



## **REVISED AGENDA**

Greater Asheville Regional Airport Authority Regular Meeting  
Friday, December 8, 2023, 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 November 17, 2023 Regular Meeting Minutes ([document](#))
  - B. Approval of the Greater Asheville Regional Airport Authority November 17, 2023 Closed Session Minutes
- V. OLD BUSINESS: None
- VI. NEW BUSINESS:
  - A. Award of Contract to Tarheel Paving and Asphalt Company, Inc. for the Reconstruction and Improvements to the Fuel Farm Road and Perimeter Road ([document](#))
  - B. Approval of a Concession Agreement and Lease with Boldyn Networks US, IV, LLC. and the Greater Asheville Regional Airport Authority ([document](#))



VII. PRESIDENT'S REPORT:

- A. Washington, DC Updates

VIII. INFORMATION SECTION:

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

- A. October 2023 Traffic Report ([document](#))
- B. October 2023 Monthly Financial Report ([document](#))
- C. December 2023 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
- None identified at this time

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING: January 19, 2023

XI. CLOSED SESSION:

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

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  
October-23**

**AIRPORT ACTIVITY**

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
<b>Passenger Enplanements</b>	120,329	24.5%	937,874	22.6%
<b>Aircraft Operations</b>				
Commercial	3,481	22.1%	26,256	16.2%
Scheduled Flights	1,337	9.8%		
Flight Cancellations	1			
Seats	149,005	31.0%	1,137,405	23.0%
Load Factor	81.0%	(4.7%)	82.0%	(1.2%)
General Aviation	4,242	(6.7%)	39,147	(4.1%)
Military	312	(39.1%)	3,120	(29.1%)

**FINANCIAL RESULTS**

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
<b>Operating Revenues</b>	\$ 2,609,082	15.0%	\$ 10,498,227	15.7%
<b>Operating Expenses</b>	1,155,931	(13.1%)	4,379,177	(23.0%)
<b>Net Operating Revenues before Depreciation</b>	<u>\$ 1,453,151</u>		<u>\$ 6,119,050</u>	
<b>Net Non-Operating Revenues</b>	<u>\$ 884,125</u>		<u>\$ 3,205,770</u>	
<b>Grants:</b>				
FAA AIP Grants	\$ 654,110		\$ 7,428,251	
NC Dept of Transportation Grants	-		-	
Total	<u>\$ 654,110</u>		<u>\$ 7,428,251</u>	

**CASH**

Restricted - PFC Revenue Account	\$ 17,228,593
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 567,751
Restricted - Bond Series 2022A	\$ 194,764,445
Restricted - Bond Series 2023	\$ 168,364,603
Designated for O&M Reserve	8,250,808
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	18,851,875
<b>Total</b>	<u>\$ 408,678,075</u>

**RECEIVABLES PAST DUE**

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	29,616	27,866	700	1,050
Allegiant	2,294	2,041	-	253
American	2,310	1,260	1,050	-
Delta	1,340	570	-	770
FAA	310	-	170	140
Paradies	5,513	-	-	5,513
Signature	550	550	-	-
Sun Country	10,748	10,748	-	-
TSA	2,670	810	70	1,790
Miscellaneous	1,895	-	50	1,845
<b>Total</b>	<u>\$ 57,246</u>	<u>\$ 43,845</u>	<u>\$ 2,040</u>	<u>\$ 11,361</u>
<b>% of Total Receivables</b>	<u>4.40%</u>			

Note: Excludes balances paid subsequent to month-end.

**REVENUE BONDS PAYABLE**

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 12,270,000
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>\$ 372,270,000</u>

**CAPITAL EXPENDITURES**

Annual Budget	\$ 394,922,027
Year-to-Date Spending	\$ 22,535,577

**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
November 17, 2023**

The Greater Asheville Regional Airport Authority (“Authority”) met on Friday, November 17, 2023 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; Carl H. Ricker, Jr.; Susan Russo Klein; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

**MEMBERS ABSENT:** None

**STAFF AND LEGAL COUNSEL PRESENT:** Cindy Rice, Authority Legal Counsel; Lew Bleiweis, President & CEO (“president”); Michael Reisman, Chief Operating Officer; Tina Kinsey, VP - Marketing, Public Relations and Air Service Development; 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; Rita Yanz, Planning Coordinator; and Ellen Heywood, Clerk to the Board

**ALSO PRESENT:** Amanda Sheridan, McFarland Johnson

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

**WELCOME AND SWEARING IN OF NEW BOARD MEMBER:** The Chair welcomed Gene Bell to the Authority Board. Mr. Bell was sworn in by the Clerk to the Board.

**EMPLOYEE RECOGNITION:** The Chair recognized Rita Yanz with a service award and gift for her 15 years of service with the Authority.

**PRESENTATIONS:** None.

**FINANCIAL REPORT:** The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of September. Janet Burnette reported on the financial activity for the month of September.

**CONSENT ITEMS:** The Chair stated that Consent Item C, Approval of the Greater Asheville Regional Airport Authority October 13, 2023 Closed Session Minutes, would be pulled for review in Closed Session.

**A. Approval of the Greater Asheville Regional Airport Authority October 13, 2023 Regular Meeting Minutes:** Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority October 13, 2023 Regular Meeting Minutes. Mr. Lovin seconded the motion and it carried unanimously.

**B. Approval of Amended and Additional Human Resources Policies and Procedures:** Dr. Leatherwood moved to approve the amended policies as presented by staff and authorize the President & CEO to implement the necessary documents. Mr. Ricker seconded the motion and it carried unanimously.

**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**PRESIDENT'S REPORT:** The president stated that he had a few additional items to address that were not included on the agenda.

**A. Debt from Advertising:** The president reported that the Authority is due payment for some advertising dating back to 2018. The Authority will write off \$6,816. A majority of the debt occurred between December of 2022 and April of 2023. One company filed bankruptcy and went out of business, and the Authority could not collect the amount owed. Staff does not allow advertising to remain after a certain time once an invoice has not been paid.

**B. Change of Use of State Aviation Funds:** The president stated that grant funding in the amount of \$8.2 million from the State of North Carolina was originally designated for the terminal modernization and expansion project. However, to avoid an arbitrage situation, it is necessary to pull down bond funds. The bond funding will be used on the terminal modernization and expansion project and the funding from the State of North Carolina will be diverted to the new shuttle lot south parking lot project. The state has been made aware of this change and staff has gone through the process to change the use of the funding.

**C. Hotel Groundbreaking:** The groundbreaking for the hotel at the Broadmoor Golf Course was originally planned for December 15<sup>th</sup>, however, that has been postponed until February. Dreamcatcher does not yet have the building permit, so the groundbreaking will be planned for a later date.

**D. Construction Update:** Jared Merrill provided an update on the progression of the terminal modernization and expansion project. Mr. Merrill also reported that the new shuttle lot south parking lot would be opening that afternoon and would provide approximately 500 parking spaces for passengers. Once the parking lot project is completed, an additional 100 parking spaces will be added to that parking lot. The Chair encouraged Board Members to re-post the comments that the Marketing Department posts on social media to help spread the word.

A question was raised concerning the recent delays at the security checkpoint. The president stated that TSA has been experiencing some issues with baggage not going through the machines properly resulting in equipment failures. TSA has mentioned the possibility of putting in a fourth lane at the temporary checkpoint during construction to help with the flow. Once the new terminal is built, there will be space for up to six lanes. Mike Reisman informed the Board that staff has recently reconfigured the waiting area at the security checkpoint with some additional stanchions and have increased capacity in that area. A dedicated lane for wheelchairs and crew members has also been added. Authority staff will also be positioned at the checkpoint to assist passengers during the busy times around the Thanksgiving holiday.

**INFORMATION SECTION:** No comments

**PUBLIC AND TENANTS COMMENTS:** None

**CALL FOR NEXT MEETING:** The Chair stated that the next regular meeting of the Board will be held on December 8, 2023 at Council Chambers, Fletcher Town Hall.

**AUTHORITY MEMBER REPORTS:** None

**CLOSED SESSION:** At 8:57 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3), (4) and (6) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including an Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations; and to consider personnel matters. Ms. Russo Klein seconded the motion and it carried unanimously.

The Chair indicated they would break for a few minutes at which time the Board would resume in Closed Session.

Open Session resumed at 10:52 a.m.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY NOVEMBER 17, 2023**

**CLOSED SESSION MINUTES:** Mr. Lovin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

**APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

**OCTOBER 13, 2023 CLOSED SESSION MINUTES:** Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority October 13, 2023 Closed Session and to seal and withhold the minutes for the October 13, 2023 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

**AIP GRANT FUNDING:** The president informed the Board that he just received notification from the FAA that the Bipartisan Infrastructure Law allocation for Asheville for 2024 is \$4.55 million and will be designated for the terminal modernization and expansion project.

**ADJOURNMENT:** Mr. Ricker moved to adjourn the meeting at 10:54 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Brad Galbraith  
Chair



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Jared Merrill  
Vice President – Planning

DATE: December 8, 2023

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

Award of Contract to Tarheel Paving and Asphalt Company, Inc. for the Reconstruction and Improvements to the Fuel Farm Road and Perimeter Road

### **BACKGROUND**

Due to heavy use, the asphalt perimeter road to the fuel farm has been deteriorating over the past few years. Repairs were originally budgeted in the prior fiscal year, but were postponed until Duke Energy completed their work in Area 1. Now that work is complete, the fuel farm road needs to be improved. This project will remove the existing asphalt, repair minor low spots, widen several sections of the road, and install new four-inch depth asphalt. Improvements to the Perimeter Road at vehicle gate 36 are also included to correct washout problems after heavy rains.

Airport staff received two proposals to complete this work. One from Caldwell Construction Services, LLC and one from Tarheel Paving and Asphalt Company, Inc. Tarheel Paving submitted the lower proposal by approximately 20%.

### **ISSUES**

None.

### **ALTERNATIVES**

As an alternative the Board could elect to not do this work. However, these areas will continue to be problematic.

New Business – Item A





## **FISCAL IMPACT**

The total cost of this work with Tarheel Paving is \$228,522.00. With an additional construction allowance of \$20,000.00, the total project cost is \$248,522.00. Presently, all of this will be funded utilizing Airport Funds that were carried over into the current Fiscal Year budget from last year. The amount budgeted for this project is \$250,000.00.

## **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) approve the contract with Tarheel Paving and Asphalt Company, Inc. in the amount of \$228,522.00 and an allowance of \$20,000.00 for a total project budget of \$248,522.00; and (2) authorize the President & CEO to execute the necessary documents.

Mr. Jared Merrill  
Asheville Airport

Date: 11/9/2023

RE: Asheville Airport Paving

Email: jmerrill@flyavl.com

## PROPOSAL AND CONTRACT

TARHEEL PAVING & ASPHALT CO., INC., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

### ASHEVILLE AIRPORT PAVING

We propose the following:

- **Quote #1:**
  - Mill existing asphalt up to a depth of 4"
  - Clean existing asphalt with air blowers
  - Check existing ABC stone depth of widening sections
  - Fine grade for proper drainage +/- 1"
  - Install 2" of I19.0C Binder
  - Install 2" of S9.5C Surface

Approximately: 3,313 Square Yards

**Total: \$103,700.00**

#### Notes on project Scope:

**\*Price does not include any ABC stone, compaction testing, density testing, staking, layout, bonding, striping, etc\***

**\*Any ABC stone needed for subbase will be priced by the ton at \$30.00 / ton\***

**\*Asphalt millings will be used to level any low spots within an 1" of existing asphalt removal\***

**\*Any cracked asphalt beyond 4" will require additional costs\***

**\*All work priced to be done during regular business hour Monday- Friday 8am-5pm\***

- **Quote #2:**
- Mill & remove existing asphalt and dirt up to a depth of 8”
- Apply 4” of ABC type stone
- Install 2” of I19.0C Binder
- Install 2” of S9.5C surface
- Install 7’ x 7’ asphalt flume

Approximately: 2,230 Square Yards

**Total: \$124,822.00**

**\*Any excavation required beyond 8” will require additional costs\***

**\*Work is priced to be done during regular business hours Monday – Friday 8am-5pm\***

**\*Work Zone Marked Blue\***

**\*Any additional ABC stone needed will be priced by the ton at \$28.00 / Ton\***

**ALL BALANCES ARE DUE UPON DAY OF COMPLETION UNLESS PREVIOUSLY AGREED.**

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return this copy of our proposal. Upon its receipt, it is understood the foregoing, including the terms and conditions set forth, will constitute the full and complete agreement between us.

Due to the instability of the Petroleum Market, prices on material will not be guaranteed for any period of time and as such are subject to change. Current hot mix asphalt prices change weekly, thus due to this, the actual price may be adjusted depending upon the price per ton used at the time of the proposal. Prices may be accepted at any later date at the sole option of the Company. Asphalt depth will be average specified amount. **Please see the see the following 2 pages.**

ACCEPTED:            Date: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_ (FIRM NAME)

*Derrick Pace*

FOR TARHEEL PAVING & ASPHALT CO., INC.

\_\_\_\_\_ (NAME AND TITLE)

Due to the energy crisis we are no longer able to obtain prices or commitments on future deliveries. This contract is based upon current prices and availability of materials. In the event we cannot obtain fuel or materials at these prices, we reserve the right to cancel or renegotiate this contract.

\_\_\_\_\_ (INDIVIDUAL NAME)

**INDUSTRY TERMS**

1. **ROUGH GRADING**-All grading that consists of removal of material to the work area will constitute rough grading and is charged as a separate item. Generally, rough grading is cut or fill of the sub-grade in excess of +/- 0.2’ balance.
2. **FINE GRADING**-After rough grading is completed, the area will be uniformed, shaped and machined by an approved type motor grader with a ten to twelve foot blade. Fine grading consists of shaping and machining done without the haulage of material to or from the work area. Grading in excess of this limitation constitutes rough grading as outlined in Item 1 above.

3. **STONE BASE MATERIAL**-After fine grading has been completed, sufficient stone base material, known as Aggregate Base Course material (ABC), is placed to procure the specified compacted base thickness. It is stabilized and compacted according to Item 5 below.
4. **BLACK BASE MATERIAL**-After fine grading has been completed and the sub-grade has been proof rolled, an asphalt base material known as Black Base Asphaltic Concrete is placed to procure the specified compacted base thickness.
5. **STABILIZING AND CONDITIONING**-Stabilizing and conditioning consists of compaction of the base material by wetting and rolling with self-propelled steel wheel, pneumatic tire or vibratory rollers as job conditions require. Compaction next to any structures is obtained by the use of mechanical vibratory tampers.
6. **HOT MIX ASPHALTIC CONCRETE PAVING**-On the prepared base course an asphalt wearing surface of the compacted thickness specified is placed.
7. **COLD MIX ASPHALTIC CONCRETE PAVING**-On the prepared base course an asphalt wearing surface of the compacted thickness specified is placed.
8. **SURFACE TREATMENT PAVING**-After the base has been stabilized and conditioned, an asphalt wearing surface will be constructed. This method consists of double applications of clean stone and liquid asphalt alternately placed, with an added stone seal wearing surface.
9. **SURFACE TREATMENT PAVING (Heavy Duty)**-After the base has been stabilized and conditioned, an asphalt wearing surface will be constructed according to Item 8 above, with the addition of an application of stone known as an added mat course with an application of liquid asphalt during the process to procure a heavier and more durable pavement. This method would consist then of three applications of clean stone and liquid asphalt alternately placed, with an added stone seal wearing surface.
10. **ASPHALT CURBING**-On the finished pavement, an asphalt curbing will be installed of the cross section and size specified. This material will be installed true to grade and alignment by the use of an approved type mechanical self-propelled curb machine.
11. **CONCRETE CURBING**-On the finished pavement, a concrete curbing will be installed of the cross section and size specified. Material used will be non-slump Portland Cement concrete from an approved transit mix concrete supplier. This material will be installed true to grade and alignment by the use of an approved type mechanical self-propelled curb machine.
12. **CONCRETE CURBS, CURB AND GUTTER**-On the prepared sub-grade, concrete construction of the cross section and size specified will be installed. This material will be installed to uniform grade and alignment.
13. **HOT MIX RESURFACING**-The existing pavement will be broomed clean of all loose and deleterious material. The area will then receive a tac coat of liquid asphalt material. On this area so prepared, hot mix asphaltic concrete will be placed to procure a uniform surface of the average thickness or weight specified.
14. **SURFACE TREATMENT RESEALING**-The existing pavement will be broomed clean of all loose and deleterious material. The area will then receive a single application of hot liquid asphalt. This material will be applied by the use of an approved type distributor under pressure at the proper temperature. On this liquid application, clean stone chat will be spread, broomed and rolled.
15. **DOUBLE SURFACE TREATMENT RESEALING**-Same as Item 14, but will consist of two applications of hot liquid asphalt and two applications of clean stone chat.
16. **ASPHALT PRIME COAT**-On the prepared base course, an application of liquid asphalt will be made with a pressure distributor.

#### **CHARACTERISTICS OF ASPHALT PAVING TO CONSIDER**

A pavement should protect the base from water and support the design traffic load while providing a reasonable surface texture and a sufficiently uniform surface for riding comfort. The basic objectives are well fulfilled by asphalt pavements with initial cost and maintenance expense. However, certain characteristics must be understood.

Plant Mixed Asphalt pavements (Items 6,7 and13) are flexible pavement and as such are subject to indenting and scuffing on hot days in areas that do not receive open, through traffic. This does not harm the pavement and is seldom noticeable with curing and use after the first summer season. To keep this to a minimum, reasonable care should be exercised in turning vehicles and placing weighted objects on the surface of new pavements.

During placement of asphalt, constructions joints are inevitable. They cannot be entirely concealed. Joints and textural differences are more noticeable in restricted areas where more hand work is required. This results in more of the coarser aggregate in the mixture showing. In time, however, with use and the effects of weathering, this difference will lessen.

With asphalt surface treatment paving and seal coating (Items 8, 14 and 15), a surplus of seal stone is placed purposely to eliminate tracking of asphalt until the surface has cured out. Occasionally "fatty spots" will occur over which some of the surplus seal stone should be broomed. If any tracking should occur, a petroleum solvent will readily remove the material.

Due to flexibility characteristics of asphalt, areas that receive little or no traffic are subject to certain plants growing through the pavement surface. While this is not a frequent occurrence, it is more often seen when grassy sub-grades and/ or old base materials are used in paving. The area can be treated in advance of paving at an additional cost, but a single treatment is not always 100% effective. Probably the greatest criticism here is in respect to the appearance rather than pavement damage. The owner can inexpensively treat any plant growth that occurs with a non-selective type weed-grass-brush killer, in a non-oily base, to insure a neat appearance.

The binder (asphalt material) used in asphalt pavement constructions is a petroleum product. Therefore, reasonable care should be exercised to avoid spillage of solvents or oils on the paved surface to prevent softening and displacement by traffic. Gasoline spillage or over-flow from automobile tanks is most often the problem. When this occurs, the damaged area should be blocked until the gasoline evaporated and the surface hardens.

Leveling and resurfacing old concrete or asphalt pavements with asphalt is a common practice, however, in time some cracking will occur where joints and old cracks existed. This can only be avoided by removing the old concrete or asphalt entirely and constructing a new asphalt pavement.

**TARHEEL PAVING & ASPHALT CO., INC. IS NOT RESPONSIBLE FOR THE FOLLOWING UNLESS OTHERWISE NOTED BY THE CONTRACT:**

1. Damage due to floods, acts of God, work stopped by public authority, accidents or delays beyond our control.
2. Any neglect by owner or persons authorized by owner.
3. Job delays due to weather conditions.
4. Clean up of other contractor's construction debris.
5. Disposal of hazardous material found on or around job site.
6. Any layouts, surveys, testing (unless specified by contract), staking, governmental permits, bonding, etc
7. Damage to existing HOA/public roads, driveways, sidewalks, yards, etc from truck and equipment traffic
8. Unknown ground water, undiscovered rock, soft sub-grade or buried debris.
9. Location of or damage to underground utilities.
10. Any unknown conditions, which require repair or correction, will be priced at the time of discovery by a change order.



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, VP Business Development & Properties

DATE: December 8, 2023

### ITEM DESCRIPTION – New Business Item B

Approval of a Concession Agreement and Lease with Boldyn Networks US IV, LLC. and the Greater Asheville Regional Airport Authority.

### BACKGROUND

Licensed wireless technology has become essential for connectivity in airports, and its impact is becoming more prominent. Thus, implementing a robust distributed antenna system throughout Asheville Regional Airport and the new terminal is necessary. Improved passenger connectivity results directly in customer satisfaction.

The Authority issued a Request for Proposals (“RFP”) for a Cellular Carrier Neutral Host Distributed Antenna System (“NH-DAS”) for the Asheville Regional Airport (“AVL”) on June 8, 2023, and proposals were due on August 16, 2023. The RFP was advertised locally and nationally and sent directly to five companies who were on the Authority’s interest list for these services. Four proposals were received and evaluated by a selection committee and the rankings are as follows:

Proposers	Rank
Boldyn Networks	1
Boingo Wireless	2
Core - Pierson Wireless	3
Communication Technology Services - CTS	4

The highest ranked firm provided strong qualifications, experience and higher revenue sharing to the Authority. In addition, the proposer also identified the potential to add a campus wide solution for roof-top, small cell or tower sites in the future with additional revenue share to the Authority of 50% of gross revenues. Staff recommends entering into a Concession Agreement and Lease with Boldyn Networks US IV, LLC., (“Boldyn”) to design, finance, construct, operate and manage the NH-DAS at AVL. The initial term will

New Business - Item B



be 15 years, with two, five-year options to renew the agreement at the Authority's discretion.

## **ISSUES**

None.

## **ALTERNATIVES**

The Board could 1) reject all proposals and the agreement and 2) forego a distributed antenna system at AVL.

## **FISCAL IMPACT**

Boldyn will make a minimum investment of \$2.5 million dollars to design, construct and install the NH-DAS. The Minimum Annual Guarantee ("MAG") to the Authority will be \$12,375 per year, paid in equal monthly installments. The MAG will be escalated by 3% each year after completion of the South Concourse. In addition to the MAG paid each year, Boldyn will pay revenue sharing to the Authority for each Wireless Service Provider ("WSP") that accesses the NH-DAS. The access fee paid to the Authority will be \$8,250 per year for each WSP accessing the system within the North Concourse and \$8,250 for each WSP accessing the system within the South Concourse. The WSP access fee will be escalated every two years by 5%, following completion of the South Concourse. It is anticipated that at least three WSP's will be on the NH-DAS (Verizon, TMobile, and ATT). In the event there are three WSPs accessing the system, over the initial term of 15 years, the total estimated revenue to the Authority will be over \$1,100,000.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement as described above with Boldyn Networks, US IV, LLC., and (2) authorize the President & CEO to execute the necessary documents.



CELLULAR CARRIER NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM  
CONCESSION AND LEASE AGREEMENT

BETWEEN

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AND

BOLDYN NETWORKS US IV LLC.

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



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## CONCESSION AND LEASE AGREEMENT

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This Concession and Lease Agreement ("Agreement") is entered into this \_\_\_\_ of \_\_\_\_\_, ("Effective Date") by and between the Greater Asheville Regional Airport Authority ("Authority"), created pursuant to Session Law 2012-121 by the General Assembly of North Carolina on June 28, 2012, and Boldyn Networks US IV LLC ("Provider"), a limited liability company, existing and doing business under and by virtue of the laws of the State of Delaware.

### WITNESSETH:

WHEREAS, Authority owns and operates the Asheville Regional Airport ("Airport") and has the power to lease premises and facilities thereon and grant rights and privileges with respect thereto; and

WHEREAS, Authority desires to provide for the operation of a neutral-host distributed cellular antenna system concession for the convenience and necessity of the public at the Airport using Authority's facilities located on Airport property; and,

WHEREAS, The Authority issued a Request for Proposals on June 8, 2023, in connection with this concession operation to provide neutral-host distributed cellular antenna system concession service; and,

WHEREAS, Provider is qualified, ready and able to design, install, fund, operate and manage said services, and desires to lease certain Airport space and obtain certain rights and privileges with respect thereto to allow it to furnish neutral-host distributed cellular antenna system to Airport passengers and customers; and

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

### SECTION 1: DEFINITIONS AND AGREEMENT

#### 1.0 Definitions.

The following terms, when capitalized in this Agreement, shall have the following meanings, unless the context clearly indicates a different meaning:

- a. "Agreement" or "Lease" means this Agreement, including all exhibits attached hereto, and other documents as set forth in Section 1.1
- b. "Airport" or "AVL" means the Asheville Regional Airport.
- c. "Airport Rules and Regulations" means rules, policies, regulations, directives and orders promulgated by the Authority as they may be amended from time to time.
- d. "Authority" or "GARAA" means Greater Asheville Regional Airport Authority.

e. "Cellular Carrier Neutral-Host Distributed Antenna System" or "NH-DAS" means a commercial wireless and radio distributed antenna system or similar system (e.g. small cell antenna system, Distributed Radio Access Network ("DRAN") and Centralized Radio Access Network ("CRAN") capable of accommodating WSPs.

f. "Commencement Date" means the first (1<sup>st</sup>) day of the month following the date a WSP commences commercial operations on the NH-DAS system; however, no later than July 1, 2027, or upon substantial completion of the South Concourse, whichever occurs first.

g. "Concession Fee" means a Minimum Annual Guarantee (MAG) payment required and the proposed revenue share as described under Section 4.2.

h. "Contract Year" means a period of twelve months beginning on the Commencement Date and continuing every twelve month period thereafter through the end of the fifteen (15) year Initial Term and any option periods. Partial Contract Year means any portion of a Contract Year less than a full year as described in this subparagraph.

i. "Design Guidelines" means Authority guidelines for interior and exterior construction on Airport property.

j. "Effective Date" means the date the Authority signs the document, which is the date this Agreement is fully executed.

k. "Gross Revenue" includes all amounts received, billed (whether collected or not), delivered and/or realized by the Provider, without deduction or offset, whether by cash, credit or otherwise related to Provider's roof-top, small cell, or tower sites as authorized by the Authority. All revenue is included in the definition of Gross Revenue unless specifically excluded as provided below. In determining whether an amount is or is not Gross Revenue the burden of proof is on the Provider and all exclusions below will be construed narrowly. Gross Revenues shall not include carrier reimbursements for any "Pass Through Costs", a cost to which no element of overhead, administrative expense or profit is added. These include:

1. 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.
2. Utility Services- including cable, electric, natural gas, telephone, communication and water, and involves the maintenance and improvements of related infrastructure.
3. Operation and Maintenance Cost- the reasonable and necessary cost of operating, maintaining, administering and repairing the system.
4. Equipment / Installation Cost- the production unit acquisition, construction, and installation costs, and the costs associated with the engineering design needed to commence operations or functioning of such production unit.

Any carrier reimbursements which do include overhead, administrative expenses or profit shall be considered Gross Revenue.

l. "Head-End Room" means that certain space within the Premises as more particularly shown on **Exhibit A**.

m. "Initial Term" means the initial term of this Agreement as set forth in Section 2.1.

n. "Interference" means any emissions, radiation or induction that endangers the functioning or seriously degrades, obstructs or repeatedly interrupts the telecommunications of Airport public safety, Airport operations, FAA and/or navigational communications, tenants, and other Airport telecommunications users.

o. "Minimum Annual Guarantee" or "MAG" means the fixed sum(s) stated in Section 4.2.

p. "Notice Address" means the addresses for Authority and for Provider set forth in Section 10.15.

q. "Possession Date" means the date possession of the Premises is granted to Provider, as described in Section 3.

r. "Premises" means the area leased to Provider under this Agreement as described in Section 3.

s. "Provider" means Boldyn Networks US IV LLC.

t. "Restricted Activities" means acts in connection with use of the Premises and other areas at the Airport, whether or not regulated by law, that may pose a hazard to the health or safety of others as further described in Section 8.

u. "Service and Operation Standards" means the standards set by Authority for the operation of Provider's business as further described in Section 5, and Exhibit C.

v. "Signs" shall have the meaning set forth in Section 5.7 below.

w. "TMP" means Terminal Modernization Project.

x. "Transition Period" has the meaning described in Section 3.2.

y. "Wireless Service Provider" ("WSP") means a licensed wireless service provider entering into an agreement with the Provider to provide small cell or other carrier technology throughout the Airport. (NOTE: This would be a wireless carrier such as AT&T, Verizon, etc.)

## **1.1 Agreement.**

a. This Agreement shall consist of this instrument including all exhibits attached hereto, and the following documents, which are incorporated herein by this reference:

1. Authority's Request for Proposals ("RFP") dated June 8, 2023, in connection with this Agreement, and all addenda and attachments thereto.
2. Provider's proposal response in connection with this Agreement in its entirety.

3. All insurance policies, letters of credit, guarantees or assurances issued in connection with this Agreement as updated from time to time.
- b. In the event of any direct conflict between this Agreement and any of its exhibits or any document incorporated herein, the terms of this Agreement shall govern.

## **1.2 Interpretation.**

This is an arm's length transaction between Authority and Provider, and the parties mutually agree that the Agreement will be interpreted fairly and neither party will be deemed responsible for the drafting of this Agreement. The headings of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, and will not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

## **SECTION 2: TERM**

### **2.1 Initial Term and Options.**

- a. This Agreement shall be effective as of the Effective Date, but the Initial Term shall commence as of the Commencement Date or upon the Possession Date as outlined in Section 3.2(c), and shall continue thereafter for an Initial Term of fifteen (15) years. Provider represents that it will make a minimum capital investment of TWO MILLION FIVE HUNDRED THIRTY THOUSAND EIGHT HUNDRED NINE DOLLARS AND 00/100 (\$2,530,809.00).
- b. Authority may, at its sole option, extend the Initial Term of this Agreement up to two (2) additional periods of five (5) years each. Provider shall provide written notice to Authority at least one hundred eighty (180) days prior to the Agreement expiration date for the Initial Term and any option periods exercised, of its intent to exercise any option periods. Within sixty (60) days from receipt of such notice from Provider, Authority shall respond to Provider of such approval or disapproval of the option. Notification by the Parties shall be delivered in accordance with Section 10.15, Notice Addresses.

### **2.2 Holding Over.**

In the event Provider remains in possession of the Premises after the expiration of this Agreement without any written renewal or extension thereof, such holding over shall not be deemed as a renewal or extension of this Agreement, but shall create only a tenancy at will from month to month. Authority may terminate such tenancy at any time by serving a written notice on Provider at its Notice Address at least fifteen (15) calendar days prior to the end of a month and requiring Provider to quit the Premises at the expiration of that month, or through any other means permitted by law.

## SECTION 3: AGREEMENT TO LEASE PREMISES

### 3.1 Lease of Premises.

Upon completion of the Authority approved design for the NH-DAS, the Authority will lease to Provider and Provider will lease from Authority the Premises shown on **Exhibit A**, for the scope of services described on **Exhibit B**, subject to the terms, covenants, and conditions contained in this Agreement. **Exhibit A** and **Exhibit B** are attached hereto and incorporated by reference.

### 3.2 Transition Period.

Prior to the installation of the NH-DAS system by Provider, a transition plan and schedule will be developed by Authority and Provider to include, at a minimum, the TMP improvements to the Premises to be made by Authority and NH-DAS to be designed, installed, and operated by Provider, and also including details for transitioning service from the current WSP operating on the existing system (the "Transition Period").

The following conditions shall apply to the Transition Period:

- a. **Authority's Best Interest.** Provider understands and agrees that Authority may be constructing improvements and coordinating the transition of Provider during the Transition Period, and Authority shall act in Authority's best interests when determining the schedule and manner of all such improvements, and when determining how Provider will transition into or out of any facility.
- b. **Investment.** Authority will provide the Premises in good order to Provider during the Transition Period at Authority's expense. Provider will provide, at its own expense, all personal property and final finishes necessary or desirable to operate NH-DAS system in good order, and consistent with Airport Design Guidelines. The specific infrastructure and space provided by Authority will be approved upon completion of the design.
- c. **Possession and Commencement Date.** If at the Commencement Date of this Agreement Provider's Premises hereunder are not ready to be occupied, then the amounts due in Section 4 of this Agreement and other performance obligations hereunder shall not take effect until Authority can deliver possession of the Premises to Provider. Authority and Provider may enter a Letter Agreement signed by both parties describing additional terms that may apply during the transition period. Provider will promptly take possession of the Premises upon receiving Authority's written notice.
- d. **Work Cooperatively.** Provider agrees to work cooperatively and in good faith with Authority and other tenants to facilitate a prompt and effective transition during this period.
- e. **Acceptance.** Provider agrees that when Provider takes possession of any portion of the Premises, such possession shall constitute Provider's

acknowledgement that the Premises are in good condition, and such possession shall constitute an acceptance of such Premises in their good condition. Provider will provide, at its own expense, all DAS Equipment and personal property necessary or desirable to operate a NH-DAS concession in good order, and consistent with the design approved by the Authority.

### **3.3 Authority's Right to Construct New Facilities.**

Authority is in the process of implementing a Terminal Modernization Program ("TMP") at the Airport in which the NH-DAS will be installed by the Provider. During implementation, construction of the TMP and the design and installation of the NH-DAS system, the Authority and Provider will coordinate construction activities to minimize the impacts to the NH-DAS and the TMP. Following completion of the TMP, and subject to the terms and conditions of this Agreement, the Authority reserves the right to pursue the planning, financing and construction of new facilities of any nature as Authority may determine to accommodate Authority's business needs, and Authority may take any action that Authority deems desirable in connection therewith, so long as such actions do not materially or adversely impact the NH-DAS.

## **SECTION 4: PAYMENTS DUE FROM PROVIDER**

### **4.1 All Amounts Due.**

Provider shall pay or remit all amounts due under this Agreement and which are otherwise attributable to Provider in connection herewith, whether, without limitation, such sum is calculated in a manner relating to square footage, proposed Authority revenue share of WSP's for NH-DAS, roof-top, small cell, or towers, MAGs, utilities, telecommunications, interest, charges, late fees, damages or otherwise.

### **4.2 Concession Fees.**

Provider shall pay the following Concession Fees in connection with the Premises:

- a. Concession Fee. Beginning as of the Commencement Date or upon the Possession Date as outlined in Section 3.2(c) and continuing through the Initial Term and option periods, Provider shall make Concession Fee payments to Authority as follows:
  1. A Minimum Annual Guarantee ("MAG") of Twelve Thousand Three Hundred Seventy-Five and No/100 Dollars (\$12,375.00), paid in equal monthly payments of One Thousand Thirty One and 25/100 Dollars (\$1,031.25) on the first (1<sup>st</sup>) day of each month. The MAG will adjust by three percent (3%) on each annual anniversary of the Commencement Date. In no event shall the MAG be less than the previous year.
- b. Proposed AVL Revenue Share. In addition to the MAG listed above, the Provider will also pay a revenue share to the Authority as described below. The construction of the new terminal will occur in two phases. The first phase (North



Concourse) is anticipated to be complete in the 1<sup>st</sup> quarter of 2025 (“North Concourse”), and the second phase (South Concourse) is anticipated to be complete in the 1<sup>st</sup> quarter of 2027 (“South Concourse”). Therefore, Provider agrees to the following revenue share to be paid to the Authority throughout the Initial Term and any option periods:

1. Beginning as of the first (1<sup>st</sup>) day of the month following the date that at least one (1) WSP has commenced commercial operations on the NH-DAS at the North Concourse or upon substantial completion of the North Concourse, whichever first occurs, and continuing through the Initial Term and option periods, Provider will pay to the Authority a fee of Eight Thousand Two Hundred Fifty and No/100 Dollars (\$8,250.00) per year per WSP (“WSP Fee”) operating on the NH-DAS at the North Concourse, which shall be paid in equal monthly installments on the first (1<sup>st</sup>) day of each month. For example, during this time, if three (3) WSP’s have commenced commercial operations on the NH-DAS at the North Concourse, Provider would pay to Authority Twenty-Four Thousand Seven Hundred Fifty and No/100 Dollars (\$24,750) for one (1) year for the three (3) WSP’s operating on the NH-DAS at the North Concourse.
2. Beginning as of the first (1<sup>st</sup>) day of the month following the date that at least one (1) WSP has commenced commercial operations on the NH-DAS at the South Concourse or upon substantial completion of the South Concourse, whichever occurs first, and continuing through the Initial Term and any option periods, Provider will pay to the Authority, in addition to any WSP Fee described above, a fee of Eight Thousand Two Hundred Fifty and No/100 Dollars (\$8,250.00) per year per WSP accessing the NH-DAS at the South Concourse. For example, if three WSP’s have commenced commercial operations on the NH-DAS at the South Concourse, then Provider will pay the Authority Twenty-Four Thousand Seven Hundred Fifty and No/100 Dollars (\$24,750) for one (1) year, for three (3) WSP’s operating on the NH-DAS at the South Concourse which shall be paid in equal monthly installments on the first day of the month. The additional fee pursuant to this subsection shall be included in the definition of the WSP Fee outlined above, in Section 4.2(b)1.
3. Revenue Share of 50% Gross Revenue paid to Authority for any roof-top, small cell, or tower sites approved in writing by the Authority.
4. The WSP Fee shall escalate during the Initial Term and any option periods of the Agreement every twenty-four (24) months following the first (1<sup>st</sup>) WSP’s commencement of commercial operations on the NH-DAS at the North Concourse by five percent (5%).

#### **4.3 Additional Amounts Due.**

All other amounts due under this Agreement, or which are otherwise attributable to Provider in connection herewith, are additional amounts due under this Agreement. Without limitation, such amounts shall include the following:

- a. If Authority pays any amount on behalf of and attributable to Provider that Provider has failed to pay when due, whether in connection with security violations, fines, penalties, taxes, charges, fees, or otherwise, such amount shall constitute an advance by Authority to Provider, and Provider shall pay

all amounts due to Authority within thirty (30) days of receipt of an invoice for such amounts:

1. Telephone/data service provided by Authority.
2. Fines
3. Fees
4. Civil penalties – Civil penalties include all amounts allowed by applicable law.
5. Interest charges

#### **4.4 Payment and Reports.**

Except as otherwise provided in this Agreement, amounts due and reports required under this Agreement shall be due and payable, and reported as follows:

- a. Monthly in Advance. Provider shall remit payment of the MAG, in advance and without notice or demand as provided in Section 4.2 above. Such payment shall be prorated on a per diem basis for any time period of less than one (1) month.
- b. Provider shall remit payment of 50% of the Gross Revenues for the Authority's revenue share of the roof-top, small cell or tower sites being paid to Provider for any site authorized and approved in writing by the Authority for sites located on Authority owned property.
- c. Provider shall remit payment of the WSP Fee as provided in Section 4.2 above.
- d. Late Fees and Interest. Without waiving any other right of action available to Authority, in the event of any monetary default hereunder, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider under this Agreement, any amounts due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest, or an amount allowed by law.
- e. No Set-offs or Deductions. All amounts due shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided otherwise by the terms of the Agreement.
- f. Accord and Satisfaction. No payment by Provider or receipt by Authority of a lesser amount than the amount due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or in any letter or other transmittal shall be deemed an accord and satisfaction, and Authority may accept such check or payment without prejudice to Authority's right to recover the balance of any amounts due, or to Authority's right to pursue any other remedy provided in this Agreement or by law.
- g. Payment Address. The Provider shall make all payments required under the Agreement and provide all financial information to Authority at the following address:

By U.S. Mail

President & CEO  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1

Fletcher, NC 28732

By Express Mail  
Or Overnight Delivery

President & CEO  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732

Payment may also be made by ACH with coordination with the Chief Financial Officer of Authority.

#### **4.5 Record Requirements.**

- a. **Record Requirements, Inspection and Storage.** Provider shall keep full and accurate books, records and electronic data directly related to Provider's business affairs at the Premises for a period of not less than three (3) years following the end of each Contract Year (including for the final Contract Year of this Agreement), in accordance with generally accepted accounting principles, and Authority shall have the right, through its representatives, upon thirty (30) days prior written notice, during normal business hours, to inspect all such books, records and electronic data as may be reasonably necessary as determined by the Authority, at Authority's sole cost and expense. Provider agrees that all such books, records and electronic data shall be made available to the Airport in electronic format.
- b. Provider shall provide a report on a monthly basis to the Authority along with payment showing the number WSP's with access to the system. A copy of each agreement with a WSP and the Provider shall be provided to the Authority promptly following its full execution.
- c. **No Misrepresentation.** Provider shall not modify its accounting treatment or rename or redefine services or products, which under the terms of this Agreement would be subject to the revenue share.

### **SECTION 5: USES AND OBLIGATIONS**

#### **5.1 Right to Operate a Neutral-Host Distributed Antenna System Concession Business.**

The Provider, selected through a competitive process, shall have the right, privilege and obligation to use the Premises to operate a Neutral Host-Wireless Communications Services Distributed Antenna System at the Airport provided no event of default has occurred by Provider, throughout the Initial Term and any option periods of the Agreement. The services are for the convenience of Airport patrons, and to raise revenue for Authority through the sale of goods or services. The Provider shall also have the right to explore campus wide cellular antenna system ("Macro-Site") with additional revenue share to the Authority. Authority has not granted and will not grant after the Effective Date a lease, license or any other right to a third party for the use of the airport to operate a Neutral Host Wireless Communications Distributed Antenna System.

## 5.2 Use of Premises.

Provider will use the Premises solely for the operation of a NH-DAS system to the exclusion of any other use. Provider shall not engage in any other business activity at or on the Airport unless it is provided for by a separate written agreement with Authority.

- a. Subject to the terms of this Agreement, Provider shall provide all necessary materials, supplies and labor to design, construct, install, operate, and maintain an Airport-wide NH-DAS in a manner that complies with applicable building codes and Authority standards. Provider shall operate and maintain the NH-DAS providing high quality, uninterrupted services to the public, Airport tenants and other users at the Airport, subject to the terms of this Agreement.
- b. Provider shall coordinate design elements of the NH-DAS with on-going projects at the Airport with Authority, coordinate WSP access onto the NH-DAS and operate, manage and maintain the NH-DAS.
- c. Provider shall at all times operate and manage the Premises and perform all obligations contemplated under this Agreement in good faith, with due care, and in a good and proper manner. Provider shall develop and manage the NH-DAS, at a minimum, in compliance with the Service and Operation Standards described in Exhibit C.
- d. **No Unlawful Use.** Provider shall make no unlawful, improper, or offensive use of Premises or any other area at the Airport. Without limitation, Provider shall not allow the Premises or other areas at the Airport or any part thereof to be used in any manner, or anything to be done therein, or allow anything to be brought into or kept thereon which would in any way (a) violate any law or requirement of public authorities, (b) cause structural injury to any building or structure, (c) interfere with the normal operations of heating, air-conditioning, ventilating, plumbing or other mechanical or electrical systems, (d) constitute a public or private nuisance, (e) alter the appearance of the exterior of any building or structure, or (f) which may be prohibited by either party's insurance policies or any endorsements thereto.
- e. It is expected that Provider shall advertise the NH-DAS at AVL to WSPs, and shall make commercially reasonable efforts to ensure all three major WSPs (Verizon, AT&T and T-Mobile) are in operation on the NH-DAS within 18 months of being provided access to the Premises for the North Concourse and also the South Concourse. Subject to the terms of this Agreement, Provider shall pay to the Authority Twenty Thousand and No/100 Dollars (\$20,000.00) for each WSP that has not commenced commercial operations on the NH-DAS at AVL within eighteen (18) months after Authority grants possession of the Premises (both the North and South Concourse) to Provider, and will pay an additional Twenty Thousand and No/100 Dollars (\$20,000.00) for each WSP that has not commenced commercial operations on the NH-DAS within thirty (30) months after Authority grants possession of the Premises (both the North Concourse and the South Concourse) to Provider. If the WSPs have not commenced commercial operations by forty-two (42) months after Authority grants possession of the Premises (both the North Concourse and South Concourse) to Provider, Authority shall have the right to directly enter into an agreement with any WSP that has not commenced commercial operation.

- f. Provider will have the right to use all public Airport areas as reasonably required for access to and from the Premises, and any designated parking areas, at no cost to Provider, provided its agents, employees, suppliers, or guests abide by Airport Rules and Regulations and any other applicable laws or policies as they may be amended from time to time.

### 5.3 Service Standards.

Provider shall comply with all Service and Operation Standards required by Authority for the operation of this concession business as set forth at Exhibit C. Authority may modify and update such Service Standards in writing as Authority may reasonably determine, but in no event shall such updated Service Standards materially increase Provider's costs under this Agreement or limit the services provided by Provider under this Agreement. Should there be any conflict between any updated Service and Operation Standards and the terms of this Agreement, the terms of this Agreement shall control.

### 5.4 Signs.

Except for signs approved in advance by Authority in writing, or if otherwise required by applicable law, Provider shall not display nor shall it permit others to display any signs, brochures, racks, promotional materials or similar items on or about the Premises or elsewhere within the Terminal Building or the Airport.

### 5.5 Fines for Violation.

Provider hereby reaffirms its obligation to abide by the provisions of this Agreement and agrees that failure to do so damages Authority, the exact amount of which damages may be impossible to quantify with any accuracy. Therefore, Authority may, in addition to any other remedies provided for herein or allowed by law, impose fines upon Provider in the following amounts, not as a penalty, but as compensatory damages, if Authority determines that the following requirements are not being met to its reasonable satisfaction, and not as a result a Force Majeure Event or Casualty Event:

<u>Requirement</u>	<u>Fine</u>	
a. Inoperable NH-DAS equipment or NH-DAS equipment not repaired within 30 days of Provider's receipt of written notice from Authority	Warning	First occurrence
	\$500.00	Second occurrence
	\$750.00	Third occurrence
b. Unapproved DAS Equipment or placement of NH-DAS Equipment in areas not authorized by Authority.	\$500.00	First occurrence
	\$750.00	Second occurrence

	Warning	First occurrence
	\$500.00	Second occurrence
c. Other defaults that disrupt operations, traffic in terminal or customer service.	\$750.00	Third occurrence

Authority's failure to impose fines for any violation of the requirements set forth above shall not waive any right, or prohibit Authority from doing so for subsequent violations. Notwithstanding anything to the contrary, Authority shall not impose any fine for any violation of the requirements set forth above if Provider has commenced to cure such violation within the time periods prescribed above and/or promptly after receiving notice of such violation, and provided such efforts are being prosecuted to completion with reasonable diligence.

## **5.6 TSA Airport Security.**

Provider acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the Initial Term and option periods of this Agreement. Provider shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives written including, without limitation, 49 CFR Part 1542 "Airport Security" or any amendment or successor thereto, and Provider will work cooperatively with Authority in connection with the same. Provider understands and agrees that the same may impact Provider's business operations and costs. Provider further agrees that it shall be strictly liable for the payment of any civil or criminal penalties assessed against the Airport or Provider for Provider's failure to comply with all federal, state and local security laws relating to Provider's installation and operation of the NH-DAS , and shall be solely and fully responsible for any and all breaches of security and the consequences thereof for any reason, including any consequences resulting from any acts and or omissions of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns, and suppliers. The provisions of this Section shall in no way be construed to limit Provider's obligations and Authority's rights set forth in Section 7 of this Agreement.

## **5.7 Safety.**

Provider agrees to take necessary safety precautions within its reasonable control and comply with applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to any of its employees, agents, patrons or others on, about or adjacent to the Premises or any parking areas. This safety requirement shall not relieve any contractor or consultant performing work for Provider from complying with the safety requirements of its contract or applicable law. Authority may, but is not obligated to, upon prior written notice to Provider, stop Provider's operations if safety laws or safe work practices are not being observed.

## **5.8 Assignment and Subletting.**

Authority and Provider expressly agree that Provider shall not assign this Agreement or any right or privilege conferred hereunder, either in whole or in part, or sublet all or any

part of the Premises, unless Authority provides written consent, which shall not be unreasonably withheld. In the case of such a transfer, Provider shall attorn to said transferee and recognize the same as the new lessor hereunder. Thereafter, Authority shall be relieved of any obligations accruing from and after the date of transfer as long as the transferee agrees to assume all obligations hereunder. Provider shall have the right to enter into WSP agreements with WSPs without the Authority's consent, but subject to the terms and conditions of this Agreement.

### **5.9 Licenses Permits and Taxes.**

Provider shall comply with the following:

- a. Licenses and Permits. Provider will have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by Provider.
- b. Taxes and Assessments. Provider shall pay, on or before the due date established therefor, all taxes and assessments which are levied against or in connection with Provider's improvements on the Premises, Provider's interest therein and the property and improvements of Provider for the Initial Term and any option periods hereof or attributable to Provider's activities at the Premises or at the Airport. In the event the Authority receives tax notices for the Provider it will forward onto the Provider. If the Initial Term and any option periods of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Provider shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Premises was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Premises exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Provider shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Provider's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of North Carolina of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Provider.

### **5.10 Cooperation with Airport Development Activities.**

Provider understands and agrees that Authority is pursuing development activities that may affect the Premises and other areas at the Airport. Provider agrees to work cooperatively and in good faith with Authority and all other tenants or participants in Authority's Airport development activities to minimize any disruptions, and provide for successful services under this Agreement.

### **5.11 Interference.**

If there are existing radio frequency user(s) on Airport property, the Authority will make available a list of all reasonably known existing radio frequency user(s) on Airport property to allow Provider to evaluate the potential for interference. Provider represents that the NH-DAS shall not cause any interference with Air Traffic Control Tower, or other similar communications, or violate any regulation of the Federal Aviation Administration and agrees to immediately discontinue any operations that may cause such interference or violating operation to cease.

- a. The Provider shall take necessary steps to limit harmful interference on wireless frequencies and channels utilized by the NH-DAS as well as between the NH-DAS and wide area wireless service provider networks, airport and tenant operational radio systems. Provider shall also be responsible for coordination and submittal of all required forms to the FAA and FCC directly related to the operation of the NH-DAS.
- b. Provider agrees to refrain from and prevent any use of the Premises or other Airport property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard, obstruction or breach of security requirements. Provider shall not annoy, disturb or offend Airport patrons or tenants. Provider shall not engage in any unauthorized activities. The Authority agrees not to install or permit installation of any equipment that would interfere with Provider's NH-DAS installed as part of the TMP, unless the equipment is required by law. Authority agrees that should any such interference be encountered in Provider's NH-DAS as a result of Authority's equipment in, on or about the Airport, Authority will, to the extent within the Authority's control, cause such interference to be eliminated in a timely manner. In the event the interference is within the Authority's control and continues beyond thirty days, Provider shall be excused from its performance obligations under this Agreement until such time the interference is eliminated.
- c. Upon any notification from Authority, Federal Aviation Administration ("FAA"), Airport police, or fire departments, of any interference caused by Provider's operation, Provider shall cease and desist some or all operations, transmissions and uses related to Premises to the extent necessary to eliminate such interference. Provider may not resume operations of the interfering equipment until Authority has notified Provider in writing.

### **5.12 Net Agreement.**

This Agreement shall be without cost to Authority for the maintenance and operations of the Premises and any Improvements located thereon.

## **SECTION 6: PREMISES RIGHTS AND OBLIGATIONS**

### **6.1 Authority's Access to Premises.**

Authority hereby retains the right for Authority and its agents, employees, suppliers, contractors, consultants and representatives to access and ingress and egress over,



through and across the Premises at anytime, and Authority will use all reasonable measures to limit disruption to Provider.

## **6.2 Provider's Access to Premises.**

At all times throughout the Initial Term and option periods of this Agreement, and at no additional charge to Provider, Authority shall provide to Provider and the WSPs, and their respective employees, agents, and subcontractors, twenty-four (24) hours per day, seven (7) days per week access to and in the Premises (with such access subject to established security procedures as may be modified from time to time by Authority) for the installation, maintenance, repair, use and operation of the NH-DAS and any utilities serving the Premises (collectively, the "24/7 Access").

## **6.3 Authority's Inspection and Repair of Premises.**

Authority and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Provider's operations as is reasonably practical) to enter upon the Premises for the following purposes: (i) to inspect such Premises at reasonable intervals during regular business hours (or at any time in case of emergency); and (ii) to determine whether Provider has complied and is complying with the terms and conditions of this Agreement with respect to such Premises. Authority will use all reasonable measures not to injure, interfere with or disrupt the operation of the NH-DAS or Provider's activities in the Premises in accessing the Premises pursuant to this Section.

## **6.4 Authority's Right to Relocate Premises.**

Subject to the terms of this Agreement, Authority has, has had and shall continue to have the absolute right to develop, expand, improve and renovate the Airport, including but not limited to, the Airfield Area, the Terminal Building and other Airport facilities, regardless of the desires or views of Provider and without interference or hindrance from Provider and without any liability to Provider; and Authority may continue to so develop, expand, improve and renovate the Airport, including but not limited to, the Airfield Area, Terminal Building and other Airport facilities throughout the Initial Term and any option periods of this Agreement. Authority has the right to relocate or require the relocation of the Premises or any portion thereof at any time as Authority may determine in its sole discretion. Any relocation of the Premises shall be to a comparable space at the Airport. Notwithstanding anything to the contrary contained herein, Authority shall provide Provider a minimum of one hundred eighty (180) days prior written notice for any relocation of the Head-End Room, and one hundred twenty (120) days prior written notice for any other location(s). Such relocation(s) shall be substantially the same size and dimensions as the then-existing Head-End Room and/or other components of the NH-DAS and shall permit Provider to provide at least the same quality and capacity of service as previously provided at the then existing NH-DAS. Authority will be responsible for all reasonable costs and expense incurred by Provider. In the event that Authority and Provider are unable, after good faith efforts, to find a suitable relocation space at the Airport, then either party may elect to terminate this Agreement upon prior written notice to the other (the "Relocation Termination Notice"). This Agreement shall terminate ninety (90) days following the date of the Relocation Termination Notice. If either party elects to terminate this Agreement as herein provided, Authority shall pay Provider a Termination Fee. The "Termination Fee" is the sum, determined on the effective date of termination, of the full unamortized amount (calculated on a straight line basis over the remaining Initial Term of the Agreement) of all

capital improvements completed for the NH-DAS and certified to the Authority for all costs incurred and invested in the AVL NH-DAS prior to July 1, 2027, the costs will be documented by Boldyn and notification will be provided of costs within 30 days post construction complete to Authority. In the event throughout the Initial Term and any option periods, Provider makes additional investment or upgrades to the NH-DAS, those improvements and the amount of such improvements shall be approved in writing by the Authority, prior to installation, to be considered in the Termination Fee calculation.

## **6.5 Installation and Operation of NH-DAS.**

Provider covenants and agrees to install and operate its NH-DAS at its own expense and without cost or expense to Authority during the term hereof after the occupancy of Premises in accordance with the following:

- a. **Installation and Services.** Provider shall be solely responsible for providing, installing, and operating, at its sole cost, all equipment at the Premises related to the NH-DAS, and shall provide all personnel necessary to perform these functions, during the Initial Term or option periods of the Agreement. Any problems concerning the NH-DAS that comes to the attention of the Authority, such as any problems with any equipment related to the NH-DAS, shall be directed to Provider.
- b. **Mode of Installation.** Provider shall, or shall cause its designated representatives to install the NH-DAS in a proper workmanlike manner, and shall coordinate such installations with the Authority's designated representative with as little disruption as practicable to the normal operations of the Airport and any lessee at or near the space where the components of the NH-DAS is being installed.
- c. **Provider agrees, for all antennas to be located on the exterior of the Authority buildings, to submit all design plans and drawings to the Authority for review and prior written approval, before installation, and must comply with the Authority's development guidelines.**
- d. **Repair, Replace and Upgrade.** Provider shall repair or replace any component of the NH-DAS installed by Provider at the Premises that is damaged or otherwise in need of repair as soon as possible. Notwithstanding the foregoing, if the repair or replacement of any component of the NH-DAS is required as a result of Authority's negligence or willful misconduct, then in all such events, Authority shall pay the costs of the repair or replacement. In addition, Provider reserves the right at any time during the term of the Agreement, to replace and/or upgrade the NH-DAS to maintain and/or improve the service, and in compliance with Authority Design Guidelines. Provider shall ensure that all wireless frequencies in use by WSPs are supported within the solution throughout the Initial Term and any option periods of the Agreement. If WSPs acquire additional spectrum throughout the Initial Term and any option periods, Provider shall, to the extent requested by WSPs and so long as such WSP agrees to pay for such upgrades upon Provider's commercially reasonable terms, make efforts to upgrade the solution to support the new frequency bands.
- e. **Modifications to NH-DAS.** The Authority shall use its best efforts to have no impact upon any component of the NH-DAS or impair Provider's ability to

provide the services under this Agreement. Provider acknowledges that Authority from time to time may perform work in the vicinity of any or all of the components of the NH-DAS and Authority shall exercise due care to avoid disrupting Provider's operations. Provider shall ensure that during periods of time to perform work on the NH-DAS that in doing so does not impact airport operations.

- f. **Ownership of NH-DAS.** All components of the NH-DAS installed or brought into the Airport by Provider and related to the services provided herein shall be deemed to be personal property and shall not be deemed to be fixtures attached to real estate or part of the real estate. Title to all service equipment provided by Provider as constructed or installed and title to all personal property, shall at all times during the Initial Term and any option periods of this Agreement remain the sole property of Provider. Upon lease expiration the Provider shall remove all equipment and restore the Premises, at Provider's expense. Notwithstanding anything to the contrary, Provider shall not be required to remove from the Premises or the Airport, any structural steel, foundations or underground utilities, conduit. All such materials and equipment not removed by Provider shall be deemed abandoned and shall become the property of Authority.
- g. **Loss of Business Liability.** The Authority shall not be liable to Provider for any loss of business or damages sustained by Provider as a result of any change in the operation or configuration of, or any change in any procedure governing, the use of the Airport or any terminal or other space therein.
- h. **Encumbrances.** The Authority shall not place any encumbrances on the NH-DAS. If the Authority receives notice of the placement of an encumbrance by any third party on the NH-DAS, it shall notify Provider of the same.

## **6.6 Repair and Maintenance.**

Authority shall maintain in good repair all property owned by Authority, including, without limitation, the structural portions of the Airport (including the Premises) which Provider may lease as the Premises. Provider shall maintain in good repair all personal property owned by Provider. Provider covenants and agrees at its expense and without cost or expense to Authority during the term hereof after the Possession Date to the following:

- a. Provider shall maintain in good repair and keep in a clean, neat, safe, sanitary, and orderly condition at all times Premises and all leasehold improvements therein, whether installed by Provider.
- b. Provider agrees for all outside antennas at the Airport to provide at its own expense all design, installation, equipment, utilities, and maintenance of Premises, including but not by way of limitation, maintenance, repairs, and electricity, power, and telephone service. Authority shall be the sole judge of the quality of maintenance.
- c. Provider shall be responsible for all maintenance and repair of Premises except for structural maintenance, utility line maintenance and repairs necessitated by insured occurrences, or repairs necessitated by the negligence or willful acts of the Authority, its employees, agents, and

contractors which are the responsibility of Authority. The structural maintenance obligations of Authority shall include, without limitation, repairs and maintenance of the roof, exterior walls, foundation, and supporting members of the building, excluding doors. All maintenance shall be equal to or greater than the materials, workmanship, and appearance representative of similar areas in the Airport directly controlled by the Authority.

- d. Provider shall provide or cause to be provided a complete and proper arrangement for the adequate sanitary handling and disposal, away from Airport, of all trash, garbage, and other refuse caused as a result of the operations conducted on the Premises. Provider shall keep Premises, at all times, free and clear of wastepaper, trash, rubbish, debris, discarded plastic, graffiti, discarded pallets, or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration to remain on any part of Premises.
- e. Provider agrees that all maintenance-type services to be performed hereunder shall be accomplished by qualified personnel, or where regulated by law, a properly licensed contractor. All repairs shall be of first class quality in both materials and workmanship, shall be equal to or better than the original materials and workmanship, and, except in emergencies requiring immediate response, must have the prior written approval of the Authority. The Authority shall be the sole judge of the quality of maintenance and repairs.

#### **6.7 Telephone Service.**

Provider may obtain telephone services from the Authority at Provider's expense.

#### **6.8 Utilities.**

All reasonable head-end room utility services, including without limitation hookup fees and charges, except telephone and internet service, required by Provider during the Initial Term and any option periods of this Agreement for Premises or facilities located thereon shall be provided by Authority. The Provider will be responsible for paying their portion of the utility charges within the NH-DAS Head End room. Provider shall pay for all outside antenna locations at the Airport installed by the Provider, including but not limited to charges for electricity, and other utilities, including without limitation bringing in power, cable and all other utilities required including installation of utility meters, hookup fees and charges, to be used by Provider on Premises and Authority assumes no responsibility for such utilities. Provider shall, in arranging for utility service, deal directly with the supplier of such service.

#### **6.9 Interruption of Services.**

Provider shall promptly notify Authority of any interruption of any utilities or other services to the Premises, and work cooperatively with Authority and any third party to facilitate the restoration of services. Authority shall not be responsible for any damages to Provider's business arising from such an interruption of services, nor shall any such interruption constitute any grounds for an abatement of any of the rents or other charges reserved hereunder; provided, however, Provider shall be excused from any performance obligations under this Agreement until such time that the utility services are restored, provided the cause of the outage is not due to Provider's negligence.

## **6.10 Damage or Destruction of Premises.**

If the Premises or any portion thereof are damaged by fire or other casualty resulting from any cause whatsoever at any time during the term of this Agreement, (each, a "Casualty Event"), Authority and Provider shall have the following rights:

- a. If feasible, Authority may repair the Premises to a condition as nearly as practicable to that existing prior to the damage and otherwise consistent with applicable law, with reasonable speed and diligence and Provider may place temporary transmission and reception facilities elsewhere in the Airport, if there is available space, at no charge until repairs are complete.
- b. If the Casualty Event is to such extent to render the Premises unsuitable for Provider's continued use, in the Authority's sole determination, Authority or Provider may elect to terminate this Agreement effective as of the date of such casualty upon Provider's receipt of Authority's written determination. Upon such termination, Provider will be entitled to collect all insurance proceeds for NH-DAS.

## **6.11 No Liens.**

Provider agrees to pay, when due, all taxes and fees, and all sums for labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been provided or ordered with Provider's consent to the Premises. If any lien is filed against the Premises which Provider wishes to protest, then Provider shall promptly procure a bond acceptable to Authority, in an amount sufficient to cover the cost of removing the lien from the Premises. Failure to remove the lien or furnish a bond acceptable to Authority within thirty (30) days shall constitute an event of default under this Agreement and Authority shall automatically have the right, but not the obligation, to pay the lien off with no notice to Provider and Provider shall promptly reimburse Authority for any sums so paid to remove any such lien. Provider shall not encumber the Premises or any improvements thereon in any way without prior written approval of Authority.

## **SECTION 7: INDEMNITY, INSURANCE AND SECURITIES**

### **7.1 Indemnity Provisions.**

- a. Provider 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, reasonable expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person

resulting from or arising out of the use, occupancy, or maintenance of the Premises or any improvements thereto, of Provider's operations thereon, or the acts or omissions of Provider'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 Provider or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Provider to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Provider, except that Provider shall not be required to indemnify nor be liable to the Authority with respect to any consequential damages, claims for lost profits or punitive or exemplary damages. The provisions of this Paragraph shall survive the expiration of earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

- b. The foregoing provisions of this Paragraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Provider under this Agreement.
- c. Authority shall indemnify Provider to the extent allowed by law.

## **7.2 Insurance.**

During the Term, Provider must be covered by insurance for Provider's operations and for subcontractors, and for all other parties for whom the Provider is legally liable. Provider, at its own cost and expense, shall secure and maintain the following policies of insurance:

- a. Commercial General Liability Insurance. Provider shall provide and maintain 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), Employment Practices, Crime Liability, protecting Provider, 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 Provider'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 Provider's covenants to and indemnification of the Authority under this Lease, 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

- b. Professional Liability Insurance. Provider shall provide a minimum of \$1,000,000 of coverage.
- c. Business Auto Coverage Form. Whenever Provider or any subconsultant or subcontractor shall use and operate automobiles, trucks, or other vehicles on Airport or public streets and highways in complying with the terms and conditions of this Agreement, each such Provider, subconsultant or subcontractor shall carry Business Auto Coverage Form. The policy or policies shall provide coverage for owned, hired and non-owned automobiles. The policy or policies shall have limits of not less than \$1,000,000 per occurrence limit of liability.
- d. Workers' Compensation and Employers Liability. The policy shall provide Workers' compensation and employer's liability insurance sufficient to cover all of Provider's employees pursuant to North Carolina law, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law. In the event any work is subcontracted, Provider shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to North Carolina law.
- e. Additional Insured. The insurance policies required above shall contain an endorsement listing the Greater Asheville Regional Airport Authority as an additional insured (except for the workers' compensation required in subparagraph 7.2(d) of this Section) and shall further provide that the policy may not be canceled or modified in a way which impairs the protection of the additional insureds without thirty (30) days prior written notice to Authority.
- f. Certificates of Insurance. Within ten (10) days after the Effective Date, the Provider shall provide Authority with certificates evidencing the coverage described above in a form acceptable to Authority. All certificates of insurance shall list Greater Asheville Regional Airport Authority as Certificate Holder.
- g. Rights Reserved by Authority. Authority reserves the right to increase limits and coverage hereunder consistent with industry standards, statute or judicial decision, or Airport policy; provided, however, that any such increase shall be consistent with other similarly situated tenants. Provider shall then cause its insurance coverages hereunder increased to any such new limit.
- h. Policies of Insurance. At Authority's request, the Provider shall provide Authority with the actual policies providing the coverage required above.

### **7.3 Waiver of Damage.**

Provider 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 Leased Premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

## 7.4 Security Deposit

- a. Not later than three (3) business days following the Effective Date of this Agreement, Provider 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 Three Thousand Ninety Four and No/100 Dollars (\$3,094.00) ("Security Deposit"). The Security Deposit shall continuously be maintained throughout the Initial Term and any option periods of this Agreement.
- b. Adjustment to Security Deposit. Authority may increase the amount of the Security Deposit from time to time so that it is equal to three (3) months' MAG then in effect. Authority may increase the amount of the Security Deposit by giving Provider at least thirty calendar days' prior notice of the amount of the increase. Provider shall pay to Authority the additional amount necessary to increase the Security Deposit upon notice from Authority.
- c. Duty to Restore Security Deposit. The Security Deposit insures the full and timely performance by Provider of all its obligations under this Agreement and is security for payment by Provider of all claims by Authority. Authority may draw on or make a claim against the Security Deposit if Provider defaults, breaches or fails to perform under this Agreement. If Authority draws on the Security Deposit pursuant to the terms hereof, then Provider, upon demand from Authority, shall replenish the Security Deposit to its previous amount within thirty calendar days of Authority's written notice to Provider of the draw.
- d. Refund of Security Deposit. After the expiration or earlier termination of this Agreement, Authority shall refund the Security Deposit to Provider less any amount due to Authority by Provider. Authority will not pay interest to Provider on the security deposit, but the Security Deposit may be held in any interest-bearing account for the benefit of the Authority.

## SECTION 8: ENVIRONMENTAL REQUIREMENTS

### 8.1 Comply with All Requirements.

Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

- a. "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.
- b. "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to the General Statutes of North Carolina, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction



thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

- c. "Release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.
- d. Provider's Agreement. Provider agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Provider may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations. Provider shall use the Premises and any other areas at the Airport in compliance with all applicable federal, state or local statutes, ordinances, regulations, orders, policies, including, without limitation, those issued by Authority (including any environmental practices and/or policies adopted by Authority for use in connection with the Airport), which are now existing or hereafter enacted or issued, or the requirements of common law, which in any way pertain to the environment and/or to Provider's use of the Premises and any other areas at the Airport ("Environmental Requirements"). Without limitation, such matters include Provider's (1) use of the Premises and any other areas at the Airport; (2) transportation, handling, or discharge of any materials; or (3) storage, treatment, or disposal of any waste in connection with Provider's use of the Premises.
- e. Environmental Indemnity. Provider shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Provider of its obligations contained in subparagraph (b) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Provider, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.
- f. Environmental Audit. Upon reasonable notice to Provider, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Provider's operations to determine whether Provider has breached its obligations under subparagraph (b) above. Provider shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Provider.
- g. As required by North Carolina law, Authority hereby includes the following notifications as part of this Agreement:

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

## **8.2 Status and Acceptance of the Premises.**

Provider understands and agrees that Authority has not performed any environmental assessments or studies of the Premises as of the Commencement Date, and Provider accepts the same "as is." Provider may conduct such assessments or studies in consultation with Authority at Provider's sole expense, and shall provide to the Authority a copy of any results from such an assessment or study.

## **SECTION 9: TERMINATION**

### **9.1 Default by Provider.**

The occurrence of any of the following events shall constitute a default by Provider under this Agreement: (a) Provider fails to timely pay any installment of rent when due or any other amount due under this Agreement; (b) Provider assigns, transfers, or encumbers this Agreement or any part of Premises except when in strict compliance with the terms of this Agreement; (c) Provider files a petition in bankruptcy, becomes insolvent, has a petition filed against Provider in bankruptcy, or insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days; (d) Provider petitions for or enters into an arrangement for the benefit of creditors or suffers this Agreement to become subject to a writ of execution, and such writ is not released within thirty (30) days; (e) Provider abandons, deserts, or vacates any part of Premises or discontinues operation of the NH-DAS without prior written consent of the Authority for seven (7) or more consecutive days; or (f) except as otherwise set forth above, Provider violates or fails to perform any other obligation to be performed by Provider under this Agreement and fails to cure the same within twenty (20) days following written notice of such violation from Authority, provided however, no such non-monetary default will be deemed to exist if Provider has commenced to cure such default within such twenty (20) day time period and provided that such efforts are prosecuted to completion with reasonable diligence.

### **9.2 Remedies.**

On any default by Provider under this Agreement, Authority may at any time, without waiving or limiting any other right or remedy available to Authority, (a) terminate Provider's rights under this Agreement by written notice, (b) re-enter and take possession of Premises by any lawful means (with or without terminating this Agreement), or (c) pursue any other remedy allowed by law. Provider shall pay to Authority the reasonable cost of recovering possession of the Premises, all reasonable costs of reletting the Premises, and all other reasonable costs and damages arising out of Provider's default, including reasonable attorneys' fees and costs. Notwithstanding any termination of Provider's rights under this Agreement or re-entry of the Premises, the liability of Provider for all amounts payable under this Agreement shall not be extinguished for the balance of the term, and Provider agrees to compensate Authority on demand for any deficiency. No re-entry or taking possession of Premises or other action by Authority on or following the occurrence of any default by Provider shall be construed as an election by Authority to terminate this Agreement or as an acceptance of any surrender of the Premises, unless Authority provides Provider written notice of such termination or acceptance. Following a default by Provider under this Agreement, Authority shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable North Carolina law.

### **9.3 Past-due Amounts.**

Late fees and interest shall be charged as set forth in Section 4.

### **9.4 Default by Authority.**

In the event that (a) one or more of Authority's representations or warranties made in this Agreement is false in any material respect, or (b) Authority shall fail to observe or perform any of the terms and conditions of this Agreement to be observed or performed by Authority, and Authority shall not remedy such failure as soon as reasonably practicable after written notice thereof is given to Authority, but in no event later than 30 days thereafter, or if such failure is not reasonably susceptible to being remedied within such 30 day period, if Authority shall not within such 30 day period commence to remedy such failure and thereafter exercise commercially reasonable efforts to prosecute such remedy to completion. Upon the occurrence of an Authority Event of Default, Provider, subject to the terms hereof, shall be entitled to pursue any and all legal and equitable rights and remedies permitted by Applicable Law. If Provider pursues an action for damages or injunctive relief, Provider's monetary damage claim shall be limited to actual damages incurred by Provider by reason of a Authority Event of Default, but in no event shall such damages include consequential damages.

### **9.5 Surrender Upon Termination.**

- a. Upon the expiration or earlier termination of the Agreement for any reason, Provider agrees to remove all equipment installed as part of the NH-DAS by the Provider ("Personal Property") or if Provider requests to leave equipment in place and upon Authority's written approval, Provider may leave equipment in place which shall then revert to the Authority's ownership without compensation to Provider. If the Authority determines in its sole discretion to not take possession and ownership of the Personal Property, Provider shall remove all Personal Property (which shall be clearly labeled during installation) and return the Premises to Authority as set forth herein and in as good condition as of the completion date of last improvement, except for such changes in condition as may be caused by usual wear and tear. Provider shall have sixty (60) days within which to remove its Personal Property from the Premises, subject to any lien of Authority by reason of any default of the Provider hereunder. If Provider fails to remove its personal property within sixty (60) days, Authority may store or retain possession of said Personal Property and, after sixty (60) days, may retain ownership or sell the Personal Property at public auction, all at Provider's risk and expense. The proceeds from any such public sale shall belong to Authority free and clear from any claim of Provider. Provider shall, whenever necessary, protect the Premises and surrounding areas from any damage which might be occasioned by reason of such removal.
- b. Provider covenants and agrees to yield and deliver peaceably to Authority possession of the Premises on the date of the cessation of the letting hereunder, whether such cessation be by termination or expiration, promptly and in as good condition as at the commencement of the letting, or, if improved, in as good condition as of the completion date of the last improvement made to the Premises, excepting reasonable wear and tear.

## SECTION 10: MISCELLANEOUS PROVISIONS

### 10.1 FAA Nondiscrimination Clause.

- a. Provider, 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 Agreement; (b) that in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Provider 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, Provider 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. 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, Provider agrees that it will adopt any such requirement as a part of this Agreement. If Provider 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 Provider 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 Provider 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 Agreement and to re-enter and repossess said Premises, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights. Further, Providers 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. Provider 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. Provider 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 Agreement. Provider 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 Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Providers operations under this Agreement.

- b. Provider shall submit information as required concerning the Disadvantaged Business Enterprise (“DBEs”) 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. Provider agrees that it will make substantial good faith efforts to obtain participation of ACDBEs through joint venturing with an ACDBE partner and or utilizing ACDBE vendors/suppliers, when available. An ACDBE Letter of Intent Form is attached as Exhibit E. The Provider shall make good faith efforts to explore all available ACDBE opportunities and submit information annually for the period October 1 through September 30, to the Authority to certify the good faith efforts have been made, during the Initial Term and any option periods.
- c. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate this Agreement and to re-enter and repossess Premises as if said Agreement had never been made or issued.
- d. Provider does hereby agree to include the above clauses in all subleases and cause sublessees to similarly include clauses in further subleases.
- e. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Federal law or rules and regulations.

## **10.2 Subordination to FAA Requirements.**

This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between Authority and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Agreement will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

## **10.3 Reservation of Rights.**

- a. 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 Provider's use of the Premises. Provider 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 Provider'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 Provider; provided, however, Provider shall be excused from any performance obligations under this Agreement from any interference with the NH-DAS that results from Authority's construction, installation, maintenance, repair, replacement, or removal efforts, until such interference is resolved. 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.

- b. It will be a condition of this Agreement, that Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, 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, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Airport.
- c. Provider expressly agrees for itself, its successors, and assigns to prevent any use of Premises, which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

#### **10.4 Right to Amend.**

Provider covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or Transportation Security Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Provider shall promptly consent in writing to such modifications; provided, such modifications shall not adversely affect, in Provider's reasonable discretion, Provider's rights (including, without limitation Provider's rights of exclusivity with respect to the Permitted Use), or increase Provider's obligations (including, without limitation, any financial obligation of Provider) under this Agreement.

#### **10.5 Comply with All Laws.**

In providing its services hereunder, Provider agrees to comply at its own expense with all applicable laws of the United States of America, the state of North Carolina, Authority and other local authorities, and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration and Transportation Security Administration with reference to Airport security; and all applicable lawful rules, regulations and ordinances of Authority now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations, and all Airport Rules and Regulations as they may be issued from time to time.

## **10.6 Public Records Access and Management.**

Authority is subject to the requirements of the North Carolina General Statutes, Chapter 132 and Authority is subject to disclosure unless such materials are exempt in accordance with this statute. The burden of claiming an exemption from disclosure shall rest solely with Provider. Proprietary design work, work product, or intra-agency communications that are otherwise public records pursuant to G.S. 132-1, are no longer confidential and subject to disclosure upon contract award. Provider specifically waives any claims against Authority related to disclosure of any materials pursuant to this statute.

## **10.7 Damage to Property.**

Provider shall be responsible for any and all damage to property belonging to Authority and/or Authority's tenants to the extent caused by an act or omission of Provider or any of Provider's agents or employees. Provider shall be responsible for repairing any damaged property to the Authority's satisfaction and shall pay the costs thereof. Provider shall notify Authority of any such property damage, or other potential claims or losses relating to such property, promptly after becoming aware of such damage.

## **10.8 Non-exclusive Remedies.**

Authority's remedies under this Agreement shall be non-exclusive.

## **10.9 Survival.**

Any conditions, warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.

## **10.10 Approvals.**

Except as otherwise provided in this Agreement, if any consent, approval, determination, judgment or concurrence is required of Authority, it is agreed that such consent, approval, determination, judgment or concurrence shall not be unreasonably withheld, conditioned, or delayed.

## **10.11 Time of the Essence.**

Time is of the essence in the performance of every covenant and condition of this Agreement.

## **10.12 Independent Contractor.**

Provider is an Independent Contractor. It is expressly understood and agreed by and between the parties hereto that Provider is and shall remain an independent contractor responsible to all parties for all of its acts or omissions and Authority shall be in no way responsible for Provider's acts or omissions.

## **10.13 Employment Status Verification.**

Provider certifies as to its own entity, under penalty of perjury, that Provider has registered and is participating in the E-Verification to verify the work eligibility status of the Proposers' employees that are employed in the state of North Carolina. Proposer shall require that the following provision

be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the E-Verification, the employment status of each new employee of the respective subcontractor, all in accordance with North Carolina General Statutes Section 143-133.3 and to comply with all applicable employee status verification laws. Such affidavit must be provided to contractor prior to the notice to proceed for the subcontractor to perform the work."

#### **10.14 Force Majeure.**

- a. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of Authority or Provider hereunder, their respective contractors or subcontractors (a "Force Majeure Event"), except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of Authority or Provider. Authority and Provider shall use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this section is intended or shall be construed to abate, postpone or in any respect diminish Provider's obligations to make payments when due to Authority pursuant to this Agreement.
- b. Authority shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction. Authority shall also have the right to manage and employ procedures to effectuate energy conservation measures at the Airport and Provider shall fully cooperate with Authority in these efforts.

#### **10.15 Notice Addresses.**

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 emailed and mailed by certified mail, return receipt requested, or by receipted overnight delivery, to Authority and Provider at the following addresses:

**by U.S. Mail and email:**

AUTHORITY  
President & CEO  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite 1  
Fletcher, NC 28732  
Email: [pr@flyavl.com](mailto:pr@flyavl.com)

BOLDYN NETWORKS US IV LLC  
121 Innovation Drive, Suite 200  
Irvine CA 92617-3094  
877-999-7070  
Attention: Legal  
With a copy to: [assetmanagement@mobilitie.com](mailto:assetmanagement@mobilitie.com)



**by Overnight Delivery**

AUTHORITY  
President & CEO  
Greater Asheville Regional Airport Authority  
61 Terminal Drive, Suite1  
Fletcher, NC 28732

BOLDYN NETWORKS US IV LLC  
121 Innovation Drive, Suite 200  
Irvine CA 92617-3094  
877-999-7070  
Attention: Legal

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

**10.16 No Liability to Third-Parties.**

Authority has no liability to any third party for any approval of Provider's plans, construction of NH-DAS, negligence, failure to comply with the provisions of this Agreement, including any absence or inadequacy of insurance required to be carried by Provider, or otherwise as a result of the existence of this Agreement. Except as expressly stated herein, this Agreement does not create and may not be construed as creating any right or privilege in any person that is not a Party to this Agreement.

**10.17 Further Assurances.**

Provider shall execute any document or take any action in connection with the performance of this Agreement, including providing estopped certificates, as may be reasonably required by Authority.

**10.18 Severability Clause.**

If any of the terms, conditions, provisions, warranties or covenants of this Agreement, or any portions thereof, shall contravene or be invalid under the laws or regulations of the State of North Carolina or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Agreement, but this Agreement shall be construed as if not containing the particular term, condition, provision, warranty or covenant or portion thereof held to be in contravention or invalid, and the rights and obligations of the parties shall be construed accordingly.

**10.19 Covenants, Conditions, and Restrictions.**

This Agreement is subject and subordinate to the effect of any bond requirement, covenants, conditions, restriction, easement, mortgages, deeds of trust, ground leases, rights of way, and any matters of record now or hereafter imposed upon the Premises, and to any applicable land use or zoning laws or regulations. Provider shall, upon request of Authority, execute and deliver agreements of subordination in the form requested by Authority.

#### **10.20 Joint and Several Obligations.**

If Provider consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

#### **10.21 No Limit on Authority's Powers.**

Nothing in this Agreement shall limit, in any way, the power and right of Authority to exercise its governmental rights and powers in any way, including such as may affect the Airport, the Premises, or any other area under the jurisdiction of Authority, and including Authority's powers of eminent domain.

#### **10.22 Non-Waiver.**

No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, or observed by the other party will be construed as, or will operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained to be performed, kept, or observed by the other party.

#### **10.23 Nonliability of Agents and Employees.**

No officer, agent, or employee of Authority or Provider will be charged personally or held liable under the provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

#### **10.24 Representations by the Provider.**

The Provider makes the following representations as the basis for the undertakings on its part herein contained:

- a. The Provider is a Delaware, Limited Liability Company organized under the laws of the state set forth above and duly qualified to do business in the state of North Carolina, is in good standing in the state of North Carolina and the state of organization, has power to execute and enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement.
- b. This Agreement constitutes the valid and binding obligation of the Provider, enforceable against the Provider in accordance with its terms.
- c. All approvals or consents necessary in order for the Provider to execute and deliver this Agreement have been obtained.
- d. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, ordinance or any agreement or instrument to which the Provider is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon

any of the property or assets of the Provider under the terms of any instrument or agreement.

- e. There is no litigation now pending or, to the Provider’s knowledge, threatened, challenging the corporate existence or powers of the Provider, in any way affecting this Agreement or in any way having a material adverse effect on the operations or finances of the Provider.

**10.25 Entire Agreement.**

This Agreement, including the attached exhibits, embodies the entire agreement between Authority and Provider relating to the subject matter hereof, supersedes all prior agreements and understandings, written or oral, express or implied, between Authority and Provider relating thereto. This Agreement, including the attached exhibits and endorsements, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties.

**10.26 Governing Law and Venue.**

This Agreement is made and entered into in Buncombe County, North Carolina, and North Carolina law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a federal or state court in Buncombe County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first written above.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

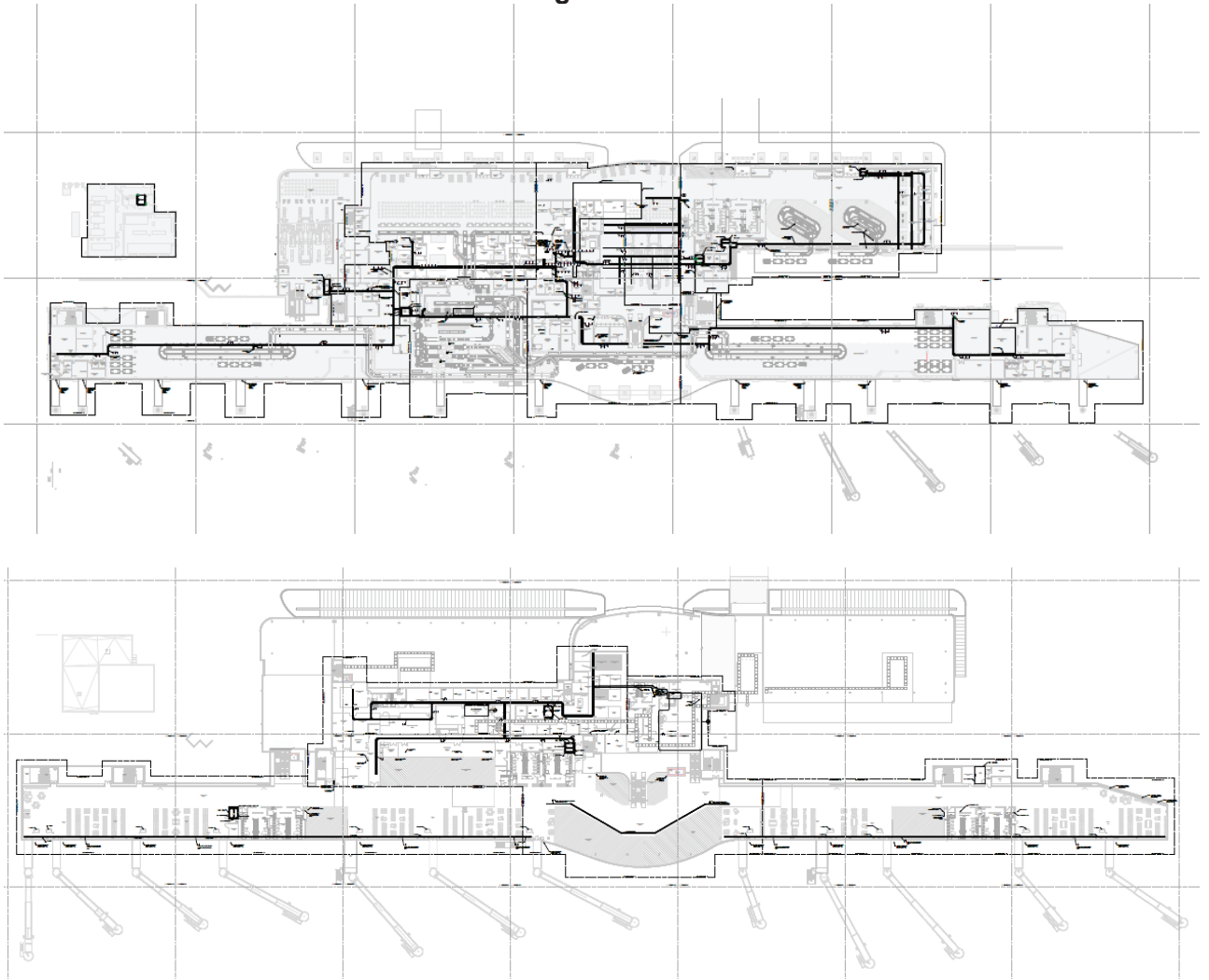
By: \_\_\_\_\_  
Lew Bleiweis, A.A.E.  
President & CEO

**BOLDYN NETWORKS US IV LLC,**

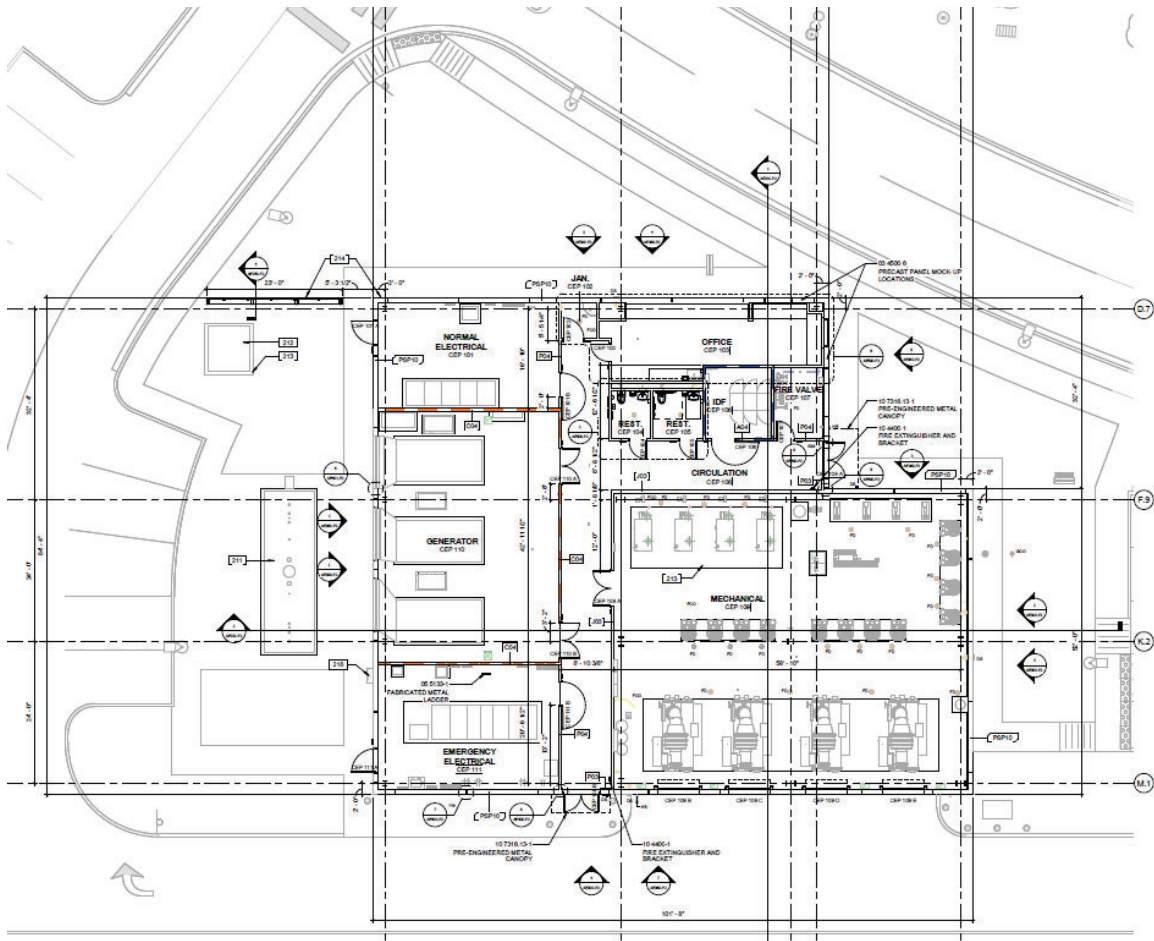
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Jason Caliento  
Chief Commercial Officer

## EXHIBIT A - PREMISES

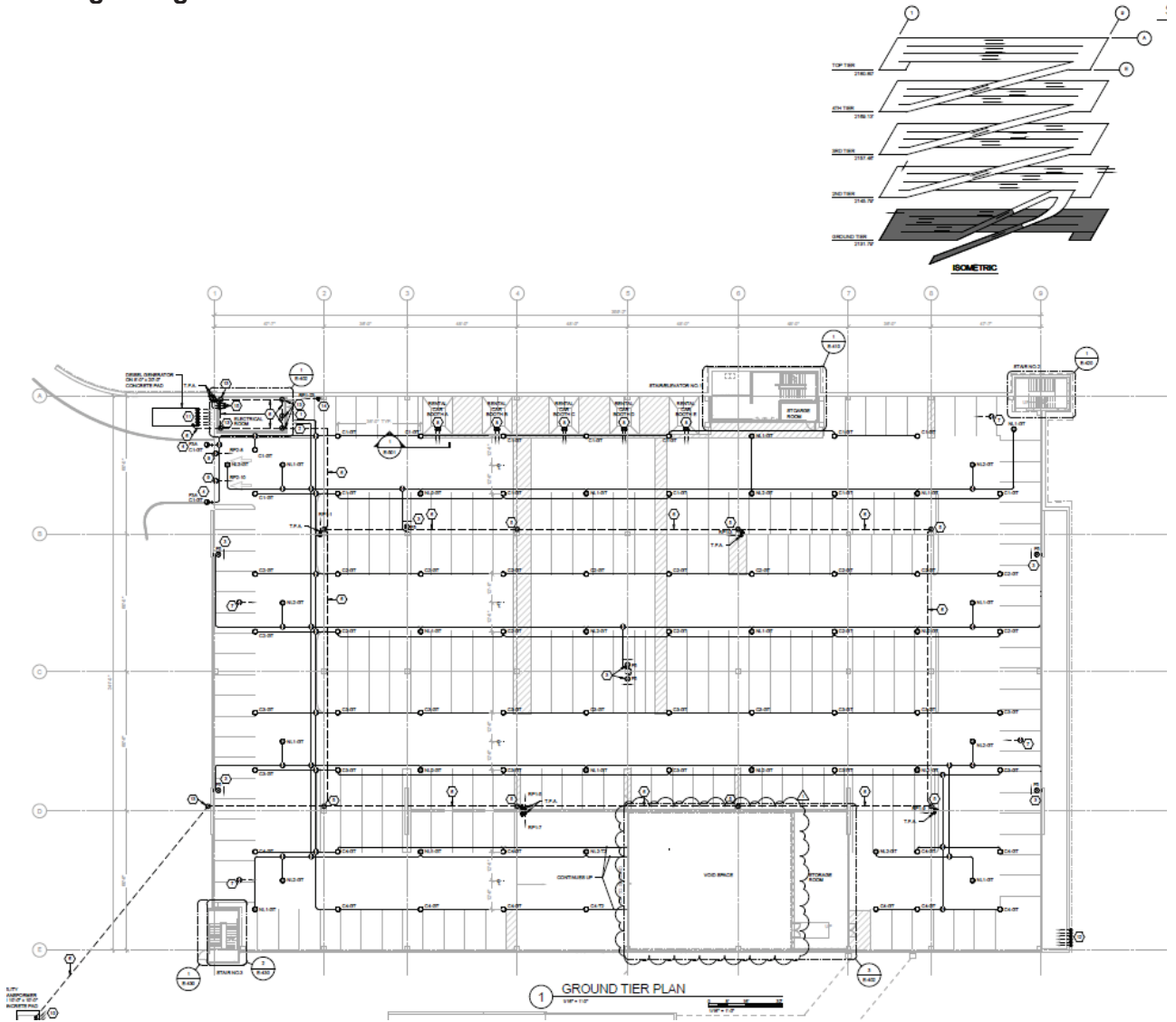
### Level One and Level Two Terminal Building



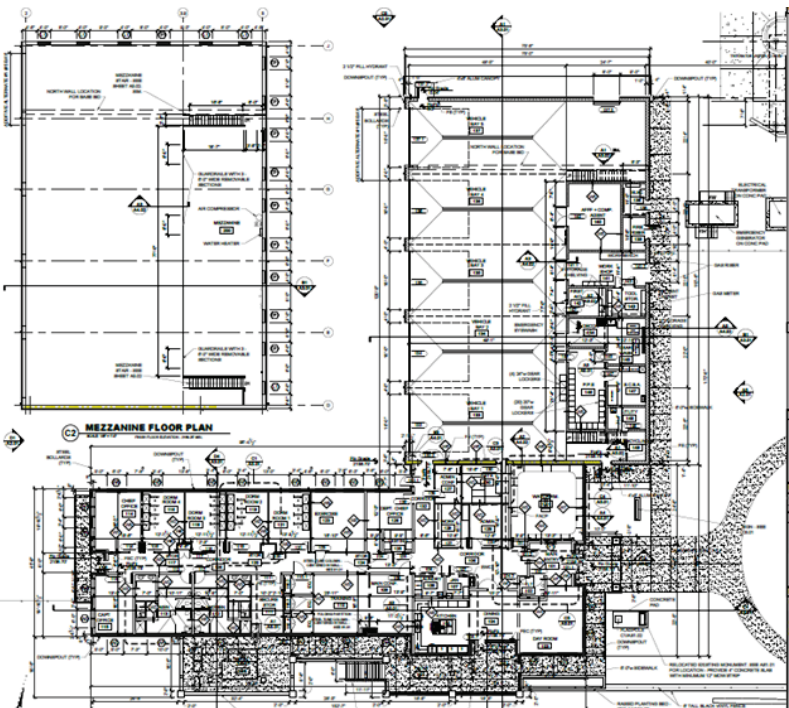
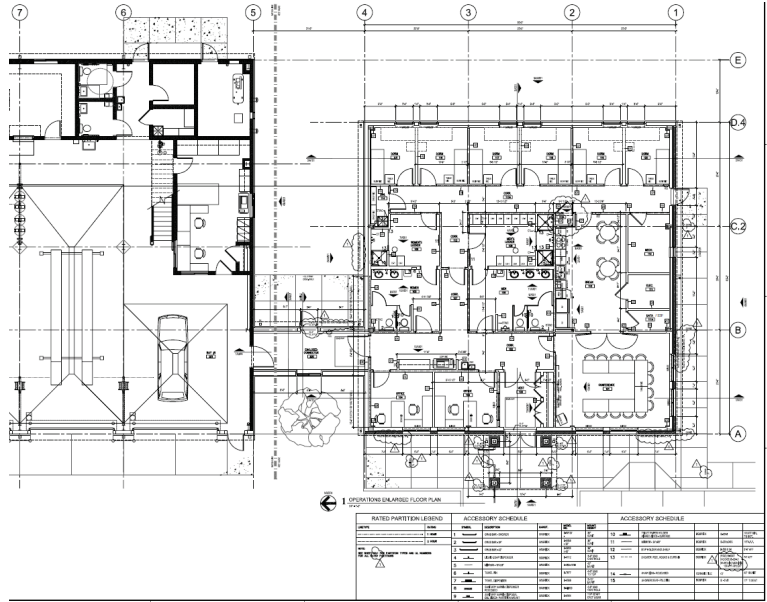
# Central Energy Plant



# Parking Garage 5 levels



# Maintenance Building and Public Safety Building



## **EXHIBIT B - SCOPE OF WORK AND AREA**

The Proposer shall provide the following services as described below:

### **GENERAL**

1. Provide cellular wireless carrier coordination, design of a campus-wide Neutral Host Distributed Antenna System (“NH-DAS”) including in-building and exterior areas of the campus, construction of all components of the NH-DAS (in-building and exterior components) and monitoring and maintenance of the NH-DAS at the Asheville Regional Airport. This work shall be coordinated closely with the ongoing TMP construction and will necessitate a phased approach to the design and construction of the deployed NH-DAS. Provider shall provide a phased deployment of the NH-DAS to the new facilities at the North Concourse and South Concourse (passenger terminal building and the central utility plant) and existing facilities (all levels of the parking garage, the public safety building, and the maintenance building). The majority of the new structures are scheduled to start phased operation by the 1st Quarter 2025, with passengers utilizing the newly installed NH-DAS system. The North Concourse is anticipated to be completed in 2025 and the South Concourse is anticipated to be completed in 2027. As part of the TMP, the existing terminal buildings and portions of the existing concourses are scheduled to be demolished as part of the construction phasing plans.
2. The Provider will collaborate with the Authority and ATC Indoor DAS, LLC to accommodate Authority’s removal of the existing indoor DAS system within the existing terminal that the telecommunications company T-Mobile has permitted access.
3. Wireless Carrier Access and Lease Agreements:
  - a. Contracts for carrier participation on the NH-DAS shall be negotiated and managed by the Provider on an on-going basis for the Initial Term and any option periods of the agreement. The Provider shall negotiate access and lease fees from each carrier. The Provider shall not set-up additional revenue sources through advertising or other means that are outside of the scope of the NH-DAS agreement between the Authority and Provider.
  - b. The Provider shall develop solutions to enhance the coverage of wireless carrier signals in the existing terminals, concourses, public safety and maintenance buildings, and exterior areas as required to provide acceptable cellular coverage.
4. The Provider shall develop and implement a plan that provides cellular coverage for the following areas:
  - a. All public Areas of the terminal, concourses and parking which are accessible by passengers – new and existing
  - b. Airline Ticketing Offices - new
  - c. Airline Badging Offices - new
  - d. Airline Ramp Offices - new
  - e. Concessions and Retail Support Spaces - new
  - f. Baggage Processing and Inspection Areas - new
  - g. TSA and CBP Support Areas - new
  - h. Rental Car Counters and Offices - new
  - i. Parking Office adjacent to Parking Garage - existing
  - j. All levels of the Parking Garage(Rental Cars are located on the ground level) - existing
  - k. Public Safety Building - existing
  - l. Maintenance Building - existing
  - m. Central Energy Plant – new



## DESIGN REQUIREMENTS

1. The NH-DAS shall be a neutral-host system capable of supporting all wireless carriers and their respective frequencies and technologies. It is the Provider's responsibility to ensure that there is no harmful interference between signals operating on the cellular carrier NH-DAS, and between the cellular carrier NH-DAS and cellular macro sites public safety, and operational radio systems.
2. To support the distribution of cellular carrier NH-DAS signals to existing facilities, there is Authority communications infrastructure (pathway and single mode fiber optic cabling) that shall be available to the Provider. The use of Authority owned infrastructure shall be coordinated with Authority. The Provider shall identify all of their connectivity requirements to existing facilities to support the proposed design and coordinate with Authority to determine if existing infrastructure is available.
  - a. The existing facilities are limited to the parking garage, department of public safety building and maintenance building. All other referenced facilities shall be new construction under the TMP.
3. NH-DAS equipment will be installed in Authority communications spaces. Telecommunications Rooms (TRs) are available throughout the TMP to support remote equipment installations. Power and emergency power are available within all TR locations and shall be utilized by the NH-DAS. Location of equipment installations in other airport facilities shall be coordinated with the Authority. All selected locations are subject to Authority approval prior to equipment installation.
4. During the initial design phase of the NH-DAS, the Provider shall participate in regular design team meetings, as necessary, to allow for design review and input by Authority and coordination with the TMP.
5. TMP Coordination:
  - a. The Provider shall complete the design of the NH-DAS in conjunction with the TMP. Some elements of shared communications infrastructure shall be constructed under the TMP. Some NH-DAS pathways to antenna locations are being constructed under the TMP. All pathways being provided by TMP are in the current TMP plans. Provider shall review the TMP provided infrastructure and is responsible for providing any, and all additional infrastructure required for a fully functional NH-DAS. Installation of any new cable routing pathways and appurtenances (i.e., conduit, hangers, ceiling enclosures, etc.) by the Provider shall be coordinated with the TMP construction team. Additionally, the Provider shall coordinate with the TMP design team for the location, configuration, and aesthetics of all indoor antennae that will be installed in the new facilities.
  - b. The TMP will provide a NH-DAS Main Equipment Room ("DMER") shell space, a primary telecommunications ground connection, two 5-ton computer room air-conditioning (CRAC) units, and two electrical panels (120/208 V, 3-phase, 100 amps) within the DMER. The TMP provided electrical service will have a standby power source (generator backup, no UPS provided) for emergencies. Any additional emergency power provisions, increased electrical capacity, and increased HVAC capacity required to support the NH-DAS head-end equipment shall be provided by the Provider. The TMP will provide pathways and fiber from the DMER to TR's for connections to remote NH-DAS equipment as needed.
  - c. The TMP will provide part of the horizontal cable pathways to support antenna cabling. These pathways will include cable tray to the nearest TR. The Provider shall coordinate use of these pathways in the design documents, as needed. The Provider shall coordinate placement of antennas on all finished surfaces (primarily in/on

- ceilings). The Provider will be responsible for any conduit or other pathway required for individual device cabling and mounting.
6. The Provider shall produce construction level system design and installation drawings for review by Authority prior to installation of the system. After review of the initial drawings, the Provider shall finalize the construction drawing package. The Provider shall be responsible for all drawings, documents, certifications, PE stamps and permits required for NH-DAS construction and operation. The Provider shall coordinate with the wireless carriers for space allocation within the NH-DAS main equipment room. The Provider shall review the wireless carriers' design plans with the Authority and include the necessary supporting infrastructure for the wireless carrier base station equipment. Along with project drawings, the Provider shall submit product data information via manufacturer cutsheets or similar literature for any additional components or changes to components that were submitted as part of the proposal response. All equipment, cables, antennas and accessories to be installed shall be pre-approved by Authority's designated representative prior to installation.

### **CONSTRUCTION REQUIREMENTS**

1. The Provider shall construct all required elements of the any head-end site(s), as required.
2. Bonding Requirements. Provider 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 improvements constructed and/or installed on the Premises by Provider. Provider 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 Provider 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 improvements; (b) performance of any construction required under this Agreement; and (c) payment of all labor and materials, assuring the Authority that the construction of any Provider improvement 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.
2. Provider shall ensure, at Provider's sole cost and expense, all employees obtain an Airport-issued ID badge and shall ensure all employees wear and display in an acceptable manner their Airport ID at all times while on Airport property. Employees must fully comply with all applicable TSA regulations regarding conduct and access to the Airport Operating Area ("Airport Operating Area").
3. Provider shall monitor the movement of its vehicles or equipment to minimize conflict with other functions and users of the Airport and shall coordinate its use of the Airport with the GARAA, Airport tenants, and other users. Provider shall be responsible for all requirements associated with driving on the airfield (insurance, training, etc.).
4. Provider agrees that it shall be responsible for ensuring that its employees abide by all applicable federal, state, local, and Authority laws, rules and regulations including, without limitation, the Airport's Rules and Regulations, the Airport's security plan, and all applicable FAA, CBP, TSA, and Authority security rules, regulations, plans orders, directives, requirements, and procedures.
5. During construction, the Provider shall participate in regular construction meetings to ensure coordination with the Authority and the TMP. The Construction Manager at Risk ("CMAR") for the TMP is Hensel Phelps. Provider shall be required to work directly with Hensel Phelps or other designated contact for all construction coordination in the field.

6. Wireless carriers may provide separate construction of their equipment and supporting infrastructure, but the Provider shall be responsible for coordinating all construction elements and shall serve as the construction manager.
7. The NH-DAS equipment shall be installed during the TMP construction process, and the Provider shall coordinate all installation activities with the TMP Construction Manager(s). The Provider shall integrate the NH-DAS installation schedule with the overall TMP construction schedules. The Provider shall develop a construction schedule covering all construction activities related to the NH-DAS.
8. The Provider shall provide the construction of all remaining elements of the NH-DAS main equipment room required for an operational and fully functional NH-DAS in accordance with the approved construction drawings and submittals. The Provider shall coordinate the installation of all wireless carrier equipment. This includes the provisioning of a new End of Rack, central UPS for the equipment within the room.
9. The Provider shall provide all antennas, antenna cabling (all cabling from Communication Rooms to antennas) and ancillary signal distribution components. Antenna cabling shall be routed in cable pathways. Provider shall coordinate use of cable pathways with the TMP contractor. Any pathways required beyond that in the current TMP plans shall be provided by the Provider.
10. The Provider shall have all Provider staff attend all required safety briefings required by the TMP contractor for site access. The Provider shall coordinate site access and all installations with the TMP contractor prior to installations.
11. The Provider shall prepare Method of Procedure ("MOP") documentation for all work that may affect ongoing normal airport operations (traffic blockage and detours, utilities interruptions, excavation, access to manholes, etc.).
12. The Provider shall submit and receive Authority approval before any such work is started.

#### **TECHNICAL REQUIREMENTS.**

The Provider shall conform to the following technical requirements:

1. Design Approach
  - a. The system shall, to the greatest extent possible, use off-the-shelf systems (software and hardware components) and shall embrace systems and technologies that have been developed and successfully implemented.
2. General Requirements
  - a. References
    - 1) All specific references in the specifications to codes, rules, regulations, standards, manufacturer's instructions, or requirements of regulatory agencies shall mean the latest edition in print of each that is in effect at the date of contract, unless the document is shown dated.
    - 2) Conflicts:
      - a) Between referenced requirements: Comply with the one which establishes the more stringent requirements.
      - b) Between referenced requirements and contract documents: Comply with the one which establishes the more stringent requirements.
      - c) When conflicts arise, the GARAA shall have the final determination as to which document should be adhered to.
    - 3) General References:
      - a) Telecommunication Industry Association / Electronic Industries Association (TIA / EIA) 568B – Commercial Building Telecommunications Wiring Standards

- b) ANSI / TIA / EIA 607 – Commercial Building Grounding and Bonding Requirements
- c) Underwriters Laboratory (UL®) Cable Certification and Follow-Up Program
- d) National Electrical Manufacturers Association (NEMA)
- e) American Society for Testing Materials (ASTM)
- f) National Electric Code (NEC®)
- g) UL Testing Bulletin
- h) Institute of Electrical and Electronics Engineers
- i) IEEE 142-1991, Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- j) American National Standards Institute (ANSI) X3T9.5 – Requirements for UTP at 100 Mbps.
- k) ANSI/IEEE recommended practice 802.7-1989 - Broadband Local Area Networks (pertaining to RF signals applied to the LAN coaxial cables).
- l) Interface table (RFC 1573)
- m) Bridge MIB (RFC 1493)
- n) BICSI Telecommunications Distribution Methods Manual (Tenth Edition).
- o) FCC 47 Part 68 Code of Federal Regulations, Title 47, Telecommunications.
- p) IEEE National Electrical Safety Code (NESC)
- q) UL 1863 Underwriters Laboratories Standard for Safety – Communications Circuit Accessories.
- r) Federal Communications Commission (FCC):
- s) 49 CFR Part 18 - Transportation: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- t) 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- u) International Organization for Standardization (ISO):
- v) ISO 9001; Quality Assurance in Design/Development, Production, Installation, and Servicing
- w) ISO 9003; Quality Assurance in Final Inspection and Test
- x) ISO 9004; Quality Management and Quality System Elements Guidelines

### **CONSTRUCTOR SUBMITTALS**

- 1) Post-Award Submittals (submitted after contract award): All submittals are subject to GARAA approval. Contract submittals shall be submitted for one round of review and comment by the GARAA.
- 2) The Provider shall be responsible for incorporating all comments and resubmitting. If a revised submittal is rejected by the GARAA, additional review and comment of the submittal shall be conducted by the GARAA at the Provider's expense.
- 3) The delivery dates of submittals will be negotiated unless specified herein. The Provider shall supply any submittal within five (5) working days if requested by the GARAA.
- 4) The Provider shall provide the following submittals in addition to those already required throughout the document, following award:
  - a. Submittal Schedule

- b. Detailed Project Schedule, coordinated with TMP
- c. System Environmental Requirements: Provide the environmental specifications for each system component that will be located in an Airport communications room. This information shall include heat load documentation, electrical requirements, equipment dimensions and weight, and any special requirements or limitations of each system component.
- d. Proposed Products List: Include name of manufacturer, trade name, model number, related section number, specification paragraph numbers, and reference standards for each listed product.
- e. System Drawings: The Provider shall submit drawings that clearly illustrate the proposed system(s) architecture and show the normal flow of data throughout the system(s). Drawings shall also be provided which show the location for all devices to be deployed. The drawing submittals shall be completed at a 50% and 100% design level, and coordinated with the TMP.
- f. Head-end Configuration: The Provider shall submit drawings and documentation clearly indicating the NH-DAS head-end configuration. Configuration details shall include rack layout, hardware and software configuration, and network configuration.
- g. System Administration Documentation: If, after the original agreement expires and the GARAA chooses to perform management of the NH-DAS in-house, the Provider shall supply System Administration documentation that details the operation of the NH-DAS. This documentation shall provide complete information on the operation, maintenance, and troubleshooting of the systems and shall include a parts list and sources of supply for parts. The manuals are to be bound in three ring or spiral binders with a table of contents and a tab for each section or division. The information included in this documentation shall be reviewed with the GARAA if the GARAA exercises the option to assume control of the system via NH-DAS training provided by the Provider. In addition, electronic copies in a GARAA approved format shall be provided.
- h. As-built drawings: The Provider shall supply system as-built drawings prior to final system acceptance. These drawings shall be in a drawing format approved by the GARAA and shall detail system component interconnectivity, component locations, and room/rack layouts.
- i. Documentation Reference: The Provider shall supply a complete list and cross-reference of all supplied documents (i.e., name, brief description, and document number).
- j. Maintenance Schedule: A recommended schedule for preventative, routine, and emergency maintenance indicating frequency and response time. Preventative maintenance services during peak activity periods shall be avoided. The Provider shall coordinate with the GARAA to define peak activity periods. The Provider shall submit a finalized preventative maintenance schedule for GARAA approval.
- k. Disaster Recovery Plan: Due to the critical nature of airport operations, the Provider shall prepare a disaster recovery plan for the NH-DAS. The Provider shall include a description of how the Provider will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment and other requirements to ensure that the NH-DAS is up and running properly throughout a disaster scenario. Provide a timetable detailing actions in a "cause and event" scenario. A summary description of the Provider's plan shall be provided with the proposal response, a detailed "disaster recovery plan" shall be delivered to the GARAA within 90 days of notice to proceed.

## **WIRELESS REQUIREMENTS**

1. Vendor Neutral Cellular Devices
  - a. The NH-DAS shall allow all cellular carriers who wish to participate at the Airport to utilize the system. This will require the NH-DAS to accommodate all spectrums that cellular carriers are currently utilizing and shall adapt to support future spectrums that cellular carriers may utilize, as approved by the FCC, throughout the length of the contract.

## **SYSTEM ARCHITECTURE REQUIREMENTS**

1. The architecture of the NH-DAS should allow for rapid and cost-effective adaptation to new radio frequency bands being supported.
2. The NH-DAS shall support all requirements of the cellular carriers for system dBm strength.
3. NH-DAS shall support CBRS radio bands.
4. The NH-DAS shall utilize a fault tolerant design, avoiding single points of failure in the system.
5. The NH-DAS shall support a service level of 99.9% up time for all systems operated by the NH-DAS, subject to any Excused Outages (as defined below).
6. **"Excused Outages"** means outages and/or lack of availability of the NH-DAS service or installed equipment related to the NH-DAS services caused by or related to: (i) routine repair and maintenance (ii) events/occurrences caused by Authority (which for the avoidance of doubt include Authority's contractors or agents and Authority's licensees other than Provider), (iii) intentional and/or physical acts of end users, (iv) power failure, (v) Force Majeure Event(s), (vi) events/occurrences related to backhaul (not caused by Provider, which for the avoidance of doubt, includes its contractors/agents/ISP), (vii) interference caused by systems or environments outside of Provider's control, (viii) necessary equipment repairs and/or replacements (including the time it takes for Authority to approve the costs thereof) that are not caused by Provider's acts or omissions, (ix) maintenance work and/or relocations, and/or (x) items beyond the reasonable control of Provider.

## **HARDWARE REQUIREMENTS**

1. The NH-DAS, as defined in this RFP document, shall include all configured hardware necessary for a fully functional system. The Provider shall supply all cabling, connectors, adapters, and termination equipment necessary to interconnect all system hardware. All hardware and materials shall be new.
2. Hardware requirements given are the minimum requirements. The Provider's product shall meet or exceed these requirements. The hardware selected shall meet the operational, functional, and performance requirements specified herein.
4. The Provider is responsible for providing fans, shelves, drawers, special power wiring, ground connections, cables, connectors, appurtenances, ceiling enclosures, wall mount kits and adapters of any kind necessary to accommodate the system installation, operation, testing, and maintenance.

## **SUPPORTING INFRASTRUCTURE**

1. **Hardware Structures:** The Provider is responsible for providing all hardware and associated appurtenances required for final installation except for any WSP equipment. The Provider shall be responsible for performing the appropriate coordination with GARAA to ensure all NH-DAS equipment will be accommodated. The Provider will be required to create and submit shop drawing component drawings detailing the exact mounting requirements for each component and device to be supplied by this project as well as the detail information for any casework that is to be

installed to support the NH-DAS devices. Note that the TMP is installing several ceiling types including metal panels. Weight relief shall be required so that the panel does not support the weight of the antennae.

2. Equipment racks and use of walls: The Provider shall be responsible for supply and installation of all equipment racks/cabinets/wall mounts that may be required in addition to what is provided by the TMP, for equipment installation with the tenant communication rooms. The Provider shall coordinate with GARAA's designated Project Manager to determine installation locations.
3. Cable Management:
  - a. Metal, with integral wire retaining fingers.
  - b. Baked-polyester powder coat finish.
  - c. Vertical cable management panels shall have front and rear channels, with covers.
  - d. Provide horizontal crossover cable manager at top of each relay rack, with a minimum height of two rack units each.
4. Environmental Rating
  - a. Equipment shall be rated for continuous operation under the ambient environmental temperature, humidity, and vibration conditions encountered at the installed location. For devices located in harsh environments such as interior uncontrolled or exterior environments, the Provider shall provide the necessary industrialization or hardened enclosures to ensure proper equipment operation and performance.

## **EXHIBIT C - SERVICE AND OPERATIONAL STANDARDS**

### **NH-DAS SERVICE REQUIREMENTS**

1. The NH-DAS shall be a vendor-neutral solution which supports all major wireless carriers desiring to supply wireless service on the Airport campus.
2. The NH-DAS shall have adequate capacity to support the estimated passengers per year while not requiring coverage and capacity from nearby cellular towers. The NH-DAS shall also have sufficient expansion capacity to support future growth projections at the Airport.
3. Cellular providers and other vendors who participate as part of the NH-DAS service shall provide only direct wired connections to the NH-DAS.
4. The NH-DAS shall not operate by receiving radio signals from any service providers off Airport campus cellular towers and antennas and rebroadcasting through the NH-DAS infrastructure.

### **MAINTENANCE AND MONITORING REQUIREMENTS**

1. The Provider shall provide routine and emergency maintenance and active monitoring of the NH-DAS via a network operations center or similar means during the Initial Term and any option periods of the agreement. As part of the ongoing management of the NH-DAS, the Provider shall make technology upgrades to the system as required to support the latest frequencies and RF technologies deployed by the wireless carriers, so long as such wireless carriers agree to pay for such upgrades.
2. Customer Complaints. Provider shall establish procedures for handling customer complaints. Provider shall respond to every complaint, written or oral, within two (2) calendar days of the complaint and shall make good faith efforts to explain, resolve or rectify the cause of the complaint. Provider shall provide the GARAA with a copy of each such complaint and its response thereto upon request by the GARAA. Questions or complaints raised by patrons or on Authority's own initiative or otherwise, may be submitted to Provider for response. At Authority's request, Provider shall meet with Authority to review any complaints or concerns and shall promptly correct any deficiencies. The Authority's determination as to quality of operation or services shall be made in Authority's reasonable judgment, and curative measures approved by Authority shall be implemented by Provider as expeditiously as possible.
3. The Provider shall be solely responsible for all maintenance, repair, and janitorial services associated with the NH-DAS. The NH-DAS temporary and main equipment room locations shall be kept in a clean, neat, and orderly condition at all times. The Provider shall provide for timely disposal of trash and debris off Airport. Routine maintenance for repairs and cleaning must be performed on a regular basis to ensure clean, safe, and operational equipment.



**EXHIBIT D - ACDBE LETTER OF INTENT**

Airport Concession Disadvantaged Business Enterprise  
(ACDBE) Confirmation of Contract Participation

**FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS  
ENTERPRISE (ACDBE) UTILIZATION**

The undersigned Proposer has satisfied the requirements of the solicitation specification in the following manner (please check the appropriate space):

X  The Proposer certifies that it has and will make good faith efforts during the contract to have meaningful participation in this concession and Provider will provide documentation to identify such efforts each year on forms required by the Authority.

Name of Proposer(s) firm:  BOLDYN NETWORKS US IV LLC

By     
 16CD8C7DCE7546D...   
 (Signature) \_\_\_\_\_ cco \_\_\_\_\_   
 (Signature) Title



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## MEMORANDUM

TO: Members of the Airport Authority  
FROM: Lew Bleiweis, A.A.E., President & CEO  
DATE: December 17, 2023

### **ITEM DESCRIPTION – Information Section Item A**

October, 2023 Traffic Report – Asheville Regional Airport

### **SUMMARY**

October, 2023 overall passenger traffic numbers were up 24.1% compared to the same period last year. Passenger traffic numbers reflect a 24.5% increase in passenger enplanements from October, 2022. Enplanements for Fiscal Year to Date total 454,647 which is a 23.3% increase over the same period last year.

### **AIRLINE PERFORMANCE**

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in October 2023 were up by 40.2%. There was 1 flight cancellation for the month.

American Airlines: American's October 2023 passenger enplanements represent a 3.2% increase over the same period last year. There were no flight cancellations for the month.

Delta Airlines: Enplanements for Delta in October 2023 increased by 39.0%. There were no flight cancellations for the month.

Sun Country: Sun Country saw an increase in enplanements by 11.1% compared to October, 2022. There were no flight cancellations for the month.

United Airlines: In October 2023, United Airlines saw an increase in enplanements by 16.8% over the same period last year. There were no flight cancellations for the month.

# Monthly Traffic Report

## Asheville Regional Airport

### October, 2023



Category	Oct 2023	Oct 2022	Percentage Change	*CYTD-2023	**CYTD-2022	Percentage Change	*MOV12-2023	**MOV12-2022	Percentage Change
<b>Passenger Traffic</b>									
Enplaned	120,329	96,632	24.5%	937,874	764,958	22.6%	1,095,732	893,677	22.6%
Deplaned	120,222	97,251	23.6%	931,340	759,297	22.7%	1,088,020	887,385	22.6%
<b>Total</b>	<b>240,551</b>	<b>193,883</b>	<b>24.1 %</b>	<b>1,869,214</b>	<b>1,524,255</b>	<b>22.6 %</b>	<b>2,183,752</b>	<b>1,781,062</b>	<b>22.6 %</b>
<b>Aircraft Operations</b>									
Airlines	2,401	1,722	39.4%	17,495	14,069	24.4%	20,344	16,213	25.5%
Commuter/AirTaxi	1,080	1,130	-4.4%	8,761	8,523	2.8%	10,194	10,242	-0.5%
<b>Subtotal</b>	<b>3,481</b>	<b>2,852</b>	<b>22.1 %</b>	<b>26,256</b>	<b>22,592</b>	<b>16.2 %</b>	<b>30,538</b>	<b>26,455</b>	<b>15.4 %</b>
GeneralAviation	4,242	4,545	-6.7%	39,147	40,830	-4.1%	45,334	48,136	-5.8%
Military	312	512	-39.1%	3,120	4,399	-29.1%	3,861	5,408	-28.6%
<b>Subtotal</b>	<b>4,554</b>	<b>5,057</b>	<b>-9.9 %</b>	<b>42,267</b>	<b>45,229</b>	<b>-6.5 %</b>	<b>49,195</b>	<b>53,544</b>	<b>-8.1 %</b>
<b>Total</b>	<b>8,035</b>	<b>7,909</b>	<b>1.6 %</b>	<b>68,523</b>	<b>67,821</b>	<b>1.0 %</b>	<b>79,733</b>	<b>79,999</b>	<b>-0.3 %</b>
<b>Fuel Gallons</b>									
FF-100LL	22,937	22,338	2.7%	172,248	150,034	14.8%	192,236	181,178	6.1%
FF-JETA-GA	223,858	201,053	11.3%	1,652,970	1,618,718	2.1%	1,944,955	1,886,931	3.1%
<b>Subtotal</b>	<b>246,795</b>	<b>223,391</b>	<b>10.5 %</b>	<b>1,825,218</b>	<b>1,768,752</b>	<b>3.2 %</b>	<b>2,137,191</b>	<b>2,068,109</b>	<b>3.3 %</b>
FF-JETA-AL	1,251,349	897,952	39.4%	9,193,048	7,300,932	25.9%	10,660,579	8,716,091	22.3%
<b>Subtotal</b>	<b>1,251,349</b>	<b>897,952</b>	<b>39.4 %</b>	<b>9,193,048</b>	<b>7,300,932</b>	<b>25.9 %</b>	<b>10,660,579</b>	<b>8,716,091</b>	<b>22.3 %</b>
<b>Total</b>	<b>1,498,144</b>	<b>1,121,343</b>	<b>33.6 %</b>	<b>11,018,266</b>	<b>9,069,684</b>	<b>21.5 %</b>	<b>12,797,770</b>	<b>10,784,200</b>	<b>18.7 %</b>

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

\*\*Previous Year does not include charter activity.

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

### October, 2023



	Oct 2023	Oct 2022	Percentage Change	*CYTD-2023	**CYTD-2022	Percentage Change
<b>Allegiant Air</b>						
Enplanements	50,541	36,055	40.2%	394,612	339,777	16.1%
Seats	62,508	43,995	42.1%	463,686	412,200	12.5%
Load Factor	81.0 %	82.0 %	-1.2%	85.0 %	82.0 %	3.7%
<b>American Airlines</b>						
Enplanements	35,309	34,223	3.2%	254,177	199,295	27.5%
Seats	44,688	39,557	13.0%	327,993	237,428	38.1%
Load Factor	79.0 %	87.0 %	-9.2%	77.0 %	84.0 %	-8.3%
<b>Delta Air Lines</b>						
Enplanements	23,664	17,021	39.0%	196,980	155,200	26.9%
Seats	28,265	19,464	45.2%	235,262	195,469	20.4%
Load Factor	84.0 %	87.0 %	-3.5%	84.0 %	79.0 %	6.3%
<b>JetBlue Airways</b>						
Enplanements	0	0	0.0%	7,409	6,167	20.1%
Seats	0	0	0.0%	8,450	7,300	15.8%
Load Factor	0.0 %	0.0 %	0.0%	88.0 %	84.0 %	4.8%
<b>Sun Country</b>						
Enplanements	1,649	1,484	11.1%	14,742	14,955	-1.4%
Seats	2,418	1,860	30.0%	20,274	18,528	9.4%
Load Factor	68.0 %	80.0 %	-15.0%	73.0 %	81.0 %	-9.9%
<b>United Airlines</b>						
Enplanements	9,166	7,849	16.8%	69,954	49,564	41.1%
Seats	11,126	8,780	26.7%	81,740	55,913	46.2%
Load Factor	82.0 %	89.0 %	-7.9%	86.0 %	89.0 %	-3.4%
<b>Totals</b>						
Enplanements	120,329	96,632	25.0%	937,874	764,958	23.0%
Seats	149,005	113,656	31.0%	1,137,405	926,838	23.0%
Load Factor	81.0 %	85.0 %	-4.7%	82.0 %	83.0 %	-1.2%

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

\*\*Previous Year does not include charter activity.

# Airline Flight Completions Asheville Regional Airport October, 2023

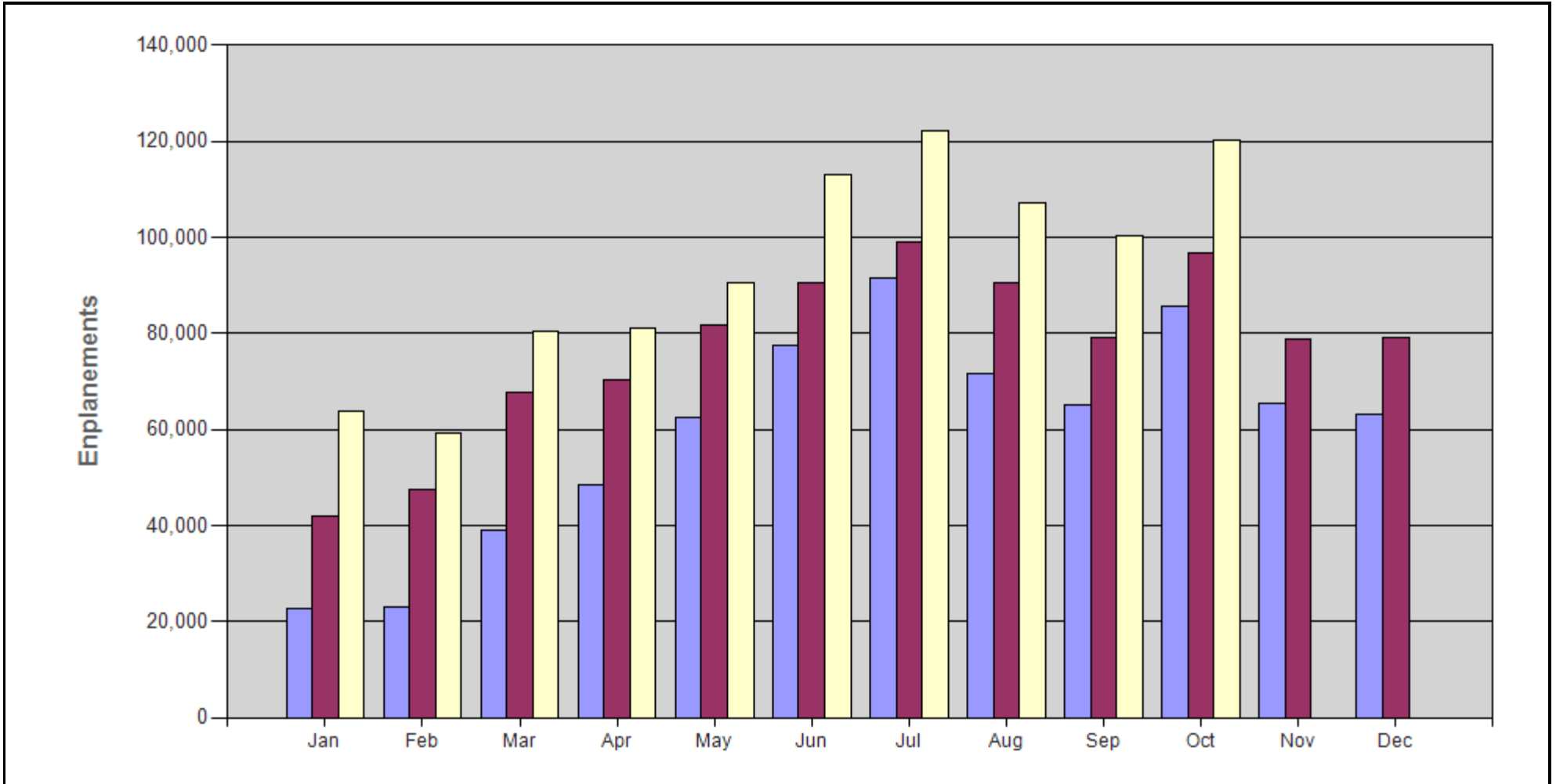


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	344	0	0	0	1	1	99.7%
American Airlines	529	0	0	0	0	0	100.0%
Delta Air Lines	270	0	0	0	0	0	100.0%
Sun Country	13	0	0	0	0	0	100.0%
United Airlines	181	0	0	0	0	0	100.0%
<b>Total</b>	1,337	0	0	0	1	1	99.9%

# Monthly Enplanements By Year

## Asheville Regional Airport

October, 2023

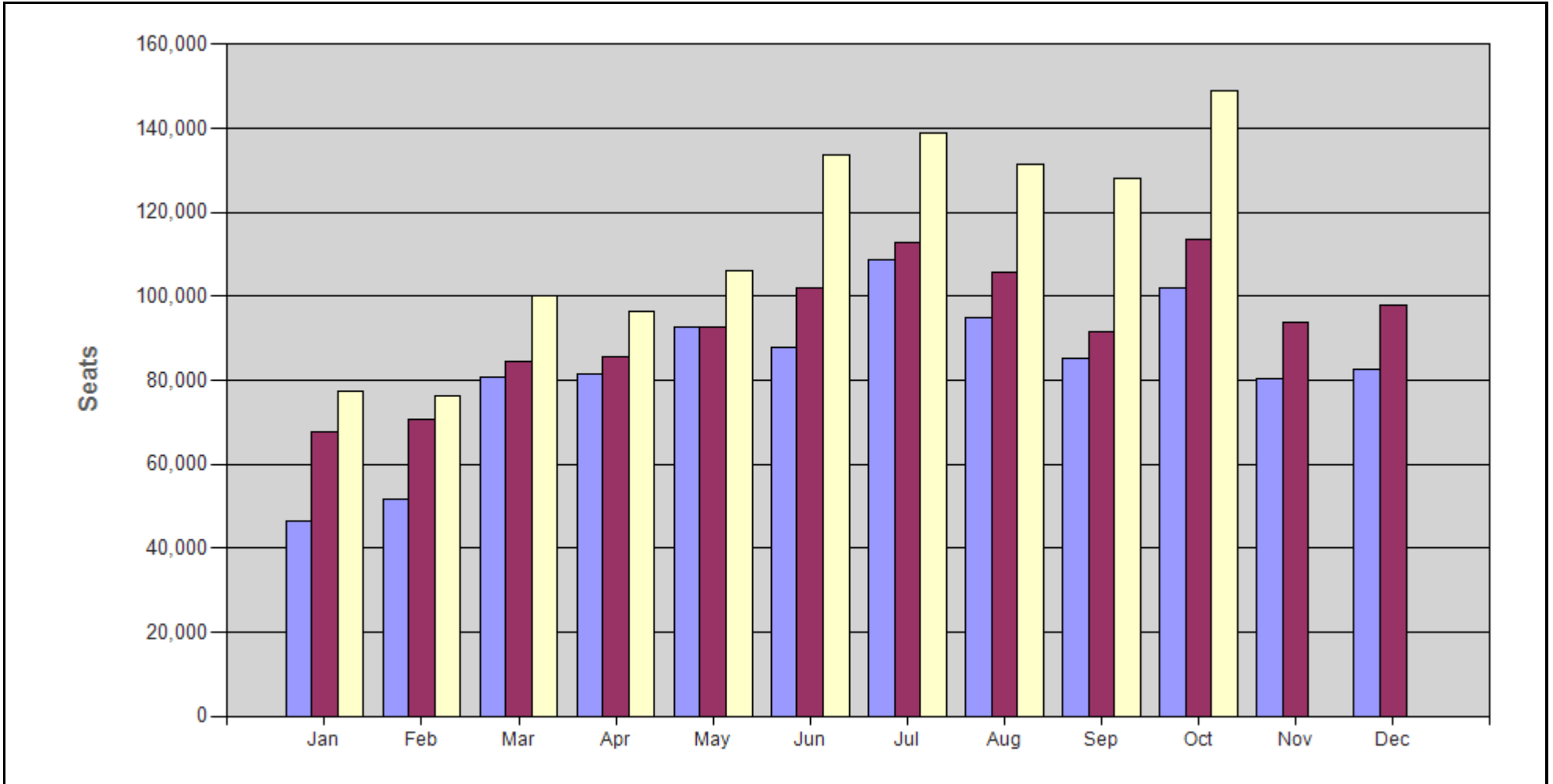


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	22,658	22,977	39,029	48,371	62,546	77,489	91,609	71,735	65,120	85,762	65,431	63,288
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329		

# Monthly Seats By Year

## Asheville Regional Airport

October, 2023

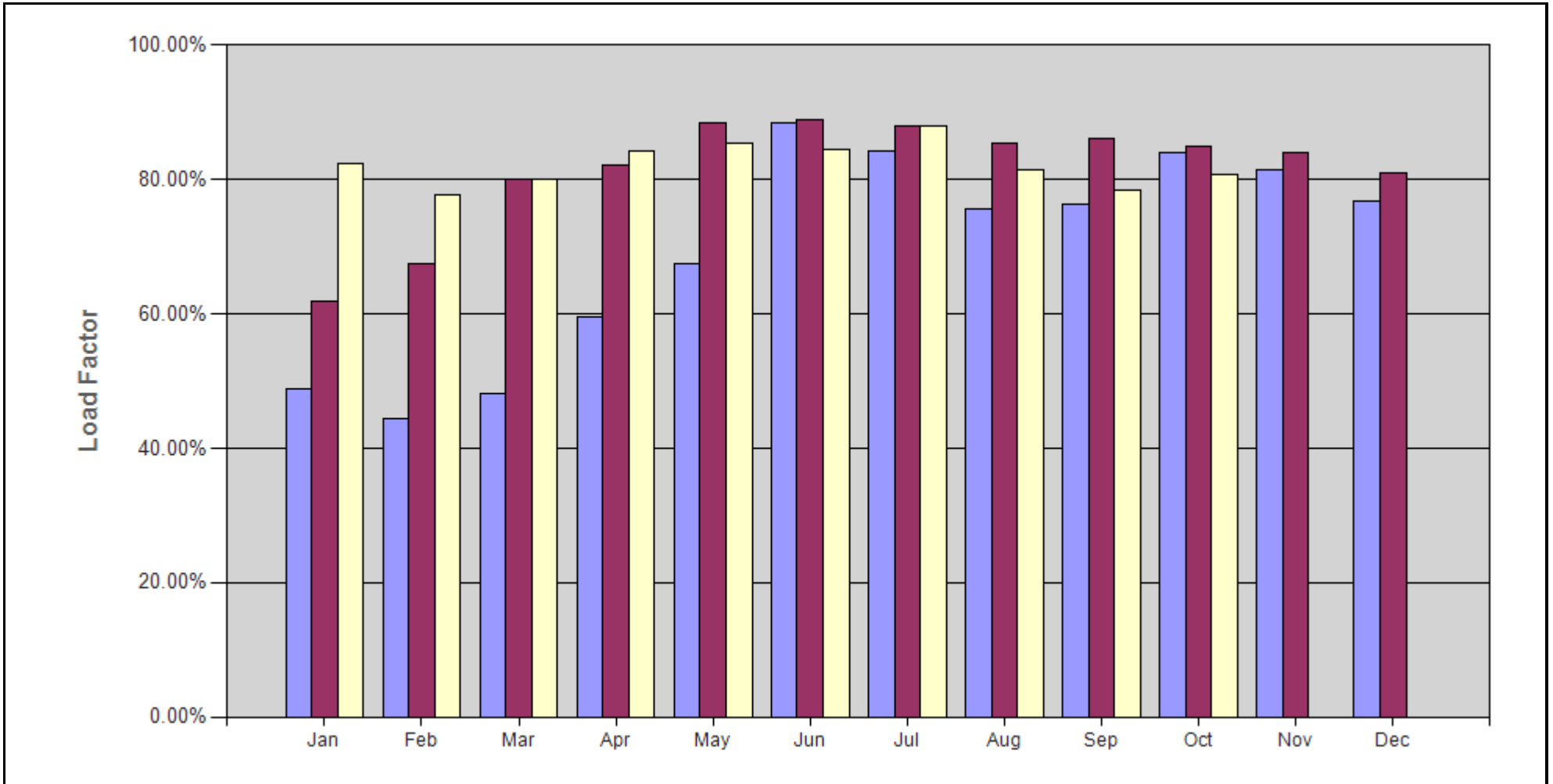


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	46,325	51,620	80,905	81,345	92,780	87,651	108,793	94,971	85,335	102,158	80,261	82,435
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005		

# Monthly Load Factors By Year

## Asheville Regional Airport

October, 2023



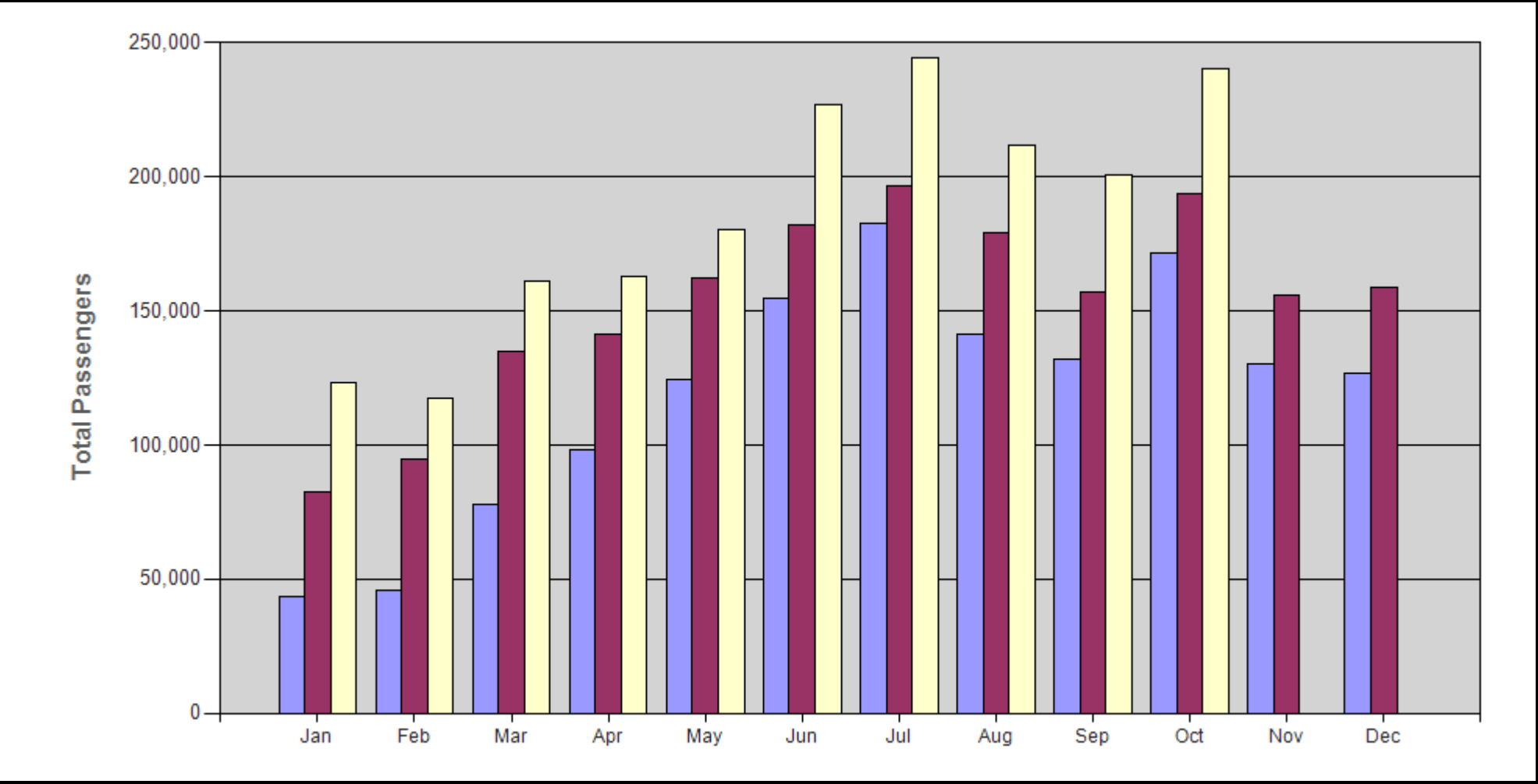
		1	2	3	4	5	6	7	8	9	10	11	12
	2021	48.91%	44.51%	48.24%	59.46%	67.41%	88.41%	84.20%	75.53%	76.31%	83.95%	81.52%	76.77%
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%		



# Total Monthly Passengers By Year

## Asheville Regional Airport

October, 2023

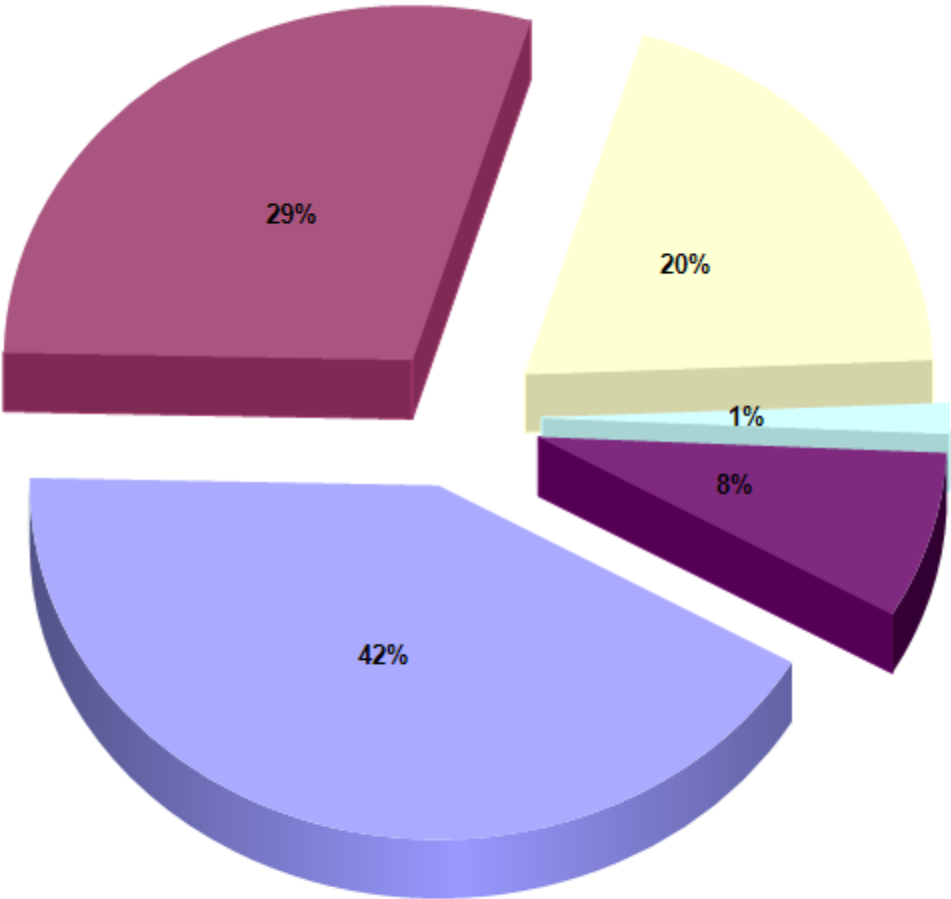


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	43,630	45,617	77,862	97,905	124,151	154,749	182,470	141,577	132,022	171,476	130,131	126,676
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551		

# Airline Market Share Analysis (Enplanements)

## Asheville Regional Airport

October, 2023



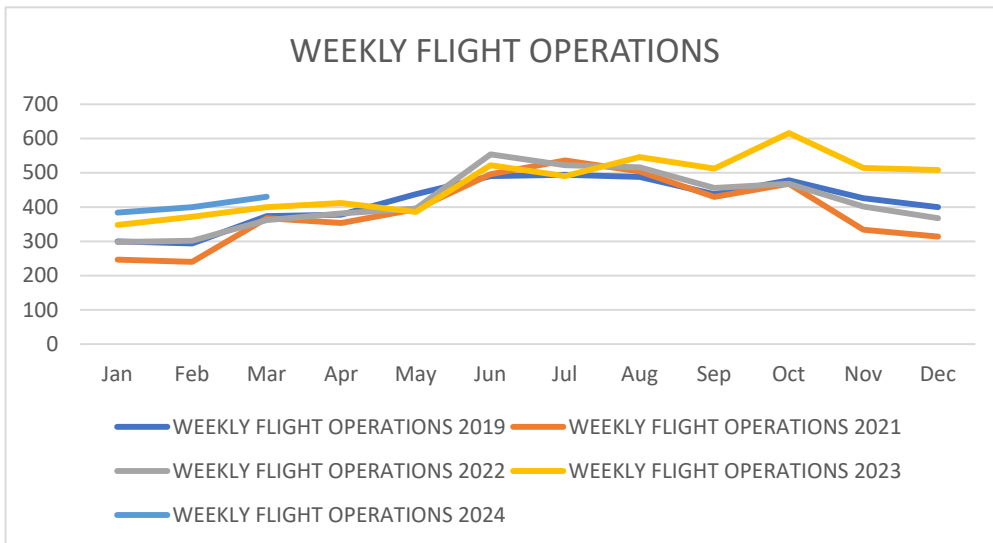
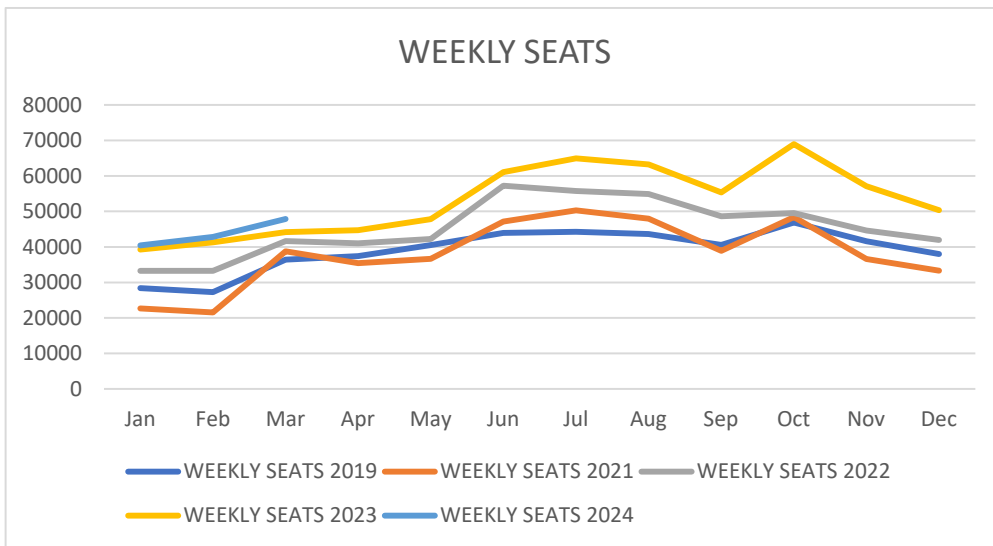
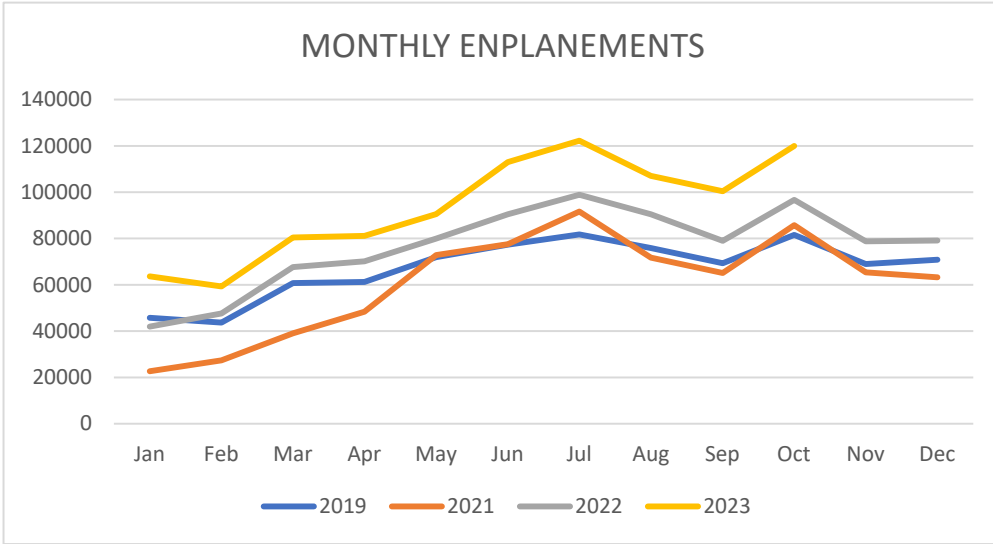
■ Allegiant Air ■ American Airlines ■ Delta Air Lines ■ Sun Country ■ United Airlines

AVL - Three month schedule Summary Report  
 January to March 2024 vs. January to March 2023  
 25-Nov-23

Mkt AI	Travel Period			Jan 2024		Jan 2023		Diff YoY		Percent Diff YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	0	0	0	0	0	0	-	-	
AA	AVL-AUS	AVL	0	0	0	0	0	0	-	-	
AA	AVL-BOS	AVL	0	0	0	0	0	0	-	-	
AA	BOS-AVL	BOS	0	0	0	0	0	0	-	-	
AA	AVL-CLT	AVL	53	3,920	38	3,487	15	433	39.5%	12.4%	
AA	CLT-AVL	CLT	53	3,920	38	3,487	15	433	39.5%	12.4%	
AA	AVL-DCA	AVL	7	532	7	455	0	77	0.0%	16.9%	
AA	DCA-AVL	DCA	7	532	7	455	0	77	0.0%	16.9%	
AA	AVL-DFW	AVL	7	532	7	532	0	0	0.0%	0.0%	
AA	DFW-AVL	DFW	7	532	7	532	0	0	0.0%	0.0%	
AA	AVL-LGA	AVL	7	532	7	477	0	55	0.0%	11.5%	
AA	LGA-AVL	LGA	7	532	7	477	0	55	0.0%	11.5%	
AA	AVL-MIA	AVL	0	0	0	0	0	0	-	-	
AA	MIA-AVL	MIA	0	0	0	0	0	0	-	-	
AA	AVL-ORD	AVL	0	0	0	0	0	0	-	-	
AA	ORD-AVL	ORD	0	0	0	0	0	0	-	-	
AA	AVL-PHL	AVL	0	0	0	0	0	0	-	-	
AA	PHL-AVL	PHL	0	0	0	0	0	0	-	-	
B6	AVL-BOS	AVL	0	0	0	0	0	0	-	-	
B6	BOS-AVL	BOS	0	0	0	0	0	0	-	-	
DL	ATL-AVL	ATL	41	4,510	38	3,942	3	568	7.9%	14.4%	
DL	AVL-ATL	AVL	41	4,510	38	3,942	3	568	7.9%	14.4%	
DL	AVL-DTW	AVL	0	0	0	0	0	0	-	-	
DL	DTW-AVL	DTW	0	0	0	0	0	0	-	-	
DL	AVL-LGA	AVL	7	532	13	952	(6)	(420)	(46.2%)	(44.1%)	
DL	LGA-AVL	LGA	7	532	13	952	(6)	(420)	(46.2%)	(44.1%)	
DL	AVL-MSP	AVL	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)	
DL	MSP-AVL	MSP	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)	
G4	AUS-AVL	AUS	2	312	2	372	0	(60)	0.0%	(16.1%)	
G4	AVL-AUS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)	
G4	AVL-BOS	AVL	0	0	0	0	0	0	-	-	
G4	BOS-AVL	BOS	0	0	0	0	0	0	-	-	
G4	AVL-BWI	AVL	0	0	0	0	0	0	-	-	
G4	BWI-AVL	BWI	0	0	0	0	0	0	-	-	
G4	AVL-DEN	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)	
G4	DEN-AVL	DEN	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)	
G4	AVL-EWR	AVL	2	372	2	372	0	0	0.0%	0.0%	
G4	EWR-AVL	EWR	2	372	2	372	0	0	0.0%	0.0%	
G4	AVL-EYW	AVL	2	312	2	312	0	0	0.0%	0.0%	
G4	EYW-AVL	EYW	2	312	2	312	0	0	0.0%	0.0%	
G4	AVL-FLL	AVL	10	1,842	10	1,755	0	87	0.0%	5.0%	
G4	FLL-AVL	FLL	10	1,842	10	1,755	0	87	0.0%	5.0%	
G4	AVL-HOU	AVL	0	0	0	0	0	0	-	-	
G4	HOU-AVL	HOU	0	0	0	0	0	0	-	-	
G4	AVL-LAS	AVL	2	372	2	372	0	0	0.0%	0.0%	
G4	LAS-AVL	LAS	2	372	2	372	0	0	0.0%	0.0%	
G4	AVL-MDW	AVL	0	0	0	0	0	0	-	-	
G4	MDW-AVL	MDW	0	0	0	0	0	0	-	-	
G4	AVL-MSP	AVL	0	0	0	0	0	0	-	-	
G4	MSP-AVL	MSP	0	0	0	0	0	0	-	-	
G4	AVL-PBI	AVL	2	372	2	372	0	0	0.0%	0.0%	
G4	PBI-AVL	PBI	2	372	2	372	0	0	0.0%	0.0%	
G4	AVL-PGD	AVL	2	372	2	312	0	60	0.0%	19.2%	
G4	PGD-AVL	PGD	2	372	2	312	0	60	0.0%	19.2%	
G4	AVL-PHX	AVL	2	372	0	0	2	372	-	-	
G4	PHX-AVL	PHX	2	372	0	0	2	372	-	-	
G4	AVL-PIE	AVL	8	1,488	5	870	3	618	60.0%	71.0%	
G4	PIE-AVL	PIE	8	1,488	5	870	3	618	60.0%	71.0%	
G4	AVL-SFB	AVL	8	1,488	8	1,428	0	60	0.0%	4.2%	
G4	SFB-AVL	SFB	8	1,488	8	1,428	0	60	0.0%	4.2%	
G4	AVL-SRQ	AVL	2	372	2	312	0	60	0.0%	19.2%	
G4	SRQ-AVL	SRQ	2	372	2	312	0	60	0.0%	19.2%	
G4	AVL-VPS	AVL	0	0	0	0	0	0	-	-	
G4	VPS-AVL	VPS	0	0	0	0	0	0	-	-	
SY	AVL-MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)	
SY	MSP-AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)	
UA	AVL-DEN	AVL	7	490	0	0	7	490	-	-	
UA	DEN-AVL	DEN	7	490	0	0	7	490	-	-	
UA	AVL-EWR	AVL	7	490	7	350	0	140	0.0%	40.0%	
UA	EWR-AVL	EWR	7	490	7	350	0	140	0.0%	40.0%	
UA	AVL-IAD	AVL	0	0	0	0	0	0	-	-	
UA	IAD-AVL	IAD	0	0	0	0	0	0	-	-	
UA	AVL-ORD	AVL	14	1,012	14	700	0	312	0.0%	44.6%	
UA	ORD-AVL	ORD	14	1,012	14	700	0	312	0.0%	44.6%	
<b>Total</b>			<b>384</b>	<b>40,448</b>	<b>346</b>	<b>36,496</b>	<b>38</b>	<b>3,952</b>	<b>11.0%</b>	<b>10.8%</b>	

Mkt AI	Travel Period		Feb 2024	Feb 2024	Feb 2023	Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	49	3,505	33	3,184	16	321	48.5%	10.1%
AA	CLT-AVL	CLT	49	3,505	33	3,184	16	321	48.5%	10.1%
AA	AVL-DCA	AVL	6	390	7	455	(1)	(65)	(14.3%)	(14.3%)
AA	DCA-AVL	DCA	6	390	7	455	(1)	(65)	(14.3%)	(14.3%)
AA	AVL-DFW	AVL	7	532	7	532	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	7	532	7	532	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	6	456	7	477	(1)	(21)	(14.3%)	(4.4%)
AA	LGA-AVL	LGA	6	456	7	477	(1)	(21)	(14.3%)	(4.4%)
AA	AVL-MIA	AVL	0	0	0	0	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	-	-
AA	AVL-PHL	AVL	7	350	0	0	7	350	-	-
AA	PHL-AVL	PHL	7	350	0	0	7	350	-	-
B6	AVL-BOS	AVL	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	38	4,180	39	3,984	(1)	196	(2.6%)	4.9%
DL	AVL-ATL	AVL	38	4,180	39	3,984	(1)	196	(2.6%)	4.9%
DL	AVL-LGA	AVL	7	532	13	952	(6)	(420)	(46.2%)	(44.1%)
DL	LGA-AVL	LGA	7	532	13	952	(6)	(420)	(46.2%)	(44.1%)
DL	AVL-MSP	AVL	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	BOS-AVL	BOS	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-BWI	AVL	0	0	0	0	0	0	-	-
G4	BWI-AVL	BWI	0	0	0	0	0	0	-	-
G4	AVL-DEN	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	DEN-AVL	DEN	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-EWR	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	EWR-AVL	EWR	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	12	2,232	12	2,004	0	228	0.0%	11.4%
G4	FLL-AVL	FLL	12	2,232	12	2,004	0	228	0.0%	11.4%
G4	AVL-HOU	AVL	0	0	0	0	0	0	-	-
G4	HOU-AVL	HOU	0	0	0	0	0	0	-	-
G4	AVL-LAS	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	LAS-AVL	LAS	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-MDW	AVL	0	0	0	0	0	0	-	-
G4	MDW-AVL	MDW	0	0	0	0	0	0	-	-
G4	AVL-MSP	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	MSP-AVL	MSP	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-PBI	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	PBI-AVL	PBI	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-PGD	AVL	3	558	4	714	(1)	(156)	(25.0%)	(21.8%)
G4	PGD-AVL	PGD	3	558	4	714	(1)	(156)	(25.0%)	(21.8%)
G4	AVL-PHX	AVL	2	372	0	0	2	372	-	-
G4	PHX-AVL	PHX	2	372	0	0	2	372	-	-
G4	AVL-PIE	AVL	7	1,212	6	1,116	1	96	16.7%	8.6%
G4	PIE-AVL	PIE	7	1,212	6	1,116	1	96	16.7%	8.6%
G4	AVL-SFB	AVL	10	1,860	10	1,830	0	30	0.0%	1.6%
G4	SFB-AVL	SFB	10	1,860	10	1,830	0	30	0.0%	1.6%
G4	AVL-SRQ	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	SRQ-AVL	SRQ	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	7	490	0	0	7	490	-	-
UA	DEN-AVL	DEN	7	490	0	0	7	490	-	-
UA	AVL-EWR	AVL	7	532	7	514	0	18	0.0%	3.5%
UA	EWR-AVL	EWR	7	532	7	514	0	18	0.0%	3.5%
UA	AVL-IAD	AVL	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	14	1,002	21	1,190	(7)	(188)	(33.3%)	(15.8%)
UA	ORD-AVL	ORD	14	1,002	21	1,190	(7)	(188)	(33.3%)	(15.8%)
<b>Total</b>			<b>400</b>	<b>42,862</b>	<b>374</b>	<b>41,008</b>	<b>26</b>	<b>1,854</b>	<b>7.0%</b>	<b>4.5%</b>

Mkt AI	Travel Period		Mar 2024		Mar 2023		Diff YoY		Percent Diff YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	49	3,479	41	3,781	8	(302)	19.5%	(8.0%)
AA	CLT-AVL	CLT	49	3,479	41	3,781	8	(302)	19.5%	(8.0%)
AA	AVL-DCA	AVL	6	390	7	455	(1)	(65)	(14.3%)	(14.3%)
AA	DCA-AVL	DCA	6	390	7	455	(1)	(65)	(14.3%)	(14.3%)
AA	AVL-DFW	AVL	7	532	14	1,064	(7)	(532)	(50.0%)	(50.0%)
AA	DFW-AVL	DFW	7	532	14	1,064	(7)	(532)	(50.0%)	(50.0%)
AA	AVL-LGA	AVL	7	532	7	477	0	55	0.0%	11.5%
AA	LGA-AVL	LGA	7	532	7	477	0	55	0.0%	11.5%
AA	AVL-MIA	AVL	0	0	0	0	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	-	-
AA	AVL-PHL	AVL	7	350	0	0	7	350	-	-
AA	PHL-AVL	PHL	7	350	0	0	7	350	-	-
B6	AVL-BOS	AVL	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	45	5,279	39	4,290	6	989	15.4%	23.1%
DL	AVL-ATL	AVL	45	5,279	39	4,290	6	989	15.4%	23.1%
DL	AVL-LGA	AVL	7	532	13	946	(6)	(414)	(46.2%)	(43.8%)
DL	LGA-AVL	LGA	7	532	13	946	(6)	(414)	(46.2%)	(43.8%)
DL	AVL-MSP	AVL	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)
DL	MSP-AVL	MSP	0	0	1	132	(1)	(132)	(100.0%)	(100.0%)
G4	AUS-AVL	AUS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-AUS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-BOS	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	BOS-AVL	BOS	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-BWI	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	BWI-AVL	BWI	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-DEN	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	DEN-AVL	DEN	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-EWR	AVL	2	372	2	342	0	30	0.0%	8.8%
G4	EWR-AVL	EWR	2	372	2	342	0	30	0.0%	8.8%
G4	AVL-EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	13	2,418	12	2,043	1	375	8.3%	18.4%
G4	FLL-AVL	FLL	13	2,418	12	2,043	1	375	8.3%	18.4%
G4	AVL-HOU	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	HOU-AVL	HOU	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-LAS	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	LAS-AVL	LAS	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-MDW	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	MDW-AVL	MDW	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-MSP	AVL	2	372	2	342	0	30	0.0%	8.8%
G4	MSP-AVL	MSP	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-PBI	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	PBI-AVL	PBI	2	372	2	342	0	30	0.0%	8.8%
G4	AVL-PGD	AVL	4	744	4	744	0	0	0.0%	0.0%
G4	PGD-AVL	PGD	4	744	4	744	0	0	0.0%	0.0%
G4	AVL-PHX	AVL	2	372	0	0	2	372	-	-
G4	PHX-AVL	PHX	2	372	0	0	2	372	-	-
G4	AVL-PIE	AVL	8	1,428	6	1,056	2	372	33.3%	35.2%
G4	PIE-AVL	PIE	8	1,428	6	1,056	2	372	33.3%	35.2%
G4	AVL-SFB	AVL	8	1,488	8	1,488	0	0	0.0%	0.0%
G4	SFB-AVL	SFB	8	1,488	8	1,488	0	0	0.0%	0.0%
G4	AVL-SRQ	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	SRQ-AVL	SRQ	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	MSP	7	490	0	0	7	490	-	-
UA	DEN-AVL	MSP	7	490	0	0	7	490	-	-
UA	AVL-EWR	AVL	7	490	7	490	0	0	0.0%	0.0%
UA	EWR-AVL	EWR	7	490	7	490	0	0	0.0%	0.0%
UA	AVL-IAD	AVL	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	14	1,064	21	1,050	(7)	14	(33.3%)	1.3%
UA	ORD-AVL	ORD	14	1,064	21	1,050	(7)	14	(33.3%)	1.3%
<b>Total</b>			<b>430</b>	<b>47,864</b>	<b>412</b>	<b>44,984</b>	<b>18</b>	<b>2,880</b>	<b>4.4%</b>	<b>6.4%</b>






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**MEMORANDUM**

TO: Members of the Airport Authority  
 FROM: Janet Burnette, Chief Financial Officer  
 DATE: December 8, 2023

**ITEM DESCRIPTION – Information Section Item B**

Greater Asheville Regional Airport – Explanation of Extraordinary Variances  
 Month of October 2023

**SUMMARY**

Operating Revenues for the month of October were \$2,609,082, 15.0% over budget. Operating Expenses for the month were \$1,155,931, 13.1% under budget. As a result, Net Operating Revenues before Depreciation were \$1,453,151. Net Non-Operating Revenues were \$884,125.

Year-to-date Operating Revenues were \$10,498,227, 15.7% over budget. Year-to-date Operating Expenses were \$4,379,177, 23.0% under budget. Year-to-date Net Operating Revenues before Depreciation were \$6,119,050. Net Non-Operating Revenues for the year were \$3,205,770.

**REVENUES**

Significant variations to budget for October were:

Term space rentals – airlines	\$61,519	17.24%	Enplanements over budget
Landing fees	\$83,800	32.33%	Landings over budget
Concessions	\$66,670	92.19%	Advertising and food sales over budget
Auto parking	\$209,333	23.26%	Parking higher than anticipated
Rental car – car rentals	\$99,740	24.86%	Enplanements over budget
Ground transportation	\$43,323	181.65%	TURO and TNC fees
Other leases and fees	(\$239,930)	(941.52%)	Refund from p/y rental car true-up



## **EXPENSES**

Significant variations to budget for October were:

Other contractual services	\$41,043	19.56%	Painting of runway
Travel & training	(\$11,201)	(49.82%)	Timing of travel expenses
Promotional activities	9,146	32.51%	Runway 5k expenses
Business development	(\$28,356)	(85.07%)	Timing of expenses

## **STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$2.1M mostly due to the terminal, ATC tower and south parking lot construction projects.

Grants Receivable – Grants Receivable increased by \$650KM mostly due to terminal and ATC tower construction and master plan projects.

Construction in Progress – Construction in Progress increased by \$6.1M mostly due to the terminal, ATC tower and south parking lot construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$687K due to depreciation.



**ASHEVILLE REGIONAL AIRPORT  
INVESTMENT AND INTEREST INCOME SUMMARY  
As of October 31, 2023**

<b><u>Institution:</u></b>	<b><u>Interest Rate</u></b>	<b><u>Investment Amount</u></b>	<b><u>Monthly Interest</u></b>
Bank of America - Operating Account	1.60%	\$ 6,146,658	13,502
NC Capital Management Trust - Cash Portfolio		21,605,825	95,929
Petty Cash		200	
<b><u>Restricted Cash:</u></b>			
Bank of America - PFC Revenue Account	1.60%	17,228,593	32,665
BNY Mellon		567,751	
NC Capital Mgt Trust - 2022A Construction		161,314,874	715,911
NC Capital Mgt Trust - 2022A Parity Reserve		13,683,971	60,756
NC Capital Mgt Trust - 2022A Capitalized Interest		19,765,600	88,075
NC Capital Mgt Trust - 2023 Construction		149,417,002	673,539
NC Capital Mgt Trust - 2023 Capitalized Interest		18,947,601	84,126
<b>Total</b>		<b><u>\$ 408,678,075</u></b>	<b><u>\$ 1,764,503</u></b>

**Investment Diversification:**

Banks	6%
NC Capital Management Trust	94%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<b><u>100%</u></b>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF CHANGES IN FINANCIAL POSITION  
For the Month Ended October 31, 2023**

	<b>Current Month</b>	<b>Prior Period</b>
<b>Cash and Investments Beginning of Period</b>	<b>\$ 410,753,051</b>	<b>\$ 422,076,036</b>
Net Income/(Loss) Before Capital Contributions	<b>1,649,572</b>	<b>1,460,837</b>
Depreciation	<b>687,703</b>	<b>687,704</b>
Decrease/(Increase) in Receivables	<b>(923,640)</b>	<b>(2,231,468)</b>
Increase/(Decrease) in Payables	<b>1,736,045</b>	<b>1,731,849</b>
Decrease/(Increase) in Prepaid Expenses	<b>202,000</b>	<b>(7,517,356)</b>
Decrease/(Increase) in Fixed Assets	<b>(6,080,766)</b>	<b>(9,787,385)</b>
Principal Payments of Bond Maturities	<b>-</b>	<b>-</b>
Capital Contributions	<b>654,110</b>	<b>4,332,834</b>
Prior period adjustment - Forfeiture Funds	<b>-</b>	<b>-</b>
<b>Increase(Decrease) in Cash</b>	<b><u>(2,074,976)</u></b>	<b><u>(11,322,985)</u></b>
<b>Cash and Investments End of Period</b>	<b><u>\$ 408,678,075</u></b>	<b><u>\$ 410,753,051</u></b>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF FINANCIAL POSITION  
As of October 31, 2023**

	<b>Current Month</b>	<b>Last Month</b>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
<b>Unrestricted Net Assets:</b>		
Cash and Cash Equivalents	\$27,752,683	\$28,286,717
Accounts Receivable	1,300,253	1,163,695
Passenger Facility Charges Receivable	700,000	650,000
Refundable Sales Tax Receivable	289,859	206,887
Grants Receivable	7,011,947	6,357,837
Prepaid Expenses	15,439,414	15,641,414
GASB 87 Short-term Lease Receivable	1,762,290	1,762,290
Total Unrestricted Assets	54,256,446	54,068,840
<b>Restricted Assets:</b>		
Cash and Cash Equivalents	380,925,392	382,466,334
Total Restricted Assets	380,925,392	382,466,334
Total Current Assets	435,181,838	436,535,174
<b>Noncurrent Assets:</b>		
Construction in Progress	86,354,475	80,273,709
Net Pension Asset - LGERS	(2,625,838)	(2,625,838)
Benefit Payment - OPEB	526,250	526,250
Contributions in Current Year	2,088,580	2,088,580
GASB 87 Long-term Lease Receivable	14,624,992	14,624,992
Property and Equipment - Net	178,083,712	178,771,416
Total Noncurrent Assets	279,052,171	273,659,109
	\$714,234,009	\$710,194,283
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
<b>Payable from Unrestricted Assets:</b>		
Accounts Payable & Accrued Liabilities	\$50,724	\$13,358
Customer Deposits	88,017	88,018
Unearned Revenue	640,057	540,863
Construction Contract Retainages	2,046,190	2,046,190
Revenue Bond Payable - Current	1,410,000	1,410,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	7,530,664	5,931,179
Total Payable from Unrestricted Assets	14,023,259	12,287,215
Total Current Liabilities	14,023,259	12,287,215
<b>Noncurrent Liabilities:</b>		
Pension Deferrals - OPEB	247,467	247,467
Other Postemployment Benefits	1,435,875	1,435,875
Compensated Absences	721,851	721,851
Net Pension Obligation-LEO Special Separation Allowance	703,270	703,270
GASB 87 Long-term Deferred Revenue	13,753,750	13,753,750
Revenue Bond Payable - 2016 - Noncurrent	10,860,000	10,860,000
Revenue Bond Payable - 2022A - Noncurrent	196,541,352	196,541,352
Revenue Bond Payable - 2023 - Noncurrent	188,346,050	188,346,050
Total Noncurrent Liabilities	412,609,615	412,609,615
Total Liabilities	426,632,874	424,896,830
<b>Net Assets:</b>		
Invested in Capital Assets	252,168,187	246,775,125
Restricted	380,925,392	382,466,334
Unrestricted	(345,492,444)	(343,944,006)
Total Net Assets	287,601,135	285,297,453
	\$714,234,009	\$710,194,283



# Income Statement

Through 10/31/23

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category <b>Governmental Funds</b>						
Fund Type <b>General Fund</b>						
Fund <b>10 - General Fund</b>						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,018.89	100,075.56	100,469.33	(393.77)	301,408.00	201,332.44
Terminal space rentals - airline	418,316.94	1,589,375.70	1,427,191.92	162,183.78	3,964,422.00	2,375,046.30
Landing fees	342,989.80	1,269,984.66	1,036,760.04	233,224.62	2,879,889.00	1,609,904.34
Concessions	138,984.90	474,416.79	289,260.00	185,156.79	803,500.00	329,083.21
Auto parking	1,109,332.64	4,220,998.20	3,600,000.00	620,998.20	10,000,000.00	5,779,001.80
Rental car - car rentals	500,957.78	1,816,069.33	1,604,869.20	211,200.13	4,457,970.00	2,641,900.67
Rental car - facility rent	63,311.23	254,012.28	255,147.33	(1,135.05)	765,442.00	511,429.72
Commerce ground transportation	67,173.25	230,379.34	95,400.00	134,979.34	265,000.00	34,620.66
FBOs	122,587.34	488,053.53	443,554.33	44,499.20	1,330,663.00	842,609.47
Building leases	4,424.23	17,503.90	17,224.67	279.23	51,674.00	34,170.10
Land leases	30,431.05	120,986.85	105,083.67	15,903.18	315,251.00	194,264.15
Other leases and fees	(214,446.18)	(83,629.30)	101,933.33	(185,562.63)	305,800.00	389,429.30
<i>Operating revenues Totals</i>	<b>\$2,609,081.87</b>	<b>\$10,498,226.84</b>	<b>\$9,076,893.83</b>	<b>\$1,421,333.01</b>	<b>\$25,441,019.00</b>	<b>\$14,942,792.16</b>
<i>Non-operating revenue and expense</i>						
Customer facility charges	278,570.50	1,012,966.25	792,000.00	220,966.25	2,200,000.00	1,187,033.75
Passenger facility charges	440,535.82	1,528,752.94	1,368,000.00	160,752.94	3,800,000.00	2,271,247.06
Interest revenue	1,764,503.41	7,021,634.68	4,000,000.00	3,021,634.68	12,000,000.00	4,978,365.32
Interest expense	(1,599,484.63)	(6,397,938.52)	(6,373,294.67)	(24,643.85)	(19,119,884.00)	(12,721,945.48)
Gain or loss on disposal of assets	.00	40,055.00	.00	40,055.00	.00	(40,055.00)
Miscellaneous	.00	300.00	.00	300.00	.00	(300.00)
<i>Non-operating revenue and expense Totals</i>	<b>\$884,125.10</b>	<b>\$3,205,770.35</b>	<b>(\$213,294.67)</b>	<b>\$3,419,065.02</b>	<b>(\$1,119,884.00)</b>	<b>(\$4,325,654.35)</b>
Capital contributions	654,110.22	7,428,251.76	.00	7,428,251.76	.00	(7,428,251.76)
<i>Operating expenses</i>						
Personnel services	671,990.94	2,522,216.11	3,326,924.52	(804,708.41)	10,801,703.00	8,279,486.89
Professional services	53,177.87	141,950.70	192,233.33	(50,282.63)	576,700.00	434,749.30



# Income Statement

Through 10/31/23

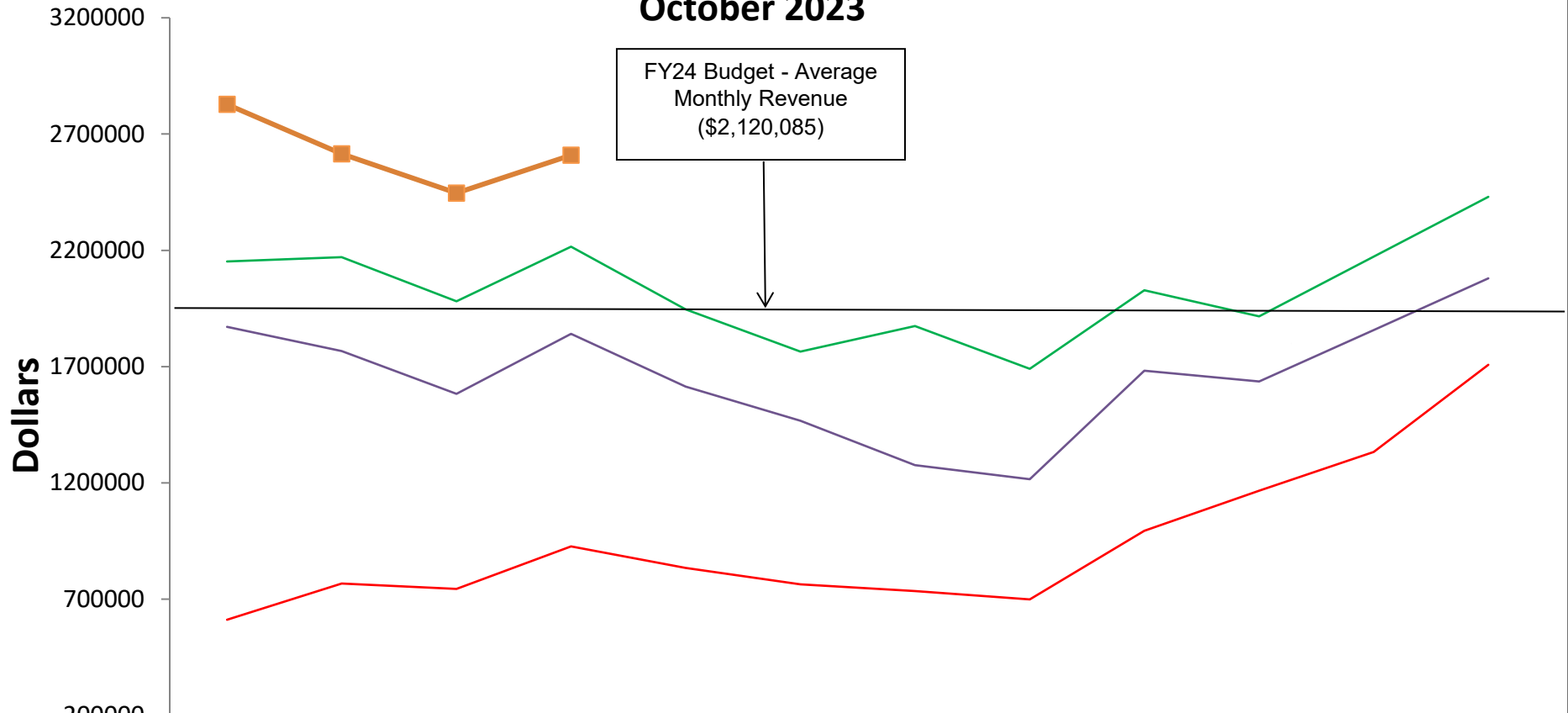
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Other contractual services	250,846.96	659,623.90	839,214.00	(179,590.10)	2,517,642.00	1,858,018.10
Travel and training	11,280.38	32,950.63	89,926.67	(56,976.04)	269,780.00	236,829.37
Communiations	2,469.99	13,991.47	19,233.33	(5,241.86)	57,700.00	43,708.53
Utility services	38,659.75	124,699.83	165,188.33	(40,488.50)	495,565.00	370,865.17
Rentals and leases	6,774.14	13,283.48	6,836.67	6,446.81	20,510.00	7,226.52
Insurance	.00	367,342.22	364,725.41	2,616.81	398,607.00	31,264.78
Advertising, printing and binding	1,032.14	3,014.24	3,316.67	(302.43)	9,950.00	6,935.76
Promotional activities	37,279.47	115,018.42	112,533.33	2,485.09	337,600.00	222,581.58
Other current charges and obligations	6,425.50	28,489.72	35,508.33	(7,018.61)	106,525.00	78,035.28
Operating supplies	46,587.34	176,591.05	218,963.33	(42,372.28)	656,890.00	480,298.95
Publications, subscriptions, memberships, etc.	2,027.67	12,425.16	25,360.00	(12,934.84)	76,080.00	63,654.84
Repairs and maintenance	18,119.65	76,912.86	71,066.67	5,846.19	213,200.00	136,287.14
Small equipment	4,281.64	41,544.59	30,500.00	11,044.59	91,500.00	49,955.41
Contingency	.00	.00	33,333.33	(33,333.33)	100,000.00	100,000.00
Emergency repairs	.00	37,328.13	16,666.67	20,661.46	50,000.00	12,671.87
Business development	4,977.80	4,977.80	133,333.33	(128,355.53)	400,000.00	395,022.20
Bad debt expense	.00	6,816.99	.00	6,816.99	.00	(6,816.99)
<i>Operating expenses Totals</i>	<u>\$1,155,931.24</u>	<u>\$4,379,177.30</u>	<u>\$5,684,863.93</u>	<u>(\$1,305,686.63)</u>	<u>\$17,179,952.00</u>	<u>\$12,800,774.70</u>
<i>Depreciation</i>						
Depreciation	687,703.58	2,750,814.32	.00	2,750,814.32	.00	(2,750,814.32)
<i>Depreciation Totals</i>	<u>\$687,703.58</u>	<u>\$2,750,814.32</u>	<u>\$0.00</u>	<u>\$2,750,814.32</u>	<u>\$0.00</u>	<u>(\$2,750,814.32)</u>
Grand Totals						
<b>REVENUE TOTALS</b>	<u>4,147,317.19</u>	<u>21,132,248.95</u>	<u>8,863,599.16</u>	<u>12,268,649.79</u>	<u>24,321,135.00</u>	<u>3,188,886.05</u>
<b>EXPENSE TOTALS</b>	<u>1,843,634.82</u>	<u>7,129,991.62</u>	<u>5,684,863.93</u>	<u>1,445,127.69</u>	<u>17,179,952.00</u>	<u>10,049,960.38</u>
Grand Total Net Gain (Loss)	<u>\$2,303,682.37</u>	<u>\$14,002,257.33</u>	<u>\$3,178,735.23</u>	<u>\$10,823,522.10</u>	<u>\$7,141,183.00</u>	<u>\$6,861,074.33</u>

# ASHEVILLE REGIONAL AIRPORT

## Annual Operating Revenue by Month

### October 2023

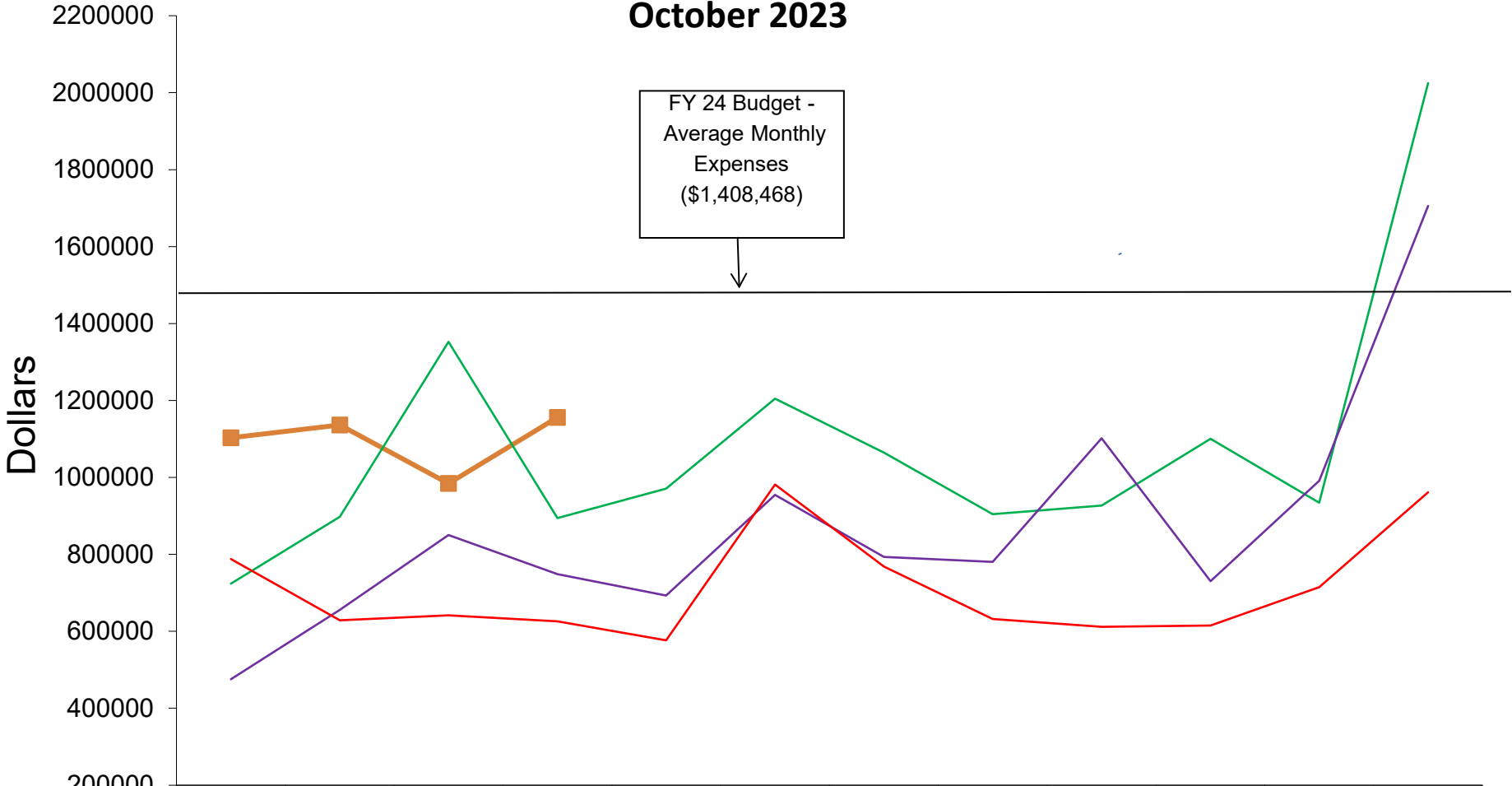


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—■— 2024	2827482	2615398	2446265	2609082								
— 2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
— 2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519
— 2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683

# ASHEVILLE REGIONAL AIRPORT

## Annual Operating Expenses by Month

### October 2023

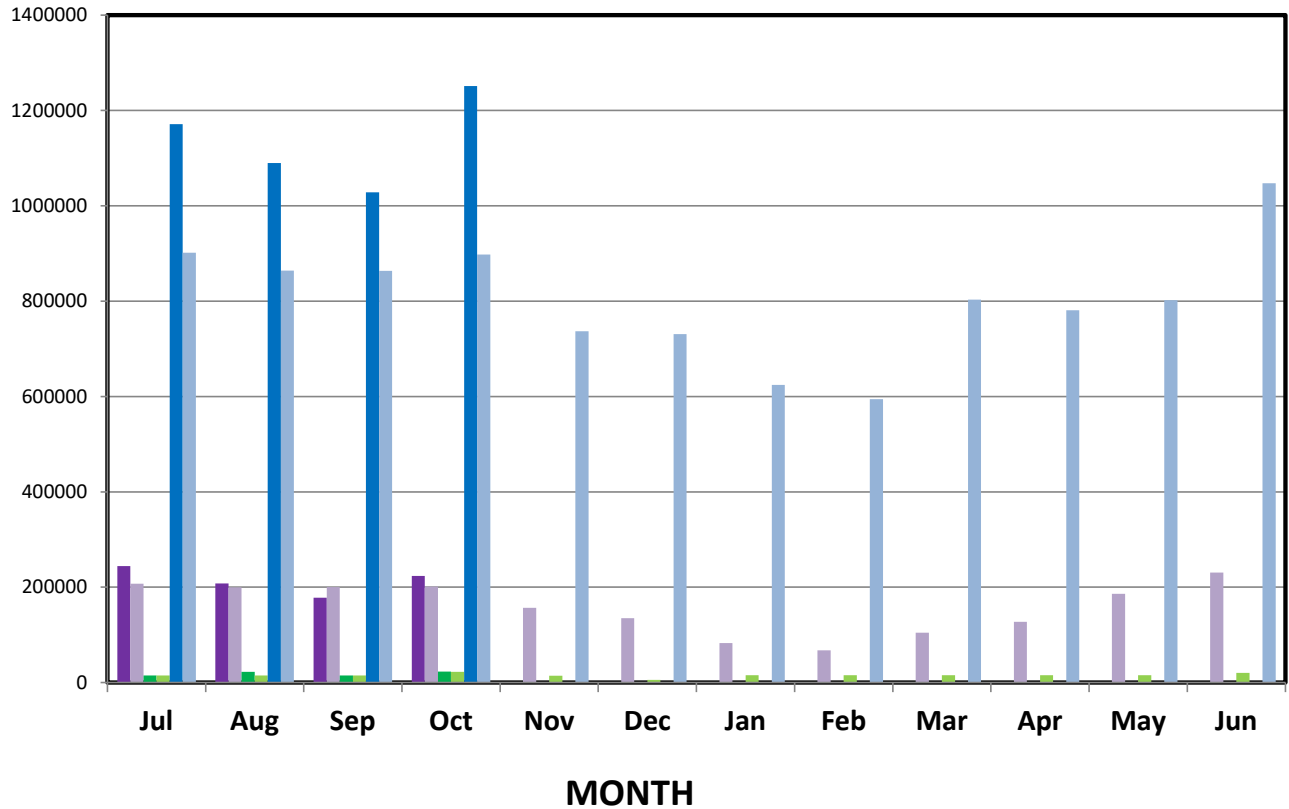


FY 24 Budget -  
 Average Monthly  
 Expenses  
 (\$1,408,468)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	1103108	1135951	984187	1155931								
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
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373

**ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
October 2023**

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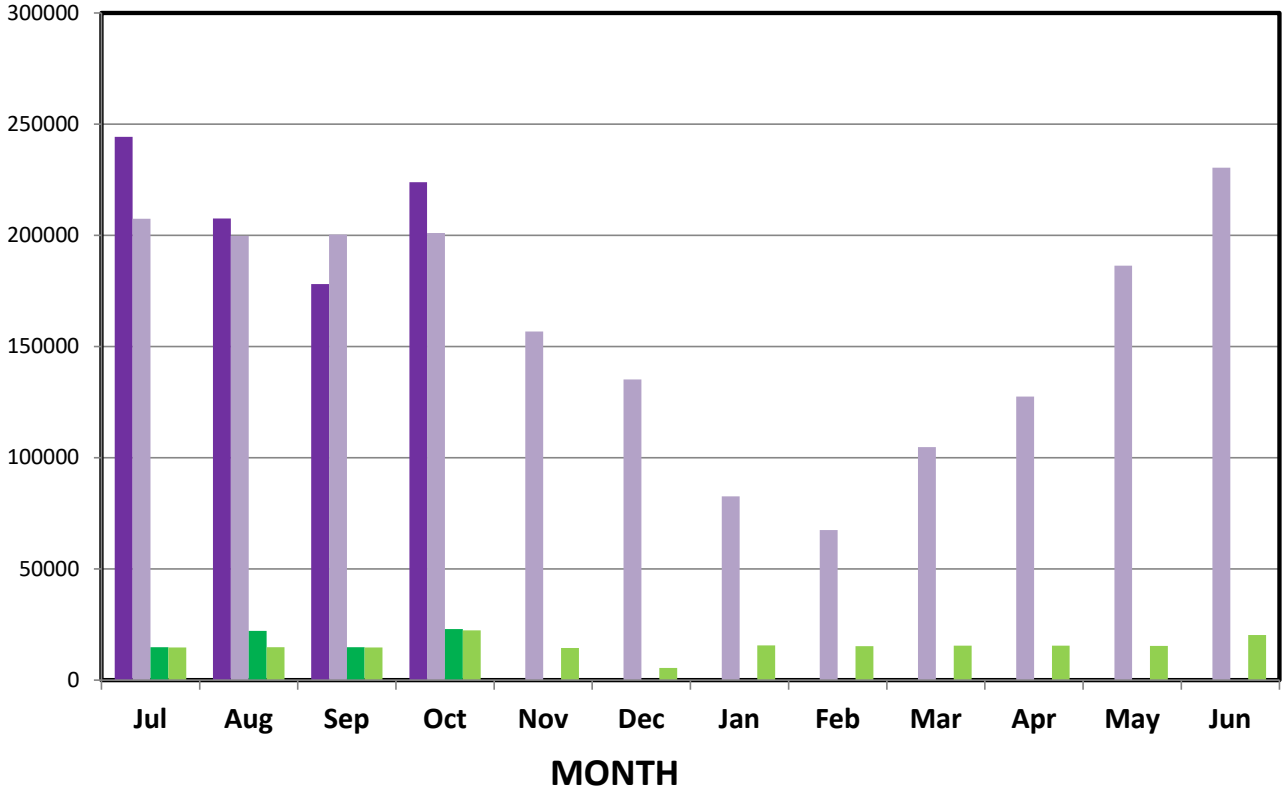


Jet A - 223,858 Gallons  
100LL - 22,937 Gallons  
Airline - 1,251,349 Gallons



**ASHEVILLE REGIONAL AIRPORT  
GENERAL AVIATION FUEL SALES - GALLONS  
October 2023**

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■ Jet A - FY24  
 ■ Jet A - FY23  
 ■ 100LL - FY24  
 ■ 100LL - FY23  
  
 Jet A - 223,858 Gallons  
 100LL - 22,937 Gallons

**Design Phase**

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 12/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 12/01/2023)	Start Date	End Date	Current Project Status (as of 12/01/2023)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,843,633	60.4%	\$20,141,760	73.9%	\$14,885,670	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,279,968.00	N/A	N/A	\$0	0.0%	\$1,279,968	24.8%	\$317,851	Jul-23	Dec-27	Project management continues.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$661,133	15.9%	\$4,819,056	84.7%	\$4,082,669	Mar-21	Dec-24	Project management in process.
4	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0	0.0%	\$989,004	79.3%	\$784,369	Jul-21	Dec-23	Working Paper #3 CHA finalizing.
5	South Parking Lot	Enabling Pre-Construction work including design, tree removal and clearing.	AVCON	\$374,976.00	N/A	N/A	\$0	0.0%	\$374,976	88.1%	\$330,312	Jan-23	Nov-23	401/404 permit applications approved. Project management in process.

**Construction Phase**

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 12/01/2023)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 12/01/2023)	Start Date	End Date	Current Project Status (as of 12/01/2023)
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	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821.00	\$0	0.00%	\$345,792,821.00	13.8%	\$47,767,629	Jan-22	Apr-27	CEP inspection for permanent power to be completed in December. Temporary baggage belt to apron operational. Ticket counters have been relocated. Airline and Rental Car offices move in December. Foundations started for the North Concourse.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052.00	\$0	0.00%	\$46,561,255.00	10.3%	\$4,807,087	Dec-22	Dec-24	ATCT pier foundation corrections approved for compliance. Civil work and base building foundations progressing.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839.20	\$69,583.81	0.00%	\$10,897,307.01	40.4%	\$4,400,003	Jun-23	Nov-23	Bridge Completed. Lot opened with 502 parking spots in November. Secondary entrance work begins in December.

\*(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