



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, September 8, 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 AWARD PRESENTATION:
 - A. Bruce Blackwell – 10 Years
 - B. Ellen Heywood – 15 Years
- IV. PRESENTATIONS: None
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority August 11, 2023 Regular Meeting Minutes ([document](#))
 - B. Approval of Amendment to the FY23/24 Budget for Capital Carry-Over ([document](#))
 - C. Approve Grant of Easement to Duke Energy Carolinas, LLC, A North Carolina LLC, for Electrical Service ([document](#))
 - D. Approval of the Greater Asheville Regional Airport Authority August 11, 2023 Closed Session Minutes



VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

A. Preliminary Approval of Authority's Amended Ordinance No. 202301 Adopting Rules and Regulations of the Asheville Regional Airport ([document](#))

IX. PRESIDENT'S REPORT:

A. Board Member Parking

X. INFORMATION SECTION:

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

A. July 2023 Traffic Report ([document](#))

B. July 2023 Monthly Financial Report ([document](#))

C. September 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: October 13, 2023

XIII. CLOSED SESSION:

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

XIV. AUTHORITY MEMBER REPORTS:

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



XV. ADJOURNMENT

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

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

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	122,224	23.4%	610,121	22.3%
Aircraft Operations				
Commercial	3,290	11.5%	16,755	16.6%
Scheduled Flights	1,259	7.3%		
Flight Cancellations	58			
Seats	138,915	23.0%	728,821	18.0%
Load Factor	88.0%	0.0%	84.0%	3.7%
General Aviation	4,546	2.8%	27,127	0.4%
Military	415	2.2%	2,174	(31.5%)

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 2,827,482	13.4%	\$ 2,827,482	13.4%
Operating Expenses	1,103,108	(33.4%)	1,103,108	(33.4%)
Net Operating Revenues before Depreciation	<u>\$ 1,724,374</u>		<u>\$ 1,724,374</u>	
Net Non-Operating Revenues	<u>\$ 862,753</u>		<u>\$ 862,753</u>	
Grants:				
FAA AIP Grants	\$ -		\$ -	
NC Dept of Transportation Grants	-		-	
Total	<u>\$ -</u>		<u>\$ -</u>	

CASH

Restricted - PFC Revenue Account	\$ 16,311,421
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 141,938
Restricted - Bond Series 2022A	\$ 192,212,786
Restricted - Bond Series 2023	\$ 177,339,848
Designated for O&M Reserve	8,250,808
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	<u>29,036,218</u>
Total	<u>\$ 423,943,019</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	35,471	9,615	16,005	9,851
Delta	34,078	12,759	12,467	8,852
FAA	287	-	-	287
Paradies	8,908	3,395	5,513	-
Sun Country	7,388	7,388	-	-
TSA	11,875	10,085	1,020	770
Miscellaneous	5,046	970	1,991	2,085
Total	<u>\$ 103,053</u>	<u>\$ 44,212</u>	<u>\$ 36,996</u>	<u>\$ 21,845</u>
% of Total Receivables	<u>5.75%</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	\$ 12,270,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
Terminal Revenue Bond, Series 2022A	185,000,000	185,000,000
Terminal Revenue Bond, Series 2023	175,000,000	175,000,000
	<u>\$ 381,000,000</u>	<u>\$ 372,270,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 263,035,987
Year-to-Date Spending	\$ 627,406

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
August 11, 2023**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, August 11, 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; Britt Lovin, Vice-Chair; Carl H. Ricker, Jr.; Susan Russo Klein; Nathan Kennedy; Robby Russell; and Laura B. Leatherwood

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; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: James Moose, Avcon, Inc.; Todd Casado, Sheetz, Inc.; Chris Angel, Mountain Credit Union; Paul Puckli, CHA Consulting; Amanda Sheridan, McFarland Johnson; Bob Overby, McFarland Johnson; Rob Sponder, Parks Hospitality

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

SWEARING IN OF BOARD MEMBER: The Chair noted Susan Russo Klein's recent reappointment to the Authority Board and thanked her for her willingness to continue serving on the Board. Ms. Russo Klein was sworn in by the Clerk to the Board.

The president stated that Laura Leatherwood was previously sworn in by the Clerk to the Board and that Britt Lovin was previously sworn in as Vice-Chair by the Clerk to the Board.

CATASTROPHE IN HAWAII: The Chair acknowledged the wildfire catastrophe that recently claimed the lives of many people in Hawaii. The president stated that ACI and AAAE have emergency funds for natural disasters to help those in the aviation community that have lost their homes.

SERVICE RECOGNITION AWARD: The Chair recognized Mr. Russell for his service on the Authority Board and read him the following resolution:

*Greater Asheville
Regional Airport Authority*

~ Resolution ~

WHEREAS, the Greater Asheville Regional Airport Authority was created in June 2012 by State statutes for the purpose of maintaining, operating, regulating, developing, and improving the Asheville Regional Airport; and

WHEREAS, Robby Russell served as Member of the Greater Asheville Regional Airport Authority from July 2022 to August 2023; and

WHEREAS, Robby Russell resigned his position as Member of the Greater Asheville Regional Airport Authority due to a well-deserved opportunity in his professional capacity which required his transfer from Buncombe County; and

WHEREAS, Robby Russell, during his period of service to the Authority, performed his duties with diligence, prudence, and unfailing kindness; and

WHEREAS, Robby Russell provided to the Authority his wisdom, enthusiasm, and financial expertise; and

NOW, THEREFORE, BE IT RESOLVED that the Greater Asheville Regional Airport Authority expresses its sincere thanks and gratitude to Robby Russell for his dedicated efforts in serving the needs of the Asheville Regional Airport.

Adopted this 11th day of August, 2023.

Greater Asheville Regional Airport Authority

BOARD MEMBER INTRODUCTION: Laura Leatherwood shared information about her background, career in business and higher education, and expressed her pleasure and honor in serving on the Board for the community.

AUTHORITY RECOGNITION: The president recognized the work of staff involved in a recent TSA surge inspection of the Authority's processes and security. A certificate of appreciation for the Authority from TSA was presented to Chief Sales.

PRESENTATIONS: None

FINANCIAL REPORT: The president delivered a review of enplanements, aircraft operations, and general aviation activity for the month of June. Janet Burnette reported on the financial activity for the month of June.

CONSENT ITEMS: The Chair stated that Consent Item G, Approval of the Greater Asheville Regional Airport Authority June 9, 2023 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority June 9, 2023 Regular Meeting Minutes:

B. Approval of Amended Wage and Pay Structure Policy:

C. Approval of Amended Budget with LAZ Parking to Operate Shuttle Buses for New South Parking Area:

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>
Parking Management Shuttle	_____	\$178,337.00
Total	=====	\$178,337.00

This will result in a net increase of \$178,337.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	\$178,337.00
Totals	=====	\$178,337.00

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 11th day of August 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

D. Approval of Supplemental Agreement No. 1 to Agreement for Professional Consulting Services with Avcon Engineers and Planners, Inc. for the South Parking Area Project:

E. Approval of Supplemental Agreement No. 1 to Agreement for Professional Consulting Services with GS&P, N.C. an Affiliate of Gresham Smith and Partners for the Terminal Modernization and Expansion Project:

F. Approval of Supplemental Agreement No. 1 to Agreement for Professional Consulting Services with CHA Consulting, Inc. for the Airport Master Plan Update:

A summary of Consent Item B, Approval of Amended Wage and Pay Structure Policy was requested by the Board. The president provided a brief explanation of the amended policy and the purpose for the revisions.

Ms. Russo Klein moved to approve Consent Items A through F. Mr. Ricker seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval of Concession Agreement and Lease with Mountain Credit Union and the Greater Asheville Regional Airport Authority: Christina Madsen introduced Mr. Chris Angel, VP of Business Development and Marketing with Mountain Credit Union, to the Board. Mrs. Madsen stated that a Request for Proposals for ATM services was issued and that two proposals were received. Staff recommended entering into an agreement with Mountain Credit Union for a five-year term with five one-year options to renew. The ATM will be located in the terminal pre-security and the projected annual revenue to the Authority is estimated to be \$1,900.

Dr. Leatherwood moved to approve the concession agreement and lease with Mountain Credit Union and authorize the President & CEO to execute the necessary documents. Mr. Russell seconded the motion and it carried unanimously.

B. Approval of a Ground Lease and Agreement with Sheetz, Inc. and the Greater Asheville Regional Airport Authority: Christina Madsen introduced Todd Casado with Sheetz, Inc. to the Board. Mrs. Madsen informed the Board that staff was requesting approval of a ground lease and agreement with Sheetz, Inc. ("Sheetz") for the development of a convenience store and gas station on three acres of property across NC280. The terms of the lease would be for fifteen years with three five-year options to renew. The terms of the lease require Sheetz to relocate existing vehicle parking to adjacent property at the expense of Sheetz. The Authority has also asked Sheetz to construct additional parking on property contiguous to the relocated parking and the Authority will either reimburse Sheetz or provide a rent credit upon the completed additional parking. Mrs. Madsen reviewed the details of the due diligence period provided to Sheetz in the lease as well as the rent per square foot and the percentage of gross receipts.

The Board thanked the president and Mrs. Madsen for their continued efforts to increase the Authority's non-aeronautical revenue.

Mr. Ricker moved to approve the ground lease and agreement with Sheetz, Inc. and authorize the President & CEO to execute the necessary documents. Mr. Kennedy seconded the motion and it carried unanimously.

C. Approval of Agreements for Professional Consulting Services 2023-2028 Capital Improvement Program (CIP): Jared Merrill introduced representatives from McFarland Johnson and Avcon Engineers to the Board. Mr. Merrill advised the Board that a solicitation for Statements of Qualifications was conducted for projects included in the 2023-2028 CIP requiring consultant services. A review committee conducted interviews for four of the twelve firms that submitted Statements of Qualifications. Based on qualifications, staff recommended McFarland Johnson, Avcon Engineers and Planners, Inc., and Kimley Horn as the most qualified firms to provide consulting services over the next five years. The FAA will review and provide approval of the firms selected. Mr. Merrill assured the Board that any work to be performed would require negotiation of a scope of work and fee which would require separate approval by the Board.

Mr. Russell moved to approve the Agreements for Professional Consultant Services with McFarland Johnson, Avcon Engineers and Planners, Inc., and Kimley Horn conditional upon FAA approval; and authorize the President & CEO to execute the necessary documents. Ms. Russo Klein 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. AVL Forward: The president pointed out the new attire worn by the Marketing staff for the kick-off of the AVL Forward campaign for the terminal building modernization project.

B. Update on Parking: With the ending of summer, the airport should see a decline in traffic and an ease in parking. The president stated that completion of the south parking lot is scheduled for November and should provide a relief in the parking shortage. In conjunction with the development of the Sheetz project, additional parking across NC280 will also provide additional parking. The president further stated that staff has been working on some customer amenities for the parking lots and asked Shane Stockman and John Coon to provide an update. Mr. Stockman and Mr. Coon spoke about the partnership with LAZ Parking in implementing LAZ Go in the remote parking lots and explained the process for this mobile pay app. The license plate recognition software that is planned for the new south parking lot and the parking guidance system soon to be installed in the parking garage was discussed. Real-time parking counts will also be added to the airport's website so that passengers can check ahead of time.

C. Contingency Transfer: The president advised the Board that a contingency transfer in the amount of \$12,126 was made in August for unpaid invoices for the temporary north parking lot. The invoices were received after the FY23 budget was closed.

D. Grant Funding: The president reported that in the spring the airport had been awarded grants from the Bipartisan Infrastructure Law. The grant paperwork was recently received and executed in the amounts of \$10 million for the Air Traffic Control Tower and \$10 million for the Terminal Modernization Project.

E. Authority Parking Lot: The Authority parking lot will close on September 11th. Parking will be available near 134 Wright Brother's Way and the Board will be given the specifics in the near future.

F. Update on Terminal Modernization and Expansion Project and Air Traffic Control Tower Project: Jared Merrill provided brief updates on both construction projects.

G. Press Release for Terminal Expansion and Modernization Project Groundbreaking: The president called the Board's attention to a copy of a press release that was available at their seats.

H. Discussion on Proposed Strategic Plan Vision Statement: The president reminded the Board that an update on the strategic plan was presented at the June Board meeting and that a further discussion of the proposed vision statement was requested by the Board. The proposed vision statement was reviewed by the president, options for revisions were provided, and the Board members offered their feedback.

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 September 8, 2023.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 10:07 a.m. Ms. Russo Klein moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including an Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations. Mr. Ricker seconded the motion and it carried unanimously.

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

Open Session resumed at 10:30 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY AUGUST 11, 2023

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

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

JUNE 9, 2023 CLOSED SESSION MINUTES: Laura Leatherwood stated that she would abstain from voting for the June 9, 2023 Closed Session Minutes since she did not participate in the June 9, 2023 Closed Session.

Ms. Russo Klein moved to approve the minutes for the Greater Asheville Regional Airport Authority June 9, 2023 Closed Session and to seal and withhold the minutes for the June 9, 2023 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Lovin seconded the motion and it carried by a 6 to 0 vote.

ADJOURNMENT: Ms. Russo Klein moved to adjourn the meeting at 10:32 a.m. Mr. Lovin seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: September 8, 2023

ITEM DESCRIPTION – Consent Item B

Approval of Amendment to the FY23/24 Budget - Carryover

BACKGROUND

Given that our FY23/24 budget was prepared using estimates available in February 2023, we need to amend our FY23/24 budget to update some of those estimates.

The FY23/24 budget included an estimated amount of capital carry-over for projects not expected to be completed by June 30, 2023. Now that we have determined the actual spending on these projects for FY22/23, we need a budget amendment to increase the authorized capital carry-over and the related revenues by \$128,806,726 to the actual amounts needed for FY23/24. This includes increasing the capital carry-over for the terminal and tower construction projects by \$126,317,152, and the south GA apron design and construction projects by \$994,572. It also includes increasing the capital carry-over for the master plan update project by \$359,819, the air traffic control tower design project by \$139,666 and the south parking lot design and pre-construction projects by \$196,499.

We need to carryover \$177,504 for the FAA Reimbursable agreement and \$236,514 for several remaining smaller projects which are underway but unfinished, and \$385,000 for the purchase of shuttle buses which have been delayed due to supply chain shortages.

Budgeted AIP Funds will be increased by \$1,045,959, and budgeted Transfer from Authority Cash and Investments will be increased by \$127,760,767.

Consent – Item B



Also, we budgeted annual salary adjustments in the Administration Department. At the beginning of the fiscal year, we determined the actual amounts of these salary adjustments, by employee, and need to amend the FY23/24 budget to account for these adjustments in the appropriate departments.

We recommend that the Airport Authority Board amend the FY23/24 budget as outlined below.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY23/24 budgeted revenues and expenditures by \$128,806,726 to provide for the changes outlined above. The net increase in Transfers from GARAA Cash is \$127,760,767.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to amend the FY23/24 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>
Administrative Department	\$576,657	
Planning Department		\$42,258
Executive Department		\$69,555
Finance Department		\$35,204
Guest Services Department		\$25,587
Information Technology Department		\$56,616
Marketing Department		\$29,188
Operations Department		\$162,856
Properties Department		\$13,864
Public Safety Department		\$141,529
Carry-over Capital Expenditures		\$128,806,726
Totals	\$576,657	\$129,383,383

This will result in a net increase of \$128,806,726 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Federal AIP Funds		\$1,045,959
Transfer from GARAA Cash		\$127,760,767
Totals		\$128,806,726

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 8th day of September, 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: September 8, 2023

ITEM DESCRIPTION – Consent Item C

Approve Grant of Easement to Duke Energy Carolinas, LLC (DEC), A North Carolina LLC, for Electrical Service

BACKGROUND

The new Air Traffic Control Tower (ATCT) and Base Building project scope of work includes the permanent installation of power to the site. Per DEC, the best available power for this location is via an existing transformer located on the Linamar Light Metals property. DEC is working separately on the required easement from Linamar. This easement is solely for the portion of the Airport Property that the new lines and transformer will be placed to serve the ATCT and Base Building.

ISSUES

None.

ALTERNATIVES

None. The permanent power feed to the site is a requirement to complete this project. This easement is required for DEC to provide that service.

FISCAL IMPACT

None.

Consent Item - C



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the grant of an Easement to DEC for an electrical power run on the westside of the airport to serve the new ATCT and Base Building site; and (2) Authorize the President and CEO to execute the necessary documents.

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Amanda Morgan
136 Windover Dr.
Forest City, NC 28043

Parcel # 9643416572

EASEMENT

State of North Carolina
County of Henderson

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY** a body politic and corporate in the State of NC ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described as Tract One in that instrument recorded in **Deed Book 1584, Page 350**, Henderson County Register of Deeds ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

Notwithstanding anything to the contrary above, it is understood and agreed that:

- (1) DEC's access to secured portions of the Easement Area shall require the prior permission of Grantor and escort by an authorized representative of Grantor, in accordance with airport security regulations.
- (2) No above ground poles or wires shall be allowed within this easement area.
- (3) DEC must obtain written approval from the Grantor for any changes or construction upon the easement area.
- (4) DEC needs to comply with all Federal Aviation Regulations that might impact the airport, inclusive of FAR Part 77.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20 ____.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
a North Carolina a body politic and corporate

(SEAL)

(PRINT NAME/TITLE)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____ of

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, a North Carolina a body politic and corporate, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

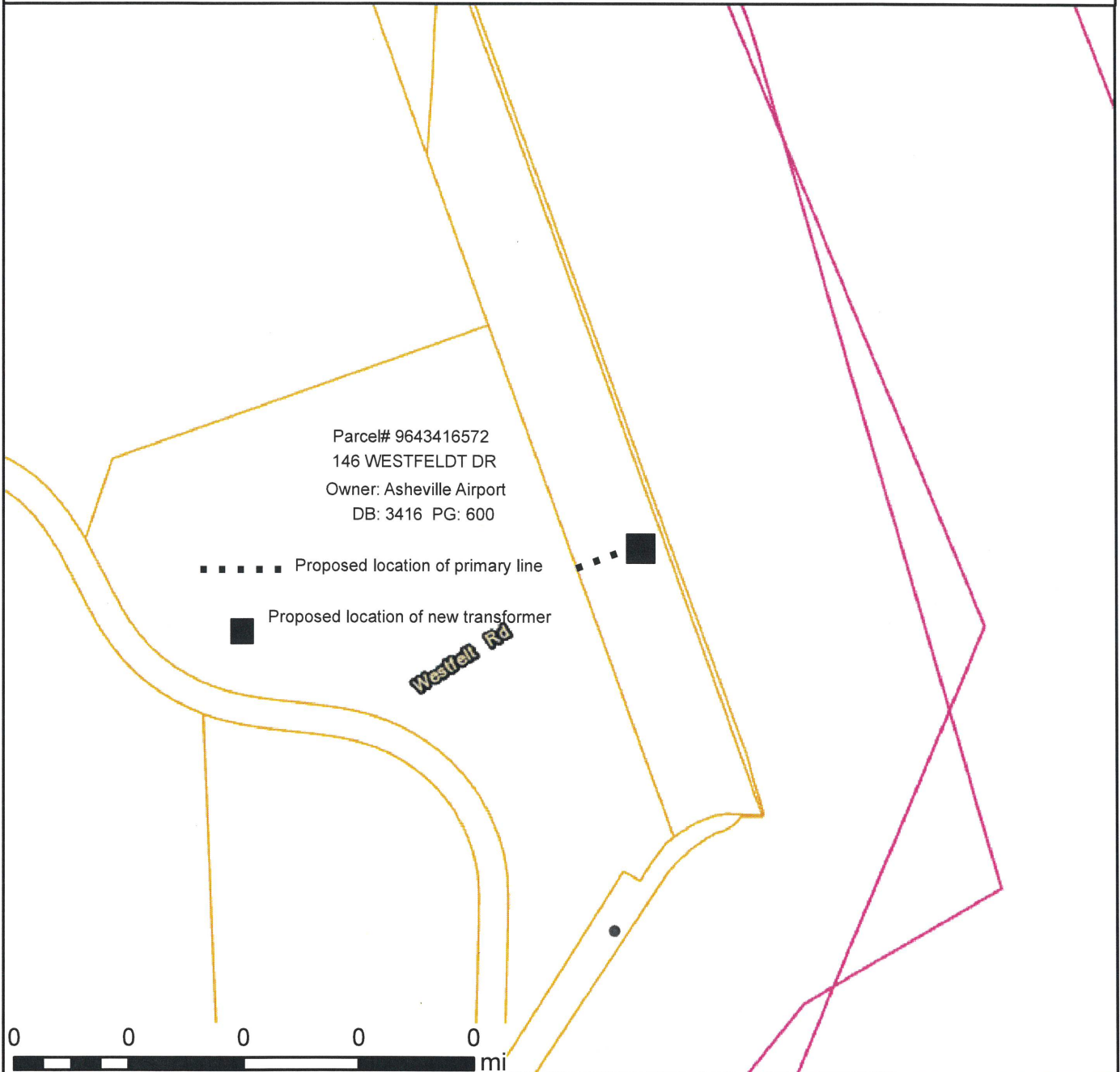
Witness my hand and notarial seal, this ____ day of _____, 20 ____.

Notary Public: _____

Commission expires: _____

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

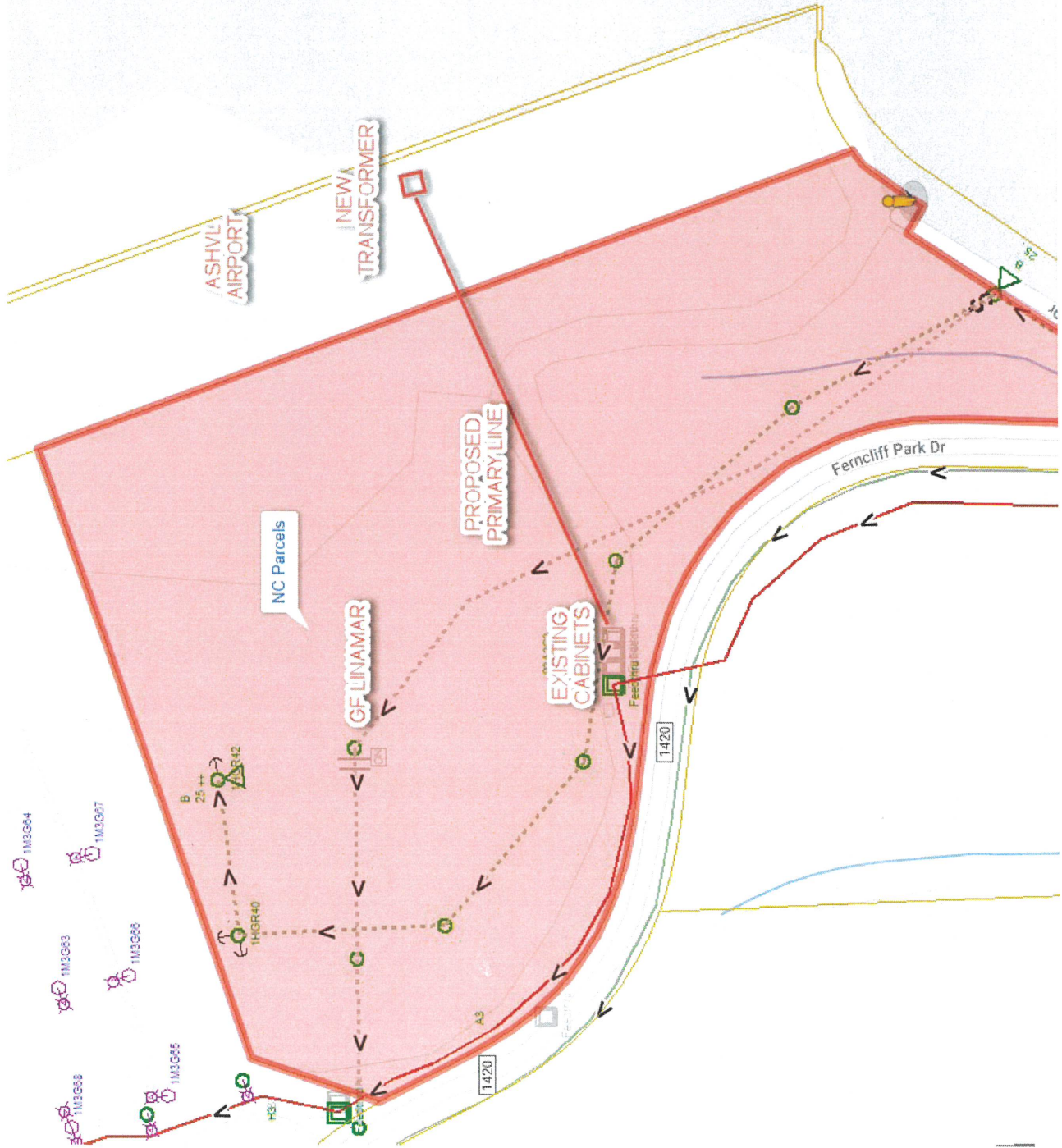


LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

Duke Energy Land Services GIS, Sources: Esri, HERE, Garmin, © OpenStreetMap contributors, Duke Energy | Land Services GIS

PROJECT NAME:
146 WESTFELDT DR

	PROPERTY OWNER: Asheville Airport	DATE: 6/28/2023
	SITE ADDRESS: 146 WESTFELDT DR Henderson, NC	WO# 49740272
	EASEMENT DESCRIPTION: The underground right of way will encompass 10 ft either side of the centerline as installed, with a total easement width of 20 ft.	SITE #
		DR. BY TB CK. BY





MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E.
President & CEO

DATE: September 8, 2023

ITEM DESCRIPTION – New Business Item A

Preliminary Approval of the Authority's Amended Ordinance No. 202301 Adopting Rules and Regulations of the Asheville Regional Airport

BACKGROUND

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

On June 9, 2023, the Airport Board adopted Ordinance No. 202301, which updated and established new airport rules and regulations, penalties for their violation, and provided the Authority with the ability to properly and sufficiently manage and govern airport facilities in accordance with applicable laws and airport policies to ensure for the safe operation of the airport.

Since the adoption of the ordinance in June, the terminal construction project has required changes in operating requirements for the added safety and service experience for our passengers. The primary changes in the proposed update include added definitions, updates to operational requirements, and updates to fines associated with certain penalties.

New Business – Item A



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

ISSUES

Without the approval of an amended ordinance, it has been difficult to implement operational requirements due to the ever-changing impacts of the terminal construction project.

ALTERNATIVES

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

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDED ACTION

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

Attachment



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AIRPORT ORDINANCE NO. 202301

AIRPORT RULES & REGULATIONS

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.

TABLE OF CONTENTS

Section 1.	Citation	3
Section 2.	Findings	3
Section 3.	Purpose and Scope	4
Section 4.	Effective Date	4
Section 5.	Definitions	4
Section 6.	General Regulations	9
Section 7.	Personal Conduct	12
Section 8.	Safety Regulations	20
Section 9.	Aeronautical Regulations	30
Section 10.	Airport Operational Restrictions	33
Section 11.	Taxi and Ground Rules	35
Section 12.	Helicopter Operations	36
Section 13.	Use of T-Hangars and Storage Hangars	37
Section 14.	Motor Vehicles	39
Section 15.	Motor Vehicle Parking	42
Section 16.	Ground Transportation Vehicles	44
Section 17.	Free Speech	45
Section 18.	Enforcement & Appeals	47
Section 19.	Miscellaneous	48

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 Affiliate – shall mean any Airline, ground handling company or other entity designated in writing by an Airline as an Affiliate that is operating under the same flight code designator and is: (1) a

parent or subsidiary of an Airline or is under common ownership and control with Airline; (2) operates under essentially the same trade name as an Airline at the Airport and uses essentially the same livery as the Airline; or (3) is a contracting ground handling company on behalf of the Airline at Airport.

- 5.5 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.
- 5.65 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.
- 5.76 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.
- 5.87 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.
- 5.9 Airline – shall mean each airline providing commercial passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers or cargo service to and from the Airport.
- 5.108 Airport – shall mean the Asheville Regional Airport (AVL).
- 5.119 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.
- 5.120 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.
- 5.134 Apron or Ramp – shall mean those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking of Aircraft.
- 5.142 Authority – shall mean the Greater Asheville Regional Airport Authority.
- 5.153 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.
- 5.164 Authorized Area(s) – shall mean a specified location or portion of the Airport, accessible only to specifically authorized Person(s).

- 5.1745 Authorized Representative – shall mean an employee of the Authority, designated by the Authority Board or the President & CEO, to act in a particular capacity.
- 5.186 City – shall mean the City of Asheville, North Carolina.
- 5.197 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.
- 5.2048 County – shall mean Buncombe County, and/or Henderson County, North Carolina.
- 5.2149 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.
- 5.220 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.
- 5.234 Directives – shall mean the specific written documents detailing the approved methods of operations and directed by the Authority or his/her Authorized Representative.
- 5.242 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).
- 5.253 Flammable Liquids – Liquids that are capable of self-sustained combustion.
- 5.264 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.
- 5.275 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.
- 5.28 Ground Support Equipment (GSE) – shall mean any vehicle or piece of equipment operated to support Aircraft on the AOA or to perform airside operations, regardless of whether such vehicle is motorized or nonmotorized or leaves the AOA perimeter.
- 5.296 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.

- 5.3027 Helicopter – shall mean a rotorcraft that, for its horizontal motion, depends principally on its engine driven rotors.
- 5.3128 Malt Beverage – shall mean beer, lager, malt liquor, ale, porter, or fermented beverage.
- 5.3229 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.
- 5.3330 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.
- 5.3434 NFPA – shall mean the National Fire Protection Association.
- 5.3532 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.
- 5.3633 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.
- 5.3734 Non-Public Parking Facilities – shall mean parking facilities that are limited to authorized users or permit only parking.
- 5.385 Open Container – shall mean a container whose seal has been broken or a container other than the manufacturer’s unopened original container.
- 5.396 Operator – shall mean the individual directly controlling or maneuvering equipment, Motor Vehicle or Aircraft.
- 5.4037 Owner – shall mean the Person possessing a fee interest in real property or ownership interest in personal property.
- 5.4138 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.
- 5.4239 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.
- 5.430 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.

- 5.441 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.
- 5.452 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.
- 5.463 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.
- 5.474 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.
- 5.485 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.
- 5.496 Public Parking Facilities – shall mean all parking facilities provided for the public on Airport Property.
- 5.5047 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.
- 5.5148 Restricted Area(s) – shall mean any designated area of the Airport to which access or entry is limited to authorized Persons only.
- 5.5249 Runway – shall mean a Restricted Area used solely for take-off and landing of Aircraft.
- 5.530 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.
- 5.544 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.
- 5.552 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.

- 5.5~~36~~ 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).
- 5.5~~74~~ 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.
- 5.5~~85~~ 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.
- 5.5~~96~~ Transportation Network Company (TNC) – shall mean citizens utilizing a privately owned motor vehicle for commercial ground transportation purposes that are dispatched through electronic means.
- 5.6~~057~~ Ultra-Light Vehicle – shall mean an Aircraft that meets and operates under the requirements of 14 CFR, Part 103.
- 5.6~~158~~ 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.
- 5.6~~259~~ 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 7.1.H.(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.

~~A.~~

~~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.

~~B.~~

C. Airlines shall make every effort to select gates for arrival and departure in such a way as to ensure the disbursement of passengers throughout the Terminal, and to minimize the risk of a Fire Code violation from too many passengers in one area of the Terminal.

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.I(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, Taxiway 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 Adequate Personnel. Passengers shall not be permitted to enplane or deplane Aircraft outside of the presence of authorized Airline personnel. Airlines and Affiliates shall not enplane an Aircraft until there is sufficient personnel (including, but not limited to, ground support personnel, and other personnel necessary to meet FAA, TSA and Airport security program requirements) is available to operate the Aircraft without delay. Likewise, Airlines and Affiliates shall ensure that sufficient personnel (including, but not limited to, ground support personnel, and other personnel necessary to meet FAA, TSA, and Airport security program requirements) is available to deplane an Aircraft without delay. An Airline or an Affiliate that, solely due to a lack of available personnel, leaves passengers on an Aircraft for more than 30 minutes after enplaning, but before departing (either at the gate or taxiway), or after arriving, but before deplaning (either on the taxiway or the gate) shall be in violation of this Section 10.10.

10.11

~~10.10~~ Violations of Section 10.

~~10.11~~

10.12 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 10.1 to 10.9 shall be \$400.00.

(2) The civil penalty associated with each citation issued to an Airline for a violation of Section 10.10 (by the Airline or an Affiliate) shall be \$3,000.00 for the first violation; \$6,000.00 for the second violation; and \$10,000.00 for the third and all subsequent violations within a twelve month period.

(3) The Authority shall impose a second violation charge when a second violation of the same rule occurs within a twelve month period from the date of the first violation. The Authority shall impose a third violation charge when a third violation of the same rule occurs within a twelve month period from the date of the first violation.

~~(2)~~(4) Each day's continuing violation of any provision of Section 10 is a separate and distinct violation.

~~(3)~~(5) 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.

10.13 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.

E. It shall be unlawful for any Airline or Affiliate to ignore (or otherwise fail to respond to) the instruction of the Authority to move a parked or stored Aircraft from any terminal, gate or other location on Airport Property to another location. If the Airline or Affiliate does not move a parked or stored Aircraft to another location, within 60 minutes of the instruction by the Authority to do so, the Airline or Affiliate shall be in violation of this Section 11.1(E).

D-F. All Airlines and Affiliates must work together to coordinate the use of Aircraft gates and parking locations, in advance, in order to avoid conflicts. It shall be unlawful for any Airline or Affiliate to fail or refuse to coordinate gate and parking locations with other Airlines and Affiliates. It shall also be unlawful for any Airline or Affiliate to block a gate or other area with a parked Aircraft for an extended period of time without the advance permission of the Authority.

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 Ground Support Equipment (GSE).

- A. It shall be unlawful for any Airline or Affiliate to park GSE anywhere except in the designated areas when the GSE is not actively servicing an Aircraft.
- B. It shall be unlawful for any Airline or Affiliate to ignore (or otherwise fail to respond to) the instruction of the Authority to move a parked or stored GSE to another location on Airport Property. If the Airline or Affiliates do not move a parked or stored GSE to another location, within 60 minutes of the instruction by the Authority to do so, the Airline or Affiliate shall be in violation of this Section 11.3B

11.4 Airline Announcements. It shall be unlawful for an Airline or Affiliate to make an announcement asserting that the actions or inaction of the Authority or the Airport resulted in a cancelled flight, a delayed flight, a delay in takeoff or a delay in deboarding the plane, unless the actions or inaction of the Airport or Authority are the actual cause of the cancellation or delay.

11.5 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 11A through 11.D shall be \$400.00.

~~(1)~~

(2) The civil penalty associated with each civil citation issued to an Airline for violation of Section 11.1E, 11.1F, 11.3, and 11.4 (by an Airline or an Affiliate) shall be \$3,000.00 for the first violation; \$6,000.00 for the second violation and \$10,000.00 for the third and all subsequent violations within a twelve month period.

(3) The Authority shall impose a second violation charge when a second violation of the same rule occurs within a twelve month period from the date of the first violation. The Authority shall impose a third violation charge when a third violation of the same rule occurs within a twelve month period from the date of the first violation.

~~(3)~~(4) Each day's continuing violation of any provision of Section 11 is a separate and distinct violation.

~~(4)~~(5) 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: Lew Bleiweis, A.A.E., President & CEO
DATE: September 8, 2023

ITEM DESCRIPTION – Information Section Item A

July, 2023 Traffic Report – Asheville Regional Airport

SUMMARY

July, 2023 overall passenger traffic numbers were up 24.4% compared to the same period last year. Passenger traffic numbers reflect a 23.4% increase in passenger enplanements from July, 2022.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in July 2023 were up by 22.6%. There were 10 flight cancellations for the month.

American Airlines: American's July 2023 passenger enplanements represent a 27.9% increase over the same period last year. There were 20 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in July 2023 increased by 17.9%. There were 14 flight cancellations for the month.

JetBlue Airways: Passenger enplanements for JetBlue increased by 24.6% over the same period last year. There were no flight cancellations for the month.

Sun Country: Sun Country saw a decrease in enplanements by 13.6% compared to July, 2022. There were no flight cancellations for the month.

United Airlines: In July 2023, United Airlines saw an increase in enplanements by 36.0% over the same period last year. There were 14 flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

July, 2023



Category	Jul 2023	Jul 2022	Percentage Change	*CYTD-2023	*CYTD-2022	Percentage Change	*MOV12-2023	*MOV12-2022	Percentage Change
Passenger Traffic									
Enplaned	122,224	99,028	23.4%	610,121	498,929	22.3%	1,034,008	850,265	21.6%
Deplaned	122,280	97,479	25.4%	605,947	495,073	22.4%	1,026,851	845,619	21.4%
Total	244,504	196,507	24.4 %	1,216,068	994,002	22.3 %	2,060,859	1,695,884	21.5 %
Aircraft Operations									
Airlines	2,129	1,795	18.6%	11,043	9,108	21.3%	18,853	15,061	25.2%
Commuter/AirTaxi	1,161	1,155	0.5%	5,712	5,257	8.7%	10,411	11,402	-8.7%
Subtotal	3,290	2,950	11.5 %	16,755	14,365	16.6 %	29,264	26,463	10.6 %
GeneralAviation	4,546	4,422	2.8%	27,127	27,032	0.4%	47,112	46,710	0.9%
Military	415	406	2.2%	2,174	3,172	-31.5%	4,142	5,339	-22.4%
Subtotal	4,961	4,828	2.8 %	29,301	30,204	-3.0 %	51,254	52,049	-1.5 %
Total	8,251	7,778	6.1 %	46,056	44,569	3.3 %	80,518	78,512	2.6 %
Fuel Gallons									
FF-100LL	14,853	14,653	1.4%	112,322	98,137	14.5%	184,207	183,266	0.5%
FF-JETA-GA	244,331	207,451	17.8%	1,043,448	1,017,559	2.5%	1,936,592	1,925,104	0.6%
Subtotal	259,184	222,104	16.7 %	1,155,770	1,115,696	3.6 %	2,120,799	2,108,370	0.6 %
FF-JETA-AL	1,171,540	901,552	30.0%	5,823,540	4,674,954	24.6%	9,917,049	8,330,121	19.1%
Subtotal	1,171,540	901,552	29.9 %	5,823,540	4,674,954	24.6 %	9,917,049	8,330,121	19.1 %
Total	1,430,724	1,123,656	27.3 %	6,979,310	5,790,650	20.5 %	12,037,848	10,438,491	15.3 %

*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

July, 2023



	Jul 2023	Jul 2022	Percentage Change	*CYTD-2023	*CYTD-2022	Percentage Change
Allegiant Air						
Enplanements	53,654	43,783	22.6%	264,490	233,015	13.5%
Seats	57,642	47,856	20.5%	303,723	286,083	6.2%
Load Factor	93.0 %	91.0 %	2.2%	87.0 %	81.0 %	7.4%
American Airlines						
Enplanements	34,596	27,053	27.9%	157,740	118,768	32.8%
Seats	43,027	32,959	30.6%	200,804	143,197	40.2%
Load Factor	80.0 %	82.0 %	-2.4%	79.0 %	83.0 %	-4.8%
Delta Air Lines						
Enplanements	21,163	17,952	17.9%	130,432	103,834	25.6%
Seats	23,734	20,314	16.8%	155,148	136,983	13.3%
Load Factor	89.0 %	88.0 %	1.1%	84.0 %	76.0 %	10.5%
JetBlue Airways						
Enplanements	2,765	2,220	24.6%	4,161	2,967	40.2%
Seats	3,150	2,600	21.2%	4,750	3,500	35.7%
Load Factor	88.0 %	85.0 %	3.5%	88.0 %	85.0 %	3.5%
Sun Country						
Enplanements	1,499	1,734	-13.6%	10,360	10,508	-1.4%
Seats	2,232	2,046	9.1%	14,322	12,948	10.6%
Load Factor	67.0 %	85.0 %	-21.2%	72.0 %	81.0 %	-11.1%
United Airlines						
Enplanements	8,547	6,286	36.0%	42,938	29,837	43.9%
Seats	9,130	6,870	32.9%	50,074	33,075	51.4%
Load Factor	94.0 %	91.0 %	3.3%	86.0 %	90.0 %	-4.4%
Totals						
Enplanements	122,224	99,028	23.0%	610,121	498,929	22.0%
Seats	138,915	112,645	23.0%	728,821	615,786	18.0%
Load Factor	88.0 %	88.0 %	0.0%	84.0 %	81.0 %	3.7%

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

**Previous Year does not include charter activity.

Airline Flight Completions

Asheville Regional Airport

July, 2023

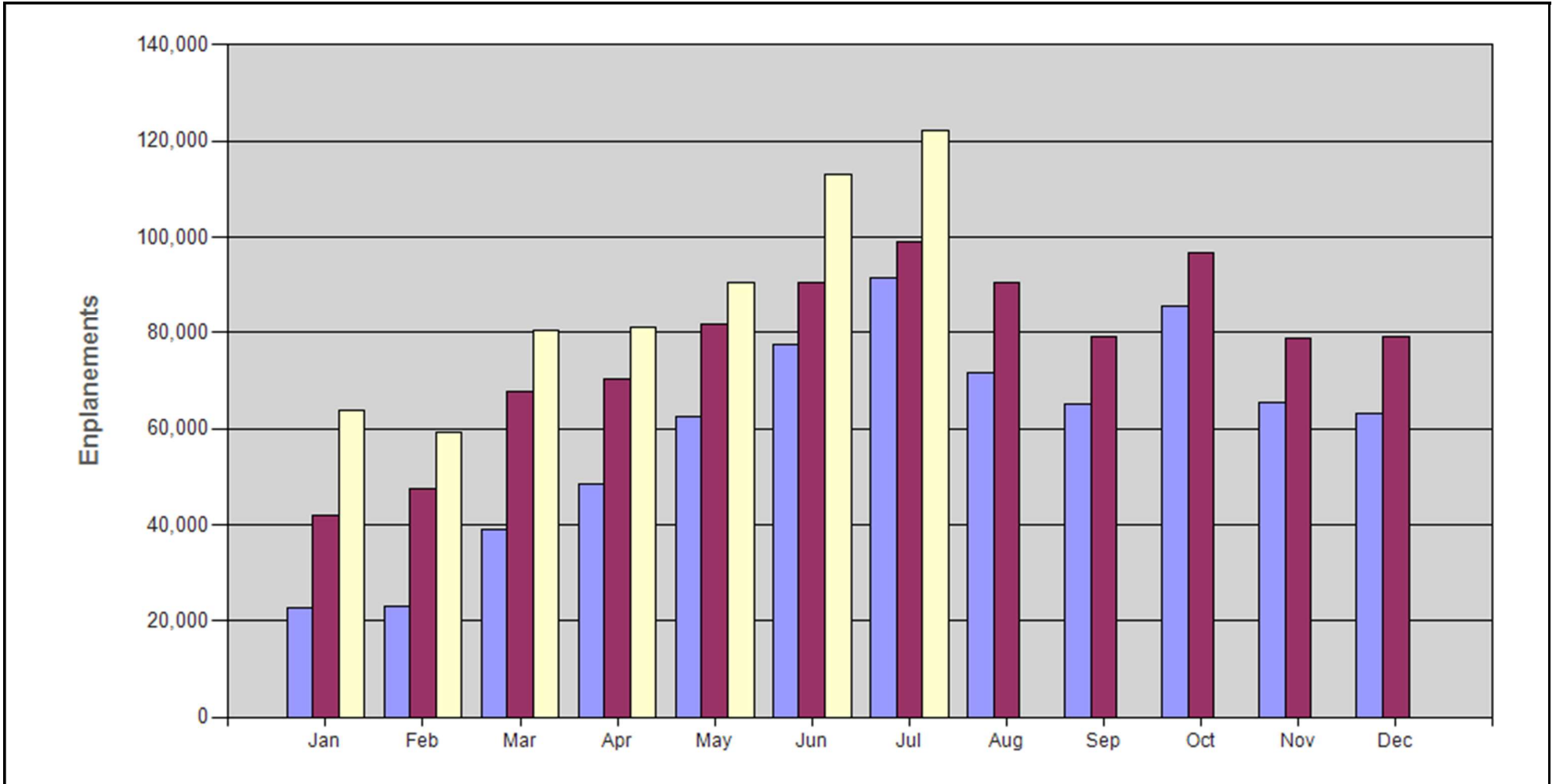


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	327	0	0	0	10	10	96.9%
American Airlines	495	0	1	19	0	20	96.0%
Delta Air Lines	241	0	2	12	0	14	94.2%
JetBlue Airways	31	0	0	0	0	0	100.0%
Sun Country	12	0	0	0	0	0	100.0%
United Airlines	153	0	0	14	0	14	90.9%
Total	1,259	0	3	45	10	58	95.4%

Monthly Enplanements By Year

Asheville Regional Airport

July, 2023

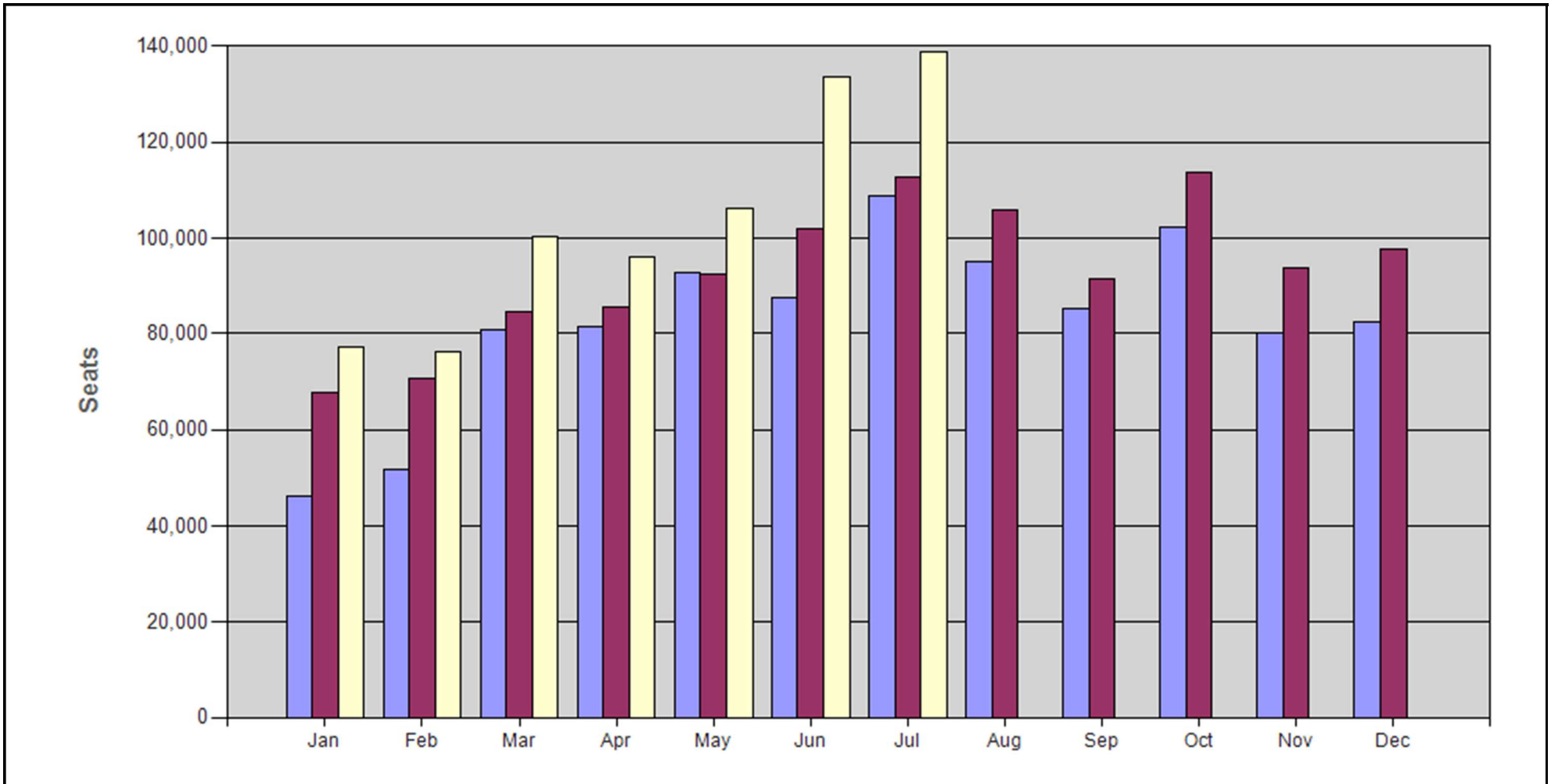


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	22,658	22,977	39,029	48,371	62,546	77,489	91,609	71,735	65,120	85,762	65,431	63,288
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224					

Monthly Seats By Year

Asheville Regional Airport

July, 2023

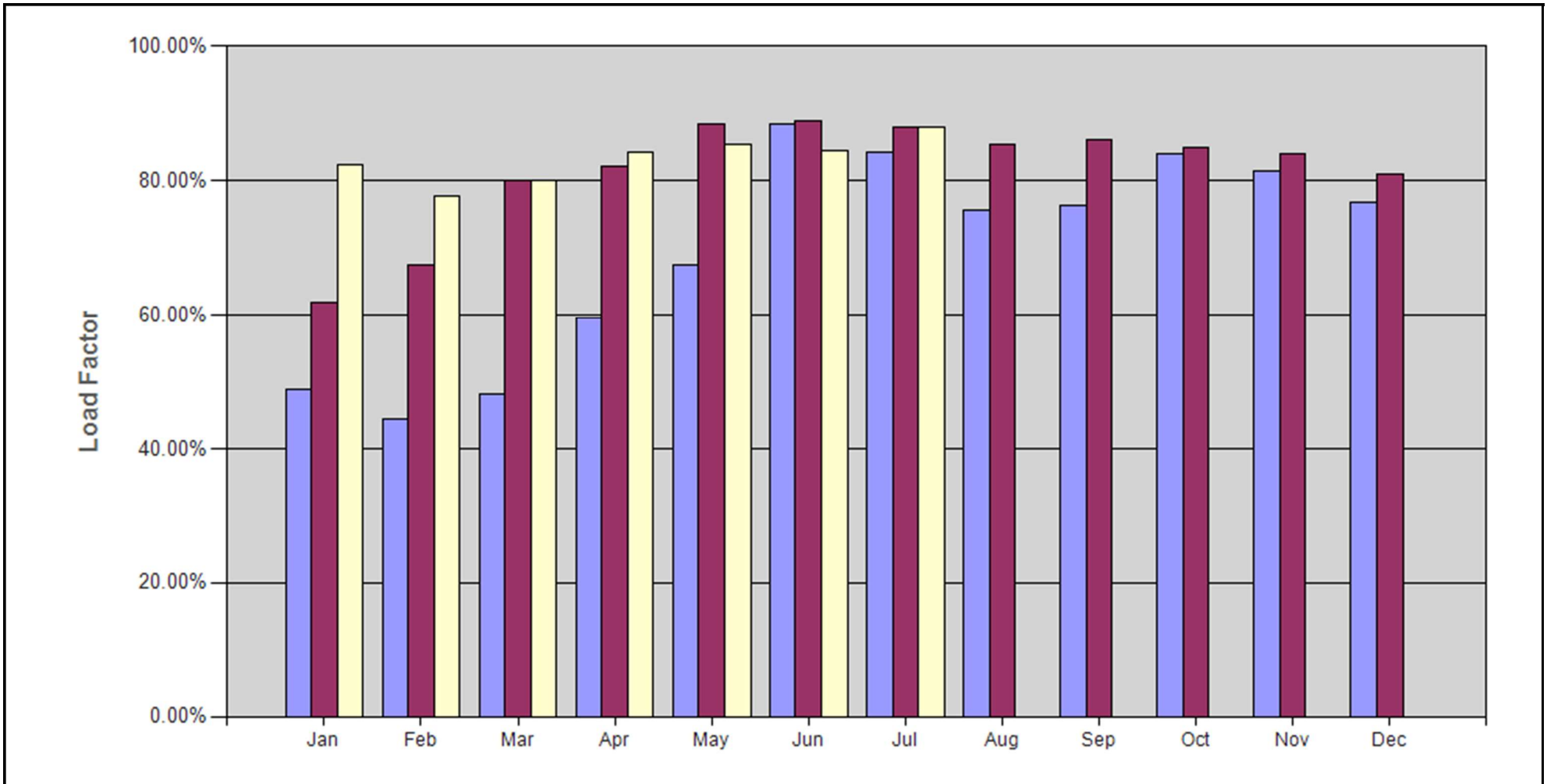


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	46,325	51,620	80,905	81,345	92,780	87,651	108,793	94,971	85,335	102,158	80,261	82,435
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915					

Monthly Load Factors By Year

Asheville Regional Airport

July, 2023

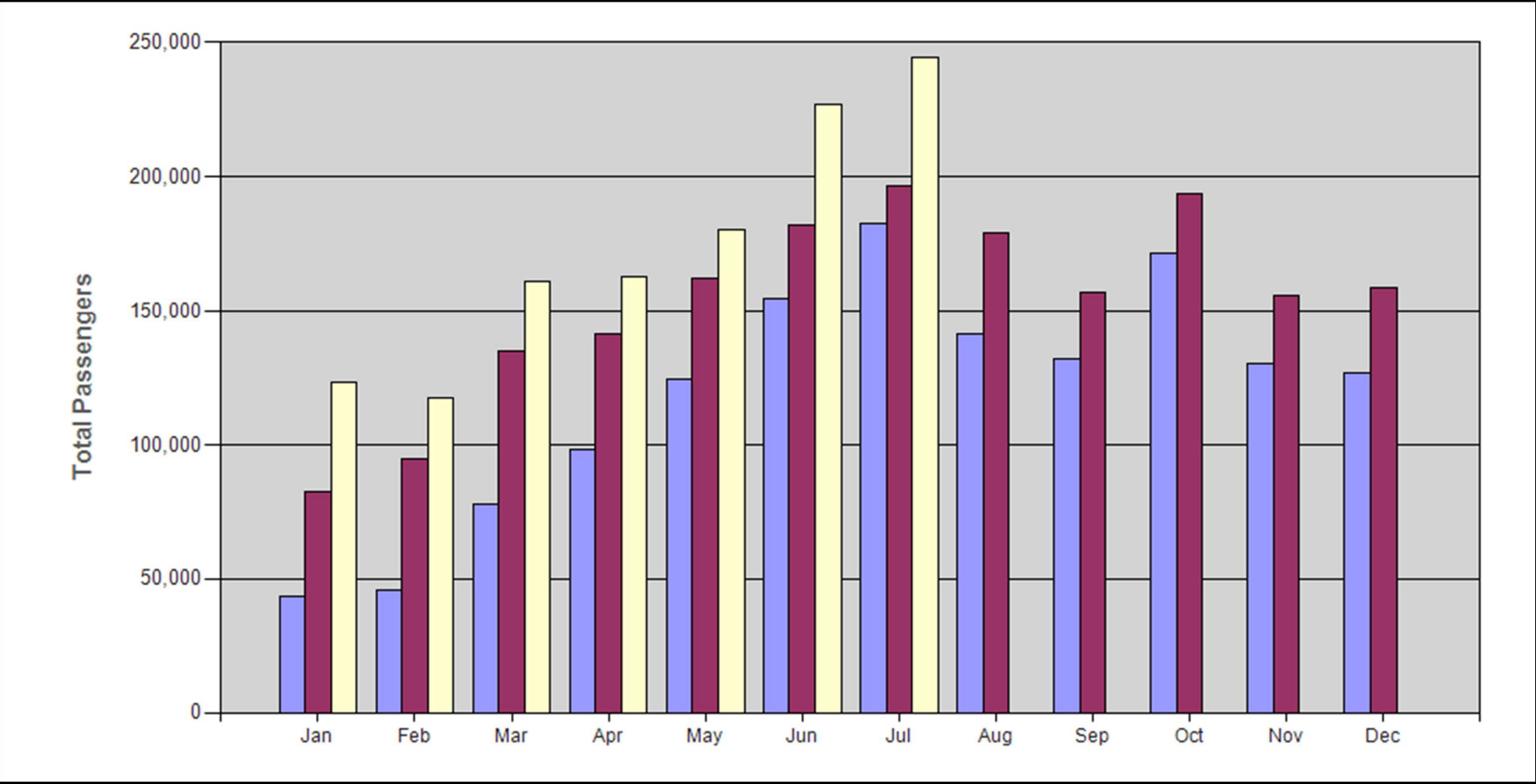


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	48.91%	44.51%	48.24%	59.46%	67.41%	88.41%	84.20%	75.53%	76.31%	83.95%	81.52%	76.77%
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%					

Total Monthly Passengers By Year

Asheville Regional Airport

July, 2023

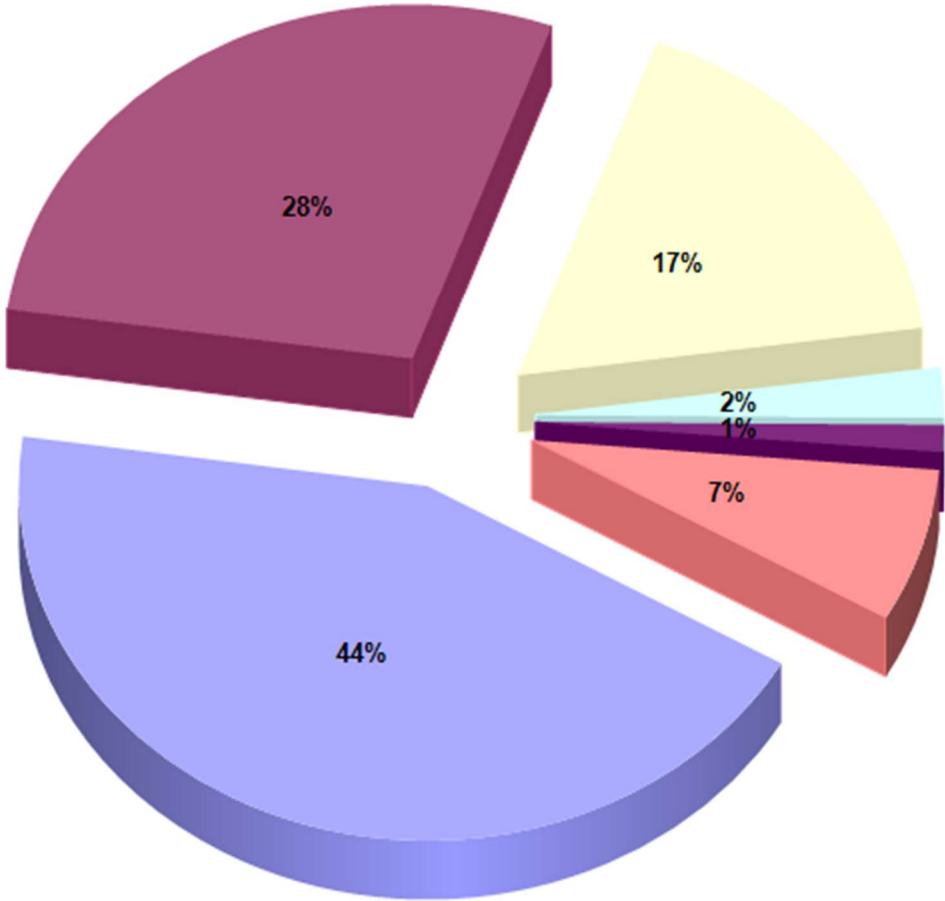


		1	2	3	4	5	6	7	8	9	10	11	12
	2021	43,630	45,617	77,862	97,905	124,151	154,749	182,470	141,577	132,022	171,476	130,131	126,676
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504					

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

July, 2023



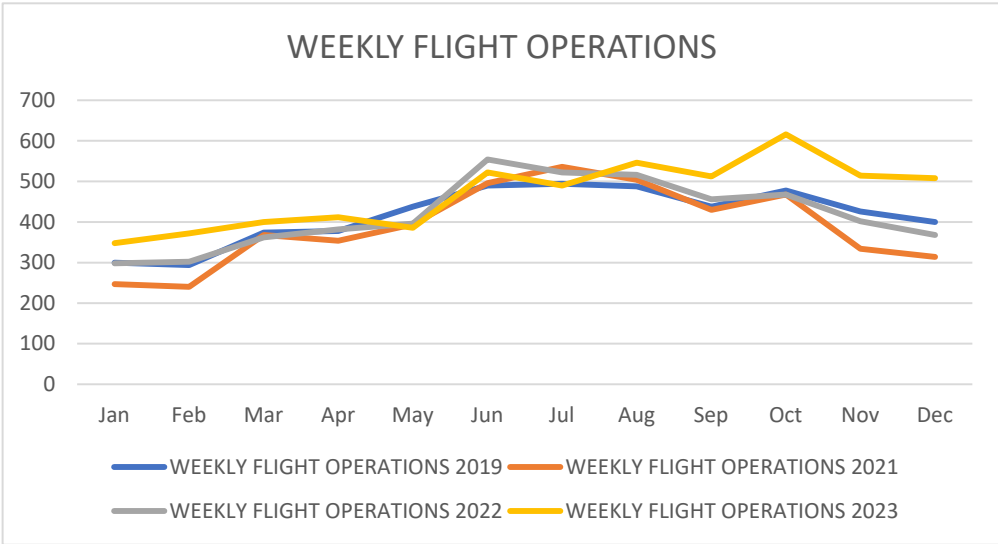
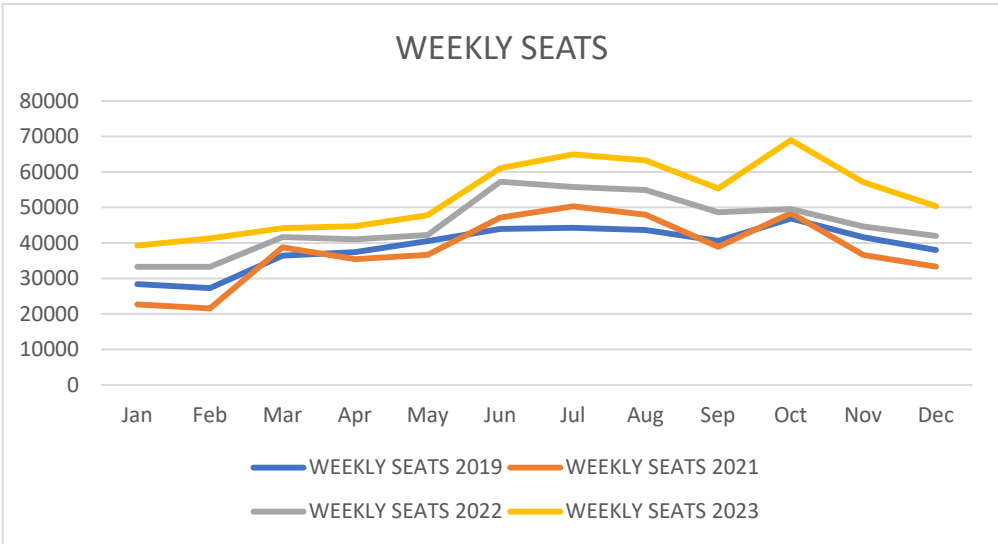
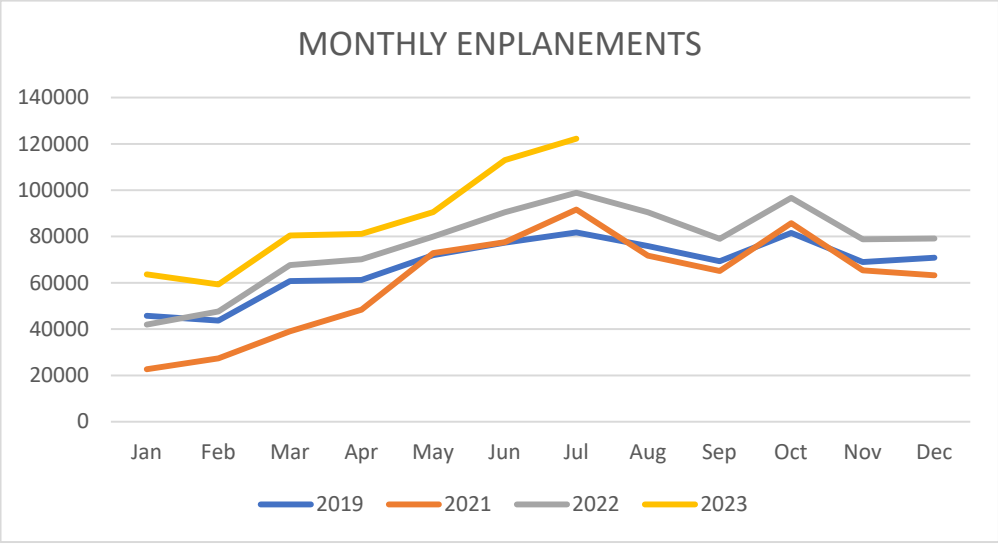
Allegiant Air American Airlines Delta Air Lines JetBlue Airways Sun Country United Airlines

AVL - Three month schedule Summary Report
 October 2023 to December 2023 vs. September 2022 to November 2022
 27-Aug-23

Mkt AI	Travel Period			Oct 2023		Oct 2022		Diff YoY		Percent Diff YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	63	5,527	51	4,615	12	912	23.5%	19.8%
AA	CLT-AVL	CLT	AVL	63	5,527	51	4,615	12	912	23.5%	19.8%
AA	AVL-DCA	AVL	DCA	14	1,064	7	532	7	532	100.0%	100.0%
AA	DCA-AVL	DCA	AVL	14	1,064	7	532	7	532	100.0%	100.0%
AA	AVL-DFW	AVL	DFW	14	1,582	14	1,064	0	518	0.0%	48.7%
AA	DFW-AVL	DFW	AVL	14	1,582	14	1,064	0	518	0.0%	48.7%
AA	AVL-LGA	AVL	LGA	7	532	1	65	6	467	600.0%	718.5%
AA	LGA-AVL	LGA	AVL	7	532	1	65	6	467	600.0%	718.5%
AA	AVL-MIA	AVL	MIA	6	664	7	532	(1)	132	(14.3%)	24.8%
AA	MIA-AVL	MIA	AVL	6	664	7	532	(1)	132	(14.3%)	24.8%
AA	AVL-ORD	AVL	ORD	7	455	7	455	0	0	0.0%	0.0%
AA	ORD-AVL	ORD	AVL	7	455	7	455	0	0	0.0%	0.0%
AA	AVL-PHL	AVL	PHL	14	700	7	532	7	168	100.0%	31.6%
AA	PHL-AVL	PHL	AVL	14	700	7	532	7	168	100.0%	31.6%
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	46	5,060	34	3,740	12	1,320	35.3%	35.3%
DL	AVL-ATL	AVL	ATL	46	5,060	34	3,740	12	1,320	35.3%	35.3%
DL	AVL-DTW	AVL	DTW	0	0	0	0	0	0	-	-
DL	DTW-AVL	DTW	AVL	0	0	0	0	0	0	-	-
DL	AVL-LGA	AVL	LGA	13	946	13	981	0	(35)	0.0%	(3.6%)
DL	LGA-AVL	LGA	AVL	13	946	13	981	0	(35)	0.0%	(3.6%)
DL	AVL-MSP	AVL	MSP	3	399	1	70	2	329	200.0%	470.0%
DL	MSP-AVL	MSP	AVL	3	399	1	70	2	329	200.0%	470.0%
G4	AUS-AVL	AUS	AVL	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-AUS	AVL	AUS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-BOS	AVL	BOS	4	744	2	372	2	372	100.0%	100.0%
G4	BOS-AVL	BOS	AVL	4	744	2	372	2	372	100.0%	100.0%
G4	AVL-BWI	AVL	BWI	2	372	2	312	0	60	0.0%	19.2%
G4	BWI-AVL	BWI	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-DEN	AVL	DEN	2	372	2	342	0	30	0.0%	8.8%
G4	DEN-AVL	DEN	AVL	2	372	2	342	0	30	0.0%	8.8%
G4	AVL-EWR	AVL	EWR	4	744	4	684	0	60	0.0%	8.8%
G4	EWR-AVL	EWR	AVL	4	744	4	684	0	60	0.0%	8.8%
G4	AVL-EYW	AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	14	2,478	7	1,155	7	1,323	100.0%	114.5%
G4	FLL-AVL	FLL	AVL	14	2,478	7	1,155	7	1,323	100.0%	114.5%
G4	AVL-HOU	AVL	HOU	2	372	2	312	0	60	0.0%	19.2%
G4	HOU-AVL	HOU	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-LAS	AVL	LAS	2	372	2	372	0	0	0.0%	0.0%
G4	LAS-AVL	LAS	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-MDW	AVL	MDW	2	372	2	372	0	0	0.0%	0.0%
G4	MDW-AVL	MDW	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-MSP	AVL	MSP	4	744	4	744	0	0	0.0%	0.0%
G4	MSP-AVL	MSP	AVL	4	744	4	684	0	60	0.0%	8.8%
G4	AVL-PBI	AVL	PBI	4	726	2	312	2	414	100.0%	132.7%
G4	PBI-AVL	PBI	AVL	4	726	2	372	2	354	100.0%	95.2%
G4	AVL-PGD	AVL	PGD	5	918	5	921	0	(3)	0.0%	(0.3%)
G4	PGD-AVL	PGD	AVL	5	918	5	921	0	(3)	0.0%	(0.3%)
G4	AVL-PHX	AVL	PHX	2	372	0	0	2	372	-	-
G4	PHX-AVL	PHX	AVL	2	372	0	0	2	372	-	-
G4	AVL-PIE	AVL	PIE	13	2,409	7	1,272	6	1,137	85.7%	89.4%
G4	PIE-AVL	PIE	AVL	13	2,409	7	1,272	6	1,137	85.7%	89.4%
G4	AVL-SFB	AVL	SFB	12	2,232	8	1,458	4	774	50.0%	53.1%
G4	SFB-AVL	SFB	AVL	12	2,232	8	1,458	4	774	50.0%	53.1%
G4	AVL-SRQ	AVL	SRQ	4	714	2	372	2	342	100.0%	91.9%
G4	SRQ-AVL	SRQ	AVL	4	714	2	372	2	342	100.0%	91.9%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	2	372	2	372	0	0	0.0%	0.0%
SY	MSP-AVL	MSP	AVL	2	372	2	372	0	0	0.0%	0.0%
UA	AVL-EWR	AVL	EWR	14	998	14	1,058	0	(60)	0.0%	(5.7%)
UA	EWR-AVL	EWR	AVL	14	998	14	1,058	0	(60)	0.0%	(5.7%)
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	21	1,050	21	1,050	0	0	0.0%	0.0%
UA	ORD-AVL	ORD	AVL	21	1,050	21	1,050	0	0	0.0%	0.0%
Total				608	67,828	468	49,500	140	18,328	29.9%	37.0%

Mkt AI	Travel Period		Nov 2023		Nov 2022		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	48	3,440	35	3,752	13	(312)	37.1%	(8.3%)
AA	CLT-AVL	CLT	AVL	48	3,440	35	3,752	13	(312)	37.1%	(8.3%)
AA	AVL-DCA	AVL	DCA	14	987	7	455	7	532	100.0%	116.9%
AA	DCA-AVL	DCA	AVL	14	987	7	455	7	532	100.0%	116.9%
AA	AVL-DFW	AVL	DFW	14	1,582	7	532	7	1,050	100.0%	197.4%
AA	DFW-AVL	DFW	AVL	14	1,582	7	532	7	1,050	100.0%	197.4%
AA	AVL-LGA	AVL	LGA	7	532	7	455	0	77	0.0%	16.9%
AA	LGA-AVL	LGA	AVL	7	532	7	455	0	77	0.0%	16.9%
AA	AVL-MIA	AVL	MIA	0	0	0	0	0	0	-	-
AA	MIA-AVL	MIA	AVL	0	0	0	0	0	0	-	-
AA	AVL-ORD	AVL	ORD	4	200	0	0	4	200	-	-
AA	ORD-AVL	ORD	AVL	4	200	0	0	4	200	-	-
AA	AVL-PHL	AVL	PHL	6	300	7	350	(1)	(50)	(14.3%)	(14.3%)
AA	PHL-AVL	PHL	AVL	6	300	7	350	(1)	(50)	(14.3%)	(14.3%)
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	46	5,060	41	4,510	5	550	12.2%	12.2%
DL	AVL-ATL	AVL	ATL	46	5,060	41	4,510	5	550	12.2%	12.2%
DL	AVL-LGA	AVL	LGA	13	910	13	974	0	(64)	0.0%	(6.6%)
DL	LGA-AVL	LGA	AVL	13	910	13	974	0	(64)	0.0%	(6.6%)
DL	AVL-MSP	AVL	MSP	3	471	1	76	2	395	200.0%	519.7%
DL	MSP-AVL	MSP	AVL	3	471	1	76	2	395	200.0%	519.7%
G4	AUS-AVL	AVL	AUS	2	342	2	342	0	0	0.0%	0.0%
G4	AVL-AUS	AVL	AUS	2	342	2	342	0	0	0.0%	0.0%
G4	AVL-BOS	AVL	BOS	3	558	3	498	0	60	0.0%	12.0%
G4	BOS-AVL	BOS	AVL	3	558	3	498	0	60	0.0%	12.0%
G4	AVL-BWI	AVL	BWI	2	372	2	372	0	0	0.0%	0.0%
G4	BWI-AVL	BWI	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-DEN	AVL	DEN	1	186	1	156	0	30	0.0%	19.2%
G4	DEN-AVL	DEN	AVL	1	186	1	156	0	30	0.0%	19.2%
G4	AVL-EWR	AVL	EWR	5	930	5	870	0	60	0.0%	6.9%
G4	EWR-AVL	EWR	AVL	5	930	5	870	0	60	0.0%	6.9%
G4	AVL-EYW	AVL	EYW	2	312	1	156	1	156	100.0%	100.0%
G4	EYW-AVL	EYW	AVL	2	312	1	156	1	156	100.0%	100.0%
G4	AVL-FLL	AVL	FLL	12	2,160	5	903	7	1,257	140.0%	139.2%
G4	FLL-AVL	FLL	AVL	12	2,160	5	903	7	1,257	140.0%	139.2%
G4	AVL-HOU	AVL	HOU	2	372	2	372	0	0	0.0%	0.0%
G4	HOU-AVL	HOU	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-LAS	AVL	LAS	2	342	2	342	0	0	0.0%	0.0%
G4	LAS-AVL	LAS	AVL	2	342	2	342	0	0	0.0%	0.0%
G4	AVL-MDW	AVL	MDW	2	372	2	342	0	30	0.0%	8.8%
G4	MDW-AVL	MDW	AVL	2	372	2	342	0	30	0.0%	8.8%
G4	AVL-MSP	AVL	MSP	2	372	2	342	0	30	0.0%	8.8%
G4	MSP-AVL	MSP	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-PBI	AVL	PBI	2	372	2	312	0	60	0.0%	19.2%
G4	PBI-AVL	PBI	AVL	2	372	2	342	0	30	0.0%	8.8%
G4	AVL-PGD	AVL	PGD	5	918	5	834	0	84	0.0%	10.1%
G4	PGD-AVL	PGD	AVL	5	918	5	834	0	84	0.0%	10.1%
G4	AVL-PHX	AVL	PHX	2	372	0	0	2	372	-	-
G4	PHX-AVL	PHX	AVL	2	372	0	0	2	372	-	-
G4	AVL-PIE	AVL	PIE	11	2,016	7	1,272	4	744	57.1%	58.5%
G4	PIE-AVL	PIE	AVL	11	2,016	7	1,272	4	744	57.1%	58.5%
G4	AVL-SFB	AVL	SFB	12	2,175	10	1,782	2	393	20.0%	22.1%
G4	SFB-AVL	SFB	AVL	12	2,175	10	1,782	2	393	20.0%	22.1%
G4	AVL-SRQ	AVL	SRQ	2	372	2	372	0	0	0.0%	0.0%
G4	SRQ-AVL	SRQ	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	2	372	2	372	0	0	0.0%	0.0%
SY	MSP-AVL	MSP	AVL	2	372	2	372	0	0	0.0%	0.0%
UA	AVL-DEN	AVL	DEN	7	490	0	0	7	490	-	-
UA	DEN-AVL	DEN	AVL	7	490	0	0	7	490	-	-
UA	AVL-EWR	AVL	EWR	7	370	7	490	0	(120)	0.0%	(24.5%)
UA	EWR-AVL	EWR	AVL	7	370	7	490	0	(120)	0.0%	(24.5%)
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	14	1,038	21	1,050	(7)	(12)	(33.3%)	(1.1%)
UA	ORD-AVL	ORD	AVL	14	1,038	21	1,050	(7)	(12)	(33.3%)	(1.1%)
Total			508	56,590	402	44,566	106	12,024	26.4%	27.0%	

Mkt AI	Travel Period		Dec 2023		Dec 2022		Diff YoY		Percent Diff YoY		
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	
AA	AUS-AVL	AUS	AVL	0	0	0	0	0	0	-	-
AA	AVL-AUS	AVL	AUS	0	0	0	0	0	0	-	-
AA	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
AA	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
AA	AVL-CLT	AVL	CLT	44	3,188	35	3,752	9	(564)	25.7%	(15.0%)
AA	CLT-AVL	CLT	AVL	44	3,188	35	3,752	9	(564)	25.7%	(15.0%)
AA	AVL-DCA	AVL	DCA	14	976	7	466	7	510	100.0%	109.4%
AA	DCA-AVL	DCA	AVL	14	976	7	466	7	510	100.0%	109.4%
AA	AVL-DFW	AVL	DFW	14	1,582	7	532	7	1,050	100.0%	197.4%
AA	DFW-AVL	DFW	AVL	14	1,582	7	532	7	1,050	100.0%	197.4%
AA	AVL-LGA	AVL	LGA	7	532	7	455	0	77	0.0%	16.9%
AA	LGA-AVL	LGA	AVL	7	532	7	455	0	77	0.0%	16.9%
AA	AVL-MIA	AVL	MIA	0	0	0	0	0	0	-	-
AA	MIA-AVL	MIA	AVL	0	0	0	0	0	0	-	-
AA	AVL-ORD	AVL	ORD	1	50	0	0	1	50	-	-
AA	ORD-AVL	ORD	AVL	1	50	0	0	1	50	-	-
AA	AVL-PHL	AVL	PHL	1	50	0	0	1	50	-	-
AA	PHL-AVL	PHL	AVL	1	50	0	0	1	50	-	-
B6	AVL-BOS	AVL	BOS	0	0	0	0	0	0	-	-
B6	BOS-AVL	BOS	AVL	0	0	0	0	0	0	-	-
DL	ATL-AVL	ATL	AVL	46	5,060	39	4,290	7	770	17.9%	17.9%
DL	AVL-ATL	AVL	ATL	46	5,060	39	4,290	7	770	17.9%	17.9%
DL	AVL-LGA	AVL	LGA	13	910	13	946	0	(36)	0.0%	(3.8%)
DL	LGA-AVL	LGA	AVL	13	910	13	946	0	(36)	0.0%	(3.8%)
DL	AVL-MSP	AVL	MSP	3	471	1	76	2	395	200.0%	519.7%
DL	MSP-AVL	MSP	AVL	3	471	1	76	2	395	200.0%	519.7%
G4	AUS-AVL	AVL	AUS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-AUS	AVL	AUS	2	312	2	372	0	(60)	0.0%	(16.1%)
G4	AVL-BOS	AVL	BOS	2	372	2	372	0	0	0.0%	0.0%
G4	BOS-AVL	BOS	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-BWI	AVL	BWI	2	372	2	372	0	0	0.0%	0.0%
G4	BWI-AVL	BWI	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-DEN	AVL	DEN	2	372	2	312	0	60	0.0%	19.2%
G4	DEN-AVL	DEN	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-EWR	AVL	EWR	2	372	2	312	0	60	0.0%	19.2%
G4	EWR-AVL	EWR	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-EYW	AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	11	2,019	6	1,098	5	921	83.3%	83.9%
G4	FLL-AVL	FLL	AVL	11	2,019	6	1,098	5	921	83.3%	83.9%
G4	AVL-HOU	AVL	HOU	0	0	2	312	(2)	(312)	(100.0%)	(100.0%)
G4	HOU-AVL	HOU	AVL	0	0	2	312	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-LAS	AVL	LAS	2	372	2	312	0	60	0.0%	19.2%
G4	LAS-AVL	LAS	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-MDW	AVL	MDW	2	372	2	312	0	60	0.0%	19.2%
G4	MDW-AVL	MDW	AVL	2	372	2	312	0	60	0.0%	19.2%
G4	AVL-MSP	AVL	MSP	0	0	2	312	(2)	(312)	(100.0%)	(100.0%)
G4	MSP-AVL	MSP	AVL	0	0	2	312	(2)	(312)	(100.0%)	(100.0%)
G4	AVL-PBI	AVL	PBI	2	372	2	372	0	0	0.0%	0.0%
G4	PBI-AVL	PBI	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-PGD	AVL	PGD	3	558	3	498	0	60	0.0%	12.0%
G4	PGD-AVL	PGD	AVL	3	558	3	498	0	60	0.0%	12.0%
G4	AVL-PHX	AVL	PHX	2	372	0	0	2	372	-	-
G4	PHX-AVL	PHX	AVL	2	372	0	0	2	372	-	-
G4	AVL-PIE	AVL	PIE	8	1,488	6	1,086	2	402	33.3%	37.0%
G4	PIE-AVL	PIE	AVL	8	1,488	6	1,086	2	402	33.3%	37.0%
G4	AVL-SFB	AVL	SFB	10	1,860	10	1,860	0	0	0.0%	0.0%
G4	SFB-AVL	SFB	AVL	10	1,860	10	1,860	0	0	0.0%	0.0%
G4	AVL-SRQ	AVL	SRQ	2	372	2	372	0	0	0.0%	0.0%
G4	SRQ-AVL	SRQ	AVL	2	372	2	372	0	0	0.0%	0.0%
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	2	372	2	372	0	0	0.0%	0.0%
SY	MSP-AVL	MSP	AVL	2	372	2	372	0	0	0.0%	0.0%
UA	AVL-DEN	MSP	AVL	7	490	0	0	7	490	-	-
UA	DEN-AVL	MSP	AVL	7	490	0	0	7	490	-	-
UA	AVL-EWR	AVL	EWR	7	526	7	490	0	36	0.0%	7.3%
UA	EWR-AVL	EWR	AVL	7	526	7	490	0	36	0.0%	7.3%
UA	AVL-IAD	AVL	IAD	0	0	0	0	0	0	-	-
UA	IAD-AVL	IAD	AVL	0	0	0	0	0	0	-	-
UA	AVL-ORD	AVL	ORD	14	1,064	14	840	0	224	0.0%	26.7%
UA	ORD-AVL	ORD	AVL	14	1,064	14	840	0	224	0.0%	26.7%
Total			454	50,336	362	41,610	92	8,726	25.4%	21.0%	





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: September 8, 2023

ITEM DESCRIPTION – Information Section Item B

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

SUMMARY

Operating Revenues for the month of July were \$2,827,482, 13.4% over budget. Operating Expenses for the month were \$1,103,108, 33.4% under budget. As a result, Net Operating Revenues before Depreciation were \$1,724,374. Net Non-Operating Revenues were \$862,753.

REVENUES

Significant variations to budget for July were:

Term space rentals – airlines	\$28,480	7.18%	Enplanements over budget
Landing fees	\$33,189	11.52%	Landings over budget
Concessions	\$57,208	71.20%	Advertising and food sales over budget
Auto parking	\$75,538	7.55%	Parking higher than anticipated
Rental car- car rentals	\$55,639	12.48%	Car rentals over budget
Ground transportation	\$43,469	164.03%	TURO and TNC fees
Other leases and fees	\$26,767	105.04%	Runway 5k registrations

Information Section – Item B



EXPENSES

Significant variations to budget for July were:

Professional services	\$12,584	26.18%	Insurance consulting fees
Other contractual services	(\$97,401)	(49.96%)	No parking mgmt. invoicing
Travel & training	(\$21,577)	(95.98%)	Timing of travel expenses
Utility services	(\$54,875)	(132.88%)	RAC reimbursement of water costs
Promotional activities	(\$17,585)	(62.51%)	Promotional costs less than anticipated
Operating supplies	(\$37,784)	(69.02%)	Minimal supply purchases
Repairs & maintenance	(\$16,897)	(95.11%)	Minimal repairs during month

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$6.7M mostly due to payment of accounts payable, 2016 bond payment and capital projects.

Grants Receivable – Grants Receivable increased by \$660K due to TSA grant invoicing.

Construction in Progress – Construction in Progress decreased by \$13.0M mostly due to the capitalization of projects.

Property and Equipment, Net – Property and Equipment, Net increased by \$11.7M due to capitalization of assets less deduction for depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of July 31, 2023**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	1.60%	\$ 16,614,066	32,646
NC Capital Management Trust - Cash Portfolio		21,322,761	91,117
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue Account	1.60%	16,311,421	28,723
BNY Mellon		141,938	
NC Capital Mgt Trust - 2022A Construction		158,944,420	677,798
NC Capital Mgt Trust - 2022A Parity Reserve		13,504,694	58,767
NC Capital Mgt Trust - 2022A Capitalized Interest		19,763,671	86,146
NC Capital Mgt Trust - 2023 Construction		158,640,484	677,895
NC Capital Mgt Trust - 2023 Capitalized Interest		18,699,364	79,907
 Total		<u><u>\$ 423,943,019</u></u>	<u><u>\$ 1,732,999</u></u>

Investment Diversification:

Banks	8%
NC Capital Management Trust	92%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u><u>100%</u></u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended July 31, 2023**

	Current Month	June Final	*June Preliminary
Cash and Investments Beginning of Period	\$ 430,704,557	\$ 427,541,789	\$ 427,541,789
Net Income/(Loss) Before Capital Contributor	1,899,424	746,196	4,560,494
Depreciation	687,704	3,238,896	455,777
Decrease/(Increase) in Receivables	(690,236)	5,532,166	6,197,473
Increase/(Decrease) in Payables	(6,769,152)	4,184,775	1,722,955
Decrease/(Increase) in Prepaid Expenses	148,128	(81,285)	(81,285)
Decrease/(Increase) in Fixed Assets	(627,406)	(11,971,640)	(10,439,196)
Decrease/(Increase) in Noncurrent Assets		1,201,270	
Increase/(Decrease) in Noncurrent liabilities		(1,094,068)	
Principal Payments of Bond Maturities	(1,410,000)		-
Capital Contributions	-	1,406,454	746,464
Addition of 2023 Revenue Bond Payable	-		-
Prior period adjustment - Forfeiture Funds	-	4	86
Increase(Decrease) in Cash	(6,761,538)	3,162,768	3,162,768
Cash and Investments End of Period	\$ 423,943,019	\$ 430,704,557	\$ 430,704,557

** Preliminary amounts used for June 2023 Board reports before adjusting entries, accruals, etc. for final statements*

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of July 31, 2023**

	<u>Current Month</u>	<u>Last Month</u>
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$37,937,027	\$40,448,385
Accounts Receivable	1,791,988	1,139,097
Passenger Facility Charges Receivable	450,000	450,000
Refundable Sales Tax Receivable	454,843	412,181
Grants Receivable	1,669,460	1,009,470
Prepaid Expenses	8,124,057	8,272,185
GASB 87 Short-term Lease Receivable	1,762,290	1,762,290
Total Unrestricted Assets	<u>52,189,665</u>	<u>53,493,608</u>
Restricted Assets:		
Cash and Cash Equivalents	386,005,993	390,256,173
Total Restricted Assets	<u>386,005,993</u>	<u>390,256,173</u>
Total Current Assets	<u>438,195,658</u>	<u>443,749,781</u>
Noncurrent Assets:		
Construction in Progress	64,446,304	77,459,342
Net Pension Asset - LGERS	(2,625,838)	(689,136)
Benefit Payment - OPEB	526,250	477,829
Contributions in Current Year	2,088,580	1,401,569
GASB 87 Long-term Lease Receivable	14,624,992	14,624,992
Property and Equipment - Net	180,146,824	168,444,758
Total Noncurrent Assets	<u>259,207,112</u>	<u>261,719,354</u>
	<u>\$697,402,770</u>	<u>\$705,469,135</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$256,733	\$3,307,519
Customer Deposits	88,018	88,018
Unearned Revenue	504,095	490,212
Construction Contract Retainages	2,046,190	715,740
Revenue Bond Payable - Current	1,410,000	1,375,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	2,732,210	5,368,089
Total Payable from Unrestricted Assets	<u>9,294,853</u>	<u>13,602,185</u>
Total Current Liabilities	<u>9,294,853</u>	<u>13,602,185</u>
Noncurrent Liabilities:		
Pension Deferrals - OPEB	247,467	208,860
Other Postemployment Benefits	1,435,875	2,616,865
Compensated Absences	721,851	721,851
Net Pension Obligation-LEO Special Separation Allowance	703,270	654,955
GASB 87 Long-term Deferred Revenue	13,753,750	13,753,750
Revenue Bond Payable - 2016 - Noncurrent	10,860,000	12,270,000
Revenue Bond Payable - 2022A - Noncurrent	196,541,352	196,541,352
Revenue Bond Payable - 2023 - Noncurrent	188,346,050	188,346,050
Total Noncurrent Liabilities	<u>412,609,615</u>	<u>415,113,683</u>
Total Liabilities	<u>421,904,468</u>	<u>428,715,868</u>
Net Assets:		
Invested in Capital Assets	232,323,128	232,259,100
Restricted	386,005,993	390,256,173
Unrestricted	(342,830,819)	(345,762,006)
Total Net Assets	<u>275,498,302</u>	<u>276,753,267</u>
	<u>\$697,402,770</u>	<u>\$705,469,135</u>



Income Statement

Through 07/31/23

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,018.89	25,018.89	25,117.33	(98.44)	301,408.00	276,389.11
Terminal space rentals - airline	424,922.17	424,922.17	396,442.20	28,479.97	3,964,422.00	3,539,499.83
Landing fees	321,178.38	321,178.38	287,988.90	33,189.48	2,879,889.00	2,558,710.62
Concessions	137,558.01	137,558.01	80,350.00	57,208.01	803,500.00	665,941.99
Auto parking	1,075,538.36	1,075,538.36	1,000,000.00	75,538.36	10,000,000.00	8,924,461.64
Rental car - car rentals	501,436.25	501,436.25	445,797.00	55,639.25	4,457,970.00	3,956,533.75
Rental car - facility rent	63,530.75	63,530.75	63,786.83	(256.08)	765,442.00	701,911.25
Commerce ground transportation	69,969.25	69,969.25	26,500.00	43,469.25	265,000.00	195,030.75
FBOs	121,872.39	121,872.39	110,888.58	10,983.81	1,330,663.00	1,208,790.61
Building leases	4,306.15	4,306.15	4,306.17	(.02)	51,674.00	47,367.85
Land leases	29,901.10	29,901.10	26,270.92	3,630.18	315,251.00	285,349.90
Other leases and fees	52,250.12	52,250.12	25,483.33	26,766.79	305,800.00	253,549.88
<i>Operating revenues Totals</i>	<u>\$2,827,481.82</u>	<u>\$2,827,481.82</u>	<u>\$2,492,931.27</u>	<u>334,550.55</u>	<u>\$25,441,019.00</u>	<u>\$22,613,537.18</u>
<i>Non-operating revenue and expense</i>						
Customer facility charges	273,054.00	273,054.00	220,000.00	53,054.00	2,200,000.00	1,926,946.00
Passenger facility charges	456,084.94	456,084.94	380,000.00	76,084.94	3,800,000.00	3,343,915.06
Interest revenue	1,732,999.09	1,732,999.09	1,000,000.00	732,999.09	12,000,000.00	10,267,000.91
Interest expense	(1,599,484.63)	(1,599,484.63)	(1,593,323.67)	(6,160.96)	(19,119,884.00)	(17,520,399.37)
Miscellaneous	100.00	100.00	.00	100.00	.00	(100.00)
<i>Non-operating revenue and expense Totals</i>	<u>\$862,753.40</u>	<u>\$862,753.40</u>	<u>\$6,676.33</u>	<u>856,077.07</u>	<u>(\$1,119,884.00)</u>	<u>(\$1,982,637.40)</u>
Capital contributions	.00	.00	.00	.00	.00	.00



Income Statement

Through 07/31/23

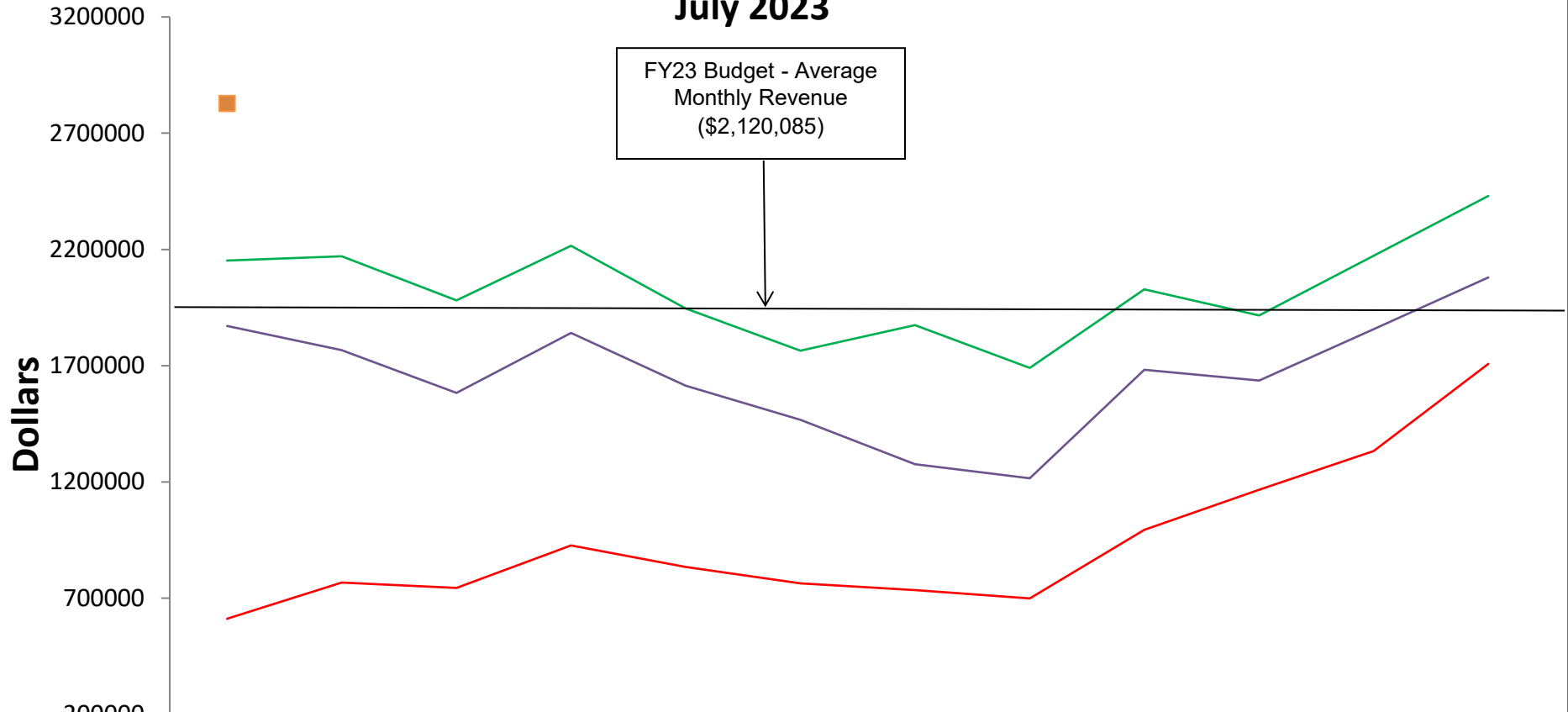
Summary Listing

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	563,844.59	563,844.59	831,731.13	(267,886.54)	10,801,703.00	10,237,858.41
Professional services	60,642.26	60,642.26	48,058.33	12,583.93	576,700.00	516,057.74
Other contractual services	97,540.59	97,540.59	194,942.08	(97,401.49)	2,339,305.00	2,241,764.41
Travel and training	904.22	904.22	22,481.67	(21,577.45)	269,780.00	268,875.78
Communiations	2,604.95	2,604.95	4,808.33	(2,203.38)	57,700.00	55,095.05
Utility services	(13,577.64)	(13,577.64)	41,297.08	(54,874.72)	495,565.00	509,142.64
Rentals and leases	.00	.00	1,709.17	(1,709.17)	20,510.00	20,510.00
Insurance	349,620.01	349,620.01	350,774.16	(1,154.15)	398,607.00	48,986.99
Advertising, printing and binding	.00	.00	829.17	(829.17)	9,950.00	9,950.00
Promotional activities	10,547.88	10,547.88	28,133.33	(17,585.45)	337,600.00	327,052.12
Other current charges and obligations	5,467.00	5,467.00	8,877.08	(3,410.08)	106,525.00	101,058.00
Operating supplies	16,956.78	16,956.78	54,740.83	(37,784.05)	656,890.00	639,933.22
Publications, subscriptions, memberships, etc.	7,575.00	7,575.00	6,340.00	1,235.00	76,080.00	68,505.00
Repairs and maintenance	869.45	869.45	17,766.67	(16,897.22)	213,200.00	212,330.55
Small equipment	112.67	112.67	7,625.00	(7,512.33)	91,500.00	91,387.33
Contingency	.00	.00	8,333.33	(8,333.33)	100,000.00	100,000.00
Emergency repairs	.00	.00	4,166.67	(4,166.67)	50,000.00	50,000.00
Business development	.00	.00	25,000.00	(25,000.00)	300,000.00	300,000.00
<i>Operating expenses Totals</i>	<u>\$1,103,107.76</u>	<u>\$1,103,107.76</u>	<u>\$1,657,614.04</u>	<u>(554,506.28)</u>	<u>\$16,901,615.00</u>	<u>\$15,798,507.24</u>
<i>Depreciation</i>						
Depreciation	687,703.58	687,703.58	.00	687,703.58	.00	(687,703.58)
<i>Depreciation Totals</i>	<u>\$687,703.58</u>	<u>\$687,703.58</u>	<u>\$0.00</u>	<u>687,703.58</u>	<u>\$0.00</u>	<u>(\$687,703.58)</u>
Grand Totals						
REVENUE TOTALS	3,690,235.22	3,690,235.22	2,499,607.60	1,190,627.62	24,321,135.00	20,630,899.78
EXPENSE TOTALS	1,790,811.34	1,790,811.34	1,657,614.04	133,197.30	16,901,615.00	15,110,803.66
Grand Total Net Gain (Loss)	<u>\$1,899,423.88</u>	<u>\$1,899,423.88</u>	<u>\$841,993.56</u>	<u>\$1,057,430.32</u>	<u>\$7,419,520.00</u>	<u>(\$5,520,096.12)</u>

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

July 2023

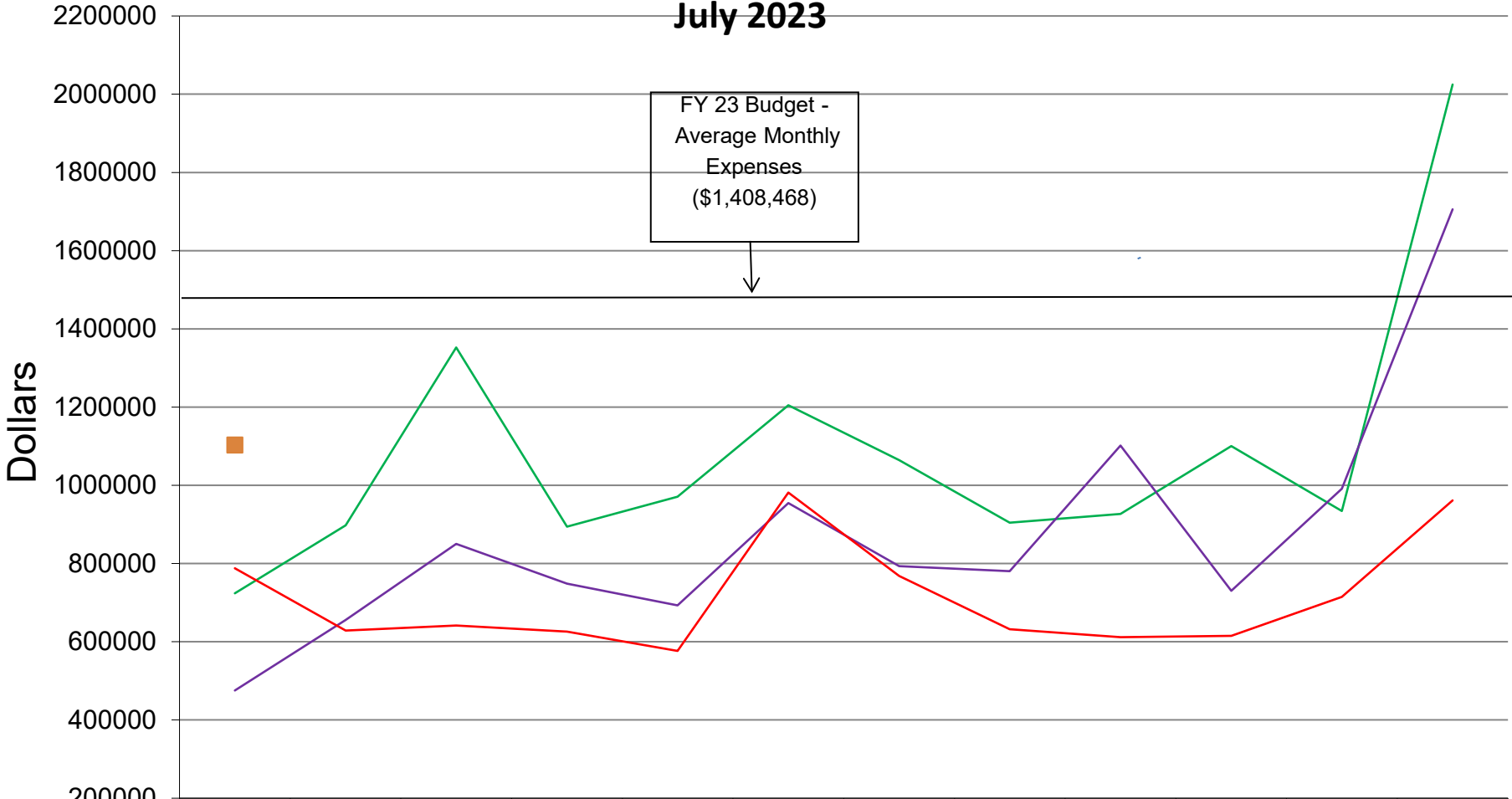


FY23 Budget - Average
Monthly Revenue
(\$2,120,085)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
— 2024	2827482											
— 2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
— 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

ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month

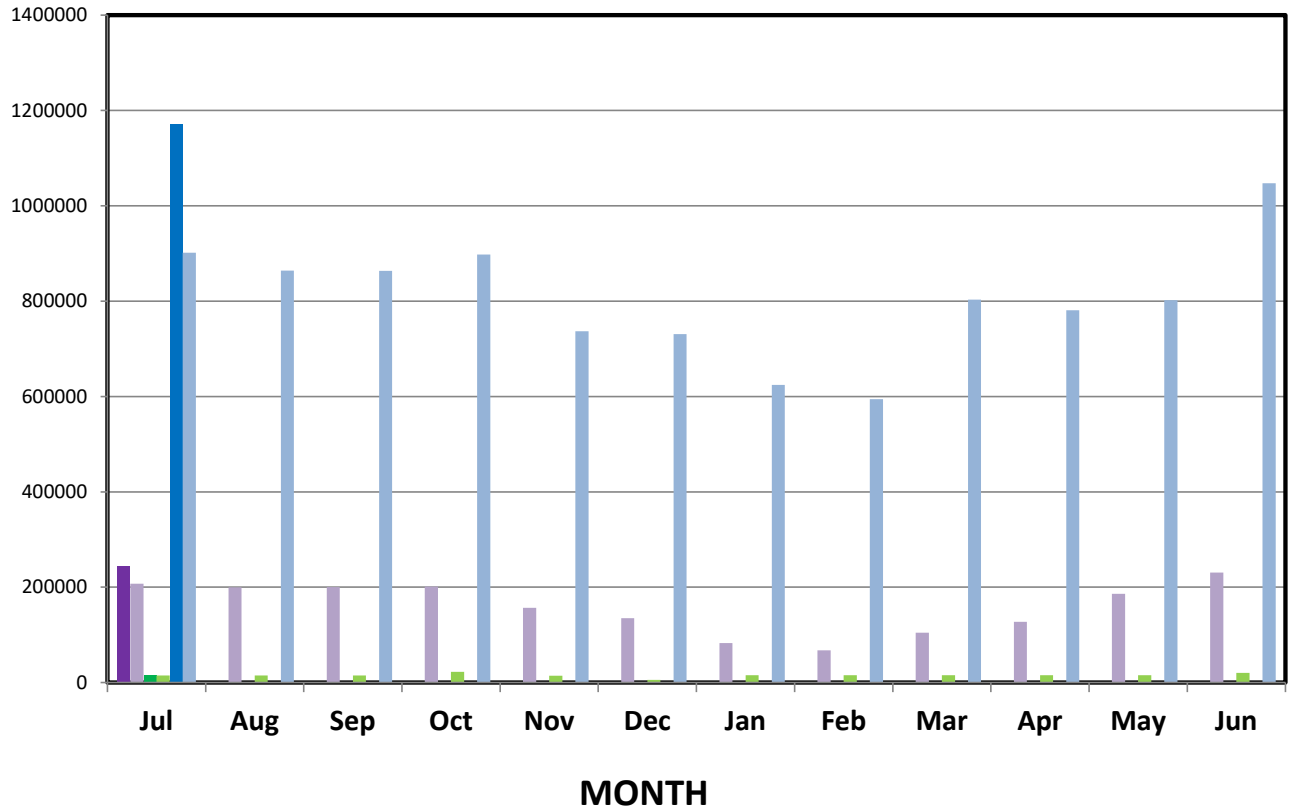
July 2023



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	1103108											
2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
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

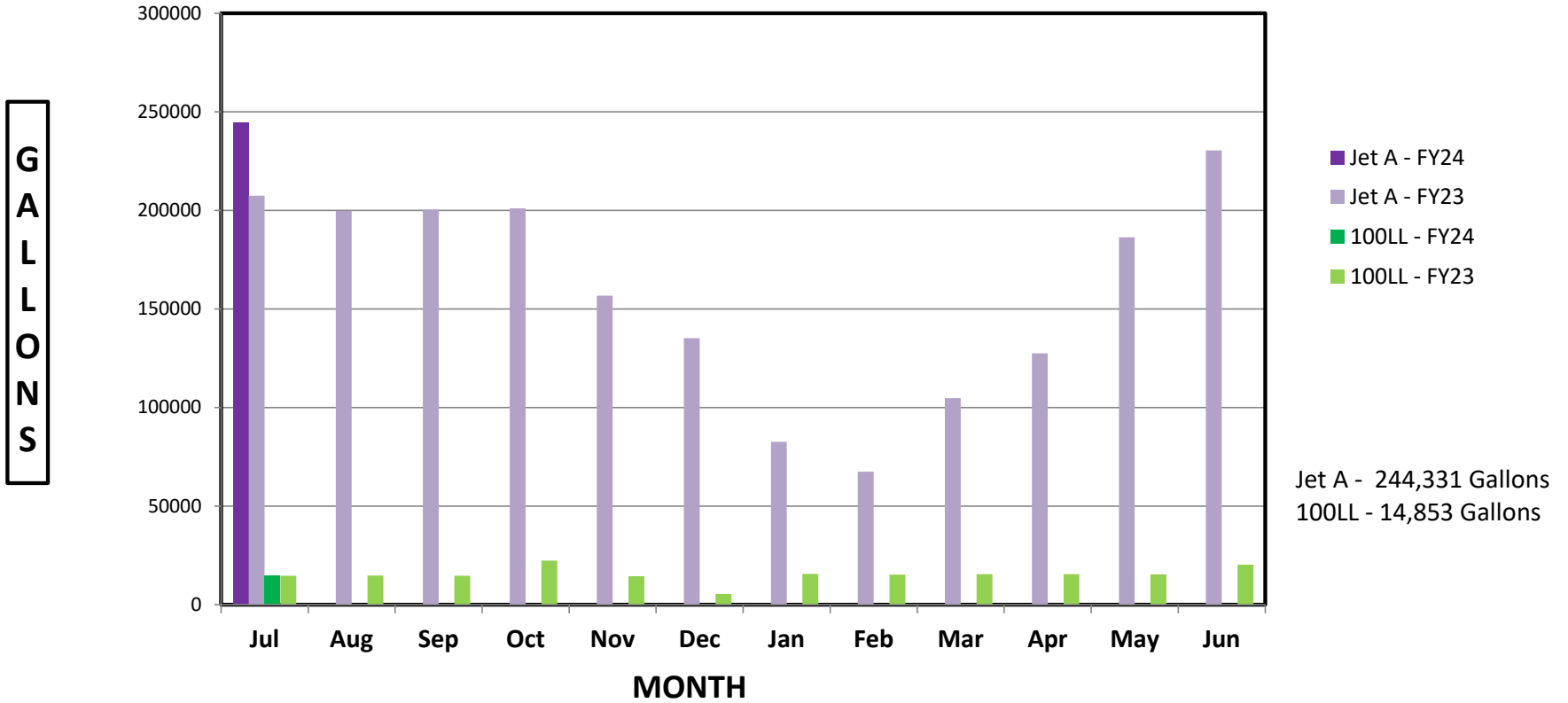
**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
July 2023**

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Jet A - 244,331 Gallons
100LL - 14,853 Gallons
Airline - 1,171,540 Gallons

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



Greater Asheville Regional Airport Authority
Construction Project Report - September 2023

Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 09/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 09/01/2023)	Start Date	End Date	Current Project Status (as of 09/01/2023)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,843,633	60.4%	\$20,141,760	71.9%	\$14,482,983	Nov-19	Apr-27	CA services continues.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,279,968.00	N/A	N/A	\$0	0.0%	\$1,279,968	5.6%	\$71,380	Jul-23	Dec-27	Project management continues.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$661,133	15.9%	\$4,819,056	82.6%	\$3,980,874	Mar-21	Dec-24	Project management in process.
4	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0	0.0%	\$989,004	63.3%	\$625,820	Jul-21	Dec-23	Working Paper #3 CHA finalizing. Third PAC meeting completed.
5	South Parking Lot	Enabling Pre-Construction work including design, tree removal and clearing.	AVCON	\$374,976.00	N/A	N/A	\$0	0.0%	\$374,976	76.8%	\$287,836	Jan-23	Nov-23	401/404 permit application submitted. Project management in process.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 09/01/2023)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 09/01/2023)	Start Date	End Date	Current Project Status (as of 09/01/2023)
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	9.3%	\$32,242,955	Jan-22	Apr-27	CEP progressing with utility installations. North concourse demolition started August 14. New tug lane open for airlines. New CBIS bag line is under construction.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052.00	\$0	0.00%	\$46,561,255.00	7.4%	\$3,282,098	Dec-22	Dec-24	ATCT pier foundations progressing. Civil work continues.
3	South Parking Lot	Enabling Pre-Construction work including tree removal, clearing, and mulch.	AVCON	Construction Cost	Multiple Companies	\$200,000.00	\$0	0.00%	\$200,000.00	6.3%	\$12,633	Jan-23	Nov-23	Site cleanup in North area complete. Will be removed next report.
4	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839.20	\$0	0.00%	\$10,827,723.20	14.8%	\$1,240,814	Jun-23	Nov-23	Earthwork fill nearly complete. Stone base for pavement began 8/15. Stormwater pipe and conduit progressing.

*(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