

**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:

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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%
<b>Total</b>		<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<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
<b>Net Amortization</b>	[G]	<b>\$79,581</b>	<b>\$79,581</b>	<b>\$79,581</b>
<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
<b>Capital Outlay</b>	[M]	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</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 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]	\$12,812,290	\$10,089,037	\$13,773,879
<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		100.0%	100.0%	100.0%
<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]	\$12,812,290	\$10,089,037	\$13,773,879

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
<b>Per Turn Requirement:</b>				
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
<b>Total</b>	<b>[A]</b>	<b>\$2,635,735</b>	<b>\$2,205,179</b>	<b>\$2,857,529</b>
<b>Total Departures</b>	<b>[B]</b>	<b>10,222</b>	<b>8,361</b>	<b>9,686</b>
<b>Average Per Turn Cost</b>	<b>[C=A/B]</b>	<b>\$257.85</b>	<b>\$263.75</b>	<b>\$295.02</b>
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>	<b><u><u>\$295,715,532</u></u></b>

**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. Burril, 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. Burrell, Chair

Attested by:

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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.

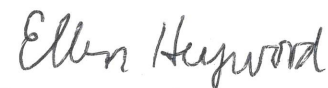
Open Session resumed at 9:48 a.m.

**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.

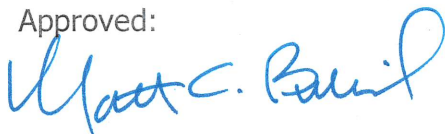
**ADJOURNMENT:** Mr. Erwin moved to adjourn the meeting at 9:50 a.m. Ms. Russo Klein seconded the motion and it carried unanimously.

Respectfully submitted,



Ellen Heywood  
Clerk to the Board

Approved:



Matthew C. Burrell  
Chair