers to an affiliate or subsidiary of Lessee, defined as an entity wholly owned or controlled by Lessee, are permitted within the Lease, but shall require prior written approval of the Authority, which shall not unreasonably withheld, conditioned or delayed.

24.4 Fee for Review of Requests for Transfers. The Authority reserves the right to charge a fee for staff and legal time spent in the review of Lessee's requests for the Authority's consent to any Transfer. This fee may be imposed by the Authority whether or not consent is granted, but in no case shall exceed the usual fees charged by the Authority for the review of requests for Transfer for similar lessees of the Authority.

24.5 Effect of Consent. No Transfer shall relieve Lessee of any obligation under this Lease and Lessee shall remain fully liable hereunder unless a specific written release is expressly given by the Authority in writing. Any consent by the Authority to a particular Transfer shall not constitute the Authority's consent to any other or subsequent Transfer. If consent is granted, Lessee shall provide a copy of the signed Transfer document to the Authority promptly after execution. The Transfer document shall contain a provision

requiring that the transferee perform and observe all terms and conditions of this Lease and shall provide that the Authority have the right to enforce such terms and conditions directly against such transferee.

24.6 Unpermitted Transfer Void. Any Transfer or attempted Transfer without the Authority's prior written consent or as otherwise permitted herein shall be void.

24.7 Transfer by the Authority. The Authority shall have the right to transfer its interest in the Premises and/or in this Lease, in its sole discretion. In the event of such a transfer, the Authority shall provide written notice to Lessee of the name and address of the Authority's successor and Lessee shall attorn to said transferee and recognize transferee as the new lessor under this Lease. Upon execution of any Transfer by the Authority, the Authority shall be relieved of any and all obligations and duties accruing from and after the date of the transfer provided only that the transferee agrees to assume all obligations and duties of the Authority under this Lease.

24.8 Permitted Mortgage. Lessee shall be free to mortgage or otherwise encumber its interest in this Lease, and the Tenant Improvements in connection with the restoration of the 18-hole golf course, clubhouse, maintenance building, and/or replacement of the driving range or other golf course related amenities approved in advance in writing by the Authority obligation incurred by Lessee for performance under this Lease. However, Lessee shall in no event be permitted to create any lien or other encumbrance on the Authority's fee interest in the Premises or the Authority's interest in this Lease. If requested by Lessee in writing, the Authority shall, within twenty business days of the Authority's receipt of such request, acknowledge in writing the recognition of any leasehold mortgagee and agree to leasehold mortgagee protection provisions reasonably requested by the leasehold mortgagee including, without limitation, agreeing to (a) give notice of any default to the leasehold mortgagee and a reasonable time for the leasehold mortgagee to cure such default, (b) accept performance by the leasehold mortgagee as if the same had been performed by Lessee, (c) permit the leasehold mortgagee to enter upon the Premises for performance of Lessee's obligations and the exercise of the leasehold mortgagee's rights, (d) not terminate this Lease without giving the leasehold mortgagee thirty calendar days to cure if the default is capable of being cured by the payment of money, and at least ninety calendar days to cure if the default is not capable of being cured by the payment of money, (e) permit the leasehold mortgagee (or other acquirer of Lessee's interests) in the event of foreclosure of the leasehold mortgage, assignment in lieu of foreclosure or other similar means, to be the substituted Lessee under this Lease, (f) permit insurance proceeds resulting from a casualty and any award in connection with a condemnation or the exercise of rights under eminent domain to be used first to repair or restore the damaged Improvements and the remainder to pay the debt owed to the leasehold mortgagee, subject to Section 22.7 of Article 22, (g) not amend this Lease or accept surrender of the Premises from Lessee without the prior written consent of the leasehold mortgagee and (h) any other provisions reasonably requested by the leasehold mortgagee so long as the provisions do not encumber the Authority's interest in this Lease or the Premises in any way.

24.9 Subordination. Authority's right, title, and interest in the Premises and this Lease may only be subject or subordinate to a Permitted Mortgage. No other

encumbrance or security interest shall be placed on Lessee's leasehold interest in this Lease or any other lien or Encumbrance affecting Lessee's interest in this Lease.

24.10 No Release of Obligations. Except for a mutual release and waiver of rights and liabilities arising under this Lease or as otherwise expressly provided in this Lease, any happening, event, occurrence, or situation, whether foreseen or unforeseen, and however extraordinary, shall not authorize Lessee to vacate or surrender possession of the Premises, cancel this Lease, or relieve Lessee of its obligation to pay the Rent, Additional Payments, and any other amount due under this Lease, and shall not relieve Lessee of any of its other obligations under this Lease. The expiration or earlier termination of this Lease will not relieve Lessee of its obligation to pay all Rent, Additional Payments, and any other amount that became due during the Term, any holdover period, or any period of time Lessee had possession or use of the Premises.

24.11 Conflict. In the event there is a conflict between the terms and conditions herein and any federal grant assurances, the grant assurances shall take precedence and govern.

ARTICLE 25 - DEFAULT BY LESSEE

25.1 Events of Breach. The occurrence of the following events shall be considered a material breach of this Lease by Lessee:

25.1.1 Monetary Breach. Lessee fails to pay Rent, Additional Payment, or any other amount when due and the failure continues for ten calendar days after notice from Authority.

25.1.2. Non-Monetary Breach. Except for the non-monetary events listed below, Lessee fails to perform any non-monetary obligation under this Lease and the failure continues for thirty calendar days after notice from Authority.

25.1.3. Bankruptcy, Voluntary. Lessee files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or takes the benefit of any relevant law for bankrupt or insolvent debtors or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any federal, state, or local statute, law, rule, or regulation, or if Lessee seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Lessee or of all or any substantial part of its assets, or shall make any general assignment for the benefit of any creditor(s).

25.1.4. Bankruptcy, Involuntary. A petition is filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any federal, state, or local statute, law, rule, or regulation and shall remain undismissed or unstayed for ninety calendar days, of if any trustee, receiver, or liquidator of Lessee, or of all or substantial part of its

assets, shall be appointed without the consent or acquiescence of Lessee and such appointment remains unvacated and unstayed for ninety calendar days.

25.1.5. Insurance, Lapse or Termination. Any insurance policy required under this Lease lapses or is cancelled, in whole or in part. This breach may only be cured by Lessee obtaining a new or renewed policy that specifically complies with the requirements of Article 8 of this Lease. There is no notice from Authority required for this breach.

25.1.6. Permitted Mortgage Default. Lessee breaches any terms and/or becomes in default of any Permitted Mortgage. There is no cure period or notice from Authority required for this breach.

25.1.7. Transfer. The transfer of Lessee's interest in this Agreement by execution or other process of law when said process of law is not discharged within thirty days of the transfer.

25.1.8. Violation of any Law. Lessee violates (i) any non-safety related federal, state, or local law, rule, regulation, or ordinance related to the Premises or this Lease and the violation continues for ten calendar days after notice from Authority or (ii) any safety related federal, state, or local law, rule, regulation, or ordinance related to the Premises or this Lease and the violation continues for two days after notice from Authority. The term 'safety related' as used herein shall mean related to prevention of danger, risk, injury or damage to any person or property.

25.1.9. Ceases to Operate. Lessee vacates or ceases to conduct business on the Premises or any part thereof for five (5) consecutive days. There is no cure period or notice from Authority required for this breach.

25.1.10. Encumbrances. An Encumbrance is filed or recorded against the Premises or any part thereof because of any act or omission of Lessee or its agents, employees, representatives, contractors, licensees, or invitees and the Encumbrance is not removed or discharged in compliance with Article 21 hereof. There is no notice from Authority required for this breach.

25.2 Notice and Termination. Upon a breach of this Lease, Authority may, but shall not be obligated to, give Lessee written notice that this Lease is terminated on the date specified in the notice and, on that date, this Lease and all of Lessee's rights hereunder shall terminate.

25.3 Lessee Liability Continues. The termination of this Lease pursuant to this Article shall not relieve Lessee of its liability and obligations under this Lease, which shall survive the termination. If this Lease is terminated, whether or not the Premises or any part thereof shall have been relet, Lessee shall pay to Authority the Rent, Additional Payments, and any other amount due under this Lease up to the date of the termination.

Lessee shall also pay to Authority, as and for the liquidated and agreed current damages for Lessee's default, the equivalent of the amount of Rent, Additional Payments, and any other amount that would be payable hereunder by Lessee if this Lease were still in effect, less the net proceeds of any reletting after deducting all Authority's expenses in connection with the reletting, including all repossession costs, brokerage commissions, legal expenses, attorney fees, alteration costs, and expenses of preparation for such reletting, which shall be due and payable to Authority on the days on which Rent and Additional Payments would have been payable under this Lease if this Lease were still in effect.

25.4 No Implied Waivers. Authority's failure to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy upon a breach hereof, and any acceptance of full or partial Rent or Additional Payments during the continuance of the breach, shall not constitute a waiver of the breach or the provision. No provision hereof to be performed or complied with by Lessee, and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Authority. A waiver of any breach shall not affect or alter this Lease, but all provisions hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

25.5 Remedies Cumulative. If Lessee breaches any provision of this Lease, then Authority, in addition to all other rights and remedies, may enjoin the breach or file an action for specific performance of the provision of this Lease pertaining to the breach and may invoke any other right and remedy allowed at law or in equity or by statute or otherwise for the breach as though reentry, summary proceedings, and other remedies were not provided for in this Lease. Authority's rights and remedies under this Lease are cumulative, not exclusive.

ARTICLE 26 – DEFAULT BY THE AUTHORITY

In the event of any default by the Authority, Lessee's remedy at law shall be an action for damages. Prior to being entitled to maintain such action, Lessee shall give the Authority written notice specifying such default with particularity, and the Authority shall have thirty calendar days within which to cure any such default, or if such default cannot reasonably be cured within said thirty calendar days, the Authority shall then have beyond said thirty calendar days to commence cure provided the Authority pursues diligently the cure to completion. Unless and until the Authority fails to so cure such default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of the Authority hereunder shall be construed as covenants, not conditions, and all such obligations shall be binding upon the Authority only during the period of its ownership of the Premises and this Lease and not thereafter.

ARTICLE 27 - NOTICES

27.1 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 Lessee at the following addresses:

by U.S. Mail or Electronically:

AUTHORITY
President & CEO
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732
Email address: pr@flyavl.com

LESSEE
Zeke C. Cooper
Owner & Managing Member
DreamCatcher Broadmoor, LLC
101 French Broad Lane
Fletcher, NC 28732
email address: zcooper@dreamcatcherhotels.com

With a Copy to:
J. Martin Regan, Jr.
Lewis Thomason, PC
40 S Main Street, Suite 2900
Memphis, TN 38103
Email: mregan@lewisthomason.com

by Overnight Delivery:

AUTHORITY
President & CEO
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

LESSEE:
Zeke C. Cooper
Owner & Managing Member
DreamCatcher Broadmoor, LLC
101 French Broad Lane
Fletcher, NC 28732

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

27.1.1. Notice given in compliance with this Article is deemed received for purposes of this Lease (i) on the day it is personally delivered, (ii) if sent by email, on the day the email is read, as confirmed by a read receipt confirmation (iii) on

the day it is confirmed as sent by facsimile transmittal, (iv) two business days after it is delivered to any commercial air courier or express delivery service, or (v) three business days after it is sent by registered or certified mail as provided above. Unless otherwise expressly provided for herein, any time period stated in a notice shall commence on the date the notice is deemed received and actual receipt is not required.

27.1.2. If Authority or Lessee changes the person or address for notice, then the Party making the change shall give notice of the change to the other Party in compliance with this Article. Unless there is a proper change of address, the Parties are not required to give notice to any person or address other than as set forth above. A Party may not raise failure of or of defect in notice as a defense if the Party failed to give the other Party proper notice that it had changed the person or address for notice.

27.1.3. Notices given orally are invalid.

27.2 Notice to First Permitted Mortgagee Only. When notice is required to be given to a Permitted Mortgagee, the notice shall only be required to be given to the First Permitted Mortgagee. Notice to any other Permitted Mortgagee(s) shall be the responsibility of Lessee. If Lessee fails to give notice to other Permitted Mortgagees, the failure shall not affect the validity of any action taken by Authority. This provision takes precedence over any other provisions of this Lease that may impose a greater notice requirement upon Authority.

ARTICLE 28 - QUIET ENJOYMENT

Authority agrees that Lessee, and anyone claiming by or through Lessee or a Permitted Mortgagee, upon paying all Rent, Additional Payments, and any other amount due under this Lease and complying with all other provisions of this Lease, shall have possession of the Premises without unreasonable interference from Authority, subject only to the terms of this Lease.

ARTICLE 29 - ESTOPPEL

29.1 The Authority and Lessee each hereby agree to provide to the other, upon reasonable request, a commercially reasonable estoppel certificate evidencing:

29.1.1. That this Lease is in full force and effect.

29.1.2. The amount and current status of the Rent, Additional Payments, and any other amount due under this Lease.

29.1.3. That this Lease has or has not been amended or supplemented. If there has been any amendment or supplement, a description thereof.

29.1.4. That there is no default or breach under the Lease and there is no event that, with the passage of time, may result in a default or breach, or if there is any default or breach, a description thereof.

ARTICLE 30 - APPROVALS AND CONSENTS

Unless otherwise expressly stated in this Lease, where the approval or consent of a Party is required, the approval or consent shall not be unreasonably withheld nor delayed. In such instances, if the requesting Party believes that the other Party has unreasonably withheld or delayed its approval or consent, the sole remedy of the requesting Party shall be limited to seeking an injunction or declaratory judgment and in no event shall the other Party be liable for a money damages or lost profits.

ARTICLE 31 - ADJOINING EXCAVATION

Lessee shall allow any person authorized by law and approved by the Authority desiring to excavate upon land or streets adjacent to the Premises to enter the Premises and shore up any walls and take any other action during the excavation to the extent required. Lessee shall, at its expense, repair, or cause to be repaired any damage caused to the Premises by any excavation, construction work, or other work that may be done on any land or street adjoining or adjacent to the Premises.

ARTICLE 32 - AUTHORITY NOT LIABLE

Unless where directly and substantially caused by the negligence of the Authority, the Authority shall not be responsible or liable for any damage or injury to any of the Lessee Improvements, or to any personal property, fixture, merchandise, or equipment of Lessee or to any person on the Premises from steam, gas, electricity, water, rain, or any other source(s) whether the same may leak into, issue or flow from any part of the Premises or from pipes or plumbing work of the same, or from any other place or quarter. Authority shall not be responsible or liable in case of any accident or injury, including death, to any of Lessee's its agents, employees, representatives, contractors, licensees, invitees, sublessees, or other any person in or about the Premises or the streets, sidewalks, or vaults adjacent thereto. Lessee agrees that it will not hold Authority responsible or liable therefor.

ARTICLE 33 - UNAVOIDABLE DELAY

If either Party is unable to perform any obligation under this Lease because of war, national emergency, terrorism, earthquake, fire, and other acts of God, then performance shall be extended for ninety calendar days or during the period of the unavoidable delay, whichever is lesser. If the affected Party is unable to perform after one-hundred eighty calendar days, then this Lease shall terminate, unless Authority extends, in writing, the time to perform for any length of time it deems appropriate, and the Authority may extend the time to perform as many times as it deems appropriate. Lessee may not assert any unavoidable delay as an excuse or defense to its failure to pay Rent, Additional Payments, or any other amount due under this Lease. Lessee's lack of money and/or inability to obtain money or financing is not an unavoidable delay as set forth herein and cannot be used by Lessee as an excuse or defense to its failure to pay Rent, Additional Payments, or any other amount due under this Lease.

ARTICLE 34 – GOVERNMENT REQUIREMENTS

34.1 Government and Federal Aviation Administration Requirements.

34.4.1. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

34.4.2. In addition to Article 18.1.4, the 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.

34.4.3 Lessee shall 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. The areas shown on **Exhibit A** and identified as the Object Free Area (OFA) and the light lane; the Lessee agrees to maintain the landscaping in these areas.

34.4.4 Lessee shall 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.

34.4.5. Lessee shall 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, danger or nuisance at the Airport.

34.4.6 Notwithstanding anything herein contained that may appear to be the contrary, it is expressly understood and agreed that, except for Lessee's right to possession of the Premises, the rights granted under this Lease are non-exclusive.

34.2 Discrimination Not Permitted. Lessee, 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 under the provisions of this Lease; (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 Lessee 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. Likewise, Lessee 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 Lessee authorize another person to provide services or benefits from the Premises, Lessee 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. Lessee shall furnish the original or a true copy of such agreement to Authority. The 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 Authority-owned property, and in such event, Lessee agrees that it will adopt any such requirement as a part of this Lease. If Lessee shall furnish any services to the public at Premises, 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 Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any. In the event of breach by Lessee of any of the herein nondiscrimination covenants, continuing after the thirty calendar day notice from the Authority, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises, and hold the same as if this Lease 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. Further, Lessee 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. Lessee also assures Authority that it will require its covered sub-organizations to provide

written assurances to the same effect and provide copies thereof to Authority. Lessee assures Authority that it will comply with all pertinent State of North Carolina and/or Federal 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 Lease. Lessee also assures the Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Lease) 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 Lessee's operations under this Lease.

34.3 Airport Concession Disadvantaged Business Enterprise ("ACDBE"). This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. In accordance with these requirements of the U.S. Department of Transportation, Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole in part with Federal funds and in concession agreements at Airports. Lessee 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. Lessee agrees to include the immediately preceding sentence in any subsequent concession agreements (subcontracts) that it enters and cause those businesses to similarly include the statements in further agreements.

34.3.1 Lessee shall submit information as required concerning the DBE(s) that will participate in this concession. This information will include the names and addresses of each DBE and/or DBE suppliers of goods and services, a description of the work to be performed by each DBE, the dollar value (annual estimated gross receipts) of the DBE's contracted participation, and a description of the legal arrangements to be utilized. At the sole discretion of the Authority, a DBE goal may be established for each year of the Term of the Agreement, as measured by total estimated annual gross receipts.

34.3.2 The Lessee shall make good faith efforts to explore all available opportunities to meet the goal to the maximum extent practicable, or, if Lessee fails to meet the goal, Lessee must document acceptable good faith efforts to meet the goal as required by the Authority.

34.3.3 DBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23. In the event that the Lessee qualifies as a DBE, the goal shall be deemed to have been met. Should Lessee be unable to attain participation as provided for above, Lessee may use or obtain the services, goods, and products from Disadvantaged Business Enterprises (DBEs) as allowed by 49 CFR, Part 23.

34.3.4 The Lessee shall replace a DBE firm whose contract is terminated with another DBE firm in order to meet the goal, unless otherwise approved by the

Authority.

34.3.5 Lessee shall maintain records and documents of payments to DBE's for three (3) years following their performance under this Lease.

34.3.6 The ACDBE Participation Goal for this Lease may be set in accordance with FAA requirements.

34.4 Subordination to Agreements with the United States. This Lease is subject and subordinate to all current and future agreements entered into between Authority and the FAA, or any other federal agency, related to the operation or maintenance of the Airport and real property, including agreements that are required as a condition to Authority receiving federal rights or property for Airport purposes or required in order for Authority to spend federal funds to improve or further develop the Airport in accordance with the Federal Aviation Act of 1958 (49 U.S.C. §§ 1301, *et seq.*).

34.5 Rehabilitation Act and Americans with Disabilities Act. Lessee and its agents, employees, representatives, contractors, licensees, or invitees and any other person whom Lessee controls or has the right to control, shall comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), and all pertinent Executive Orders, regulations, and rules promulgated thereunder. Lessee must train all employees and agents performing under this Lease on Section 504 and ADA requirements.

34.6 Reservation of Rights. The Authority reserves the right for itself and its assigns to access and use the Premises. The Authority reserves the right to grant easements for the purpose of constructing, installing, maintaining, operating, repairing, replacing, and removing new or existing utilities and facilities related to the operation or use of Authority properties and for the purpose of providing access and services to other Authority properties. In addition, the Authority reserves the right for itself and its assigns to widen or realign existing roadways adjacent to the Premises and to install new roadways or driveways, provided that such roadway or driveway construction does not unreasonably interfere with Lessee's use of the Premises. Lessee agrees to execute any reasonable documents requested by the Authority related to the granting of any such access, use rights, or easements. The Authority shall have no liability for interference with Lessee's use of the Premises which might result from the Authority's construction, installation, maintenance, repair, replacement, or removal efforts and no such efforts shall be construed as a constructive eviction, other eviction, or disruption of the quiet enjoyment of Lessee. Rent shall not be reduced during any time period that the Authority is exercising any rights described in this Article; provided, however, if any portion of the Premises is permanently removed as described in the Agreement, then Rent shall be adjusted accordingly.

34.7 Authority Over the Airport and the Airport Public Facilities. In addition to any other rights granted by law or by this Lease, the Authority reserves the following rights with respect to the Airport and Premises including, without limitation, the Airport Public Facilities: a) to adjust the boundaries of, expand or delete all or part of the Airport; (b) to add to, delete, or amend all or any part of the Authority rules applicable to all or portions

of the Airport; (c) to permit the use of the Airport by others in such manner as the Authority may from time to time determine; (d) to close all or any portion of the Airport; (e) to construct additional buildings or other Improvements at the Airport; and (f) to evict anyone from the Airport who fails to comply with any applicable laws, including applicable Authority ordinances or rules.

34.8 Right to Amend. If the FAA or any other federal agency requires an amendment, modification, revision, supplement, or deletion of any provision of this Lease as a condition to granting funds for the improvement of the Airport or the Premises and Redevelopment Parcel(s), then Lessee hereby consents to the amendment, modification, revision, supplement, or deletion to the extent necessary to satisfy the FAA's or other federal agency's requirements. At the Authority's request, Lessee shall execute and deliver to the Authority all instruments and other documents necessary to evidence its consent.

34.9 Conflict. To the extent of any direct conflict of the terms and provisions of this Article 34 with any other terms of this Lease, the terms of this Article 34 shall control.

ARTICLE 35 - GENERAL PROVISIONS

35.1 Additional Documents. Each Party agrees to provide such other documents from time to time as may be reasonably requested to implement the provisions of this Lease.

35.2 Amendments. All amendments, approvals, and consents required by this Lease shall be in writing, dated, and signed by the Parties, and may not be established by oral testimony. This Lease cannot be modified or amended by any verbal agreement or communication with Authority either before or after this Lease was effective.

35.3 Attorney Fees and Costs. In any contested action related to or arising out of this Lease and except as otherwise expressly set forth in this Lease, the Authority and Lessee shall each be responsible for the fees and expenses of their respective legal counsel, court costs, and consultants.

35.4 Business Certification. If Lessee is a corporation, limited liability company, or other business entity regulated by a different state than North Carolina, then Lessee certifies that it is authorized to do business in the State of North Carolina, is in good standing with North Carolina, and shall remain in good standing with North Carolina throughout the Term of this Lease. If Lessee is an individual or any other unregulated business entity, then Lessee certifies that it is authorized to transact business in the State of North Carolina and shall remain authorized throughout the Term of this Lease. Lessee certifies that the person signing this Lease on its behalf is an agent of Lessee and authorized to bind Lessee to this Lease.

35.5 Brokerage Commissions. Unless expressly provided otherwise herein, Lessee warrants that no real estate commission is payable by Authority to any person or entity in connection with this Lease, and Lessee does hereby agree to indemnify, defend

and hold completely harmless the Authority from and against any and all liabilities, costs and expenses caused by Lessee (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) incurred by Authority as a result of any claims therefor.

35.6. Choice of Law. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, and those of the United States.

35.7 Recording. This Lease shall not be recorded, but, if requested by either Party, a memorandum hereof shall be prepared, signed by the parties, and recorded in the County where the Premises are located, at the expense of the Party requesting the same. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the Term, the property and easements involved and whether options to renew exist.

35.8 Continuation During Disputes. The Parties shall continue to perform under this Lease during the period of any dispute between them, unless enjoined by a court order. This provision does not apply to Authority when Lessee is in default or breach of this Lease.

35.9 Successors and Assigns. This Lease binds the Parties and their owners, officers, directors, managers, members, agents, employees, representatives, trustees, executors, personal representatives, successors, and assigns.

35.10 Fair Interpretation. Lessee agrees that the rule that ambiguous or vague language in a contract will be construed against the drafter is waived and does not apply to this Lease. Lessee agrees that this Lease shall be interpreted fairly and not against Authority simply because Authority drafted this Lease.

35.11 Headings. Headings for articles, sections, and paragraphs are for reference only and do not limit the content or scope of any provision of this Lease.

35.12 Institution of Legal Actions. Any action or proceeding related to or arising out of this Lease shall be filed and maintained in a state or federal court located in the State of North Carolina and of the Federal District Court for the Western District of North Carolina and the Parties consent to the jurisdiction and venue of such courts.

35.13 Authority's Officials Not Liable. Authority's officers, officials, agents, and employees are not personally liable to Lessee for any default or breach of this Lease by Authority, are not liable for any amount that may become due to Lessee, and are not obligated to perform under any provision of this Lease.

35.14 No Liability to Third Parties. Authority has no liability to any third party for any approval of Lessee's Plans, construction of Lessee Improvements, negligence, failure to comply with the provisions of this Lease, including any absence or inadequacy of insurance required to be carried by Lessee, or otherwise as a result of the existence of this Lease.

35.15 No Third-Party Beneficiaries. Except as expressly stated herein, this Lease does not create and may not be construed as creating any right or privilege in any person that is not a Party to this Lease.

35.16 No Partnership. The relationship of the Parties is solely that of Authority and Lessee. Nothing in this Lease creates or may be construed as creating a principal-agent, employer-employee, partnership, joint venture, or similar relationship between the Parties. Lessee agrees that it is not an agent or employee of Authority for the use or occupancy of the Premises or for the installation, construction, alteration, or repair of any Lessee Improvement on the Premises. Lessee agrees that its employees and contractors are not employees of Authority and that Authority's civil service, retirement, or personnel rules and benefits do not accrue or apply to Lessee's employees and contractors. Lessee shall pay all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation and other benefits, taxes, and premiums appurtenant thereto concerning Lessee's employees and contractors, and Lessee shall indemnify, defend, and hold harmless Authority with respect thereto.

35.17 Saving Clause. If any provision of this Lease is ruled invalid or unenforceable by a court of law applicable to the Premises and/or this Lease, then the provision shall be modified to the extent necessary to make it valid or enforceable, if practicable, and the remaining provisions of this Lease shall remain unchanged and in full force and effect, provided that elimination of the offending provision does not materially prejudice either Party's rights or obligations under this Lease, in which case this Lease will terminate.

35.18 Time of Essence. Time is of the essence in Lessee's payment of Rent, Additional Payments, and any other amount due under this Lease, and the performance of all its other obligations under this Lease.

35.19 Entire Agreement. This Lease constitutes and embodies the entire agreement between the Parties and supersedes all prior written and oral agreements, understandings, discussions, proposals, negotiations, communications, representations, and correspondence related to this Lease and the Premises. The Parties are not bound by any obligation not provided for in this Lease. Lessee agrees that it was not induced to enter into this Lease by any misrepresentation, undue influence, or coercion by Authority or any of its officers, officials, agents, or employees. The Recitals and Exhibits attached to this Lease are material parts of this Lease and are incorporated herein by this reference.

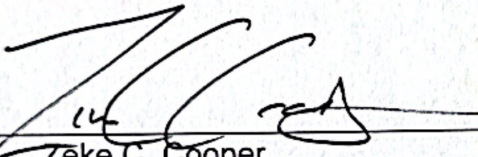
IN WITNESS WHEREOF, this Lease is duly executed by the parties hereto as of the day and year first above written, intending themselves to be legally bound hereby.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: Lew Bleiweis, A.A.E.
President & CEO

Date

DREAMCATCHER BROADMOOR, LLC

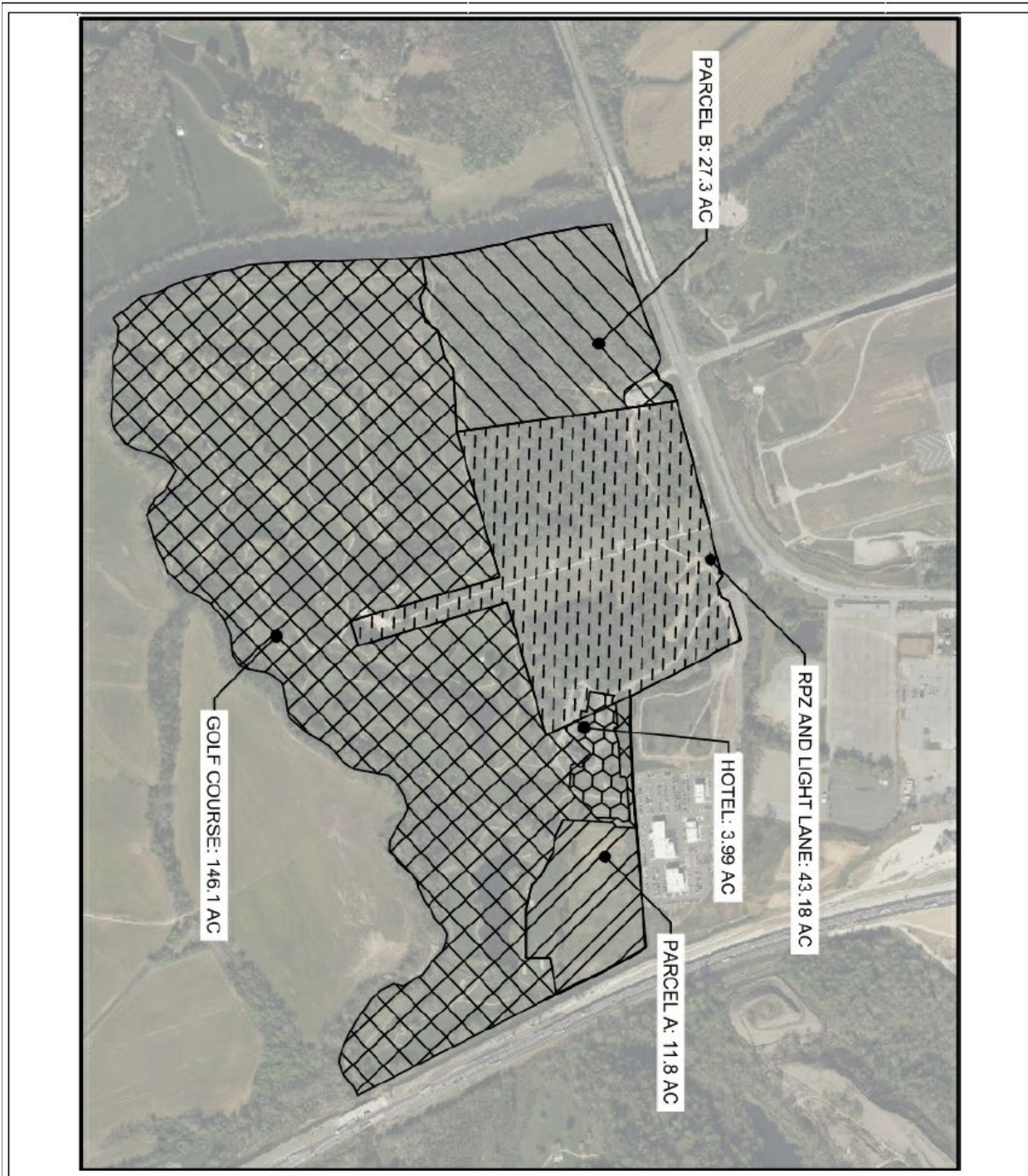


By: Zeke C. Cooper
Owner & Managing Member

3/7/25

Date

Exhibit A Premises



ASHEVILLE REGIONAL AIRPORT

DREAMCATCHER BROADMOOR, LLC
EXHIBIT A

Exhibit B
Existing Furnishings and Equipment
To be replaced upon completion and become Exhibit B-1
Page 1 of 7

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/Salsamander	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

**Exhibit B
Existing Furnishings and Equipment
Page 2 of 7**

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

Exhibit B Existing Furnishings and Equipment Page 3 of 7

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

Exhibit B Existing Furnishings and Equipment Page 4 of 7

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.

Sales Tax (7.0%)	\$1,629.46
Total	\$24,907.46

Exhibit B Existing Furnishings and Equipment Page 5 of 7

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

Exhibit B

Existing Furnishings and Equipment

Page 6 of 7

Golf - Kitchen Equipment Inventory

Kitchen/Bar Inventory	Leased/ Owned	Condition	year
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
Event Inventory	How many	Condition	
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

Exhibit B
Existing Furnishings and Equipment
Page 7 of 7

Golf Event Inventory

CHAIRS	Quantity
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
TABLES	
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
ACCESSORIES	
White Wooden arch	
White Metal arch	
Podium	
American Flag	
Fire place	
Green Spiral Plants	2
Projector Screen Pre Hung	
Projector Screen Free Standing	
Easels	
FOOD AND BEVERAGE	
Rectangle Chaffing Dishes.....	
Ice Bucket	2
Glass Beverage Dispenser	2
Beverage Carts/Ice chest	
LINEN (LEASED)	
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	

Exhibit C Percentage Rent Monthly Report

		Asheville Regional Airport Golf Course Gross Sales Monthly Sales Report		
		YTD Gross Sales	YTD Gross Expenses	Profit
Month and Year	Oct 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Nov 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Dec 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Jan 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Feb 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Mar 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	April 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	May 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	June 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	July 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Aug 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Month and Year	Sept 20__			
Sales per Month	\$0.00	\$0.00	\$0.00	\$0.00
Total Annual Gross Sales		\$0.00	\$0.00	\$0.00
I certify that this is a true and accurate statement of Gross Receipts in accordance with the terms of our Concession Agreement and Lease with the Greater Asheville Regional Airport Authority for the month and year listed above.				
Signature:				
Title:				
Date:				
Phone Number:				

Exhibit D
Insurance Requirements
Page 1 of 2

At least three business days prior to the Effective Date of this Lease and at least ten days prior to the expiration of any policy or policies theretofore provided hereunder by Lessee, Lessee 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 30 days' written notice thereof to Authority. 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 Lessee's use or occupancy of, or the conduct of its operations on the Premises,

A. 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 Lessee, 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 Lessee's use or occupancy of, or the conduct of its operations on, the Premises and any improvements thereto, in such form and with such company 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 Lessee's covenants to and indemnification of the Authority under this Agreement, and with the insurance company obligated to use counsel agreed upon by the Parties and competent in this area of insurance defense 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,

B. Workers Compensation Insurance as required by the laws of North Carolina; provided, however, that Lessee 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.

Lessee shall purchase and maintain throughout the Term of this Agreement the following insurance:

Exhibit D
Insurance Requirements
Page 2 of 2

Minimum Limits of Insurance

Lessee, or any party the Lessee 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:**
 - (i) \$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. **PROPERTY INSURANCE:** Insurance against loss of or damage to all buildings, improvements, equipment, and fixtures on the Premises resulting from fire, lightning, vandalism, malicious mischief, those risks ordinarily defined as "all risk coverage." Such property insurance shall be in amount equal to the full replacement cost of said buildings, improvements, equipment, and fixtures, including all required code upgrades.

5. **BUSINESS INTERRUPTION INSURANCE:** Insurance equal to 100% of the rental requirements herein stated, including fixed rents and percentage rents, which shall be based on an annual average computed on the most recent twelve-month period.

6. **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

7. **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;

8. **POLLUTION LIABILITY/ENVIRONMENTAL IMPAIRMENT:**
 - (i) \$1,000,000 per occurrence.

Exhibit E

**Project Design
Intentionally Blank**

**Will be updated following completion of renovations to 18-Hole Golf
Course, Clubhouse and Maintenance Building**



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: March 14, 2025

ITEM DESCRIPTION – Information Section Item A

January 2025 Traffic Report – Asheville Regional Airport

SUMMARY

January 2025 overall passenger traffic numbers were down 8.4% compared to the same period last year. Passenger traffic numbers reflect an 8.7% decrease in passenger enplanements from January 2024. Enplanements for Fiscal Year to Date total 622,636 which is a 13.0% decrease over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in January 2025 were down by 13.4%. There were 25 flight cancellations for the month.

American Airlines: American's January 2025 passenger enplanements represent a 4.0% decrease over the same period last year. There were 17 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in January 2025 increased by 6.4% compared to January 2024. There were no flight cancellations for the month.

United Airlines: In January 2025, United Airlines saw a decrease in enplanements by 27.6% over the same period last year. There was 1 flight cancellation for the month.

Monthly Traffic Report

Asheville Regional Airport

January, 2025



Category	Jan 2025	Jan 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change	*MOV12-2025	*MOV12-2024	Percentage Change
Passenger Traffic									
Enplaned	63,282	69,298	-8.7%	63,282	69,298	-8.7%	1,088,181	1,131,857	-3.9%
Deplaned	59,978	65,332	-8.2%	59,978	65,332	-8.2%	1,074,574	1,126,067	-4.6%
Total	123,260	134,630	-8.4 %	123,260	134,630	-8.4 %	2,162,755	2,257,924	-4.2 %
Aircraft Operations									
Airlines	1,381	1,608	-14.1%	1,381	1,608	-14.1%	22,047	21,539	2.4%
Commuter/Air Taxi	417	331	26.0%	417	331	26.0%	9,612	9,858	-2.5%
Subtotal	1,798	1,939	-7.3 %	1,798	1,939	-7.3 %	31,659	31,397	0.8 %
General Aviation	2,136	2,386	-10.5%	2,136	2,386	-10.5%	41,762	45,053	-7.3%
Military	189	244	-22.5%	189	244	-22.5%	3,247	3,898	-16.7%
Subtotal	2,325	2,630	-11.6 %	2,325	2,630	-11.6 %	45,009	48,951	-8.1 %
Total	4,123	4,569	-9.8 %	4,123	4,569	-9.8 %	76,668	80,348	-4.6 %
Fuel Gallons									
FF-100LL	7,547	7,539	0.1%	7,547	7,539	0.1%	168,238	193,978	-13.3%
FF-JETA-GA	120,019	67,782	77.1%	120,019	67,782	77.1%	1,858,606	1,899,855	-2.2%
Subtotal	127,566	75,321	69.4 %	127,566	75,321	69.4 %	2,026,844	2,093,833	-3.2 %
FF-JETA-AL	653,408	797,805	-18.1%	653,408	797,805	-18.1%	11,500,508	11,316,142	1.6%
Subtotal	653,408	797,805	-18.1 %	653,408	797,805	-18.1 %	11,500,508	11,316,142	1.6 %
Total	780,974	873,126	-10.6 %	780,974	873,126	-10.6 %	13,527,352	13,409,975	0.9 %

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

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

January, 2025



	Jan 2025	Jan 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change
Allegiant Air						
Enplanements	27,079	31,265	-13.39%	27,079	31,265	-13.39%
Seats	35,807	41,103	-12.88%	35,807	41,103	-12.88%
Load Factor	75.62%	76.07%	-00.59%	75.62%	76.07%	-00.59%
American Airlines						
Enplanements	16,718	17,405	-03.95%	16,718	17,405	-03.95%
Seats	20,516	24,896	-17.59%	20,516	24,896	-17.59%
Load Factor	81.49%	69.91%	16.56%	81.49%	69.91%	16.56%
Delta Air Lines						
Enplanements	14,321	13,458	06.41%	14,321	13,458	06.41%
Seats	16,168	18,794	-13.97%	16,168	18,794	-13.97%
Load Factor	88.58%	71.61%	23.70%	88.58%	71.61%	23.70%
Sun Country						
Enplanements	0	41	-100.00%	0	41	-100.00%
Seats	0	372	-100.00%	0	372	-100.00%
Load Factor	00.00%	11.02%	-100.00%	00.00%	11.02%	-100.00%
United Airlines						
Enplanements	5,164	7,129	-27.56%	5,164	7,129	-27.56%
Seats	6,180	8,360	-26.08%	6,180	8,360	-26.08%
Load Factor	83.56%	85.28%	-02.02%	83.56%	85.28%	-02.02%
Totals						
Enplanements	63,282	69,298	-08.68%	63,282	69,298	-08.68%
Seats	78,671	93,525	-15.88%	78,671	93,525	-15.88%
Load Factor	80.44%	74.10%	08.56%	80.44%	74.10%	08.56%

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

Airline Flight Completions Asheville Regional Airport January, 2025

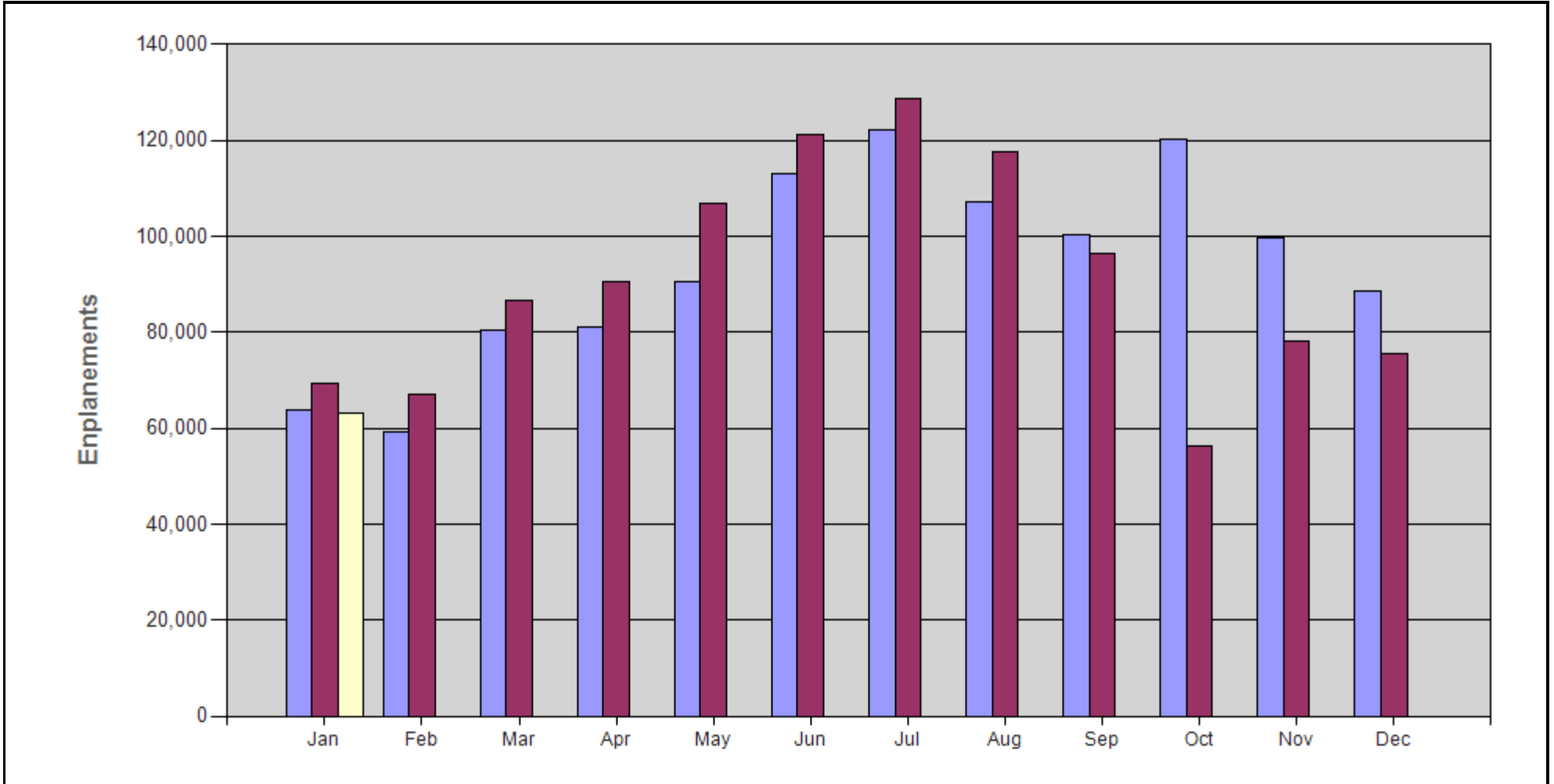


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	232	0	0	0	25	25	89.2%
American Airlines	306	0	0	17	0	17	94.4%
Delta Air Lines	185	0	0	0	0	0	100.0%
United Airlines	93	0	0	1	0	1	98.9%
Total	816	0	0	18	25	43	94.7%

Monthly Enplanements By Year

Asheville Regional Airport

January, 2025

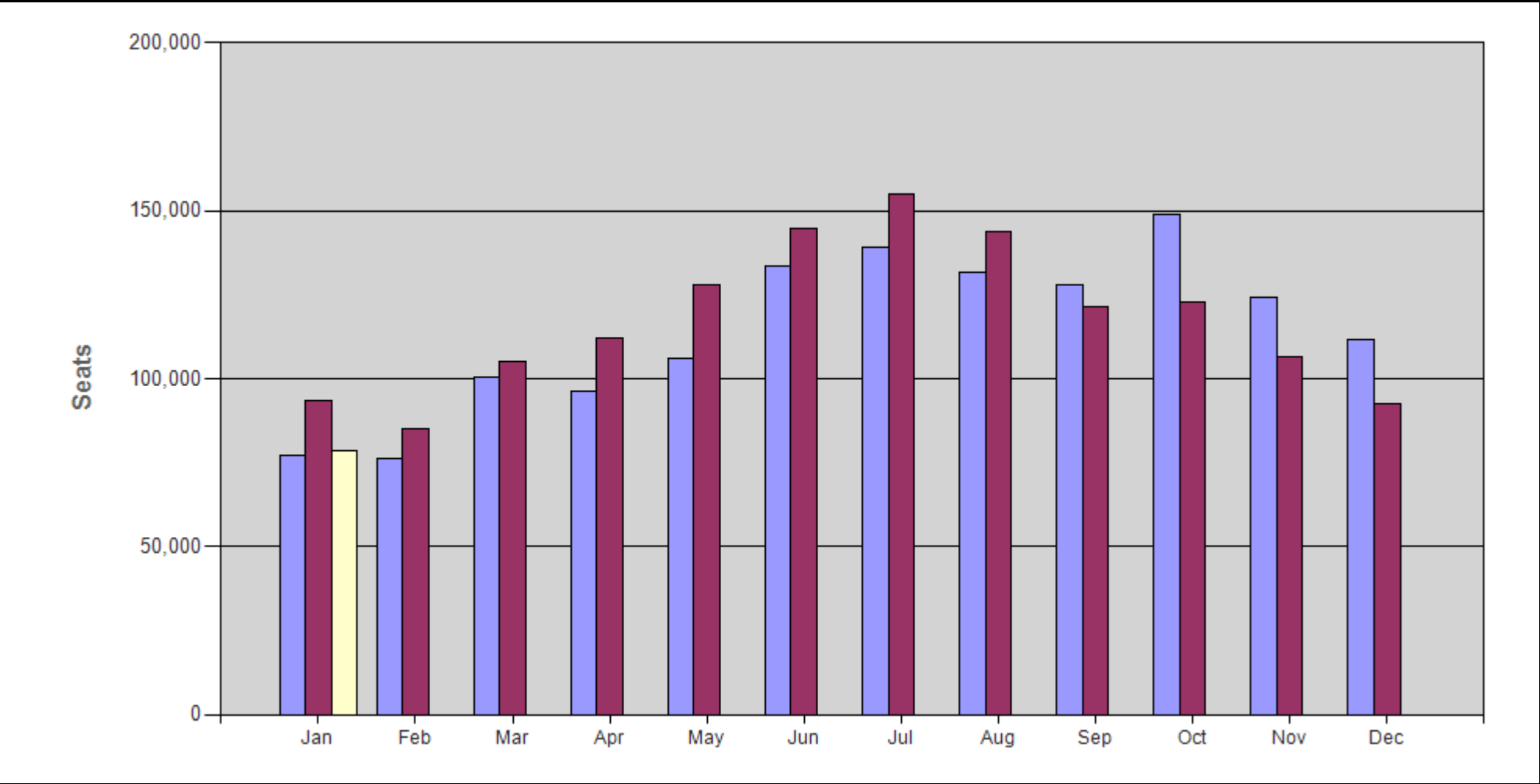


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942	86,585	90,518	106,873	121,083	128,856	117,738	96,274	56,335	78,083	75,612
	2025	63,282											

Monthly Seats By Year

Asheville Regional Airport

January, 2025

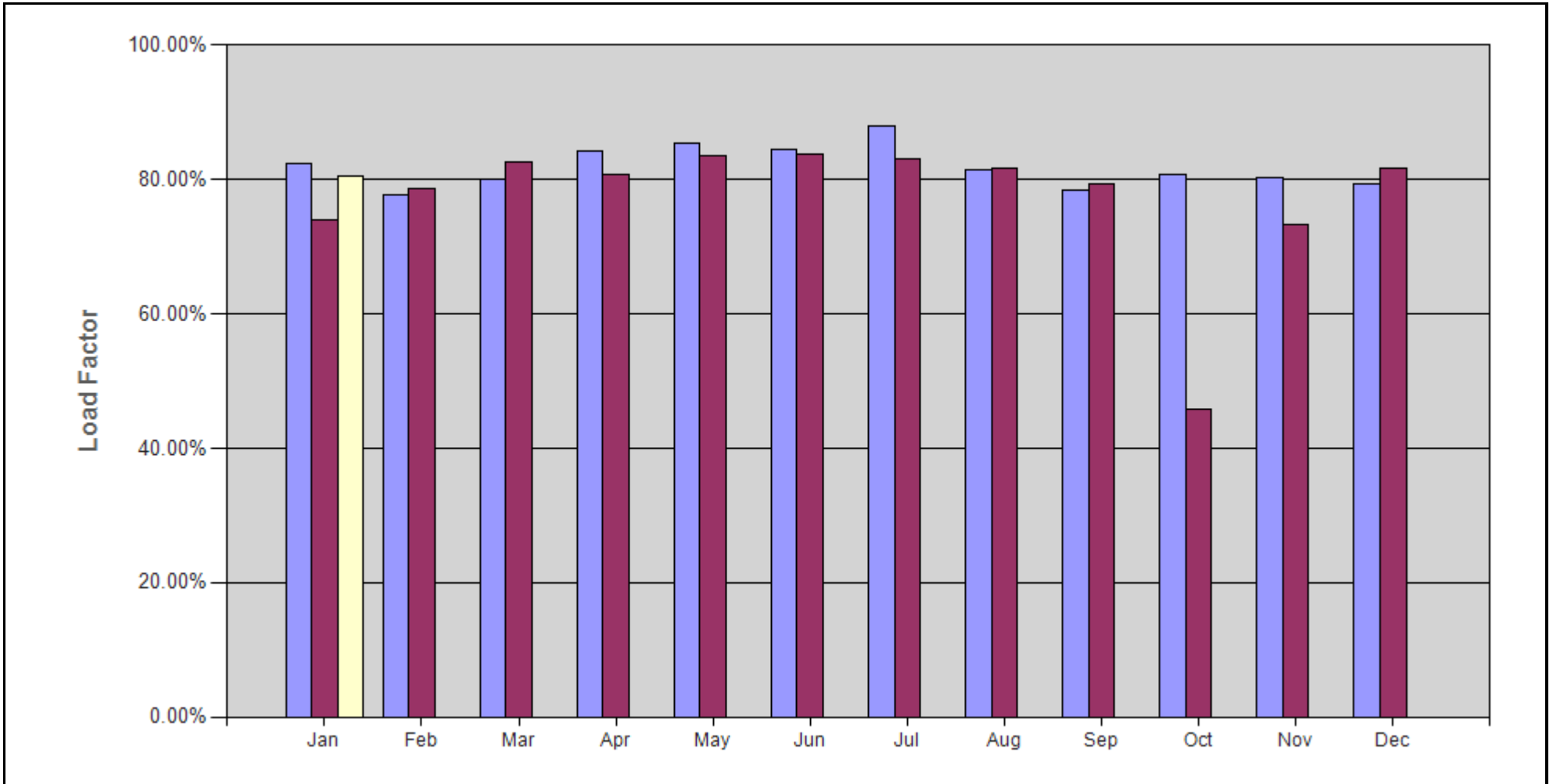


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	85,102	104,933	112,150	128,091	144,497	155,097	143,970	121,457	122,864	106,380	92,511
	2025	78,671											

Monthly Load Factors By Year

Asheville Regional Airport

January, 2025

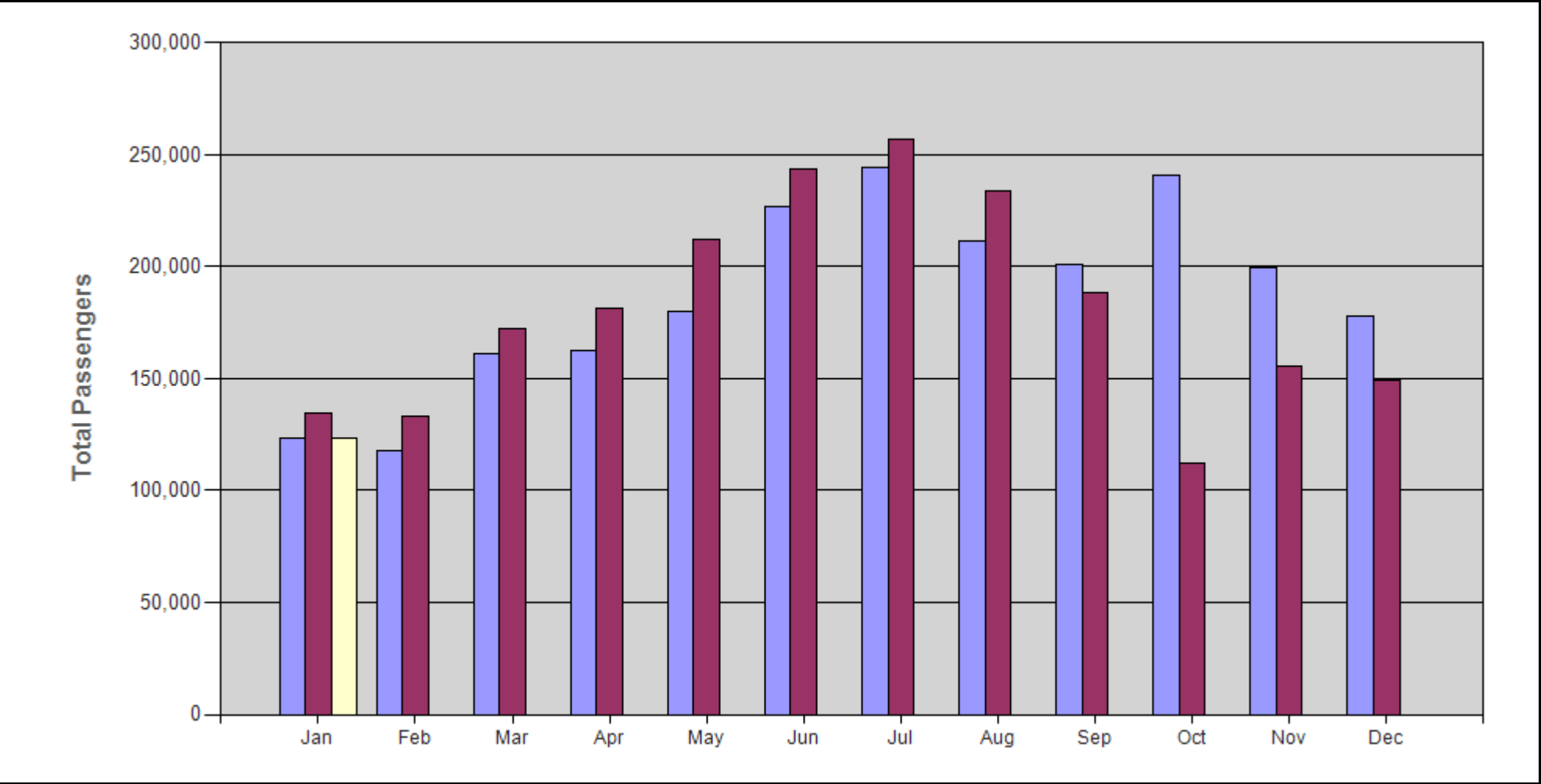


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	78.66%	82.51%	80.71%	83.44%	83.80%	83.08%	81.78%	79.27%	45.85%	73.40%	81.73%
	2025	80.44%											

Total Monthly Passengers By Year

Asheville Regional Airport

January, 2025

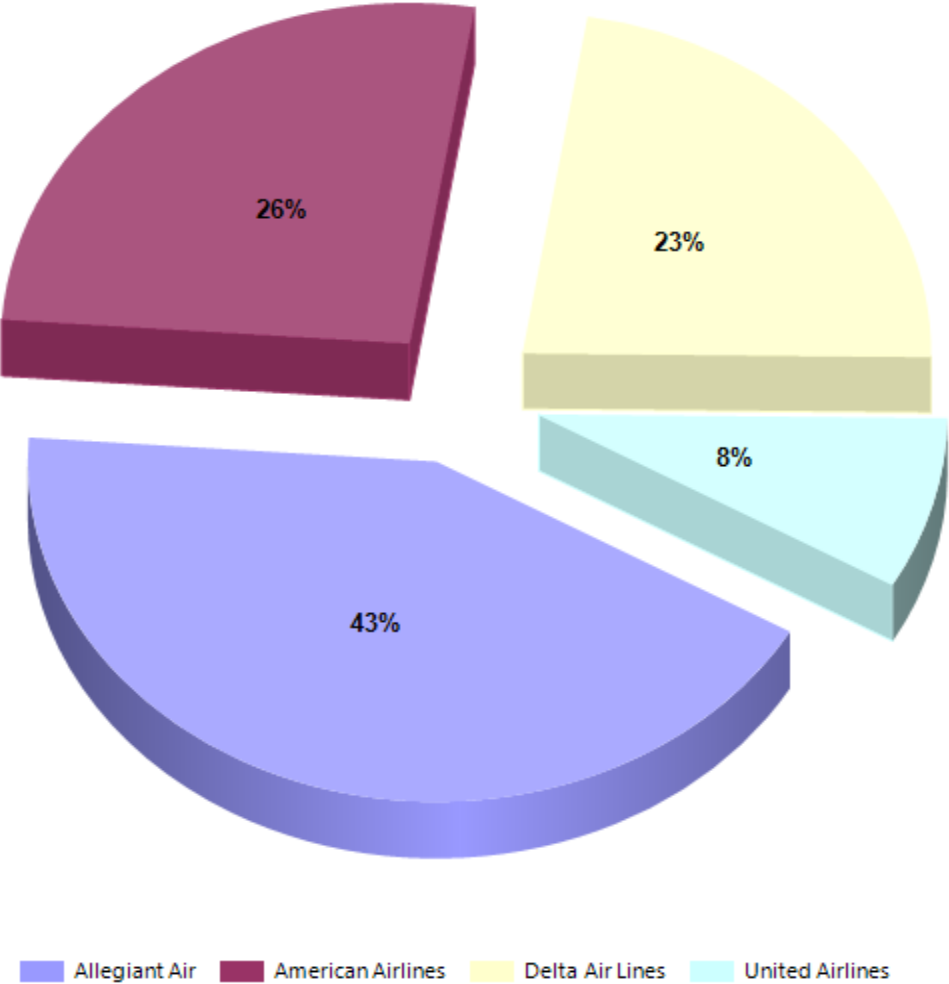


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022	172,380	181,705	212,267	243,473	257,095	234,053	188,581	112,191	155,790	148,938
	2025	123,260											

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

January, 2025



AVL - Three month schedule Summary Report
 April 2025 to June 2025 vs. April 2024 to June 2024

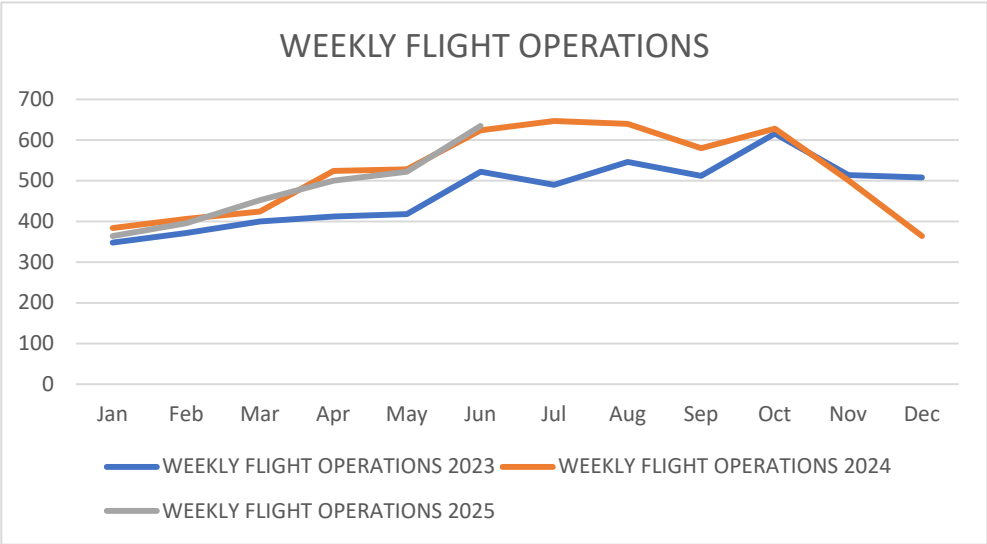
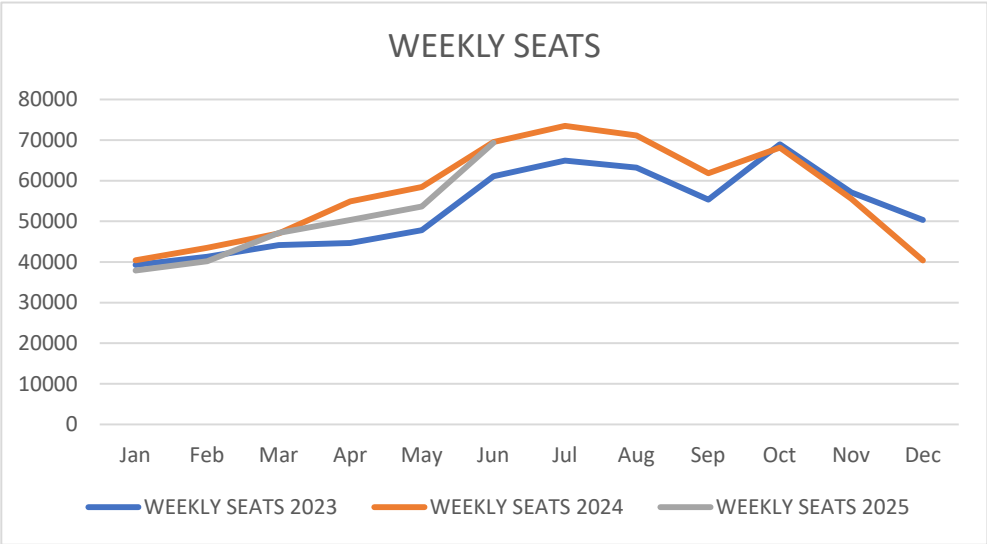
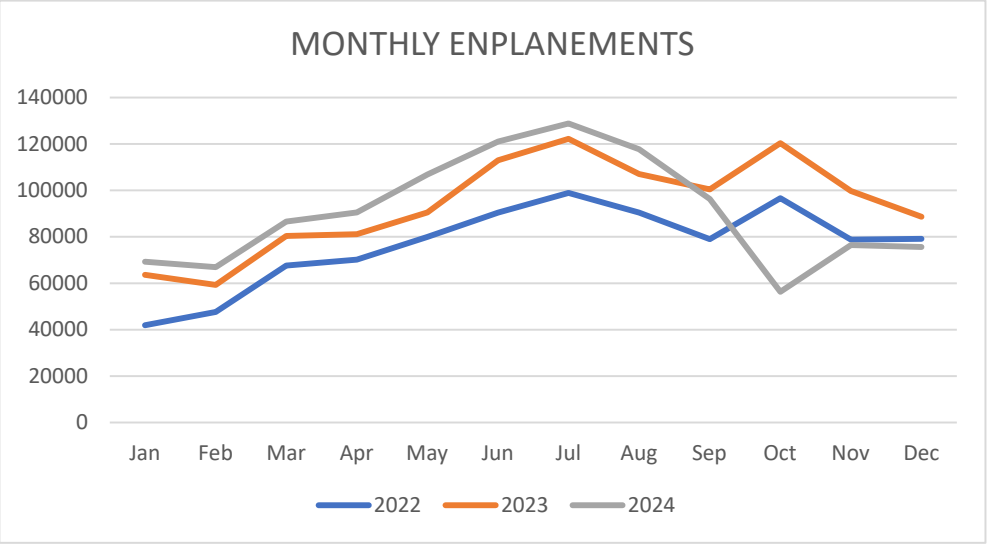
26-Feb-25

Note: Representative of a sample week of a given month

Mkt AI	Travel Period		Apr 2025		Apr 2024		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AVL-CLT	AVL	CLT	42	3,402	55	3,974	(13)	(572)	(23.6%)	(14.4%)
AA	CLT-AVL	CLT	AVL	42	3,402	55	3,974	(13)	(572)	(23.6%)	(14.4%)
AA	AVL-DCA	AVL	DCA	7	532	14	910	(7)	(378)	(50.0%)	(41.5%)
AA	DCA-AVL	DCA	AVL	7	532	14	910	(7)	(378)	(50.0%)	(41.5%)
AA	AVL-DFW	AVL	DFW	7	532	11	1,132	(4)	(600)	(36.4%)	(53.0%)
AA	DFW-AVL	DFW	AVL	7	532	11	1,132	(4)	(600)	(36.4%)	(53.0%)
AA	AVL-LGA	AVL	LGA	9	684	7	532	2	152	28.6%	28.6%
AA	LGA-AVL	LGA	AVL	9	684	7	532	2	152	28.6%	28.6%
AA	AVL-MIA	AVL	MIA	7	532	0	0	7	532	-	-
AA	MIA-AVL	MIA	AVL	7	532	0	0	7	532	-	-
AA	AVL-ORD	AVL	ORD	7	532	7	350	0	182	0.0%	52.0%
AA	ORD-AVL	ORD	AVL	7	532	7	350	0	182	0.0%	52.0%
AA	AVL-PHL	AVL	PHL	7	350	7	350	0	0	0.0%	0.0%
AA	PHL-AVL	PHL	AVL	7	350	7	350	0	0	0.0%	0.0%
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	47	4,347	45	4,950	2	(603)	4.4%	(12.2%)
DL	AVL-ATL	AVL	ATL	47	4,347	45	4,950	2	(603)	4.4%	(12.2%)
DL	AVL-LGA	AVL	LGA	13	988	13	952	0	36	0.0%	3.8%
DL	LGA-AVL	LGA	AVL	13	988	13	952	0	36	0.0%	3.8%
DL	AVL-MSP	AVL	MSP	0	0	7	924	(7)	(924)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	AVL	0	0	7	924	(7)	(924)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	AUS	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	BOS	7	1,092	4	744	3	348	75.0%	46.8%
G4	BOS-AVL	BOS	AVL	7	1,092	4	744	3	348	75.0%	46.8%
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	DEN-AVL	DEN	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-EWR	AVL	EWR	3	468	2	372	1	96	50.0%	25.8%
G4	EWR-AVL	EWR	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-EYW	AVL	EYW	3	468	2	312	1	156	50.0%	50.0%
G4	EYW-AVL	EYW	AVL	3	468	2	312	1	156	50.0%	50.0%
G4	AVL-FLL	AVL	FLL	13	2,028	12	2,232	1	(204)	8.3%	(9.1%)
G4	FLL-AVL	FLL	AVL	13	2,028	12	2,232	1	(204)	8.3%	(9.1%)
G4	AVL-HOU	AVL	HOU	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	HOU-AVL	HOU	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-LAS	AVL	LAS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	LAS-AVL	LAS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-MCO	AVL	MCO	3	468	0	0	3	468	-	-
G4	MCO-AVL	MCO	AVL	3	468	0	0	3	468	-	-
G4	AVL-MDW	AVL	MDW	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL	PBI	3	468	2	372	1	96	50.0%	25.8%
G4	PBI-AVL	PBI	AVL	3	468	2	372	1	96	50.0%	25.8%
G4	AVL-PGD	AVL	PGD	4	624	3	558	1	66	33.3%	11.8%
G4	PGD-AVL	PGD	AVL	4	624	3	558	1	66	33.3%	11.8%
G4	AVL-PHX	AVL	PHX	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	PHX-AVL	PHX	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-PIE	AVL	PIE	9	1,530	7	1,242	2	288	28.6%	23.2%
G4	PIE-AVL	PIE	AVL	9	1,530	7	1,242	2	288	28.6%	23.2%
G4	AVL-SFB	AVL	SFB	10	1,764	6	1,116	4	648	66.7%	58.1%
G4	SFB-AVL	SFB	AVL	10	1,764	6	1,116	4	648	66.7%	58.1%
G4	AVL-SRQ	AVL	SRQ	4	624	2	372	2	252	100.0%	67.7%
G4	SRQ-AVL	SRQ	AVL	4	624	2	372	2	252	100.0%	67.7%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	532	7	490	0	42	0.0%	8.6%
UA	DEN-AVL	DEN	AVL	7	532	7	490	0	42	0.0%	8.6%
UA	AVL-EWR	AVL	EWR	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	EWR-AVL	EWR	AVL	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	AVL-ORD	AVL	ORD	21	1,232	21	1,336	0	(104)	0.0%	(7.8%)
UA	ORD-AVL	ORD	AVL	21	1,232	21	1,336	0	(104)	0.0%	(7.8%)
Total				500	50,214	518	53,996	(18)	(3,782)	(3.5%)	(7.0%)

Mkt AI	Travel Period		May 2025		May 2024		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AVL-CLT	AVL	CLT	40	3,680	53	4,679	(13)	(999)	(24.5%)	(21.4%)
AA	CLT-AVL	CLT	AVL	40	3,680	53	4,679	(13)	(999)	(24.5%)	(21.4%)
AA	AVL-DCA	AVL	DCA	14	910	14	910	0	0	0.0%	0.0%
AA	DCA-AVL	DCA	AVL	14	910	14	910	0	0	0.0%	0.0%
AA	AVL-DFW	AVL	DFW	14	1,428	14	1,582	0	(154)	0.0%	(9.7%)
AA	DFW-AVL	DFW	AVL	14	1,428	14	1,582	0	(154)	0.0%	(9.7%)
AA	AVL-LGA	AVL	LGA	9	596	7	532	2	64	28.6%	12.0%
AA	LGA-AVL	LGA	AVL	9	596	7	532	2	64	28.6%	12.0%
AA	AVL-MIA	AVL	MIA	7	532	0	0	7	532	-	-
AA	MIA-AVL	MIA	AVL	7	532	0	0	7	532	-	-
AA	AVL-ORD	AVL	ORD	7	532	7	455	0	77	0.0%	16.9%
AA	ORD-AVL	ORD	AVL	7	532	7	455	0	77	0.0%	16.9%
AA	AVL-PHL	AVL	PHL	13	650	8	426	5	224	62.5%	52.6%
AA	PHL-AVL	PHL	AVL	13	650	8	426	5	224	62.5%	52.6%
B6	AVL-BOS	AVL	BOS	2	280	0	0	2	280	-	-
B6	BOS-AVL	BOS	AVL	2	280	0	0	2	280	-	-
DL	ATL-AVL	ATL	AVL	47	4,660	45	4,950	2	(290)	4.4%	(5.9%)
DL	AVL-ATL	AVL	ATL	47	4,660	45	4,950	2	(290)	4.4%	(5.9%)
DL	AVL-LGA	AVL	LGA	13	988	13	988	0	0	0.0%	0.0%
DL	LGA-AVL	LGA	AVL	13	988	13	988	0	0	0.0%	0.0%
DL	AVL-MSP	AVL	MSP	0	0	7	999	(7)	(999)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	AVL	0	0	7	999	(7)	(999)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	AVL	2	336	2	312	0	24	0.0%	7.7%
G4	AVL-AUS	AVL	AUS	2	336	2	312	0	24	0.0%	7.7%
G4	AVL-BOS	AVL	BOS	4	696	2	372	2	324	100.0%	87.1%
G4	BOS-AVL	BOS	AVL	4	696	2	372	2	324	100.0%	87.1%
G4	AVL-BWI	AVL	BWI	0	0	3	558	(3)	(558)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	3	558	(3)	(558)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	DEN-AVL	DEN	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-EWR	AVL	EWR	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	12	2,088	12	2,232	0	(144)	0.0%	(6.5%)
G4	FLL-AVL	FLL	AVL	12	2,088	12	2,232	0	(144)	0.0%	(6.5%)
G4	AVL-HOU	AVL	HOU	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	HOU-AVL	HOU	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-LAS	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	1	180	2	372	(1)	(192)	(50.0%)	(51.6%)
G4	MCO-AVL	MCO	AVL	1	180	2	372	(1)	(192)	(50.0%)	(51.6%)
G4	AVL-MDW	AVL	MDW	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	MDW-AVL	MDW	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-MSP	AVL	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MSP-AVL	MSP	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PBI	AVL	PBI	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PBI-AVL	PBI	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PGD	AVL	PGD	3	516	4	744	(1)	(228)	(25.0%)	(30.6%)
G4	PGD-AVL	PGD	AVL	3	516	4	744	(1)	(228)	(25.0%)	(30.6%)
G4	AVL-PHX	AVL	PHX	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	PHX-AVL	PHX	AVL	2	336	2	372	0	(36)	0.0%	(9.7%)
G4	AVL-PIE	AVL	PIE	9	1,588	7	1,242	2	346	28.6%	27.9%
G4	PIE-AVL	PIE	AVL	9	1,588	7	1,242	2	346	28.6%	27.9%
G4	AVL-SFB	AVL	SFB	9	1,626	7	1,281	2	345	28.6%	26.9%
G4	SFB-AVL	SFB	AVL	9	1,626	7	1,281	2	345	28.6%	26.9%
G4	AVL-SRQ	AVL	SRQ	4	696	2	372	2	324	100.0%	87.1%
G4	SRQ-AVL	SRQ	AVL	4	696	2	372	2	324	100.0%	87.1%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	490	7	490	0	0	0.0%	0.0%
UA	DEN-AVL	DEN	AVL	7	490	7	490	0	0	0.0%	0.0%
UA	AVL-EWR	AVL	EWR	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	EWR-AVL	EWR	AVL	7	350	7	490	0	(140)	0.0%	(28.6%)
UA	AVL-ORD	AVL	ORD	21	1,232	21	1,584	0	(352)	0.0%	(22.2%)
UA	ORD-AVL	ORD	AVL	21	1,232	21	1,584	0	(352)	0.0%	(22.2%)
Total				522	53,628	528	58,460	(6)	(4,832)	(1.1%)	(8.3%)

Mkt AI	Travel Period			Jun 2025		Jun 2024		Diff YoY		Percent Diff YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AVL-CLT	AVL	CLT	42	3,454	49	3,669	(7)	(215)	(14.3%)	(5.9%)
AA	CLT-AVL	AVL	CLT	42	3,454	49	3,669	(7)	(215)	(14.3%)	(5.9%)
AA	AVL-DCA	AVL	DCA	14	910	14	987	0	(77)	0.0%	(7.8%)
AA	DCA-AVL	AVL	DCA	14	910	14	987	0	(77)	0.0%	(7.8%)
AA	AVL-DFW	AVL	DFW	15	1,704	15	1,698	0	6	0.0%	0.4%
AA	DFW-AVL	DFW	AVL	15	1,704	15	1,698	0	6	0.0%	0.4%
AA	AVL-LGA	AVL	LGA	9	684	7	532	2	152	28.6%	28.6%
AA	LGA-AVL	AVL	LGA	9	684	7	532	2	152	28.6%	28.6%
AA	AVL-MIA	AVL	MIA	7	532	7	532	0	0	0.0%	0.0%
AA	MIA-AVL	AVL	MIA	7	532	7	532	0	0	0.0%	0.0%
AA	AVL-ORD	AVL	ORD	14	987	13	845	1	142	7.7%	16.8%
AA	ORD-AVL	ORD	AVL	14	987	13	845	1	142	7.7%	16.8%
AA	AVL-PHL	AVL	PHL	14	726	14	726	0	0	0.0%	0.0%
AA	PHL-AVL	AVL	PHL	14	726	14	726	0	0	0.0%	0.0%
B6	AVL-BOS	AVL	BOS	4	560	7	940	(3)	(380)	(42.9%)	(40.4%)
B6	BOS-AVL	BOS	AVL	4	560	7	940	(3)	(380)	(42.9%)	(40.4%)
DL	ATL-AVL	AVL	ATL	52	5,482	46	5,060	6	422	13.0%	8.3%
DL	AVL-ATL	AVL	ATL	52	5,482	46	5,060	6	422	13.0%	8.3%
DL	AVL-LGA	AVL	LGA	13	910	13	988	0	(78)	0.0%	(7.9%)
DL	LGA-AVL	AVL	LGA	13	910	13	988	0	(78)	0.0%	(7.9%)
DL	AVL-MSP	AVL	MSP	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
DL	MSP-AVL	MSP	AVL	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
G4	AUS-AVL	AVL	AUS	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-AUS	AVL	AUS	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-BOS	AVL	BOS	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	BOS-AVL	AVL	BOS	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	DEN-AVL	AVL	DEN	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-EWR	AVL	EWR	4	720	3	558	1	162	33.3%	29.0%
G4	EWR-AVL	AVL	EWR	4	720	3	558	1	162	33.3%	29.0%
G4	AVL-EYW	AVL	EYW	3	468	2	312	1	156	50.0%	50.0%
G4	EYW-AVL	AVL	EYW	3	468	2	312	1	156	50.0%	50.0%
G4	AVL-FLL	AVL	FLL	17	3,060	15	2,790	2	270	13.3%	9.7%
G4	FLL-AVL	AVL	FLL	17	3,060	15	2,790	2	270	13.3%	9.7%
G4	AVL-HOU	AVL	HOU	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	HOU-AVL	AVL	HOU	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-LAS	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	MCO-AVL	AVL	MCO	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-MDW	AVL	MDW	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MDW-AVL	AVL	MDW	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MSP	AVL	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MSP-AVL	AVL	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PBI	AVL	PBI	5	900	4	744	1	156	25.0%	21.0%
G4	PBI-AVL	AVL	PBI	5	900	4	744	1	156	25.0%	21.0%
G4	AVL-PGD	AVL	PGD	7	1,212	6	1,116	1	96	16.7%	8.6%
G4	PGD-AVL	AVL	PGD	7	1,212	6	1,116	1	96	16.7%	8.6%
G4	AVL-PHX	AVL	PHX	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PHX-AVL	AVL	PHX	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PIE	AVL	PIE	15	2,658	13	2,358	2	300	15.4%	12.7%
G4	PIE-AVL	AVL	PIE	15	2,658	13	2,358	2	300	15.4%	12.7%
G4	AVL-SFB	AVL	SFB	12	2,146	11	2,028	1	118	9.1%	5.8%
G4	SFB-AVL	AVL	SFB	12	2,146	11	2,028	1	118	9.1%	5.8%
G4	AVL-SRQ	AVL	SRQ	3	540	2	372	1	168	50.0%	45.2%
G4	SRQ-AVL	AVL	SRQ	3	540	2	372	1	168	50.0%	45.2%
G4	AVL-VPS	AVL	VPS	1	180	1	186	0	(6)	0.0%	(3.2%)
G4	VPS-AVL	AVL	VPS	1	180	1	186	0	(6)	0.0%	(3.2%)
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	570	7	882	0	(312)	0.0%	(35.4%)
UA	DEN-AVL	AVL	DEN	7	570	7	882	0	(312)	0.0%	(35.4%)
UA	AVL-EWR	AVL	EWR	13	650	14	1,010	(1)	(360)	(7.1%)	(35.6%)
UA	EWR-AVL	AVL	EWR	14	700	14	1,016	0	(316)	0.0%	(31.1%)
UA	AVL-ORD	AVL	ORD	21	1,202	18	1,264	3	(62)	16.7%	(4.9%)
UA	ORD-AVL	AVL	ORD	21	1,202	18	1,264	3	(62)	16.7%	(4.9%)
Total				635	69,352	632	71,344	3	(1,992)	0.5%	(2.8%)





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: March 14, 2025

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of January 2025

SUMMARY

Operating Revenues for the month of January were \$2,132,696, 3.2% over budget. Operating Expenses for the month were \$1,515,101, 15.5% under budget. As a result, Net Operating Revenues before Depreciation were \$617,595. Net Non-Operating Revenues were \$131,185.

Year-to-date Operating Revenues were \$17,453,532, 9.3% under budget. Year-to-date Operating Expenses were \$9,590,624, 28.6% under budget. Year-to-date Net Operating Revenues before Depreciation were \$7,862,908. Net Non-Operating Revenues for the year were \$2,349,279.

REVENUES

Significant variations to budget for January were:

Terminal space rent - airlines	(\$35,798)	(9.57%)	Under budget due to Hurricane Helene
Landing fees	(\$58,638)	(20.49%)	Under budget due to Hurricane Helene
Auto Parking	\$52,245	6.97%	Parking revenue higher than anticipated
Rental car-car rentals	\$49,721	18.28%	Rental car sales higher than budgeted
Ground transportation	\$39,791	128.77%	Commuter & tenant parking annual billing

Information Section – Item B



EXPENSES

Significant variations to budget for January were:

Professional services	(\$8,329)	(16.60%)	Professional services less than anticipated
Contractual services	(\$24,136)	(6.72%)	Required services and invoicing less than anticipated for month
Travel & training	(\$8,384)	(31.58%)	Minimal travel during month
Utility services	\$37,504	71.66%	Two months' invoicing paid during January
Promotional activities	\$9,357	24.20%	Airport Roundtable
Operating supplies	\$16,018	18.69%	Chemical deicer purchase

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$10.2M mostly due to terminal construction project.

Grants Receivable – Grants Receivable increased by \$3.2M due to the ATC tower construction.

Construction in Progress – Construction in Progress increased by \$12.4M mostly due to terminal and ATC tower construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$690K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of January 31, 2025**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	2.26%	\$ 20,240,006	\$ 54,741
NC Capital Management Trust - Cash Portfolio	4.29% *	33,345,309	121,099
Petty Cash		300	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue	2.26%	4,604,141	7,857
NC Capital Mgt Truts - PFC Revenue	4.29% *	19,722,615	71,626
BNY Mellon		864,546	
NC Capital Mgt Trust - 2022A Construction	4.29% *	172,735,960	627,205
NC Capital Mgt Trust - 2022A Parity Reserve	4.29% *	14,574,434	52,929
NC Capital Mgt Trust - 2022A Capitalized Interest	4.29% *	9,857,391	18,628
NC Capital Mgt Trust - 2023 Construction	4.29% *	38,256,257	138,934
NC Capital Mgt Trust - 2023 Capitalized Interest	4.29% *	9,525,279	18,673
 Total		 <u>\$ 323,726,238</u>	 <u>\$ 1,111,692</u>

* Interest Rate = 30-day yield at month end

Investment Diversification:

Banks	8%
NC Capital Management Trust	92%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month January 2025**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 333,946,427	\$ 337,960,462
Net Income/(Loss) Before Capital Contributions	58,497	779,275
Depreciation	690,283	690,283
Decrease/(Increase) in Receivables	(3,156,287)	(188,651)
Increase/(Decrease) in Payables	1,374,604	1,593,545
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(12,383,655)	(11,210,125)
Principal Payments of Bond Maturities	-	-
Capital Contributions	3,196,369	4,321,638
Prior period adjustment - Forfeiture Funds	-	-
Increase(Decrease) in Cash	<u>(10,220,189)</u>	<u>(4,014,035)</u>
Cash and Investments End of Period	<u>\$ 323,726,238</u>	<u>\$ 333,946,427</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of January 31, 2025**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$53,585,615	\$65,018,827
Accounts Receivable	913,536	1,185,573
Passenger Facility Charges Receivable	350,000	200,000
Refundable Sales Tax Receivable	1,465,453	1,383,499
Grants Receivable	3,296,143	99,773
Prepaid Expenses	14,388,710	14,388,710
GASB 87 Short-term Lease Receivable	1,865,594	1,865,594
Total Unrestricted Assets	75,865,051	84,141,976
Restricted Assets:		
Cash and Cash Equivalents	270,140,623	268,927,601
Total Restricted Assets	270,140,623	268,927,601
Total Current Assets	346,005,674	353,069,577
Noncurrent Assets:		
Construction in Progress	231,097,485	218,713,830
Net Pension Asset - LGERS	(3,724,851)	(3,724,851)
Benefit Payment - OPEB	150,674	150,674
Contributions in Current Year	2,787,406	2,787,406
GASB 87 Long-term Lease Receivable	12,759,398	12,759,398
Property and Equipment - Net	170,199,601	170,889,884
Total Noncurrent Assets	413,269,713	401,576,341
	\$759,275,387	\$754,645,918
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$140,170	\$211,186
Customer Deposits	119,463	108,903
Unearned Revenue	307,201	339,042
Construction Contract Retainages	6,408,276	6,408,276
Revenue Bond Payable - Current	1,445,000	1,445,000
GASB 87 Short-term Deferred Revenue	2,215,750	2,215,750
Interest Payable	11,046,958	9,580,058
Total Payable from Unrestricted Assets	21,682,818	20,308,215
Total Current Liabilities	21,682,818	20,308,215
Noncurrent Liabilities:		
Pension Deferrals - OPEB	258,047	258,047
Other Postemployment Benefits	1,312,319	1,312,319
Compensated Absences	1,059,423	1,059,423
Net Pension Obligation-LEO Special Separation Allowance	942,674	942,674
GASB 87 Long-term Deferred Revenue	11,538,000	11,538,000
Revenue Bond Payable - 2016 - Noncurrent	9,415,000	9,415,000
Revenue Bond Payable - 2022A - Noncurrent	196,143,374	196,143,374
Revenue Bond Payable - 2023 - Noncurrent	187,899,320	187,899,320
Total Noncurrent Liabilities	408,568,157	408,568,157
Total Liabilities	430,250,975	428,876,372
Net Assets:		
Invested in Capital Assets	390,437,086	378,743,714
Restricted	270,140,623	268,927,601
Unrestricted	(331,553,297)	(321,901,769)
Total Net Assets	329,024,412	325,769,546
	\$759,275,387	\$754,645,918



Income Statement

Through 01/31/25
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,359.75	176,666.78	176,919.75	(252.97)	303,291.00	126,624.22
Terminal space rentals - airline	338,139.71	2,937,337.09	3,614,732.26	(677,395.17)	6,232,297.00	3,294,959.91
Landing fees	227,504.28	2,362,861.02	2,766,041.46	(403,180.44)	4,769,037.00	2,406,175.98
Concessions	87,209.29	692,376.40	727,465.00	(35,088.60)	1,254,250.00	561,873.60
Auto parking	802,245.42	6,485,501.75	7,250,000.00	(764,498.25)	12,500,000.00	6,014,498.25
Rental car - car rentals	321,783.57	2,690,961.31	2,629,941.56	61,019.75	4,534,382.00	1,843,420.69
Rental car - facility rent	72,183.66	505,285.62	491,583.17	13,702.45	842,714.00	337,428.38
Commerce ground transportation	70,690.74	321,424.75	298,700.00	22,724.75	515,000.00	193,575.25
FBOs	117,493.53	847,672.14	846,154.17	1,517.97	1,450,550.00	602,877.86
Building leases	3,961.63	19,879.40	24,160.59	(4,281.19)	38,038.00	18,158.60
Land leases	47,034.12	277,519.86	299,692.17	(22,172.31)	513,758.00	236,238.14
Other leases and fees	19,090.33	136,046.33	113,166.67	22,879.66	194,000.00	57,953.67
<i>Operating revenues Totals</i>	<u>\$2,132,696.03</u>	<u>\$17,453,532.45</u>	<u>\$19,238,556.79</u>	<u>(\$1,785,024.34)</u>	<u>\$33,147,317.00</u>	<u>\$15,693,784.55</u>
<i>Non-operating revenue and expense</i>						
Customer facility charges	201,168.00	1,841,554.00	1,609,200.00	232,354.00	2,682,000.00	840,446.00
Passenger facility charges	414,900.85	2,223,973.50	2,610,000.00	(386,026.50)	4,500,000.00	2,276,026.50
Interest revenue	1,111,692.46	9,445,206.22	5,950,000.00	3,495,206.22	10,200,000.00	754,793.78
Interest expense	(1,596,676.37)	(11,176,734.59)	(11,176,734.92)	.33	(19,160,117.00)	(7,983,382.41)
P-card rebate	.00	14,480.05	.00	14,480.05	.00	(14,480.05)
Miscellaneous	100.00	800.00	.00	800.00	.00	(800.00)
<i>Non-operating revenue and expense Totals</i>	<u>\$131,184.94</u>	<u>\$2,349,279.18</u>	<u>(\$1,007,534.92)</u>	<u>\$3,356,814.10</u>	<u>(\$1,778,117.00)</u>	<u>(\$4,127,396.18)</u>
Capital contributions	3,196,369.49	9,316,521.16	.00	9,316,521.16	.00	(9,316,521.16)



Income Statement

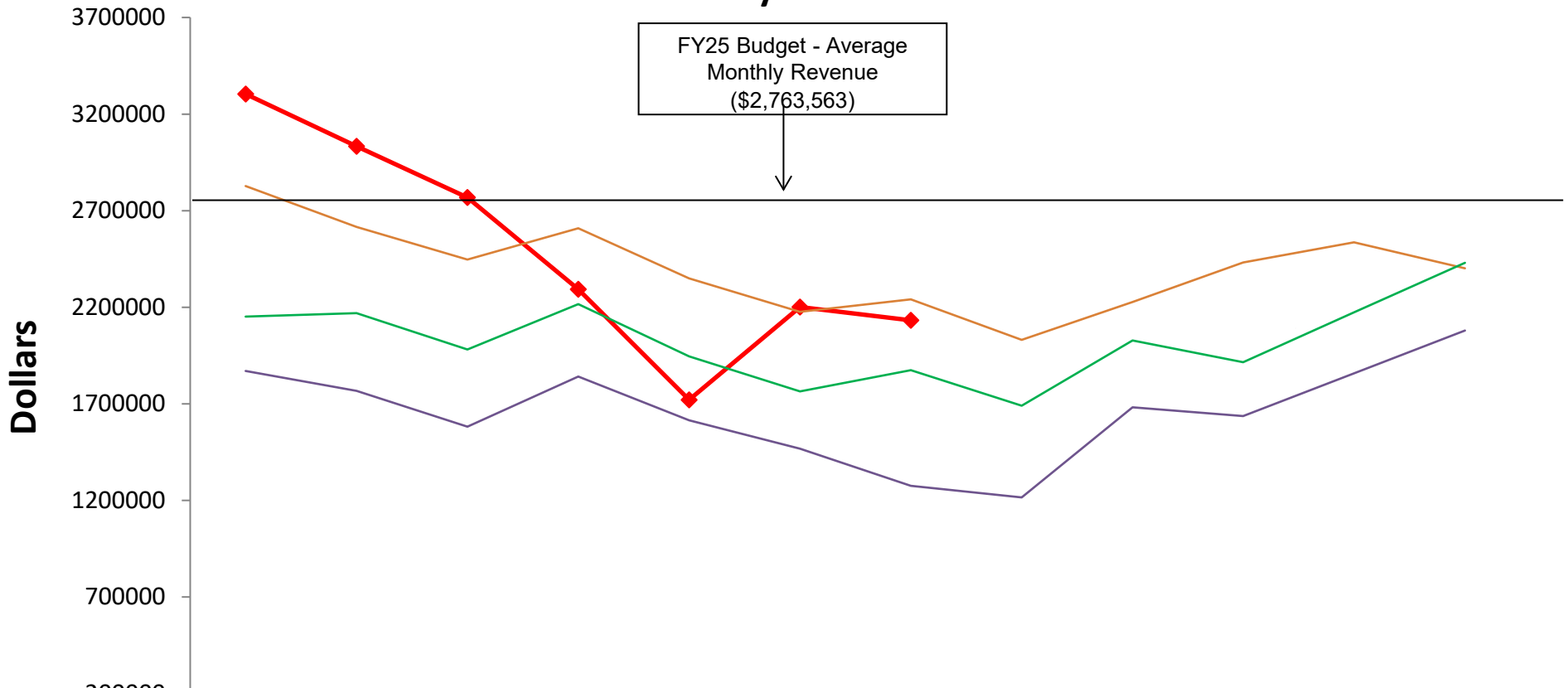
Through 01/31/25
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
<i>Operating expenses</i>						
Personnel services	801,652.23	5,880,928.80	7,868,668.44	(1,987,739.64)	13,637,207.00	7,756,278.20
Professional services	41,840.19	252,962.05	351,184.17	(98,222.12)	602,030.00	349,067.95
Other contractual services	334,859.20	1,547,515.75	2,512,964.42	(965,448.67)	4,307,939.00	2,760,423.25
Travel and training	18,163.97	69,852.43	185,838.33	(115,985.90)	318,580.00	248,727.57
Communications	2,733.63	31,362.19	41,620.83	(10,258.64)	71,350.00	39,987.81
Utility services	89,838.09	280,930.48	366,339.17	(85,408.69)	628,010.00	347,079.52
Rentals and leases	7,331.68	39,356.09	37,630.83	1,725.26	64,510.00	25,153.91
Insurance	2,098.00	407,591.09	432,000.00	(24,408.91)	480,000.00	72,408.91
Advertising, printing and binding	152.21	3,603.86	8,720.83	(5,116.97)	14,950.00	11,346.14
Promotional activities	48,023.97	96,440.29	270,666.67	(174,226.38)	464,000.00	367,559.71
Other current charges and obligations	8,341.16	43,107.24	65,420.83	(22,313.59)	112,150.00	69,042.76
Operating supplies	101,716.58	422,372.73	599,891.25	(177,518.52)	1,028,385.00	606,012.27
Publications, subscriptions, memberships, etc.	13,929.66	67,623.04	49,101.50	18,521.54	84,174.00	16,550.96
Repairs and maintenance	31,022.45	340,989.41	268,625.00	72,364.41	460,500.00	119,510.59
Small equipment	13,397.72	38,608.44	59,208.33	(20,599.89)	101,500.00	62,891.56
Contingency	.00	.00	58,333.33	(58,333.33)	100,000.00	100,000.00
Emergency repairs	.00	.00	29,166.67	(29,166.67)	50,000.00	50,000.00
Business development	.00	67,380.09	233,333.33	(165,953.24)	400,000.00	332,619.91
<i>Operating expenses Totals</i>	<u>\$1,515,100.74</u>	<u>\$9,590,623.98</u>	<u>\$13,438,713.94</u>	<u>(\$3,848,089.96)</u>	<u>\$22,925,285.00</u>	<u>\$13,334,661.02</u>
<i>Depreciation</i>						
Depreciation	690,283.00	4,831,981.00	.00	4,831,981.00	.00	(4,831,981.00)
<i>Depreciation Totals</i>	<u>\$690,283.00</u>	<u>\$4,831,981.00</u>	<u>\$0.00</u>	<u>\$4,831,981.00</u>	<u>\$0.00</u>	<u>(\$4,831,981.00)</u>
Grand Totals						
REVENUE TOTALS	5,460,250.46	29,119,332.79	18,231,021.87	10,888,310.92	31,369,200.00	2,249,867.21
EXPENSE TOTALS	2,205,383.74	14,422,604.98	13,438,713.94	983,891.04	22,925,285.00	8,502,680.02
Grand Total Net Gain (Loss)	<u>\$3,254,866.72</u>	<u>\$14,696,727.81</u>	<u>\$4,792,307.93</u>	<u>\$9,904,419.88</u>	<u>\$8,443,915.00</u>	<u>\$6,252,812.81</u>

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

January 2025



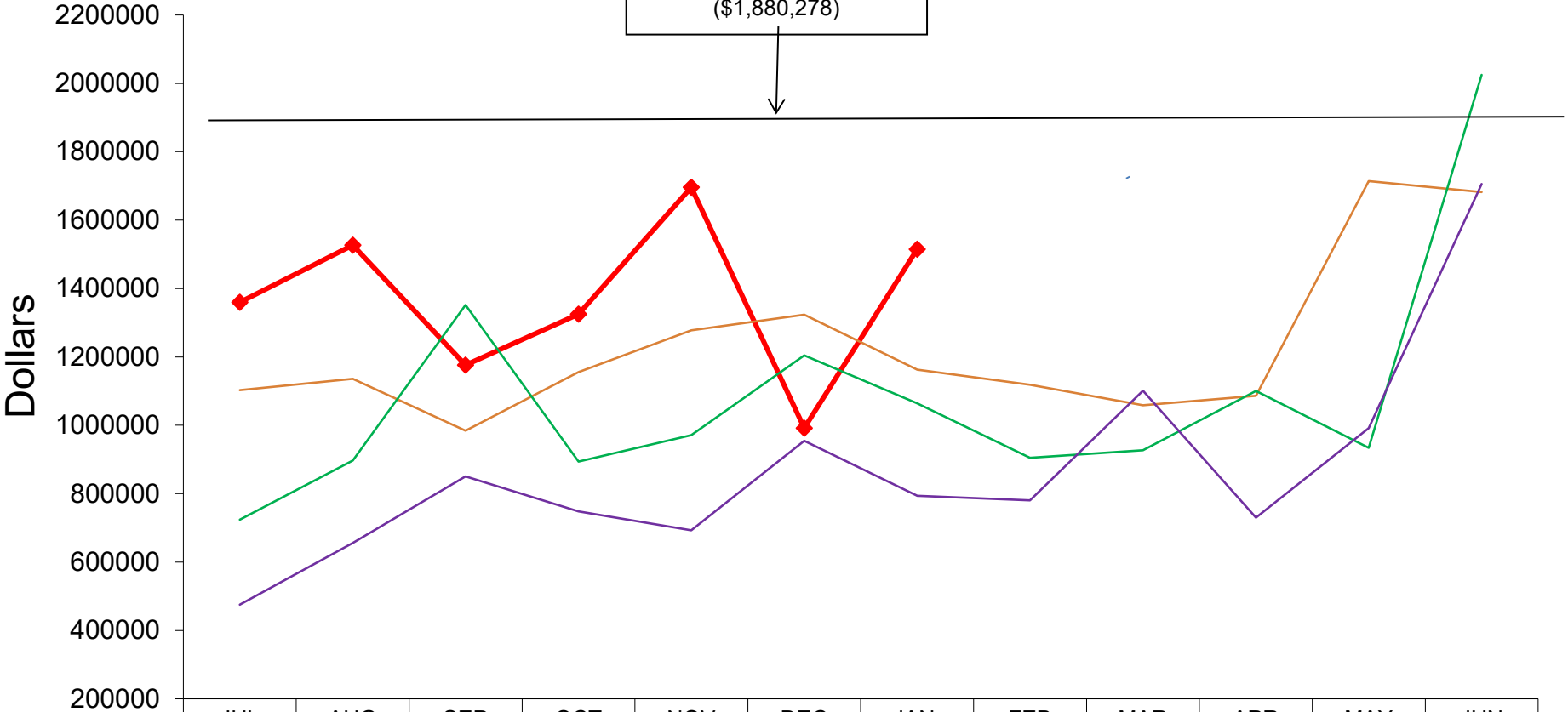
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
◆ 2025	3303967	3032969	2768582	2292634	1720983	2201701	2132696					
— 2024	2827482	2615398	2446265	2609082	2349134	2176799	2240605	2031187	2226599	2431758	2535942	2401361
— 2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
— 2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519

ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

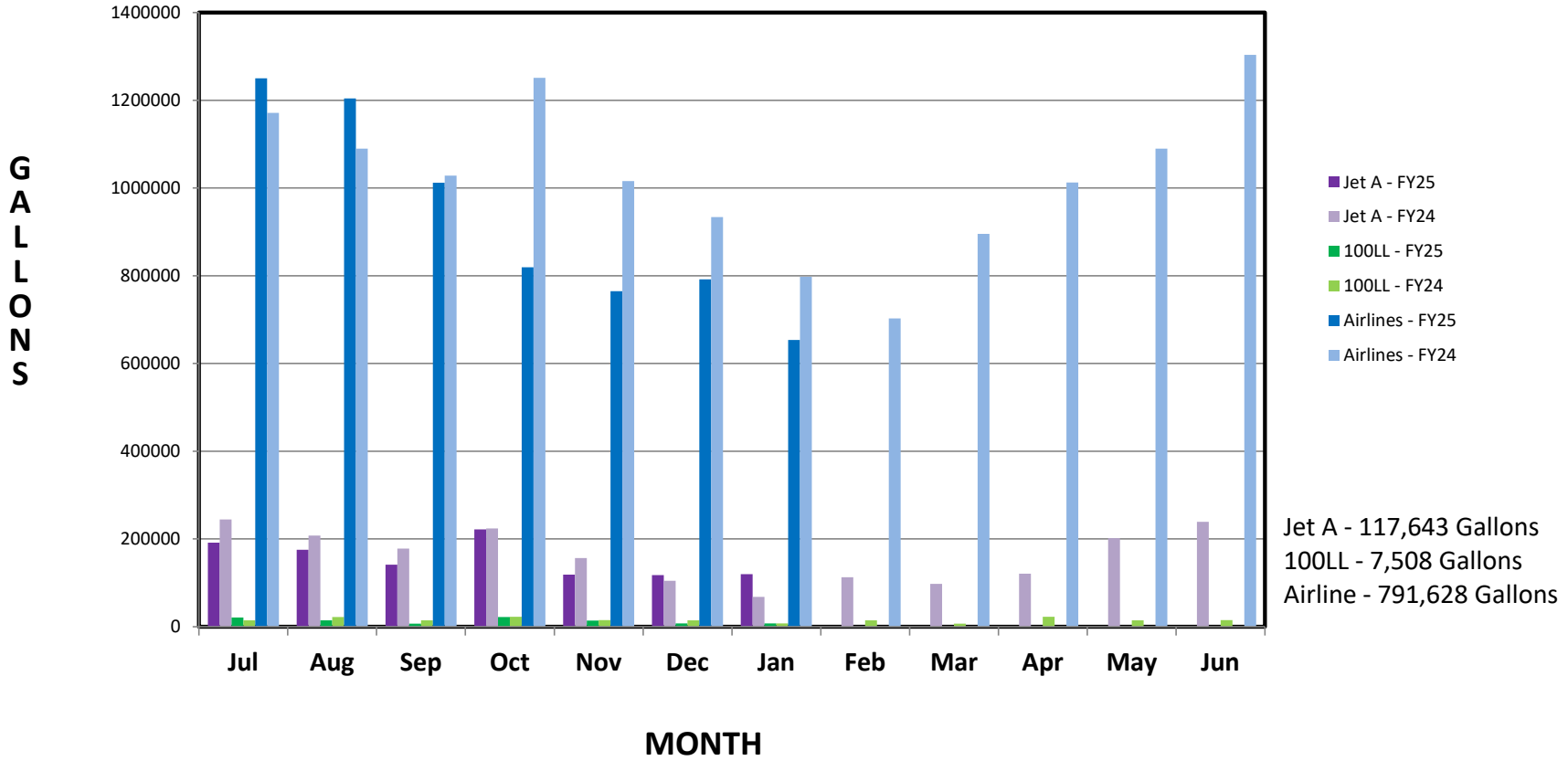
January 2025

FY 25 Budget - Average
Monthly Expenses
(\$1,880,278)

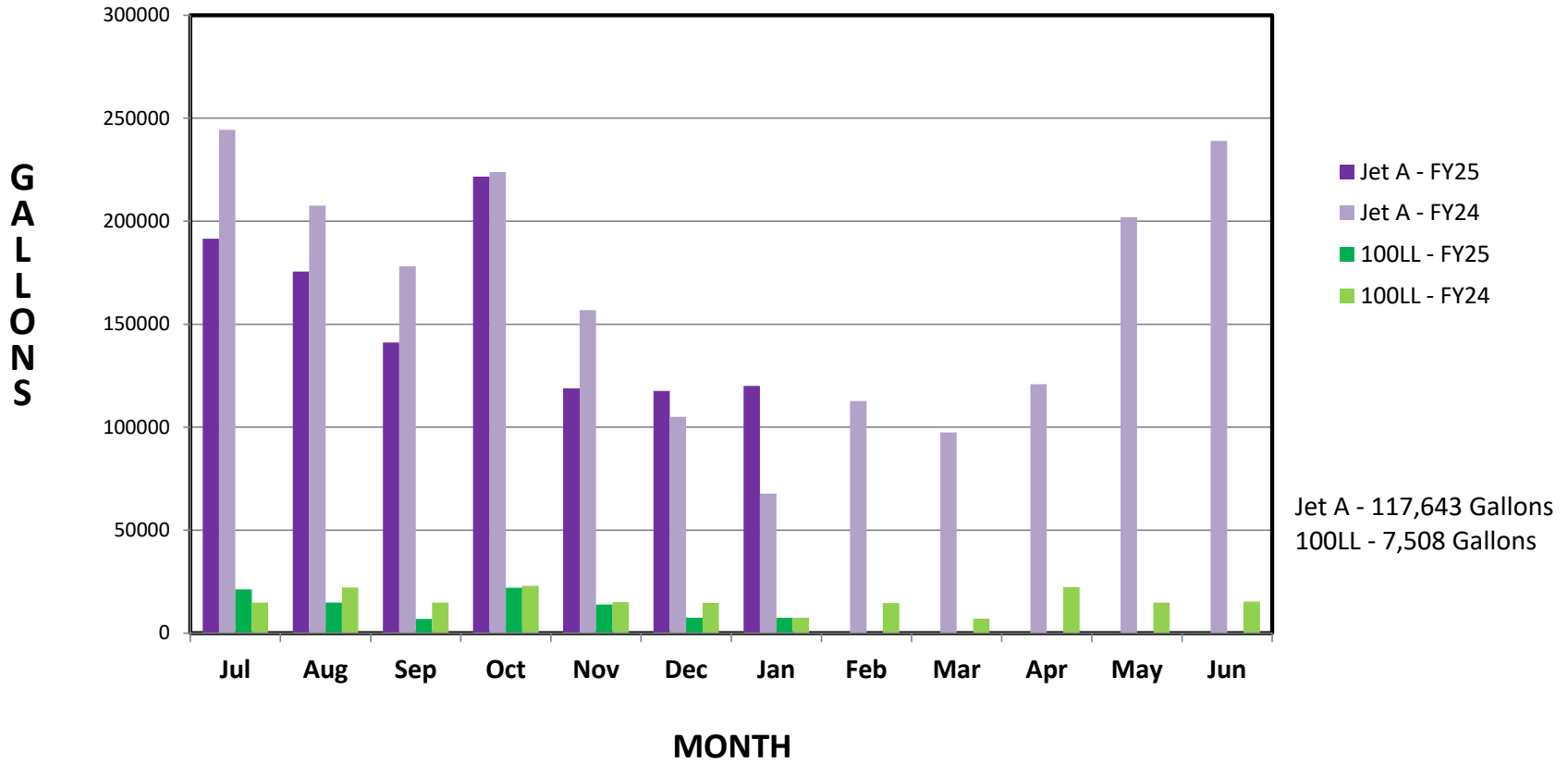


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
◆ 2025	1359848	1526496	1176297	1324945	1695955	991982	1515101					
— 2024	1103108	1135951	984187	1155931	1277375	1323577	1162760	1118844	1058605	1086390	1714067	1682357
— 2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
— 2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678

**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
January 2025**



ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
January 2025



Greater Asheville Regional Airport Authority
Construction Project Report - March 2025

Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 3/1/2025)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 3/1/2025)	Start Date	End Date	Current Project Status (as of 3/1/2025)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$8,335,433	60.4%	\$20,944,227	82.4%	\$17,264,381	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,661,444	N/A	N/A	\$0	0.0%	\$1,661,444	37.1%	\$616,374	Jul-23	Dec-27	Project management continues. Ongoing ORAT services.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	89.3%	\$4,490,988	Mar-21	May-25	CA services continue.
4	Air Traffic Control Tower	RPR Services	Parsons Transportation Group, Inc.	\$556,000	N/A	N/A	\$0	0.0%	\$556,000	67.4%	\$374,582	May-24	May-25	Project management continues.
5	Airport Master Plan	Update Current Master Plan	CHA	\$989,004	N/A	N/A	\$45,547	0.0%	\$1,034,551	97.1%	\$1,004,254	Jul-21	Apr-25	Waiting on Master Plan and ALP approval from FAA.
6	South Parking Lot	Design and Construction Administration	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	94.7%	\$431,189	Jan-23	May-25	CA Services in process.
7	Taxiway A Rehabilitation	Design and Construction Administration	AVCON	\$1,129,142	N/A	N/A	\$0	0.0%	\$1,129,142	19.9%	\$224,591	Jun-24	Dec-25	Design in process at 60%.
8	RON Apron	Design and Construction Administration	McFarland Johnson	\$408,380	N/A	N/A	\$0	0.0%	\$408,380	16.2%	\$66,076	Nov-24	Mar-26	Design services working towards 90%.
9	Overlook Parking Lot	Design and Construction Administration	Kimley-Horn	\$1,778,149	N/A	N/A	\$0	0.0%	\$1,778,149	10.1%	\$179,514	Nov-24	Mar-26	Design services continue. Ongoing environmental and surveying.

Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 3/1/2025)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 3/1/2025)	Start Date	End Date	Current Project Status (as of 3/1/2025)
1	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165 (Consolidated into one CGMP-3)	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$12,284,529	0.00%	\$358,077,350	43.6%	\$156,022,388	Jan-22	Apr-27	Terrazzo flooring continues. Escalators installed. Front canopy erected. Concession areas to start in March. Baggage Handling System equipment installation in progress. CEP commissioning under way. Bag Claim steel progressing.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	**\$2,539,297	0.00%	\$46,561,255	67.5%	\$31,433,759	Dec-22	May-25	Parking lot grading continues. Power to Base Building complete. Turning Base Building over to FAA in March. NCDOT progressing new road.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$488,047	0.00%	\$10,897,307	67.2%	\$7,324,846	Jun-23	May-25	ROFA Improvements work will begin in March.

** (CCDs & CO) *(bal of approved contract)

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**: President & CEO Supervision