



## **REVISED AGENDA**

Greater Asheville Regional Airport Authority Regular Meeting

Friday, May 13, 2022, 8:30 a.m.

Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. In compliance with the state-wide mandate for COVID-19, members of the public may attend the Authority Board meeting at 8:30 a.m. on Friday, May 13, 2022 via Webex: 1-844-621-3956; Meeting Number (access code): 2632 820 5572

I. CALL TO ORDER

II. PRESENTATIONS:

A. Terminal Presentation – Brad Sucher, Gresham and Smith ([document](#))

III. FINANCIAL REPORT ([document](#))

IV. CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority April 8, 2022 Regular Meeting Minutes ([document](#))

B. Approval of Insurance Renewals ([document](#))

C. Approval of the Greater Asheville Regional Airport Authority April 8, 2022 Closed Session Minutes

V. OLD BUSINESS: None

VI. NEW BUSINESS:

A. Approval of Administrative Policy and Procedure for Airport Peer-to-Peer Vehicle Sharing Business Regulation 117.01 ([document](#))



- B. Approval of Transfer of Sick Leave Policy ([document](#))
- C. Approval of Standard Form of Agreement between Owner and Program Manager with Parsons Transportation Group, Inc. for Terminal Building Modernization and Expansion Project Program Management Services ([document](#))
- D. Approval of Agreement for Landside Landscaping Services ([document](#))

VII. DIRECTOR'S REPORT:

- A. Meeting with Bond Rating Agencies

VIII. INFORMATION SECTION:

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

- A. March 2022 Traffic Report ([document](#))
- B. March 2022 Monthly Financial Report ([document](#))
- C. May 2022 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
  - None identified at this time

IX. PUBLIC AND TENANTS' COMMENTS

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

1. Please fill out a Comment Card located on the airport website here: <https://flyavl.com/boardcomment> by 3:00 pm on Thursday, May 12, 2022
2. Comments received, as specified above, shall be read during this Agenda period

X. CALL FOR NEXT MEETING: June 10, 2022



XI. CLOSED SESSION:

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

XII. AUTHORITY MEMBER REPORTS:

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

XIII. ADJOURNMENT

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

# Today's Agenda

1. Before + After Images
2. Exterior Finish Materials
3. Interior Finish Materials
4. Schedule Update
5. Temporary South Holdroom
6. Question + Answer





What is Western North Carolina?

Translate Airport to Represent a Place



A wide-angle landscape photograph of a mountain range. The foreground is dominated by lush, green, forested hills. In the middle ground, several layers of mountain ridges are visible, each progressively more hazy and blue-tinted as they recede into the distance. The sky is a clear, pale blue, suggesting a bright, sunny day. The overall mood is serene and majestic.

**A MODERN GATEWAY, HUMBLY ROOTED  
IN TIMELESS NATURAL BEAUTY**









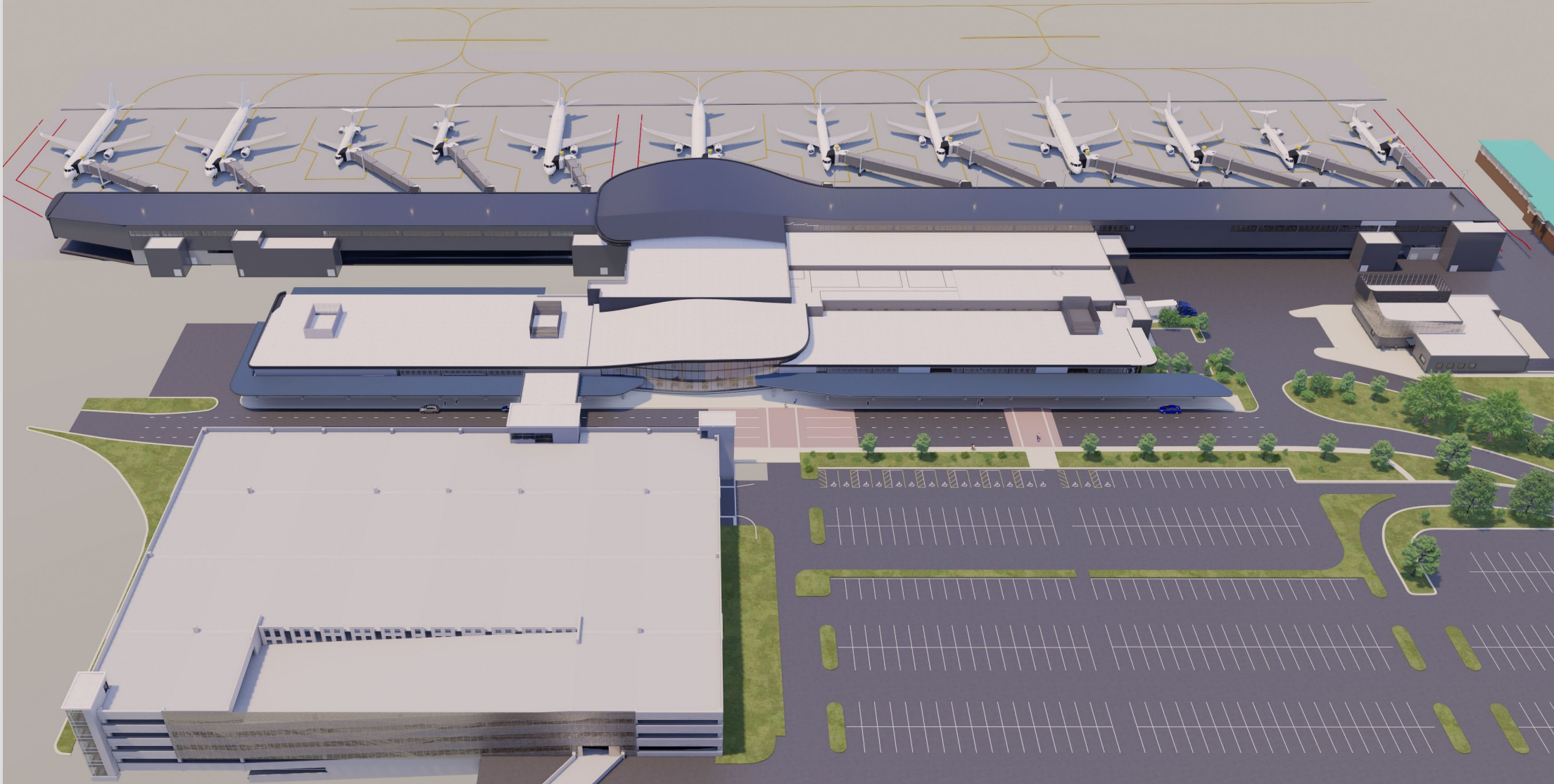






Exterior Finish

**AERIAL –  
LANDSIDE**



# LANDSIDE

EXTERIOR FINISH REVIEW

## Metal Cladding

HIGH-PERFORMANCE COATING SELECTIONS

1



METEOR SHOWER

2



PEWTER

3



MOMA BLACK I

4



BLACK ETCHED STEEL





# LANDSIDE

EXTERIOR FINISH REVIEW

## Stone + Wood\*

OTHER MATERIAL SELECTIONS



PRECAST CONCRETE - 163 GREY



\*SUBLIMATED ALUMINUM - NATURAL WALNUT



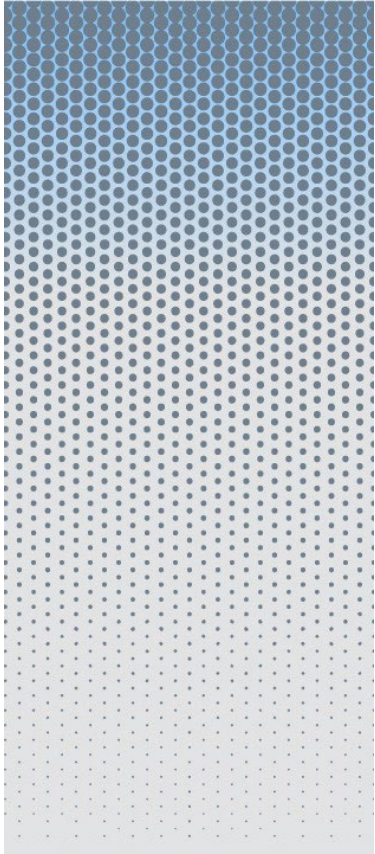
FULL-DEPTH STONE - T.B.D.



# LANDSIDE

EXTERIOR FINISH REVIEW

## Fritted Glazing



DOT FADE GRADIENT FRIT PATTERN

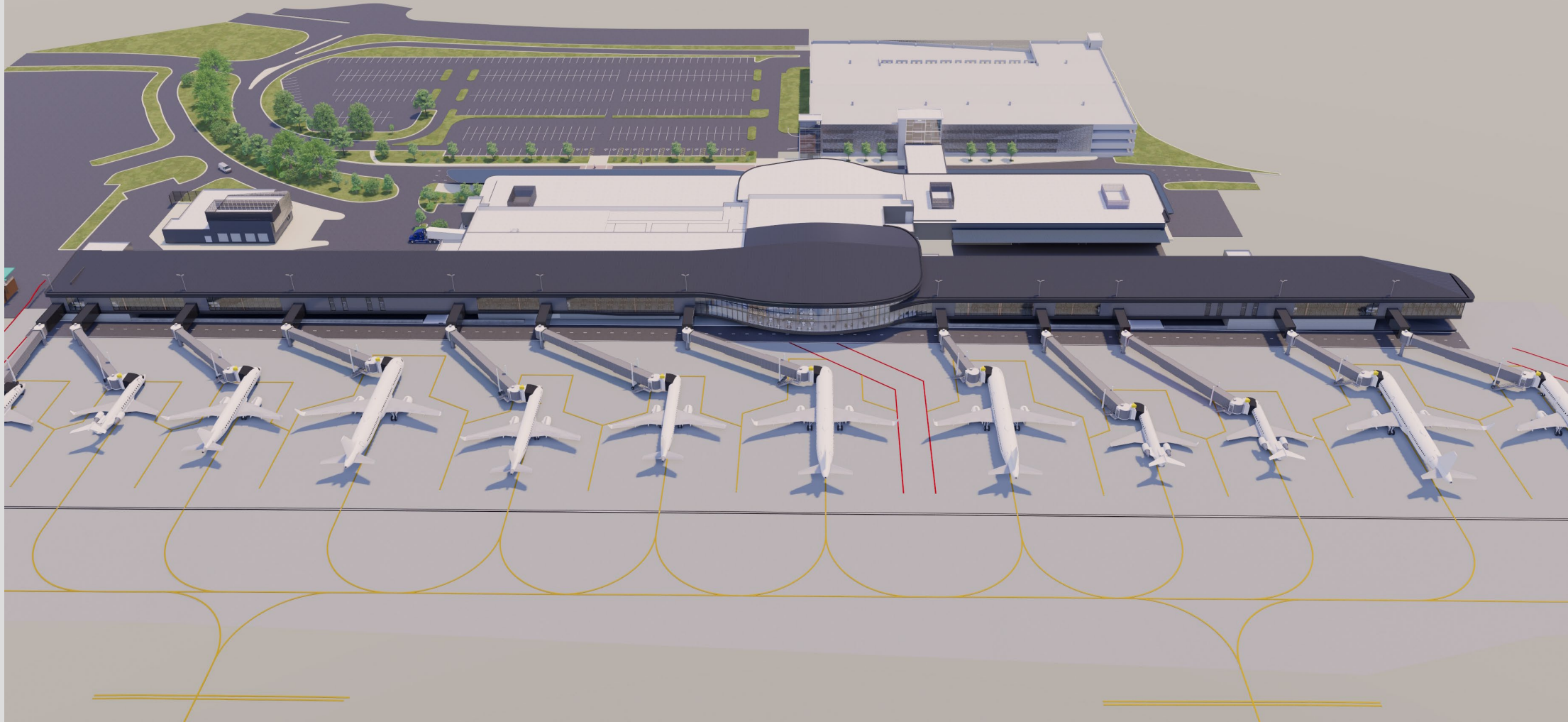


WITH FRITTING APPLIED

NO FRITTING



# AERIAL – AIRSIDE



# AIRSIDE

EXTERIOR FINISH REVIEW

## Cladding Tones

HIGH-PERFORMANCE COATING SELECTIONS:

1



METEOR SHOWER

2



PEWTER

3

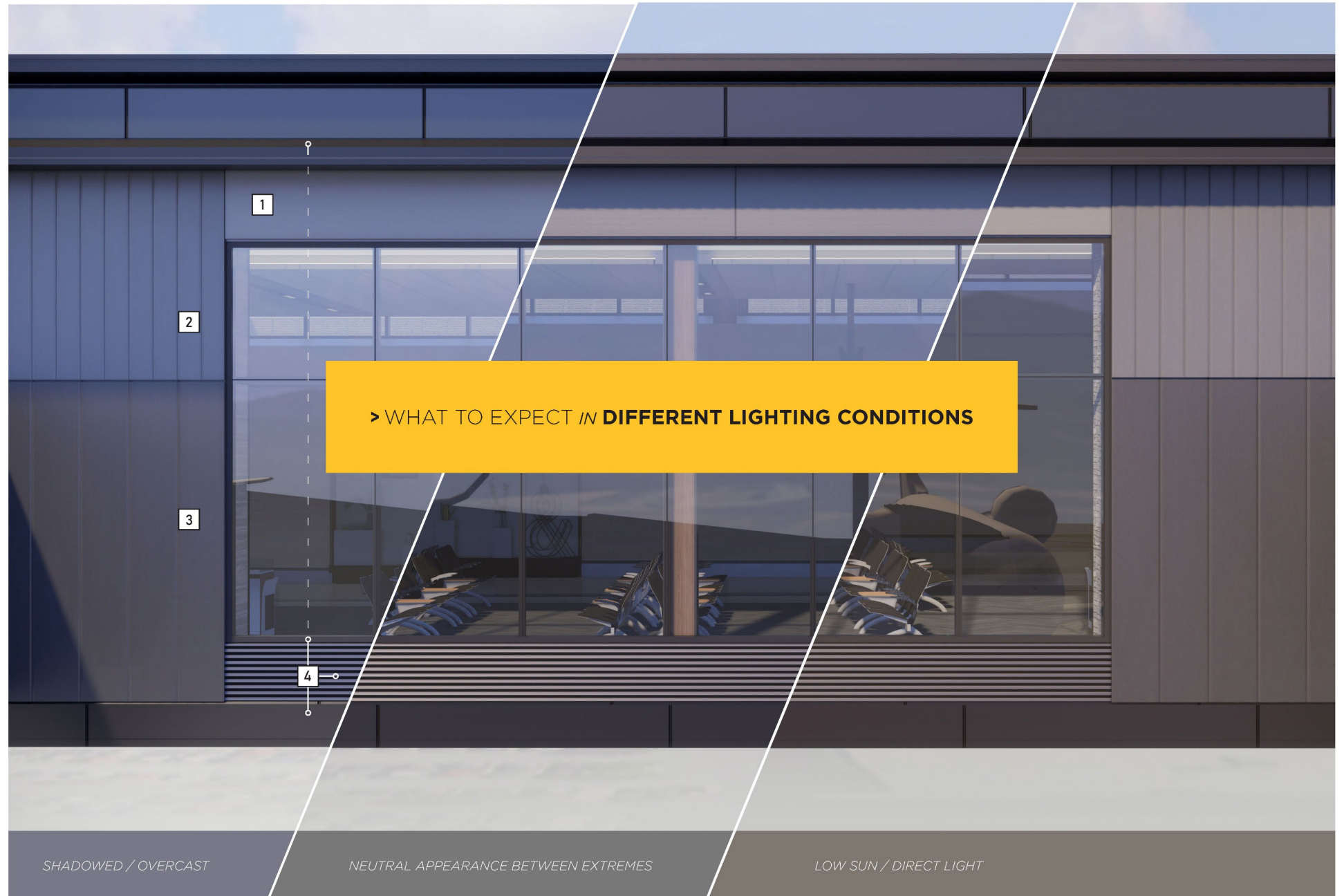


MOMA BLACK I

4



BLACK ETCHED STEEL



> WHAT TO EXPECT IN DIFFERENT LIGHTING CONDITIONS

SHADOWED / OVERCAST

NEUTRAL APPEARANCE BETWEEN EXTREMES

LOW SUN / DIRECT LIGHT

Interior Finish

# HOLDROOM

EXISTING



# HOLDROOM

EXISTING



# HOLDROOM

NEW

1. ACOUSTICAL  
CEILING PANELS

2. WOOD ACCENT

3. STONE

4. PORCELAIN TILE

5. TERRAZZO FLOORS

6. CARPET TILE

7. METAL WALL  
PANEL

8. METAL COLUMN  
WRAPS

9. ELECTROCHROMIC  
GLAZING





# CHECKPOINT

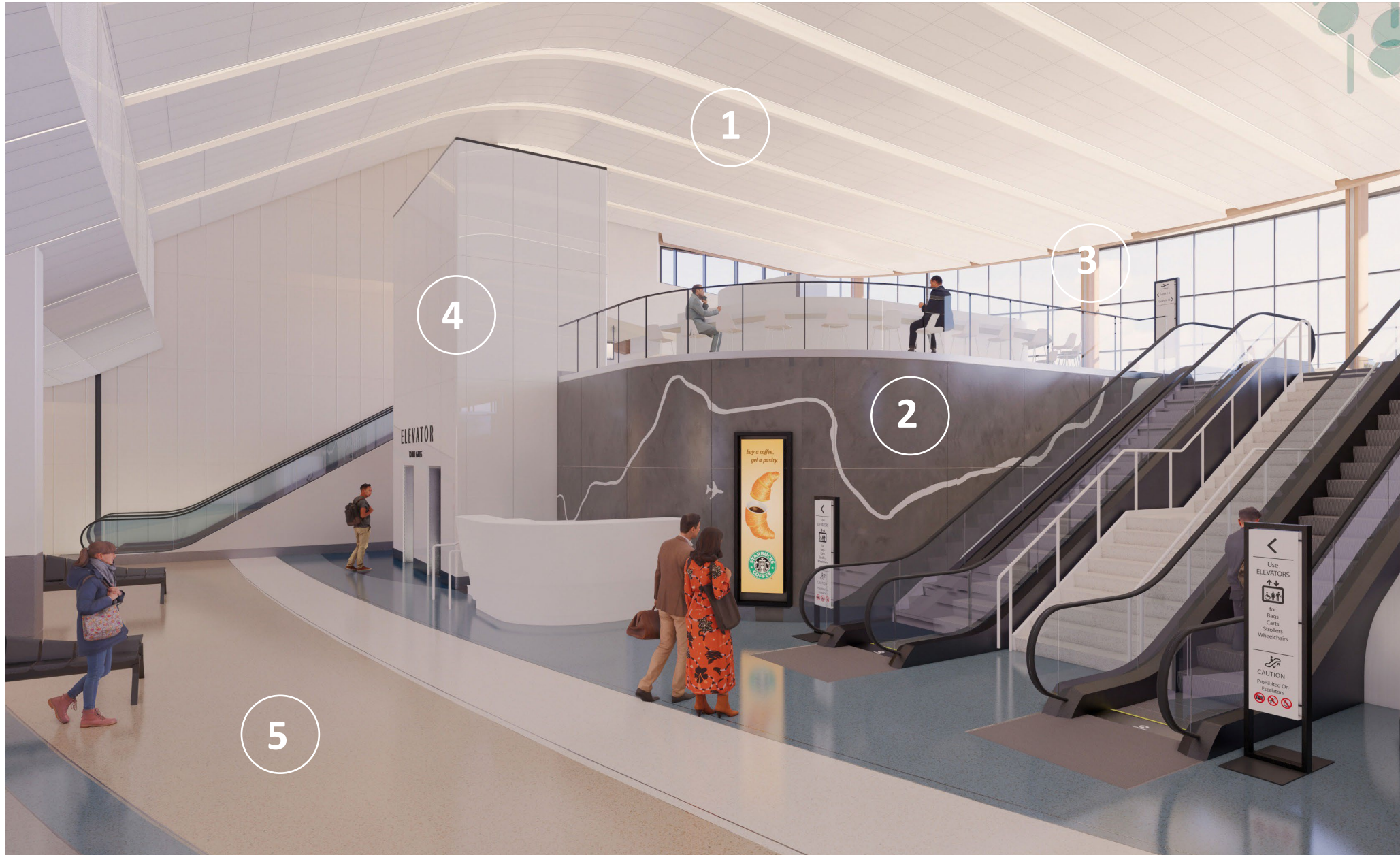
EXISTING



# CHECKPOINT

NEW

1. ACOUSTICAL METAL CEILING PANELS
2. CUSTOM SOLID SURFACE WALL PANELS
3. METAL COLUMN WRAPS
4. GLASS WALL PANELS
5. TERRAZZO FLOORS



# TICKETING

EXISTING



# TICKETING

EXISTING



# TICKETING

NEW

1. ACOUSTICAL  
CEILING PANELS

2. WOOD ACCENT

3. DECORATIVE METAL  
PERFORATED CEILING

4. METAL WALL PANEL

5. TERRAZZO FLOORS

6. STONE



# MEET+GREET

EXISTING



# MEET+GREET

NEW

1. ACOUSTICAL METAL  
CEILING PANELS

2. WOOD ACCENT

3. WOOD GRAIN METAL  
COLUMN WRAPS

4. COMPACT  
LAMINATE PANELS

5. TERRAZZO FLOORS

6. STONE

7. ARTWORK



# BAG CLAIM

EXISTING

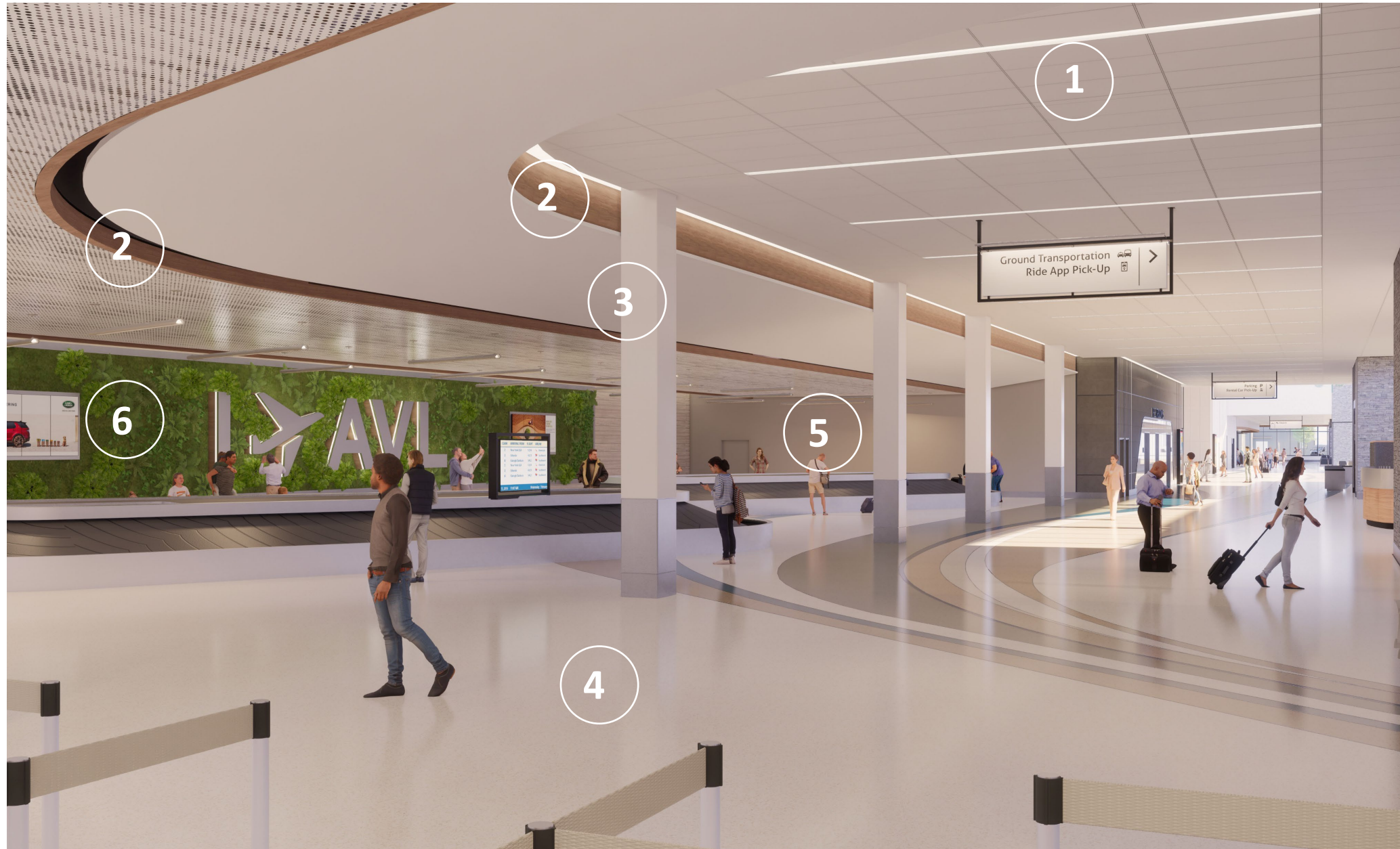




# BAG CLAIM

NEW

- 1. ACOUSTICAL CEILING
- 2. WOOD ACCENT
- 3. METAL COLUMN WRAPS
- 4. TERRAZZO FLOORS
- 5. PORCELAIN TILE
- 6. LIVING WALL
- 7. DECORATIVE METAL PERFORATED CEILING



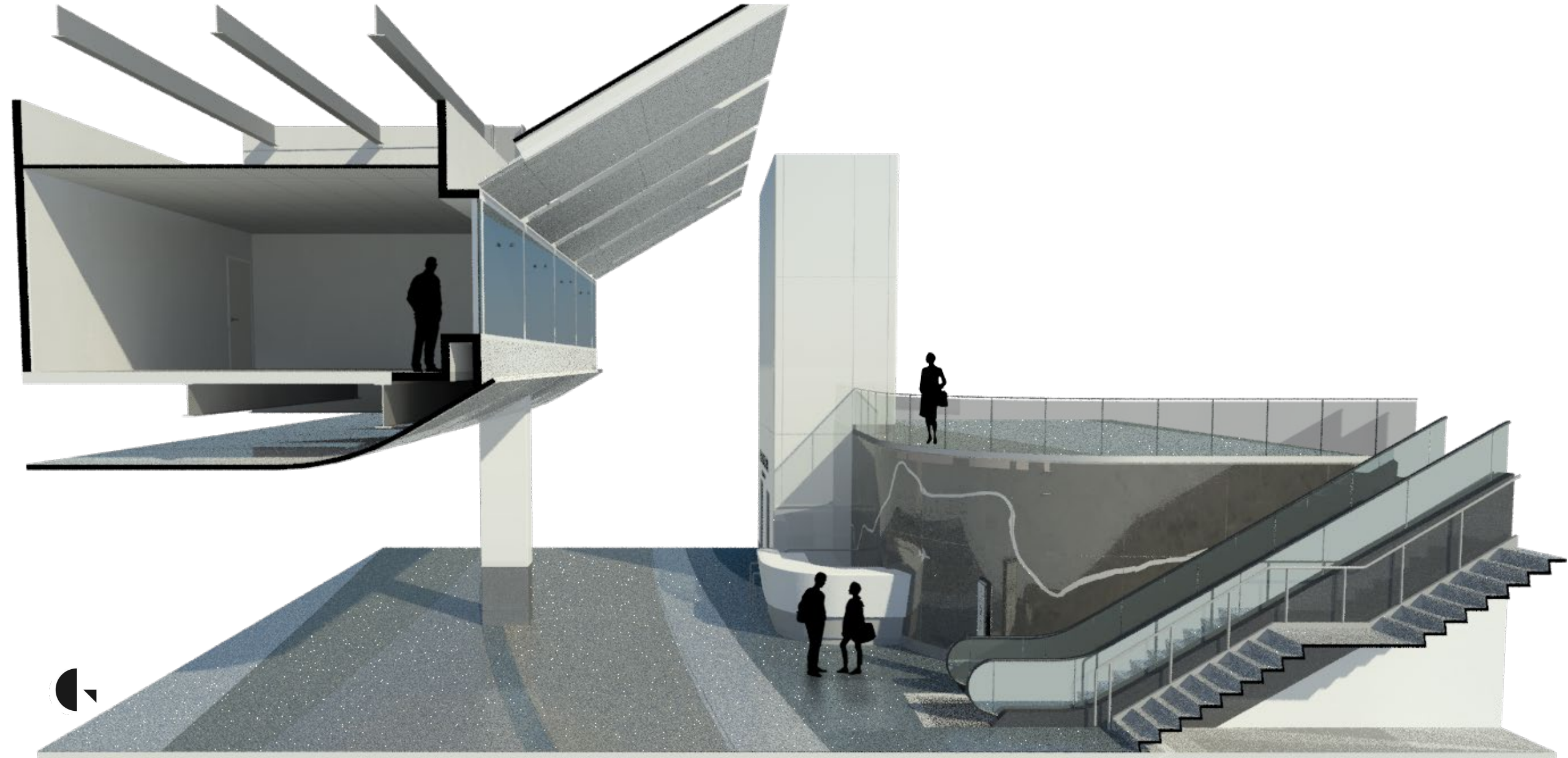
# CHECKPOINT

NEW



# LINE OF SIGHT CONSIDERATION

POST SSCP

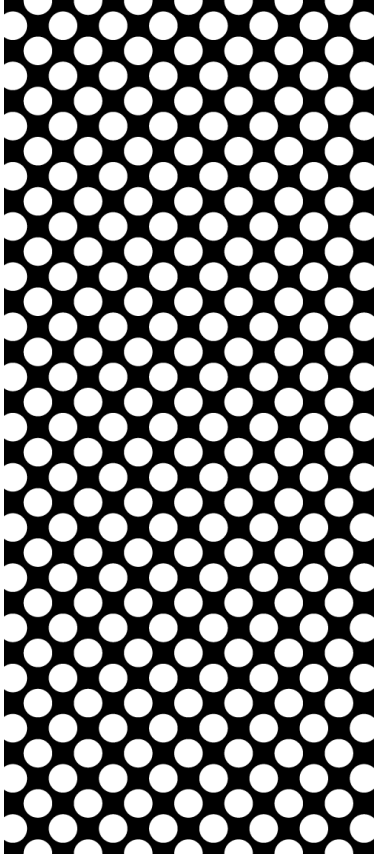


# ADMIN AREA

INTERIOR GLAZING REVIEW

## Perforated Film

ONE-WAY VISIBILITY **PRIVACY FILM:**



50% OPENNESS PERFORATION PATTERN



WITH PRIVACY FILM APPLIED

NO FILM

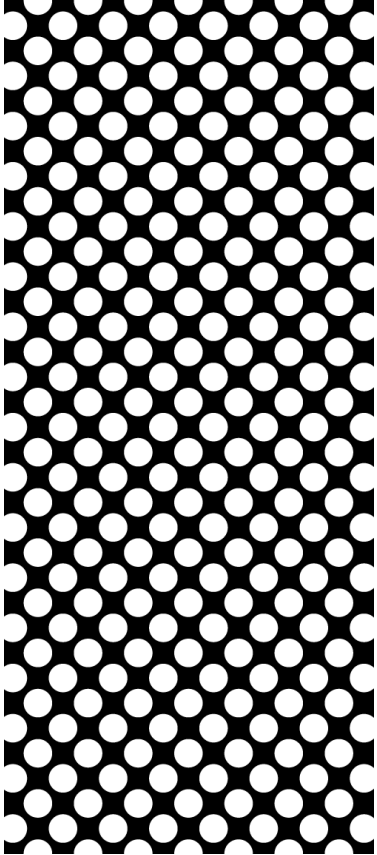


# ADMIN AREA

INTERIOR GLAZING REVIEW

## Perforated Film

ONE-WAY VISIBILITY PRIVACY FILM:



50% OPENNESS PERFORATION PATTERN

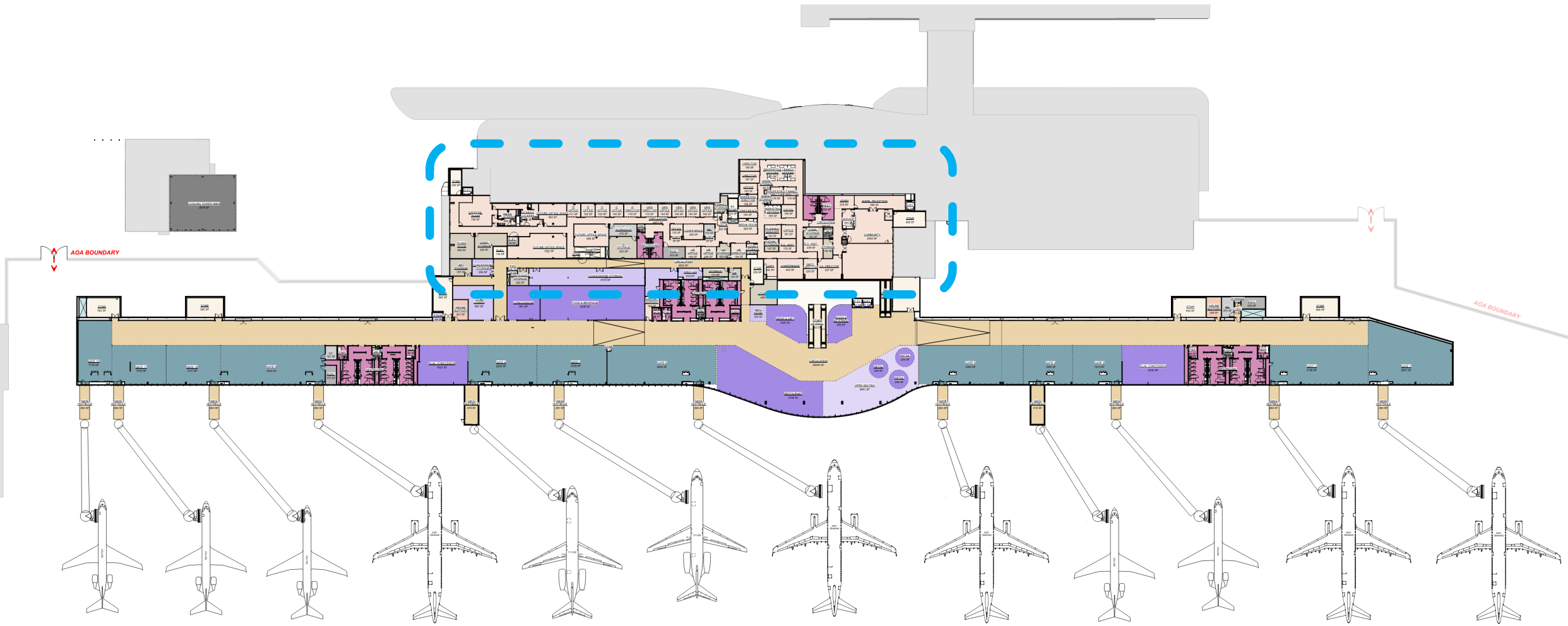


WITH PRIVACY FILM APPLIED

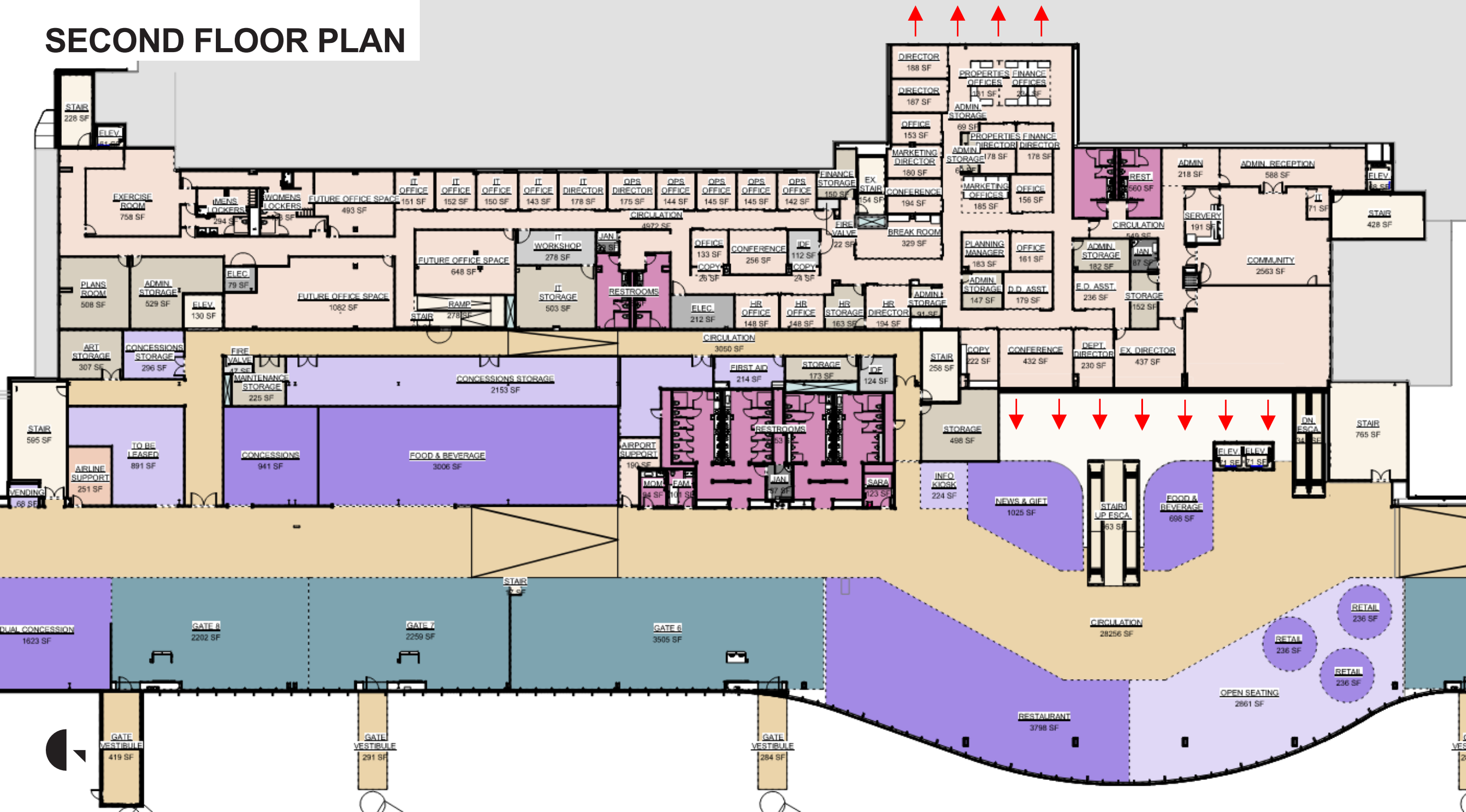
NO FILM



# SECOND FLOOR PLAN



# SECOND FLOOR PLAN



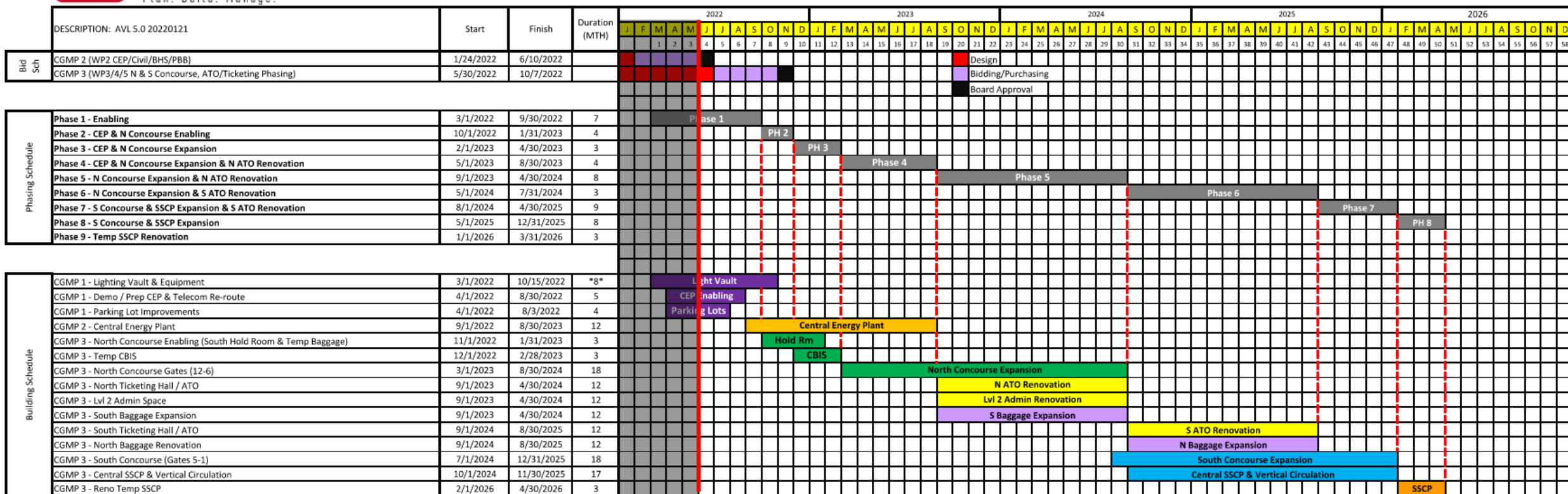
Schedule Update



# Schedule Update



## Asheville Regional Airport Terminal Modernization

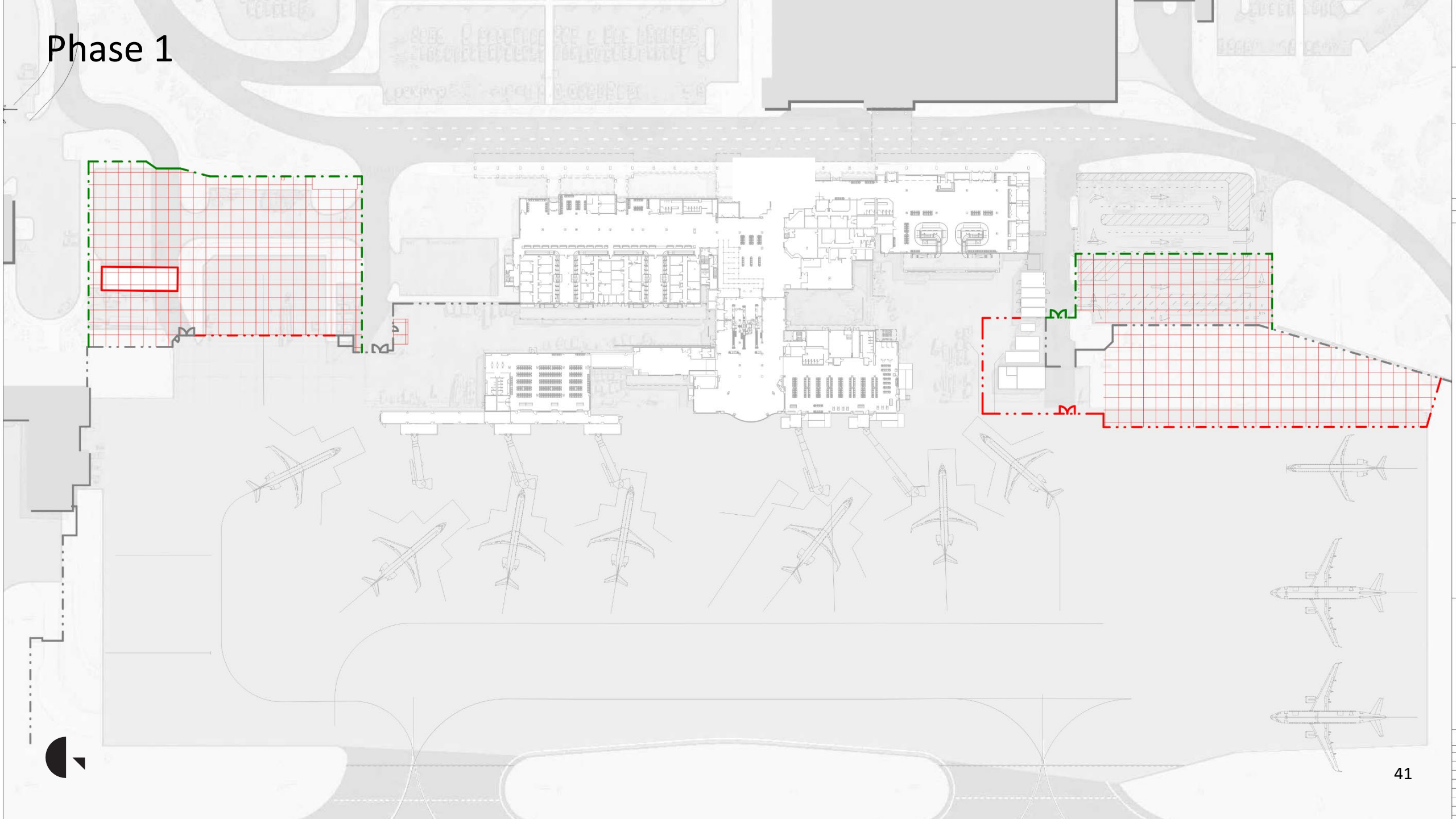


Temp South Holdroom

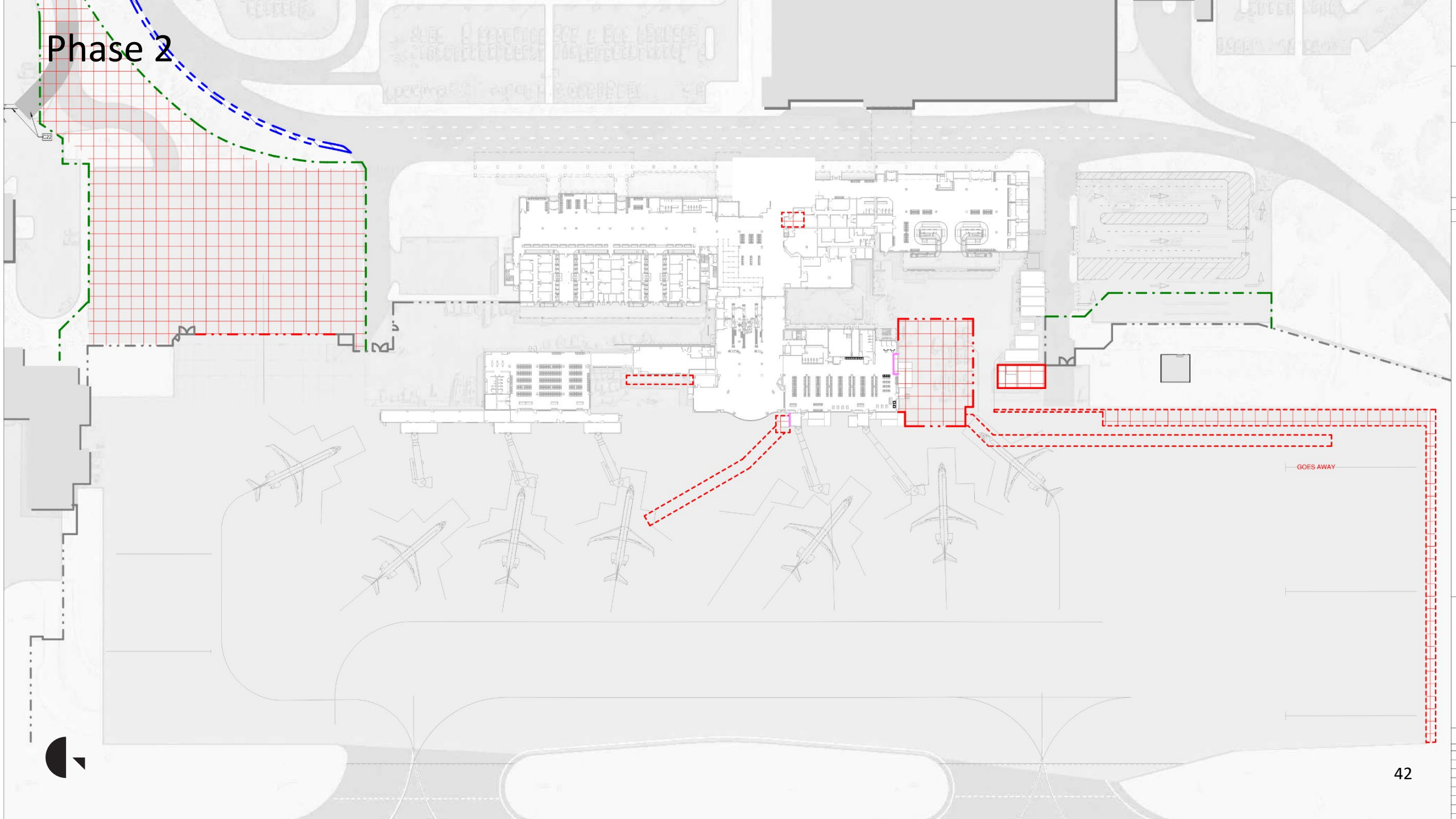
# Program Steps



# Phase 1

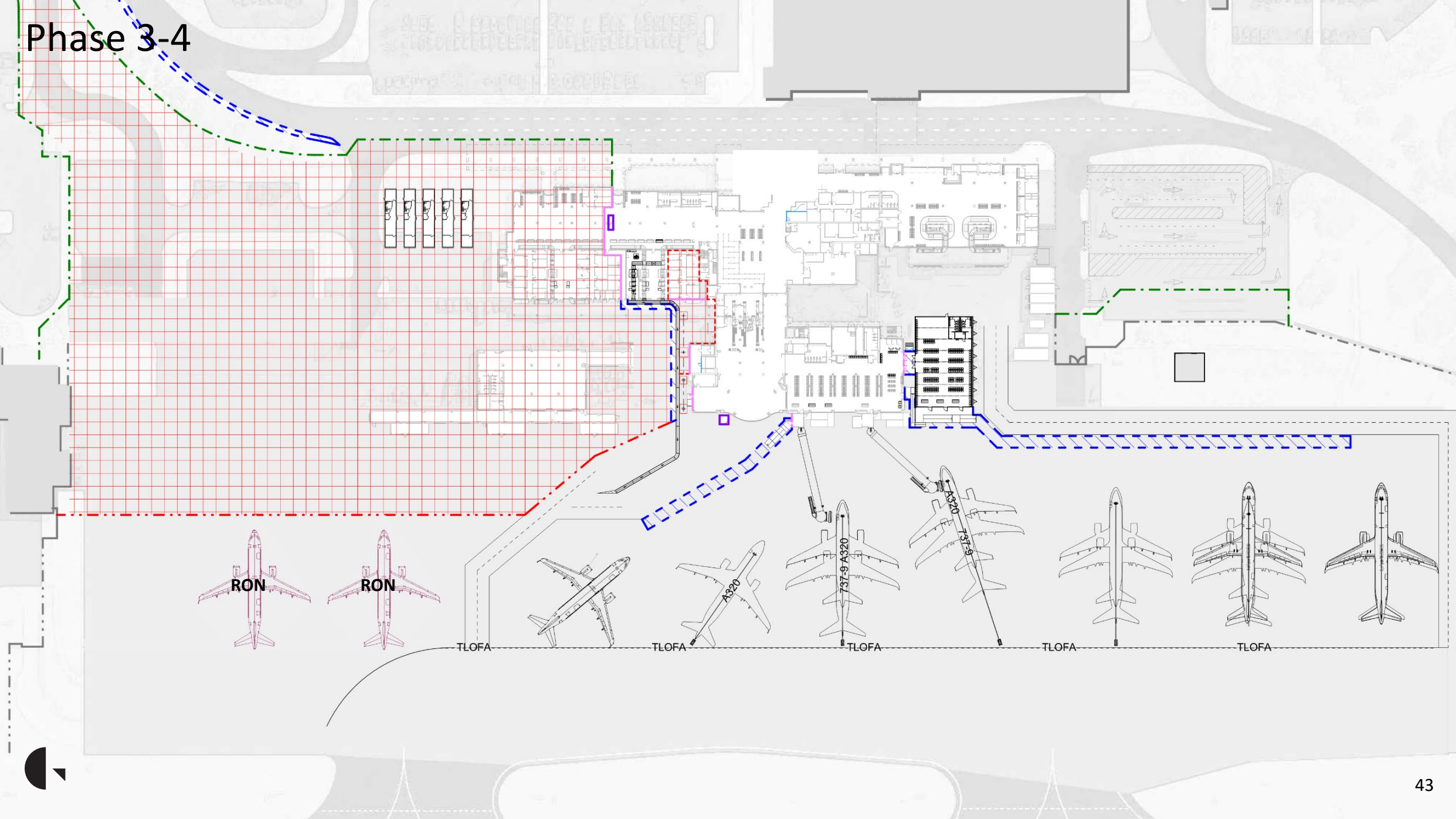


# Phase 2

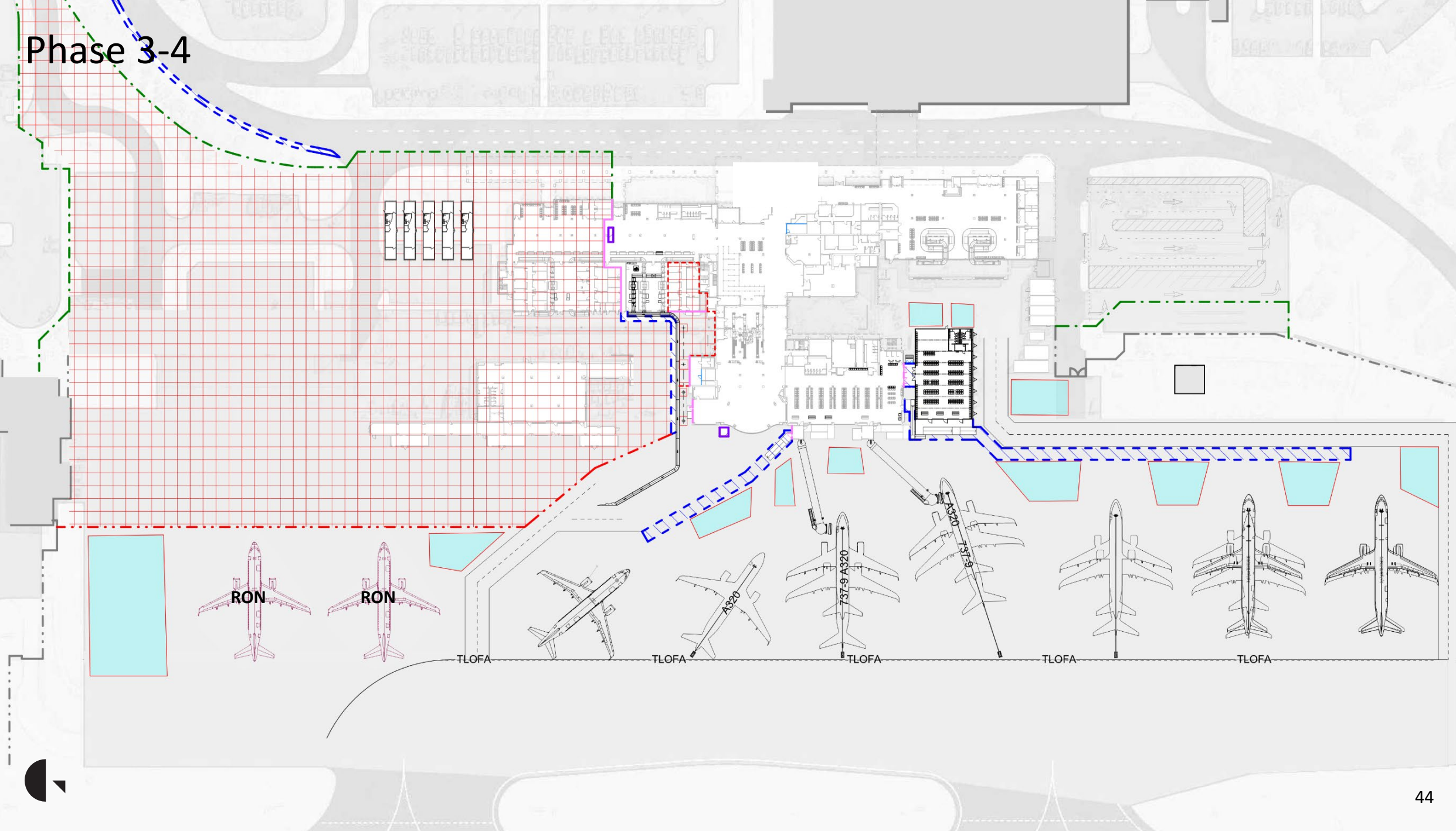


GOES AWAY

# Phase 3-4



# Phase 3-4



# Questions?

**A MODERN GATEWAY, HUMBLY ROOTED  
IN TIMELESS NATURAL BEAUTY**



**Gresham Smith**



**Asheville Regional Airport  
Executive Summary  
March-22**

**AIRPORT ACTIVITY**

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
<b>Passenger Enplanements</b>	67,677	73.4%	157,233	85.7%
<b>Aircraft Operations</b>				
Commercial	1,676	(8.3%)	4,544	3.3%
Scheduled Flights	771	(3.9%)		
Flight Cancellations	51			
Seats	81,074	(0.3%)	211,528	18.4%
Load Factor	83.5%	74.0%	74.3%	56.8%
General Aviation	3,314	(6.0%)	9,221	14.1%
Military	491	41.5%	1,274	82.5%

**FINANCIAL RESULTS**

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
<b>Operating Revenues</b>	\$ 1,672,322	28.5%	\$ 14,306,341	22.2%
<b>Operating Expenses</b>	1,101,373	5.9%	7,053,280	(24.6%)
<b>Net Operating Revenues before Depreciation</b>	<u>\$ 570,949</u>		<u>\$ 7,253,061</u>	
<b>Net Non-Operating Revenues</b>	<u>\$ 553,178</u>	81.4%	<u>\$ 14,197,026</u> *	417.2%
* Includes CARES funds \$3,257,883 and Travelers settlement \$7,000,000				
<b>Grants:</b>				
FAA AIP Grants	\$ 785,371		\$ 5,136,360	
NC Dept of Transportation Grants	-		4,252,332	
Total	<u>\$ 785,371</u>		<u>\$ 9,388,692</u>	

**CASH**

Restricted	\$ 13,053,765
Designated for O&M Reserve	6,038,279
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	19,641,822
Total	<u>\$ 39,383,866</u>

**RECEIVABLES PAST DUE**

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	12,305	3,550	2,205	6,550
Allegiant	2,128	-	2,128	-
American	4,126	-	4,126	-
Delta	85,909	170	3,995	81,744
Elite	280	-	-	280
FAA	147	-	-	147
Paradies	2,059	1,329	-	730
Signature	2,940	2,940	-	-
Spirit	341	-	-	341
TSA	8,290	1,240	-	7,050
United	13,166	581	12,584	-
World Fuel Services	1,758	-	-	1,758
Worldwide	250	-	-	250
Miscellaneous	10,089	6,983	125	2,982
Total	<u>\$ 143,788</u>	<u>\$ 16,793</u>	<u>\$ 25,163</u>	<u>\$ 101,832</u>
% of Total Receivables	<u>12.63%</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	\$ 14,990,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
	<u>\$ 21,000,000</u>	<u>\$ 14,990,000</u>

**CAPITAL EXPENDITURES**

Annual Budget	\$ 43,911,947
Year-to-Date Spending	\$ 10,303,601

**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
April 8, 2022**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, April 8, 2022 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; Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Susan Russo Klein; and Britt Lovin

**MEMBERS ABSENT:** Carl H. Ricker, Jr.; and Thomas M. Apodaca

**STAFF AND LEGAL COUNSEL PRESENT:** Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Tina Kinsey, Director of Marketing, Public Relations & Air Service Development; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Christina Madsen, Airport Properties and Contracts Manager; Jared Merrill, Airport Planning Manager; Samuel Sales, Chief of Public Safety; Angela Wagner, Director of Administration and Human Resources; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

**PRESENT IN PERSON:** Brad Sucher, Gresham Smith; Kerry Friedman, Patla, Straus, Robinson and Moore, P.A.; Adam White, FAA

**ALSO PRESENT VIA TELEPHONE:** John Kasuda, Siemens; Jon McCalmont, Parrish and Partners; James Moose; Avcon; Paul Puckli, CHA Consulting; Bill Case, PFM Financial Advisors; Jon Mize, Womble Bond Dickinson (US), LLP

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

The Director requested a moment to introduce Adam White, Interim Manager, Air Traffic Control Tower; Kerry Friedman with Patla, Straus, Robinson and Moore; Jon Mize with Womble Bond Dickinson; Bill Case with PFM Financial Advisor; and Angela Wagner, the Authority's Director of Administration and Human Resources.

**PRESENTATIONS:** None

**FINANCIAL REPORT:** A review of enplanements, aircraft operations, and general aviation activity for the month of February was provided by the Director. The Board requested that staff include a benchmark against 2019 statistics for future meetings. The Director confirmed that 2019 information would be verbally shared with the Board at the meetings. Janet Burnette reported on the financial activity for the month of February.

**CONSENT ITEMS:** The Chair stated that Consent Item B, Approval of the Greater Asheville Regional Airport Authority March 11, 2022 Closed Session Minutes, would be pulled for review in Closed Session.

**A. Approval of the Greater Asheville Regional Airport Authority March 11, 2022 Regular Meeting Minutes:** Mr. Erwin moved to approve the Greater Asheville Regional Airport Authority March 11, 2022 Regular Meeting Minutes. Ms. Russo Klein seconded the motion and it carried unanimously.

**OLD BUSINESS:**

**A. Public Hearing and Final Adoption of the Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport:** Mr. Lovin moved to open the floor to public comments at 8:39 a.m. Mr. Erwin seconded the motion and it carried unanimously. There being no public comments, Ms. Russo Klein moved to close the floor to public comments at 8:40 a.m. Mr. Lovin seconded the motion and it carried unanimously.

Mr. Erwin moved to adopt Amended Ordinance No. 201601-8 to Implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2022/2023. Ms. Russo Klein seconded the motion and it carried unanimously:

[INTENTIONALLY LEFT BLANK]

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-8

**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 2022-2023 Schedule of Rates, Fees and Charges effective July 1, 2022 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 (1<sup>st</sup>) day of each calendar month.

9.2 On or before the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 \_\_\_\_\_, 2022, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Matthew C. Burrell, Chair

**ATTEST:**

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

# **Exhibit A**

Asheville Regional Airport

2022-2023 Fiscal Year

Schedule of Rates, Fees and Charges

**SUMMARY TABLE****RESULTS**

(Fiscal Years Ending June 30)

	2021	2022	2023
<b>Signatory Airline Rates &amp; Charges:</b>			
Terminal Building Rental Rate (per s.f.)	\$60.16	\$48.90	\$64.68
Passenger-Related Security Fee (per EP)	\$0.70	\$0.90	\$0.86
Landing Fee (per 1,000-lbs)	\$1.76	\$1.74	\$2.18
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.34	\$0.41	\$0.37
Baggage Make-Up & Claim Fee (per bag)	\$0.98	\$1.12	\$1.06
Baggage Make-Up & Claim Fee (per airline)	\$13,205	\$13,417	\$17,745
Gate Area Charge per (enplaned pax)	\$1.10	\$0.90	\$1.21
Gate Area Fee (per airline)	\$33,732	\$34,274	\$45,331
Loading Bridge Fee (per depart.)	\$9.78	\$9.80	\$9.29
<b>Turn Fees <sup>1</sup></b>			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$322.00	\$277.00	\$398.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$361.00	\$330.00	\$457.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$387.00	\$369.00	\$502.00
Average AVL CPE	\$5.12	\$6.02	\$6.12

<sup>1</sup> Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives, and ticket counter

Source: Airport management records

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



**Table 1****AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2021	2022	2023
<u>Enplaned Passengers:</u>			
Allegiant	420,000	300,000	440,000
American <sup>1</sup>	187,000	125,000	170,000
Delta	158,000	105,000	175,000
Jet Blue			4,080
Sun Country			11,500
Spirit	21,000	0	0
United	80,000	65,000	50,000
<b>Total</b>	<b>866,000</b>	<b>595,000</b>	<b>850,580</b>
<u>Estimated Checked Bags:</u>			
Allegiant	130,550	111,000	162,800
American <sup>1</sup>	81,812	46,250	62,900
Delta	110,652	69,300	115,500
Jet Blue			1,428
Sun Country			4,025
Spirit	6,300	0	0
United	50,805	44,200	34,000
<b>Total</b>	<b>380,119</b>	<b>270,750</b>	<b>380,653</b>
<u>Departures:</u>			
Allegiant	2,677	2,167	3,204
American <sup>1</sup>	3,414	2,589	3,125
Delta	2,577	1,901	2,081
Jet Blue			68
Sun Country			108
Spirit	125	0	0
United	1,429	1,704	1,100
<b>Total</b>	<b>10,222</b>	<b>8,361</b>	<b>9,686</b>
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	380,317	308,227	452,425
American <sup>1</sup>	222,724	174,329	209,758
Delta	178,253	136,739	217,580
Jet Blue			6,446
Sun Country			15,000
Spirit	18,258	0	0
United	88,301	80,871	57,394
<b>Total</b>	<b>887,853</b>	<b>700,166</b>	<b>958,603</b>

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)

	2021	2022	2023
<u>Preferential Space:</u> <sup>1</sup>			
Allegiant	1,331	1,526	1,396
American	2,297	2,297	2,436
Delta	2,609	2,609	2,609
Sun Country			267
Spirit	905	0	0
United	1,593	1,593	1,593
CRJ			462
Worldwide/CRJ	161	161	0
<b>Total Preferential Space</b>	<b>8,896</b>	<b>8,186</b>	<b>8,763</b>
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
<b>Total Joint Use Space</b>	<b>26,005</b>	<b>26,005</b>	<b>26,005</b>
<b>Total Airline Rented</b>	<b>34,901</b>	<b>34,191</b>	<b>34,768</b>
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	285	285	235
Queue (unassigned)	456	540	460
Vacant Airline Preferential Space	1,210	1,836	1,389
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
<b>Total</b>	<b>27,320</b>	<b>28,030</b>	<b>27,453</b>
<b>Total Rentable Space</b>	<b>62,221</b>	<b>62,221</b>	<b>62,221</b>
<b>Public and Other Areas</b>	<b>45,628</b>	<b>45,628</b>	<b>45,628</b>
<b>Total Terminal Space</b>	<b>107,849</b>	<b>107,849</b>	<b>107,849</b>

Note: Amounts may not add due to rounding.

<sup>1</sup> 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**

(Fiscal Years Ending June 30)

		2021	2022	2023
<u>Depreciation:</u> <sup>1</sup>				
Gross Depreciation		\$4,700,000	\$4,700,000	\$5,400,000
Less: Grant & PFC Amortization		(3,200,000)	(3,200,000)	(3,800,000)
Net Depreciation	[A]	\$1,500,000	\$1,500,000	\$1,600,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$210,000	\$210,000	\$224,000
Terminal Building	[A*C]	450,000	450,000	480,000
Parking, Roadway, and Ground Trans.	[A*D]	495,000	495,000	528,000
General Aviation Area	[A*E]	240,000	240,000	256,000
Other Area	[A*F]	105,000	105,000	112,000
Net Depreciation	[A]	\$1,500,000	\$1,500,000	\$1,600,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

**Table 3****DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY**

(Fiscal Years Ending June 30)

		2021	2022	2023
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Source: Airport management records

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

**Table 4****OPERATION AND MAINTENANCE EXPENSES**

(Fiscal Years Ending June 30)

		2021	2022	2023
<u>By Category:</u>				
Personnel Services		\$7,863,075	\$6,915,740	\$8,946,137
Professional Services		489,670	\$280,450	\$486,400
Utilities		545,117	\$479,567	\$489,267
Promotional Activities		353,025	\$237,325	\$329,075
Maintenance and Repairs		322,200	\$243,800	\$280,700
Contracted Services		1,838,377	\$870,295	\$1,949,830
Insurance Expense		330,725	\$334,400	\$334,400
Materials and Supplies		495,253	\$378,450	\$491,500
Other Expenses		574,848	\$349,010	\$466,570
Total O&M Expenses	[A]	<u>\$12,812,290</u>	<u>\$10,089,037</u>	<u>\$13,773,879</u>
<u>By Cost Center (%):</u>				
Airfield Area	[B]	25.6%	26.4%	25.8%
Terminal Building	[C]	46.0%	48.1%	45.9%
Parking, Roadway, and Ground Trans.	[D]	15.0%	11.5%	14.9%
General Aviation Area	[E]	9.5%	9.9%	9.6%
Other Area	[F]	3.8%	4.1%	3.9%
Total		<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$3,284,722	\$2,665,092	\$3,547,914
Terminal Building	[A*C]	5,888,847	4,854,633	6,316,122
Parking, Roadway, and Ground Trans.	[A*D]	1,927,664	1,160,524	2,048,797
General Aviation Area	[A*E]	1,221,329	995,484	1,325,899
Other Area	[A*F]	489,728	413,304	535,147
Total O&M Expenses	[A]	<u>\$12,812,290</u>	<u>\$10,089,037</u>	<u>\$13,773,879</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)

		2021	2022	2023
<u>Airfield Requirement:</u>				
O&M Expenses		\$3,284,722	\$2,665,092	\$3,547,914
Less: Deicing Chemicals		(74,305)	(76,535)	(40,000)
O&M Reserve Requirement		300,190	(278,773)	441,411
Net Depreciation		210,000	210,000	224,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$3,850,187	\$2,649,366	\$4,302,906
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$70,000	\$102,307	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$70,000	\$102,307	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$3,780,187	\$2,547,059	\$4,187,906
Airline Landed Weight	[F]	887,853	700,166	958,603
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.26	\$3.64	\$4.37
Revenue Share Credit	[H]	\$2,221,753	\$1,327,560	\$2,094,340
Adjusted Airline Net Requirement	[I=E-H]	\$1,558,434	\$1,219,499	\$2,093,566
Airline Landing Fee	[J=I/F]	\$1.76	\$1.74	\$2.18
Airline Landing Fee Revenue	[K=F*J]	\$1,558,434	\$1,219,499	\$2,093,566

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)

		2021	2022	2023
<u>Terminal Requirement:</u>				
O&M Expenses		\$5,888,847	\$4,854,633	\$6,316,122
O&M Reserve Requirement		502,586	(462,618)	730,744
Net Depreciation		450,000	450,000	480,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$6,891,433	\$4,892,015	\$7,576,866
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$603,922	\$533,724	\$731,739
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge Fees		100,000	81,955	90,000
Total Terminal Credits	[B]	\$720,385	\$632,142	\$838,202
Net Requirement	[C=A-B]	\$6,171,048	\$4,259,873	\$6,738,664
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$99.18	\$68.46	\$108.30
Airline Rented Space (s.f.)	[F]	34,901	34,191	34,768
Airline Requirement	[G=E*F]	\$3,461,464	\$2,340,839	\$3,765,447
Revenue Share Credit	[H]	\$1,361,719	\$668,771	\$1,516,591
Adjusted Airline Requirement	[I=G-H]	\$2,099,745	\$1,672,068	\$2,248,856
Airline Rented Space (s.f.)	[F]	34,901	34,191	34,768
Adjusted Airline Terminal Rate	[J=I/F]	\$60.16	\$48.90	\$64.68
Airline Terminal Rentals	[K=F*J]	\$2,099,745	\$1,672,068	\$2,248,856

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)

		2021	2022	2023
<u>Loading Bridge Requirement:</u>				
Operating Expenses		\$100,000	\$81,955	\$90,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$100,000	\$81,955	\$90,000
Total Departures	[B]	10,222	8,361	9,686
Loading Bridge Fee (per Departure)	[C=A/B]	\$9.78	\$9.80	\$9.29
Total Loading Bridge Revenue	[D=B*C]	\$100,000	\$81,955	\$90,000

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)

		2021	2022	2023
Adjusted Signatory Airline Terminal Rate	[A]	\$60.16	\$48.90	\$64.68
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$440,152	\$357,780	\$473,212
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,124,384	913,962	1,208,838
Total Joint Use Requirement	[G=D+E+F]	\$1,564,536	\$1,271,742	\$1,682,050
<u>Baggage Make-Up &amp; Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$374,129	\$304,113	\$402,230
Checked Bags	[I]	380,119	270,750	380,653
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$0.98	\$1.12	\$1.06
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$66,023	\$53,667	\$70,982
Number of Airlines	[L]	5	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$13,205	\$13,417	\$17,745
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$955,726	\$776,868	\$1,027,512
Enplaned Passengers	[O]	866,000	866,000	850,580
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.10	\$0.90	\$1.21
Gate Area Requirement (15%)	[Q=E*15%]	\$168,658	\$137,094	\$181,326
Number of Airlines	[L]	5	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$33,732	\$34,274	\$45,331
Total Joint Use Revenue	[G]	\$1,564,536	\$1,271,742	\$1,682,050

Source: Airport management records

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

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

(Fiscal Years Ending June 30)

		2021	2022	2023
Adjusted Signatory Airline Terminal Rate	[A]	\$60.16	\$48.90	\$64.68
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$276,509	\$224,762	\$297,277
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$292,972	\$241,225	\$313,740
Enplaned Passengers	[F]	866,000	595,000	850,580
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.34	\$0.41	\$0.37
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

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)

		2021	2022	2023
Personnel-Related Security Cost	[A]	\$1,700,149	\$1,639,833	\$1,882,397
<u>Officer Deployment Hours:</u>				
Total Hours (18 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,174
Holiday (11 Holidays)		(198)	(198)	(198)
Vacation (12 Days)		(216)	(216)	(216)
Training (8 hrs per month per officer)		(144)	(144)	(144)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(162)
Available Hours/Officer	[B]	1,454	1,454	1,454
Number of Officers	[C]	20	20	20
Total Available Hours	[D=B*C]	29,072	29,072	29,072
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,880)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	26,192
Personnel-Related Security Cost per Hour	[G=A/F]	\$64.91	\$62.61	\$71.87
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$426,465	\$411,336	\$472,180
Contract Security - Exit Lane				\$60,000
Less: TSA Reimbursement		(116,800)	(116,800)	(116,800)
Net Personnel-Related Costs	[H]	\$309,665	\$294,536	\$415,380
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$60.16	\$48.90	\$64.68
Security Checkpoint Space Costs	[K=I*J]	\$294,257	\$239,188	\$316,359
Passenger-Related Security Charges	[L=H+K]	\$603,922	\$533,724	\$731,739
Enplaned Passengers	[M]	866,000	595,000	850,580
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.70	\$0.90	\$0.86
Passenger-Related Security Charges	[O=M*N]	\$603,922	\$533,724	\$731,739

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)

		2021	2022	2023
<u>Airline Revenue:</u>				
Terminal Rentals		\$2,099,745	\$1,672,068	\$2,248,856
Loading Bridge Fees		100,000	81,955	90,000
Landing Fees		1,558,434	1,219,499	2,093,566
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		603,922	533,724	731,739
Deicing Chemicals		74,305	76,535	40,000
Total	[A]	\$4,436,406	\$3,583,780	\$5,204,161
Enplaned Passengers	[B]	866,000	595,000	850,580
Cost Per Enplaned Passenger	[C=A/B]	\$5.12	\$6.02	\$6.12

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**

(Fiscal Years Ending June 30)

		2021	2022	2023
<u>Per Turn Requirement:</u>				
Joint Use Cost <sup>1</sup>		\$1,564,536	\$1,271,742	\$1,682,050
Loading Bridge Cost		100,000	81,955	90,000
Unassigned Ticket Counter Cost		292,972	241,225	313,740
Passenger Related Security Charge Cost		603,922	533,724	731,739
Deicing Chemicals Cost		74,305	76,535	40,000
Total	[A]	\$2,635,735	\$2,205,179	\$2,857,529
Total Departures	[B]	10,222	8,361	9,686
Average Per Turn Cost	[C=A/B]	\$257.85	\$263.75	\$295.02
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*135%]	\$322.00	\$277.00	\$398.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*155%]	\$361.00	\$330.00	\$457.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*170%]	\$387.00	\$369.00	\$502.00

Note: Amounts may not add due to rounding.

<sup>1</sup> 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 2022/2023 Budget:** Ms. Russo Klein moved to open the floor to public comments at 8:42 a.m. Mr. Lovin seconded the motion and it carried unanimously. There being no public comments, Ms. Russo Klein moved to close the floor to public comments at 8:43 a.m. Mr. Lovin seconded the motion and it carried unanimously.

Mr. Erwin moved to adopt the Fiscal Year 2022/2023 Budget Ordinance. Ms. Russo Klein seconded the motion and it carried unanimously:

[INTENTIONALLY LEFT BLANK]

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
2022-2023  
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 2022-2023 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, 2022 and ending June 30, 2023 in accordance with the following schedules:

**EXPENDITURES**

Administration Department	\$ 1,090,713
Planning Department	494,471
Executive Department	1,066,793
Finance Department	551,286
Guest Services Department	284,036
Information Technology Department	1,562,991
Marketing Department	848,335
Operations Department	5,239,458
Properties & Contracts	231,169
Public Safety Department	2,521,427
Emergency Repair Costs	50,000
Carry-over Capital Expenditures from Prior Year	15,989,000
Capital Improvement	263,050,000
Equipment and Small Capital Outlay	9,000
Renewal and Replacement	639,664
Business Development	300,000
Debt Service	1,687,189
Contingency	100,000
<b>Total Expenditures</b>	<b><u><u>\$295,715,532</u></u></b>

**Section 2.** It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

**REVENUES**

Administration (Interest Income)	\$ 25,000
Terminal	8,797,453
Airfield	2,256,555
General Aviation	1,146,216
Parking Lot	7,710,000
Other	395,307
Passenger Facility Charges	3,000,000
Customer Facility Charges	2,000,000
Federal Grants (including CARES/ARPA)	16,422,333
NC Department of Transportation Grants	4,800,000
Transfer from GARAA Cash/Investments	249,162,667
<b>Total Revenues</b>	<u><u>\$295,715,532</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, 2022.

Adopted this \_\_\_\_ day of April, 2022

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Matthew C. Burrell, Chair

Attested by:

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Ellen Heywood, Clerk to the Board

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**NEW BUSINESS:**

**A. Approval of Task Order No. 2 Part C with GS&P N.C. an Affiliate of Gresham Smith and Partners for Terminal Building Phase 2 Modernization Construction Administration and Additional Services:**

Jared Merrill briefly reviewed the task orders for GS&P N.C. previously approved by the Board for the Terminal Building Modernization and Expansion project. Mr. Merrill stated that Task Order No. 2 Part C will cover the contract construction administration and additional services for the project including meetings, submittal review, requests for information, record documents, supplemental instructions, design team site inspections, etc. These services will be provided throughout the course of construction. Task Order No. 2 Part C also covers additional design services that were needed to convert the project to a Component Guaranteed Maximum Price model. This does not include Resident Project Representative services. Mr. Merrill informed the Board that the total cost for Task Order No. 2 Part C services was not to exceed \$7,232,602.00 and would only be billed for pro-rata work performed monthly. When added to the approved contract cost of \$12,608,794.00, the total contract will not exceed \$19,841,396.00. Airport funds will be used to cover the Part C services and will require 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, 2022:

**Section 1.** To amend the appropriations as follows:

**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	<u>\$7,232,602.00</u>
Totals	_____	<u><u>\$7,232,602.00</u></u>

This will result in a net increase of \$7,232,602.00 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$7,232,602.00</u>
Totals	_____	<u><u>\$7,232,602.00</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 8<sup>th</sup> day of April 2022.

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Matthew C. Burril, Chair

Attested by:

---

Ellen Heywood, Clerk to the Board

Mr. Lovin moved to approve Task Order No. 2 Part C with Gresham Smith in an amount not to exceed \$7,232,602.00 conditional upon Independent Fee Estimator and FAA review and approval; authorize the Executive Director to execute the necessary documents; and amend the FY2021/2022 budget by adopting the budget ordinance amendment presented by staff. Mr. Erwin seconded the motion and it carried unanimously.

**B. Approval of Amended Body-Worn Camera and Dashboard Camera Policy:**

Chief Samuel Sales advised the Board that the body-worn camera policy was being amended to meet current State statutes including the addition of dashboard cameras, standardizing definitions, and it also clarifies the requirements for the use of body-worn cameras. Chief Sales explained that specific details that may change due to advances in technology, developments in manufacturer specific procedures, modification of administrative processes or adjustment of training methods were transitioned to a departmental directive. The transfer of those details allows staff to adopt procedural or technological changes through the directive while maintaining the core principles of the policy.

The Board requested an explanation of some of the changes that may be addressed in the departmental directive and Chief Sales provided a few examples of these occurrences.

Mr. Erwin moved to approve the amended Body-Worn Camera and Dashboard Camera Policy. Mr. Lovin seconded the motion and it carried unanimously.

**C. Approval of Bond Issuance:** Janet Burnette reported that the Authority's bond counsel, Womble Bond Dickinson LLP, has prepared the draft documents for the bond financing for the Terminal Expansion Project and the Air Traffic Control Tower. Mrs.

Burnette explained that the Amended and Restated General Trust Indenture was the master financing document establishing the security structure for the Authority's bond issuances; the Series Indenture, No. 2 includes the specific details of the 2022A Bonds; the Preliminary Official Statement is the securities offering document for potential investors in the 2022A Bonds; the Bond Purchase Agreement is the contract between the Authority, the Underwriters of the 2022A Bonds, and the LGC pursuant to which the Underwriters agree to buy the 2022A bonds.

The Director stated that the maximum amount of bonds would be \$275,000,000.00 and there will be two series of bonds sold. The first bonds in the amount of approximately \$175,000,000 to \$185,000,000.00 will be sold at the end of May. The remaining bonds will be sold in early fall after staff has determined if the Authority will receive any grant funding from the FAA. The Director further stated that a TEFRA Hearing was held with no one attending. The Director further stated that IRS tax regulations required that Henderson County and Buncombe County give approval for the sale of tax-exempt bonds, and county commissioners from both counties have given approval. The LGC should give approval to sell the bonds the first week of May. Raymond James has been chosen as the senior underwriter and a junior underwriter is yet to be selected.

The Director also informed the Board that staff is working with Bill Case of PFM Financial Advisors on the Authority's credit rating for the sale of the bonds publicly and provided a brief overview of the process.

The Chair affirmed that Raymond James bought the bonds for the parking garage. The Director confirmed that this was correct and that it was a private placement, therefore, a credit rating was not necessary for those bonds. Kerry Friedman with Patla, Straus, Robinson & Moore, P.A. agreed and stated that the 2016B taxable bonds have been paid off, but that the Authority is still paying for the 2016A bonds with Raymond James and that the 2022A bonds are a public financing as opposed to a private.

The Board inquired if there would be any market impact on the initial issuance since it would be broken into two phases. Bill Case stated that it was not unusual for bond issuances to be done in multiple phases for major financing on a project, and that in terms of the way the investors will be looking at it, it would not be an issue.

The Board also questioned what rating could be expected for the Authority to which Mr. Case responded that he believed it could be in the lower A range to high B+++ range, and that this was a very strong rating.

Mr. Lovin moved to approve the bond financing documents in substantial form as presented by staff; approve the issuance of the 2022A Bonds pending LGC approval, and to authorize the Chair of the Authority Board, the Executive Director and the Director of Finance to execute the necessary documents on the bond closing date. Mr. Galbraith seconded the motion and it carried unanimously:

A regular meeting of the Board of Directors of the Greater Asheville Regional Airport Authority was held in the Board Room of the Greater Asheville Regional Airport Authority Offices, located on the second floor of the Airport, 61 Terminal Drive, Suite 1, Fletcher, North Carolina, the regular place of meeting, at 8:30 a.m. on April 8, 2022.

Present: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_

Also Present: \_\_\_\_\_

\_\_\_\_\_

\* \* \* \* \*

\_\_\_\_\_ introduced the following order the title of which was read and copies of which had been previously distributed to each Member:

**ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY OF AIRPORT SYSTEM REVENUE BONDS (AMT), SERIES 2022A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000 TO FINANCE VARIOUS CAPITAL IMPROVEMENTS AT THE ASHEVILLE REGIONAL AIRPORT AND PAYING CERTAIN ASSOCIATED EXPENSES; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING SAID AUTHORITY TO AMEND AND RESTATE THE GENERAL TRUST INDENTURE, DATED AS OF SEPTEMBER 1, 2016**

BE IT ORDERED by the Greater Asheville Regional Airport Authority (the "Authority"):

Section 1. The Authority does hereby find and determine as follows:

(a) The Authority has heretofore executed and delivered a General Trust Indenture, dated as of September 1, 2016, as amended (the "General Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), authorizing the issuance of revenue bonds thereunder for the purpose of financing or refinancing the costs of improvements at the Asheville Regional Airport (the "Airport") as further provided therein.

(b) There exists a need at the Airport for various capital improvements including, without limitation, (i) the expansion and modernization of its existing terminal, (ii) expansion and modernization of ticket lobby, TSA screening, baggage claim and concessions areas, (iii) improvements to existing supporting infrastructure, (iv) construction of a centralized energy plant, (v) renovation of the remaining portion of the existing terminal building, and (vi) construction of a new air traffic control tower (the "Project").

(c) After a public hearing and due consideration, the Authority has determined to issue its Greater Asheville Regional Airport Authority Airport System Revenue Bonds (AMT), Series 2022A (the "Series 2022A Bonds") for the purpose of providing funds, together with other available funds, to (i) pay costs of the Project, (ii) pay capitalized interest with respect to the Bonds, (iii) fund a debt service reserve fund or purchase a debt service reserve fund policy for the Bonds and (iv) pay certain other fees and expenses associated with the issuance of such revenue bonds including, without limitation, a bond insurance premium.

(d) The Authority has made application to the North Carolina Local Government Commission (the "Commission") for approval of the issuance of the Series 2022A Bonds in accordance with G.S. 159-86 and has further requested the sale of the Series 2022A Bonds by private negotiated sale to the underwriters thereof.

(e) The Authority proposes to sell the Series 2022A Bonds to an underwriting group consisting of Raymond James & Associates, Inc. and certain other underwriters selected by the Executive Director of the Authority (collectively, the "Underwriters"), pursuant to the provisions of the Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval of the Authority.

(f) There have been presented to the Authority at this meeting forms of the following documents relating to the issuance and sale of the Bonds:

(1) Series Indenture, Number 2, to be dated as of May 1, 2022 (the "Series Indenture"), between the Authority and the Trustee, pursuant to which the Series 2022A Bonds would be issued;

(2) Bond Purchase Agreement, to be dated the date of execution and delivery thereof, among the Authority, the Commission and Raymond James & Associates, Inc., as representative of the Underwriters, relating to the sale of the Series 2022A Bonds; and

(3) Preliminary Official Statement, to be dated the date of delivery thereof (the "Preliminary Official Statement"), relating to the sale and offering of the Series 2022A Bonds.

(g) The Authority has determined that the issuance and sale of the Series 2022A Bonds in the manner provided in this order is in the best interests of the Authority.

(h) The Authority has determined to amend and restate the General Indenture. In addition to the documents set forth in subsection (f) above, there has been further presented to the Authority at this meeting the form of the Amended and Restated General Trust Indenture, to be dated as of May 1, 2022, (the "Amended and Restated General Indenture"), between the Authority and the Trustee.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the General Indenture and the Series Indenture.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), particularly G.S. 159-88, the Authority hereby authorizes the issuance of the Series 2022A Bonds for the purposes described above in an aggregate principal amount of not to exceed \$200,000,000. The exact amount of Series 2022A Bonds to be issued shall be determined by the Chair, the Executive Director and the Director of Finance and Accounting of the Authority (collectively, the "Authority Officials") at the time the Series 2022A Bonds are sold to the Underwriters and shall be an amount sufficient, together with any other available funds, to pay the amounts specified in subsection (c) of Section 1 above.

The Series 2022A Bonds shall bear interest and mature at such times and in such amounts as shall be set forth in the General Indenture and the Series Indenture, subject to the provisions of this order, such rates, maturities and amounts to be determined by the Authority Officials at the time the Series 2022A Bonds are sold to the Underwriters. The final maturity of the Series 2022A Bonds shall not be later than December 31, 2052. The true interest cost of the Series 2022A Bonds shall not exceed 6.00% per annum.

Section 4. The Series 2022A Bonds shall be subject to optional and mandatory sinking fund redemption at the times, upon the terms and conditions, and at the prices

determined by the Authority Officials, such redemption terms to be set forth in the Series Indenture.

Section 5. The proceeds of the Series 2022A Bonds shall be applied as provided in the Series Indenture.

Section 6. The Series 2022A Bonds shall be secured as provided in the General Indenture and the Series Indenture.

Section 7. The Commission is hereby requested to sell and award the Series 2022A Bonds to the Underwriters on behalf of the Authority, subject to the approval of the Authority, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. Each of the Authority Officials is hereby designated to approve on behalf of the Authority the sale of the Series 2022A Bonds to the Underwriters for such purchase price and upon such terms and conditions as such officer shall determine, subject to the provisions of this order. Each of the Authority Officials is hereby authorized and directed in the name and on behalf of the Authority to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such changes, additions and deletions as the person executing the Bond Purchase Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The form, terms and provisions of the Series Indenture, including the form of the Series 2022A Bonds set forth therein, are hereby approved, and each of the Authority Officials is hereby authorized and directed to execute and deliver the Series Indenture in substantially the form presented, together with such changes, additions and deletions as such persons, with the advice of counsel, may deem necessary and appropriate, including, without limitation, changes, additions and deletions necessary to incorporate the final terms of the Series 2022A Bonds as set forth in the Bond Purchase Agreement and to incorporate certain terms and provisions required by the rating agencies, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof. The Chair of the Authority and the Clerk to the Board or any deputy or assistant Clerk to the Board are hereby authorized and directed to execute and deliver the Series 2022A Bonds in substantially the form presented, together with such changes, additions and deletions as such persons, with the advice of counsel, may deem necessary and appropriate, including, without limitation, changes, additions and deletions necessary to incorporate the final terms of the Series 2022A Bonds.

Section 9. The Preliminary Official Statement relating to the offering for sale of the Series 2022A Bonds is hereby approved. The Authority hereby authorizes and approves the use and distribution of the Preliminary Official Statement in substantially the form presented in connection with the offering for sale of the Series 2022A Bonds by the Underwriters. The Authority authorizes and consents to the preparation and



distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2022A Bonds. The Authority Officials are each hereby authorized and directed to deliver the Official Statement such delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. The form, terms and provisions of the Amended and Restated General Indenture are hereby approved. Pursuant to the terms of the Series Indenture, the initial beneficial owners of the Series 2022A Bonds, by their purchase of the Series 2022A Bonds, will consent to the amendment of the General Indenture as provided in the Amended and Restated General Indenture presented to the Authority at this meeting, and will authorize, approve and consent to the execution and delivery of the Amended and Restated General Indenture in the form presented.

Upon the receipt of the consent of a majority of the owners of the Bonds issued under the General Indenture, which may occur upon the issuance of the Series 2022A Bonds, the Chair, the Authority Officials are each hereby authorized and directed to execute and deliver the Amended and Restated General Indenture in substantially the form presented, together with such changes, additions and deletions as such persons, with the advice of counsel, may deem necessary and appropriate. The Clerk to the Board and any assistant or deputy Clerk to the Board for the Authority hereinafter provided for is hereby authorized to affix the seal to such Amended and Restated General Indenture and attest the same.

Section 11. The Authority Officials are each hereby authorized to take such action as is necessary to obtain a policy of municipal bond insurance for the Series 2022A Bonds (the "Bond Insurance Policy") or a surety bond or other qualified reserve fund substitute to fund the debt service reserve fund for the Series 2022A Bonds (the "Surety Bond") if such officer determines that procuring a Bond Insurance Policy or a Surety Bond is in the best interest of the Authority. The premium for the Bond Insurance Policy or the Surety Bond shall be paid from the proceeds of the Series 2022A Bonds. The Authority Officials are each hereby authorized and directed to execute and deliver any documentation necessary for the procurement of the Bond Insurance Policy or the Surety Bond.

Section 12. Each of the Authority Officials, the Clerk to the Board and any assistant or deputy Clerk to the Board of the Authority is authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver the Series Indenture, the Series 2022A Bonds, the Bond Purchase Agreement and such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the General Indenture, the Series Indenture and the Bond Purchase Agreement, including, without limitation, any documents related to the investment of the proceeds of the Series 2022A Bonds. The Clerk to the Board and any assistant or deputy Clerk to the Board

for the Authority hereinafter provided for is hereby authorized to affix the seal to such instruments and attest the same. The Clerk to the Board and any assistant or deputy Clerk to the Board for the Authority is further authorized to certify the authenticity of such records of the Authority as shall be required in connection with the issuance of the Series 2022A Bonds and the fulfillment of the terms of the Bond Purchase Agreement in connection therewith.

The officers of the Authority and the agents and employees of the Authority are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2022A Bonds, the General Indenture, the Series Indenture and the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same, including all administrative actions as shall be required to be taken after the issuance of the Series 2022A Bonds. The officers of the Authority are authorized to take such actions as may be necessary or desirable in order to permit or qualify the offering of the Series 2022A Bonds in any jurisdiction the Underwriters may request.

Section 13. This order shall take effect immediately upon its adoption.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing order entitled "ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY OF AIRPORT SYSTEM REVENUE BONDS (AMT), SERIES 2022A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000 TO FINANCE VARIOUS CAPITAL IMPROVEMENTS AT THE ASHEVILLE REGIONAL AIRPORT AND PAYING CERTAIN ASSOCIATED EXPENSES; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING SAID AUTHORITY TO AMEND AND RESTATE THE GENERAL TRUST INDENTURE, DATED AS OF SEPTEMBER 1, 2016" was adopted by the following vote:

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\_\_\_\_\_

\* \* \* \* \*

I, Ellen Heywood, Clerk to the Board of Directors of the Greater Asheville Regional Airport Authority, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Authority at a regular meeting held on April 8, 2022, as it relates in any way to the adoption of the foregoing order and that said proceedings are recorded in the minutes of said Authority.

WITNESS my hand and the official seal of the Authority this 8<sup>th</sup> day of April, 2022.

[SEAL]

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Clerk to the Board

**DIRECTOR'S REPORT:** The Director stated that he had a couple of additional items to address that were not included on the agenda.

**A. Tenant Parking:** The Director stated that due to a lack of available parking spaces for tenant employees, non-tenant aviation commuters will no longer be allowed to park in the employee parking lot. Staff is hopeful this will free up approximately 30 parking spaces for the tenant employees working at the airport. Once more parking becomes available, staff will allow these non-tenant commuters to park back in the employee parking lot.

**B. LAZ Parking:** The Director reported that the five-year extension of the contract with LAZ Parking will be exercised by the Authority as LAZ has been performing well for the airport.

**C. Allegiant Air:** Allegiant has notified staff that due to pilot shortages throughout their network, service to some locations will be cut back this summer. Staff does not yet have the details, but anticipates losing frequency of some flights. The Director stated that he will keep the Board updated as information is received.

**INFORMATION SECTION:** No comments

**PUBLIC AND TENANTS COMMENTS:** None

**CALL FOR NEXT MEETING:** The Chair stated that next regular meeting of the Board will be held on May 13, 2022.

**AUTHORITY MEMBER REPORTS:** None

**CLOSED SESSION:** At 9:16 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Mr. Erwin seconded the motion and it carried unanimously.

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

Open Session resumed at 9:48 a.m.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY APRIL 8, 2022 CLOSED SESSION MINUTES:** Mr. Lovin moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

**APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MARCH 11, 2022 CLOSED SESSION MINUTES:** Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority March 11, 2022 Closed Session and to seal and withhold the minutes for the March 11, 2022 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

**ADJOURNMENT:** Mr. Erwin moved to adjourn the meeting at 9:50 a.m. Ms. Russo Klein seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Matthew C. Burril  
Chair



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Angela Wagner, Director of Administration and Human Resources

DATE: May 13, 2022

### ITEM DESCRIPTION – CONSENT ITEM B

Approval of Insurance Renewals

### BACKGROUND

#### Health Insurances

CIGNA has provided the Authority's employees with medical insurance coverage for the past 12 years and the renewal trend has been very good over the years.

CIGNA originally quoted a 9.9% increase in rates. Our broker, OneDigital, was able to further negotiate the renewal to 2.0%. In order to maintain a high level of benefits to our employees, we are recommending renewing the same plan with Cigna. The Cigna plan structure limits our large claims liability and the level funded plan allows us to see our claims history and helps tailor our Wellness Program to meet the needs of our employees, which has also helps keep renewal rates down through the life of the plan.

With FY 2022/2023's position and retiree headcounts, total premiums will be approximately \$1,438,782. Offset by employee contributions of \$223,828, the Authority's net cost for medical insurance will be approximately \$1,214,954, based on the current enrollment and approved new hires in FY 2022/2023.

Delta Dental has provided our dental coverage for the past six years. Delta Dental provided a flat, no-increase renewal for FY2022/23. With FY2022/2023's position count, total premiums will be approximately \$64,659.

Superior Vision has provided our vision coverage for the past six years. Superior Vision provided a flat, no-increase renewal for FY 2022/23 and guaranteed the rate for an additional three years. With FY 2022/2023's position count, total premiums will be approximately \$5,534.



Mutual of Omaha has provided benefits for life insurance, accidental death & dismemberment, as well as short-term and long-term disability for the past eight years. Mutual of Omaha has also provided a flat, no-increase renewal for FY 2022/23 for all current policies and guaranteed the rates for next fiscal year. With FY2022/2023's position count, total premiums will be approximately \$21,313 for life insurance and \$41,606 for disability insurances.

In addition, the Authority is planning to offer additional benefits through Mutual of Omaha at enrollment. We will be adding accidental death and dismemberment (AD&D) to the employee-paid life insurance policies. The addition of AD&D to the life insurance policies will be added at no additional cost. The additional coverages include accident insurance and specified disease insurance. A minimum of 10% of employees will need to elect the accident and specified disease coverage for the policies to become effective. These additional benefits are voluntary, employee-paid benefits and will have no direct cost to the Authority.

### **Business Insurances**

USI, our business insurance broker, has been able to provide finalized quotes for our business insurances. They have presented the following costs, which are slightly over the budgeted amounts in the FY2022/2023 budget.

USI will be renewing our property coverage with Chubb Insurance for \$92,908, our inland marine coverage with Chubb for \$10,644 and our general liability coverage with Chubb for \$42,512. Auto coverage will renew with American Southern Insurance for \$21,471, worker's compensation coverage with Beacon/AmTrust North America for \$101,086, and commercial crime coverage with AIG for \$763. Chubb will continue to provide and our public official's coverage for \$24,269 and law enforcement liability will remain with QBE for \$21,495. Cyber insurance will renew with Chubb for \$8,247. The Cyber increase is due to escalating costs of both defense and expenses associated with cyber incidents/ransomware across the marketplace. The annual service fee is \$20,000 in lieu of commission.

Our total FY2022/2023 business insurance cost is \$339,395. This is an increase of \$19,791 from FY2021/2022's actual cost of \$319,604.



## **ISSUES**

Because time is of the essence for the renewal process, the Director needs to execute the necessary renewal documents to prepare for open enrollment for insurance coverage for Authority employees.

## **ALTERNATIVES**

The Board could request that we continue shopping with our brokers to further reduce costs or revise benefit offerings.

## **FISCAL IMPACT**

The costs for the health and business insurance coverages outlined above were provided in the Authority's FY2022/2023 budget for a total of \$1,732,271. Spreadsheets comparing the quoted actual costs to the FY2022/2023 budget amounts and to the prior year's actual costs are provided.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the renewal of Authority's insurance coverages in an amount not to exceed premiums outlined above, and (2) authorize the Executive Director to execute the necessary documents.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**  
**Health Insurance Expense**

	FY2022		FY2023		FY2023 Budget vs Estimates		FY2023 Estimates vs FY2022 Actuals	
	FY2022 Budget	FY2022 Actual	FY2023 Budget	FY2023 Estimates*	Over/(Under)		Over/(Under)	
					Amount	%	Amount	%
<b>Insurance</b>								
Medical	\$ 1,099,771	\$ 723,866	\$ 1,423,934	\$ 1,214,954	\$ (208,980)	(14.7%)	\$ 491,088	67.8%
Retiree Medical	31,661	30,353	43,931	44,810	879	2.0%	14,457	47.6%
Dental	58,993	39,286	77,179	64,659	(12,520)	(16.2%)	25,373	64.6%
Vision	5,657	3,736	6,198	5,534	(664)	(10.7%)	1,798	48.1%
Life & AD&D	21,382	17,234	23,444	21,313	(2,131)	(9.1%)	4,079	23.7%
Disability	36,796	30,168	40,268	41,606	1,338	3.3%	11,438	37.9%
<b>Total Insurance</b>	<b>\$ 1,254,260</b>	<b>\$ 844,643</b>	<b>\$ 1,614,954</b>	<b>\$ 1,392,876</b>	<b>\$ (222,078)</b>	<b>(13.8%)</b>	<b>\$ 548,233</b>	<b>64.9%</b>

\*Estimate includes open positions in our current structure



**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
Business Insurance Expense**

	FY2022		FY2023		FY2023 Actual vs Budget Over/(Under)		FY2023 Actuals vs FY2022 Actuals Over/(Under)	
	FY2022 Budget	FY2022 Actual	FY2023 Budget	FY2023 Actual	Amount	%	Amount	%
	<b>Insurance</b>							
Property & Casualty	\$ 90,000	\$ 93,307	\$ 90,000	\$ 103,552	\$ 13,552	15.1%	\$ 10,245	11.0%
General Liability	45,000	37,411	45,000	42,512	(2,488)	(5.5%)	5,101	13.6%
Auto Liability	27,000	23,818	27,000	21,471	(5,529)	(20.5%)	(2,347)	(9.9%)
Other Insurance*	72,400	50,478	72,400	70,774	(1,626)	(2.2%)	20,296	40.2%
Worker's Compensation	100,000	114,590	100,000	101,086	1,086	1.1%	(13,504)	(11.8%)
<b>Total Insurance</b>	<b>\$ 334,400</b>	<b>\$ 319,604</b>	<b>\$ 334,400</b>	<b>\$ 339,395</b>	<b>\$ 4,995</b>	<b>1.5%</b>	<b>\$ 19,791</b>	<b>6.2%</b>

\*FY2023 actual above includes a \$20,000 service fee



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Christina Madsen, Airport Properties & Contracts Manager

DATE: May 13, 2022

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

Approval of Administrative Policy and Procedure for Airport Peer-to-Peer Vehicle Sharing Business Regulation, 117.01

### **BACKGROUND**

The purpose of this policy is to establish and govern the operations of the Peer-to-Peer Vehicles Sharing Business at the Asheville Regional Airport ("AVL").

A Peer-to-Peer Vehicle Sharing Provider ("Provider") is a new entrant into the ground transportation services category provided at an airport. For many years, ground transportation services at airports were provided by fleets of taxicabs, limousines, rental cars, shuttles, and public transit, and the recently added transportation networks companies (TNC's) such as Uber and Lyft. The Provider(s) is a new entrant into this lucrative market and is an app-based platform that allow hosts to rent their vehicle like a rental car business. For several years the airport industry has been working with the Providers to eliminate any unfair competitive advantage with other similarly categorized companies to reach agreement on how to regulate their operations at airports and ensure the airports are compensated for the commercial activities.

In September 2019, staff were informed this type of activity was occurring at AVL and staff has been working with these Providers to understand the business needs here at AVL.

On October 1, 2019, General Assembly of North Carolina enacted, Section 9(a), Chapter 20 of the G.S. by adding Article 10B Peer-to-Peer Vehicle Sharing which allows North Carolina airports to charge a reasonable fee for the use of airport's facility.

New Business Item A



The attached Administrative Policy outlines requirements for each Provider to conduct business at the Asheville Regional Airport which will meet the needs of the airport and the evolving industry.

## **ISSUES**

Similar operators to the Peer-to-Peer Vehicle Sharing Providers are the On-Airport and Off-Airport Rental Car Operators. The On-Airport Rental Car Operators pay 10% of gross receipts to conduct their business on-site. The Off-Airport Rental Car Operators pay 7.5% of gross receipts and conduct their business off airport property. This methodology is consistent within the aviation industry.

To create a fair, nondiscriminatory environment for these similar operators, the Peer-to-Peer Vehicle Sharing Providers will have two options to operate at AVL; however, both options will require the Provider to pay 10% of gross receipts in addition to one of the following options for the transaction to occur on-site:

1. Lease a minimum of two parking spaces in the shuttle lot and pay the daily rate and exchange the vehicle in this designated located only.
2. Park the vehicle in any parking lot for the exchange of the vehicle and pay the fee to exit the parking facility.

## **ALTERNATIVES**

There are no alternatives.

## **FISCAL IMPACT**

Each Provider will be required to pay the Authority 10% of gross receipts to conduct a commercial business at the Asheville Regional Airport. The revenues will be dependent upon their activity. The estimated annual amount for one Provider is \$2,500 per year to the Authority, plus additional parking fees.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the attached new policy for Peer-to-Peer Vehicle Sharing Providers and (2) authorize the Executive Director to execute the necessary documents.

**OBJECTIVE** To promote and enhance public convenience and order, the efficient movement and control of passengers and traffic to and from the Airport, and the efficient and safe use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to help pay for the maintenance, operation and improvement of the Airport; to enhance the financial stability and viability of the Authority; to help make the Authority as self-sustaining as reasonably possible.

**METHOD OF OPERATION** It is necessary for the maintenance, operation, regulation and improvement of the Airport that this regulation be enacted with respect to peer-to-peer vehicle sharing operations which derive commercial benefit from the use of the Airport or its facilities.

**Definitions** The following words, terms and phrases shall have the following meanings:

**Peer-to-Peer Vehicle Sharing Provider** ("Provider") means the person or entity that operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program, authorized to do business at the Asheville Regional Airport and shall enter into an Operating Agreement with the Greater Asheville Regional Airport Authority ("Authority").

**Peer-to-Peer Vehicle Sharing Program** ("Program") means a business platform that connects shared vehicle owners with drivers to enable the sharing of vehicles for financial consideration.

**Peer-to-Peer Shared Vehicle** ("Vehicle") means a vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Program. In addition, the engaging in the rental and/or short-term leasing of vehicle(s) made available on Peer-to-Peer Vehicle Sharing Provider(s) application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the owner of Peer-to-Peer Shared Vehicle either dropping-off the vehicle to the customer or picking up the customer.

**Peer-to-Peer Shared Vehicle Owner** ("Owner") means the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through the Peer-to-Peer Vehicle Sharing Program.

**Airport Peer-to-Peer Vehicle Sharing Business Regulation**

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**Gross Receipts** ("Gross Receipts") includes all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing Vehicle Sharing services to Airport customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport customer, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider's operation. Charges for insurance offered incidental to a Vehicle Sharing agreement. All amounts charged to Provider's Airport customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners. Credits given to Airport customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made. Inter-city fees and drop charges paid or payable to Provider. Additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport customers, such as when a Shared Vehicle is exchanged. NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider's Vehicle Sharing activities, equipment, or real or personal property of Provider.

**Specific Exclusions from Gross Receipts:** There shall be no exclusions from Gross Receipts except for the following:

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash and credit, regardless of whether collected or not collected. No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport

customer has been concluded. No Diversion. Provider shall not intentionally divert, through direct or indirect means, any of Provider's Vehicle Sharing transactions or related business with Airport customers to other locations of Provider or its affiliates without including such transactions in Gross Receipts. Authority shall have the right to immediately terminate the Operating Agreement thereby eliminating Provider's access to the Airport market and Vehicle Sharing transactions with Airport customers, or to take other appropriate action upon determining that an intentional diversion exists or has occurred. Gross Receipts shall be determined by the total of charges on the face of the Airport customer's final receipt in connection with the transaction, less any allowable charges excluded in the definition of Gross Receipts, above. The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

**Operating Agreement** ("Agreement") means an operating agreement signed and executed between the Provider and the Authority which outlines the requirements for the Peer-to-Peer Vehicle Sharing Provider(s) to operate at the Asheville Regional Airport.

**Solicit** means, directly or indirectly, actively, or passively, and at the Airport, to ask, request, seek or try to obtain a customer or customers for a Provider.

**Loading and Vehicle Exchange Areas**

Each Provider may operate at the Asheville Regional Airport by either: 1) The Provider utilizes a minimum of two parking spaces located in the designated area identified in the Operating Agreement to be utilized for the vehicle exchange of the Vehicle, Owner, and customer, and shall pay the rate per day each month throughout the term of the Operating Agreement. The rate for such area may be adjusted from time to time at the sole discretion of the Authority. Additional parking spaces may be made available at the sole discretion of the Executive Director or designee; or 2) The Provider may utilize any Airport parking facilities in the same manner as any other Airport customer, in which Owners will drop off and pick up the Vehicle in an Airport parking lot and be responsible for any applicable parking fees. Nothing herein shall be deemed to authorize the parking of any vehicle in an otherwise restricted or prohibited area at the Airport.

The commercial curb shall not be used by Providers, Owners, or customers.

**Administration Policies & Procedures**  
**Airport Peer-to-Peer Vehicle Sharing Business Regulation**

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**Section 117.01**

<b>Solicitation</b>	No Provider or any of its employees or agents shall solicit business while at the Airport.
<b>Statement of Information</b>	Prior to beginning operations, and before July 1 <sup>st</sup> of each calendar year, each Provider shall deliver to the Authority at the Executive Director's office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number; and an itemize description of each vehicle which is to be used at the Airport in the Provider's Peer-to-Peer Vehicle Sharing business (which description shall include each vehicle's license number, state of registration, make, model, color and year). If any of this information changed during the year after the delivery of this statement (including but not limited to the deletion or addition of a vehicle), a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.
<b>Vehicle Identification</b>	All Peer-to-Peer Vehicles shall be clearly identified with vehicle trade dress, consisting of removable magnetic signage and/or recognizable emblems, which will allow Authority to always identify vehicles at a distance of up to fifty feet when such vehicles are on Airport. Such trade dress shall be a visual indicator and control device approved by Authority designating that the vehicle is authorized to operate at the Airport. Each Provider shall deliver to the Executive Director or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Provider (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each vehicle. Contact and vehicle information must be kept continuously current and up to date. Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.
<b>Fees</b>	By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, Peer-to-Peer Vehicle Sharing Providers conduct a portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and

commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

In establishing the Fee, as set forth below, due regard and consideration has been given by the Authority to, among other things, the value of the Airport and its facilities which are used by the Providers, and the Authority's expenses for the maintenance, operation and improvement of the Airport and such facilities.

As a consequence of the Providers carrying out their business activities, additional vehicular and pedestrian traffic is created at the Airport, which, among other things, increases the need to regulate traffic.

**Monthly Fees**

In view of the above findings and with due regard for the facilities at the Airport and the maintenance, operation, regulation, and improvement thereof, the Fee, as set forth below, is reasonable, necessary, and proper.

Each Provider shall pay to the Authority at the office of the Authority's Executive Director ("Executive Director") a Fee for each calendar month, which Fee shall be payable on or before the fifteenth day of each month for the previous month. The Fee due each month shall equal 10% of the Gross Receipts during the previous month and any fines assessed.

**Reporting**

On or before the fifteenth (15<sup>th</sup>) day of each month, each Provider shall deliver to the Authority at the Executive Director's office a written and legible report ("Report") for the previous month's Gross Receipts in such detail, form and manner as directed by the Executive Director from time to time. The Reports shall be certified by an authorized representative of the Provider.

**Late Fees**

All payments shall be considered completed upon receipt and deposit by Authority. Without waiving any other right of action available to Authority, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider, the Authority may charge interest at the rate of eighteen percent (18%) per annum, or the amount allowed by law, on the balance of the unpaid amount calculated from the date the amount is due until the close of business day upon which the delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.



**Compliance**

The following additional provisions are applicable to the Providers, Owners, and customers:

Nothing in this Regulation bestows or grants to any Provider or Owners any exclusive privilege.

The Authority has, has had, and shall continue to have the absolute right to develop, expand, improve and renovate the Airport (including but not limited to the Terminal Building), regardless of the desires or views of any Provider and without interference or hindrance from any Provider; and the Authority may continue to so develop, expand, improve and renovate the Airport.

All the employees and agents of each Provider shall be courteous at all times while at the Airport, and they shall not use improper language or act in a loud, boisterous, or otherwise improper manner while at the Airport.

The use of an illicit drug or the drinking of an alcoholic beverage by any of the Provider's employees or agents while at the Airport is prohibited.

Each Provider shall comply with all applicable local, state, and federal laws, rules, regulations, and procedures of Federal, State, and local governments, and in addition shall comply with Airport Ordinances, Rules, Regulations, Airport Directives, and Airport Security Procedures, which may be imposed from time to time by the Authority, FAA, TSA, or successor agencies, governing conduct on, and operations at, the Airport.

Each Provider shall indemnify the Authority and its present and future officers, members, Executive Director, employees and agents harmless at all times in the future for, against and from all claims, demands, judgments, settlements, damages, losses, costs and expenses (including but not limited to attorneys' fees) which related to or arise out of the conduct of the Provider's business at the Airport or the use or operation of any of the Provider's vehicles.

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, Executive Director, employees, and agents shall be named as additional insured under such policy.

Each Provider shall forthwith deliver to the Executive Director a certificate of the above insurance coverage. The certificate shall provide that the coverage referred to therein shall not be terminated to therein shall not be terminated, modified, or renewed until the Authority has received thirty days written notice thereof. In the event that an insurance carrier should terminate, modify or not renew the above insurance coverage, the Provider shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the Executive Director a replacement certificate.

The above coverage shall be written through an insurance carrier or carriers which are qualified to do business in the state of North Carolina.

The Owners may use in common with others the Authority's roads and driveways, unless otherwise restricted.

Each Provider and Owner is an independent contractor, and no Provider or Owner is the agent, partner, or employee of the Authority.

If any of the provisions of this Regulation, or any portion thereof, shall contravene or be invalid under the laws or regulations of the State of North Carolina or the United States of America, or any of their respective agencies, departments or subdivisions, such contravention or invalidity shall not invalidate the whole Regulation, but this Regulation shall be construed as if not containing the particular provision, or portion thereof, held to be in contravention or invalid, and the rights and obligations of the Provider(s) and the Authority shall be construed accordingly. North Carolina shall govern and apply to this Regulation.

**Violations**

While at the Airport, the Provider(s) and the Owners thereof shall be subject to traffic-control directions by the Executive Director, or designee.

The following procedures include a process for violations, fines, and suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporarily or permanently suspend Provider, Owner, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public.

The Executive Director, or designee may suspend Provider(s), Owner, or both as deemed necessary for the orderly operation of the Airport and for the safety of passengers.

The Department of Public Safety, Airport Operations, and Airport Management will continuously monitor for unattended vehicles and other violations of Airport Policies and Procedures, and Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations on the Airport, and will provide enforcement to ensure this requirement meets security guidelines as may change from time to time. Further, Public Safety Officers and Authority Management may issue Violation Notices, and fines in accordance with the Authority Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations of this policy.

In the event that a Provider or one of its Owners violates any provision of this policy or the Authority's Rules and Regulations, the Executive Director, or designee, may prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Rules and Regulations.

In the event that a Provider or one of its Owners violates any provision of this Policy within ninety (90) days of a previous violation, the Executive Director, or designee, may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport property to provide Peer-to-Peer vehicle sharing services for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations, as amended or superseded.

If after the third offense, the Provider or one of its Owners violates any provision of this policy within the remainder of the permit year, or within one hundred eighty (180) days of the previous violation, the Executive Director may in his or her sole discretion prohibit the Provider or the Owner, or both of them, from entering upon the Airport to provide Peer-to-Peer Vehicle Sharing Services for a period not to exceed six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations as amended or superseded.

The Provider and the Owner will be given the opportunity to appear before the Executive Director at an informal hearing to present information and evidence in opposition to such a prohibition; however, the Provider, the Owner or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the Executive Director by certified mail within five (5) business days stating the reasons for the appeal. The Executive Director will respond to the appeal within thirty (30)

**Administration Policies & Procedures**  
**Airport Peer-to-Peer Vehicle Sharing Business Regulation**

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**Section 117.01**

days with a final decision. If the Provider or one of its Owner do not request an appeal in writing within five business days, the Provider, Owner or both shall immediately cease operation on Airport Property as originally notified by the Executive Director, or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**RIGHT TO AMEND  
POLICY**

This Regulation may be amended from time to time by the Authority.

**APPROVAL AND  
UPDATE HISTORY**

**Approval**

XXXX, 2022



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## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: May 13, 2022

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

Approval of Transfer of Sick Leave Policy

### **BACKGROUND**

Some members of Authority staff have previous employment with other employers that participated in the Local Governmental Employees' Retirement System (LGERS). These employees might potentially have remaining (unused) sick leave hours with the previous employer that can be used toward creditable service upon retirement. To avoid losing any sick leave hours, a certified letter from the previous employer(s) will be required and kept in the employee file until separation from employment, either by resignation or retirement. If the employee retires from GARAA, the sick leave hours transferred in will be added to creditable service earned with GARAA and reported to LGERS in total. If the employee resigns from GARAA, the letter from the previous employer will be forwarded to the next employer, if requested. In either situation, allowing the transfer of these hours will have no financial impact to GARAA as these hours will never be available to use as sick leave while employed, nor will the transferred hours be available for payment upon separation from employment with GARAA. These transferred hours earned while employed with other agencies can only be used to increase creditable service time.

### **ISSUES**

None.

### **ALTERNATIVES**

The Authority Board could elect to not allow the transfer of sick leave hours for the purpose of increasing creditable service.



## **FISCAL IMPACT**

No direct fiscal impact.

## **RECOMMENDED ACTION**

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the new policy for the Transfer of Sick Leave.

**OBJECTIVE**

To provide for the acceptance of unused sick leave from previous LGERS employers for use toward service years upon retirement.

**METHOD OF OPERATION**

**Policy**

Authority employees may have unused sick leave balances from previous employment with agencies participating in the Local Governmental Employees' Retirement System (LGERS). Any available sick leave balances can be used toward service years when employees apply for retirement within the LGERS. Upon receipt of letters of verification from previous employers certifying sick leave balances, GARAA will maintain the letters in the employee files in the Human Resources office. The information within these letters will be used at the time of retirement to calculate total service years.

The following conditions apply to the acceptance of this sick leave transfer:

- It is the responsibility of the employee to request a notarized letter from previous employment which attests to the number of hours of unused/unpaid sick leave being transferred;
- The letter should be mailed directly to GARAA from the previous employer;
- The sick leave transferred can only be used toward the calculation of service years at retirement and will never be made available for use or payment by GARAA; and
- If the employee resigns before retirement, the letter can be forwarded to another agency, upon request by the employee.

**APPROVAL AND  
UPDATE HISTORY**

**Approval**

**Supersedes**



## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.  
Deputy Executive Director

DATE: May 13, 2022

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

Approval of Standard Form of Agreement Between Owner and Program Manager with Parsons Transportation Group Inc. for Terminal Building Modernization and Expansion Project Program Management Services

### **BACKGROUND**

As the Authority proceeded with its Terminal Building design and construction plans, it was decided to hire a consulting firm for the specific purpose of providing Program Management (PM) services over the project. The PM firm will supply personnel to manage the daily oversight and inspection services of the overall program as an extension of airport staff. A Request for Statements of Qualifications was published on October 13, 2021, with a total of five submittals received on November 10, 2021. A selection committee short listed three of the five firms and conducted interviews on January 27 and 28, 2022. The selection committee subsequently requested additional information from two of the three firms, and then based upon an evaluation of that additional information, selected Parsons Transportation Group Inc. to provide these services.

### **ISSUES**

None.

### **ALTERNATIVES**

New Business - C





Many of the services included in the Scope of this Agreement are required. The Board could choose not to employ the services of a PM firm but would then need to provide for these services through other sources, or, through the hiring of additional Authority employees with construction management and inspection expertise.

## **FISCAL IMPACT**

Services to be provided under this contract will be billed strictly on an hourly fee basis based on the number of hours required by the personnel assigned, plus reimbursable expenses at direct cost with no markup. The overall expense forecast to be billed under this contract over the course of approximately four years of services is between \$6M and \$7M dollars, which is generally consistent with the fees paid by the Authority for similar services on other projects. For each upcoming fiscal year through the term of the project, staff will include a line item in the proposed budget regarding anticipated expenses associated with this contract. The anticipated expenses for FY 22/23 are \$1,329,368.36, which are not presently included in the upcoming approved budget and are therefore presented in this Board correspondence as a budget amendment.

## **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Agreement with Parsons Transportation Group Inc. for Program Management Services associated with the Terminal Building Modernization and Expansion Project; (2) approve FY 22/23 anticipated contract expenditures of \$1,329,368.36; (3) authorize the Executive Director to execute the necessary documents; and (4) to amend the FY2022/2023 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, 2023:

Section 1. To amend the appropriations as follows:



**EXPENDITURES:**

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	<u>\$1,329,368.36</u>
Totals	_____	<u><u>\$1,329,368.36</u></u>

This will result in a net increase of \$1,329,368.36 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$1,329,368.36</u>
Totals	_____	<u><u>\$1,329,368.36</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 13<sup>th</sup> day of May 2022.

\_\_\_\_\_  
 Matthew C. Burrell, Chair

Attested by:

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

Labor FY 22-23

Item No.	AVL Position Title	Parsons Position Title	Raw Rate	*Audited Overhead Rate (Field)	Audited Overhead Rate (Home Office)	FCCM	AOR+FCCM+ Raw(1)	Multiplier + Profit (10%)	Billing Rate	Full Time (FT) Full Time / Part Time (PT)	Estimated Annual Hours	Authority Cost	Notes
1	Program Manager	Construction Director	\$110.61	0.8245	N/A	0	1.8245	2.01	\$222.33	FT	2008	\$446,438.64	Additional hours indicated for support provided at risk prior to Contract award
2	Junior/alternate Resident Project Representative	Field Project Manager	\$59.00	0.8245	N/A	0	1.8245	2.01	\$118.59	FT	1960	\$232,436.40	
3	Project Controls	Project Controls Manager	\$72.76	N/A	1.1438	0	2.1438	2.36	\$171.71	PT	832	\$142,862.72	Assumes 16 hours a week for project controls
4	Financial Controls	Project Controls Manager	\$72.76	N/A	1.1438	0	2.1438	2.36	\$171.71	TBD	0	\$0.00	Position will not be required for the first FY of Agreement
5	Information Technology Support	IT ENGINEERING SYS SUPP SPECIALIST, SENIOR	\$62.00	N/A	1.1438	0	2.1438	2.36	\$146.32	TBD	0	\$0.00	Position will not be required for the first FY of Agreement
6	ORAT Support	CONSTRUCTION PROJECT MANAGER, SENIOR	\$81.00	N/A	1.1438	0	2.1438	2.36	\$191.16	TBD	0	\$0.00	Position will not be required for the first FY of Agreement
7	Not Defined	Document Control	\$45.00	0.8245	N/A	0	1.8245	2.01	\$90.45	FT	1600	\$144,720.00	Hours stated assume this position will not start until October 2022
8	Not Defined	Senior Inspector	\$51.49	0.8245	N/A	0	1.8245	2.01	\$103.49	FT	1440	\$149,025.60	Hours stated assume this position will not start until November 2022
											<b>Total Labor FY 22-23</b>	<b>\$1,115,483.36</b>	

Note: Field Rate assumes office space, office phone, office furniture, copy machine and network access are provided by AVL

Expenses FY 22-23

Item No.	Expenses	U/M	Units	Unit Price	Authority Cost	Notes
1	Coffee/water service	Monthly	12	\$40.00	\$480.00	
2	Computers Equipment & Support (2 Total @ \$100/Mo.)	Monthly	12	\$200.00	\$2,400.00	Two Computers for 12 months (PM & RPR)
3	Computers Equipment & Support (1 Total @ \$100/Mo.)	Monthly	9	\$100.00	\$900.00	One computer for 9 Months (Document Control)
4	Computers Equipment & Support (1 Total @ \$100/Mo.)	Monthly	8	\$100.00	\$800.00	One computer for 8 Months (Inspector)
5	Express Mail	Monthly	12	\$20.00	\$240.00	
6	Project printing	Monthly	12	\$200.00	\$2,400.00	
7	Program Manager Vehicle	Lump Sum	1	\$42,000.00	\$42,000.00	One time Lump sum payment. Parsons responsible for Insurance, title, registration, MX, and Fuel through Contract close-out. Vehicle to be turned over to AVL in good working condition at Contract close-out.
9	Telephone, cellular (2 @ \$65.00 Phones)	Monthly	12	\$130.00	\$1,560.00	Two phones for 12 months (PM & RPR)
10	Telephone, cellular (1 @ \$65.00 Phones)	Monthly	9	\$65.00	\$585.00	One phone for 9 months (Document Control)
11	Telephone, cellular (1 @ \$65.00 Phones)	Monthly	8	\$65.00	\$520.00	One phone for 8 months (Inspector)
13	Program Manager Living Expenses	Monthly	12	\$1,000.00	\$12,000.00	Capped @ \$1000.00/Mo.
<b>Sub Total Expenses FY 22-23</b>					<b>\$63,885.00</b>	

Sub-Consultants FY 22-23

1	QA Subconsultant SM&E	Lump Sum	1	\$150,000.00	\$150,000.00	Estimated- working with SM&E on budget number
<b>Sub Total Subs FY 22-23</b>					<b>\$150,000.00</b>	

Note: All expenses and subconsultant cost/fees will be invoiced at actual cost, no PM markup.

<b>Total Labor FY 22-23</b>	<b>\$1,115,483.36</b>
<b>Total Expenses with Subs FY 22-23</b>	<b>\$213,885.00</b>
<b>Total Labor &amp; Expenses FY 22-23</b>	<b>\$1,329,368.36</b>

 **AIA<sup>®</sup> Document C172™ – 2014****Standard Form of Agreement Between Owner and Program Manager for use on a Single Project**

**AGREEMENT** made as of the    day of    in the year 2022  
*(In words, indicate day, month and year.)*

**BETWEEN** the Program Manager's client identified as the Owner:  
*(Name, legal status, address, and other information)*

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

and the Program Manager:  
*(Name, legal status, address, and other information)*

Parsons Transportation Group Inc.  
100 M Street, S.E.  
Washington, DC 20003

for the following Project:  
*(Name, location, and detailed description)*

Terminal Building Modernization & Expansion Project

The Owner and Program Manager agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	PROGRAM MANAGER'S RESPONSIBILITIES
3	SCOPE OF PROGRAM MANAGER'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION
9	MISCELLANEOUS PROVISIONS
10	COMPENSATION
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")*

#### § 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction. The term Contractor as used in A-201 shall mean Construction Manager.

#### § 1.3 Project Information

§ 1.3.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

Program Management services will be provided and performed to support Owners Terminal Building Modernization and Expansion Project as designed by its designated Architect.

§ 1.3.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographical surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Demolition, replacement, and renovation of existing 115,000 square foot airport terminal to a 275,000 square foot facility with 12 passenger boarding gates and all associated work.

§ 1.3.3 Preliminary assessment of the condition of existing facilities or site, if any:

*(Identify or describe written reports of the conditions of existing facilities or site.)*

2018 Terminal Assessment Study by CHA.

Init.

**§ 1.3.4** Funding source:

*(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)*

Funding sources to include Federal and State grant funds, local airport funds and locally issued bond funds. Funding is partially authorized.

**§ 1.3.5** The Owner's budget for the Project:

*(Provide the Owner's total budget for the Project and, if known, a line-item breakdown of all costs described in Section 3.5.1.)*

Construction budget \$238,000,000 based on current and ongoing budgetary trend logs generated by Construction Manager at Risk.

**§ 1.3.6** The Owner's intended procurement or delivery method for design and construction of the Project:

*(Identify method such as competitive bid, negotiated contract, multiple prime contracts, or construction management.)*

Construction Manager at Risk – Hensel Phelps Construction Company.

**§ 1.3.7** Anticipated scheduling information: Project construction will be completed through multiple Component Guaranteed Maximum Price (CGMP) documents.

*(Include overall Project duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for the Project.)*

**.1** Anticipated dates of Project commencement and completion:

**.1** Commencement of design, if other than the date of this Agreement:

February 3, 2021

**.2** Completion of design:

August 2022

**.3** Commencement of construction:

Component Guaranteed Maximum Price No.1 for Work Package 1 – February 14, 2022

Component Guaranteed Maximum Price No.2 for Work Package 2 – August 2022

Component Guaranteed maximum Price No.3 for Work Packages 3 through 5 – December 2022

**.4** Completion of construction:

2026

**.2** Other Project scheduling information:

**§ 1.3.8** Other information regarding the Project:

*(Identify any other available studies or reports, as well as special characteristics or needs of the Project, such as historic preservation requirements, not provided elsewhere.)*

Supplemental Contract Provisions are included in Attachment A

**§ 1.3.9** The Owner's anticipated sustainable objective for the Project, if any:

Init.

*(Identify the Owner's sustainable objective for the Project such as sustainability certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)*

N/A

**§ 1.4 Project Team**

**§ 1.4.1** The Owner will retain the following consultants and contractors:  
*(List name, discipline, address, and other information.)*

Gresham Smith – Architect  
Hensel Phelps Construction Company – Construction Manager at Risk (CMAR)

**§ 1.4.2** The Program Manager will retain the consultants identified in Sections 1.4.2.1 and 1.4.2.2:

**§ 1.4.2.1** Consultants retained under Basic Services:  
*(List name, discipline, address, and other information.)*

**§ 1.4.2.2** Consultants retained under Additional Services:  
*(List name, discipline, address, and other information.)*

Program Manager will retain and provide for Quality Assurance and other Owner required testing services.

**§ 1.4.3** The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other information.)*

Jared Merrill, Planning Manager  
61 Terminal Drive, Ste 1  
Fletcher, NC 28732  
(828) 209-5113 - Office  
(828) 779-0088 - Mobile  
jmerrill@flyavl.com

**§ 1.4.4** The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:  
*(List name, address, and other information.)*

Brad Sucher, Architect  
Gresham Smith  
919 East Main Street, Suite 1200  
Richmond, VA 23219  
(804) 344-2440 – Office  
(248) 505-8976 - Mobile  
Brad.sucher@greshamsmith.com

**§ 1.4.5** The Program Manager identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other information.)*

Vin DelNero, Program Manager  
Parsons Transportation Group, Construction Director  
Apex, NC 27539  
(919) 279-2054 - Mobile  
vin.delnero@parsons.com

**§ 1.5** Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(1819506999)

All Attachments identified in Article 12.2 herein.

§ 1.6 The Owner and Program Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedule, the Program Manager's services, and the Program Manager's compensation.

## ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Program Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Project.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.7 **Insurance.** The Program Manager shall maintain the insurance for the duration of this Agreement as set forth in Attachment B.

*(Paragraphs deleted)*

## ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

### § 3.1 General

§ 3.1.1 The Program Manager's Basic Services consist of those described in this Article 3. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the Project, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the Project in accordance with the plans, specifications, or other contract or legal requirements. The Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

Init.



§ 3.1.2 The Program Manager shall provide the Owner with a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ 3.1.3 The Program Manager shall assist the Owner in determining the Owner's need for retaining consultants to provide professional and other services for the Project, and assist the Owner in reviewing qualifications and selecting any such consultants. The Program Manager shall regularly review the development of the design for the Project, and provide recommendations to the Owner for systems, materials, equipment, and techniques that may be utilized to achieve design standards for the Project, if any, as well as provide input and suggestions on value engineering and options for cost control and effectiveness.

§ 3.1.4 The Program Manager shall contract with a Third Party for the services of independent testing laboratories, review their reports, and make recommendations, if any, to the Owner based on that review for Quality Assurance purposes.

§ 3.1.5 The Program Manager shall assist the Owner in coordinating the professional services of surveyors, and special consultants, if requested by Owner.

*(Paragraph deleted)*

§ 3.1.7 The Program Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project as appropriate.

§ 3.1.8 The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over the Project; and shall assist the Owner, or carry out, in connection with the Owner's responsibility for filing documents required for such approvals. The Program Manager shall assist the Owner in, or carry out, obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Program Manager shall verify that the Owner has paid applicable fees and assessments.

*(Paragraph deleted)*

§ 3.1.10 The Program Manager shall retain all Project related documents and information it receives. Upon reasonable notice, the Owner shall have access to all such documents and information. Project participants shall have access to such documents and information only as approved by the Owner. The Program Manager shall preserve such documentation and information for a period of one year from the date of Substantial Completion and at that time provide a copy to the Owner.

*(Paragraphs deleted)*

### § 3.3 Information Management and Standards

§ 3.3.1 The Information Management System is a web-based system used to distribute Project related information. Unless otherwise indicated in Section 3.3.2 below, the Program Manager shall implement a File Sharing System, as described in Section 3.3.3, as the Information Management System for the Project, unless directed by Owner to utilize a different system.

§ 3.3.2 If the Program Manager is to implement an Information Management System other than the File Sharing System, check the appropriate box below. If the Program Manager is not going to implement an Information Management System, select "None" below. Nothing in this Section 3.3 is intended to relieve the Program Manager of the information retention obligations set forth in Section 3.1.10.

Project Management Information System (pursuant to section 3.3.4 below) as directed by Owner.

Other Information Management System  
*(Describe in detail the web-based system to be implemented, maintained and upgraded, as necessary, by the Program Manager.)*

None

§ 3.3.3 **File Sharing System.** The Program Manager shall implement, maintain, and upgrade as necessary, a web-based File Sharing System to be used to receive and distribute Project Reports, Project Schedules, and other information as agreed by the Owner and the Program Manager, unless directed by Owner to utilize a different system provided by the Architect or Construction Manager at Risk.

§ 3.3.4 **Project Management Information System.** The Program Manager shall implement, maintain, and upgrade as necessary, a web-based Project Management Information System to be used to receive, distribute, and maintain Project Reports, Project Schedules, and other information as agreed by the Owner and the Program Manager. Activities under the Project will be scheduled and documented through the Project Management Information System. The Project Management Information System shall organize information by activity or other relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Project, and update the Project Management Information System on a weekly basis unless otherwise agreed. The Project Management Information System shall contain, at a minimum, the current status on contracts, budget, and schedule, and the documents identified in this Section 3.3.4, including the following:

- .1 The Contract Documents
- .2 Addenda
- .3 Change Orders and Construction Change Directives
- .4 Modifications
- .5 Construction schedules and submittal schedules
- .6 Requests for information and any responses, logs, or compilations pertaining to requests for information
- .7 Approved Shop Drawings, Product Data, and similar required submittals
- .8 Certificates of insurance received from the Contractor
- .9 Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment
- .10 Affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens
- .11 Minutes for any meeting the Program Manager attends
- .12 Any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals
- .13 Other

§ 3.3.5 The Owner shall have access to all information in the Information Management System. Other Project participants shall have access to specific information only as approved by the Owner. The Program Manager shall preserve the documentation and information contained in the Information Management System for a period of one year from the date of Substantial Completion and at that time provide a copy of all documentation and information contained in the Information Management System to the Owner.

§ 3.3.6 The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Information Management System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required, regarding the use of the Information Management System.

§ 3.4 **Project Report.** On a monthly basis, or as otherwise agreed to by the Owner, the Program Manager shall prepare a Project Report. The Project Report shall include the following:

- .1 A summary update of the Project status, including photographs to document the progress of the Project
- .2 An updated Project Schedule
- .3 Actual and anticipated costs related to the Project
- .4 Cost and payment reports for each consultant and construction contract
- .5 Updated cash flow projections
- .6 Tests and inspection reports
- .7 A status report of nonconforming and rejected Work
- .8 Proposed and approved Change Orders
- .9 Any actual or potential claims pertaining to the Project
- .10 A status update of the Contractor's submittals
- .11 Other

Init.

### § 3.5 Project Budget Control

§ 3.5.1 If the Owner has not established a budget for the Project, the Program Manager and the Owner shall collaborate to prepare a Project Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of the Project, reasonable cost contingencies, and additional cost projections and information as necessary. The Owner shall review and approve the Project Budget in writing. On a monthly basis, or as otherwise agreed to by the Owner, the Program shall update and provide reports on the Project Budget. If a Project Management Information System is selected in Section 3.3, the Program Manager shall organize the Project Budget in a manner that will allow costs to be tracked using the Project Management Information System. Project Manager shall provide the same services for project budgets established in advance of this Agreement.

§ 3.5.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Project costs. The Program Manager shall prepare cash flow projections of costs for the Project.

§ 3.5.3 The Program Manager shall share information regarding the Project Budget with the Owner's consultants as authorized by the Owner.

§ 3.5.4 The Program Manager shall report the impact on the Project Budget of contracts and Modifications proposed by the Owner and the Owner's consultants and contractors.

### § 3.6 Project Schedule Control

§ 3.6.1 The Program Manager shall prepare a Project Schedule showing priorities, sequences, durations, and responsible parties, for major design, pricing, construction, and Owner activities. The Project Schedule shall also identify critical milestone dates and schedule contingencies. As the Project progresses, the Program Manager shall update the status and expand the level of detail of the Project Schedule. The Project Schedule shall also incorporate or identify

- .1 dates for approvals and permits;
- .2 the design and construction schedules, including dates of commencement and completion, and other Project milestones;
- .3 Project components that need to be ordered or procured by the Owner, if any; and
- .4 the Owner's occupancy requirements, and any portions of the Project having occupancy priority.

§ 3.6.2 The Program Manager shall provide recommendations for sequencing and phasing to meet overall Project objectives.

§ 3.6.3 The Program Manager shall monitor and report on the progress of the Project and advise the Owner of observed deviations from the Project Schedule or key milestones that may impact Substantial Completion or final completion. The Program Manager shall include the reports in the Project Management Information System if selected in Section 3.3. The Program Manager shall consult with the Owner and the Owner's consultants and contractors and assist the Owner in developing recovery plans when the schedules or objectives are not being met.

### § 3.7 Project Quality Control

§ 3.7.1 The Program Manager shall establish quality control guidelines, that the Owner may include in agreements between the Owner and the Owner's consultants or contractors, and distribute them through the Information Management System, if one is selected in Section 3.3.

§ 3.7.2 The Program Manager shall confirm that the Contractor has prepared a safety program and quality control plan.

§ 3.7.3 Program Manager shall provide on-site representation as an additional service pursuant to Section 4.2.1, the Program Manager shall visit the site at intervals appropriate to the state of construction, or at the specific intervals or milestones set forth in Section 3.7.3.1, to become generally familiar with the progress and quality of the portion of the Work completed.

§ 3.7.3.1 If the Program Manager is required to visit the site at specific intervals or milestones, set forth such intervals or milestones below.

Program Manager shall provide a full-time Representative on-site in addition to the Representative pursuant to Section 4.2.1 below.

§ 3.7.4 The Program Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

**§ 3.8 Other Services**

§ 3.8.1 Subject to Sections 4.3.1 and 4.5.1, upon the Owner's written request, the Program Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Project and the Owner.

§ 3.8.2 The Program Manager shall schedule, participate in, and conduct meetings with the necessary Project participants to coordinate the progress of the Project. The Program Manager shall also prepare minutes of such meetings. The Program Manager shall include its meeting minutes, as appropriate, in the Project Management Information System if selected in Section 3.3.

§ 3.8.3 The Program Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor.

§ 3.8.4 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the agreements between the Owner and consultants and contractors for disputes arising out of the Project.

§ 3.8.5 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Project.

**ARTICLE 4 ADDITIONAL SERVICES**

Additional Services listed below are not included in Basic Services but may be required for the Project.

**§ 4.1 Cost Estimating Services**

The Program Manager shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Program Manager for the Additional Services selected in this Section 4.1 as set forth in Section 10.3. The services in Section 4.1.1 and 4.1.3 shall only be provided upon specific request by Owner.

*(Designate the services the Program Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)*

X	<p>§ 4.1.1 Based on the preliminary design and other design criteria prepared by the Architect and provided by the Owner, the Program Manager shall prepare a written preliminary estimate of the Cost of the Work using area, volume, or similar conceptual estimating techniques. If the Architect suggests alternative materials and systems, at the request of the Owner the Program Manager shall provide written cost evaluations of those alternative materials and systems, and may also provide its own suggestions for review and consideration by the Owner. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractor's general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect or Program Manager, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.</p>
X	<p>§ 4.1.2 As the Architect progresses with the preparation of the schematic design, design development, and construction documents, the Program Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Program Manager, written estimates of the Cost of the Work in increasing detail and refinement. The Program Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Program Manager shall advise the Owner in writing if it appears that the Cost of the Work may exceed the Project Budget and make recommendations for corrective action to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect.</p>
X	<p>§ 4.1.3 The Program Manager shall provide written recommendations regarding add and deduct alternates to be considered by</p>

Init.

the Owner and Architect, and if appropriate, incorporated by the Architect in the Drawings and Specifications.

**§ 4.2 Construction Contract Administration Services**

The Program Manager shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Program Manager for the Additional Services selected in this Section 4.2 as set forth in Section 10.3. Services to be performed by the Project Manager are further defined in Attachment C to this agreement.

*(Designate the services the Program Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)*

X	<b>§ 4.2.1</b> The Program Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Program Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Architect in writing of observed defects and deficiencies in the Work.
X	<b>§ 4.2.2</b> The Program Manager shall review information regarding tests and inspections provided by the Contractor, and provide written comments to the Owner, for consideration by the Owner and Architect, regarding any questions or concerns the Program Manager has with the information provided by the Contractor.
X	<b>§ 4.2.3</b> If the Program Manager reasonably believes the Architect should reject Work or require additional inspection or testing of the Work, the Program Manager shall promptly recommend such actions to the Owner and Architect in writing. The Program Manager shall also recommend to the Owner, in writing, courses of action when requirements of a contract are not being fulfilled. The Program Manager shall include all recommendations required by this Section 4.2.3 in its Project Reports.
X	<b>§ 4.2.4</b> The Program Manager shall review the Contractor's Applications for Payment and provide written recommendations, if any, to the Owner and Architect.
X	<b>§ 4.2.5</b> If requested by the Architect and Owner, the Program Manager shall evaluate Contractor requests for information regarding the Contract Documents and provide written recommendations to the Owner and Architect.
X	<b>§ 4.2.6</b> When requested by the Owner, the Program Manager shall review requests for changes, assist the Owner and Architect in evaluating and negotiating Contractors' proposals, and submit written recommendations to the Architect and Owner. Upon request by the Owner, the Program Manager will review Change Orders and Construction Change Directives prepared by the Architect and provide written comments regarding any questions or concerns the Program Manager has regarding the Change Orders or Construction Change Directives.
X	<b>§ 4.2.7</b> The Program Manager shall review the Contractor's daily logs and other similar relevant data as the Owner may require, and provide written comments to the Owner regarding any questions or concerns the Program Manager has regarding the daily logs or other data.
X	<b>§ 4.2.8</b> The Program Manager shall evaluate whether the Work, or a designated portion thereof, is substantially complete and provide its written recommendations to the Owner and Architect. Upon the Contractor's completion of the Work, the Program Manager shall inspect the Work and provide written recommendations to the Owner and Architect.
X	<b>§ 4.2.9</b> With the Architect and the Owner's maintenance personnel, the Program Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment, and observe any commissioning as the Contract Documents may require.
X	<b>§ 4.2.10</b> The Program Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and Project close-out. The Program Manager shall deliver to the Owner all keys, manuals, record drawings, and maintenance stocks it receives from the Contractor.
X	<b>§ 4.2.11</b> The Program Manager shall review the Contractor's final Application for Payment and provide written recommendations, if any, to the Owner and Architect.
X	<b>§ 4.2.12</b> Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Program Manager shall, without additional compensation, attend a meeting with the Owner and Architect to review the facility operations and performance.

**§ 4.3** The Program Manager shall provide the listed Additional Services only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.3. Services in Section 4.3 identified as Program Manager shall only be provided upon specific request by Owner.

*(Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.4 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the program management context.)*

Services	Responsibility (Program Manager, Owner or not provided)	Location of Service Description (Section 4.4 below or in an exhibit attached to this document and identified below)
§ 4.3.1 Community communications not included in Section 3.8.1	Owner	
§ 4.3.2 Capital campaign support	Owner	
§ 4.3.3 Assistance with sustainability certifications	Not Provided	
§ 4.3.4 Affirmative action/diversity compliance and outreach	Owner	
§ 4.3.5 Existing facilities analysis	Not Provided	
§ 4.3.6 Site Selection Analysis (B203™-2007)	Not Provided	
§ 4.3.7 Economic analysis	Not Provided	
§ 4.3.8 Programming (B202™-2009)	Not Provided	
§ 4.3.9 Master planning	Not Provided	
§ 4.3.10 Design standards services	Not Provided	
§ 4.3.11 Early procurement of materials and equipment	Program Manager	Attachment F
§ 4.3.12 FF&E procurement coordination	Program Manager	Attachment F
§ 4.3.13 Life cycle analysis	Program Manager	Attachment F
§ 4.3.14 Move management	Program Manager	Attachment F
§ 4.3.15 Coordination of hazardous material testing or abatement	Program Manager	Attachment F
§ 4.3.16 Payroll compliance services	Program Manager	Attachment F
§ 4.3.17 Stakeholder relationships management	Owner	

§ 4.4 Insert a description of each Additional Service designated in Section 4.3 as the Program Manager's responsibility, if not further described in an exhibit attached to this document.

See Attachments C & F.

§ 4.5 Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.5 shall entitle the Program Manager to compensation pursuant to Section 10.4, utilizing the established hourly pay rates identified in Attachment D, or as agreed upon in writing by Owner and Program Manager.

§ 4.5.1 Upon recognizing the need to perform the following Additional Services, the Program Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Program Manager shall not proceed to provide the following services until the Program Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's Project Schedule or Project Budget, or procurement or delivery methods listed in Section 1.3.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations, or by official interpretations, after the date of this Agreement;

(Paragraph deleted)

- .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Program Manager is party thereto;
- .5 Services required to assist in the repair or replacement of any elements of construction for any cause except the negligence of the Program Manager; or

- .6 Services required by deficiencies in the performance or default of Owner's consultants or contractors;  
or
- .7 Other services as may be identified and agreed to by Owner.

*(Paragraph deleted)*

§ 4.5.2 The Owner and Program Manager anticipate that the services covered by this Agreement will continue through Project completion (estimated to be in 2026) unless this Agreement is terminated by the Owner or the Program Manager in accordance with Article 8 below. If the Project extends beyond 2026, and neither the Owner nor the Program Manager has terminated this Agreement, the Program Manager will continue to provide the services covered by this Agreement and the Owner will continue to compensate the Program Manager for such services, at the hourly rates contemplated in this Agreement.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, including the information in Article 1; information pertaining to other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its services.

§ 5.2 The Owner shall collaborate with the Program Manager to establish and periodically update the Project Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall promptly notify the Program Manager if the Owner if significantly increases or decreases the Project Budget.

§ 5.3 The Owner shall retain all contractors and consultants necessary to carry out the Project except for those consultants retained by the Program Manager as listed in Section 1.4.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Program Manager and its consultants as Additional Insureds on all insurance policies where available.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

§ 5.5 The Owner shall furnish surveys to describe the physical characteristics, legal limitations, utility locations and written legal description of the Project site. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark.

§ 5.6 The Owner shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations, except that such services required as a component of Quality Assurance shall be furnished by the Program Manager.

§ 5.7 The Owner shall furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ 5.10 In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Program Manager and provide information and documents reasonably necessary for the Program Manager to prepare and update the Project Management Plan or as otherwise required for the Program Manager to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall notify the Program Manager of any such communication that affects the Project. The Owner shall promptly notify the Program Manager of any direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Program Manager access to the Project site wherever Work is in preparation or progress.

§ 5.13 The Owner shall purchase and maintain, or require its contractors to purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This policy shall cover reasonable compensation for Program Manager's services and expenses required as a result of such insured loss.

## ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Information Management System and the Project Management Plan developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Information Management System and the Project Management Plan does not include ownership of any proprietary software developed and owned by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Information Management System and the Project Management Plan. Unless the Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate at the time of termination of this Agreement. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Information Management System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. If the Program Manager rightfully terminates this Agreement for cause as provided in Section 8.4, the Program Manager's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate. Ownership of data obtained from, or compiled, developed or contributed by, the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.



## ARTICLE 7 CLAIMS AND DISPUTES

### § 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other, arising out of or related to this Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work on the Project. The Owner and Program Manager waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance required under Section 5.13, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 5.13. The Owner or the Program Manager, as appropriate, shall require of their contractors, consultants, and agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees and its consultants in the performance of services under this Agreement.

§ 7.1.4 The Program Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 8.7.

### § 7.2 Mediation

§ 7.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 7.2.2 The Owner and Program Manager shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 7.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

Init.

### § 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Program Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Program Manager under this Agreement.

## ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Owner suspends the Project, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Program Manager shall be compensated for expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 8.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

*(Paragraph deleted)*

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6.

#### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

§ 9.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 9.2 The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.3 If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least 14 days prior to execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Program Manager.

§ 9.5 Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 9.6 The Program Manager shall have the right to include photographs of the Project among the Program Manager's promotional and professional materials. The Program Manager shall be given reasonable access to the Project to take photographs. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary.

§ 9.7 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

§ 9.7.1 If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

Init.

§ 9.8 Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 9.9 The Owner agrees not to solicit or hire the Program Manager's employees who are involved with the Project prior to one year after completion of the Project. If the Owner hires a Program Manager's employee involved with the Project prior to one year after completion of the Project, the Owner agrees to pay the Program Manager an amount as set forth below.

*(Insert stipulated sum or method of calculation for the amount to be paid to the Program Manager.)*

N/A

## ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:

*(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)*

Hourly rates identified in Attachment D.

§ 10.2 The hourly labor cost rates and billing rates for services of the Program Manager and the Program Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices, but no case shall exceed 3% annually.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly rates identified in Attachment D.

Employee or Category	Rate
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§ 10.3 For Additional Services designated in Sections 4.1, 4.2, or 4.3, the Owner shall compensate the Program Manager as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Rates as identified in Attachment D. Quality Assurance is billed as reimbursable expense with no mark-ups or multiplier.

§ 10.4 For Additional Services that may arise during the course of the Project, including those under Section 4.5, the Owner shall compensate the Program Manager as follows:

*(Insert amount of, or basis for, compensation.)*

Based on hourly rates as included or subsequently agreed upon by Owner and Program Manager or if reimbursable with no mark-ups or multiplier. Additional services as agreed upon using hourly rates with same formula as others.

§ 10.5 Compensation for Additional Services of the Program Manager's consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Program Manager plus 0 percent ( 0 %), or as otherwise stated below with no markups or multipliers:

N/A

### § 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Project, as *(Paragraphs deleted)*

authorized reimbursable expenses that are detailed in Attachment E.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants plus 0 percent ( 0 %) of the expenses incurred. No mark-ups or multipliers shall be added.

§ 10.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Program Manager normally maintains and the Program Manager incurs additional costs to satisfy such requirements, the Owner shall reimburse the Program Manager for such costs as set forth below:

Actual documented additional cost with no mark-ups or multiplier.

#### § 10.7 Compensation for Use of Program Manager's Proprietary Software

If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager in accordance with Section 6.3, as follows:

N/A

#### § 10.8 Payments to the Program Manager

*(Paragraph deleted)*

§ 10.8.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable

*(Paragraphs deleted)*

net 30 days after receipt of invoice.

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to the Project, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding, except that Owner may withhold payment for fees and reimbursables that exceed the annual expense budget for which advance approval was not obtained.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years after the termination or completion of this Agreement.

### ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Identified in Attachment A.

### ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C172™–2014, Standard Form Agreement Between Owner and Program Manager for use on a Single Project
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

- Attachment A - Supplemental Contract Provisions
- Attachment B - Insurance Requirements for Program Manager
- Attachment C - Responsibilities of the Resident Project Representative (RPR)
- Attachment D - Hourly Billing Rates
- Attachment E - Authorized Reimbursable Expenses and Owner Provided Services
- Attachment F - Additional Services to be Provided by the Program Manager
- Attachment G - Federal Contract Provisions

This Agreement is entered into as of the day and year first written above.

<hr/> <p><b>OWNER</b> <i>(Signature)</i></p> <hr/> <p>Lew Bleiweis Executive Director <i>(Printed name and title)</i></p>	<p style="text-align: center;"><i>Mary Catherine Cronin</i></p> <hr/> <p><b>PROGRAM MANAGER</b> <i>(Signature)</i></p> <hr/> <p>Sr. VP Aviation Rail Transit <i>(Printed name and title)</i></p>
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

<hr/> <p>Finance Officer</p>	<hr/> <p>Date</p>
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**Attachment A  
To  
AIA Document C172-2014  
Standard Form of Agreement Between Owner and Program Manager  
For Use on a Single Project**

**Supplemental Contract Provisions**

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The following information and requirements are provided as additional provisions of the Agreement between Owner and Program Manager and are incorporated into the Agreement.

**1. General Understanding**

The Owner has undertaken a program and implemented the tasks necessary regarding the Terminal Building and Modernization Project at the Asheville Regional Airport. The project will be delivered through the Construction Manager at Risk delivery method. The Architect (Gresham Smith) and Construction Manager (Hensel Phelps Construction Company) have been previously selected and Pre-construction Phase services are complete.

The project, through multiple phases will demolish, re-construct, expand and renovate the existing 115,000 sqft. terminal building into a 275,000 sqft. (approximate) building with twelve passenger boarding gates and hold room facilities.

The Owner has selected the Program Manager to provide specialized personnel with the skills necessary to oversee the delivery of this project as an extension of airport staff. In general, the Program Manager shall provide two full time personnel who shall be located at the project site full time for the duration of the project, presently scheduled to start in March 2022, and end in mid-2026. Additionally, the Program Manager shall provide additional specialized personnel on a less than full time basis, as needed, and/or when requested or authorized by Owner in order to fulfill the expected or on-going requirements needed to satisfactorily deliver the project successfully on behalf of the Owner.

The Program Manager shall at all times in carrying out its work under this Agreement make decisions and perform required duties in a manner that are in the best interest of the Owner and in achieving the Owners goals in the delivery of the project.

**2. Program Manager Workspace**

The Owner shall provide at no cost to the Program Manager office space adequate for its personnel to work from and carry out the duties required. Office space provided is at the discretion of the Owner and at different times throughout

the Agreement may include office space in the terminal or other buildings on the airport, or an office trailer co-located within the Construction Manager's trailer compound. Owner shall provide furniture, internet access, and a copier/scanner/printer suitable for the intended purpose. Landline telephones shall be provided only if determined to be necessary, as Program Managers personnel shall normally utilize personal or company issued cell phones for normal telephone communications.

### 3. Vehicles

The Program Manager shall procure a new vehicle appropriate for the conditions and work environment for the use in Program Managers carrying out of official duties associated with the Agreement. Owner shall reimburse the Program Manager for the cost of the vehicle in a lump sum payment as part of a regular monthly payment. The Program Manager shall be responsible for ownership, maintenance, fuel, and insurance on the vehicle throughout the project. Upon completion of the project and termination of services by Program Manager, title/ownership of the vehicle shall be transferred by the Program Manager to the Owner. Program Manager shall not receive reimbursement for use of either company owned vehicles or vehicles privately owned by its employees assigned to this project for normal commuting to and from the worksite from home.

### 4. Lodging and Per Diem

Monthly lodging expense for the designated Program Manager / Construction Director only is authorized at a maximum reimbursable cost of \$1,000.00 per month.

Daily lodging, transportation and other per diem expenses for other employees of Program Manager shall only be billable to Owner by Program Manager for personnel who are not assigned full time to the project and who are required to travel to and from the project site from their normal work locations in another city outside of the Western North Carolina region.

### 5. Limit on Billable Hours

The maximum number of billable hours for any individual assigned full time to the project by the Program Manager shall be 170 hours per calendar month, unless additional hours have been requested and approved in writing in advance by the Owner for that billing period. The maximum number of billable hours for any individual assigned less than full time to the project by the Program Manager shall be 85 hours per month, unless additional hours have been requested and approved in advance by the Owner for that billing period. Any of Program Managers personnel assigned to the project who are classified as non-exempt under the Fair Labor Standards Act shall not exceed 40 hours of assigned work per week without advance written approval by Owner. It shall be the sole responsibility of the Program Manager to monitor and track the hours of all employees assigned the project to ensure that these hours are not exceeded. Hours in excess of the limits identified herein that were not approved in advance



by the Owner shall not be billable by the Program Manager. Program Manager shall ensure that personnel eligible for overtime pay, whether assigned on site or at another company location, do not exceed the number of hours that result in overtime hour billings unless approved by Owner in advance.

## 6. Reimbursable Expenses

Reimbursable Expenses that are authorized to be charged to Owner are detailed in Attachment E. All reimbursable expenses shall be paid on-the-basis of actual cost to the Program Manager with no mark-up or multiplier added and shall not include any home office or other non-project or non-field related expenses.

## 7. Annual Budget and Rate Escalation

The Program Manager shall on an annual basis in conjunction with Owner's preparation of its annual operating budget, prepare and submit an expense budget based on the estimated number of billable hours for all positions expected to be needed during the course of Owners upcoming fiscal year, including an estimate of reimbursable expenses for the same period. The expense budget shall be reviewed with and approved by Owner before being considered final, shall include an allowance for the provision of additional billable hours that may be approved by Owner during the course of the fiscal year, and any other consideration requested or approved by Owner.

The hourly rates for each position identified in the Agreement may be adjusted on an annual basis (in conjunction with the start of Owners fiscal year) pursuant to reasonable agreement of the parties but shall not exceed three percent (3%) of the amounts for each position agreed upon for the prior year. In no event may Program Manager suspend or terminate its performance under this Agreement or refuse to perform further services if Owner agrees to pay at least the hourly rates for each position that are no less than the agreed upon rates for the prior year.

Program Manager shall submit to Owner with its budget estimate its most recent audited overhead rate data that was used to calculate the proposed hourly billing rates, including all other supporting data or documentation that justifies the proposed rates.

The Program Manager shall be solely responsible for monitoring and tracking its hours and billable expenses throughout the course of each of Owners fiscal years. In the event the Program Manager anticipates the need to exceed the total number of billable hours or expenses approved by Owner for the current fiscal year, it shall immediately, but no later than 60 days prior to the end of the current fiscal year, notify the Owner in writing, including the reason for the expected exceedance, with an estimate of additional billable hours and expenses that will exceed the expense budget to complete the fiscal year. In no event will the Program Manager exceed the annually approved expense budget without written approval from Owner. In the event Program Manager exceeds the annual expense budget without advance written approval by Owner, the expenses that

exceed the annual approved budget shall not be billable to Owner.

8. Resident Project Representative services will be provided by the Program Manager in conjunction with the scope of services outlined in Attachment C of the Agreement.

9. Quality Assurance Testing

The Program Manager shall contract directly with a third-party testing firm to provide Quality Assurance testing services, and any other routine or special testing required that is customarily performed by, or the responsibility of the Owner. The selection of the Quality Assurance testing firm shall be approved by Owner. The scope of these services is detailed in Article 4 of the Agreement.

10. Replacement of Personnel

At Owners request, and its sole discretion, Program Manager shall promptly replace any of its personnel assigned to the project. Prior to assigning a replacement for any position for any reason, the Program Manager shall provide Owner with the qualifications of the proposed replacement. Owner shall have the right in its sole discretion to either accept or reject any proposed replacement personnel.

**Attachment B**  
**To**  
**AIA Document C172-2014**  
**Standard Form of Agreement Between Owner and Program Manager**  
**For Use on a Single Project**

**INSURANCE REQUIREMENTS FOR PROGRAM MANAGER**

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Program Manager shall maintain at a minimum, the following insurance coverages and limits for this Project:

A. Commercial General Liability Coverage Limits - Occurrence Basis:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal & Advertising Liability	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expense (any one person)	\$ 10,000
Blanket Contractual Liability Coverage	

B. Automobile Liability - Any Auto (including Hired and Non-Owned Autos):

Combined Single Limit	\$1,000,000
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C. Statutory Worker's Compensation and Employers Liability:

Workers' Compensation	Statutory
Employer's Liability (Accident/Disease Limit/Employee)	\$1M/\$1M/\$1M
Broad Form All States Coverage	

D. Excess Liability - Umbrella Form (over A, B, C Coverages):

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

E. Professional Liability – Errors and Omissions Coverage:

Per Claim	\$5,000,000
Annual Aggregate	\$5,000,000
Maximum Deductible Permissible	\$ 100,000

Retroactive Date shall be no later than the date of first service from the Program Manager, even if prior to execution of this agreement.

Program Manager is required to carry coverage for a term of at least the Statute of Repose in North Carolina beyond Completion of the Project.

- F. **Additional Insured:** Owner shall be named as an Additional Insured under coverage outlined in items A, B & D above.
- G. **Primary and Non-Contributory:** For coverages outlined in items A, B and D above, these limits shall be primary and non-contributory with respect to any insurance or self-insurance program carried by Owner.
- H. **Waiver of Subrogation:** For coverages outlined in items A, B, C and D above, insurer must waive its subrogation rights against the Owner.
- I. **Notice of Cancellation:** The insurance provided in this section shall not be cancelled unless Owner is given thirty (30) days written notice in advance of the cancellation date and Program Manager has made arrangements for replacement insurance under this section. Failure of the Program Manager to keep the insurance policies required above in full force and effect shall constitute a breach of this Agreement, in which case the Owner shall have the right, in addition to and without prejudice to any other rights, to purchase such insurance on behalf of the Program Manager, and the Program Manager shall pay the cost thereof to the Owner upon demand and shall furnish such information needed by the Owner to obtain such insurance or, alternatively, to immediately terminate this agreement for cause.
- J. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of North Carolina and have a Best Rating of no less than A X for the Program Manager and A-VI for Sub-Consultants.
- K. **Sub-Consultants' Insurance:** The Program Manager will cause each sub-consultant employed by the Program Manager to purchase and maintain insurance of the types specified above in A, B, C, D and E with the exception of a requirement for \$1,000,000 in Umbrella Limits (D) and \$1,000,000 Per Claim/Annual Aggregate for Professional (E). When requested by the owner, the Program Manager will furnish copies of certificates of insurance evidencing coverage for each consultant.
- L. **Joint Ventures:** If the Program Manager is a joint venture involving 2 or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each policy specified.
- M. **No Reduction or Limit of Obligation:** By requiring insurance, the owner does not represent that coverage and limits will necessarily be adequate to protect the Program Manager. Insurance effected or procured by the Program Manager will not reduce or limit the Program Managers contractual obligation to indemnify and defend the owner, for claims made or suits brought which result from or are connected with the performance of this contract.
- N. **Certificates of Insurance:** Before starting work, the Project Manager will give the owner a certificate of insurance completed by a duly authorized representative of their insurer.

The Program Manager certifies that the required coverages will not be canceled, non renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to:

**Greater Asheville Regional Airport Authority**  
**Attn: Director of Administration**  
**61 Terminal Drive, Suite 1**  
**Fletcher, NC 28732**

Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence that is provided will not be construed as a waiver of the Program Manager's obligation to maintain such insurance.

The acceptance of delivery by the owner of any certificate of insurance evidencing the required insurance coverages and limits does not constitute approval or agreement by the owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The owner will have the right, but not the obligation, of prohibiting the Program Manager or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the owner. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with the Program Manager's final invoice and on an annual basis through the term required.

If the Program Manager fails to maintain the insurance as set forth here, the owner will have the right, but not the obligation, to purchase said insurance at Program Manager's expense. Alternatively, the Program Manager's failure to maintain the required insurance may result in termination of this contract at owner's option.

## **Attachment C**

### **Responsibilities of the Resident Project Representative**

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The Resident Project Representative (RPR) shall be the agent and employee of Program Manager and shall:

- A. Make extensive and comprehensive on-site observations of the work in progress, assist Program Manager, Owner or Architect in determining if the work is proceeding in accordance with the Contract Documents; make field checks of materials and equipment incorporated into the work; provided that Program Manager, Owner or Architect shall not have control over the construction means, methods, techniques, sequences or procedures of the Contractor(s) or the safety precautions or programs of the Contractor(s).
- B. Be Program Manager, Owner or Architect's agent at the construction site.
- C. Deal with subcontractors only through the Contractor(s), unless authorized by Program Manager, Owner or Architect and the appropriate Contractor to deal directly with a subcontractor.
- D. Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by the Contractor(s).
- E. Attend meetings with the Contractor(s), such as pre-construction conferences, progress meetings, job conferences and other Project related meetings, and prepare and circulate copies of minutes thereof to Owner and other appropriate parties. (In the event that there is no Resident Project Representative, Program Manager shall be responsible for the preparation and circulation of the minutes for all such meetings.)
- F. Serve as Program Manager, Owner or Architect's liaison with the Contractor(s), working principally through the Contractor(s)' superintendents; and assist the Contractor(s) in understanding the intent of the Contract Documents; and assist Program Manager, Owner or Architect in serving as Owner's liaison with the Contractor(s), particularly when the Contractor(s)' operations affect Owner's airport operations.
- G. Assist in obtaining from Owner such additional details and information as may be required for the proper execution of the work.
- H. Record the dates of receipt of shop drawings and samples.
- I. Receive samples which are furnished at the job site by the Contractor(s), and notify Program Manager, Owner or Architect of the availability of samples for examination.
- J. Advise Program Manager, Owner or Architect and the Contractor(s) of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Program Manager, Owner or Architect.

- K. Report in writing to Program Manager, Owner or Architect whenever he or she believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Program Manager, Owner or Architect in writing of any work that he or she believes should be corrected or rejected, or should be uncovered for observation, or may require special testing, inspection or approval.
- L. Verify that tests, equipment, and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor(s) maintain adequate written records thereof; and observe, record in writing and report to Program Manager, Owner or Architect appropriate details relative to the test procedures and the start-ups.
- M. Accompany governmental inspectors, and report in writing to Program Manager, Owner or Architect the results of the inspections.
- N. Report in writing to Program Manager, Owner or Architect when clarifications and interpretations of the Contract Documents are needed; and transmit Program Manager, Owner or Architect's clarifications and interpretations to the Contractor(s).
- O. Evaluate the Contractor(s)' suggestions for modifications in drawings and specifications; report his or her recommendations in writing to Program Manager, Owner or Architect; and transmit Program Manager, Owner or Architect's decisions to the Contractor(s).
- P. Maintain at the job site orderly files for correspondence, reports of job conferences, minutes of meetings, shop drawings and samples, reproductions of the Contract Documents including but not limited to all addenda and change orders, Program Manager, Owner or Architect's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Program Manager and RPR shall keep all documents (including but not necessarily limited to the documents referred to in this paragraph and the next two paragraphs) for a period of six (6) years after the Project is fully completed, and during the construction period and this six (6) year period, Owner, the FAA, the Comptroller General of the United States and their duly authorized representatives shall have access to these documents for purposes of examination, audit and copying.
- Q. Keep a diary or logbook and record therein the Contractor(s)' hours on the job site, weather conditions, data relative to questions about the work, job site visitors, daily activities, decisions, observations in general, and specific observations with respect to test procedures.
- R. Record names, addresses and telephone numbers of all Contractor(s), subcontractors and major suppliers of material and equipment.
- S. Furnish Program Manager, Owner or Architect periodic written reports of the progress of the work and of the Contractor(s)' compliance with the progress schedule and schedule of shop drawings and sample submittals.

- T. Consult with Program Manager, Owner or Architect in advance of scheduled major tests, inspections, and the start of important phases of the work.
- U. Draft proposed change orders and obtain backup materials from the Contractor(s), and make recommendations to Program Manager, Owner or Architect.
- V. Report immediately to Program Manager, Owner or Architect upon the occurrence of any accident, and confirm such report in writing.
- W. Review applications for payment with the Contractor(s) and forward his or her written recommendations to Program Manager, Owner or Architect, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered to the job site but not incorporated in the work.
- X. Verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor(s) are applicable to the items actually installed and are in accordance with the Contract Documents; and have this material delivered to Program Manager, Owner or Architect for review and forwarding to Owner prior to the final payment for work.
- Y. Before Program Manager, Owner or Architect issues a certificate of substantial completion, submit to each Contractor a written list of observed items requiring completion or correction.
- Z. Conduct a final inspection in the company of Program Manager, Owner or Architect and the Contractor(s), and prepare a final written list of items to be completed or corrected.
- AA. Determine that all items on the final list have been completed or corrected, and make recommendations in writing to Program Manager, Owner or Architect concerning acceptance of the work and corrections.

The Resident Project Representative shall not:

- A. Authorize any deviation from the Contract Documents, or any substitution of materials or equipment, unless authorized in writing by Program Manager, Owner or Architect.
- B. Exceed Program Manager, Owner or Architect's authority as set forth herein or in the Contract.
- C. Undertake any of the responsibilities of the Contractor(s) or subcontractors.
- D. Advise on, issue directions relative to, or assume control over any aspect of the construction means, methods, techniques, sequences, or procedures of the Contractor(s) unless such directions or control are specifically required by the Contract Documents.
- E. Advise on, issue directions relative to, or assume control over Contractor(s)' safety precautions or programs.



- F. Accept shop drawings or sample submittals from anyone other than a Contractor.
- G. Authorize Owner to occupy the Project in whole or in part.
- H. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized in writing by Program Manager, Owner or Architect.
- I. Review any of the Contractor's safety precautions, or the means, methods, sequences, or procedures required for the Contractor to perform the work. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

**Attachment D**  
**To**  
**AIA Document C172-2014**  
**Standard Form of Agreement Between Owner and Program Manager**  
**For Use on a Single Project**

**Hourly Billing Rates**

The following hourly billing rates shall be used from the effective date of the Agreement through the end of the Owner's 2022-2023 fiscal year. The total hourly billing rate for each identified position, with Owner's approval, may be escalated no more than three percent (3%) in any ensuing year of the Agreement over the rates from the prior year.

AVL Title	PM Title	Raw Rate	Audited Overhead Field Rate	Audited Overhead Home Rate	FCCM	AOR+FCCM+Raw	Multiplier+ Profit	Hourly Billing Rate	Full Time/ As Needed
Program Manager	Construction Director	\$110.61	0.8245	N/A	0	1.8245	2.01	\$222.33	FT
Resident Project Representative	Sr. Project Manager	\$82.00	N/A	1.1438	0	2.1438	2.36	\$193.52	AN
Jr./Alt. RPR	Field Project Manager	\$59.00	0.8245	N/A	0	1.8245	2.01	\$118.59	FT
Project Controls	Pjt. Controls Manager	\$72.76	N/A	1.1438	0	2.1438	2.36	\$171.71	AN
Financial Controls	Pjt. Controls Manager	\$72.76	N/A	1.1438	0	2.1438	2.36	\$171.71	AN
IT Support	Sr. IT Eng. Sys. Spec.	\$62.00	N/A	1.1438	0	2.1438	2.36	\$146.32	AN
ORAT Support	Sr. Const. Pjt. Manager	\$81.00	N/A	1.1438	0	2.1438	2.36	\$191.16	AN
	Document Control	\$45.00	0.8245	N/A	0	1.8245	2.01	\$90.45	AN
	Senior Inspector	\$51.49	0.8245	N/A	0	1.8245	2.01	\$103.49	AN

Additional positions may be authorized by the Owner based upon the specific needs of the project during the course of the Agreement. Positions noted as "As Needed" shall only be utilized by the Program Manager with the written authorization of the Owner in advance.

**Attachment E  
To  
AIA Document C172-2014  
Standard Form of Agreement Between Owner and Program Manager  
For Use on a Single Project**

**Authorized Reimbursable Expenses  
And  
Owner Provided Services**

Only the following Program Manager expenses shall be authorized for reimbursement. All such expenses shall be billed "at-cost" as a pass-through-expenses with no mark-ups or multiplier costs added. Backup documentation in the form of invoices or other justification shall be included with each of Program Manager's monthly pay requests to be considered eligible for reimbursement.

<b>Reimbursable Expense Detail</b>	<b>Basis of Reimbursement</b>
Construction Director Lodging	For Construction Director only, capped at \$1,000.00 per month.
Computers/Network/Support	\$100.00 per month per computer capped at 4 each for Program Manager provided laptop computers.
Quality Assurance Testing Services	Monthly expense for sub-consultant QA and other required Owner testing.
Lodging & Per Diem	For part time personnel only. Daily lodging, meals and incidentals per diem rates not to exceed those published by the U.S. General Services Administration for the current fiscal year in Asheville, NC.
Cellular Telephones	Not to exceed \$65 per month per assigned employee. Shall be prorated for part time personnel assigned to project only for days they are on the project site.
Vehicle	One time purchase cost to be reimbursed as a lump sum. Upon completion of project, vehicle title/ownership transfers to Owner.
Team Working Meals	For team working lunches, total annual cost not to exceed \$500.00.
Project Printing	Monthly expense - annual cost not to exceed \$2,400.00.

The Owner shall provide at no direct cost to the Program Manager the following services and/or equipment:

- Copier/scanner/printer
- Common office supplies
- Badging fees
- Postal delivery location
- Work trailer and basic furnishings

**Attachment F**  
**To**  
**AIA Document C172-2014**  
**Standard Form of Agreement Between Owner and Program Manager**  
**For Use on a Single Project**

**Additional Services to be Provided by the Program Manager**

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The Program Manager shall provide the following Additional Services which are identified in Article 4.3 as being provided by the Program Manager and which are described in more detail herein:

1. Quality Assurance Testing (Contained in Article 3.1.4)

The Program Manager shall procure the services of a third-party firm qualified and capable to perform Quality Assurance testing services on behalf of the Owner throughout the term of the project. The services to be performed shall be those customarily performed by the Owner for Quality Assurance purposes, including but not limited to geotechnical investigation, materials testing, inspection of vertical steel or other structural components, or any other required test typical of an Owners Quality Assurance inspection and testing program for a project of the nature of that included in this Agreement. Prior to entering an agreement for such services, the Project Manager shall submit a proposal to the Owner from the prospective firm for review and Owner's approval. Owner may reject selection of the proposed firm at its sole discretion.

2. Furniture, Fixtures and Equipment Procurement Coordination

As requested by Owner, the Program Manager shall participate in and coordinate the specifications and procurement of furniture, fixtures, equipment and other items and furnishings on behalf of Owner required for the project, including but not limited to interior and exterior furniture and fixtures, hold room seating including tables, chairs and recharge fixtures, window coverings, office furniture and special equipment, and other such items necessary for the operation of both public and private spaces within the terminal building.

3. Life Cycle and/or Benefit Cost Analysis

If requested by Owner, the Program Manager shall conduct a life cycle and/or a benefit cost analysis of any equipment, systems, improvements, or other construction currently in the program or being considered for inclusion in the program by Owner. If such a request by Owner requires the Program Manager to utilize a third-party firm to complete such an analysis, it shall first provide Owner with a written proposal and cost for the conduct of the work to be performed for Owners review and approval in advance of undertaking the work. Any such work requested that is approved by Owner to be conducted by a third-party firm shall be billed as a Reimbursable Expense with no mark up or multiplier added to the cost.

#### 4. Move Management

The Program Manager shall become familiarized with the Owners needs and requirements regarding its own temporary relocation from its offices during the course of the project, as well as that of its tenants, including but not limited to airlines, TSA, FAA, rental cars, and concessionaires. The Program Manager shall participate in and coordinate with the Owner, Construction Manager and other terminal building tenants regarding the scheduling, requirements and logistics of each entity's needs regarding each of the moves, either temporary or permanent, provide input and recommendations, and assist in general with such coordination and requirements.

#### 5. Coordination of Hazardous Material Testing or Abatement

In the event any hazardous material is discovered during the course of the project that is determined to be the responsibility of the Owner, or that the Owner otherwise accepts responsibility for, the Program Manager at the request of the Owner shall coordinate the procurement of a third-party firm or company to investigate, test, report findings, and abate and properly dispose of any necessary hazardous materials. For hazardous materials that are determined to be the responsibility of the Construction Manager, or that the Construction Manager accepts responsibility for, the Program Manager shall monitor the actions of the Construction Manager to ensure that all appropriate legal steps are taking place to properly investigate, test, report findings, and abate and properly dispose of any necessary hazardous materials.

#### 6. Payroll Compliance Services

As part of its monthly review of Pay Applications, the Program Manager shall review for compliance certified payroll information required to be submitted by the Construction Manager. Each review shall ensure that Davis Bacon Prevailing Wage Rates are being properly used and documented, and that billings for payroll are consistent with the number of hours and type of trade personnel that performed work on the project for the billing period. Additionally, the Program Manager shall each month perform field interviews with a sampling of workers from each trade partner/sub-contractor to ensure that such personnel are aware of the requirement that they receive prevailing wage rates and that they can verify that they are in fact receiving such rates of pay. The number of interviews each month shall be at least that number necessary to meet any federal requirements for the project, or that necessary to make a determination that the Construction Manager is in full compliance with these requirements.

#### 7. Early Procurement of Materials or Supplies

The Program Manager shall participate in and assist in coordinating with the Construction Manager on behalf of Owner as may be necessary, the early procurement of materials and supplies necessary for the project. Program Manager shall assist in identifying materials and supplies with unusually long lead times for delivery that could result in project delays if not available on site by certain times, and make recommendations to the Owner, Construction Manager and Architect for procurement schedules for such items so that delay impacts are either minimized or eliminated.

**Attachment G  
To  
AIA Document C172-2014  
Standard Form of Agreement Between Owner and Program Manager  
For Use on a Single Project**

**Federal Aviation Administration (FAA)  
Mandatory Contract Provisions**

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## Required Federal Contract Provisions

This project will be funded in part with Federal and/or State grant monies which are conditional upon the mandatory inclusion of the following Federal Contract Provisions.

The following mandatory federal contract provisions shall be a part of the final contract for Construction Manager at Risk services and shall be incorporated into same as contract terms and conditions/provisions. Should there be any conflict between the standard terms of the AIA contract agreement and these mandatory federal contract provisions, the mandatory federal contract provisions shall be superior and shall apply instead of the terms and conditions of the standard AIA contract document.

## **ACCESS TO RECORDS AND REPORTS**

(49 CFR Part 18.36(i), 49 CFR Part 18.42)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.



**AFFIRMATIVE ACTION REQUIREMENT**  
(41 CFR Part 60-4, Executive Order 11246)

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade	<b>tbd</b>
Goals for female participation in each trade	<b>tbd</b>

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Asheville, NC**.

**BREACH OF CONTRACT TERMS**  
(49 CFR Part 18.36(i)(1))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**BUY AMERICAN CERTIFICATION**  
(49 USC § 50101)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (see proposal forms) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

## **CIVIL RIGHTS - GENERAL**

(49 USC § 47123)

### **General Civil Rights Provisions**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHTS – TITLE VI ASSURANCES**  
(49 USC § 47123)

**Title VI Solicitation Notice**

**(Appendix 4, FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

The Greater Asheville Regional Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Title VI Clauses for Compliance with Nondiscrimination Requirements**

**(Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-

discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Authorities  
(Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs

or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**CLEAN AIR AND WATER POLLUTION CONTROL**  
(49 CFR § 18.36(i)(12))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**  
(49 CFR § 18.36(i)(6))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

**COPELAND "ANTI-KICKBACK" ACT**  
(49 CFR § 18.36(i)(4), 29 CFR Parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**DAVIS BACON REQUIREMENTS**  
(49 CFR § 18.36(i)(5))

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except

that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part

5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

(2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

### **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.



## DISADVANTAGED BUSINESS ENTERPRISE

(49 CFR Part 26)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation within 5 days after bid opening.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Greater Asheville Regional Airport Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the Greater Asheville Regional Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Greater Asheville Regional Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

## **ENERGY CONSERVATION REQUIREMENTS**

(49 CFR Part 18.36(i)(13))

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

## **EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS**

(41 CFR § 60-1.4, Executive Order 11246)

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs

18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female

personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any

contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**  
(29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

**LOBBYING AND INFLUENCING FEDERAL EMPOLYEEES**  
(49 CFR Part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **NONSEGREGATED FACILITIES REQUIREMENT**

(41 CFR § 60-1.8)

### **PROHIBITION of SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**  
(20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**PROCUREMENT OF RECOVERED MATERIALS**  
(2 CFR Section 200.322, 40 CFR Part 247)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;  
or,

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservetools/cpg/products/](http://www.epa.gov/epawaste/conservetools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**RIGHT TO INVENTIONS**  
(49 CFR part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TERMINATION OF CONTRACT**

(49 CFR part 18.36(i)(2))

### **Termination for Convenience (Construction & Equipment Contracts)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

### **Termination for Default (Construction)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

## **TRADE RESTRICTION**

(49 CFR part 30)

### **Trade Restriction Clause**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



## **VETERAN'S PREFERENCE**

(49 USC § 47112(c))

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **TEXTING WHILE DRIVING**

(Executive Order 13513, DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.



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## **MEMORANDUM**

TO: Members of the Airport Authority

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

DATE: May 13, 2022

### **ITEM DESCRIPTION – NEW BUSINESS ITEM D**

Approval of Agreement for Landside Landscaping Services

### **BACKGROUND**

Due to staff shortages and the difficulty in hiring maintenance personnel, it is requested to execute an agreement with Green Impact Commercial Landscape in a not-to-exceed amount of \$84,300.00 for the 2022 season, to conduct the landside landscaping requirements of the airport. The cost of this service will be offset by the salary expense that would be paid if personnel were able to be hired, and other budgeted line items. The agreement is scalable, therefore, as personnel are hired, the services performed by Green Impact Commercial Landscape would be reduced.

### **ISSUES**

None

### **ALTERNATIVES**

None recommended.

### **FISCAL IMPACT**

The expense would be offset by a combination of budgeted personnel and other contract costs.



## **RECOMMENDED ACTION**

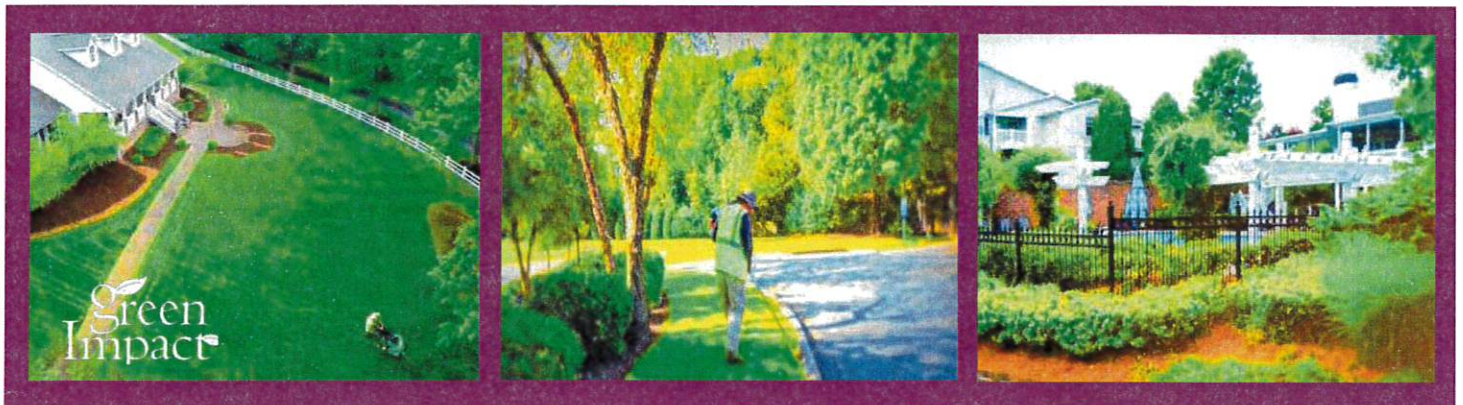
It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the issuance of a purchase order with Green Impact Commercial Landscapes in the amount of \$84,300.00 and (2) authorize the Executive Director to execute the necessary documents.



# 2022 LANDSCAPE MANAGEMENT PROGRAM

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"Asheville Regional Airport" Fletcher, NC



"CREATE AND  GROW TOGETHER.."  
WITH GREEN IMPACT COMMERCIAL LANDSCAPES.



# SAFETY IS OUR STANDARD

## WORKPLACE SAFETY IS OUR STANDARD

At Green Impact we value the health and well-being of our employees and customers as a foundation of our belief that “safety is our standard”. We maintain compliance with OSHA and all state and federal laws and regulations. Below are measures we employ to maintain a safe working environment on and off your property.

## KNOW YOUR GREEN IMPACT CREW

- Criminal background checks performed on all employees
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed staff with safety vests
- Clearly marked vehicles
- Required use of cones to mark safety zone
- Ongoing safety training and new site safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance





# COMMUNICATION COMMITMENT

## CLIENT INTERACTION CATERED TO YOUR STYLE

To achieve the desired outcome and high level of service our clients expect, effective communication is our standard. There is no better way to keep our customers highly satisfied than to always make sure we understand your current needs and priorities. Two-way communication is the bedrock of our service. Through this, we ensure quality is upheld, and expectations are met. Prompt responses to your needs and concerns are our guarantee.

## PROACTIVE COMMUNICATION/MANAGEMENT

- Walk your property with you quarterly to understand your needs and Priorities.
- Submit detailed Site Audits every 4-6 weeks, informing you of future scheduling of seasonal task, and recognition of any issues that require corrective action.
- Report our daily routine maintenance activities as often as you prefer.
- Provide detailed enhancement suggestions identifying areas of need or ideas to improve your existing design.
- You will be assigned a primary point of contact (Account Manager), from our company. These managers are assigned by Geographic regions to ensure a close proximity for speedy issue resolution. Working closely with the account manager will also be a Maintenance supervisor who will be on-site often, working with crews, and crew leaders to monitor weekly performance.

**Green Impact**  
General Maintenance Inspection

Property:        Site:        Property Representative:       

Inspected By:        Address:        Date of Inspection:        Date of Last Inspection:       

Property Overall Score:        Goal (50% - 52.5%) Turf Score:        Goal (75% - 80%)

Seasonal Care Score:        Goal (50% - 52.5%) Plant Score:        Goal (75% - 80%)

General Notes:       

Maintenance:        Last Service Visit:        Crew Assigned:        AM or PM?       

Weekly Compliance:        Winter Compliance:        Mowing Compliance:       

Quality Assurance (Spring/Summer/Winter):       

30' Area Rating/Photos:       

Maintenance Notes and Issues:        Action:       

Advisor:        Next Visit:       

Inspector:       

Inspector Maintenance of Property No.       



**Green Impact**  
Project Close Document

Property:        Site:        Start Date:        Finish Date:       

Project Description:       

Before Photos:

After Photos:

Change Orders:       

Inspector:







# TERMS AND CONDITIONS

## Service Agreement

THIS AGREEMENT is made and entered into as of this date \_\_\_\_\_ by and between "Asheville Regional Airport" Fletcher, NC (Page 6) hereinafter referred to as "Facility Representative", and Green Impact Landscape / McBryde Landscape, hereinafter referred to as "Contractor". Facility Representative desires that services be performed at \_\_\_\_\_ here in after referred to as "property", located at See Page 6 and Contractor desires to perform said services as specified in, and subject to, the terms, covenants and conditions in this Agreement.

### I. SERVICES TO BE PERFORMED

- A. Contractor agrees to perform those specific services described in this Proposal and Scope of Work
- B. The services required of Contractor under this Agreement shall be performed during those hours which the property is normally open for business, unless otherwise specified.

### II. DEFINITIONS

- A. "Work" is defined as the equipment and services to be provided by Contractor in order to complete task associated with "weekly landscape maintenance."
- B. "Work Area" is defined as the area in the Property to which the Contractor must have access in order to perform its obligations under this Agreement and shall include, but not be limited to, all common areas. Vacant suites and easements related to the Property. Contractor acknowledges the work area and on-site conditions have been inspected prior to entering into this Agreement.

### III. MATERIALS, SUPPLIES, AND WORKMANSHIP

- A. Unless indicated to the contrary, the Contractor shall purchase and provide all materials and supplies and labor to timely complete the work to the Facility Representative satisfaction. In the event Contractor is requested in writing by Facility Representative to make additional purchases of materials or supplies, Facility Representative covenants to reimburse Contractor for costs incurred, without duplication of mark up, in the purchasing of such materials and supplies within forty-five days of receipt of an itemized billing sent to Facility Representative by Contractor. In no event shall Contractor make additional purchases for Facility Representative unless specifically requested to do so in writing and approved in writing by Facility Representative.

8. All work provided by Contractor shall be performed in a workmanlike and professional manner to the satisfaction of Facility Representative.



# TERMS AND CONDITIONS

## **VIJJ. TERMINATIONS**

A. Facility Representative and Contractor shall each have the right to terminate this Agreement at any time and for, unspecified reason upon giving the other party at least thirty (30) days prior written notice of its intention to exercise its right of termination. In addition, Facility Representative shall have the right to terminate this Agreement at any time for cause, upon giving forty-eight (48) hours written notice of its intention. Property Representative will specifically notify Contractor of its basis for termination. "For cause" shall be defined as, a breach of a material covenant, or a failure to timely perform a material obligation of this Agreement. Facility Representative shall pay for Contractor services rendered through the date of termination, subject to Facility Representative rights in Article VIII, and Facility Representative shall have no further liability to Contractor .

## **IX . GENERAL PROVISIONS**

A. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, cost and necessary disbursements in addition to any other relief to which such party may be entitled.

B. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein, and no charge shall be made for extra work, changes, or materials unless they have been previously ordered in writing by Facility Representative.

C. This agreement shall be governed by the laws of the state in which the Property is located. This constitutes the entire Agreement between the parties regarding its subject matter . If any provision or portion of a provision is held by a court to be invalid, void, or unenforceable, the remaining provision and portions thereof shall nevertheless continue in full force and effect.

D. Insurance. During the term of this Agreement, Contractor shall at all times maintain at its own expense commercial general liability insurance as well as workers' compensation insurance for any employees who may assist such party in the performance of its obligations hereunder. The general liability insurance shall have limits of not less than \$1,000,000. The workers' compensation insurance limits shall be as required by applicable law.

E. Indemnification. Contractor agrees to indemnify and hold harmless Facility Representative from and against any and all claims, costs, actions, suits, judgments, damages, liabilities, losses, or expenses including, without limitation, reasonable attorney's fees and the reasonable fees of expert witnesses and other consultants, which arise or are asserted against or imposed upon Facility Representative as the result of any act or omission of Contractor, its employees, agents, and/or other representatives, or any breach of any covenant, representation or warranty contained herein.



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## MEMORANDUM

TO: Members of the Airport Authority  
FROM: Lew Bleiweis, A.A.E., Executive Director  
DATE: May 13, 2022

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

March, 2022 Traffic Report – Asheville Regional Airport

### **SUMMARY**

March, 2022 overall passenger traffic numbers were up 73.5% compared to the same period last year. Passenger traffic numbers reflect a 73.4% increase in passenger enplanements from March, 2021. Enplanements for Fiscal Year to Date total 607,421, which is a 121.5% increase over the same period last year.

### **AIRLINE PERFORMANCE**

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in March 2022 were up by 59.6%. There were 51 flight cancellations for the month.

American Airlines: American's March 2022 passenger enplanements represent a 31.0% increase over the same period last year. There were no flight cancellations for the month.

Delta Airlines: Enplanements for Delta in March 2022 increased by 178.1%. There were no flight cancellations for the month.

United Airlines: In March 2022, United Airlines saw an increase in enplanements by 70.8% over the same period last year. There were no flight cancellations for the month.

# Monthly Traffic Report

## Asheville Regional Airport

### March 2022



Category	Mar 2022	Mar 2021	Percentage Change	*CYTD-2022	*CYTD-2021	Percentage Change	*MOV12-2022	*MOV12-2021	Percentage Change
<b>Passenger Traffic</b>									
Enplaned	67,677	39,029	73.4%	157,233	84,664	85.7%	788,584	296,891	165.6%
Deplaned	<u>67,391</u>	<u>38,833</u>	73.5%	<u>154,904</u>	<u>82,445</u>	87.9%	<u>784,710</u>	<u>292,402</u>	168.4%
<b>Total</b>	<b>135,068</b>	<b>77,862</b>	<b>73.5%</b>	<b>312,137</b>	<b>167,109</b>	<b>86.8%</b>	<b>1,573,294</b>	<b>589,293</b>	<b>167.0%</b>
<b>Aircraft Operations</b>									
Airlines	1,158	1,268	-8.7%	3,067	2,952	3.9%	14,218	9,589	48.3%
Commuter/ Air Taxi	<u>518</u>	<u>559</u>	-7.3%	1,477	1,446	2.1%	12,619	6,687	88.7%
<b>Subtotal</b>	<u>1,676</u>	<u>1,827</u>	-8.3%	<u>4,544</u>	<u>4,398</u>	3.3%	<u>26,837</u>	<u>16,276</u>	64.9%
General Aviation	3,314	3,524	-6.0%	9,221	8,080	14.1%	45,786	37,871	20.9%
Military	<u>491</u>	<u>347</u>	41.5%	<u>1,274</u>	<u>698</u>	82.5%	<u>4,978</u>	<u>2,527</u>	97.0%
<b>Subtotal</b>	<u>3,805</u>	<u>3,871</u>	-1.7%	<u>10,495</u>	<u>8,778</u>	19.6%	<u>50,764</u>	<u>40,398</u>	25.7%
<b>Total</b>	<b>5,481</b>	<b>5,698</b>	<b>-3.8%</b>	<b>15,039</b>	<b>13,176</b>	<b>14.1%</b>	<b>77,601</b>	<b>56,674</b>	<b>36.9%</b>
<b>Fuel Gallons</b>									
100LL	8,070	16,538	-51.2%	30,762	32,769	-6.1%	181,503	151,611	19.7%
Jet A (GA)	111,927	104,157	7.5%	282,403	223,739	26.2%	1,911,666	1,269,441	50.6%
<b>Subtotal</b>	<u>119,997</u>	<u>120,695</u>	-0.6%	<u>313,165</u>	<u>256,508</u>	22.1%	<u>2,093,169</u>	<u>1,421,052</u>	47.3%
Jet A (A/L)	<u>649,785</u>	<u>580,721</u>	11.9%	<u>1,561,818</u>	<u>1,507,835</u>	3.6%	<u>7,972,914</u>	<u>4,138,384</u>	92.7%
<b>Total</b>	<b>769,782</b>	<b>701,416</b>	<b>9.7%</b>	<b>1,874,983</b>	<b>1,764,343</b>	<b>6.3%</b>	<b>10,066,083</b>	<b>5,559,436</b>	<b>81.1%</b>

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

Tuesday, April 26, 2022

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

March 2022



	Mar 2022	Mar 2021	Percentage Change	*CYTD-2022	*CYTD-2021	Percentage Change
<b>Allegiant Air</b>						
Enplanements	33,462	20,961	59.6%	76,763	44,098	74.1%
Seats	41,196	44,187	-6.8%	104,619	88,584	18.1%
Load Factor	81.2%	47.4%	71.2%	73.4%	49.8%	47.4%
<b>American Airlines</b>						
Enplanements	13,159	10,047	31.0%	33,586	22,136	51.7%
Seats	15,004	19,274	-22.2%	43,965	46,178	-4.8%
Load Factor	87.7%	52.1%	68.2%	76.4%	47.9%	59.4%
<b>Delta Air Lines</b>						
Enplanements	15,443	5,554	178.1%	34,262	13,367	156.3%
Seats	18,550	12,932	43.4%	46,260	31,768	45.6%
Load Factor	83.3%	42.9%	93.8%	74.1%	42.1%	76.0%
<b>Sun Country</b>						
Enplanements	1,399	0	#Div/0!	2,989	0	#Div/0!
Seats	1,674	0	#Div/0!	4,464	0	#Div/0!
Load Factor	83.6%	#Num!	#Type!	67.0%	#Num!	#Type!
<b>United Airlines</b>						
Enplanements	4,214	2,467	70.8%	9,633	5,063	90.3%
Seats	4,650	4,950	-6.1%	12,220	12,100	1.0%
Load Factor	90.6%	49.8%	81.8%	78.8%	41.8%	88.4%
<b>Totals</b>						
Enplanements	67,677	39,029	73.4%	157,233	84,664	85.7%
Seats	81,074	81,343	-0.3%	211,528	178,630	18.4%
Load Factor	83.5%	48.0%	74.0%	74.3%	47.4%	56.8%

Tuesday, April 26, 2022

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

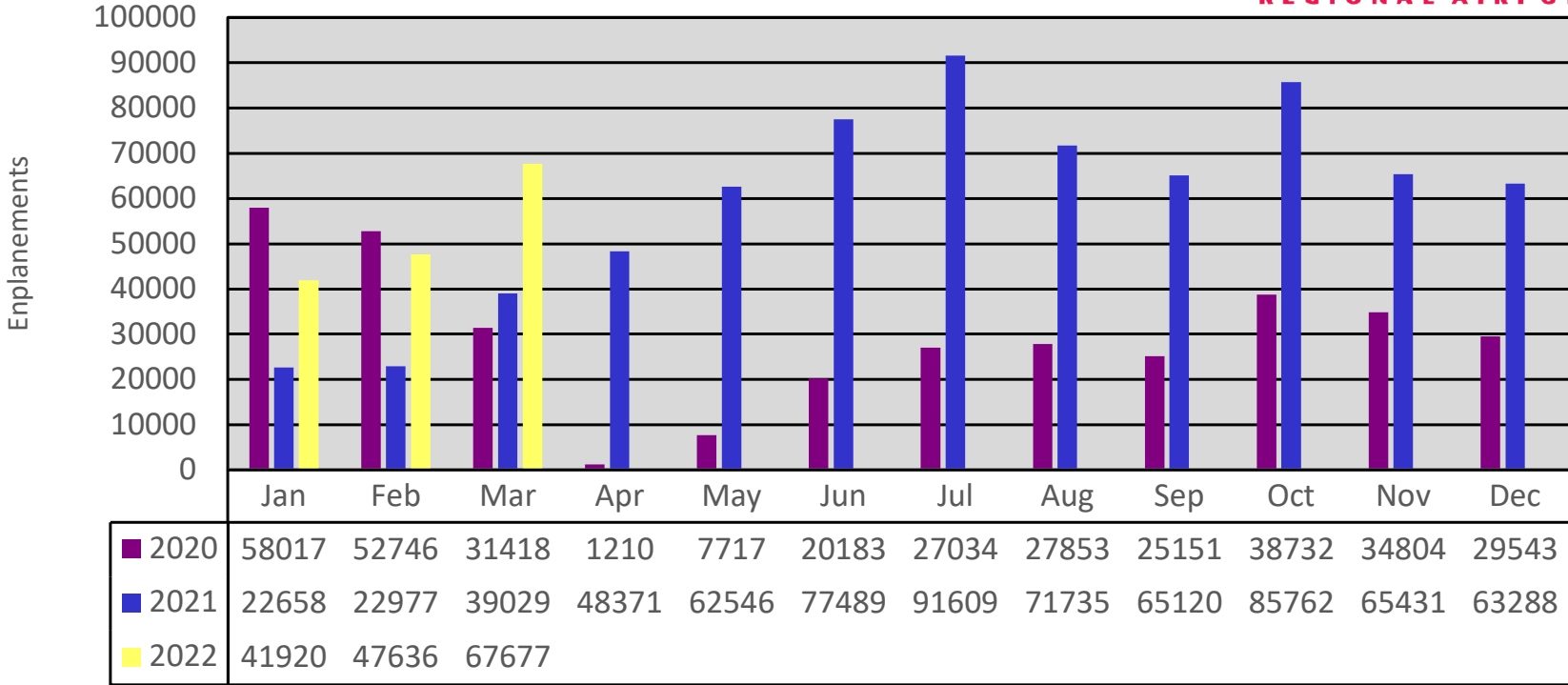
# Airline Flight Completions Asheville Regional Airport

March 2022

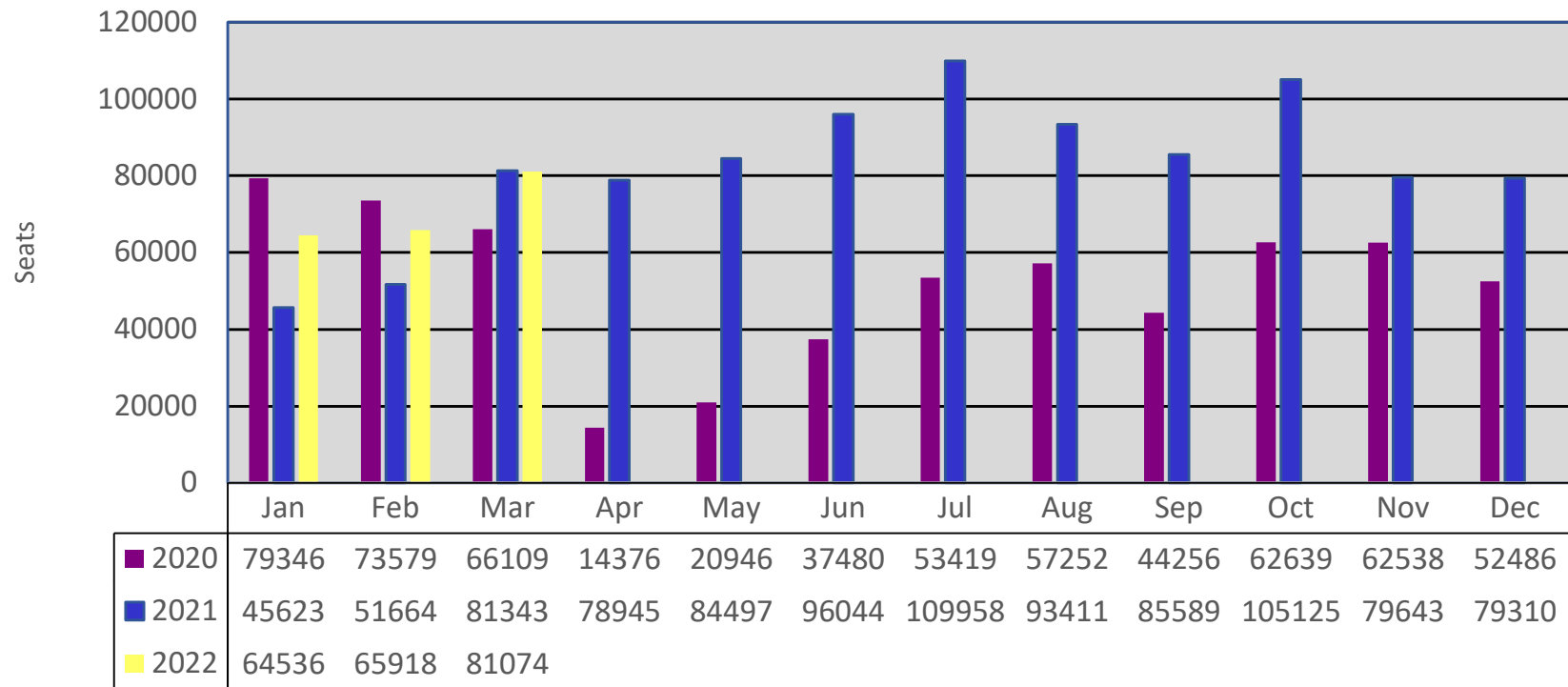


Airline	Scheduled Flights	Field	Cancellations Due To			Total Cancellations	Percentage of Completed Flights
			Mechanical	Weather	Other		
Allegiant Air	287	0	0	0	51	51	82.2%
American Airlines	198	0	0	0	0	0	100.0%
Delta Air Lines	184	0	0	0	0	0	100.0%
Sun Country	9	0	0	0	0	0	100.0%
United Airlines	93	0	0	0	0	0	100.0%
<b>Total</b>	<b>771</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51</b>	<b>51</b>	<b>93.4%</b>

# Monthly Enplanements By Year Asheville Regional Airport

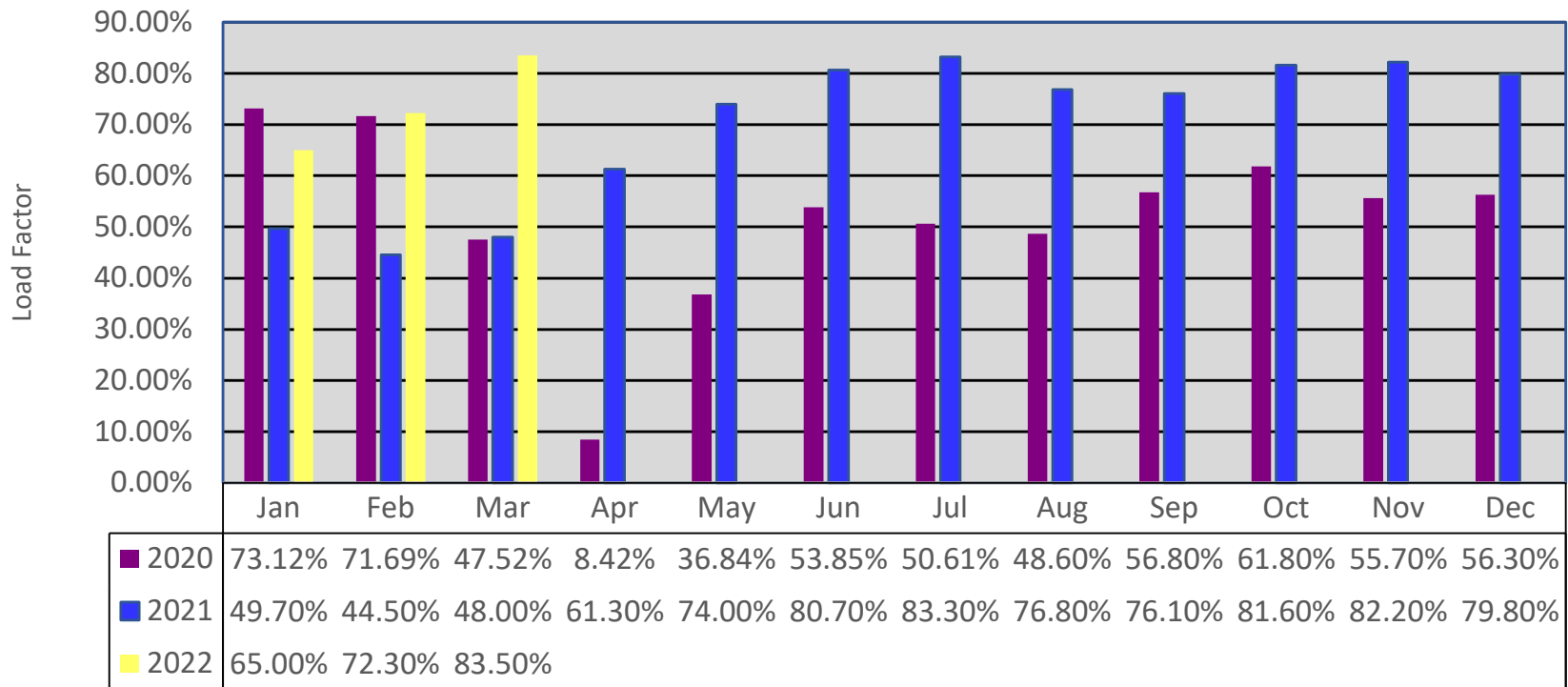


# Monthly Seats By Year Asheville Regional Airport

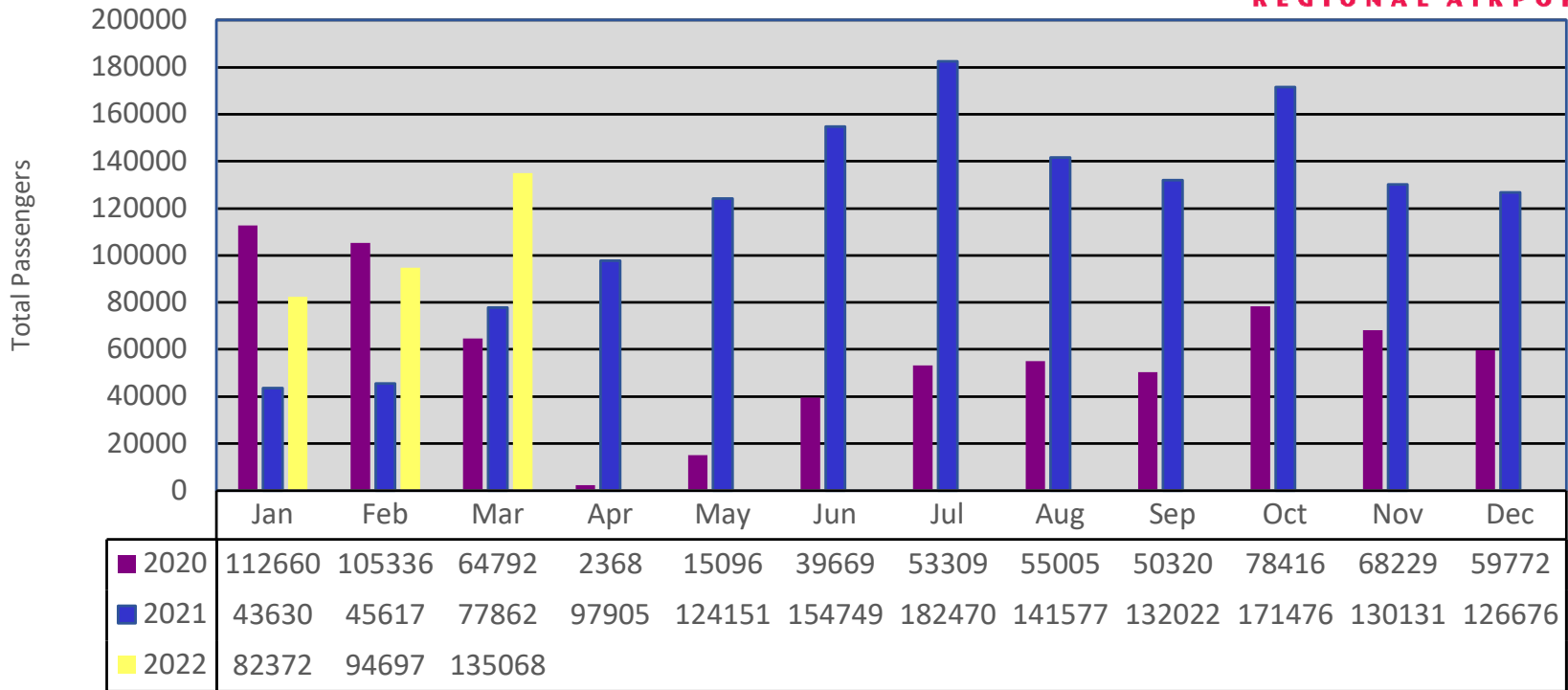




# Monthly Load Factors By Year Asheville Regional Airport

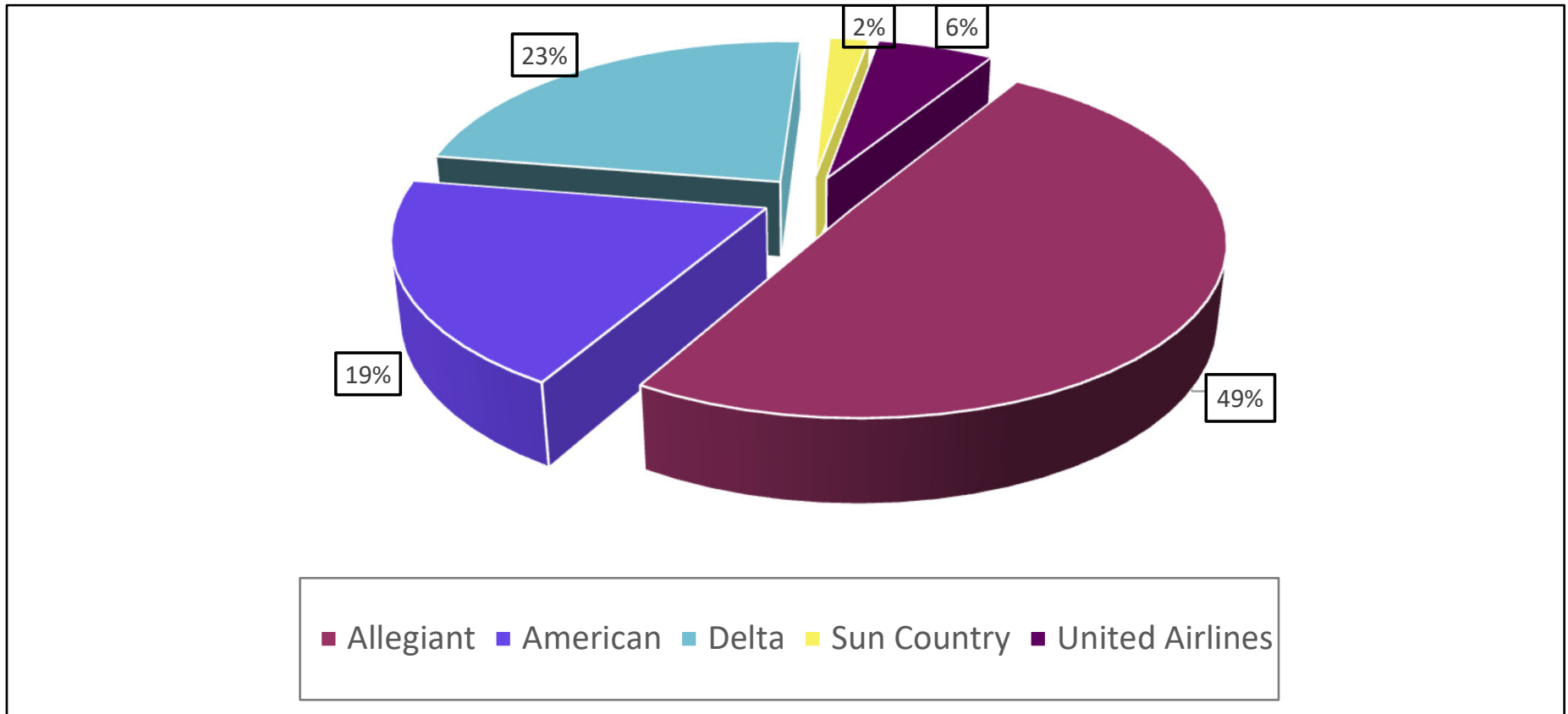


# Total Monthly Passengers By Year Asheville Regional Airport



# Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From March 2022 Through March 2022



AVL - Three month schedule Summary Report  
 June 2022 to August 2022 vs. June 2021 to August 2021 vs. June 2020 to August 2020  
 25-Apr-22

Mkt AI	Travel Period		Jun 2022		Jun 2021		Jun 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AVL	1	76	0	0	0	0	1	76	-	-	1	76	-	-
AA	AVL-AUS	AUS	1	76	0	0	0	0	1	76	-	-	1	76	-	-
AA	AVL-BOS	BOS	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	BOS-AVL	AVL	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	AVL-CLT	AVL	56	4,179	48	3,040	21	1,596	8	1,139	16.7%	37.5%	35	2,583	166.7%	161.8%
AA	CLT-AVL	AVL	56	4,179	48	3,040	21	1,596	8	1,139	16.7%	37.5%	35	2,583	166.7%	161.8%
AA	AVL-DCA	AVL	9	684	7	532	0	0	2	152	28.6%	28.6%	9	684	-	-
AA	DCA-AVL	AVL	9	684	7	532	0	0	2	152	28.6%	28.6%	9	684	-	-
AA	AVL-DFW	AVL	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114.3%	114.3%
AA	DFW-AVL	AVL	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114.3%	114.3%
AA	AVL-LGA	AVL	1	76	1	65	0	0	0	11	0.0%	16.9%	1	76	-	-
AA	LGA-AVL	AVL	1	76	1	65	0	0	0	11	0.0%	16.9%	1	76	-	-
AA	AVL-MIA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	MIA-AVL	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	AVL-ORD	AVL	7	532	7	455	0	0	0	77	0.0%	16.9%	7	532	-	-
AA	ORD-AVL	AVL	7	532	7	455	0	0	0	77	0.0%	16.9%	7	532	-	-
AA	AVL-PHL	AVL	7	455	13	691	5	380	(6)	(236)	(46.2%)	(34.2%)	2	75	40.0%	19.7%
AA	PHL-AVL	AVL	7	455	13	691	5	380	(6)	(236)	(46.2%)	(34.2%)	2	75	40.0%	19.7%
B6	AVL-BOS	AVL	3	300	0	0	0	0	3	300	-	-	3	300	-	-
B6	BOS-AVL	AVL	3	300	0	0	0	0	3	300	-	-	3	300	-	-
DL	ATL-AVL	AVL	42	4,620	43	3,178	7	532	(1)	1,442	(2.3%)	45.4%	35	4,088	500.0%	788.4%
DL	AVL-ATL	AVL	42	4,620	43	3,178	7	532	(1)	1,442	(2.3%)	45.4%	35	4,088	500.0%	788.4%
DL	AVL-DTW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	DTW-AVL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	AVL-LGA	AVL	14	985	7	532	0	0	7	453	100.0%	85.2%	14	985	-	-
DL	LGA-AVL	AVL	14	985	7	532	0	0	7	453	100.0%	85.2%	14	985	-	-
DL	AVL-MSP	AVL	1	132	0	0	0	0	1	132	-	-	1	132	-	-
DL	MSP-AVL	AVL	1	132	0	0	0	0	1	132	-	-	1	132	-	-
G4	AUS-AVL	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	4	708	2	354	0	0	2	354	100.0%	100.0%	4	708	-	-
G4	BOS-AVL	AVL	4	708	2	354	0	0	2	354	100.0%	100.0%	4	708	-	-
G4	AVL-BWI	AVL	3	531	2	354	2	372	1	177	50.0%	50.0%	1	159	50.0%	42.7%
G4	BWI-AVL	AVL	3	531	2	354	2	372	1	177	50.0%	50.0%	1	159	50.0%	42.7%
G4	AVL-DEN	AVL	4	687	2	354	2	354	2	333	100.0%	94.1%	2	333	100.0%	94.1%
G4	DEN-AVL	AVL	4	687	2	354	2	354	2	333	100.0%	94.1%	2	333	100.0%	94.1%
G4	AVL-EWR	AVL	4	645	3	531	3	531	1	114	33.3%	21.5%	1	114	33.3%	21.5%
G4	EWR-AVL	AVL	4	645	3	531	3	531	1	114	33.3%	21.5%	1	114	33.3%	21.5%
G4	AVL-EYW	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	EYW-AVL	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-FLL	AVL	12	1,998	13	2,355	5	885	(1)	(357)	(7.7%)	(15.2%)	7	1,113	140.0%	125.8%
G4	FLL-AVL	AVL	12	1,998	13	2,355	5	885	(1)	(357)	(7.7%)	(15.2%)	7	1,113	140.0%	125.8%
G4	AVL-HOU	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	HOU-AVL	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	AVL-LAS	AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	LAS-AVL	AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-MDW	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	MDW-AVL	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)
G4	AVL-MSP	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MSP-AVL	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-PBI	AVL	3	510	2	354	2	354	1	156	50.0%	44.1%	1	156	50.0%	44.1%
G4	PBI-AVL	AVL	3	510	2	354	2	354	1	156	50.0%	44.1%	1	156	50.0%	44.1%
G4	AVL-PGD	AVL	7	1,134	4	726	3	531	3	408	75.0%	56.2%	4	603	133.3%	113.6%
G4	PGD-AVL	AVL	7	1,134	4	726	3	531	3	408	75.0%	56.2%	4	603	133.3%	113.6%
G4	AVL-PIE	AVL	12	2,019	11	1,965	5	903	1	54	9.1%	2.7%	7	1,116	140.0%	123.6%
G4	PIE-AVL	AVL	12	2,019	11	1,965	5	903	1	54	9.1%	2.7%	7	1,116	140.0%	123.6%
G4	AVL-SFB	AVL	12	2,019	14	2,523	6	957	(2)	(504)	(14.3%)	(20.0%)	6	1,062	100.0%	111.0%
G4	SFB-AVL	AVL	12	2,019	14	2,523	6	957	(2)	(504)	(14.3%)	(20.0%)	6	1,062	100.0%	111.0%
G4	AVL-SRQ	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	SRQ-AVL	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	1	156	2	354	0	0	(1)	(198)	(50.0%)	(55.9%)	1	156	-	-
G4	VPS-AVL	AVL	1	156	2	354	0	0	(1)	(198)	(50.0%)	(55.9%)	1	156	-	-
NK	AVL-FLL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	FLL-AVL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-GSO	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-MCO	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	MCO-AVL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	AVL-TPA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
NK	TPA-AVL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
SY	AVL-MSP	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
SY	MSP-AVL	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
UA	AVL-EWR	AVL	14	700	0	0	0	0	14	700	-	-	14	700	-	-
UA	EWR-AVL	AVL	14	700	0	0	0	0	14	700	-	-	14	700	-	-
UA	AVL-IAD	AVL	0	0	14	700	7	350	(14)	(700)	(100.0%)	(100.0%)	(7)	(350)	(100.0%)	(100.0%)
UA	IAD-AVL	AVL	0	0	14	700	7	350	(14)	(700)	(100.0%)	(100.0%)	(7)	(350)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	21	1,050	21	1,050	5	250	0	0	0.0%	0.0%	16	800	320.0%	320.0%
UA	ORD-AVL	AVL	21	1,050	21	1,050	5	250	0	0	0.0%	0.0%	16	800	320.0%	320.0%
	Total		554	57,252	496	47,110	176	19,886	58	10,142	11.7%	21.5%	378	37,366	214.8%	187.9%

Mkt AI	Travel Period		Jul 2022		Jul 2021		Jul 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	1	76	0	0	0	0	1	76	-	-	1	76	-	-
AA	AVL-AUS	AVL	1	76	0	0	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	AVL-BOS	AVL	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	BOS-AVL	BOS	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	AVL-CLT	AVL	52	3,883	48	2,959	31	2,356	4	924	8.3%	31.2%	21	1,527	68%	65%
AA	CLT-AVL	CLT	49	3,658	48	2,959	31	2,356	4	924	8.3%	31.2%	21	1,527	68%	65%
AA	AVL-DCA	AVL	9	684	7	532	0	0	2	152	28.6%	28.6%	9	684	-	-
AA	DCA-AVL	DCA	9	684	7	532	0	0	2	152	28.6%	28.6%	9	684	-	-
AA	AVL-DFW	AVL	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114%	114%
AA	DFW-AVL	DFW	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114%	114%
AA	AVL-LGA	AVL	1	76	7	521	0	0	(6)	(445)	(85.7%)	(85.4%)	1	76	-	-
AA	LGA-AVL	LGA	1	76	7	521	0	0	(6)	(445)	(85.7%)	(85.4%)	1	76	-	-
AA	AVL-MIA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	MIA-AVL	MIA	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	AVL-ORD	AVL	7	532	7	455	1	65	0	77	0.0%	16.9%	6	467	600%	718%
AA	ORD-AVL	ORD	7	532	7	455	1	65	0	77	0.0%	16.9%	6	467	600%	718%
AA	PHL-AVL	PHL	7	455	13	676	7	455	(6)	(221)	(46.2%)	(32.7%)	0	0	0%	0%
AA	PHL-AVL	PHL	7	455	13	676	7	455	(6)	(221)	(46.2%)	(32.7%)	0	0	0%	0%
BB	AVL-BOS	AVL	5	500	0	0	0	0	5	500	-	-	5	500	-	-
BB	BOS-AVL	BOS	5	500	0	0	0	0	5	500	-	-	5	500	-	-
DL	ATL-AVL	ATL	42	4,620	37	3,356	28	2,128	5	1,264	13.5%	37.7%	14	2,492	50%	117%
DL	AVL-ATL	AVL	42	4,620	37	3,356	28	2,128	5	1,264	13.5%	37.7%	14	2,492	50%	117%
DL	AVL-LGA	AVL	14	980	5	380	0	0	9	600	180.0%	157.9%	14	980	-	-
DL	LGA-AVL	LGA	14	980	5	380	0	0	9	600	180.0%	157.9%	14	980	-	-
DL	AVL-MSP	AVL	1	132	0	0	0	0	1	132	-	-	1	132	-	-
DL	MSP-AVL	MSP	1	132	0	0	0	0	1	132	-	-	1	132	-	-
G4	AUS-AVL	AUS	2	354	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	AVL-AUS	AVL	2	354	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	AVL-BOS	AVL	4	666	2	354	0	0	2	312	100.0%	88.1%	4	666	-	-
G4	BOS-AVL	BOS	4	666	2	354	0	0	2	312	100.0%	88.1%	4	666	-	-
G4	AVL-BWI	AVL	3	510	2	354	2	372	1	177	50.0%	50.0%	1	159	50.0%	42.7%
G4	BWI-AVL	BWI	3	510	2	354	2	372	1	177	50.0%	50.0%	1	159	50.0%	42.7%
G4	AVL-DEN	AVL	4	687	2	354	2	354	2	333	100.0%	94.1%	2	333	100.0%	94.1%
G4	DEN-AVL	DEN	4	687	2	354	2	354	2	333	100.0%	94.1%	2	333	100.0%	94.1%
G4	AVL-EWR	AVL	5	801	4	708	2	354	1	93	25.0%	13.1%	3	447	150.0%	126.3%
G4	EWR-AVL	EWR	5	801	4	708	2	354	1	93	25.0%	13.1%	3	447	150.0%	126.3%
G4	AVL-EYW	AVL	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	EYW-AVL	EYW	2	312	0	0	0	0	2	312	-	-	2	312	-	-
G4	AVL-FLL	AVL	12	1,977	13	2,356	6	1,062	(1)	(378)	(7.7%)	(16.1%)	6	915	100.0%	86.2%
G4	FLL-AVL	FLL	12	1,977	13	2,356	6	1,062	(1)	(378)	(7.7%)	(16.1%)	6	915	100.0%	86.2%
G4	AVL-HOU	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	HOU-AVL	HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-LAS	AVL	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	LAS-AVL	LAS	2	312	2	354	0	0	0	(42)	0.0%	(11.9%)	2	312	-	-
G4	AVL-MDW	AVL	2	354	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	MDW-AVL	MDW	2	354	2	354	2	354	0	(21)	0.0%	(5.9%)	0	(21)	0.0%	(5.9%)
G4	AVL-MSP	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MSP-AVL	MSP	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-PBI	AVL	3	510	2	354	2	354	1	156	50.0%	44.1%	1	156	50.0%	44.1%
G4	PBI-AVL	PBI	3	510	2	354	2	354	1	156	50.0%	44.1%	1	156	50.0%	44.1%
G4	AVL-PGD	AVL	7	1,197	4	726	4	717	3	471	75.0%	64.9%	3	480	75.0%	66.9%
G4	PGD-AVL	PGD	7	1,197	4	726	4	717	3	471	75.0%	64.9%	3	480	75.0%	66.9%
G4	AVL-PIE	AVL	12	1,893	11	1,947	6	1,080	1	(33)	9.1%	(1.7%)	6	834	100.0%	77.2%
G4	PIE-AVL	PIE	12	1,893	11	1,947	6	1,080	1	(33)	9.1%	(1.7%)	6	834	100.0%	77.2%
G4	AVL-SFB	AVL	12	2,103	14	2,523	5	903	(2)	(420)	(14.3%)	(16.6%)	7	1,200	140.0%	132.9%
G4	SFB-AVL	SFB	12	2,103	14	2,523	5	903	(2)	(420)	(14.3%)	(16.6%)	7	1,200	140.0%	132.9%
G4	AVL-SRO	AVL	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	SRO-AVL	SRO	2	354	2	354	2	354	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	1	156	2	354	0	0	(1)	(198)	(50.0%)	(55.9%)	1	156	-	-
G4	VPS-AVL	VPS	1	156	2	354	0	0	(1)	(198)	(50.0%)	(55.9%)	1	156	-	-
SY	AVL-MSP	AVL	2	372	0	0	0	0	2	372	-	-	2	372	-	-
SY	MSP-AVL	MSP	2	372	0	0	0	0	2	372	-	-	2	372	-	-
UA	AVL-EWR	AVL	14	1,028	7	350	0	0	7	678	100.0%	193.7%	14	1,028	-	-
UA	EWR-AVL	EWR	14	1,028	7	350	0	0	7	678	100.0%	193.7%	14	1,028	-	-
UA	AVL-IAD	AVL	0	0	21	1,050	14	700	(21)	(1,050)	(100.0%)	(100.0%)	(14)	(700)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	0	0	21	1,050	14	700	(21)	(1,050)	(100.0%)	(100.0%)	(14)	(700)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	21	1,050	28	1,400	7	350	(7)	(532)	(25.0%)	(33.6%)	7	350	50.0%	50.0%
UA	ORD-AVL	ORD	21	1,050	28	1,400	7	350	(7)	(532)	(25.0%)	(33.6%)	7	350	50.0%	50.0%
Total			552	58,060	536	50,300	264	26,396	16	7,760	3.0%	15.4%	288	31,664	109.1%	120.0%

Mkt AI	Travel Period		Aug 2022		Aug 2021		Aug 2020		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	1	76	0	0	0	0	1	76	-	-	1	76	-	-
AA	AVL-AUS	AVL	1	76	0	0	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	AVL-BOS	AVL	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	BOS-AVL	BOS	1	76	1	76	0	0	0	0	0.0%	0.0%	1	76	-	-
AA	AVL-CLT	AVL	49	3,658	48	2,959	31	2,356	1	699	2.1%	23.6%	18	1,302	58.1%	55.3%
AA	CLT-AVL	CLT	49	3,658	48	2,959	31	2,356	1	699	2.1%	23.6%	18	1,302	58.1%	55.3%
AA	AVL-DCA	AVL	9	684	7	532	0	0	2	163	28.6%	31.3%	9	684	-	-
AA	DCA-AVL	DCA	9	684	7	532	0	0	2	163	28.6%	31.3%	9	684	-	-
AA	AVL-DFW	AVL	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114.3%	114.3%
AA	DFW-AVL	DFW	15	1,140	21	1,596	7	532	(6)	(456)	(28.6%)	(28.6%)	8	608	114.3%	114.3%
AA	AVL-LGA	AVL	1	76	7	521	0	0	(6)	(445)	(85.7%)	(85.4%)	1	76	-	-
AA	LGA-AVL	LGA	1	76	7	521	0	0	(6)	(445)	(85.7%)	(85.4%)	1	76	-	-
AA	AVL-MIA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	MIA-AVL	MIA	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	AVL-ORD	AVL	7	532	7	455	0	0	0	77	0.0%	16.9%	7	532	-	-
AA	ORD-AVL	ORD	7	532	7	455	0	0	0	77	0.0%	16.9%	7	532	-	-
AA	PHL-AVL	PHL	7	455	13	676	7	455	(6)	(210)	(46.2%)	(31.6%)	7	455	-	-
AA	PHL-AVL	PHL	7	455	13	676	7	455	(6)	(210)	(46.2%)	(31.6%)	7	455	-	-
BB	AVL-BOS	AVL	5	500	0	0	0	0	5	500	-	-	5	500	-	-
BB	BOS-AVL	BOS	5	500	0	0	0	0	5	500	-	-	5	500	-	-
DL	ATL-AVL	ATL	42	4,620	34	3,672	33	2,984	8	948	23.5%	25.8%	9	1,636	27.3%	54.8%
DL	AVL-ATL	AVL	42	4,620	34	3,672	33	2,984	8	948	23.5%	25.8%	9	1,636	27.3%	54.8%
DL	AVL-LGA	AVL	14	980	0	0	0	0	14	980	-	-	14	980	-	-
DL	LGA-AVL	LGA	14	980	0	0	0	0	14	980	-	-	14	9		




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**MEMORANDUM**

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance & Accounting

DATE: May 13, 2022

**ITEM DESCRIPTION – Information Section Item B**

Greater Asheville Regional Airport – Explanation of Extraordinary Variances  
 Month of March 2022

**SUMMARY**

Operating Revenues for the month of March were \$1,672,322, 28.5% over budget. Operating Expenses for the month were \$1,101,373, 5.9% over budget. As a result, Net Operating Revenues before Depreciation were \$570,949. Net Non-Operating Revenues were \$553,178, 81.4% over budget.

Year-to-date Operating Revenues were \$14,306,341, 22.2% over budget. Year-to-date Operating Expenses were \$7,053,280, 24.6% under budget. Year-to-date Net Operating Revenues before Depreciation were \$7,253,061. Net Non-Operating Revenues for the year were \$14,197,026, 417.2% over budget.

**REVENUES**

Significant variations to budget for March were:

Term rentals – airlines	\$31,863	17.42%	Enplanements over budget
Rental car-car rentals	\$27,985	11.99%	Enplanements over budget
Concessions	\$33,401	71.30%	Enplanements over budget
Auto parking	\$275,784	60.17%	Enplanements over budget
FBOs	\$20,719	22.63%	Rent increase
Ground Transportation	(\$22,225)	(80.82%)	Tenant invoicing in previous month



## **EXPENSES**

Significant variations to budget for March were:

Professional services	(\$26,495)	(47.12%)	Invoicing less than anticipated
Other contractual services	\$45,273	34.95%	Previous month parking contract paid
Operating supplies	(\$11,593)	(29.35%)	Minimal purchases
Business development	\$152,134	508.53%	Allegiant incentives
Utilities	\$38,586	96.55%	Previous month electricity invoices issued late and paid in current month

## **STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$177K mostly due to receipt of FAA grant funds.

Accounts Receivable – Accounts Receivable increased by \$378K mostly due to increased traffic resulting in increased revenue. Most balances are current.

Grants Receivable – Grants Receivable decreased by \$1.9M due to receipt of FAA grant funds.

Construction in Progress – Construction in Progress increased by \$3.2M mostly due to the terminal design project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$452K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT  
INVESTMENT AND INTEREST INCOME SUMMARY  
As of March 31, 2022**

<b><u>Institution:</u></b>	<b><u>Interest Rate</u></b>	<b><u>Investment Amount</u></b>	<b><u>Monthly Interest</u></b>
Bank of America - Operating Account	0.80%	\$ 25,845,755	4,445
NC Capital Management Trust - Cash Portfolio		484,146	32
Petty Cash		200	
 <b><u>Restricted Cash:</u></b>			
BNY Mellon		1,098,315	
Bank of America - PFC Revenue Account	0.80%	11,955,450	2,069
 <b>Total</b>		 <b><u>\$ 39,383,866</u></b>	 <b><u>\$ 6,546</u></b>

**Investment Diversification:**

Banks	99%
NC Capital Management Trust	1%
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, 2022**

	<b>Current Month</b>	<b>Prior Period</b>
<b>Cash and Investments Beginning of Period</b>	<b>\$ 39,206,590</b>	<b>\$ 37,577,887</b>
Net Income/(Loss) Before Capital Contributions	<b>697,581</b>	<b>322,654</b>
Depreciation	<b>452,280</b>	<b>452,281</b>
Decrease/(Increase) in Receivables	<b>1,457,770</b>	<b>(440,223)</b>
Increase/(Decrease) in Payables	<b>12,160</b>	<b>200,542</b>
Decrease/(Increase) in Prepaid Expenses	<b>-</b>	<b>-</b>
Decrease/(Increase) in Fixed Assets	<b>(3,227,886)</b>	<b>(468,728)</b>
Principal Payments of Bond Maturities	<b>-</b>	<b>-</b>
Capital Contributions	<b>785,371</b>	<b>1,562,177</b>
Adjustment from Prior Month	<b>-</b>	<b>-</b>
<b>Increase(Decrease) in Cash</b>	<b>177,276</b>	<b>1,628,703</b>
<b>Cash and Investments End of Period</b>	<b>\$ 39,383,866</b>	<b>\$ 39,206,590</b>

**ASHEVILLE REGIONAL AIRPORT  
STATEMENT OF FINANCIAL POSITION  
As of March 31, 2022**

	<b>Current Month</b>	<b>Last Month</b>
<b><u>ASSETS</u></b>		
<b>Current Assets:</b>		
<b>Unrestricted Net Assets:</b>		
Cash and Cash Equivalents	\$26,330,101	\$25,368,682
Investments	0	0
Accounts Receivable	1,138,594	760,384
Passenger Facility Charges Receivable	350,000	250,000
Refundable Sales Tax Receivable	119,733	92,207
Grants Receivable	1,375,224	3,338,730
Prepaid Expenses	1,373,057	1,373,057
Inventory - Broadmoor	0	0
Total Unrestricted Assets	30,686,709	31,183,060
<b>Restricted Assets:</b>		
Cash and Cash Equivalents	13,053,765	13,837,907
Total Restricted Assets	13,053,765	13,837,907
Total Current Assets	43,740,474	45,020,967
<b>Noncurrent Assets:</b>		
Construction in Progress	140,208,634	136,980,748
Net Pension Asset - LGERS	(1,694,894)	(1,694,894)
Benefit Payment - OPEB	347,993	347,993
Contributions in Current Year	1,110,918	1,110,918
Property and Equipment - Net	69,553,489	70,005,770
Total Noncurrent Assets	209,526,140	206,750,535
	\$253,266,614	\$251,771,502
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Current Liabilities:</b>		
<b>Payable from Unrestricted Assets:</b>		
Accounts Payable & Accrued Liabilities	(\$36,905)	(\$24,936)
Customer Deposits	85,518	84,918
Unearned Revenue	165,063	171,389
Unearned Revenue - Constr	0	0
Construction Contracts Payable	0	0
Construction Contract Retainages	2,512,881	2,512,881
Revenue Bond Payable - Current	1,345,000	1,345,000
Interest Payable	89,565	59,710
Total Payable from Unrestricted Assets	4,161,122	4,148,962
Total Current Liabilities	4,161,122	4,148,962
<b>Noncurrent Liabilities:</b>		
Pension Deferrals - OPEB	229,725	229,725
Other Postemployment Benefits	1,316,093	1,316,093
Compensated Absences	524,744	524,744
Net Pension Obligation-LEO Special Separation Allowance	614,383	614,383
Revenue Bond Payable - Noncurrent	13,645,000	13,645,000
Total Noncurrent Liabilities	16,329,945	16,329,945
Total Liabilities	20,491,067	20,478,907
<b>Net Assets:</b>		
Invested in Capital Assets	194,772,123	191,996,518
Restricted	13,053,765	13,837,907
Unrestricted	24,949,659	25,458,170
Total Net Assets	232,775,547	231,292,595
	\$253,266,614	\$251,771,502



# Income Statement

Through 03/31/22

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category <b>Governmental Funds</b>						
Fund Type <b>General Fund</b>						
Fund <b>10 - General Fund</b>						
<i>Operating revenues</i>						
Terminal space rentals - non airline	24,913.57	214,557.32	216,771.00	(2,213.68)	289,028.00	74,470.68
Terminal space rentals - airline	214,801.29	1,890,518.79	1,646,443.50	244,075.29	2,195,258.00	304,739.21
Landing fees	124,752.15	1,160,325.16	1,125,000.00	35,325.16	1,500,000.00	339,674.84
Concessions	80,247.04	615,646.67	421,612.50	194,034.17	562,150.00	(53,496.67)
Auto parking	734,117.73	5,429,268.61	4,125,000.00	1,304,268.61	5,500,000.00	70,731.39
Rental car - car rentals	261,318.40	2,836,368.16	2,100,000.00	736,368.16	2,800,000.00	(36,368.16)
Rental car - facility rent	59,394.95	534,554.55	534,566.25	(11.70)	712,755.00	178,200.45
Commerce ground transportation	5,275.00	208,096.44	247,500.00	(39,403.56)	330,000.00	121,903.56
FBOs	112,278.52	870,462.87	824,037.00	46,425.87	1,098,716.00	228,253.13
Building leases	3,998.77	50,318.80	39,085.50	11,233.30	52,114.00	1,795.20
Land leases	15,940.35	236,583.95	244,094.25	(7,510.30)	325,459.00	88,875.05
Other leases and fees	35,284.19	259,639.37	184,350.00	75,289.37	245,800.00	(13,839.37)
<i>Operating revenues Totals</i>	<b>\$1,672,321.96</b>	<b>\$14,306,340.69</b>	<b>\$11,708,460.00</b>	<b>\$2,597,880.69</b>	<b>\$15,611,280.00</b>	<b>\$1,304,939.31</b>
<i>Non-operating revenue and expense</i>						
Customer facility charges	135,872.50	1,426,861.01	1,050,000.00	376,861.01	1,400,000.00	(26,861.01)
Passenger facility charges	440,614.49	2,612,790.89	1,687,500.00	925,290.89	2,250,000.00	(362,790.89)
Broadmoor operating revenues	.00	293,179.23	.00	293,179.23	.00	(293,179.23)
Broadmoor operating expenses	.00	(172,652.00)	.00	(172,652.00)	.00	172,652.00
Cares Act grant	.00	3,257,883.04	.00	3,257,883.04	.00	(3,257,883.04)
Interest revenue	6,546.41	43,659.50	7,500.00	36,159.50	10,000.00	(33,659.50)
Interest expense	(29,855.08)	(268,697.28)	.00	(268,697.28)	.00	268,697.28
Reimbursable cost expenses	.00	.00	.00	.00	.00	.00
Gain or loss on disposal of assets	.00	.00	.00	.00	.00	.00
P-card rebate	.00	4,001.57	.00	4,001.57	.00	(4,001.57)
Miscellaneous	.00	7,000,000.00	.00	7,000,000.00	.00	(7,000,000.00)
<i>Non-operating revenue and expense Totals</i>	<b>\$553,178.32</b>	<b>\$14,197,025.96</b>	<b>\$2,745,000.00</b>	<b>\$11,452,025.96</b>	<b>\$3,660,000.00</b>	<b>(\$10,537,025.96)</b>



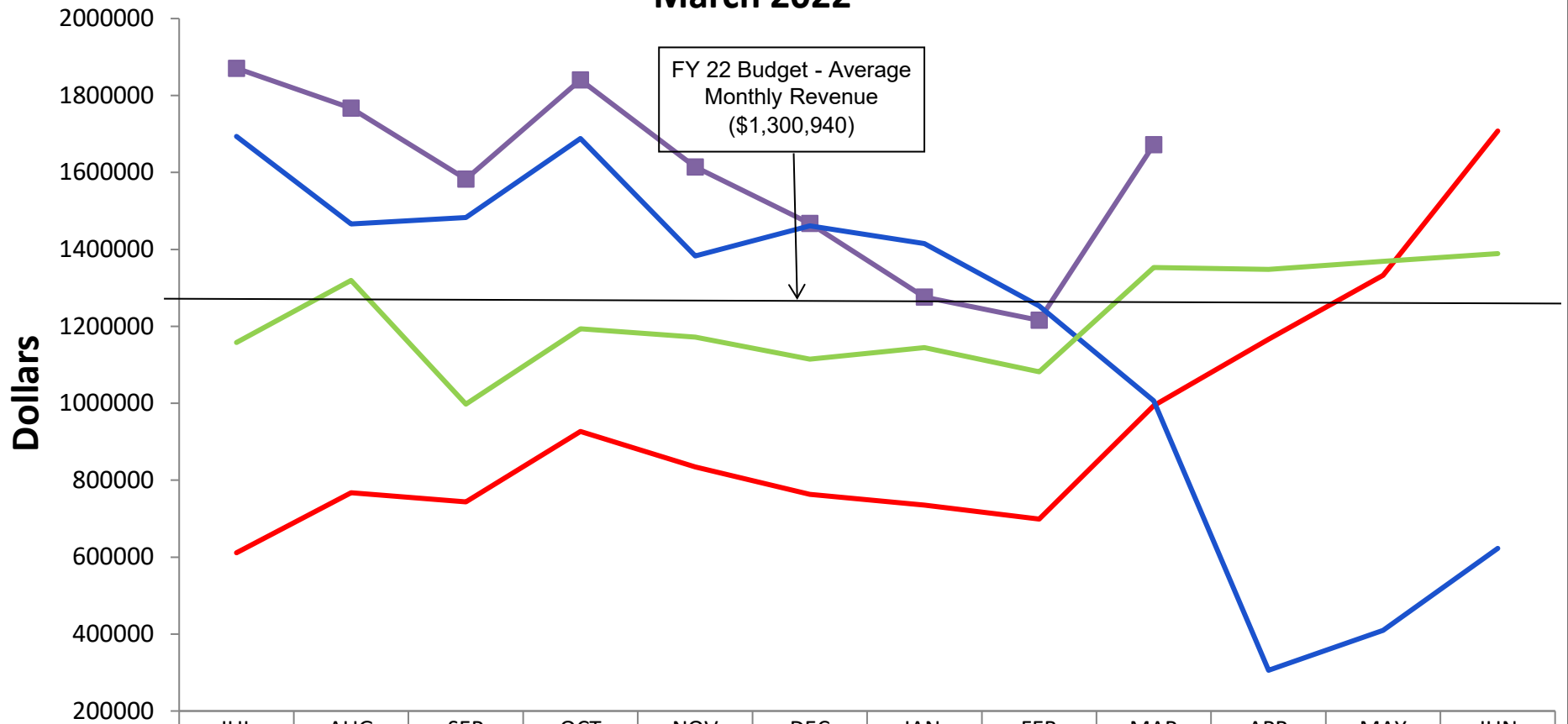
# Income Statement

Through 03/31/22

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Capital contributions	785,371.16	9,388,691.63	.00	9,388,691.63	.00	(9,388,691.63)
<i>Operating expenses</i>						
Personnel services	515,285.34	4,615,174.99	5,625,009.75	(1,009,834.76)	7,500,013.00	2,884,838.01
Professional services	29,730.18	334,935.88	506,025.00	(171,089.12)	674,700.00	339,764.12
Other contractual services	174,819.23	854,769.84	1,165,918.50	(311,148.66)	1,554,558.00	699,788.16
Travel and training	11,441.89	80,668.44	132,487.50	(51,819.06)	176,650.00	95,981.56
Communiations	4,089.56	32,361.63	45,930.00	(13,568.37)	61,240.00	28,878.37
Utility services	78,549.85	268,908.30	359,675.25	(90,766.95)	479,567.00	210,658.70
Rentals and leases	6,494.38	16,378.23	11,482.50	4,895.73	15,310.00	(1,068.23)
Insurance	25,734.87	36,520.87	250,800.00	(214,279.13)	334,400.00	297,879.13
Advertising, printing and binding	831.97	2,720.87	11,985.00	(9,264.13)	15,980.00	13,259.13
Promotional activities	16,806.13	126,669.08	221,006.25	(94,337.17)	294,675.00	168,005.92
Other current charges and obligations	7,141.83	52,965.93	59,362.50	(6,396.57)	79,150.00	26,184.07
Operating supplies	27,901.63	215,471.56	355,451.25	(139,979.69)	473,935.00	258,463.44
Publications, subscriptions, memberships, etc.	1,161.61	43,989.50	44,685.00	(695.50)	59,580.00	15,590.50
Repairs and maintenance	16,443.40	125,584.42	159,225.00	(33,640.58)	212,300.00	86,715.58
Small equipment	7,807.51	69,026.94	70,875.00	(1,848.06)	94,500.00	25,473.06
Contingency	.00	.00	75,000.00	(75,000.00)	100,000.00	100,000.00
Emergency repairs	.00	.00	37,500.00	(37,500.00)	50,000.00	50,000.00
Business development	177,133.56	177,133.56	225,000.00	(47,866.44)	300,000.00	122,866.44
<i>Operating expenses Totals</i>	<i>\$1,101,372.94</i>	<i>\$7,053,280.04</i>	<i>\$9,357,418.50</i>	<i>(\$2,304,138.46)</i>	<i>\$12,476,558.00</i>	<i>\$5,423,277.96</i>
<i>Depreciation</i>						
Depreciation	452,281.00	4,070,529.00	.00	4,070,529.00	.00	(4,070,529.00)
<i>Depreciation Totals</i>	<i>\$452,281.00</i>	<i>\$4,070,529.00</i>	<i>\$0.00</i>	<i>\$4,070,529.00</i>	<i>\$0.00</i>	<i>(\$4,070,529.00)</i>
Grand Totals						
<b>REVENUE TOTALS</b>	3,010,871.44	37,892,058.28	14,453,460.00	23,438,598.28	19,271,280.00	(18,620,778.28)
<b>EXPENSE TOTALS</b>	1,553,653.94	11,123,809.04	9,357,418.50	1,766,390.54	12,476,558.00	1,352,748.96
Grand Total Net Gain (Loss)	\$1,457,217.50	\$26,768,249.24	\$5,096,041.50	\$21,672,207.74	\$6,794,722.00	\$19,973,527.24

## ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month March 2022

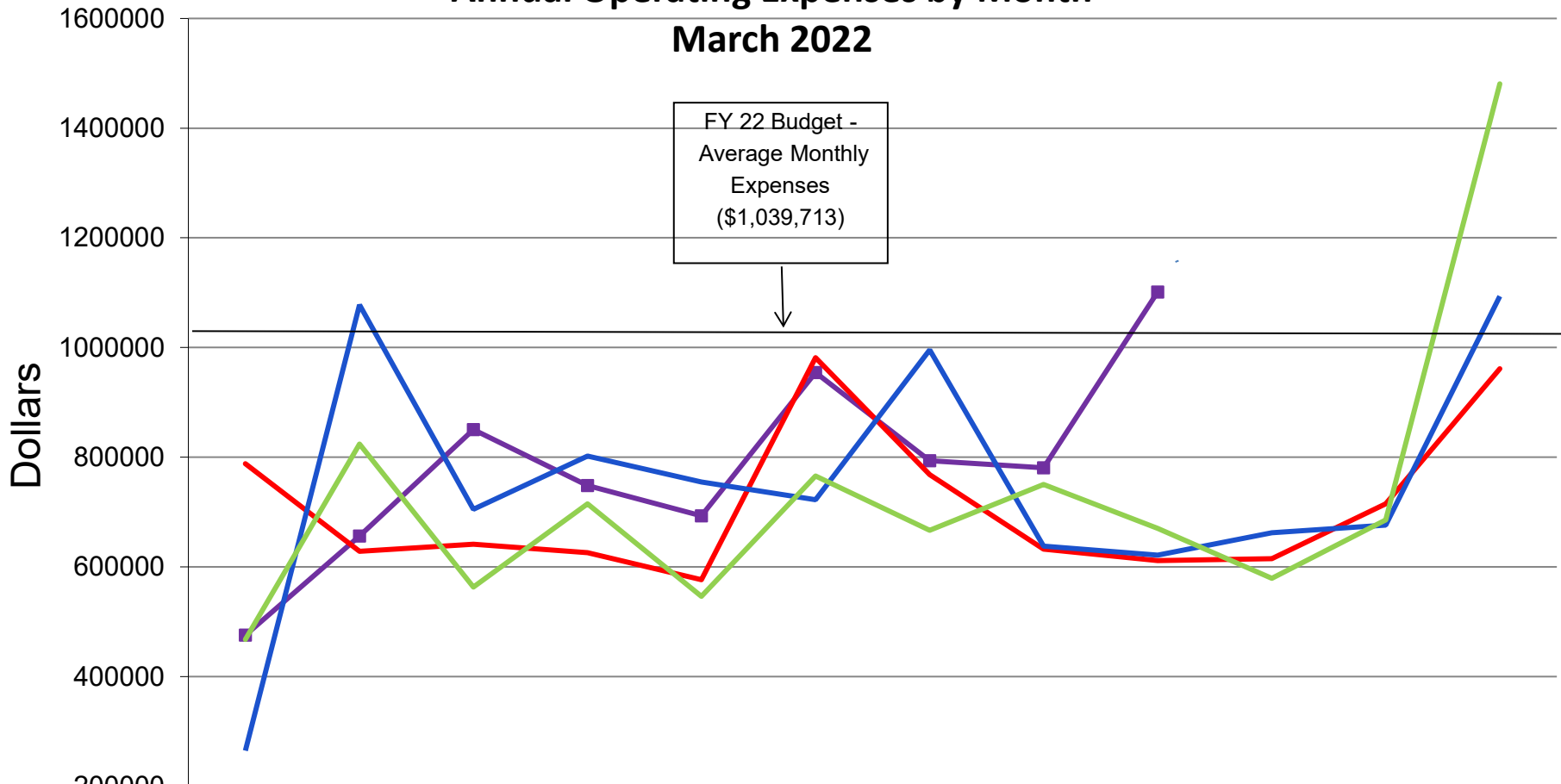


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
■ 2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1672322			
■ 2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683
■ 2020	1693639	1465826	1482983	1688471	1382894	1461166	1414955	1253245	1006396	305847	409453	622404
■ 2019	1157880	1319448	997702	1193707	1171956	1114742	1144401	1081933	1352795	1348310	1369108	1388974

# ASHEVILLE REGIONAL AIRPORT

## Annual Operating Expenses by Month

**March 2022**



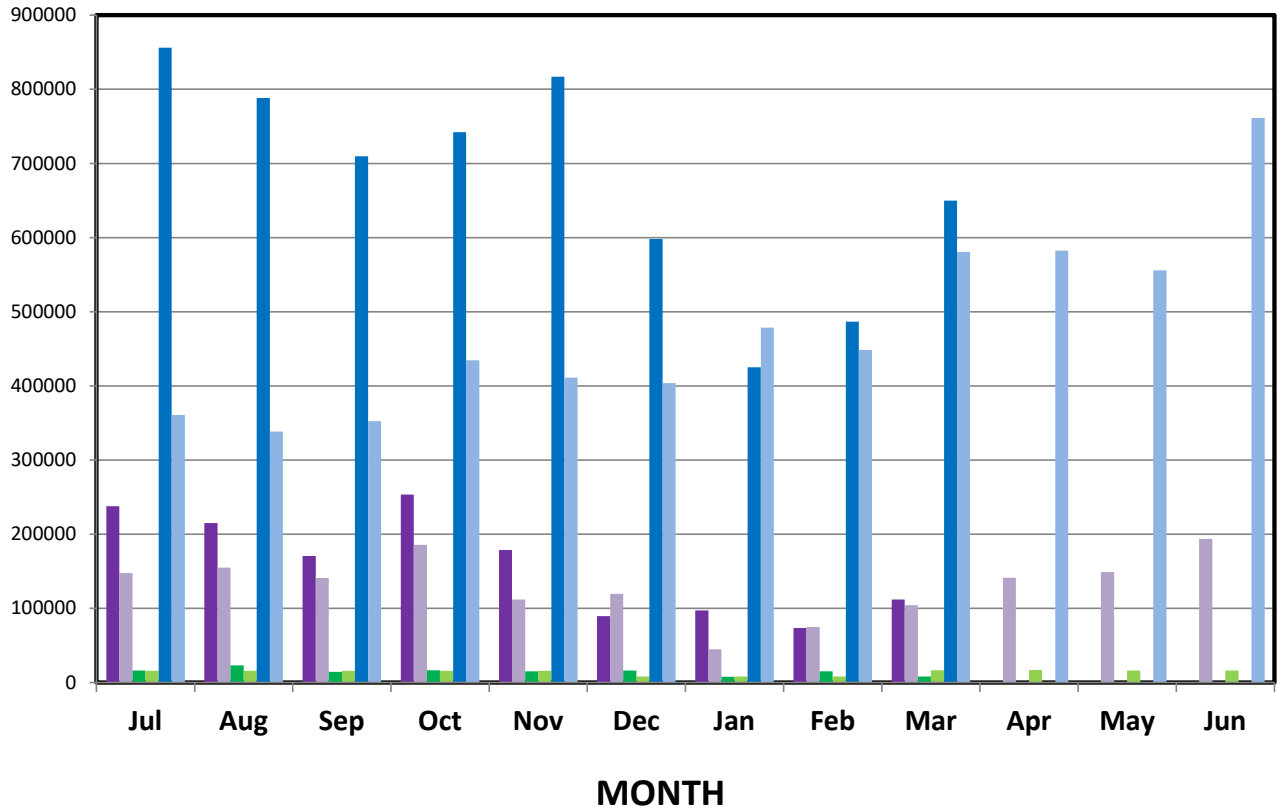
FY 22 Budget -  
Average Monthly  
Expenses  
(\$1,039,713)



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373			
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373
2020	264978	1077831	704819	802144	754800	722727	995620	637669	621479	662302	676330	1093523
2019	467701	823824	563350	714938	546502	766012	666544	750376	670406	579071	685414	1480804

**ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
March 2022**

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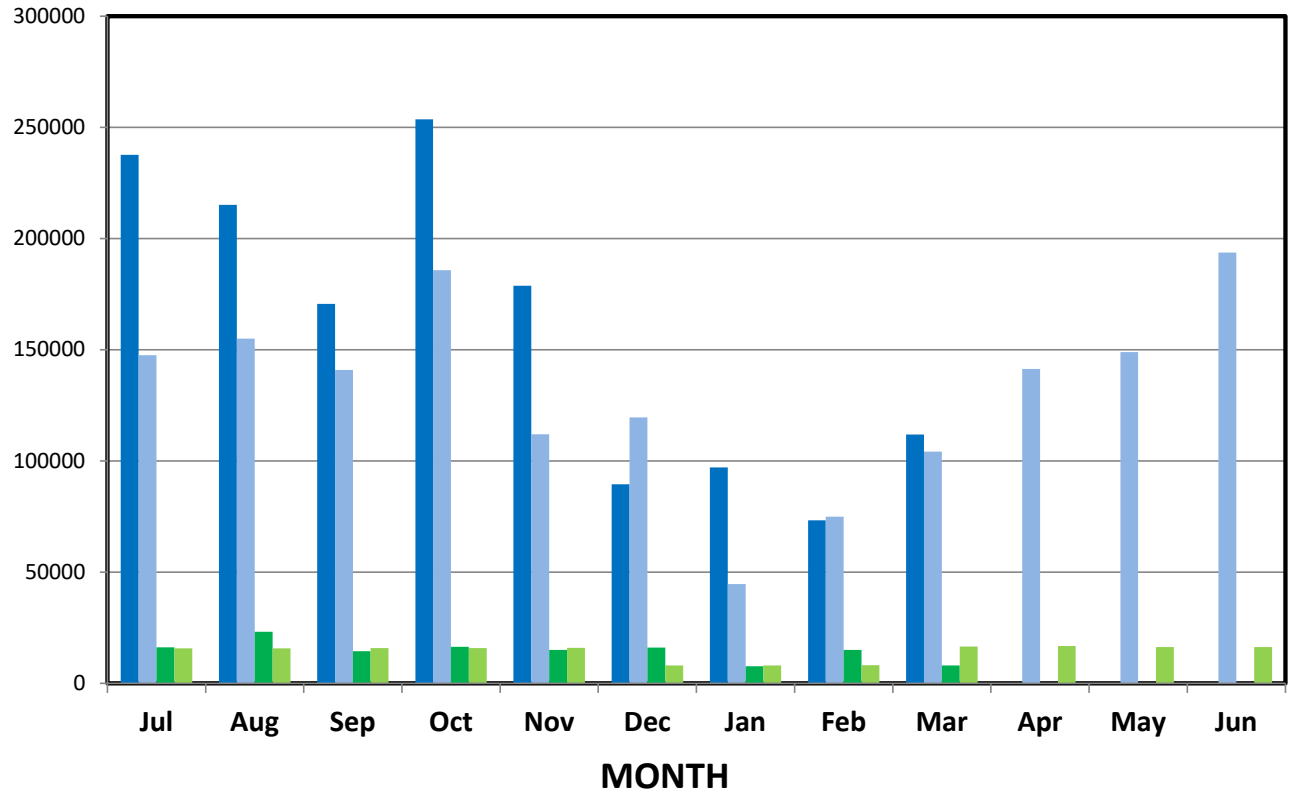


- Jet A FY22
- Jet A - FY21
- 100LL - FY22
- 100LL - FY21
- Airline - FY22
- Airline - FY21

Jet A - 111,927 Gallons  
100LL - 8,070 Gallons  
Airline - 649,785 Gallons

**ASHEVILLE REGIONAL AIRPORT  
GENERAL AVIATION FUEL SALES - GALLONS  
March 2022**

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- Jet A - FY22
- Jet A - FY21
- 100LL - FY22
- 100LL - FY21

Jet A - 111,927 Gallons  
100LL - 8,070 Gallons



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 05/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 05/01/2022)	Start Date	End Date	Current Project Status (as of 05/01/2022)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,232,602.00	8.3%	\$19,841,396	49.2%	\$9,768,554	Nov-19	Jun-22	Design continues to progress.
2	Terminal Building Renovations	Pre-Construction CMR	Hensel Phelps	\$1,088,270.00	N/A	N/A	\$0.00	0.0%	\$1,088,270	95.6%	\$1,040,170	Dec-20	Jun-22	CMR Pre-Construction phase services.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$0.00	0.0%	\$4,157,923	31.8%	\$1,321,743	Mar-21	Sep-22	Design continues to progress towards 70%.
4	Parking Lot D Restart	Continue design of parking lot across highway 280.	AVCON	\$25,000.00	N/A	N/A	\$0.00	0.0%	\$25,000	42.4%	\$10,607	Jun-21	Aug-22	Permits received, work to begin late April.
5	Rehabilitate South GA Apron	Design apron rehabilitation	Parrish and Partners	\$565,432.00	N/A	N/A	\$0.00	0.0%	\$565,432	26.6%	\$150,198	Jun-21	Jul-22	Pre-construction meeting held, work to begin late May/early June.
6	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0.00	0.0%	\$989,004	19.8%	\$196,283	Jul-21	Sep-22	Document preparation continues.
7	Stormwater Drainage Improvements	Identify deficiencies and design stormwater improvements	AVCON	\$205,000.00	N/A	N/A	\$0.00	0.0%	\$205,000	27.0%	\$55,318	Jan-22	Sep-22	Stormwater review in progress.

Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 05/01/2022)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 05/01/2022)	Start Date	End Date	Current Project Status (as of 05/01/2022)
1	Parking Lot D Restart	Construct parking lot across highway 280	AVCON Inc	Amount in Design Fees	Chatham Civil Construction	\$297,567	\$0	0.00%	\$489,328	0.0%	\$0	Aug-21	Aug-22	Permits are received and work scheduled to begin late April.
2	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation	Gresham Smith	Amount in Design Fees	Hensel Phelps	\$6,215,900	\$0	0.00%	\$6,837,490	9.4%	\$581,614	Jan-22	Dec-22	Permits pending. Construction work for WP1 to begin early May.
3	Rehabilitate South GA Apron	Removal and replacement of pavement on South GA Apron	Parrish and Partners	Amount in Design Fees	Independence Excavating	\$6,746,800	\$0	0.00%	\$7,421,480	0.0%	\$0	May-22	Dec-22	Notice of Award submitted and contract documents in process.

\*(bal of approved contract)

# Key strategic priorities

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

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