



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, May 12, 2023, 8:30 a.m.
Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. BOARD MEMBER INFORMATION:
 - A. Board Member Introduction
 - B. Nominating Committee Report
- III. SERVICE AWARD PRESENTATION:
 - A. Kelly Smith – 15 Years
 - B. Lew Bleiweis – 15 Years
- IV. PRESENTATIONS: None
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority April 14, 2023 Regular Meeting Minutes ([document](#))
 - B. Approval of Amended Introductory Period Policy ([document](#))
 - C. Approval of Insurance Renewals ([document](#))



- D. Approval of the Greater Asheville Regional Airport Authority April 14, 2023 Closed Session Minutes

VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

- A. Introduction of Ordinance No. 202301 Adopting Rules and Regulations of the Asheville Regional Airport ([document](#))
- B. Approval of FY 23/24 Contract Expenditures with Parsons Transportation Group, Inc. for Terminal Building Modernization and Expansion Project Program Management Services ([document](#))
- C. Approval of Parking Guidance System ([document](#))
- D. Amendment to Supplemental Fees and Charges Schedule ([document](#))
- E. Approval to Enter into a Simultaneous Exchange Agreement for Real Property ([document](#))

IX. PRESIDENT'S REPORT:

- A. State Retirement Notice
- B. Change Orders and Contingency Expenditures

X. INFORMATION SECTION:

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

- A. March 2023 Traffic Report ([document](#))
- B. March 2023 Monthly Financial Report ([document](#))
- C. May 2023 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
- Strategic Plan Presentation
 - Public Hearing and Final Approval of Rules and Regulations Ordinance
 - Resolution for Grant Acceptance



XI. PUBLIC AND TENANTS' COMMENTS

XII. CALL FOR NEXT MEETING: June 9, 2023

XIII. 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.

XIV. AUTHORITY MEMBER REPORTS:

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

XV. ADJOURNMENT

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

**Asheville Regional Airport
Executive Summary
March-23**

AIRPORT ACTIVITY

| | Month | Variance to Prior Year | Calendar Year to Date | Variance to Prior Year |
|--|---------|---------------------------|--------------------------|---------------------------|
| Passenger Enplanements | 80,380 | 18.8% | 203,332 | 29.3% |
| Aircraft Operations | | | | |
| * Commercial | 2,213 | 32.0% | 5,632 | 23.9% |
| Scheduled Flights | 928 | 20.4% | | |
| Flight Cancellations | 5 | | | |
| Seats | 100,299 | 20.0% | 253,913 | 14.0% |
| Load Factor | 80.0% | (1.2%) | 80.0% | 12.7% |
| General Aviation | 3,598 | 8.6% | 9,939 | 7.8% |
| Military | 241 | (50.9%) | 636 | (50.1%) |
| * Current year commercial operations include charter flight data | | | | |

FINANCIAL RESULTS

| | Month | Variance to Budget | Fiscal Year to Date | Variance to Budget |
|---|---------------------|-----------------------|------------------------|-----------------------|
| Operating Revenues | \$ 2,027,727 | 19.8% | \$ 17,822,756 | 17.0% |
| Operating Expenses | 926,762 | (20.9%) | 8,939,073 | (17.8%) |
| Net Operating Revenues before Depreciation | <u>\$ 1,100,965</u> | | <u>\$ 8,883,683</u> | |
| Net Non-Operating Revenues | <u>\$ 650,855 *</u> | | <u>\$ 7,198,055</u> | |
| * Includes Series 2022A Bond Interest Expense \$819,897 to be paid from the Bond Capitalized Interest account semi-annually and ARPA Grant funding of \$1,658,578 | | | | |
| Grants: | | | | |
| FAA AIP Grants | \$ 6,500 | | \$ 8,819,550 | |
| NC Dept of Transportation Grants | 1,835,725 | | 5,507,175 | |
| Total | <u>\$ 1,842,225</u> | | <u>\$ 14,326,725</u> | |

CASH

| | |
|--|-----------------------|
| Restricted - PFC Revenue Account | \$ 16,273,527 |
| Restricted - BNY Mellon (Debt Service Series 2016) | \$ 1,112,779 |
| Restricted - Bond Series 2022A | \$ 193,932,291 |
| Designated for O&M Reserve | 6,970,340 |
| Designated for Emergency Repair | 650,000 |
| Unrestricted, Undesignated | 21,841,112 |
| Total | <u>\$ 240,780,049</u> |

RECEIVABLES PAST DUE

| | Total | 1-30 Days | 31-60 Days | Over 60 Days |
|------------------------|------------------|------------------|------------------|------------------|
| Advertising Customers | 17,990 | 5,135 | 3,860 | 8,995 |
| American | 946 | 509 | - | 437 |
| Avis | 2,675 | 1,080 | 1,595 | |
| Delta | 9,634 | 9,634 | | - |
| FAA | 147 | - | - | 147 |
| TSA | 20,760 | 9,800 | 10,960 | - |
| United | 16,483 | | - | 16,483 |
| Miscellaneous | 3,625 | 615 | 1,260 | 1,750 |
| Total | <u>\$ 72,260</u> | <u>\$ 26,773</u> | <u>\$ 17,675</u> | <u>\$ 27,812</u> |
| % of Total Receivables | 9.83% | | | |

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

| | Original Amount | Current Balance |
|---|-----------------------|-----------------------|
| Parking Garage Revenue Bond, Series 2016A | \$ 15,750,000 | \$ 13,645,000 |
| Parking Garage Taxable Revenue Bond, Series 2016B | 5,250,000 | - |
| Terminal Revenue Bond, Series 2022A | 185,000,000 | 185,000,000 |
| | <u>\$ 206,000,000</u> | <u>\$ 198,645,000</u> |

CAPITAL EXPENDITURES

| | |
|-----------------------|----------------|
| Annual Budget | \$ 298,935,329 |
| Year-to-Date Spending | \$ 28,549,628 |

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
April 14, 2023**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, April 14, 2023 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: Brad Galbraith, Chair; George H. Erwin, Jr., Vice-Chair; Carl H. Ricker, Jr.; Nathan Kennedy; and Robby Russell

MEMBERS ABSENT: Susan Russo Klein and Britt Lovin

STAFF AND LEGAL COUNSEL PRESENT: Cindy Rice, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Michael Reisman, Chief Operating Officer; Tina Kinsey, VP - Marketing, Public Relations and Air Service Development; Janet Burnette, Chief Financial Officer; Shane Stockman, VP – Information Technology; John Coon, VP - Operations and Maintenance; Christina Madsen, VP – Business Development and Properties; Jared Merrill, VP – Planning; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Ben McMillan, Hensel Phelps; John Mafera, McFarland Johnson; Amanda Sheridan, McFarland Johnson; Bob Overby, McFarland Johnson; Alex Hunter, Elite Limousine; Ryan Madamba, Elite Limousine

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

BOARD MEMBER INTRODUCTION: Robby Russell spoke about his family, career in the banking industry, and his belief that he was brought to the Asheville area for a greater purpose.

PRESENTATIONS: None

FINANCIAL REPORT: A review of enplanements, aircraft operations, and general aviation activity for the month of February was delivered by the president. Janet Burnette reported on the financial activity for the month of February.

CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority March 10, 2023 Regular Meeting Minutes: Mr. Russell moved to approve the Greater Asheville Regional Airport Authority March 10, 2023 Regular Meeting Minutes. Mr. Kennedy seconded the motion and it carried unanimously.

OLD BUSINESS:

A. Public Hearing and Final Adoption of the Authority's Amended Ordinance 201601-9 for Airline Rates, Fees and Charges for the Asheville Regional Airport: Janet Burnette stated that the Board approved the preliminary Amended Schedule of Airline Rates, Fees and Charges for FY2023-2024 at the March 10, 2023 Authority Board meeting. The document has been available for public inspection and comment since that meeting and no comments have been received to date.

Mr. Erwin moved to open the floor to public comments at 8:45 a.m. Mr. Ricker seconded the motion and it carried unanimously. There being no public comments, Mr. Erwin moved to close the floor to public comments at 8:46 a.m. Mr. Russell seconded the motion and it carried unanimously.

Mr. Ricker moved to adopt Amended Ordinance No. 201601-9 to Implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2023/2024. Mr. Kennedy seconded the motion and it carried unanimously:

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-9

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

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

Section 1. CITATION.

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

Section 2: FINDINGS.

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

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

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

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

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

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

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

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

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

Section 3. PURPOSE AND SCOPE

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

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

Section 4. EFFECTIVE DATE

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

Section 5. DEFINITIONS

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

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

5.3 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. RATE MAKING METHODOLOGY

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

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

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

6.4 Terminal Building Operating Requirement.

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

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

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

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

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

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

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

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

6.5 Airfield Area Operating Requirement.

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

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

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

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

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

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

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

6.5.4 [RESERVED]

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

6.5.6 [RESERVED]

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

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

Section 7. RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2023-2024 Schedule of Rates, Fees and Charges effective July 1, 2023 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. PENALTIES AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. SEVERABILITY

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

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

Section 12. AMENDMENT.

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

ADOPTED THIS the __ day of _____, 2023, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Brad Galbraith, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

Exhibit A

Asheville Regional Airport

2023-2024 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE**RESULTS**

(Fiscal Years Ending June 30)

| | 2022 | 2023 | 2024 |
|---|----------|----------|----------|
| Signatory Airline Rates & Charges: | | | |
| Terminal Building Rental Rate (per s.f.) | \$48.90 | \$64.68 | \$87.67 |
| Passenger-Related Security Fee (per EP) | \$0.90 | \$0.86 | \$0.82 |
| Landing Fee (per 1,000-lbs) | \$1.74 | \$2.18 | \$2.55 |
| Ticket Counter & Queue Fee (per EP-unassigned) | \$0.41 | \$0.37 | \$0.40 |
| Baggage Make-Up & Claim Fee (per bag) | \$1.23 | \$1.14 | \$1.22 |
| Baggage Make-Up & Claim Fee (per airline) | \$13,417 | \$17,745 | \$24,051 |
| Gate Area Charge per (enplaned pax) | \$0.90 | \$1.21 | \$1.33 |
| Gate Area Fee (per airline) | \$34,274 | \$45,331 | \$61,440 |
| Loading Bridge Fee (per depart.) | \$9.80 | \$9.29 | \$0.00 |
| Turn Fees ¹ | | | |
| Per Turn Fee for Exempt Carriers (0-70 seats) | \$277.00 | \$310.00 | \$449.00 |
| Per Turn Fee for Exempt Carriers (71-135 seats) | \$330.00 | \$369.00 | \$518.00 |
| Per Turn Fee for Exempt Carriers (136+ seats) | \$369.00 | \$413.00 | \$604.00 |
| Average AVL CPE | \$6.02 | \$6.12 | \$6.50 |

¹ 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)

| | 2022 | 2023 | 2024 |
|--|----------------|----------------|------------------|
| <u>Enplaned Passengers:</u> | | | |
| Allegiant | 300,000 | 440,000 | 450,000 |
| American ¹ | 125,000 | 170,000 | 270,000 |
| Delta | 105,000 | 175,000 | 230,000 |
| Jet Blue | | 4,080 | 4,500 |
| Sun Country | | 11,500 | 15,500 |
| Spirit | 0 | 0 | 0 |
| United | 65,000 | 50,000 | 80,000 |
| Total | 595,000 | 850,580 | 1,050,000 |
| <u>Estimated Checked Bags:</u> | | | |
| Allegiant | 99,000 | 145,200 | 149,568 |
| American ¹ | 48,750 | 66,300 | 104,656 |
| Delta | 65,100 | 108,500 | 142,870 |
| Jet Blue | | 1,428 | 1,675 |
| Sun Country | | 4,025 | 5,425 |
| Spirit | 0 | 0 | 0 |
| United | 33,800 | 26,000 | 41,821 |
| Total | 246,650 | 351,453 | 446,015 |
| <u>Departures:</u> | | | |
| Allegiant | 2,167 | 3,204 | 3,006 |
| American ¹ | 2,589 | 3,125 | 3,394 |
| Delta | 1,901 | 2,081 | 2,552 |
| Jet Blue | | 68 | 56 |
| Sun Country | | 108 | 104 |
| Spirit | 0 | 0 | 0 |
| United | 1,704 | 1,100 | 1,311 |
| Total | 8,361 | 9,686 | 10,423 |
| <u>Landed Weight (1,000-lb units):</u> | | | |
| Allegiant | 308,227 | 452,425 | 428,913 |
| American ¹ | 174,329 | 209,758 | 324,000 |
| Delta | 136,739 | 217,580 | 265,000 |
| Jet Blue | | 6,446 | 5,455 |
| Sun Country | | 15,000 | 15,000 |
| Spirit | 0 | 0 | 0 |
| United | 80,871 | 57,394 | 91,000 |
| Total | 700,166 | 958,603 | 1,129,368 |

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)

| | 2022 | 2023 | 2024 |
|---|---------|---------|---------|
| <u>Preferential Space:</u> ¹ | | | |
| Allegiant | 1,526 | 1,396 | 1,396 |
| American | 2,297 | 2,436 | 2,436 |
| Delta | 2,609 | 2,609 | 2,609 |
| JetBlue | | | 330 |
| Sun Country | | 267 | 267 |
| United | 1,593 | 1,593 | 1,350 |
| CRJ | | 462 | 462 |
| Total Preferential Space | 8,186 | 8,763 | 8,850 |
| <u>Joint Use Space:</u> | | | |
| Baggage Make-Up | 3,192 | 3,192 | 3,192 |
| Baggage Claim | 4,124 | 4,124 | 4,124 |
| Gates 1-3 Holdroom | 8,517 | 8,517 | 8,517 |
| Gates 4-7 Holdroom | 6,751 | 6,751 | 6,751 |
| Gates 4-7 Secure Enplanement Corridor | 3,421 | 3,421 | 3,421 |
| Total Joint Use Space | 26,005 | 26,005 | 26,005 |
| Total Airline Rented | 34,191 | 34,768 | 34,855 |
| <u>Other Rentable:</u> | | | |
| Ticket Counter (unassigned) | 285 | 235 | 472 |
| Queue (unassigned) | 540 | 460 | 740 |
| Vacant Airline Preferential Space | 1,836 | 1,389 | 785 |
| Concession Space | 13,775 | 13,775 | 13,775 |
| FAA Tower & Related Office Space | 4,374 | 4,374 | 4,374 |
| TSA Offices & Breakroom | 1,933 | 1,933 | 1,933 |
| TSA Passenger Security Screening | 4,891 | 4,891 | 4,891 |
| TSA Offices Adjacent to Passenger Screening | 396 | 396 | 396 |
| Total | 28,030 | 27,453 | 27,366 |
| Total Rentable Space | 62,221 | 62,221 | 62,221 |
| Public and Other Areas | 45,628 | 45,628 | 45,628 |
| Total Terminal Space | 107,849 | 107,849 | 107,849 |

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

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)

| | | 2022 | 2023 | 2024 |
|-------------------------------------|-------|-------------|-------------|-------------|
| <u>Depreciation:</u> ¹ | | | | |
| Gross Depreciation | | \$4,700,000 | \$5,400,000 | \$5,400,000 |
| Less: Grant & PFC Amortization | | (3,200,000) | (3,800,000) | (3,800,000) |
| Net Depreciation | [A] | \$1,500,000 | \$1,600,000 | \$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 | \$224,000 | \$224,000 |
| Terminal Building | [A*C] | 450,000 | 480,000 | 480,000 |
| Parking, Roadway, and Ground Trans. | [A*D] | 495,000 | 528,000 | 528,000 |
| General Aviation Area | [A*E] | 240,000 | 256,000 | 256,000 |
| Other Area | [A*F] | 105,000 | 112,000 | 112,000 |
| Net Depreciation | [A] | \$1,500,000 | \$1,600,000 | \$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)

| | | 2022 | 2023 | 2024 |
|-------------------------------------|-------|-----------|-----------|-----------|
| <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)

| | | Budget | Budget | Budget |
|-------------------------------------|-------|--------------|--------------|--------------|
| | | 2022 | 2023 | 2024 |
| <u>By Category:</u> | | | | |
| Personnel Services | | \$6,915,740 | \$8,946,137 | \$10,684,903 |
| Professional Services | | \$280,450 | \$486,400 | \$701,700 |
| Utilities | | \$479,567 | \$489,267 | \$495,565 |
| Promotional Activities | | \$237,325 | \$329,075 | \$337,600 |
| Maintenance and Repairs | | \$243,800 | \$280,700 | \$304,700 |
| Contracted Services | | \$870,295 | \$1,949,830 | \$2,214,305 |
| Insurance Expense | | \$334,400 | \$334,400 | \$398,607 |
| Materials and Supplies | | \$378,450 | \$491,500 | \$656,890 |
| Other Expenses | | \$349,010 | \$466,570 | \$540,545 |
| Total O&M Expenses | [A] | \$10,089,037 | \$13,773,879 | \$16,334,815 |
| <u>By Cost Center (%):</u> | | | | |
| Airfield Area | [B] | 26.4% | 25.8% | 26.0% |
| Terminal Building | [C] | 48.1% | 45.9% | 45.9% |
| Parking, Roadway, and Ground Trans. | [D] | 11.5% | 14.9% | 14.6% |
| General Aviation Area | [E] | 9.9% | 9.6% | 9.7% |
| Other Area | [F] | 4.1% | 3.9% | 3.9% |
| Total | | 100.0% | 100.0% | 100.0% |
| <u>By Cost Center:</u> | | | | |
| Airfield Area | [A*B] | \$2,665,092 | \$3,547,914 | \$4,245,524 |
| Terminal Building | [A*C] | 4,854,633 | 6,316,122 | 7,492,146 |
| Parking, Roadway, and Ground Trans. | [A*D] | 1,160,524 | 2,048,797 | 2,377,810 |
| General Aviation Area | [A*E] | 995,484 | 1,325,899 | 1,587,389 |
| Other Area | [A*F] | 413,304 | 535,147 | 631,946 |
| Total O&M Expenses | [A] | \$10,089,037 | \$13,773,879 | \$16,334,815 |

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)

| | | 2022 | 2023 | 2024 |
|---|---------|-------------|-------------|-------------|
| <u>Airfield Requirement:</u> | | | | |
| O&M Expenses | | \$2,665,092 | \$3,547,914 | \$4,245,524 |
| Less: Deicing Chemicals | | (76,535) | (40,000) | (40,000) |
| O&M Reserve Requirement | | (278,773) | 441,411 | 348,805 |
| Net Depreciation | | 210,000 | 224,000 | 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] | \$2,649,366 | \$4,302,906 | \$4,907,910 |
| <u>Landing Fee Credits:</u> | | | | |
| Non-Airline Revenue | [B] | \$102,307 | \$115,000 | \$115,000 |
| Other | [C] | 0 | 0 | 0 |
| Total Credits | [D=B+C] | \$102,307 | \$115,000 | \$115,000 |
| Net Landing Fee Requirement | [E=A-D] | \$2,547,059 | \$4,187,906 | \$4,792,910 |
| Airline Landed Weight | [F] | 700,166 | 958,603 | 1,129,368 |
| Airline Landing Fee (pre-Revenue Share) | [G=E/F] | \$3.64 | \$4.37 | \$4.24 |
| Revenue Share Credit | [H] | \$1,327,560 | \$2,094,340 | \$1,917,078 |
| Adjusted Airline Net Requirement | [I=E-H] | \$1,219,499 | \$2,093,566 | \$2,875,832 |
| Airline Landing Fee | [J=I/F] | \$1.74 | \$2.18 | \$2.55 |
| Airline Landing Fee Revenue | [K=F*J] | \$1,219,499 | \$2,093,566 | \$2,875,832 |

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

| | | 2022 | 2023 | 2024 |
|------------------------------------|---------|-------------|-------------|-------------|
| <u>Terminal Requirement:</u> | | | | |
| O&M Expenses | | \$4,854,633 | \$6,316,122 | \$7,492,146 |
| O&M Reserve Requirement | | (462,618) | 730,744 | 588,012 |
| Net Depreciation | | 450,000 | 480,000 | 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] | \$4,892,015 | \$7,576,866 | \$8,610,158 |
| <u>Terminal Credits:</u> | | | | |
| Passenger-Related Security Charges | | \$533,724 | \$731,739 | \$857,503 |
| AirIT Landside Expenses | | 16,463 | 16,463 | 16,463 |
| Loading Bridge Fees | | 81,955 | 90,000 | 0 |
| Total Terminal Credits | [B] | \$632,142 | \$838,202 | \$873,966 |
| Net Requirement | [C=A-B] | \$4,259,873 | \$6,738,664 | \$7,736,191 |
| Rentable Space (s.f.) | [D] | 62,221 | 62,221 | 62,221 |
| Terminal Rental Rate | [E=C/D] | \$68.46 | \$108.30 | \$124.33 |
| Airline Rented Space (s.f.) | [F] | 34,191 | 34,768 | 34,855 |
| Airline Requirement | [G=E*F] | \$2,340,839 | \$3,765,447 | \$4,333,665 |
| Revenue Share Credit | [H] | \$668,771 | \$1,516,591 | \$1,278,052 |
| Adjusted Airline Requirement | [I=G-H] | \$1,672,068 | \$2,248,856 | \$3,055,613 |
| Airline Rented Space (s.f.) | [F] | 34,191 | 34,768 | 34,855 |
| Adjusted Airline Terminal Rate | [J=I/F] | \$48.90 | \$64.68 | \$87.67 |
| Airline Terminal Rentals | [K=F*J] | \$1,672,068 | \$2,248,856 | \$3,055,613 |

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 6A

LOADING BRIDGE OR RAMP FEE AND REVENUE

(Fiscal Years Ending June 30)

| | | Budget | | |
|------------------------------------|---------|----------|----------|--------|
| | | 2022 | 2023 | 2024 |
| <u>Loading Bridge Requirement:</u> | | | | |
| Operating Expenses | | \$81,955 | \$90,000 | \$0 |
| Capital Outlay | | 0 | 0 | 0 |
| Debt Service | | 0 | 0 | 0 |
| Debt Service Coverage (25%) | | 0 | 0 | 0 |
| Total Requirement | [A] | \$81,955 | \$90,000 | \$0 |
| Total Departures | [B] | 8,361 | 9,686 | 10,423 |
| Loading Bridge Fee (per Departure) | [C=A/B] | \$9.80 | \$9.29 | \$0.00 |
| Total Loading Bridge Revenue | [D=B*C] | \$81,955 | \$90,000 | \$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 6B**JOINT USE CHARGES**

(Fiscal Years Ending June 30)

| | | 2022 | 2023 | 2024 |
|---|------------------|-------------|-------------|-------------|
| Adjusted Signatory Airline Terminal Rate | [A] | \$48.90 | \$64.68 | \$87.67 |
| <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)] | \$357,780 | \$473,212 | \$641,367 |
| Gate Areas Requirement | [E=A*(C1+C2+C3)] | 913,962 | 1,208,838 | 1,638,398 |
| Total Joint Use Requirement | [G=D+E+F] | \$1,271,742 | \$1,682,050 | \$2,279,765 |
| <u>Baggage Make-Up & Claim:</u> | | | | |
| Baggage Make-Up & Claim Requirement (85%) | [H=D*0.85]] | \$304,113 | \$402,230 | \$545,162 |
| Checked Bags | [I] | 246,650 | 351,453 | 446,015 |
| Baggage Make-Up & Claim Fee (per bag) | [J=H/I] | \$1.23 | \$1.14 | \$1.22 |
| Baggage Make-Up & Claim Requirement (15%) | [K=D*0.15] | \$53,667 | \$70,982 | \$96,205 |
| Number of Airlines | [L] | 4 | 4 | 4 |
| Baggage Make-Up & Claim Fee (per airline) | [M=K/L] | \$13,417 | \$17,745 | \$24,051 |
| <u>Gate Area:</u> | | | | |
| Gate Area Requirement (85%) | [N=E*85%] | \$776,868 | \$1,027,512 | \$1,392,638 |
| Enplaned Passengers | [O] | 866,000 | 850,580 | 1,050,000 |
| Gate Area Charge per (enplaned pax) | [P=N/O] | \$0.90 | \$1.21 | \$1.33 |
| Gate Area Requirement (15%) | [Q=E*15%] | \$137,094 | \$181,326 | \$245,760 |
| Number of Airlines | [L] | 4 | 4 | 4 |
| Gate Area Fee (per airline) | [R=Q/L] | \$34,274 | \$45,331 | \$61,440 |
| Total Joint Use Revenue | [G] | \$1,271,742 | \$1,682,050 | \$2,279,765 |

Note: Amounts may not add due to rounding.

Source: Airport management records

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

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

(Fiscal Years Ending June 30)

| | | Budget | | |
|---|---------|-----------|-----------|-----------|
| | | 2022 | 2023 | 2024 |
| Adjusted Signatory Airline Terminal Rate | [A] | \$48.90 | \$64.68 | \$87.67 |
| <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] | \$224,762 | \$297,277 | \$402,915 |
| AirIT Landside Expenses | [D] | 16,463 | 16,463 | 16,463 |
| Ticket Counter and Queue Requirement | [E=C+D] | \$241,225 | \$313,740 | \$419,378 |
| Enplaned Passengers | [F] | 595,000 | 850,580 | 1,050,000 |
| Ticket Counter & Queue Fee (unassigned) | [G=E/F] | \$0.41 | \$0.37 | \$0.40 |
| 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)

| | | 2022 | 2023 | 2024 |
|---|---------|-------------|-------------|-------------|
| Personnel-Related Security Cost | [A] | \$1,639,833 | \$1,882,397 | \$1,935,605 |
| <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] | \$62.61 | \$71.87 | \$73.90 |
| <u>Passenger-Related Security Charge:</u> | | | | |
| Terminal Airlines (18 hrs/day Security Checkpoint) | | \$411,336 | \$472,180 | \$485,527 |
| Contract Security - Exit Lane | | | \$60,000 | \$60,000 |
| Less: TSA Reimbursement | | (116,800) | (116,800) | (116,800) |
| Net Personnel-Related Costs | [H] | \$294,536 | \$415,380 | \$428,727 |
| TSA Passenger Security Screening Space (s.f.) | [I] | 4,891 | 4,891 | 4,891 |
| Terminal Rental Rate | [J] | \$48.90 | \$64.68 | \$87.67 |
| Security Checkpoint Space Costs | [K=I*J] | \$239,188 | \$316,359 | \$428,776 |
| Passenger-Related Security Charges | [L=H+K] | \$533,724 | \$731,739 | \$857,503 |
| Enplaned Passengers | [M] | 595,000 | 850,580 | 1,050,000 |
| Passenger-Related Security Charges per Enplaned Passenger | [N=L/M] | \$0.90 | \$0.86 | \$0.82 |
| Passenger-Related Security Charges | [O=M*N] | \$533,724 | \$731,739 | \$857,503 |

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

| | | 2022 | 2023 | 2024 |
|------------------------------------|---------|-------------|-------------|-------------|
| <u>Airline Revenue:</u> | | | | |
| Terminal Rentals | | \$1,672,068 | \$2,248,856 | \$3,055,613 |
| Loading Bridge Fees | | 81,955 | 90,000 | 0 |
| Landing Fees | | 1,219,499 | 2,093,566 | 2,875,832 |
| Unassigned Ticket Counter Charges | | 0 | 0 | 0 |
| Passenger Related Security Charges | | 533,724 | 731,739 | 857,503 |
| Deicing Chemicals | | 76,535 | 40,000 | 40,000 |
| Total | [A] | \$3,583,780 | \$5,204,161 | \$6,828,948 |
| Enplaned Passengers | [B] | 595,000 | 850,580 | 1,050,000 |
| Cost Per Enplaned Passenger | [C=A/B] | \$6.02 | \$6.12 | \$6.50 |

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)

| | | 2022 | 2023 | 2024 |
|---|------------|-------------|-------------|-------------|
| <u>Per Turn Requirement:</u> | | | | |
| Joint Use Cost ¹ | | \$1,271,742 | \$1,682,050 | \$2,279,765 |
| Loading Bridge Cost | | 81,955 | 90,000 | 0 |
| Unassigned Ticket Counter Cost | | 241,225 | 313,740 | 419,378 |
| Passenger Related Security Charge Cost | | 533,724 | 731,739 | 857,503 |
| Deicing Chemicals Cost | | 76,535 | 40,000 | 40,000 |
| Total | [A] | \$2,205,179 | \$2,857,529 | \$3,596,646 |
| Total Departures | [B] | 8,361 | 9,686 | 10,423 |
| Average Per Turn Cost | [C=A/B] | \$263.75 | \$295.02 | \$345.07 |
| Per Turn Fee for Exempt Carriers (0-70 seats) | [D=C*130%] | \$277.00 | \$310.00 | \$449.00 |
| Per Turn Fee for Exempt Carriers (71-135 seats) | [E=C*150%] | \$330.00 | \$369.00 | \$518.00 |
| Per Turn Fee for Exempt Carriers (136+ seats) | [F=C*175%] | \$369.00 | \$413.00 | \$604.00 |

Note: Amounts may not add due to rounding.

¹ Includes the cost of baggage areas and gate areas.

Source: Airport management records

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

B. Public Hearing and Final Adoption of the Authority's Fiscal Year 2023/2024 Budget: Janet Burnette reported that the preliminary Fiscal Year 2023/2024 Budget was presented to and approved by the Board at the March 10, 2023 Board Meeting. Since that time the budget has been available for public inspection and comment, with no comments received to date.

Mr. Erwin moved to open the floor to public comments at 8:47 a.m. Mr. Russell seconded the motion and it carried unanimously. There being no public comment, Mr. Erwin moved to close the floor to public comments at 8:48 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Mr. Ricker moved to adopt the Fiscal Year 2023/2024 Budget Ordinance. Mr. Russell seconded the motion and it carried unanimously:

[INTENTIONALLY LEFT BLANK]

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
2023-2024
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 2023-2024 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, 2023 and ending June 30, 2024 in accordance with the following schedules:

EXPENDITURES

| | |
|---|-----------------------------|
| Administration Department | \$ 1,489,534 |
| Planning Department | 626,930 |
| Executive Department | 1,228,190 |
| Finance Department | 697,167 |
| Guest Services Department | 297,920 |
| Information Technology Department | 1,786,676 |
| Marketing Department | 855,247 |
| Operations Department | 6,275,514 |
| Properties & Contracts | 376,147 |
| Public Safety Department | 2,818,290 |
| Emergency Repair Costs | 50,000 |
| Carry-over Capital Expenditures from Prior Year | 253,611,970 |
| Capital Improvement | 8,910,000 |
| Equipment and Small Capital Outlay | 131,000 |
| Renewal and Replacement | 383,017 |
| Business Development | 400,000 |
| Debt Service | 20,494,884 |
| Contingency | 100,000 |
| Total Expenditures | <u><u>\$300,532,486</u></u> |

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

REVENUES

| | |
|--|-----------------------------|
| Administration (Interest Income) | \$ 500,000 |
| Terminal | 10,357,741 |
| Airfield | 3,066,689 |
| General Aviation | 1,330,664 |
| Parking Lot | 10,265,000 |
| Other | 420,924 |
| Bond Interest | 11,500,000 |
| Passenger Facility Charges | 3,800,000 |
| Customer Facility Charges | 2,200,000 |
| Federal Grants (including AIP/BIL) | 41,783,712 |
| Federal Grants (TSA funds) | 15,000,000 |
| NC Department of Transportation Grants | 7,000,000 |
| Transfer from GARAA Cash/Investments | 193,307,757 |
| Total Revenues | <u><u>\$300,532,486</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 \$76,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.
- c. He may approve any type of procurement up to \$76,000 (spending authority). This spending authority is to be adjusted annually using CPI index.

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

Section 5. This ordinance shall become effective on July 1, 2023.

Adopted this ____ day of April, 2023

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

NEW BUSINESS:

A. Approve Guaranteed Maximum Price Amendment for Component Guaranteed Maximum Price (“CGMP”) No. 3 with Hensel Phelps Construction Company:

Jared Merrill provided a summary of the terminal project agreements with Hensel Phelps that were approved by the Board at previous meetings. Staff has been working with Hensel Phelps to price the final CGMP No. 3 which includes the new terminal building of approximately 280,000 sf.

Mr. Merrill advised the Board that some minor revisions were made to the AIA contract amendment and the changes were included in the agenda package at their seats. Mr. Merrill reviewed the revisions: Section A.3.1.6 removal of the except as noted statement; A.3.1.7 statement was added that the owners’ contingency will be provided outside of the contract. Staff anticipates that there will be remaining contingency funds from CGMP 1 and CGMP 2 upon the completion of those phases and the Authority intends to transfer the funds to CGMP 3 through Board approval at a future date.

Mr. Merrill stated that prior to receiving the first set of bids in December 2022, the budget for the work was approximately \$185,000,000. Due to bids coming in 40% higher than anticipated, a lack of bids received for each trade, and escalating material costs, the total cost for the services in CGMP No. 3 has been negotiated with Hensel Phelps for a total not to exceed \$261,577,165. Mr. Merrill further stated that an additional \$15,765,000 will be required for an Owner’s Allowance to cover furniture, utility coordination, art, program management services, and marketing costs bringing the total project budget to \$277,342,165. The project will be paid for utilizing FAA and TSA funds as well as Authority issued bonds, and the following budget ordinance amendment will be necessary:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2023:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

| | <u>Decrease</u> | <u>Increase</u> |
|----------------------|-----------------|----------------------|
| Capital Improvements | _____ | <u>\$150,368,929</u> |
| Totals | _____ | <u>\$150,368,929</u> |

This will result in a net increase of \$150,368,929 in the appropriations. Revenues will be revised as follows:

REVENUES:

| | <u>Decrease</u> | <u>Increase</u> |
|--------------------------|-----------------|----------------------|
| Transfer from GARAA Cash | _____ | <u>\$150,368,929</u> |
| Totals | _____ | <u>\$150,368,929</u> |

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

Adopted this 14th day of April 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Mr. Erwin moved to approve CGMP No. 3 Amendment in the amount of \$261,577,165 and a total project budget of \$277,342,165 (which includes an allowance for owner soft costs) to be contingent upon the successful sale of the necessary bonds on April 27, 2023; authorize the President & CEO to execute the necessary documents; and amend the FY2022/2023 Budget by adopting the budget ordinance amendment as presented by staff. Mr. Kennedy seconded the motion and it carried unanimously.

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

A. Art Request for Proposals (“RFP”): The president reported that art will be commissioned for the new terminal building. Staff is well ahead of the schedule for this process, the RFP will be issued either later this year or early next year, and the RFP will be widely communicated.

B. Bond Issuance Update: In early April the LGC approved the Authority's application for issuing additional bonds. A preliminary official statement was made public this week, and the bonds are set to go on sale on April 27th with a closing in early May.

C. Port of Entry: The president stated that he has been working with Land of Sky on an inland port and has executed a non-disclosure agreement with US Customs and Border Control for a port of entry at the airport. Additional applications will be submitted with the Charlotte port who will be overseeing some of the work entailed with setting up a port of entry at the Asheville Regional Airport. Staff will also determine what type of facility is needed for the port of entry. Land of Sky has applied for grant funds to cover the cost of the facility at the airport.

D. Groundbreaking for Terminal Project: The groundbreaking event for the terminal project is set for August 11th.

E. Alcohol Consumption in Hold Rooms: Christina Madsen reported that there is an opportunity to increase revenue by allowing alcohol consumption in the hold rooms during construction of the new terminal and also after the construction is completed. Currently alcohol is consumed only in the restaurant which is at capacity and contributes to instances of dissatisfied customers. Mrs. Madsen conducted research with other airports and has worked with the concessionaire and believes there could be an increase in sales by approximately 15% if alcohol consumption was allowed in areas beyond the restaurant. The concessionaire would continue to hold the permit however an amendment of the Authority's ordinances would be necessary to allow consumption in all hold rooms and seating areas post-security. Signage would be displayed that prohibits passengers from bringing alcohol onto aircraft.

Mr. Ricker moved to allow alcohol consumption in the post-security areas (including the hold rooms) and to allow the President & CEO to move forward with any Ordinance changes necessary to implement. Mr. Kennedy seconded the motion and it carried unanimously.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on May 12, 2023.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:22 a.m. Mr. Erwin 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 an Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations. Mr. Russell seconded the motion and it carried unanimously.

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

Open Session resumed at 10:23 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY APRIL 14, 2023

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

ADJOURNMENT: Mr. Kennedy moved to adjourn the meeting at 10:25 a.m. Mr. Russell seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Angela Wagner, Vice President of Administration and Human Resources

DATE: May 12, 2023

ITEM DESCRIPTION – Consent Item B

Approval of Amended Introductory Period Policy

BACKGROUND

The Greater Asheville Regional Airport Authority utilizes an introductory period for all new hires. The purpose of the introductory period is to give employees an initial period of time to adjust and learn about the Authority and their position. It is also an opportunity to see if they are suited for their role.

The Introductory Period Policy is being amended to further clarify and protect the Authority's employment at-will status.

ISSUES

Legal counsel and staff have reviewed the Introductory Period Policy and recommend a few modifications to clarify and protect the Authority's employment at-will status.

ALTERNATIVES

The Authority Board could decide to make additional changes or modifications, or to not amend the current Introductory Period Policy.

FISCAL IMPACT

There is no direct fiscal impact to the Authority.



RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the attached amended Policy; and (2) authorize the President and CEO to implement the necessary documents.

Introductory Periods

OBJECTIVE All employees shall serve an introductory period.

Any introductory period gives the employee an initial period of adjustment in order to learn about the Authority and about his or her position. During this time the employee will have an opportunity to see if he or she is suited for the position. This introduction period also shall be considered an integral part of the examination process and shall be utilized for evaluation of an employee's performance and adaptability to the position, and for separating from employment any employee who does not meet the Authority's expectation.

METHOD OF OPERATION

At Will Status

The introductory period is not intended to and does not change the at will status of all employees of the Authority. All employees of the Authority are at will, meaning their employment is not for a specific time period or duration, and their employment may be terminated with or without cause and with or without notice.

Directives

The duration of the introductory period shall be for a minimum of three (3) months of continuous, uninterrupted service from the original start date. During this time the new employee will be provided with training and guidance from his or her supervisor and/or department head. The new employee may be terminated at any time during this period if it is concluded that they are not progressing or performing satisfactorily. ~~Additionally, as is true at all times during an employee's employment with the Authority, employment is not for any specific time and may be terminated at will.~~

Employees whose classifications are covered by a contract approved by the Authority shall serve an introductory period in accordance with the terms of the agreement.

Dismissal During Introductory Period

At any time during any introductory period, the President & CEO may remove an employee when deemed to be in the best interest of the Authority. Upon such removal, the employee shall be furnished written notification and, whenever possible, be given advanced written notice of termination.

An employee does not have the right of appeal (of termination, suspension or other disciplinary action)-during the introductory period.

Extension of Introductory Period

A member of management, for good reason, may extend an employee's introductory period for a period not exceeding three (3) additional months. Any extension should be in writing, with notice being furnished to the employee. Such notice shall state the

reason for the extension and what corrections are required of the employee for attaining regular appointment.

| | |
|---|---|
| Release From Introductory Period | Release from the introductory period and appointment to an established position are not automatic. Release from the introductory period requires an average or above average performance evaluation in each category of the performance evaluation and no documented evidence of disciplinary action. Any employee having a rating of below satisfactory will have the introductory period extended or will be released. Any employee not meeting an average or above average at the conclusion of an extended introductory period will be terminated. |
|---|---|

APPROVAL AND UPDATE HISTORY:

| | |
|-------------------|--|
| Approval | July 1, 2022 |
| Supersedes | October 10, 2014, Effective November 1, 2014, March 13, 2014, April 19, 2004 |



MEMORANDUM

TO: Members of the Airport Authority

FROM: Angela Wagner, Vice President of Administration and Human Resources

DATE: May 12, 2023

ITEM DESCRIPTION – Consent Item C

Approval of Insurance Renewals

BACKGROUND

Health Insurances

CIGNA has provided the Authority's medical insurance coverage for the past 13 years and the renewal trend has been very good over the years.

CIGNA originally quoted a 5.4% rate increase. Our broker, OneDigital, was able to further negotiate the renewal to 2.0%. In order to maintain a high level of benefits for our employees, we are recommending renewing the same plan with Cigna. The Cigna plan structure limits our large claims liability. 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 helped keep renewal rates down through the life of the plan.

With FY 2023/24's position and retiree counts, total premiums will be approximately \$1,739,055. Offset by employee contributions of \$270,116, the Authority's net cost for medical insurance will be approximately \$1,468,939, based on the current enrollment and approved new hires for FY 2023/2024.

Delta Dental has provided our dental coverage for the past seven years. Delta Dental originally provided an 8.57% increase. Our broker was able to further negotiate the renewal to 6.87% with Delta Dental after shopping the market for better rates. With FY2023/2024's position count, total premiums will be approximately \$82,631.

Superior Vision has provided our vision coverage for the past seven years. Superior Vision provided a flat, no increase renewal last year and guaranteed the rate through

Consent – Item C



FY 2025/26. With FY 2023/2024's position count, total premiums will be approximately \$6,248.

Mutual of Omaha provides ancillary benefits including: life insurance, accidental death & dismemberment (AD&D), short-term disability, long-term disability, voluntary life insurance, voluntary accident insurance, and voluntary specified disease insurance. Mutual of Omaha has been providing ancillary benefits for the past nine years. Mutual of Omaha also provided a flat, no-increase renewal for all current policies last year and guaranteed the rates for FY 2023/24. With FY2023/2024's position count, total premiums will be approximately \$27,163 for life insurance and AD&D, and \$59,407 for disability insurances. The remaining benefits are voluntary, employee-paid benefits and will have no direct cost to the Authority.

In addition, our Broker, One Digital, removed commissions from all benefits lines for FY 2023/24. Commissions will be paid separately to provide transparency regarding the broker's service fee. The employee benefits broker fee for FY 2023/24 is \$26,000.

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 within the total budgeted amount for business insurance in the FY2023/2024 budget.

USI will be renewing our property coverage with Chubb Insurance for \$105,022, our inland marine coverage with Chubb for \$11,313 and our general liability coverage with Chubb for \$56,277. Auto coverage will renew with American Southern Insurance for \$24,376, worker's compensation coverage with Southern Insurance for \$88,318, and commercial crime coverage with AIG for \$815. Chubb will continue to provide and our public official's coverage for \$27,646 and law enforcement liability will remain with QBE for \$21,835.

Our broker, USI, is shopping the market for the Cyber insurance renewal, but the cost will not exceed \$19,838, which was submitted by Chubb. Cyber insurance is increasing due to continued 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, less the commission for Workers' Compensation since that cannot be removed.



Our total FY2023/2024 business insurance cost is \$371,440. This is an increase of \$40,230 from FY2022/2023's actual cost of \$331,210.

ISSUES

Because time is of the essence for the renewal process, the Vice President 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 FY2023/2024 budget for a total of \$2,086,324. Spreadsheets comparing the quoted actual costs to the FY2023/2024 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 President and CEO to execute the necessary documents.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Health Insurance Expense

| | FY2023 | | FY2024 | | FY2024 Budget vs Estimates | | FY2024 Estimates vs FY2023 Actuals | |
|------------------------------|---------------------|-------------------|---------------------|---------------------|----------------------------|---------------|------------------------------------|--------------|
| | FY2023 Budget | FY2023 Actual | FY2024 Budget | FY2024 Estimates* | Over/(Under) | | Over/(Under) | |
| | | | | | Amount | % | Amount | % |
| Insurance | | | | | | | | |
| Medical | \$ 1,423,934 | \$ 805,986 | \$ 1,487,809 | \$ 1,468,939 | \$ (18,870) | (1.3%) | \$ 662,953 | 82.3% |
| Retiree Medical | 43,931 | 35,145 | 64,128 | 44,496 | (19,632) | (30.6%) | 9,351 | 26.6% |
| Dental | 77,179 | 43,638 | 84,171 | 82,631 | (1,540) | (1.8%) | 38,993 | 89.4% |
| Vision | 6,198 | 4,412 | 6,386 | 6,248 | (138) | (2.2%) | 1,836 | 41.6% |
| Life & AD&D | 23,444 | 17,417 | 27,163 | 27,163 | - | 0.0% | 9,746 | 56.0% |
| Disability | 40,268 | 31,440 | 59,407 | 59,407 | - | 0.0% | 27,967 | 89.0% |
| Employee Benefits Broker Fee | - | 15,000 | 26,000 | 26,000 | | | | |
| Total Insurance | \$ 1,614,954 | \$ 953,038 | \$ 1,755,064 | \$ 1,714,884 | \$ (40,180) | (2.3%) | \$ 750,846 | 78.8% |

*Estimate includes open positions in our current structure

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Business Insurance Expense

| | FY2023 | | FY2024 | | FY2024 Actual vs Budget Over/(Under) | | FY2024 Actuals vs FY2022 Actual Over/(Under) | |
|------------------------|-------------------|-------------------|-------------------|-------------------|---|---------------|---|--------------|
| | FY2023 Budget | FY2023 Actual | FY2024 Budget | FY2024 Actual | Amount | % | Amount | % |
| | Insurance | | | | | | | |
| Property & Casualty | \$ 90,000 | \$ 103,552 | \$ 119,085 | \$ 116,335 | \$ (2,750) | (2.3%) | \$ 12,783 | 12.3% |
| General Liability | 45,000 | 44,637 | 53,564 | 56,277 | 2,713 | 5.1% | 11,640 | 26.1% |
| Auto Liability | 27,000 | 22,009 | 27,000 | 24,376 | (2,624) | (9.7%) | 2,367 | 10.8% |
| Other Insurance* | 72,400 | 64,666 | 77,000 | 86,134 | 9,134 | 11.9% | 21,468 | 33.2% |
| Workers' Compensation | 100,000 | 96,346 | 121,958 | 88,318 | (33,640) | (27.6%) | (8,028) | (8.3%) |
| Total Insurance | \$ 334,400 | \$ 331,210 | \$ 398,607 | \$ 371,440 | \$ (27,167) | (6.8%) | \$ 40,230 | 12.1% |

*FY2023 actual above includes a \$20,000 service fee less the Workers Compensation commission



MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.
Chief Operating Officer

DATE: May 12, 2023

ITEM DESCRIPTION – New Business Item A

Introduction of Ordinance No. 202301 Adopting Rules and Regulations of the Asheville Regional Airport

BACKGROUND

The Greater Asheville Regional Airport Authority (GARAA) was created on June 28, 2012 by the General Assembly of North Carolina through the ratification of Session Law 2012-121, aka the Greater Asheville Regional Airport Authority Act (the Act). Among other things, Session Law 2012-121 gives the GARAA the ability to make all reasonable rules, regulations and policies necessary for the proper operation of the airport, as well as the ability to exercise all powers conferred by Chapter 63 of the General Statutes of the State of North Carolina. These specifically include the powers to adopt all needful rules, regulations and ordinances for the management, government, and use of any properties under its control.

On February 17, 2017, the Airport Board adopted Ordinance No. 201701, which established airport rules and regulations, penalties for their violation, and provided the Authority with the ability to properly and sufficiently manage and govern airport facilities in accordance with applicable laws and airport policies to ensure for the safe operation of the airport. These rules and regulations were substantially consistent with those typical in the airport industry for public airport facilities.

In the six years since the adoption of the ordinance, airport growth, changes in operating requirements, and changing state and federal requirements have resulted in the need for the Airport Rules and Regulations ordinance to be updated. The primary changes in the proposed update include added definitions of certain aeronautical activities and aircraft devices that were not relevant in 2017, the re-organization of certain sections of the

New Business – Item A



document to better identify the type of violation it represents, updates to fines associated with certain penalties, the re-defining of certain penalties between infractions, misdemeanors and civil penalties, and a number of additions that were required as a result of new issues that have arisen over the years which will give airport staff better ability to manage and enforce those activities. Additionally, some of the changes proposed will bring the application of penalties and fines into alignment with the practices of the City of Asheville court system which processes the collection of certain fines issued by the airport as infractions or misdemeanors. The updated Rules and Regulations proposed are consistent with those typical of the airport industry.

The extent of changes versus the 2017 ordinance are beyond the scope of what can be considered a mere revision. Therefore, the adoption of a new ordinance is proposed, which will supersede and replace Ordinance No. 201701.

In accordance with Session Law 2012-21, introduction of the new Ordinance must be made at a public meeting of the Authority, followed by filing with the Clerk to the Board who shall publish a statement that it has been filed with the Authority for consideration, and shall make it available for public inspection for a minimum of 10 days. The Board shall then conduct a public hearing prior to adoption at its next meeting.

ISSUES

Without the approval of an updated ordinance, it will be difficult, and in some cases impossible, to enforce the rules that are necessary for the safety of the airport, its patrons, and employees, and for the Departments of Public Safety and Operations to adequately and efficiently carry out its enforcement duties.

ALTERNATIVES

The Board could choose not to approve some or all of the updates to the ordinance.

FISCAL IMPACT

There is no fiscal impact associated with this action.



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board: (1) accept the introduction of, and approve Ordinance No. 202301 of the Asheville Regional Airport, (2) schedule a public hearing and accept public comment on proposed Ordinance 202301 of the Asheville Regional Airport; and (3) following the minimum ten day period for public comment and the public hearing, plan to adopt the revised Ordinance establishing the updated Rules and Regulations for the Asheville Regional Airport.

Attachment



Greater Asheville Regional Airport Authority

Airport Ordinance No. 202301

Airport Rules & Regulations



FOREWORD

Welcome to the Asheville Regional Airport (AVL). The Greater Asheville Regional Airport Authority, owner and operator of AVL, has established through ordinance, Airport Rules and Regulations necessary to ensure the safe and efficient operation of the airport facilities.

This Airport Rules and Regulations Ordinance is provided to assist all tenants, employees, pilots, passengers, and other members of the general public with the information they need to understand the basic requirements, and safety procedures and practices in place at AVL for the benefit of safety and security of the airport facility and those using it.

Questions concerning any information contained in this manual should be directed to the Greater Asheville Regional Airport Authority administrative offices, 61 Terminal Drive, Suite 1, Fletcher, North Carolina 28732.

TABLE OF CONTENTS

| | |
|--|-----------|
| Section 1. Citation..... | 4 |
| Section 2. Findings..... | 4 |
| Section 3. Purpose and Scope..... | 5 |
| Section 4. Effective Date..... | 6 |
| Section 5. Definitions | 6 |
| Section 6. General Regulations | 12 |
| Section 7. Personal Conduct..... | 15 |
| Section 8. Safety Regulations..... | 21 |
| Section 9. Aeronautical Regulations | 35 |
| Section 10. Airport Operational Restrictions..... | 38 |
| Section 11. Taxi and Ground Rules..... | 43 |
| Section 12. Helicopter Operations..... | 45 |
| Section 13. Use of T-Hangars and Storage Hangars | 46 |
| Section 14. Motor Vehicles | 48 |
| Section 15. Motor Vehicle Parking..... | 50 |
| Section 16. Ground Transportation Vehicles..... | 52 |
| Section 17. Free Speech | 55 |
| Section 18. Enforcement & Appeals | 57 |
| Section 19. Miscellaneous | 59 |

AIRPORT ORDINANCE NO: 202301
AIRPORT RULES & REGULATIONS

ADOPTED: _____

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ORDINANCE

ORDINANCE NO: 202301

AN ORDINANCE, IN ACCORDANCE WITH SECTION 1.6(A) OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ACT, NORTH CAROLINA SESSION LAW 2012-121, TO ESTABLISH THE RULES AND REGULATIONS OF THE ASHEVILLE REGIONAL AIRPORT IN ORDER TO REGULATE THE CONDUCT OF PERSONS AND BUSINESSES AT THE ASHEVILLE REGIONAL AIRPORT; AND TO MAKE A VIOLATION OF THIS ORDINANCE OR ANY AIRPORT RULE OR REGULATION CONTAINED HEREIN A MISDEMEANOR, CIVIL INFRACTION, OR ADMINISTRATIVE VIOLATION, AND TO PRESCRIBE THE PENALTIES AND MEANS OF ENFORCEMENT OF SAID RULES AND REGULATIONS;

Section 1. Citation

- 1.1 This Ordinance may be cited as "**Authority Ordinance No. 202301**" or as the "**Airport Rules & Regulations**".

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, and operates the Asheville Regional Airport.
- 2.2 Section 1.6(a)(7) of Session Law 2012-121 gives the GARAA 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)(21) of the Session Law gives the GARAA 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.*".
- 2.4 The powers conferred in North Carolina General Statute Section 63-53(2) specifically include the powers to: adopt and amend all needful rules, regulations and ordinances for the management, government and use of any properties under its control and to fix by ordinance, penalties for the violation of said ordinances and enforce said penalties.
- 2.5 North Carolina General Statute Section 63-53(2) also specifically requires that such ordinances be published as provided by general law or the charter of the municipality for the publication of similar ordinances, and that such ordinances conform to and be consistent with the laws of the State of North Carolina, and the then current federal legislation governing aeronautics and the regulations promulgated thereunder.
- 2.6 The Greater Asheville Regional Airport Authority, consistent with that Resolution adopted on June 17, 2016 by the Authority Board (Greater Asheville Regional Airport Authority Policy and Procedure for the Adoption of Ordinance), may adopt these Airport Authority Rules & Regulations by ordinance.

Section 3. Purpose and Scope

- 3.1 The purpose of these Airport Rules & Regulations is to establish by ordinance certain rules and regulations that will govern the use and activities that may take place on Airport Property.
- 3.2 Permission to use the Airport, Airport Property or any part thereof, is conditioned upon strict compliance with these Airport Rules & Regulations, including payment of any fees or charges established hereby.
- 3.3 These Airport Rules & Regulations shall be applicable to every Person utilizing the Airport, or Airport Property unless otherwise indicated, and shall supersede all prior rules and regulations promulgated by the Authority.
- 3.4 These Airport Rules & Regulations shall be in addition to all other applicable contract terms, lease terms, Minimum Standards, policies, plans and Directives of the Airport, including, but not limited to

the: Storm Water Pollution Prevention Plan, Spill Prevention Control and Countermeasures Plan, Airport Security Plan, Airport Emergency Plan, Airport Certification Manual, and Wildlife Hazard Management Plan.

Section 4. Effective Date

- 4.1 These Airport Rules & Regulations shall take effect as of the **17th** day of **February, 2017**. Any amendments hereto shall be effective as of the Amended Date referenced above.

Section 5. Definitions

- 5.1 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Airport Rules & Regulations shall have the meanings set forth in this Section.
- 5.2 *Abandon* - shall mean to forsake, desert, give up and/ or surrender one's claim or right, license, use or privilege.
- 5.3 *Abandoned Property* – shall mean any item, including but not limited to Motor Vehicles, equipment and personal belongings, that would appear to a reasonable person that it has been forsaken, deserted, given up, surrendered, or left without anticipation of the Owner or Operator returning to claim it within a reasonable period of time.
- 5.4 *Airport Development Guidelines* – shall mean the specific written documents detailing the design requirements of all new construction and development on Airport Property, and for modifications to existing Airport facilities, regardless of ownership.
- 5.5 *Airport Movement Area (AMA)* – shall mean the Runways, Taxilanes or Taxiways and other areas of the Airport that are utilized for taxiing, air taxiing, takeoff and landing of Aircraft that are under the direct control of the air traffic control tower, including during periods when the tower is closed.
- 5.6 *Air Operations Area (AOA)* – shall mean the areas of the Airport used for Aircraft landing, takeoff, or surface maneuvering, including the areas around hangars, navigation equipment, and Aircraft parking areas.
- 5.7 *Aircraft* – shall mean any device used or designed for navigation or flight in the air including, but not

limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, blimp, remotely piloted air vehicles, unmanned air vehicles and other autonomous air vehicles.

- 5.8 *Airport* - shall mean the Asheville Regional Airport (AVL).
- 5.9 *Airport Property* – shall mean any and all real property owned by the Authority and used for aeronautical and aeronautical-related purposes, including, but not limited to: the Airfield, the Airport terminal, Terminal Drive, the Runway, all parking facilities, whether public or private, all general aviation facilities, all Public Safety facilities, and all Taxilanes and Taxiways.
- 5.10 *Alcoholic Beverage* – shall mean any beverage containing at least one-half of one percent (0.5%) alcohol by volume, including any Malt Beverage, Unfortified Wine, fortified wine, spirituous liquor, and mixed beverages, or as otherwise defined by the State of North Carolina.
- 5.11 *Apron or Ramp* - shall mean those areas of the Airport within the AOA designated for loading, unloading, servicing or parking of Aircraft.
- 5.12 *Authority* - shall mean the Greater Asheville Regional Airport Authority.
- 5.13 *Authority Board* – shall mean the collectively appointed members of the Authority that when acting in official capacity on behalf of the Authority, have the powers, authority and jurisdiction conferred upon it by the North Carolina General Assembly.
- 5.14 *Authorized Area* - shall mean a specified location or portion of the Airport, accessible only to specifically authorized Person(s).
- 5.15 *Authorized Representative* - shall mean an employee of the Authority designated by the Authority Board or the President & CEO to act in a particular capacity.
- 5.16 *City* - shall mean the City of Asheville, North Carolina.
- 5.17 *Commercial Activity* - shall mean the exchange, trading, buying, hiring or selling of commodities, goods, services, or tangible or intangible property of any kind, and/or any revenue producing activity on Airport Property.
- 5.18 *County* - shall mean Buncombe County, and/or Henderson County, North Carolina.

- 5.19 Courtesy Vehicle - shall mean any Motor Vehicle used in Commercial Activity as herein defined, other than a taxicab, limousine, TNC Vehicle, Peer-to-Peer Vehicle Sharing Program, etc. to transport Persons, baggage or goods, or any combination thereof, between the Airport and the business establishment owning or operating such Motor Vehicle, the operation of which is generally performed as a service without any direct or indirect costs to the passenger.
- 5.20 Designated Area – shall mean those areas of the Airport, marked by signage where possible, where certain activities are limited, or where certain activities must occur, as specified elsewhere in these Airport Rules & Regulations.
- 5.21 Directives - shall mean the specific written documents detailing the approved methods of operations as directed by the Authority or his/her Authorized Representative.
- 5.22 Federal Aviation Regulation (FAR) – shall mean the rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States, as contained in Title 14 of the Code of Federal Regulations.
- 5.23 Flammable Liquids - Liquids that are capable of self-sustained combustion.
- 5.24 Foreign Object Damage/Debris (FOD) –shall mean any object, live or not, located in an inappropriate location in the Airport environment that has the capacity to injure the Airport or air carrier personnel and/or damage Aircraft.
- 5.25 Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device - shall mean any Motor Vehicle, tanker truck, trailer or other mobile or fixed device containing a tank of any size and/or pumping equipment, designed or used to deliver and supply fuel to Aircraft, Motor Vehicles, fuel farms, fuel tanks, or other equipment on Airport Property.
- 5.26 Hazardous Material –shall mean any item or agent (biological, chemical, radiological, and/or physical) which has the potential to cause harm to humans, animals, or the environment, either by itself, or through interaction with other factors.
- 5.27 Helicopter - shall mean a rotorcraft that, for its horizontal motion, depends principally on its engine driven rotors.
- 5.28 Malt Beverage – shall mean beer, lager, malt liquor, ale, porter, or fermented beverage.

- 5.29 Minimum Standards – shall mean the specific written documents detailing the minimum requirements to be met as a condition for the privilege to conduct aeronautical or non-aeronautical services on Airport Property.
- 5.30 Motor Vehicle - shall mean every vehicle which is self-propelled and every vehicle designed to run upon the highways which is pulled by a self-propelled vehicle, except Aircraft or devices moved exclusively upon stationary rails or tracks.
- 5.31 NFPA - shall mean the National Fire Protection Association.
- 5.32 Non-Commercial Activity - shall mean activities undertaken not for profit, but solely for philanthropic, religious, charitable, benevolent, humane, public interest, or similar purpose and no consideration for same is received, pledged or promised for any part of the respective activity.
- 5.33 Non-Operating Aircraft – any Aircraft located on the Airport which does not possess a current certificate of air worthiness issued by the Federal Aviation Administration and/or is not operational or functional and is not actively being repaired in good faith to become an operating Aircraft.
- 5.34 Non-Public Parking Facilities – shall mean parking facilities that are limited to authorized users or permit only parking.
- 5.35 Open Container – shall mean a container whose seal has been broken or a container other than the manufacturers unopened original container.
- 5.36 Operator - shall mean the individual directly controlling or maneuvering equipment, Motor Vehicle or Aircraft.
- 5.37 Owner - shall mean the Person possessing a fee interest in real property or ownership interest in personal property.
- 5.38 Parade – shall mean any march, demonstration, ceremony or procession of any kind which moves from place to place completely or partially in or upon any Street, sidewalk or other grounds or places owned or under the control of the Authority along a specified route.
- 5.39 Park - shall mean to put or leave or let a Motor Vehicle or Aircraft stand or stop in any location whether the Operator thereof leaves or remains in such Motor Vehicle or Aircraft when such standing or stopping is not required by traffic controls or by conditions beyond the control of the Operator.

- 5.40 Peer-to-Peer Vehicle Owner – shall mean the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through a Peer-to-Peer Vehicle Sharing Program.
- 5.41 Peer-to-Peer Vehicle Sharing Program – shall mean an electronic business platform that connects shared vehicle owners and drivers to enable the sharing of vehicles for financial consideration.
- 5.42 Peer-to-Peer Vehicle Sharing Provider – any Person who operates, facilitates or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program.
- 5.43 Person - shall mean any individual, entity, firm, partnership, corporation, company, association, joint stock association or body politic, or other user of the Airport, and includes any trustee, receiver, committee, assignee or other representative or employee thereof. Person includes the singular and plural whenever the context permits.
- 5.44 Picketing – shall mean the stationing of any Person by standing, lying, walking, sitting, kneeling, bending, or in any other similar manner at a particular place so as to persuade, or otherwise influence another Person’s actions or conduct, or to apprise the public of an opinion or message.
- 5.45 Public Areas – shall mean areas and portions of the Airport, including buildings, intended to be accessible and open to the general public, exclusive of Authorized Areas.
- 5.46 Public Parking Facilities - shall mean all parking facilities provided for the public on Airport Property.
- 5.47 Public Safety – shall mean the Department of Public Safety of the Greater Asheville Regional Airport Authority, which provides law enforcement, Aircraft rescue and firefighting, and emergency medical services on the property of the Asheville Regional Airport.
- 5.48 Restricted Area - shall mean any designated area of the Airport to which access or entry is limited to authorized Persons only.
- 5.49 Runway - shall mean a Restricted Area used solely for take-off and landing of Aircraft.
- 5.50 Service Animal – shall mean a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training

are not Service Animals.

- 5.51 Solicitation or To Solicit - shall mean to repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, ask orally, in writing, or otherwise, (or endeavor to obtain by asking), request, implore, plead for, importune, seek or try to obtain, and shall include, but shall not be limited to: panhandling and begging.
- 5.52 Street – shall mean any highway, road, street, avenue, boulevard, alley, bridge, or other way within and/or under the control of the Authority and open to public use.
- 5.53 Taxilane or Taxiway - shall mean those portions of the AOA authorized or designated by the Authority for the surface maneuvering of Aircraft, which are used in common, and which may or may not be under the control of an Air Traffic Control Tower.
- 5.54 Taxicab, Taxi or Cab - shall mean any automobile that carries Person(s) for a fare, determined by a meter and that is appropriately licensed as a taxicab by the proper governmental authority.
- 5.55 Through-the-Fence Operations – shall mean a Commercial Activity or a Non-Commercial Activity that is directly related to the use of the Airport, but is developed or located off Airport Property, and that has access to the Airport for Aircraft across the property line.
- 5.56 Transportation Network Company (TNC) – shall mean citizens utilizing a privately owned Motor Vehicle for commercial ground transportation purposes that are dispatched through electronic means.
- 5.57 Ultra Light Vehicle – shall mean an Aircraft that meets and operates under the requirements of 14 C.F.R. Part 103.
- 5.58 Unfortified Wine – shall mean wine that has an alcoholic content produced only by natural fermentation or by the addition of pure cane, beet, or dextrose sugar.
- 5.59 Weapon - shall mean a dirk, billy club, gun, knife, blackjack, slingshot, metal knuckles, tear gas, chemical weapon, any explosive device, electric weapon or any other substantiating instrument that can be utilized to coerce, intimidate or injure a Person, and all other such instruments as defined by local, state or federal law.

Section 6. General Regulations

- 6.1 Commercial & Non-Commercial Activity. It shall be unlawful for any Person to occupy or rent space or conduct any business, commercial enterprise or Commercial Activity, or other form of revenue or non-revenue producing Non-Commercial Activity on Airport Property without first obtaining a written lease, contract, permit or other form of written authorization from the Authority and paying all fees.
- 6.2 Advertising and Display. It shall be unlawful for any Person to post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of written material on Airport Property or in public rights-of-way without the written permission of the Authority.
- 6.3 Commercial Speech. It shall be unlawful for any Person, for a commercial purpose, to post, distribute, or display signs, advertisements, circulars, pictures, sketches, drawings, or engage in other forms of commercial speech without a written contract, permit or other form of written authorization from the Authority.
- 6.4 Commercial Photography. Except as provided for in Section 6.4.1, it shall be unlawful for any Person to take still, motion or sound motion pictures or make sound records or recordings of voices or otherwise on Airport Property for commercial purposes or for the distribution to others for commercial purposes without written permission from and in a manner authorized by the Authority.
- 6.4.1 Section 6.4 does not apply to bona fide coverage by the news media conducting their business in an Authorized Area.
- 6.5 Through the Fence Activities. Except as described in Section 6.5.1 and 6.5.2 below, it shall be unlawful for any Person to access the Airport, including the Runway, Taxilane or Taxiway, Aprons, hangar and Aircraft servicing areas directly from any off Airport property.
- 6.5.1 Exceptions to Section 6.5 may be sought from the Authority on a case-by-case basis.
- 6.5.2 Access by exception to Section 6.5 shall only be allowed upon satisfaction of each of the following conditions:
- 6.5.2.1 The issuance of a permit, license or written agreement by the Authority;
- 6.5.2.2 When lease terms and operating restrictions can ensure security, safety, equitable compensation to

the Authority; and

- 6.5.2.3 When a fair competitive environment can be established for other comparable Airport tenants.
- 6.5.3 All Through-The-Fence Operations are subject to, and shall take place in, compliance with all FAR or Federal Aviation Administration (FAA) requirements.
- 6.6 Storage of Equipment. It shall be unlawful for any Person, unless otherwise provided for by lease, other agreement, or permit, to use any area on Airport Property, including buildings, either privately owned or publicly owned, for any storage of cargo or any other property or equipment, including Aircraft, without permission from the Authority.
 - 6.6.1 The Authority shall, upon a violation of Section 6.6, have the authority to order the cargo, Aircraft or any other property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee, without the Authority having any responsibility or liability therefor.
- 6.7 Construction and Repair Activities on Airport Property. It shall be unlawful for any Person to undertake any form of construction or repair activities on Airport Property, including but not limited to digging, changing, pouring concrete, erecting structures, repairing public utilities, installing or repairing pavement, or any other form of construction or repair work without a valid easement and/or first obtaining permission from the Authority.
- 6.8 Animals.
 - 6.8.1 It shall be unlawful to bring upon Airport Property any animal that is not properly restrained and controlled by the Owner either on a leash or inside a suitable container.
 - 6.8.2 Only Service Animals and animals traveling with passengers are allowed inside the Airport terminal. Animals traveling with passengers must be properly restrained and controlled by the Owner at all times, and must remain on a leash or inside a suitable container at all times.
 - 6.8.1.1 Section 6.8.1. shall not apply to public safety animals, Paws for Passengers animals or other animals associated with an approved Airport program.
 - 6.8.2 It shall be unlawful to hunt, pursue, trap, catch, injure or kill any animal on Airport Property without first obtaining permission from the Authority.

- 6.8.2.1 Section 6.8.2 shall not apply to the conduct and official acts of governmental officials, including wildlife management of the United States Department of Agriculture or of the Authority or when such activities are conducted by the Authority for Aircraft operational safety.
- 6.8.3 It shall be unlawful for any Person to feed or to do any other act to encourage the congregation of birds or other animals on Airport Property.
- 6.8.4 It shall be unlawful for any Person to fish or boat from the Airport on or in any lakes, ponds or other bodies of water located on Airport Property.
- 6.9 Preservation of Property.
- 6.9.1 It shall be unlawful for any Person to destroy, injure, deface or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, and/or other tangible property on Airport Property.
- 6.9.2 It shall be unlawful for any Person to travel on Airport Property other than on roads, walks or other marked rights-of-way provided for such specific purpose.
- 6.9.3 It shall be unlawful for any Person to alter, add to or erect any buildings or sign on the Airport or make any excavation on Airport Property without prior expressed written approval from the Authority.
- 6.9.4 Any Person causing injury, destruction, damage, or disturbance to Airport Property of any kind, including buildings, fixtures, or appurtenances, whether through any incident, act or omission, shall immediately report such damage or destruction to the Authority.
- 6.9.5 Any Person involved in any incident, whether personal, with an Aircraft, automobile, ground support equipment, or otherwise occurring anywhere on Airport Property, shall make a full report to Public Safety as soon as possible after the incident.
- 6.9.5.1 All incident reports shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a detailed statement of the facts and circumstances.
- 6.9.6 Any Person, tenant, company or organization causing damage to or destroying Airport property of any kind, including buildings, fixtures or appurtenances, whether through violation of these ordinance or through any incident, accident, act or omission, shall be fully liable to the Authority for all damages, losses and costs of repair associated therewith.

6.10 Lost, Found and Abandoned Property.

6.10.1 Any Person finding any lost article(s) in the Public Areas on Airport Property shall immediately deposit them with the Lost and Found located in Guest Services.

6.10.2 Articles unclaimed by their proper Owner within ninety (90) days, shall, thereafter, upon request, be turned over to the finder in accordance with then provisions of any applicable North Carolina General Statutes.

6.10.3 Articles to which the Owner or finder is not entitled to lawful possession shall be forfeited to the Authority for disposal in accordance with provisions of any applicable North Carolina General Statutes.

6.10.4 Nothing in Section 6.10 shall be construed to deny the right of Airport tenants to maintain "lost and found" services for property of their patrons, invitees or employees.

6.10.5 It shall be unlawful for any Person to Abandon any property on Airport Property.

6.10.6 Any property, which has been determined by the Authority to be Abandoned will be removed, stored, and/or disposed of at the Owner's expense, without the Authority having any responsibility or liability therefor.

6.11 Violations of Section 6.

6.11.1 A violation of Section 6 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. A civil penalties shall be assessed and a civil citation issued for the violation of any provision of Section 6. in accordance with the following:

6.11.1.1 The civil penalty associated with each civil citation issued for a violation of Section 6 shall be \$150.00.

6.11.1.2 Each day's continuing violation of any provision of Section 6 is a separate and distinct violation.

6.11.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent – Additional Penalty of \$50.00; Maximum of 3 Additional Penalties assessed.

6.11.2 [RESERVED]

6.11.3 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 6.

6.11.3.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

6.11.3.1.1 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

6.11.3.1.2 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 7. Personal Conduct

7.1 Misdemeanors.

7.1.1 Solicitation. It shall be unlawful for any Person To Solicit for any purpose on Airport Property without prior authorization from the Authority.

7.1.2 Obstruction of Airport Use and Operations. No Person shall obstruct, impair or interfere with the safe and orderly use of the Airport by any other Person, Motor Vehicle or Aircraft.

7.1.3 Restricted Areas and Air Operations Area.

7.1.3.1 Except as otherwise provided in Section 7.1.3.2, it shall be unlawful for any Person to, without the prior written authorization of the Authority, enter the AOA or any Restricted Area on Airport Property.

7.1.3.2 The following Persons may enter the AOA or any Restricted Area on Airport Property without the prior written authorization of the Authority:

7.1.3.2.1 Persons assigned to duty thereon with proper training and identification media issued by, or acceptable to, the Authority.

7.1.3.2.2 Passengers who, under appropriate supervision by qualified and

Airport badged personnel, enter upon the Apron for the purposes of enplaning or deplaning an Aircraft.

7.1.3.2.3 Persons engaged, or having been engaged, in the operation of Aircraft with proper identification, if located in a restricted area requiring such identification.

7.1.3.3 No Person shall walk or drive across the AMA of the Airport without specific permission from the Authority and, where applicable, the Federal Aviation Administration (FAA) air traffic control tower on Airport Property, and without having first completed all Airport required training and background checks.

7.1.4 Compliance with Signs. It shall be unlawful for any Person to fail to observe and obey all posted signs, fences, permanent and temporary traffic control and barricades governing activities and/or demeanor of the respective Person while on Airport Property, and while operating an Aircraft or other equipment.

7.1.5 Use and Enjoyment of Airport Premises.

7.1.5.1 It shall be unlawful for any Person, singularly or in association with others, by his, her, or their conduct or by congregating with others, to prevent any other Person lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other Person lawfully entitled thereto from free and unobstructed passage from place-to-place, or through entrances, exits or passageways on Airport Property.

7.1.5.1.1 Nothing in Section 7.5 is intended to prevent any Person from preventing another person, without authorization, from entering Authorized Areas or Restricted Areas.

7.1.5.2 It shall be unlawful for any Person to remain in or on any Public Areas, place or facility on Airport Property, in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use of such area, place, or facility by any Person or Motor Vehicle entitled to such passage or use.

7.1.5.3 It shall be unlawful for any Person to commit any disorderly, obscene, or indecent act, or use profane or abusive language, or commit any nuisance within the boundaries of the Airport.

7.1.5.4 It shall be unlawful for any Person to throw, shoot, aim lasers at, or propel any object in such a manner as to interfere with or endanger the safe operation of any Aircraft taking off from, landing at, or operating on Airport Property, or any Motor Vehicle on Airport Property.

7.1.5.5 It shall be unlawful for any Person to camp, live, sleep or otherwise remain overnight on Airport Property.

7.1.5.5.1 Nothing in Section 7.1.5.5 is intended to prevent any Person, who holds a ticket for airline travel for the same day or the next day, from sleeping in the Airport terminal.

7.1.5.6. It shall be unlawful for any person to urinate or defecate on any Airport Property other than in restrooms or temporary restrooms specifically identified for that purpose.

7.1.6 Environmental Pollution & Sanitation.

7.1.6.1 To the maximum extent possible, each Person while on Airport Property shall limit activities thereon in such a manner as not to cause littering or any other form of environmental pollution, and shall abide by the provisions of the Section 7.1.6.

7.1.6.2 It shall be unlawful for any Person to dispose of garbage, papers, refuse, or other form of trash including cigarettes, cigars, and matches, except in receptacles provided for such purpose.

7.1.6.3 It shall be unlawful for any Person to dispose of any fill or building materials or any other discarded or waste materials on Airport Property except as approved in writing by the Authority.

7.1.6.4 It shall be unlawful for any Person to place any liquids in storm drains or the sanitary sewer system on Airport Property, which will damage such drains or system or will result in environmental pollution passing through such drain or system.

7.1.6.5 It shall be unlawful for any Person to use a comfort station or restroom toilet or lavatory facility on Airport Property other than in a clean and sanitary manner.

7.1.6.6 It shall be unlawful for any Person to burn any refuse on Airport Property,

except with the written authorization of the Authority.

7.1.6.7 It shall be unlawful for any Person to unnecessarily, or unreasonably, or in violation of law, cause any smoke dust, fumes, gaseous matter or particular to be emitted into the atmosphere or be carried by the atmosphere on Airport Property.

7.1.6.8 Any Person discarding chemicals, paints, oils or any products on Airport Property, with authorization and in accordance with Section 7.1.6, must discard such materials in accordance with all other applicable state, local, or federal laws and regulations.

7.1.7 Firearms and Weapons.

7.1.7.1 For the purpose of Section 7.1.7, a firearm means: (i) any Weapon, including a starter gun, which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive other than flare guns, (ii) any firearm muffler or firearm silencer, or (iii) any destructive device.

7.1.7.2 It shall be unlawful for any person, except those persons to the extent authorized by federal law and/or state law, to carry or transport any firearm or Weapon on Airport Property except when such firearm or Weapon is properly encased for shipment.

7.1.7.3 The Authority reserves the right to restrict the carrying of firearms and Weapons by watchman and guards on Airport Property.

7.1.7.4 It shall be unlawful for any person to discharge any firearm or Weapon on Airport Property except in the performance of official duties requiring discharge thereof.

7.1.7.5 It shall be unlawful for any person to carry a firearm or Weapon in a Parade on Airport Property.

7.1.8 Alcoholic Beverages and Controlled Substances.

7.1.8.1 Except as provided in Sections 7.1.8.1.1 and 7.1.8.1.2 below, it shall be unlawful for any Person to consume Alcoholic Beverages on Airport Property.

7.1.8.1.1 It shall be lawful to consume Alcoholic Beverages in areas designated by the Authority for the sale and/or consumption of an Alcoholic Beverage, both

permanent and temporary in nature, so long as all appropriate permits, licenses and permissions have been obtained; and

7.1.8.1.2 It shall be lawful to consume an Alcoholic Beverage in areas designated under written agreement by the Authority, so long as all appropriate permits, licenses and permission have been obtained.

7.1.8.2 Except as provided in Sections 7.1.8.1.1 and 7.1.8.1.2 above, it shall be unlawful for any Person to possess any Open Container of an Alcoholic Beverage, on Airport Property.

7.1.8.3 It shall be unlawful to drive any Vehicle on Airport Property while under the influence of an impairing substance; or after having consumed sufficient alcohol that the individual has, at any relevant time after the driving, an alcohol concentration of 0.08 or more; or with any amount of a Schedule I controlled substance, as listed in N.C. Gen. Stat. Section 90-89, or its metabolites in the individual's blood or urine.

7.1.8.3.1 The relevant definitions contained in N.C. Gen. Stat. § 20-4.01 shall apply to Section 7.8.3.

7.1.8.3.2 The fact that a person charged with violating Section 7.1.8.3 is or has been legally entitled to use alcohol or a drug is not a defense to a charge under Section 7.1.8.3.

7.1.8.3.3 In any prosecution for operating a Vehicle while impaired on any Airport Property, the pleading is sufficient if it states the time and place of the alleged offense in the usual form and charges that the defendant operated the Vehicle within the State and on the Airport while subject to an impairing substance.

7.1.8.3.4 Any person who operates a Vehicle on Airport Property gives consent to chemical analysis if he is charged with the offense of operating a Vehicle while impaired. The charging officer must designate the type of chemical analysis to be administered, and it may be administered when he has reasonable grounds to believe that the person charged has committed the specific crime. The chemical analysis shall be performed pursuant to the procedures established under Chapter 20 of the North Carolina General Statutes applying to other motor vehicle violations. The results of any chemical analysis will be admissible into evidence at the trial on the offense charged and shall be deemed sufficient evidence to prove a person's alcohol concentration.

7.1.9 Picketing, Marching and Demonstration.

7.1.9.1 It shall be unlawful for any Person to walk in a picket line as a picketer, or take part in any form of demonstration including, but not limited to a Parade, on Airport Property, except in or at the place specifically assigned by means of prior arrangements in writing by the Authority for such Picketing or other permitted demonstration and in accordance with the provisions of Section 7.1.9.2.

7.1.9.2 Any permitted Picketing or demonstration shall be conducted in accordance with the provisions of Section 7.1.9.2.1 and Section 7.1.9.2.2

7.1.9.2.1 Picketing or demonstration shall be in the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat or harassment of any Person, without obscenities, any violence, any breach of the peace, or other unlawful conduct whatsoever.

7.1.9.2.2 Picketing or demonstration shall be without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe, orderly and efficient operation of the Airport and activities conducted thereupon.

7.1.10 Interfering with Passenger Screening Process. It shall be unlawful for any Person to intentionally interfere with, disrupt, or delay the process of passenger screening conducted in accordance with any federal, state, or local regulation or procedure, which is being carried out by any federal, state or local agency or contractor.

7.1.11 Smoking.

7.1.11.1 It shall be unlawful to smoke or carry lighted smoking materials or to strike matches or other incendiary devices on Airport Apron areas, within 100 feet of parked Aircraft, during fueling or de-fueling, during the loading or unloading of fuel transport Vehicle, within 100 feet of a flammable liquid spill, in any area on the AOA, and in a hangar, shop, or other building in which Flammable Liquids are stored.

7.1.11.2 It shall be unlawful to smoke within the cab of a Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device.

7.1.12 Fire Extinguishers.

7.1.12.1 It shall be unlawful to tamper with, at any time, fire extinguishing equipment on Airport Property.

7.1.12.2 It shall be unlawful to use, at any time, fire extinguishing equipment on Airport Property for any purpose other than firefighting or fire prevention.

7.1.13 Violations of Section 7.1

7.1.13.1. Unless otherwise expressly specified herein, a Person found to have violated any provision of Section 7.1 shall be guilty of a Class 3 misdemeanor in accordance with N.C. Gen. Stat. § 14-4, and shall be subject to a fine, as specified in Section 7.1.13.1.1 below.

7.1.13.1.1 Violation of any provision in Section 7: **\$250.00** fine.

7.1.13.2 Public Safety Officers are authorized to enforce violations of Section 7.1 of these Airport Rules & Regulations under N.C. Gen. Stat. § 14-4.

7.2 Infractions.

7.2.1 Smoking.

7.2.1.1 It shall be unlawful to smoke, including the use of e-cigarette, vape pens or other like devices, in all enclosed areas of the Airport, including all restrooms, break rooms, offices, any Authority owned Motor Vehicle, and inside any portion of the passenger terminal building.

7.2.1.2 Smoking outside of the passenger terminal building by the general public shall only be permitted in a Designated Area

7.2.2 Violations of Section 7.2

7.2.2.1 Unless otherwise expressly specified herein, violation of any provision of Section 7.2 shall constitute an infraction, and shall subject the violator to a fine not to exceed \$50.00, in accordance with N.C. Gen. Stat. § 14-4.

7.3 **Civil Citations.**

7.3.1 Motor Vehicles.

7.3.1.1 It shall be unlawful for any Person or Motor Vehicle to enter the movement areas or cross the Runway or the Taxilane or Taxiway unless the Person or Motor Vehicle Operator has received and satisfactorily completed required training and authorization from the Authority to operate on the movement area.

7.3.1.1.1 Each Motor Vehicle authorized by the Authority to access the AMA shall be marked and lighted with company names, logos, strobe or rotating lights of appropriate colors, or have a permit issued and displayed by the Authority.

7.3.1.1.2 Each Person or Motor Vehicle Operator with authorized access to the AOA or AMA shall be directly responsible for the activities of each additional Person or passenger they bring into the AOA or AMA, as each such Person shall be considered under their escort.

7.3.2 Access.

7.3.2.1 The security of Motor Vehicle and pedestrian gates, doors, fences, walls, and barricades leading from a tenant or lessee, or contractor's use area, to or from the AOA, or any other Restricted Area, shall be the responsibility of the tenant, lessee or contractor abutting the AOA or the tenant presently using such gate, door, fence, wall or barricades.

7.3.2.2 Each Person or Motor Vehicle Operator using an Airport perimeter security gate on Airport Property shall ensure that the gate closes fully and is secure prior to leaving the vicinity of the gate, and that no unauthorized Persons gain access to the AOA through the gate while the gate is open.

7.3.2.3 Any authorized Person utilizing any gate, door, fence, wall or barricade shall be individually responsible for ensuring the security of the same while utilizing such in the course of their business or activities on Airport Property, while present in any Restricted Area of the Airport, and while utilizing or operating any such devices.

7.3.3 Smoking.

7.3.3.1 Smoking outside of the passenger terminal building by Authority and tenant employees is only permitted in a Designated Area.

7.3.4 Fire Extinguishers.

7.3.4.1 All tenants or lessees or any other occupants of hangars, Aircraft maintenance buildings, or shop facilities shall supply and maintain readily accessible fire extinguishers in numbers, and at locations, that meet the requirements of applicable local codes or ordinances.

7.3.4.1.1 All fire extinguishing equipment shall conform to and be maintained in accordance with current NFPA standards.

7.3.4.1.2 Tags showing the date of the last inspection shall be attached to each unit or immediately available records acceptable to Fire Underwriters shall be kept nearby showing the current status of such piece of equipment.

7.3.5 Communications with Authority.

7.3.5.1 It shall be unlawful for any Person to knowingly or willfully make any false statement or report to the Authority or to any Authorized Representative of the Authority.

7.3.6 Violations of Section 7.3.

7.3.6.1 A violation of Section 7.3 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 9 in accordance with the following:

7.3.6.1.1 The civil penalty associated with each civil citation issued for a violation of Section 7.3 shall be \$50.00.

7.3.6.1.2 Each day's continuing violation of any provision of Section 9 is a separate and distinct violation.

7.3.6.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent – Additional Penalty of \$50.00; Maximum of 3 Additional Penalties

assessed.

7.3.6.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 7.3.

7.3.6.3 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

7.3.6.3.1 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

7.3.6.3.2 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 8. Safety Regulations

8.1 General.

8.1.1 All persons using the Airport or any facilities on Airport Property shall exercise the utmost care to guard against fire and injury to persons and/or property.

8.1.2 All persons using the Airport or any facilities on Airport Property shall comply with all local, state or federal laws and any rules and regulations of the Federal Aviation Administration, and/or all applicable NFPA requirements.

8.2 Fueling Operations.

8.2.1 Aircraft Engines.

8.2.1.1. It shall be unlawful for any Person to fuel an Aircraft with any fuel while one or more of its engines are running or the Aircraft is then being warmed by external heat (Hot Fueling), without advanced approval and standby of Public Safety.

8.2.1.2 It shall be unlawful for Person to de-fuel an Aircraft with one or more of its engines running or the Aircraft is then being warmed by external heat.

8.2.1.3 It shall be unlawful for any Person to start the engine of an Aircraft if there is any gasoline or other volatile fluid on the ground or otherwise within the vicinity of the Aircraft.

8.2.1.4 It shall be unlawful for any Person to fuel an Aircraft inside of any hangar or building on Airport Property regardless of whether the Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device is parked outside of the hangar or building. All fueling operations shall take place outdoors.

8.2.2 Distance From Buildings.

8.2.2.1 Aircraft being fueled shall be positioned so that Aircraft fuel system vents or fuel tank openings are not closer than ten (10) feet from any terminal building, hangar, service building or enclosed passenger concourse other than a passenger boarding bridge.

8.2.2.2 Each Fuel Transporting Vehicle, Fuel Truck and Fuel Delivery Device whether loaded or empty, shall never be in hangars nor be parked unattended within a distance of less than fifty (50) feet from hangars, paint and dope shops, fuel storage systems, or any other building or structure where any Person may be present therein.

8.2.3 Spillage of Fuel and Other Liquids.

8.2.3.1 No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquid or contaminants of any kind shall be suffered or allowed to flow into or be placed in any Airport sanitary or storm drain system.

8.2.3.2 Any Person causing overflowing or spilling of fuel, oil, grease, or other contaminants anywhere on Airport Property, shall be responsible for expeditious notification to Public Safety of said spillage and will be held responsible for immediate cleanup of the affected area.

8.2.3.3 When fuel spills occur, fueling shall stop immediately.

8.2.3.4 In the event of spillage, each Fuel Transporting Vehicle, Fuel Truck and Fuel Delivery Device, and all other Motor Vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed, and a fireguard shall be promptly posted.

8.2.3.5 Each Person authorized to store, handle and dispense fuel on Airport Property shall follow and remain compliant with all current and applicable environmental and fire safety measures of the U.S. Environmental Protection Agency, North Carolina Department of Environmental Quality, current NFPA standards, local laws and requirements.

8.2.3.6 Each Person authorized to store, handle and dispense fuel on the Airport shall have an approved Spill Prevention Control and Countermeasures Plan, and have emergency spill control materials and supplies stored on each mobile Fuel Transporting Vehicle, Fuel Truck and Fuel Delivery Device ready for rapid deployment in the event of a spill.

8.2.3.7 All Persons authorized to operate a Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device and other fueling equipment, shall be properly trained and familiar with their company's Spill Prevention Control and Countermeasures Plan (SPCC) and shall deploy such means, materials and measures in the event of a spill if safe to do so.

8.2.3.8 Each tenant or company that stores and/or handles fuel on Airport Property shall be responsible for ensuring that all employees who directly handle fuel are properly trained to all company and fuel branding requirements, as well as all Authority requirements, and have satisfactorily completed all Authority required training.

8.2.4 Passengers. It shall be unlawful for any Person to fuel or de-fuel an Aircraft while any passenger is on board unless all of the conditions of Section 8.2.4.1 through 8.2.4.3 are met.

8.2.4.1 A passenger-boarding device is in place at the cabin door of the Aircraft and the canopy is extended, if present.

8.2.4.2 The cabin door is open.

8.2.4.3 A flight crewmember is on-board the Aircraft.

8.2.4.4 Section 8.2.4 shall not apply to general aviation. Fueling or de-fueling Aircraft while any passenger is on board a general aviation Aircraft shall be in compliance with current NFPA standards.

8.2.5 Static Bonding / Aircraft Grounding.

8.2.5.1 Prior to the fueling of an Aircraft, the Aircraft and the transfer fuel apparatus shall be adequately bonded and/or grounded as specified in this Section 8.2.5.

8.2.5.2 Prior to making any fueling connection to the Aircraft, the fueling equipment shall be physically bonded or grounded to the Aircraft being fueled by use of a cable, thus providing a conductive path to equalize the potential between the fueling equipment and the Aircraft.

8.2.5.3 The bond or ground shall be maintained until fueling connections have been removed.

8.2.5.4 When fueling over a wing, the nozzle shall be bonded or grounded with a nozzle bond or ground cable having a clip or plug to a metallic component of the Aircraft that is metallically connected to the tank filler port.

8.2.5.4.1 When fueling over a wing, the bond or ground connection shall be made before the filler cap is removed.

8.2.5.4.2 When fueling over a wing, if there is no plug receptacle or means for attaching a clip, the Operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filter port.

8.2.5.4.3 When fueling over a wing, the spout shall be kept in contact with the filler neck until the fueling is completed.

8.2.5.5 When a funnel is used in Aircraft fueling, it shall be kept in contact with the filler neck and the fueling nozzle spout or the supply container to avoid the possibility of a spark at the fill opening.

8.2.5.6 Only metal funnels shall be used to fuel an Aircraft.

8.2.5.7 Each hose, funnel, or apparatus used in fueling or de- fueling Aircraft shall be maintained in good condition and must be properly bonded to prevent ignition of volatile liquids.

8.2.6 Positioning of Equipment For Fueling.

8.2.6.1 Positioning of Aircraft Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be in accordance with this Section 8.2.6.

8.2.6.2 Each Aircraft Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be positioned so that they can be moved promptly after all Aircraft fuel hoses have been disconnected and stowed.

8.2.6.3 The drive engine of the fuel pump of the Aircraft Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall not be positioned under the wing of Aircraft during over wing fueling or where Aircraft fuel system vents are located on the upper wing surface.

8.2.6.4 Each Aircraft Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall not be positioned within a 10 feet (3 meters) radius of Aircraft fuel system vent opening.

8.2.6.5 Hand brakes shall be set, and wheel chocks shall be placed on each fuel servicing Vehicles before the Operators leave the Vehicle.

8.2.6.6 No Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be backed within twenty (20) feet of an Aircraft without the Operator having taken those precautions necessary to ensure an appropriate level of safety, which may include ground walkers to assist and guide the Vehicle or fueling object.

8.2.7 Fire While Fueling. When a fire occurs in a fuel delivery device while servicing an Aircraft, fueling shall be discontinued immediately and all emergency valves and dome covers shall be shut down at once and Public Safety shall be notified immediately.

8.2.8 Operation of Fuel Trucks On Runways & Taxilane and Taxiway. No Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device designed for and/ or employed in the transportation of fuel shall be operated on a Taxilane or Taxiway or Runway at any time without expressed prior permission from the Authority to operate that Motor Vehicle in that place at that time and without being under escort by the Authority.

8.2.9 Fire Extinguishers.

8.2.9.1 No Person shall engage in Aircraft fueling or de-fueling operations without adequate and fully functioning fire extinguishing equipment being there and being readily

accessible at the points of fueling.

8.2.9.2 All fire extinguishing equipment shall be recertified annually and all Persons shall be trained in the use of the equipment annually.

8.2.9.3 Each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device operating on Airport Property shall be equipped with a minimum of two fully charged BC fire extinguishers, with one (1) located on each side of the Motor Vehicle, and with current annual certifications that conform to applicable and current NFPA standards and FAR as may be appropriate.

8.2.10 Parking Areas For Fuel Trucks. Parking areas for a Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be arranged in accordance with the provisions of this Section 8.2.10.

8.2.10.1 To facilitate dispersal of the Motor Vehicle in the event of emergency;

8.2.10.2 To provide at least ten (10) feet of clear space between each parked Motor Vehicle for accessibility for fire control purposes;

8.2.10.3 To prevent any leakage from draining on the ground or to any building or structure;

8.2.10.4 To minimize exposure to damage from any and all out-of-control Aircraft;

8.2.10.5 To provide at least fifty (50) feet from any Airport terminal building, Aircraft cargo building, Aircraft hangar or other Airport structure housing any Person or any member of the public, and which has windows or doors in the exposed walls; and

8.2.10.6 Each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device when not in use, shall be stored in a designated area that provides secondary containment protection from a leak or spill from the Motor Vehicle within the parking area.

8.2.11 Use of Radio, Radar, And Electrical Systems. It shall be unlawful for any Person to operate a radio transmitter or receiver or switch electrical appliances on or off in an Aircraft while the Aircraft is being fueled or being de-fueled.

8.2.12 Thunderstorm Activity. It shall be unlawful for any Person to conduct fueling or de-

fueling operations during periods of thunderstorm and/or lightning activity on or in the vicinity of the Airport.

8.2.13 Authority to Dispense Fuel.

8.2.13.1 Only those Persons who have then been authorized by the Authority, via a current self-fueling permit, or those Persons who have authority through the issuance of a permit or lease by the Authority, may dispense fuel into any Aircraft, Vehicle or ground support equipment on Airport Property.

8.2.13.2 It shall be unlawful for any Person to dispense or sell aviation fuel for automotive purposes.

8.2.14 Fuel Farms and Bulk Fuel Installments.

8.2.14.1 All fuel farms and bulk fuel installations shall conform to the applicable and current NFPA standards, County Fire Codes, federal, state, or local laws.

8.2.14.2 There shall be NO SMOKING within one hundred (100) feet of a fuel farm or a bulk fuel installation.

8.2.14.3 Person(s) using fuel farms and bulk fuel installations shall ensure that such areas are free of weeds, grass, shrubs, trash and other debris at all times.

8.2.14.4 Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with a then un-expired certification date.

8.2.14.5 No fuel or Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be left unattended during loading or unloading of fuel at a fuel farm or bulk installation.

8.2.14.6 All fuel farms and bulk fuel installations shall be operated under a quality control, maintenance, and inspection program of a licensed and bonded fuel supplier, or the State of North Carolina.

8.2.15 Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device

8.2.15.1 Each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be

conspicuously marked on both sides and rear of the cargo tank with the word "FLAMMABLE", "NO SMOKING" and with an appropriate placard identifying the type of fuel contained within the tank.

8.2.15.2 Emergency shut-off devices shall be required on each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device and shall be conspicuously marked "EMERGENCY SHUT OFF".

8.2.15.3 The propulsion and pumping engine on each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall have safeguards to reduce ignition sources to a minimum.

8.2.15.4 The carburetor on each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be fitted with an approved back-flash arrester.

8.2.15.5 The wiring on each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device shall be adequately insulated and fastened to eliminate chafing, and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots.

8.2.15.6 Two fire extinguishers shall be conspicuously apparent on each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device, as specified in Section 8.2.9.3.

8.2.15.7 Each hose, funnel, or apparatus on a Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device used in fueling or de-fueling Aircraft shall be maintained in good condition.

8.2.15.8 Maintenance and testing of Aircraft fueling systems shall be conducted under controlled conditions and in accordance with applicable and current NFPA standards.

8.2.15.9 Each Fuel Transporting Vehicle, Fuel Truck and Fuel Delivery Device shall be stored and maintained outdoors in areas authorized by the Authority, and when not in use, within an area that is protected by secondary containment measures.

8.2.15.10 Each Fuel Transporting Vehicle, Fuel Truck or Fuel Delivery Device based on Airport Property and utilized for the delivery of fuel into Aircraft or authorized Vehicle shall carry an emergency spill response kit upon it containing materials and supplies to be used by the Operator in the event of a fuel spill.

8.2.15.11 Regeneration Pad operations for Fuel Trucks must be in compliance with the current NFPA 407.

8.2.15.11.1 Any emergency fuel spill kit materials and supplies that are used shall be immediately replaced.

8.3 Open Flame Operation.

8.3.1 Except as provide in Section 8.3.1.1 through 8.3.1.3, it shall be unlawful to engage in any lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging and all operations involving open flames on Airport Property.

8.3.1.1 Such operations shall be allowed in the repair shop sections of any hangar, or in any Airport maintenance facility or other building under the control of the Authority.

8.3.1.2 During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.

8.3.1.3 Any such operations upon any other portions of the Airport shall only be performed after notification and coordination with Public Safety and after receiving permission from the Authority.

8.3.2 It shall be unlawful to engage in any "hot work" including, but not limited to, welding, brazing, or any other process resulting in a spark being produced, in any indoor area on Airport Property without being in compliance with current NFPA standards.

8.3.3 Outdoor "hot work" shall not occur on Airport Property without a permit issued by the Authority at least 24 hours in advance.

8.4 Storage of Materials.

8.4.1 It shall be unlawful to keep or store material or equipment in such manner as to constitute a fire hazard or be in violation of applicable, local codes or ordinances or operational Directives of the Authority.

8.4.2 Gasoline, kerosene, ethyl, jet fuel, either, lubricating oil or other flammable liquid or gas including those used in connection with the process of "doping" shall be stored in accordance with the local codes or ordinances.

8.4.3 It shall be unlawful to keep, transport, or store lubricating oils on Airport Property except in containers and receptacles designed for such purposes and in areas specifically approved for such storage in compliance with applicable local codes or ordinances and FAR.

8.5 Hazardous Materials.

8.5.1 It shall be unlawful for any Person, without prior permission from the Authority, to transport, handle, or store on Airport Property any cargo of explosives or other Hazardous Materials which is barred from loading in, or for transportation by Civil Aircraft in the United States under the current provisions of Regulations promulgated by the Department of Transportation (DOT), the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), or by any other governing authority.

8.5.2 Compliance with said regulations shall not constitute or be construed to constitute a waiver of the notice required in Section 8.5.1 or as an implied permission to keep, transport, handle or store such explosives or other dangerous articles on Airport Property.

8.5.3 Twenty-four hours advance notice shall be given to the Authority in order to investigate and clear any operation requiring a waiver of this Section 8.5.1.

8.5.4 It shall be unlawful to offer, or to knowingly accept, any Hazardous Materials for shipment on Airport Property unless the shipment is handled and stored in full compliance with the current provisions of any local, state or federal law regulating the handling and storage of hazardous materials.

8.5.5 Any Person engaged in transportation of Hazardous Materials shall have designated personnel on Airport Property authorized and responsible for receiving and handling such shipments in compliance with the prescribed regulations.

8.5.6 Any Person engaged in the transportation of Hazardous Materials shall provide storage facilities which reasonably insure against unauthorized access, or exposure to persons and against damage to shipments while on Airport Property.

8.5.7 Any Person transporting or storing Hazardous Materials on Airport Property shall, a minimum of 24 hours in advance of such transportation or storage, provide current Safety Data Sheets (SDS) documentation on the Hazardous Materials to the Authority.

8.5.8 Safety Data Sheets (SDS) documentation shall be maintained by the Person responsible for the Hazardous Materials and readily available at all times while the Hazardous Materials are present on Airport Property.

8.5.9 The spill of any Hazardous Materials on Airport Property shall immediately be cleaned up by the Person responsible for such spillage, in accordance with all local, state or federal regulations governing the handling and storage of such Hazardous Materials, and shall be immediately reported to the Authority.

8.6 Motorized Ground Equipment Around Aircraft. It shall be unlawful for any Person to Park motorized ground equipment near any Aircraft in such manner so as to prevent it or the other ground equipment from being readily driven or towed away from the Aircraft in case of an emergency.

8.7 Aircraft Electrical and Electronic Systems.

8.7.1 It shall be unlawful to test or operate radio transmitters and similar equipment in Aircraft within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object.

8.7.2 It shall be unlawful to place an Aircraft, at any time, such that any fabric-covered surface is within one (1) foot of an antenna system.

8.7.3 It shall be unlawful to operate or ground test, in any area on Airport Property, airborne radar equipment that will interfere with any high intensity radar site.

8.8 Electrical Equipment and Lighting Systems.

8.8.1 It shall be unlawful to use a portable lamp assembly, without a proper protective guard or shield over the lamp to prevent breakage.

8.8.2 It shall be unlawful to leave any power operated equipment or electrical devices on when not in actual use.

8.8.3 It shall be unlawful to do any work on any Aircraft in a hangar or structure without de-energizing or disconnecting the battery or power source.

8.9 Aprons, Building & Equipment.

8.9.1 All Persons on Airport Property shall keep all areas of the premises leased or used by them clean and free of oil, grease and other Flammable Liquids or Hazardous Materials.

8.9.2 The floors of hangars and other buildings shall be kept clean and continuously kept free of rags, waste materials or other trash or rubbish, unless such rags and other water materials are kept in proper and approved containers.

8.9.3 Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials.

8.9.3.1 The contents of these receptacles shall be removed daily by Persons occupying the space and kept clean at all times.

8.9.4 Clothes lockers shall be constructed of metal or fire-resistant material.

8.9.5 Only approved containers shall be stored in or about a hangar or other buildings on Airport Property.

8.9.6 It shall be unlawful to use flammable liquids or other substances for cleaning hangars or other buildings on Airport Property.

8.10 Containers.

8.10.1 No Person, tenant, licensee, lessee, concessionaire, or other occupant or user of an Airport facility on Airport Property or agent thereof doing business on Airport Property, may keep uncovered trash containers adjacent to sidewalks or roads in any Public Areas on Airport Property.

8.10.2 It shall be unlawful for any Person to spill dirt or any other material from a Motor Vehicle operated or to produce or create FOD in aircraft operational areas without promptly reporting and cleaning up the same.

8.10.3 In the event a spill occurs, the Owner of the Motor Vehicle will be responsible for cleaning up the spill at his/her expense.

8.10.4 The Owner or Operator of any trash dumpster or large scale container shall ensure that the container remains covered at all times in a manner so that trash and debris from the container do not leave the container.

8.11 Repairing Aircraft.

8.11.1 Aircraft repairs in storage areas of hangars shall be limited to replacements of parts and repairs incidental thereto, provided such repairs do not involve appliances using any open flame or any heated parts.

8.11.2 It shall be unlawful to start or operate an Aircraft engine inside any hangar.

8.11.2.1 Section 8.11.2 shall not prohibit use of tractors with applicable and current NFPA approved exhaust systems when moving planes within any hangar.

8.11.3 It shall be unlawful to undertake repairs to any Aircraft or other equipment for commercial purposes on the Airport unless first obtaining any and all required leases or permits from the Authority.

8.11.4 It shall be unlawful to solicit the services of, or to accept the services of any Person, who undertakes repairs to any Aircraft or other equipment for commercial purposes on Airport Property, knowing that the Person has not first obtained all required leases or permits from the Authority to operate on Airport Property.

8.11.5 Unless approved by the Authority in advance, it shall be unlawful to engage in any repair or maintenance of an Aircraft in areas that will block or cause a delay in operations of the Airport, other Aircraft, or that would block access of any loading gate or vehicle.

8.12 Violations of Section 8.

8.12.1 A violation of Section 8 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 8 in accordance with the following:

8.12.1.1 The civil penalty associated with each civil citation issued for a violation of Section 8 shall be \$250.00.

8.12.1.2 Each day's continuing violation of any provision of Section 8 is a separate and distinct violation.

8.12.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent – Additional Penalty of \$50.00; Maximum of 3 Additional Penalties assessed.

8.12.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 8.

8.12.2.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

8.12.2.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

8.12.2.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 9. Aeronautical Regulations

9.1 Compliance With Orders. It shall be unlawful to conduct aeronautical activities on Airport Property that are not in compliance with the then current and applicable FAR, and with these Airport Rules & Regulations.

9.2 Negligent Operations. It shall be unlawful for any Person to operate Aircraft on Airport Property in a careless manner or in disregard of the right and safety of others.

9.2.1 All Persons using the Airport shall be held liable for any property damage caused intentionally or by carelessness or negligence on Airport Property.

9.3 Denial of Use of Airport.

9.3.1 The Authority shall have the right at any time to close the Airport in its entirety or any portion thereof to air traffic, and/ or to delay or restrict any flight or other Aircraft operation, to direct refusal of takeoff permission to Aircraft, and to deny the use of the Airport or any portion thereof to any specified class of Aircraft, or to any Person(s) or group(s), when he (or she) considers any such action(s) to be necessary or desirable to avoid endangering any Persons or any property, and to be consistent with the safe and proper operation(s) of the Airport.

9.3.2 In the event the Authority believes the condition on Airport Property to then be unsafe for landings or takeoffs, it shall be within his or her authority to issue, or cause to be issued, a Notice to Airmen (NOTAM) closing the Airport or any portion thereof until such time that such restrictions are terminated.

9.4 Aircraft Incidents.

9.4.1 Upon the occurrence of an Aircraft incident the Authority shall be notified immediately.

9.4.2 The pilot or Operator of any Aircraft involved in an incident on Airport Property causing personal injury and/or any property damage, in addition to all other reports required by other agencies, shall make a prompt and complete written report concerning said incident to the office of the Authority.

9.4.2.1 When a written report of any incident is required by FAR, a copy of such report may be submitted to the Authority in lieu of the report required in Section 9.4.2.

9.4.3 Each written report to be submitted in accordance with Section 9.4.2 shall be submitted to the Authority within forty- eight (48) hours from the time the incident first occurred.

9.5 Disabled Aircraft.

9.5.1 The Owner of an Aircraft which is disabled on Airport Property and causing the closure of the airfield or any part thereof, or otherwise impacting safe and/or efficient Airport operations, shall be responsible for the prompt and immediate removal of the disabled Aircraft and it's parts when directed by the Authority.

9.5.2 If the Owner is not present on site, or in the event of the Owner's inability, failure or

refusal to comply with removal orders, all disabled Aircraft or any and all the parts thereof may be removed by employees of the Authority or by Persons contracted to do so, all at the Owner's expense, and without the Authority having any responsibility or liability for damage to the Aircraft that may occur as a result of such removal.

9.6 [RESERVED]

9.7 Cleaning, Maintenance and Repair of Aircraft. It shall be unlawful for any Person to clean, paint, wash, polish, or otherwise maintain an Aircraft, other than in areas approved (and in the manner designated) by the Authority, and designated for such purpose, whether on or off any tenant leasehold area.

9.8 Hand Propping of Aircraft.

9.8.1 Hand propping shall be unlawful, unless there is then no other means of starting the Aircraft.

9.8.2 The pilot of the Aircraft remains responsible for any and all liability resulting from hand propping.

9.9 Certification of Aircraft and Licensing of Pilots.

9.9.1 It shall be unlawful for any Person to operate an Aircraft on Airport Property without displaying on board the Aircraft a valid Airworthiness Certificate issued by the Federal Aviation Administration (FAA) or appropriate foreign government

9.9.2 It shall be unlawful for any Person to operate an Aircraft on Airport Property without displaying on the exterior of the Aircraft a valid registration number issued by the FAA or appropriate foreign government.

9.9.3 It shall be unlawful for any Person to operate an Aircraft on Airport Property without possessing an appropriate certificate or license, issued by the FAA or appropriate foreign government, and all medical certificates required by the FAA.

9.9.4 All Persons shall, upon request of the Authority, produce a valid operator's license, Airworthiness certificate, and provide other valid photo proof of identification issued by a government agency.

9.10 Violations of Section 9.

9.10.1 A violation of Section 9 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 9 in accordance with the following:

9.10.1.1 The civil penalty associated with each civil citation issued for a violation of Section 9 shall be \$400.00.

9.10.1.2 Each day's continuing violation of any provision of Section 9 is a separate and distinct violation.

9.10.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

9.10.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 9.

9.10.3 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

9.10.3.1 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

9.10.3.2 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 10. Airport Operational Restrictions

10.1 Except to the extent prohibited by applicable FAR, the Authority shall have the ability to designate or restrict the use of a Runway, Taxilane or Taxiway, and/or other operational areas of the Airport,

in connection with construction and maintenance activities on Airport Property, or for the benefit of efficient Airport operations and safety, or when the Authority determines it is in the best interest of the Airport, with respect to, but not limited to, the following types of operations: Touch and Go Flights, Training Flights, Experimental Flights, Equipment Demonstration, Air Shows, Maintenance Flight Checks, Compliance with FAR's Part 36, Noise Standards, Aircraft Type and Airworthiness Certification, Skydiving, Banner Towing, and Hot Air Balloons.

10.2 It shall be unlawful to engage in an Aircraft engine run up in any location except those specifically Designated Areas.

10.3 No equipment or Motor Vehicle supporting the operation of hot air balloons shall be permitted on Airport Property without the proper escort or other permission of the Authority.

10.4 Gliders.

10.4.1 It shall be unlawful to conduct glider operations not in accordance with current FAR's Part 91 and current Directives, and approved in advance by the Authority.

10.4.2 It shall be unlawful to bring equipment or Motor Vehicle supporting the operation of gliders on Airport Property without the proper escort and permission of the Authority.

10.5 Ultra-Light Vehicle It shall be unlawful to operate an ultra-light vehicle on Airport Property without meeting or exceeding all requirements contained in FAR's Part 103.

10.6 Take Offs and Landings

10.6.1 Except as provided for in 10.6.1.1 below, it shall be unlawful for any person to cause an Aircraft to takeoff or land, except on a Runway.

10.6.1.1 Helicopters are an exception to Section 10.6.1, as they may operate from an approved location other than a Runway.

10.6.2 It shall be unlawful for any Person to cause an Aircraft to take off or land from a closed Runway, or on or from any Apron or Ramp area or Taxilane or Taxiway.

10.6.3 Persons landing an Aircraft on Airport Property shall make the landing runway available to other Aircraft by leaving said Runway as promptly as possible, consistent with safety.

10.6.4 Any Person operating or controlling an Aircraft landing at or taking off from the Airport shall maintain engine noise within applicable Aircraft engine noise limits as promulgated by the FAR, the federal government, or the Authority, whichever is the most restrictive.

10.7 Banner Towing. It shall be unlawful to undertake tow banner pickups and drop-offs from or on Airport Property, without prior written authorization of the Authority.

10.8 Kites, Models, Drones, Balloons. It shall be unlawful for any Person to operate on or within the vicinity of the Airport, a kite, model airplane, balloon, drones or other objects constituting a hazard to Aircraft operations, without the prior written authorization of the Authority and full compliance with North Carolina state laws and FAR's Part 107.

10.8.1 Section 10.8 shall not apply to drones associated with an approved Airport program.

10.9 Parachute Jumping.

10.9.1 It shall be unlawful for any Person to initiate a parachute jump from the Airport or over Airport Property, or to engage in a parachute landing on Airport Property without the prior written approval of the Authority and full compliance with FAR's Part 105.

10.10 Violations of Section 10.

10.10.1 A violation of Section 10 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 10 in accordance with the following:

10.10.1.1 The civil penalty associated with each civil citation issued for a violation of Section 10 shall be \$400.00.

10.10.1.2 Each day's continuing violation of any provision of Section 10 is a separate and distinct violation.

10.10.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent –

Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

10.10.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 10.

10.10.2.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

10.10.2.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

10.10.2.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 11. Taxi and Ground Rules

11.1 Aircraft Parking.

11.1.1 It shall be unlawful for any Person to Park an Aircraft in any area on Airport Property except those designated, and in the manner prescribed, by the Authority.

11.1.2 If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the direction of the Authority. The Authority shall not be liable to the Owner for any damage to the Aircraft, and the removal shall be at the expense of the Owner thereof.

11.1.3 No Aircraft shall be left unattended on Airport Property unless it is in a hangar or adequately locked, and tied down.

11.1.4 Articles left in Aircraft are the sole responsibility of the Aircraft Owner and pilot.

11.2 Derelict Aircraft.

11.2.1 It shall be unlawful for any Person to Park or store any Aircraft in non-flyable condition on Airport Property, including leased premises, for a period in excess of ninety (90) days, without

written permission from the Authority.

11.2.2 It shall be unlawful for any Person to store or retain Aircraft parts or components, being held as inventory, anywhere on Airport Property, other than in an enclosed, authorized facility, or in a manner approved by the Authority, in advance and in writing.

11.2.3 In the event of violations of Section 11.2.1 and 11.2.2, the Authority shall notify the Owner or Operator thereof by certified or registered mail, requiring removal of said Aircraft within fifteen (15) days of receipt of notice.

11.2.3.1 In the event the Owner or Operator is unknown or cannot be found for purposes of notice, the Authority shall conspicuously post and affix the notice to said Aircraft, requiring removal of said Aircraft within fifteen (15) days from date of posting.

11.2.3.2 In the event the Owner or Operator fails to remove the Aircraft within fifteen days from the date of posting, the Authority or Authorized Representative may, in addition to all other penalties and enforcement methods allowed for herein or by law, elect to remove the Aircraft from the Airport and store the Aircraft elsewhere, and invoice the Owner or Operator for the expense associated with such removal or storage.

11.3 Violations of Section 11.

11.3.1 A violation of Section 11 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 11 in accordance with the following:

11.3.1.1 The civil penalty associated with each civil citation issued for a violation of Section 11 shall be \$400.00.

11.3.1.2 Each day's continuing violation of any provision of Section 11 is a separate and distinct violation.

11.3.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

11.3.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 11.

11.3.2.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

11.3.2.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

11.3.2.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 12. Helicopter Operations

12.1 It shall be unlawful to taxi, tow, or otherwise move a Helicopter, with rotors turning, unless there is a clear area of at least thirty (30) feet in all directions from the outer tips of the rotors.

12.2 It shall be unlawful to operate a Helicopter in any manner that creates any safety hazard or impacts personnel, unsecured Aircraft closed areas of the Airport, or other equipment or materials.

12.3 Violations of Section 12.

12.3.1 A violation of Section 12 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 12 in accordance with the following:

12.3.1.1 The civil penalty associated with each civil citation issued for a violation of Section 12 shall be \$250.00.

12.3.1.2 Each day's continuing violation of any provision of Section 12 is a separate and distinct violation.

12.3.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

12.3.2 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 12.

12.3.2.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

12.3.2.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

12.3.2.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 13. Use of T-Hangars and Storage Hangars

13.1 It shall be unlawful to utilize T-hangars and storage unit hangars for any purpose that would constitute a nuisance or interferes in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.

13.2 T-hangars and unit storage hangars, whether owned by the Authority or by a commercial entity, shall be used for storage of Aircraft and a minimal amount of other items that support Aircraft operations. Vehicles may be stored in T-hangars and unit storage hangars, only while Aircraft are in use.

13.3 It shall be unlawful to attach items of any nature to the building, either interior or exterior, without the permission of the Authority in full compliance with Airport Development Guidelines.

13.4 It shall be unlawful to suspend or lift Aircraft or Aircraft component utilizing the building or any component of the building.

13.5 It shall be unlawful to make any alterations to the hangar structure without written approval by the Authority.

13.5.1 Any approved alterations to the hangar are subject to removal by the Authority at the occupant's expense, upon thirty (30) days written notice, for the purpose of repair, construction or other purposes deemed necessary by the Authority.

13.6 Except as provided in Section 13.6.1 below, it shall be unlawful to store or to allow to accumulate in any hangar Flammable Liquids, flammable material or other flammable refuse.

13.6.1 Storage of no more than ten (10) gallons of Flammable Liquids inclusive of Aircraft lubricants, within the premises, shall not be considered a violation of Section 13.6, so long as all such storage is in applicable and current NFPA approved containers, or unopened original containers.

13.7 It shall be unlawful to wash Aircraft with running water in hangars when such washing will cause drainage into its hangar or through or to any other hangar.

13.8 It shall be unlawful to spray paint of any kind in any hangar, unless inside an approved paint booth.

13.9 It shall be unlawful to use any tools, equipment, or materials in any hangar that could constitute a fire hazard.

13.10 It shall be unlawful to smoke in any hangar.

13.11 All occupants shall exercise care to keep oil, grease, etc. off the floor(s).

13.12 Occupants of each hangar shall see that electric current and water, if available, is not used excessively.

13.13 It shall be unlawful to erect, paint, or otherwise display any sign on the exterior of any hangar without the written approval of the Authority.

13.14 It shall be unlawful for any Aircraft or Motor Vehicle to be parked by a hangar, in such a manner as to block access to adjoining hangar space(s), or to cause inconvenience(s) to other occupants.

13.15 A Motor Vehicle parked for more than a 24 hour period must be parked inside the T-hangar.

13.16 It shall be unlawful for any Person to use any hangar for Commercial Activity whatsoever, including, but not by way of limitation, the sale of products or services of any kind, and whether or not such

actions are transacted for profit, without written approval of the Authority, and after having satisfied all of the necessary requirements of the Authority for conducting a Commercial Activity on Airport Property.

13.17 It shall be unlawful to permit or to perform repair service on automobiles or automotive equipment of any kind other than an authorized motorized towing Motor Vehicle or Aircraft ground support equipment in any hangar.

13.18 Violations of Section 13.

13.18.1 A violation of Section 13 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 13 in accordance with the following:

13.18.1.1 The civil penalty associated with each civil citation issued for a violation of Section 13 shall be \$250.00.

13.18.1.2 Each day's continuing violation of any provision of Section 13 is a separate and distinct violation.

13.18.1.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

13.18.4 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 13.

13.18.4.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

13.18.4.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

13.18.4.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 14. Motor Vehicles

14.1 Traffic Signs and Signal Devices. It shall be unlawful for any Person to fail to comply with the directions and instructions indicated on all parking and traffic signs, markers or devices erected or placed on Airport Property.

14.2 Pedestrian Right-Of-Way. Except as specified in Section 14.2.1 below, it shall be unlawful for any Person operating a Motor Vehicle to fail to yield the right-of-way to a pedestrian who crosses within a pedestrian crosswalk.

14.2.1 Section 14.2 shall not apply when the movement of traffic is being actively regulated by on site law enforcement officers, traffic specialists, or traffic control devices.

14.3 Motor Vehicle Condition. It shall be unlawful for any Person to operate anywhere on Airport Property any Motor Vehicle which: (1) is so constructed, equipped or loaded, or which is in such unsafe condition as to endanger any Persons or any property; (2) which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to any Person(s) or any tangible property; or (3) does not meet all current North Carolina state required safety and emission standards or does not have a current North Carolina state inspection certification, if applicable to the Motor Vehicle

14.4 Closing or Restricting Use of Airport Roadways. The Authority is authorized to close or restrict the use of any or all Airport roadways to Motor Vehicle traffic in the interest of safety.

14.5 Storing, Parking or Repairing Motor Vehicles.

14.5.1 Except as specified in Section 14.5.1.1 and 14.5.1.2 below, it shall be unlawful for a Motor Vehicle to be stored or repaired on Airport Property.

14.5.1.1 The Authority may designate specific areas where a Motor Vehicle may be stored or repaired on Airport Property.

14.5.1.2 Minor repairs necessary with respect to a temporarily disabled Motor Vehicle shall not be in violation of Section 14.5.1; however, the Authority can immediately tow or otherwise removal any Motor Vehicle that is causing a safety hazard or creating a traffic flow problem

14.5.2 A Motor Vehicle Abandoned on Airport Property, including any Motor Vehicle located within a paid parking lot, shall be towed at the Owner's expense.

14.6 Other Vehicles.

14.6.1 It shall be unlawful to operate any off road Motor Vehicle, including, but not limited to, dirt bikes and 3 and 4 wheelers, on Airport Property, except for Airport operational purposes.

14.6.2 It shall be unlawful to operate any skateboard, hoverboard, one-wheel, recreational scooter, or other similar device on Airport Property, except for Airport operational purposes.

14.6.3 Bicycles may operate on Airport Property in accordance with all motor vehicle and traffic rules and regulations. It shall be unlawful to operate a bicycle on the sidewalk of any Airport Property.

14.7 License. It shall be unlawful for any Person to operate a Motor Vehicle or motorized equipment on Airport Property without valid authorization for use of the Motor Vehicle or equipment, and without holding a license or permit for said use, if required. Such license or permit must be issued by a state-licensing agency, or by the employer through a company training/certification program.

14.8 Procedure In Case of Incident.

14.8.1 The Operator of any Motor Vehicle involved in an incident on Airport Property which results in injury to or death of any Persons or property damage shall immediately stop such Motor Vehicle at the scene of the incident and shall render reasonable assistance.

14.8.2 The Operator shall immediately, by the quickest means of communications, give notice of the incident to Public Safety.

14.8.3 The Operator of each Motor Vehicle involved shall furnish the name and address of Owner and the driver of the Motor Vehicle, the Operator's license and the Motor Vehicle registration and the name of the liability insurance carrier for the Motor Vehicle, to any Person injured, the driver or occupant of the Motor Vehicle damage, to any police officer, and to the Authority or any representative thereof, if requested.

14.9 Safe Speed

14.9.1 It shall be unlawful to drive or operate a Motor Vehicle on Airport Property at a speed greater than is reasonable and prudent under the existing conditions and having due regard to actual and potential hazards.

14.9.2 The speed limit on AOA Apron areas shall be 10 MPH unless otherwise posted. The speed limit on all other Airport Property shall be 25 MPH unless otherwise posted.

14.9.3 Except as provided for in Section 14.9.3.1, it shall be unlawful to drive a Motor Vehicle at such a slow speed as to impede or block the normal and reasonable movements of traffic.

14.9.3.1 It shall not be a violation of Section 14.9.3, if the reduced speed is necessary for safe operation or in compliance with the law.

14.9.4 It shall be unlawful to drive a Motor Vehicle on the streets and other vehicular traffic areas on Airport Property, including parking areas, in excess of the speed limits indicated on signs posted by the Authority or on behalf of the Authority.

14.10 Motor Vehicle Operations On Airport Operations Area.

14.10.1 Unless express permission has been granted by the Authority, it shall be unlawful for any Person to operate a Motor Vehicle on the AOA.

14.10.2 Except for an Authority Vehicles, and trucks and any other Vehicle necessary for the servicing and maintenance of Aircraft and transportation of passengers on Airport Property, it shall be unlawful to Park a Motor Vehicle on any portion of the AOA.

14.10.3 It shall be unlawful for any Person to Park a Vehicle in any manner so as to block or obstruct: (1) fire hydrants and the approaches thereto, (2) the gates or emergency exits, and/or (3) building entrances or exits.

14.10.4 It shall be unlawful to Park a Motor Vehicle under loading bridges.

14.10.5 Aircraft taxiing on any Runway, Taxilane or Taxiway, or Apron area shall always have the right-of-way over any and all Motor Vehicle traffic.

14.10.6 Two-way radio communications with the air traffic control tower is required of each authorized Motor Vehicles or escort Motor Vehicles traversing or operating on the AMA during periods

of tower operation or on the common traffic advisory frequency when the tower is closed.

14.11 Violations of Section 14.

14.11.1. Unless otherwise expressly specified herein, violation of any provision of Section 14 shall constitute an infraction, and shall subject the violator to a fine not to exceed \$50.00, in accordance with N.C. Gen. Stat. § 14- 4.

14.11.2 Violations Sections 14.10.4, 14.10.5 and 14.10.6 and violations of the posted speed limit in the AOA shall not be an infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of Section 14.10.4, 14.10.5, 14.10.6, and the posted speed limit in the AOA, in accordance with the following:

14.11.2.1 The civil penalty associated with each civil citation issued for a violation of Section 15.8 shall be \$50.00.

14.11.2.2 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$25.00; Each additional 30 days delinquent – Additional Penalty of \$25.00; Maximum of 3 Additional Penalties assessed.

Section 15. Motor Vehicle Parking

15.1 Operators of a Motor Vehicle using the Public Parking Facilities on Airport Property shall observe and comply with all signs and markings, and a Motor Vehicle shall never be permitted to block, obstruct or interfere with Aircraft operations.

15.2 It shall be unlawful for any Motor Vehicle to remain in any of the Public Parking Facilities on Airport Property for more than thirty (30) consecutive days, and each Motor Vehicle remaining in excess of 30 consecutive days may be considered Abandoned.

15.2.1 A Motor Vehicle that is Abandoned shall be towed from the Airport at the Owner's expense.

15.3 It shall be unlawful for any Person utilizing those Public Parking Facilities that require hourly or

daily fees to exit or otherwise remove their Motor Vehicle from said parking areas without first paying the fees that are rightfully due.

15.4 The owners or Operator of a Motor Vehicle who is granted permission to Park in employee parking lots or other designated areas on Airport Property shall display the Authority issued permit on the Motor Vehicle at all times.

15.5 It shall be unlawful for any Person, at any time, to park a Motor Vehicle in any area not specifically designated for the parking of a Motor Vehicle whether on or off any tenant leasehold on Airport Property.

15.6 Except for an authorized service Motor Vehicle while the Operator is performing official functions on behalf of the Airport, a utility company, contractor, or other authorized agent, it shall be unlawful for any Person to Park a Motor Vehicle on any public roadway on Airport Property at any time.

15.7 Except for an authorized service Motor Vehicles while the Operator is performing official functions on behalf of the Airport, a utility company, contractor or other authorized agent, it shall be unlawful for any Person to Park a Motor Vehicle on sidewalks, greenways, or other landscaped areas.

15.8 It shall be unlawful for any Person to leave a Motor Vehicle unattended in front of the passenger terminal building along the curbside, or any portion of the terminal roadway for any period of time whatsoever.

15.9 It shall be unlawful for any Person to Park any Motor Vehicle in any reserved parking area without a valid permit issued by the Authority permitting such parking in the respective reserved area.

15.10 [RESERVED]

15.11 Public Safety personnel may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way, or any other unauthorized area or structure on Airport Property, any property which is disabled, Abandoned or which interferes with aircraft operations, creates another operational problem, nuisance security or safety hazard or which otherwise is placed in an illegal, improper, or unauthorized manner.

15.11.1 Any property removed under Section 15.11 shall be relocated to an official impound area or such other area designated by the Authority.

15.11.2 Any property impounded by the Authority shall be released to the Owner or Operator

thereof, upon proper identification of the property, after all towing, removal, or storage charges and any other fees have been paid.

15.12 Public Safety, and other Airport personnel authorized by the Authority, may also wheel boot or otherwise immobilize motor vehicles that are in violation of or in noncompliance with Section 15.

15.13 Violations of Section 15.

15.13.1. Unless otherwise expressly specified herein, violation of any provision of Section 15 shall constitute an infraction, and shall subject the violator to a fine not to exceed \$50.00, in accordance with N.C. Gen. Stat. § 14- 4.

15.13.2 Violation of Section 15.4 and 15.8 shall not be an infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of Section 15.4 and 15.8 in accordance with the following:

15.13.2.1 The civil penalty associated with each civil citation issued for a violation of Section 15.8 shall be \$50.00.

15.13.2.2 Each day's continuing violation of any provision of Section 15.8 is a separate and distinct violation.

15.13.2.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$25.00; Each additional 30 days delinquent – Additional Penalty of \$25.00; Maximum of 3 Additional Penalties assessed.

15.13.3 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 15.8.

15.13.3.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

15.13.3.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

15.13.3.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

15.13.4 A Person found to have Section 15.3 shall be guilty of a Class 3 misdemeanor in accordance with N.C. Gen. Stat. § 14- 4, and shall be subject to a fine, as specified in Section 15.13.3.1 below.

15.13.4.1 Violation of Section 15.3: **\$250.00** fine.

Section 16. Ground Transportation Vehicles

16.1 It shall be unlawful for any Person to operate a Motor Vehicle on Airport Property for the purposes of providing commercial ground transportation, including but not limited to a Taxicab, Taxi or Cab, Limousine, Peer-to-Peer Vehicle Sharing Program, Transportation Network Company, Courtesy Vehicle or Shuttle Van/Bus, for pickup of passengers, without first obtaining a ground transportation permit from the Authority.

16.2 It shall be unlawful for any commercial ground transportation, including but not limited to a Taxicab, Taxi or Cab, Limousine, Peer-to-Peer Vehicle Sharing Program, Transportation Network Company, Courtesy Vehicle or Shuttle Van/Bus, to pick up or drop off passengers or vehicles at any place on Airport Property other than the areas specifically designated for such purpose.

16.3 A violation of Section 16 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 16 in accordance with the following:

16.3.1 Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 16 shall be \$250.00.

16.3.2 Except as otherwise specified herein, each day's continuing violation of any provision of Section 16 is a separate and distinct violation.

16.3.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of 3 Additional Penalties assessed.

16.4 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 16.

16.4.1 The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.

16.4.2 An order of removal from or denial of access to the Airport shall be issued by the Authority in writing, and shall be hand delivered or sent by certified mail to the Person's last known address.

16.4.3 An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 17. Free Speech

17.1 The Airport is designed, operated and maintained as a facility for public air transportation, and was not designed, nor is it intended for use a forum for public free speech or expressive activities including carrying or displaying signs or placards, leafletting, campaigning, marches, rallies, parades, demonstrations, protests, assemblies, speeches, circulation of petitions, proselytizing, and/or public demonstration on the Airport. Accordingly, no person shall engage in free speech or expressive activities on Airport Property without first obtaining a permit from the Authority.

17.2 No Person shall engage in free speech or expressive activities:

17.2.1 Without a permit issued by the Authority.

17.2.2 In a manner that obstructs entrance to or exit from the Terminal, walkways, roadways, parking or concourses, etc.

17.2.3 That physically or verbally obstruct, delay or interfere with the free movement of any Person, Motor Vehicles or Aircraft on Airport Property or otherwise prevent the orderly and efficient use of the Airport for its primary purpose.

17.2.4 That impair or interfere with the rights of other Persons or the transportation function of the Airport.

17.2.5 On Airport Property outside of the Terminal.

17.2.6 In those portions of the Terminal not open to the general public.

- 17.2.7 Within ten (10) feet of any person waiting in line or any person loading and unloading baggage.
 - 17.2.8 That utilize sound or voice amplifying apparatus, chants, dance or other similar conduct
 - 17.2.9 That utilize tables, stands, chairs or other structures
 - 17.2.10 That collect money or gather of signatures
 - 17.2.11 Involving signs larger than 22" by 28"
 - 17.2.12 Involving stick or rigid holders
 - 17.2.13 Involving physical obstructions
- 17.3 Upon request, reasonable accommodations can be made for persons with a disability.
- 17.4 Permits for free speech or expressive activities shall:
- 17.4.1 Be issued only for designated spaces inside the Airport terminal.
 - 17.4.2 Be issued for a maximum of ten (10) persons at one location in the Airport terminal.
 - 17.4.3 Be limited in number per day and shall be granted by the Authority on a first come, first served basis.
 - 17.4.4 Be valid for a period not to exceed seven (7) successive days.
 - 17.4.5 Be obtained from the Authority at least three (3) business Days in advance.
- 17.5 There is no charge for a permit under this Section.
- 17.6 Persons with a permit for free speech or expressive activities must obey all directions of Public Safety officers and other authorized Authority personnel designated to facilitate the movement of Airport Customers and traffic in, to, and from the Terminal, walkways and roadways
- 17.7 Anyone engaging in free speech or expressive activities on Authority Property must have a copy of their permit on their person and be able to present it, if requested by a Public Safety Officer or an Authority employee.
- 17.8 Permits may be denied if the Authority determines that the activity does not constitute legally protected free speech.
- 17.9 The Authority may suspend a permit in the event of an emergency at the Airport impacting, or potentially impacting the safety of persons and property, or when necessary to implement required emergency security procedures.

17.10 A violation of Section 17 shall not be a misdemeanor or infraction under N.C. Gen. Stat. § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 17 in accordance with the following:

17.10.1 Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 17 shall be \$50.00.

17.10.2 Except as otherwise specified herein, each day's continuing violation of any provision of Section 17 is a separate and distinct violation.

17.10.3 A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent – Additional Penalty of \$50.00; Maximum of 3 Additional Penalties assessed.

Section 18. Enforcement & Appeals

18.1 Infractions.

18.1.1 Public Safety Officers are authorized to enforce violations of these Airport Rules & Regulations under N.C. Gen. Stat. § 14-4 that constitute infractions.

18.2 Misdemeanors.

18.2.1 Public Safety Officers are authorized to enforce violations of these Airport Rules & Regulations under N.C. Gen. Stat. § 14-4 that constitute misdemeanors.

18.3 Administrative Violations/Civil Citations.

18.3.1 The Authority shall authorize specific Authority personnel to enforce all administrative violations of these Airport Rules & Regulations by civil citation.

18.3.2 Upon any administrative violation of these Airport Rules & Regulations, personnel designated in accordance with Section 18.3.1 shall cause a civil citation to be issued to the violator.

18.3.3 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.

18.3.4 Civil citations issued by GARAA are recoverable in a civil action in the nature of a debt when the civil citation is not paid within the time period prescribed.

18.4 Appeal of Civil Citation.

18.4.1 Any Person may submit, within ten (10) days of receipt of a civil violation, a written request that the President & CEO review the civil citation, in accordance with Sections 18.4.2 through 18.4.7 below. Additional penalties shall be stayed while an appeal of a civil citation is pending.

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

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

18.4.4 Within ten (10) days of receipt of a request in accordance with Section 18.4.1, the President & CEO shall mail a written decision to the requesting party at the address provided.

18.4.5 If a written request for review is appealed and the civil citation is affirmed, payment of the civil penalty shall be due and payable to the Authority within 30 days of issuance of the President & CEO's written decision to the violator. Thereafter, additional penalties shall be assessed as provided for herein.

18.5 In addition to any civil or criminal penalties set out in any Section or subsection herein, these Rules & Regulations may be enforced by an injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction.

18.6 The Airport Rules & Regulations may be enforced by one, all or a combination of the penalties and remedies authorized and prescribed herein, except that any provision, the violation of which incurs a civil penalty, shall not be enforced by criminal penalties.

18.7 The Authority may take such other action as may be necessary to enforce all Airport Rules and

Regulations, and to safeguard the public on Airport Property.

18.8 All Persons on Airport Property shall cooperate with the Authority employees responsible for enforcing these Airport Rules & Regulations.

Section 19. Miscellaneous

19.1 Conflict. These Airport Rules & Regulations supersede and control all the Minimum Standards and all of the Authority's other Policies to the extent of any conflicts, unless the Minimum Standard is required by the FAR. If the Minimum Standard is required by the FAR, the Minimum Standard will have the force and effect as required by the FAR.

19.2 Severability. If any provision of these Airport Rules & Regulations is held by any court of competent jurisdiction to be invalid, then the invalid provision shall be considered a separate and distinct and independent part of the ordinance, and such invalidity shall not affect the validity or enforcement of the ordinance as a whole or of any other part contained therein.

19.3 Amendment. The Greater Asheville Regional Airport Authority reserves the right to adopt such amendments to these Airport Rules & Regulations from time to time as it determines are necessary or desirable for the benefit of the general public or the operation of the Airport.

19.4 Notice. When notice is required under this Ordinance, such notice shall be delivered as follows:

19.4.1 To the Authority:

19.4.2 To Public Safety:

19.4.3 To the President & CEO:



61 Terminal Drive, Suite 1
Fletcher, NC 28732

828.684.2226



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
VP – Planning

DATE: May 12, 2023

ITEM DESCRIPTION – New Business Item B

Approval of FY 23/24 Contract Expenditures with Parsons Transportation Group, Inc. for Terminal Building Modernization and Expansion Project Program Management Services

BACKGROUND

The Board approved an Agreement with Parsons Transportation Group, Inc. for the Terminal Building Modernization and Expansion Project Program Management Services on May 13, 2022.

Since then, Parsons has been managing the daily oversight and inspection services of the overall program as an extension of airport staff. This year's expenditure was for \$1,329,368.36. To date, only \$632,111.09 of this has been expended. It is estimated that Parsons has saved the project over \$1.5 million this year in detailed review of funding authorizations, knowledge-based value engineering recommendations, and design changes. They also identified more than \$4 million in additional eligible TSA funding in construction costs for the new in-line baggage handling system. This request is for those services to proceed over the next fiscal year.

ISSUES

None.

New Business – Item B



ALTERNATIVES

The Board could elect to discontinue the use of Parsons services. However, this would require the Authority to replace these services through another firm, 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 anticipated expenses for FY 23/24 are \$1,279,968.00 which has been approved as part of the Terminal project budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve FY 23/24 anticipated contract expenditures of \$1,279,968.00; and (2) authorize the President & CEO to execute the necessary documents.

EXHIBIT A

Parsons MA Amendment No. 01 FY 23-24 Budget - Summary

5/3/2023

Labor

| | | |
|---------------------|-----------|------------------|
| Parsons Labor | \$ | 1,123,844 |
| Subconsultant Labor | \$ | 120,000 |
| Total Labor | \$ | 1,243,844 |

Expenses

| | | |
|-----------------------|-----------|---------------|
| Parsons Expenses | \$ | 36,124 |
| Total Expenses | \$ | 36,124 |

Total Parsons Budget \$ **1,279,968**

Owner's Allowance

Total Budget \$ **1,279,968**

Proposed Parsons MA FY 23-24 Budget - Parsons and Subconsultant Labor

5/3/2023

Field Office (FO)

| ID | Individual | Position | FY 22-23 Raw Rate (For Reference) | FY 22-23 AVL Billing Rate (For Reference) | FY 23-24 Raw Rate | FY 23-24 AVL Billing Rate | Months | Hours | Amount | Percent Allocated to MA | Total Amount MA | Remarks | |
|----|------------------|-------------------------------------|-----------------------------------|---|-------------------|---------------------------|--------|---------------|---------------|-------------------------|-----------------|----------------------|--|
| 1 | Vincent Del Nero | (A)Construction Director | \$ 110.61 | \$ 222.33 | \$ 117.34 | \$ 249.93 | 12 | 2,008 | \$ 501,859.44 | 100% | \$ 501,859.44 | | |
| 2 | Steve Kisling | (B) Field Project Manager | \$ 61.00 | \$ 122.61 | \$ 62.83 | \$ 133.83 | 12 | 2,008 | \$ 268,730.64 | 100% | \$ 268,730.64 | | |
| 3 | Steve Kisling | (B) Field Project Manager [OT] | \$ 61.00 | \$ 122.61 | \$ 62.83 | \$ 133.83 | 12 | 208 | \$ 27,836.64 | 100% | \$ 27,836.64 | | |
| 4 | TBD | (C) Field Project Manager (Systems) | | | \$ 62.00 | \$ 132.06 | 12 | 1,040 | \$ 137,342.40 | 100% | \$ 137,342.40 | | |
| 5 | | | | | | \$ - | | | \$ - | 100% | \$ - | | |
| 6 | | | | | | \$ - | | | \$ - | 100% | \$ - | | |
| 7 | | | | | | \$ - | | | \$ - | 100% | \$ - | | |
| 8 | | | | | | \$ - | | | \$ - | 100% | \$ - | | |
| 9 | | | | | | \$ - | | | \$ - | 100% | \$ - | | |
| | | | | | | | | Totals | 5,264 | \$ 935,769.12 | 100% | \$ 935,769.12 | |

Note:

* OT assumes 4 hrs/wk

Home Office (HO)

| ID | Individual | Parsons Home Office Part Time | FY 23-24 Raw Rate | FY 23-24 Billing Rate | Hours | Amount | Percent Allocated to MA | Total Amount MA |
|-----------------------------------|--------------|---------------------------------|-------------------|-----------------------|--------------|----------------------|-------------------------|----------------------|
| 1 | TBD | Procurement * | \$ 73.85 | \$ 180.94 | 20 | \$ 3,618.80 | 100% | \$ 3,618.80 |
| 2 | TBD | Scheduling | \$ 98.05 | \$ 240.21 | 100 | \$ 24,021.00 | 100% | \$ 24,021.00 |
| 3 | TBD | PMIS Implementation and Support | \$ 62.55 | \$ 153.25 | 200 | \$ 30,650.00 | 100% | \$ 30,650.00 |
| 4 | Aziz Carrell | Program Administration *** | \$ 76.44 | \$ 187.28 | 693 | \$ 129,785.04 | 100% | \$ 129,785.04 |
| Total Parsons HO Part Time | | | | Totals | 1,013 | \$ 188,074.84 | 100% | \$ 188,074.84 |

Note:

* Subconsultant Contract Administration

*** Program Administration assumes 1/3 of full time hours per Week (Project Control Software Support, Subconsultant Contract Management & Accounting, Prime Contract Admin., Invoice Preparation, Field Office Admin Support)

Total Parsons Labor \$ 1,123,844

Subconsultants

| ID | Company | LS | QTY | Amount | Percent Allocated to MA | Total Amount MA |
|----|-------------------------|---------------|-----|----------------------|-------------------------|----------------------|
| 1 | QA Subconsultant - S&ME | \$ 100,000.00 | 1 | \$ 100,000.00 | 100% | \$ 100,000.00 |
| 2 | Misc. Civil Design | \$ 20,000.00 | 1 | \$ 20,000.00 | 100% | \$ 20,000.00 |
| | | | 1 | \$ - | 100% | \$ - |
| | | | | \$ 120,000.00 | 100% | \$ 120,000.00 |

Other Subconsultants Labor \$ 120,000

Total Subconsultants Labor \$ 120,000

Parsons Labor Multiplier per Certified Audited Overhead Rates for Home and Field Amendment No. 01 to Parsons Master Agreement RDU FY 23-24

AOR Calculation AVL FY 22-23 (For Reference Only)

| *Audit Year | Notes | Office | AOR | FCCM | AOR+FCCM | AOR+FCCM+Raw(1) | 10% Profit |
|-------------|-----------------------|--------------|--------|------|----------|-----------------|-------------|
| 2020 | Used for AVL FY 22-23 | Home Office | 1.1438 | 0 | 1.1438 | 2.1438 | 2.36 |
| 2020 | Used for AVL FY 22-23 | Field Office | 0.8245 | 0 | 0.8245 | 1.8245 | 2.01 |

Labor Breakout
 Parsons \$ 1,123,844
 Subconsultants \$ 120,000
Labor Total Budget \$ 1,243,844

AOR Calculation AVL FY 23-24

| *Audit Year | Notes | Office | *AOR | FCCM | AOR+FCCM | AOR+FCCM+Raw(1) | 10% Profit |
|-------------|-----------------------|--------------|--------|----------|----------|-----------------|-------------|
| 2021 | Used for AVL FY 23-24 | Home Office | 1.2159 | 0.008623 | 1.224523 | 2.224523 | 2.45 |
| 2021 | Used for AVL FY 23-24 | Field Office | 0.9322 | 0.008623 | 0.940823 | 1.940823 | 2.13 |

Expenses Breakout
 Parsons \$ 36,124
Expenses Total Budget \$ 36,124

Amendment 1 Budget Total \$ 1,279,968

Notes:

*AOR = Audited Overhead Rate. For FO 0.8656 + .067 Additional AVL Specific FO Overhead = 0.9322

FCCM = Facilities Capital Cost Of Money

Raw = Salary Rate of Labor

*Audit Year is Always One Year Behind, 2022 AOR Will Not Be Available Until May 2023

Parsons Expenses FY 23-24

5/3/2023

| No | Activity | U/M | Units | Unit Price | FY 23/24 Budget | Percentage Allocated To MA | Total Amount MA Amendment No. 01 | Remarks |
|----|---|----------|-------|--------------|-----------------|----------------------------|----------------------------------|---------|
| 1 | Coffee Service | Monthly | 12 | \$ 20.00 | \$ 240.00 | 100% | \$ 240.00 | |
| 2 | Computers Equipment & Support (2.5 Total @ \$100/Mo.) | Monthly | 12 | \$ 250.00 | \$ 3,000.00 | 100% | \$ 3,000.00 | |
| 5 | Express Mail | Monthly | 12 | \$ 20.00 | \$ 240.00 | 100% | \$ 240.00 | |
| 6 | Project printing | Monthly | 12 | \$ 300.00 | \$ 3,600.00 | 100% | \$ 3,600.00 | |
| 8 | Telephone, cellular (2.5@ \$65.00 Phones) | Monthly | 12 | \$ 162.00 | \$ 1,944.00 | 100% | \$ 1,944.00 | |
| 9 | Business Lunches | Monthly | 12 | \$ 175.00 | \$ 2,100.00 | 100% | \$ 2,100.00 | |
| 10 | Relocation | Lump Sum | 1 | \$ 10,000.00 | \$ 10,000.00 | 100% | \$ 10,000.00 | |
| 11 | Program Manager Living Expenses | Monthly | 12 | \$ 1,000.00 | \$ 12,000.00 | 100% | \$ 12,000.00 | |
| | Home Office Travel To Project site | Lump Sum | 1 | \$ 3,000.00 | \$ 3,000.00 | 100% | \$ 3,000.00 | |
| | | | | | | Total | \$ 36,124.00 | |



MEMORANDUM

TO: Members of the Airport Authority

FROM: Shane Stockman
Vice President - Information Technology

DATE: May 12, 2023

ITEM DESCRIPTION – New Business Item C

Approval of Parking Guidance System

BACKGROUND

A growing trend in modern parking structures includes the installation of a parking guidance system. This technology is designed to aid in the search for vacant parking spaces by installing LED sensors throughout the garage. These adaptive lighting sensors will automatically change color based on availability or to identify handicap parking. The Authority considered this technology in 2017 during the construction of the garage. At that time, we felt the new garage would provide enough capacity to last several years and decided to postpone the project for a later date. Our exponential growth has now created challenges around public parking. Staff feels this technology would significantly enhance the passenger experience and directly align with our strategic mission to provide excellent customer service.

The procurement of systems such as this would typically require a formal bid process; however, N.C. General Statute 143-129(g) allows state agencies to waive the formal bidding process for previously bid contracts. In this case, Raleigh Durham International Airport recently completed a comprehensive bid process for this same technology. Subsequently, on November 28, 2022, RDU contracted with TKA Security LLC. for the procurement and installation of a parking guidance system. Since their contract was awarded within the past 12 months, the Authority is allowed to waive its formal bid process so long as TKA Security LLC. offers GARAA the same equipment at the same or lesser cost as the RDU contract.

New Business – Item C



ISSUES

None.

ALTERNATIVES

The Board could decide not to take any action, or the alternative exists to postpone the project for a later date.

FISCAL IMPACT

Staff included \$650,000 in the FY2024 Budget for this project. The total contract price for the parking guidance system from TKA Security LLC. is \$691,590.86.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the waiver of the formal bidding process as outlined in NC GS 143-129(g); (2) approve the contract with TKA Security LLC. in the amount of \$691,590.86 for the parking guidance system; (3) authorize the President and CEO to execute the necessary documents; and (4) amend the FY2023/2024 budget by adopting the following budget ordinance:

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, 2024:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

| | <u>Decrease</u> | <u>Increase</u> |
|----------------------|-----------------|-----------------|
| Capital Improvements | | \$41,590.86 |
| Totals | | \$41,590.86 |

This will result in a net increase of \$41,590.86 in the appropriations. Revenues will be revised as follows:



REVENUES:

| | <u>Decrease</u> | <u>Increase</u> |
|--------------------------|-----------------|-----------------|
| Transfer from GARAA Cash | | |
| Totals | <hr/> <hr/> | <hr/> <hr/> |

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

Adopted this 12th day of May, 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



Park Assist Proposal For Asheville Regional Airport

Automated Parking Guidance System

Proposal Presented to
Greater Asheville Regional Airport Authority
April 25th, 2023

Automated Parking
Guidance System (APGS)



April 25th, 2023

Asheville Regional Airport (AVL)
61 Terminal Drive #1
Fletcher, NC 28732



Hello AVL Airport Authority,

Thank you for the opportunity to submit a proposal for the Greater Asheville Regional Airport Authority. We greatly appreciate the opportunity and are confident that our solution and organization are the best fit for this project.

Park Assist is the pioneer of imaging technology in the parking industry and invented the first camera-based parking guidance solution back in 2010. Today, Park Assist is the industry leader with successful installations of its patented camera solution with over 200 projects in the US including 25 of top airports in North America. Park Assist has the largest portfolio of projects in the US ranging from international airports, corporate campuses, shopping centers, mixed-use developments, hospitals, municipalities, universities, and casinos.

In the proposal response you will find why Park Assist has the best parking guidance solution with features that include:

- Proven, patented camera-based guidance technology with industry-leading accuracy
- Innovative camera detection technology with bright LED lighting
- 99%+ vehicle detection accuracy with monthly verifiable reports
- Cloud-based software, *INX™*, enabling a seamless integration of sensors installed on site to the dashboards and reports delivering rich data analytics
- Optional real-time alerts to assist operations staff & enforcement
- Optional live streaming video surveillance

On behalf of Park Assist, I want to assure you of our steadfast commitment to make parking at Asheville Regional Airport as enjoyable and profitable as the asset itself. Equally important to us is your complete satisfaction. We appreciate the opportunity to work with the Asheville Airport Authority and look forward to the next steps!

Sincerely,

Thomas Alexander

Thomas Alexander
Senior Regional Account Manager
t.alexander@tkhsecurity.com
(954) 816-9888

Company History

Park Assist is a business intelligence technology company that utilizes camera-based sensor applications to improve the parking experience. Park Assist's patented camera-based sensor systems are highly regarded in over 45 countries around the globe for their ability to improve the overall parking experience, integrate with other systems in place, and enhance operational efficiencies and security coverage. Park Assist is the global leader in parking sensor technology and the pioneer of camera based parking systems. TKH Security is part of the TKH Group (Euronext: TWEKA), a \$1.8 billion publicly traded company headquartered in the Netherlands.

About Park Assist

1. Headquartered in the United States, Park Assist has the most experience of any guidance manufacturer worldwide in designing, deploying, and supporting guidance systems for parking.
2. Park Assist has a fully staffed, US based technical support team and local team to assist with maintenance and support after installation.
3. Park Assist has the most camera-based installations in North America compared to its competitors, and is the world's only patented camera based parking guidance system.

Company Overview

| | |
|---|--|
| Company Name & Year Founded: | TKH Security LLC, 2005 (Park Assist) |
| Parent Company & Year Founded: | TKH Group NV, 1930 |
| TKH Security State of Incorporation: | Delaware |
| TKH Security Corporate HQ: | 125 Commerce Court, Suite 11, Cheshire, CT 06410 |
| TKH Security Employees: | 300+ |
| TKH Security Annual Sales: | \$50M+ |
| TKH Security Federal Tax ID#: | 26-2047919 |
| Account Manager's Contact: | Thomas Alexander, t.alexander@tkhsecurity.com |
| Account Manager's Phone Number: | (954) 816-9888 |

North America Airport Experience (Camera-Based Systems)

1. Albany International Airport
2. Austin-Bergstrom International Airport
3. Chicago O'Hare International Airport
4. Fort Lauderdale International Airport
5. Fresno Yosemite International Airport
6. Greenville-Spartanburg International Airport
7. Kansas City International Airport
8. Los Angeles International Airport
9. Louis Armstrong New Orleans International Airport
10. Louisville Muhammad Ali International Airport
11. Miami International Airport
12. Minneapolis St Paul International Airport
13. Montreal International Airport
14. Nashville International Airport
15. Newark Liberty International Airport
16. Omaha Eppley Airfield
17. Portland International Airport
18. Raleigh-Durham International Airport
19. Salt Lake City International Airport
20. San Antonio International Airport
21. San Francisco International Airport
22. Savannah International Airport
23. Seattle International Airport
24. Toronto International Airport
25. Vancouver International Airport



Park Assist/TKH Security Project Team Resumes

Park Assist is the only parking technology company to have implemented over 200 camera-based parking guidance systems in major airports, corporate headquarters, shopping centers, universities, hospitals, casinos, and mixed-used developments. The team below all have extensive experience with a keen understanding of the requirements to ensure the successful implementation of this type of technology. This team will be the key individuals that will work throughout the project. Additionally, and just as important, is the team that works behind the scenes that keeps this well-oiled machine running and will be an integral part of the overall success of the project.



Jason Dechello, *Director of Project Management at Park Assist*

Project Role: Oversee all projects, project management team, project planning, client relationships, and project timelines

Experience: Jason joined in 2015. Prior to joining Jason gained 20+ years' experience in parking industry technology implementing PARCS throughout North America

Past Project Experience: Foxwoods Resorts Casino, Mohegan Sun Resorts Casino, Nashville International Airport, Capital One HQ, Mall of America, Eppley Field Airport, Louisville International Airport, Chicago O'Hare International Airport, Miami International Airport, Los Angeles International Airport, Newark International Airport, Princeton University, & Abbott Northwestern Hospital.



Brett Johnson, *Director of Technical Operations at Park Assist*

Project Role: Networking and Commission of the APGS, post installation support oversight

Experience: Brett is responsible for overseeing a team of 10 Engineers who provide project specific as required. As Director of Technical Operations, Brett will oversee both the Systems Engineering and Technical Services teams. Brett and his teams will be responsible for activating sites once they are installed and providing consistent, quality support for those sites throughout the system's lifetime.

Past Project Experience: Brett has worked on or been involved in every project Park Assist has ever been awarded since he joined the company in 2016.



Thomas Alexander, *Senior Account Manager at Park Assist*

Project Role: Account management and installation support

Experience: Thomas has great experience with the procurement/bid process and managing accounts post-installation. He joined the company in 2016 and has helped manage all business development for the entire North American branch. Thomas places an emphasis on customer experience to ensure all

details are covered from start to finish and is responsible for all sales in the Southeast of the United States. Thomas has played a critical role in growing the North American branch with his meticulous approach and attention to detail and has a deep product knowledge.

Past Project Experience: Miami International Airport, Raleigh Durham International Airport, Nashville International Airport, PortMiami Royal Caribbean Cruise Line, Miami-Dade County Metrorail Stations, Duke University Hospital, Atrium Health Wake Forest Baptist Medical Center, Savannah International Airport, Nashville Music City Center, Lake Nona Town Center, Auburn University, and New Orleans International Airport.



Rob O'Donnell, *Senior Project Manager at Park Assist*

Project Role: Manage the subcontract team to ensure compliance with the subcontract terms and conditions and performance baseline commitments. Ensure that all company core values, and safety protocols are followed and enforced. Coordinate and integrate the activities of all the project team

members and support functions. Establish priorities for the project staff based on client and project requirements. Review and approve all major purchase orders, change orders, and contractor/vendor requisitions as prepared by the project staff. Establish regularly scheduled meetings to review the following: shop drawing preparation / approval, equipment/material lead times and required on-site dates, manpower projections vs the project schedule, quality/performance issues on and off site. Obtain client's acceptance of the work, and sign-off for the completed project. Responsible for the preparation and submission of the final project report, and prompt closeout of the subcontracts.

Experience: Rob joined Park Assist in 2017. Prior to joining the company Rob was involved in various rolls in the Networking/ Telecommunication field and worked at AT&T in the Northeast with a focus on software and product development.

Past Project Experience: Nashville International Airport, Raleigh Durham International Airport, Albany International Airport, Virginia Hospital Center, Capital One Campus HQ, The Sono Collection, TD Garden Arena in Boston, Athena Healthcare HQ Campus, Encore Boston Harbor, and Princeton University.



Will Mayer, *Director of Client Services & Support at Park Assist*

Project Role: Network Design & Implementation, Post Installation Support

Experience: Will is responsible for designing and implementing network designs for Park Assist projects. Additionally, Will oversees all support during and post installation of the APGS. Prior to joining Park Assist, Will was a network Administrator at municipal emergency services and currently serves in the United States Marine Corp with a rank of Sergeant.

Past Project Experience: Will has been involved in every Park Assist project since he joined the company in 2017.



Pete Messman, *General Manager at Park Assist*

Project Role: Operational oversight

Experience: With more than 20 years of executive and operational positions in a diverse set of businesses, Pete has in-depth experience in sales, product development, marketing, and project management. As General Manager, Pete is responsible for all North American operations activities for Park Assist. Pete is responsible for managing client accounts totaling over 60,000 parking spaces. Pete's commitment and dedication to customer satisfaction ensures that all client needs are addressed with the utmost attention and sensitivity. Pete works out of our Mid-Atlantic region.



Darrell Brantley, *Director of Airport Programs*

Project Role: Airport Business Development

Experience: Darrell Brantley has over 45 years of experience in the aviation industry, beginning his career in 1974. Darrell worked 25 years with the Greater Orlando Aviation Authority at Orlando International Airport that included oversight of Landside Operations, Parking, Commercial Ground Transportation, Transportation Contracts, and was a Senior Project Manager for several years. Darrell has focused his efforts toward working with airports concerning the benefits of smart camera-based parking guidance technology and has been actively engaged in TKH Security's installations in over 20 North American airports. Darrell attended Embry Riddle Aeronautical University, is a member of the Parking Consultant Council, AAAE, ACI, NPA, & IPMI, has been published in industry magazines, and has been a speaker at numerous aviation industry conferences.

Proposed Solution

Park Assist M5 Camera Solution

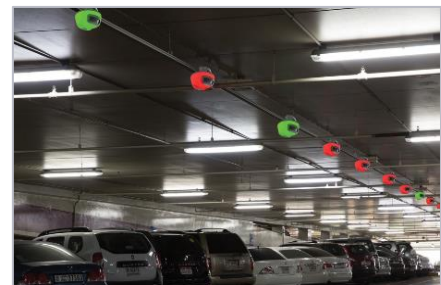
The M5 Camera System is a network of sensing, processing, and displaying elements. The array of sensors collect data about parking status across the facility and then distribute that information to the network for use in guiding drivers and assisting operations staff.

The M5 Camera Sensor offers the ability to sense, identify, and count vehicles **per individual parking space**.

Configured with one or two CMOS digital cameras, the M5 sensor can monitor up to six parking spaces simultaneously. Captured images are continuously processed to detect parking space occupancy changes using proprietary image processing software.

The sensor sends parking status and images to the site's Core Server for management and reporting. Because the M5 sensor is based on digital imaging, it is the key enabling element for license plate recognition.

To indicate parking status to visitors, a highly visible Light Emitting Diode (LED) indicator is built into the M5 Camera Sensor, capable of displaying thousands of different colors. Each M5 Camera Sensor autonomously manages its own occupancy status and indicator color, providing visitors with real-time parking information.

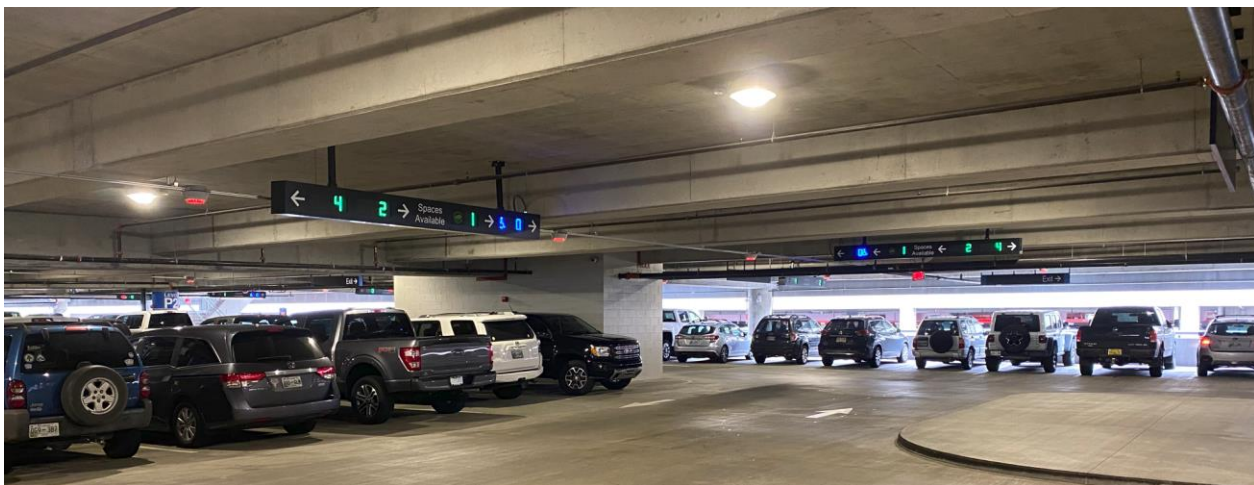


Installation of the M5 System

The M5 system is installed down the center of the drive aisle. Each sensor is capable of monitoring up to six (6) parking spaces. Bright LED lights will remain green if one of the six (6) monitored spaces are available and it will turn red if all of the spaces are taken. The M5 sensors operate on low voltage power and connect to the level garage controller via Ethernet cable. Park Assist’s proprietary channel is designed to work with all garage designs for a clean installation. Our channel uses specially designed joiners to maneuver around beams and obstacles inside the garage. We are able to install our camera sensors with minimum affect to clearance height.

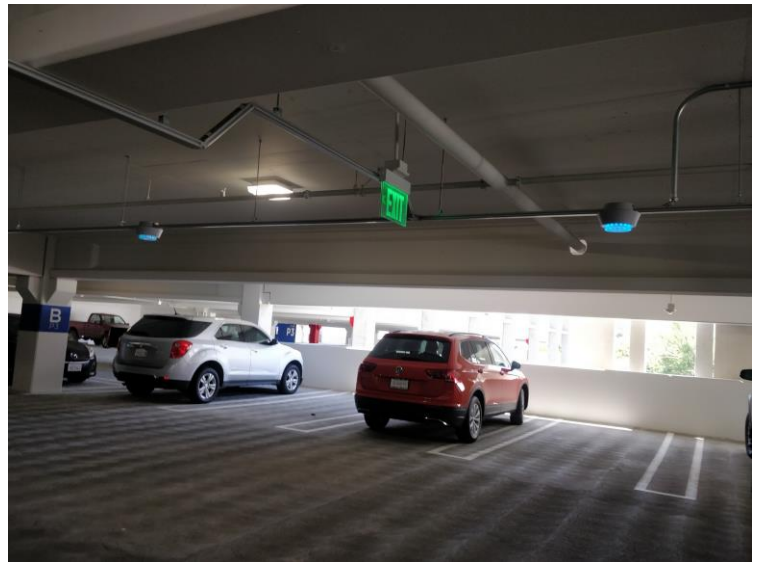
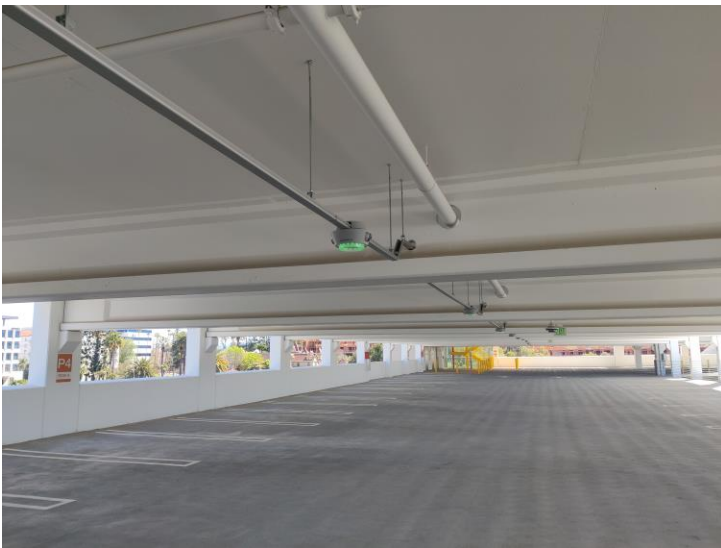
Park Assist understands the difficulty and unpredictable cost involved in clearing sections of an operating garage for installation. Since Park Assist’s installation is down the center of the drive aisle, we do not require parked cars to be removed during installation. We will select slow traffic hours for installation to minimize disruption to operations.

The main reason for the installation of an APGS is to enhance guest experience. We know that when an APGS installation requires closure of sections of the garage for long periods of time, it can have a negative effect on guest parking experience. We have designed a system to ideally prevent this from ever occurring.



Installation Flexibility

Park Assist understands that no two garage designs are the same, and with installations in over 40 countries, our team has seen and accommodated it all. Our proprietary channel has been designed with the utmost flexibility to allow the same product to be installed regardless of design obstacles such as low clearance, beams, drop ceilings, tiled ceilings, etc. The simplest installation method is our standard installation, below the beams. However, as demonstrated below in order to meet the minimum clearance we are able to provide our between the beam install (transitions) to stay above the posted clearance.



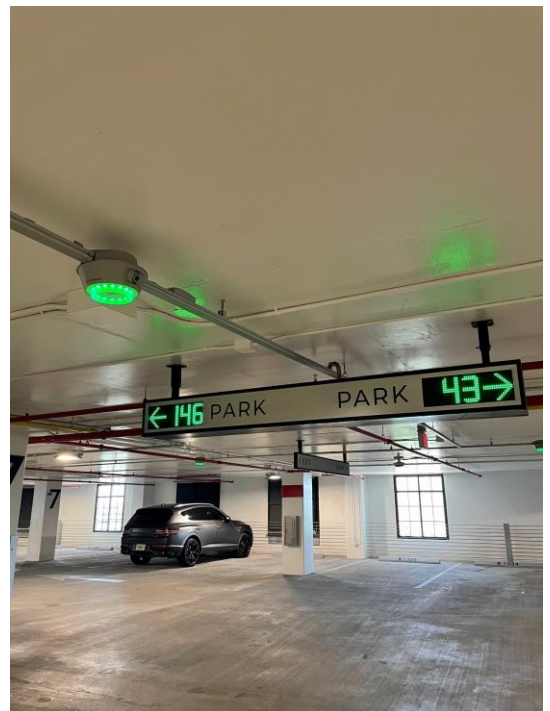
Dynamic Digital Signage

For AVL, the parking experience makes a crucial first impression on visitors. To complement our revolutionary camera based smart-sensor system for parking guidance, Park Assist has developed a diverse portfolio of leading-edge wayfinding signage elements. This wealth of advanced options helps provide parkers with assurance and peace-of-mind from the moment they arrive, creating a positive experience that encourages repeat visits in a brand-building way. Park Assist offers our dynamic signage as a standalone signage offering as well as the option to incorporate the dynamic signage into custom enclosures to offer a seamless and consistent message to your customer.



Interior Aisle & Level Signage: VMS-NAV

Park Assist VMS-NAV (variable message navigational) signs are equipped with full-matrix LED displays for unprecedented design freedom. Ownership will have free rein to create and broadcast an expansive set of digital messages – including detailed RGB custom graphics – in millions of colors. These can be populated with dynamic 24-bit RGB text and icons, instead of a limited set of predefined messages and graphics. The variety of colors/gradations enable the signage to be tightly aligned with brand and architectural palettes. With enhanced brightness pixels, these continuously adjustable signs, are easy to view and customize so your customers receive the detailed information they need to make quick, informed parking decisions.



Server and System Controls

All TKH Security installations include a license to our cloud-based platform, *INX*. *INX* is the central computer collecting, managing and storing all parking data from the sensors. *INX* equips operations staff with a browser-based dashboard. This intuitive and customizable platform provides cloud-empowered access to system parameters across a site or a network of sites, including:

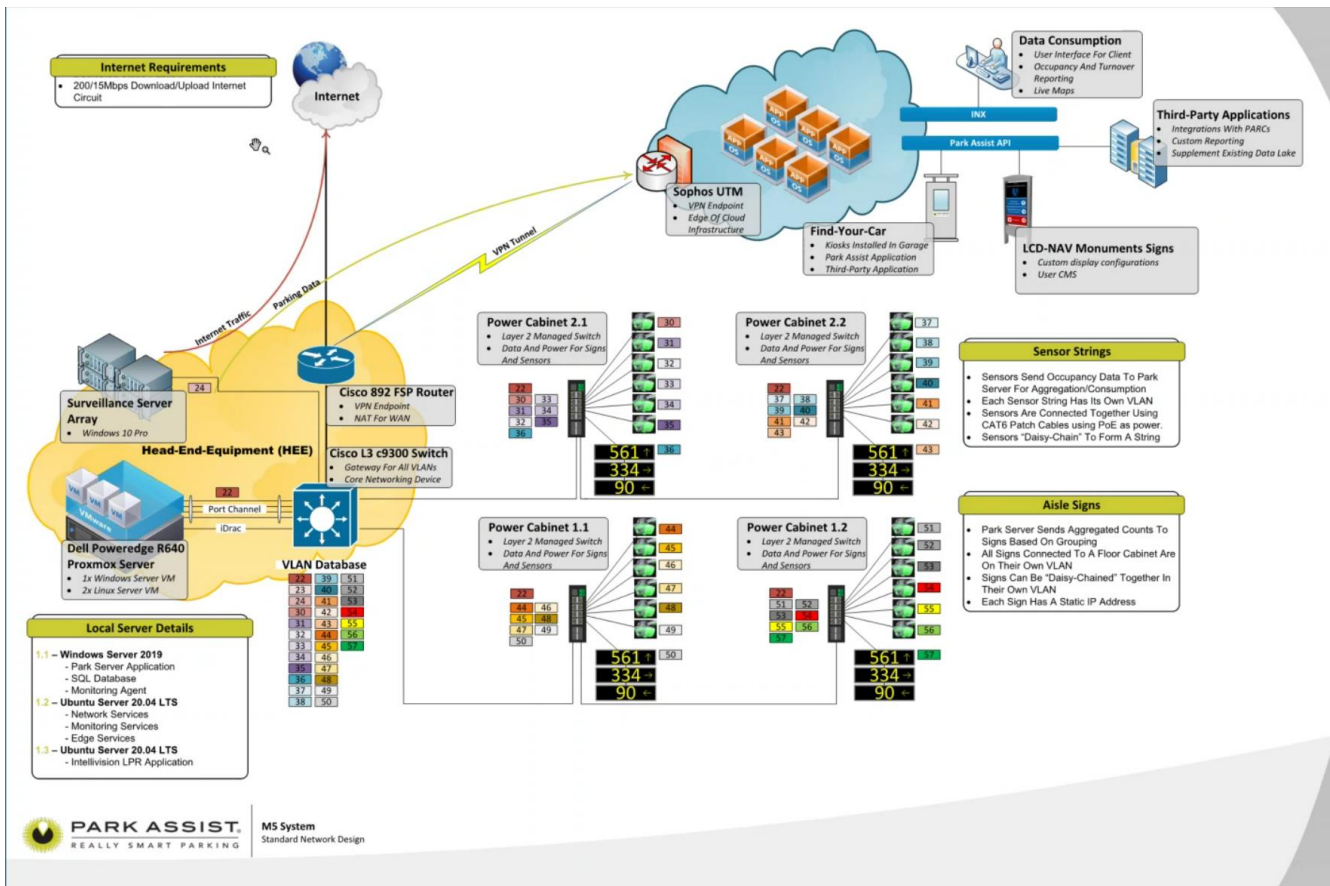
- Data in real time from our smart sensing system to drive quicker and better decisions
- Dashboards and automated alerts keep you up to date on the latest site operations
- Charts and reports to elevate customer experience, drive revenue opportunities

Workstations are not required for any TKH Security system. Designated users with a password can access *INX* to view, search, and export reports. Users with administrative access can control signage displays, reset, or manually adjust garage availability. In the scenario that no computer is located onsite, we will price one as an alternate.

Networking/Head End Equipment

Each floor or region of a TKH Security system installation includes at least one POE Cabinet, housing a network switch, video storage, and power supplies supporting our sensors and signage.

Network Topology below describes our standard M5 network/design interface:



System Hardware

Setting the standard for digital networks for parking, the M5 System empowers a parking structure with knowledge and capabilities never before possible. This section provides system-level description and specifications, to understand overall system traits and behavior.

The M5 System consists of a network of camera sensor units providing image-based surveillance of every space in a parking garage. Each unit contains one or two cameras, a bright, multicolor LED indicator light, and Ethernet network communication capabilities. The collection of camera sensors in the network communicates with the Core Server, a central management system. This server provides centralized management of the sensor network, updates connected signage for driver guidance, performs advanced processing steps, and responds to external inquiries for information.

Designed from the beginning for adaptability, the network architecture is expandable to support a large number of spaces. Camera sensors are grouped into daisy-chained 'strings'; a Floor Cabinet, acting as a network concentrator and central power supply, hosts multiple strings. All Floor Cabinets at an installation connect to a core switch, completing the network. *INX*[™] can drive signage external to its immediate network, and is accessible remotely for reporting and basic configuration. For direct customer guidance, *INX* can also provide information to customer kiosks, enabling features such as *Park Finder*[™].

Some system functions are distributed, whereas others are centralized. For example, camera sensors individually perform detection of a vehicle in a space and setting LED color from unoccupied to occupied. The Core Server performs license plate recognition. Regardless of where the function occurs, driver guidance via LED indicators and adjustments to signage are provided in real time. The system is extensible, with future updates adding new capabilities to the system.

Camera sensor units use machine vision processing to determine if a vehicle is present in a parking space. Upon system installation, a four-sided polygon is defined in the camera sensor's software for every space. The cameras capture images constantly, each being processed within the camera sensor for activity within the polygons. When a valid change in the state of a space is detected, the camera sensor follows its assigned rules for changing the color of the LED indicator (for example, green to red), and also reports the event to *INX*.

Offline Functionality

Each M5 sensor houses its own processing unit for vehicle detection and memory for data storage. During server offline or connectivity disruptions, the M5 sensor will still be able to detect vehicles, change the LED light color accordingly and store parking data. When connection is restored, the M5 sensors will then transmit stored data to the server.

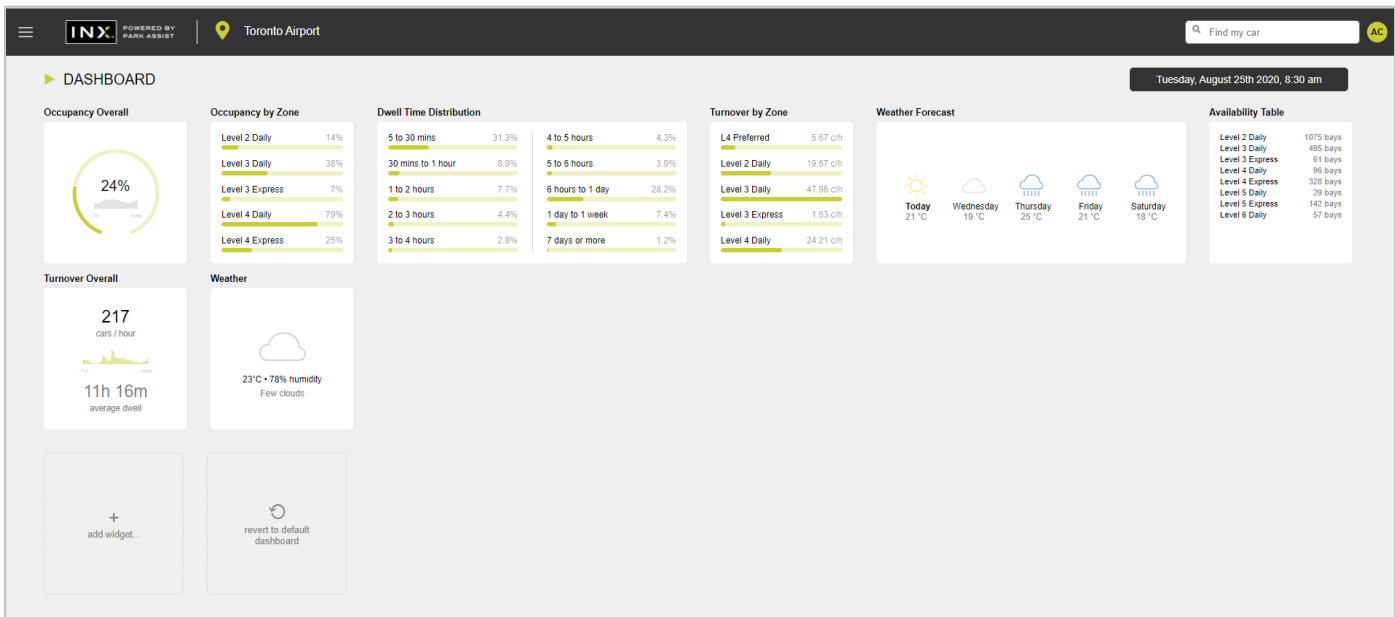
Next-Gen Software Platform – INX™

Reporting Tools

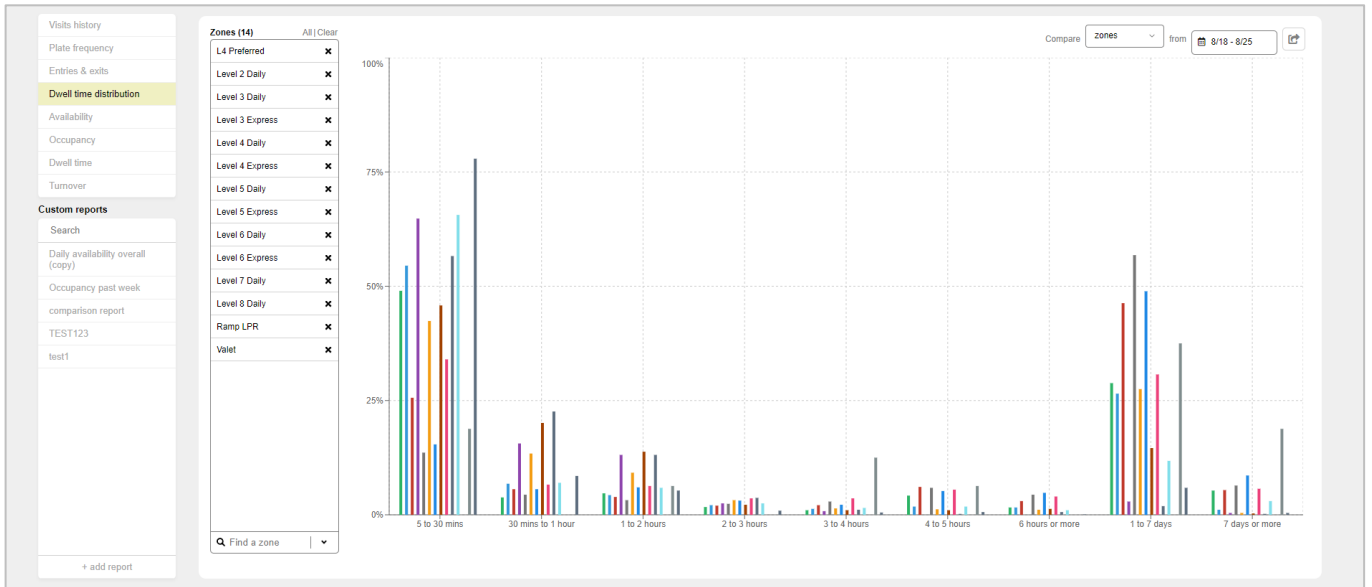
INX, a cloud-based interface provides Management, Operators and Marketing teams with real-time data using dashboards, historical reports and comparative analyses to seamlessly improve the parking experience, operational efficiencies and create new revenue opportunities. Offering a simple, single point of access to parking garage data, it helps asset owners measure the performance of their garage and gather insights into user behavior. Live maps capture the current state of the facility, and in-progress and historic visitor patterns can be analyzed to drive staffing for parking, security, and customer service staff. All reports can be accessed remotely via the public web through unique secure user logins. INX securely connects to each M5 site’s Core Server installation via an encrypted HTTPS connection at 1 AM local time daily. Data from each site is analyzed, aggregated, and distributed to the INX reporting system.

INX is installed in a private, dedicated, and load-balanced server farm, offering a 99.9% availability guarantee with twice daily secure back-ups. Furthermore, the centralized architecture for INX allows for the controlled release of new software upgrades, maintenance services, and new innovations seamlessly. As a privacy and security measure, INX does not collect or store any images from sites’ Core Servers. INX is fully compliant with industry security standards, including ISO 27001. Data in INX is fully encrypted to enhance security and data protection. This includes data & images encrypted communication enforced with certificates between sensors and the cloud. Also, multi-factor authentication (MFA) for all data administration and platform development.

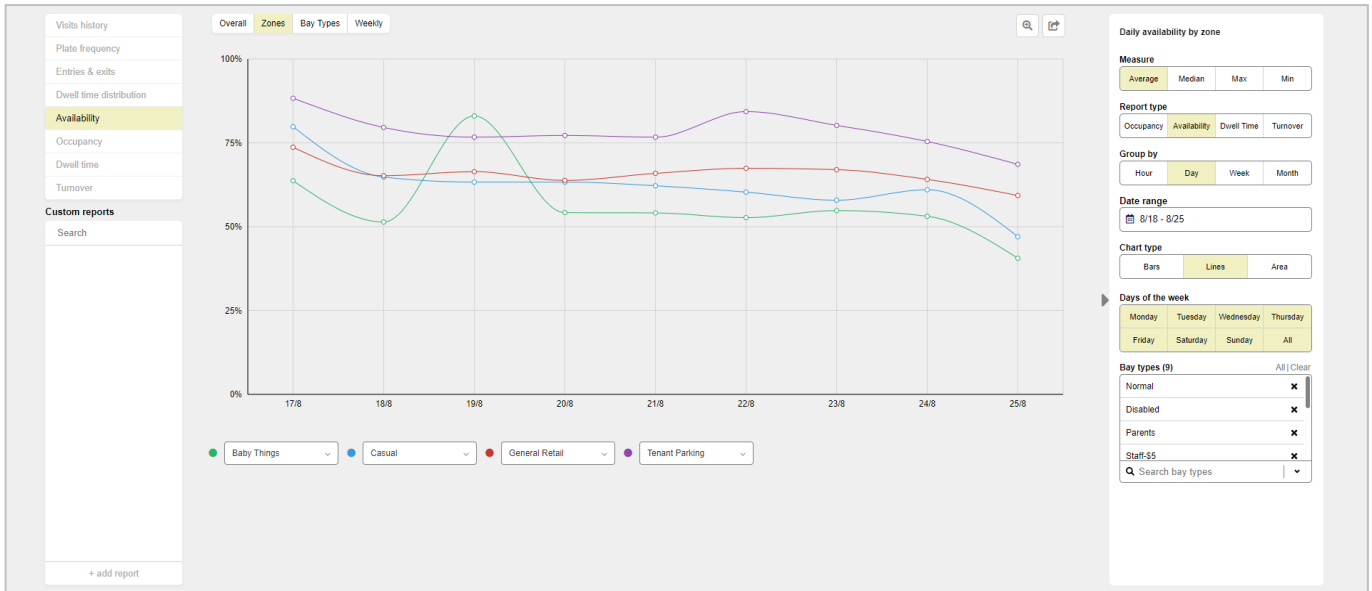
Data is reported in real time, with information typically less than 5 minutes old. The home page dashboard contains moveable widgets, displaying a variety of data. These widgets can also be embedded in other end-user applications. Sample dashboard image and additional photos below:



Dwell Time



Availability



Support & Maintenance

Park Assist has a full in-house team dedicated to support and maintenance. Unique only to Park Assist system is a quarterly accuracy reading report breaking down accuracy, occupancy, trends by zones, levels and garage. Every M5 sensor will be constantly monitored for connectivity, performance and accuracy. For systems under our service and maintenance agreements, ownership can have peace of mind that the large majority of issues can be detected and resolved before they impact system performance and customer experience. With different plan levels, Park Assist will be proactive in monitoring and troubleshooting any and all issues before they affect operations.



Park Assist maintenance goes far beyond a basic check on system operation; rather, it follows a detailed, holistic approach to every aspect of the sensor network, from hardware to software. With Park Assist taking numerous proactive measures to ensure system operation, your network will provide years of trouble-free operation and high performance. Our inspection program is customized for each site, which assures complete coverage for each system's unique aspects.

Software maintenance is a key component of Park Assist maintenance package. At its foundation are basic information technology maintenance practices, with remote inspections for the entire network. Using modern, secure remote access technology, Park Assist monitors and adjusts your sensor network without the need for intervention or presence. Software updates for sensing components and head-end gear are also applied using this approach.

Another advantage of Park Assist's software design is the built-in capacity for customization. If parking conditions or site design change in the future, Park Assist can create customized detection patterns tailored to the unique aspects of a site.

Warranty

This proposal includes **One-Year Warranty** on parts and labor for defects in materials or manufacture. Park Assist will repair or replace all work delivered under the contract and correct any defect within the warranty period at no additional cost. Software updates to the current installed version of our software are also included as required. This warranty does not apply to situations where damage or malfunctions resulting from fire, flood, earthquakes, elements of nature or acts of God, strikes, riots, collision, vandalism, misuse, electrical surges, power failure, use of non-manufacturer approved parts, or any other similar cause beyond the reasonable control of Park Assist.

Post Warranty Maintenance Service Plan Options

The Park Assist approach goes far beyond a basic check on system operation; rather, it follows a detailed, holistic methodology addressing every aspect of the sensor network, from hardware to software and accuracy. With Park Assist taking numerous proactive measures to ensure system operation, your sensor network will provide years of trouble-free operation and high performance. Three package types Basic Software, Premium and Comprehensive tailor the maintenance approach to the site's specific needs.

Basic Software

At its foundation are basic information technology maintenance practices, with remote inspections for the entire network. Using modern, secure remote access technology, Park Assist monitors and adjusts your sensor network without the need for intervention or presence. Software updates for sensing components and head-end equipment are also applied using this approach. Because TKH Security understands the importance of a reliable and accurate system; software maintenance includes daily detection performance monitoring. Vehicle detection and license plate recognition accuracy are routinely checked, with remote support for corrective action if necessary, included in the package. Customers receive detailed monthly and annual performance reports.

Premium

Our Premium package includes the Basic Software plan and introduces on-site quarterly system service and monthly inspections, and remote system monitoring. This forms the baseline of Park Assist's integrated maintenance approach. From servers to sensors, cabling to network infrastructure, each inspection takes a critical eye to every physical and software component making up the system to foresee problems before they impact functionality. The program is customized for each site, which assures complete coverage for each system's unique aspects. If, during our inspections, we find hardware that needs replacement due to normal wear and tear we offer a discount on parts, which will be quoted before performing any corrective work.

Comprehensive

Our Comprehensive packages take software and hardware maintenance a step further by including an additional range of advanced monitoring metrics, proactive system improvements, replacement parts and on-site labor if necessary - removing uncertainty from budgeting for maintenance. This includes bi-weekly inspection and preventative maintenance visits. One package takes care of everything and is uniquely priced based on the needs and equipment in your unique implementation.

Bill of Materials – Proposal Pricing

The M5 system is highly adaptable to fit any parking structure and usage needs. This Bill of Materials lays out the base system and options recommended by Park Assist’s expert teams for Asheville Regional Airport (AVL). *(Below pricing is comparable to previously awarded competitive bid contract at Raleigh-Durham International Airport. See RDU pricing for reference on next page).*

M5 System Cost: Asheville Regional Airport (1083 Total Monitored Spaces)

| Equipment Description/QTY | Total Price |
|--|---------------------|
| M5 Sensors, C5 Camera (200) | \$129,269.49 |
| Onsite Server, Head-End Equipment, INX Software (Includes SaaS 1 year) (1) | \$103,192.96 |
| Channel and Cabling | \$35,212.91 |
| Digital VMS-NAV Signs (9) & Monument Enclosures (2) | \$43,750.35 |
| Standard CAD Design (1) | \$3,950.00 |
| Park Assist Project Management (1) | \$11,271.43 |
| Commissioning, Networking & Configuration (1) | \$15,909.40 |
| Overall Full Turn Key Project Installation (High and Low Voltage) | \$349,034.32 |
| Total System Cost (excluding applicable sales tax) | \$691,590.86 |

**Please note rigid conduit material is also included*

Full Turnkey Total System Cost (excluding applicable sales tax) = \$691,590.86

Annual Recurring Fee (Annual SaaS fee below starts after year one)

| Models | Type | Price |
|-------------------------|----------------|------------|
| INX Core Software Suite | Annual license | \$2,341.75 |

Annual Maintenance Plans & Fee (Year 1 covered with warranty)

| Year | Premium | Comprehensive |
|------|-------------|---------------|
| 2 | \$25,000.00 | \$30,000.00 |
| 3 | \$25,750.00 | \$30,900.00 |
| 4 | \$26,522.50 | \$31,827.00 |
| 5 | \$27,318.20 | \$32,781.00 |
| 6 | \$28,137.75 | \$33,764.40 |

*Carolina Time will provide ongoing support services and management during warranty period and post warranty maintenance.

Raleigh-Durham Airport (821 Total Monitored Spaces for POC)

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| | |
|---|--|
|  | |
| Raleigh-Durham International Airport Parking Guidance System Price Proposal Form | |
| <p>* Bond & Project Management Related Services are non-taxable</p> | |

| <u>PROOF OF CONCEPT</u> | |
|--|---------------------|
| Proof of Concept from Base Summary | \$540,365.11 |
| Individual Space Detection for Uncovered Spaces for Proof of Concept (Not Broken out in Original Worksheet): | \$216,734.62 |
| SUBTOTAL | \$757,099.73 |
| Taxable Amount* | \$669,924.90 |
| Sales Tax @ 7.25% of Taxable Amount | \$48,569.56 |
| Project Total for Proof of Concept | \$805,669.29 |
| <p>* Bond & Project Management Related Services are non-taxable</p> | |

| <u>RECURRING FEES (After Year 1)</u> | |
|--|--------------------|
| Base Recurring Fees | \$23,945.70 |
| Alternate Recurring Fees | \$5,327.50 |
| Optional Recurring Fees | \$2,619.00 |
| SUBTOTAL | \$31,892.20 |
| Sales Tax @ Current* 7.25% | \$2,312.18 |
| Yearly Recurring Fee Total After Year 1 | \$34,204.38 |
| <p>* Applicable Sales Tax is currently 7.25%</p> | |

Raleigh-Durham Airport Overall Project Summary

| <u>RDU PROJECT SUMMARY FOR CONTRACT</u> | |
|--|-----------------------|
| BASE PROJECT TOTAL WITH OPTION 1 WARRANTY | \$5,570,602.63 |
| Individual Space Detection for Uncovered Spaces (PG 1 - 4 and Surface Lot) | \$1,564,447.39 |
| Car Locating Software & Interface with SKIDATA POF Units | Not Opted |
| Car Locating Software Independent of SKIDATA POF Units | Not Opted |
| Car Locating Hardware Independent of SKIDATA POF Units | \$9,500.00 |
| Variable Price by Location | Not Opted |
| People Counting | Not Opted |
| Park Surveillance for Individual Uncovered Spaces (IUS) | \$12,226.03 |
| PGS Application Software Yearly Fee for IUS | \$1,964.25 |
| API's (Website & PARCS Occupancy Management) Yearly Fee for IUS | \$654.75 |
| BAFO - Added Server Infrastructure Cost | \$295,721.00 |
| BAFO - Added Server Maintenance Cost | \$240,000.00 |
| BAFO - Deduct for Replacement of Cisco Switches | (\$124,243.00) |
| BAFO - Deduct #1 | (\$50,000.00) |
| BAFO - Deduct #2 | (\$50,000.00) |
| SUBTOTAL | \$ 7,470,873.05 |
| MANDATORY ALTERNATES PROJECT TOTAL WITH OPTION 1 WARRANTY | \$1,449,732.04 |
| SUBTOTAL | \$ 8,920,605.09 |
| Taxable Amount* | \$7,886,238.39 |
| Sales Tax @ 7.25% of Taxable Amount | \$571,752.28 |
| Project Total for Contract | \$9,492,357.37 |

Proposal Terms and Conditions

General

1. The specifics of timing and pricing in this proposal are valid for a period of 90 days from issue date. Pricing beyond this period is subject to change which may include applicable taxes.
2. Assumes access to restrooms and waste container.
3. Any insurance requirements outside of standard coverage carried by TKH Security are not included in this proposal and shall be provided at an additional charge based upon additional requirements and terms of coverage. Any bonding requirements will be an additional charge upon official contract award.
4. Project is subject to a 25% restocking fee plus shipping for any material deduct post contract execution.

Park Assist Responsibilities

1. Provide equipment and installation services as defined for a M5 camera-based parking guidance system at Asheville Regional Airport in Fletcher, NC.
2. Commission the new M5 system in accordance with approved project schedule by AVL Airport Authority.
3. M5 system to be installed at a maximum height above floor to be determined upon further garage details such as the presence of beams, pipes, and sprinkler systems. This Contractor shall meet minimum clearance heights provided throughout the garage.
4. Final termination of low voltage power and data wiring connections.
5. Park Assist shall provide all head-end equipment required to operate the system. This includes 2-D design and software setup, server hardware, server licenses and power cabinets.
6. All areas of work will be cleaned and debris free at the end of each shift.

Exclusions and Exceptions

1. Owner to provide a dedicated static public IP address for PARK server equipment.
2. Any power feeds for cabinets and exterior signage at designated final termination points.
3. Owner to provide a secure area for material storage on site
4. Owner to provide a temperature-controlled room to house head-end equipment.



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: May 12, 2023

ITEM DESCRIPTION – New Business Item D

Amendment to Supplemental Fees and Charges Schedule

BACKGROUND

Each year during the budget process, the Board approves and adopts supplemental fees and charges. Since the adoption of the FY23/24 budget, staff has been contemplating best procedures for the management of airport ground transportation providers during terminal construction. There will be no way to assess the current per-trip fee during construction, so staff is recommending an annual fee/permit for each hotel providing shuttle service in the amount of \$1,000 and an annual fee/permit for each vehicle providing for-hire service in the amount of \$400.

There has been an increase in requests for temporary/special event permits from ground transportation providers who do not have an annual permit. Temporary or special event permits would authorize a ground transportation provider who does not have an annual permit, to pick up passengers for a specific group or event for whom exclusive prior ground transportation arrangements have been made. For these services we recommend the following daily rates: for vehicles with less than 20 seats \$100/day and for vehicles with 20 seats or more \$200/day.

These fees will, for most providers, be somewhat less than they have paid during the current fiscal year but is the most equitable solution given the constraints during construction.

ISSUES

These rates are calculated to generate less revenue than currently, overall. A few providers with less usage may find the cost to be higher with this rate structure.

New Business - Item D



ALTERNATIVES

None recommended.

FISCAL IMPACT

We anticipate a decrease in revenues as a result of this change to our fee structure.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the amended changes to the FY 2023/2024 Annual Budget Supplemental Fees and Charges Schedule.

Attachment

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
SUPPLEMENTAL FEES AND CHARGES
FY 2023/2024 ANNUAL BUDGET**

| | FY 2022/2023 Current Fees | | FY 2023/2024 Proposed Fees | |
|--|--------------------------------------|-------------|---------------------------------------|-------------|
| | Cost | Per | Cost | Per |
| <u>Maintenance</u> | | | | |
| Scissor Lift | \$ 100.00 | day | \$ 100.00 | day |
| Large ADA Ramp Rental | \$ 100.00 | use | \$ 100.00 | use |
| Air Stair Rental | \$ 100.00 | use | \$ 100.00 | use |
| Volvo Wheel Loader | \$ 150.00 | use | \$ 150.00 | use |
| Fork-lift | \$ 100.00 | use | \$ 100.00 | use |
| Pallet Jack | \$ 50.00 | use | \$ 50.00 | use |
| Tenant Sweeper | \$ 125.00 | hour | \$ 125.00 | hour |
| Service Truck | \$ 50.00 | hour | \$ 50.00 | hour |
| Backhoe | \$ 100.00 | hour | \$ 100.00 | hour |
| Lighted X | \$ 200.00 | day | \$ 200.00 | day |
| Light Tower | \$ 150.00 | day | \$ 150.00 | day |
| Paint Stripper | \$ 100.00 | hour | \$ 100.00 | hour |
| Large Aircraft Removal Dolly | \$ 200.00 | day | \$ 200.00 | day |
| Small Aircraft Removal Dolly | \$ 100.00 | day | \$ 100.00 | day |
| Aircraft Jack | \$ 100.00 | use | \$ 100.00 | use |
| Cores | \$ 40.00 | each | \$ 40.00 | each |
| Keys | \$ 12.00 | each | \$ 12.00 | each |
| Large Dump Truck | \$ 200.00 | hour | \$ 200.00 | hour |
| Small Broom | \$ 200.00 | hour | \$ 200.00 | hour |
| Large Broom | \$ 300.00 | hour | \$ 300.00 | hour |
| Pressure Washer | \$ 125.00 | hour | \$ 125.00 | hour |
| Maintenance Labor Rate (1) | \$ 75.00 | hour | \$ 80.00 | hour |
| Security Escort Rate (1) | \$ 75.00 | hour | \$ 80.00 | hour |
| <u>Department of Public Safety</u> | | | | |
| ARFF Apparatus for 1500 gal. or greater | \$ 250.00 | hour | \$ 250.00 | hour |
| ARFF Apparatus for less than 1500 gal. | \$ 150.00 | hour | \$ 150.00 | hour |
| Command, Police, and Ops support vehicles | \$ 100.00 | hour | \$ 100.00 | hour |
| Aircraft recover dolly | \$ 150.00 | day | \$ 150.00 | day |
| DPS Labor Rate (1) | \$ 75.00 | hour | \$ 80.00 | hour |
| Mutual Aid Agencies collected on their behalf | | as incurred | | as incurred |
| Replacement charges for AVL equipment/supplies | | as incurred | | as incurred |
| <u>Information Technology (IT) Department</u> | | | | |
| IT Labor Rate - Non-Network (1) | \$ 75.00 | hour | \$ 80.00 | hour |
| IT Labor Rate - Network Related (1) | \$ 110.00 | hour | \$ 110.00 | hour |
| Dark Fiber per strand per 0-1000 ft | \$ 20.00 | month | \$ 20.00 | month |
| Dark Fiber per strand per 0-2000 ft | \$ 22.00 | month | \$ 22.00 | month |
| Dark Fiber per strand per 0-3000 ft | \$ 24.00 | month | \$ 24.00 | month |
| Telephone Service - Per Telephone Number | \$ 50.00 | month | \$ 50.00 | month |
| Fax Service - Per Fax Machine/Phone Number | \$ 22.13 | month | \$ 22.13 | month |
| Cisco IP Phone - Model 7911G | \$ 5.67 | month | \$ 5.67 | month |
| Cisco IP Phone - Model 7945G | \$ 11.57 | month | \$ 11.57 | month |
| Cisco 1 Port Analog Line Converter-ATA186 | \$ 4.86 | month | \$ 4.86 | month |
| Cisco 2 Port Analog Line Converter-VG202 | \$ 22.13 | month | \$ 22.13 | month |
| AirIT Shared Use Network Charge - Per Airline | \$ 50.00 | month | \$ 50.00 | month |

Notes:

(1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.

| Identification Badge Fees and Charges | FY 2022/2023 Current Fees | | FY 2023/2024 Proposed Fees | |
|--|--------------------------------------|------------|---------------------------------------|------------|
| | Cost | Per | Cost | Per |
| Initial Badge Issuance | | | | |
| SIDA Badge | \$ 80.00 | | \$ 90.00 | |
| Non-SIDA Badge | \$ 45.00 | | \$ 50.00 | |
| Renewal of Badge | | | | |
| SIDA Badge | \$ 80.00 | | \$ 90.00 | |
| Non-SIDA Badge | \$ 45.00 | | \$ 50.00 | |
| Lost Badge Replacement | | | | |
| SIDA Badge (4) | \$ 90.00 / \$ 105.00 | | \$ 90.00 / \$ 105.00 | |
| Non-SIDA Badge (5) | \$ 65.00 / \$ 80.00 | | \$ 65.00 / \$ 80.00 | |
| Damaged Badge | | | | |
| SIDA Badge (6) | \$ 45.00 / \$ 55.00 | | \$ 45.00 / \$ 55.00 | |
| Non-SIDA Badge (6) | \$ 45.00 / \$ 55.00 | | \$ 45.00 / \$ 55.00 | |
| Security Escort Training | \$ 60.00 | | \$ 80.00 | |
| Lock-out Service | \$ 60.00 | | \$ 80.00 | |
| PIN Reset | \$ 20.00 | | \$ 20.00 | |

Notes:

- (4) \$90.00 for the first replacement badge, \$105.00 for the second replacement badge.
- (5) \$65.00 for the first replacement badge, \$80.00 for the second replacement badge.
- (6) \$45.00 for a damaged badge, \$55.00 if badge damaged due to negligence.

Parking

| | | | | |
|------------------------------|----------------|-------------|----------------|-------------|
| Daily | \$ 2.00 | hour | \$ 2.00 | hour |
| | \$ 10.00 | day | \$ 12.00 | day |
| | \$ 60.00 | week | \$ 72.00 | week |
| Parking Garage | \$ 2.00 | hour | \$ 2.00 | hour |
| | \$ 13.00 | day | \$ 15.00 | day |
| | \$ 78.00 | week | \$ 90.00 | week |
| Hourly | \$ 1.00 | 1/2 hour | \$ 2.00 | 1/2 hour |
| | \$ 25.00 | day | \$ 30.00 | day |
| Employee Parking Rate | \$ 70 / \$60 | new/renewal | \$ 70 / \$60 | new/renewal |
| Commuter Parking Rate | \$ 300 / \$285 | new/renewal | \$ 300 / \$285 | new/renewal |
| Non-Tenant Aviation Commuter | \$ 900.00 | annual | \$ 900.00 | annual |
| Fines | up to \$1,000 | day | up to \$1,000 | day |

Ground Transportation

| | | | | |
|--|-------------|------------------|--------------------|------------------|
| Charter Bus Company (1-2 buses) (8) | \$ 1,000.00 | annual | \$ 1,000.00 | annual |
| Charter Bus Company (3-4 buses) (8) | \$ 2,500.00 | annual | \$ 2,500.00 | annual |
| Charter Bus Company (5 or more buses) (8) | \$ 4,000.00 | annual | \$ 4,000.00 | annual |
| Airport Ground Transportation Permit (9) | \$ 50.00 | annual | \$ 50.00 | annual |
| Airport Ground Transportation Pick-up Fee (9) | \$ 2.50 | per trip | \$ 3.00 | per trip |
| Transp. Network Company (TNC) Pick-up Fee | \$ 2.50 | per trip | \$ 2.50 | per trip |
| Transp. Network Company (TNC) Drop-off Fee | \$ 0.50 | per trip | \$ 0.50 | per trip |
| Hotel Shuttle Service | | | \$ 1,000.00 | annual |
| For-Hire Service (per vehicle) | | | \$ 400.00 | annual |
| Temporary/Special Event Permit (less than 20 seats) | | | \$ 100.00 | day |
| Temporary/Special Event Permit (20 seats or more) | | | \$ 200.00 | day |
| Off-Airport Rental Car Fee | 7.50% | of gross revenue | 10.00% | of gross revenue |

Notes:

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



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: May 12, 2023

ITEM DESCRIPTION – New Business Item E

Approval to Enter into a Simultaneous Exchange Agreement for Real Property

BACKGROUND

The Authority was contacted by Henderson County to acquire property owned by the Authority in exchange for property owned by Henderson County that is contiguous to the airfield on the west side of the runway. The exchange of this property will be beneficial to the Authority to create a larger frontage parcel for future aeronautical development.

The Henderson County parcel identified as Tract B, is approximately 16.93 acres, with a value of \$2,285,550, would be exchanged to the Authority for 18.28 acres identified as Tract C1 and C2, with a value of \$2,285,393, as shown on the attached drawing. All tracts of real property were appraised by an independent MAI certified appraiser.

In addition, the Authority will grant Henderson County a Right of First Offer on approximately 65.80 acres, identified as Tract C3 for ten years from the closing date. The Right of First Offer will allow Henderson County and the Economic Investment Fund of Henderson County to market the 65.80 acres of property for industrial development in the community. However, the uses for the property will not be for any aviation or aeronautical business or endeavor that would compete in any material manner with an existing or future on-airport aeronautical services provider. The purchase price for the property will be based upon the then current fair market value for the property.

As part of the exchange, within two years from closing, Henderson County will provide to the Authority a roadway within the Ferncliff Park access roadway easement that will connect the parcels benefiting from the property exchange.

New Business - Item E



ISSUES

The property exchange and the Right of First Offer is contingent upon the Henderson County's Board of Commissioners and the Federal Aviation Administration approvals.

ALTERNATIVES

The Board could deny the property exchange.

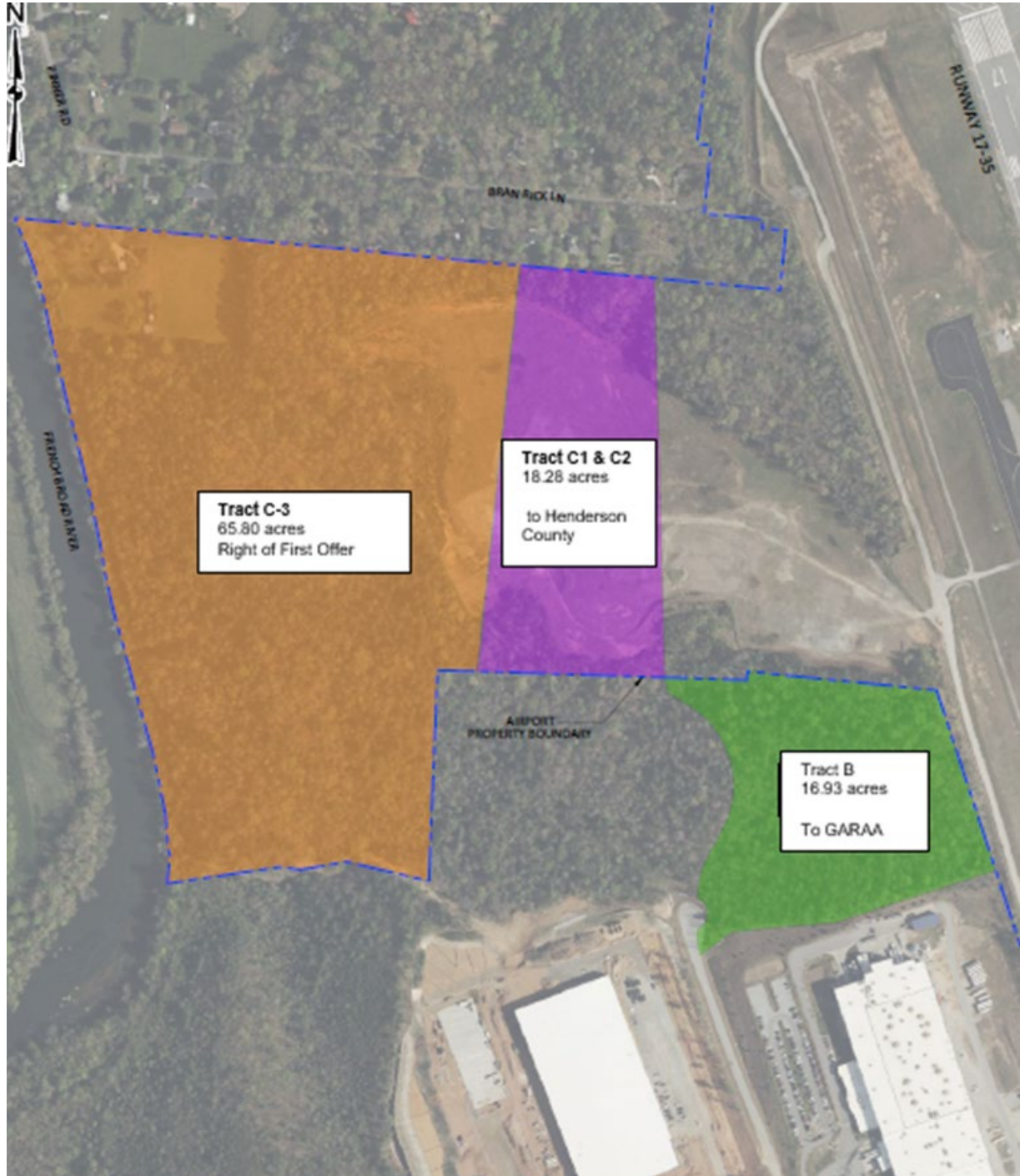
FISCAL IMPACT

The value of the properties to be exchanged were determined by appraisals that were completed on the properties. The fair market value for the Henderson County Property is valued at \$2,285,550 and the fair market value for the Authority property is valued at \$2,285,393, which includes the value of the Right of First offer of \$24,063 for the ten-year period.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Simultaneous Exchange Agreement for Real Property as described above in substantial similar form with Henderson County, and (2) authorize the President & CEO to execute the necessary documents.

Attachment



**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

**SIMULTANEOUS EXCHANGE AGREEMENT
FOR REAL PROPERTY**

THIS SIMULTANEOUS EXCHANGE AGREEMENT FOR REAL PROPERTY (herein the "Agreement") is made, entered into and effective as of the last date signed below (herein the "Effective Date"), by and between the **COUNTY OF HENDERSON**, a body corporate and politic in the State of North Carolina (herein "Henderson"), and the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a body corporate and politic in the State of North Carolina (herein "GARAA")(Henderson and GARAA being collectively herein the "Parties" and each separately further being herein an "Exchangor").

WITNESETH:

WHEREAS, Henderson is the owner of that certain parcel of real property consisting of 16.93 acres, more or less, pursuant to that deed recorded in Record Book 3943 at Page 368, Henderson County, NC Registry and further being described in Exhibit A hereto (herein the "Henderson Property"); and

WHEREAS, GARAA is the owner of certain real property consisting of 18.28 acres, more or less, pursuant to that deed recorded in Record Book 5565 at Page 1196, Henderson County, NC Registry and further being described in Exhibit B attached hereto (herein the "GARAA Property"); and,

WHEREAS, Henderson desires to acquire the GARAA Property as defined herein in exchange for the Henderson Property as defined herein; and

WHEREAS, GARAA desires to acquire the Henderson Property as defined herein in exchange for the GARAA Property as defined herein; and

WHEREAS, the Parties agreed to certain Property Swap Terms (the "Terms") for the exchange of fee simple title to the Henderson Property and GARAA Property as described herein;

NOW THEREFORE, for and in consideration of the mutual covenants, benefits, and agreements contained herein, the Parties do mutually agree as follows:

**ARTICLE 1
EXCHANGE PARCELS**

A. STATEMENT OF INTENT. Henderson and GARAA each desire to have this transaction constitute a simultaneous exchange of properties in accordance with the Terms and this Agreement.

B. CREATION OF EXCHANGE PARCELS.

- i. The Henderson Property to be exchanged herein has been surveyed into the parcel shown and described as "Tract B" on the attached Exhibit A. Henderson shall pay all costs and expenses for the survey of the Henderson Property. Based on mutual approval of the Parties, following execution of this Agreement, Henderson shall have the survey recorded in the Henderson County, NC Registry (herein the "Henderson Survey").
- ii. The GARAA Property to be exchanged herein has been surveyed into those parcels shown and described as "Tract C1" and "Tract C2" on the attached Exhibit B. GARAA shall pay all costs and expenses for the survey of the GARAA Property. Based on mutual approval of the Parties, following execution of this Agreement, GARAA shall have the survey recorded in the Henderson County, NC Registry (herein the "GARAA Survey")(the Henderson Survey and GARAA Survey being collectively herein the "Surveys").

C. CONVEYANCE AND EXCHANGE OF PROPERTIES. Henderson agrees to exchange and convey the Henderson Property to GARAA for the conveyance and exchange of the GARAA Property from GARAA to Henderson (the Henderson Property and GARAA Property being collectively the "Properties" and individually each a "Property").

D. CONDITION TO EXCHANGE OF PROPERTIES. The Parties acknowledge that GARAA is a body corporate and politic subject to the rules and regulations of the Federal Aviation Administration ("FAA"). Further, the Parties acknowledge that it is an express condition precedent to the Closing, conveyance and exchange of the GARAA Property for the Henderson Property that GARAA has received written consent to the exchange described in this Agreement from Henderson County, from GARAA's governing Board ("GARAA Board"), and from the FAA, and that the same written consents remain unmodified and effective through Closing herein (the "GARAA Required Consents"). If the GARAA Required Consents are not received, revoked or amended such that

this property exchange is not feasible, in the discretion of GARRA, any time prior to Closing, Henderson or GARRA shall have the right to terminate this Agreement.

ARTICLE 2 TERMS OF EXCHANGE

A. **PROPERTY EXCHANGE.** In consideration of and exchange for the Henderson Property, at Closing, GARAA agrees to convey to Henderson the GARAA Property by Special Warranty Deed. At Closing, in consideration of and exchange for the GARAA Property, Henderson agrees to simultaneously convey to GARAA the Henderson Property by Special Warranty Deed.

B. **EXCHANGE VALUE.** The Parties agree that the Henderson Property is valued at \$2,285,550.00 (the "Henderson Property Fair Market Value") according to that certain Appraisal Report prepared by Colliers International Valuation & Advisory Services having an effective date of September 30, 2022, ("Henderson Appraisal"). The Parties agree that the GARAA Property is valued at \$2,285,393.00* (the "GARAA Property Fair Market Value") according to that certain Appraisal Report prepared by ACE Appraisals Inc., having an effective date of January 3, 2023 ("GARAA Appraisal").

C. **BARGAIN SALE.** The Parties desire and intend to make a fair and approximately equal value exchange of the Henderson Property for the GARAA Property. GARAA Property for the exchange and GARAA shall be entitled to receive all of the Henderson Property at Closing in exchange for the GARAA Property and Henderson shall be entitled to receive all of the GARAA Property at Closing in exchange for the Henderson Property.

D. **CONDITION OF TITLE; TITLE INSURANCE.** At Closing, Henderson must convey to GARAA fee simple marketable title to the Henderson Property without exception for liens and encumbrances, except with respect to such exceptions as approved by GARAA, in writing, prior to the Closing. GARAA must convey to Henderson fee simple marketable title to the GARAA Property without exception for liens and encumbrances, except with respect to such exceptions approved by Henderson, in writing, prior to the Closing. The Parties acknowledge and agree that the following shall be express conditions precedent to the Closing, conveyance and exchange of the Properties at Closing (herein collectively and each individually the "Title Contingencies"):

- i. The GARAA Property be released from the reversionary rights of the City of Asheville as set forth in the deeds recorded in Book 5565, Page 1196, Buncombe County Registry and Book 3073, Page 239, Henderson County Registry, such that the reversionary rights are not an exception to the Owners' Title Insurance policy for Henderson on the GARAA Property secured at Closing; and
- ii. All restriction(s) encumbering the Henderson Property must comply with FAA standards and regulations, and not conflict with any of GARAA's FAA Grant Assurances.

Henderson shall obtain said Owners' Title Insurance policy on the GARAA Property in the full amount of the GARAA Property Fair Market Value at Henderson's cost and expense, and GARAA shall obtain an Owner's Title Insurance policy on the Henderson Property in the full amount of the Henderson Property Fair Market Value, which shall be at GARAA's cost and expense. In the event that any of the Parties cannot satisfy the Title Contingencies or otherwise deliver title as required herein by Closing for any reason other than bad faith, then the applicable Party shall have the right, in its discretion and by written notice to the other, to either: (a) delay Closing as described in Article 4 for such time as is reasonably necessary or (b) to terminate this Agreement.

ARTICLE 3 CLOSING CONTINGENCIES

The following shall be the express conditions and contingencies of Closing (herein the "Closing Contingencies"):

A. **FERNCLIFF ACCESS EASEMENT.** Henderson shall grant and convey, for the benefit of the Henderson Property, the GARAA Property, Tract C3, and Tract A as shown on the Surveys a non-exclusive easement and right of way over Tract A for ingress, egress and regress to and from the existing road rights of way in Ferncliff Industrial Park leading to the public right of way of Old Fanning Bridge Road (NC#280) as generally shown on Exhibit A and to be reflected on the final Henderson Survey (herein the "Ferncliff Access Easement"); the location and terms of said Ferncliff Access Easement shall be as agreed upon by the Parties and recorded at Closing; however, the terms shall expressly include the following terms and conditions:

- i. Henderson shall, within two (2) calendar years of Closing, coordinate, in connection and cooperation with the NC Department of Transportation, for the creation and construction of the roadway within the Ferncliff Access Easement to connect the parcels benefited by the same to and from the existing roads within the Ferncliff Industrial Park and complete

* This includes the Right of First Offer to be conveyed pursuant to Paragraph C, Article 3 valued at \$24,063.00.

- the same in a good workmanlike and commercial reasonable manner and consistent with NC Department of Transportation Requirements; and
- ii. Until such time as the maintenance and management for the road constructed by Henderson within the Ferncliff Access Easement is assumed by the NC Department of Transportation, if ever, the maintenance and responsibility for the road shall be sole expense and responsibility of Henderson.

B. **GARAA EXCLUSIVE EASEMENT:** Henderson shall grant and convey to GARAA, an exclusive easement and right of way sixty (60) feet in width along and across the northern boundaries Tract C1 and Tract C2 for benefit of ingress, egress and regress to and from and for the benefit of Tract C3 as shown on the Surveys (“GARAA Exclusive Easement”). Until any development occurs on the GARAA Property, Tract C1 or Tract C2, Henderson shall further grant to GARAA an easement for ingress and egress through the area that presently exists and has been cleared to traverse easily over Tract C1 and Tract C2 to Tract C3, otherwise, the GARAA Exclusive Easement location shall be sufficiently cleared so as to provide GARAA practical and functional access across Tracts C1 and C2 to Tract C3; the location and terms of said access easements required in this subparagraph B shall be as agreed upon by the Parties and recorded at Closing.

C. **HENDERSON RIGHT OF FIRST OFFER.** GARAA shall convey and grant to Henderson, at Closing, an irrevocable right of first offer to purchase Tract C3 of the GARAA Property upon terms and conditions that are mutually approved by the Parties and the FAA (herein the “Right of First Offer”), including generally the following:

- i. The term of the right shall be ten (10) years from the date of Closing;
- ii. The purchase price of Tract C3 shall be based upon fair market value at the time of purchase, evidenced by a certified MAI appraisal, at Henderson’s cost and subject to FAA approval;
- iii. Henderson shall be responsible for all costs to complete the purchase; and
- iv. Tract C3 shall be conveyed by special warranty deed subject to the restriction against use of the property for residential purposes or as a component of a residential development.
- v. Tract C3 shall further be conveyed by GARAA free and clear from the reversionary rights of the City of Asheville as set forth in the deeds recorded in Book 5565, Page 1196, Buncombe County Registry and Book 3073, Page 239, Henderson County Registry, such that the reversionary rights are not an exception to the any title insurance policy for Henderson on Tract C3 secured at Closing.
- vi. Henderson shall pay the GARAA the value of \$24,063.00 for the Right of First Offer, as required by the FAA.

D. **HENDERSON RIGHT TO MARKET FOR SALE.** For the duration of the Right of First Offer, Henderson shall have the right, but not the obligation, to market for sale as an industrial tract including C1, C2, and C3 through the Economic Investment Fund of Henderson County for industrial development (herein the “Industrial Project”), and GARAA agrees to approve or sign anything reasonably necessary for Henderson to manage marketing. The marketing for sale of the Industrial Project shall be subject to the following terms:

- i. The Industrial Project shall be in compliance with FAA requirements;
- ii. No residential use or development shall be permitted within the Industrial Project; and
- iii. In the event Henderson has a prospective buyer for the Industrial Project that desires access to GARAA’s airfield by aircraft based on land adjacent to, but not a part of the GARAA Property (herein “through the fence” access), then provided that the said buyer is (a) part of a large-scale economic development opportunity for Henderson County and (b) an aviation/aeronautical industry or aviation/aeronautical related industry, then GARAA agrees to grant the “through the fence” access provided expressly (c) that the same must meet the standards of and be approved by the FAA and so long as such “through the fence” access is not in violation of GARAA’s FAA Grant Assurances, and (d) it shall not be provided for residential use, private plane access or for any aviation or aeronautical business or endeavor that would compete in any material manner with an or future existing on-airport aeronautical services provider on the GARAA Property, such as but not limited to a fixed base operator, or any in any situation which is inconsistent with GARAA’s Grant Assurances to the FAA.

E. **FAA & GARAA BOARD APPROVAL.** GARAA’s obligation to Close shall be contingent upon approval of the Property exchange outlined by this Agreement, the Right of First Refusal and the duration of the same, and the approval of the release of the GARAA Property and Tract C3 by the FAA and by the GARAA Board.

F. **HENDERSON BOARD APPROVAL.** Henderson’s obligation to Close shall be contingent upon approval of the Property exchange outlined by this Agreement by the Henderson County Board of Commissioners.

G. ZONING. The Henderson Property shall be zoned by Henderson County, and the Town of Mills River, if applicable, such that GARAA may lawfully use the same for the general purposes and operational activities of GARAA, including specifically aviation-related industries, including but not limited to fixed-base operation and aircraft hangers. Tract C3 shall be zoned by Henderson County, and the Town of Mills River if applicable, such that the same may be lawfully used for non-aeronautical development, including a mixture of industrial and heavy commercial use, but expressly not for residential use.

ARTICLE 4 CLOSING

A. CLOSING. Closing shall take place no later than fifteen (15) days after the release of the GARAA Property from the reversionary rights of the City of Asheville as described in Article 2, provided that (a) the GARAA Required Consents described in Article 1 remain effective and unmodified, (b) all Title Contingencies of Article 2 of this Agreement are satisfied and (c) all Closing Contingencies as set forth in and required by Article 3 are satisfied or will be satisfied by Closing. The Closing date and time of Closing shall be mutually agreed upon by Henderson and GARAA. Execution of all documents and settlement of all matters related to the exchange of the Henderson Property and the GARAA Property contemplated by this Agreement shall take place at Goosmann Rose Colvard & Cramer, PA., located at 77 Central Avenue, Suite H, Asheville, North Carolina, 28801, or at such other place as the Parties may determine by mutual agreement.

B. POSSESSION. Possession of each Property to be exchanged shall be transferred to the Party receiving such Property at Closing.

C. CLOSING COSTS; PRORATIONS. Henderson shall be responsible for all costs of the exchange including examination of title, conveyance, notary fees, tax certificates, the Henderson Survey, recording fees, excise taxes, title insurance, transfer taxes, and other customary charges applicable to the Henderson Property. GARAA shall be responsible for all costs of the exchange including examination of title, conveyance, notary fees, tax certificates, the GARAA Survey, recording fees, excise taxes, title insurance, transfer taxes, and other customary charges applicable to the GARAA Property; however, notwithstanding, Henderson agrees to be responsible for fifty percent (50%) of the attorneys' fees and FAA consultant fees for GARAA. Taxes, insurance, rents, interest, and other ownership fees, if any, on the Properties shall be prorated to the date of Closing with the owner of such Property prior to Closing paying such costs attributable to any period prior to Closing, and the owner of the Property after the Closing paying all such costs attributable to any period on the date of Closing and therein.

D. BROKER COMMISSIONS. The Parties acknowledge that if any individual or company acted as a real estate broker in the conveyance and exchange of the Properties and is entitled to a commission for the conveyance of the Properties pursuant to this Agreement, then the party retaining such services shall be responsible to pay all broker fees and commissions.

E. CERTIFICATION UNDER CODE SECTION 1445. Each party hereby shall certify at Closing to the other under penalties of perjury, that the party is not a "foreign person" as defined by Section 1445 of the Code and the Regulations promulgated thereunder, that each party's United States taxpayer identification number and address is as set forth at Closing, and that each party is not subject to backup withholding.

ARTICLE 5 MISCELLANEOUS

A. CONDITION OF PROPERTY. Each Party agrees to accept the Property to be received by such Party in its present physical condition, along with the GARAA Exclusive Easement pursuant to Article 3, Paragraph B. Notwithstanding the foregoing, the Parties acknowledge that the Properties must be subdivided prior to the exchange pursuant to Article 2, Paragraph B.

B. RISK OF LOSS. Each Party shall retain the risk of loss or damage from fire, other casualty, or act of God with respect to such Property as is being transferred by such Party until the day and hour of Closing, and in the event of damage to all or any portion of such Property by fire, other casualty, or act of God, this Agreement may be canceled by the Party to whom such Property is to be transferred.

C. EVIDENCE OF TITLE. The Parties agree to use their best efforts to promptly deliver copies of all title information in their possession or available to them, including but not limited to: title insurance policies, attorneys opinions on title, surveys, covenants, deeds, notes, deeds of trust, tax assessments and bills, and easements relating to the Properties to the other Party.

D. COOPERATION OF PARTIES. The Parties hereby agree to fully cooperate in providing access to all relevant and reasonably necessary documents to establish evidence of title, corporate existence, a right to convey, authority of individuals representing a party, current leases and all amendments, if any, environmental assessments, if available, schedules of all services, maintenance, and other contracts related to the management, operation and maintenance of the Properties, together with complete copies of all contracts currently in effect, legal opinions or outstanding litigation related to the Properties, plans and/or specifications related to the Properties, if

any, engineering reports available, lists of any charges or billings in dispute and unpaid, copies of existing permits to any governmental authority, and similar matters. During the term of this Agreement, each Party shall have the right to conduct such additional due diligence and examinations of the Properties as desired by such Party, provided that any damage caused to the Properties shall be promptly repaired at the expense of the Party conducting such due diligence and examinations.

E. ASSIGNMENT. No Party may assign or transfer any interest in this Agreement without the prior written consent of the other Party.

F. GOVERNING LAW. The laws and decisions of the State of North Carolina will govern and control the construction, enforceability, validity and interpretation of this Agreement and of all agreements, instruments and documents heretofore, now or herein executed by the Parties pertaining or relating to this Agreement or the transaction contemplated herein.

G. NON-WAIVER. No delay or omission in the exercise of any right or remedy of a Party on any default by another Party shall impair such a right or remedy or be construed as a waiver. Any Party's consent to or approval of any act by another Party requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. Any waiver by a Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Receipt and acceptance by a Party of delinquent performance shall not constitute a waiver of any other default, and shall not constitute a waiver of timely performance for the particular default involved unless accompanied or followed by a Notice waiving timely performance.

H. AGENTS OF PARTIES. No Party shall be entitled to rely upon any act or representation of a person or entity acting upon behalf of another Party with respect to matters relating to this Agreement, unless the Party shall obtain from such person or entity written authorization, signed by such other Party, evidencing the scope of the authority, a copy of which document shall be retained by the Party so relying.

I. MODIFICATION. This Agreement, together with any attached schedules and exhibits, contains the full, final and exclusive statement of the Agreement between the Parties and cannot be amended, altered, modified or terminated except by a written agreement signed by the Parties. The Parties hereto specifically relinquish any rights they may have to orally rescind or otherwise terminate this Agreement and acknowledge that they will not rely upon any such oral agreements.

J. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term or extensions thereof, in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby.

K. CAPTIONS. The caption of each Section is added as a matter of convenience only, and shall be considered of no effect in the construction of any provision of this Agreement.

L. NOTICE. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give under this Agreement shall be in writing and either served personally, sent via overnight mail service, or sent by prepaid, registered or certified mail, return receipt requested, or by facsimile, email or other similar electronic method, except as otherwise expressly provided herein. For such purposes, the addresses set forth in this Paragraph in addition to any further parties as identified herein for required copies. Any Party may change its address by giving notice to the other Parties of such change. Notice shall be deemed communicated at the earlier of receipt or 48 hours from the time of mailing, if mailed as provided in this Section.

For notice to GARAA:

Greater Asheville Regional Airport Authority
Attn: Lew Bleiweis
61 Terminal Drive, Suite 1
Fletcher, NC 28731
Fax: _____
Email: lbleiweis@flyavl.com

For Henderson:

County of Henderson
Attn: _____

Fax: _____
Email: _____

With required copies to:

Elizabeth LM Cramer
Goosmann Rose Colvard & Cramer, PA
77 Central Avenue, Suite H
Asheville, NC 28801
Fax: 828.258.1305
Email: BCramer@grclaw.com

And

Cindy Rice
Patla, Strauss, Robinson & Moore, PA
29 N. Market street, Suite 300
Asheville, NC 28801
Fax 828.258.9222
Email: cmr@psrmlaw.com

M. WORD USAGE. Throughout this Agreement, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and vice versa, wherever the context requires such construction.

N. EFFECT UPON SUCCESSORS. This Agreement shall inure to the benefit of and shall be binding upon the legal representatives, successors, and assigns of each Party.

O. JOINT PREPARATION: The preparation of this Contract has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

THE PARTIES hereto, being duly authorized to do so, have caused their duly authorized representatives to execute and deliver this Agreement under Seal to be effective as of the day and year first above written.

COUNTY OF HENDERSON,
a body corporate and politic in the State of North Carolina

By: _____ (SEAL)

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY,
a body corporate and politic in the State of North Carolina

By: _____ (SEAL)
Lew Bleiweis, President & CEO

PRE-AUDIT CERTIFICATE:

This Agreement has been pre-audited in the manner required by NCGS 159-28(a)(1). This the ____ day of _____, 2023.

Finance Officer
Greater Asheville Regional Airport Authority

EXHIBIT A
HENDERSON PROPERTY

Being all of Tract B, containing 16.93 acres, as shown on that survey entitled "Minor Survey for County of Henderson" by Ownbey Land Surveying, PLLC, dated _____, 2023 and recorded in Plat Book _____ at Page _____, Henderson County, NC Registry; a preliminary of said survey being attached hereto as Exhibit A-1.

EXHIBIT B
GARAA PROPERTY

Being all of Tract C1, containing 11.53 acres and Tract C2, containing 6.74 acres, as shown on that survey entitled "Minor Survey for Asheville Regional Airport" by Ownbey Land Surveying, PLLC, dated _____, 2023 and recorded in Plat Book _____ at Page _____, Henderson County, NC Registry; a preliminary of said survey being attached hereto as Exhibit B-1 and more particularly described as follows:

TRACT C1:

Beginning at a concrete monument, said concrete monument lying in the northern line of that property described in deed book 3943 page 368, Henderson County Registry; thence N 05°23'54" E a distance of 1419.39' to an iron pin set; thence S 84°40'52" E a distance of 69.06' to a ¾" iron pipe; thence S 84°36'25" E a distance of 150.10' to a 1" iron pipe; thence S 84°26'27" E a distance of 53.91' to an iron pin set; thence S 01°26'16" E a distance of 1402.32' to an iron pin set; thence N 88°06'45" W a distance of 440.82' to the point and place of beginning, having an area of 11.53 acres.

TRACT C2:

Beginning at a concrete monument, said concrete monument lying in the northern line of that property described in deed book 3943 page 368, Henderson County Registry, said concrete monument also being the beginning point of Tract C1 described above; thence N 88°07'15" W a distance of 213.78' to an iron pin set; thence N 05°58'54" E a distance of 1432.53' to an iron pin set; thence S 84°41'26" E a distance of 117.40' to a ¾" iron pipe; thence S 84°27'04" E a distance of 80.80' to an iron pin set; thence S 05°22'28" W a distance of 1419.30' to the point and place of beginning, having an area of 6.74 acres.



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: May 12, 2023

ITEM DESCRIPTION – Information Section Item A

March, 2023 Traffic Report – Asheville Regional Airport

SUMMARY

March, 2023 overall passenger traffic numbers were up 19.4% compared to the same period last year. Passenger traffic numbers reflect an 18.8% increase in passenger enplanements from March, 2022. Enplanements for Fiscal Year to Date total 734,761, which is a 21.0% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in March 2023 were up by 7.9%. There was 1 flight cancellation for the month.

American Airlines: American's March 2023 passenger enplanements represent a 49.7% increase over the same period last year. There was 1 flight cancellation for the month.

Delta Airlines: Enplanements for Delta in March 2023 increased by 13.1%. There were 2 flight cancellations for the month.

Sun Country: Sun Country saw an increase in enplanements by 21.3% compared to March, 2022. There were no flight cancellations for the month.

United Airlines: In March 2023, United Airlines saw an increase in enplanements by 28.4% over the same period last year. There was 1 flight cancellation for the month.

Monthly Traffic Report

Asheville Regional Airport

March, 2023



| Category | Mar 2023 | Mar 2022 | Percentage Change | *CYTD-2023 | **CYTD-2022 | Percentage Change | *MOV12-2023 | **MOV12-2022 | Percentage Change |
|----------------------------|----------------|----------------|-------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| Passenger Traffic | | | | | | | | | |
| Enplaned | 80,380 | 67,677 | 18.8% | 203,332 | 157,233 | 29.3% | 968,915 | 788,584 | 22.9% |
| Deplaned | 80,885 | 67,391 | 20.0% | 198,732 | 154,904 | 28.3% | 959,805 | 784,710 | 22.3% |
| Total | 161,265 | 135,068 | 19.4 % | 402,064 | 312,137 | 28.8 % | 1,928,720 | 1,573,294 | 22.6 % |
| Aircraft Operations | | | | | | | | | |
| Airlines | 1,525 | 1,158 | 31.7% | 4,075 | 3,067 | 32.9% | 17,926 | 14,218 | 26.1% |
| Commuter/AirTaxi | 688 | 518 | 32.8% | 1,557 | 1,477 | 5.4% | 10,036 | 12,619 | -20.5% |
| Subtotal | 2,213 | 1,676 | 32.0 % | 5,632 | 4,544 | 23.9 % | 27,962 | 26,837 | 4.2 % |
| GeneralAviation | 3,598 | 3,314 | 8.6% | 9,939 | 9,221 | 7.8% | 47,735 | 45,786 | 4.3% |
| Military | 241 | 491 | -50.9% | 636 | 1,274 | -50.1% | 4,502 | 4,978 | -9.6% |
| Subtotal | 3,839 | 3,805 | 0.9 % | 10,575 | 10,495 | 0.8 % | 52,237 | 50,764 | 2.9 % |
| Total | 6,052 | 5,481 | 10.4 % | 16,207 | 15,039 | 7.8 % | 80,199 | 77,601 | 3.3 % |
| Fuel Gallons | | | | | | | | | |
| FF-100LL | 15,542 | 8,070 | 92.6% | 46,428 | 30,762 | 50.9% | 185,688 | 181,503 | 2.3% |
| FF-JETA-GA | 104,735 | 111,927 | -6.4% | 254,887 | 282,403 | -9.7% | 1,883,187 | 1,911,666 | -1.5% |
| Subtotal | 120,277 | 119,997 | 0.2 % | 301,315 | 313,165 | -3.8 % | 2,068,875 | 2,093,169 | -1.2 % |
| FF-JETA-AL | 803,435 | 649,785 | 23.7% | 2,022,119 | 1,561,818 | 29.5% | 9,228,764 | 7,972,914 | 15.8% |
| Subtotal | 803,435 | 649,785 | 23.6 % | 2,022,119 | 1,561,818 | 29.5 % | 9,228,764 | 7,972,914 | 15.8 % |
| Total | 923,712 | 769,782 | 20.0 % | 2,323,434 | 1,874,983 | 23.9 % | 11,297,639 | 10,066,083 | 12.2 % |

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

**Previous Year does not include charter activity.

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

March, 2023



| | Mar 2023 | Mar 2022 | Percentage Change | *CYTD-2023 | **CYTD-2022 | Percentage Change |
|--------------------------|----------|----------|-------------------|------------|-------------|-------------------|
| Allegiant Air | | | | | | |
| Enplanements | 36,111 | 33,462 | 7.9% | 90,013 | 76,763 | 17.3% |
| Seats | 43,455 | 41,400 | 5.0% | 106,827 | 108,540 | -1.6% |
| Load Factor | 83.0 % | 81.0 % | 2.5% | 84.0 % | 71.0 % | 18.3% |
| American Airlines | | | | | | |
| Enplanements | 19,698 | 13,159 | 49.7% | 49,223 | 33,586 | 46.6% |
| Seats | 25,756 | 14,850 | 73.4% | 67,014 | 44,230 | 51.5% |
| Load Factor | 76.0 % | 89.0 % | -14.6% | 73.0 % | 76.0 % | -4.0% |
| Delta Air Lines | | | | | | |
| Enplanements | 17,462 | 15,443 | 13.1% | 45,995 | 34,262 | 34.2% |
| Seats | 21,880 | 22,025 | -0.7% | 56,772 | 55,605 | 2.1% |
| Load Factor | 80.0 % | 70.0 % | 14.3% | 81.0 % | 62.0 % | 30.7% |
| Sun Country | | | | | | |
| Enplanements | 1,697 | 1,399 | 21.3% | 4,142 | 2,989 | 38.6% |
| Seats | 2,418 | 1,674 | 44.4% | 5,766 | 3,684 | 56.5% |
| Load Factor | 70.0 % | 84.0 % | -16.7% | 72.0 % | 81.0 % | -11.1% |
| United Airlines | | | | | | |
| Enplanements | 5,412 | 4,214 | 28.4% | 13,959 | 9,633 | 44.9% |
| Seats | 6,790 | 4,650 | 46.0% | 17,534 | 10,905 | 60.8% |
| Load Factor | 80.0 % | 91.0 % | -12.1% | 80.0 % | 88.0 % | -9.1% |
| Totals | | | | | | |
| Enplanements | 80,380 | 67,677 | 19.0% | 203,332 | 157,233 | 29.0% |
| Seats | 100,299 | 84,599 | 19.0% | 253,913 | 222,964 | 14.0% |
| Load Factor | 80.0 % | 80.0 % | 0.0% | 80.0 % | 71.0 % | 12.7% |

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

**Previous Year does not include charter activity.

Airline Flight Completions

Asheville Regional Airport

March, 2023

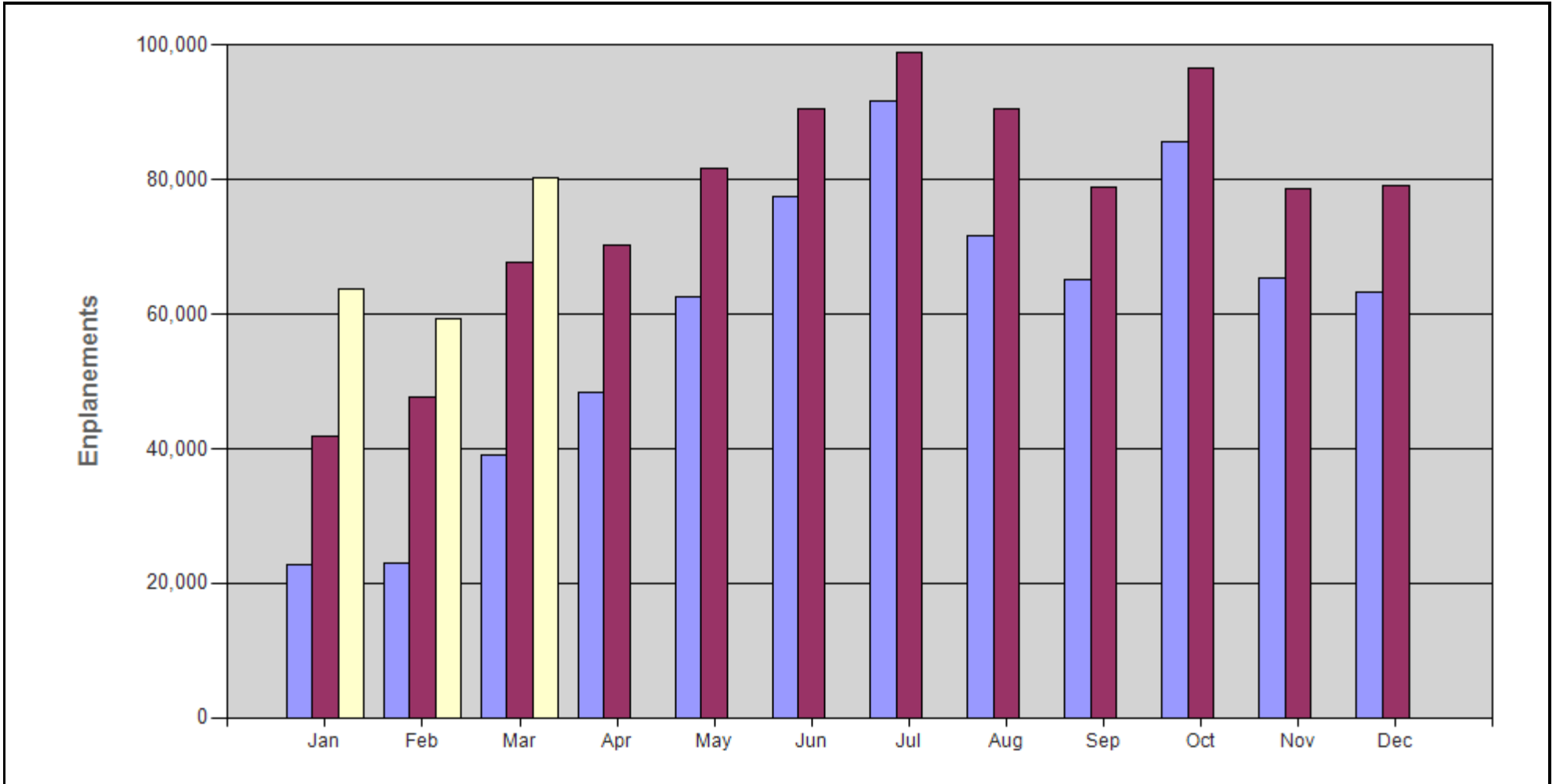


| Airline | Scheduled Flights | Cancellations Due To | | | | Total Cancellations | Percentage of Completed Flights |
|-------------------|-------------------|----------------------|------------|----------|----------|---------------------|---------------------------------|
| | | Field | Mechanical | Weather | Other | | |
| Allegiant Air | 250 | 0 | 0 | 0 | 1 | 1 | 99.6% |
| American Airlines | 306 | 0 | 0 | 1 | 0 | 1 | 99.7% |
| Delta Air Lines | 235 | 0 | 1 | 1 | 0 | 2 | 99.2% |
| Sun Country | 13 | 0 | 0 | 0 | 0 | 0 | 100.0% |
| United Airlines | 124 | 0 | 1 | 0 | 0 | 1 | 99.2% |
| Total | 928 | 0 | 2 | 2 | 1 | 5 | 99.5% |

Monthly Enplanements By Year

Asheville Regional Airport

March, 2023

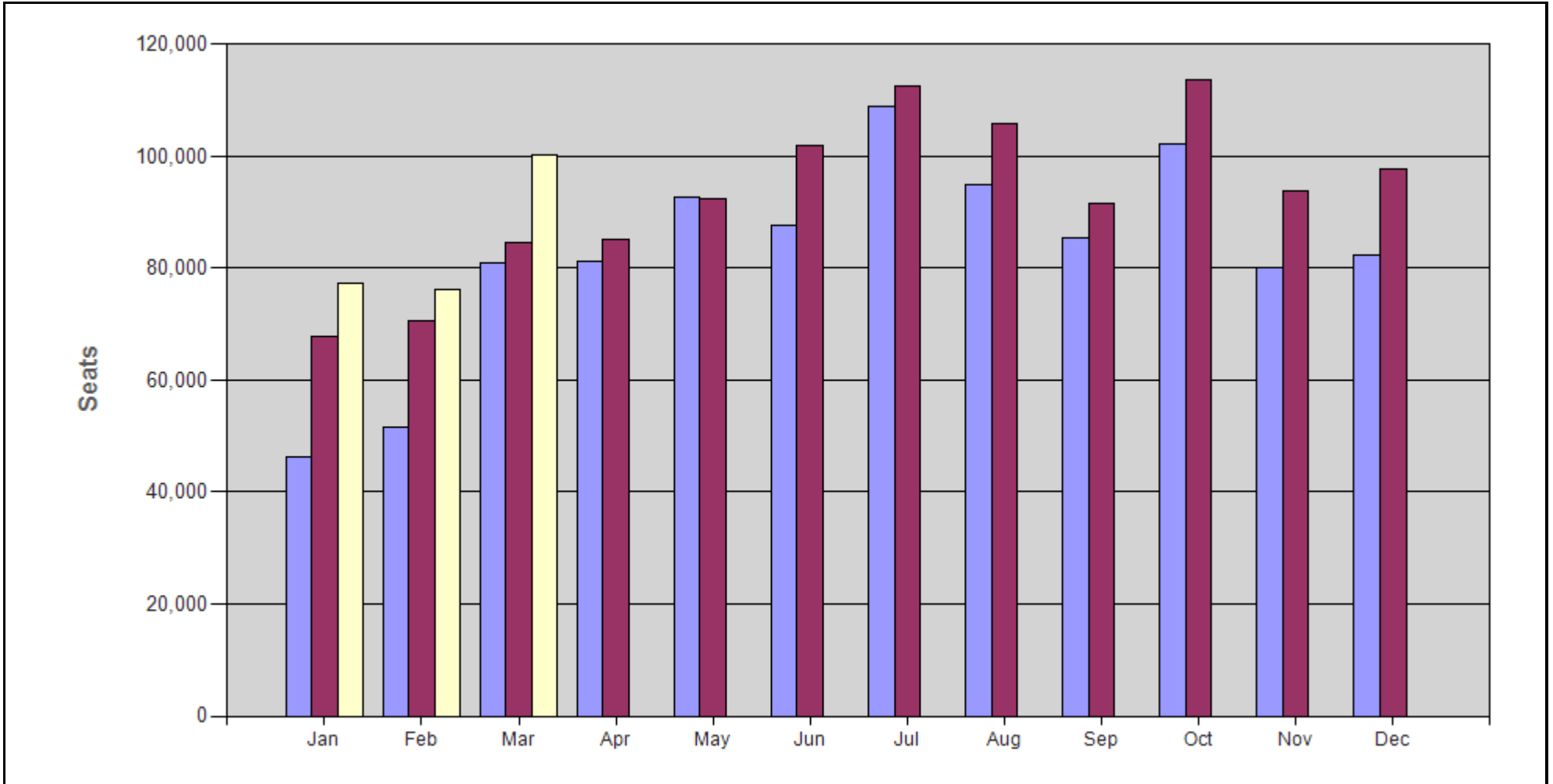


| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 2021 | 22,658 | 22,977 | 39,029 | 48,371 | 62,546 | 77,489 | 91,609 | 71,735 | 65,120 | 85,762 | 65,431 | 63,288 |
| | 2022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

Monthly Seats By Year

Asheville Regional Airport

March, 2023

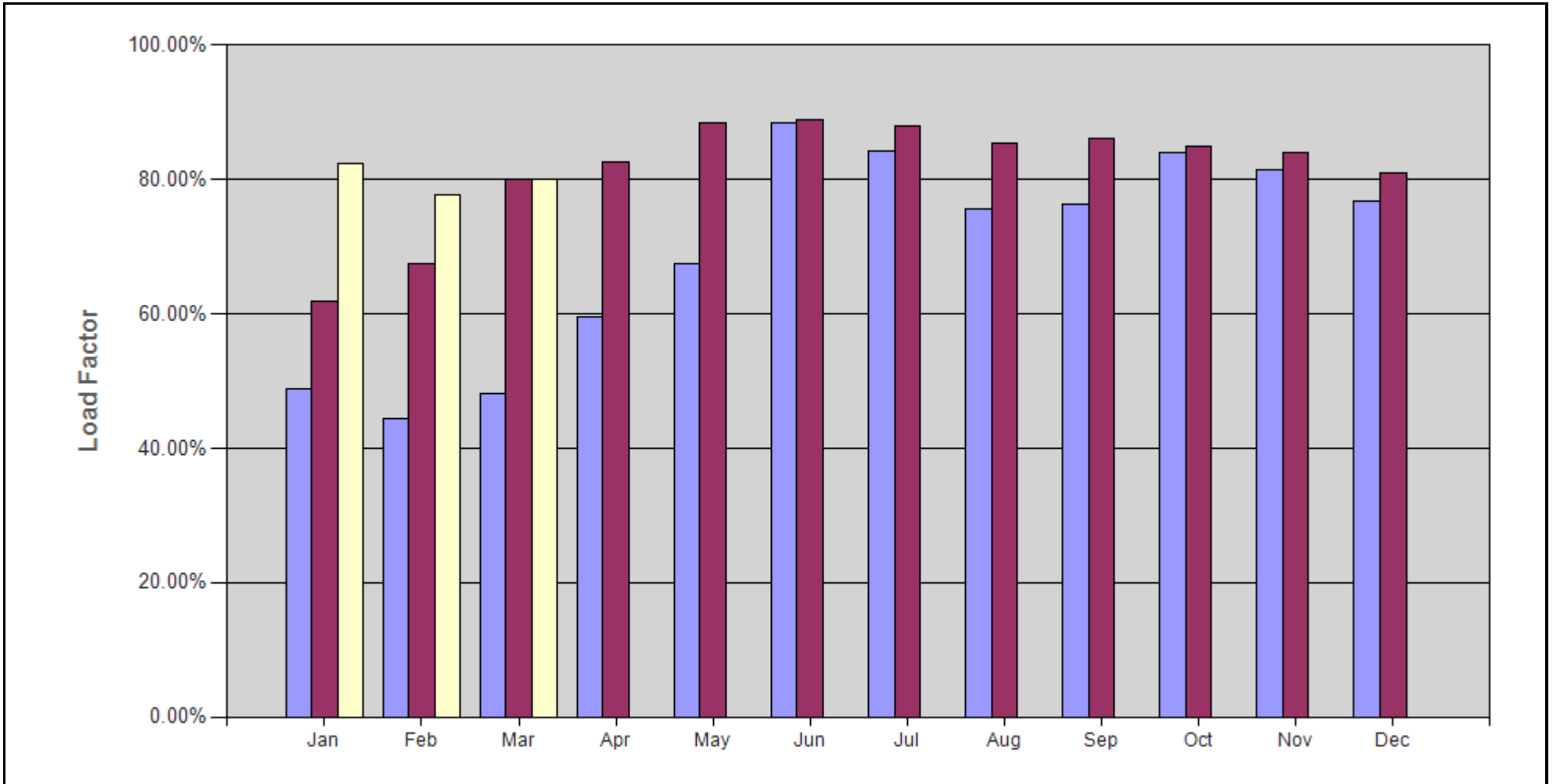


| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|------|--------|--------|---------|--------|--------|---------|---------|---------|--------|---------|--------|--------|
| | 2021 | 46,325 | 51,620 | 80,905 | 81,345 | 92,780 | 87,651 | 108,793 | 94,971 | 85,335 | 102,158 | 80,261 | 82,435 |
| | 2022 | 67,869 | 70,496 | 84,599 | 85,136 | 92,519 | 101,932 | 112,645 | 105,748 | 91,648 | 113,656 | 93,729 | 97,734 |
| | 2023 | 77,331 | 76,283 | 100,299 | | | | | | | | | |

Monthly Load Factors By Year

Asheville Regional Airport

March, 2023

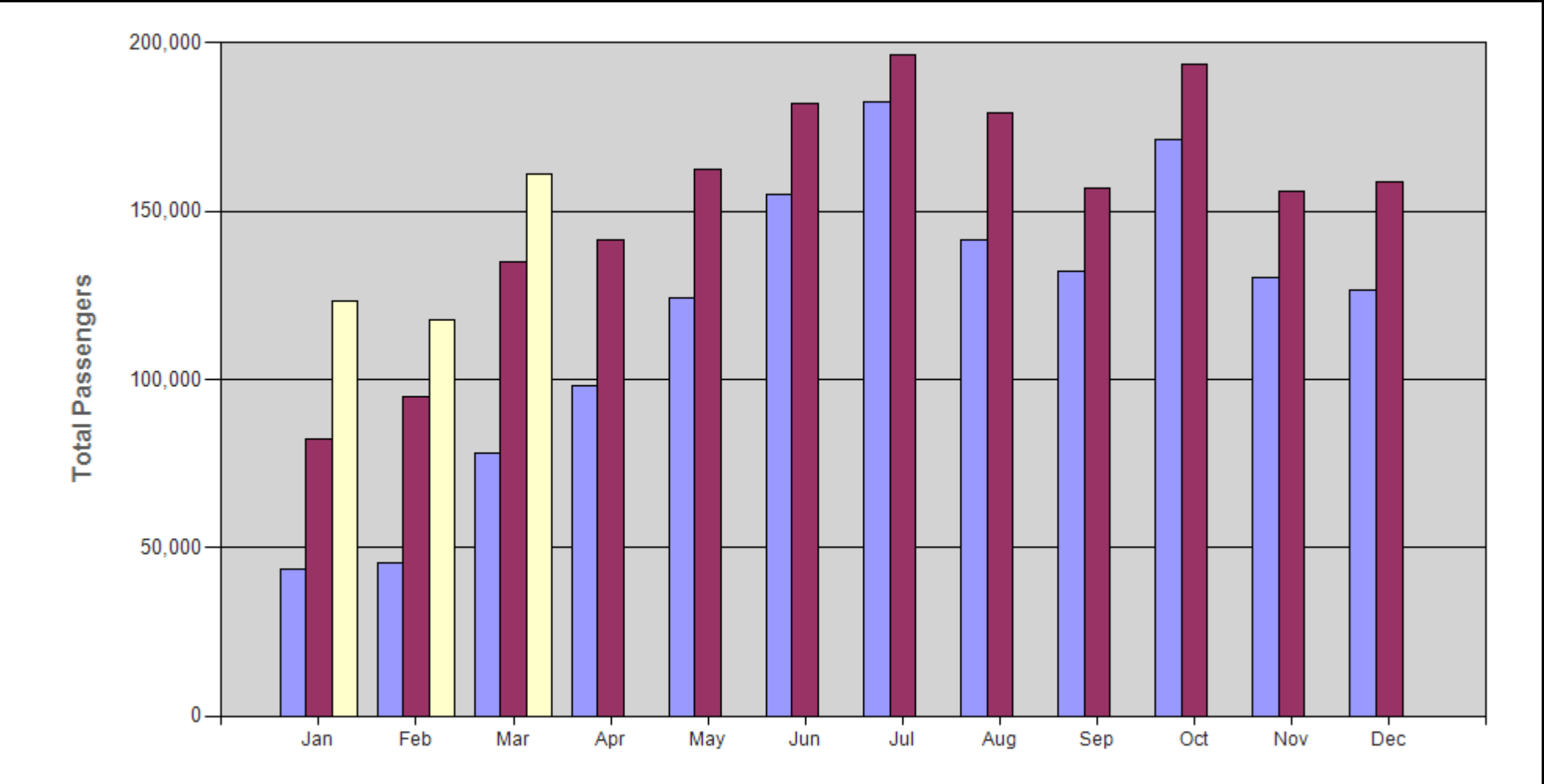


| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | 2021 | 48.91% | 44.51% | 48.24% | 59.46% | 67.41% | 88.41% | 84.20% | 75.53% | 76.31% | 83.95% | 81.52% | 76.77% |
| | 2022 | 61.77% | 67.57% | 80.00% | 82.65% | 88.37% | 88.83% | 87.91% | 85.51% | 86.17% | 85.02% | 84.00% | 80.96% |
| | 2023 | 82.34% | 77.71% | 80.14% | | | | | | | | | |

Total Monthly Passengers By Year

Asheville Regional Airport

March, 2023

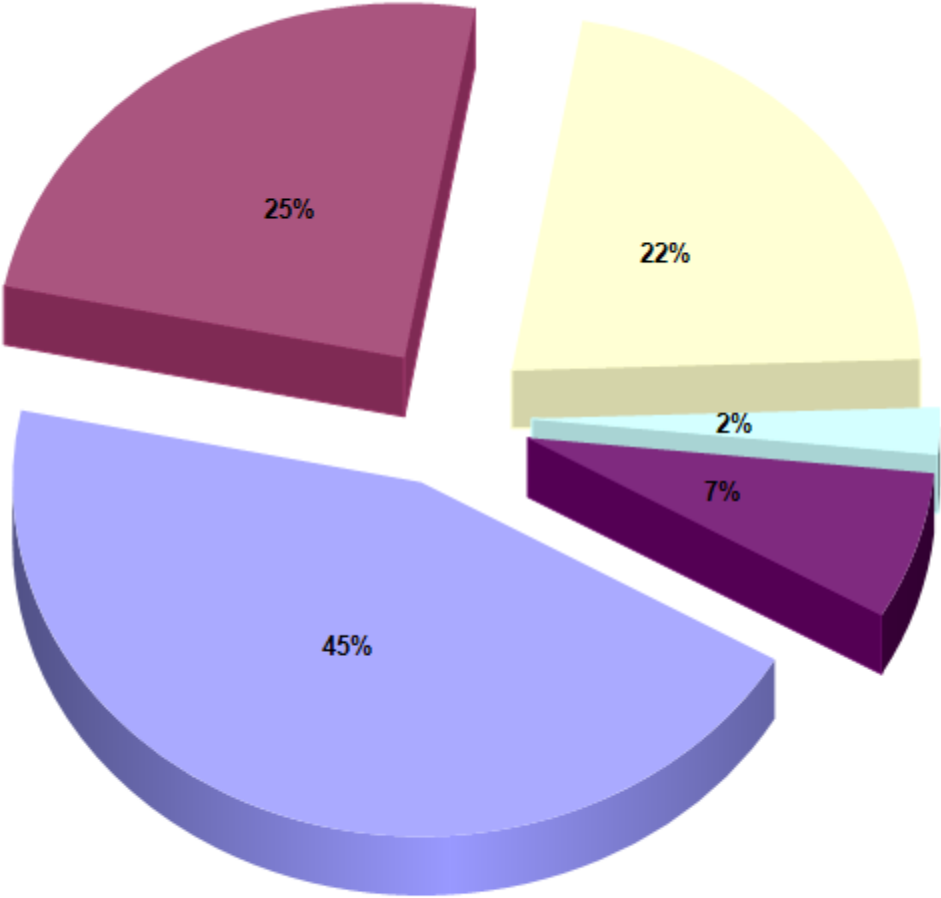


| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|--|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 2021 | 43,630 | 45,617 | 77,862 | 97,905 | 124,151 | 154,749 | 182,470 | 141,577 | 132,022 | 171,476 | 130,131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

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

March, 2023



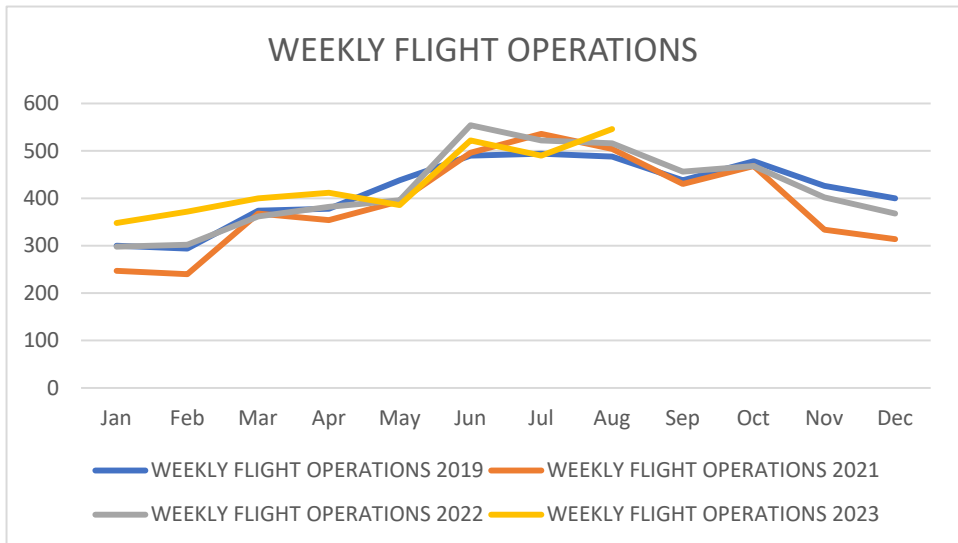
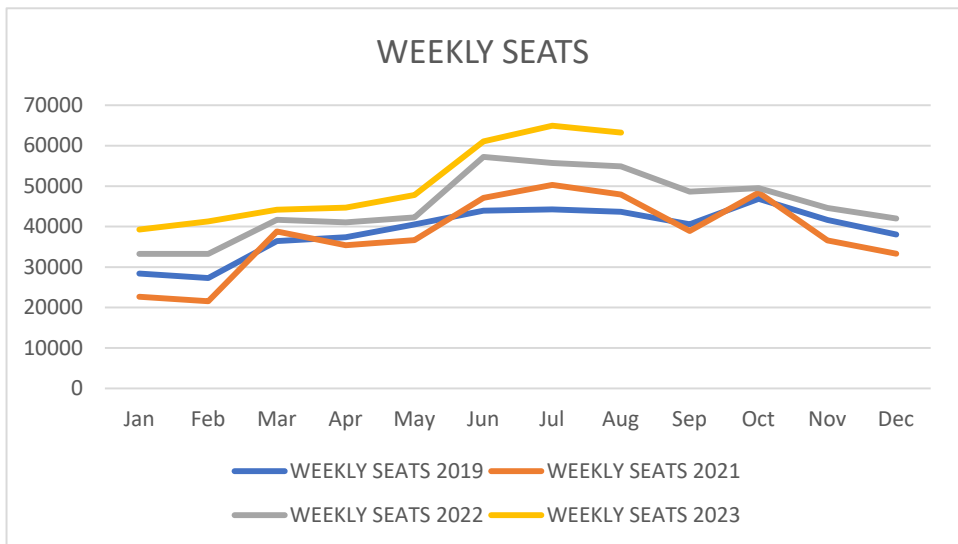
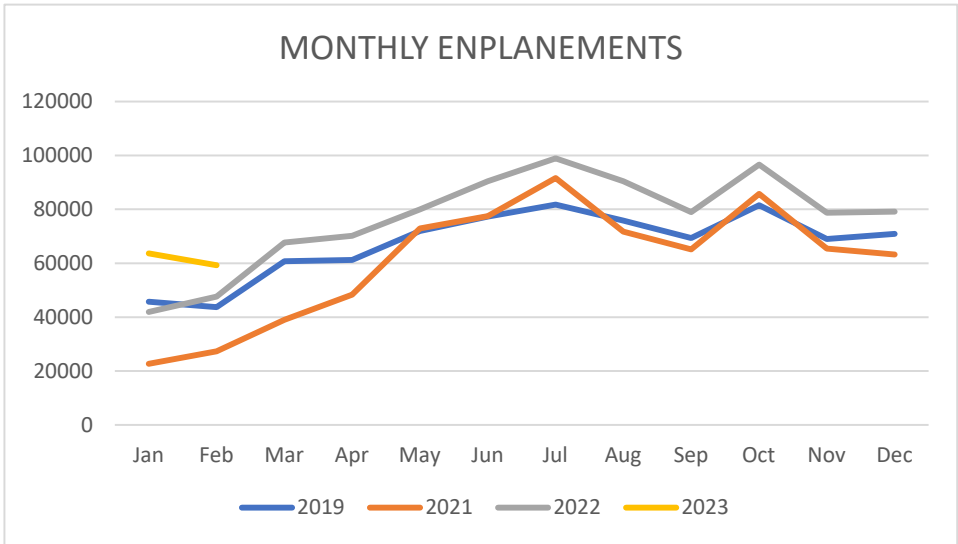
Allegiant Air American Airlines Delta Air Lines Sun Country United Airlines

AVL - Three month schedule Summary Report
 June 2023 to August 2023 vs. June 2022 to August 2022 vs. June 2021 to August 2021

| Mkt/Alt | Travel Period | | Jun 2023 | | Jun 2022 | | Jun 2021 | | 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 | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-AUS | AUS | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-BOS | BOS | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | BOS-AVL | BOS | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | AVL-CLT | CLT | 48 | 4,881 | 54 | 4,027 | 48 | 3,040 | (6) | 854 | (15.1%) | 21.2% | 0 | 1,841 | 0.0% | 60.6% |
| AA | CLT-AVL | CLT | 48 | 4,881 | 54 | 4,027 | 48 | 3,040 | (6) | 854 | (11.1%) | 21.2% | 0 | 1,841 | 0.0% | 60.6% |
| AA | AVL-DCA | DCA | 7 | 532 | 9 | 684 | 7 | 532 | (2) | (152) | (22.2%) | (22.2%) | 0 | 0 | 0.0% | 0.0% |
| AA | DCA-AVL | DCA | 7 | 532 | 9 | 684 | 7 | 532 | (2) | (152) | (22.2%) | (22.2%) | 0 | 0 | 0.0% | 0.0% |
| AA | AVL-DFW | DFW | 15 | 1,658 | 15 | 1,140 | 21 | 1,596 | 0 | 518 | 0.0% | 45.4% | (6) | 62 | (28.5%) | 3.9% |
| AA | DFW-AVL | DFW | 15 | 1,658 | 15 | 1,140 | 21 | 1,596 | 0 | 518 | 0.0% | 45.4% | (6) | 62 | (28.5%) | 3.9% |
| AA | AVL-LGA | LGA | 7 | 532 | 1 | 76 | 1 | 65 | 6 | 456 | 600.0% | 600.0% | 6 | 467 | 600.0% | 718.5% |
| AA | LGA-AVL | LGA | 7 | 532 | 1 | 76 | 1 | 65 | 6 | 456 | 600.0% | 600.0% | 6 | 467 | 600.0% | 718.5% |
| AA | AVL-MIA | MIA | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | MIA-AVL | MIA | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | AVL-ORD | ORD | 8 | 531 | 7 | 532 | 7 | 455 | 1 | (76) | (14.3%) | (0.2%) | 1 | 76 | 14.3% | 16.7% |
| AA | ORD-AVL | ORD | 8 | 531 | 7 | 532 | 7 | 455 | 1 | (76) | (14.3%) | (0.2%) | 1 | 76 | 14.3% | 16.7% |
| AA | AVL-PHL | PHL | 13 | 676 | 7 | 455 | 13 | 691 | 6 | 221 | 85.7% | 48.6% | 0 | (15) | 0.0% | (2.2%) |
| AA | PHL-AVL | PHL | 13 | 676 | 7 | 455 | 13 | 691 | 6 | 221 | 85.7% | 48.6% | 0 | (15) | 0.0% | (2.2%) |
| BB | AVL-BOS | BOS | 7 | 700 | 3 | 300 | 0 | 0 | 4 | 400 | 133.3% | 133.3% | 7 | 700 | - | - |
| BB | BOS-AVL | BOS | 7 | 700 | 3 | 300 | 0 | 0 | 4 | 400 | 133.3% | 133.3% | 7 | 700 | - | - |
| DL | ATL-AVL | ATL | 41 | 4,510 | 35 | 3,850 | 43 | 3,178 | 6 | 660 | 17.1% | 17.1% | (2) | 1,332 | (4.7%) | 41.9% |
| DL | AVL-ATL | ATL | 41 | 4,510 | 35 | 3,850 | 43 | 3,178 | 6 | 660 | 17.1% | 17.1% | (2) | 1,332 | (4.7%) | 41.9% |
| DL | AVL-DTW | DTW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 0 | 0 | - | - |
| DL | DTW-AVL | DTW | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 0 | 0 | - | - |
| DL | AVL-LGA | LGA | 13 | 958 | 13 | 915 | 7 | 532 | 0 | 43 | 0.0% | 4.7% | 6 | 426 | 85.7% | 80.1% |
| DL | LGA-AVL | LGA | 13 | 958 | 13 | 915 | 7 | 532 | 0 | 43 | 0.0% | 4.7% | 6 | 426 | 85.7% | 80.1% |
| DL | AVL-MSP | MSP | 3 | 471 | 1 | 132 | 0 | 0 | 2 | 339 | 200.0% | 256.8% | 3 | 471 | - | - |
| DL | MSP-AVL | MSP | 3 | 471 | 1 | 132 | 0 | 0 | 2 | 339 | 200.0% | 256.8% | 3 | 471 | - | - |
| G4 | AUS-AVL | AUS | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 30 | 0.0% | 8.8% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-AUS | AUS | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 30 | 0.0% | 8.8% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-BOS | BOS | 4 | 744 | 4 | 744 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 2 | 390 | 100.0% | 110.2% |
| G4 | BOS-AVL | BOS | 4 | 744 | 4 | 744 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 2 | 390 | 100.0% | 110.2% |
| G4 | AVL-BWI | BWI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | BWI-AVL | BWI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-DEN | DEN | 4 | 744 | 4 | 714 | 2 | 354 | 0 | 30 | 0.0% | 4.2% | 2 | 390 | 100.0% | 110.2% |
| G4 | DEN-AVL | DEN | 4 | 744 | 4 | 714 | 2 | 354 | 0 | 30 | 0.0% | 4.2% | 2 | 390 | 100.0% | 110.2% |
| G4 | AVL-EWR | EWR | 3 | 558 | 3 | 468 | 3 | 531 | 0 | 90 | 0.0% | 19.2% | 0 | 27 | 0.0% | 5.1% |
| G4 | EWR-AVL | EWR | 3 | 558 | 3 | 468 | 3 | 531 | 0 | 90 | 0.0% | 19.2% | 0 | 27 | 0.0% | 5.1% |
| G4 | AVL-EYW | EYW | 2 | 312 | 2 | 312 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 312 | - | - |
| G4 | EYW-AVL | EYW | 2 | 312 | 2 | 312 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 312 | - | - |
| G4 | AVL-FLL | FLL | 13 | 2,319 | 9 | 1,494 | 13 | 2,355 | 4 | 825 | 44.4% | 55.2% | 0 | (36) | 0.0% | (1.5%) |
| G4 | FLL-AVL | FLL | 13 | 2,319 | 9 | 1,494 | 13 | 2,355 | 4 | 825 | 44.4% | 55.2% | 0 | (36) | 0.0% | (1.5%) |
| G4 | AVL-HOU | HOU | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 30 | 0.0% | 8.8% | 0 | 18 | 0.0% | 5.1% |
| G4 | HOU-AVL | HOU | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 30 | 0.0% | 8.8% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-LAS | LAS | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | LAS-AVL | LAS | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-MDW | MDW | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | MDW-AVL | MDW | 2 | 372 | 2 | 342 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-MSP | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| G4 | MSP-AVL | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| G4 | AVL-PBI | PBI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | PBI-AVL | PBI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-PGD | PGD | 6 | 1,116 | 6 | 996 | 4 | 726 | 0 | 120 | 0.0% | 12.0% | 2 | 390 | 50.0% | 53.7% |
| G4 | PGD-AVL | PGD | 6 | 1,116 | 6 | 996 | 4 | 726 | 0 | 120 | 0.0% | 12.0% | 2 | 390 | 50.0% | 53.7% |
| G4 | AVL-PHX | PHX | 2 | 372 | 0 | 0 | 0 | 0 | 2 | 372 | - | - | 2 | 372 | - | - |
| G4 | PHX-AVL | PHX | 2 | 372 | 0 | 0 | 0 | 0 | 2 | 372 | - | - | 2 | 372 | - | - |
| G4 | AVL-PIE | PIE | 9 | 1,674 | 8 | 1,368 | 11 | 1,965 | 1 | 368 | 12.5% | 22.4% | (2) | (291) | (18.2%) | (14.8%) |
| G4 | PIE-AVL | PIE | 9 | 1,674 | 8 | 1,368 | 11 | 1,965 | 1 | 368 | 12.5% | 22.4% | (2) | (291) | (18.2%) | (14.8%) |
| G4 | AVL-SFB | SFB | 10 | 1,770 | 8 | 1,338 | 14 | 2,523 | 2 | 432 | 25.0% | 32.3% | (4) | (753) | (28.8%) | (28.8%) |
| G4 | SFB-AVL | SFB | 10 | 1,770 | 8 | 1,338 | 14 | 2,523 | 2 | 432 | 25.0% | 32.3% | (4) | (753) | (28.8%) | (28.8%) |
| G4 | AVL-SRQ | SRQ | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | SRQ-AVL | SRQ | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-VPS | VPS | 1 | 186 | 1 | 156 | 2 | 354 | 0 | 192 | 0.0% | 19.2% | (1) | (168) | (50.0%) | (47.5%) |
| G4 | VPS-AVL | VPS | 1 | 186 | 1 | 156 | 2 | 354 | 0 | 192 | 0.0% | 19.2% | (1) | (168) | (50.0%) | (47.5%) |
| SY | AVL-MSP | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| SY | MSP-AVL | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| UA | AVL-EWR | EWR | 14 | 992 | 14 | 700 | 0 | 0 | 0 | 292 | 0.0% | 41.7% | 14 | 992 | - | - |
| UA | EWR-AVL | EWR | 14 | 992 | 14 | 700 | 0 | 0 | 0 | 292 | 0.0% | 41.7% | 14 | 992 | - | - |
| UA | AVL-IAD | IAD | 0 | 0 | 0 | 0 | 14 | 700 | 0 | 0 | - | - | (14) | (700) | (100.0%) | (100.0%) |
| UA | IAD-AVL | IAD | 0 | 0 | 0 | 0 | 14 | 700 | 0 | 0 | - | - | (14) | (700) | (100.0%) | (100.0%) |
| UA | AVL-ORD | ORD | 21 | 1,414 | 21 | 1,050 | 21 | 1,050 | 0 | 364 | 0.0% | 34.7% | 0 | 364 | 0.0% | 34.7% |
| UA | ORD-AVL | ORD | 21 | 1,414 | 21 | 1,050 | 21 | 1,050 | 0 | 364 | 0.0% | 34.7% | 0 | 364 | 0.0% | 34.7% |
| Total | | | 552 | 83,066 | 504 | 50,728 | 496 | 47,110 | 48 | 12,340 | 9.5% | 24.3% | 58 | 15,956 | 11.3% | 33.9% |

| Mkt/Alt | Travel Period | | Jul 2023 | | Jul 2022 | | Jul 2021 | | 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 | 0 | 0 | 0 | 0 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-AUS | AUS | 0 | 0 | 0 | 0 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-BOS | BOS | 0 | 0 | 1 | 76 | 1 | 76 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | BOS-AVL | BOS | 0 | 0 | 1 | 76 | 1 | 76 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | AVL-CLT | CLT | 48 | 4,859 | 52 | 3,894 | 48 | 2,959 | (4) | 965 | (7.7%) | 24.8% | 0 | 1,900 | 0.0% | 64% |
| AA | CLT-AVL | CLT | 48 | 4,859 | 52 | 3,894 | 48 | 2,959 | (4) | 965 | (7.7%) | 24.8% | 0 | 1,900 | 0.0% | 64% |
| AA | AVL-DCA | DCA | 7 | 532 | 9 | 684 | 7 | 532 | (2) | (152) | (22.2%) | (22.2%) | 0 | 0 | 0.0% | 0.0% |
| AA | DCA-AVL | DCA | 7 | 532 | 9 | 684 | 7 | 532 | (2) | (152) | (22.2%) | (22.2%) | 0 | 0 | 0.0% | 0.0% |
| AA | AVL-DFW | DFW | 15 | 2,176 | 15 | 1,140 | 21 | 1,596 | 0 | 1,036 | 0.0% | 90.9% | (6) | 580 | (29%) | 36% |
| AA | DFW-AVL | DFW | 15 | 2,176 | 15 | 1,140 | 21 | 1,596 | 0 | 1,036 | 0.0% | 90.9% | (6) | 580 | (29%) | 36% |
| AA | AVL-LGA | LGA | 7 | 532 | 1 | 76 | 7 | 521 | 6 | 456 | 600.0% | 600.0% | 0 | 11 | 0% | 2% |
| AA | LGA-AVL | LGA | 7 | 532 | 1 | 76 | 7 | 521 | 6 | 456 | 600.0% | 600.0% | 0 | 11 | 0% | 2% |
| AA | AVL-MIA | MIA | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | MIA-AVL | MIA | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | AVL-ORD | ORD | 14 | 976 | 7 | 532 | 7 | 455 | 7 | 444 | 100.0% | 83.5% | 7 | 521 | 100% | 115% |
| AA | ORD-AVL | ORD | 14 | 976 | 7 | 532 | 7 | 455 | 7 | 444 | 100.0% | 83.5% | 7 | 521 | 100% | 115% |
| AA | AVL-PHL | PHL | 14 | 726 | 7 | 455 | 13 | 676 | 7 | 271 | 100.0% | 59.6% | 1 | 50 | 8% | 7% |
| AA | PHL-AVL | PHL | 14 | 726 | 7 | 455 | 13 | 676 | 7 | 271</ | | | | | | |

| Mkt | AI | Travel Period | | Aug 2023 | | Aug 2022 | | Aug 2021 | | 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 | AVL | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-AUS | AVL | AUS | 0 | 0 | 1 | 76 | 0 | 0 | (1) | (76) | (100.0%) | (100.0%) | 0 | 0 | - | - |
| AA | AVL-BOS | AVL | BOS | 0 | 0 | 1 | 76 | 1 | 76 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | BOS-AVL | BOS | AVL | 0 | 0 | 1 | 76 | 1 | 76 | (1) | (76) | (100.0%) | (100.0%) | (1) | (76) | (100.0%) | (100.0%) |
| AA | AVL-CLT | AVL | CLT | 49 | 4,988 | 49 | 3,632 | 48 | 2,959 | 0 | 1,336 | 0.0% | 36.8% | 1 | 2,009 | 2.1% | 67.9% |
| AA | CLT-AVL | CLT | AVL | 49 | 4,988 | 49 | 3,632 | 48 | 2,959 | 0 | 1,336 | 0.0% | 36.8% | 1 | 2,009 | 2.1% | 67.9% |
| AA | AVL-DCA | AVL | DCA | 7 | 532 | 9 | 673 | 7 | 521 | (2) | (141) | (22.2%) | (21.0%) | 0 | 11 | 0.0% | 2.1% |
| AA | DCA-AVL | DCA | AVL | 7 | 532 | 9 | 673 | 7 | 521 | (2) | (141) | (22.2%) | (21.0%) | 0 | 11 | 0.0% | 2.1% |
| AA | AVL-DFW | AVL | DFW | 14 | 2,026 | 15 | 1,140 | 21 | 1,596 | (1) | 886 | (8.7%) | 77.7% | (7) | 430 | (33.3%) | 26.9% |
| AA | DFW-AVL | DFW | AVL | 14 | 2,026 | 15 | 1,140 | 21 | 1,596 | (1) | 886 | (8.7%) | 77.7% | (7) | 430 | (33.3%) | 26.9% |
| AA | AVL-LGA | AVL | LGA | 7 | 532 | 1 | 76 | 7 | 521 | 6 | 456 | 600.0% | 600.0% | 0 | 11 | 0.0% | 2.1% |
| AA | LGA-AVL | LGA | AVL | 7 | 532 | 1 | 76 | 7 | 521 | 6 | 456 | 600.0% | 600.0% | 0 | 11 | 0.0% | 2.1% |
| AA | AVL-MIA | AVL | MIA | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | MIA-AVL | MIA | AVL | 7 | 532 | 7 | 532 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 532 | - | - |
| AA | AVL-ORD | AVL | ORD | 14 | 976 | 7 | 532 | 7 | 455 | 7 | 444 | 100.0% | 83.5% | 7 | 521 | 100.0% | 114.5% |
| AA | ORD-AVL | ORD | AVL | 14 | 976 | 7 | 532 | 7 | 455 | 7 | 444 | 100.0% | 83.5% | 7 | 521 | 100.0% | 114.5% |
| AA | AVL-PHL | AVL | PHL | 14 | 726 | 7 | 455 | 13 | 665 | 7 | 271 | 100.0% | 59.6% | 1 | 61 | 7.7% | 9.2% |
| AA | PHL-AVL | PHL | AVL | 14 | 726 | 7 | 455 | 13 | 665 | 7 | 271 | 100.0% | 59.6% | 1 | 61 | 7.7% | 9.2% |
| BB | AVL-BOS | AVL | BOS | 7 | 700 | 7 | 700 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 700 | - | - |
| BB | BOS-AVL | BOS | AVL | 7 | 700 | 7 | 700 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 7 | 700 | - | - |
| DL | AVL-ATL | AVL | ATL | 41 | 4,510 | 35 | 3,850 | 34 | 3,672 | 6 | 660 | 17.1% | 17.1% | 7 | 838 | 20.6% | 22.8% |
| DL | ATL-AVL | ATL | AVL | 41 | 4,510 | 35 | 3,850 | 34 | 3,672 | 6 | 660 | 17.1% | 17.1% | 7 | 838 | 20.6% | 22.8% |
| DL | AVL-LGA | AVL | LGA | 13 | 976 | 13 | 939 | 0 | 0 | 0 | 37 | 0.0% | 3.9% | 13 | 976 | - | - |
| DL | LGA-AVL | LGA | AVL | 13 | 976 | 13 | 939 | 0 | 0 | 0 | 37 | 0.0% | 3.9% | 13 | 976 | - | - |
| DL | AVL-MSP | AVL | MSP | 3 | 471 | 1 | 132 | 0 | 0 | 2 | 339 | 200.0% | 256.8% | 3 | 471 | - | - |
| DL | MSP-AVL | MSP | AVL | 3 | 471 | 1 | 132 | 0 | 0 | 2 | 339 | 200.0% | 256.8% | 3 | 471 | - | - |
| G4 | AUS-AVL | AUS | AVL | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-AUS | AVL | AUS | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-BOS | AVL | BOS | 3 | 558 | 4 | 744 | 2 | 354 | (1) | (186) | (25.0%) | (25.0%) | 1 | 204 | 50.0% | 57.6% |
| G4 | BOS-AVL | BOS | AVL | 3 | 558 | 4 | 744 | 2 | 354 | (1) | (186) | (25.0%) | (25.0%) | 1 | 204 | 50.0% | 57.6% |
| G4 | AVL-BWI | AVL | BWI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | BWI-AVL | BWI | AVL | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-DEN | AVL | DEN | 4 | 744 | 4 | 684 | 2 | 354 | 0 | 60 | 0.0% | 8.8% | 2 | 390 | 100.0% | 110.2% |
| G4 | DEN-AVL | DEN | AVL | 4 | 744 | 4 | 684 | 2 | 354 | 0 | 60 | 0.0% | 8.8% | 2 | 390 | 100.0% | 110.2% |
| G4 | AVL-EWR | AVL | EWR | 3 | 558 | 3 | 498 | 4 | 708 | 0 | 60 | 0.0% | 12.0% | (1) | (150) | (25.0%) | (21.2%) |
| G4 | EWR-AVL | EWR | AVL | 3 | 558 | 3 | 498 | 4 | 708 | 0 | 60 | 0.0% | 12.0% | (1) | (150) | (25.0%) | (21.2%) |
| G4 | AVL-EYW | AVL | EYW | 2 | 312 | 2 | 312 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 312 | - | - |
| G4 | EYW-AVL | EYW | AVL | 2 | 312 | 2 | 312 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 312 | - | - |
| G4 | AVL-FLL | AVL | FLL | 13 | 2,319 | 9 | 1,566 | 11 | 1,947 | 4 | 753 | 44.4% | 48.1% | 2 | 372 | 18.2% | 19.1% |
| G4 | FLL-AVL | FLL | AVL | 13 | 2,319 | 9 | 1,566 | 11 | 1,947 | 4 | 753 | 44.4% | 48.1% | 2 | 372 | 18.2% | 19.1% |
| G4 | AVL-HOU | AVL | HOU | 2 | 372 | 2 | 312 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | HOU-AVL | HOU | AVL | 2 | 372 | 2 | 312 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-LAS | AVL | LAS | 2 | 372 | 2 | 312 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | LAS-AVL | LAS | AVL | 2 | 372 | 2 | 312 | 2 | 354 | 0 | 60 | 0.0% | 19.2% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-MDW | AVL | MDW | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | MDW-AVL | MDW | AVL | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-MSP | AVL | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| G4 | MSP-AVL | MSP | AVL | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| G4 | AVL-PBI | AVL | PBI | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | PBI-AVL | PBI | AVL | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-PGD | AVL | PGD | 4 | 744 | 6 | 1,056 | 4 | 726 | (2) | (312) | (33.3%) | (29.5%) | 0 | 18 | 0.0% | 2.5% |
| G4 | PGD-AVL | PGD | AVL | 4 | 744 | 6 | 1,056 | 4 | 726 | (2) | (312) | (33.3%) | (29.5%) | 0 | 18 | 0.0% | 2.5% |
| G4 | AVL-PHX | AVL | PHX | 2 | 372 | 0 | 0 | 0 | 0 | 2 | 372 | - | - | 2 | 372 | - | - |
| G4 | PHX-AVL | PHX | AVL | 2 | 372 | 0 | 0 | 0 | 0 | 2 | 372 | - | - | 2 | 372 | - | - |
| G4 | AVL-PIE | AVL | PIE | 9 | 1,674 | 8 | 1,278 | 9 | 1,593 | 1 | 396 | 12.5% | 31.0% | 0 | 81 | 0.0% | 5.1% |
| G4 | PIE-AVL | PIE | AVL | 9 | 1,674 | 8 | 1,278 | 9 | 1,593 | 1 | 396 | 12.5% | 31.0% | 0 | 81 | 0.0% | 5.1% |
| G4 | AVL-SFB | AVL | SFB | 10 | 1,800 | 7 | 1,242 | 10 | 1,824 | 3 | 558 | 42.9% | 44.9% | 0 | (24) | 0.0% | (1.3%) |
| G4 | SFB-AVL | SFB | AVL | 10 | 1,800 | 7 | 1,242 | 10 | 1,824 | 3 | 558 | 42.9% | 44.9% | 0 | (24) | 0.0% | (1.3%) |
| G4 | AVL-SRQ | AVL | SRQ | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | SRQ-AVL | SRQ | AVL | 2 | 372 | 2 | 372 | 2 | 354 | 0 | 0 | 0.0% | 0.0% | 0 | 18 | 0.0% | 5.1% |
| G4 | AVL-VPS | AVL | VPS | 1 | 186 | 1 | 156 | 2 | 354 | 0 | 30 | 0.0% | 19.2% | (1) | (168) | (50.0%) | (47.5%) |
| G4 | VPS-AVL | VPS | AVL | 1 | 186 | 1 | 156 | 2 | 354 | 0 | 30 | 0.0% | 19.2% | (1) | (168) | (50.0%) | (47.5%) |
| SY | AVL-MSP | AVL | MSP | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| SY | MSP-AVL | MSP | AVL | 2 | 372 | 2 | 372 | 0 | 0 | 0 | 0 | 0.0% | 0.0% | 2 | 372 | - | - |
| UA | AVL-EWR | AVL | EWR | 14 | 986 | 14 | 1,028 | 7 | 350 | 0 | (42) | 0.0% | (4.1%) | 7 | 636 | 100.0% | 181.7% |
| UA | EWR-AVL | EWR | AVL | 14 | 986 | 14 | 1,028 | 7 | 350 | 0 | (42) | 0.0% | (4.1%) | 7 | 636 | 100.0% | 181.7% |
| UA | AVL-IAD | AVL | IAD | 0 | 0 | 0 | 0 | 21 | 1,232 | 0 | 0 | - | - | (21) | (1,232) | (100.0%) | (100.0%) |
| UA | IAD-AVL | IAD | AVL | 0 | 0 | 0 | 0 | 21 | 1,232 | 0 | 0 | - | - | (21) | (1,232) | (100.0%) | (100.0%) |
| UA | AVL-ORD | AVL | ORD | 14 | 1,064 | 14 | 700 | 28 | 1,582 | 0 | 364 | 0.0% | 52.0% | (14) | (518) | (50.0%) | (32.7%) |
| UA | ORD-AVL | ORD | AVL | 14 | 1,064 | 14 | 700 | 28 | 1,582 | 0 | 364 | 0.0% | 52.0% | (14) | (518) | (50.0%) | (32.7%) |
| Total | | | | 546 | 63,228 | 496 | 50,610 | 504 | 47,934 | 60 | 12,618 | 12.3% | 24.9% | 42 | 15,294 | 8.3% | 31.9% |





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: May 12, 2023

ITEM DESCRIPTION – Information Section Item B

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

SUMMARY

Operating Revenues for the month of March were \$2,027,727, 19.8% over budget. Operating Expenses for the month were \$926,762, 20.9% under budget. As a result, Net Operating Revenues before Depreciation were \$1,100,965. Net Non-Operating Revenues were \$650,855, which includes \$819,897 in 2022A Bond interest expense to be paid from the Bond Capitalized Interest account semi-annually.

Year-to-date Operating Revenues were \$17,822,756, 17.0% over budget. Year-to-date Operating Expenses were \$8,939,073, 17.8% under budget. Year-to-date Net Operating Revenues before Depreciation were \$8,883,683. Net Non-Operating Revenues for the year were \$7,198,055.

REVENUES

Significant variations to budget for March were:

| | | | |
|-------------------------------|------------|----------|--|
| Term space rentals – airlines | \$24,200 | 9.47% | Enplanements over budget |
| Landing fees | \$28,085 | 16.13% | Landings over budget |
| Concessions | \$45,009 | 84.62% | Advertising and food sales over budget |
| Auto parking | \$222,630 | 35.62% | Parking higher than anticipated |
| Rental car rentals | (\$37,070) | (11.12%) | Car rentals dropped during month |
| FBOs | \$19,550 | 20.47% | Rent increase |
| Other leases and fees | \$18,443 | 78.82% | Sale of timber |

Information Section – Item B



EXPENSES

Significant variations to budget for March were:

| | | | |
|----------------------------|------------|----------|---|
| Professional services | \$25,448 | 62.78% | Strategic plan consultant invoice |
| Other contractual services | (\$94,231) | (56.54%) | Minimal invoicing during month |
| Operating supplies | \$11,180 | 27.30% | Replacement cameras in garage |
| Promotional activities | (\$24,116) | (87.94%) | Limited promotional activities during month |
| Repairs and maintenance | \$22,529 | 139.93% | Gate repairs – previously reimbursed by insurance |
| Business development | \$13,286 | 53.14% | Jet Blue equipment |

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$1.4M mostly due to receipt of Grant funding.

Grants Receivable – Grants Receivable decreased by \$400K due to receipt of AIP grant funding.

Construction in Progress – Construction in Progress increased by \$3.1M mostly due to the terminal construction project.

Property and Equipment, Net – Property and Equipment, Net decreased by \$455K due to depreciation.

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

| <u>Institution:</u> | <u>Interest Rate</u> | <u>Investment Amount</u> | <u>Monthly Interest</u> |
|---|---------------------------------|-------------------------------------|------------------------------------|
| Bank of America - Operating Account | 1.60% | \$ 8,486,707 | 15,156 |
| NC Capital Management Trust - Cash Portfolio | | 20,974,545 | 80,980 |
| Petty Cash | | 200 | |
| <u>Restricted Cash:</u> | | | |
| Bank of America - PFC Revenue Account | 1.60% | 16,273,527 | 26,178 |
| BNY Mellon | | 1,112,779 | |
| NC Capital Mgt Trust - 2022A Construction | | 155,506,647 | 600,111 |
| NC Capital Mgt Trust - 2022A Parity Reserve | | 13,733,120 | 53,022 |
| NC Capital Mgt Trust - 2022A Capitalized Interest | | 24,692,524 | 95,618 |
| Total | | <u>\$ 240,780,049</u> | <u>\$ 871,065</u> |

Investment Diversification:

| | |
|-----------------------------|-------------|
| Banks | 11% |
| NC Capital Management Trust | 89% |
| 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, 2023**

| | Current Month | Prior Period |
|---|--------------------------|-------------------------|
| Cash and Investments Beginning of Period | \$ 239,333,129 | \$ 237,528,716 |
| Net Income/(Loss) Before Capital Contributions | 1,296,043 | 2,486,880 |
| Depreciation | 455,777 | 455,777 |
| Decrease/(Increase) in Receivables | 53,371 | 1,263,335 |
| Increase/(Decrease) in Payables | 942,705 | 872,345 |
| Decrease/(Increase) in Prepaid Expenses | - | (48,838) |
| Decrease/(Increase) in Fixed Assets | (3,143,201) | (3,453,387) |
| Principal Payments of Bond Maturities | - | - |
| Capital Contributions | 1,842,225 | 228,301 |
| Forfeiture Funding Increase | - | - |
| Prior period adjustment - Bond insurance | - | - |
| Increase(Decrease) in Cash | 1,446,920 | 1,804,413 |
| Cash and Investments End of Period | \$ 240,780,049 | \$ 239,333,129 |

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

| | Current Month | Last Month |
|---|--------------------------|-----------------------|
| <u>ASSETS</u> | | |
| Current Assets: | | |
| Unrestricted Net Assets: | | |
| Cash and Cash Equivalents | \$29,461,452 | \$29,299,609 |
| Accounts Receivable | 735,043 | 489,326 |
| Passenger Facility Charges Receivable | 385,000 | 275,000 |
| Refundable Sales Tax Receivable | 265,757 | 241,345 |
| Grants Receivable | 807,492 | 1,240,992 |
| Prepaid Expenses | 6,795,972 | 6,795,972 |
| GASB 87 Short-term Lease Receivable | 1,624,751 | 1,624,751 |
| Total Unrestricted Assets | 40,075,467 | 39,966,995 |
| Restricted Assets: | | |
| Cash and Cash Equivalents | 211,318,597 | 210,033,520 |
| Total Restricted Assets | 211,318,597 | 210,033,520 |
| Total Current Assets | 251,394,064 | 250,000,515 |
| Noncurrent Assets: | | |
| Construction in Progress | 60,998,300 | 57,855,099 |
| Net Pension Asset - LGERS | (689,136) | (689,136) |
| Benefit Payment - OPEB | 477,830 | 477,830 |
| Contributions in Current Year | 1,401,569 | 1,401,569 |
| GASB 87 Long-term Lease Receivable | 16,387,282 | 16,387,282 |
| Property and Equipment - Net | 169,812,089 | 170,267,866 |
| Total Noncurrent Assets | 248,387,934 | 245,700,510 |
| | \$499,781,998 | \$495,701,025 |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| Current Liabilities: | | |
| Payable from Unrestricted Assets: | | |
| Accounts Payable & Accrued Liabilities | \$4,548 | \$14,669 |
| Customer Deposits | 88,018 | 88,018 |
| Unearned Revenue | 556,521 | 450,768 |
| Construction Contract Retainages | 715,740 | 715,740 |
| Revenue Bond Payable - Current | 1,375,000 | 1,375,000 |
| GASB 87 Short-term Deferred Revenue | 2,257,607 | 2,257,607 |
| Interest Payable | 2,541,215 | 1,694,141 |
| Total Payable from Unrestricted Assets | 7,538,649 | 6,595,943 |
| Total Current Liabilities | 7,538,649 | 6,595,943 |
| Noncurrent Liabilities: | | |
| Pension Deferrals - OPED | 208,860 | 208,860 |
| Other Postemployment Benefits | 2,616,865 | 2,616,865 |
| Compensated Absences | 655,090 | 655,090 |
| Net Pension Obligation-LEO Special Separation Allowance | 654,955 | 654,955 |
| GASB 87 Long-term Deferred Revenue | 16,011,357 | 16,011,357 |
| Revenue Bond Payable - 2016 - Noncurrent | 12,270,000 | 12,270,000 |
| Revenue Bond Payable - 2022A - Noncurrent | 196,939,329 | 196,939,329 |
| Revenue Bond 2022A Issue Costs | 0 | 0 |
| Total Noncurrent Liabilities | 229,356,456 | 229,356,456 |
| Total Liabilities | 236,895,105 | 235,952,399 |
| Net Assets: | | |
| Invested in Capital Assets | 217,165,389 | 214,477,965 |
| Restricted | 211,318,597 | 210,033,520 |
| Unrestricted | (165,597,093) | (164,762,859) |
| Total Net Assets | 262,886,893 | 259,748,626 |
| | \$499,781,998 | \$495,701,025 |



Income Statement

Through 03/31/23

Summary Listing

| Classification | MTD Actual Amount | YTD Actual Amount | YTD Budget Amount | YTD Variance | Annual Budget Amount | Budget Less YTD Actual |
|---|-----------------------|------------------------|------------------------|-----------------------|-------------------------|---------------------------|
| Fund Category Governmental Funds | | | | | | |
| Fund Type General Fund | | | | | | |
| Fund 10 - General Fund | | | | | | |
| <i>Operating revenues</i> | | | | | | |
| Terminal space rentals - non airline | 25,078.89 | 224,436.73 | 224,551.50 | (114.77) | 299,402.00 | 74,965.27 |
| Terminal space rentals - airline | 279,723.88 | 2,506,788.51 | 2,299,713.00 | 207,075.51 | 3,066,284.00 | 559,495.49 |
| Landing fees | 202,230.87 | 1,695,171.19 | 1,567,316.25 | 127,854.94 | 2,089,755.00 | 394,583.81 |
| Concessions | 98,196.49 | 805,289.86 | 478,687.50 | 326,602.36 | 638,250.00 | (203,878.86) |
| Auto parking | 847,630.14 | 6,972,073.22 | 5,625,000.00 | 1,347,073.22 | 7,500,000.00 | 564,765.78 |
| Rental car - car rentals | 296,263.53 | 3,201,557.42 | 3,000,000.00 | 201,557.42 | 4,000,000.00 | 798,442.58 |
| Rental car - facility rent | 61,871.73 | 553,760.87 | 550,136.25 | 3,624.62 | 733,515.00 | 179,754.13 |
| Commerce ground transportation | 26,147.99 | 259,101.41 | 157,500.00 | 101,601.41 | 210,000.00 | (49,101.41) |
| FBOs | 115,068.46 | 1,003,612.74 | 859,662.00 | 143,950.74 | 1,146,216.00 | 142,603.26 |
| Building leases | 4,306.15 | 37,922.97 | 35,988.75 | 1,934.22 | 47,985.00 | 10,062.03 |
| Land leases | 29,365.79 | 271,260.19 | 219,991.50 | 51,268.69 | 293,322.00 | 22,061.81 |
| Other leases and fees | 41,842.88 | 291,780.25 | 210,600.00 | 81,180.25 | 280,800.00 | (10,980.25) |
| <i>Operating revenues Totals</i> | \$2,027,726.80 | \$17,822,755.36 | \$15,229,146.75 | \$2,593,608.61 | \$20,305,529.00 | \$2,482,773.64 |
| <i>Non-operating revenue and expense</i> | | | | | | |
| Customer facility charges | 160,939.00 | 1,562,869.50 | 1,500,000.00 | 62,869.50 | 2,000,000.00 | 437,130.50 |
| Passenger facility charges | 478,375.17 | 3,028,580.13 | 2,250,000.00 | 778,580.13 | 3,000,000.00 | (28,580.13) |
| ARPA grant | .00 | 5,507,401.56 | .00 | 5,507,401.56 | .00 | (5,507,401.56) |
| Interest revenue | 871,065.31 | 5,565,905.54 | 18,750.00 | 5,547,155.54 | 25,000.00 | (5,540,905.54) |
| Interest expense | (847,074.58) | (8,443,551.29) | .00 | (8,443,551.29) | .00 | 8,443,551.29 |
| Bond expense | (12,500.00) | (32,300.00) | .00 | (32,300.00) | .00 | 32,300.00 |
| P-card rebate | .00 | 6,299.91 | .00 | 6,299.91 | .00 | (6,299.91) |
| Miscellaneous | 50.00 | 2,850.00 | .00 | 2,850.00 | .00 | (2,850.00) |
| <i>Non-operating revenue and expense Totals</i> | \$650,854.90 | \$7,198,055.35 | \$3,768,750.00 | \$3,429,305.35 | \$5,025,000.00 | (\$2,173,055.35) |
| Capital contributions | 1,842,225.00 | 14,326,724.63 | .00 | 14,326,724.63 | .00 | (14,326,724.63) |
| <i>Operating expenses</i> | | | | | | |



Income Statement

Through 03/31/23

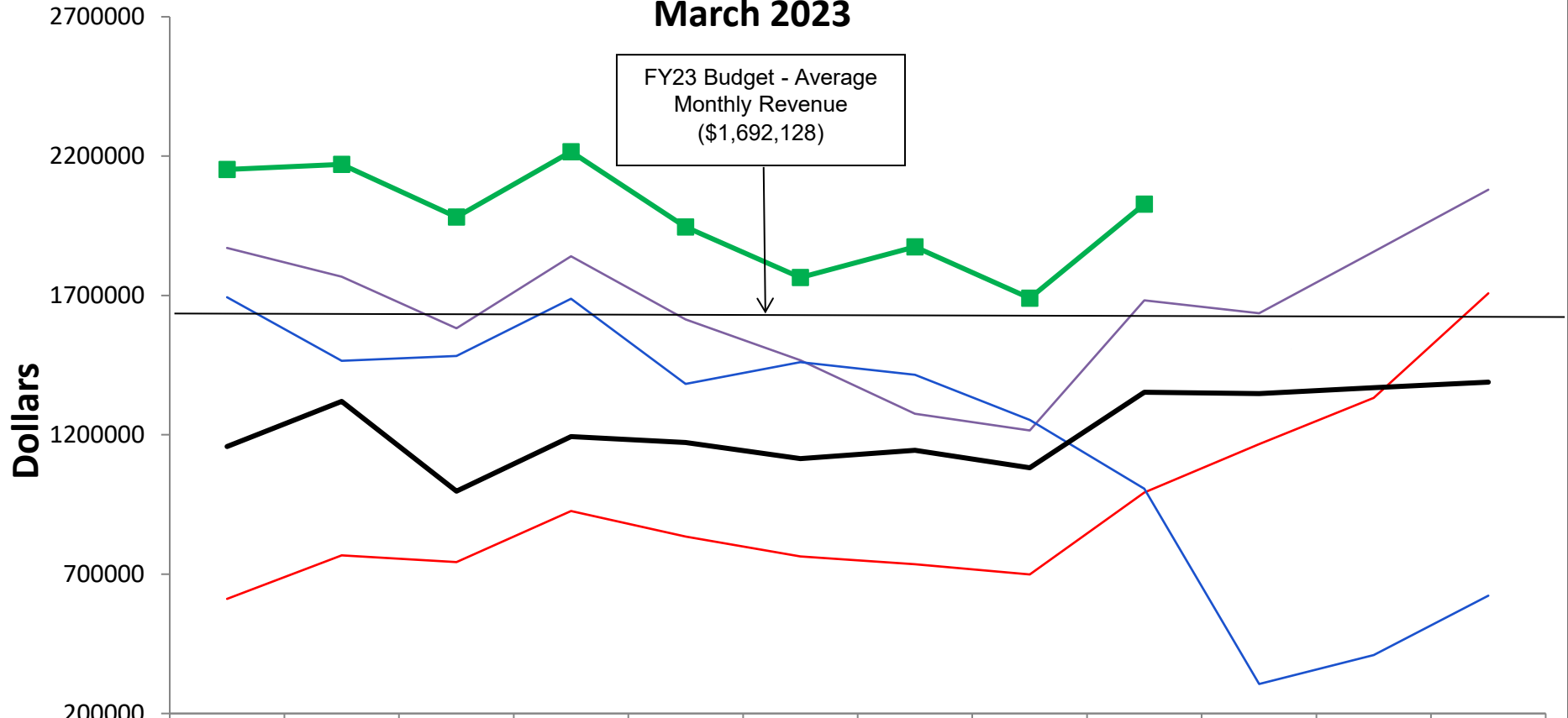
Summary Listing

| Classification | MTD Actual Amount | YTD Actual Amount | YTD Budget Amount | YTD Variance | Annual Budget Amount | Budget Less YTD Actual |
|--|-----------------------|------------------------|------------------------|-------------------------|-------------------------|---------------------------|
| Personnel services | 587,551.98 | 5,497,615.81 | 6,797,202.75 | (1,299,586.94) | 9,062,937.00 | 3,565,321.19 |
| Professional services | 65,980.90 | 236,598.71 | 364,800.00 | (128,201.29) | 486,400.00 | 249,801.29 |
| Other contractual services | 72,421.33 | 1,372,386.41 | 1,499,872.50 | (127,486.09) | 1,999,830.00 | 627,443.59 |
| Travel and training | 10,938.84 | 96,346.10 | 166,297.50 | (69,951.40) | 221,730.00 | 125,383.90 |
| Communiations | 3,546.82 | 29,052.76 | 43,650.00 | (14,597.24) | 58,200.00 | 29,147.24 |
| Utility services | 38,404.47 | 314,870.34 | 366,950.25 | (52,079.91) | 489,267.00 | 174,396.66 |
| Rentals and leases | 1,637.07 | 18,274.94 | 14,032.50 | 4,242.44 | 18,710.00 | 435.06 |
| Insurance | 538.00 | 331,209.68 | 334,400.00 | (3,190.32) | 334,400.00 | 3,190.32 |
| Advertising, printing and binding | 1,120.45 | 5,448.42 | 8,587.50 | (3,139.08) | 11,450.00 | 6,001.58 |
| Promotional activities | 3,306.87 | 138,767.73 | 246,806.25 | (108,038.52) | 329,075.00 | 190,307.27 |
| Other current charges and obligations | 4,709.29 | 58,575.87 | 62,456.25 | (3,880.38) | 83,275.00 | 24,699.13 |
| Operating supplies | 52,138.64 | 360,754.24 | 368,625.00 | (7,870.76) | 491,500.00 | 130,745.76 |
| Publications, subscriptions, memberships, etc. | 1,694.34 | 57,374.81 | 54,903.75 | 2,471.06 | 73,205.00 | 15,830.19 |
| Repairs and maintenance | 38,629.19 | 163,655.78 | 144,900.00 | 18,755.78 | 193,200.00 | 29,544.22 |
| Small equipment | 5,857.65 | 77,647.74 | 65,625.00 | 12,022.74 | 87,500.00 | 9,852.26 |
| Contingency | .00 | .00 | 75,000.00 | (75,000.00) | 100,000.00 | 100,000.00 |
| Emergency repairs | .00 | 78,403.74 | 37,500.00 | 40,903.74 | 50,000.00 | (28,403.74) |
| Business development | 38,286.00 | 88,675.65 | 225,000.00 | (136,324.35) | 300,000.00 | 211,324.35 |
| Bad debt expense | .00 | 13,414.54 | .00 | 13,414.54 | .00 | (13,414.54) |
| <i>Operating expenses Totals</i> | <u>\$926,761.84</u> | <u>\$8,939,073.27</u> | <u>\$10,876,609.25</u> | <u>(\$1,937,535.98)</u> | <u>\$14,390,679.00</u> | <u>\$5,451,605.73</u> |
| <i>Depreciation</i> | | | | | | |
| Depreciation | 455,777.00 | 4,101,993.00 | .00 | 4,101,993.00 | .00 | (4,101,993.00) |
| <i>Depreciation Totals</i> | <u>\$455,777.00</u> | <u>\$4,101,993.00</u> | <u>\$0.00</u> | <u>\$4,101,993.00</u> | <u>\$0.00</u> | <u>(\$4,101,993.00)</u> |
| Grand Totals | | | | | | |
| REVENUE TOTALS | 4,520,806.70 | 39,347,535.34 | 18,997,896.75 | 20,349,638.59 | 25,330,529.00 | (14,017,006.34) |
| EXPENSE TOTALS | 1,382,538.84 | 13,041,066.27 | 10,876,609.25 | 2,164,457.02 | 14,390,679.00 | 1,349,612.73 |
| Grand Total Net Gain (Loss) | <u>\$3,138,267.86</u> | <u>\$26,306,469.07</u> | <u>\$8,121,287.50</u> | <u>\$18,185,181.57</u> | <u>\$10,939,850.00</u> | <u>\$15,366,619.07</u> |

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

March 2023

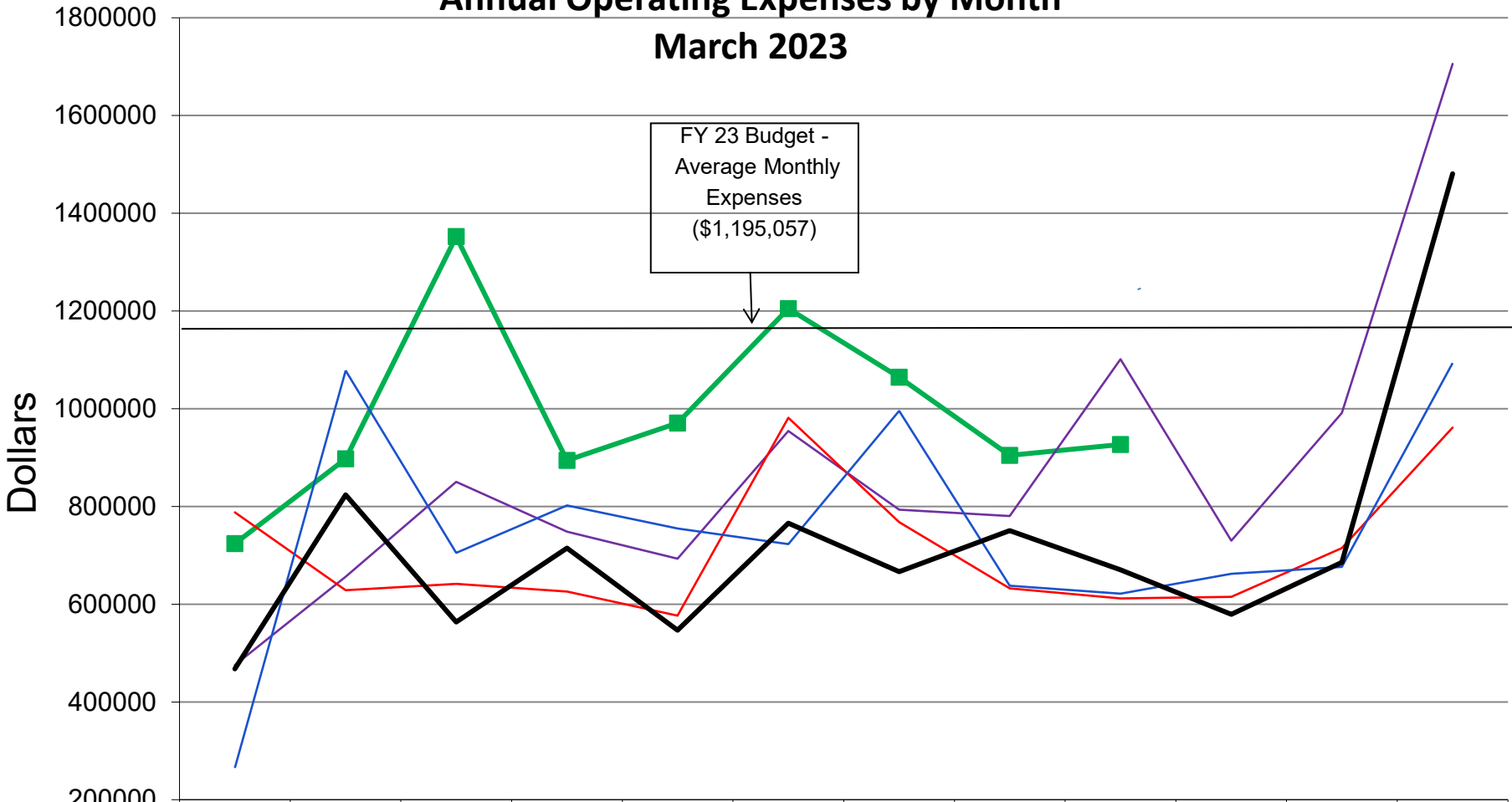


FY23 Budget - Average
Monthly Revenue
(\$1,692,128)

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

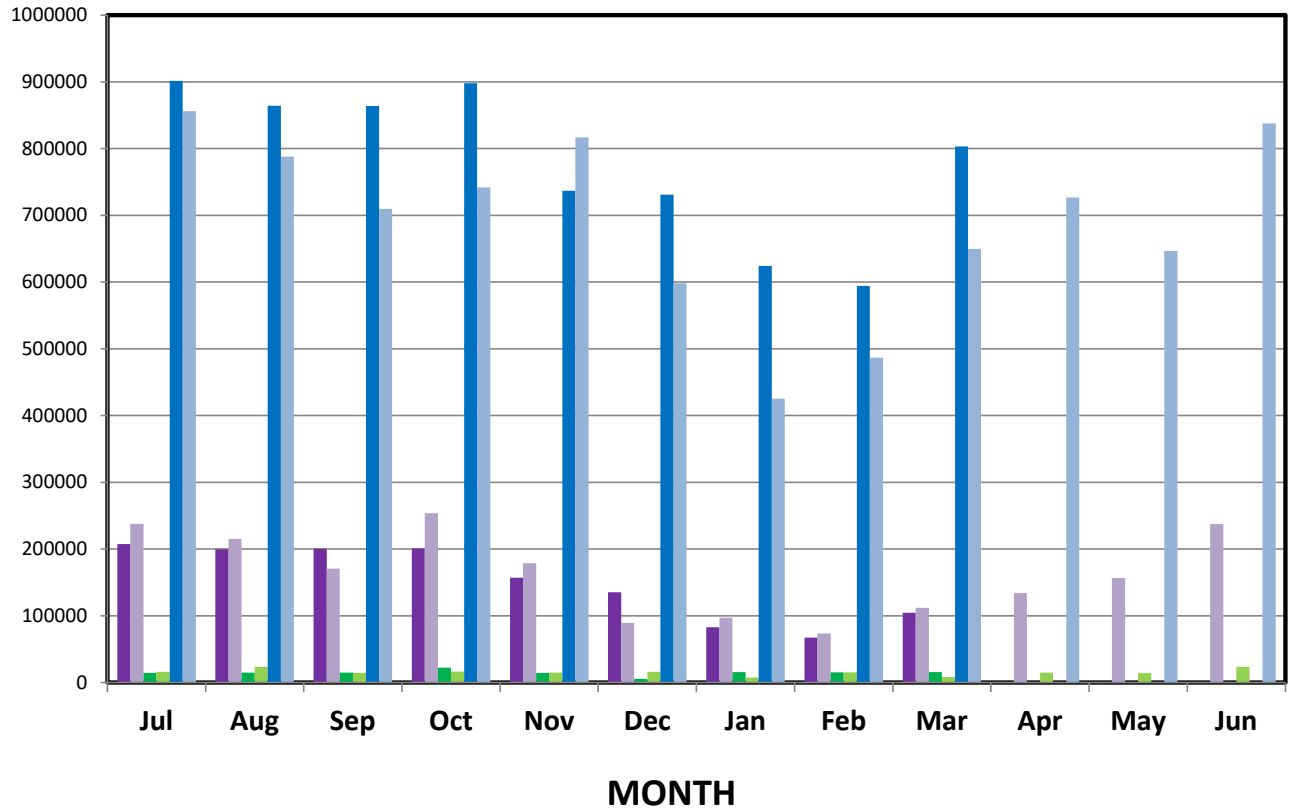
March 2023



| | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN |
|------|--------|---------|---------|--------|--------|---------|---------|--------|---------|--------|--------|---------|
| 2023 | 723941 | 897398 | 1352214 | 894073 | 970953 | 1204680 | 1064287 | 904765 | 926762 | | | |
| 2022 | 475489 | 656101 | 850419 | 748420 | 692984 | 954472 | 793428 | 780593 | 1101373 | 730109 | 991519 | 1705678 |
| 2021 | 788272 | 628561 | 641559 | 625891 | 576630 | 981507 | 768156 | 632342 | 611610 | 614830 | 714835 | 961373 |
| 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 2023**

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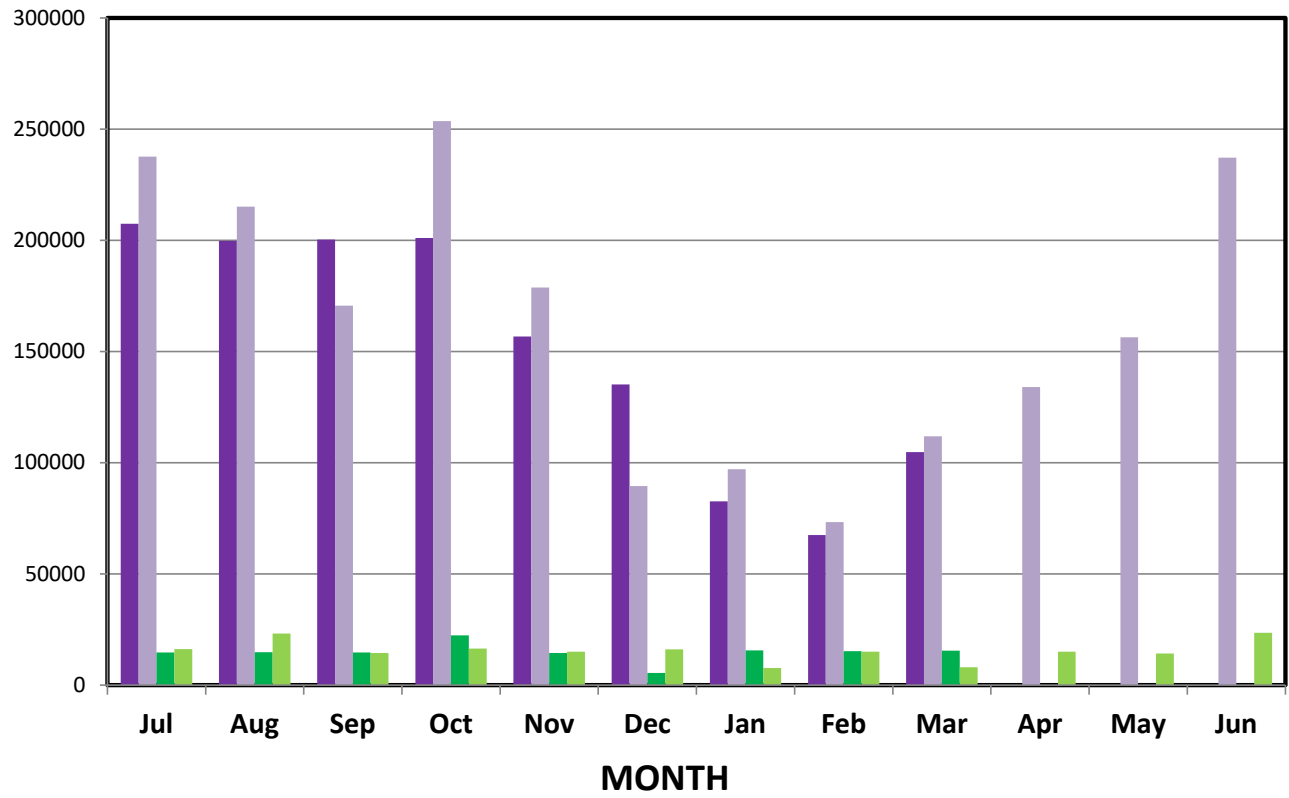


■ Jet A FY23
 ■ Jet A FY22
 ■ 100LL - FY23
 ■ 100LL - FY22
 ■ Airlines - FY23
 ■ Airline - FY22

Jet A - 104,735 Gallons
 100LL - 15,542 Gallons
 Airline - 803,435 Gallons

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

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- Jet A - FY23
- Jet A - FY22
- 100LL - FY23
- 100LL - FY22

Jet A - 104,735 Gallons
100LL - 15,542 Gallons

Greater Asheville Regional Airport Authority
Construction Project Report - May 2023

Design Phase

| Project Number | Project Name | Project Description | Professional Services Consultant | Professional Services Contract | General Contractor | Original Construction Contract | Change Orders (thru 05/01/2023) | Percent of Original Contract | Board Approved Project Cost | Percent Complete | Expensed to Date (thru 05/01/2023) | Start Date | End Date | Current Project Status (as of 05/01/2023) |
|----------------|----------------------------------|---|------------------------------------|--------------------------------|--------------------|--------------------------------|---------------------------------|------------------------------|-----------------------------|------------------|------------------------------------|------------|----------|---|
| 1 | Terminal Building Renovations | Phase 2 - Terminal Building Modernization Design | Gresham Smith | \$12,608,794.00 | N/A | N/A | \$7,612,602.00 | 60.4% | \$20,221,396 | 69.2% | \$14,002,338 | Nov-19 | Dec-24 | CA services continues. |
| 2 | Terminal Building Renovations | Program Management Services | Parsons Transportation Group, Inc. | \$1,329,368.36 | N/A | N/A | \$0.00 | 0.0% | \$1,329,368 | 47.5% | \$632,111 | May-22 | Dec-26 | Project management in process. |
| 3 | Air Traffic Control Tower | Design new facility | Pond Company | \$4,157,923.00 | N/A | N/A | \$661,133.00 | 15.9% | \$4,819,056 | 69.3% | \$3,337,564 | Mar-21 | Jun-24 | Project management in process. |
| 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 | 100.0% | \$25,000 | Jun-21 | Mar-23 | Project completed and will removed next report. |
| 5 | Rehabilitate South GA Apron | Design apron rehabilitation | Parrish and Partners | \$565,432.00 | N/A | N/A | \$0.00 | 0.0% | \$565,432 | 96.6% | \$546,463 | Jun-21 | Dec-22 | Project management in process. |
| 6 | Airport Master Plan | Update current Master Plan | CHA | \$989,004.00 | N/A | N/A | \$0.00 | 0.0% | \$989,004 | 56.2% | \$556,050 | Jul-21 | Dec-23 | Working Paper #3 is in process. |
| 7 | Stormwater Drainage Improvements | Identify deficiencies and design stormwater improvements | AVCON | \$205,000.00 | N/A | N/A | \$0.00 | 0.0% | \$205,000 | 91.2% | \$187,040 | Jan-22 | Mar-23 | Remaining Engineer items to close out project to be submitted. |
| 8 | South Parking Lot | Enabling Pre-Construction work including design, tree removal and clearing. | AVCON | \$374,976.00 | N/A | N/A | \$0.00 | 0.0% | \$374,976 | 30.1% | \$115,710 | Jan-23 | Apr-23 | Pre-bid meeting held May 4, 2023 with bid opening scheduled for May 23, 2023. |

Construction Phase

| Project Number | Project Name | Project Description | Professional Services Consultant | Professional Services Contract | General Contractor | Original Construction Contract | Change Orders (thru 05/01/2023) | Percent of Original Contract | Board Approved Project Cost | Percent Complete | Expensed to Date (thru 05/01/2023) | Start Date | End Date | Current Project Status (as of 05/01/2023) |
|----------------|--|---|----------------------------------|--------------------------------|-------------------------|--------------------------------|---------------------------------|------------------------------|-----------------------------|------------------|------------------------------------|------------|----------|---|
| 1 | Terminal Building Modernization - CMR Construction | CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165 | Gresham Smith | Construction Cost | Hensel Phelps | \$345,792,821.00 | \$0 | 0.00% | \$345,792,821.00 | 5.18% | \$17,910,150 | Jan-22 | Dec-24 | CEP precast is fully assembled with finishing work scheduled. Temp South Holdroom will be open for passengers week of May 11, 2023. |
| 2 | Rehabilitate South GA Apron | Removal and replacement of pavement on South GA Apron | Parrish and Partners | Construction Cost | Independence Excavating | \$6,746,800 | \$0 | 0.00% | \$7,421,480 | 73.6% | \$4,968,429 | May-22 | Dec-22 | Contractor completed some of the punch list items in April 2023. Followup items of punch list to be done in May 2023. |
| 3 | Stormwater Improvements | Repair areas on property to drain efficiently | AVCON Inc. | Construction Cost | Nassiri Development | \$772,980 | \$0 | 0.00% | \$795,278.00 | 100.0% | \$641,714 | Oct-22 | Mar-23 | Minor punchlist items to complete. This will be removed next report. |
| 4 | Air Traffic Control Tower | Construction of ATCT and Base Building Facility | Pond | Construction Cost | J Kokolakis Contracting | \$44,344,052.00 | \$0.00 | 0.00% | \$46,561,255.00 | 1.9% | \$843,044.00 | Dec-22 | Jun-24 | ATCT pier foundations and sitework are underway. |
| 5 | South Parking Lot | Enabling Pre-Construction work including tree removal, clearing, seeding and mulch. | AVCON | Construction Cost | Multiple Companies | \$200,000.00 | \$0.00 | 0.00% | \$200,000.00 | 6.1% | \$12,128 | Jan-23 | Apr-23 | Administrative costs of long lead items and permit fees. Bid opening will be held May 23rd. |

*(bal of approved contract)

Key strategic priorities

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

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