



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, June 9, 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 INTRODUCTION
- III. SERVICE RECOGNITION AWARD:
 - A. George H. Erwin, Jr.
- IV. PRESENTATIONS:
 - A. Strategic Plan Update – Steer Davies and Gleave, Inc. ([document](#))
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority May 12, 2023 Regular Meeting Minutes ([document](#))
 - B. Approval of Resolution Accepting Grants ([document](#))
 - C. Approval of Amendment to the FY22/23 Budget ([document](#))
- VII. OLD BUSINESS:
 - A. Public Hearing and Adoption of Ordinance No. 202301 Establishing Rules and Regulations of the Asheville Regional Airport ([document](#))



VIII. NEW BUSINESS:

- A. Award of Contract with Tennoca Construction Company for South Parking Lot ([document](#))

IX. PRESIDENT'S REPORT:

- A. Conserving Carolina Grant
- B. Airport Security Worker Screening

X. INFORMATION SECTION:

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

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

XI. PUBLIC AND TENANTS' COMMENTS

XII. CALL FOR NEXT MEETING: July 14, 2023

XIII. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3), (4) and (6) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege 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, and to Consider Personnel Matters.



XIV. AUTHORITY MEMBER REPORTS:

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

XV. ADJOURNMENT

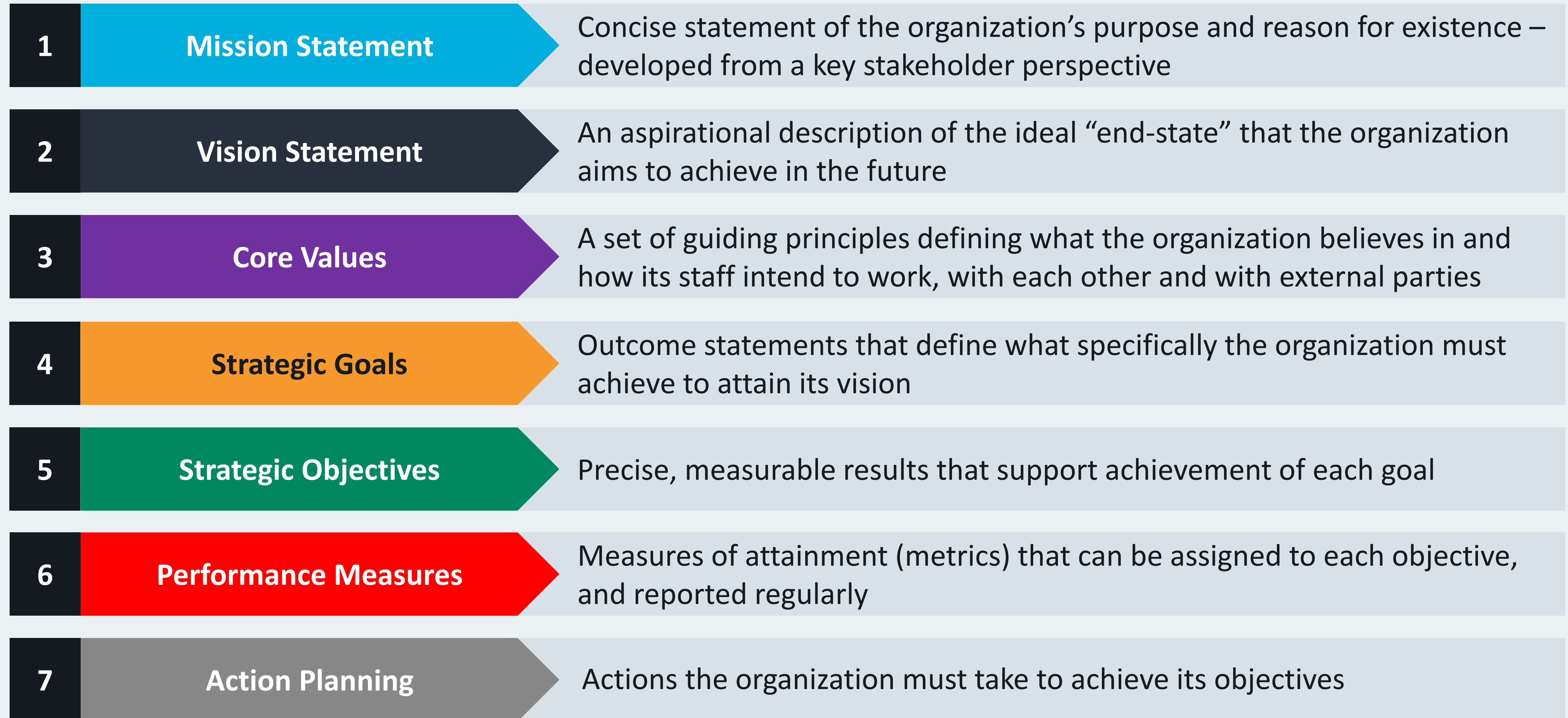
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Strategic Plan Airport Authority Board

June 2023
Asheville Regional Airport

steer

Strategic Plan's Key Elements



Strategic Planning Process

Mission, Vision, Core Values, Strategic Goals and Objectives (Public version of the plan)

- Meeting with Airport Authority Board
- Discussions with Leadership Team
- Focus Groups with Authority Staff

Excellent input from staff at all levels. Decision made to replace the current Mission/Vision from 2016 with statements that reflect the airport's new position and future. The Core Values were also updated. The Strategic Goals and Objectives align with the challenging path of the airport and its development program.

Performance Measures and Action Planning (Management's scorecard and playbook for implementation)

- Framework in place, teams identified
- Implementation Summer and Fall 2023

Leadership team has tailored and embraced the process.



Public version of the Strategic Plan will “tell the story” of the Asheville Regional Airport, including the terminal modernization, the airport’s economic impact, and the role it plays as the gateway to Western Carolina.

Mission and Vision – What and Why

	Mission	Vision
Definition	Concise, simple statement of the organization’s fundamental purpose and reason for existence – developed from a key stakeholder perspective	An aspirational description of the ideal “end-state” that the organization aims to achieve in the future
Why we need it	<ul style="list-style-type: none">• Provides a clear sense of identity and purpose for the organization – it describes “who we are”, what we do, and why we do it• Provides a common source of motivation and sense of belonging for staff at all levels in the organization	<ul style="list-style-type: none">• Provides common direction for the organization, and a focus for defining and coordinating effort• Provides foundation for goals and objectives• Helps prioritize actions, and to differentiate the important from the unimportant• Energizes and excites the organization by providing something aspirational, challenging and worthwhile to work towards.

Mission

To champion exceptional experiences and economic vitality

Vision

An authentic and convenient gateway for 4 million adventurers

Identifies AVL's central challenges for the next [5 – 10] years:

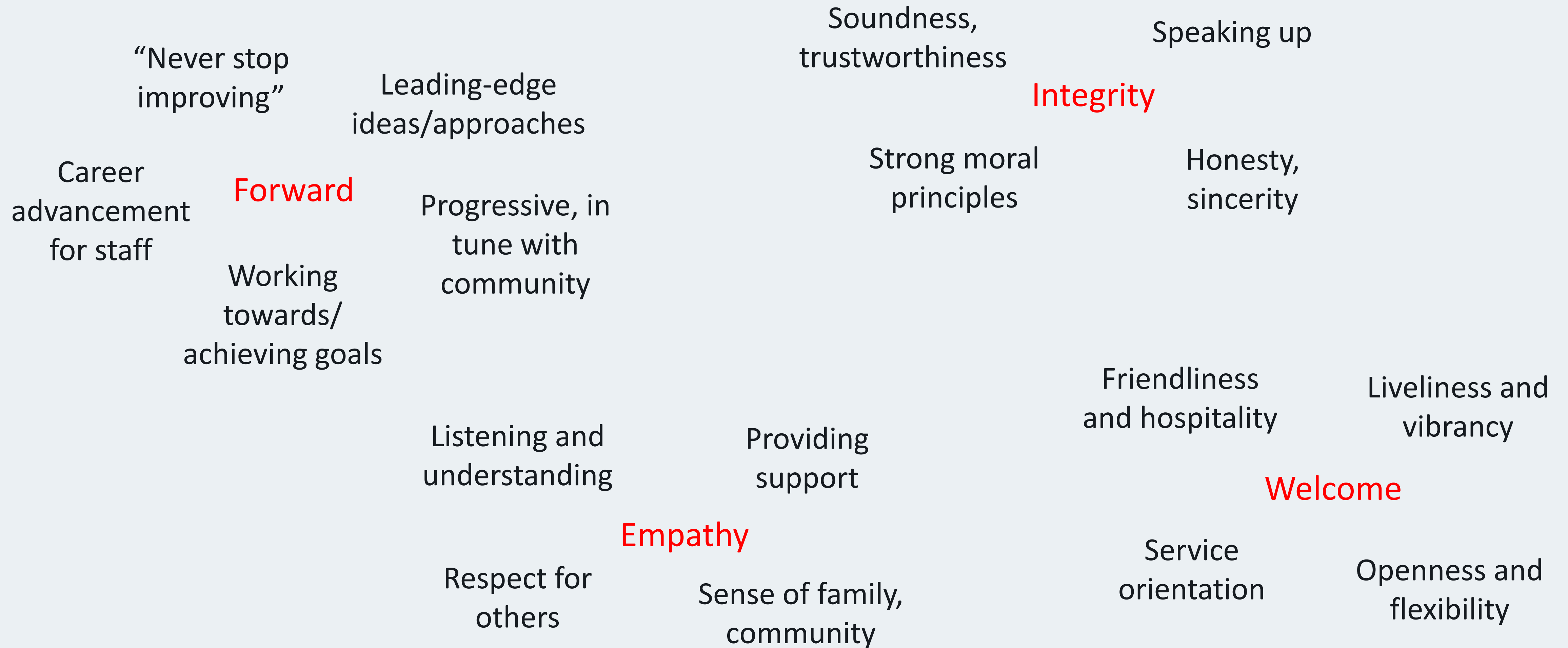
- Meet anticipated growth in demand, from visitors seeking adventures in Western North Carolina and from residents seeking adventures elsewhere
- ...while continuing to provide the easy, seamless experience typical of a smaller airport
- ...and retaining distinctive local character

Core Values

A set of guiding principles defining what the organization believes in and how its staff intend to work, with each other and with external parties (e.g., its DNA or culture).

During discussions with the Leadership Team, a decision was made to replace the Core Values as well. This is further evidence that the team has embraced the plan.

Core Values – Schematic with Themes



Strategic Goals and Objectives – What and Why

	Strategic Goals	Strategic Objectives
Definition	High-level statements that define what specifically an organization must achieve to attain its Vision	Specific initiatives aimed to achieve measurable outcomes, which directly support the achievement of individual strategic goals.
Why we need them	<ul style="list-style-type: none">• They provide a framework of key outcomes and priorities, a common “playbook” for the whole organization• Without overarching goals, effort tends to be fragmented, project focused, and uncoordinated• They provide the “why” that gives “big-picture” relevance and direction to more detailed strategic objectives and plans.	<ul style="list-style-type: none">• Define the specific means to achieve strategic goals• Create the foundation for specific action plans coordinating effort across the organization and providing means to monitor progress.

Strategic Goals

- 1. Optimize customer experience**
- 2. Reinvent the AVL organization**
- 3. Deliver safe and effective operations**
- 4. Secure financial stability**

Strategic Goals and Objectives

GOAL 1: OPTIMIZE CUSTOMER EXPERIENCE

- 1A: Design and implement superior experience for four million passengers
- 1B: Optimize user experience throughout development period

GOAL 2: REINVENT THE AVL ORGANIZATION

- 2A: Redesign organization to optimize effectiveness
- 2B: Invest in development of staff

GOAL 3: DELIVER SAFE AND EFFECTIVE OPERATIONS

- 3A: Maintain safety and efficiency during growth and development
- 3B: Transform operations with technology

GOAL 4: SECURE FINANCIAL STABILITY

- 4A: Retain air service and manage future growth
- 4B: Increase per passenger non-aeronautical revenue
- 4C: Manage operating expense ratios

What's Next?

1. Development of public-facing version of the plan.
2. Continued implementation of plan with identification of performance measures and action planning.

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

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	81,093	15.3%	284,425	25.0%
Aircraft Operations				
* Commercial	2,266	20.7%	7,898	23.0%
Scheduled Flights	900	11.6%		
Flight Cancellations	16			
Seats	96,249	12.0%	350,162	13.0%
Load Factor	84.0%	2.4%	81.0%	9.5%
General Aviation	3,741	(12.4%)	13,680	1.4%
Military	373	(48.0%)	1,009	(49.3%)
* Current year commercial operations include charter flight data				

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 1,915,691	13.2%	\$ 19,738,447	16.6%
Operating Expenses	1,100,224	(6.1%)	10,039,297	(16.7%)
Net Operating Revenues before Depreciation	<u>\$ 815,467</u>		<u>\$ 9,699,150</u>	
Net Non-Operating Revenues	<u>\$ 587,618</u> *		<u>\$ 7,785,673</u>	
* Includes Series 2022A Bond Interest Expense \$819,897 to be paid from the Bond Capitalized Interest account semi-annually				
Grants:				
FAA AIP Grants	\$ 6,876,991		\$ 15,696,541	
NC Dept of Transportation Grants	-		5,507,175	
Total	<u>\$ 6,876,991</u>		<u>\$ 21,203,716</u>	

CASH

Restricted - PFC Revenue Account	\$ 16,308,825
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 1,254,538
Restricted - Bond Series 2022A	\$ 194,686,624
Designated for O&M Reserve	6,970,340
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	20,581,294
Total	<u>\$ 240,451,621</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	17,025	8,125	2,075	6,825
Allegiant	165,363	165,363	-	-
American	946	-	509	437
Delta	21,099	11,465	9,634	-
Enterprise	940	940	-	-
FAA	287	140	-	147
Paradies	5,386	5,386	-	-
TSA	29,570	9,920	8,960	10,690
Miscellaneous	2,553	513	125	1,915
Total	<u>\$ 243,169</u>	<u>\$ 201,852</u>	<u>\$ 21,302</u>	<u>\$ 20,014</u>
% of Total Receivables	<u>25.46%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 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	\$ 30,609,841

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
May 12, 2023**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, May 12, 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.; Susan Russo Klein; Britt Lovin; Nathan Kennedy; and Robby Russell

MEMBERS ABSENT: None

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

ALSO PRESENT: Jon McCalmont, Parrish & Partners; Darrell Brantley, TKH Security/Park Assist; Amanda Sheridan, McFarland Johnson; Jacob Dippold; Kevin Fuhr, Hanson Professional Services; Ryan Madamba, Elite Limousine; Robert Spouder, Virtelle Hospitality

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

BOARD MEMBER INTRODUCTION: Britt Lovin shared information about his background and family and spoke of the privilege of serving on the Authority Board with his fellow Board Members.

ELECTION OF BOARD OFFICER - NOMINATING COMMITTEE REPORT: The Chair stated that on behalf of the Nominating Committee, comprised of Mr. Ricker, Ms. Russo Klein, and himself, a unanimous decision was made to nominate Mr. Lovin as Vice-Chair. The Chair moved to appoint Mr. Lovin as Vice-Chair of the Greater Asheville Regional Airport Authority effective July 1, 2023. Mr. Russell seconded the motion and it carried unanimously.

EMPLOYEE RECOGNITIONS: The Chair recognized Kelly Smith with a service award and gift for her 15 years of service with the Authority.

The Chair recognized Lew Bleiweis with a service award and gift for his 15 years of service with the Authority.

PRESENTATIONS: None

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

CONSENT ITEMS:

A. Approval of the Greater Asheville Regional Airport Authority April 14, 2023 Regular Meeting Minutes: Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority April 14, 2023 Regular Meeting Minutes. Mr. Kennedy seconded the motion and it carried unanimously.

B. Approval of Amended Introductory Period Policy: Ms. Russo Klein moved to approve the Amended Introductory Period Policy. Mr. Russell seconded the motion and it carried unanimously.

C. Approval of Insurance Renewals: Mr. Russell moved to approve the Insurance Renewals. Ms. Russo Klein seconded the motion and it carried unanimously.

D. Approval of the Greater Asheville Regional Airport Authority April 14, 2023 Closed Session Minutes: The minutes for the April 14, 2023 Closed Session were distributed and reviewed by the Board Members.

Mr. Lovin moved to approve the minutes for the April 14, 2023 Closed Session, and to seal and withhold the minutes for the April 14, 2023 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Kennedy seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

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

Michael Reisman informed the Board that Ordinance No. 201701, which was approved by the Board in February, 2017, established airport rules and regulations and the penalties for their violation. In the years since the adoption of that ordinance, airport growth, changes in operating requirements and state and federal requirements have necessitated an update to the Rules and Regulations Ordinance. Mr. Reisman reviewed the primary changes to the ordinance and advised the Board that since the extent of the changes was beyond a mere revision, adoption of a new ordinance was proposed. Mr. Reisman further stated that Ordinance No. 202301 will supersede and replace Ordinance No. 201701. Ordinance No. 202301 must remain available for public inspection for a minimum of 10 days followed by a public hearing prior to adoption at the next Authority Board meeting.

Mr. Erwin moved to (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. Mr. Ricker seconded the motion and it carried unanimously.

B. Approval of FY23/24 Contract Expenditures with Parsons Transportation Group, Inc. for Terminal Building Modernization and Expansion Project Program Management Services:

Jared Merrill stated that the agreement with Parsons Transportation Group, Inc. ("Parsons") for the Terminal Building Modernization and Expansion Project Program Management Services was approved by the Board in May, 2022. Of the approved \$1.3 million expenditures for FY22/23, only approximately \$632,000 has been expended. Parsons has also saved the project over \$1.5 million in a review of funding authorizations, value engineering recommendations, and minor design changes. Mr. Merrill stated that the anticipated expenses for program management services for FY23/24 are \$1,279,968.00 and will be billed on an hourly fee basis plus reimbursable expenses at a direct cost with no additional markup. The cost for the services for FY23/24 has been approved as part of the terminal project budget.

Mr. Russell moved to approve FY23/24 anticipated contract expenditures of \$1,279,968.00 and authorize the President & CEO to execute the necessary documents. Ms. Russo Klein seconded the motion and it carried unanimously.

C. Approval of Parking Guidance System: Shane Stockman informed the Board that the growth experienced by the airport has created challenges for passenger parking. To assist passengers with finding available spaces in the parking garage, staff recommended installing a parking guidance system. The technology aids in the search for vacant parking spaces by installing LED sensors throughout the garage. Mr. Stockman further stated that NC General Statute 143-129(g) allows for the waiving of the formal bidding process for previously-bid contracts. Raleigh Durham International Airport ("RDU") recently completed a bid process and proof of concept for the same technology and contracted with TKA Security LLC. in November of 2022 for their parking guidance system. The Authority is allowed to waive its formal bid process as long as TKA Security LLC. offers the Authority the same equipment at the same or lesser cost as the RDU contract. Another requirement in waiving the formal bid process is to publicly post a notice of intent which was published in March of 2023. Mr. Stockman stated that the total contract price for the parking guidance system is \$691,590.86. Staff included \$650,000 in the FY23/24 budget for this project, therefore, 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, 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		\$41,590.86
Totals		\$41,590.86

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

A question was raised about the benefit of waiving the bidding process to which Mr. Stockman responded that by piggybacking off RDU's process, the Authority benefits from a cost savings of \$100,000+, therefore, it was a good opportunity from a price perspective. The president further stated that piggybacking also saves time and money as there were no expenses for consulting services or for putting together the Request for Proposals. Ms. Rice stated that the public notice of intent that was published allows another contractor to submit a better price.

The Board inquired about maintenance and ongoing service of the system and if the Authority would be independent of Raleigh in that perspective. Mr. Stockman replied that the Authority would be responsible for maintenance. The Authority has a local contractor that handles a lot of the airport's parking and revenue control, and the parking guidance system falls within their level of expertise. The system would be installed by Park Assist, however, the local contractor will maintain the system. The system is fully monitored and does report back any issues.

Mr. Ricker moved to approve the waiver of the formal bidding process as outlined in NC GS 143-129(g); approve the contract with TKA Security LLC. in the amount of \$691,590.86 for the parking guidance system; authorize the President & CEO to execute the necessary documents; and amend the FY23/24 Budget by adopting the budget ordinance as presented by staff. Ms. Russo Klein seconded the motion and it carried unanimously.

D. Amendment to Supplemental Fees and Charges Schedule: John Coon reported that during construction of the terminal project there will not be a method to assess the current per-trip fee for ground transportation providers. Staff recommends implementing an annual fee/permit of \$1,000 for each hotel providing shuttle service and an annual fee/permit of \$400 for each vehicle providing for-hire service. A temporary or special event permit would also be imposed for those providers who do not have an

annual permit and need to pick up passengers for a specific group or event. The recommended daily rate would be \$100/day for vehicles with less than 20 seats and \$200/day for vehicles with 20 or more seats. The proposed fees would be effective July 1st. Mr. Coon stated that the proposed rates are expected to produce less revenue than current fees, and a few providers with less usage may pay higher fees with the proposed rate structure.

The Board asked if staff anticipated any feedback from the ground transportation operators. Mr. Coon responded that staff intended to meet with the providers to explain the situation. The president stated that it may be less expensive for some operators but there is an up-front cost. Staff plans to return to a per-trip fee rate structure once the terminal project is completed.

Mr. Ricker left the meeting.

Mr. Lovin moved to approve the amended changes to the FY2023/2024 Annual Budget Supplemental Fees and Charges Schedule. Mr. Kennedy seconded the motion and it carried by a 6 to 0 vote.

E. Approval to Enter into a Simultaneous Exchange Agreement for Real Property: Christina Madsen advised the Board that staff had been contacted by Henderson County regarding an 18.28-acre parcel of Authority owned property on the west side of the airfield. Henderson County would exchange approximately 16.93 acres of Henderson County owned property which is adjacent to the airfield for the Authority owned property.

Mr. Ricker returned to the meeting.

Mrs. Madsen stated that the Henderson County property has been appraised at \$2,285,550 and the Authority property was appraised at \$2,285,393. The Authority will also grant Henderson County a Right of First Offer on approximately 65.80 acres for ten years from the closing date. The value of the Right of First offer is \$24,063 and is included in the value of the Authority owned property. This would allow Henderson County to market the 65.80 acres for industrial development that would not be for any aviation or aeronautical business. The purchase price for that acreage would be based on the then current fair market value of the property. Henderson County will provide the Authority with a roadway within the Ferncliff Park access roadway easement that will connect the parcels benefiting from the property exchange.

The president informed the Board that Henderson County Commissioners were presented with and approved a letter of intent through their county attorney's office. The agreement was then drafted, and Henderson County was provided with the agreement earlier this week. If Henderson County has any major changes to the agreement, staff

would bring the agreement back to the Board in June. After Henderson County Commissioners approve the agreement, the agreement will be submitted to the FAA for approval. The process could take as little as 90 days, or if an environmental assessment is required, that could take up to a year to complete.

Ms. Russo Klein moved to approve the Simultaneous Exchange Agreement for Real Property as presented by staff in substantially similar form with Henderson County, and authorize the President & CEO to execute the necessary documents. Mr. Russell 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. State Retirement Notice: The president informed the Board that the North Carolina State Retirement Plan requires that a notice be provided to the Board to avoid the practice for pension spiking. With the increase in the president's salary effective in July of 2022, the Retirement Plan sent a notice that the Authority would be responsible for 12 months should the president retire early. It has almost been a year since the president's salary increase, therefore, the Authority does not have much time left to be responsible.

B. Change Orders and Contingency Expenditures: The president reminded the Board of the recent approval of the increase to his spending authority and the CPI increase in the upcoming fiscal year budget bringing the president's spending authority to \$76,000.00. The president reviewed the allowances in each of the component guaranteed maximum price ("CGMP") packages for contingencies and change orders. With the volume of work involved in the Terminal Expansion Project, staff requested the Board consider allowing the president to approve change orders for the Terminal Expansion Project that need immediate action, are above the president's \$76,000.00 spending authority, and are within the amounts already approved within the CGMP contracts for the contingencies and allowances. The president would consult with the Board Chair or Vice-Chair for their opinion on moving forward with the change order, and then report back to the Board at the next Board meeting. This would help keep the project schedule on time and control expenses when an issue develops between Board meetings and would stop when the construction of the terminal project was completed. Cindy Rice stated that the authority is limited to the contingencies already approved in the budget. The contingency on CGMP 3 is much larger, however, the allowance included a lot of soft costs so what it has been pulled back to was the true unknown contingency.

A brief discussion took place with regard to the notification of the Board of any change orders in between Board meetings. Ms. Rice cautioned that the Board could be promptly

notified of any approved change orders, however, the Board should consider the limitation of communications necessary to adhere to open meeting laws.

A suggestion was made that the Board be kept informed throughout the course of the project to ensure the contingency allowance limits were not being approached. Michael Reisman outlined the anticipated completion dates of CGMP 1 and CGMP 2. Mr. Reisman further stated that staff was comfortable with the \$6.5 million owner contingency for CGMP 3 due to the fact that the project was tracking below the usage of those funds in CGMP 1 and CGMP 2. Staff planned to ask the Board to reallocate any balances from CGMP 1 and 2 to CGMP3 once those portions of the project had been completed.

Mr. Kennedy made the motion that solely in connection with the Terminal Expansion and Modernization Project, the President & CEO be authorized to, after consultation with the Board Chair or Board Vice-Chair, but without the approval of the full Greater Asheville Regional Airport Authority ("GARAA") Board: (1) approve necessary change orders to the existing CGMP#1, #2 or #3 Amendments with Hensel Phelps, so long as such change orders are funded entirely by the Owner's Allowance/Owner's Contingency already budgeted for and approved by the GARAA Board; and (2) authorize the related expenditures from the Owner's Allowance/Owner's Contingency for CGMP #1 (up to \$621,590.00), CGMP #2 (up to \$2,339,993.00), or CGMP #3 (up to \$6,500,000.00), so as to avoid unnecessary Project delays and increased Project costs, and, if the President & CEO approves any such change order and authorizes the expenditure of any portion of the Owner's Allowance/Owner's Contingency for CGMP #1, CGMP #2 or CGMP #3, the President & CEO shall notify the GARAA Board of such change order and expenditure at the next Regular GARAA Board meeting. Mr. Ricker seconded the motion and it carried unanimously.

C. 2nd Bond Series: The president reported that the 2nd issuance of the bond series went well. \$175 million in bonds were sold and the closing was scheduled for May 16th. A copy of the bond payment schedule over the next 30 years was available at the Board Members' seats for their information. The president further stated that of the \$175 million in bonds, \$140 million was designated to the project fund and the other \$35 million was issuance cost, reserves, and capitalized interest. The bonds are insured and the Authority was able to ask the bond insurance company if they were willing to insure the reserves versus putting \$12.2 million into the bank to let it sit. The insurance company came back with a guaranteed bond on the reserves for \$300,000 and this releases \$12.2 million to the project fund. After a discussion with the Chair, the president made this a part of the cost to buy the insurance for the reserve bond.

D. Temporary South Hold Room: The temporary south hold room has been opened for operation. The president reported that Paradies will be opening their concession space on May 15th. The loading bridges will be removed from gates 2 and 3

the week of May 15th and by the end of June, all 7 gates will be operating from the temporary south hold room.

E. Website: To help preserve the space available on the website server only a couple of agenda packages will remain on the private side of the website at one time rather than all previous months' agenda packages. However, all agenda packages will remain available on the public side of the website.

F. Duke Energy: The Buncombe County Board of Adjustments approved an application from Duke Energy for a solar farm they are building. Staff had concerns with regards to glare as the sun sets to the west and the approach path for the runway is west of the planned solar farm. Duke Energy conducted a glare study, and it was determined that there should not be an issue with the new air traffic control tower or with flights arriving or departing. Staff has a letter from Duke Energy stating they will make good faith efforts to resolve any issues that may arise that could affect the operation of the airport.

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 June 9, 2023.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: None

ADJOURNMENT: Mr. Lovin moved to adjourn the meeting at 9:56 a.m. Ms. Russo Klein seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair

Greater Asheville Regional Airport Authority

~ Resolution ~

A RESOLUTION CONFERRING STANDBY AUTHORITY TO ACCEPT GRANTS BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DURING THE FISCAL YEAR 2023-2024

WHEREAS, the Greater Asheville Regional Airport Authority (“Authority”) is a body corporate and politic organized and created by the North Carolina General Assembly pursuant to Session Law 2012-121, House Bill 552 known as the Greater Asheville Regional Airport Authority Act (“Act”); and

WHEREAS, the Authority operates the Asheville Regional Airport (“Airport”); and

WHEREAS, the Authority has the right under the Act to accept grants of money and/or materials or property of any kind for any existing or future airport facilities from the State of North Carolina, the United States, or any agency, department, or subdivision of either of them: and

WHEREAS, the Federal Aviation Administration (“FAA”), a division under the United States Department of Transportation, annually awards entitlement grants and discretionary grants to airports throughout the United States in support of airport capital improvement projects; and

WHEREAS, the Airport is eligible for such grants; and

WHEREAS, the window of time to accept such grants from the FAA is usually relatively short and may not fall within the schedule of Authority board meetings; and

WHEREAS, the President & CEO recommends that the Authority adopt this resolution so as not to be in a position whereby a grant is forfeited or denied.

NOW, THEREFORE, BE IT RESOLVED and Adopted by the Authority as follows:

Lew Bleiweis, A.A.E., President & CEO of the Greater Asheville Regional Airport Authority, Michael Reisman, A.A.E., Chief Operating Officer, the Chair of the Authority, and/or the Vice Chair of the Authority, or any of them or their successors in office (each an “Authorized Officer”) be, and they hereby are, authorized to accept, on behalf of the Authority, any and all grant offers made to the Authority by the State of North Carolina, the United States, or any agency, department, or subdivision of either of them; to execute and deliver, for and on behalf of the Authority, any and all instruments necessary to accept such grant offers; to ratify, accept, and adopt all assurances, statements, representations, warranties, covenants and agreements contained in any project application submitted by the Authority in connection with such grants; and to agree, on behalf of the Authority, to comply with any and all such assurances.

Adopted this 9th day of June, 2023

Brad Galbraith, Chair

Attested by:

Ellen M. Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: June 9, 2023

ITEM DESCRIPTION – Consent Item C

Approval of Amendment to the FY22/23 Budget

BACKGROUND

Unanticipated costs in the Executive department have resulted in a need to adjust the budget. Consulting/legal costs due to strategic planning and bond issuance, as well as personnel costs have been higher than expected. This budget amendment should cover all remaining costs through the end of the fiscal year.

We recommend that the Authority Board amend the FY22/23 budget as outlined below.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY22/23 budgeted revenues and expenditures by \$100,000.00.

Consent – Item C



RECOMMENDED ACTION

It is respectfully requested that the Authority Board resolve to amend the FY2022/2023 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Executive Dept	_____	_____ \$100,000.00
Totals	=====	===== \$100,000.00

This will result in a net increase of \$100,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	_____ \$100,000.00
Totals	=====	===== \$100,000.00



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

Adopted this 9th day of June, 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 9, 2023

ITEM DESCRIPTION – Old Business Item A

Public Hearing and Adoption of Ordinance No. 202301 Establishing Rules and Regulations of the Asheville Regional Airport

BACKGROUND

At its May 12, 2023, meeting, the Airport Board approved the revised Airport Rules and Regulations, Ordinance No. 202301. The proposed Rules and Regulations have remained available for public inspection and comment since May 12, 2023. There have not been any public comments received. It should be noted that since the approval and introduction of Ordinance No. 202301, that the paragraph/section numbering format of the document was changed to be easier to reference and update in the future if necessary. No changes were made to the content of the document.

The adoption of Ordinance 202301 will replace Ordinance No. 201701.

In accordance with Session Law 2012-121, a public hearing is required prior to the formal adoption of the proposed ordinance.

ISSUES

Without the adoption of the proposed 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.

Old Business – Item A



ALTERNATIVES

None recommended.

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) approve the modification to the reformatting of the sections of the proposed ordinance; (2) hold a public hearing for the purpose of accepting public comment on the proposed ordinance; and (3) following the public hearing, adopt Ordinance No. 202301.

Attachment



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AIRPORT ORDINANCE NO. 202301

AIRPORT RULES & REGULATIONS

ADOPTED: JUNE 9, 2023

FORWARD

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

This Airport Rules & 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.

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AIRPORT ORDINANCE NO: 202301

RULES & REGULATIONS ADOPTED: JUNE 9, 2023

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 Statue 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 Statue Section 63-53(2) also specifically requires that such ordinances be published as provided by general law or the chapter 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; Stormwater 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 **9th** day of **June 2023**. 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 Beverages – 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(s) – 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 Areas – 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 and 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 (CFR).
- 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 designated 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 activity 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 – shall mean any Aircraft located on the Airport, which does not possess a current certificate of air worthiness issued by the FAA, 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 manufacturer’s 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, 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 the 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 – shall mean 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(s) – 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, lane, 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 (ATCT).
- 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 CFR, 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, electronic 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 and 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.A, it shall be unlawful for any Person to take a 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.
 - A. 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.A and 6.5.B 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.
 - A. Exceptions to section 6.5 may be sought from the Authority on a case-by-case basis.

B. Access by exception to Section 6.5 shall only be allowed upon satisfaction of each of the following conditions.

- (1) The issuance of a permit, license, or written agreement by the Authority;
- (2) When lease terms and operating restrictions can ensure security, safety, equitable compensation to the Authority; and
- (3) When a fair competitive environment can be established for other comparable Airport tenants.

C. All Through-The-Fence Operations are subject to, and shall take place in, compliance with all FAR or 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.

A. 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.

A. 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.

B. 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.

(1) Section 6.8.A shall not apply to public safety animals, Paws for Passengers animals, or other animals associated with an approved Airport program.

C. It shall be unlawful to hunt, pursue, trap, catch, injure, or kill any animal on Airport Property, without first obtaining permission from the Authority.

(1) Section 6.8.C 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.

- D. It shall be unlawful for any Person to feed or do any other act to encourage the congregation of birds or other animals on Airport Property.
- E. 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.

- A. 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.
- B. 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 a specific purpose.
- C. 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.
- D. 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.
- E. 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.
 - (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.
- F. 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 for repair associated therewith.

6.10 Lost, Found and Abandoned Property.

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. It shall be unlawful for any Person to abandon any property on Airport Property.
- F. 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.

- A. A violation of Section 6 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. A civil penalty shall be assessed, and a civil citation issued for the violation of any provision of Section 6, in accordance with the following:
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 6 shall be \$150.00.
 - (2) Each day’s continuing violation of any provision of Section 6, is a separate and distinct violation.
 - (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.
- B. [RESERVED]
- C. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 6.
 - (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.
 - (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.

- A. Solicitation. It shall be unlawful for any Person to solicit, for any purpose, on Airport Property without prior authorization from the Authority.

B. 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.

C. Restricted Areas and Air Operations Area.

- (1) Except as otherwise provided in Section 7.1.C(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.
- (2) The following Persons may enter the AOA or any Restricted Area on Airport Property without the prior written authorization of the Authority.
 - a. Persons assigned to duty thereon with proper training and identification media issued by, or acceptable to, the Authority.
 - b. Passengers who, under appropriate supervision by qualified and Airport badged personnel, enter upon the Apron for the purpose of enplaning or deplaning an Aircraft.
 - c. Persons engaged, or having been engaged, in the operation of Aircraft with proper identification, if located in a Restricted Area requiring such identification.
- (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 air traffic control tower on Airport Property, and without having first completed all Airport required training and background checks.

D. 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.

E. Use and Enjoyment of Airport Premises.

- (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.
 - a. Nothing in Section 7 is intended to prevent any Person from preventing another person, without authorization, from entering Authorized Areas or Restricted Areas.
- (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.

- (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.
- (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.
- (5) It shall be unlawful for any Person to camp, live, sleep, or otherwise remain overnight on Airport Property.
 - a. Nothing in Section 7.1.E(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.
- (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.

F. Environmental Pollution & Sanitation.

- (1) To the maximum extent possible, each Person while on Airport Property shall limit activities thereon in such a manner as to not cause littering or any other form of environmental pollution and shall abide by the provisions of Section 7.1.F.
- (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 a purpose.
- (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.
- (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.
- (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.
- (6) It shall be unlawful for any Person to burn any refuse on Airport Property, except with the written authorization of the Authority.
- (7) It shall be unlawful for any Person to unnecessarily, or unreasonably, or in violation of the 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.

- (8) Any Person discarding chemicals, paints, oils, or any products on Airport Property, with authorization and in accordance with Section 7.1.E, must discard such materials in accordance with all other applicable state, local, or federal laws and regulations.

G. Firearms and Weapons.

- (1) For the purpose of Section 7.1.G, 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.
- (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.
- (3) The Authority reserves the right to restrict the carrying of firearms and Weapons by watchman and guards on Airport Property.
- (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.
- (5) It shall be unlawful for any Person to carry a firearm or Weapon in a Parade on Airport Property.

H. Alcoholic Beverages and Controlled Substances.

- (1) Except as provided in Sections 7.1.H(1)a and 7.1.H(1)b below, it shall be unlawful for any Person to consume Alcoholic Beverages on Airport Property.
 - a. 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.
 - b. 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.
- (2) Except as provided in Sections 7.1.H(1)a and 7.1.H(1)b above, it shall be unlawful for any Person to possess any Open Container of an Alcoholic Beverage on Airport Property.
- (3) It shall be unlawful to drive any Vehicle on Airport Property while under the influence of an impairing substance; (i) 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 (ii) with any amount of a Schedule I controlled substance, as listed in North Carolina General Statutes Section 90-89, or its metabolites in the individual's blood or urine.

- a. The relevant definitions contained in North Carolina General Statutes § 20-4.01 shall apply to Section 7.1.H(3).
- b. The fact that a Person charged with violating Section 7.1H.(3) is, or has been, legally entitled to use alcohol or a drug is not a defense to a charge under Section 7.1.H(3).
- c. 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.
- d. 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.

I. Picketing, Marching and Demonstration.

- (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.I(2).
- (2) Any permitted Picketing or demonstration shall be conducted in accordance with the provisions of Sections 7.1.I(2)a and 7.1.I(2)b below.
 - a. 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.
 - b. 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.

J. 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.

K. Smoking.

- (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 of the AOA, and in a hangar, shop, or other building in which Flammable Liquids are stored.
- (2) It shall be unlawful to smoke within the cab of a Fuel Transporting Vehicle, Fuel Delivery Truck or Fuel Delivery Device.

L. Fire Extinguishers.

- (1) It shall be unlawful to tamper with, at any time, fire extinguishing equipment on Airport Property.
- (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.

M. Violations of Section 7.1.

- (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 North Carolina General Statutes § 14-4, and shall be subject to a fine, as specified in Section 7.1.M(1)a below.
 - a. Violation of any provision in Section 7: **\$250.00** fine.
- (2) Public Safety Officers are authorized to enforce violations of Section 7.1 of these Airport Rules & Regulations under North Carolina General Statutes §14-4.

7.2 Infractions.

A. Smoking.

- (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.
- (2) Smoking outside of the passenger terminal building by the general public shall only be permitted in a Designated Area.

B. Violations of Section 7.2.

- (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 North Carolina General Statutes §14-4.

7.3 Civil Citations.

A. Motor Vehicles.

- (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.
 - a. 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.
 - b. 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.

B. Access.

- (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.
- (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.
- (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.

C. Smoking.

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

D. Fire Extinguishers.

- (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.
 - a. All fire extinguishing equipment shall conform to and be maintained in accordance with current NFPA standards.
 - b. 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.

E. Communications with Authority.

- (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.

F. Violations of Section 7.3.

- (1) A violation of Section 7.3 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of any provision of Section 7.3 in accordance with the following:
 - a. The civil penalty associated with each civil citation issued for a violation of Section 7.3 shall be \$50.00.
 - b. Each day's continuing violation of any provision of Section 7.3 is a separate and distinct violation.
 - c. 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.
- (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.
- (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.
 - a. 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.

- b. 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.

- A. 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.
- B. 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 FAA and/or all applicable NFPA requirements.

8.2 Fueling Operations.

A. Aircraft Engines.

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

B. Distance from Buildings.

- (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.
- (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.

C. Spillage of Fuel and Other Liquids.

- (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.
- (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.
- (3) When fuel spills occur, fueling shall stop immediately.
- (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.
- (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.
- (6) Each Person authorized to store, handle, and dispense fuel on the Airport shall have an approved Spill Prevention Control and Countermeasures (SPCC) 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.
- (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 SPCC Plan and shall deploy such means, materials, and measures in the event of a spill if safe to do so.
- (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.

D. 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.D(1) through 8.2.D(3) are met.

- (1) A passenger-boarding device is in place at the cabin door of the Aircraft and the canopy is extended, if present.
- (2) The cabin door is open.
- (3) A flight crew member is on board the Aircraft.

- (4) Section 8.2.D 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.

E. Static Bonding/Aircraft Grounding.

- (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 Section 8.2.E.
- (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.
- (3) The bond or ground shall be maintained until fueling connections have been removed.
- (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.
 - a. When fueling over a wing, the bond or ground connection shall be made before the filler cap is removed.
 - b. 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.
 - c. When fueling over a wing, the spout shall be kept in contact with the filler neck until the fueling is completed.
- (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.
- (6) Only metal funnels shall be used to fuel an Aircraft.
- (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.

F. Positioning of Equipment for Fueling.

- (1) Positioning of Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be in accordance with this Section 8.2.F.

- (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.
 - (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.
 - (4) Each Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall not be positioned within a ten (10) feet (3 meters) radius of Aircraft fuel system vent opening.
 - (5) Hand brakes shall be set, and wheel chocks shall be placed on each fuel servicing Vehicle before the Operators leave the Vehicle.
 - (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.
- G. 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.
- H. Operation of Fuel Trucks on Runways and 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 Runway, Taxilane, or Taxiway 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.
- I. Fire Extinguishers.
- (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.
 - (2) All fire extinguishing equipment shall be recertified annually and all Persons shall be trained in the use of the equipment annually.
 - (3) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device operating on Airport Property shall be equipped with a minimum of two (2) 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.
- J. 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.J.

- (1) To facilitate dispersal of the Motor Vehicle in the event of an emergency;
- (2) To provide at least ten (10) feet of clear space between each parked Motor Vehicle for accessibility for fire control purposes;
- (3) To prevent any leakage from draining on the ground or to any building or structure;
- (4) To minimize exposure to damage from any and all out-of-control Aircraft;
- (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
- (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.

K. 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.

L. 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.

M. Authority to Dispense Fuel.

- (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.
- (2) It shall be unlawful for any Person to dispense or sell aviation fuel for automotive purposes.

N. Fuel Farms and Bulk Fuel Installations.

- (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.
- (2) There shall be NO SMOKING within one hundred (100) feet of a fuel farm or a bulk fuel installation.
- (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.
- (4) Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with a then un-expired certification date.

- (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 fuel installation.
- (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.

O. Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device.

- (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 words "FLAMMABLE," "NO SMOKING," and with an appropriate placard identifying the type of fuel contained within the tank.
- (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."
- (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.
- (4) The carburetor on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be fitted with an approved back-flash arrester.
- (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.
- (6) Two (2) fire extinguishers shall be conspicuously apparent on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device, as specified in Section 8.2.1(3).
- (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) Maintenance and testing of Aircraft fueling systems shall be conducted under controlled conditions and in accordance with applicable and current NFPA standards.
- (9) Each Fuel Transporting Vehicle, Fuel Truck, or 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.
- (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.

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

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

8.3 Open Flame Operation.

- A. Except as provided in Section 8.3.A(1) through 8.3.A(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.
 - (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.
 - (2) During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.
 - (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.
- B. 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.
- C. Outdoor “hot work” shall not occur on Airport Property without a permit issued by the Authority at least twenty-four (24) hours in advance.

8.4 Storage of Materials.

- A. It shall be unlawful to keep or store materials or equipment in such a manner as to constitute a fire hazard or be in violation of applicable, local codes or ordinances, or operational Directives of the Authority.
- B. Gasoline, kerosene, ethyl, jet fuel, ether, 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.
- C. 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.

- A. 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 FAA, Transportation Security Administration (TSA), or by any other governing authority.
- B. Compliance with said regulations shall not constitute or be construed to constitute a waiver of the notice required in Section 8.5.A or as an implied permission to keep, transport, handle or store such explosives or other dangerous articles on Airport Property.
- C. Twenty-Four (24) 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.A.
- D. 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.
- E. 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.
- F. 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.
- G. Any Person transporting or storing Hazardous Materials on Airport Property shall, a minimum of twenty-four (24) hours in advance of such transportation or storage, provide current Safety Data Sheets (SDS) documentation on the Hazardous Materials to the Authority.
- H. 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.
- I. 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.

- A. 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.
- B. 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.
- C. 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.

- A. It shall be unlawful to use a portable lamp assembly, without a proper protective guard or shield over the lamp to prevent breakage.
- B. It shall be unlawful to leave any power operated equipment or electrical devices on when not in actual use.
- C. 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 and Equipment.

- A. 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.
- B. 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 waste materials are kept in proper and approved containers.
- C. Approved metal receptacles with a self-extinguishing cover shall be used for the storage of oily waste rags and similar materials.
 - (1) The contents of these receptacles shall be removed daily by Persons occupying the space and kept clean at all times.
- D. Clothes lockers shall be constructed of metal or fire-resistant material.
- E. Only approved containers shall be stored in or about a hangar or other buildings on Airport Property.
- F. It shall be unlawful to use Flammable Liquids or other substances for cleaning hangars or other buildings on Airport Property.

8.10 Containers.

- A. 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.
- B. 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 AOA's without promptly reporting and cleaning up the same.
- C. In the event a spill occurs, the Owner of the Motor Vehicle will be responsible for cleaning up the spill at his/her expense.
- D. 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.

- A. 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.
- B. It shall be unlawful to start or operate an Aircraft engine inside any hangar.
 - (1) Section 8.11.B shall not prohibit use of tractors with applicable and current NFPA approved exhaust systems when moving planes within any hangar.
- C. 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.
- D. 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.
- E. 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.

- A. A violation of Section 8 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation for any provision of Section 8 in accordance with the following:

- (1) The civil penalty associated with each civil citation issued for a violation of Section shall be \$250.00.
 - (2) Each day's continuing violation of any provision of Section 8 is a separate and distinct violation.
 - (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 three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 8.
- (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.
 - (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.
 - (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.

A. 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.

A. 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.

- B. 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 Air Missions (NOTAM) closing the Airport or any portion thereof until such time that such restrictions are terminated.

9.4 Aircraft Incidents.

- A. Upon the occurrence of an Aircraft incident the Authority shall be notified immediately.
- B. 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.
 - (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.B.
- C. Each written report to be submitted in accordance with Section 9.4.B shall be submitted to the Authority within forty-eight (48) hours from the time the incident first occurred.

9.5 Disabled Aircraft.

- A. 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 its parts when directed by the Authority.
- B. If the Owner is not present on site, or in the event of the Owner's inability, failure, or refusal to comply with the 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 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 a manner designated) by the Authority, and designated for such purpose, whether on or off any tenant leasehold area.

9.8 Hand Propping of Aircraft.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- A. A violation of Section 9 shall not be a misdemeanor or infraction under North Carolina General Statutes § 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.
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 9 shall be \$400.00.
 - (2) Each day's continuing violation of any provision of Section 9 is a separate and distinct violation.
 - (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 three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 9.
- C. 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.
 - (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.
 - (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.
- A. 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.
- B. 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.
- A. Except as provided for in Section 10.6.A(1) below, it shall be unlawful for any Person to cause an Aircraft to takeoff or land, except on a Runway.
- (1) Helicopters are an exception to Section 10.6.A, as they may operate from an approved location other than a Runway.
- B. It shall be unlawful for any Person to cause an Aircraft to takeoff or land from a closed Runway, or on or from any Apron or Ramp area or Taxilane or Taxiway.
- C. 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.
- D. 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 pick-ups 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.
- A. Section 10.8 shall not apply to drones associated with an approved Airport program.
- 10.9 Parachute Jumping.
- A. 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.
- A. A violation of Section 10 shall not be a misdemeanor or infraction under North Carolina General Statutes § 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.
- (1) The civil penalty associated with each civil citation issued for a violation of Section 10 shall be \$400.00.
- (2) Each day's continuing violation of any provision of Section 10 is a separate and distinct violation.
- (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 three (3) Additional Penalties assessed.
- 10.11 The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 10.
- A. 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.
- B. An order for 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.
- C. 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.

- A. 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.
- B. 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.
- C. No Aircraft shall be left unattended on Airport Property unless it is in a hangar or adequately locked and tied down.
- D. Articles left in Aircraft are the sole responsibility of the Aircraft Owner and pilot.

11.2 Derelict Aircraft.

- A. 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.
- B. 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.
- C. In the event of violations of Section 11.2.A and 11.2.B, 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.
 - (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 on said Aircraft, requiring removal of said Aircraft within fifteen (15) days from the date of posting.
 - (2) In the event the Owner or Operator fails to remove the Aircraft within fifteen (15) 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.

- A. A violation of Section 11 shall not be a misdemeanor or infraction under North Carolina General Statutes § 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.

- (1) The civil penalty associated with each civil citation issued for a violation of Section 11 shall be \$400.00.
 - (2) Each day's continuing violation of any provision of Section 11 is a separate and distinct violation.
 - (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 three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of, or in noncompliance with, Section 11.
- (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.
 - (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.
 - (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.
- A. A violation of Section 12 shall not be a misdemeanor or infraction under North Carolina General Statutes § 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.
- (1) The civil penalty associated with each civil citation issued for a violation of Section 12 shall be \$250.00.
 - (2) Each day's continuing violation of any provision of Section 12 is a separate and distinct violation.

- (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 three (3) Additional Penalties assessed.

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

- (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.
- (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.
- (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 and 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.
 - A. 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.A below, it shall be unlawful to store or to allow to accumulate in any hangar, Flammable Liquids, flammable material, or other flammable refuse.
 - A. 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 twenty-four (24) hour period must be parked inside the T-Hangar.
- 13.16 It is 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.
 - A. A violation of Section 13 shall not be a misdemeanor or infraction under North Carolina General Statutes § 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.
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 13 shall be \$250.00.

- (2) Each day's continuing violation of any provision of Section 13 is a separate and distinct violation.
- (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 three (3) Additional Penalties assessed.

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

- (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.
- (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.
- (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.A 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.

A. 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; (i) is so constructed, equipped or loaded, or which is in such unsafe condition as to endanger any Persons or any property; (ii) 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 (iii) 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.

- A. Except as specified in Section 14.5.A(1) and 14.5.A(2) below, it shall be unlawful for a Motor Vehicle to be stored or repaired on Airport Property.
 - (1) The Authority may designate specific areas where a Motor Vehicle may be stored or repaired on Airport Property.
 - (2) Minor repairs necessary with respect to a temporarily disabled Motor Vehicle shall not be in violation of Section 14.5.A; however, the Authority can immediately tow or otherwise remove any Motor Vehicle that is causing a safety hazard or creating a traffic flow problem.
- B. 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.

- A. 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.
- B. 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.
- C. 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.

- A. 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.
- B. The Operator shall immediately, by the quickest means of communications, give notice of the incident to Public Safety.
- C. 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.

- A. 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.
- B. 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.
- C. Except as provided for in Section 14.9.C(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.
 - (1) It shall not be a violation of Section 14.9.C if the reduced speed is necessary for safe operation or in compliance with the law.
- D. 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.

- A. Unless express permission has been granted by the Authority, it shall be unlawful for any Person to operate a Motor Vehicle on the AOA.
- B. 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.
- C. It shall be unlawful for any Person to Park a Motor Vehicle in any manner so as to block or obstruct; (i) fire hydrants and the approaches thereto; (ii) the gates or emergency exits, and/or (iii) building entrances or exits.
- D. It shall be unlawful to Park a Motor Vehicle under loading bridges.
- E. 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.
- F. Two-way radio communications with the air traffic control tower is required for each authorized Motor Vehicle 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.

- A. 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 North Carolina General Statutes § 14-4.

B. Violations Sections 14.10.D, 14.10.E, and 14.10.F, and violations of the posted speed limit in the AOA, shall not be an infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of Section 14.10.D, 14.10.E, and 14.10.F, and the posted speed limit in the AOA, in accordance with the following.

- (1) The civil penalty associated with each civil citation issued for a violation of Section 15.8 below shall be \$50.00.
- (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 three (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 thirty (30) consecutive days, may be considered Abandoned.
 - A. 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.
- A. Any property removed under Section 15.11 shall be relocated to an official impound area or such other area designated by the Authority.
- B. 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.
- A. 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 North Carolina General Statutes § 14-4.
- B. Violation of Section 15.4 and 15.8 shall not be an infraction of North Carolina General Statutes § 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.
- (1) The civil penalty associated with each civil citation issued for a violation of Section 15.8 shall be \$50.00.
- (2) Each day's continuing violation of any provision of Section 15.8 is a separate and distinct violation.

- (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 three (3) Additional Penalties assessed.

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

- (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.
- (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.
- (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.

D. A Person found to have violated Section 15.3 shall be guilty of a Class 3 misdemeanor in accordance with North Carolina General Statutes § 14-4, and shall be subject to a fine, as specified in Section 15.13.D(1) below.

- (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 North Carolina General Statutes §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.

- A. Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 16 shall be \$250.00.
- B. Except as otherwise specified herein, each day's continuing violation of any provision of Section 16 is a separate and distinct violation.

C. 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 three (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 non-compliance with Section 16.

A. 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.

B. 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.

C. 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:

A. Without a permit issued by the Authority.

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

C. 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.

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

E. On Airport Property outside of the Terminal.

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

G. Within ten (10) feet of any Person waiting in line or any Person loading and unloading baggage.

- H. That utilizes sound or voice amplifying apparatus, chants, dance, or other similar conduct.
 - I. That utilizes tables, stands, chairs, or other structures.
 - J. That collects money or gather of signatures.
 - K. Involving signs larger than 22" by 28".
 - L. Involving stick or rigid holders.
 - M. 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:
- A. Be issued only for designated spaces inside the Airport Terminal.
 - B. Be issued for a maximum of ten (10) Persons at one location in the Airport Terminal.
 - C. Be limited in number per day and shall be granted by the Authority on a first come first served basis.
 - D. Be valid for a period not to exceed seven (7) successive days.
 - E. 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 Airport 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 North Carolina General Statutes §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.
- A. Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 17 shall be \$50.00.
 - B. Except as otherwise specified herein, each day's continuing violation of any provision of Section 17 is a separate and distinct violation.
 - C. 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 three (3) Additional Penalties assessed.

Section 18. Enforcement and Appeals

18.1 Infractions.

- A. Public Safety Officers are authorized to enforce violations of these Airport Rules & Regulations under North Carolina General Statutes § 14-4 that constitute infractions.

18.2 Misdemeanors.

- A. Public Safety Officers are authorized to enforce violations of these Airport Rules & Regulations under North Carolina General Statutes § 14-4 that constitute misdemeanors.

18.3 Administrative Violations/Civil Citations.

- A. The Authority shall authorize specific Authority personnel to enforce all administrative violations of these Airport Rules & Regulations by civil citation.
- B. Upon any administrative violation of these Airport Rules & Regulations, personnel designated in accordance with Section 18.3.A shall cause a civil citation to be issued to the violator.
- C. 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.
- D. 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.

- A. 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.B

through 18.4.D below. Additional penalties shall be stayed while an appeal of a civil citation is pending.

- B. 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.
- C. 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.
- D. Within ten (10) days of receipt of the request, in accordance with Section 18.4.A, the President & CEO shall mail a written decision to the requesting party at the address provided.
- E. 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 thirty (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 & 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 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:
- A. To the Authority.
 - B. To Public Safety.
 - C. To the President & CEO



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 9, 2023

ITEM DESCRIPTION – New Business Item A

Award of Contract with Tennoca Construction Company for the South Parking Lot

BACKGROUND

As the Board is aware, with the increase in the amount of passengers, the airport continues to have parking shortages during peak times despite the additional surface lots commissioned over the past two years.

On October 7, 2022, the Authority Board approved the scope of work with AVCON to design the South Parking Lot. Since then, airport staff have worked with AVCON to create the bid documents for a new shuttle parking lot that would be accessed via Terminal Drive and Rental Car Drive. This scope of work includes grading, storm drainage, new drive lanes, four bus stops for waiting passengers, striping, fencing, landscaping, and the infrastructure for parking control system. Due to the proximity of this project, there is also scope included to improve ongoing storm drainage maintenance issues south of Rental Car Drive.

This work would add approximately 600 revenue generating parking spaces. Per North Carolina Procurement Regulations, this work was advertised on April 28, 2023, formally bid on May 23, 2023 and only received one bid. Per the regulations, the project was then readvertised on May 23, 2023 and re-bid on May 30, 2023. For this re-bid, the Airport received three bids, and the lowest responsible bid was received by Tennoca Construction Company in the amount of \$8,388,839.20.

ISSUES

None.

New Business – Item A



ALTERNATIVES

None.

FISCAL IMPACT

The total cost contracted with Tennoca Construction is \$8,388,839.20. An additional \$1,600,000.00 will be spent separately for the state required stream mitigation measures. With a ten percent construction allowance of \$838,884, the total project budget is \$10,827,723.20. The original estimated budget for this project was \$7,790,000. However, the most current engineer’s estimate prior to the bid date was \$10,892,125. Due to escalation in materials and the required stream mitigation measures, the total budget will require an additional \$3,037,723.20. Presently, all of this will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the award of the contract with Tennoca Construction Company in the amount of \$8,388,839.20 and a total project budget of \$10,827,723.20; (2) authorize the President and CEO to execute the necessary documents; and (3) amend the FY2023/2024 budget by adopting the following budget ordinance amendment:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	_____ \$3,037,723.20
Totals	=====	===== \$3,037,723.20



This will result in a net increase of \$3,037,723.20 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	_____ \$3,037,723.20
Totals	_____	_____ \$3,037,723.20

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 9th day of June 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



June 1, 2023

Jared Merrill
Vice President – Planning
Greater Asheville Regional Airport Authority

**Reference: South Parking Area Project - Asheville Regional Airport
Recommendation of Award**

Dear Mr. Merrill:

Bids for the above referenced project were opened on May 30, 2023. The results of this bid opening, as included in the bid tabulation, are summarized below as follows:

BID TABULATION SUMMARY - SOUTH PARKING LOT

BIDDER	BASE BID	ADD/DEDUCT 1	ADD/DEDUCT 2
Tennoca Construction Company	\$7,261,432.20	(\$62,107.00)	\$282,570.00
Kwest Group	\$8,873,850.13	(\$74,084.00)	(\$211,923.00)
Morgan Corporation	\$12,835,156.00	(\$66,053.80)	(\$642,930.00)

BID TABULATION SUMMARY - ROFA IMPROVEMENTS

BIDDER	BASE BID	ADD/DEDUCT 3
Tennoca Construction Company	\$1,127,407.00	\$106,109.00
Kwest Group	\$1,613,617.00	(\$173,022.00)
Morgan Corporation	\$2,714,178.00	(\$471,585.00)

The apparent low bidder was Tennoca Construction Company. AVCON, Inc. (AVCON) has reviewed the bidder’s proposal and found minor errors in the bid schedule, which are corrected in the accompanying bid tabulation. All bidders and their subcontractors are listed on the NCDOT prequalification list as required in the bid documents. There was no DBE/MBE/WBE goal for this project.

Based on AVCON’s review, AVCON recommends award of Schedule 1 (South Parking Lot) and Schedule 2 (ROFA Improvements) for the South Parking Area project at the Asheville Regional Airport to Tennoca Construction Company, in the total amount of \$8,388,839.20. Award of Add/Deduct 1, Add/Deduct 2, and/or Add/Deduct 3 are at the discretion of the Authority.

Sincerely,

Travis Bird, P.E.
Project Manager, AVCON, Inc.

BID TABULATION ANALYSISASHEVILLE REGIONAL AIRPORT
SOUTH PARKING AREA**AVCON, INC.**

DATE PREPARED: 5/30/2023

PREPARED BY: TDB

AVCON PROJECT NO. 2022.0157.02

BID TABULATION SUMMARY - SOUTH PARKING LOT			
BIDDER	BASE BID	ADD/DEDUCT 1	ADD/DEDUCT 2
Tennoca Construction Company	\$7,261,432.20	(\$62,107.00)	\$282,570.00
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Highlighted cells reflect corrected bid amounts. Refer to individual tabulations on the following sheets for pay items that have been corrected

BID REQUIREMENT CHECKLIST	BIDDER		
	Tennoca	Kwest	Morgan
1. BID FORM	yes	yes	yes
2. BID PROPOSAL - PARKING LOT SCH 1	yes	yes	yes
3. BID PROPOSAL - PARKING LOT ADD/DEDUCT 1	yes	yes	yes
4. BID PROPOSAL - PARKING LOT ADD/DEDUCT 2	yes	yes	yes
5. BID PROPOSAL - ROFA IMPROVEMENT SCH 2	yes	yes	yes
6. BID PROPOSAL - ROFA IMPROVEMENT ADD/DEDUCT 3	yes	yes	yes
7. BIDDERS AFFIDAVIT	yes	yes	yes
8. BIDDERS AFFIDAVIT OF SUBCONTRACTORS	yes	yes	yes
9. BIDDERS EXPERIENCE	yes	yes	yes

This tabulation was prepared by AVCON, Inc. and is correct to the best of our knowledge, information and belief.

By:



Travis Bird, P.E.

Date:

5/31/2023

BID TABULATION ANALYSIS

ASHEVILLE REGIONAL AIRPORT
SOUTH PARKING AREA

AVCON, INC.

DATE PREPARED: 5/31/2023

PREPARED BY: TDB

AVCON PROJECT NO. 2022.0157.02

SOUTH PARKING LOT - BASE BID

BIDDERS

ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	Morgan Corporation		Tennoca Construction Company		Kwest Group		
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	
1	NCDOT 200	GRUBBING	8.20	AC	\$19,085.00	\$156,497.00	\$9,500.00	\$77,900.00	\$12,000.00	\$98,400.00	
2	NCDOT 200	CLEARING	1.90	AC	\$19,085.00	\$36,261.50	\$18,250.00	\$34,675.00	\$8,000.00	\$15,200.00	
3	NCDOT 200	CLEARING AND GRUBBING	1.40	AC	\$19,085.00	\$26,719.00	\$22,650.00	\$31,710.00	\$13,715.00	\$19,201.00	
4	NCDOT 223	EMBANKMENT IN PLACE	60,300	CY	\$39.60	\$2,387,880.00	\$18.00	\$1,085,400.00	\$32.00	\$1,929,600.00	
5	NCDOT 225	UNSUITABLE EXCAVATION	5,900	CY	\$67.90	\$400,610.00	\$24.50	\$144,550.00	\$34.00	\$200,600.00	
6	NCDOT 250	REMOVAL OF EXISTING ASPHALT	1,540	SY	\$6.80	\$10,472.00	\$6.00	\$9,240.00	\$6.25	\$9,625.00	
7	NCDOT 250	REMOVAL OF EXISTING ASPHALT PAVEMENT SECTION	1,460	SY	\$6.80	\$9,928.00	\$6.00	\$8,760.00	\$6.25	\$9,125.00	
8	NCDOT 260	PROOF ROLLING	28,200	SY	\$1.15	\$32,430.00	\$0.50	\$14,100.00	\$0.70	\$19,740.00	
9	NCDOT 305	18-INCH, RCP STORM DRAIN PIPE, CLASS III	83	LF	\$125.50	\$10,416.50	\$105.00	\$8,715.00	\$145.00	\$12,035.00	
10	NCDOT 305	18-INCH, RCP STORM DRAIN PIPE, CLASS IV	54	LF	\$142.50	\$7,695.00	\$110.00	\$5,940.00	\$166.00	\$8,964.00	
11	NCDOT 305	24-INCH, RCP STORM DRAIN PIPE, CLASS III	646	LF	\$152.00	\$98,192.00	\$128.00	\$82,688.00	\$168.00	\$108,528.00	
12	NCDOT 305	24-INCH, RCP STORM DRAIN PIPE, CLASS IV	563	LF	\$169.50	\$95,428.50	\$135.00	\$76,005.00	\$182.00	\$102,466.00	
13	NCDOT 305	30-INCH, RCP STORM DRAIN PIPE, CLASS III	441	LF	\$216.50	\$95,476.50	\$164.00	\$72,324.00	\$238.00	\$104,958.00	
14	NCDOT 305	36-INCH, RCP STORM DRAIN PIPE, CLASS III	212	LF	\$265.00	\$56,180.00	\$200.00	\$42,400.00	\$284.00	\$60,208.00	
15	NCDOT 305	36-INCH, RCP STORM DRAIN PIPE, CLASS IV	21	LF	\$421.50	\$8,851.50	\$233.00	\$4,893.00	\$393.00	\$8,253.00	
16	NCDOT 305	84-INCH, RCP STORM DRAIN PIPE, CLASS III	120	LF	\$1,805.00	\$216,600.00	\$1,144.00	\$137,280.00	\$1,865.00	\$223,800.00	
17	NCDOT 305	96-INCH, RCP STORM DRAIN PIPE, CLASS III	585	LF	\$2,265.00	\$1,325,025.00	\$1,562.00	\$913,770.00	\$2,016.00	\$1,179,360.00	
18	NCDOT 402	REMOVAL OF EXISTING DRAINAGE STRUCTURE	5	EA	\$4,500.00	\$22,500.00	\$875.00	\$4,375.00	\$4,315.00	\$21,575.00	
19	NCDOT 500	FINE GRADING	1	LS	\$62,345.00	\$62,345.00	\$250,000.00	\$250,000.00	\$38,280.00	\$38,280.00	
20	NCDOT 520	AGGREGATE BASE COURSE	6,000	CY	\$93.20	\$559,200.00	\$65.00	\$390,000.00	\$93.00	\$558,000.00	
21	NCDOT 600	PRIME COAT	7,600	GAL	\$10.90	\$82,840.00	\$1.00	\$7,600.00	\$8.00	\$60,800.00	
22	NCDOT 610	ASPHALT CONCRETE SURFACE COURSE	4,100	TON	\$182.50	\$748,250.00	\$120.00	\$492,000.00	\$119.00	\$487,900.00	
23	NCDOT 610	ASPHALT INTERMEDIATE COURSE	1,290	TON	\$176.00	\$227,040.00	\$116.00	\$149,640.00	**	\$115.00	\$148,350.00
24	NCDOT 710	8" PORTLAND CEMENT CONCRETE PAVEMENT, MISCELLANEOUS	2,240	SY	\$99.40	\$222,656.00	\$101.00	\$226,240.00	\$90.00	\$201,600.00	
25	NCDOT 710	6" CONCRETE ISLANDS, INCLUDING CURB	425	SY	\$119.50	\$50,787.50	\$97.00	\$41,225.00	\$73.00	\$31,025.00	
26	NCDOT 800	MOBILIZATION	1	LS	\$525,000.00	\$525,000.00	\$250,000.00	\$250,000.00	\$292,300.00	\$292,300.00	
27	NCDOT 801	SURVEY AND STAKEOUT	1	LS	\$216,030.00	\$216,030.00	\$35,000.00	\$35,000.00	\$96,000.00	\$96,000.00	
28	NCDOT 802	DISPOSAL OF WASTE AND DEBRIS	1	LS	\$44,965.00	\$44,965.00	\$200,000.00	\$200,000.00	\$38,180.00	\$38,180.00	
29	NCDOT 838	18-INCH PRECAST CONCRETE REINFORCED ENDWALL	1	EA	\$7,340.00	\$7,340.00	\$2,500.00	\$2,500.00	\$2,908.00	\$2,908.00	
30	NCDOT 838	24-INCH PRECAST CONCRETE REINFORCED ENDWALL	5	EA	\$7,145.00	\$35,725.00	\$3,540.00	\$17,700.00	\$3,463.00	\$17,315.00	
31	NCDOT 838	36-INCH PRECAST CONCRETE REINFORCED ENDWALL	1	EA	\$8,530.00	\$8,530.00	\$6,130.00	\$6,130.00	\$5,090.00	\$5,090.00	
32	NCDOT 838	84-INCH PRECAST CONCRETE REINFORCED ENDWALL	2	EA	\$102,300.00	\$204,600.00	\$38,000.00	\$76,000.00	\$39,825.00	\$79,650.00	
33	NCDOT 838	96-INCH PRECAST CONCRETE REINFORCED ENDWALL	1	EA	\$106,570.00	\$106,570.00	\$47,000.00	\$47,000.00	\$39,825.00	\$39,825.00	
34	NCDOT 846	CONCRETE CURB AND GUTTER (1'6")	4,750	LF	\$27.20	\$129,200.00	\$24.00	\$114,000.00	\$21.00	\$99,750.00	
35	NCDOT 846	CONCRETE CURB AND GUTTER (2'6")	100	LF	\$36.30	\$3,630.00	\$69.00	\$6,900.00	\$29.00	\$2,900.00	
36	NCDOT 846	PRECAST MANHOLE	5	EA	\$6,095.00	\$30,475.00	\$16,700.00	\$83,500.00	\$4,975.00	\$24,875.00	
37	NCDOT 846	PRECAST MANHOLE FOR 96" PIPE	1	EA	\$58,990.00	\$58,990.00	\$33,780.00	\$33,780.00	\$41,650.00	\$41,650.00	
38	NCDOT 846	PRECAST CURB INLET	16	EA	\$7,335.00	\$117,360.00	\$3,200.00	\$51,200.00	\$5,590.00	\$89,440.00	
39	NCDOT 846	PRECAST DROP INLET	2	EA	\$7,265.00	\$14,530.00	\$2,830.00	\$5,660.00	\$4,976.00	\$9,952.00	
40	NCDOT 846	PRECAST RISER	1	EA	\$42,505.00	\$42,505.00	\$8,200.00	\$8,200.00	\$10,177.00	\$10,177.00	
41	NCDOT 848	4' CONCRETE SIDEWALK	520	SY	\$155.00	\$80,600.00	\$78.00	\$40,560.00	\$77.00	\$40,040.00	
42	NCDOT 848	CONCRETE CURB RAMP	7	EA	\$2,270.00	\$15,890.00	\$1,890.00	\$13,230.00	\$1,600.00	\$11,200.00	
43	NCDOT 862	STEEL BEAM GUARDRAIL	1,300	LF	\$40.30	\$52,390.00	\$74.00	\$96,200.00	\$28.18	\$36,634.00	

44	NCDOT 866	6' CHAIN LINK FENCE	3,700	LF	\$53.20	\$196,840.00	\$53.00	\$196,100.00	\$55.29	\$204,573.00
45	NCDOT 866	TEMPORARY CHAIN LINK FENCE	700	LF	\$53.20	\$37,240.00	\$21.00	\$14,700.00	\$32.00	\$22,400.00
46	NCDOT 866	12" SWING GATE	1	EA	\$98,805.00	\$98,805.00	\$1,575.00	\$1,575.00	\$2,765.00	\$2,765.00
47	NCDOT 876	RIP RAP, CLASS B	49	CY	\$224.00	\$10,976.00	\$123.00	\$6,027.00	\$253.00	\$12,397.00
48	NCDOT 876	RIP RAP, CLASS II	471	CY	\$206.50	\$97,261.50	\$136.00	\$64,056.00	\$252.00	\$118,692.00
49	NCDOT 1089	TRAFFIC CONTROL	1	LS	\$290,710.00	\$290,710.00	\$26,250.00	\$26,250.00	\$8,506.00	\$8,506.00
50	NCDOT 1205	PAINT PAVEMENT MARKING LINES, 4"	14,600	LF	\$1.25	\$18,250.00	\$0.70	\$10,220.00	\$0.69	\$10,074.00
51	NCDOT 1205	PAINT PAVEMENT MARKING LINES, 6"	1,200	LF	\$1.75	\$2,100.00	\$1.00	\$1,200.00	\$0.98	\$1,176.00
52	NCDOT 1205	PAINT PAVEMENT MARKING LINES, 12"	108	LF	\$2.90	\$313.20	\$1.60	\$172.80	\$1.63	\$176.04
53	NCDOT 1205	PAINT PAVEMENT MARKING LINES, 24"	42	LF	\$8.75	\$367.50	\$4.70	\$197.40	\$4.88	\$204.96
54	NCDOT 1205	PAINT PAVEMENT MARKING LINES, SINGLE TURNING ARROW	3	EA	\$106.50	\$319.50	\$58.00	\$174.00	\$59.67	\$179.01
55	NCDOT 1205	PAINT PAVEMENT MARKING LINES, HANDICAP	16	EA	\$87.30	\$1,396.80	\$47.00	\$752.00	\$48.82	\$781.12
56	NCDOT 1605	MAINTAIN EXISTING SILT FENCE	725	LF	\$16.70	\$12,107.50	\$1.00	\$725.00	\$4.00	\$2,900.00
57	NCDOT 1605	SILT FENCE	7,400	LF	\$3.40	\$25,160.00	\$3.50	\$25,900.00	\$3.75	\$27,750.00
58	NCDOT 1631	MATTING FOR EROSION CONTROL	26,900	SY	\$2.50	\$67,250.00	\$1.80	\$48,420.00	\$2.00	\$53,800.00
59	NCDOT 1660	SEEDING AND MULCHING	6	AC	\$28,790.00	\$172,740.00	\$2,100.00	\$12,600.00	\$4,360.00	\$26,160.00
60	AR-100	40' SPAN TWO RADIUS ARCH WITH ENDWALLS	1	LS	\$1,216,280.00	\$1,216,280.00	\$650,000.00	\$650,000.00	\$972,500.00	\$972,500.00
61	AR-100	FOUNDATION SOIL IMPROVEMENT	1	LS	\$625,000.00	\$625,000.00	\$32,000.00	\$32,000.00	\$22,275.00	\$22,275.00
62	WD-100	WATER DIVERSION	1	LS	\$425,560.00	\$425,560.00	\$37,500.00	\$37,500.00	\$35,540.00	\$35,540.00
63	C-102	MAINTAIN EXISTING CONSTRUCTION ENTRANCE	3	EA	\$2,300.00	\$6,900.00	\$7,700.00	\$23,100.00	\$5,785.00	\$17,355.00
64	C-102	SKIMMER BASIN 1	1	LS	\$45,055.00	\$45,055.00	\$36,000.00	\$36,000.00	\$94,280.00	\$94,280.00
65	C-102	SKIMMER BASIN 2	1	LS	\$50,985.00	\$50,985.00	\$18,000.00	\$18,000.00	\$60,600.00	\$60,600.00
66	C-102	DIVERSION DITCH	1,300	LF	\$5.40	\$7,020.00	\$5.00	\$6,500.00	\$15.00	\$19,500.00
67	C-102	BLOCK AND GRAVEL INLET PROTECTION	21	EA	\$1,750.00	\$36,750.00	\$345.00	\$7,245.00	\$375.00	\$7,875.00
68	C-102	CONVERT SKIMMER BASIN TO STORMWATER POND	1	LS	\$7,770.00	\$7,770.00	\$17,000.00	\$17,000.00	\$51,450.00	\$51,450.00
69	S-145	GATE ARM SYSTEM	3	EA	\$22,800.00	\$68,400.00	\$10,500.00	\$31,500.00	\$8,510.00	\$25,530.00
70	S-910	2" PVC CONDUIT DIRECT BURIED (AVL)	2,500	LF	\$26.20	\$65,500.00	\$33.00	\$82,500.00	\$17.00	\$42,500.00
71	S-910	2" PVC CONDUIT DIRECT BURIED (DUKE ENERGY)	3,200	LF	\$30.00	\$96,000.00	\$23.00	\$73,600.00	\$26.50	\$84,800.00
72	S-910	PULL BOX	8	EA	\$2,620.00	\$20,960.00	\$1,600.00	\$12,800.00	\$850.50	\$6,804.00
73	S-910	BUS SHELTER (OWNER SUPPLIED)	4	EA	\$3,980.00	\$15,920.00	\$3,125.00	\$12,500.00	\$13,625.00	\$54,500.00
74	S-910	WHEEL STOP	602	EA	\$142.50	\$85,785.00	\$187.00	\$112,574.00	\$105.00	\$63,210.00
75	S-910	SIGNS	20	EA	\$485.00	\$9,700.00	\$438.00	\$8,760.00	\$260.00	\$5,200.00
76	S-910	BOLLARDS	12	EA	\$1,820.00	\$21,840.00	\$1,875.00	\$22,500.00	\$2,180.00	\$26,160.00
77	S-910	REMOVE AND REPLACE EXISTING RENTAL CAR ROAD LIGHTING	1	LS	\$22,000.00	\$22,000.00	\$38,000.00	\$38,000.00	\$10,635.00	\$10,635.00
78	S-910	JERSEY BARRIERS	40	EA	\$900.00	\$36,000.00	\$2,500.00	\$100,000.00	\$1,300.00	\$52,000.00
79	MSD	ADJUST SANITARY SEWER MANHOLES	3	EA	\$23,920.00	\$71,760.00	\$1,000.00	\$3,000.00	\$1,230.00	\$3,690.00
80	MSD	REMOVE EXISTING 8" CLAY SEWER PIPE	550	LF	\$96.50	\$53,075.00	\$35.00	\$19,250.00	\$24.00	\$13,200.00
81	MSD	8" DIP PIPE	550	LF	\$134.00	\$73,700.00	\$106.00	\$58,300.00	\$119.00	\$65,450.00
82	MSD	ADJUST EXISTING CLEANOUT	1	EA\	\$5,885.00	\$5,885.00	\$614.00	\$614.00	\$1,230.00	\$1,230.00
83	MSD	REMOVE EXISTING SANITARY SEWER MANHOLE	2	EA	\$4,550.00	\$9,100.00	\$1,500.00	\$3,000.00	\$375.00	\$750.00
84	MSD	SANITARY SEWER MANHOLE	2	EA	\$18,740.00	\$37,480.00	\$8,000.00	\$16,000.00	\$5,715.00	\$11,430.00
85	32 92 00	Landscaping Triple Hammered Hardwood Mulch (3" Thick)	13	CY	\$148.50	\$1,930.50	\$90.00	\$1,170.00	\$92.00	\$1,196.00
86	32 93 00	Landscaping Tree - Acer Saccharum 'Legacy' - 2" CAL	14	EA	\$884.50	\$12,383.00	\$640.00	\$8,960.00	\$645.00	\$9,030.00
87	32 93 00	Landscaping Tree - Ginko Biloba 'The President' - 2" CAL	2	EA	\$1,275.00	\$2,550.00	\$1,200.00	\$2,400.00	\$1,220.00	\$2,440.00
88	32 93 00	Landscaping Tree - Ulmus Americana 'Princeton' - 2" CAL	31	EA	\$884.50	\$27,419.50	\$600.00	\$18,600.00	\$797.00	\$24,707.00
TOTAL						\$12,835,156.00	*	\$7,261,432.20	*	\$8,873,850.13

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BID TABULATION ANALYSIS

ASHEVILLE REGIONAL AIRPORT
SOUTH PARKING AREA

AVCON, INC.

DATE PREPARED: 5/31/2023

PREPARED BY: TDB

AVCON PROJECT NO.2022.0157.02

SOUTH PARKING LOT - ADD/DEDUCT 1

					BIDDERS						
					Morgan Corporation		Tennoca Construction Company		Kwest Group		
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	
1	NCDOT 305	18-INCH, RCP STORM PIPE, CLASS III	-83	LF	\$125.50	-\$10,416.50	\$105.00	-\$8,715.00	\$138.00	-\$11,454.00	
2	NCDOT 305	24-INCH, RCP STORM PIPE, CLASS III	-646	LF	\$152.00	-\$98,192.00	\$128.00	-\$82,688.00	\$155.00	-\$100,130.00	
3	NCDOT 305	30-INCH, RCP STORM PIPE, CLASS III	-441	LF	\$216.50	-\$95,476.50	\$164.00	-\$72,324.00	\$205.00	-\$90,405.00	
4	NCDOT 305	36-INCH, RCP STORM PIPE, CLASS III	-212	LF	\$265.00	-\$56,180.00	\$200.00	-\$42,400.00	\$243.00	-\$51,516.00	
5	NCDOT 305	18-INCH, RCP STORM PIPE, HDPE	83	LF	\$98.90	\$8,208.70	\$74.00	\$6,142.00	\$110.00	\$9,130.00	
6	NCDOT 305	24-INCH, RCP STORM PIPE, HDPE	646	LF	\$118.50	\$76,551.00	\$93.00	\$60,078.00	\$108.00	\$69,768.00	
7	NCDOT 305	30-INCH, RCP STORM PIPE, HDPE	441	LF	\$178.50	\$78,718.50	\$112.00	\$49,392.00	\$153.00	\$67,473.00	
8	NCDOT 305	36-INCH, RCP STORM PIPE, HDPE	212	EA	\$204.00	\$43,248.00	\$134.00	\$28,408.00	**	\$210.00	\$44,520.00
9	NCDOT 838	18-INCH PRECAST CONCRETE REINFORCED ENDWALL	-1	EA	\$7,340.00	-\$7,340.00	\$2,500.00	-\$2,500.00	\$2,760.00	-\$2,760.00	
10	NCDOT 838	24-INCH PRECAST CONCRETE REINFORCED ENDWALL	-5	EA	\$7,145.00	-\$35,725.00	\$3,540.00	-\$17,700.00	\$3,290.00	-\$16,450.00	
11	NCDOT 838	36-INCH PRECAST CONCRETE REINFORCED ENDWALL	-1	EA	\$8,530.00	-\$8,530.00	\$6,130.00	-\$6,130.00	\$4,830.00	-\$4,830.00	
12	NCDOT 838	18-INCH HDPE ENDWALL	1	EA	\$5,395.00	\$5,395.00	\$2,500.00	\$2,500.00	\$1,550.00	\$1,550.00	
13	NCDOT 838	24-INCH HDPE ENDWALL	5	EA	\$4,685.00	\$23,425.00	\$3,540.00	\$17,700.00	\$1,632.00	\$8,160.00	
14	NCDOT 838	36-INCH HDPE ENDWALL	1	EA	\$10,260.00	\$10,260.00	\$6,130.00	\$6,130.00	\$2,860.00	\$2,860.00	
TOTAL						-\$66,053.80		-\$62,107.00	*	-\$74,084.00	

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BID TABULATION ANALYSIS
 ASHEVILLE REGIONAL AIRPORT
 SOUTH PARKING AREA

AVCON, INC.
 DATE PREPARED: 5/31/2023
 PREPARED BY: TDB

AVCON PROJECT NO. 2022.0157.02

SOUTH PARKING LOT - ADD/DEDUCT 2					BIDDERS					
					Morgan Corporation		Tennoca Construction Company		Kwest Group	
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	NCDOT 305	84-INCH, RCP STORM DRAIN PIPE, CLASS III	-120.00	LF	\$1,805.00	-\$216,600.00	\$1,144.00	-\$137,280.00	\$1,770.00	-\$212,400.00
2	NCDOT 305	96-INCH, RCP STORM DRAIN PIPE, CLASS III	-585.00	LF	\$2,265.00	-\$1,325,025.00	\$1,562.00	-\$913,770.00	\$1,915.00	-\$1,120,275.00
3	NCDOT 305	108-INCH, ALUMINUM CMP PIPE	120.00	LF	\$1,525.00	\$183,000.00	\$1,700.00	\$204,000.00	\$2,161.00	\$259,320.00
4	NCDOT 305	120-INCH, ALUMINUM CMP PIPE	585	LF	\$1,495.00	\$874,575.00	\$1,840.00	\$1,076,400.00	\$1,431.00	\$837,135.00
5	NCDOT 838	84-INCH PRECAST CONCRETE REINFORCED ENDWALL	-2	EA	\$102,300.00	-\$204,600.00	\$38,000.00	-\$76,000.00	\$37,775.00	-\$75,550.00
6	NCDOT 838	96-INCH PRECAST CONCRETE REINFORCED ENDWALL	-1	EA	\$106,570.00	-\$106,570.00	\$47,000.00	-\$47,000.00	\$37,778.00	-\$37,778.00
7	NCDOT 838	108-INCH, ALUMINUM ENDWALL	2	EA	\$58,955.00	\$117,910.00	\$50,000.00	\$100,000.00	\$47,160.00	\$94,320.00
8	NCDOT 838	120-INCH, STORM DRAIN PIPE, HDPE	1	EA	\$51,985.00	\$51,985.00	\$65,000.00	\$65,000.00	\$42,590.00	\$42,590.00
9	NCDOT 838	PRECAST MANHOLE FOR 96" PIPE	-1	EA	\$58,990.00	-\$58,990.00	\$33,780.00	-\$33,780.00	\$39,485.00	-\$39,485.00
10	NCDOT 838	PRECAST MANHOLE FOR 120" PIPE	1	EA	\$41,385.00	\$41,385.00	\$45,000.00	\$45,000.00	\$40,200.00	\$40,200.00
TOTAL						-\$642,930.00		\$282,570.00		-\$211,923.00

BID TABULATION ANALYSIS
 ASHEVILLE REGIONAL AIRPORT
 SOUTH PARKING AREA

AVCON, INC.
 DATE PREPARED: 5/31/2023
 PREPARED BY: TDB

AVCON PROJECT NO. 2022.0157.02

ROFA IMPROVEMENTS - BASE BID					BIDDERS					
					Morgan Corporation		Tennoca Construction Company		Kwest Group	
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	NCDOT 225	EMBANKMENT IN PLACE	3,100	CY	\$44.20	\$137,020.00	\$19.00	\$58,900.00	\$48.00	\$148,800.00
2	NCDOT 225	UNSUITABLE EXCAVATION	1,400	CY	\$44.10	\$61,740.00	\$25.00	\$35,000.00	\$36.00	\$50,400.00
3	NCDOT 305	24-INCH, RCP STORM DRAIN PIPE, CLASS III	13	LF	\$160.00	\$2,080.00	\$200.00	\$2,600.00	\$267.00	\$3,471.00
4	NCDOT 305	96-INCH, RCP STORM DRAIN PIPE, CLASS III	364	LF	\$2,385.00	\$868,140.00	\$1,680.00	\$611,520.00	\$2,145.00	\$780,780.00
5	NCDOT 800	MOBILIZATION	1	LS	\$162,000.00	\$162,000.00	\$25,000.00	\$25,000.00	\$137,940.00	\$137,940.00
6	NCDOT 801	SURVEY AND STAKEOUT	1	LS	\$165,000.00	\$165,000.00	\$10,500.00	\$10,500.00	\$56,220.00	\$56,220.00
7	NCDOT 802	DISPOSAL OF WASTE AND DEBRIS	1	LS	\$77,115.00	\$77,115.00	\$55,000.00	\$55,000.00	\$14,182.00	\$14,182.00
8	NCDOT 838	96-INCH PRECAST CONCRETE REINFORCED ENDWALL	2	EA	\$122,060.00	\$244,120.00	\$47,000.00	\$94,000.00	\$41,985.00	\$83,970.00
9	NCDOT 846	PRECAST DROP INLET	1	EA	\$9,540.00	\$9,540.00	\$2,600.00	\$2,600.00	\$5,242.00	\$5,242.00
10	NCDOT 846	DRAINAGE STRUCTURE	1	EA	\$89,625.00	\$89,625.00	\$31,740.00	\$31,740.00	\$43,918.00	\$43,918.00
11	NCDOT 876	RIP RAP, CLASS 2	471	CY	\$189.00	\$89,019.00	\$107.00	\$50,397.00	\$261.00	\$122,931.00
12	NCDOT 1631	MATTING FOR EROSION CONTROL	5,800	ST	\$2.65	\$15,370.00	\$3.00	\$17,400.00	\$2.10	\$12,180.00
13	NCDOT 1660	SEEDING AND MULCHING	1	LS	\$6,095.00	\$6,095.00	\$5,000.00	\$5,000.00	\$4,630.00	\$4,630.00
14	C-102	CONSTRUCTION ENTRANCE	1	EA	\$12,680.00	\$12,680.00	\$5,500.00	\$5,500.00	\$17,565.00	\$17,565.00
15	C-102	BLOCK AND GRAVEL INLET PROTECTION	3	EA	\$1,820.00	\$5,460.00	\$345.00	\$1,035.00	\$24.00	\$72.00
16	S-102	SAFETY AND SECURITY	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$28,250.00	\$28,250.00
17	F-160	10' WILDLIFE FENCE	728	LF	\$585.50	\$426,244.00	\$105.00	\$76,440.00	\$83.00	\$60,424.00
18	F-160	10' DOUBLE SWING GATE	1	EA	\$40,085.00	\$40,085.00	\$3,675.00	\$3,675.00	\$2,935.00	\$2,935.00
19	F-160	REMOVE AND REPLACE EXISTING SWING GATE	1	EA	\$28,865.00	\$28,865.00	\$3,600.00	\$3,600.00	\$2,257.00	\$2,257.00
20	WD-100	WATER DIVERSION	1	LS	\$223,980.00	\$223,980.00	\$12,500.00	\$12,500.00	\$37,450.00	\$37,450.00
TOTAL						\$2,714,178.00		\$1,127,407.00		\$1,613,617.00

BID TABULATION ANALYSIS
 ASHEVILLE REGIONAL AIRPORT
 SOUTH PARKING AREA

AVCON, INC.
 DATE PREPARED: 5/31/2023
 PREPARED BY: TDB
 AVCON PROJECT NO. 2022.0157.02

ROFA IMPROVEMENTS - ADD/DEDUCT 3

BIDDERS										
					Morgan Corporation		Tennoca Construction Company		Kwest Group	
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	NCDOT 305	24-INCH, RCP STORM DRAIN PIPE, CLASS III	-13	LF	\$160.00	-\$2,080.00	\$200.00	-\$2,600.00	\$1,262.00	-\$16,406.00
2	NCDOT 305	96-INCH, RCP STORM DRAIN PIPE, CLASS III	-364	LF	\$2,385.00	-\$868,140.00	\$1,680.00	-\$611,520.00	\$1,932.00	-\$703,248.00
3	NCDOT 305	24-INCH, STORM DRAIN PIPE, HDPE	13	LF	\$130.00	\$1,690.00	\$93.00	\$1,209.00	\$185.00	\$2,405.00
4	NCDOT 305	120-INCH, ALUMINUM CMP PIPE	364	LF	\$1,580.00	\$575,120.00	\$1,840.00	\$669,760.00	\$1,478.00	\$537,992.00
5	NCDOT 846	DRAINAGE STRUCTURE	-1	EA	\$89,625.00	-\$89,625.00	\$31,740.00	-\$31,740.00	\$39,485.00	-\$39,485.00
6	NCDOT 846	DRAINAGE STRUCTURE (120" PIPE)	1	EA	\$45,340.00	\$45,340.00	\$45,000.00	\$45,000.00	\$40,200.00	\$40,200.00
7	NCDOT 838	96-INCH PRECAST CONCRETE REINFORCED ENDWALL	-2	EA	\$122,060.00	-\$244,120.00	\$47,000.00	-\$94,000.00	\$37,780.00	-\$75,560.00
8	NCDOT 838	120-INCH, ALUMINUM ENDWALL	2	EA	\$55,115.00	\$110,230.00	\$65,000.00	\$130,000.00	\$40,540.00	\$81,080.00
TOTAL						-\$471,585.00	*	\$106,109.00		-\$173,022.00

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CONTRACT AGREEMENT

SOUTH PARKING AREA

FOR THE

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

This Agreement made and entered into this ___ day of _____, 2023, by and between the **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY** (the "Authority") and **TENNOCA CONSTRUCTION COMPANY** (the "Company") located at 1575 Smokey Park Highway, Candler, North Carolina 28715.

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in good firm, substantial and workmanlike manner, the work specified in strict conformity with the drawings and the specifications hereinafter set forth, together with foregoing Proposal made by the Contractor, the Instruction to Bidders, Mandatory Contract Provisions, Special Conditions, General Provisions, Technical Specifications and this Agreement constitute the Contract. The work covered by this Agreement includes all work shown on the plans and specifications and listed in the attached Proposal ("the Product"), at the Asheville Regional Airport.

The Company is qualified and willing to provide such Product.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained and other valuable consideration, the Authority and the Company hereby mutually undertake, promise and agree, each for themselves, their successors and assigns as follows:

I. EMPLOYMENT OF THE COMPANY

The Company agrees to provide the Product herein described, in accordance with the terms of this Agreement all at the Company's sole expense.

II. SCOPE OF WORK

2.1 The Company agrees to construct, manufacture, sell, transfer and deliver in accordance with the terms set forth in the Bid Documents and subsequent Agreement Documents, the Product offered by the Company and as the Authority has described in the Specifications. The terms of the Agreement Documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations, or other similar documents shall be binding upon the Authority unless such document is signed by an authorized representative of the Authority.

2.2 The Company agrees to provide all personnel, labor, supplies and equipment required for the purchase.

III. PRODUCT

3.1 Quantity: Items to be delivered/furnished/installed by the Contractor according to the scope of work, specifications and plans.

3.2 Description: **Per bid plans and specifications.**

IV. WARRANTY

- 4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship, and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The Product furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. Manufacturer furnishing this Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.
- 4.2 In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Company has not corrected specified deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to affect such remedy. Any such amounts so charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.
- 4.3 Until expiration of any stated warranties the Authority shall inspect the Product and immediately notify the Company of any issues. The Company will immediately resolve any issues relating to the Product, and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.
- 4.4 Unless otherwise noted within the contract documents, any reference to warranties shall be understood as one (1) year.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning as established by the Notice to Proceed and ending upon the dates established by the calendar days listed per the project specifications and acceptance of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

- 6.1 The Authority shall pay the Company the unit prices stipulated in the Contractor's Proposal hereto attached as full compensation for everything furnished in an acceptable manner, the total amount of **\$8,388,839.20**, for furnishing the Product or as stated in bid based on unit prices.
- 6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior approval by the Authority.

VII. INSURANCE REQUIREMENTS

- 7.1 The Company agrees to indemnify and save the Authority, its officers, agents and employees harmless from any liabilities, including, but not limited to, claims, judgments, fines, costs and attorneys' fees, to persons or property resulting from or arising out of the conduct of the Agreement or providing of services hereunder by the Company; and further agrees to carry and furnish the Authority a certificate(s) of public liability insurance and automobile liability insurance, in single limit amounts not less than \$1,000,000.00 for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that

such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.

- 7.2 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

VIII. SECURITY REQUIREMENTS

- 8.1 The Authority shall maintain through the term of this Agreement the Bid Bond and Performance Bond provided by Company as part of its bid for the Product.
- 8.2 The terms of the Performance Bond and Payment Bond are subject to final Owner approval. The Performance Bond must specifically identify the options available to the Surety upon notice of Contractor's default or notice of Contractor's default and Owner's termination of the contract. The Performance Bond must specifically state that the Surety cannot, under any circumstances, arrange for the completion of the Contract by the defaulting and terminated Contractor, and the Performance Bond must specifically state that if the Surety elects to arranged for another Contractor to perform and complete the Contract or to undertake and perform and complete the Contract itself, the Surety must obtain the Owner's consent as to the completion Contractor or Contractors.

IX. INSTALLATION

- 9.1 The Product shall be installed per plans and specifications.

X. INVOICE AND PAYMENT

- 10.1 Payment terms are 30 days from approval date of Engineer and submission of all accurate documentation pertaining to the invoice, which shall be no sooner than the delivery to the Greater Asheville Regional Airport Authority, and the acceptance or approval date of the Product by the Authority.

Invoice shall be directed to:

Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

- 10.2 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").

XI. TITLE AND RISK OF LOSS

Unless otherwise specified in connection with a particular order placed pursuant to this Agreement, title and risk of loss of or damage to the Product shall pass from the Company to the Authority when delivered to the Authority as specified in the order, except for loss or damage resulting from Company's fault or negligence or failure to comply with an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

XII. STATUS OF COMPANY

The status of the Company under this Contract shall be that of an independent contractor retained on a contractual basis to provide Product for a limited period of time, and it is not intended, nor shall it be construed that the Company, or employees of the Company, are employees, officers or agents of the Authority for any purpose whatsoever.

XIII. TERMINATION

- 13.1 The Authority may terminate this Contract immediately for default by written notice to the Company of such termination if the Company neglects to provide the Product properly, performs in an unsatisfactory manner, or fails to perform any provision of this Contract. In the event of termination for default, the Authority shall have against the Company all remedies provided by law and equity.
- 13.2 The Authority further, at its sole option and discretion, may terminate or reduce the scope of work at any time, without any default on the part of the Company, by giving a written notice to the Company at least 30 days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.
- 13.3 In the event of full or partial termination by the Authority, the Company shall terminate all purchase of the Product under the Contract, to the extent and on the date specified in the notice of termination and until such date, to the extent stated in the notice of termination, shall provide such Product, and be compensated only for such Product, as may be necessary as determined by the Authority's representative in his sole discretion to preserve the work in progress and to protect materials, buildings and equipment. The Authority may then proceed with provision of the Product to be provided in any lawful manner that it may elect.
- 13.4 In the event of termination or reduction in the scope of any future purchase of Product provided by the Authority, the Authority shall pay the Company for all Product satisfactorily received up to the effective date of termination or reduction in the scope of any future purchase to be provided, in accordance with the price for such Product submitted with the Proposal. The Authority and the Company shall negotiate in good faith to arrive at a revised Contract price schedule.

XIV. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Product, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Product to an extent not acceptable to the Authority, the Authority reserves the right to cancel the Agreement, pay for any Product

provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

XV. NOTICES

Notices to either party provided for herein shall be in writing and shall be sufficient if hand- delivered, sent by courier, or sent by certified or registered mail, postage prepaid, addressed as follows:

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

To Company: TENNOCA CONSTRUCTION COMPANY
P.O. BOX 2379
CANDLER, NC 28715

or to such other respective address as the parties may designate to each other in writing from time to time.

XVI. COMPLIANCE WITH LAWS

Both parties agree that in performing under this Agreement, they will in all respects follow and comply with all applicable governmental laws, regulations, orders and other rules of duly constituted Authority.

XVII. NO ASSIGNMENT

The Company shall not assign, subcontract or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Product to be rendered by the Company hereunder, without the prior express written consent of the Authority.

XVIII. CUMULATIVE REMEDIES, WAIVER

The parties agree that, any and all, remedies that are provided for in this Agreement shall be cumulative and in addition to any other remedies which are provided for in law or equity. No waiver or failure to act on the part of any party to this Agreement shall prevent such party from later exercising their rights under this Agreement.

XIX. COMPLETE UNDERSTANDING

This Agreement sets forth the entire Agreement between the parties. This Agreement may not be changed, altered, or amended except by in writing and signed by both parties.

XX. NON-DISCRIMINATION

20.1 During the performance of this Agreement, the Company, for itself, its assignees and successor interest, agrees as follows:

- A. Compliance with Regulations. The Company shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. Non-discrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the Company of the Company's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.
- D. Information and Reports. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Company noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Company under the Agreement until the Company complies; and /or
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. The Company shall include the provisions of paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Company shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

20.2 The Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity that benefit from Federal assistance. This Section obligates the Company for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, this Section obligates the Company for the longer of the following periods: (a) the period during which the property for which Federal assistance is extended, or for another purpose involving the provision of similar Product or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of contractors this Section binds the contractors from the Proposal solicitation period through the completion of the contract. The Company shall include the provisions of this Section in every subcontract, including procurements of materials and lease of equipment, under this Agreement.

XXI. INDEMNIFICATION

The Company shall, and shall cause any subcontractor to, assume responsibility for loss or damage to property or injury to persons resulting from, arising out of or associated with such subcontractor's Product rendered pursuant to this Agreement, as well as for any claims made by or on behalf of such subcontractor's agents, servants and employees arising out of their employment or work pertaining to the Product rendered pursuant to this Agreement. The Company shall, and shall cause any subcontractor at all times to indemnify

and hold the Authority and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including those reasonable and necessary costs, attorney and witness fees and expenses incidental thereto, arising out of, or in connection with the Product rendered under the terms of this Agreement, except for acts arising out of the sole negligence of the Authority. The parties hereto shall promptly report to the other any such claim or suit against either of them.

XXII. INDEPENDENT CONTRACTOR

It is agreed and understood that in performing its Product hereunder, the Company acts as an independent contractor in every respect and that the Company shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the Authority. The selection, retention, assignment, direction and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees.

The Company agrees that its employees shall have no right to participate in any group, life, and accident or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform Product pursuant to this Agreement, and the Company shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their Product.

XXIII. SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, the rights of the Company to use the premises, facilities, rights, licenses, Product and privileges herein granted shall cease and the Company shall forthwith, upon such expiration or termination, surrender the same.

XXIV. HEADINGS

The paragraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

XXV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina.

XXVI. INCORPORATION OF DOCUMENTS

This Agreement, together with the following documents, constitutes the Agreement Documents and are attached hereto and made a part hereof:

- A. Cover Page
- B. Invitation to Submit Bid
- C. Definition of Terms
- D. Instructions to Bidders
- E. General Conditions
- F. Bid Form
- G. Bidder's Experience and Qualifications Questionnaire
- H. Agreement
- I. Exhibits
- J. Insurance, Payment & Performance Bond Certificates

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

IN TESTIMONY WHEREOF, each of the parties has caused its duly authorized representative to execute and deliver this Agreement, effective as of the date first above written.

Authority:

Greater Asheville Regional Airport Authority

Company:

TENNOCA CONSTRUCTION COMPANY

By: _____
Title: President & CEO

By: _____
Title: _____

Date: _____

Date: _____

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

Finance Officer

Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, TENNOCA CONSTRUCTION COMPANY of the State of _____ and County of _____ hereinafter, known as the Principal, and _____, a corporation chartered and existing under the laws of the State of _____ and duly authorized to business in the State of North Carolina as Surety, are held and firmly bound unto the **Greater Asheville Regional Airport Authority** hereinafter known as the Owner, in the penal sum of Eight Million, Three Hundred Eighty Eight Thousand, Eight Hundred and Thirty Nine Dollars and Twenty Cents (\$8,388,839.20) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney'-s fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 2023, either in person or by agents fully authorized. -

As to Principal:

Signed, sealed and delivered in the presence of:
Principal

Witness

Notary Public

By: _____(L.S.)

State of _____

County of _____

As to Surety:

Signed, sealed and delivered in the presence of:
Surety

Witness

Notary Public

By: _____(L.S)

State of _____

County of _____

Approved as to form:

Owner's Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that TENNOCA CONSTRUCTION COMPANY, of the State of _____ and County of _____ hereinafter, known as the Principal, and _____ a corporation chartered and existing under the laws of the State of _____ and duly authorized to do business in the State of North Carolina as Surety, are held and firmly bound unto the **Greater Asheville Regional Airport Authority** hereinafter known as the Owner, in the penal sum of Eight Million, Three Hundred Eighty Eight Thousand, Eight Hundred and Thirty Nine Dollars and Twenty Cents (\$8,388,839.20) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, to complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner and Owner's Agents harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner and the Owner's Agents harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the United States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Chapter 44A, Article 3 of the North Carolina General Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with

greater or additional rights than those set forth in Chapter 44A, Article 3. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this _____ day of _____, 20____, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered
in the presence of:

Witness

Principal Seal

Name

Title

By: _____ (L.S)

Notary Public

State of _____

County of _____

As to Surety:

Signed, sealed and delivered
in the presence of:

Witness

Surety Seal

Name

Title

By: _____ (L.S)

Notary Public

State of _____

County of _____



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: June 9, 2023

ITEM DESCRIPTION – Information Section Item A

April, 2023 Traffic Report – Asheville Regional Airport

SUMMARY

April, 2023 overall passenger traffic numbers were up 15.1% compared to the same period last year. Passenger traffic numbers reflect a 15.3% increase in passenger enplanements from April, 2022. Enplanements for Fiscal Year to Date total 816,639, which is a 20.4% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in April 2023 were up by 1.7%. There were 10 flight cancellations for the month.

American Airlines: American's April 2023 passenger enplanements represent a 36.2% increase over the same period last year. There were 3 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in April 2023 increased by 17.4%. There were no flight cancellations for the month.

Sun Country: Sun Country saw an increase in enplanements by 8.7% compared to April, 2022. There were no flight cancellations for the month.

United Airlines: In April 2023, United Airlines saw an increase in enplanements by 51.7% over the same period last year. There were 3 flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

April, 2023



Category	Apr 2023	Apr 2022	Percentage Change	*CYTD-2023	**CYTD-2022	Percentage Change	*MOV12-2023	**MOV12-2022	Percentage Change
Passenger Traffic									
Enplaned	81,093	70,365	15.3%	284,425	227,598	25.0%	979,643	810,578	20.9%
Deplaned	81,506	70,867	15.0%	280,238	225,771	24.1%	970,444	806,043	20.4%
Total	162,599	141,232	15.1 %	564,663	453,369	24.5 %	1,950,087	1,616,621	20.6 %
Aircraft Operations									
Airlines	1,406	1,184	18.8%	5,481	4,251	28.9%	18,148	14,247	27.4%
Commuter/AirTaxi	860	693	24.1%	2,417	2,170	11.4%	10,203	12,551	-18.7%
Subtotal	2,266	1,877	20.7 %	7,898	6,421	23.0 %	28,351	26,798	5.8 %
GeneralAviation	3,741	4,271	-12.4%	13,680	13,492	1.4%	47,205	46,408	1.7%
Military	373	717	-48.0%	1,009	1,991	-49.3%	4,158	5,241	-20.7%
Subtotal	4,114	4,988	-17.5 %	14,689	15,483	-5.1 %	51,363	51,649	-0.6 %
Total	6,380	6,865	-7.1 %	22,587	21,904	3.1 %	79,714	78,447	1.6 %
Fuel Gallons									
FF-100LL	15,448	15,017	2.9%	61,876	45,779	35.2%	186,119	179,717	3.6%
FF-JETA-GA	127,498	134,021	-4.9%	382,385	416,424	-8.2%	1,876,664	1,904,262	-1.5%
Subtotal	142,946	149,038	-4.1 %	444,261	462,203	-3.9 %	2,062,783	2,083,979	-1.0 %
FF-JETA-AL	780,672	726,716	7.4%	2,802,791	2,288,534	22.5%	9,282,720	8,117,091	14.4%
Subtotal	780,672	726,716	7.4 %	2,802,791	2,288,534	22.5 %	9,282,720	8,117,091	14.4 %
Total	923,618	875,754	5.5 %	3,247,052	2,750,737	18.0 %	11,345,503	10,201,070	11.2 %

*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

April, 2023



	Apr 2023	Apr 2022	Percentage Change	*CYTD-2023	**CYTD-2022	Percentage Change
Allegiant Air						
Enplanements	34,562	33,996	1.7%	124,575	110,759	12.5%
Seats	41,055	40,500	1.4%	147,882	149,040	-0.8%
Load Factor	84.0 %	84.0 %	0.0%	84.0 %	74.0 %	13.5%
American Airlines						
Enplanements	19,036	13,977	36.2%	68,259	47,563	43.5%
Seats	22,367	15,920	40.5%	89,381	60,150	48.6%
Load Factor	85.0 %	88.0 %	-3.4%	76.0 %	79.0 %	-3.8%
Delta Air Lines						
Enplanements	20,047	17,082	17.4%	66,042	51,344	28.6%
Seats	24,551	23,248	5.6%	81,323	78,853	3.1%
Load Factor	82.0 %	73.0 %	12.3%	81.0 %	65.0 %	24.6%
Sun Country						
Enplanements	1,531	1,409	8.7%	5,673	4,398	29.0%
Seats	2,046	1,608	27.2%	7,812	5,292	47.6%
Load Factor	75.0 %	88.0 %	-14.8%	73.0 %	83.0 %	-12.1%
United Airlines						
Enplanements	5,917	3,901	51.7%	19,876	13,534	46.9%
Seats	6,230	4,450	40.0%	23,764	15,355	54.8%
Load Factor	95.0 %	88.0 %	8.0%	84.0 %	88.0 %	-4.6%
Totals						
Enplanements	81,093	70,365	15.0%	284,425	227,598	25.0%
Seats	96,249	85,726	12.0%	350,162	308,690	13.0%
Load Factor	84.0 %	82.0 %	2.4%	81.0 %	74.0 %	9.5%

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

**Previous Year does not include charter activity.

Airline Flight Completions Asheville Regional Airport April, 2023

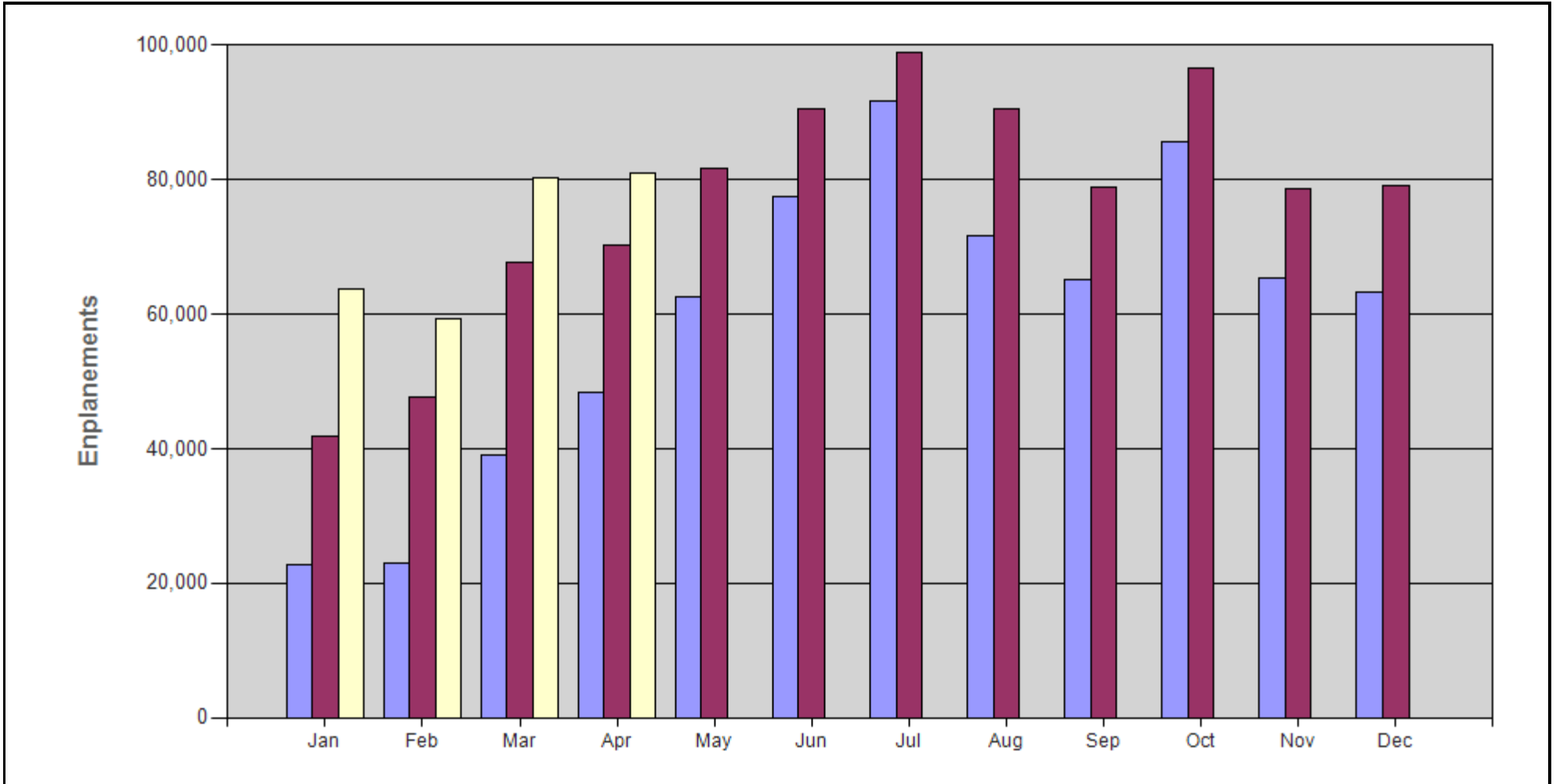


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	247	0	0	0	10	10	96.0%
American Airlines	292	0	1	2	0	3	99.0%
Delta Air Lines	232	0	0	0	0	0	100.0%
Sun Country	11	0	0	0	0	0	100.0%
United Airlines	118	0	3	0	0	3	97.5%
Total	900	0	4	2	10	16	98.2%

Monthly Enplanements By Year

Asheville Regional Airport

April, 2023

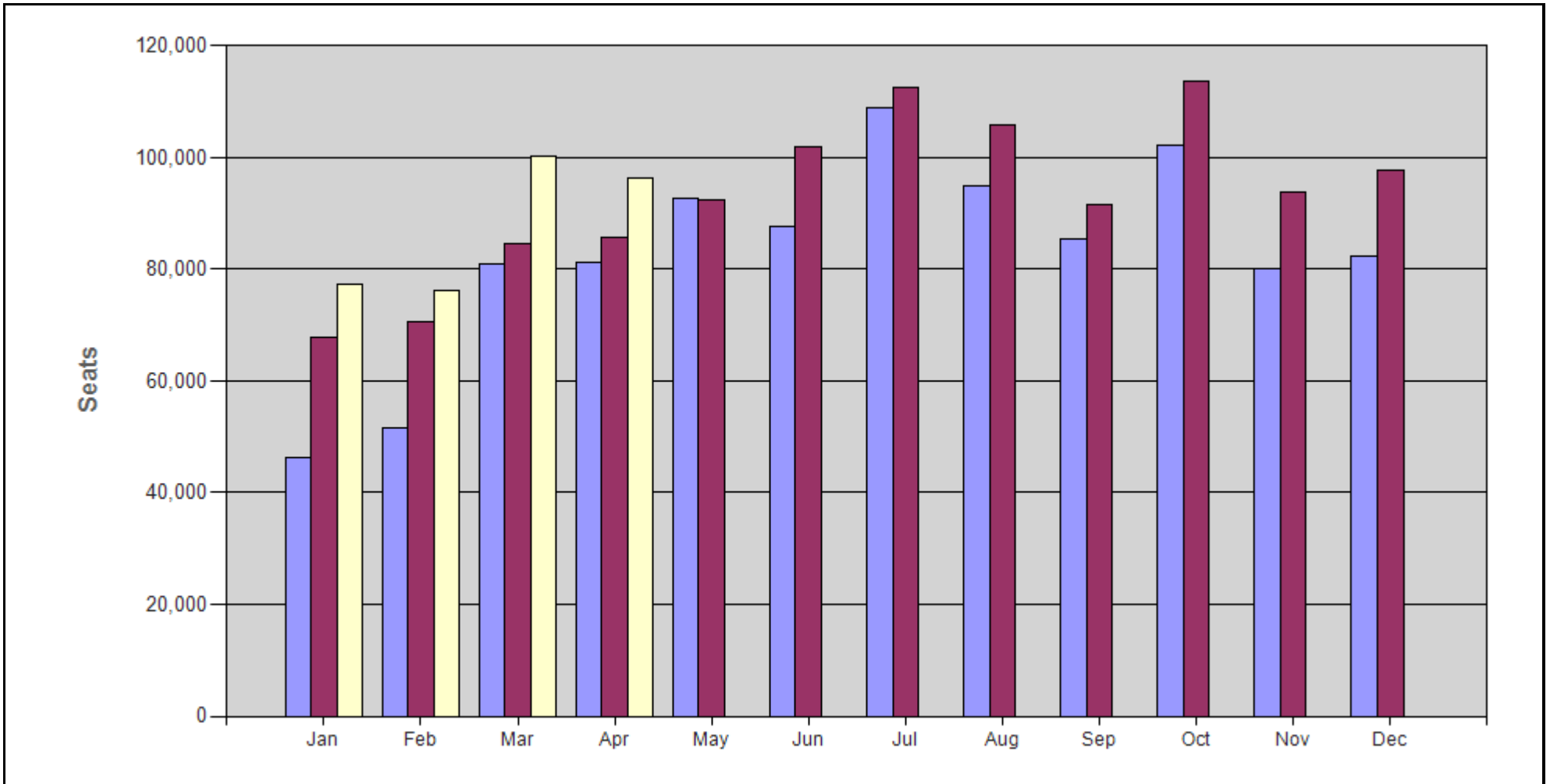


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	22,658	22,977	39,029	48,371	62,546	77,489	91,609	71,735	65,120	85,762	65,431	63,288
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093								

Monthly Seats By Year

Asheville Regional Airport

April, 2023

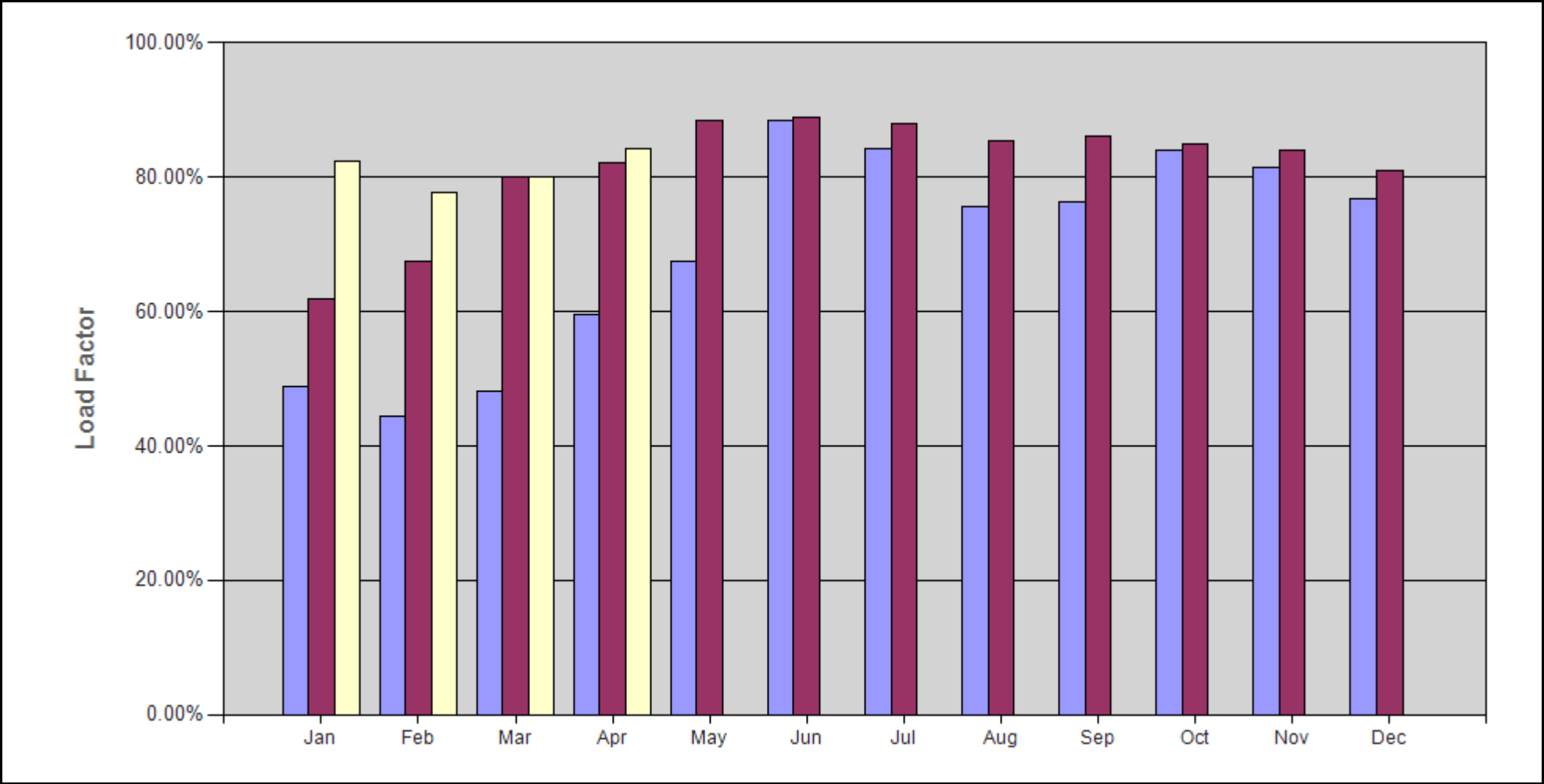


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	46,325	51,620	80,905	81,345	92,780	87,651	108,793	94,971	85,335	102,158	80,261	82,435
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249								

Monthly Load Factors By Year

Asheville Regional Airport

April, 2023

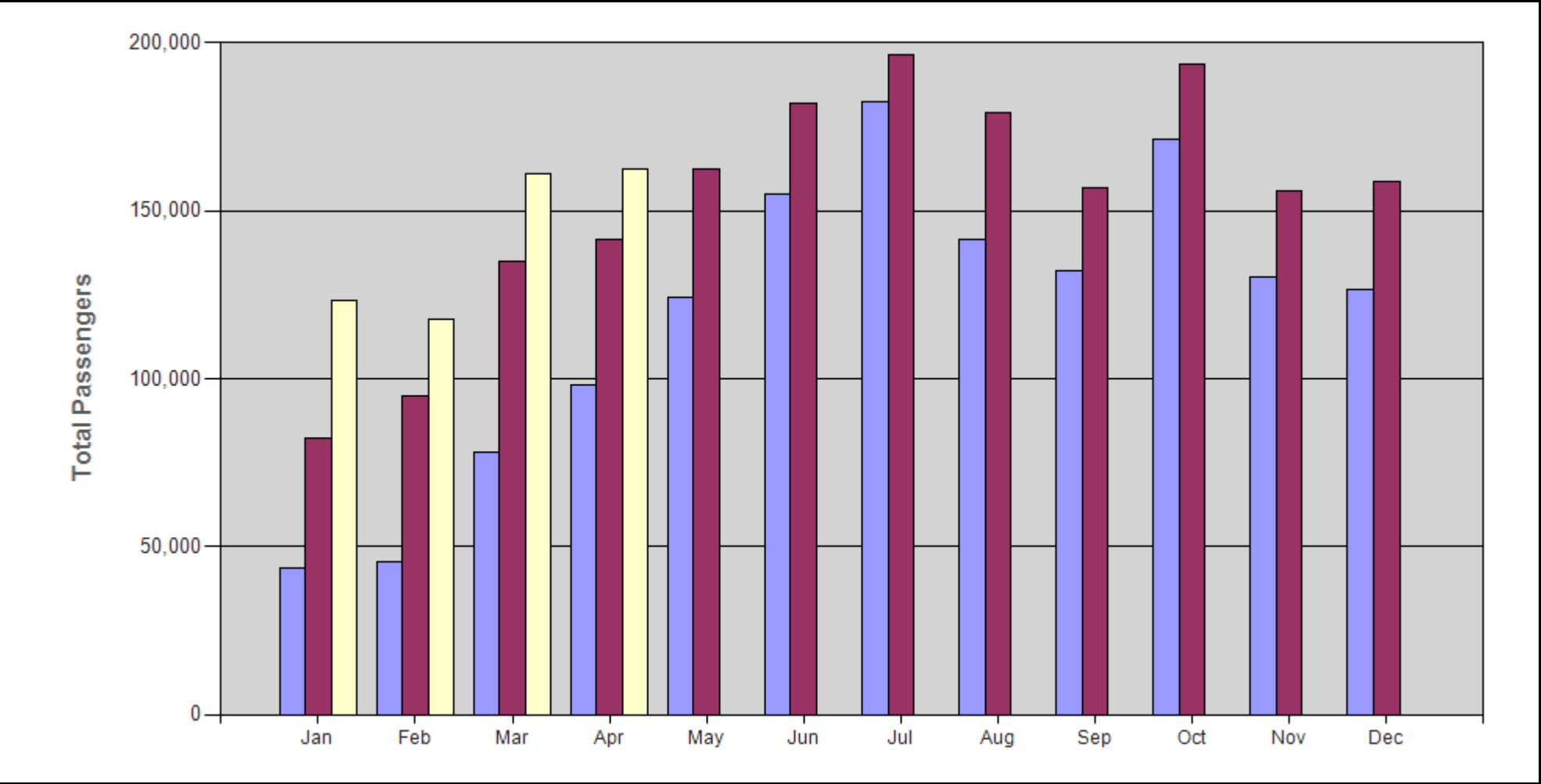


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	48.91%	44.51%	48.24%	59.46%	67.41%	88.41%	84.20%	75.53%	76.31%	83.95%	81.52%	76.77%
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%								

Total Monthly Passengers By Year

Asheville Regional Airport

April, 2023

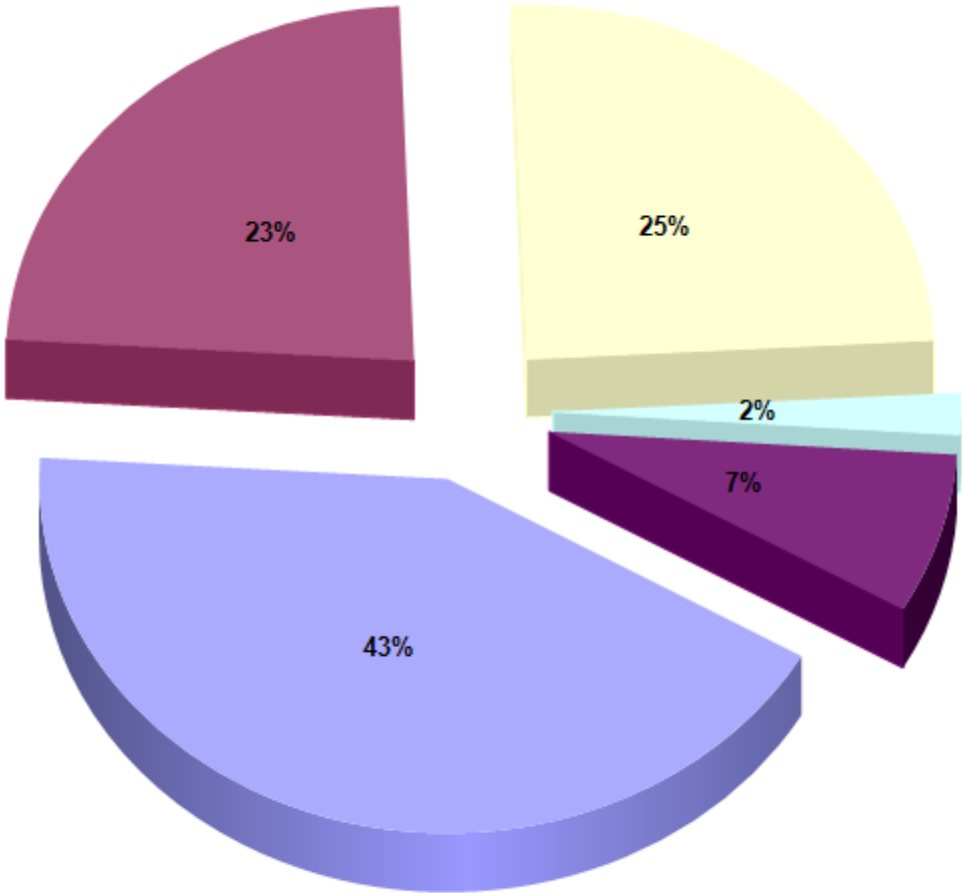


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	43,630	45,617	77,862	97,905	124,151	154,749	182,470	141,577	132,022	171,476	130,131	126,676
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599								

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

April, 2023



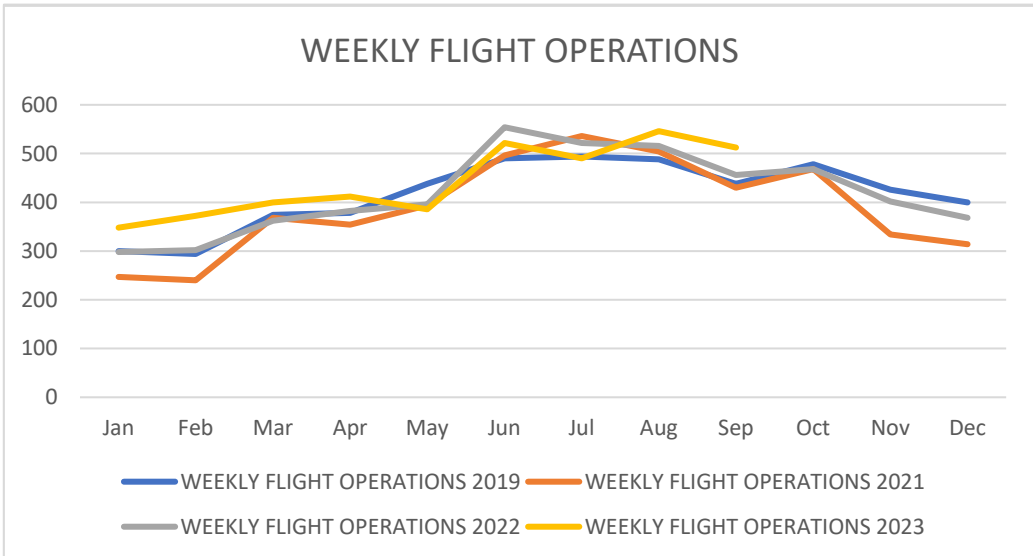
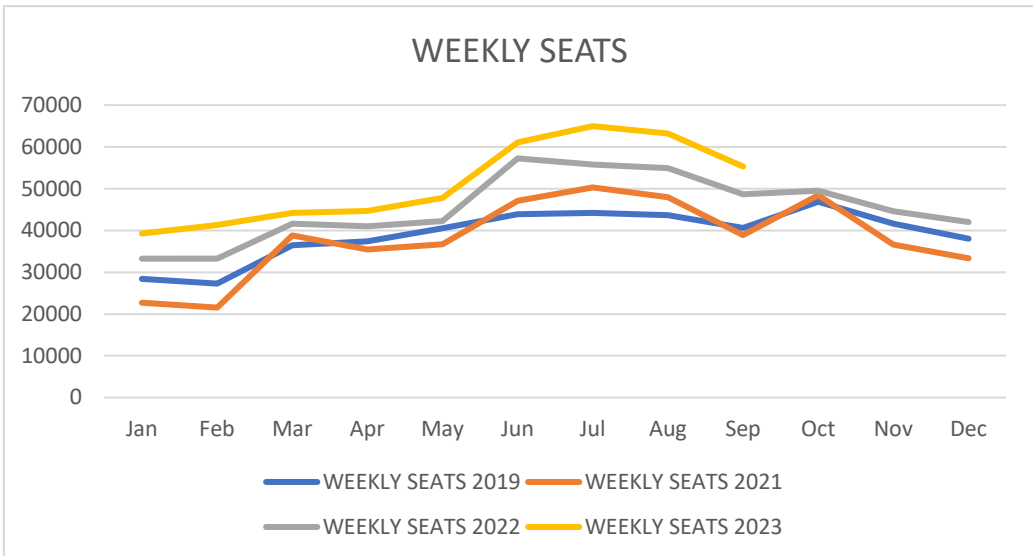
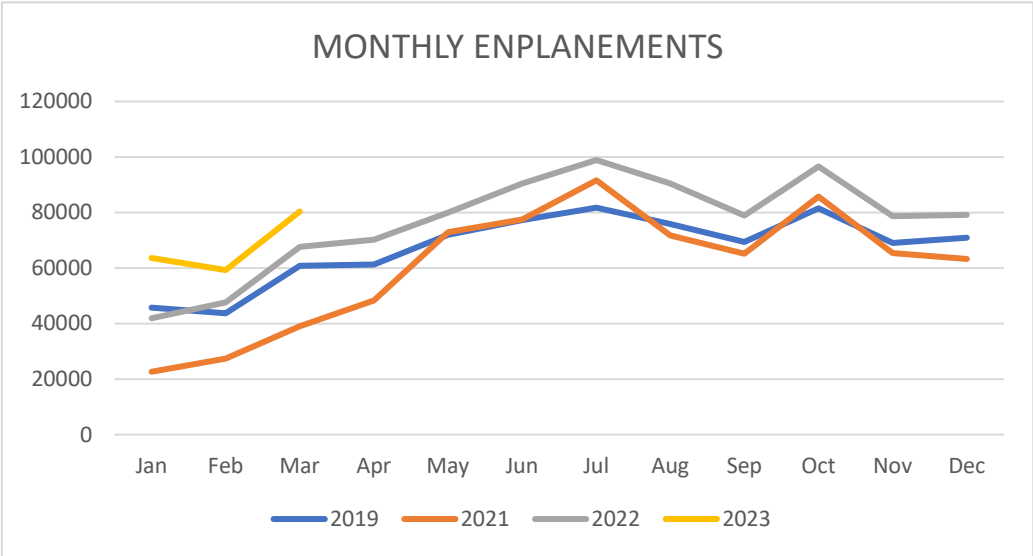
Allegiant Air American Airlines Delta Air Lines Sun Country United Airlines

AVL - Three month schedule Summary Report
 July 2023 to September 2023 vs. July 2022 to September 2022 vs. July 2021 to September 2021
 29-May-23

Mkt/AL	Travel Period	Orig	Dest	Jul 2023		Jul 2022		Jul 2021		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY		
				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	48	4,859	52	3,894	48	2,959	(4)	965	(7.7%)	24.8%	0	1,900	0.0%	64.2%	
AA	CLT-AVL	CLT	AVL	48	4,859	52	3,894	48	2,959	(4)	965	(7.7%)	24.8%	0	1,900	0.0%	64.2%	
AA	AVL-DCA	AVL	DCA	7	532	9	684	7	532	(2)	(152)	(22.2%)	(22.2%)	0	0	0.0%	0.0%	
AA	DCA-AVL	DCA	AVL	7	532	9	684	7	532	(2)	(152)	(22.2%)	(22.2%)	0	0	0.0%	0.0%	
AA	AVL-DFW	AVL	DFW	15	1,956	15	1,140	21	1,596	0	816	0.0%	71.6%	(6)	392	(28.6%)	22.6%	
AA	DFW-AVL	DFW	AVL	15	1,956	15	1,140	21	1,596	0	816	0.0%	71.6%	(6)	392	(28.6%)	22.6%	
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	676	7	271	100.0%	59.6%	1	50	7.7%	7.4%	
AA	PHL-AVL	PHL	AVL	14	726	7	455	13	676	7	271	100.0%	59.6%	1	50	7.7%	7.4%	
B6	AVL-BOS	AVL	BOS	7	700	5	500	0	0	2	200	40.0%	40.0%	7	700	-	-	
B6	BOS-AVL	BOS	AVL	7	700	5	500	0	0	2	200	40.0%	40.0%	7	700	-	-	
DL	ATL-AVL	ATL	AVL	42	4,586	35	3,850	37	3,356	7	736	20.0%	19.1%	5	1,230	13.5%	36.7%	
DL	AVL-ATL	AVL	ATL	42	4,586	35	3,850	37	3,356	7	736	20.0%	19.1%	5	1,230	13.5%	36.7%	
DL	AVL-DTW	AVL	DTW	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
DL	DTW-AVL	DTW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
DL	AVL-LGA	AVL	LGA	13	982	13	939	5	380	0	43	0.0%	4.6%	8	602	160.0%	158.4%	
DL	LGA-AVL	LGA	AVL	13	982	13	939	5	380	0	43	0.0%	4.6%	8	602	160.0%	158.4%	
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	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%	
G4	AVL-AUS	AVL	AUS	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%	
G4	AVL-BOS	AVL	BOS	4	744	4	684	2	354	0	60	0.0%	8.8%	2	390	100.0%	110.2%	
G4	BOS-AVL	BOS	AVL	4	744	4	684	2	354	0	60	0.0%	8.8%	2	390	100.0%	110.2%	
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	714	2	354	0	30	0.0%	4.2%	2	390	100.0%	110.2%	
G4	DEN-AVL	DEN	AVL	4	744	4	714	2	354	0	30	0.0%	4.2%	2	390	100.0%	110.2%	
G4	AVL-EWR	AVL	EWR	3	558	3	468	4	708	0	90	0.0%	19.2%	(1)	(150)	(25.0%)	(21.2%)	
G4	EWR-AVL	EWR	AVL	3	558	3	468	4	708	0	90	0.0%	19.2%	(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	1,536	13	2,355	4	783	44.4%	51.0%	0	(36)	0.0%	(1.5%)	
G4	FLL-AVL	FLL	AVL	13	2,319	9	1,536	13	2,355	4	783	44.4%	51.0%	0	(36)	0.0%	(1.5%)	
G4	AVL-HOU	AVL	HOU	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%	
G4	HOU-AVL	HOU	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	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	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%	
G4	MDW-AVL	MDW	AVL	2	372	2	342	2	354	0	30	0.0%	8.8%	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	6	1,116	6	1,086	4	726	0	30	0.0%	2.8%	2	390	50.0%	53.7%	
G4	PGD-AVL	PGD	AVL	6	1,116	6	1,086	4	726	0	30	0.0%	2.8%	2	390	50.0%	53.7%	
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	1,308	11	1,947	1	366	12.5%	28.0%	(2)	(273)	(18.2%)	(14.0%)	
G4	PIE-AVL	PIE	AVL	9	1,674	8	1,308	11	1,947	1	366	12.5%	28.0%	(2)	(273)	(18.2%)	(14.0%)	
G4	AVL-SFB	AVL	SFB	10	1,770	8	1,458	14	2,523	2	312	25.0%	21.4%	(4)	(753)	(28.6%)	(29.8%)	
G4	SFB-AVL	SFB	AVL	10	1,770	8	1,458	14	2,523	2	312	25.0%	21.4%	(4)	(753)	(28.6%)	(29.8%)	
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	1,022	14	1,022	7	350	0	0	0.0%	0.0%	7	672	100.0%	192.0%	
UA	EWR-AVL	EWR	AVL	14	1,022	14	1,022	7	350	0	0	0.0%	0.0%	7	672	100.0%	192.0%	
UA	AVL-IAD	AVL	IAD	0	0	0	0	21	1,050	0	0	-	-	(21)	(1,050)	(100.0%)	(100.0%)	
UA	IAD-AVL	IAD	AVL	0	0	0	0	21	1,050	0	0	-	-	(21)	(1,050)	(100.0%)	(100.0%)	
UA	AVL-ORD	AVL	ORD	21	1,414	14	700	28	1,400	7	714	50.0%	102.0%	(7)	14	(25.0%)	1.0%	
UA	ORD-AVL	ORD	AVL	21	1,414	14	700	28	1,400	7	714	50.0%	102.0%	(7)	14	(25.0%)	1.0%	
				Total	568	64,862	490	51,116	536	50,300	78	13,746	15.9%	26.9%	32	14,562	6.0%	29.0%

Mkt/Al	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	Ops/Week
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	1	76	(1)	(76)	(100.0%)	(100.0%)	(1)	(76)	-100%	-100%
AA	AVL-BOS	AVL	BOS	0	0	1	76	1	76	(1)	(76)	(100.0%)	(100.0%)	(1)	(76)	-100%	-100%
AA	BOS-AVL	BOS	AVL	0	0	1	76	1	76	(1)	(76)	(100.0%)	(100.0%)	(1)	(76)	-100%	-100%
AA	AVL-CLT	AVL	CLT	49	4,968	49	3,632	48	2,959	0	1,336	0.0%	36.8%	1	2,009	2%	68%
AA	CLT-AVL	CLT	AVL	49	4,968	49	3,632	48	2,959	0	1,336	0.0%	36.8%	1	2,009	2%	68%
AA	AVL-DCA	AVL	DCA	7	532	9	673	7	521	(2)	(141)	(22.2%)	(21.0%)	0	11	0%	2%
AA	DCA-AVL	DCA	AVL	7	532	9	673	7	521	(2)	(141)	(22.2%)	(21.0%)	0	11	0%	2%
AA	AVL-DFW	AVL	DFW	14	1,894	15	1,140	21	1,596	(1)	754	(6.7%)	66.1%	(7)	298	-33%	19%
AA	DFW-AVL	DFW	AVL	14	1,894	15	1,140	21	1,596	(1)	754	(6.7%)	66.1%	(7)	298	-33%	19%
AA	AVL-LGA	AVL	LGA	7	532	1	76	7	521	6	456	600.0%	600.0%	0	11	0%	2%
AA	LGA-AVL	LGA	AVL	7	532	1	76	7	521	6	456	600.0%	600.0%	0	11	0%	2%
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%	115%
AA	ORD-AVL	ORD	AVL	14	976	7	532	7	455	7	444	100.0%	83.5%	7	521	100%	115%
AA	AVL-PHL	AVL	PHL	14	726	7	455	13	665	7	271	100.0%	59.6%	1	61	8%	9%
AA	PHL-AVL	PHL	AVL	14	726	7	455	13	665	7	271	100.0%	59.6%	1	61	8%	9%
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	21%	23%
DL	AVL-LGA	AVL	LGA	13	988	13	939	0	0	0	49	0.0%	5.2%	13	988	-	-
DL	LGA-AVL	LGA	AVL	13	988	13	939	0	0	0	49	0.0%	5.2%	13	988	-	-
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	2	558	3	498	4	708	(1)	(186)	(25.0%)	(25.0%)	1	204	50.0%	57.6%
G4	BOS-AVL	BOS	AVL	2	558	3	498	4	708	(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	12	880	7	350	0	(42)	0.0%	(4.1%)	7	636	100.0%	181.7%
UA	EWR-AVL	EWR	AVL	14	986	12	880	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	21	1,414	14	700	28	1,582	7	714	50.0%	102.0%	(7)	(168)	(25.0%)	(10.8%)
UA	ORD-AVL	ORD	AVL	21	1,414	14	700	28	1,582	7	714	50.0%	102.0%	(7)	(168)	(25.0%)	(10.8%)
	Total			560	63,688	486	50,610	504	47,934	74	13,078	15.2%	25.8%	56	15,754	11.1%	32.9%

Mkt/Al	Travel Period			Sep 2023		Sep 2022		Sep 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	Ops/Week
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	0	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	51	4,341	43	3,633	43	2,879	8	708	18.6%	19.5%	8	1,462	18.6%	50.8%
AA	CLT-AVL	CLT	AVL	51	4,341	43	3,633	43	2,879	8	708	18.6%	19.5%	8	1,462	18.6%	50.8%
AA	AVL-DCA	AVL	DCA	14	910	8	608	7	521	6	302	75.0%	49.7%	7	389	100.0%	74.7%
AA	DCA-AVL	DCA	AVL	14	910	8	608	7	521	6	302	75.0%	49.7%	7	389	100.0%	74.7%
AA	AVL-DFW	AVL	DFW	14	1,582	14	1,064	14	1,064	0	518	0.0%	48.7%	0	518	0.0%	48.7%
AA	DFW-AVL	DFW	AVL	14	1,582	14	1,064	14	1,064	0	518	0.0%	48.7%	0	518	0.0%	48.7%
AA	AVL-LGA	AVL	LGA	7	532	1	76	0	0	6	456	600.0%	600.0%	7	532	-	-
AA	LGA-AVL	LGA	AVL	7	532	1	76	0	0	6	456	600.0%	600.0%	7	532	-	-
AA	AVL-MIA	AVL	MIA	6	456	7	532	0	0	(1)	(76)	(14.3%)	(14.3%)	6	456	-	-
AA	MIA-AVL	MIA	AVL	6	456	7	532	0	0	(1)	(76)	(14.3%)	(14.3%)	6	456	-	-
AA	AVL-ORD	AVL	ORD	14	1,847	5	325	6	456	2	207	40.0%	63.7%	1	76	16.7%	16.7%
AA	ORD-AVL	ORD	AVL	14	1,847	5	325	6	456	2	207	40.0%	63.7%	1	76	16.7%	16.7%
AA	AVL-PHL	AVL	PHL	7	700	7	455	13	665	7							





MEMORANDUM

TO: Members of the Airport Authority
 FROM: Janet Burnette, Chief Financial Officer
 DATE: June 9, 2023

ITEM DESCRIPTION – Information Section Item B

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

SUMMARY

Operating Revenues for the month of April were \$1,915,691, 13.2% over budget. Operating Expenses for the month were \$1,100,224, 6.1% under budget. As a result, Net Operating Revenues before Depreciation were \$815,467. Net Non-Operating Revenues were \$587,618, 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 \$19,738,447, 16.6% over budget. Year-to-date Operating Expenses were \$10,039,297, 16.7% under budget. Year-to-date Net Operating Revenues before Depreciation were \$9,699,150. Net Non-Operating Revenues for the year were \$7,785,673.

REVENUES

Significant variations to budget for April were:

Term space rentals – airlines	\$24,467	9.58%	Enplanements over budget
Landing fees	\$16,864	9.68%	Landings over budget
Concessions	\$53,767	101.09%	Advertising and food sales over budget
Auto parking	\$140,591	22.49%	Parking higher than anticipated
Ground transportation	\$27,360	156.34%	Extra month TNC payment and TURO
FBOs	\$19,809	20.74%	Rent increase
Land leases	(\$43,672)	(178.66%)	DreamCatcher rent credit

Information Section – Item B



EXPENSES

Significant variations to budget for April were:

Professional services	(\$22,519)	(55.56%)	Minimal invoicing during month
Other contractual services	\$97,699	58.62%	LAZ invoicing extra month/runway painting
Travel & training	\$10,983	59.44%	Timing of travel expenses
Promotional activities	(\$21,214)	(77.36%)	Limited promotional activities during month
Repairs and maintenance	\$11,947	74.21%	Tree removal, pole lights, slope repairs

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$328K mostly due to terminal and ATC tower construction projects.

Passenger Facility Charges Receivable – PFC Receivable increased by \$400,000 due to delayed receipt of prior month payment.

Grants Receivable – Grants Receivable increased by \$6.7M mostly due to terminal and ATC tower construction projects.

Construction in Progress – Construction in Progress increased by \$2M 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 April 30, 2023**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	1.60%	\$ 7,145,305	14,318
NC Capital Management Trust - Cash Portfolio		21,056,129	81,584
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue Account	1.60%	16,308,825	27,170
BNY Mellon		1,254,538	
NC Capital Mgt Trust - 2022A Construction		156,207,185	604,919
NC Capital Mgt Trust - 2022A Parity Reserve		13,786,537	53,417
NC Capital Mgt Trust - 2022A Capitalized Interest		24,692,902	95,996
 Total		 <u>\$ 240,451,621</u>	 <u>\$ 877,404</u>

Investment Diversification:

Banks	10%
NC Capital Management Trust	90%
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 April 30, 2023**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 240,780,049	\$ 239,333,129
Net Income/(Loss) Before Capital Contributions	947,308	1,296,043
Depreciation	455,777	455,777
Decrease/(Increase) in Receivables	(7,336,595)	53,371
Increase/(Decrease) in Payables	750,187	942,705
Decrease/(Increase) in Prepaid Expenses	38,117	-
Decrease/(Increase) in Fixed Assets	(2,060,214)	(3,143,201)
Principal Payments of Bond Maturities	-	-
Capital Contributions	6,876,992	1,842,225
Forfeiture Funding Increase	-	-
Prior period adjustment - Bond insurance	-	-
Increase(Decrease) in Cash	(328,428)	1,446,920
Cash and Investments End of Period	\$ 240,451,621	\$ 240,780,049

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of April 30, 2023**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$28,201,634	\$29,461,452
Accounts Receivable	954,742	735,043
Passenger Facility Charges Receivable	785,000	385,000
Refundable Sales Tax Receivable	296,953	265,757
Grants Receivable	7,493,192	807,492
Prepaid Expenses	6,757,855	6,795,972
GASB 87 Short-term Lease Receivable	1,624,751	1,624,751
Total Unrestricted Assets	46,114,127	40,075,467
Restricted Assets:		
Cash and Cash Equivalents	212,249,987	211,318,597
Total Restricted Assets	212,249,987	211,318,597
Total Current Assets	258,364,114	251,394,064
Noncurrent Assets:		
Construction in Progress	63,058,514	60,998,300
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	169,356,312	169,812,089
Total Noncurrent Assets	249,992,371	248,387,934
	\$508,356,485	\$499,781,998
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$4,463	\$4,548
Customer Deposits	88,018	88,018
Unearned Revenue	459,718	556,521
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	3,388,290	2,541,215
Total Payable from Unrestricted Assets	8,288,836	7,538,649
Total Current Liabilities	8,288,836	7,538,649
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	237,645,292	236,895,105
Net Assets:		
Invested in Capital Assets	218,769,826	217,165,389
Restricted	212,249,987	211,318,597
Unrestricted	(160,308,620)	(165,597,093)
Total Net Assets	270,711,193	262,886,893
	\$508,356,485	\$499,781,998



Income Statement

Through 04/30/23

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	25,018.89	249,455.62	249,501.67	(46.05)	299,402.00	49,946.38
Terminal space rentals - airline	279,991.32	2,786,779.83	2,555,236.67	231,543.16	3,066,284.00	279,504.17
Landing fees	191,010.50	1,886,181.69	1,741,462.50	144,719.19	2,089,755.00	203,573.31
Concessions	106,954.31	912,244.17	531,875.00	380,369.17	638,250.00	(273,994.17)
Auto parking	765,591.20	7,737,664.42	6,250,000.00	1,487,664.42	7,500,000.00	(237,664.42)
Rental car - car rentals	322,870.80	3,524,428.22	3,333,333.33	191,094.89	4,000,000.00	475,571.78
Rental car - facility rent	61,871.73	615,632.60	611,262.50	4,370.10	733,515.00	117,882.40
Commerce ground transportation	44,859.74	303,961.15	175,000.00	128,961.15	210,000.00	(93,961.15)
FBOs	115,327.25	1,118,939.99	955,180.00	163,759.99	1,146,216.00	27,276.01
Building leases	4,306.15	42,229.12	39,987.50	2,241.62	47,985.00	5,755.88
Land leases	(19,228.17)	252,032.02	244,435.00	7,597.02	293,322.00	41,289.98
Other leases and fees	17,117.62	308,897.87	234,000.00	74,897.87	280,800.00	(28,097.87)
<i>Operating revenues Totals</i>	\$1,915,691.34	\$19,738,446.70	\$16,921,274.17	\$2,817,172.53	\$20,305,529.00	\$567,082.30
<i>Non-operating revenue and expense</i>						
Customer facility charges	181,419.75	1,744,289.25	1,666,666.67	77,622.58	2,000,000.00	255,710.75
Passenger facility charges	408,128.18	3,436,708.31	2,500,000.00	936,708.31	3,000,000.00	(436,708.31)
ARPA grant	.00	5,507,401.56	.00	5,507,401.56	.00	(5,507,401.56)
Interest revenue	877,404.36	6,443,309.90	20,833.33	6,422,476.57	25,000.00	(6,418,309.90)
Interest expense	(847,074.58)	(9,290,625.87)	.00	(9,290,625.87)	.00	9,290,625.87
Bond expense	(33,310.00)	(65,610.00)	.00	(65,610.00)	.00	65,610.00
P-card rebate	.00	6,299.91	.00	6,299.91	.00	(6,299.91)
Miscellaneous	1,050.00	3,900.00	.00	3,900.00	.00	(3,900.00)
<i>Non-operating revenue and expense Totals</i>	\$587,617.71	\$7,785,673.06	\$4,187,500.00	\$3,598,173.06	\$5,025,000.00	(\$2,760,673.06)
Capital contributions	6,876,991.56	21,203,716.19	.00	21,203,716.19	.00	(21,203,716.19)



Income Statement

Through 04/30/23

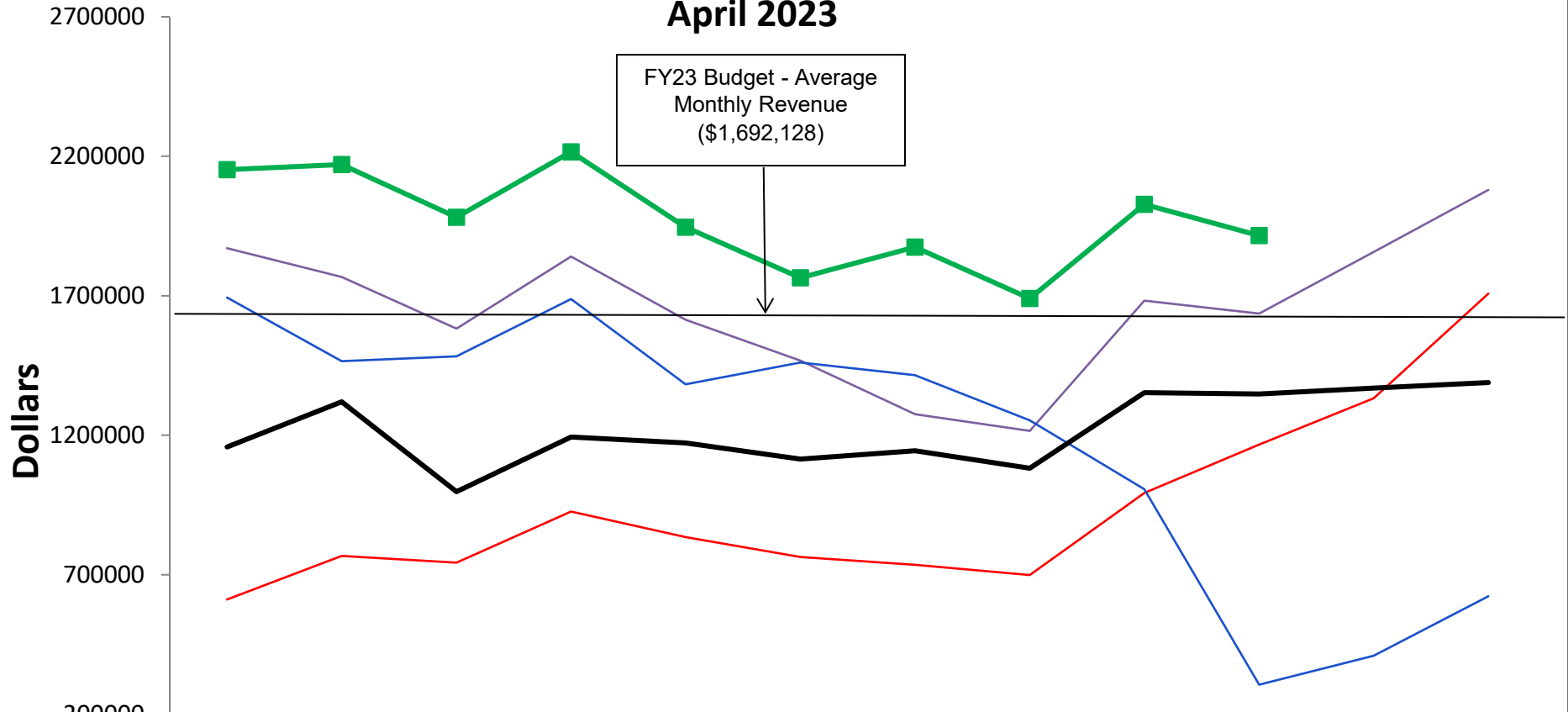
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
<i>Operating expenses</i>						
Personnel services	646,918.10	6,144,533.91	7,552,447.50	(1,407,913.59)	9,062,937.00	2,918,403.09
Professional services	18,013.89	254,612.60	405,333.33	(150,720.73)	486,400.00	231,787.40
Other contractual services	264,351.02	1,636,737.43	1,666,525.00	(29,787.57)	1,999,830.00	363,092.57
Travel and training	29,460.97	125,807.07	184,775.00	(58,967.93)	221,730.00	95,922.93
Communications	2,741.02	31,793.78	48,500.00	(16,706.22)	58,200.00	26,406.22
Utility services	40,050.36	354,920.70	407,722.50	(52,801.80)	489,267.00	134,346.30
Rentals and leases	1,637.07	19,912.01	15,591.67	4,320.34	18,710.00	(1,202.01)
Insurance	.00	331,209.68	334,400.00	(3,190.32)	334,400.00	3,190.32
Advertising, printing and binding	224.39	5,672.81	9,541.67	(3,868.86)	11,450.00	5,777.19
Promotional activities	6,209.01	144,976.74	274,229.17	(129,252.43)	329,075.00	184,098.26
Other current charges and obligations	6,015.39	64,591.26	69,395.83	(4,804.57)	83,275.00	18,683.74
Operating supplies	38,635.76	399,390.00	409,583.33	(10,193.33)	491,500.00	92,110.00
Publications, subscriptions, memberships, etc.	2,841.32	60,216.13	61,004.17	(788.04)	73,205.00	12,988.87
Repairs and maintenance	28,047.51	191,703.29	161,000.00	30,703.29	193,200.00	1,496.71
Small equipment	1,752.57	79,400.31	72,916.67	6,483.64	87,500.00	8,099.69
Contingency	.00	.00	83,333.33	(83,333.33)	100,000.00	100,000.00
Emergency repairs	13,325.65	91,729.39	41,666.67	50,062.72	50,000.00	(41,729.39)
Business development	.00	88,675.65	250,000.00	(161,324.35)	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>	\$1,100,224.03	\$10,039,297.30	\$12,047,965.83	(\$2,008,668.53)	\$14,390,679.00	\$4,351,381.70
<i>Depreciation</i>						
Depreciation	455,777.00	4,557,770.00	.00	4,557,770.00	.00	(4,557,770.00)
<i>Depreciation Totals</i>	\$455,777.00	\$4,557,770.00	\$0.00	\$4,557,770.00	\$0.00	(\$4,557,770.00)
Grand Totals						
REVENUE TOTALS	9,380,300.61	48,727,835.95	21,108,774.17	27,619,061.78	25,330,529.00	(23,397,306.95)
EXPENSE TOTALS	1,556,001.03	14,597,067.30	12,047,965.83	2,549,101.47	14,390,679.00	(206,388.30)
Grand Total Net Gain (Loss)	\$7,824,299.58	\$34,130,768.65	\$9,060,808.33	\$25,069,960.32	\$10,939,850.00	\$23,190,918.65

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

April 2023

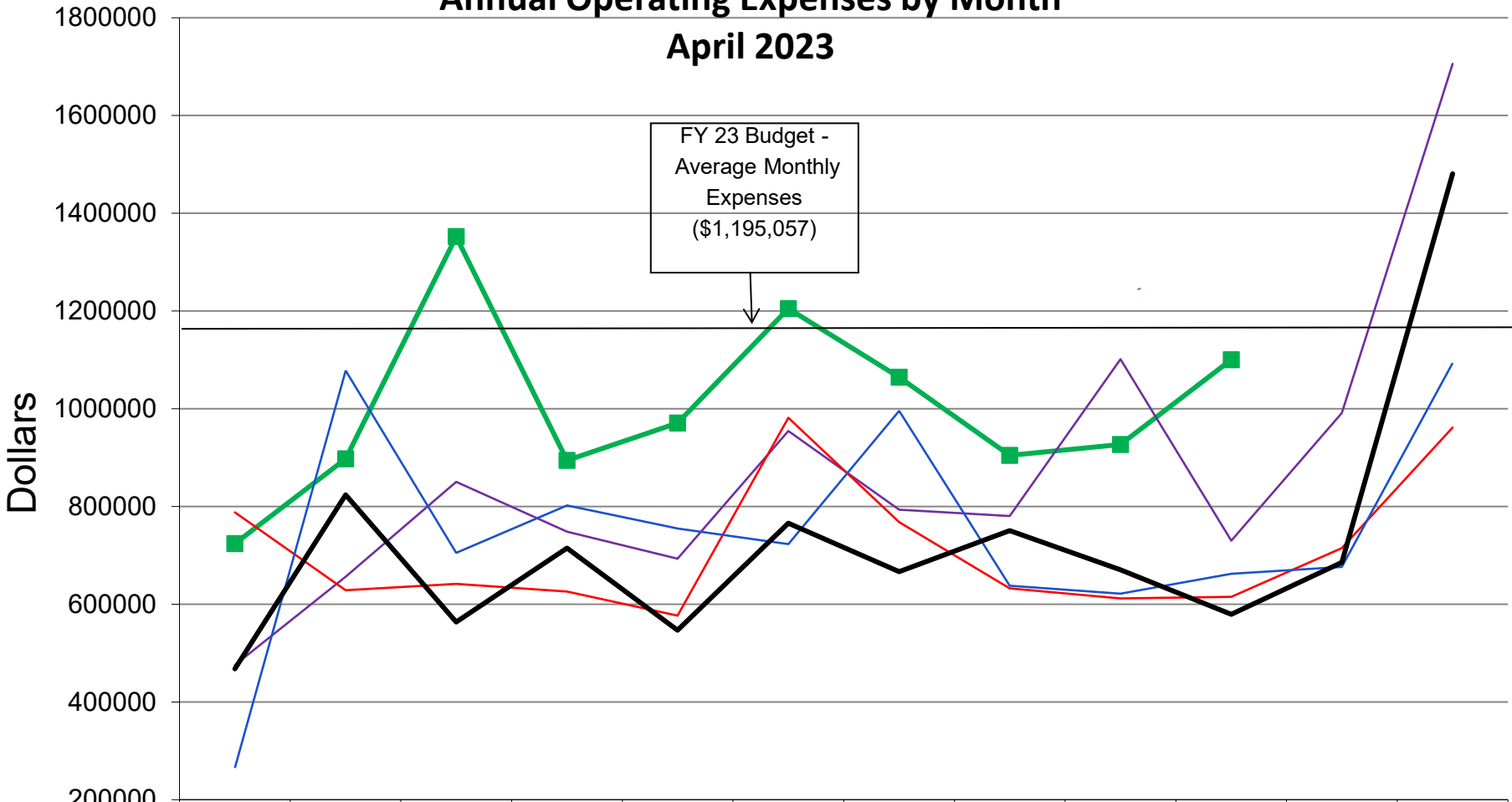


FY23 Budget - Average
Monthly Revenue
(\$1,692,128)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691		
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

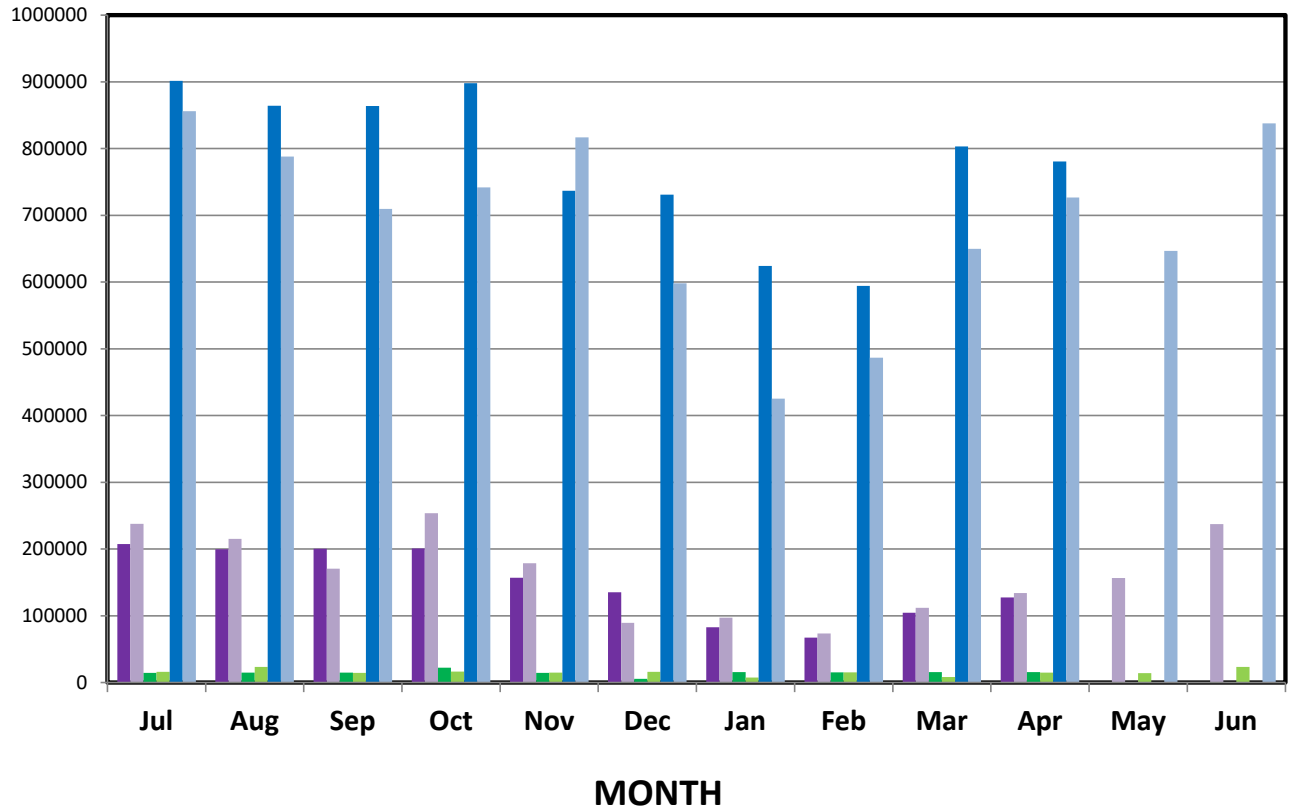
April 2023



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224		
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
April 2023**

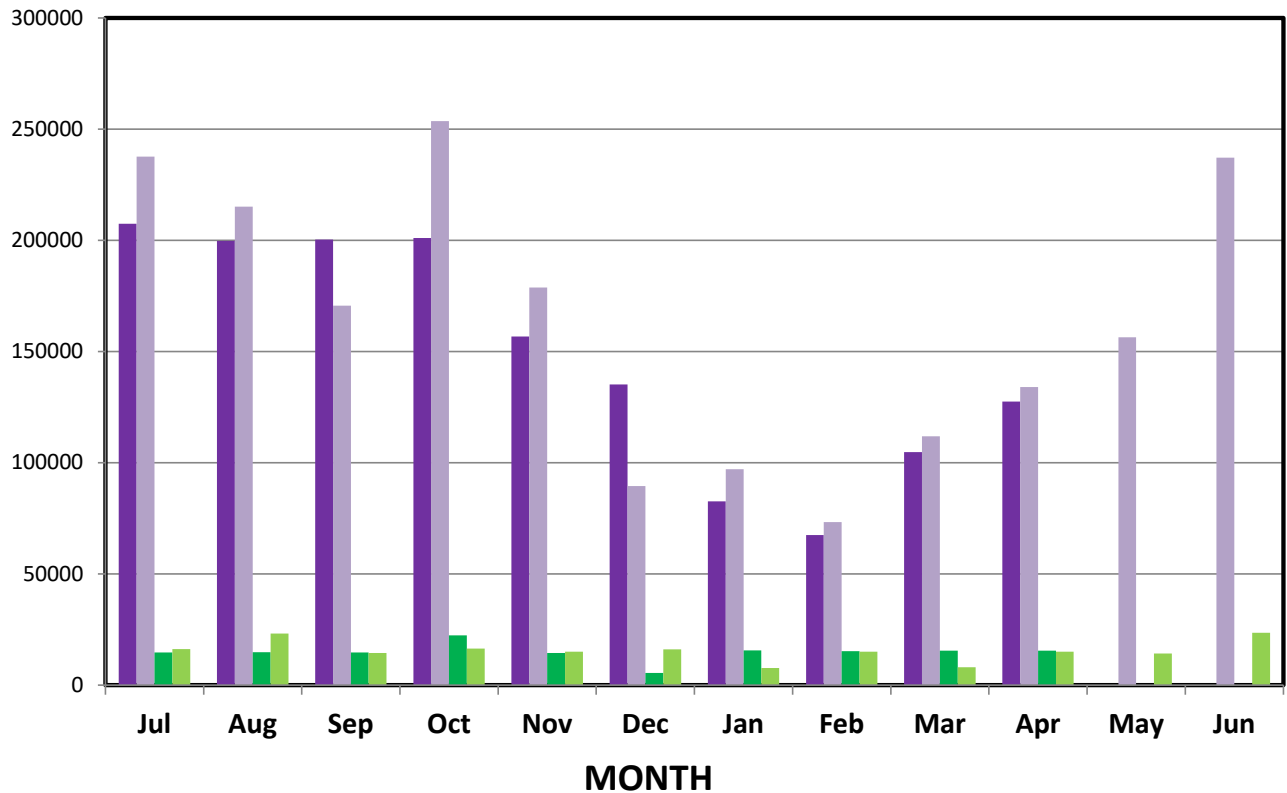
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Jet A - 127,498 Gallons
100LL - 15,448 Gallons
Airline - 780,672 Gallons

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

**G
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- Jet A - FY23
- Jet A - FY22
- 100LL - FY23
- 100LL - FY22

Jet A - 127,498 Gallons
100LL - 15,448 Gallons

Greater Asheville Regional Airport Authority
Construction Project Report - June 2023

Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 06/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 06/01/2023)	Start Date	End Date	Current Project Status (as of 06/01/2023)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,843,633.00	60.4%	\$20,141,760	70.1%	\$14,109,366	Nov-19	Apr-27	CA services continues.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,329,368.36	N/A	N/A	\$1,279,968.00	0.0%	\$2,609,336	26.7%	\$697,228	May-22	Apr-27	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	71.4%	\$3,439,365	Mar-21	Dec-24	Project management in process.
4	Rehabilitate South GA Apron	Design apron rehabilitation	Parrish and Partners	\$565,432.00	N/A	N/A	\$0.00	0.0%	\$565,432	97.4%	\$550,744	Jun-21	Jun-23	Project management in process.
5	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.
6	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.
7	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	41.9%	\$156,934	Jan-23	Nov-23	Re-bid scheduled for May 30th.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 06/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 06/01/2023)	Start Date	End Date	Current Project Status (as of 06/01/2023)
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	5.70%	\$19,559,137	Jan-22	Apr-27	CEP slab is poured. Temp South Holdroom is open for gates 1-3.
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	Jun-23	Final punch list items were completed May 2023.
3	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	3.7%	\$1,623,408.00	Dec-22	Dec-24	ATCT pier foundations and sitework are progressing.
4	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	6.3%	\$12,633	Jan-23	Nov-23	Project in the bidding/permitting phase. Re-bid held May 30th. Tree cleanup in progress.

*(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