



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, May 10, 2019, 8:30 a.m.
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. 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 April 5, 2019 Special Meeting Minutes ([document](#))
 - B. Approval of the Greater Asheville Regional Airport Authority April 5, 2019 Closed Session Minutes
 - C. Approval of the Greater Asheville Regional Airport Authority April 12, 2019 Regular Meeting Minutes ([document](#))
 - D. Approval of the Greater Asheville Regional Airport Authority April 12, 2019 Closed Session Minutes
 - E. Approval of Amendment to the FY18/19 Budget ([document](#))
- V. OLD BUSINESS: None



VI. NEW BUSINESS:

- A. Approval of Scope of Services No. 1 with Avcon Engineers and Planners, Inc. ([document](#))
- B. Approval of Scope of Services No. 21 with Avcon Engineers and Planners, Inc. ([document](#))
- C. Approval of Scope of Services No. 16 and 17 with RS&H ([document](#))
- D. Approval of Purchase of Two Shuttle Buses for Parking Operations ([document](#))

VII. DIRECTOR'S REPORT:

VIII. INFORMATION SECTION:

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

- A. March 2019 Traffic Report ([document](#))
- B. March 2019 Monthly Financial Report ([document](#))
- C. May 2019 Development/Project Status Report ([document](#))
- D. Airport Facilities Review for First Quarter ([document](#))
- E. Potential Board Items for the Next Regular Meeting:
 - Approval of Business Insurance

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING

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. Conference Update
- B. 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
March-19**

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	60,805	59.0%	150,282	45.8%
Aircraft Operations				
Commercial	1,765	46.6%	4,405	30.6%
Scheduled Flights	814	50.5%		
Flight Cancellations	-			
Seats	79,725	73.7%	199,990	56.3%
Load Factor	76.3%	(8.4%)	75.1%	(6.7%)
General Aviation	3,620	20.4%	9,230	13.3%
Military	224	(15.2%)	558	(11.3%)

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 1,352,795		\$ 10,534,564	
Operating Expenses	670,406		5,971,060	
Net Operating Revenues before Depreciation	<u>\$ 682,389</u>		<u>\$ 4,563,504</u>	
Net Non-Operating Revenues	<u>\$ 497,012</u>		<u>\$ 2,695,980</u>	
Grants:				
FAA AIP Grants	\$ 24,632		\$ 3,076,579	
NC Dept of Transportation Grants	-		2,294,831	
Total	<u>\$ 24,632</u>		<u>\$ 5,371,410</u>	

CASH

Restricted	\$ 12,475,422
Designated for O&M Reserve	4,608,465
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	16,965,187
Total	<u>\$ 34,699,074</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	22,759	3,696	2,071	16,992
Allegiant	8,969	-	152	8,817
American	6,144	155	2,648	3,341
Avis	7,555	1,097	900	5,559
Budget	3,830	389	2,715	727
Delta	21,565	16,394	2,200	2,971
Dollar/Thrifty	6,320	6,320	-	-
Enterprise	5,838	591	5,150	97
TSA	60,614	9,030	10,685	40,899
Hertz	20,379	1,237	1,400	17,742
Paradies	22,396	605	-	21,791
Signature	3,947	140	70	3,737
Skywest	2,207	310	1,550	347
Spirit	3,742	434	735	2,573
United	2,197	28	134	2,036
Vanguard	38,421	3,708	-	34,713
Worldwide	4,328	701	2,251	1,377
Miscellaneous	10,291	1,097	367	8,827
Total	<u>\$ 251,501</u>	<u>\$ 45,930</u>	<u>\$ 33,026</u>	<u>\$ 172,545</u>
% of Total Receivables	<u>29.02%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 15,750,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	3,080,000
	<u>\$ 21,000,000</u>	<u>\$ 18,830,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 38,764,292
Year-to-Date Spending	\$ 5,751,162

**SPECIAL MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
April 5, 2019**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, April 5, 2019 at 10:00 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Matthew C. Burril, Chair; K. Ray Bailey, Vice-Chair; Stephanie Pace Brown; George H. Erwin, Jr.; Brad Galbraith; and Carl H. Ricker, Jr.

MEMBERS ABSENT: William L. Moyer

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director of Development and Operations; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: None

CALL TO ORDER: The Chair called the meeting to order at 10:00 a.m.

CLOSED SESSION: At 10:01 a.m. Mr. Bailey moved to go into Closed Session Pursuant to Subsection 143-318.11(a)(3) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege.

Open Session resumed at 11:39 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY APRIL 5, 2019 CLOSED SESSION MINUTES: Mr. Bailey moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Ricker seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Bailey moved to adjourn the meeting at 11:39 a.m. Mr. Erwin seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Matthew C. Burrell

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
April 12, 2019**

The Greater Asheville Regional Airport Authority (“Authority”) met on Friday, April 12, 2019 at 8:30 a.m. in the Conference Room at the Authority’s Administrative Offices, Asheville Regional Airport (“Airport”), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Matthew C. Burrell, Chair; K. Ray Bailey, Vice-Chair; William L. Moyer; Stephanie Pace Brown; George H. Erwin, Jr.; and Carl H. Ricker, Jr.

MEMBERS ABSENT: Brad Galbraith

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Michael Reisman, Deputy Executive Director of Development and Operations; Kevan Smith, Chief of Public Safety; Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Frank Wheeler, Director of Administration and Human Resources; Christina Madsen, Airport Properties and Contracts Manager; Samuel Sales, Public Safety Captain; Chris Hudson, Public Safety Lieutenant; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Nick Loder, RS&H; James Moose, Avcon; Jon McCalmont, Parrish & Partners; Patrick Pettit, Haskell; Vijay Kapoor, Asheville City Council

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

The Chair stated that in the absence of the Executive Director, Michael Reisman would be the Acting Executive Director for the meeting.

SERVICE AWARD PRESENTATION: The Chair recognized Chris Hudson with a service award and gift for his 20 years of service with the Authority.

EMPLOYEE RECOGNITION: Mr. Reisman took a moment to present a plaque to Chief Kevan Smith in recognition of his recent Accredited Airport Executive (AAE) certification. The Board congratulated Chief Smith for this impressive achievement.

PRESENTATIONS: None

FINANCIAL REPORT: Mr. Reisman reported on the airport activity for the month of February which included enplanements, aircraft operations, and general aviation activity. Janet Burnette reported on the financial activity for the month of February.

CONSENT ITEMS: The Chair stated that Consent Item C, Approval of the Greater Asheville Regional Airport Authority March 8, 2019 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority February 20, 2019 Special Meeting Minutes: Mr. Erwin moved to approve the February 20, 2019 Special Meeting Minutes. Ms. Brown seconded the motion and it carried unanimously.

B. Approval of the Greater Asheville Regional Airport Authority March 8, 2019 Regular Meeting Minutes: Mr. Erwin moved to approve the March 8, 2019 Regular Meeting Minutes. Mr. Ricker seconded the motion and it carried unanimously.

D. Approval of Audit Contract with Gould Killian CPA Group, P.A. for Fiscal Year Ending June 30, 2019: Mr. Bailey moved to approve the Audit Contract with Gould Killian CPA Group, P.A. for Fiscal Year Ending June 30, 2019. Mr. Ricker seconded the motion and it carried unanimously.

E. Approval of Insurance Renewals: Mr. Reisman stated that staff did not have firm quotes for the business lines of insurance and requested that the business lines of insurance be pulled from the board item. Staff will bring the new quotes back to the Board for approval at the next meeting. Mr. Reisman stated that the medical and benefit insurance quotes totaled \$856,535.18. Mr. Moyer moved to approve the renewal of the Authority's medical and benefit insurance coverages in an amount not to exceed premiums presented by staff, and authorize the Executive Director to execute the necessary documents. Mr. Erwin seconded the motion and it carried unanimously.

The Board wished Mr. Wheeler well in his new position.

OLD BUSINESS:

A. Public Hearing and Final Adoption of the Authority's Amended Ordinance 201601-5 for Airline Rates, Fees and Charges for the Asheville Regional Airport: Mrs. Burnette reported that the proposed Preliminary Amended Schedule of Airline Rates, Fees and Charges for FY2019-2020 was approved by the Board on March 8, 2019 and has remained available for public inspection since that time. Staff met with the airlines on March 14th. At the request of the airlines, the ordinance has been updated with clarifying language and operating estimates for Spirit Airlines have been included in the rates, fees and charges model resulting in lower fees overall.

The Chair opened the floor to public comments at 8:48 a.m. There being no public comments, the Chair closed the floor at 8:48 a.m.

Mr. Bailey moved to adopt the Amended Ordinance 201601-5 to implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2019/2020. Mr. Erwin seconded the motion and it carried unanimously:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
AMENDED ORDINANCE NO. 201601-5
AN ORDINANCE TO IMPLEMENT A SCHEDULE OF AIRLINE RATES, FEES AND CHARGES
FOR THE ASHEVILLE REGIONAL AIRPORT

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

Section 1. CITATION.

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

Section 2: FINDINGS.

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

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

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

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

2.5 North Carolina General Statute Section 63-53(5) further gives the Greater Asheville Regional Airport Authority the authority: *"[t]o determine the charge or rental for the use of any properties under its control and the charges for any services or accommodations and the terms and conditions under which such properties may be used,*

provided that in all cases the public is not deprived of its rightful, equal, and uniform use of such property."

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

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

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

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

Section 3. PURPOSE AND SCOPE

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

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

Section 4. EFFECTIVE DATE

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

Section 5. DEFINITIONS

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

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

5.3 [RESERVED]

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

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

5.7 "Airport Operating Requirement" for any Fiscal Year, consists of all of the following: (1) Operation and Maintenance Expenses; (2) O&M Reserve Requirement; (3) Depreciation; (4) Amortization; (5) Debt Service; (6) coverage required on any Bonds; (7) fund deposits required under any Bond Ordinance; (8) the net amount of any judgment or settlement arising out of or as a result of the ownership, operation or maintenance of the Airport payable by Authority during any Fiscal Year. This amount would include, but not be limited to, the amount of any such judgment or settlement arising out of or as a result of any claim, action, proceeding or suit alleging a taking of property or an interest in property without just or adequate compensation, trespass, nuisance, property damage, personal injury or any other claim, action, proceeding or suit based upon or relative to the environmental impact resulting from the use of the Airport for the landing and taking off of aircraft; and (9) any and all other sums, amounts, charges or requirements of the Airport to be recovered, charged, set aside, expensed or accounted for during any Fiscal Year, or the Authority's accounting system.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.24 "Operation and Maintenance Expenses" or "O&M Expenses" are, for any Fiscal Year, the total costs and expenses, incurred or accrued by the Authority for that Fiscal Year, in providing for the administration, operation, maintenance and management of the

Airport, including, without limitation, the performance by Authority of any of its obligations related to the Airport.

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

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

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

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

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

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

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

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

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

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

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

Section 6. RATE MAKING METHODOLOGY

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

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

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

6.4 Terminal Building Operating Requirement.

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

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

6.4.2.1 By summing the elements of the Airport Operating Requirement allocated to the Terminal Building Cost Center. Currently,

this includes O&M Expenses, O&M Reserve Requirement, net Depreciation, Amortization, Capital Outlay, and Debt Service.

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

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

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

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

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

6.5 Airfield Area Operating Requirement.

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

or costs. The Airport's triturator facility, storage areas for airline glycol equipment and tanks, and any fueling facilities and equipment provided to serve the airlines on the terminal apron are also included in the airfield cost center.

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

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

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

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

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

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

6.5.4 [RESERVED]

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

6.5.6 [RESERVED]

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

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

Section 7. RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

7.4.5.1 Such other fees and charges shall be detailed by the

Authority in the Schedule of Rates, Fees and Charges.

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2019-2020 Schedule of Rates, Fees and Charges effective July 1, 2019 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

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

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

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

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

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

9.6 Security Deposit. If in the reasonable business discretion of the Authority, it is determined that the financial condition of Airline, at the beginning of air service at the Airport, or an incumbent Airline that has displayed an irregular payment history, then Airline may be required to submit a cash security deposit in an amount not to exceed the equivalent of six (6) months estimated rentals, fees and charges.

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

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

equipment to their original condition, reasonable wear and tear excepted.

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

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

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

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

Section 10. PENALTIES AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.8.6 Unless other provided, if the violator fails to respond to a citation within 30 days of issuance and pay the fine prescribed therein, the Authority may

institute a civil action in the nature of a debt in the appropriate division of the state general court of justice to collect the fine owed.

Section 11. SEVERABILITY

11.1 If any provision, clause, section, or provision of this the Airline Rates, Fees & Charges Ordinance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of the Airline Rates, Fees & Charges Ordinance, and the remainder of shall be enforced and not be affected thereby.

Section 12. AMENDMENT.

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

ADOPTED THIS the ___ day of _____, 2019, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Matthew C. Burril, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

Exhibit A

Asheville Regional Airport

2019-2020 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE

RESULTS (Fiscal Years Ending June 30)	GARAA	
	Budget	Budget
	2019	2020
<u>Signatory Airline Rates & Charges:</u>		
Terminal Building Rental Rate (per s.f.)	\$46.35	\$53.88
Passenger-Related Security Fee (per EP)	\$0.67	\$0.66
Landing Fee (per 1,000-lbs)	\$1.60	\$1.51
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.48	\$0.41
Baggage Make-Up & Claim Fee (per bag)	\$0.93	\$0.95
Baggage Make-Up & Claim Fee (per airline)	\$10,172	\$11,825
Gate Area Charge per (enplaned pax)	\$1.43	\$1.34
Gate Area Fee (per airline)	\$25,985	\$30,208
Loading Bridge Fee (per depart.)	\$10.02	\$9.20
Turn Fees ¹		
Per Turn Fee for Exempt Carriers (0-70 seats)	\$272.00	\$279.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$324.00	\$333.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$363.00	\$373.00
Average AVL CPE	\$6.07	\$5.64

¹ Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives,

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

GARAA

	Budget	
	2019	2020
<u>Enplaned Passengers:</u>		
Allegiant	180,000	240,000
American ¹	103,000	150,000
Delta	138,000	137,000
Spirit	0	48,000
United	95,000	65,000
Total	516,000	640,000
<u>Estimated Checked Bags:</u>		
Allegiant	93,600	98,600
American ¹	55,600	81,300
Delta	109,400	113,900
Spirit	0	20,940
United	52,100	36,300
Total	310,700	351,040
<u>Departures:</u>		
Allegiant	1,200	1,605
American ¹	2,262	2,757
Delta	2,389	2,298
Spirit	0	453
United	1,631	1,287
Total	7,482	8,400
<u>Landed Weight (1,000-lb units):</u>		
Allegiant	170,000	229,200
American ¹	125,600	175,627
Delta	161,050	152,236
Spirit	0	66,000
United	108,373	77,924
Total	565,023	700,987

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 2

TERMINAL SPACE (s.f.) (Fiscal Years Ending June 30)		GARAA	
		Budget	Budget
		2019	2020
<u>Preferential Space:</u> ¹			
Allegiant		1,704	1,331
American		2,102	2,297
Delta		2,609	2,609
Spirit			905
United		1,593	1,593
Worldwide			161
Total Preferential Space	[A]	8,008	8,896
<u>Joint Use Space:</u>			
Baggage Make-Up		3,192	3,192
Baggage Claim		4,124	4,124
Gates 1-3 Holdroom		8,517	8,517
Gates 4-7 Holdroom		6,751	6,751
Gates 4-7 Secure Enplanement Corridor		3,421	3,421
Total Joint Use Space	[B]	26,005	26,005
Total Airline Rented	[C=A+B]	34,013	34,901
<u>Other Rentable:</u>			
Ticket Counter (unassigned)		103	285
Queue (unassigned)		193	456
Vacant Airline Preferential Space		2,792	1,210
Concession Space		13,553	13,775
FAA Tower & Related Office Space		4,374	4,374
TSA Offices & Breakroom		2,418	1,933
TSA Passenger Security Screening		2,210	4,891
TSA Offices Adjacent to Passenger Screening		396	396
Total	[D]	26,039	27,320
Total Rentable Space	[E=C+D]	60,052	62,221
Public and Other Areas	[F]	47,797	45,628
Total Terminal Space	[G=E+F]	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY		GARAA	
(Fiscal Years Ending June 30)			
		Budget	Budget
		2019	2020
<u>Depreciation:</u> ¹			
Gross Depreciation		\$4,700,000	\$4,700,000
Less: Grant & PFC Amortization		(3,200,000)	(3,200,000)
Net Depreciation	[A]	\$1,500,000	\$1,500,000
<u>By Cost Center (%):</u>			
Airfield Area	[B]	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%
Other Area	[F]	7.0%	7.0%
Total		100.0%	100.0%
<u>By Cost Center:</u>			
Airfield Area	[A*B]	\$210,000	\$210,000
Terminal Building	[A*C]	450,000	450,000
Parking, Roadway, and Ground Trans.	[A*D]	495,000	495,000
General Aviation Area	[A*E]	240,000	240,000
Other Area	[A*F]	105,000	105,000
Net Depreciation	[A]	\$1,500,000	\$1,500,000
<u>Amortization:</u>			
Gross Amortization		\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY		GARAA	
(Fiscal Years Ending June 30)			
		Budget	Budget
		2019	2020
<u>By Cost Center (%):</u>			
Airfield Area	[H]	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%
Other Area	[L]	0.0%	0.0%
Total		100.0%	100.0%
<u>By Cost Center:</u>			
Airfield Area	[G*H]	\$79,581	\$79,581
Terminal Building	[G*I]	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0
General Aviation Area	[G*K]	0	0
Other Area	[G*L]	0	0
Net Amortization	[G]	\$79,581	\$79,581
<u>Capital Outlay:</u>			
Capital Outlay	[M]	\$100,000	\$100,000
<u>By Cost Center (%):</u>			
Airfield Area	[N]	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%
<u>By Cost Center:</u>			
Airfield Area	[M*N]	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

¹ Depreciation is based on the prior year's actual depreciation

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 4

OPERATION AND MAINTENANCE EXPENSES		GARAA	GARAA
(Fiscal Years Ending June 30)			
		Budget	Budget
		2019	2020
<u>By Category:</u>			
Personnel Services		\$5,572,510	\$6,527,568
Professional Services		387,450	384,950
Utilities		525,467	539,867
Promotional Activities		317,390	303,800
Maintenance and Repairs		262,200	255,200
Contracted Services		826,723	978,646
Insurance Expense		234,000	260,600
Materials and Supplies		467,425	464,610
Other Expenses		393,905	506,740
Total O&M Expenses	[A]	<u>\$8,987,070</u>	<u>\$10,221,981</u>
<u>By Cost Center (%):</u>			
Airfield Area	[B]	26.3%	26.3%
Terminal Building	[C]	48.0%	47.8%
Parking, Roadway, and Ground Trans.	[D]	12.0%	12.2%
General Aviation Area	[E]	9.7%	9.8%
Other Area	[F]	4.0%	4.0%
Total		<u>100.0%</u>	<u>100.0%</u>
<u>By Cost Center:</u>			
Airfield Area	[A*B]	\$2,366,072	\$2,684,342
Terminal Building	[A*C]	4,313,970	4,883,676
Parking, Roadway, and Ground Trans.	[A*D]	1,074,732	1,245,820
General Aviation Area	[A*E]	872,685	997,713
Other Area	[A*F]	359,611	410,430
Total O&M Expenses	[A]	<u>\$8,987,070</u>	<u>\$10,221,981</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 5**LANDING FEE AND REVENUE**

(Fiscal Years Ending June 30)

		GARAA	
		Budget	Budget
		2019	2020
<u>Airfield Requirement:</u>			
O&M Expenses		\$2,366,072	\$2,684,342
Less: Deicing Chemicals		(70,040)	(72,141)
O&M Reserve Requirement		18,336	159,135
Net Depreciation		210,000	210,000
Net Amortization		79,581	79,581
Capital Outlay		50,000	50,000
Debt Service		0	0
Debt Service Coverage (25%)		0	0
Total Requirement	[A]	\$2,653,949	\$3,110,917
<u>Landing Fee Credits:</u>			
Non-Airline Revenue	[B]	\$90,000	\$90,000
Other	[C]	0	0
Total Credits	[D=B+C]	\$90,000	\$90,000
Net Landing Fee Requirement	[E=A-D]	\$2,563,949	\$3,020,917
Airline Landed Weight	[F]	565,023	700,987
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.54	\$4.31
Revenue Share Credit	[H]	\$1,660,376	\$1,961,407
Adjusted Airline Net Requirement	[I=E-H]	\$903,573	\$1,059,511
Airline Landing Fee	[J=I/F]	\$1.60	\$1.51
Airline Landing Fee Revenue	[K=F*J]	\$903,573	\$1,059,511

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

GARAA

		Budget	Budget
		2019	2020
<u>Terminal Requirement:</u>			
O&M Expenses		\$4,313,970	\$4,883,676
O&M Reserve Requirement		40,136	284,853
Net Depreciation		450,000	450,000
Net Amortization		0	0
Capital Outlay		50,000	50,000
Debt Service		0	0
Debt Service Coverage (25%)		0	0
Total Requirement	[A]	\$4,854,106	\$5,668,529
<u>Terminal Credits:</u>			
Passenger-Related Security Charges		\$344,750	\$421,080
AirIT Landside Expenses		16,463	16,463
Loading Bridge Fees		75,000	77,250
Total Terminal Credits	[B]	\$436,213	\$514,793
Net Requirement	[C=A-B]	\$4,417,893	\$5,153,736
Rentable Space (s.f.)	[D]	60,052	62,221
Terminal Rental Rate	[E=C/D]	\$73.57	\$82.83
Airline Rented Space (s.f.)	[F]	34,013	34,901
Airline Requirement	[G=E*F]	\$2,502,261	\$2,890,833
Revenue Share Credit	[H]	\$925,880	\$1,010,422
Adjusted Airline Requirement	[I=G-H]	\$1,576,382	\$1,880,411
Airline Rented Space (s.f.)	[F]	34,013	34,901
Adjusted Airline Terminal Rate	[J=I/F]	\$46.35	\$53.88
Airline Terminal Rentals	[K=F*J]	\$1,576,382	\$1,880,411

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

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

(Fiscal Years Ending June 30)

		GARAA	
		Budget	Budget
		2019	2020
<u>Loading Bridge Requirement:</u>			
Operating Expenses		\$75,000	\$77,250
Capital Outlay		0	0
Debt Service		0	0
Debt Service Coverage (25%)		0	0
Total Requirement	[A]	\$75,000	\$77,250
Total Departures	[B]	7,482	8,400
Loading Bridge Fee (per Departure)	[C=A/B]	\$10.02	\$9.20
Total Loading Bridge Revenue	[D=B*C]	\$75,000	\$77,250

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6B**JOINT USE CHARGES**

(Fiscal Years Ending June 30)

GARAA

		Budget	Budget
		2019	2020
Adjusted Signatory Airline Terminal Rate	[A]	\$46.35	\$53.88
<u>Joint Use Space (s.f.):</u>			
Baggage Make-Up	[B1]	3,192	3,192
Baggage Claim	[B2]	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421
Joint Use Space		26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$339,071	\$394,175
Gate Areas Requirement	[E=A*(C1+C2+C3)]	866,169	1,006,934
Total Joint Use Requirement	[G=D+E+F]	\$1,205,239	\$1,401,109
<u>Baggage Make-Up & Claim:</u>			
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]]	\$288,210	\$335,048
Checked Bags	[I]	310,700	351,040
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$0.93	\$0.95
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$50,861	\$59,126
Number of Airlines	[L]	5	5
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$10,172	\$11,825
<u>Gate Area:</u>			
Gate Area Requirement (85%)	[N=E*85%]	\$736,243	\$855,894
Enplaned Passengers	[O]	516,000	640,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.43	\$1.34
Gate Area Requirement (15%)	[Q=E*15%]	\$129,925	\$151,040
Number of Airlines	[L]	5	5
Gate Area Fee (per airline)	[R=Q/L]	\$25,985	\$30,208
Total Joint Use Revenue	[G]	\$1,205,239	\$1,401,109

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 6C

TICKET COUNTER & QUEUE FEES (UNASSIGNED)		GARAA	
(Fiscal Years Ending June 30)			
		Budget	Budget
		2019	2020
Adjusted Signatory Airline Terminal Rate	[A]	\$46.35	\$53.88
<u>Ticket Counter and Queue Space (s.f.):</u>			
Ticket Counter		1,755	1,731
Queue Space		3,181	2,865
Ticket Counter and Queue Space	[B]	4,936	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$228,766	\$247,625
AirIT Landside Expenses	[D]	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$245,229	\$264,088
Enplaned Passengers	[F]	516,000	640,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.48	\$0.41
Enplaned Passenger Use	[H]	180,000	240,000
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$85,545	\$99,033

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

GARAA

		Budget	Budget
		2019	2020
Personnel-Related Security Cost	[A]	\$1,230,700	\$1,593,131
<u>Officer Deployment Hours:</u>			
Total Hours (16 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,169	2,172
Holiday (11 Holidays)		(132)	(176)
Vacation (12 Days)		(144)	(192)
Training (8 hrs per month per officer)		(96)	(128)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(108)	(144)
Available Hours/Officer	[B]	1,689	1,532
Number of Officers	[C]	14	18
Total Available Hours	[D=B*C]	23,648	27,584
Less: Admin Hours Total	[E]	(2,016)	(2,592)
Total Officer Deployment Hours	[F=D-E]	21,632	24,992
Personnel-Related Security Cost per Hour	[G=A/F]	\$56.89	\$63.75
<u>Passenger-Related Security Charge:</u>			
Terminal Airlines (18 hrs/day Security Checkpoint)		\$373,784	\$418,809
Less: TSA Reimbursement		(131,459)	(116,800)
Net Personnel-Related Costs	[H]	\$242,325	\$302,009
TSA Passenger Security Screening Space (s.f.)	[I]	2,210	2,210
Terminal Rental Rate	[J]	\$46.35	\$53.88
Security Checkpoint Space Costs	[K=I*J]	\$102,426	\$119,071
Passenger-Related Security Charges	[L=H+K]	\$344,750	\$421,080
Enplaned Passengers	[M]	516,000	640,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.67	\$0.66
Passenger-Related Security Charges	[O=M*N]	\$344,750	\$421,080

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

GARAA

		Budget	Budget
		2019	2020
<u>Airline Revenue:</u>			
Terminal Rentals		\$1,576,382	\$1,880,411
Loading Bridge Fees		75,000	77,250
Landing Fees		903,573	1,059,511
Unassigned Ticket Counter Charges		85,545	99,033
Passenger Related Security Charges		344,750	421,080
Checkpoint Lane Fee		77,400	0
Deicing Chemicals		70,040	72,141
Total	[A]	\$3,132,690	\$3,609,427
Enplaned Passengers	[B]	516,000	640,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.07	\$5.64

Note: Amounts may not add due to rounding.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

Table 9

PER TURN FEE FOR MARKET SHARE EXEMPT CARRIERS		GARAA	
(Fiscal Years Ending June 30)			
		Budget	Budget
		2019	2020
<u>Per Turn Requirement:</u>			
Joint Use Cost ¹		\$1,205,239	\$1,401,109
Loading Bridge Cost		75,000	77,250
Unassigned Ticket Counter Cost		245,229	264,088
Passenger Related Security Charge Cost		344,750	421,080
Deicing Chemicals Cost		70,040	72,141
Total	[A]	\$1,940,259	\$2,235,669
Total Departures	[B]	7,482	8,400
Average Per Turn Cost	[C=A/B]	\$259.32	\$266.15
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*105%]	\$272.00	\$279.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*125%]	\$324.00	\$333.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*140%]	\$363.00	\$373.00

Note: Amounts may not add due to rounding.

¹ Includes the cost of baggage areas and gate areas.

Source: Airport management records

Compiled by Trillion Aviation, February 2018 (Updated June 2018, February 2019)

B. Public Hearing and Final Adoption of the Authority's Fiscal Year 2019/2020 Budget: Mrs. Burnette stated that the proposed preliminary Fiscal Year 2019/2020 Budget was presented to and approved by the Authority Board on March 8, 2019. The budget has remained available for public inspection since that date with no comments being received to date.

The Chair opened the floor to public comments at 8:49 a.m. There being no public comments, the Chair closed the floor at 8:49 a.m.

Mr. Moyer moved to adopt the following Fiscal Year 2019/2020 Budget Ordinance. Ms. Brown seconded the motion and it carried unanimously:

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

2019-2020

BUDGET ORDINANCE

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2019-2020 Budget Ordinance of the Airport Authority is hereby set forth as follows:

Section 1. The following amounts are hereby appropriated for the operation of the Greater Asheville Regional Airport Authority for the fiscal year beginning July 1, 2019 and ending June 30, 2020 in accordance with the following schedules:

EXPENDITURES

Administration Department	\$ 961,521
Development Department	468,894
Executive Department	696,354
Finance Department	445,574
Guest Services Department	241,545
Information Technology Department	986,458
Marketing Department	736,913
Operations Department	3,778,746
Properties & Contracts	198,921
Public Safety Department	1,837,258

Emergency Repair Costs	50,000
Carry-over Capital Expenditures from Prior Year	17,103,096
Capital Improvement	35,664,537
Equipment and Small Capital Outlay	-
Renewal and Replacement	346,308
Business Development	300,000
Debt Service	1,685,074
Contingency	100,000
Total Expenditures	<u><u>\$65,601,199</u></u>

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

REVENUES

Administration (Interest Income)	\$ 250,000
Terminal	5,632,571
Airfield	1,177,046
General Aviation	1,056,304
Parking Lot	4,688,500
Other	180,319
Passenger Facility Charges	2,250,000
Customer Facility Charges	1,600,000
Federal Grants – AIP Entitlements	1,825,000
Federal Grants – AIP Discretionary Funds	200,000
NC Department of Transportation Grants	-
Transfer from GARAA Cash/Investments	46,741,459
Total Revenues	<u><u>\$65,601,199</u></u>

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

- a. He may transfer amounts between line item expenditures within a budget ordinance line item without limitation and without a report being required. These changes should not result in increased recurring obligations such as salaries.
- b. He may transfer amounts up to \$60,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.

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

Section 5. This ordinance shall become effective on July 1, 2019.

Adopted this 12th day of April, 2019

Matthew C. Burril, Chair

Attested by:

Ellen Heywood, Clerk to the Board

NEW BUSINESS:

A. Approve Agreement with Kimley-Horn for Engineering Services Associated with Pipe Repair: Mr. Reisman reminded the Board that an agreement was approved in October of 2018 with Kimley-Horn for consulting services for the inspection of a failing 60" reinforced concrete pipe in the north general aviation area. It was determined that the pipe required repairs in a number of areas to ensure its longevity and compliance with NCDEQ requirements. The repairs require engineering design and limited oversight while the work is being done. A follow-up report by Kimley-Horn after the repairs are complete will document the current condition of the pipe and will establish a new baseline from which future inspections will be compared. Mr. Reisman stated that

the work for these services will not exceed \$170,840.40. Additional cost for construction/repair services will be incurred once the project is designed and bid. Mr. Reisman further stated that the following budget amendment will be necessary:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	\$170,840.40 _____
Totals	_____	\$170,840.40 _____

This will result in a net increase of \$170,840.40 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	\$170,840.40 _____
Totals	_____	\$170,840.40 _____

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

Adopted this 12th day of April, 2019.

Matthew Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

There was a brief discussion on the condition of the pipe and Mr. Reisman provided an overview of the repairs and explained that with the type of repairs that are necessary, legitimate engineering services are required due to the size, depth and location of the pipe. The agreement is for engineering services only and a separate contract for construction services will be brought to the Board at a future date.

Mr. Moyer moved to approve the agreement with Kimley-Horn in an amount not to exceed \$170,840.40 for engineering services associated with the pipe repair; authorize the Executive Director to execute the necessary documents; and amend the FY2018/2019 budget by adopting the budget ordinance presented by staff. Mr. Ricker seconded the motion and it carried unanimously.

B. Award of Contract for Physical Security and Identity Management

Project: Shane Stockman informed the Board that the airport’s physical security systems were last updated in 2008. The five-year CIP that was approved by the Board in November of 2018 included replacement of this system. The scope of work includes the replacement of the physical access control system, security cameras, network video recorders and the addition of an identity management component to help streamline the credentialing processes for badge holders. The project was bid and two bids were received. The bid received from Convergent Technologies was deemed nonresponsive due to the absence of a bid bond and failure to make an attempt to meet the 12.2% DBE requirement for the project. The responsive low bid by Johnson Controls was submitted in the amount of \$2,605,672.28. Mr. Stockman stated that \$1,538,581 was approved by the Board for this project in FY2018 and carried over into FY2019. The project will be funded with FAA AIP funds in the amount of \$2,053,992 and the remaining amount of \$551,680 in airport funds. The following budget amendment will be required:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	\$0	\$1,067,091
Total	\$0	\$1,067,091

This will result in a net increase of \$1,067,091 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal – AIP Entitlement Funds		\$669,269
Transfer from GARAA Cash	<u>\$0</u>	<u>\$397,822</u>
Total	<u><u>\$0</u></u>	<u><u>\$1,067,091</u></u>

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

Adopted this 12th day of April, 2019.

Matthew Burrell, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Stockman also advised the Board that staff was working with Johnson Controls to value engineer some components of the project to help bring the cost of the project down. Staff received a response from Johnson Controls late the day before and the amount submitted was \$2.21 million, however staff has not yet had an opportunity to review the documents.

A brief discussion took place regarding the timing and disruption to operations for the project as well as how the terminal project would affect the new system. Mr. Stockman advised the Board that the bulk of the project is software with a large majority of the equipment going to the Public Safety building. Any cameras and card readers can be moved and will not be lost when the new terminal is built.

Mr. Moyer moved to approve the total project budget of \$2,605,672.28 for the replacement of the Security/IDMS Systems; approve the contract with Johnson Controls for the replacement of the Security/IDMS Systems; authorize the Executive Director to execute the necessary documents; and amend the FY2018/2019 Budget by adopting the budget ordinance amendment as presented by staff. Mr. Ricker seconded the motion and it carried unanimously.

C. Parking Lot Discussion: Mr. Reisman advised the Board that with the continued growth of the airport, a short-term solution to address a shortage of parking is necessary. The garage is already at 75% capacity during non-peak times and the lower parking lot has been re-opened and becomes full on peak days. Mr. Reisman spoke about the two areas across NC280, stating that if both areas were paved, an additional 400 parking spaces could be gained. Converting both areas to parking lots is anticipated to cost approximately \$1 million. Shuttle services to and from these areas would require staff to increase the parking from the \$6 a day that was charged in one of the areas while the parking garage was under construction. A brief discussion about the possibility of valet parking took place and Mr. Reisman assured the Board that staff will explore all options.

Mr. Reisman also reminded the Board that with the south apron expansion, almost two thirds of the employee parking lot will be lost. Staff is considering converting the existing cell phone lot to employee parking and relocating the cell phone lot to an existing gravel lot on Wright Brother's Way that is currently used by some general aviation tenants. Some of the trees surrounding the gravel lot would be cleared and the lot would be paved to create over 100 parking spaces. The cost for these projects would be approximately \$142,000.

Mr. Reisman further reviewed the plan to change the ground transportation lot so that all ground transportation operators, including TNC's, would utilize the lot located on the north end of the terminal building. Modifications to the ground transportation lot to accommodate the TNC operators would cost approximately \$70,000.

Mr. Reisman stated that while the numbers for all of the parking changes are very preliminary, staff believes it will be in the \$1.2 to \$1.3 million range without fees for design services. Staff anticipates these changes will provide adequate parking over the next few years while staff considers a more permanent solution. The consensus of the Board was for staff to pursue planning for additional parking and to explore both paved and gravel options as well as valet parking.

DIRECTOR'S REPORT: Mr. Reisman advised the Board that he had an additional item to include that was not on the agenda.

A. Jet Bridge 2 Update: Mr. Reisman reported that the jet bridge on gate 2 was back in service. A new rotunda was installed and procedures are in place to avoid a similar problem. Card readers will also be installed in each jet bridge so the employee will have to scan to operate the jet bridge. Spot checks are also being performed to ensure the employees using the jet bridge are trained in the proper procedures.

B. Parking Garage Award: Mr. Reisman was pleased to announce that at the annual conference for the Southeast Chapter of American Association Airport Executives,

Asheville won the 2019 Commercial Airport Project of the Year – Architectural Project for the parking garage.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The next regular meeting of the Authority Board will be held on May 10, 2019.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:53 a.m. Mr. Bailey moved to go into Closed Session Pursuant to Subsection 143-318.11 (a)(3) of the General Statutes of North Carolina to Consult with Legal Counsel Regarding, Among Other Things, That Lawsuit Entitled Kaleb A. Rice vs. Greater Asheville Regional Airport Authority and M. Kevan Smith, Individually, in Order to Preserve the Attorney-Client Privilege. Mr. Moyer seconded the motion and it carried unanimously.

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

Open Session resumed at 11:40 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY APRIL 12, 2019

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

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MARCH 8, 2019

CLOSED SESSION MINUTES: Mr. Bailey moved to approve the minutes for the March 8, 2019 Closed Session and to seal and withhold the minutes for the March 8, 2019 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Erwin seconded the motion and it carried unanimously.

TRICOR AND THALLE SETTLEMENT: Ms. Rice stated that the lawsuit with Tricor and Thalle was resolved as follows: \$120,000 was paid to Tricor with \$40,000 each from the Authority, RS&H, and Avcon; \$62,707 of Thalle's money was being held and \$49,500 was released and \$13,207 was retained; all mutual releases with no wrong doing; the voluntary dismissal has been circulated for signature and will be filed the following week. The following settlement agreement to become part of the permanent record:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (hereinafter "Agreement"), effective as of the date it is fully executed, is hereby entered into by and among Tricor Construction, Inc. (hereinafter "Tricor"), Thalle Construction Co., Inc. (hereinafter "Thalle"), Liberty Mutual Insurance Company (hereinafter "Liberty Mutual"), RS&H Architects-Engineers-Planners, Inc. (hereinafter "RS&H"), Greater Asheville Regional Airport Authority (hereinafter "the GARAA"), and Avcon, Inc. d/b/a Avcon Engineers & Planners, Inc. (hereinafter "Avcon") (hereinafter occasionally and collectively "the Parties").

WITNESSETH:

WHEREAS, the GARAA is the owner and operator of the Asheville Regional Airport (hereinafter "the Airport");

WHEREAS, in or around May of 2014, the GARAA contracted with Thalle for Thalle to serve as the General Contractor for a project known as 17-35 Temporary Runway Construction, Bid Package 1, Site Preparation and Grading (hereinafter "the Project") at the Airport;

WHEREAS, Liberty Mutual provided the payment surety bond for the Project;

WHEREAS, part of the Project was the design and construction of an MSE Retaining Wall (hereinafter "the MSE Wall");

WHEREAS, Thalle hired Tricor as a subcontractor on the Project to build the MSE Wall and Tricor did build the MSE Wall;

WHEREAS, Tricor hired Tensar International Corporation (hereinafter "Tensar") as a subcontractor on the Project to design the MSE Wall and Tensar did design the MSE Wall;

WHEREAS, RS&H provided resident project representative (RPR) and project management services to the GARAA in connection with the Project;

WHEREAS, AVCON served as the GARAA's engineer for the Project;

WHEREAS, in or around December of 2014, during construction of the MSE Wall there was a partial wall failure (hereinafter "the Partial Wall Failure");

WHEREAS, disputes, disagreements and controversies have arisen between the Parties regarding, among other things: the embedment depth of the MSE Wall, payment for the construction of the MSE Wall, expenses associated with the repair of the Partial Wall Failure, and other claims for additional payment;

WHEREAS, in or around March of 2016, Tricor filed a Complaint and initiated a lawsuit in Henderson County, North Carolina against the GARAA, RS&H, Thalle, and Liberty Mutual alleging various claims, which included, but were not limited to, negligence, breach of contract, breach of warranty, and quantum meruit;

WHEREAS, Tricor's lawsuit was subsequently transferred to Superior Court in Buncombe County, North Carolina and is now known as Buncombe County, NC Case No. 16 CVS 2629 (hereinafter "the Case");

WHEREAS, Tricor also filed supplemental claims against Thalle, Liberty Mutual, RS&H and the GARAA in May of 2017;

WHEREAS, various counterclaims and cross-claims were filed by Thalle, Liberty Mutual and the GARAA;

WHEREAS, the GARAA also brought a third-party complaint against Avcon;

WHEREAS, in connection with the Case, a mediated settlement conference was held on April 23, 2018 (hereinafter "Mediation");

WHEREAS, the Mediator did not declare an impasse at Mediation, and has continued to work with the Parties to find a resolution to the disputes, disagreements and controversies at issue; and

WHEREAS, the Parties have now agreed to compromise and settle all of their disputes, disagreements and controversies, and all claims, crossclaims and counterclaims that were raised in the Case or could have been raised in the Case by entering into this Mediated Settlement Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and releases contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto contract and agree as follows:

1. **Payments to Tricor.** The Parties hereby agree that Tricor shall recover a total of \$120,000.00 in connection with the Case, and such amount shall be paid as follows: a. \$ 40,000.00 from RS&H; b. \$40,000.00 from Avcon; and c. \$ 40,000.00 from the GARAA. Each payment shall be made within fourteen (14) days of the full execution of this Mediated Settlement Agreement. The checks shall be made payable to Tricor Construction, Inc. and shall be delivered to Tricor's attorney. The Parties acknowledge and agree that such payments are in full and final satisfaction of all claims that Tricor asserted, or that Tricor could have asserted, against any of the Parties in the Case, and that no other amounts are due to Tricor in connection with the Case or the Project.

2. **Payment to Thalle.** Thalle and the GARAA hereby agree that the GARAA shall recover a total of \$13,207.17 in connection with its crossclaim filed against Thalle in the Case. Such amount shall be retained by the GARAA from the \$62,707.17 that the GARAA withheld from final payment to Thalle. The balance of \$ 49,500.00 shall be paid by the GARAA to Thalle within fourteen (14) days of the full execution of this Mediated Settlement Agreement. The check shall be made payable to Thalle Construction Co., Inc. and shall be delivered to Thalle's attorney. The Parties acknowledge and agree that such payment is in full and final satisfaction of the claims that Thalle asserted against the GARAA, or that could have been asserted against the GARAA in the Case, and that no other amounts shall be due to Thalle in connection with the Case or the Project.

3. **Other Payments.** The Parties acknowledge and agree that in connection with the Case: Tricor and Thalle are not entitled to recover any funds other than those referenced in Paragraphs 1 and 2 above; The GARAA shall not be entitled to recover any funds (other than those being withheld, as described in Paragraph 2 above); and Liberty Mutual, RS&H, and Avcon shall not be entitled to recover any funds.

4. **No Impact on Warranty Claims.** The Parties hereby agree that nothing contained in this Agreement shall eliminate, reduce, or modify, in any way, any of the Parties' ongoing contractual obligations or other obligations and responsibilities pursuant to any warranties, expressed, implied, or otherwise for labor or materials delivered in connection with the Project or in connection with the Partial Wall Repair.

5. **Attorney's Fees & Costs.** The Parties hereby agree that each party shall be responsible for its own attorney's fees and costs associated with the Project, the Case and with the Mediation. Further, the Parties hereby agree that each party shall each be responsible for its share of the Mediator's fees associated with the Mediation and subsequent negotiations in the amounts invoiced by the Mediator, and that such amounts shall be paid directly to the Mediator.

6. **No Admission of Wrongdoing.** The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

7. **Mutual Release by All Parties.**

a. **Release of All Parties by Tricor.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 1, and conditional upon compliance with the other obligations contained in this Agreement, Tricor for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Thalle, Liberty Mutual, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

b. **Release of All Parties by Thalle and Liberty Mutual.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 2, and conditional upon compliance with the other obligations contained in this Agreement, Thalle and Liberty Mutual for themselves and their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers, and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

c. **Release of Tricor, Thalle & Liberty Mutual by RS&H.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other

obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

d. **Release of Tricor, Thalle & Liberty Mutual by Avcon.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

e. **Release of Tricor, Thalle & Liberty Mutual by the GARAA.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, of any from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

f. **Release of Avcon & the GARAA by RS&H.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Avcon and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or

4. **No Impact on Warranty Claims.** The Parties hereby agree that nothing contained in this Agreement shall eliminate, reduce, or modify, in any way, any of the Parties' ongoing contractual obligations or other obligations and responsibilities pursuant to any warranties, expressed, implied, or otherwise for labor or materials delivered in connection with the Project or in connection with the Partial Wall Repair.

5. **Attorney's Fees & Costs.** The Parties hereby agree that each party shall be responsible for its own attorney's fees and costs associated with the Project, the Case and with the Mediation. Further, the Parties hereby agree that each party shall each be responsible for its share of the Mediator's fees associated with the Mediation and subsequent negotiations in the amounts invoiced by the Mediator, and that such amounts shall be paid directly to the Mediator.

6. **No Admission of Wrongdoing.** The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

7. **Mutual Release by All Parties.**

a. **Release of All Parties by Tricor.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 1, and conditional upon compliance with the other obligations contained in this Agreement, Tricor for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Thalle, Liberty Mutual ^{Insurance} ~~Company~~, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

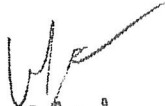
b. **Release of All Parties by Thalle and Liberty Mutual.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 2, and conditional upon compliance with the other obligations contained in this Agreement, Thalle and Liberty Mutual for themselves and their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers, and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

c. **Release of Tricor, Thalle & Liberty Mutual by RS&H.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other

obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

d. Release of Tricor, Thalle & Liberty Mutual by Avcon. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

e. Release of Tricor, Thalle & Liberty Mutual by the GARAA. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, of any from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.


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Company

f. Release of Avcon & the GARAA by RS&H. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Avcon and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or

4. **No Impact on Warranty Claims.** The Parties hereby agree that nothing contained in this Agreement shall eliminate, reduce, or modify, in any way, any of the Parties' ongoing contractual obligations or other obligations and responsibilities pursuant to any warranties, expressed, implied, or otherwise for labor or materials delivered in connection with the Project or in connection with the Partial Wall Repair.

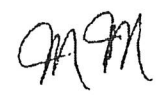
5. **Attorney's Fees & Costs.** The Parties hereby agree that each party shall be responsible for its own attorney's fees and costs associated with the Project, the Case and with the Mediation. Further, the Parties hereby agree that each party shall each be responsible for its share of the Mediator's fees associated with the Mediation and subsequent negotiations in the amounts invoiced by the Mediator, and that such amounts shall be paid directly to the Mediator.

6. **No Admission of Wrongdoing.** The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

7. **Mutual Release by All Parties.**

a. **Release of All Parties by Tricor.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 1, and conditional upon compliance with the other obligations contained in this Agreement, Tricor for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, Insurers and representatives hereby releases and forever discharges Thalle, Liberty Mutual, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, Insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

Liberty Mutual Insurance Company



b. **Release of All Parties by Thalle and Liberty Mutual.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 2, and conditional upon compliance with the other obligations contained in this Agreement, Thalle and Liberty Mutual for themselves and their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, Insurers, and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

c. **Release of Tricor, Thalle & Liberty Mutual by RS&H.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other

obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

d. Release of Tricor, Thalle & Liberty Mutual by Avcon. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

e. Release of Tricor, Thalle & Liberty Mutual by the GARAA. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, of any from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

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Insurance
Company

f. Release of Avcon & the GARAA by RS&H. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Avcon and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or

4. **No Impact on Warranty Claims.** The Parties hereby agree that nothing contained in this Agreement shall eliminate, reduce, or modify, in any way, any of the Parties' ongoing contractual obligations or other obligations and responsibilities pursuant to any warranties, expressed, implied, or otherwise for labor or materials delivered in connection with the Project or in connection with the Partial Wall Repair.

5. **Attorney's Fees & Costs.** The Parties hereby agree that each party shall be responsible for its own attorney's fees and costs associated with the Project, the Case and with the Mediation. Further, the Parties hereby agree that each party shall each be responsible for its share of the Mediator's fees associated with the Mediation and subsequent negotiations in the amounts invoiced by the Mediator, and that such amounts shall be paid directly to the Mediator.

6. **No Admission of Wrongdoing.** The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

7. **Mutual Release by All Parties.**

a. **Release of All Parties by Tricor.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 1, and conditional upon compliance with the other obligations contained in this Agreement, Tricor for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Thalle, Liberty Mutual, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

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Company,
[Signature]

b. **Release of All Parties by Thalle and Liberty Mutual.** Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 2, and conditional upon compliance with the other obligations contained in this Agreement, Thalle and Liberty Mutual for themselves and their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers, and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

c. **Release of Tricor, Thalle & Liberty Mutual by RS&H.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other

obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

d. Release of Tricor, Thalle & Liberty Mutual by Avcon. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

e. Release of Tricor, Thalle & Liberty Mutual by the GARAA. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, of any from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

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Company
[Signature]

f. Release of Avcon & the GARAA by RS&H. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Avcon and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or

4. No Impact on Warranty Claims. The Parties hereby agree that nothing contained in this Agreement shall eliminate, reduce, or modify, in any way, any of the Parties' ongoing contractual obligations or other obligations and responsibilities pursuant to any warranties, expressed, implied, or otherwise for labor or materials delivered in connection with the Project or in connection with the Partial Wall Repair.

5. Attorney's Fees & Costs. The Parties hereby agree that each party shall be responsible for its own attorney's fees and costs associated with the Project, the Case and with the Mediation. Further, the Parties hereby agree that each party shall each be responsible for its share of the Mediator's fees associated with the Mediation and subsequent negotiations in the amounts invoiced by the Mediator, and that such amounts shall be paid directly to the Mediator.

6. No Admission of Wrongdoing. The Parties agree that nothing contained in this Agreement, any document generated by the Parties in connection with this Agreement, or action taken by any party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any party, liability being expressly denied by all of the Parties.

7. Mutual Release by All Parties.

a. Release of All Parties by Tricor. Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 1, and conditional upon compliance with the other obligations contained in this Agreement, Tricor for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Thalle, Liberty Mutual, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

b. Release of All Parties by Thalle and Liberty Mutual. Except as provided elsewhere herein, upon execution of the Agreement and receipt of the funds described in Paragraph 2, and conditional upon compliance with the other obligations contained in this Agreement, Thalle and Liberty Mutual for themselves and their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, the GARAA, RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers, and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

c. Release of Tricor, Thalle & Liberty Mutual by RS&H. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other

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obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, Insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

d. Release of Tricor, Thalle & Liberty Mutual by Avcon. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

e. Release of Tricor, Thalle & Liberty Mutual by the GARAA. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, Insurers and representatives hereby releases and forever discharges Tricor, Thalle, and Liberty Mutual, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, of any from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case or that could have been asserted in the Case, or that relate in any way to funds owed in connection with the delivery of labor or materials in connection with the Project.

RS&H AEP
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f. Release of Avcon & the GARAA by RS&H. Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, RS&H for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges Avcon and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or

that relate to the MSE Retaining Wall and could have been asserted in the Case, including claims for indemnity or contribution related to the Case.

g. **Release of RS&H and the GARAA by Avcon.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, Avcon for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges RS&H and the GARAA, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or that relate to the MSE Retaining Wall and could have been asserted in the Case, including claims for indemnity or contribution related to the Case.

h. **Release of Avcon & RS&H by the GARAA.** Except as provided elsewhere herein, upon execution of the Agreement, and conditional upon compliance with the other obligations contained in this Agreement, the GARAA for itself and its respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives hereby releases and forever discharges RS&H and Avcon, and each of their respective members, managers, officers, directors, board, shareholders, partners, employees, subsidiaries, agents, predecessor corporations, affiliated corporations, attorneys, successors, assigns, insurers and representatives, from any and all claims, cross-claims, counterclaims, debts, liabilities, obligations, or other claims for relief, of whatever kind or nature, that were asserted in the Case, or that relate to the MSE Retaining Wall and could have been asserted in the Case, including claims for indemnity or contribution related to the Case.

8. **Dismissal of Civil Action and all Cross-Claims.** It is the intention of the Parties that this Agreement shall resolve all claims related to the Case.

a. **Voluntary Dismissal by Tricor and Thalle & Liberty Mutual.** Upon receipt of the payments itemized in Paragraphs 1 and 2 above, Tricor and Thalle & Liberty Mutual shall dismiss, with prejudice, all claims, supplemental claims, cross-claims and counterclaims filed in the Case and shall deliver a copy of the Notice of Voluntary Dismissal to counsel for the other Parties.

b. **Voluntary Dismissal by the GARAA.** Upon receipt of a copy of each Notice of Voluntary Dismissal filed by Tricor and by Thalle & Liberty Mutual, and the GARAA shall dismiss, with prejudice, all claims, cross-claims and counterclaims filed in the Case and shall deliver a copy of the Notice of Voluntary Dismissal to counsel for the other Parties.

9. **Further Assurances.** The Parties agree that, without any additional consideration, they shall execute such additional documents and take such additional actions as shall be reasonably necessary or appropriate to effect the consummation of the terms of this Agreement. In addition, Thalle agrees to execute such additional documents as are necessary for the GARAA to close out the Project with the Federal Aviation Administration.

10. **Terms of Agreement Negotiated.** This Agreement has been negotiated and drafted by all Parties and their counsel. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purposes of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any party.

11. **Severability.** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions or of the Agreement as a whole.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement is made without reliance upon any statement or representation of the Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. This Agreement may only be amended or modified by a written instrument signed by all Parties to this Agreement.

13. **Governing Law.** This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Authority.** Each signatory represents and warrants that he or she is the authorized representative of the party on behalf of whom he or she signs and that the execution of this Agreement has been validly authorized.

In Witness Whereof, the Parties by and through their authorized representatives have executed this Agreement as of the day and year written below.

[SIGNATURES ON THE FOLLOWING PAGES]

Tricor Construction, Inc.

By: [Signature]
Print Name: Kelly F. Check
Title: President

Date: 1-14-19

Counsel for Tricor

Elmore Goldsmith, P.A.

By: [Signature]
Print Name: Bryan Kelley

Thalle Construction Co., Inc.

By: _____
Print Name: _____
Title: _____
Date: _____

Liberty Mutual Insurance Co.

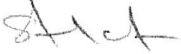
By: Maryrita Mauro
Print Name: Maryrita Mauro
Title: Attorney in fact
Date: 2/19/19

Counsel for Thalle Construction Co., Inc. & Liberty Mutual Insurance Company

Smith Terry & Johnson

By: [Signature]
Print Name: Steven L. Smith

Thalle Construction Co., Inc.

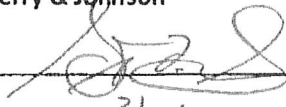
By: 
Print Name: STEPHENE. KOHLER
Title: PRESIDENT / COO
Date: JANUARY 14, 2019

Liberty Mutual Insurance Co.

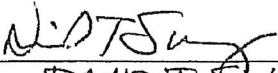
By: _____
Print Name: _____
Title: _____
Date: _____

Counsel for Thalle Construction Co., Inc. & Liberty Mutual Insurance Company


Smith Terry & Johnson

By: 
Print Name: 3/11/19

RS&H Architects-Engineers-Planners, Inc.

By: 
Print Name: DAVID T. SWEENEY
Title: CHIEF EXECUTIVE OFFICER
Date: JANUARY 14, 2019

Counsel for RS&H Architects-Engineers-Planners,
Inc.


By: Rogers Powers, P.A.
Print Name: E. Carron Lange

Avcon, Inc.
d/b/a Avcon Engineers & Planners, Inc.

By: Sandeep Singh
Print Name: SANDEEP SINGH
Title: PRESIDENT
Date: 2-5-19

Counsel for Avcon, Inc.
d/b/a Avcon Engineers & Planners, Inc.

Nelson Mullins Riley & Scarborough
By: _____
Print Name: _____

Greater Asheville Regional Airport Authority

Counsel for Greater Asheville Regional Airport Authority

By: [Signature]
Print Name: Low Brown
Title: Executive Director
Date: 1-18-19

Patla, Straus, Robinson & Moore, P.A.
By: [Signature]
Print Name: CINDY M. RILE

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by N.C.G.S. 18B-702. This the 18th day of January 2019.

[Signature]
Finance Officer
Greater Asheville Regional Airport Authority

ADJOURNMENT: Mr. Bailey moved to adjourn the meeting at 11:42 a.m. Mr. Erwin seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Matthew C. Burrell
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: May 10, 2019

ITEM DESCRIPTION – Consent Item E

Approval of Amendment to the FY18/19 Budget

BACKGROUND

During the Airport Authority Board meeting on March 8, 2019, the Board approved a contract with Thyssenkrupp for the repairs to Jet Bridge 2, in the amount of \$135,000. The work has been completed, and although we have not received the final invoice, staff does not expect the total cost to exceed \$122,500.

We recommend that the Airport Authority Board amend the FY18/19 budget as outlined below.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY18/19 budgeted revenues and expenditures by \$122,500. The net increase in Transfers from GARAA Cash is \$122,500.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to amend the FY18/19 budget by adopting the following budget ordinance amendment:

Consent – Item E



BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Emergency Repair Costs		\$122,500
Totals	<hr/> <hr/>	<hr/> <hr/> \$122,500

This will result in a net increase of \$122,500 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$122,500
Totals	<hr/> <hr/>	<hr/> <hr/> \$122,500

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

Adopted this 10th day of May, 2019.

Matthew Burril, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: May 10, 2019

ITEM DESCRIPTION – New Business Item A

Approval of Scope of Services No. 1 with Avcon Engineers and Planners, Inc.

BACKGROUND

The Authority entered into a five-year Agreement for Professional Consulting Services with Avcon Engineers and Planners, Inc. on August 13, 2018. Direction was received from the Board on April 12, 2019 to proceed with project planning, and staff undertook the steps to produce a Scope of Services and fee proposal for design and engineering services associated with the addition and/or modification of existing surface parking lots in order to meet increasing passenger parking demands.

ISSUES

None.

ALTERNATIVES

The Board could postpone action on this matter. Postponement of this need would likely result in full saturation of the airport's parking facilities this calendar year, leaving an increasing number of travelers with no options for parking on the airport.

FISCAL IMPACT

The not to exceed cost for these services is \$189,962.00 to be funded with Airport Funds.

New Business – Item A



RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Scope of Services No. 1 with Avcon Engineers and Planners, Inc. in the amount of \$189,962.00; and (2) authorize the Executive Director to execute the necessary documents; and, (3) amend the FY 2018/2019 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$189,962.00
Totals	<hr/> <hr/>	<hr/> <hr/> \$189,962.00

This will result in a net increase of \$189,962.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$189,962.00
Totals	<hr/> <hr/>	<hr/> <hr/> \$189,962.00



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

Adopted this 10th day of May, 2019.

Matthew Burrill, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Scope of Services Number **1** for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Asheville Regional Airport Authority and **AVCON Engineers & Planners, Inc.**, dated **August 13, 2018**.

Project: **Airport Parking Alteration and Expansion, Design, Bidding, And Construction Phase Services**

The Airport Parking Alteration and Expansion Project at Asheville Regional Airport (AVL) consists of alterations of four (4) separate parking areas, Lots A, B, C and D as shown on the attached Exhibit C. Each parking area will be modified to either add parking spaces or to make the parking areas function more efficiently. Overall improvements will include construction of entire parking lots with access controls, expansion and asphalt paving of existing gravel parking lots, reconfiguration of existing parking lots by constructing additional concrete curbing, and relocating existing access control equipment.

Schedule for this project is such that Final Construction Documents are to be completed by July 15, 2019. Advertisement, Bidding, and Award Completed by August 9, 2019 and Anticipated Construction Completion by November 2019.

The scope and fee for this scope of work is attached as Exhibit A and B.

Consultant Team: AVCON, Inc.

Schedule: May 10, 2019 through November 30, 2019 (estimated)

Fees: The Lump Sum (LS) Fee for this additional work is \$189,962.00.

Authority:

Greater Asheville Regional Airport Authority

By: _____
Executive Director

Date: _____

Consultant:

AVCON Engineers & Planners, Inc.

By: _____
President

Date: _____

This instrument has been pre-audited in the manner required by local government and fiscal control.

Finance Manager

Attachment: Exhibit A - Scope of Services
Exhibit B – Fee Spreadsheets
Exhibit C – Parking Lot Graphic

Greater Asheville Regional Airport Authority

EXHIBIT A for DESIGN, BIDDING, and CONSTRUCTION PHASE SERVICES

Airport Parking Alteration and Expansion

Consultant Scope of Services and Fee

Overall Project Description – Airport Parking Alteration and Expansion Project

The Airport Parking Alteration and Expansion Project at Asheville Regional Airport (AVL) consists of alterations of four (4) separate parking areas, Lots A, B, C and D as shown on the attached Exhibit C. Each parking area will be modified to either add parking spaces or to make the parking areas function more efficiently. Overall improvements will include construction of entire parking lots with access controls, expansion and asphalt paving of existing gravel parking lots, reconfiguration of existing parking lots by constructing additional concrete curbing, and relocating existing access control equipment.

Lot A is a proposed lot across NC280/Airport Road from the commercial service terminal. It will consist of approximately 400 new parking spaces. This area has been disturbed by previous projects but has been revegetated and is currently an open field. It will be paved and include curb and gutter (as needed for drainage), lighting, landscaping, fencing, access controls, signage, and a shuttle stop. Detention facilities for stormwater quality and quantity will be needed to treat and detain runoff from the increased impervious areas. Lot A is intended to only have a life span of 5 years.

Lot B is an existing gravel lot that is currently used as a commuter lot and for GA parking. This lot will be expanded to add approximately 40 more spaces to provide 100 total spaces by clearing additional area. The final lot will be paved. Detention for water quality and quantity may be necessary for increase in impervious area. Additional lighting will be installed to match the existing lighting in the parking area. This lot currently is uncontrolled and no changes to the access controls are included with this project.

Lot C is an existing paved parking area that is being used for ground transportation companies. Removal and installation of bollards (by AVL) and markings will be incorporated into this lot to provide more efficient and customer friendly use of the space.

Lot D is an existing paved parking area consisting of 209 parking spaces that is used for employee parking and a separate cell phone lot which will be combined. The lot size will ultimately be reduced to approximately 168 parking spaces (for the combined lots) due to a future ramp expansion project (by others) and the combination of the employee and cell phone lot. For Lot D, additional parking or reconfiguration of existing parking may be required. Installation of an island and turning radius evaluation for car haulers will be completed

at the entrance from Terminal Drive. Gate arm access controls will be relocated and markings will be redesigned to better control the use of this lot.

Background:

The airport continues to see passenger and aeronautic growth which is driving the need for additional parking. A new parking structure was completed in 2018, but the need for parking has already surpassed the additional spaces that the structure provided. Allegiant Airlines also continues to expand their maintenance operations at the airport which is driving demand for additional employee parking.

CONSULTANT has been asked by AVL to provide related Design, Bidding, and Construction Phase Services for the completion of the project. The services to be provided include:

1.0 Design Phase Services

Construction plans will be prepared for the bidding and construction of the parking lot alterations and expansions. Each lot, as identified above, has different elements that will be required for completion of the design phase services. This scope is for the development of one set of construction documents that incorporate the design of all four parking lots.

1.1 Preliminary Design Phase Services (30%)

- 1.1.1 Project Management and Coordination with AVL and Sub-consultants;
- 1.1.2 Data Collection and Record Documents Review;
- 1.1.3 Attend Kick-off Meeting with AVL; (held during scoping meeting)
- 1.1.4 Research Buncombe County and AVL parking requirements (geometry, dimensions, required spaces, landscaping, etc.). Determine ADA parking requirements for Lots A, B, C, and D, and how additional ADA parking can be implemented along with existing ADA parking in the short-term parking lot and parking deck.
- 1.1.5 Coordination with power and utility companies;
- 1.1.6 Topographic Survey (Performed by sub-consultant to AVCON);
- 1.1.7 Geotechnical Investigation and Pavement Design (Performed by Sub-consultant to AVCON);
- 1.1.8 Subcontractor Review and Implementation by AVCON
- 1.1.9 Prepare conceptual parking lot expansion layouts.
- 1.1.10 Prepare conceptual stormwater improvements and permitting analysis;
- 1.1.11 Meet and review concept plans with AVL and refine the parking concepts accordingly;

1.2 Final Design Phase Services (95%/100% design)

- 1.2.1 Project Management and Monthly Project Reporting;
- 1.2.2 Interim Design Meetings and Coordination. The design meetings will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.
- 1.2.3 Develop Construction Phasing Plan and Refine in Consultation with AVL;

1.2.4 Prepare Construction Drawings (95%)

1.2.4.1 Lot A

- 1.2.4.1.1 Geometry Plans
- 1.2.4.1.2 Phasing Plans
- 1.2.4.1.3 Paving and Grading Plans
- 1.2.4.1.4 Drainage and Stormwater Plans
- 1.2.4.1.5 Signing and Marking Plans (Wayfinding and street signage is excluded)
- 1.2.4.1.6 Utility Adjustment Plans
- 1.2.4.1.7 Electrical, Access Controls, and Lighting Plans
- 1.2.4.1.8 Fencing and Gate Plans
- 1.2.4.1.9 Landscaping and Irrigation Plans (AVCON Sub-consultant TBD)
- 1.2.4.1.10 Shuttle Shelter Plan and Details

1.2.4.2 Lot B

- 1.2.4.2.1 Geometry Plans
- 1.2.4.2.2 Phasing Plans
- 1.2.4.2.3 Paving and Grading Plans
- 1.2.4.2.4 Drainage and Stormwater Plans
- 1.2.4.2.5 Signing and Marking Plans
- 1.2.4.2.6 Utility Adjustment Plans
- 1.2.4.2.7 Electrical and Lighting Plans
- 1.2.4.2.8 Landscaping and Irrigation Plans (AVCON Sub-consultant TBD)

1.2.4.3 Lot C

- 1.2.4.3.1 Bollard Plans
- 1.2.4.3.2 Phasing Plans
- 1.2.4.3.3 Signing and Marking Plans

1.2.4.4 Lot D

- 1.2.4.4.1 Geometry Plans
- 1.2.4.4.2 Phasing Plans
- 1.2.4.4.3 Paving, Grading, and Drainage Plans
- 1.2.4.4.4 Signing and Marking Plans
- 1.2.4.4.5 Electrical and Access Controls Plans

1.2.4.5 General Details and Notes

- 1.2.4.5.1 Overall Project Notes
- 1.2.4.5.2 Civil and Drainage Details
- 1.2.4.5.3 Pavement Structure Details
- 1.2.4.5.4 Electrical and Access Control Details
- 1.2.4.5.5 Electrical and Lighting Details

1.2.5 Prepare Development Technical Specifications (95%) – North Carolina Department of Transportation 2012 Standard Specifications and Provisions and the Asheville Regional Airport Development Guidelines, March 9, 2018, supplemented with Electrical, Lighting, Access Controls, Landscaping, and Irrigation, as appropriate;

- 1.2.6 Prepare Engineer's Report (95%);
 - 1.2.5.1 Drainage Analysis
 - 1.2.5.2 Stormwater and Detention Analysis
 - 1.2.5.3 Pavement Design
- 1.2.6 Prepare Stormwater Management Plan documents for submittal to Buncombe County;
- 1.2.7 Prepare Quantities and Estimates of Probable Construction Costs, (Construction Document Level Estimate);
- 1.2.8 Quality Assurance Review (95%);
- 1.2.9 95% Construction Document Submittal to AVL, Review Meeting, and Reconciliation of Comments;
- 1.2.10 Finalize Construction Documents into Bid Documents (100%);
- 1.2.11 Submit to Buncombe County for Permit.

The Design Phase will be considered complete upon delivery of Bid Documents and approval of Permit Set from Buncombe County.

2.0 Bidding Phase Services

Upon authorization by AVL to proceed, CONSULTANT will support AVL in bidding of the project. It is anticipated that the project only be bid one time and that it will be awarded to the lowest responsible bidder. Since the project does not contain State or Federal money it is not anticipated that any DBE goal setting, outreach, or evaluation will be needed during the bidding process.

2.1 Assist AVL in advertising for and obtaining bids for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. Contractors will obtain Bidding Documents electronically on-line.

2.2 Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.

2.3 Attend and conduct one (1) Pre-Bid Conference at AVL to present the project to perspective bidders. Prepare conference agenda and conference notes including a list of conference attendees for circulation to all attendees. The Pre-Bid Conference will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

2.4 Attend and conduct one (1) Bid Opening at AVL and prepare Bid Tabulation. The Bid Opening meetings will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

2.5 Consult with AVL as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

2.6 Assist AVL in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the CLIENT's award of a construction contract.

3.0 Construction Phase Services

CONSULTANT will provide construction phase services for the duration of project construction. It is anticipated that all projects will be constructed in an approved phased manner, by one contractor, over a 60 calendar day period of time with 45 days for start up, punch list, and close out for a total of 105 days.

3.1 Released for Construction Documents. Upon award of the construction contract, released for construction (RFC) documents, plans, specifications, permits, and other construction documents will be developed.

3.2 Pre-Construction Conference. Prepare for and develop meeting agenda, attend and conduct a Pre-Construction Conference prior to the start of project construction, and develop meeting notes and sign in sheet for distribution.

3.3 Visits to Site and Observation of Construction. Provide on-site construction observation services during the construction phase of the project. Observations will vary depending on the type of work being performed by the contractor, the location, and the contractors' schedules. Based on the project schedule, phasing and bid alternates, it is anticipated there will be bi-weekly construction meetings and provisions for additional planned/unplanned site visits, as needed, and as outlined below:

- Four (4) bi-weekly meetings and approximately 2 additional visits

Bi-Weekly meetings include site visits, development of meeting agenda and meeting notes and sign in sheet. The bi-weekly meetings will be coordinated with other construction meetings onsite in order to better utilize time across multiple projects.

Site visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT shall keep AVL informed of the general progress of the Work.

The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by the AVL, and, in addition, by the exercise of CONSULTANT's efforts, to provide the AVL a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's

work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work. Recommend to AVL that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3.5 Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to AVL as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents following CONSULTANT's discussions with the design engineering firm of record. Field Orders authorizing variations from the requirements of the Contract Documents will be made by AVL.

3.6 Change Orders. Recommend Change Orders to AVL, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests. Require such special inspections or tests of Contractor's work as CONSULTANT deems appropriate and receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between AVL and Contractor. As necessary, render written decision on all claims of the AVL and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to the AVL or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications for Payment. Based on CONSULTANT's observations and on review of applications for payment and accompanying supporting documentation:

Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to the AVL, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is CONSULTANT's responsibility to so determine. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to AVL free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between AVL and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with AVL and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of AVL, CONSULTANT considers the Work substantially complete, CONSULTANT shall notify AVL and Contractor.

3.13 Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement and based upon information provided to CONSULTANT upon which it is entitled to rely.

3.14 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

3.15 Construction Quality Assurance (CQA) Testing Services During Construction. CONSULTANT has been tasked with providing a geotechnical and materials testing firm to provide CQA testing services for the Work at the Site on an as needed basis. AVL and CONSULTANT will mostly rely on the contractor's quality control during construction to determine compliance.

3.16 Construction Quality Assurance (CQA) Surveying. AVL and CONSULTANT have budgeted CQA survey checks during construction but will mostly rely on the contractor's surveys during construction and final survey to determine compliance.

3.17 Project Coordination. CONSULTANT will coordinate project related work and issues with the AVL as applicable.

3.18 Deliverables. CONSULTANT will provide "record" drawings of the project to AVL. Information gathered by CONSULTANT and "as constructed" information provided by the Contractor will be used for this task. CONSULTANT will provide final abbreviated engineers/construction report for the project. The report will be signed by a licensed North Carolina Professional Engineer.

Assumptions

The following assumptions have been made in the development of this Scope of Services:

- AVL will provide access to Airport property to AVCON and our subconsultants
- Topographic survey (if required) will be provided by AVL for use in the design of Lots C and D.
- No stormwater quality or quantity design will be required for Lots C and D improvements
- No water or sanitary sewer improvements will be provided for any of the lots
- AVL will assist in determining appropriate access controls equipment
- AVL to provide a copy of previous parking studies and analysis of ADA parking space allocations, if available.
- Project drawings will be prepared in AutoCAD 2018 format.

Deliverables

- 2 Sets of 11" x 17" Construction Plans for design review.
- 3 Sets of 11" x 17" Final Construction Plans
- 1 Set of 24" x 36" Final Construction Plans
- 3 Sets of Construction Specifications
- 2 Hard Copies of Engineer's Report
- PDF copy of all documents

Services Not Included In This Task Order

- Full Time RPR and inspection
- Permitting fees are to be paid by AVL
- Wayfinding signage
- Improvements to Airport Road
- Traffic signal evaluation or design
- Extension of utilities across Airport Road
- Design of retain walls or any other structures
- DBE goal setting or evaluation
- Security camera design
- Boundary surveys
- ALP or other planning document updates

Schedule

Final Construction Documents Completed by July 15, 2019. Advertisement, Bidding, and Award Completed by August 9, 2019. Anticipated Construction Completion by November 2019.

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND CPS
FOR THE
AIRPORT PARKING ALTERATION &
EXPANSION ASHEVILLE REGIONAL AIRPORT
EXHIBIT B**

AVCON Project No. 2019.0157.01

DATE: 5/7/2019

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>
TASK 1.1 <u>Preliminary Design</u>		
Direct Labor Costs	\$13,840.00	
Direct Expenses	\$460.00	
Subs	\$18,000.00	
Preliminary Design Subtotal		\$32,300.00
USE:		\$32,300.00 LS
TASK 1.2 <u>Final Design</u>		
Direct Labor Costs	\$79,166.00	
Direct Expenses	\$640.00	
Subs	\$39,160.00	
Final Design Subtotal		\$118,966.00
USE:		\$118,966.00 LS
TASK 2 <u>Bidding</u>		
Direct Labor Costs	\$6,168.00	
Direct Expenses	\$460.00	
Subs	\$2,700.00	
Bidding Subtotal		\$9,328.00
USE:		\$9,328.00 LS
TASK 3 <u>Construction Phase Services</u>		
Direct Labor Costs	\$20,658.00	
Direct Expenses	\$2,510.00	
Subs	\$6,200.00	
CPS Subtotal		\$29,368.00
USE:		\$29,368.00 LS
TOTAL		USE: \$189,962.00 LS

Scope	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Task No.	Rate (\$/Hour):	\$237		\$216		\$144		\$113		\$103		\$82		\$67				
1.1	Preliminary Design Phase Services (30%)																	
1.1.1	Project Management and Coordination with Sub-consultants		\$0	4	\$864	8	\$1,152	0	\$0		\$0		\$0	4	\$268	16	\$2,284	\$143
1.1.2	Data Collection and Record Documents Review		\$0	2	\$432	4	\$576	4	\$452		\$0		\$0		\$0	10	\$1,460	\$146
1.1.3	Attend Kick-off Meeting with AVL																	
1.1.4	Research Buncombe County and AVL parking requirements		\$0		\$0	2	\$288	8	\$904		\$0		\$0		\$0	10	\$1,192	\$119
1.1.5	Coordination with power and utility companies		\$0		\$0	2	\$288	8	\$904		\$0		\$0		\$0	10	\$1,192	\$119
1.1.6	Topographic Survey																	
1.1.6.1	Lot A		\$0		\$0	1	\$144	0	\$0		\$0	8	\$656		\$0	9	\$800	\$89
1.1.6.2	Lot B		\$0		\$0	1	\$144	0	\$0		\$0	4	\$328		\$0	5	\$472	\$94
1.1.7	Geotechnical Investigation																	
1.1.7.1	Lot A		\$0		\$0	2	\$288	4	\$452		\$0		\$0		\$0	6	\$740	\$123
1.1.7.2	Lot B		\$0		\$0	2	\$288	4	\$452		\$0		\$0		\$0	6	\$740	\$123
1.1.8	Prepare conceptual parking lot expansion layouts		\$0	2	\$432	4	\$576	0	\$0	24	\$2,472	4	\$328		\$0	34	\$3,808	\$112
1.1.9	Prepare conceptual stormwater improvements and permitting analysis (Aulick Engineering Primary)																	
1.1.9.1	Lot A		\$0		\$0	1	\$144	0	\$0		\$0		\$0		\$0	1	\$144	\$144
1.1.9.2	Lot B		\$0		\$0	1	\$144	0	\$0		\$0		\$0		\$0	1	\$144	\$144
1.1.10	Meet and review concept plans with AVL and refine the parking concepts accordingly		\$0	4	\$864	0	\$0	0	\$0		\$0		\$0		\$0	4	\$864	\$216
Subtotal Preliminary Design Phase Services Labor:		0	\$0	12	\$2,592	28	\$4,032	28	\$3,164	24	\$2,472	16	\$1,312	4	\$268	112	\$13,840	\$124
Preliminary Design Direct Expenses																		
Printing																		\$100
Mileage																		\$290
Per Diem																		\$70
Subtotal Direct Expenses:																		\$460
Preliminary Design Phase Subcontractors																		
1.1.6	Topographic Survey																	\$10,000
1.1.7	Geotechnical Investigation and Pavement Design																	\$8,000
Subtotal Preliminary Design Phase Subcontractors:																		\$18,000
Subtotal Preliminary Design Phase:																		\$32,300

Scope	Task No.	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL				
		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
	1.2	Final Design Phase Services (95%/100%)																		
	1.2.1		\$0	4	\$864	4	\$576	4	\$452	4	\$412	8	\$656	4	\$268	28	\$3,228	\$115		
	1.2.2		\$0	8	\$1,728		\$0		\$0		\$0		\$0		\$0	8	\$1,728	\$216		
	1.2.3		\$0	4	\$864	0	\$0	8	\$904		\$0	16	\$1,312		\$0	28	\$3,080	\$110		
	1.2.4																			
	1.2.4.1																			
	1.2.4.1.1		\$0	0.5	\$108	4	\$576	8	\$904	8	\$824	8	\$656		\$0	29	\$3,068	\$108		
	1.2.4.1.2		\$0	0.5	\$108	4	\$576	0	\$0	18	\$1,854		\$0		\$0	23	\$2,538	\$113		
	1.2.4.1.3		\$0	0.5	\$108	4	\$576		\$0	40	\$4,120	8	\$656		\$0	53	\$5,460	\$104		
	1.2.4.1.4		\$0	0.5	\$108	4	\$576	0	\$0	0	\$0	8	\$656		\$0	13	\$1,340	\$107		
	1.2.4.1.5		\$0	0.5	\$108	0	\$0	4	\$452	12	\$1,236		\$0		\$0	17	\$1,796	\$109		
	1.2.4.1.6		\$0	0.5	\$108	0	\$0	4	\$452		\$0	8	\$656		\$0	13	\$1,216	\$97		
	1.2.4.1.7		\$0	0.5	\$108	4	\$576		\$0		\$0	8	\$656		\$0	13	\$1,340	\$107		
	1.2.4.1.8		\$0	0.5	\$108	4	\$576		\$0		\$0	8	\$656		\$0	13	\$1,340	\$107		
	1.2.4.1.9		\$0	0.5	\$108	0	\$0	2	\$226		\$0	4	\$328		\$0	7	\$662	\$102		
	1.2.4.1.11		\$0	0.5	\$108	4	\$576		\$0	8	\$824	8	\$656		\$0	21	\$2,164	\$106		
	1.2.4.2																			
	1.2.4.2.1		\$0	0.5	\$108	0	\$0	2	\$226		\$0	8	\$656		\$0	11	\$990	\$94		
	1.2.4.2.2		\$0	0.5	\$108	2	\$288		\$0		\$0	8	\$656		\$0	11	\$1,052	\$100		
	1.2.4.2.3		\$0	0.5	\$108		\$0	4	\$452	16	\$1,648		\$0		\$0	21	\$2,208	\$108		
	1.2.4.2.4		\$0	0.5	\$108	1	\$144		\$0		\$0	4	\$328		\$0	6	\$580	\$105		
	1.2.4.2.5		\$0	0.5	\$108		\$0	2	\$226	8	\$824		\$0		\$0	11	\$1,158	\$110		
	1.2.4.2.6		\$0	0.5	\$108		\$0	4	\$452		\$0	8	\$656		\$0	13	\$1,216	\$97		
	1.2.4.2.7		\$0	0.5	\$108	4	\$576		\$0	8	\$824		\$0		\$0	13	\$1,508	\$121		
	1.2.4.2.8		\$0	0.5	\$108	0	\$0	2	\$226		\$0	2	\$164		\$0	5	\$498	\$111		
	1.2.4.3																			
	1.2.4.3.1		\$0	0.5	\$108	0	\$0	2	\$226		\$0	4	\$328		\$0	7	\$662	\$102		
	1.2.4.3.2		\$0	0.5	\$108	2	\$288		\$0		\$0	8	\$656		\$0	11	\$1,052	\$100		
	1.2.4.3.3		\$0	0.5	\$108		\$0	2	\$226	4	\$412	4	\$328		\$0	11	\$1,074	\$102		
	1.2.4.4																			
	1.2.4.4.1		\$0	0.5	\$108	0	\$0	2	\$226		\$0	4	\$328		\$0	7	\$662	\$102		
	1.2.4.4.2		\$0	0.5	\$108	2	\$288		\$0		\$0	4	\$328		\$0	7	\$724	\$111		
	1.2.4.4.3		\$0	0.5	\$108	4	\$576		\$0		\$0	8	\$656		\$0	13	\$1,340	\$107		
	1.2.4.4.4		\$0	0.5	\$108		\$0	2	\$226		\$0	4	\$328		\$0	7	\$662	\$102		
	1.2.4.4.5		\$0	0.5	\$108	2	\$288		\$0		\$0	4	\$328		\$0	7	\$724	\$111		
	1.2.4.5																			
	1.2.4.5.1		\$0	0.5	\$108	2	\$288		\$0		\$0	8	\$656		\$0	11	\$1,052	\$100		
	1.2.4.5.2		\$0	0.5	\$108	2	\$288		\$0	8	\$824	8	\$656		\$0	19	\$1,876	\$101		
	1.2.4.5.3		\$0	0.5	\$108	2	\$288		\$0	4	\$412	4	\$328		\$0	11	\$1,136	\$108		
	1.2.4.5.4		\$0	0.5	\$108	2	\$288		\$0	8	\$824	8	\$656		\$0	19	\$1,876	\$101		
	1.2.4.5.5		\$0	0.5	\$108	2	\$288		\$0	8	\$824	8	\$656		\$0	19	\$1,876	\$101		
	1.2.5		\$0	2	\$432	8	\$1,152	16	\$1,808		\$0		\$0	4	\$268	30	\$3,660	\$122		
	1.2.6		\$0	2	\$432	4	\$576	16	\$1,808		\$0		\$0	4	\$268	26	\$3,084	\$119		
	1.2.6.1		\$0	4	\$864	4	\$576		\$0		\$0		\$0		\$0	8	\$1,440	\$180		
	1.2.6.2		\$0	4	\$864	4	\$576		\$0		\$0		\$0		\$0	8	\$1,440	\$180		
	1.2.6.3		\$0	4	\$864	4	\$576		\$0		\$0		\$0		\$0	8	\$1,440	\$180		
	1.2.7		\$0	2	\$432		\$0		\$0		\$0		\$0		\$0	2	\$432	\$216		
	1.2.8		\$0	2	\$432	4	\$576	8	\$904	8	\$824	8	\$656		\$0	30	\$3,392	\$113		
	1.2.9		\$0	4	\$864	12	\$1,728		\$0		\$0		\$0		\$0	16	\$2,592	\$162		
	1.2.10		\$0	2	\$432	8	\$1,152	8	\$904	16	\$1,648	16	\$1,312		\$0	50	\$5,448	\$109		
	1.2.11		\$0	4	\$864	4	\$576		\$0	8	\$824	8	\$656		\$0	24	\$2,920	\$122		
	1.2.12		\$0	2	\$432		\$0		\$0		\$0		\$0		\$0	2	\$432	\$216		
		Subtotal Design Phase Services Labor:		0	\$0	64	\$13,716	111	\$15,984	100	\$11,300	186	\$19,158	222	\$18,204	12	\$804	695	\$79,166	\$114
		Final Design Phase Direct Expenses																		
																		\$100		
																		\$435		
																		\$105		

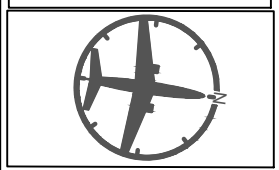
	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	\$237		\$216		\$144		\$113		\$103		\$82		\$67		labor hours	Cost	Avg. Hourly Rate
Scope	Rate (\$/Hour):															labor hours	Cost	Rate
Task No.		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
<i>Subtotal Final Design Phase Direct Expenses:</i>																\$640		
Final Design Phase Subcontractors																		
Stormwater/Detention Design - Lot A - Aulick Engineering																\$25,760		
Stormwater/Detention Design - Lot B - Aulick Engineering																\$3,400		
Landscaping - TBD																\$10,000		
<i>Subtotal Final Design Phase Subcontractors:</i>																\$39,160		
Subtotal Final Design Phase:																\$118,966		

Scope	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	\$237		\$216		\$144		\$113		\$103		\$82		\$67		labor hours	Cost	Avg. Hourly Rate
Task No.	Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
BIDDING PHASE SERVICES																		
2.1	Assist AVL in advertising for and obtaining bids		\$0	4	\$864		\$0		\$0		\$0		\$0	4	\$268	8	\$1,132	\$142
2.2	Issue addenda		\$0	2	\$432		\$0	4	\$452		\$0	8	\$656		\$0	14	\$1,540	\$110
2.3	Attend and Conduct Pre-bid Conference		\$0	4	\$864		\$0		\$0		\$0		\$0		\$0	4	\$864	\$216
2.4	Attend and Conduct Bid Opening		\$0	4	\$864		\$0		\$0		\$0		\$0		\$0	4	\$864	\$216
2.5	Acceptability of Contractors and their Sub-contractors		\$0	2	\$432		\$0	4	\$452		\$0		\$0		\$0	6	\$884	\$147
2.6	Bid Evaluation		\$0	2	\$432		\$0	4	\$452		\$0		\$0		\$0	6	\$884	\$147
Subtotal Bidding Phase Services Labor:		0	\$0	18	\$3,888	0	\$0	12	\$1,356	0	\$0	8	\$656	4	\$268	42	\$6,168	\$147
Bidding Phase Direct Expenses																		
Printing																		\$100
Mileage																		\$290
Per Diem																		\$70
Subtotal Bidding Phase Direct Expenses:																		\$460
Bidding Phase Subcontractors																		
Stormwater/Detention Bidding - Aulick Engineering																		\$2,700
Subtotal Bidding Phase Subcontractors:																		\$2,700
Subtotal Bidding Phase:																		\$9,328



Asheville Regional Airport

Remote Parking Alternatives



4/10/2019
EXHIBIT C



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: May 10, 2019

ITEM DESCRIPTION – New Business Item B

Approval of Scope of Services No. 21 with Avcon Engineers and Planners, Inc.

BACKGROUND

The Authority entered into an Agreement for Professional Consulting Services with Avcon Engineers and Planners, Inc. on August 26, 2008. The scope of services included design and engineering services associated with the Airport Re-development Project presently underway. Supplemental Agreement No. 1 to this Agreement was approved and executed on April 26, 2013, and Supplemental Agreement No. 2 was approved on June 8, 2018, which extended the term of the contract through the end of the re-development project. Expenses associated with Scope of Services No. 21 are the direct result of continued delays in completion of the BP-4 project. Additional work to be performed by Avcon is primarily construction administration services in support of the continuation of the project.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The Not to Exceed fee for this work is \$99,271.00.00. These additional expenditures will be considered as negotiations continue for completion of the work with the surety company.

New Business – Item B



RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Scope of Services No. 21 with Avcon Engineers and Planners, Inc.; and (2) to authorize the Executive Director to sign the necessary documents; and (3) to amend the FY2018/2019 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$99,271
Totals	<u>\$0</u>	<u>\$99,271</u>

This will result in a net increase of \$99,271.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$99,271
Totals	<u>\$0</u>	<u>\$99,271</u>

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

Adopted this 10th day of May, 2019.

 Matthew Burrill, Chair

Attested by:

 Ellen Heywood, Clerk to the Board

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Scope of Services Number **21** for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Asheville Regional Airport Authority and **AVCON Engineers & Planners, Inc.**, dated **August 26, 2008**, and by Supplemental Agreement NO.1 dated **April 26, 2013**.

Project: **Airfield Re-Development Program**

The Airfield Re-Development Project at Asheville Regional Airport (AVL) consists of three (3) major components, namely the design and construction of a new parallel taxiway / alternate runway (including site work, paving, lighting, NAVAIDS, and the conversion back to a parallel taxiway following its use as a temporary runway), the design for a shift and reconstruction of Runway 16-34 (including site work, paving, lighting, and NAVAIDS), and the overall resident construction management including full-time inspection, construction administration and QA material testing during construction of all work.

BP4, the element of the overall Airfield Re-Development Project that remains to be completed, includes, in general, the paving and lighting of the new permanent runway, related NAVAIDS, and the temporary runway to parallel taxiway conversion project. In late 2017 BP4 construction was stopped and was restarted during the first half of 2018. AVCON provided additional Construction Administrative Services at the request of AVL for this additional time. Due to ongoing delays in construction, it is anticipated that the project may not be completed until mid 2020.

AVCON has been asked by AVL to continue providing related Construction Administrative Services for the remainder of construction and acceptance of the BP4 project.

The scope and fee for this additional construction administrative services effort is attached as Exhibit A.

Consultant Team: AVCON, Inc.

Original Schedule: October 10, 2014 through June 30, 2018 (estimated)

Original Project Budget: \$64,000,000 (estimated for entire Airfield Re-Development Program)

Fees: The Lump Sum (LS) Fee for this additional work is \$99,271.00.

Authority:

Greater Asheville Regional Airport Authority

By: _____
Executive Director

Date: _____

Consultant:

AVCON Engineers & Planners, Inc.

By: _____
President

Date: _____

This instrument has been pre-audited in the manner required by local government and fiscal control.

Finance Manager

Attachment: Exhibit A - Scope of Services and Fee

Scope Task No.	POSITION AVCON, INC. Rate (\$/Hour): Construction period = assume another 12 months beginning June 1, 2019	Principal		Sr. PROJECT MANAGER		PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		DESIGN ENGINEER / PLANNER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
		\$230		\$210		\$155		\$140		\$110		\$95		\$100		\$80		\$65		labor hours	Cost	Avg. Hourly Rate
		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
1	Site Visits (say 1 per month beginning June 1, 2019)		\$0	72	\$15,120		\$0	0	\$0	36	\$3,960		\$0		\$0		\$0		\$0	108	\$19,080	\$177
2	Weekly Construction Meetings and/or Call-ins (1 in person/3 on call each month for 12 months beginning June 1, 2019)		\$0	84	\$17,640		\$0	0	\$0	42	\$4,620		\$0		\$0		\$0		\$0	126	\$22,260	\$177
3	Recommendations with Respect to Defective Work		\$0	8	\$1,680		\$0	0	\$0	0	\$0		\$0		\$0		\$0		\$0	8	\$1,680	\$210
4	Clarifications and Interpretations		\$0	24	\$5,040		\$0	48	\$6,720	48	\$5,280		\$0		\$0	16	\$1,280		\$0	136	\$18,320	\$135
5	Requests for Information (RFIs)		\$0	0	\$0		\$0	24	\$3,360	16	\$1,760		\$0	16	\$1,600		\$0		\$0	56	\$6,720	\$120
6	Shop Drawings and Samples		\$0	0	\$0		\$0	8	\$1,120	0	\$0		\$0		\$0		\$0		\$0	8	\$1,120	\$140
7	Substitutes and "On-Equus"		\$0	8	\$1,680		\$0	0	\$0	16	\$1,760		\$0		\$0		\$0		\$0	24	\$3,440	\$143
8	Change Orders		\$0	4	\$840		\$0	8	\$1,120	8	\$880		\$0		\$0		\$0		\$0	20	\$2,840	\$142
9	Inspections and Tests		\$0	8	\$1,680		\$0	0	\$0	0	\$0		\$0		\$0		\$0		\$0	8	\$1,680	\$210
10	Disagreements between AVL and Contractor		\$0	8	\$1,680		\$0	8	\$1,120	0	\$0		\$0		\$0		\$0		\$0	16	\$2,800	\$175
11	Substantial Completion (1 visit)		\$0	8	\$1,680		\$0	4	\$560	0	\$0		\$0		\$0		\$0		\$0	12	\$2,240	\$187
12	Final Notice of Acceptability of the Work		\$0	8	\$1,680		\$0	4	\$560	0	\$0		\$0		\$0		\$0		\$0	12	\$2,240	\$187
13	Record Plans		\$0	4	\$840		\$0	8	\$1,120	20	\$2,200		\$0	20	\$2,000	20	\$1,600		\$0	72	\$7,760	\$108
	Direct Reimbursable Expenses (from Add'l BP4 Direct Exp)																					\$4,171
	TOTAL LUMP SUM FEE:	0	\$0	240	\$50,400	0	\$0	108	\$15,120	210	\$23,100	0	\$0	36	\$3,600	36	\$2,880	0	\$0	630	\$99,271	\$158

Re-Bid Phase and Construction Administration Services Scope Items - Paving and Lighting Package (Beginning June 1, 2019)

PROJECT DIRECT COSTS

TRIPS/TRAVEL (round trip: Huntersville Office - Asheville Regional Airport; 240 miles/trip avg.)

PER DIEM

LODGING

PRINTING/REPRODUCTIONS/GRAPHICS

POSTAGE/OVERNIGHT DELIVERIES

	UNIT	QUANTITY	UNIT COST	TOTAL
Trips		24	\$139.20	\$3,341
Each		24	\$20.00	\$480
Each		0	\$100.00	\$0
LS		1	\$300.00	\$300
LS		1	\$50.00	\$50
SUBTOTAL DIRECT COSTS				\$4,171

Greater Asheville Regional Airport Authority

EXHIBIT A

for

BP4 CONTINUATION AND TIME EXTENSION

Airfield Re-Development Project Parallel Taxiway – Alternate Runway

Consultant Scope of Services and Fee

Overall Project Description - Airfield Re-Development Project

The Airfield Re-Development Project at Asheville Regional Airport (AVL) consists of three (3) major components, namely the design and construction of a new parallel taxiway / alternate runway (including site work, paving, lighting, NAVAIDS, and the conversion back to a parallel taxiway following its use as a temporary runway), the design for a shift and reconstruction of Runway 16-34 (including site work, paving, lighting, and NAVAIDS), and the overall resident construction management including full-time inspection, construction administration and QA material testing during construction of all work.

BP4, the element of the overall Airfield Re-Development Project that remains to be completed, includes, in general, the paving and lighting of the new permanent runway, related NAVAIDS, and the conversion project.

Background:

BP4, the element of the overall Airfield Re-Development Project that remains to be completed, includes, in general, the paving and lighting of the new permanent runway, related NAVAIDS, and the temporary runway to parallel taxiway conversion project. In late 2017 BP4 construction was stopped and was restarted during the first half of 2018. AVCON provided additional Construction Administrative Services at the request of AVL for this additional time. Due to ongoing delays in construction, it is anticipated that the project may not be completed until mid 2020.

AVCON has been asked by AVL to continue providing related Construction Administrative Services for the remainder of construction and acceptance of the BP4 project. The services to be provided include:

Services for BP4 Continuation and Time Extension Project

The continuation of Construction Administrative Phase Services will be handled by AVL's consultant for program/construction management (RS&H). AVCON's role in the continuation of BP4 is to provide the technical support to the program/construction manager regarding the re-packaging the plans, specifications, and construction documents, considering work previously completed by the original BP4 contractor, as well as the initial replacement contractor, and as managed and directed by program/construction manager and AVL for use in re-bidding or having the remaining work reassigned by the Surety, or for use by the Surety in ensuring completion of

the project. AVCON's BP4 continuation of Construction Administrative Phase Services includes the following:

1. Continue support and assistance to AVL and program/construction manager during the ongoing construction phase for the BP4.

The BP4 continuation of Construction Administrative Phase Services will be considered complete upon the overall completion of the project, as determined by AVL and program/construction manager

Construction Administration Services for BP4 Continuation and Time Extension Project

In general, the lead for Construction Administration Phase Services will be handled by AVL's consultant for program/construction management. Construction Administration Phase Services Scope Items by AVCON for the BP4 Continuation and Time Extension Project include, but may not necessarily be limited to, the following:

1. Site Visits: At the request of AVL, make visits to the site at intervals of approximately 2 times monthly, or as directed by AVL in order to observe the progress of the work. Such visits and observations by AVCON are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on AVCON's exercise of professional judgment. Based on information obtained during such visits and such observations, AVCON, in cooperation with the program/construction manager and AVL, will determine if Contractor's work is generally proceeding in accordance with the Contract Documents. AVCON shall keep AVL and program/construction manager informed of the general progress of the Work as observed during those site visits.

The purpose of AVCON's visits to the site will be to enable AVCON to better carry out the duties and responsibilities assigned to AVCON during the construction phase by AVL, and, in addition, by the exercise of AVCON's efforts, to provide AVL a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. AVCON shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall AVCON have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, AVCON neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2. Recommendations with Respect to Defective Work: Recommend to AVL and program/construction manager that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, AVCON believes that such work will not produce a completed project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents.
3. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract Documents to AVL and program/construction manager as requested and appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by AVL and program/construction manager.
4. Requests for Information (RFIs): AVCON will support and assist AVL and program/construction manager by addressing contractor RFIs (through the program/construction manager) and the interpretation and clarification of details, specifications or notes on the construction drawings that may be needed to allow contractor to continue to progress the work; provide further clarification of the intentions of the plans, details and specifications.
5. Shop Drawings and Samples: AVCON will support and assist AVL and program/construction manager with the review, approval or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
6. Substitutes and "or-equal": AVCON will support and assist AVL and program/construction manager in the evaluation and determination of the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. Per FAA Advisory Circular 150/5370-10F, Standards for Specifying Construction of Airports, GP 60-03 Certification of Compliance, "When it is necessary to specify a material or assembly by "brand name or equal," the technical requirements (performance, testing, quality, or dimensions) must be accurately described in enough detail to ensure a suitable product while not restricting competition unduly."
7. Change Orders: AVCON, when requested, will support and assist AVL and program/construction manager with the review, evaluation and recommendations of change orders submitted by the Contractor.

8. Inspections and Tests: AVCON will support and assist AVL and program/construction manager with the review of field test/inspection reports conducted by others as related to the Contract Documents. AVCON's review of such field test/inspection reports will be for the purpose of determining that the results indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. AVCON shall be entitled to rely on the results of such tests and the facts being submitted.
9. Disagreements between AVL and Contractor: AVCON will support and assist AVL and program/construction manager as necessary, to help them render written decision on all claims of AVL and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In assistance with rendering such decisions, AVCON shall be fair and not show partiality to AVL or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
10. Substantial Completion: AVCON will support and assist AVL and program/construction manager after notice from Contractor that Contractor considers the entire work ready for its intended use; in company with AVL, program/construction manager and Contractor, conduct a site visit to determine if the work is substantially complete.
11. Final Notice of Acceptability of the Work: AVCON will support and assist AVL and program/construction manager with a final site visit to determine if the completed work of Contractor is generally in accordance with the Contract Documents and the final punch list, thereby allowing AVL and program/construction manager to process final payment to Contractor.
12. Record Plans: AVCON will support and assist AVL and program/construction manager by preparing and submitting record plan drawings of the construction project using 'red line markups' of the plans provided by the contractor, through the program/construction manager. It is the contractor's responsibility to maintain current documentation of field changes and use that information in his 'red line markups'.

Assumptions

The following assumptions have been made in the development of this Scope of Services:

- AVL and program/construction manager will be responsible for all resident inspection and quality assurance testing of materials during construction of all construction packages.
- At the request of AVL, it is the intent of AVCON to attend all weekly construction meetings in person at AVL **or** by phone. It is anticipated that AVCON will attend approximately 25% of the construction meetings in person at AVL.
- At the request of AVL, it is the intent of AVCON to conduct, on average, 2 site visits per month for the duration of construction. These site visits may or may not coincide with

weekly construction meetings, with the site visits scheduled and tied to actual construction activities.

- Project drawings will be prepared in AutoCAD 2012 format.

Deliverables

Per Original Agreement.

Services Not Included In This Task Order

Per Original Agreement.

Schedule

It is understood that beginning June 1, 2019 the approximate contract time remaining to complete BP4 is approximately 12 months (365 consecutive calendar days) from Notice to Proceed. This contract amendment will supplement, as required, the scope and remaining fee of the original construction administration task of the original agreement, and the scope and remaining fee of Scope of Services Number 19 for Additional Construction Administrative Services.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Deputy Executive Director, Development and Operations

DATE: May 10, 2019

ITEM DESCRIPTION – New Business Item C

Approval of Scope of Services No. 16 and 17 with RS&H

BACKGROUND

Through the appropriate FAA and Authority process, RS&H was selected to conduct program management services throughout the course of the Airfield Re-development Project. Fees associated with each phase of program management and resident project representation were separately negotiated and approved by the FAA and the Airport Board. On December 12, 2014, the Board approved Scope of Services No. 14 at a cost not-to-exceed \$2,399,826.00, which covered Bid Packages (BP) 3 and 4. BP3 was a single phase of the project, while BP 4 was broken into two phases, known as BP4, Volumes 2 and 3. Fees associated with BP3 were fully expended as part of that portion of the overall project. The remaining funds were associated with BP4, Volumes 2 and 3.

As a result of on-going issues in completion of the project, Bid Package 4, Volume 2 funds were substantially exhausted, and on March 9, 2018, the Board approved Scope of Services No. 15, in the amount of \$1,469,611.00 for RS&H to extend their services for BP4, Volume 2 work (defined below) through the project's completion. As a result of continuing issues in completion of the project through 2018, the additional amounts included in Scope of Services No. 15 for BP4, Volume 2 work are now also almost exhausted, and additional fees must be approved in order for RS&H to continue providing the necessary functions. Based on the complexities of accurately tracking the continuance of these expenses, and to assure ease in accounting, it was determined that the remaining work for BP4 Volumes 2 and 3 should be split into separate scopes as presented herein.



Scope of Services No. 16 provides funding approval for the continuation of consulting services through the completion of BP4, Volume 2 work, which is primarily construction of the runway, connector taxiways, and their associated electrical systems.

Scope of Services No. 17 provides funding approval for consulting services associated with BP4, Volume 3 work, which is primarily the conversion of the temporary runway to a permanent taxiway, and permanent runway navigational completion and associated work. Scope of Services 14 (from December, 2014) included approximately \$400,000 in fees directly attributable to BP4, Volume 3 work. None of the fees for BP4, Volume 3 work have yet been expended from Scope of Services 14, and these fees have been carried over to Scope of Services 17. These fees will therefore not be expended from Scope of Services 14, reducing the final cost of that agreement by the same amount. It is noted that the cost for BP4, Volume 3 work in Scope of Services 17 is substantially higher than what is being carried over from Scope 14, due to a number of factors, including adjusted hourly fees, higher cost of sub-consultants, and largely, the current plan for completion which moves certain work tasks originally planned to be completed in BP4, Volume 2 to Volume 3 instead, which will require additional consultant oversight for a longer period of time during the Volume 3 work.

Fees for continuation of services will be billed at approved rates (with allowable annual adjustments).

ISSUES

None.

ALTERNATIVES

None. The Authority must have project engineering representation to see the project through to completion.

FISCAL IMPACT

The not-to-exceed cost for Scope of Services No. 16 is \$1,460,329.00. The not-to-exceed cost for Scope of Services No. 17 is \$1,487,205.00. The total is \$2,947,534.00 for both scopes.

All expenses associated with this action are considered damages and are/will be considered in any agreement with the surety for the project's completion.



RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Scope of Services Nos. 16 and 17 with RS&H in the combined total amount of \$2,947,534.00; and (2) authorize the Executive Director to execute the necessary documents; and (3) amend the FY2018/2019 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$2,947,534
Totals	<hr/> <hr/>	<hr/> <hr/> \$2,947,534

This will result in a net increase of \$2,947,534.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$2,947,534
Totals	<hr/> <hr/>	<hr/> <hr/> \$2,947,534

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

Adopted this 10th day of May, 2019.

Matthew Burrill, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Consultant Scope of Services
Airfield Re-Development Program
Program Management Services – Phase 4
Runway Design & Construction

Scope of services Number 16 for Professional Consulting Services, as referenced in the Professional Consulting Services Agreement between the Greater Asheville Regional Airport Authority and RS&H Architects-Engineers-Planners, Inc., dated September 2, 2008 and amended by Supplemental Agreement No. 1, dated December 19, 2012.

Project: Airfield Re-Development Program

Scope of Services: Provide additional Phase 4 Program Management services for the completion of the reconstruction of Runway 17-35. Scope of Services No. 16 is limited to the additional effort specifically anticipated for the additional construction time. This scope of work provides program management to the projected project completion for Volume 2.

Consultant Team: RS&H

Schedule: See Attachment "A" – Project Work Scope

Fees: Cost-Plus-a-Fixed-Fee (NTE) Amount of \$1,460,329 (See Attachment "B")

Authority:

Greater Asheville Regional Airport Authority

Consultant:

RS&H Architects-Planners-Engineers Inc.

By: Lew Bleiweis, A.A.E.
Title: Executive Director

By: Rodney Bishop Jr., PE
Title: Vice President

Attested By:

Attested By:

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

Director of Finance and Administration



PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES - WORK ORDER NO. 16/VOLUME 2

	PROJECT OFFICER	SENIOR MANAGER	PROGRAM MANAGER	SENIOR ENGINEER	JUNIOR ENGINEER	SENIOR RPR	CONST INSPECTOR	ADMIN ASSISTANT		YEAR 6	TOTAL	
Year 6 Total Burdened Hourly Rate	\$274.04	\$237.51	\$175.39	\$157.12	\$135.20	\$154.31	\$135.20	\$73.07				
PHASE 3 - RUNWAY RECONSTRUCTION (NTE)												
1.4. Construction Phase Services												
1.4.1 Resident Project Representation and Inspection												
1.4.1.1 Volume 2 (Daytime RPR: 12 hrs/day, 6 days/week) - 2/11/2019 thru 10/10/2019 - 242 Cal. Days							2489	40	2529	\$ 339,436	\$ 339,436	
1.4.1.2 Volume 2 (Night-time RPR - Winter: 12-hrs/night, 5 nights/week) - 2/11/2019 thru 3/1/2019 - 19 Cal. Days							163	40	203	\$ 24,960	\$ 24,960	
1.4.1.3 Volume 2 (Night-time RPR - Summer/Fall: 12-hrs/night, 6 nights/week) - 3/1/2019 thru 10/10/2019 - 224 Cal. Days							2304	40	2344	\$ 314,424	\$ 314,424	
1.4.1.4 Volume 2 (Additional Daytime RPR: 12-hrs/day, 4 days/week) - 7/5/2019 thru 10/10/2019 - 98 Cal. Days							672		672	\$ 90,854	\$ 90,854	
1.4.2 Owner's Representative												
1.4.2.1 Volume 2 (Program Manager/Senior Manager 16hrs/40weeks)	20		620						640	\$ 114,223	\$ 114,223	
1.4.3 Phasing and Logistics Coordination												
1.4.3.1 Volume 2												
1.4.4 Construction Progress Meetings												
1.4.4.1 Volume 2 (Program Manager 2-hr/week, 40 weeks)			80						80	\$ 14,031	\$ 14,031	
1.4.5 Progress Reporting												
1.4.5.1 Volume 2 (Program Manager 1-hr/week, 40 weeks)			40						40	\$ 7,016	\$ 7,016	
1.4.6 Corrective Action Review and Recommendations												
1.4.6.1 Volume 2 (Program Manager 2-hr/week, 40 weeks)		5	75						80	\$ 14,342	\$ 14,342	
TOTAL HOURS	20	10	855				5628	120	6,633			
										TOTAL BURDENED LABOR (Re-bid)	\$ 927,488	\$ 927,488
										TOTAL BURDENED LABOR	\$ 927,488	\$ 927,488
OTHER DIRECT NON-SALARY COSTS												
REPRODUCTION												
			# PAGES	# SETS	COST/PAGE							
			Drawings	500	2	\$1.00				\$1,000		
			Reports/Specifications	1500	2	\$0.10				\$300		
			TOTAL REPRODUCTION							\$1,300	\$ 1,300	
POSTAGE/DELIVERY												
				# PKGS	COST/PKG							
				24	\$15.00					\$360		
			TOTAL POSTAGE/DELIVERY							\$360	\$ 360	
SPECIALTY SUBCONSULTANTS												
			Construction Materials Testing	S&M Estimate						\$399,975	\$399,975	
			Survey verification	Woolpert						\$10,000	\$10,000	
			TOTAL SPECIALTY SUBCONSULTANTS							\$409,975	\$409,975	
RPR EXPENSES												
			Lodging (Apartment)	9	Months @	\$1,800.00				\$16,200		
			Food Per Diem	242	Days @	\$54.00				\$13,068		
			Vehicle Lease	9	Months @	\$530.00				\$4,770		
			Maintenance & Fuel	9	Months @	\$400.00				\$3,600		
			TOTAL RPR EXPENSES							\$37,638	\$37,638	
TRAVEL (CM)												
			Airfare	8	Trips @	\$500.00				\$4,000		
			Car Rental	8	Trips @	\$85.00				\$680		
			Gas	8	Trips @	\$45.00				\$360		
			Lodging	8	Trips @	\$150.00				\$1,200		
			Food Per Diem	16	Days @	\$30.00				\$480		
			TOTAL TRAVEL							\$6,720	\$6,720	
RPR EXPENSES (ADDITIONAL)												
			Lodging (Construction Inspector 1)	206	Days @	\$150.00				\$30,900		
			Lodging (Construction Inspector 2)	56	Days @	\$150.00				\$8,400		
			Food Per Diem(Const Inspector 1)	206	Days @	\$54.00				\$11,124		
			Food Per Diem(Const Inspector 2)	56	Days @	\$54.00				\$3,024		
			Appia Construction Management Software License	1	Years @	\$1,800.00				\$1,800		
			Vehicle Monthly Rental (2nd Vehicle)	34	Weeks @	\$400.00				\$13,600		
			Fuel (2nd Vehicle)	10	Months @	\$300.00				\$3,000		
			Airfare (Senior RPR)	10	Trips @	\$500.00				\$5,000		
			TOTAL RPR EXPENSES							\$76,848	\$76,848	
										TOTAL OTHER DIRECT COSTS's	\$455,993	\$ 455,993
										TOTAL OTHER DIRECT COSTS's(Additional Time overall budget)	\$76,848	\$ 76,848
TOTAL OTHER DIRECT COSTS's										\$ 532,841	\$ 532,841	
Total Proposed Fee for:										1.4. Construction Phase Services	\$ 1,460,329	\$ 1,460,329

**Consultant Scope of Services
Airfield Re-Development Program
Program Management Services – Phase 4
Runway Design & Construction**

Scope of services Number 17 for Professional Consulting Services, as referenced in the Professional Consulting Services Agreement between the Greater Asheville Regional Airport Authority and RS&H Architects-Engineers-Planners, Inc., dated September 2, 2008 and amended by Supplemental Agreement No. 1, dated December 19, 2012.

Project: Airfield Re-Development Program

Scope of Services: Upon completion of Volume 2 (RS&H Scope of Work No. 16), Volume 3 will commence. Volume 3 consists of the completion of BP-4 (conversion of the temporary runway to Taxiway B). At this time, RS&H is anticipating the construction schedule to complete Volume 3 will remain at 194 calendar days as per the Travelers notice-to-proceed. This scope of work provides program management to the projected project completion for Volume 3.

Consultant Team: RS&H

Schedule: See Attachment "A" – Project Work Scope

Fees: Cost-Plus-a-Fixed-Fee (NTE) Amount of \$1,487,205 (See Attachment "B")

Authority:

Greater Asheville Regional Airport Authority

Consultant:

RS&H Architects-Planners-Engineers Inc.

By: Lew Bleiweis, A.A.E.

Title: Executive Director

By: Rodney Bishop Jr., PE

Title: Vice President

Attested By:

Attested By:

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

Director of Finance and Administration



ASHEVILLE REGIONAL AIRPORT
AIRFIELD RE-DEVELOPMENT PROJECT

ATTACHMENT "B"

PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES - WORK ORDER NO. 17 / VOLUME 3

	PROJECT OFFICER	SENIOR MANAGER	PROGRAM MANAGER	SENIOR ENGINEER	JUNIOR ENGINEER	SENIOR RPR	CONST INSPECTOR	ADMIN ASSISTANT		YEAR 7	TOTAL
Year 7 Total Burdened Hourly Rate	\$280.89	\$243.44	\$179.78	\$161.04	\$138.58	\$158.17	\$138.58	\$74.90			
PHASE 3 - RUNWAY RECONSTRUCTION (NTE)											
1.4. Construction Phase Services											
1.4.1 Resident Project Representation and Inspection											
1.4.1.1 Volume 3 (Daytime RPR 12-hrs/day, 6 days/week) - 10/10/2019 thru 8/20/2020 - 316 Cal. Days							3250	40	3290	\$ 453,381	\$ 453,381
1.4.1.2 Volume 3 (Night-time RPR - Fall: 12-hrs/night, 6 nights/week) - 10/10/2019 thru 11/15/2019 - 37 Cal. Days							381	40	421	\$ 55,795	\$ 55,795
1.4.1.3 Volume 3 (Night-time RPR - Winter: 12 hrs/night, 5 nights/week) - 11/15/2019 thru 3/1/2020 - 108 Cal. Days							926		926	\$ 128,325	
1.4.1.4 Volume 3 (Night-time RPR - Spring/Summer: 12 hrs/night, 6 nights/week) - 3/1/2020 thru 8/20/2020 - 173 Cal. Days							1779		1779	\$ 246,534	
1.4.2 Owner's Representative											
1.4.2.1 Volume 3 (Program Manager/Senior Manager 16hrs/45weeks)	20		700						720	\$ 131,464	\$ 131,464
1.4.3 Phasing and Logistics Coordination											
1.4.3.1 Volume 3		5	40						45	\$ 8,408	\$ 8,408
1.4.4 Construction Progress Meetings											
1.4.4.1 Volume 3 (Program Manager 2-hr/week, 45 weeks)		4	86						90	\$ 16,435	\$ 16,435
1.4.5 Progress Reporting											
1.4.5.1 Volume 3 (Program Manager 1-hr/week, 45 weeks)			45						45	\$ 8,090	\$ 8,090
1.4.6 Corrective Action Review and Recommendations											
1.4.6.1 Volume 3 (Program Manager 2-hr/week, 45 weeks)		4	86						90	\$ 16,435	\$ 16,435
TOTAL HOURS	20	13	957				6336	80	7,406		
										TOTAL BURDENED LABOR	\$ 1,064,867
										TOTAL BURDENED LABOR	\$ 1,064,867
OTHER DIRECT NON-SALARY COSTS											
REPRODUCTION											
			# PAGES	# SETS	COST/PAGE						
			Drawings	500	2	\$1.00				\$1,000	
			Reports/Specifications	1500	2	\$0.10				\$300	
			TOTAL REPRODUCTION							\$1,300	\$ 1,300
POSTAGE/DELIVERY											
				# PKGS	COST/PKG						
			TOTAL POSTAGE/DELIVERY	24	\$15.00					\$360	
										\$360	\$ 360
SPECIALTY SUBCONSULTANTS											
			Construction Materials Testing	S&M Estimate						\$285,180	\$ 285,180
			Survey verification	Woolpert						\$2,500	\$ 2,500
			TOTAL SPECIALTY SUBCONSULTANTS							\$287,680	\$ 287,680
RPR EXPENSES											
			Lodging (Apartment)	11	Months @	\$1,800.00				\$19,800	
			Food Per Diem	316	Days @	\$54.00				\$17,064	
			Vehicle Lease	11	Months @	\$530.00				\$5,830	
			Maintenance & Fuel	11	Months @	\$400.00				\$4,400	
			TOTAL RPR EXPENSES							\$47,094	\$ 47,094
TRAVEL (CM)											
			Airfare	7	Trips @	\$500.00				\$3,500	
			Car Rental	7	Trips @	\$85.00				\$595	
			Gas	7	Trips @	\$45.00				\$315	
			Lodging	7	Trips @	\$150.00				\$1,050	
			Food Per Diem	14	Days @	\$30.00				\$420	
			TOTAL TRAVEL							\$5,880	\$ 5,880
RPR EXPENSES (ADDITIONAL)											
			Lodging (Construction Inspector 1)	256	Days @	\$150.00				\$38,400	
			Food Per Diem(Const Inspector 1)	256	Days @	\$54.00				\$13,824	
			Appia Construction Management Software License	1	Year @	\$1,800.00				\$1,800	
			Vehicle Monthly Rental (2nd Vehicle)	45	Weeks @	\$400.00				\$18,000	
			Fuel (2nd Vehicle)	10	Months @	\$300.00				\$3,000	
			Airfare (Senior RPR)	10	Trips @	\$500.00				\$5,000	
			TOTAL RPR EXPENSES							\$80,024	\$ 80,024
										TOTAL OTHER DIRECT COSTS's	\$342,314
										TOTAL OTHER DIRECT COSTS's(Additional Time overall budget)	\$ 80,024
										TOTAL OTHER DIRECT COSTS's	\$ 422,338
Total Proposed Fee for:										1.4. Construction Phase Services	\$ 1,487,205



MEMORANDUM

TO: Members of the Airport Authority

FROM: John G. Coon, A.A.E.
Director of Operations and Maintenance

DATE: May 10, 2019

ITEM DESCRIPTION – New Business Item D

Approve Purchase of 2 Shuttle Buses for Parking Operations

BACKGROUND

At the April 12, 2019 Greater Asheville Regional Airport Authority meeting, staff was directed to proceed with surface lot parking options which likely would require shuttling passengers. LAZ Parking, parking operations contractor, would operate the buses for those passengers who park in the remote lots. The shuttle buses must be handicap accessible and able to accommodate luggage. Preliminary costs to purchase a 14-passenger bus with handicap accessibility and luggage racks is approximately \$75,000.00. Bus cost without luggage racks is approximately \$62,000.00. It is anticipated that the Authority would purchase 1 bus with handicap accessibility and 1 without. Seating configurations of less than 15 seats are being considered to avoid the requirement of a CDL to drive the buses. Previous shuttle operations included leasing such vehicles at a cost of approximately \$45,000.00 per year. It is anticipated the shuttle operations will be necessary for a period of time where purchasing the buses would be less expensive than leasing.

ISSUES

None.

ALTERNATIVES

Lease buses at an overall higher cost versus purchasing such buses.



FISCAL IMPACT

The total expense of \$150,000.00 will be funded from the Equipment and Small Capital Outlay account.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) authorize the purchase of 2 shuttle buses for the amount not to exceed \$150,000.00; and (2) authorize the Executive Director to execute the necessary documents; and (3) amend the FY2018/2019 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Equipment and Small Capital Outlay		\$150,000.00
Total		<u>\$150,000.00</u>

This will result in a net increase of \$150,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$150,000.00
Totals		<u>\$150,000.00</u>



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

Adopted this 10th day of May 2019.

Matthew Burrill, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., Executive Director
DATE: May 10, 2019

ITEM DESCRIPTION – Information Section Item A

March, 2019 Traffic Report – Asheville Regional Airport

SUMMARY

March, 2019 overall passenger traffic numbers were up 59.1% compared to the same period last year. Passenger traffic numbers reflect a 59.0% increase in passenger enplanements from March, 2018. Enplanements for Fiscal Year to Date total 478,762 which is a 24.7% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in March 2019 were up by 99.2%. There were no flight cancellations for the month.

American Airlines: American's March 2019 passenger enplanements represent a 38.0% increase over the same period last year. There were no flight cancellations for the month.

Delta Airlines: Delta's March 2019 enplanements decreased by 4.7% compared to March 2018. There were no flight cancellations for the month.

United Airlines: In March 2019, United Airlines saw an increase in enplanements by 43.1% over the same period last year. There were no flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

March 2019



Category	Mar 2019	Mar 2018	Percentage Change	*CYTD-2019	*CYTD-2018	Percentage Change	*MOV12-2019	*MOV12-2018	Percentage Change
Passenger Traffic									
Enplaned	60,805	38,233	59.0%	150,282	103,109	45.8%	615,349	497,758	23.6%
Deplaned	<u>60,996</u>	<u>38,332</u>	59.1%	<u>146,289</u>	<u>101,147</u>	44.6%	<u>611,534</u>	<u>496,735</u>	23.1%
Total	121,801	76,565	59.1%	296,571	204,256	45.2%	1,226,883	994,493	23.4%
Aircraft Operations									
Airlines	1,025	615	66.7%	2,474	1,740	42.2%	9,964	7,871	26.6%
Commuter/ Air Taxi	<u>740</u>	<u>589</u>	25.6%	1,931	1,634	18.2%	10,437	11,017	-5.3%
Subtotal	<u>1,765</u>	<u>1,204</u>	46.6%	<u>4,405</u>	<u>3,374</u>	30.6%	<u>20,401</u>	<u>18,888</u>	8.0%
General Aviation	3,620	3,007	20.4%	9,230	8,148	13.3%	39,813	41,980	-5.2%
Military	<u>224</u>	<u>264</u>	-15.2%	<u>558</u>	<u>629</u>	-11.3%	<u>3,126</u>	<u>4,513</u>	-30.7%
Subtotal	<u>3,844</u>	<u>3,271</u>	17.5%	<u>9,788</u>	<u>8,777</u>	11.5%	<u>42,939</u>	<u>46,493</u>	-7.6%
Total	5,609	4,475	25.3%	14,193	12,151	16.8%	63,340	65,381	-3.1%
Fuel Gallons									
100LL	16,715	16,566	0.9%	32,074	33,617	-4.6%	161,904	163,189	-0.8%
Jet A (GA)	81,404	81,547	-0.2%	170,510	215,178	-20.8%	1,413,279	1,465,326	-3.6%
Subtotal	<u>98,119</u>	<u>98,113</u>	0.0%	<u>202,584</u>	<u>248,795</u>	-18.6%	<u>1,575,183</u>	<u>1,628,515</u>	-3.3%
Jet A (A/L)	<u>461,809</u>	<u>289,278</u>	59.6%	<u>1,173,089</u>	<u>844,977</u>	38.8%	<u>4,686,061</u>	<u>3,796,400</u>	23.4%
Total	559,928	387,391	44.5%	1,375,673	1,093,772	25.8%	6,261,244	5,424,915	15.4%

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

Tuesday, April 23, 2019

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

March 2019



	Mar 2019	Mar 2018	Percentage Change	*CYTD-2019	*CYTD-2018	Percentage Change
Allegiant Air						
Enplanements	26,741	13,426	99.2%	62,683	35,414	77.0%
Seats	35,523	15,897	123.5%	85,929	44,217	94.3%
Load Factor	75.3%	84.5%	-10.9%	72.9%	80.1%	-8.9%
American Airlines						
Enplanements	11,879	8,605	38.0%	31,474	23,598	33.4%
Seats	14,157	10,689	32.4%	38,227	29,890	27.9%
Load Factor	83.9%	80.5%	4.2%	82.3%	78.9%	4.3%
Delta Air Lines						
Enplanements	11,730	12,313	-4.7%	31,382	31,418	-0.1%
Seats	13,777	14,473	-4.8%	36,682	36,609	0.2%
Load Factor	85.1%	85.1%	0.1%	85.6%	85.8%	-0.3%
Spirit Airlines						
Enplanements	4,888	0	#Div/0!	12,685	0	#Div/0!
Seats	8,918	0	#Div/0!	22,750	0	#Div/0!
Load Factor	54.8%	#Num!	#Type!	55.8%	#Num!	#Type!
United Airlines						
Enplanements	5,567	3,889	43.1%	12,058	12,679	-4.9%
Seats	7,350	4,850	51.5%	16,402	17,257	-5.0%
Load Factor	75.7%	80.2%	-5.5%	73.5%	73.5%	0.1%
Totals						
Enplanements	60,805	38,233	59.0%	150,282	103,109	45.8%
Seats	79,725	45,909	73.7%	199,990	127,973	56.3%
Load Factor	76.3%	83.3%	-8.4%	75.1%	80.6%	-6.7%

Tuesday, April 23, 2019

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

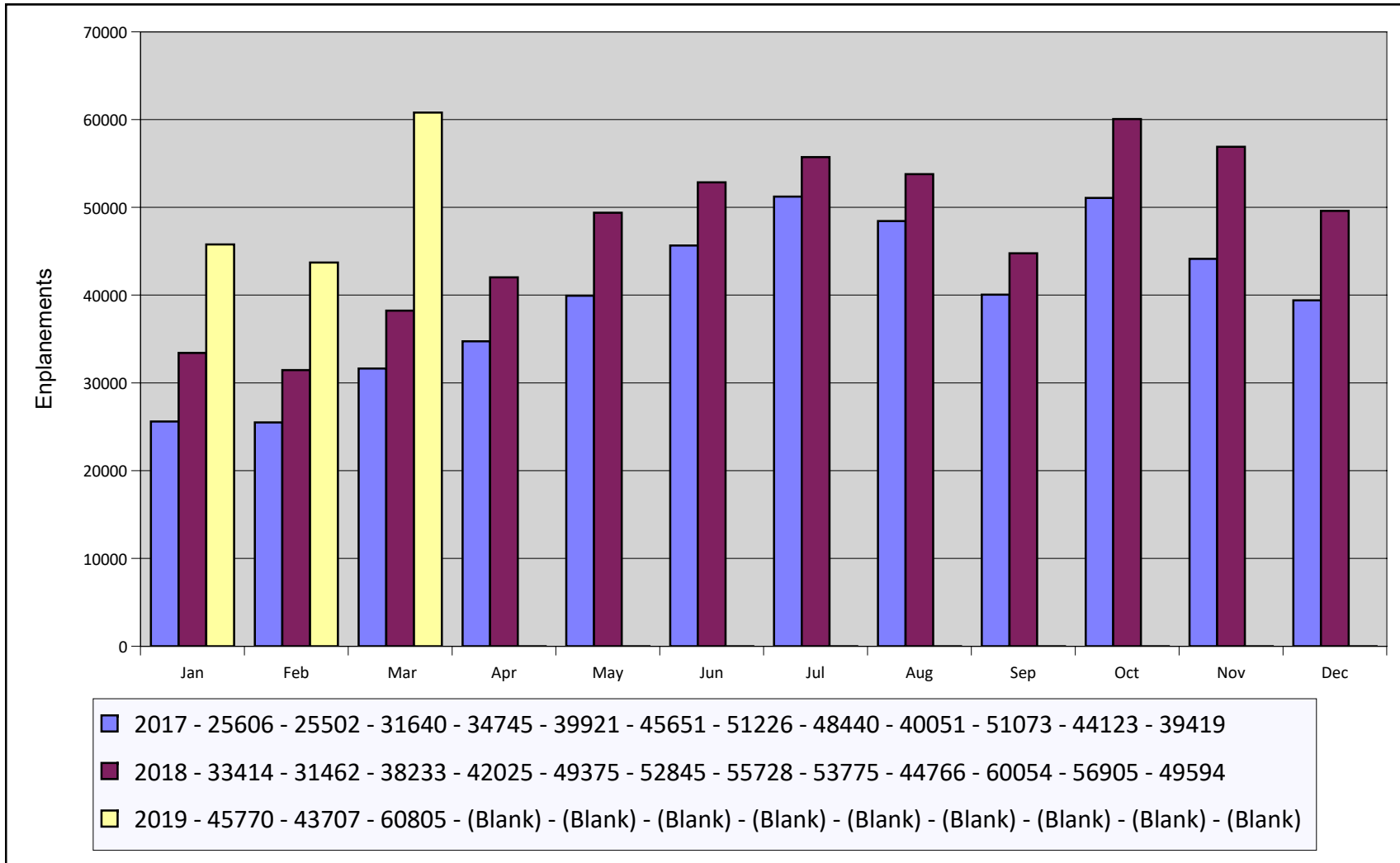
Airline Flight Completions Asheville Regional Airport

March 2019

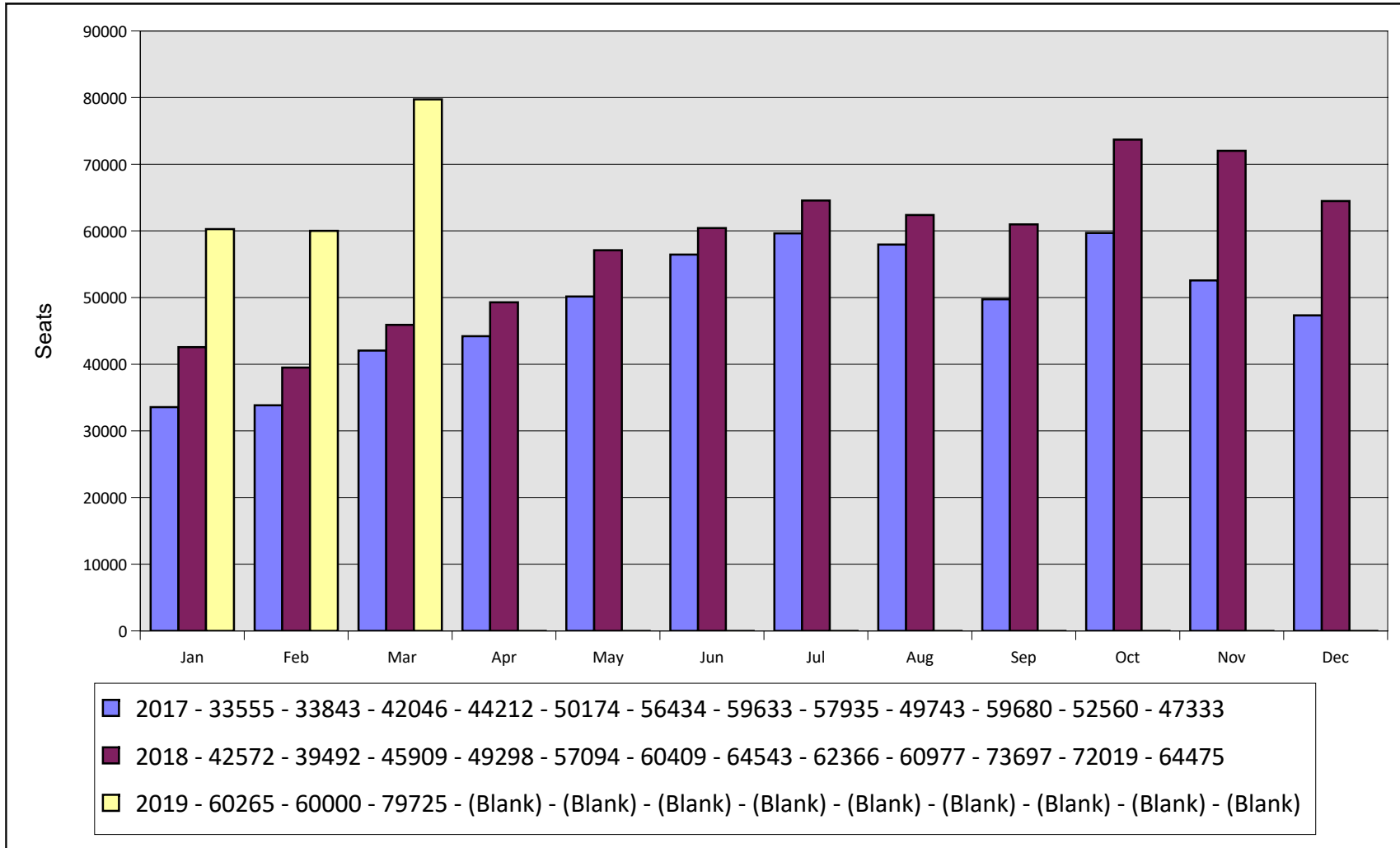


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed Flights
			Mechanical	Weather	Other		
Allegiant Air	202	0	0	0	0	0	100.0%
American Airlines	210	0	0	0	0	0	100.0%
Delta Air Lines	208	0	0	0	0	0	100.0%
Spirit Airlines	49	0	0	0	0	0	100.0%
United Airlines	145	0	0	0	0	0	100.0%
Total	814	0	0	0	0	0	100.0%

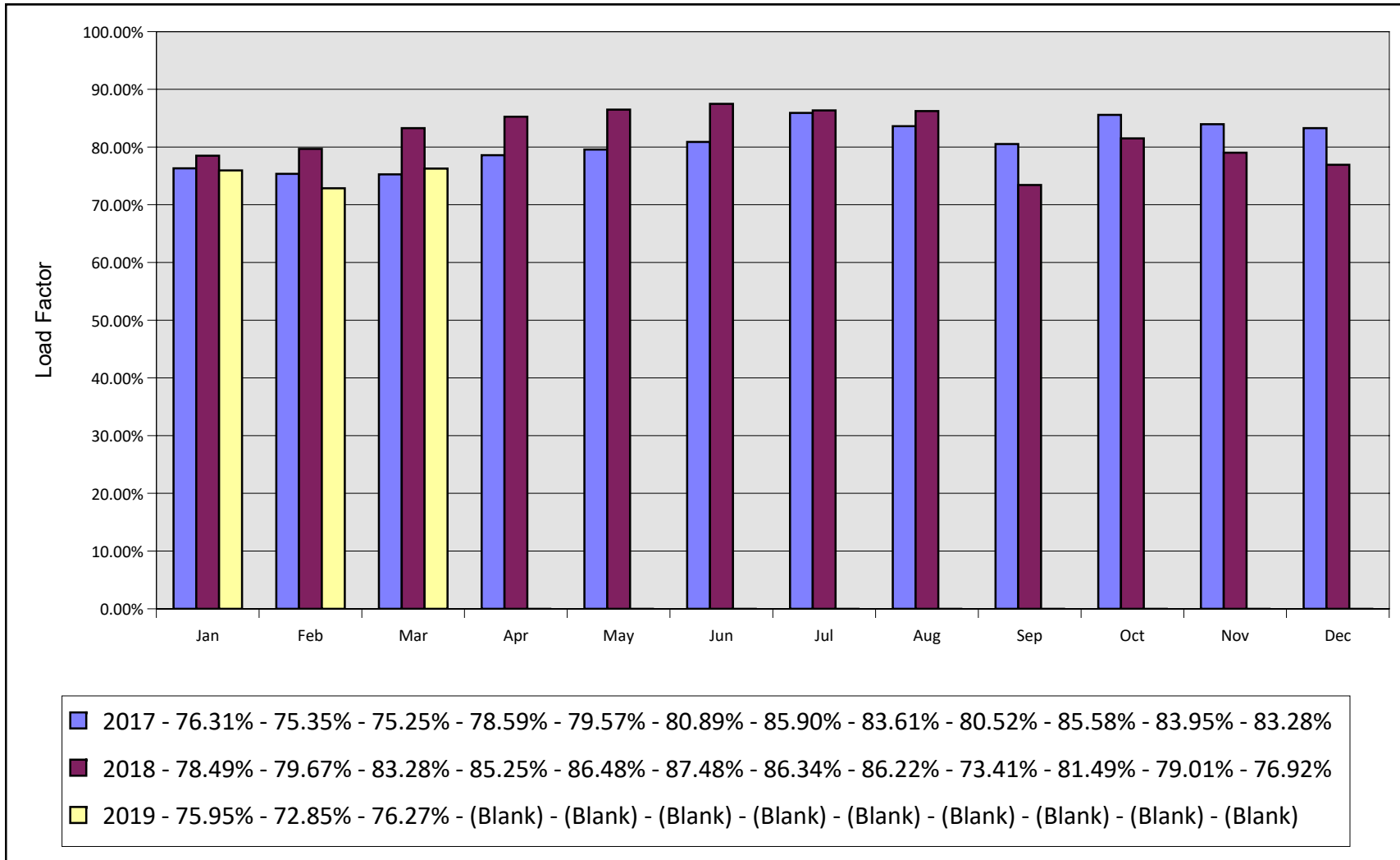
Monthly Enplanements By Year Asheville Regional Airport



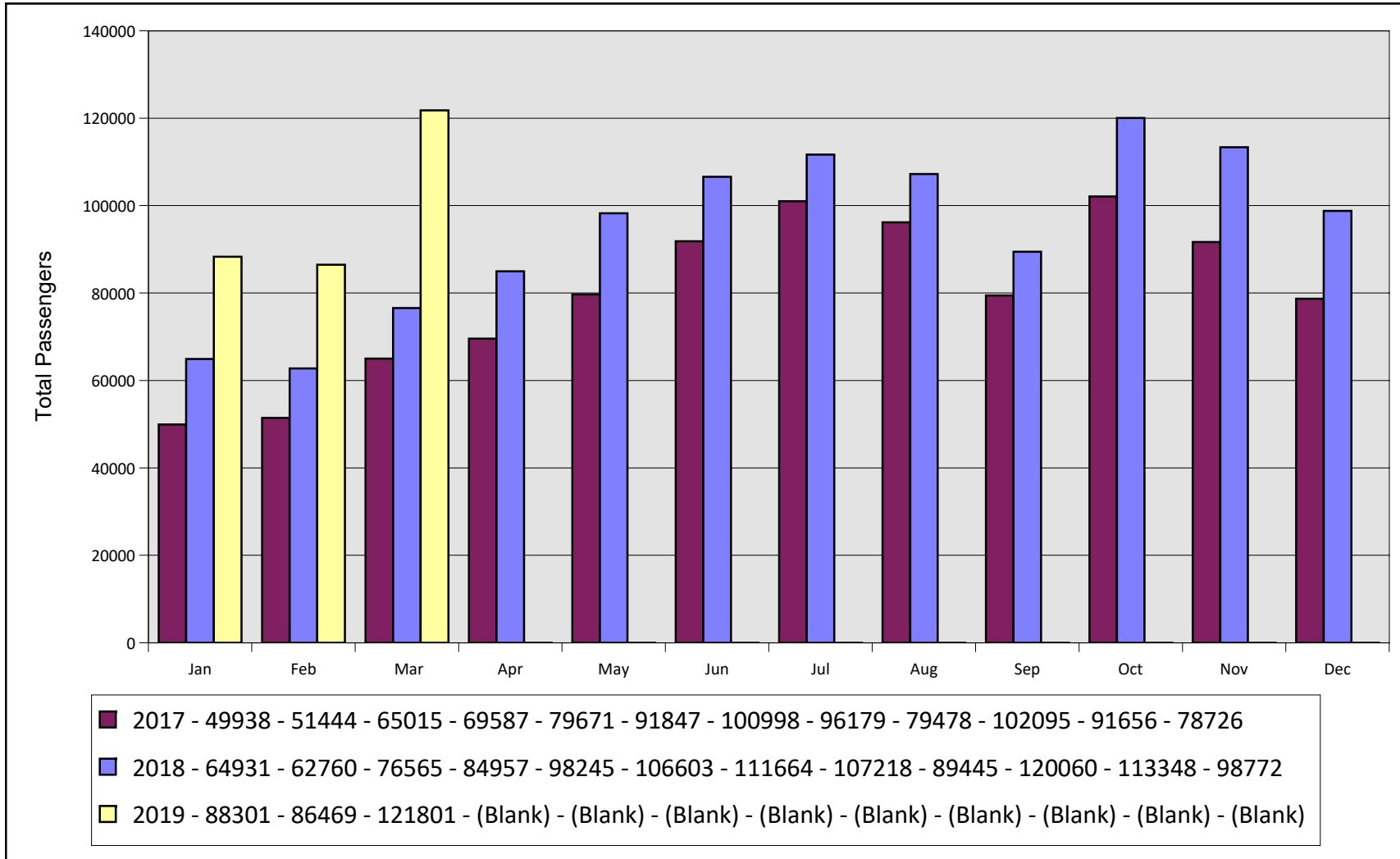
Monthly Seats By Year Asheville Regional Airport



Monthly Load Factors By Year Asheville Regional Airport

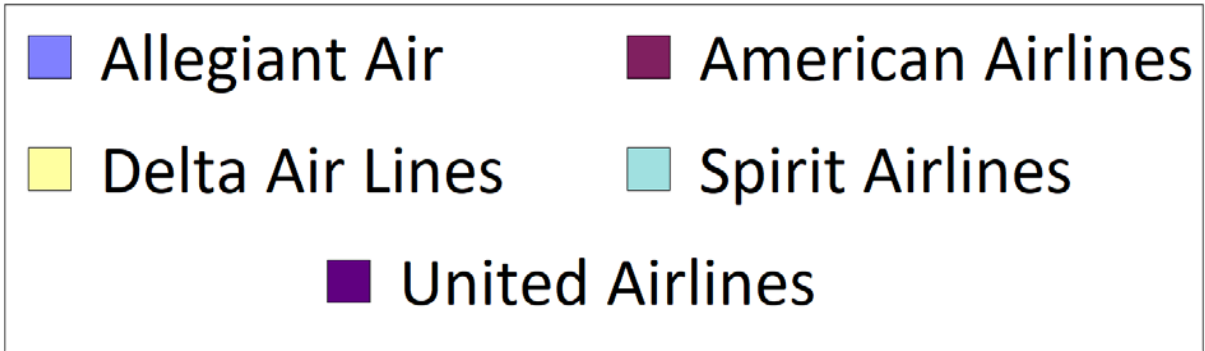
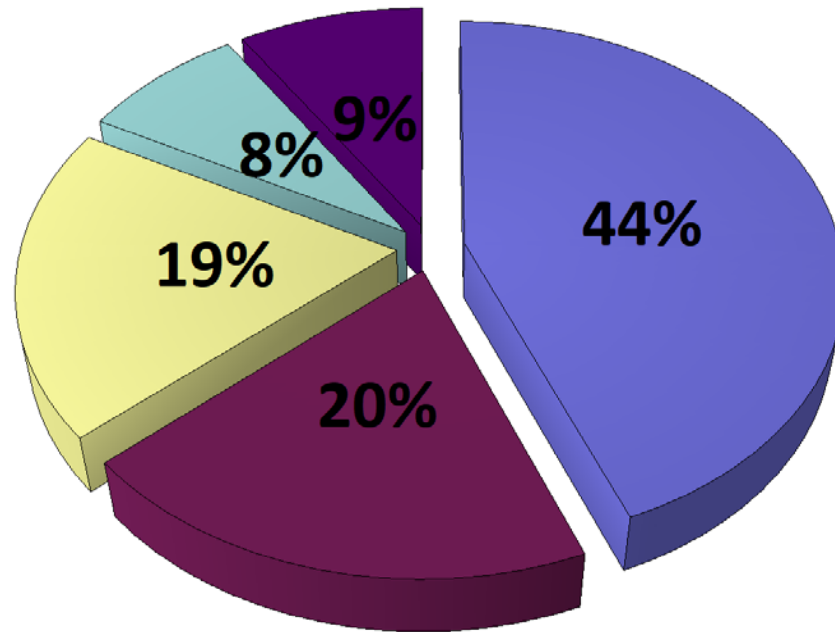


Total Monthly Passengers By Year Asheville Regional Airport



Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From March 2019 Through March 2019



June 2019 vs. June 2018											
Mkt AI	Travel Period			Jun 2019		Jun 2018		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
7Q	AVL	VRB	2	100	2	94	0	6	0.0%	6.4%	
7Q	VRB	AVL	2	100	2	94	0	6	0.0%	6.4%	
AA	AVL	CLT	55	3,586	48	2,933	7	653	14.6%	22.3%	
AA	CLT	AVL	55	3,586	48	2,933	7	653	14.6%	22.3%	
AA	AVL	DFW	7	532	1	65	6	467	600.0%	718.5%	
AA	DFW	AVL	7	532	1	65	6	467	600.0%	718.5%	
AA	AVL	LGA	2	152	0	0	2	152			
AA	LGA	AVL	2	152	0	0	2	152			
AA	AVL	PHL	7	350	0	0	7	350			
AA	PHL	AVL	7	350	0	0	7	350			
DL	ATL	AVL	55	3,838	54	3,503	1	335	1.9%	9.6%	
DL	AVL	ATL	55	3,872	54	3,503	1	369	1.9%	10.5%	
DL	AVL	DTW	1	50	0	0	1	50	-	-	
DL	DTW	AVL	1	50	0	0	1	50	-	-	
DL	AVL	LGA	1	76	1	50	0	26	0.0%	52.0%	
DL	LGA	AVL	1	76	1	50	0	26	0.0%	52.0%	
G4	AVL	BWI	2	354	2	354	0	0	0.0%	0.0%	
G4	BWI	AVL	2	354	2	354	0	0	0.0%	0.0%	
G4	AVL	DEN	3	531	2	354	1	177	50.0%	50.0%	
G4	DEN	AVL	3	531	2	354	1	177	50.0%	50.0%	
G4	AVL	EWR	5	885	4	708	1	177	25.0%	25.0%	
G4	EWR	AVL	5	885	4	708	1	177	25.0%	25.0%	
G4	AVL	FLL	16	2,832	9	1,593	7	1,239	77.8%	77.8%	
G4	FLL	AVL	16	2,832	9	1,593	7	1,239	77.8%	77.8%	
G4	AVL	PGD	4	708	3	531	1	177	33.3%	33.3%	
G4	PGD	AVL	4	708	3	531	1	177	33.3%	33.3%	
G4	AVL	PIE	11	1,905	7	1,218	4	687	57.1%	56.4%	
G4	PIE	AVL	11	1,905	7	1,218	4	687	57.1%	56.4%	
G4	AVL	SFB	9	1,488	5	885	4	603	80.0%	68.1%	
G4	SFB	AVL	9	1,488	5	885	4	603	80.0%	68.1%	
G4	AVL	SRQ	2	354	0	0	2	354			
G4	SRQ	AVL	2	354	0	0	2	354			
NK	AVL	FLL	4	580	0	0	4	580			
NK	FLL	AVL	4	580	0	0	4	580			
NK	AVL	MCO	4	580	0	0	4	580			
NK	MCO	AVL	4	580	0	0	4	580			
NK	AVL	TPA	3	435	0	0	3	435			
NK	TPA	AVL	3	435	0	0	3	435			
UA	AVL	EWR	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	EWR	AVL	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	AVL	IAD	16	800	0	0	16	800			
UA	IAD	AVL	16	800	0	0	16	800			
UA	AVL	ORD	28	1,400	28	1,400	0	0	0.0%	0.0%	
UA	ORD	AVL	28	1,400	28	1,400	0	0	0.0%	0.0%	
Total			490	43,906	348	29,376	142	14,530	40.8%	49.5%	

July 2019 vs. July 2018											
Mkt AI	Travel Period			Jul-19		Jul-18		Diff		Percent Diff	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
7Q	AVL	VRB	2	100	2	94	0	6	0.0%	6.4%	
7Q	VRB	AVL	2	100	2	94	0	6	0.0%	6.4%	
AA	AVL	CLT	49	3,155	48	2,933	1	222	2.1%	7.6%	
AA	CLT	AVL	49	3,155	48	2,933	1	222	2.1%	7.6%	
AA	AVL	DFW	7	532	1	65	6	467	600.0%	718.5%	
AA	DFW	AVL	7	532	1	65	6	467	600.0%	718.5%	
AA	AVL	LGA	2	152	0	0	2	152			
AA	LGA	AVL	2	152	0	0	2	152			
AA	AVL	PHL	7	350	0	0	7	350			
AA	PHL	AVL	7	350	0	0	7	350			
DL	ATL	AVL	55	3,838	54	3,556	1	282	1.9%	7.9%	
DL	AVL	ATL	55	3,872	54	3,556	1	316	1.9%	8.9%	
DL	AVL	DTW	1	50	0	0	1	50	-	-	
DL	DTW	AVL	1	50	0	0	1	50	-	-	
DL	AVL	LGA	1	76	1	50	0	26	0.0%	52.0%	
DL	LGA	AVL	1	76	1	50	0	26	0.0%	52.0%	
G4	AVL	BWI	2	354	2	354	0	0	0.0%	0.0%	
G4	BWI	AVL	2	354	2	354	0	0	0.0%	0.0%	
G4	AVL	DEN	4	708	2	354	2	354	100.0%	100.0%	
G4	DEN	AVL	4	708	2	354	2	354	100.0%	100.0%	
G4	AVL	EWR	5	885	4	708	1	177	25.0%	25.0%	
G4	EWR	AVL	5	885	4	708	1	177	25.0%	25.0%	
G4	AVL	FLL	16	2,832	9	1,593	7	1,239	77.8%	77.8%	
G4	FLL	AVL	16	2,832	9	1,593	7	1,239	77.8%	77.8%	
G4	AVL	PGD	5	885	4	708	1	177	25.0%	25.0%	
G4	PGD	AVL	5	885	4	708	1	177	25.0%	25.0%	
G4	AVL	PIE	11	1,884	7	1,239	4	645	57.1%	52.1%	
G4	PIE	AVL	11	1,884	7	1,239	4	645	57.1%	52.1%	
G4	AVL	SFB	9	1,509	7	1,228	2	281	28.6%	22.9%	
G4	SFB	AVL	9	1,509	7	1,228	2	281	28.6%	22.9%	
G4	AVL	SRQ	2	354	0	0	2	354			
G4	SRQ	AVL	2	354	0	0	2	354			
NK	AVL	FLL	4	580	0	0	4	580			
NK	FLL	AVL	4	580	0	0	4	580			
NK	AVL	MCO	4	580	0	0	4	580			
NK	MCO	AVL	4	580	0	0	4	580			
NK	AVL	TPA	3	435	0	0	3	435			
NK	TPA	AVL	3	435	0	0	3	435			
UA	AVL	EWR	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	EWR	AVL	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	AVL	IAD	16	800	0	0	16	800			
UA	IAD	AVL	16	800	0	0	16	800			
UA	AVL	ORD	28	1,400	28	1,400	0	0	0.0%	0.0%	
UA	ORD	AVL	28	1,400	28	1,400	0	0	0.0%	0.0%	
Total			482	43,752	354	30,564	128	13,188	36.2%	43.1%	

August 2019 vs. August 2018											
Mkt AI	Travel Period		Aug-19		Aug-18		Diff		Percent Diff		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
7Q	AVL	VRB	2	100	2	100	0	0	0.0%	0.0%	
7Q	VRB	AVL	2	100	2	100	0	0	0.0%	0.0%	
AA	AVL	CLT	49	3,155	48	2,933	1	222	2.1%	7.6%	
AA	CLT	AVL	49	3,155	48	2,933	1	222	2.1%	7.6%	
AA	AVL	DFW	7	532	1	65	6	467	600.0%	718.5%	
AA	DFW	AVL	7	532	1	65	6	467	600.0%	718.5%	
AA	AVL	LGA	2	152	0	0	2	152			
AA	LGA	AVL	2	152	0	0	2	152			
AA	AVL	PHL	7	350	0	0	7	350			
AA	PHL	AVL	7	350	0	0	7	350			
DL	ATL	AVL	55	3,716	53	3,395	2	321	3.8%	9.5%	
DL	AVL	ATL	55	3,716	53	3,402	2	314	3.8%	9.2%	
DL	AVL	DTW	1	50	0	0	1	50	-	-	
DL	DTW	AVL	1	50	0	0	1	50	-	-	
DL	AVL	LGA	1	76	1	50	0	26	0.0%	52.0%	
DL	LGA	AVL	1	76	1	50	0	26	0.0%	52.0%	
G4	AVL	BWI	2	354	3	531	(1)	(177)	(33.3%)	(33.3%)	
G4	BWI	AVL	2	354	3	531	(1)	(177)	(33.3%)	(33.3%)	
G4	AVL	DEN	3	531	2	354	1	177	50.0%	50.0%	
G4	DEN	AVL	3	531	2	354	1	177	50.0%	50.0%	
G4	AVL	EWR	5	885	4	708	1	177	25.0%	25.0%	
G4	EWR	AVL	5	885	4	708	1	177	25.0%	25.0%	
G4	AVL	FLL	14	2,478	9	1,593	5	885	55.6%	55.6%	
G4	FLL	AVL	14	2,478	9	1,593	5	885	55.6%	55.6%	
G4	AVL	PGD	4	708	4	708	0	0	0.0%	0.0%	
G4	PGD	AVL	4	708	4	708	0	0	0.0%	0.0%	
G4	AVL	PIE	11	1,821	7	1,239	4	582	57.1%	47.0%	
G4	PIE	AVL	11	1,821	7	1,239	4	582	57.1%	47.0%	
G4	AVL	SFB	9	1,488	4	697	5	791	125.0%	113.5%	
G4	SFB	AVL	9	1,488	4	697	5	791	125.0%	113.5%	
G4	AVL	SRQ	3	531	0	0	3	531			
G4	SRQ	AVL	3	531	0	0	3	531			
NK	AVL	FLL	4	580	0	0	4	580			
NK	FLL	AVL	4	580	0	0	4	580			
NK	AVL	MCO	4	580	0	0	4	580			
NK	MCO	AVL	4	580	0	0	4	580			
NK	AVL	TPA	3	435	0	0	3	435			
NK	TPA	AVL	3	435	0	0	3	435			
UA	AVL	EWR	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	EWR	AVL	8	400	8	1,000	0	(600)	0.0%	(60.0%)	
UA	AVL	IAD	16	800	0	0	16	800			
UA	IAD	AVL	16	800	0	0	16	800			
UA	AVL	ORD	28	1,400	25	1,250	3	150	12.0%	12.0%	
UA	ORD	AVL	28	1,400	25	1,250	3	150	12.0%	12.0%	
Total			476	42,224	342	29,253	134	12,991	39.2%	44.4%	



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance & Accounting

DATE: May 10, 2019

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of March 2019

SUMMARY

Operating Revenues for the month of March were \$1,352,795. Operating Expenses for the month were \$670,406. As a result, Net Operating Revenues before Depreciation were \$682,389. Net Non-Operating Revenues were \$497,012.

Year-to-date Operating Revenues were \$10,534,564, 96.0% of annual budget. Year-to-date Operating Expenses were \$5,971,060, 59.3% of annual budget. Both percentages represent positive results as we have now completed 75% of the fiscal year. Year-to-date Net Operating Revenues before Depreciation were \$4,563,504. Net Non-Operating Revenues for the year were \$2,695,980, 95.3% of annual budget.

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$734k mainly due to increase in revenue and decreased expenses for the month.

Construction in Progress – Construction in Progress increased by \$292k mostly due to Airfield Redevelopment project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$387k due to depreciation.

Information Section – Item B

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of March 31, 2019**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	0.60%	\$ 12,538,599	9,064
First Citizens - Money Market Account	0.35%	403,917	51
NC Capital Management Trust - Cash Portfolio		17,763	34
NC Capital Management Trust - Term Portfolio		9,263,173	19,392
Petty Cash		200	
 <u>Restricted Cash:</u>			
BNY Mellon		1,047,809	
Bank of America - PFC Revenue Account	0.60%	1,317,371	850
NC Capital Management Trust - Term Port - PFC		10,110,242	21,165
 Total		 <u>\$ 34,699,074</u>	 <u>\$ 50,556</u>

Investment Diversification:

Banks	44%
NC Capital Management Trust	56%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended March 31, 2019**

	Current Month	Prior Period
Cash and Investments Beginning of Period	<u>\$ 33,964,551</u>	<u>\$ 35,275,449</u>
Net Income/(Loss) Before Capital Contributions	792,105	265,435
Depreciation	387,295	387,295
Decrease/(Increase) in Receivables	(152,907)	(1,300,781)
Increase/(Decrease) in Payables	(42,769)	(107,143)
Decrease/(Increase) in Prepaid Expenses	18,883	18,883
Decrease/(Increase) in Fixed Assets	(292,716)	(1,699,697)
Principal Payments of Bond Maturities	-	-
Capital Contributions	24,632	1,125,110
System Conversion (Prior Period) Adjustment	-	-
Increase(Decrease) in Cash	<u>734,523</u>	<u>(1,310,898)</u>
Cash and Investments End of Period	<u><u>\$ 34,699,074</u></u>	<u><u>\$ 33,964,551</u></u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of March 31, 2019**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$22,223,652	\$22,079,526
Investments	0	0
Accounts Receivable	866,588	640,748
Passenger Facility Charges Receivable	475,000	575,000
Refundable Sales Tax Receivable	99,180	96,745
Grants Receivable	3,760,297	3,735,665
Prepaid Expenses	56,798	75,681
Total Unrestricted Assets	27,481,515	27,203,365
Restricted Assets:		
Cash and Cash Equivalents	12,475,422	11,885,025
Total Restricted Assets	12,475,422	11,885,025
Total Current Assets	39,956,937	39,088,390
Noncurrent Assets:		
Construction in Progress	81,750,348	81,457,632
Net Pension Asset - LGERS	(760,162)	(760,162)
Benefit Payment - OPEB	25,682	25,682
Contributions in Current Year	617,323	617,323
Property and Equipment - Net	50,223,174	50,610,469
Total Noncurrent Assets	131,856,365	131,950,944
	\$171,813,302	\$171,039,334
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$57,266	\$106,528
Customer Deposits	10,660	10,660
Unearned Revenue	531,145	562,668
Construction Contracts Payable	0	0
Construction Contract Retainages	1,933,007	1,933,007
Revenue Bond Payable - Current	1,245,000	1,245,000
Interest Payable	114,049	76,033
Total Payable from Unrestricted Assets	3,891,127	3,933,896
Total Current Liabilities	3,891,127	3,933,896
Noncurrent Liabilities:		
Pension Deferrals - OPED	56,737	56,737
Other Postemployment Benefits	1,248,463	1,248,463
Compensated Absences	359,211	359,211
Net Pension Obligation-LEO Special Separation Allowance	474,558	474,558
Revenue Bond Payable - Noncurrent	17,585,000	17,585,000
Total Noncurrent Liabilities	19,723,969	19,723,969
Total Liabilities	23,615,096	23,657,865
Net Assets:		
Invested in Capital Assets	113,143,522	113,238,101
Restricted	12,475,422	11,885,025
Unrestricted	22,579,262	22,258,343
Total Net Assets	148,198,206	147,381,469
	\$171,813,302	\$171,039,334



Income Statement

Through 03/31/19
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	247,909.00	23,112.16	174,352.13	73,556.87	70	.00
Terminal space rentals - airline	2,067,331.00	185,969.21	1,686,950.62	380,380.38	82	.00
Landing fees	904,038.00	101,561.40	816,552.04	87,485.96	90	.00
Concessions	490,780.00	71,229.56	471,141.69	19,638.31	96	.00
Auto parking	3,600,000.00	538,988.21	4,139,853.06	(539,853.06)	115	.00
Rental car - car rentals	1,530,000.00	178,336.58	1,482,007.77	47,992.23	97	.00
Rental car - facility rent	647,012.00	53,090.02	498,446.94	148,565.06	77	.00
Commerce ground transportation	94,500.00	29,112.86	219,570.64	(125,070.64)	232	.00
FBO's	1,038,185.00	88,350.75	804,801.54	233,383.46	78	.00
Building leases	73,197.00	2,772.45	51,281.74	21,915.26	70	.00
Land leases	59,961.00	4,422.73	40,498.75	19,462.25	68	.00
Other leases and fees	221,800.00	75,848.90	149,106.71	72,693.29	67	.00
<i>Operating revenues Totals</i>	\$10,974,713.00	\$1,352,794.83	\$10,534,563.63	\$440,149.37	96%	\$0.00
<i>Non-operating revenue and expense</i>						
Customer facility charges	1,400,000.00	145,860.00	1,272,191.25	127,808.75	91	.00
Passenger facility charges	1,850,000.00	326,694.32	2,047,514.21	(197,514.21)	111	.00
Interest revenue	35,000.00	62,474.15	365,824.97	(330,824.97)	1,045	.00
Interest expense	(456,197.00)	(38,016.42)	(342,147.78)	(114,049.22)	75	.00
Reimbursable cost expenses	.00	.00	(649,919.93)	649,919.93	+++	.00
Gain or loss on disposal of assets	.00	.00	45.00	(45.00)	+++	.00
P-card rebate	.00	.00	2,472.15	(2,472.15)	+++	.00
<i>Non-operating revenue and expense Totals</i>	\$2,828,803.00	\$497,012.05	\$2,695,979.87	\$132,823.13	95%	\$0.00
Capital contributions	.00	24,631.64	5,371,409.87	(5,371,409.87)	+++	.00
<i>Operating expenses</i>						
Personnel services	5,902,003.00	456,695.37	3,714,179.20	2,187,823.80	63	.00
Professional services	387,450.00	42,195.34	181,834.13	205,615.87	47	.00
Other contractual services	855,723.00	43,307.11	548,462.52	307,260.48	64	.00
Travel and training	201,075.00	10,696.42	124,959.98	76,115.02	62	.00
Communiations	62,850.00	2,616.32	40,949.37	21,900.63	65	.00
Utility services	525,467.00	47,639.21	315,057.01	210,409.99	60	.00
Rentals and leases	13,600.00	1,078.97	10,073.48	3,526.52	74	.00
Insurance	234,000.00	18,917.76	203,198.64	30,801.36	87	.00
Advertising, printing and binding	8,050.00	338.97	6,340.20	1,709.80	79	.00
Promotional activities	317,390.00	6,146.63	181,664.41	135,725.59	57	.00
Other current charges and obligations	54,000.00	3,759.26	47,176.28	6,823.72	87	.00
Operating supplies	493,425.00	19,272.80	278,172.39	215,252.61	56	.00



Income Statement

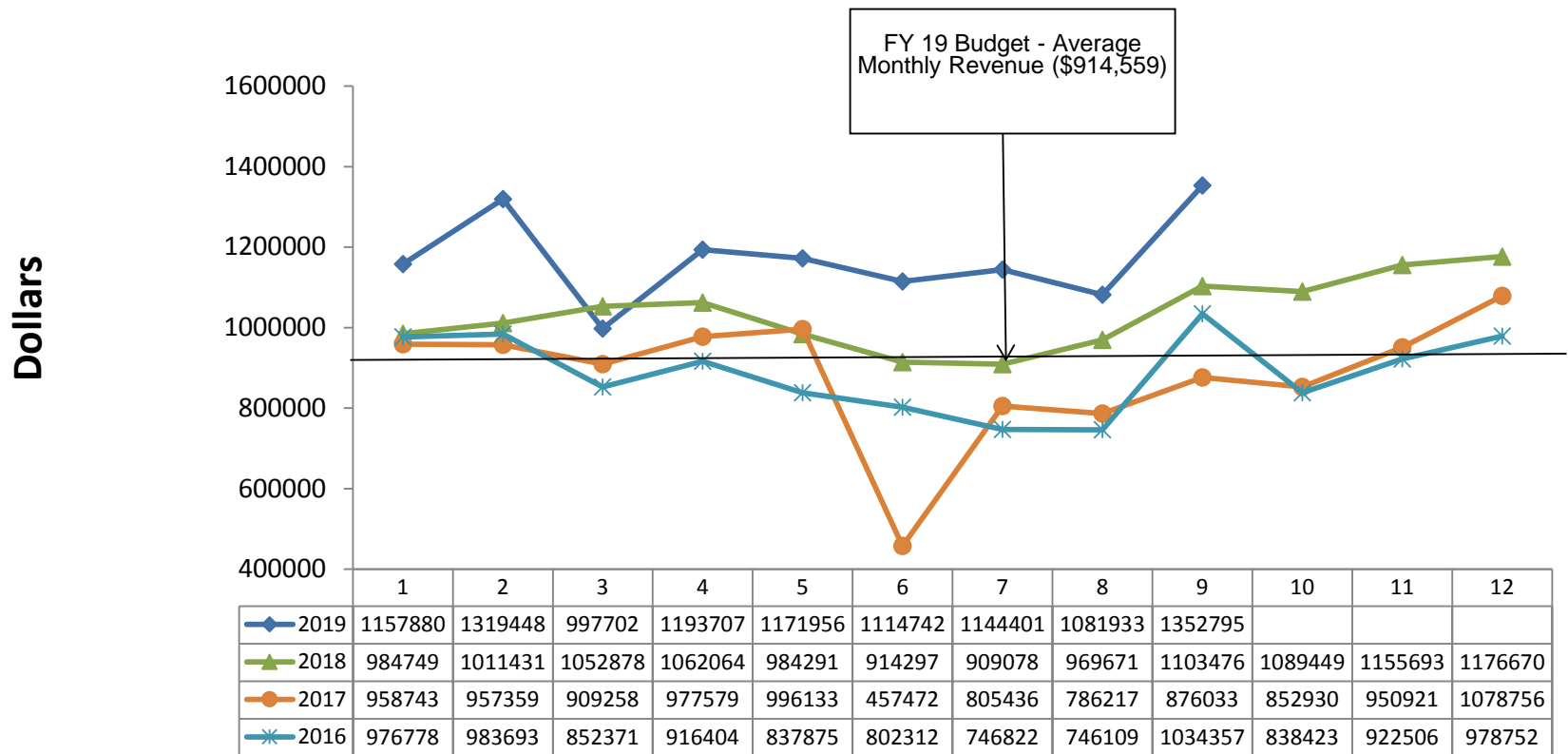
Through 03/31/19
Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating expenses</i>						
Publications, subscriptions, memberships, etc.	54,330.00	3,504.34	44,720.47	9,609.53	82	.00
Repairs and maintenance	181,700.00	10,940.41	133,472.07	48,227.93	73	.00
Small equipment	80,500.00	3,297.48	57,999.48	22,500.52	72	.00
Contingency	45,000.00	.00	.00	45,000.00	0	.00
Emergency repairs	50,000.00	.00	68,633.92	(18,633.92)	137	.00
Business development	600,000.00	.00	14,166.50	585,833.50	2	.00
<i>Operating expenses Totals</i>	\$10,066,563.00	\$670,406.39	\$5,971,060.05	\$4,095,502.95	59%	\$0.00
<i>Depreciation</i>						
Depreciation	.00	387,295.00	3,485,655.00	(3,485,655.00)	+++	.00
<i>Depreciation Totals</i>	\$0.00	\$387,295.00	\$3,485,655.00	(\$3,485,655.00)	+++	\$0.00
Fund 10 - General Fund Totals						
REVENUE TOTALS	13,803,516.00	1,874,438.52	18,601,953.37	(4,798,437.37)	135%	.00
EXPENSE TOTALS	10,066,563.00	1,057,701.39	9,456,715.05	609,847.95	94%	.00
Fund 10 - General Fund Net Gain (Loss)	\$3,736,953.00	\$816,737.13	\$9,145,238.32	\$5,408,285.32	245%	\$0.00
Fund Type General Fund Totals						
REVENUE TOTALS	13,803,516.00	1,874,438.52	18,601,953.37	(4,798,437.37)	135%	.00
EXPENSE TOTALS	10,066,563.00	1,057,701.39	9,456,715.05	609,847.95	94%	.00
Fund Type General Fund Net Gain (Loss)	\$3,736,953.00	\$816,737.13	\$9,145,238.32	\$5,408,285.32	245%	\$0.00
Fund Category Governmental Funds Totals						
REVENUE TOTALS	13,803,516.00	1,874,438.52	18,601,953.37	(4,798,437.37)	135%	.00
EXPENSE TOTALS	10,066,563.00	1,057,701.39	9,456,715.05	609,847.95	94%	.00
Fund Category Governmental Funds Net Gain (Loss)	\$3,736,953.00	\$816,737.13	\$9,145,238.32	\$5,408,285.32	245%	\$0.00
Grand Totals						
REVENUE TOTALS	13,803,516.00	1,874,438.52	18,601,953.37	(4,798,437.37)	135%	.00
EXPENSE TOTALS	10,066,563.00	1,057,701.39	9,456,715.05	609,847.95	94%	.00
Grand Total Net Gain (Loss)	\$3,736,953.00	\$816,737.13	\$9,145,238.32	\$5,408,285.32	245%	\$0.00

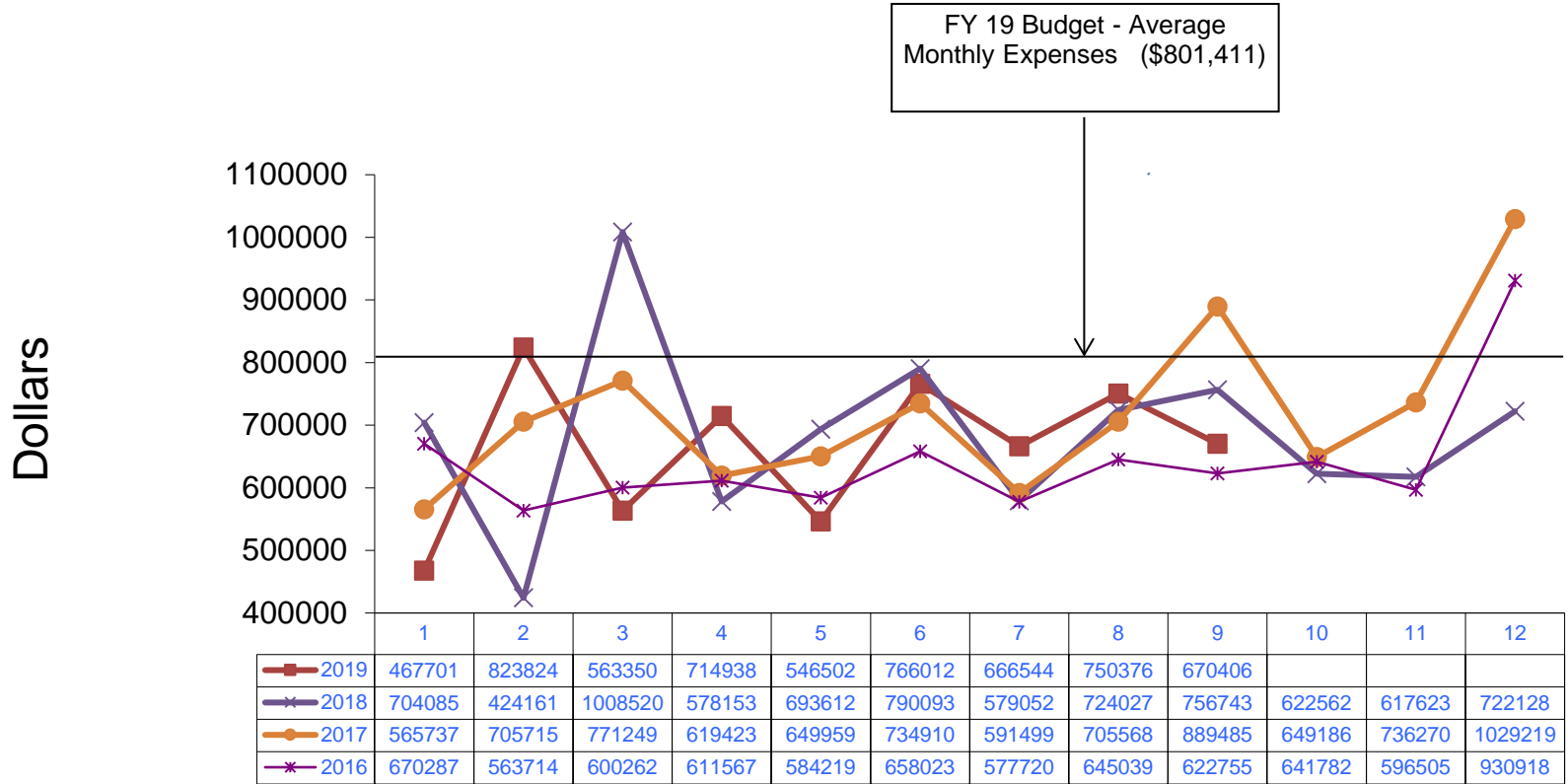
ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

March 2019

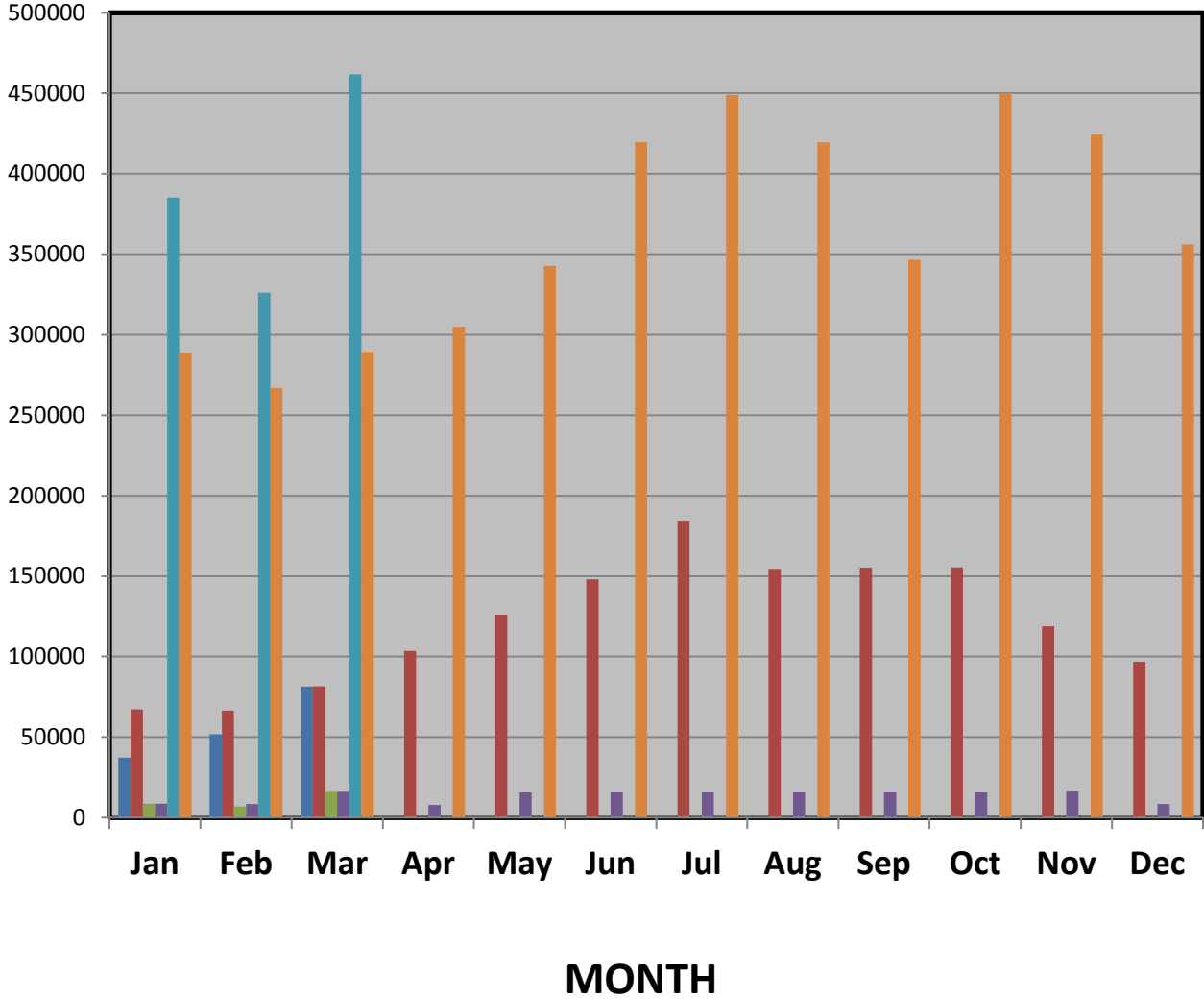


ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month March 2019



**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
March 2019**

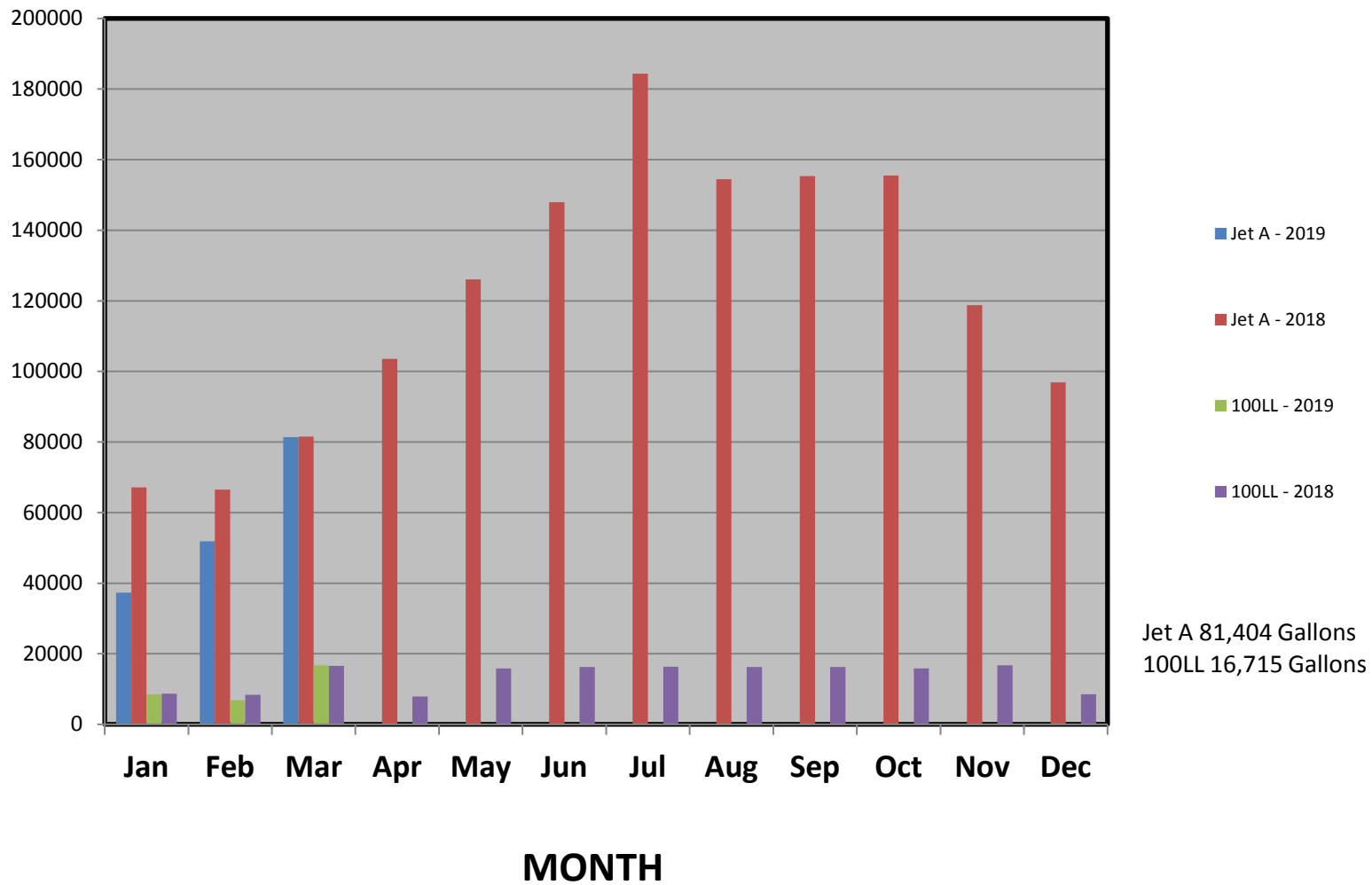
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Jet A 81,404 Gallons
100LL 16,715 Gallons
Airline 461,809 Gallons

**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
March 2019**

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Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 05/01/2019)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 05/01/2019)	Start Date	End Date	Current Project Status (as of 05/01/2019)
1	Airfield Re-Development Project	Budget for the complete project				\$64,100,000.00	\$15,900,000.00		\$80,000,000.00	72.0%	\$57,686,872			All Engineer contracts, completed construction contracts and expenses will be inclusive of budget.
1A	Airfield Re-Development Project	Phase I - Design Services	RS&H	\$447,983.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	83%	\$372,161	Dec-12	Jun-16	Project Management work primarily complete.
1B	Airfield Re-Development Project	Phase II - Design Services and Project Management.	RS&H	\$1,842,318.00	N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>	95%	\$1,748,887	Jun-13	Dec-16	Project Management work continues, pending Contractor resolution.
1C	Airfield Re-Development Project	Phase III and IV - Design Services and Project Management.	RS&H	\$2,399,826.00	N/A	N/A	\$1,469,611.00	65.90%	<i>(Overall total included in above number)</i>	55%	\$2,130,653	Dec-14	Dec-19	Phase IV Project Management continues.
1D	Airfield Re-Development Project	New Runway Design	AVCON	\$1,967,476.00	N/A	N/A	\$86,653.00	4.40%	<i>(Overall total included in above number)</i>	94.2%	\$1,936,281	Mar-13	Dec-19	Phase IV Project Management continues.
1E	Airfield Re-Development Project	Miscellaneous and Administrative Expenses			N/A	N/A	\$0.00	0.00%	<i>(Overall total included in above number)</i>		\$4,042,174	Jan-13	Dec-19	Miscellaneous Administrative Expenses, Reimbursable Agreement and Land Acquisition
2	Airport Security and Identity Management	Security system, ID badging and CCTV camera equipment	Faith Group LLC	\$327,486.27	N/A	N/A	\$0.00	0.00%	\$327,486.27	27.3%	\$89,257.00	Aug-18	Jan-20	Bid opening held April 2019 and awarded.
3	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	\$821,196.00	N/A	N/A	\$0.00	0%	\$0.00	10.8%	\$89,158.00	Nov-18	Nov-19	Design near complete.
4	Terminal Building Renovations	Phase 1 - Utility Modernization of Water and Sewer	Gresham Smith	\$168,820.00	N/A	N/A	\$0.00	14.5%	\$168,820.00	2.9%	\$24,476.00	Jan-19	Oct-19	Presently in design. Anticipate bidding this summer.
5	Pipe Repairs	60" Stormwater Pipe repairs in North area of property	Kimley Horn	\$152,700.40	N/A	N/A	\$0.00	0%	\$170,840.40	0.0%	\$0.00	Apr-19	Aug-19	NTP provided to begin design.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 05/01/2019)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 05/01/2019)	Start Date	End Date	Current Project Status (as of 05/01/2019)
1	Permanent Runway 17-35 Construction, NAVAIDS and Taxiway Conversion	Construct new runway and convert temporary runway to a taxiway	RS&H and AVCON Inc.	Amount Included in Phase 3 Design Fees	Travelers / Cedar Peaks	\$33,703,095.70	\$0.00	0.00%	\$34,703,095.70	40.0%	\$13,181,759	Mar-17	Dec-19	Construction work moving forward.
2	Airport Security & Identity Management System	Replace, Upgrade and Install new Security System	Faith Group	Amount in Design Fees	Johnson Control, Inc.	\$2,210,697.00	\$0.00	0.00%	\$2,605,672.28	0%	\$0.00	May-19	Feb-20	NTP pending FAA Approval.

(Construction and Administrative Costs included)

Airportsurvey.com



AVL

Airport Facilities Review For 1st Quarter 2019

Welcome

- Welcome to the Airportsurvey.com Airport Facilities Review for the recent quarter, a complimentary data set provided to Airportsurvey.com participating airports
- The following slides provide non-weighted scores and ratings based on an independent survey of air travelers
- Note that passenger responses are based on perception, rather than objective assessment
- Value Added Services available from Canmark include:
 - Report analysis
 - Statistical testing
 - Air carrier responses
 - Non-facility responses
 - Tailored comparison sets
 - Passenger demographics
 - Sample size enhancement
 - Targeted and customized reporting
 - Custom survey questions and content

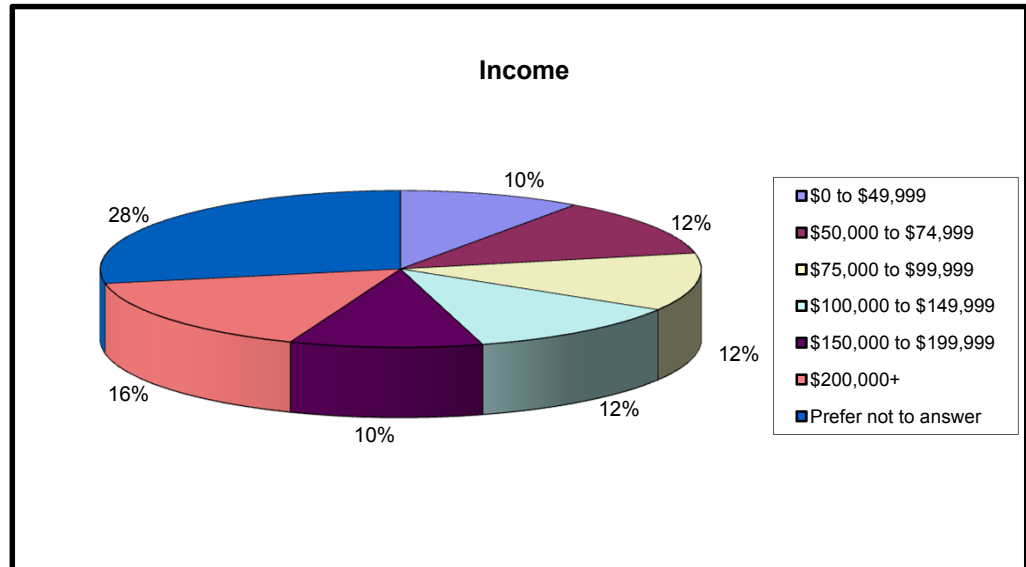
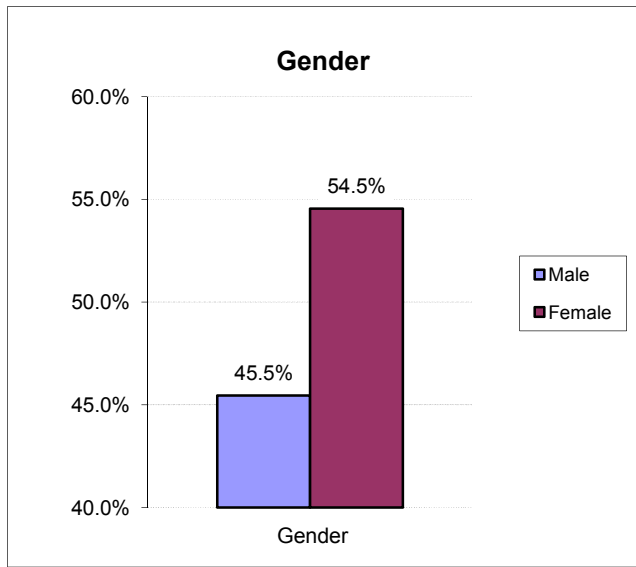
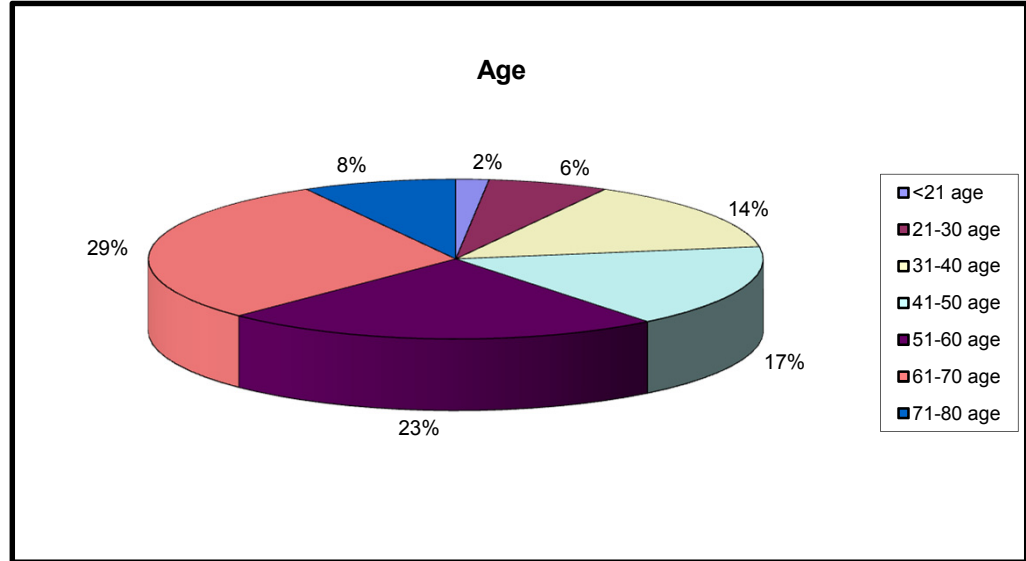
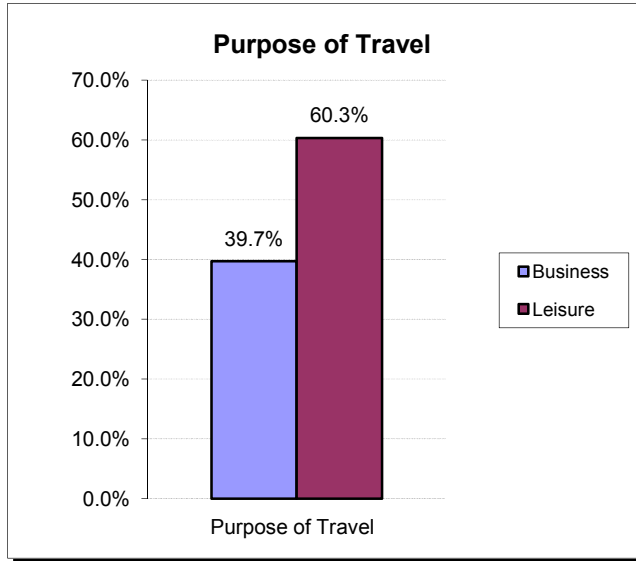
No representations are made as to the completeness or accuracy of information contained herein. Airport facility raw data is available upon request.

Proprietary and Confidential

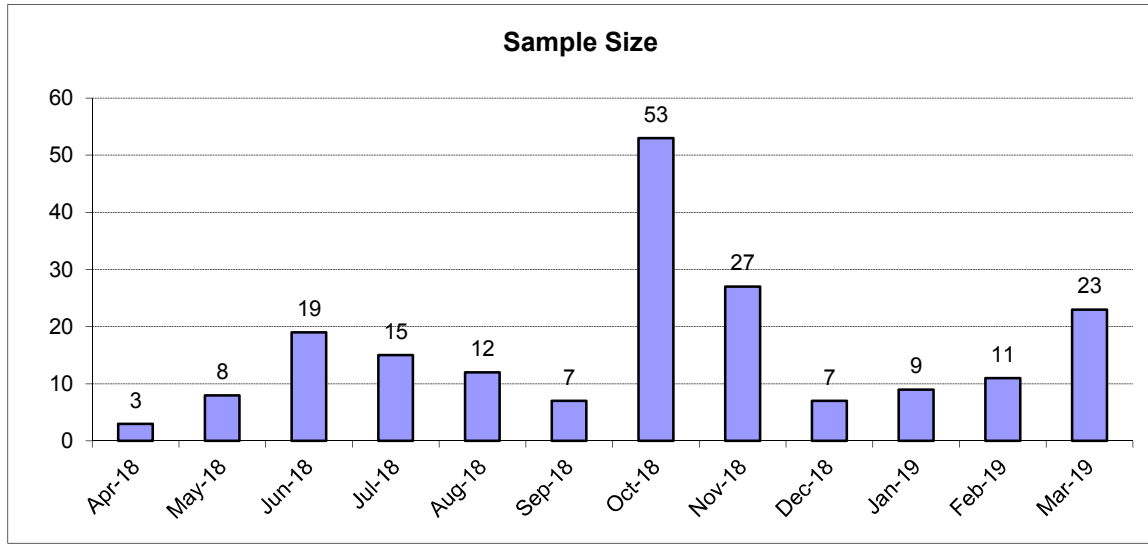
Overview

- ***Airportsurvey.com*** is an ongoing, all-inclusive online passenger satisfaction survey program from Canmark Research Center
- Invitations to take the survey are distributed at select airports across the country
- Over 30 airports participate
- Each survey invitation card is single-use, and must reference an actual flight
- Survey distribution occurs approximately three days per month
- Response scale is 1 through 5: Poor, Fair, Good, Very Good, Excellent
- Survey participants have a chance to win round-trip airline tickets
- Response rates vary from 10% to 20% based on location
- Facilities attributes are scored according to check-in airport
- Airports are grouped into three tiers according to available seats in calendar year 2017

Passenger Demographics



General Findings



Sample is clustered around airport invitation distribution dates.

Sample reflects passengers intercepted at arrival airports who rated check-in airport.

	AVL	Similar	+/-	Pct
Overall	4.16	4.25	(0.08)	-2.0%
Availability of parking	3.99	4.12	(0.13)	-3.3%
Cost of parking	3.41	3.69	(0.28)	-8.3%
Clear, easy to follow signs	4.26	4.28	(0.02)	-0.5%
Cleanliness	4.45	4.32	0.13	3.0%
Availability of restrooms	4.44	4.33	0.11	2.4%
Cleanliness of restrooms	4.39	4.26	0.13	2.9%
Concessions / restaurants	3.47	3.78	(0.31)	-8.9%
Transportation to your gate / concourse / terminal	4.22	4.16	0.06	1.4%
Airport Wi-Fi ease of use	4.15	4.07	0.08	1.8%
Overall airport Wi-Fi	4.04	3.99	0.05	1.3%
Overall departure airport concourse	4.25	4.22	0.03	0.8%
Security: Wait time at checkpoint	4.30	4.23	0.07	1.6%
Security: Professionalism of personnel	4.30	4.36	(0.07)	-1.5%
Security: Confidence in airport security procedures	4.22	4.24	(0.02)	-0.5%

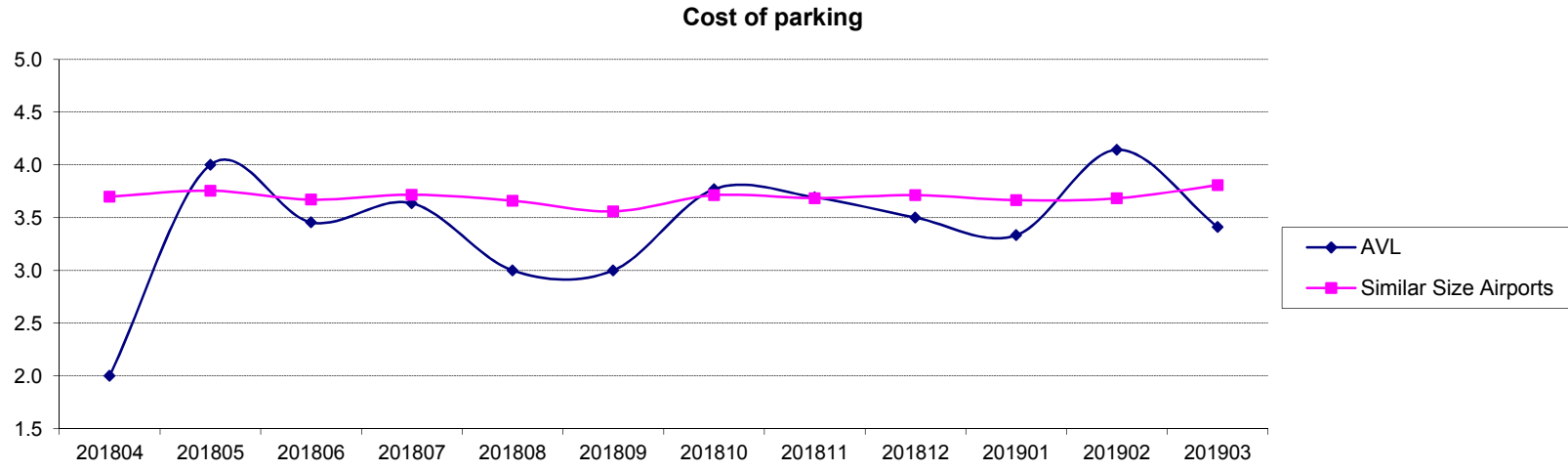
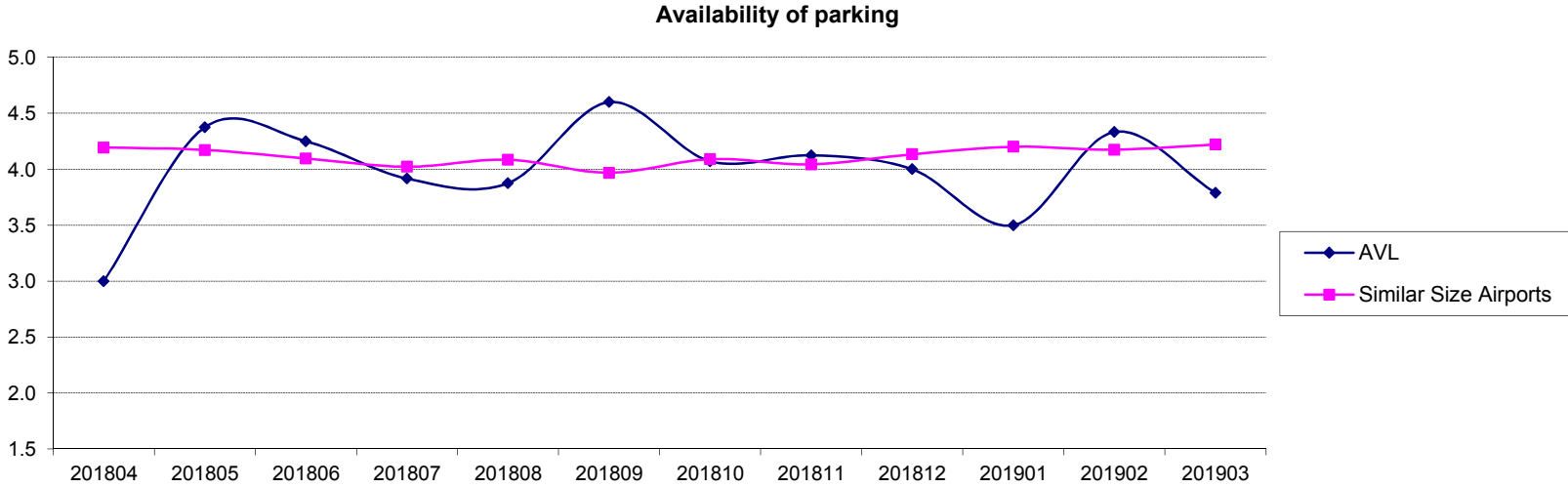
Statistical means testing not performed on results

AVL	
Responses	194

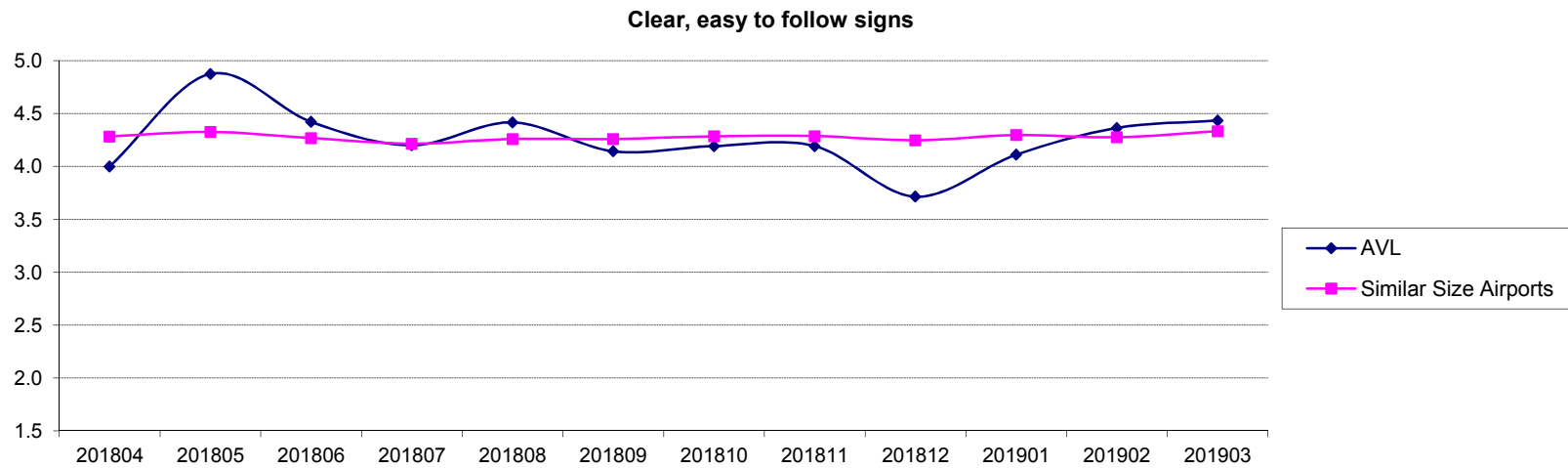
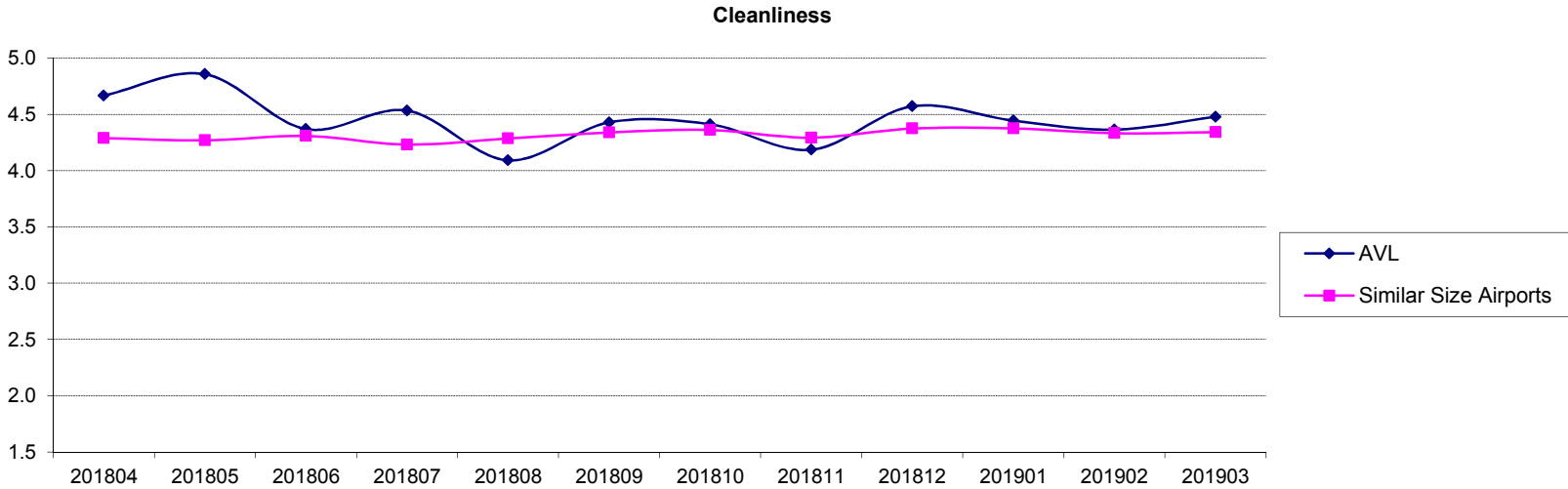
Overall Satisfaction with Airport Facilities



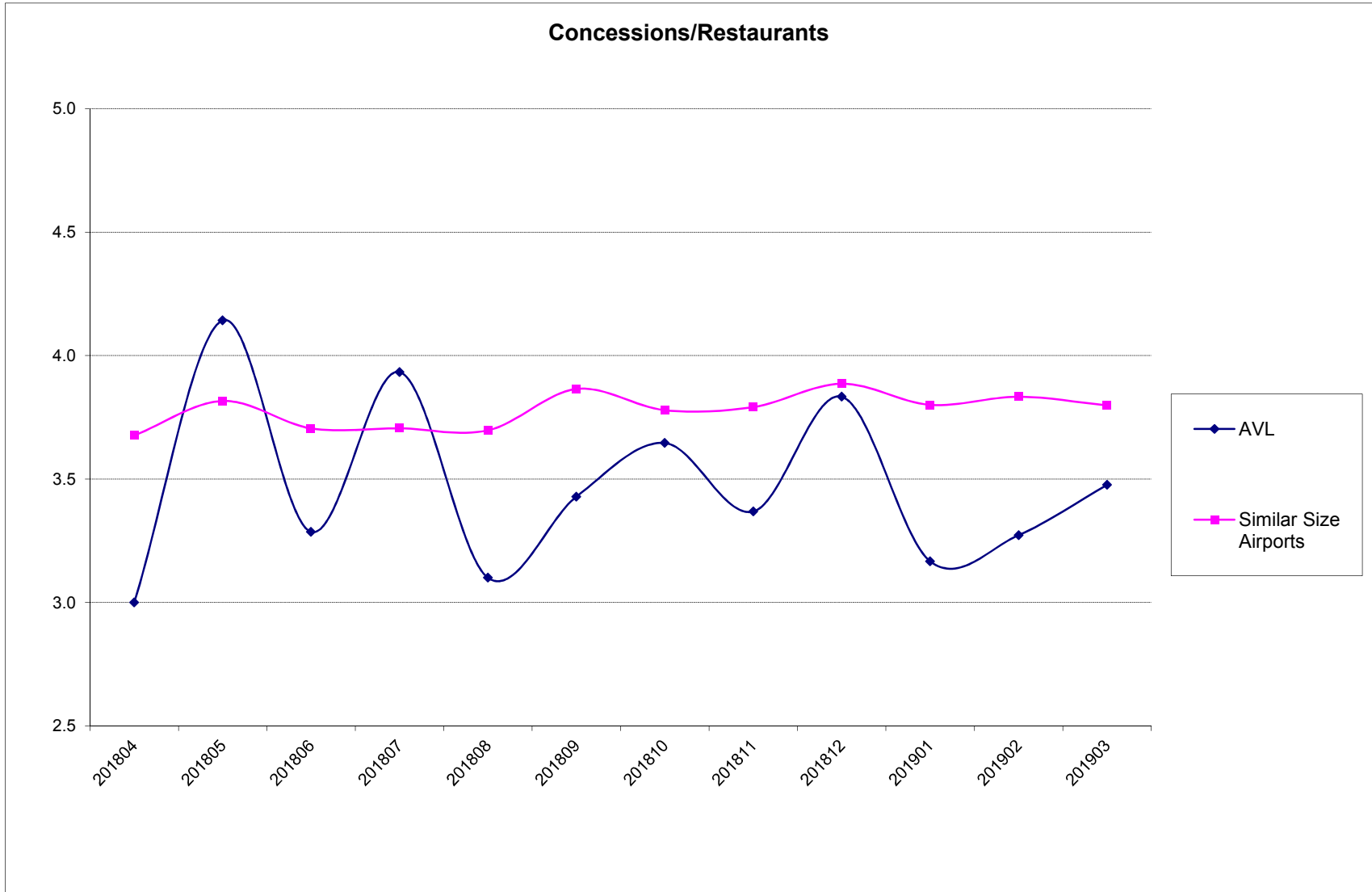
Parking Satisfaction



Cleanliness and Signage



Concessions

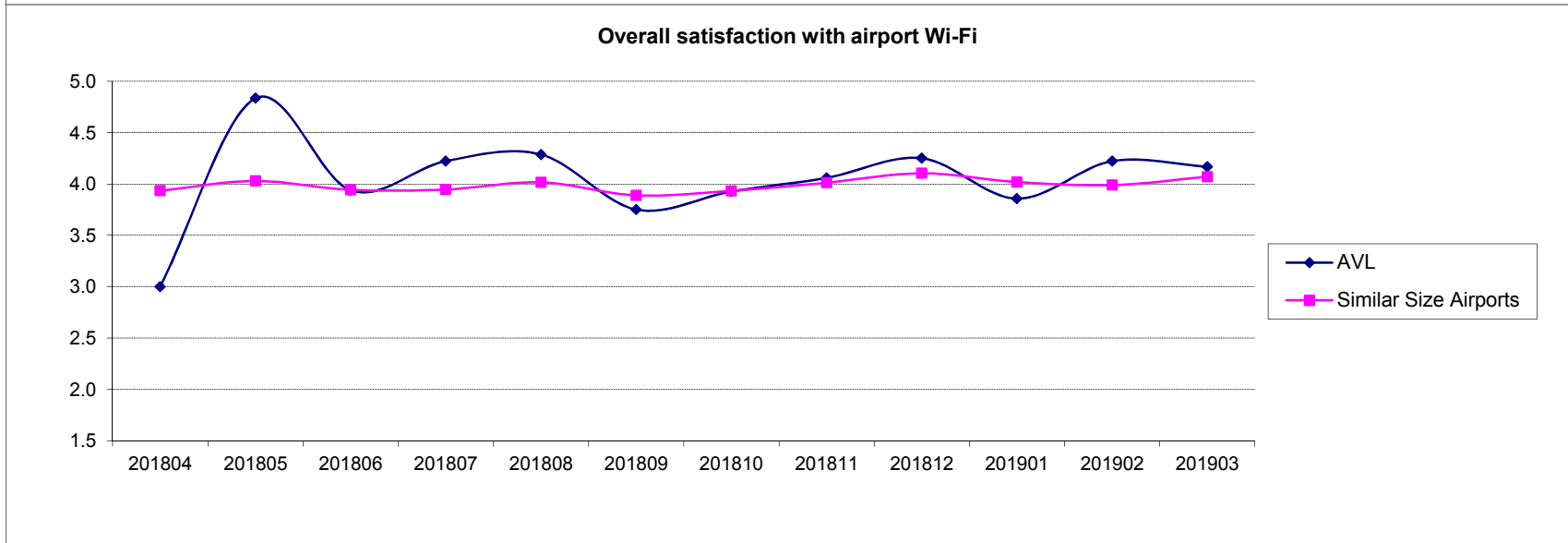
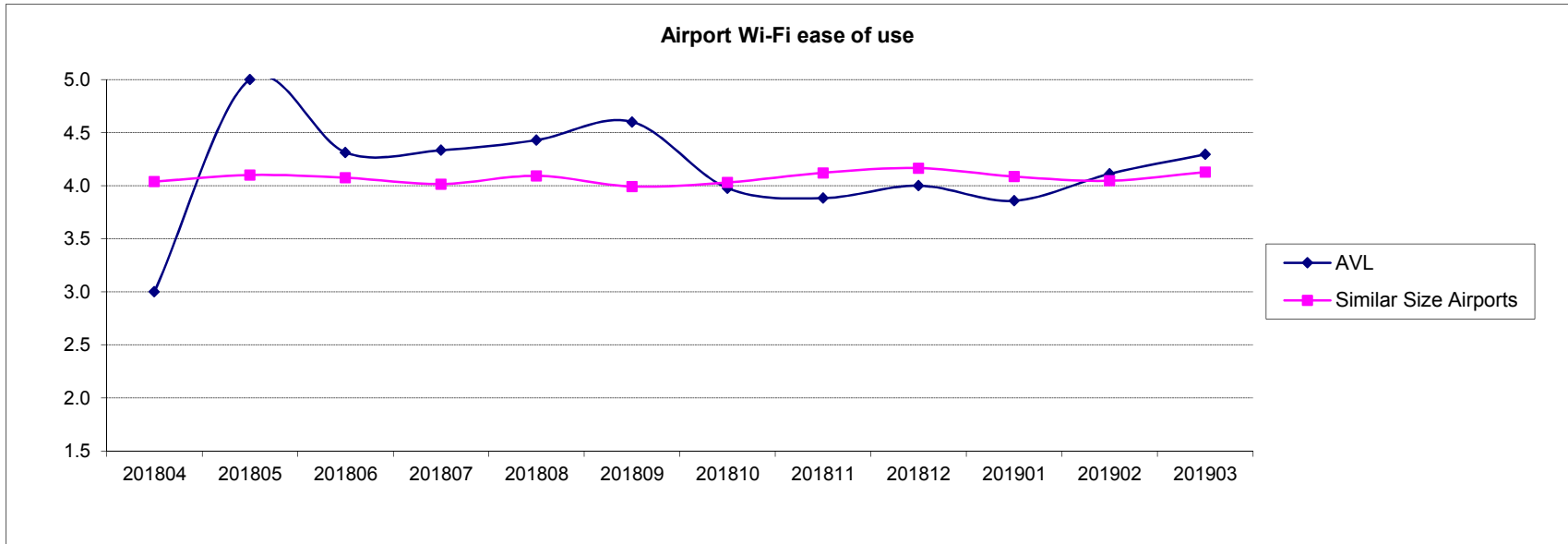


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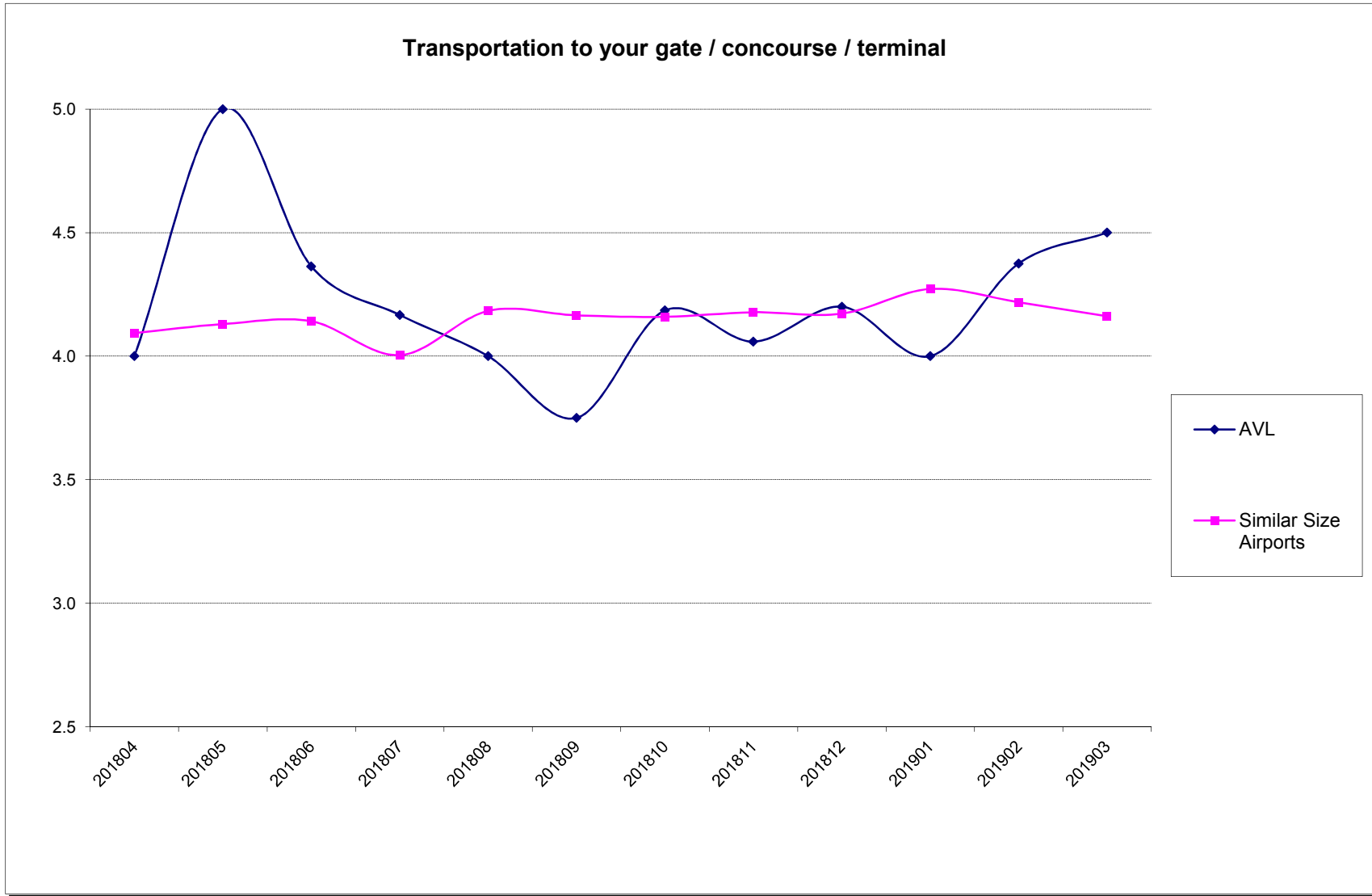
Restrooms



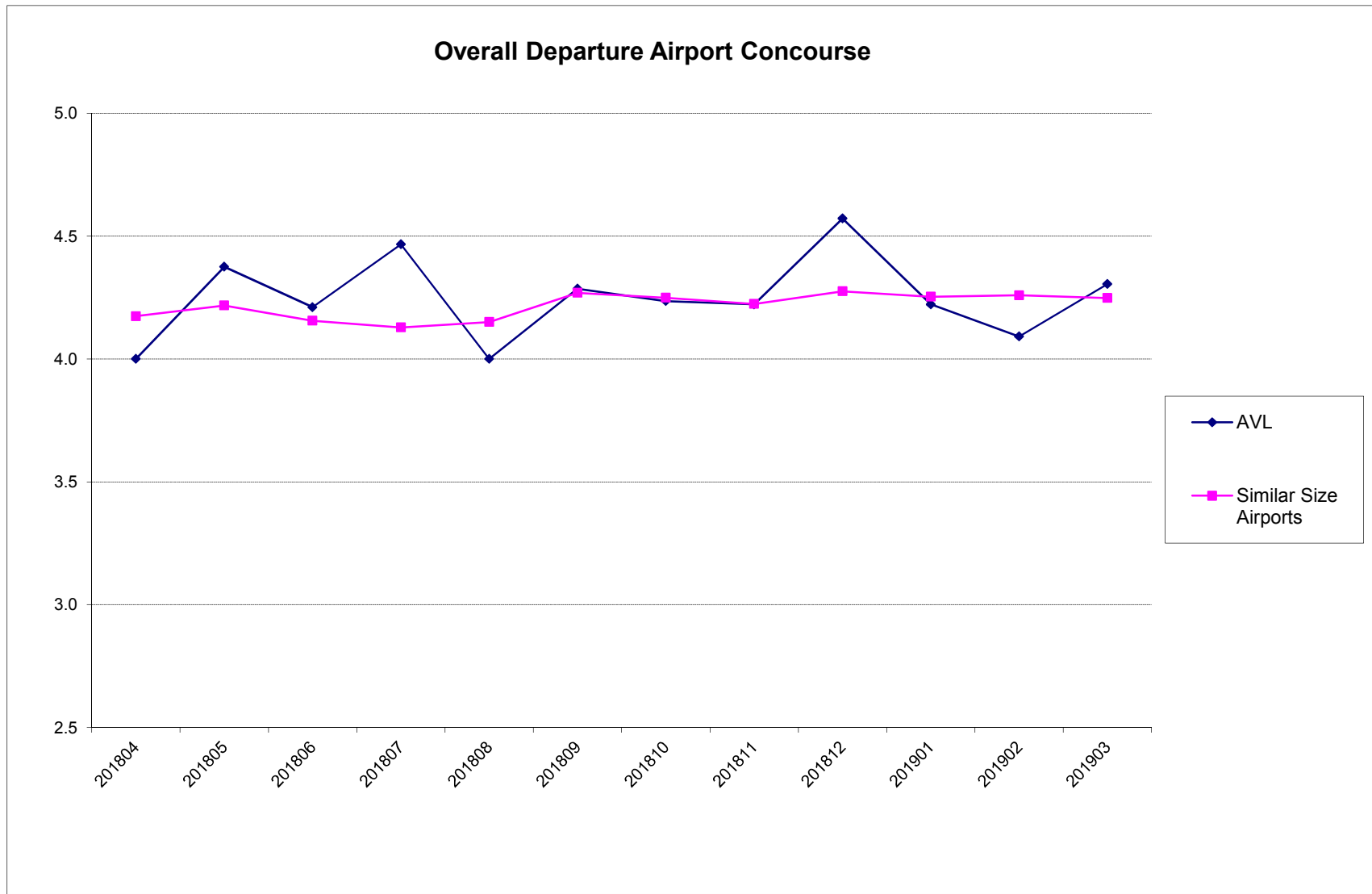
Wi-Fi



Transportation to Departure Gate

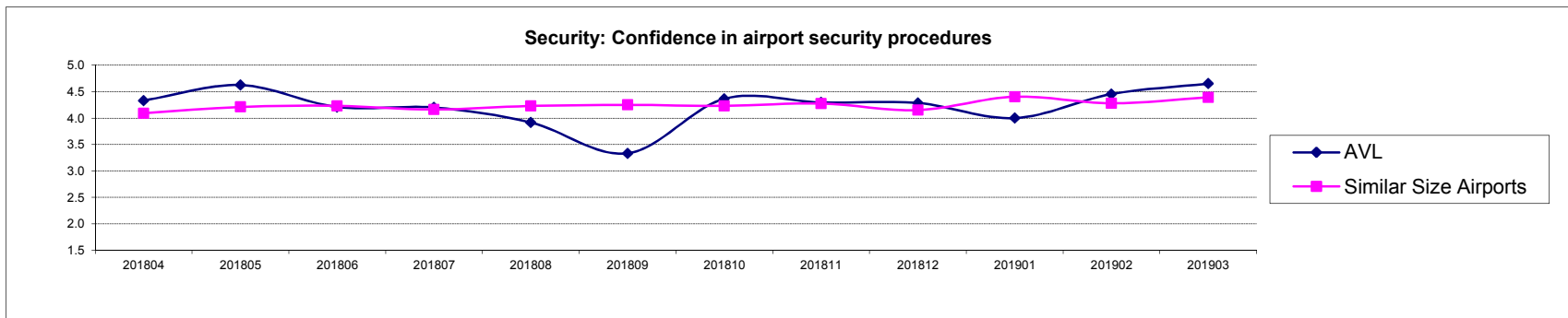
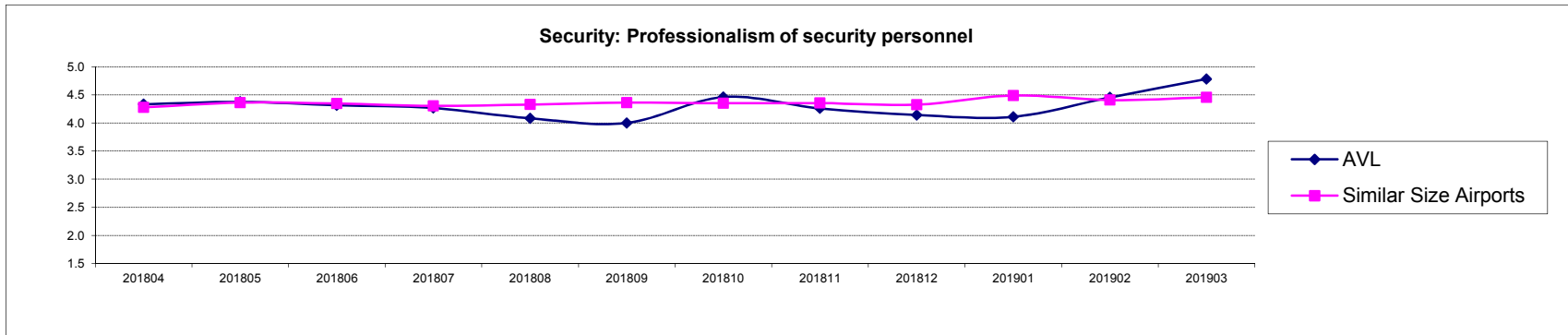
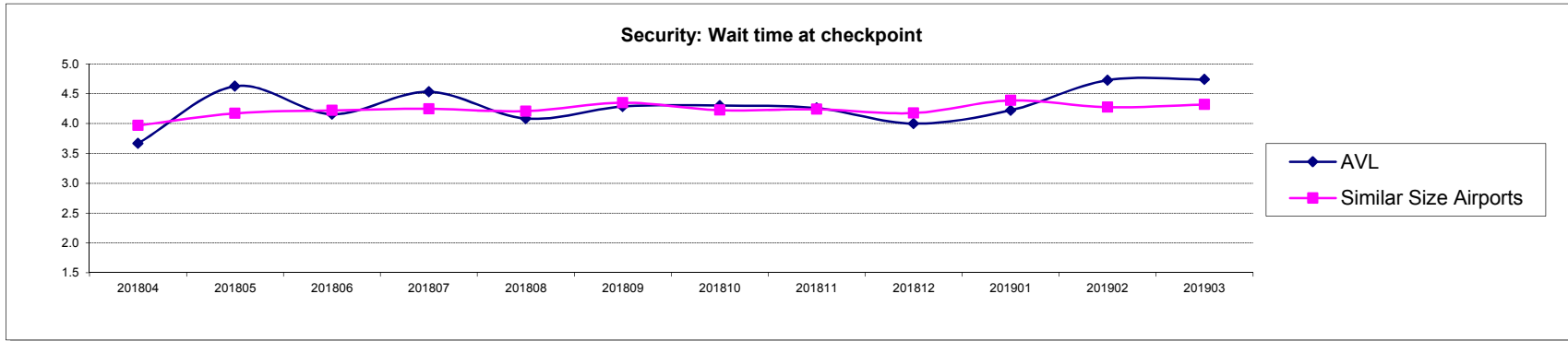


Overall Departure Airport Concourse



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Airport Security



Appendix A - Geographic Breakdown of Respondents

AL	2	WY	1
AZ	2	CANADA	1
CA	6	EUROPE	1
CO	1		
CT	2		
FL	15		
GA	3		
IA	4		
ID	1		
IL	2		
KY	1		
LA	1		
MD	1		
MI	3		
MO	1		
MT	3		
NC	103		
NY	2		
OH	1		
OR	8		
PA	1		
TN	3		
TX	2		
VA	4		
WA	6		
WI	3		

Note: Only includes passengers who indicated state of residence

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Appendix B - About Canmark

- Since 1993 Canmark Technologies has combined market research, programming, and technical expertise with thoughtful attention to client needs. Our problem-solving orientation has earned the respect of business clients and market researchers across North America.
- With an experienced staff of technical experts and project managers specializing in various fields of data capture and manipulation, programming and software development, web design and scripting, Canmark is able to leverage superior technology and know-how to support projects of all types and scope in the most cost-effective manner possible.
- Areas of expertise include survey development and delivery, project and data management services, requirements gathering, data sampling, paper and web forms management, custom lasering and printing, distribution logistics, data processing, custom programming for data cleansing, reporting and data analysis, and project consulting.
- We stand ready to meet your data needs, if you have any questions, please do not hesitate to contact us.

Appendix C - Contacts

Paul Isaacs, President
pisaacs@canmarktech.com
1-877-441-2057, ext. 11



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Key strategic priorities

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

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