



REVISED AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, February 3, 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. Samuel Sales – 10 Years
- IV. PRESENTATIONS:
 - A. AVL Forward PR Plan – Tina Kinsey ([document](#))
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority December 9, 2022 Regular Meeting Minutes ([document](#))
 - B. Approval of Updates to Peer-to-Peer Vehicle Sharing Business Regulation Policy ([document](#))
 - C. Approval of Updates to Music in the Airport Policy ([document](#))
 - D. Approval of an Agreement Amendment between The Paradies Shops, LLC. and the Greater Asheville Regional Airport Authority ([document](#))



- E. Approval of the Greater Asheville Regional Airport Authority December 9, 2022 Closed Session Minutes
- VII. OLD BUSINESS: None
- VIII. NEW BUSINESS:
- A. Approval to Unseal Closed Session Minutes ([document](#))
 - B. Ratification of Settlement Agreement without Prejudice between Greater Asheville Regional Airport Authority and Turo, Inc. ([document](#))
 - C. Approval to Purchase 3 Shuttle Buses for Parking Operations ([document](#))
 - D. Approval of Work Authorization No. 2R(C) with Parrish and Partners of North Carolina, PLLC for South Terminal Apron Expansion Project Engineering Services ([document](#))
 - E. Approval of Budget for Enabling Pre-construction Work for South Parking Lot ([document](#))
- IX. PRESIDENT'S REPORT:
- A. Alternative Location for Board Meetings
 - B. Economic Impact
- X. INFORMATION SECTION:
(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)
- A. December 2022 Traffic Report ([document](#))
 - B. December 2022 Monthly Financial Report ([document](#))
 - C. February 2023 Development/Project Status Report ([document](#))
 - D. Potential Board Items for the Next Regular Meeting:
 - Presentation of FY23/24 Budget



- XI. PUBLIC AND TENANTS' COMMENTS
- XII. CALL FOR NEXT MEETING: March 10, 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.

AVL FORWARD

Public Relations Campaign for AVL's Terminal Project





Goals –

- Build excitement + pride about new airport terminal
- Support positive customer experiences in construction zones
- Maintain up-to-date + transparent public information

Campaign components

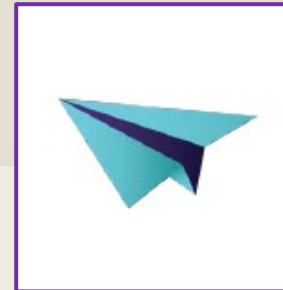
Content/message
creation



Internal Comms
Plan



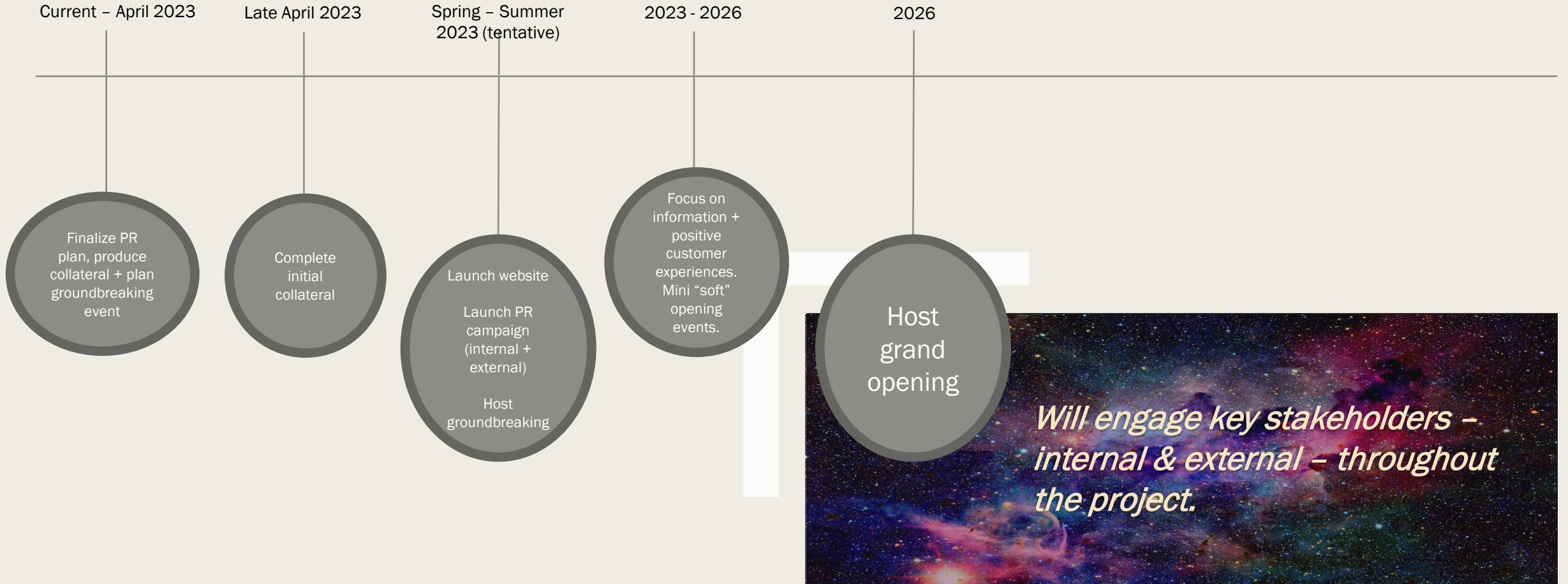
External Comms
Plan



Review, refresh &
celebrate



General timeline



AVL FORWARD

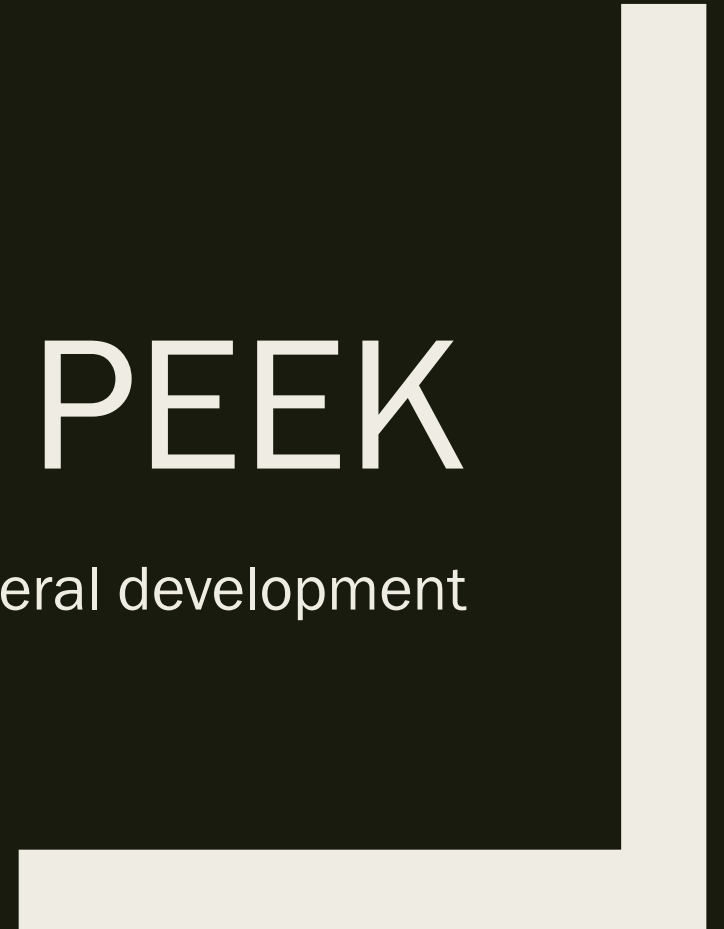


Campaign Theme:
“Space” inspired

- The Future
- More Space
- Exploring

A SNEAK PEEK

Collateral development



KEY WORDS

Here are a few words/phrases to consider as inspiration when crafting an AVL Forward message.

MORE SPACE	BLAST-OFF
FUTURE	EXPEDITION
OVER-THE-MOON	OUT-OF-THIS-WOR
NEW HORIZONS	ECLIPSE
STELLAR	ASTRONOMICAL
MOON DUST	MILKY WAY
MISSION	SHOOTING FOR TH
EXPLORE	ABOVE AND BEYO
TAKE-OFF	INFINITY

ICONS



BRAND COLORS

We have a fun, exciting color palette to emphasize the unique nature of this campaign. Stick to using these brand colors as shown. Tints or variations of these colors should only be used in minimal gradients. Gradients should be used sparingly. This will keep the collateral consistent and recognizable.



LOGO

This logo is cleared for take-off. So make sure there isn't anything in the way. In most instances, the clear space around the logo should be approximately the height of the letter "A" in AVL. When written in a sentence, it should appear as: AVL Forward.



STYLE GUIDE

COLOR PALETTE/COMBINATIONS

As a general rule of thumb, two or more of the brighter colors should be used in combination with one or more of the darker colors. This keeps the brand bright and fun. Incorporate patterns as needed.



BEHIND THIS WALL...

THE FUTURE AVL

When you will be transported to a stellar atmosphere where lattes flow like the Milky Way, space abounds and waiting is a pleasure.

LEARN MORE
flyAVL.com



AVLFORWARD

Samples of collateral – LCD image

COMING SOON!

A NEW AVL THAT IS
OUT-OF-THIS-WORLD!

STELLAR AMENITIES • MORE SPACE

LEARN MORE

flyAVL.com



AVLFORWARD

Samples of collateral – framed signs/posters/digital signs



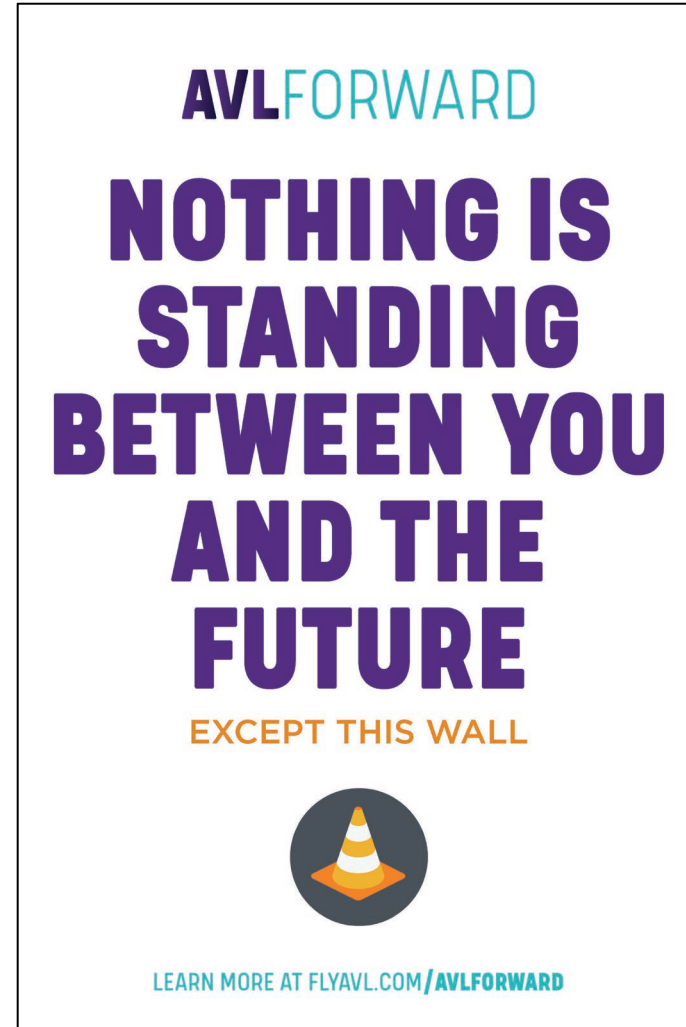
**THAT'S NOT AN
ASTEROID
YOU HEAR!**



**BUT WE ARE BUILDING
THE FUTURE BEHIND
THESE WALLS AND
IT'S ASTRONOMICAL.**

PLEASE EXCUSE THE MOON DUST


LEARN MORE AT [FLYAVL.COM/AVLFORWARD](https://flyavl.com/avlforward)



AVLFORWARD

**NOTHING IS
STANDING
BETWEEN YOU
AND THE
FUTURE**

EXCEPT THIS WALL



LEARN MORE AT [FLYAVL.COM/AVLFORWARD](https://flyavl.com/avlforward)

Samples of collateral – Window Seat e-newsletter header



Samples of collateral – Animated art card for digital collateral



WEBSITE

AVL FORWARD

WHAT DOES THE FUTURE HOLD?

AVL Forward has launched, with a trajectory to create a completely new airport terminal. Our promise: a modern gateway for our region, with a focus on SPACE for you. This new, exciting frontier will be rooted in timeless natural beauty - a reflection of us, our mountains, our adventurous spirit, our welcoming nature. The new Asheville Regional Airport. It's happening.

COME EXPLORE



Meet The New Terminal

Lorem ipsum dolor sit amet, consectetur adipiscing elit. Pellentesque volutpat tortor tempor tincidunt pellentesque. Sed a nisl a diam porttitor dignissim.

Lorem Ipsum

Fusce lobortis porttitor metus, ut dapibus orci volutpat sit amet. Suspendisse ▶

Lorem Ipsum

Fusce lobortis porttitor metus, ut dapibus orci volutpat sit amet. ▶

Lorem Ipsum

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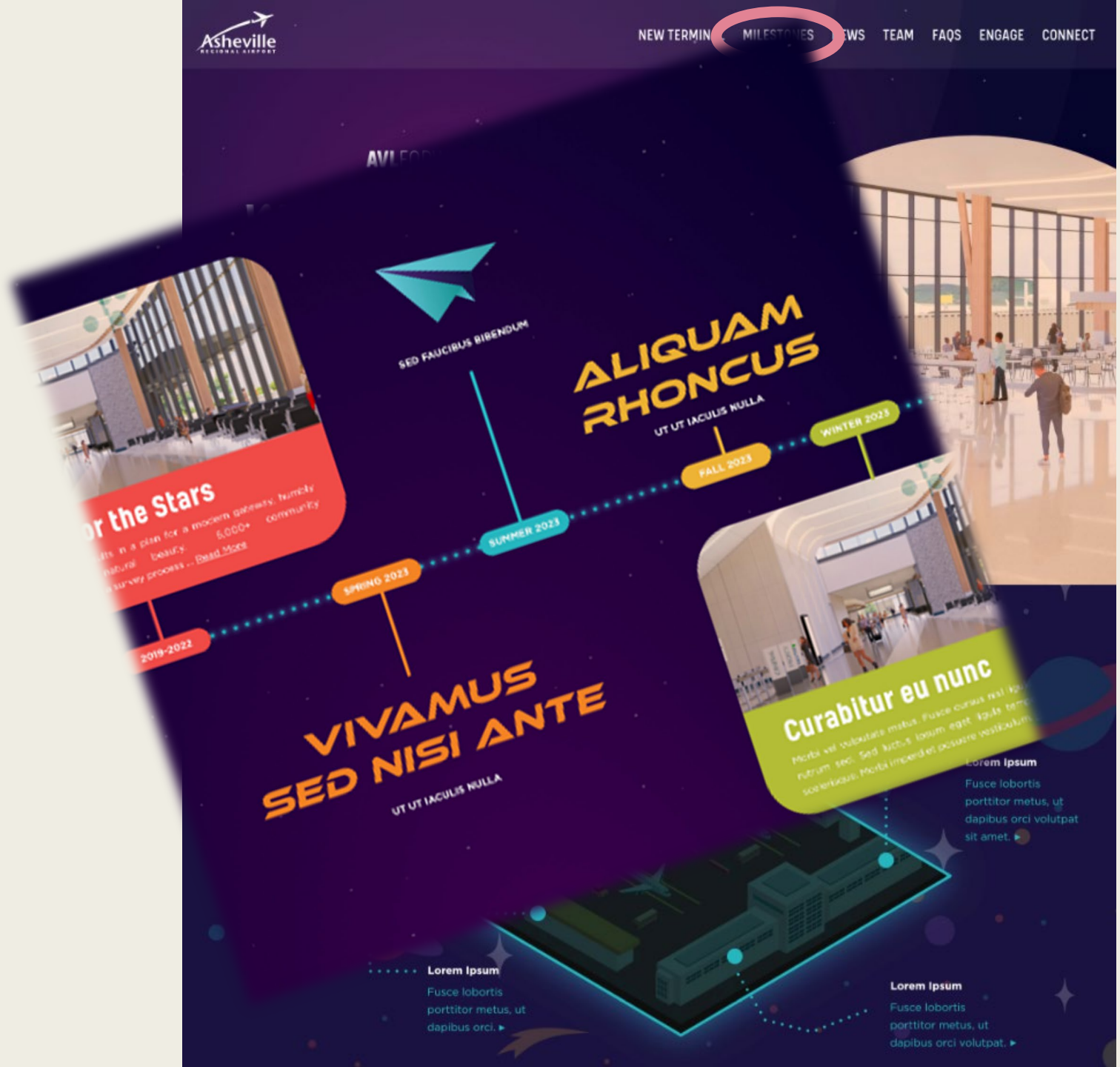
Lorem Ipsum

Fusce lobortis porttitor metus, ut dapibus orci volutpat. ▶



WEBSITE

- Timeline of milestones



LATEST NEWS



Suspendisse vel faucibus

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Nulla pretium ante sit amet

Sed nunc ex, molestie non placeat ac, condimentum sit amet magna. [Read More](#)

GROUND BREAKING ON WEST SIDE

Watch your step!



Vitae rutrum purus arcu

Duis magna magna, mattis vitae nunc ac, sed lectudin feugiat tortor. In dapibus fermentum ul amcorper. Suspendisse

Why build a new terminal?

What is the construction timeline?

Why are all flights ground boarding now? Will boarding bridges come back?

What are some of the coolest things to look forward to?

Will more airlines and routes come to AVL when the project is complete?

How is this major project funded?

Is more parking being added?

What is the passenger experience like right now in the airport?

One word: growth.

The airport has seen remarkable growth for the past seven years and has been one of the fastest-growing airports in the country for most of those years. AVL is the gateway to and from western North Carolina, a place more and more people call home or want to visit. We are literally bursting at the seams. It's time for more space, for now and for the future.



Become a Space Explorer

Lorem Ipsum dolor sit amet, consectetur adipiscing elit. Pellentesque volutpat tortor tempor tincidunt pellentesque. Sed a nisl a diam porttitor dignissim.



ENTER YOUR EMAIL ADDRESS

SIGN UP

ipsum
abortis
metus, ut
orci volutpat
Suspendisse ▶

Lorem Ipsum

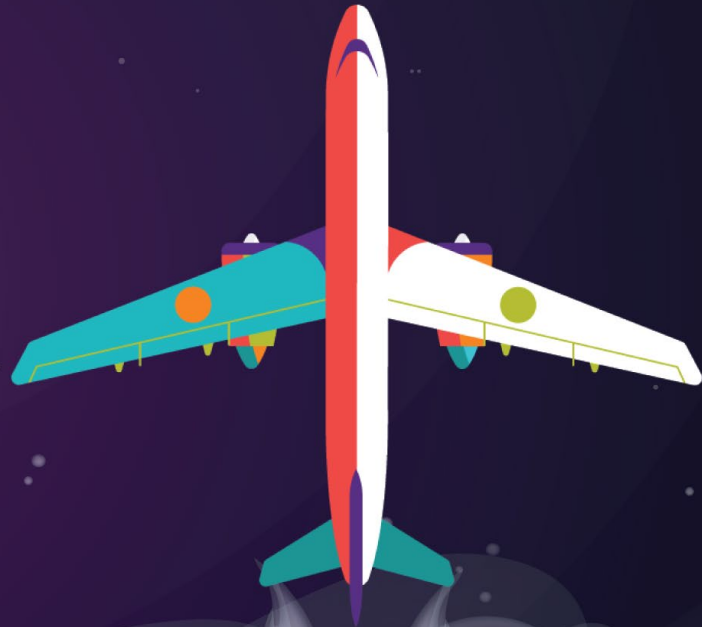
Fusce lobortis porttitor metus, ut dapibus orci volutpat sit amet. ▶

Lorem Ipsum

Fusce lobortis porttitor metus, ut dapibus orci volutpat. ▶

porttitor metus, ut
dapibus orci. ▶

AVL FORWARD



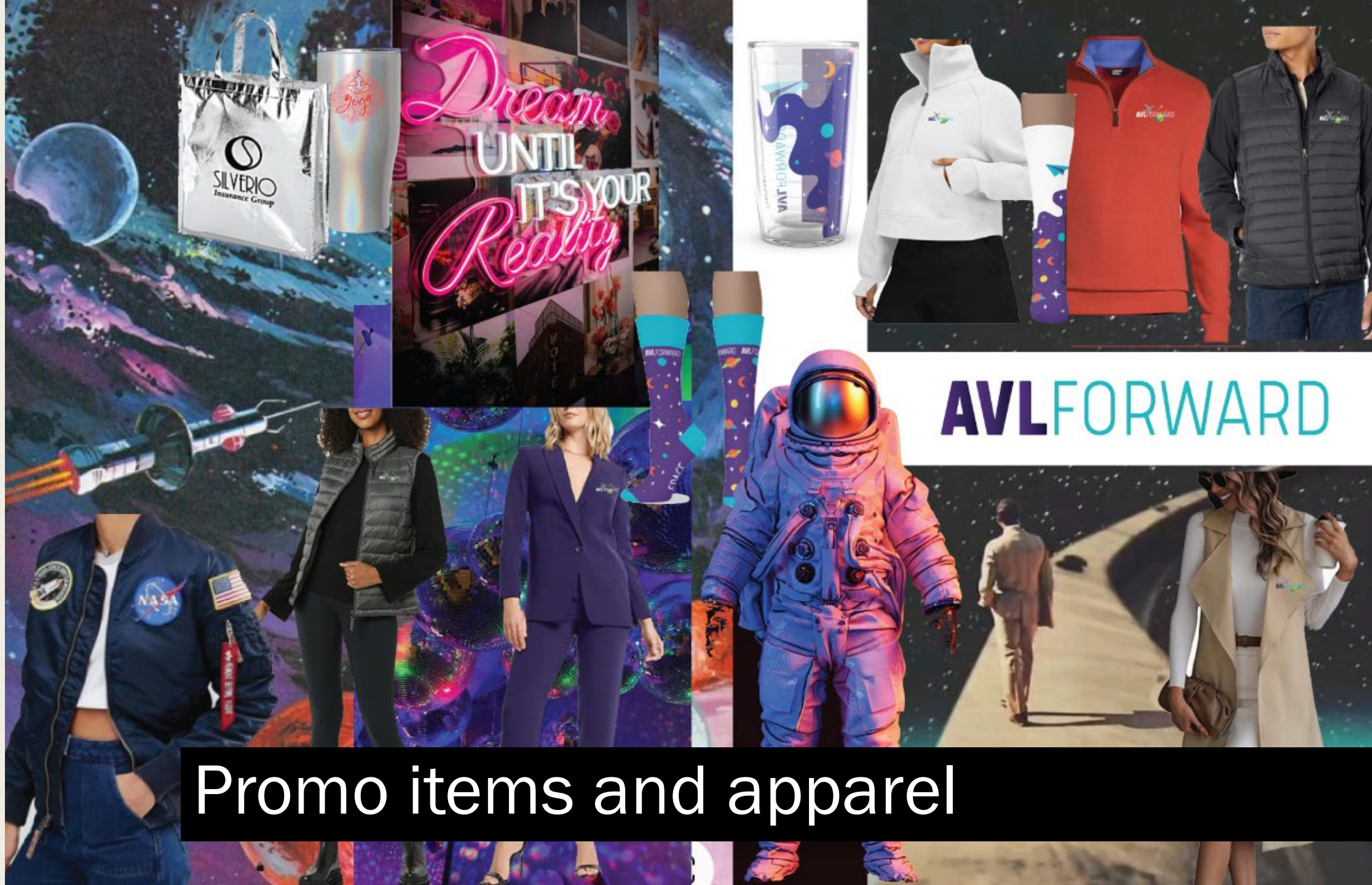
Other components in development

- Community presentation materials
- Light pole banners
- Building billboard banners
- Photo station
- Advertising campaign

OUR MASCOT:
MEET THE AVL



SPACE
EXPLORER



AVL FORWARD

Promo items and apparel

AVL FORWARD

“Save the date” for groundbreaking will be shared soon.



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

AIRPORT ACTIVITY

	<u>Month</u>	<u>Variance to Prior Year</u>	<u>Calendar Year to Date</u>	<u>Variance to Prior Year</u>
Passenger Enplanements	79,124	25.0%	922,816	28.9%
Aircraft Operations				
* Commercial	2,002	6.4%	26,874	0.7%
Scheduled Flights	857	11.3%		
Flight Cancellations	18			
Seats	97,977	23.5%	1,113,404	12.3%
Load Factor	80.8%	1.2%	82.9%	14.7%
General Aviation	2,609	(21.9%)	47,017	5.3%
Military	324	(35.8%)	5,140	16.8%

* Current year commercial operations include charter flight data

FINANCIAL RESULTS

	<u>Month</u>	<u>Variance to Budget</u>	<u>Fiscal Year to Date</u>	<u>Variance to Budget</u>
Operating Revenues	\$ 1,764,811	4.3%	\$ 12,230,214	20.5%
Operating Expenses	1,204,679	(2.8%)	6,043,259	(17.9%)
Net Operating Revenues before Depreciation	<u>\$ 560,132</u>		<u>\$ 6,186,955</u>	
Net Non-Operating Revenues	<u>\$ 2,253,663</u> *		<u>\$ 4,153,529</u>	

* Includes ARPA funding of \$2,069,344. Also includes Series 2022A Bond Interest Expense \$983,723 to be paid from the Bond Capitalized Interest account semi-annually

Grants:				
FAA AIP Grants	\$ 3,283,805		\$ 10,834,784	
NC Dept of Transportation Grants	-		-	
Total	<u>\$ 3,283,805</u>		<u>\$ 10,834,784</u>	

CASH

Restricted - PFC Revenue Account	\$ 14,915,710
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 850,558
Restricted - Bond Series 2022A	\$ 197,573,661
Designated for O&M Reserve	6,970,340
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	27,732,443
Total	<u>\$ 248,692,712</u>

RECEIVABLES PAST DUE

	<u>Total</u>	<u>1-30 Days</u>	<u>31-60 Days</u>	<u>Over 60 Days</u>
Advertising Customers	15,232	6,160	3,150	5,922
American	753	753	-	-
Avis	243	150	93	-
Enterprise	300	300	-	-
FAA	50,328	16,727	16,727	16,874
TSA	13,780	10,965	1,155	1,660
Miscellaneous	2,583	180	2,288	115
Total	<u>\$ 83,219</u>	<u>\$ 35,235</u>	<u>\$ 23,413</u>	<u>\$ 24,571</u>
% of Total Receivables	<u>8.53%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

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

CAPITAL EXPENDITURES

Annual Budget	\$ 298,285,329
Year-to-Date Spending	\$ 17,043,357

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
December 9, 2022**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, December 9, 2022 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; Carl H. Ricker, Jr.; Susan Russo Klein; Britt Lovin; Nathan Kennedy; and Robby Russell

MEMBERS ABSENT: George H. Erwin, Jr., Vice-Chair

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: Steve Van Beek, Steer Davies and Gleave, Inc.; Richard Batty, Steer Davies and Gleave, Inc.; Amanda Sheridan, McFarland Johnson; Jon McCalmont, Parrish & Partners; Christian Smith, Asheville Citizen Times; Elsa Watts, Martin Starnes & Associates

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

BOARD MEMBER INTRODUCTION: Susan Russo Klein spoke about her professional background and her interest in serving on the Authority Board.

PRESENTATIONS:

A. Strategic Plan: The president introduced Steve Van Beek and Richard Batty with Steer Davies and Gleave, Inc. Mr. Van Beek presented an overview of the aviation industry in preparation for his assistance with strategic planning for the Authority. Mr. Van Beek also reviewed passenger and operational statistics for Asheville, customer experience challenges, and airports' capital funding sources. The Board thanked Mr. Van Beek for his presentation after discussions were held on pilot shortages, government

regulations, benchmarks for leisure and business travel, customer service rendered by tenants, and involvement of community partners in the strategic planning process.

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

CONSENT ITEMS: The Chair stated that Consent Item D, Approval of the Greater Asheville Regional Airport Authority November 18, 2022 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority November 18, 2022 Regular Meeting Minutes: Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority November 18, 2022 Regular Meeting Minutes. Mr. Kennedy seconded the motion and it carried unanimously.

B. Approval of Amendment to the FY22/23 Budget for Salary Adjustment:

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>
Administration Dept.	\$347,815	
Executive Dept.		\$34,660
Finance Dept.		20,778
Guest Services Dept.		14,233
Information Tech. Dept.		29,435
Marketing Dept.		17,388
Operations/Maint. Dept.		111,463
Planning Dept.		18,931
Properties Dept.		8,533
Public Safety Dept.		92,394
	<hr/>	<hr/>
	\$347,815	\$347,815

This will result in a net increase of \$0 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash _____		\$0
Totals _____		\$0

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

Adopted this 9th day of December 2022.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

C. Approval of Updates to Off-Airport Rent A Car Business Regulations Policy:

Mr. Lovin moved to approve Consent Items B and C. Mr. Russell seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Presentation of Annual Audited Financial Report for Fiscal Year 2021/2022: Janet Burnette stated that Martin Starnes & Associates, CPAs performed the annual audit for the fiscal year ended June 30, 2022. The audited financial statements have been submitted to the Local Government Commission. Mrs. Burnette introduced Elsa Watts, Audit Manager with Martin Starnes. Ms. Watts presented the Annual Audited Financial Report for Fiscal Year 2021/2022 and informed the Board that an unmodified, or clean, opinion had been issued, that staff had been very cooperative to work with, and that there were no red flags. A high-level review of the unrestricted net position, revenue by category, and expenses by department was shared with the Board. The Board thanked Ms. Watts for her presentation.

Mr. Ricker moved to accept the 2021/2022 Audit Report as presented. Mr. Lovin seconded the motion and it carried unanimously.

B. Approval of Task Order No. 2 Part D with GS&P N.C. an Affiliate of Gresham Smith and Partners for Terminal Building Phase 2 Modernization Temporary Checkpoint Design Services: Jared Merrill summarized the agreement entered into with GS&P, N.C. ("GS&P") for the design of the Terminal Building Modernization project. Mr. Merrill explained that design of the project had moved forward with the assumption that a temporary security checkpoint would not be necessary. GS&P and the contractor worked diligently to continue in that direction, however, due to the complexity of the project, it was decided that construction of a temporary checkpoint would be unavoidable. Mr. Merrill reported that the cost for design of the temporary checkpoint was \$380,000.00 and would be paid for with airport funds. The addition of that design work brought the total contract amount to \$20,226,396.00.

Mr. Lovin moved to approve Task Order No. 2 Part D with GS&P, N.C. in an amount not to exceed \$380,000.00 and authorize the President & CEO to execute the necessary documents. Mr. Kennedy seconded the motion and it carried unanimously.

C. Approval of Change Order No. 2 to Contract with Hensel Phelps Construction Company: Michael Reisman reminded the Board that a contract with Hensel Phelps for Construction Manager at Risk Services was approved two years prior and that Change Order No. 1 was approved in February. Mr. Reisman stated that Change Order No. 2 incorporates the language required under NC State Statutes with regards to withholding of retainage throughout the project, and the change order also adds reference to Work Package 6 for the construction of the temporary security checkpoint into the contract documents. Mr. Reisman explained that there was no cost for Change Order No. 2, and that the cost for Work Package 6 would be included in the upcoming bidding process and incorporated in Component Guaranteed Maximum Price (CGMP) No 3 which would be presented to the Board in the near future.

Mr. Russell moved to approve Change Order No. 2 to the contract with Hensel Phelps Construction Company; and authorize the President & CEO to sign the necessary documents. Ms. Russo Klein seconded the motion and it carried unanimously.

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

A. Change Order for Cell Phone Lot and Gravel Parking Lot: The president reported that a change order in the amount of \$69,305.00 was executed with Chatham Civil Contracting for the grading and graveling of the one-acre lot that was recently acquired as well as some work to finish the cell phone lot. While the change order increased the contract with Chatham by \$3,900 due to the work on the one-acre lot that

was not included in the original contract, the overall project came in under budget by \$9,500.00.

B. Board Industry Conference Schedule: The president remarked that a schedule of conferences had been distributed at the October Board meeting. If Board Members were interested in attending a particular conference, the president requested they specify which conference so that it could be incorporated into the upcoming budget. Ms. Russo Klein expressed interest in attending the ACI Legal Affairs conference in May and Mr. Russell mentioned attending the ACI Business of Airports conference in June.

C. Real ID: The Real ID requirement for air travel has been extended to May of 2025.

D. Grant: The president stated that the Authority would be receiving a \$4.3 million grant for the Terminal Expansion and Modernization Project. This was the second installment from the \$21 million grant the Authority was awarded last year from the Transportation and Infrastructure Bill.

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 January 5, 2023.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 10:02 a.m. Mr. Lovin moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel and to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations. Ms. Russo Klein 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 10:56 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DECEMBER 9, 2022

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

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

NOVEMBER 18, 2022 CLOSED SESSION MINUTES: Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority November 18, 2022 Closed Session and to seal and withhold the minutes for the November 18, 2022 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

ADJOURNMENT: Mr. Russell moved to adjourn the meeting at 10:59 a.m. Ms. Russo Klein 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: Christina Madsen, VP Business Development & Properties

DATE: February 3, 2023

ITEM DESCRIPTION –Consent Item B

Approval of Updates to Peer-to-Peer Vehicle Sharing Business Regulation Policy

BACKGROUND

The purpose for the revisions to this Policy is to eliminate the requirements to provide trade dress for each Peer-to-Peer Shared Vehicle ("Vehicle"), and the requirement to provide the ownership information for each Vehicle that may operate at the Asheville Regional Airport ("AVL"). Instead, the Peer-to-Peer Vehicle Sharing Provider ("Provider") will provide the vehicle identification number (license plate number) for all Vehicles that in fact operated at AVL each month. In addition, allowing Provider to deduct the state road tolls and fines issued off airport property charged to and paid by Provider to be excluded from Gross Receipts paid to the Greater Asheville Regional Airport Authority. The proposed changes are attached. All other requirements remain unchanged.

ISSUES

None

ALTERNATIVES

None

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the updates to the Peer-to-Peer Vehicle Sharing Business Regulation Policy.

Attachment

Consent - Item B

Airport Peer-to-Peer Vehicle Sharing Business Regulation

OBJECTIVE	To promote and enhance public convenience and order, the efficient movement and control of passengers and traffic to and from the Airport, and the efficient and safe use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to help pay for the maintenance, operation and improvement of the Airport; to enhance the financial stability and viability of the Authority; to help make the Authority as self-sustaining as reasonably possible.
METHOD OF OPERATION	It is necessary for the maintenance, operation, regulation and improvement of the Airport that this regulation be enacted with respect to peer-to-peer vehicle sharing operations which derive commercial benefit from the use of the Airport or its facilities.
Definitions	<p>The following words, terms and phrases shall have the following meanings:</p> <p>Peer-to-Peer Vehicle Sharing Provider ("Provider") means the person or entity that operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program, authorized to do business at the Asheville Regional Airport and shall enter into an Operating Agreement with the Greater Asheville Regional Airport Authority ("Authority").</p> <p>Peer-to-Peer Vehicle Sharing Program ("Program") means a business platform that connects shared vehicle owners with drivers to enable the sharing of vehicles for financial consideration.</p> <p>Peer-to-Peer Shared Vehicle ("Vehicle") means a vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Program. In addition, the engaging in the rental and/or short-term leasing of vehicle(s) made available on Peer-to-Peer Vehicle Sharing Provider(s) application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the owner of Peer-to-Peer Shared Vehicle either dropping-off the vehicle to the customer or picking up the customer.</p> <p>Peer-to-Peer Shared Vehicle Owner ("Owner") means the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through the Peer-to-Peer Vehicle Sharing Program.</p>

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

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

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. [The amount of State road tolls and fines issued off airport that are \(1\) paid by Provider and charged back to the customer, or \(2\) received by Provider as payment on behalf of the customer.](#) Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash

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

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

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

Loading and Vehicle Exchange Areas

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

Administration Policies & Procedures

Section 117.01

Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

Solicitation

No Provider or any of its employees or agents shall solicit business while at the Airport.

Statement of Information

Prior to beginning operations, and before July 1st of each calendar year, each Provider shall deliver to the Authority at the ~~Executive Director~~ **President & CEO's** office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number, ~~and an itemize description of each vehicle which is to be used at the Airport in the Provider's Peer-to-Peer Vehicle Sharing business (which description shall include each vehicle's license number, state of registration, make, model, color and year).~~ If any of this information changed during the year after the delivery of this statement, ~~(including but not limited to the deletion or addition of a vehicle), the information shall be updated and provided to the Authority on the monthly report remitted to the Authority.~~ a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.

Vehicle Identification

All Peer-to-Peer Vehicles shall be clearly identified with vehicle trade dress, consisting of removable magnetic signage and/or recognizable emblems, which will allow Authority to always identify vehicles at a distance of up to fifty feet when such vehicles are on Airport. ~~Such trade dress shall be a visual indicator and control device approved by Authority designating that the vehicle is authorized to operate at the Airport.~~ Each Provider shall deliver to the ~~Executive Director~~ **President & CEO** or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Provider (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each vehicle. ~~Contact and vehicle information must be kept continuously current and up to date.~~ Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.

Fees

By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, Peer-to-Peer Vehicle

Administration Policies & Procedures

Section 117.01

Airport Peer-to-Peer Vehicle Sharing Business Regulation

Sharing Providers conduct a portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

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

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

Monthly Fees

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

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

Reporting

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

Late Fees

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

Airport Peer-to-Peer Vehicle Sharing Business Regulation

delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

Compliance

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

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

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

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

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

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

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

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, ~~Executive~~

Airport Peer-to-Peer Vehicle Sharing Business Regulation

~~Director~~President & CEO, employees, and agents shall be named as additional insured under such policy.

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

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

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

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

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

Violations

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

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

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Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

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

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

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

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

The Provider and the Owner will be given the opportunity to appear before the ~~Executive Director~~ President & CEO at an informal hearing to present information and evidence in

opposition to such a prohibition; however, the Provider, the Owner or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the ~~Executive Director~~[President & CEO](#) by certified mail within five (5) business days stating the reasons for the appeal. The ~~Executive Director~~[President & CEO](#) will respond to the appeal within thirty (30) days with a final decision. If the Provider or one of its Owner do not request an appeal in writing within five business days, the Provider, Owner or both shall immediately cease operation on Airport Property as originally notified by the ~~Executive Director~~[President & CEO](#), or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**RIGHT TO AMEND
POLICY**

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

**APPROVAL AND
UPDATE HISTORY**

Approval

May 13, 2022, [New Date to Board](#)



MEMORANDUM

TO: Members of the Airport Authority

FROM: Tina Kinsey, VP - Marketing, PR + Air Service

DATE: February 3, 2023

ITEM DESCRIPTION – Consent Item C

Approval of Updates to Music in the Airport Policy

BACKGROUND

The purpose for the revision to this Policy is to allow musicians to legally play licensed music in the airport, a public space.

Currently, because GARAA does not subscribe to BMI and ASCAP, the nation's two leading performing rights organizations, and does not pay royalties for musical performance in public space, the airport's Policy states that music performed must be original by the artist or in the public domain.

It is difficult to monitor the music that is being performed in the terminal to confirm compliance with the Policy, and it is also difficult to know which music is in the public domain, and which music is not allowed without significant oversight. Therefore, the operational budget this year includes funds to subscribe to BMI and ASCAP.

In order to move forward with these subscriptions, the current policy must be amended. The recommended new language states:

"Because GARAA is a subscriber of BMI and ASCAP it gives GARAA and its performers license to perform millions of works in the ASCAP and BMI repertory. Any music performed, while permitted through licensing, must still be suitable to the family environment as listed above." A red-lined recommended change follows this memo.

Consent - Item C



ISSUES

There are liability issues if licensed work is performed within the airport's music program, and we are not subscribers to BMI and ASCAP.

ALTERNATIVES

GARAA could choose to keep the existing policy.

FISCAL IMPACT

The estimated cost per year is \$2,520 and is included in the marketing department's operational budget.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the updates to the Music in the Airport Policy.

Attachment

Title

OBJECTIVE To enhance the Asheville Regional Airport Authority's (ARAA) cultural composition by providing for and encouraging music performances in the terminal.

METHOD OF OPERATION The inclusion of music in the public adds to the dimension, depth and character of a community; it inspires our youth, fortifies local identity, and adds to the quality of life. Musical art in the airport will distinguish Asheville Regional Airport and help integrate it more fully into the culture of the region. Different musicians will allow for a variety of shared musical genres throughout the year, enhancing the passenger experience.

Definitions None

Policy Music in the terminal will happen in two ways: spontaneously by musicians traveling through/visitors waiting to pick up travelers, or by scheduled performances by musicians who have applied for permission to perform. Because music is such a big part of the western North Carolina culture, it is the intent of the GARAA to embrace both types of performances and provide guidelines to manage music in the airport as positively, openly and equitably as possible. Spontaneous musical performances are difficult to monitor; therefore, guidelines will be posted and musicians encouraged to apply for scheduled performances.

There are restrictions to the types of music allowed to be performed. An airport terminal is a family environment in which the presence of children can be reasonably expected at all times. Persons in the terminal are a captive audience to music played in the piano area. Therefore, no music that is obscene, indecent, or that promotes hatred, bigotry, violence, or intolerance will be permitted. And because the GARAA does not subscribe to BMI, ASCAP or other entities and does not pay royalties for musical performance in public space, music performed also must be original by the artist or in the public domain.

A grand piano is located in the Grand Hall area of the terminal, and may be spontaneously played by visitors. A sign posted on or near the piano will explain that music performed must be suitable for a family environment, original to the artist or in the public domain. Scheduled musicians are preferred by the

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Commented [TK2R1]: REPLACE WITH: Because GARAA is a subscriber of BMI and ASCAP it gives GARAA and its performers license to perform millions of works in the ASCAP and BMI repertory. Any music performed, while permitted through licensing, must still be suitable to the family environment as listed above.

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Authority; however, the presence of the grand piano is inviting to visiting pianists and spontaneous performances cannot always be deterred.

For this reason, simple guidelines that are posted will help maintain the intent of the music program while embracing the musical culture of western North Carolina at the same time.

Scheduled musicians may also perform, on a volunteer basis. A scheduled musician may play the airport's piano, or bring their own instrument(s). Only scheduled musicians are eligible to display a tip jar during performances, and only scheduled musicians will receive promotion about their performance by the airport's Marketing and Public Relations Department.

Musicians Application

To schedule a time to perform in the airport terminal, musicians/performers must apply. Applications may be found on-line, and are reviewed and approved by the Marketing & Public Relations Department. All specific guidelines regarding scheduled performances are included in the Musician/Performer Application and Performance Agreement, also available on-line. These applications and agreements may be updated as needed, at the discretion of the Marketing and Public Relations Department.

From time to time, the Marketing & Public Relations Department may solicit musicians to perform in the terminal for special events, or for the general enjoyment of passengers and visitors. There is no limit to the number of times a performer may perform at AVL. Performance schedules are managed by the Marketing & Public Relations Department. All applications for scheduled performances remain on file and are valid for one year.

Authorized Asheville Regional Airport staff may terminate a performance:

- i. If the performance violates any provision of Airport Policy or Performance Agreement, and such violation is not promptly corrected upon request;
- ii. Immediately and without advance notice in the event of an airport emergency as determined by the Department of Public Safety in its sole discretion, to protect the health, safety, security, or convenience of the public;
- iii. If the performance (scheduled or unscheduled) is

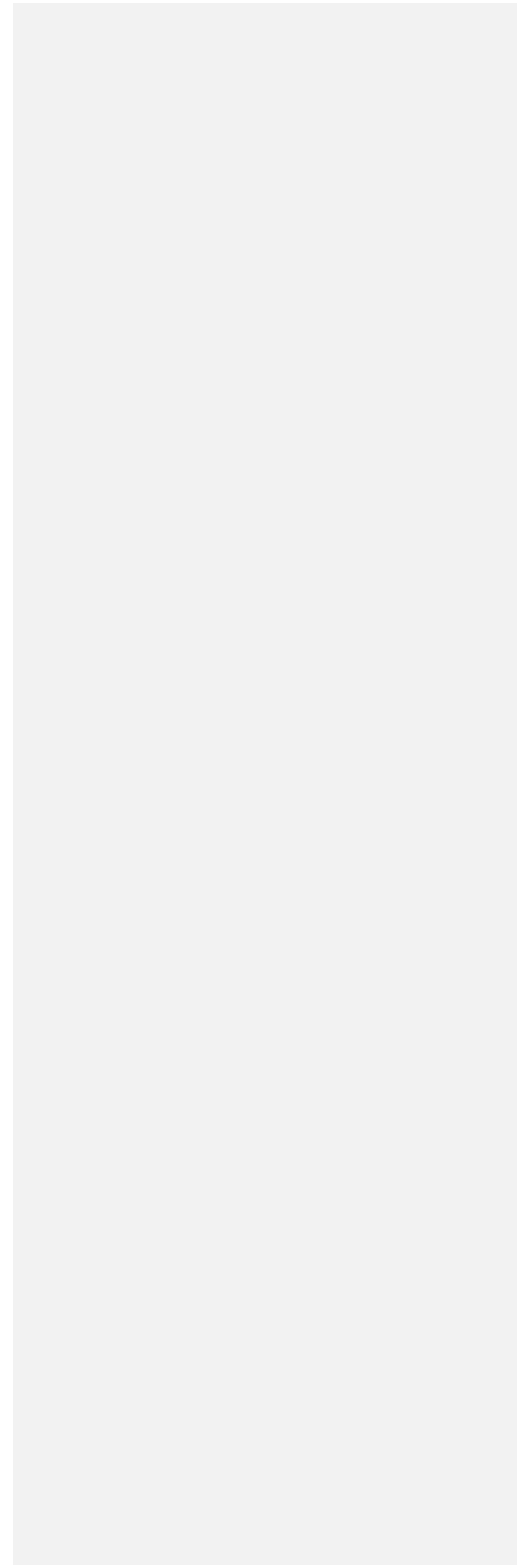
disruptive, inappropriate or creating an unpleasant environment for passengers and visitors in any way.

The performer will be contacted by GARAA staff within five business days of application. The performer will be instructed regarding the scheduling of performances, all performance guidelines and necessary paperwork.

Right to Amend Policy This policy may be amended from time to time by the Authority.

APPROVAL AND UPDATE HISTORY:

Approval	August 8, 2014
Supersedes	March 9, 2007





MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, VP Business Development & Properties

DATE: February 3, 2023

ITEM DESCRIPTION – Consent Item D

Approval of an Agreement Amendment between The Paradies Shops, LLC., (“Paradies”) and the Greater Asheville Regional Airport Authority (“Authority”)

BACKGROUND

The Paradies Shops, LLC., (Paradies) entered into the Food and Beverage/Sundries/Vending/Gift Concession Agreement (“Agreement”) at the Asheville Regional Airport in 2010. The Agreement was amended in 2018 to provide additional food offerings and concession space with the addition of the Auntie Anne’s Pretzel and Cinnabon concept. In September 2019, the Agreement was amended to increase the revenue sharing for the vending machine sales. In February 2020, the Agreement was amended to add a wine bar; however, shortly thereafter the national pandemic COVID-19 created a detrimental environment for airport concession operators across the country, including here at AVL. Due to the uncertainty of the travel industry, the Board approved an amendment to the Agreement in November 2020 to remove this additional concession space from the leasehold.

The construction of the new terminal requires a temporary passenger hold room. Adding food and beverage offerings to our customers in this area will provide essential customer services and increase revenues. Staff is recommending adding 685 square feet to the existing Paradies leasehold. Paradies will construct the location at their sole cost and expense. The new space will serve wine and craft beer, provide grab-and-go food and travel essential items.

Paradies has created a relationship with local operator, Wicked Weed, to bring local flavor to the Airport. This new location will be named Aletitude, which will feature local brands, including Wicked Weed.

Consent - Item D



All other terms and conditions will remain unchanged in the Agreement.

The final draft Amendment has been sent to Paradies for approval.

ISSUES

None.

ALTERNATIVES

The Board could deny the request to amend the concession agreement.

FISCAL IMPACT

The estimated rent to the Authority over one year is approximately \$75,000 for this additional space.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement amendment as described above with The Paradies Shops, LLC., and (2) authorize the President & CEO to execute the necessary documents.

AMENDMENT No. 6

**TO FOOD AND BEVERAGE/SUNDRIES/VENDING/GIFT
CONCESSION AGREEMENT
ASHEVILLE REGIONAL AIRPORT**

This Amendment No. 6 to Food and Beverage/Sundries/Vending/Gift Concession Agreement ("Amendment") is made and entered into to be effective on this 3rd day of February 2023, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, (the "GARAA"), and THE PARADIES SHOPS, LLC, a Georgia limited liability company (the "Company").

WITNESSETH:

WHEREAS, GARAA and Company entered into that certain Food and Beverage/Sundries/Vending/Gift Concession Agreement dated December 31, 2010 (the "Concession Agreement"); and,

WHEREAS, GARAA and Company entered into Amendment No. 1 to the Concession Agreement, effective June 1, 2012, to allow Company to be reimbursed by the GARAA for additional equipment; and,

WHEREAS, The Greater Asheville Regional Airport Authority ("GARAA") was created pursuant to Session Law 2012-121 by the General Assembly of North Carolina on June 28, 2012; and,

WHEREAS, GARAA and Company entered into Amendment No. 2 to the Concession Agreement, effective November 7, 2018 to add additional concession space and food offerings; and,

WHEREAS, GARAA and Company entered into Amendment No. 3 to the Concession Agreement, effective September 6, 2019 to modify the revenue sharing from the vending machine sales, and assigned the Concession Agreement between Company and Authority to GARAA; and,

WHEREAS, GARAA and Company entered into Amendment No. 4 to the Concession Agreement, effective February 14, 2020, to add additional concession space and food offerings; and,

WHEREAS, GARAA and Company entered into Amendment No. 5 to the Concession Agreement, effective November 20, 2020, to remove 923 square feet of concession space; and,

WHEREAS, the parties desire to modify the Concession Agreement to add additional concession space and food offerings as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree that the Concession Agreement be amended, effective upon execution, as follows:

1. **ARTICLE 2 – RIGHTS AND PRIVILEGES GRANTED TO COMPANY**, Paragraph A.1 is hereby amended to add A.1(e) Airside Space A5 – approximately 685 square feet, as shown on Exhibit A-5, attached hereto and made a part hereof.
2. **ARTICLE 5 – Paragraph A.1 – Annual Concession Fee for Leased Space A1, A2, A3** is hereby deleted in its entirety and replaced with the following:

A.1. Annual Concession Fee for Leased Space A1, A2, A3, and A5. Company shall pay to the GARAA, for each Concession Year during the Agreement Period, an Annual Concession fee, in an amount equal to the greater of (1) Minimum Annual Concession Fee of \$75,000.00, or (2) the total of the percentage (the “Percentages”) of Gross Receipts for Landside Space A1, Airside Space A2, Airside Space A3, and Airside Space A5 as follows:

Annual Gross Receipts	Percentage of Annual Gross Receipts
\$1.00 to \$2,000,000	Five Percent (5%)
Over \$2,000,000	Eight Percent (8%)

3. **ARTICLE 6 – IMPROVEMENTS TO PREMISES**, is hereby amended to add Paragraph B.6 and B.7, as follows:

- B-6 Company will complete the design and construction to build Airside Space A5, at its sole cost and expense. The Airside Space A5 space will be open and operational prior to April 1, 2023, unless agreed upon in writing by the Authority.
- B-7 Company will obtain all necessary permits for the construction of the improvements in the Airside Space A5 and obtain all necessary, licenses, including but not limited to the liquor license, ensuring compliance with all state and local laws.

All other terms of this Food and Beverage/Sundries/Vending/Gift Concession Agreement not specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Amendment to be executed effective as of the day and year first above written.

PARADIES SHOPS, LLC

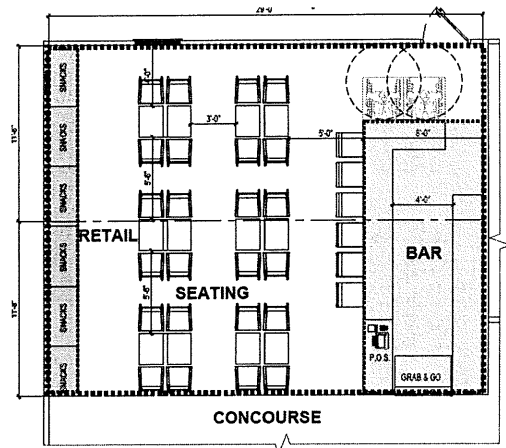
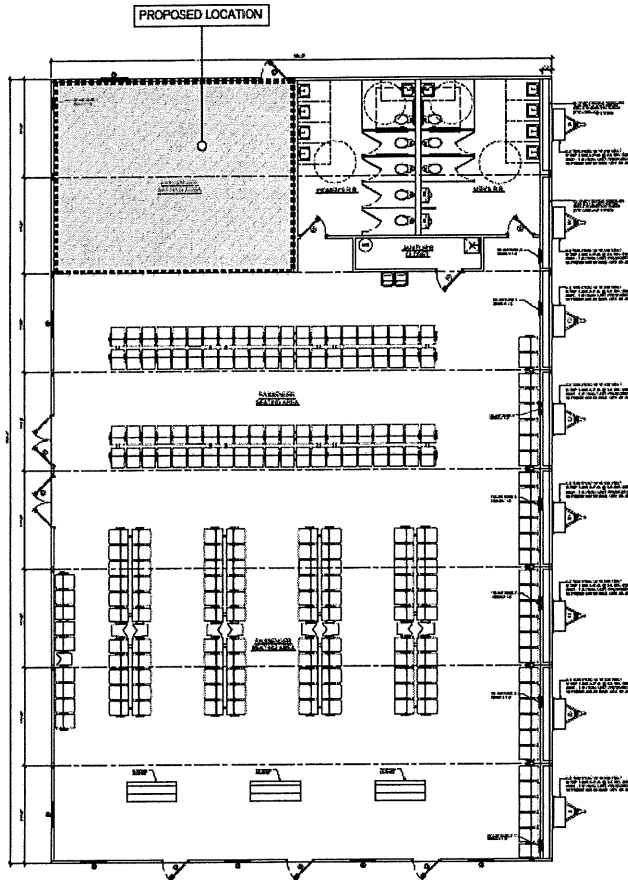
**GREATER ASHEVILLE REGIONAL AIRPORT
AUTHORITY**

BY: 

Gregg S. Paradies
President & CEO

BY: _____
Lew Bleiweis, A.A.E.
President & CEO

Exhibit A-5 Airside Space Temporary South Hold Room



1 PLAN VIEW OPTION
SCALE: 1/4" = 1'-0"

SEATING
Bar - 6
Table - 24
ADA - 2
TOTAL: 32 Seats



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: February 3, 2023

ITEM DESCRIPTION – New Business Item A

Approval to Unseal Closed Session Minutes

BACKGROUND

The Board approved the Disposition of Authority Board Closed Session Minutes Policy at the April 15, 2011 Authority Board Meeting. The policy provides for the review of the preceding year's Closed Session Minutes at the first Authority Board meeting of each calendar year.

The President & CEO has reviewed those Closed Session Minutes and has provided a recommendation for the unsealing of those certain minutes. The minutes recommended to be unsealed are of a business matter that have come to fruition and are no longer of a confidential nature.

ISSUES

None

ALTERNATIVES

The Board can decide to keep all Closed Session Minutes sealed.

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to unseal those portions of Closed Session Minutes as designated and recommended by the President & CEO.

New Business – Item A



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina Madsen, VP Business Development & Properties

DATE: February 3, 2023

ITEM DESCRIPTION – New Business Item B

Ratification of Settlement Agreement without Prejudice between Greater Asheville Regional Airport Authority (“GARAA”) and Turo, Inc. (“Turo”)

BACKGROUND

GARAA and Turo have agreed to a Settlement Agreement (“Agreement”) to compromise and settle all of the disputes, disagreements, and controversies between them as asserted in the lawsuit filed in Buncombe County Superior Court, Case No. 22 CVS 2714, and have agreed to enter into Agreement.

As part of the Settlement agreement, staff agreed to seek ratification from the GARAA Board at its next regularly scheduled meeting, on February 3, 2023.

ISSUES

None

ALTERNATIVES

None

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to ratify the Settlement Agreement between the Greater Asheville Regional Airport Authority and Turo, Inc.

New Business - Item B

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), effective as of the 15th day of January, 2023, is hereby entered into by and among the Greater Asheville Regional Airport Authority ("GARAA"), a body corporate and politic created and existing under the laws of the State of North Carolina; and Turo Inc. (occasionally also referred to as Turo, Inc.) ("Turo"), a corporation organized and existing under the laws of the State of Delaware, (individually "GARAA" and "Turo" are each a "Party" and collectively are the "Parties");

WITNESSETH:

WHEREAS, GARAA is the owner and operator of the Asheville Regional Airport ("Airport") located in Buncombe County, NC and Henderson County, NC;

WHEREAS, Turo is the owner and operator of a web-based peer-to-peer vehicle sharing program that provides a peer-to-peer vehicle sharing marketplace throughout the country, including in North Carolina, which has a principal place of business in San Francisco, California;

WHEREAS, Turo's peer-to-peer vehicle sharing program connects vehicle owners ("Turo Hosts") with guests who need to book a vehicle ("Turo Guests") through its web-based platform with Turo then receiving a percentage of the proceeds from each shared vehicle transaction between the Turo Guests and the Turo Hosts;

WHEREAS, Turo desires to obtain a permit consistent with Turo Hosts' operations at the Airport as Turo Hosts have been operating at the Airport since at least May of 2022;

WHEREAS, disputes, disagreements and controversies have arisen between GARAA and Turo over, among other things, the use of Turo's peer-to-peer vehicle sharing platform at the Airport and Turo Hosts operations at the Airport, and, in particular, regarding Turo's allegedly operating a commercial activity at the Airport without first obtaining a permit from GARAA and without complying with GARAA's rules, regulations, policies and procedures;

WHEREAS, on or about December 21, 2022, GARAA filed a lawsuit against Turo in Buncombe County Superior Court, Case No. 22 CVS 4714 ("Case"), and asserted claims for, among other things, Violation of GARAA's Ordinance and Regulations; Trespass; Demand for Accounting; Unfair or Deceptive Trade Practices; and, in the alternative, Unjust Enrichment, and sought, among other things, an injunction prohibiting Turo from engaging in any further commercial activity at the Airport or from trespassing upon Airport Property; compensatory damages for lost revenues; an accounting of all revenues generated by Turo at the Airport; punitive damages; treble damages; and attorney's fees; and

WHEREAS, prior to Turo filing an answer or other responsive pleading in the Case, the Parties, through counsel, have now agreed to compromise and settle all of the disputes,

disagreements and controversies between them, and as asserted in the Case, and have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, the receipt and sufficiency of said consideration being hereby acknowledged, the Parties hereto agree as follows:

1. **Acceptance of Service.** Associate General Counsel for Turo is authorized to and will accept service of the Summons and Complaint filed in the Case on behalf of Turo by signing the Acceptance of Service attached hereto and incorporated herein by reference as **Exhibit A.** An original signed Acceptance of Service will be returned to counsel for GARAA for filing with the Buncombe County Clerk of Superior Court on or before Tuesday, January 17, 2023.

2. **Operating Agreement with GARAA.** Contemporaneously with the execution of this Agreement, the Parties will each also execute and enter into the Peer-to-Peer Vehicle Sharing Provider Operating Agreement (“Operating Agreement”), a copy of which is attached hereto and incorporated herein by reference as **Exhibit B,** which will allow Turo to legally operate at the Airport for a period of one year (with the possibility for extensions upon agreement of the Parties), so long as it complies with the terms of the Operating Agreement and the rules, regulations, policies and procedures promulgated by GARAA.

3. **Modifications to Regulation.** GARAA agrees to make certain changes to its existing Administrative Rules & Regulations Section 117.01 Peer-to-Peer Vehicle Sharing Regulation (“Regulation”), as shown on the copy attached hereto and incorporated herein by reference as **Exhibit C.** Turo acknowledges that it understands the changes to the Regulation require formal approval by the GARAA Board. GARAA acknowledges that it does not anticipate a problem securing the GARAA Board’s approval of the Regulation changes, and GARAA agrees to present the revised Regulation to the GARAA Board for approval at the next regularly scheduled meeting of the GARAA Board on February 3, 2023.

4. **Turo’s Payment of Existing Violations.** Turo agrees to pay the fines associated with the outstanding violations issued to Turo and to Turo Hosts by GARAA. The total amount of the fines to be paid by Turo is \$1,200.00 (“Fines”). Payment of the Fines shall be made to GARAA on or before January 20th by the delivery of a check made payable to the Greater Asheville Regional Airport Authority to the attention of Janet Burnette, Chief Financial Officer, Greater Asheville Regional Airport Authority, 61 Terminal Drive, Suite 1, Fletcher, NC 28732.

5. **Stipulation of Dismissal without Prejudice.** GARAA agrees to seek formal ratification of this Agreement by the GARAA Board at the next regularly scheduled meeting of the Board on February 3, 2023. After full execution of this Agreement and the Operating Agreement, and receipt of the Fines, counsel for GARAA and for Turo shall execute the Stipulation of Voluntary Dismissal without Prejudice attached hereto and incorporated herein by reference as **Exhibit D.** Thereafter, counsel for GARAA shall file the fully-executed Stipulation of Voluntary

Dismissal without Prejudice with the Buncombe County Clerk of Superior Court on or before Monday, February 6, 2023.

6. Limited Release and Reservation of Rights by GARAA. The Parties acknowledge and agree that they are entering into this Agreement because they desire to amicably and voluntarily resolve all of the disputes, disagreements and controversies between them related in any way to actions or omissions that have occurred up through the effective date of this Agreement. GARAA hereby releases Turo, and each of its' subsidiaries and affiliated entities, and Turo Hosts, from all claims for damages and any other non-injunctive relief asserted in the Case for acts and/or omissions occurring up through the effective date of this Agreement. GARAA hereby reserves all claims it may have, against Turo and the Turo Hosts, for injunctive relief, whether or not such claims are asserted in the Case. The Parties further acknowledge and agree that neither this Agreement nor the filing of the Stipulation of Dismissal shall, in anyway, release, limit or preclude the assertion of any future claims by GARAA, if, after the effective date of this Agreement, Turo breaches the Operating Agreement, or engages in unauthorized commercial activity at the Airport, trespasses upon Airport property, or engage in any other actions in violation of any of GARAA's rules, regulations, policies and procedures. The Parties acknowledge and agree that GARAA is reserving all of its rights and claims against Turo arising after the effective date of this Agreement, including the right to seek future damages and/or injunctive relief. Turo therefore agrees not to assert this Agreement or the Stipulation of Dismissal to be filed in the Case as a defense to any future action filed by GARAA for matters occurring after the effective date of this Agreement.

7. Agreement Effective Immediately. The Parties hereby agree that this Agreement shall be effective immediately, and that the approval of the above-referenced Regulation revisions and ratification of this Agreement by the GARAA Board are conditions subsequent, and are not conditions precedent to the effectiveness of this Agreement.

8. Attorney's Fees & Costs. The Parties hereby agree that each Party shall be responsible for their own attorney's fees and costs associated in any way with this Agreement, the Operating Agreement, or the Case.

9. No admission of wrongdoing. The Parties agree that nothing contained in this Agreement, no document generated by the Parties in connection with this Agreement, or no action taken by any Party in connection with this Agreement, constitutes an admission of wrongdoing or liability on the part of any Party, liability being expressly denied by all the Parties.

10. Further Assurances. The Parties agree that, without any additional consideration, they shall execute such additional documents and take such additional actions as shall be reasonably necessary or appropriate to effect the consummation of the terms of this Agreement.

11. Terms of Agreement Negotiated. This Agreement has been negotiated and drafted by all Parties and their representatives. The Parties to this Agreement represent and warrant that they have read and understand this Agreement and have consulted their respective

counsel concerning its legal effect. It is further represented, declared and agreed by the undersigned that the terms of this Agreement are fully understood and that the judgment of the undersigned is relied upon wholly in so doing and that the above referenced consideration is voluntarily accepted by the undersigned for the purposes of making a full and final compromise. No rule of construction shall apply to this Agreement construing its provisions in favor or against any Party.

12. Electronic Signatures and Execution in Counterparts. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature. Further, this Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, single document. The Parties, however, agree to provide original signature pages for all documents that must be filed with the Buncombe County Clerk of Superior Court.

13. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions or of the Agreement as a whole.


14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. This Agreement is made without reliance upon any statement or representation of the other Parties or their representatives and the terms of this Agreement are contractual and not mere recitals. This Agreement may only be amended or modified by a written instrument signed by all the Parties to this Agreement.

15. Headings. Headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

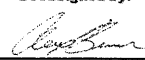
16. Governing Law. This Agreement shall be governed, interpreted and enforced pursuant to the laws of the State of North Carolina, and shall be enforced in the state courts of Buncombe County, North Carolina.

IN WITNESS WHEREOF, the Parties have caused the due execution of this Agreement as of the ___ day of January, 2023.

Greater Asheville Regional Airport Authority

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

Turo Inc.

DocuSigned by:

By: _____
B704EE0F5B66425
Alex Benn, President

FILED

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

2023 JAN 25 P 3:11 PM

THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

BUNCOMBE CO., C.S.C. FILE No. 22 CVS 4714

GREATER ASHEVILLE REGIONAL AIRPORT
AUTHORITY,

BY [Signature]

Plaintiff,

vs.

TURO INC., and multiple unknown JANE DOE
AND JOHN DOE Defendants (#1-100),

Defendants.

ACCEPTANCE OF SERVICE

I, Matthew Brown, Associate General Counsel for Turo Inc., do hereby certify that I have been authorized and instructed by Defendant Turo Inc. to accept service of process of the Civil Summons and Complaint filed in the above entitled civil action pending before the Buncombe County, North Carolina Superior Court, and service by an officer or otherwise is hereby expressly waived. I do hereby accept service of process of the Civil Summons and Complaint on behalf of Defendant Turo Inc., and Defendant Turo Inc. voluntarily places itself under the personal jurisdiction of the Court. I do hereby certify that I am not an infant, incompetent person, or otherwise under any legal disability or restraint. It is my understanding that this Acceptance of Service is executed in accordance with Rule 4(j)5) of the Rules of Civil Procedure and that this acceptance shall have the same force and effect as would exist had the process been served upon Defendant Turo Inc., in accordance with Rule 4, by delivery of a copy of the Civil Summons and Complaint.

This the 25th day of January, 2023.

Turo Inc.

By: [Signature]

Matthew Brown, Associate General Counsel
Turo Inc.
111 Sutter Street, Floor 12
San Francisco, CA 94104
415-965-4525
mbrown@turo.com

EXHIBIT B – OPERATING AGREEMENT

**PEER-TO-PEER VEHICLE SHARING PROVIDER OPERATING AGREEMENT
ASHEVILLE REGIONAL AIRPORT**

THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Provider" to conduct business and/or occupy space at Asheville Regional Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Provider.** The name, address and telephone number of the Provider hereunder are as follows:

Name: Turo Inc.
Address: 111 Sutter Street, 12th Floor
San Francisco, CA 94104
Attention: Legal/Airports
Contact: Donovan Jones
Telephone: 415-965-4525 Fax:
E-mail: Djones@turo.com Pager:

Provider Financial Billing Contact(s):

Name: Accounts Payable
Address: 111 Sutter Street, 12th Floor
San Francisco, CA 94104
Telephone: 415-965-4525 Fax:
E-mail: AP@turo.com

Provider - 24 Hour Emergency Contacts – minimum of 2 contacts required:

Name & Title: Donovan Jones, Sr. Airport Partnerships Manager
Address: 111 Sutter Street, 12th Floor, San Francisco CA 94104
Telephone: (980) 880-2614

E-mail: djones@turo.com

Name & Title: Sean Mayo, Sr. Airport Partnerships Manager
Address: 111 Sutter St. 12th Floor, San Francisco CA 94104
Telephone: 917-304-3937
E-mail: smayo@turo.com

2. **Business to be Conducted.** Provider is only authorized to conduct the following business at the Airport, and may conduct none other, to wit:

Peer-to-Peer Vehicle Sharing Provider, defined in the Greater Asheville Regional Airport Authority's Policies and Procedures, Peer to Peer Vehicle Sharing Business Regulation.

3. **Space to be Occupied.** Provider is authorized to use the Assigned Space, which is that space at the Airport defined in **Attachment A-1.**

4-a. **Payments.** All payments due hereunder shall be remitted to the Chief Financial Officer , Greater Asheville Regional Airport Authority, 61 Terminal Drive, Suite 1, Fletcher, North Carolina, 28732; without demand, set-off or deduction throughout the term of the Agreement.

In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4-b. **Consideration-Space Rental and/or Use/Operating Agreement.** In consideration for the rights granted hereunder by Authority, Provider hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2** plus any and all sales or use taxes due thereon.

4-c. **Consideration-Percentage of Receipts.** Provider hereby agrees to pay to Authority a percentage of the Gross Receipts derived from its business at the Airport as specified in **Attachment A-3** and in accordance with the provisions of Paragraph H ("Percentage Fees"), plus any and all sales or use taxes thereon.

4-d. **Late Fees.** Without waiving any other right of action available to Authority, in the event of any monetary default hereunder, if Provider fails to pay within thirty (30) days of the date due any amount required to be paid by Provider under this Agreement, the Authority may charge interest at the rate of eighteen percent (18%) per annum, or the amount allowed by law, on the balance of the unpaid amount calculated from the date the amount is due until the close of business day upon which the delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

5. **Term.** This Agreement is effective, **January 15, 2023 through January 14, 2024**, and shall continue month to month, unless sooner terminated in accordance with the terms and provisions hereof and **Attachment A-4.** Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of its intention to do so.

6. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Provider, naming the Authority as an additional insured more particularly described under subparagraphs K(1) and K(2) of the Terms and Conditions attached hereto. The amounts of coverage are specified in **Attachment A-5.**

7. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-6.**

8. **Utility and Service Charges.** Except as otherwise expressly shown on Attachment A-7, Provider shall be responsible for all utility and service charges.

9. **Provider's Right to Occupy.** The Provider's right to use and occupy the Assigned Space is non-exclusive right to operate conditioned upon Provider complying with all provisions hereof shown on that attachment hereto entitled "Greater Asheville Regional Airport Authority Terms and Conditions of Operating Agreement", which is incorporated herein by reference.

10 **Amendments.** Amendments to this Agreement may only be made by a written revision of it bearing the signatures of both Provider and Authority.

11. **Attachments.** The following documents are attached hereto, incorporated herein and made part of this Agreement by reference:

- A-1: Space to Be Occupied ("Assigned Space")
- A-1A: Loading and Vehicle Exchange Area Assigned Parking Spaces
- A-1B: Procedures and Locations for Entering/Exiting the Parking Facilities
- A-2: Space Rental / Use / Operating Agreement Charge
- A-3: Percentage of Receipts
- A-4: Term
- A-5: Insurance Requirements
- A-6: Amount of Security Deposit
- A-7: Utility & Service Charges
- A-8: Special Conditions
- A-9: GARAA Terms and Conditions of Operating Agreement
- B: Peer-to-Peer Monthly Statement of Gross Receipts and Rents Due
- B-1: Peer-to-Peer Monthly Statement of Transactions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated below:

[SIGNATURE PAGE TO FOLLOW]

TURO INC.

BY: _____
Alex Benn
President

_____ Date

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

BY: _____
Lew Bleiweis, A.A.E.
President & CEO

_____ Date

A-5. INSURANCE REQUIREMENTS

The minimum coverage required is:

Automobile liability	\$1,000,000
Commercial General Liability	\$2,000,000
Workers Compensation	As required by the laws of North Carolina.
<u>Employer's Liability</u>	\$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease-policy – each employee

Evidence of current coverage is to be kept on file with the Authority.

A-6. AMOUNT OF SECURITY DEPOSIT

\$2,500 payable upon execution of Agreement.
(Equal to three months estimated fees/rents due Authority).

A-7 UTILITY & SERVICE CHARGES.

Not Applicable.

A-8 SPECIAL CONDITIONS

1. Provider shall adhere to:
 - a. The Authority Rules and Regulations
 - b. The Authority Policies and Procedures, specifically Section 117.01
 - c. Shall not utilize any of the vehicle charging parking spaces in any of the public parking areas.

2. Provider shall inform Peer-to-Peer Shared Vehicle Owners participating in Provider's vehicle sharing program to use the designated areas approved by the Authority for vehicle sharing transactions. Owners shall not pick up or drop off customers at the Airport in any location other than the approved designated areas.

3. Provider shall report to Authority on the form Attachment "B, and B-1" attached hereto and made a part hereof, within fifteen (15) calendar days after the close of each calendar month of the Term of this Agreement an electronic file of the statement of its Gross Receipts that is signed by an authorized official of Provider and includes the following:
 - a. the number of drop-offs and pick-ups of shared vehicles at the Airport per day that are arranged or booked through Provider's platform;

- b. the number of shared vehicles at the Airport per day arranged or booked through Provider's platform;
 - c. the number of transactions at the Airport per day arranged or booked through Provider's platform;
 - d. the Gross Receipts per each such transaction;
 - e. the total Gross Receipts for the month;
 - f. the number of Shared Vehicle Owners that, to the knowledge of Provider, operated at the Airport in the previous month; and,
 - g. separately identify any exclusions from Gross Receipts as provided in Policy 117.01, to calculate Gross Receipts upon which the Percentage Fee payments to Authority are computed.
4. As the Authority will not have the names or contact information for individual Peer-to-Peer Shared Vehicle Owners, the Provider shall be directly responsible for assisting the Authority in enforcing all Authority Rules, Regulations, Policies and Procedures as to the Peer-to-Peer Shared Vehicle Owners. The Provider's obligations shall include, but shall not be limited to: notifying the Owners of any violations or bans from the Airport; assisting the Authority in enforcing any ban of an Owner from the Airport; and direct payment of all monetary fines issued by the Authority to an Owner.

Attachment A-9.
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY TERMS AND CONDITIONS
OF OPERATING AGREEMENT.

A. **Maintenance of Assigned Space.** Provider accepts the space, if any, assigned under Attachment A-1, hereinafter referred to as "Assigned Space," in its present condition, "as is."

Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof.

Provider shall promptly pay or reimburse Authority for the cost to Authority of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Provider or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Provider's use or occupancy of the Assigned Space. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Provider's duty to maintain and repair as herein provided.

Unless Authority's written approval has been first obtained in each instance, Provider shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Provider make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

Provider shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

B. **Provider's Property.** Any and all property belonging to, or brought onto the Airport by, Provider or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Provider. Notwithstanding the foregoing, however, if Provider shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Provider's property located in the Assigned Space which are available to it under the laws of the State of North Carolina, and Provider shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

C. **Authority's Right to Enter.** Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities.** Unless expressly provided otherwise herein, if applicable, Provider shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Provider and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments.** Provider shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Provider's interest therein and the property and improvements of Provider for the term hereof or attributable to Provider's activities at the Assigned Space or at the Airport. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Provider shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Provider shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Provider's obligations under this Paragraph F shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of North Carolina of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Provider.

G. **Rules and Regulations.** Provider covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Provider further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Provider, the Assigned Space or the Airport. Provider agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Provider of any applicable security regulation at the Airport, which payment shall be made by Provider within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Provider's responsibility hereunder. Provider acknowledges receipt of the following documents:

1. the Peer to Peer Vehicle Sharing Business Regulation – Section 117.01 of the Greater Asheville Regional Airport Authority's Policies and Procedures;

2. the Commercial Ground Transportation Regulation – Section 117.00 of the Greater Asheville Regional Airport Authority's Policies and Procedures; and
3. the Greater Asheville Regional Airport Authority Rules and Regulations.

H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 of the Agreement is based in whole or in part on a percentage of Provider's Gross Receipts, ("Gross Receipts") shall include all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing Vehicle Sharing services to Airport Customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport Customers, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider's operation, charges for insurance offered incidental to a Vehicle Sharing agreement, all amounts charged to Airport Customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners, credits given to Airport Customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made, inter-city fees and drop charges paid or payable to Provider, additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport Customers, such as when a Shared Vehicle is exchanged. NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider's Vehicle Sharing activities, equipment, or real or personal property of Provider. For purposes of this Agreement, and the calculation of fees or revenues owed to the Authority, "Airport Customers" shall mean those customers who utilize any Airport property in connection with their participation in a Peer-to-Peer Vehicle Sharing Program or for the benefit of a Peer-to-Peer Vehicle Sharing Program.

(1) Specific Exclusions to Gross Receipts. There shall be no exclusions from Gross Receipts except for the following: the amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport Customers and remitted to the taxing authority; the amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion; the amount of State road tolls and fines issued off airport that are (1) paid by Provider and charged back to the customer, or (2) received by Provider as payment on behalf of the customer; the amount of any sale of Provider's capital assets or trade fixtures; any amounts received for any cancellation fees; and any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc.

Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport Customers, both cash and credit, regardless of whether collected or not collected.

No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport Customers has been concluded.

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

The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Provider for goods or services is not assessed, charged or collected, irrespective of the reason therefor, then the amount of Provider's customary charge therefor shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Agreement.

On or before the fifteenth (15th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Provider shall deliver to Authority a statement signed by an officer of Provider, in such form and with such detail as Authority may reasonably request, setting forth Provider's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Provider during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Provider shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Provider shall contain itemized records of all amounts billed or received by the Provider from its operations in the Assigned Space or otherwise hereunder. The Provider shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Provider. In addition, the Provider shall account for all revenues of any nature related to transactions in connection with this Agreement entered into in the Assigned Space or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Provider

and which supports the amounts reported to the Authority in the Provider's monthly Gross Receipts reports prepared in accordance with Paragraph 4-b. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control even where this Agreement references such principles or standards.

Such records shall be in the form of printed, written, or electronic media. Records maintained by the Provider in the form of electronic media shall be provided to the Authority in electronic read only form compatible with computers utilized by the Authority if requested in such form by the Authority. The President & CEO may require the Provider to provide any other records the President & CEO determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Provider's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available, either at the Assigned Space, if assigned, or at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Agreement by the Authority, such books and records shall continue to be maintained by Provider, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Assigned Space will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Provider's business.

Should the Provider not wish to make its original books and records available for inspection at the Airport, the Provider shall have the option of having representatives of the Authority inspect the Provider's books and records at a location where the Provider maintains its records within forty five (45) days of Authority's request to inspect Provider's books and records. Should the Provider elect to have the inspection, examination or audit performed at a location outside the limits of Buncombe County, the Provider shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Provider for such travel expenses and the Provider shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Provider, to cause an audit to be made of the books and records of Provider and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Provider hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems,

using read only access, for all computerized applications used to record financial transactions and information. The Provider shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Provider also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to Authority, Provider shall forthwith, upon written demand from Authority, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Provider has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Provider.

I. **Indemnification**. Provider agrees to indemnify, defend and hold completely harmless the Authority, and its members (including, without limitation, members of the Authority's Board), officers, employees and agents of each, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the Authority, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Provider's operations thereon, or the acts or omissions of Provider's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Provider or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Provider to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Provider. The provisions of this Paragraph I shall survive the expiration of earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

The foregoing provisions of this Paragraph I are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Provider under this Agreement.

J. **Waiver of Damage.** Provider hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

K. **Insurance Requirements.** Provider shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Provider, the Greater Asheville Regional Airport Authority, and the members (including, without limitation, members of Authority Board), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Provider's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Provider's covenants to and indemnification of the Authority under this Agreement, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of North Carolina; provided, however, that Provider may self-insure its workers compensation liability, if in compliance with North Carolina law. Employers Liability coverage is also required with limits of liability not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Agreement and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Provider, Provider shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the

policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

L. **Assignment and Subletting**. Provider shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

M. **Default**. In the event that Provider shall fail to remit any payment due to Authority under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Provider or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Provider, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 4 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Provider therefor; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Provider, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Agreement, in which event Provider shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of North Carolina by reason of any such default.

N. **End of Term**. At the end of the term or upon the earlier termination of this Agreement, Provider shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Provider agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

O. **Holding Over**. It is agreed that if Provider, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Agreement (including a termination under paragraph M hereof) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of North Carolina or the provisions of this Agreement.

P. **Costs and Attorneys' Fees**. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Provider, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Provider shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual

expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Q. **Notice.** Any notice permitted or required to be given to Provider hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Provider may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the President & CEO, Greater Asheville Regional Airport Authority, Asheville Regional Airport, Fletcher, North Carolina, provided Provider obtains a written acknowledgment of receipt therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Asheville Regional Airport Authority
Attention: President & CEO
61 Terminal Drive, Suite 1
Fletcher, North Carolina 28732

or such other address as Authority may request from time to time.

R. **Sums Paid by Authority.** If Authority has paid any sum or sums or has incurred any obligation or expense which Provider has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Provider to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder and Provider shall reimburse Authority therefor promptly upon demand.

S. **Interest on Sums Due Authority.** Any amounts due and unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest.

T. **Security Deposit.** In the event that a security deposit is required under Paragraph 7 hereof, Provider shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the faithful performance of Provider's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Provider, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Provider shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Provider's failure to do so within five (5) days after its receipt of such demand shall constitute

a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Provider, without interest, within sixty (60) days after the end of the term of this Agreement. The Authority will not pay interest on any security deposit. In its sole discretion the Authority shall have the right to adjust the security deposit based on the level of activity conducted by the Company and its payment history.

U. Authority's Reserved Rights.

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Provider for loss of business or damages of any nature whatsoever to Provider occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Provider and all others as Authority may deem advisable.

(3) Provider covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Provider shall promptly consent in writing to such modifications.

V. Discrimination Not Permitted.

(1) Provider, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Provider shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Provider shall comply with laws of the State of North Carolina prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Provider authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Provider shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Provider shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Provider agrees that it will adopt any such requirement as a part of this Agreement.

(2) If Provider shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Provider shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Provider assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Provider also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

(5) Provider assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Provider also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Provider's operations under this Agreement.

W. Federal Aviation Administration Requirements.

(1) Provider shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Provider expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Provider agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Provider expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Provider agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Provider agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Provider also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

X. Hazardous Materials.

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **“Environmental Laws”** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **“Hazardous Materials”** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **“Hazardous Material”** includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. **Sections** 9601 et seq.) (**“CERCLA”**), or pursuant to the General Statutes of North Carolina, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority’s rules and regulations.

iii. **“Release”** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Provider’s Agreement.** Provider agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Provider may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority’s rules and regulations.

(3) **Environmental Indemnity.** Provider shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorney’s fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Provider of its obligations contained in subparagraph Y(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Provider, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Provider, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Provider’s operations to determine whether Provider has breached its obligations under subparagraph Y(2) above. Provider shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Provider.

Y. **Miscellaneous.**

(1) the paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Provider's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Provider represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Provider to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This

Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) In the event of a conflict between the terms and conditions of this Agreement and any Airport Rules and Regulations, the Rules and Regulations shall control.

(10) As required by North Carolina law, Authority hereby includes the following notifications as part of this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in North Carolina. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(11) Provider hereby consents to the jurisdiction of the courts of the State of North Carolina and of the Federal District Court for the Western District of North Carolina with respect to any action instituted by the Authority and arising against Provider under this Agreement, and waives any objection which Provider may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Provider. Provider further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Provider under this Agreement.

Attachment A-1A Loading and Vehicle Exchange Area Assigned Parking Spaces

PROCEDURES:

Provider will pay the Authority monthly for the dedicated parking spaces as shown in Section A-1, Assigned Space.

1. Owner leaving vehicle in the dedicated spaces:

- A. Owner pulls a parking ticket from the ticket dispenser and enters the parking lot.
- B. Owner parks the vehicle, in the assigned parking space within the parking lot, leaving the parking ticket in the vehicle for the Customer.

2. Customer picking up vehicle from the dedicated spaces:

- A. Customer retrieves vehicle and proceeds to the exit.
- B. Customer exits the parking lot and pays the required parking fees.

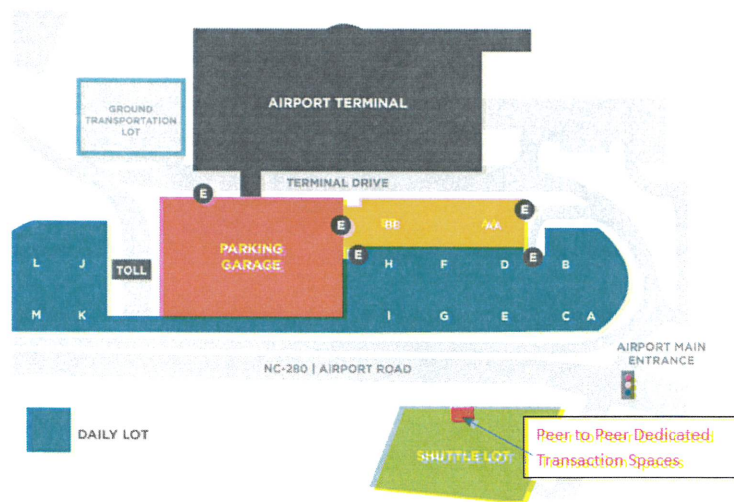
3. Customer returning vehicle to the dedicated spaces:

- A. Customer pulls a parking ticket from the ticket dispenser and enters the parking lot.
- B. Customer parks the vehicle in the assigned space in the parking lot, leaving the parking ticket in the vehicle for the Owner.

4. Owner picking up vehicle from the dedicated spaces:

- A. Owner retrieves vehicle from the parking lot and proceeds to the exit.
- B. Owner exits the parking lot and pays the required parking fees.

LOCATION:



Attachment A-1B PROCEDURES AND LOCATIONS FOR ENTERING/EXITING THE PARKING FACILITIES

PROCEDURES:

1. Owner leaving vehicle in the parking facilities:

- C. Owner pulls a parking ticket from the ticket dispenser and enters the parking lot.
- D. Owner parks the vehicle, in any available spot in the parking lot, leaving the parking ticket in the vehicle for the Customer.

2. Customer picking up vehicle from the parking facilities:

- C. Customer retrieves vehicle and proceeds to the exit.
- D. Customer exits the parking lot and pays the required parking fees.

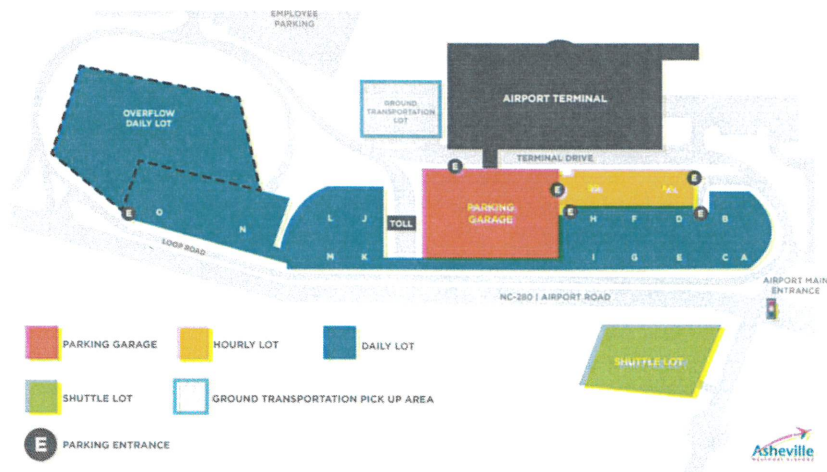
3. Customer returning vehicle to the parking facilities:

- C. Customer pulls a parking ticket from the ticket dispenser and enters the parking lot.
- D. Customer parks the vehicle in any available spot in the parking lot, leaving the parking ticket in the vehicle for the Owner.

4. Owner picking up vehicle from the parking facilities:

- C. Owner retrieves vehicle from the parking lot and proceeds to the exit.
- D. Owner exits the parking lot and pays the required parking fees.

LOCATIONS:



Attachment B

PEER-TO-PEER MONTHLY STATEMENT OF GROSS RECEIPTS AND RENTS DUE Greater Asheville Regional Airport Authority



Greater Asheville Regional Airport Authority
PEER-TO-PEER Monthly Statement of Gross Receipts and Rents Due

Month/Year: Company: dba	Monthly Totals						
	Gross Receipts		Revenue & Deductions		Reportable Revenue (Gross Deductions)	Privilege Fee (10% Reportable Revenue)	Total Fees Due
	Total Rental Fees	Other Charges Insurance, Fuel, Mileage, Airport Drop- Off & Pick-Up Fees	Taxes	Allowable Deductibles Other			
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
Totals	\$	\$	\$	\$	\$	\$	\$

All reports are due prior to the 15th of every month for the prior month. Failure to submit reports by this date will result in late fees or additional penalties.
*****All pages of the workbook must be complete and filed our correctly each month.***
 Ensure checks are made payable to: Greater Asheville Regional Airport Authority (Please ensure the month being paid for is listed on all checks in the memo line)
 Email completed reports to: fisher@flyavl.com & cmadden@flyavl.com
 Report number of dropoffs and pickups of shared vehicles at the Airport**

Signature: _____
 Date: _____

Car Sharing Service Report
 Date, ID #, Vehicle ID, Charges
 Please see **EXHIBIT B1** attached

EXHIBIT C – REVISED GARAA REGULATION

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

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

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

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

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

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

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

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Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

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

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority. The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. [The amount of State road tolls and fines issued off airport that are \(1\) paid by Provider and charged back to the customer, or \(2\) received by Provider as payment on behalf of the customer.](#) Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash

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

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

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

Loading and Vehicle Exchange Areas

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

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

Solicitation No Provider or any of its employees or agents shall solicit business while at the Airport.

Statement of Information Prior to beginning operations, and before July 1st of each calendar year, each Provider shall deliver to the Authority at the ~~Executive Director~~ President & CEO's office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number, ~~and an itemize description of each vehicle which is to be used at the Airport in the Provider's Peer to Peer Vehicle Sharing business (which description shall include each vehicle's license number, state of registration, make, model, color and year).~~ If any of this information changed during the year after the delivery of this statement, ~~(including but not limited to the deletion or addition of a vehicle),~~ the information shall be updated and provided to the Authority on the monthly report remitted to the Authority. a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.

Vehicle Identification ~~All Peer-to-Peer Vehicles shall be clearly identified with vehicle trade dress, consisting of removable magnetic signage and/or recognizable emblems, which will allow Authority to always identify vehicles at a distance of up to fifty feet when such vehicles are on Airport. Such trade dress shall be a visual indicator and control device approved by Authority designating that the vehicle is authorized to operate at the Airport. Each Provider shall deliver to the Executive Director~~ President & CEO ~~or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Provider (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each vehicle. Contact and vehicle information must be kept continuously current and up to date.~~ Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.

Fees By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, Peer-to-Peer Vehicle

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Sharing Providers conduct a portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

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

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

Monthly Fees

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

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

Reporting

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

Late Fees

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

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delinquent payment is received by the Authority. The Authority, in its sole discretion shall have the right to waive any late fees.

Compliance

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

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

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

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

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

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

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

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, ~~Executive~~

Administration Policies & Procedures **Section 117.01**
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~~Director~~President & CEO, employees, and agents shall be named as additional insured under such policy.

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

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

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

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

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

Violations

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

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

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Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

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

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

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

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

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

The Provider and the Owner will be given the opportunity to appear before the ~~Executive Director~~ President & CEO at an informal hearing to present information and evidence in

Administration Policies & Procedures **Section 117.01**
Airport Peer-to-Peer Vehicle Sharing Business Regulation

opposition to such a prohibition; however, the Provider, the Owner or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the ~~Executive Director~~[President & CEO](#) by certified mail within five (5) business days stating the reasons for the appeal. The ~~Executive Director~~[President & CEO](#) will respond to the appeal within thirty (30) days with a final decision. If the Provider or one of its Owner do not request an appeal in writing within five business days, the Provider, Owner or both shall immediately cease operation on Airport Property as originally notified by the ~~Executive Director~~[President & CEO](#), or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**RIGHT TO AMEND
POLICY**

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

**APPROVAL AND
UPDATE HISTORY**

Approval

May 13, 2022, [New Date to Board](#)

EXHIBIT D – STIPULATION OF DISMISSAL

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE No. 22 CVS 4714

GREATER ASHEVILLE REGIONAL AIRPORT)
AUTHORITY,)
)
Plaintiff,)
)
vs.)
)
TURO INC., and multiple unknown JANE DOE)
AND JOHN DOE Defendants (#1-100),)
)
Defendants.)

STIPLUATION OF DISMISSAL
WITHOUT PREJUDICE

NOW COMES, Plaintiff, Greater Asheville Regional Airport Authority (“Plaintiff”), and Defendant, Turo Inc. (“Defendant”), by and through the undersigned, and hereby agree and stipulate, in accordance with the Settlement Agreement entered into by Plaintiff and Defendant, that this civil action, and all claims filed herein, are hereby dismissed without prejudice.

This the ____ day of _____, 2023.

PATLA, STRAUS, ROBINSON & MOORE, P.A.

TURO INC.

By: _____

BY: _____

Cindy M. Rice
Bar No. 31758
29 North Market Street, Suite 300
Asheville, NC 28801
Attorney for Plaintiff
828-255-7641
cmr@psrmlaw.com

Matthew Brown
Associate General Counsel
111 Sutter Street, Floor 12
San Francisco, CA 94104
415-965-4525
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MEMORANDUM

TO: Members of the Airport Authority

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

DATE: February 3, 2023

ITEM DESCRIPTION – New Business Item C

Approval to Purchase 3 Shuttle Buses for Parking Operations

BACKGROUND

Parking is at a premium at the Asheville Regional Airport requiring additional remote parking facilities to be constructed on airport property. This new parking area, anticipated to be online in the fourth quarter of 2023, will require shuttle operations to and from the airport terminal. To support the expanded parking shuttle operations, two additional 14 passenger buses with handicap accessibility will be needed. Quotations received outlined a ten-month lead time from order to delivery. At the present time, while two passenger buses will be needed to support the new parking area, due to the ten-month lead time, and the wear and tear being exhibited on the two existing buses, it was determined that a third passenger bus should be included in this purchase. The third bus will immediately be put into operation and allow for a backup to support maintenance issues that arise on the two existing units. LAZ Parking, parking operations contractor, would operate the buses for those passengers who park in the remote parking areas. Preliminary costs to purchase a 14-passenger bus with handicap accessibility and luggage racks is approximately \$122,258.00 each. Seating configurations of less than 15 seats are being considered to avoid the requirement of a Commercial Driver's License (CDL) to drive the buses. Additional dollars have been requested to brand the vehicles upon delivery.

ISSUES

None.



ALTERNATIVES

Lease buses, currently not available, at an overall higher cost versus purchasing such buses.

FISCAL IMPACT

The total expense of \$385,000.00 will be funded using Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) authorize the purchase of 3 shuttle buses for an amount not to exceed \$385,000.00; and (2) authorize the President and CEO to execute the necessary documents; and (3) amend the FY2022/2023 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Equipment and Small Capital Outlay		\$385,000.00
Total		\$385,000.00

This will result in a net increase of \$385,000.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$385,000.00
Totals		\$385,000.00



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

Adopted this 3rd day of February 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: February 3, 2023

ITEM DESCRIPTION – New Business Item D

Approval of Work Authorization No. 2R(C) with Parrish and Partners of North Carolina, PLLC for South Terminal Apron Expansion Project Engineering Services

BACKGROUND

On November 9, 2018, the Authority Board approved Work Authorization No. 2 with Parrish and Partners of North Carolina, PLLC for design and construction services associated with the south apron expansion project in the amount of \$821,196.00. Several amendments to this Work Authorization were approved as follows:

Work Authorization 2R – October 11, 2019

Work Authorization 2R(A) – June 12, 2020

Work Authorization 2R(B) – April 9, 2021

Changes included between the amendments were tied directly to required services associated with additional design, permitting by the State of North Carolina, testing, and Construction Administration Services that were necessary as a result of extended contract periods due to significant weather impacts over the course of the project. Presently the total contract amount has been amended to \$1,658,874.00.

This revision, titled Work Authorization No. 2R(C) in the amount of \$106,338.84, is for the additional construction phase services necessary to get the project to the actual completion date of March 2022. This also was due to the non-productive workdays related to the numerous inclement weather days towards the end of the project.

New Business – Item D



ISSUES

None.

ALTERNATIVES

None. This work was required to complete this project.

FISCAL IMPACT

The total cost for these services is \$106,338.84, which will be funded primarily with FAA funds that are still available for this project, and matching Airport Funds. This increase brings the total contract amount to \$1,765,212.84. Despite this final increase for consulting services, the overall project remains under budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Work Authorization No. 2R(C) with Parrish and Partners in the amount of \$106,338.84.00; and (2) authorize the President & CEO to execute the necessary documents.

WORK AUTHORIZATION NO. 2R(C)
CONSULTANT SCOPE OF SERVICES
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Scope of Services for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY and PARRISH AND PARTNERS OF NORTH CAROLINA, PLLC, dated August 13, 2018.

PROJECT: Expand Terminal Apron – South (Approx. 13,500 SY)

SCOPE OF SERVICES: See Attachment A

CONSULTANT TEAM: Parrish & Partners of North Carolina, PLLC

SCHEDULE: Construction: Additional CA Services

PROJECT BUDGET: \$11M (Estimated)

		Total
FEES:	Work Authorization No. 2R(C)	
	<i>Add'l Const. Phase Services</i> \$8,340.00	
	<i>Add'l Special/Additional Services</i> \$97,998.84	
		\$ 106,338.84
	Total WA2R(C) Lump Sum	\$ 106,338.84

Authority:

Greater Asheville Regional
Airport Authority

By: _____

Lew Bleiweis, AAE
President/CEO

Date: _____

Consultant:

Parrish and Partners of
North Carolina, PLLC

By:  _____

Jeff Kirby, PE
President

Date: 1.19.23

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

Finance Director

Date

Attachments: Attachment A – Work Authorization No. 2R(C) Detail (Scope of Work)
Attachment B – WA 2R(C) Fee Spreadsheet(s)

WORK AUTHORIZATION NO. 2R(C)

For:

**EXPAND TERMINAL APRON – SOUTH
(APPROX. 13,500 SY)****GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY****JANUARY 19, 2023**

In continuation of Work Authorization 2 and the subsequent revisions thereto, the construction contract time has extended beyond the previously identified Contract Time for which the Work Authorization professional services were based. The original Scope of Work for the subject project included a construction contract time of 210 Calendar Days (CD). Following the previously coordinated and approved project scope changes and change orders that have been executed since construction began, the construction contract time was extended to 465 Calendar Days (CD). Another change order was awarded to the contractor that granted an additional 81 CDs to be added to the contract time. Additionally, based on the Contractor's production schedule update, and discussions with them regarding expected project completion, as of the date of the mentioned change order, an additional 174 CDs was expected to be required for project completion. Therefore, Work Authorization 2R(B) was prepared to account for the professional services required to adequately administer and manage the construction project for the additional 255 Calendar Days (81 CD + 174 CD) expected.

Following the coordination of WA2R(B), the contractor continued to have delays and the project required additional professional services beyond the time previously added. This Work Authorization 2R(C) is being prepared to account for the final project completion time utilized by the contractor to complete the project. The previous WA2R(B) included professional services up to October 25, 2021, however, due to additional delays and continued construction activities, the project was not considered substantially complete until March 1, 2022. This WA2R(C) includes the professional services required to administer the construction project through the date of substantial completion.

WA2R(C) SCOPE OF SERVICES:

The following is a summary of the additional construction phase services:

1. Construction Phase Services –

The additional scope for construction phase services includes those services required to maintain Construction Administration (CA) services from October 25, 2021 throughout the duration of the construction contract time and substantial completion. With the increase in total contract time, many standard Construction Phase Services tasks remain unimpacted by the increase and are noted to that regard in the fee summary, however the following tasks are directly associated with the project duration:

- i. Daily Project Administration
- ii. Supplemental Site Visits
- iii. Coordination with Subconsultants

2. Special / Additional Services revisions –

- a. Due to the additional testing required on various construction materials utilized throughout the extended project duration, there are additional subconsultant fees for S&ME, who is the QA Testing firm for the project..
- b. Similar to that discussed in Item 1 above, the RPR's project inspection time and associated expenses previously provide for services associated with the previously coordinated contract times and subsequent extensions. This WA2R(C) includes the additional time and expenses required to complete the project inspection services.
 - i. Although the time period covered by this WA2R(C) did not require full time inspection, there were an additional 42 calendar days where the RPR was required to be on site for the full workday (9 hrs).
 - ii. In addition to the full workdays, the RPR was required to provide Supplemental Inspection services periodically throughout the extended project duration.

The following pages provide additional Scope of Work descriptions for this WA2R(BC), required in addition to the previously coordinated original P&P Work Authorization No. 2.

I. SCOPE OF SERVICES:

The scope of work for this Work Authorization includes:

1. Additional Construction Phase Services
2. Special / Additional Services
 - a. Resident Project Representative Services
 - b. Subcontracted QA Testing Services

A. WORK TASKS DESCRIPTIONS

i) **BASIC SERVICES:** The **CONSULTANT** shall perform the following Basic Services for the project as outlined in Exhibit C of the Master Agreement and per below:

(1) **Additional Construction Phase Services:** Upon reaching the previous contract time described in WA2R(B), the **CONSULTANT** shall proceed with extended additional construction phase services associated with an extended additional construction project duration. These services shall be as previously described in Article 5 of WA2 and specified herein. Applicable scope items from Article (5) "Construction and Close-Out Phase":

- 5.e, 5.h, 5.i, 5.j, 5.l, 5.m, 5.n, and 5.t

(2) **SPECIAL AND ADDITIONAL SERVICES:** The **CONSULTANT** shall perform the following Special Services as outlined in Exhibit A of the Master Agreement:

(a) **Resident Project Representative Services:** Provide resident project representative (RPR) services during construction. The representative is anticipated to be on the site as follows:

- a. 42 additional full days for remaining duration of project
 - i. 9 hours per day (8 hrs regular time with 1 hr overtime)
- b. Additional hours are anticipated for supplemental inspections by the RPR as needed to adequately cover the project inspection requirements.

(b) **Subconsultant Services:** Provide additional Quality Assurance Testing services necessary to test and monitor the construction materials utilized during the extended additional construction period.

B. GENERAL ASSUMPTIONS

- i. Additional Construction Phase Services
 - a. Supplemental Site visits will be scheduled.

II. SCHEDULE:

This WA2R(C) covers the extended Additional Services required to cover through Substantial Completion of March 1, 2022:

The **OWNER** agrees to compensate the **CONSULTANT** for services performed for the work described herein as summarized on the Work Authorization No. 2R(C) cover sheet and detailed in the attached Fee Spreadsheets as Attachment B.

This document is an attachment to be considered the detailed Scope of Services for Work Authorization No. 2R(C), including the following attachments.

Attachments: Attachment B – WA2R(C) Fee Spreadsheet(s)

PROJECT DESCRIPTION: AVL - Expand Terminal Apron - South (Approx. 13,500k SY)	DATE PREPARED: January 19, 2023
PREPARED BY: Parrish and Partners of North Carolina, PLLC	P&P PROJ NO: 1217 (WA#2R(C))

Professional Services Fee Summary

	Add'l Fee
--	------------------

Add'l Const. Phase Services

Labor	-	\$8,126.59	
Reimbursable Expenses	-	\$213.70	
	SubTotal:	-	\$8,340.29
	USE -->	-	\$8,340.00

Add'l Special / Additional Services

Labor	-	\$43,873.85
Subconsultant Costs	-	\$44,336.25
Reimbursable Expenses	-	\$9,788.74
	SubTotal:	\$97,998.84
	USE -->	\$97,998.84

Total WA No. 2R(C) Amount:	\$106,338.84
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PROJECT DESCRIPTION: AVL - Expand Terminal Apron - South (Approx. 13,500k SY)	DATE PREPARED: January 19, 2023
PREPARED BY: Parrish and Partners of North Carolina, PLLC	P&P PROJ NO: 1217 (WA#2R(C))

TASK NUMBER	SPECIAL SERVICES ENGINEERING SERVICES TASK DESCRIPTION	Employee Classifications								SUBTOTAL
		Principal	Proj. Manager/ Sr. Engineer	Engineer	Civil Associate	Technician	Technical Assistant	Resident Project Representative Regular Time	Resident Project Representative Over Time	
TASKS										
Add'l Special / Additional Services										
RPR Services										
1	Attend Pre Construction Conference (1)									0
2	Project Initiation and Mobilize to Project Site									0
3	Project Inspection									0
3a	42 Days => 9 hrs / Day							336	42	378
3b	Supplemental Insp							63	6	69
4	Project Closeout (1 Week)									0
5	Demobilize from Project Site									0
SUBTOTAL HOURS/CLASSIFICATION:		0	0	0	0	0	0	399	48	
BASIC HOURLY RATE								\$39.02	\$47.15	
TOTAL PER CLASSIFICATION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,568.98	\$2,263.20	
TOTAL LABOR COSTS										\$17,832.18

Audited Overhead Rate	125%	\$22,290.23	
Subtotal		\$40,122.41	(1)
Profit	9%	\$3,611.02	(2)
Cost of Capital	0.35%	140.43	(3)
TOTAL (1) + (2) + (3)		\$43,873.85	

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Gas Reimb; 4WD Truck (20 mi/day @ 42 days)	840	Mile	\$0.20	\$168.00
Gas Reimb; 4WD Truck (mob/de-mob)	0	Mile	\$0.20	\$0.00
CEI - 4WD Truck (42)	42	Days	\$50.00	\$2,100.00
GSA Per Diem (42)	42	Days	\$178.00	\$7,476.00
Printing/Reproduction	0	LS	\$150.00	\$0.00
Supplies	1	LS	\$44.74	\$44.74
TOTAL DIRECT NON-SALARY COST:				\$9,788.74

RPR Services:	\$53,662.59
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Subconsultant and Additional Services										
1										0
2										0
3										0
3a										0
4										0
5										0
SUBTOTAL HOURS/CLASSIFICATION:		0	0	0	0	0	0	0	0	
BASIC HOURLY RATE		\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88			
TOTAL PER CLASSIFICATION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL LABOR COSTS										\$0.00

Audited Overhead Rate	180%	\$0.00	
Subtotal		\$0.00	(1)
Profit	9%	\$0.00	(2)
Cost of Capital	0.35%	0.00	(3)
TOTAL (1) + (2) + (3)		\$0.00	

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	0	Mile	\$0.545	\$0.00
Per Diem	0	Trip	\$56.00	\$0.00
Reproduction/Shipping	0	LS	\$200.00	\$0.00
B. Subconsultant Fees				
Additional QA Testing Services - S&ME	1	LS	\$44,336.25	\$44,336.25
	0	LS	\$0.00	\$0.00
	0	LS	\$0.00	\$0.00
	0	LS	\$0.00	\$0.00
	0	LS	\$0.00	\$0.00
	0	LS	\$0.00	\$0.00
Subconsultant Fixed Fee	0	LS	\$0.00	\$0.00
TOTAL DIRECT NON-SALARY COST:				\$44,336.25

(0 Trips @ 260 mi./trip)

Subconsultant / Additional Services:	\$44,336.25
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Lump Sum Amount	\$97,998.00
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MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: February 3, 2023

ITEM DESCRIPTION – New Business Item E

Approval of Budget for Enabling Pre-construction Work for South Parking Lot

BACKGROUND

As the Board is aware, Airport staff is progressing the design of the South Parking Lot for the property south of the Marathon Gas Station. This design is scheduled to be complete in the late spring of this year.

In order to prepare the site for the construction to begin this summer, it is necessary to undertake enabling work now. The scope of this enabling work includes:

- Erosion control measures
- Tree removal (this will provide a credit to the project for harvesting)
- Site clearing, mulch and seed

Work to be undertaken now will ensure that enabling work is complete in time for construction of the parking lot this summer. The parking lot is presently under design and scheduled to be bid in Spring, with completion in time to be in service by Thanksgiving this year. Award of the parking lot construction contract will be presented to the Board for approval once bidding is complete.

ISSUES

This enabling work needs to be complete by March 31, 2023 in order to accommodate construction of the parking lot this summer.

New Business – Item E



ALTERNATIVES

The Board could elect to not move forward with this work. However, this would delay this project for approximately one year.

FISCAL IMPACT

The total estimated cost for this work is \$200,000.00. This will be funded utilizing Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the budget for the South Parking Lot project enabling work in the amount of \$200,000.00; (2) authorize the President and CEO to execute the necessary documents; and (3) amend the FY2022/2023 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements	_____	<u>\$200,000.00</u>
Totals	_____	<u>\$200,000.00</u>

This will result in a net increase of \$200,000.00 in the appropriations. Revenues will be revised as follows:



REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	_____ \$200,000.00
Totals	_____	_____ \$200,000.00

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

Adopted this 3rd day of February 2023.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: February 3, 2023

ITEM DESCRIPTION – Information Section Item A

December, 2022 Traffic Report – Asheville Regional Airport

SUMMARY

December, 2022 overall passenger traffic numbers were up 25.1% compared to the same period last year. Passenger traffic numbers reflect a 25.0% increase in passenger enplanements from December, 2021. Enplanements for Fiscal Year to Date total 528,967, which is an 18.0% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in December 2022 were up by 19.2%. There were 10 flight cancellations for the month.

American Airlines: American's December 2022 passenger enplanements represent a 27.6% increase over the same period last year. There were 4 flight cancellations for the month.

Delta Airlines: Enplanements for Delta in December 2022 increased by 46.4%. There were no flight cancellations for the month.

Sun Country: Sun Country saw an increase in enplanements by 20.9% compared to December, 2021. There were no flight cancellations for the month.

United Airlines: In December 2022, United Airlines saw an increase in enplanements by 4.0% over the same period last year. There were 4 flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

December, 2022



Category	Dec 2022	Dec 2021	Percentage Change	*CYTD-2022	**CYTD-2021	Percentage Change	*MOV12-2022	**MOV12-2021	Percentage Change
Passenger Traffic									
Enplaned	79,124	63,288	25.0%	922,816	716,015	28.9%	922,816	716,015	28.9%
Deplaned	79,408	63,388	25.3%	915,977	712,251	28.6%	915,977	712,251	28.6%
Total	158,532	126,676	25.1 %	1,838,793	1,428,266	28.7 %	1,838,793	1,428,266	28.7 %
Aircraft Operations									
Airlines	1,474	1,094	34.7%	16,918	14,103	20.0%	16,918	14,103	20.0%
Commuter/AirTaxi	528	788	-33.0%	9,956	12,588	-20.9%	9,956	12,588	-20.9%
Subtotal	2,002	1,882	6.4 %	26,874	26,691	0.7 %	26,874	26,691	0.7 %
GeneralAviation	2,609	3,342	-21.9%	47,017	44,645	5.3%	47,017	44,645	5.3%
Military	324	505	-35.8%	5,140	4,402	16.8%	5,140	4,402	16.8%
Subtotal	2,933	3,847	-23.8 %	52,157	49,047	6.3 %	52,157	49,047	6.3 %
Total	4,935	5,729	-13.9 %	79,031	75,738	4.3 %	79,031	75,738	4.3 %
Fuel Gallons									
FF-100LL	5,515	16,108	-65.8%	170,022	183,510	-7.4%	170,022	183,510	-7.4%
FF-JETA-GA	135,167	89,463	51.1%	1,910,703	1,853,002	3.1%	1,910,703	1,853,002	3.1%
Subtotal	140,682	105,571	33.3 %	2,080,725	2,036,512	2.2 %	2,080,725	2,036,512	2.2 %
FF-JETA-AL	730,824	598,271	22.2%	8,768,463	7,918,931	10.7%	8,768,463	7,918,931	10.7%
Subtotal	730,824	598,271	22.2 %	8,768,463	7,918,931	10.7 %	8,768,463	7,918,931	10.7 %
Total	871,506	703,842	23.8 %	10,849,188	9,955,443	9.0 %	10,849,188	9,955,443	9.0 %

*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

December, 2022



	Dec 2022	Dec 2021	Percentage Change	*CYTD-2022	**CYTD-2021	Percentage Change
Allegiant Air						
Enplanements	37,469	31,446	19.2%	411,002	335,365	22.6%
Seats	45,522	44,280	2.8%	498,846	485,280	2.8%
Load Factor	82.0 %	71.0 %	15.5%	82.0 %	69.0 %	18.8%
American Airlines						
Enplanements	18,493	14,499	27.6%	238,145	190,510	25.0%
Seats	24,186	16,650	45.3%	285,237	248,375	14.8%
Load Factor	76.0 %	87.0 %	-12.6%	83.0 %	77.0 %	7.8%
Delta Air Lines						
Enplanements	17,078	11,664	46.4%	190,352	120,710	57.7%
Seats	20,252	16,059	26.1%	236,245	188,951	25.0%
Load Factor	84.0 %	73.0 %	15.1%	81.0 %	64.0 %	26.6%
JetBlue Airways						
Enplanements	0	0	0.0%	6,167	0	0.0%
Seats	0	0	0.0%	7,300	0	0.0%
Load Factor	0.0 %	0.0 %	0.0%	84.0 %	0.0 %	0.0%
Sun Country						
Enplanements	1,287	1,065	20.9%	17,595	3,121	463.8%
Seats	1,674	1,206	38.8%	21,594	3,618	496.9%
Load Factor	77.0 %	88.0 %	-12.5%	81.0 %	86.0 %	-5.8%
United Airlines						
Enplanements	4,797	4,614	4.0%	59,555	66,309	-10.2%
Seats	6,100	4,240	43.9%	67,401	68,355	-1.4%
Load Factor	79.0 %	109.0 %	-27.5%	88.0 %	97.0 %	-9.3%
Totals						
Enplanements	79,124	63,288	25.0%	922,816	716,015	29.0%
Seats	97,734	82,435	19.0%	1,116,623	994,579	12.0%
Load Factor	81.0 %	77.0 %	5.2%	83.0 %	72.0 %	15.3%

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

**Previous Year does not include charter activity.

Airline Flight Completions Asheville Regional Airport December, 2022

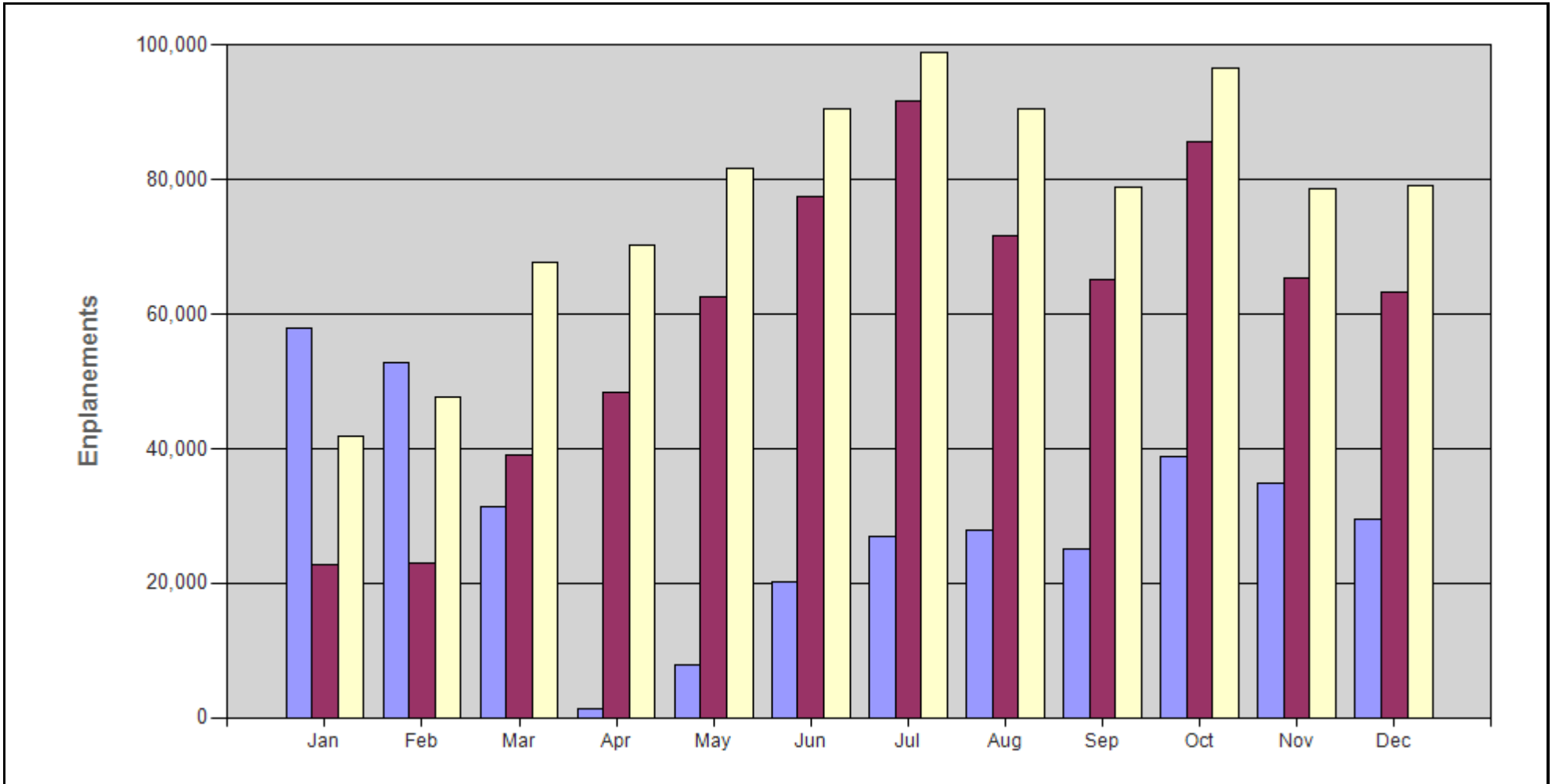


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	272	0	0	0	10	10	96.3%
American Airlines	262	0	0	4	0	4	98.5%
Delta Air Lines	211	0	0	0	0	0	100.0%
Sun Country	9	0	0	0	0	0	100.0%
United Airlines	103	0	3	1	0	4	96.1%
Total	857	0	3	5	10	18	97.9%

Monthly Enplanements By Year

Asheville Regional Airport

December, 2022

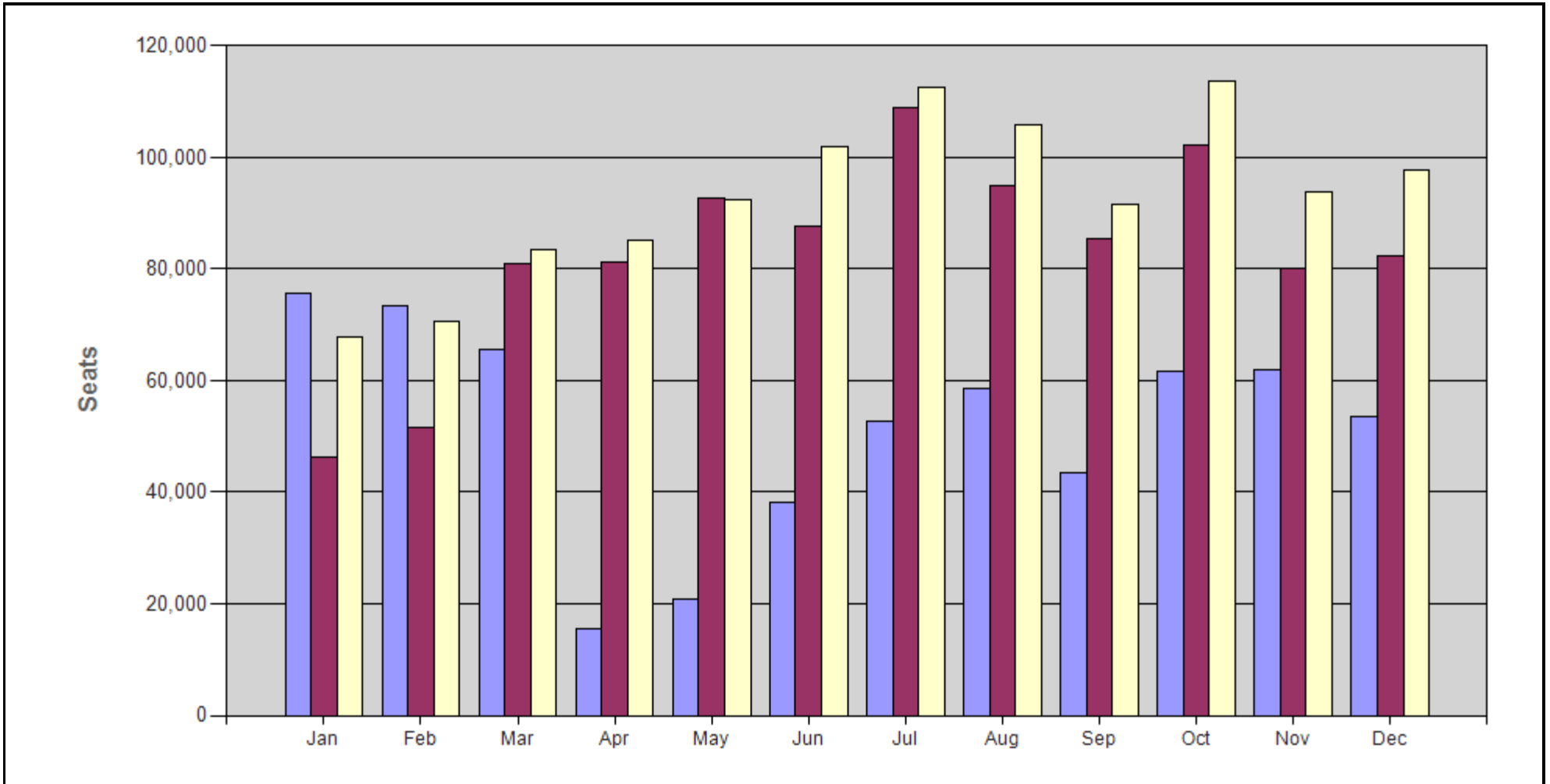


		1	2	3	4	5	6	7	8	9	10	11	12
	2020	58,017	52,746	31,418	1,210	7,717	20,183	27,034	27,853	25,151	38,732	34,804	29,543
	2021	22,658	22,977	39,029	48,371	62,546	77,489	91,609	71,735	65,120	85,762	65,431	63,288
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124

Monthly Seats By Year

Asheville Regional Airport

December, 2022

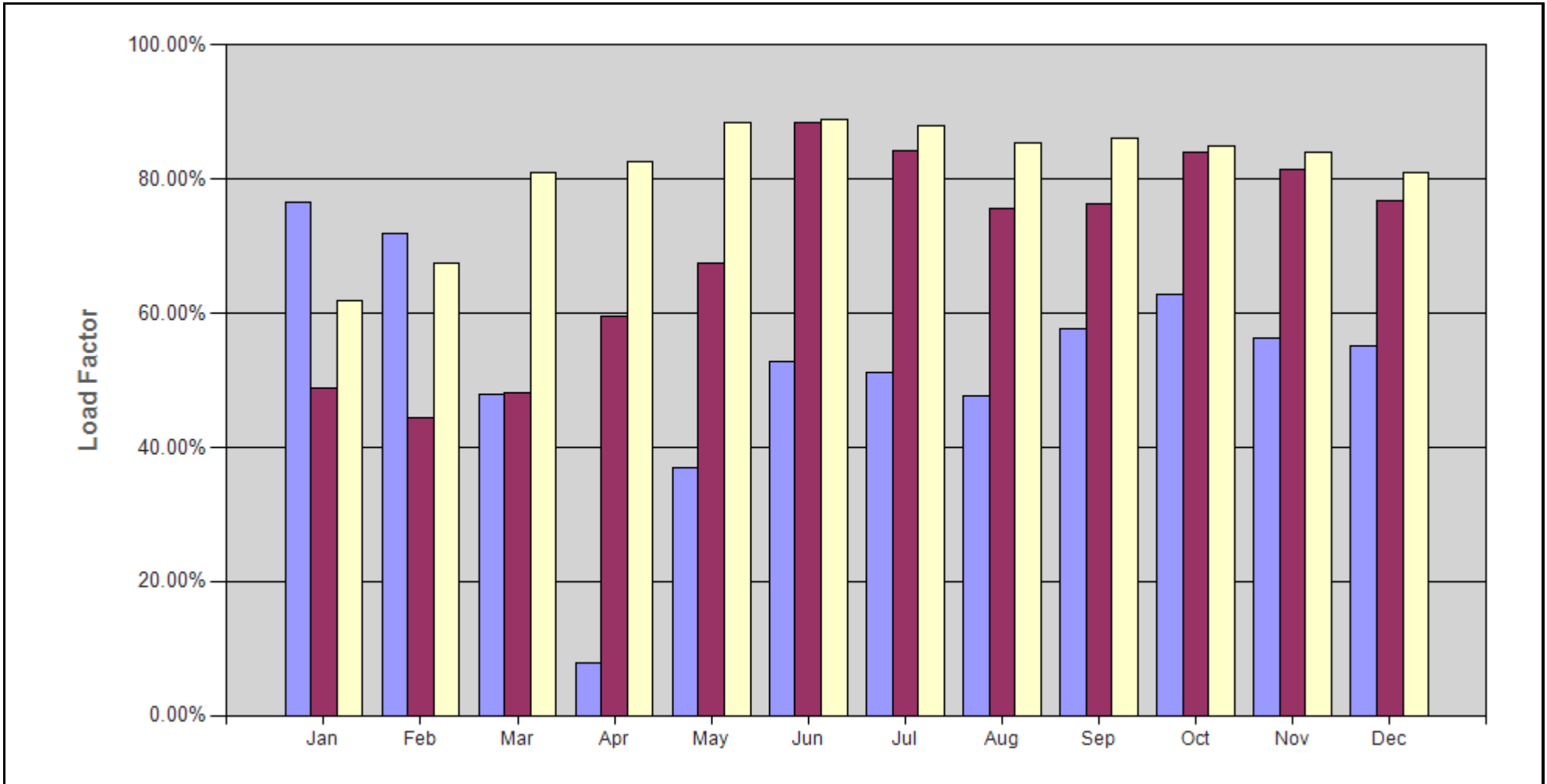


		1	2	3	4	5	6	7	8	9	10	11	12
	2020	75,730	73,376	65,580	15,664	20,829	38,310	52,735	58,458	43,633	61,605	61,840	53,565
	2021	46,325	51,620	80,905	81,345	92,780	87,651	108,793	94,971	85,335	102,158	80,261	82,435
	2022	67,869	70,496	83,511	85,136	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734

Monthly Load Factors By Year

Asheville Regional Airport

December, 2022

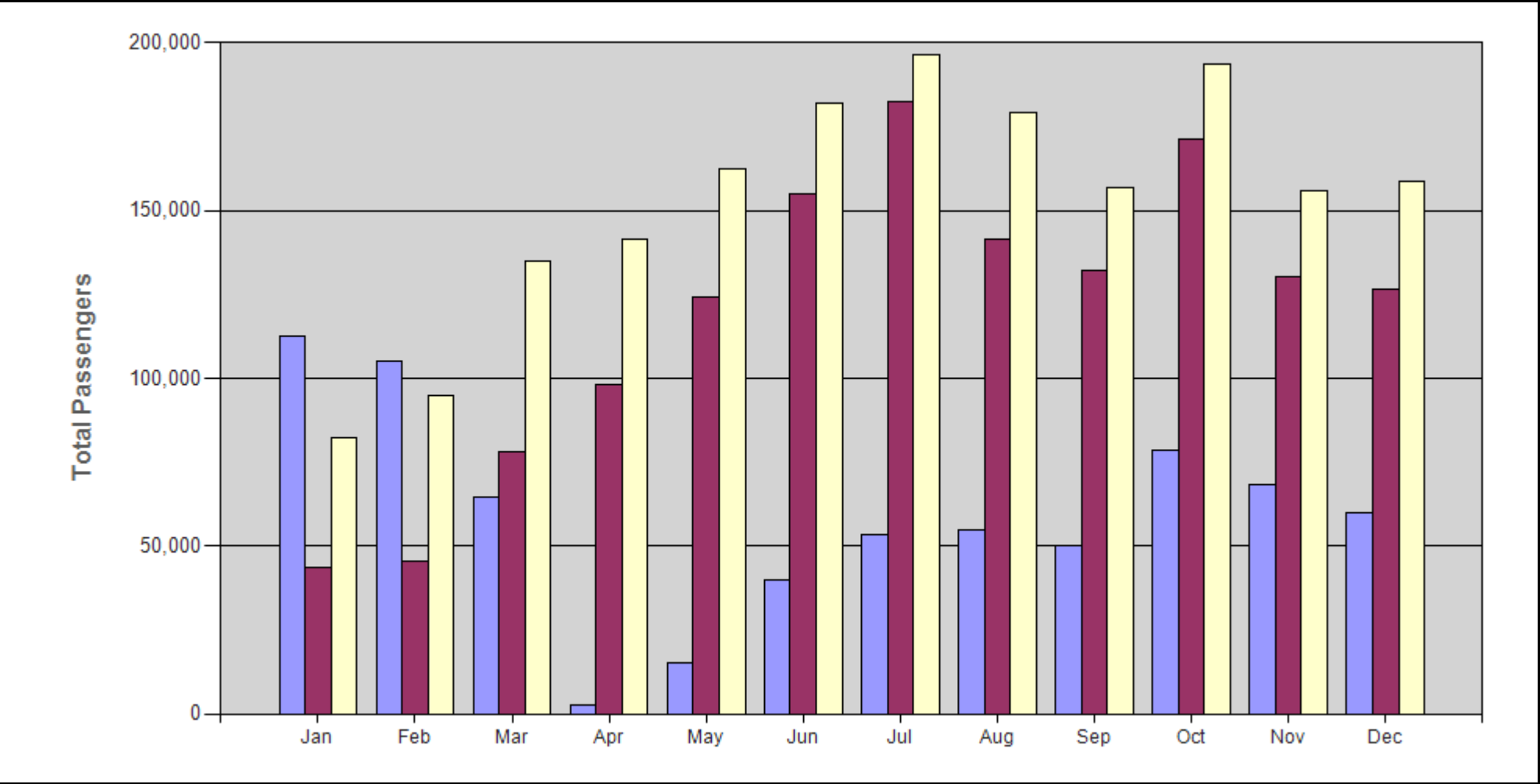


		1	2	3	4	5	6	7	8	9	10	11	12
	2020	76.61%	71.88%	47.91%	7.72%	37.05%	52.68%	51.26%	47.65%	57.64%	62.87%	56.28%	55.15%
	2021	48.91%	44.51%	48.24%	59.46%	67.41%	88.41%	84.20%	75.53%	76.31%	83.95%	81.52%	76.77%
	2022	61.77%	67.57%	81.04%	82.65%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%

Total Monthly Passengers By Year

Asheville Regional Airport

December, 2022

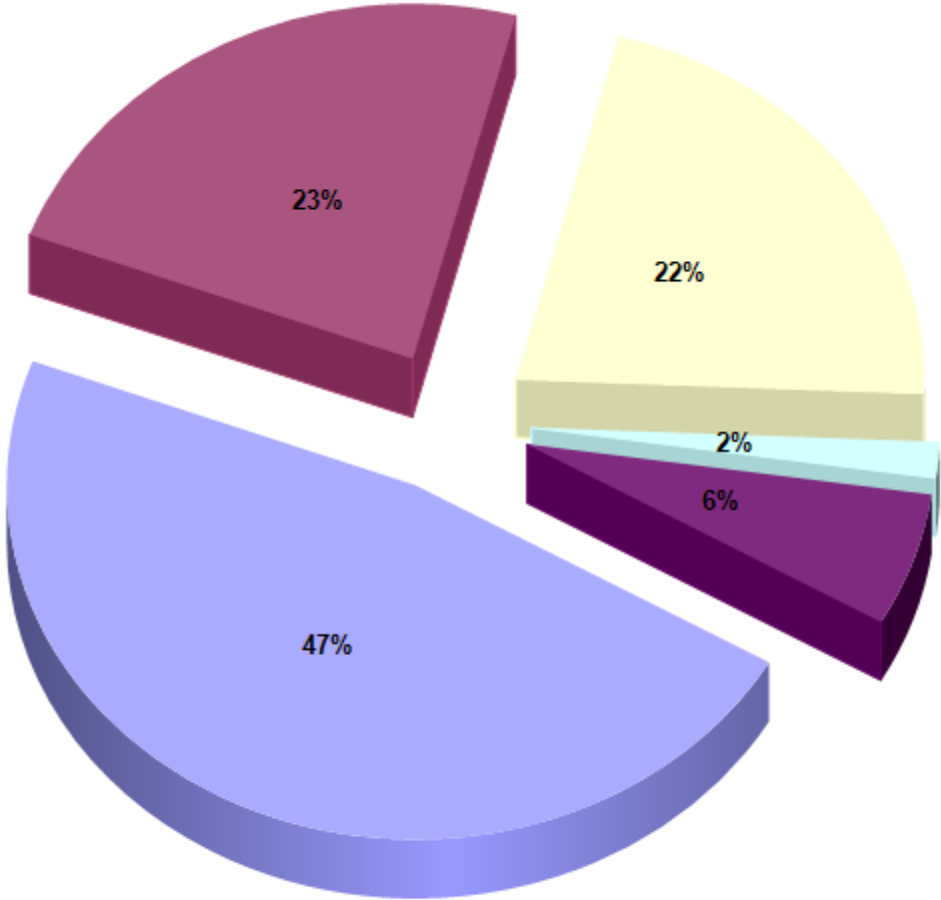


		1	2	3	4	5	6	7	8	9	10	11	12
	2020	112,660	105,336	64,792	2,368	15,096	39,669	53,309	55,005	50,320	78,416	68,229	59,772
	2021	43,630	45,617	77,862	97,905	124,151	154,749	182,470	141,577	132,022	171,476	130,131	126,676
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

December, 2022



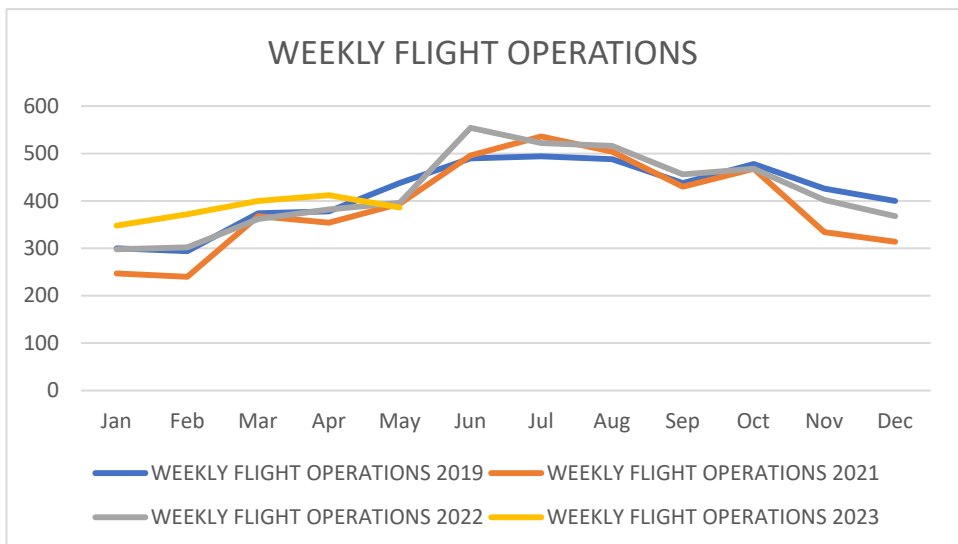
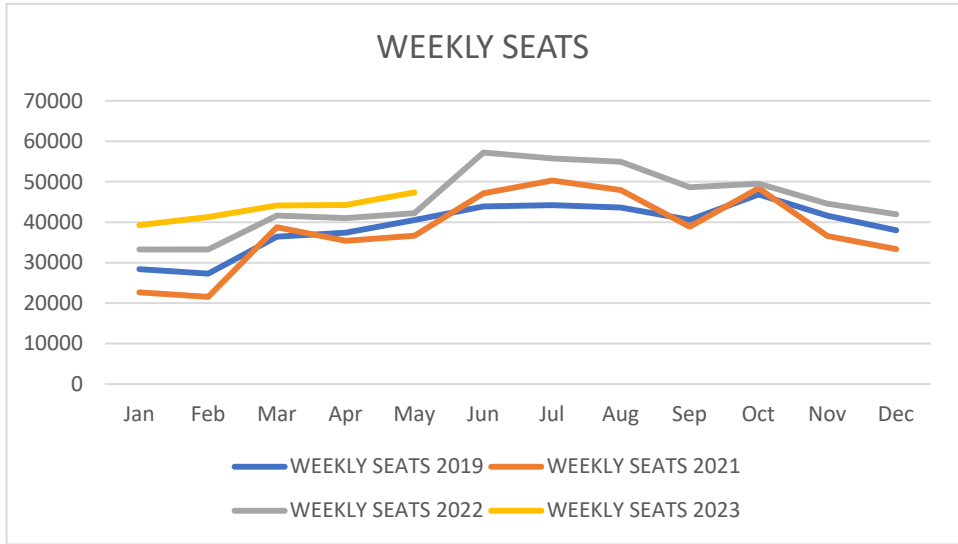
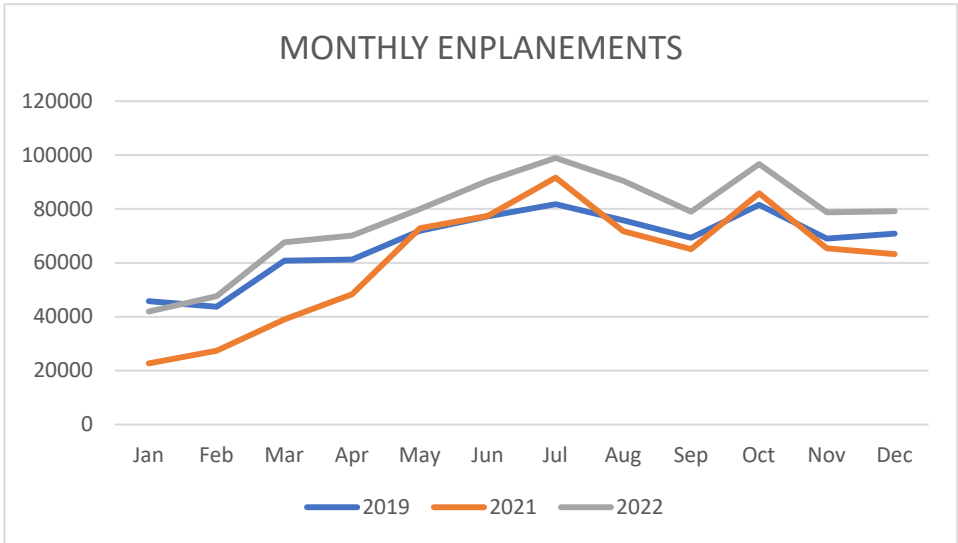
Allegiant Air American Airlines Delta Air Lines Sun Country United Airlines

AVL - Three month schedule Summary Report
 March 2023 to May 2023 vs. March 2022 to May 2022 vs. March 2021 to May 2021
 25-Jan-23

Mkt AI	Travel Period			Mar 2023		Mar 2022		Mar 2021		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week
AA	AUS-AVL	AUS	0	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	41	3,792	38	2,888	46	3,364	3	904	7.9%	31.3%	(5)	428	(10.9%)	12.7%	
AA	CLT-AVL	CLT	41	3,792	38	2,888	46	3,364	3	904	7.9%	31.3%	(5)	428	(10.9%)	12.7%	
AA	AVL-DCA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-	
AA	DCA-AVL	DCA	7	455	0	0	0	0	7	455	-	-	7	455	-	-	
AA	AVL-DFW	AVL	14	1,064	7	532	14	1,064	7	532	100.0%	100.0%	0	0	0.0%	0.0%	
AA	DFW-AVL	DFW	14	1,064	7	532	14	1,064	7	532	100.0%	100.0%	0	0	0.0%	0.0%	
AA	AVL-LGA	AVL	7	477	0	0	0	0	7	477	-	-	7	477	-	-	
AA	LGA-AVL	LGA	7	477	0	0	0	0	7	477	-	-	7	477	-	-	
AA	AVL-MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
AA	MIA-AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
AA	AVL-ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
AA	ORD-AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
AA	AVL-PHL	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
AA	PHL-AVL	PHL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
B6	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
B6	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
DL	ATL-AVL	ATL	39	4,290	32	3,520	39	2,964	7	770	21.9%	21.9%	0	1,326	0.0%	44.7%	
DL	AVL-ATL	AVL	39	4,290	32	3,520	39	2,964	7	770	21.9%	21.9%	0	1,326	0.0%	44.7%	
DL	AVL-DTW	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
DL	DTW-AVL	DTW	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
DL	AVL-LGA	AVL	13	952	13	916	0	0	0	36	0.0%	3.9%	13	952	-	-	
DL	LGA-AVL	LGA	13	952	13	916	0	0	0	36	0.0%	3.9%	13	952	-	-	
DL	AVL-MSP	AVL	1	132	0	0	0	0	1	132	-	-	1	132	-	-	
DL	MSP-AVL	MSP	1	132	0	0	0	0	1	132	-	-	1	132	-	-	
G4	AUS-AVL	AUS	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%	
G4	AVL-AUS	AVL	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%	
G4	AVL-BOS	AVL	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%	
G4	BOS-AVL	BOS	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%	
G4	AVL-BWI	AVL	2	312	2	354	2	312	0	(42)	0.0%	(11.9%)	0	0	0.0%	0.0%	
G4	BWI-AVL	BWI	2	312	2	354	2	312	0	(42)	0.0%	(11.9%)	0	0	0.0%	0.0%	
G4	AVL-DEN	AVL	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%	
G4	DEN-AVL	DEN	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%	
G4	AVL-EWR	AVL	2	342	4	666	2	354	(2)	(324)	(50.0%)	(48.6%)	0	(12)	0.0%	(3.4%)	
G4	EWR-AVL	EWR	2	342	4	666	2	354	(2)	(324)	(50.0%)	(48.6%)	0	(12)	0.0%	(3.4%)	
G4	AVL-EYW	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-	
G4	EYW-AVL	EYW	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-	
G4	AVL-FLL	AVL	12	2,043	16	2,706	19	3,363	(4)	(663)	(25.0%)	(24.5%)	(7)	(1,320)	(36.8%)	(39.3%)	
G4	FLL-AVL	FLL	12	2,043	16	2,706	19	3,363	(4)	(663)	(25.0%)	(24.5%)	(7)	(1,320)	(36.8%)	(39.3%)	
G4	AVL-HOU	AVL	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)	
G4	HOU-AVL	HOU	2	312	2	354	2	354	0	(42)	0.0%	(11.9%)	0	(42)	0.0%	(11.9%)	
G4	AVL-LAS	AVL	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%	
G4	LAS-AVL	LAS	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%	
G4	AVL-MDW	AVL	2	312	2	312	2	354	0	0	0.0%	0.0%	0	(42)	0.0%	(11.9%)	
G4	MDW-AVL	MDW	2	312	2	312	2	354	0	0	0.0%	0.0%	0	(42)	0.0%	(11.9%)	
G4	AVL-MSP	AVL	2	342	2	354	0	0	0	(12)	0.0%	(3.4%)	2	342	-	-	
G4	MSP-AVL	MSP	2	342	2	354	0	0	0	(12)	0.0%	(3.4%)	2	342	-	-	
G4	AVL-PBI	AVL	2	312	2	312	2	354	0	0	0.0%	0.0%	0	(42)	0.0%	(11.9%)	
G4	PBI-AVL	PBI	2	312	2	312	2	354	0	(12)	0.0%	(3.4%)	0	(12)	0.0%	(3.4%)	
G4	AVL-PGD	AVL	4	744	5	801	3	531	(1)	(57)	(20.0%)	(7.1%)	1	213	33.3%	40.1%	
G4	PGD-AVL	PGD	4	744	5	801	3	531	(1)	(57)	(20.0%)	(7.1%)	1	213	33.3%	40.1%	
G4	AVL-PIE	AVL	6	1,056	9	1,557	9	1,593	(3)	(501)	(33.3%)	(32.2%)	(3)	(537)	(33.3%)	(33.7%)	
G4	PIE-AVL	PIE	6	1,056	9	1,557	9	1,593	(3)	(501)	(33.3%)	(32.2%)	(3)	(537)	(33.3%)	(33.7%)	
G4	AVL-SFB	AVL	8	1,488	9	1,554	11	1,863	(1)	(66)	(11.1%)	(4.2%)	(3)	(375)	(27.3%)	(20.1%)	
G4	SFB-AVL	SFB	8	1,488	9	1,554	11	1,863	(1)	(66)	(11.1%)	(4.2%)	(3)	(375)	(27.3%)	(20.1%)	
G4	AVL-SRQ	AVL	2	372	2	333	2	354	0	39	0.0%	11.7%	0	18	0.0%	5.1%	
G4	SRQ-AVL	SRQ	2	372	2	333	2	354	0	39	0.0%	11.7%	0	18	0.0%	5.1%	
G4	AVL-VPS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
G4	VPS-AVL	VPS	0	0	0	0	0	0	0	0	-	-	0	0	-	-	
SY	AVL-MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-	
SY	MSP-AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-	
UA	AVL-EWR	AVL	7	490	7	350	0	0	0	140	0.0%	40.0%	7	490	-	-	
UA	EWR-AVL	EWR	7	490	7	350	0	0	0	140	0.0%	40.0%	7	490	-	-	
UA	AVL-IAD	AVL	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)	
UA	IAD-AVL	IAD	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)	
UA	AVL-ORD	AVL	21	1,050	14	700	11	550	7	350	50.0%	50.0%	10	500	90.9%	90.9%	
UA	ORD-AVL	ORD	21	1,050	14	700	11	550	7	350	50.0%	50.0%	10	500	90.9%	90.9%	
Total			412	45,018	356	40,510	368	38,780	56	4,508	15.7%	11.1%	44	6,238	12.0%	16.1%	

Mkt AI	Travel Period		Apr 2023		Apr 2022		Apr 2021		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	41	3,116	42	2,674	40	2,930	(1)	442	(2.4%)	16.5%	1	186	2%	6%
AA	CLT-AVL	CLT	41	3,116	42	2,674	40	2,930	(1)	442	(2.4%)	16.5%	1	186	2%	6%
AA	AVL-DCA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	DCA-AVL	DCA	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	AVL-DFW	AVL	7	896	14	910	14	1,064	(7)	(14)	(50.0%)	(1.5%)	(7)	(168)	-50%	-16%
AA	DFW-AVL	DFW	7	896	14	910	14	1,064	(7)	(14)	(50.0%)	(1.5%)	(7)	(168)	-50%	-16%
AA	AVL-LGA	AVL	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	LGA-AVL	LGA	7	455	0	0	0	0	7	455	-	-	7	455	-	-
AA	AVL-MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	7	350	0	0	7	350	7	350	-	-	0	0	0%	0%
AA	PHL-AVL	PHL	7	350	0	0	7	350	7	350	-	-	0	0	0%	0%
B6	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL	38	4,180	36	3,720	41	2,960	2	460	5.6%	12.4%	(3)	1,220	-7%	41%
DL	AVL-ATL	AVL	38	4,180	36	3,720	41	2,960	2	460	5.6%	12.4%	(3)	1,220	-7%	41%
DL	AVL-LGA	AVL	13	916	13	988	0	0	0	(72)	0.0%	(7.3%)	13	916	-	-
DL	LGA-AVL	LGA	13	916	13	988	0	0	0	(72)	0.0%	(7.3%)	13	916	-	-
DL	AVL-MSP	AVL	3	471	1	132	0	0	2	339	200.0%	256.8%	3	471	-	-
DL	MSP-AVL	MSP	3	471	1	132	0	0	2	339	200.0%	256.8%	3	471	-	-
G4	AUS-AVL	AUS	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%
G4	AVL-AUS	AVL	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%
G4	AVL-BOS	AVL	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%
G4	BOS-AVL	BOS	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%
G4	AVL-BWI	AVL	2	342	2	354	2	354	0	(12)	0.0%	(3.4%)	0	(12)	0.0%	(3.4%)
G4	BWI-AVL	BWI	2	342	2	354	2	354	0	(12)	0.0%	(3.4%)	0	(12)	0.0%	(3.4%)
G4	AVL-DEN	AVL	2	312	2	354	1	177	0	(42)	0.0%	(11.9%)	1	135	100.0%	76.3%
G4	DEN-AVL	DEN	2	312	2	354	1	177	0	(42)	0.0%	(11.9%)	1	135	100.0%	76.3%
G4	AVL-EWR	AVL	3	558	4	666	3	531	(1)	(108)	(25.0%)	(16.2%)	0	27	0.0%	5.1%
G4	EWR-AVL	EWR	3	558	4	666	3	531	(1)	(108)	(25.0%)	(16.2%)	0	27	0.0%	5.1%
G4	AVL-EYW	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	EYW-AVL	EYW	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	AVL-FLL	AVL	12	2,022	13	2,217	13	2,301	(1)	(195)	(7.7%)	(8.8%)	(1)	(279)	(7.7%)	(12.1%)
G4	FLL-AVL	FLL	12	2,022	13	2,217	13	2,301	(1)	(195)	(7.7%)	(8.8%)	(1)	(279)	(7.7%)	(12.1%)
G4	AVL-HOU	AVL	2	342	2	354	2	354	0	(12)	0.0%	(3.4%)	0	(12)	0.0%	(3.4%)
G4	HOU-AVL	HOU	2	342	2	354	2	354	0	(12)	0.0%	(3.4%)	0	(12)	0.0%	(3.4%)
G4	AVL-LAS	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	LAS-AVL	LAS	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-MDW	AVL	2	342	2	312	1	177	0	30	0.0%	9.6%	1	165	100.0%	93.2%
G4	MDW-AVL	MDW	2	342	2	312	1	177	0	30	0.0%	9.6%	1	165	100.0%	93.2%
G4	AVL-MSP	AVL	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	MSP-AVL	MSP	2	372	2	354	0	0	0	18	0.0%	5.1%	2	372	-	-
G4	AVL-PBI	AVL	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%
G4	PBI-AVL	PBI	2	372	2	354	2	354	0	18	0.0%	5.1%	0	18	0.0%	5.1%
G4	AVL-PGD	AVL	4	744	5	843	2	354	(1)	(99)	(20.0%)	(11.7%)	2	390	100.0%	110.2%
G4	PGD-AVL	PGD	4	744	5	843	2	354	(1)	(99)	(20.0%)	(11.7%)	2	390	100.0%	110.2%
G4	AVL-PIE	AVL	6	1,026	8	1,431	8	1,470	(2)	(405)	(25.0%)	(28.3%)	(2)	(444)	(25.0%)	(30.2%)
G4	PIE-AVL	PIE	6	1,026	8	1,431	8	1,470	(2)	(405)	(25.0%)	(28.3%)	(2)	(444)	(25.0%)	(30.2%)
G4	AVL-SFB	AVL	6	1,038	7	1,248	10	1,770	(1)	(210)	(14.3%)	(16.8%)	(4)	(732)	(40.0%)	(41.4%)
G4	SFB-AVL	SFB	6	1,038	7	1,248	10	1,770	(1)	(210)	(14.3%)	(16.8%)	(4)	(732)	(40.0%)	(41.4%)
G4	AVL-SRQ	AVL	2	372	1	156	2	354	1	216	100.0%	138.5%	0	18	0.0%	5.1%
G4	SRQ-AVL	SRQ	2	372	1	156	2	354	1	216	100.0%	138.5%	0	18	0.0%	5.1%
G4	AVL-VPS	AVL	0	0	2	312	0	0	(2)	(312)	(100.0%)	(100.0%)	0	0	-	-
G4	VPS-AVL	VPS	0	0	2	312	0	0	(2)	(312)	(100.0%)	(100.0%)	0	0	-	-
SY	AVL-MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
SY	MSP-AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
UA	AVL-EWR	AVL	7	506	7	350	0	0	0	156	0.0%	44.6%	7	506	-	-
UA	EWR-AVL	EWR	7	506	7	350	0	0	0	156	0.0%	44.6%	7	506	-	-
UA	AVL-IAD	AVL	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	21	1,050	14	700	11	550	7	350	50.0%	50.0%	10	500	90.9%	90.9%
UA	ORD-AVL	ORD	21	1,050	14	700	11	550	7	350	50.0%	50.0%	10	500	90.9%	90.9%
Total			412	44,228	378	40,302	354	35,424	34	3,926	9.0%	9.7%	58	8,804	16.4%	24.9%

Mkt AI	Travel Period		May 2023		May 2022		May 2021		Diff YoY		Percent Diff YoY		Diff 2YoY		Percent Diff 2YoY	
	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AUS-AVL	AUS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-AUS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-CLT	AVL	40	4,210	50	3,564	47	3,286	(10)	646	(20.0%)	18.1%	(7)	924	(14.9%)	28.1%
AA	CLT-AVL	CLT	40	4,210	50	3,564	47	3,286	(10)	646	(20.0%)	18.1%	(7)	924	(14.9%)	28.1%
AA	AVL-DCA	AVL	7	532	7	532	1	65	0	0	0.0%	0.0%	6	467	600.0%	718.5%
AA	DCA-AVL	DCA	7	532	7	532	1	65	0	0	0.0%	0.0%	6	467	600.0%	718.5%
AA	AVL-DFW	AVL	7	896	14	987	14	1,064	(7)	(91)	(50.0%)	(9.2%)	(7)	(168)	(50.0%)	(15.8%)
AA	DFW-AVL	DFW	7	896	14	987	14	1,064	(7)	(91)	(50.0%)	(9.2%)	(7)	(168)	(50.0%)	(15.8%)
AA	AVL-LGA	AVL	7	466	0	0	1	65	7	466	-	-	6	401	600.0%	616.9%
AA	LGA-AVL	LGA	7	466	0	0	1	65	7	466	-	-	6	401	600.0%	616.9%
AA	AVL-MIA	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	MIA-AVL	MIA	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-ORD	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	ORD-AVL	ORD	0	0	0	0	0	0	0	0	-	-	0	0	-	-
AA	AVL-PHL	AVL	7	350	0	0	6	300	7	350	-	-	1	50	16.7%	16.7%
AA	PHL-AVL	PHL	7	350	0	0	6	300	7	350	-	-	1	50	16.7%	16.7%
B6	AVL-BOS	AVL	0	0	0	0	0	0	0	0	-	-	0	0	-	-
B6	BOS-AVL	BOS	0	0	0	0	0	0	0	0	-	-	0	0	-	-
DL	ATL-AVL	ATL	38	4,180	32	3,520	48	3,310	6	660	18.8%	18.8%	(10)	870	(20.8%)	26.3%
DL	AVL-ATL	AVL	38	4,180	32	3,520	48	3,310	6	660	18.8%	18.8%	(10)	870	(20.8%)	26.3%
DL	AVL-LGA	AVL	13	916	13	988	7	490	0	(72)	0.0%	(7.3%)	6	426	85.7%	86.9%
DL	LGA-AVL	LGA	13	916	13	988	7	490	0	(72)	0.0%	(7.3%)	6	426	85.7%	86.9%
DL	AVL-MSP	AVL	3	471	1	110	0	0	2	361	200.0%	328.2%	3	471	-	-
DL	MSP-AVL	MSP	3	471	1	110	0	0	2	361	200.0%	328.2%	3	471	-	-
G4	AUS-AVL	AUS	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%
G4	AVL-AUS	AVL	2	372	2	312	2	354	0	60	0.0%	19.2%	0	18	0.0%	5.1%
G4	AVL-BOS	AVL	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%
G4	BOS-AVL	BOS	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%
G4	AVL-BWI	AVL	3	558	2	372	2	354	1	186	50.0%	50.0%	1	204	50.0%	57.6%
G4	BWI-AVL	BWI	3	558	2	372	2	354	1	186	50.0%	50.0%	1	204	50.0%	57.6%
G4	AVL-DEN	AVL	2	342	2	372	2	354	0	(30)	0.0%	(8.1%)	0	(12)	0.0%	(3.4%)
G4	DEN-AVL	DEN	2	342	2	372	2	354	0	(30)	0.0%	(8.1%)	0	(12)	0.0%	(3.4%)
G4	AVL-EWR	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	EWR-AVL	EWR	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-EYW	AVL	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	EYW-AVL	EYW	2	312	2	312	0	0	0	0	0.0%	0.0%	2	312	-	-
G4	AVL-FLL	AVL	12	2,127	11	1,869	12	2,124	1	258	9.1%	13.8%	0	3	0.0%	0.1%
G4	FLL-AVL	FLL	12	2,127	11	1,869	12	2,124	1	258	9.1%	13.8%	0	3	0.0%	0.1%
G4	AVL-HOU	AVL	2	342	0	0	2	354	2	342	-	-	0	(12)	0.0%	(3.4%)
G4	HOU-AVL	HOU	2	342	0	0	2	354	2	342	-	-	0	(12)	0.0%	(3.4%)
G4	AVL-LAS	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	LAS-AVL	LAS	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-MDW	AVL	2	342	2	342	2	354	0	0	0.0%	0.0%	0	(12)	0.0%	(3.4%)
G4	MDW-AVL	MDW	2	342	2	342	2	354	0	0	0.0%	0.0%	0	(12)	0.0%	(3.4%)
G4	AVL-MSP	AVL	0	0	2	342	0	0	(2)	(342)	(100.0%)	(100.0%)	0	0	-	-
G4	MSP-AVL	MSP	0	0	2	342	0	0	(2)	(342)	(100.0%)	(100.0%)	0	0	-	-
G4	AVL-PBI	AVL	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	PBI-AVL	PBI	2	372	2	372	2	354	0	0	0.0%	0.0%	0	18	0.0%	5.1%
G4	AVL-PGD	AVL	4	744	4	705	2	354	0	39	0.0%	5.5%	2	390	100.0%	110.2%
G4	PGD-AVL	PGD	4	744	4	705	2	354	0	39	0.0%	5.5%	2	390	100.0%	110.2%
G4	AVL-PIE	AVL	7	1,302	7	1,302	6	1,116	0	0	0.0%	0.0%	1	186	16.7%	16.7%
G4	PIE-AVL	PIE	7	1,302	7	1,302	6	1,116	0	0	0.0%	0.0%	1	186	16.7%	16.7%
G4	AVL-SFB	AVL	6	1,047	7	1,257	8	1,374	(1)	(210)	(14.3%)	(16.7%)	(2)	(327)	(25.0%)	(23.8%)
G4	SFB-AVL	SFB	6	1,047	7	1,257	8	1,374	(1)	(210)	(14.3%)	(16.7%)	(2)	(327)	(25.0%)	(23.8%)
G4	AVL-SRQ	AVL	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%
G4	SRQ-AVL	SRQ	2	372	2	342	2	354	0	30	0.0%	8.8%	0	18	0.0%	5.1%
G4	AVL-VPS	AVL	0	0	2	312	0	0	(2)	(312)	(100.0%)	(100.0%)	0	0	-	-
G4	VPS-AVL	VPS	0	0	2	312	0	0	(2)	(312)	(100.0%)	(100.0%)	0	0	-	-
SY	AVL-MSP	AVL	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
SY	MSP-AVL	MSP	2	372	2	372	0	0	0	0	0.0%	0.0%	2	372	-	-
UA	AVL-EWR	AVL	7	532	7	350	0	0	0	182	0.0%	52.0%	7	532	-	-
UA	EWR-AVL	EWR	7	532	7	350	0	0	0	182	0.0%	52.0%	7	532	-	-
UA	AVL-IAD	AVL	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	0	0	0	0	12	600	0	0	-	-	(12)	(600)	(100.0%)	(100.0%)
UA	AVL-ORD	AVL	21	1,414	14	700	13	650	7	714	50.0%	102.0%	8	764	61.5%	117.5%
UA	ORD-AVL	ORD	21	1,414	14	700	13	650	7	714	50.0%	102.0%	8	764	61.5%	117.5%
Total			408	47,374	386	40,840	394	36,676	22	6,534	5.7%	16.0%	14	10,698	3.6%	29.2%





MEMORANDUM

TO: Members of the Airport Authority
 FROM: Janet Burnette, Chief Financial Officer
 DATE: February 3, 2023

ITEM DESCRIPTION – Information Section Item B

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

SUMMARY

Operating Revenues for the month of December were \$1,764,811, 4.3% over budget. Operating Expenses for the month were \$1,204,679, 2.8% under budget. As a result, Net Operating Revenues before Depreciation were \$560,132. Net Non-Operating Revenues were \$2,253,663, which includes \$2,069,344 in ARPA funding. It also includes \$983,723 in 2022A Bond interest expense to be paid from the Bond Capitalized Interest account semi-annually.

Year-to-date Operating Revenues were \$12,230,214, 20.5% over budget. Year-to-date Operating Expenses were \$6,043,259, 17.9% under budget. Year-to-date Net Operating Revenues before Depreciation were \$6,186,955. Net Non-Operating Revenues for the year were \$4,153,529, which includes \$5,902,336 in 2022A Bond interest expense.

REVENUES

Significant variations to budget for December were:

Term rentals – airlines	\$13,136	5.14%	Enplanements over budget
Landing fees	\$13,494	7.75%	Landings over budget
Concessions	\$23,245	43.70%	Enplanements over budget
Auto parking	\$34,693	5.55%	Enplanements over budget
Rental car rentals	(\$34,956)	(10.49%)	Car rentals dropped during month
FBOs	\$13,909	14.56%	Rent increase

Information Section – Item B



EXPENSES

Significant variations to budget for December were:

Personnel services	\$133,122	17.63%	Three payrolls during December
Professional services	(\$23,314)	(57.52%)	Minimal professional services
Contractual services	(\$26,959)	(16.18%)	Contractual services less than expected
Travel & training	(\$14,598)	(79.01%)	Minimal travel during month
Repairs & maintenance	\$28,510	177.08%	Repairs to rental car gate – reimbursed by insurance
Operating supplies	(\$17,809)	(43.48%)	Supply purchases less than expected

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$2.2M mostly due to interest earnings and grant funding.

Grants Receivable – Grants Receivable increased by \$1.2M mostly due to terminal and south apron construction projects.

Construction in Progress – Construction in Progress increased by \$3.6M mostly due to the terminal and south apron construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$455K due to depreciation.

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

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	1.60%	\$ 14,604,795	21,773
NC Capital Management Trust - Cash Portfolio		20,747,788	68,715
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue Account	1.60%	14,915,710	22,048
BNY Mellon		850,558	
NC Capital Mgt Trust - 2022A Construction		153,551,770	508,297
NC Capital Mgt Trust - 2022A Parity Reserve		13,584,650	44,991
NC Capital Mgt Trust - 2022A Capitalized Interest		30,437,241	101,057
 Total		 <u>\$ 248,692,712</u>	 <u>\$ 766,881</u>

Investment Diversification:

Banks	12%
NC Capital Management Trust	88%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended December 31, 2022**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 246,418,512	\$ 242,770,533
Net Income/(Loss) Before Capital Contributions	2,358,018	716,789
Depreciation	455,777	455,777
Decrease/(Increase) in Receivables	(1,308,398)	2,862,655
Increase/(Decrease) in Payables	1,138,163	734,810
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(3,653,166)	(3,253,527)
Principal Payments of Bond Maturities	-	-
Capital Contributions	3,283,806	2,131,475
Forfeiture Funding Increase	-	-
Prior period adjustment - Bond insurance	-	-
Increase(Decrease) in Cash	2,274,200	3,647,979
Cash and Investments End of Period	\$ 248,692,712	\$ 246,418,512

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

	<u>Current Month</u>	<u>Last Month</u>
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$35,352,783	\$33,902,678
Accounts Receivable	975,157	1,127,286
Passenger Facility Charges Receivable	565,000	315,000
Refundable Sales Tax Receivable	178,766	154,857
Grants Receivable	2,214,747	1,028,129
Prepaid Expenses	2,975,704	2,975,704
GASB 87 Short-term Lease Receivable	1,624,751	1,624,751
Total Unrestricted Assets	<u>43,886,908</u>	<u>41,128,405</u>
Restricted Assets:		
Cash and Cash Equivalents	213,339,929	212,515,834
Total Restricted Assets	<u>213,339,929</u>	<u>212,515,834</u>
Total Current Assets	<u>257,226,837</u>	<u>253,644,239</u>
Noncurrent Assets:		
Construction in Progress	49,492,030	45,838,864
Net Pension Asset - LGERS	(689,136)	(689,136)
Benefit Payment - OPEB	477,830	477,830
Contributions in Current Year	1,401,569	1,401,569
GASB 87 Long-term Lease Receivable	16,387,282	16,387,282
Property and Equipment - Net	171,179,420	171,635,197
Total Noncurrent Assets	<u>238,248,995</u>	<u>235,051,606</u>
	<u>\$495,475,832</u>	<u>\$488,695,845</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$28,117	(\$7,799)
Customer Deposits	88,018	88,018
Unearned Revenue	731,528	613,004
Construction Contract Retainages	715,740	715,740
Revenue Bond Payable - Current	1,375,000	1,375,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	5,902,336	4,918,613
Total Payable from Unrestricted Assets	<u>11,098,346</u>	<u>9,960,183</u>
Total Current Liabilities	<u>11,098,346</u>	<u>9,960,183</u>
Noncurrent Liabilities:		
Pension Deferrals - OPEB	208,860	208,860
Other Postemployment Benefits	2,616,865	2,616,865
Compensated Absences	655,090	655,090
Net Pension Obligation-LEO Special Separation Allowance	654,955	654,955
GASB 87 Long-term Deferred Revenue	16,011,357	16,011,357
Revenue Bond Payable - 2016 - Noncurrent	12,270,000	12,270,000
Revenue Bond Payable - 2022A - Noncurrent	196,939,329	196,939,329
Revenue Bond 2022A Issue Costs	0	0
Total Noncurrent Liabilities	<u>229,356,456</u>	<u>229,356,456</u>
Total Liabilities	<u>240,454,802</u>	<u>239,316,639</u>
Net Assets:		
Invested in Capital Assets	207,026,450	203,829,061
Restricted	213,339,929	212,515,834
Unrestricted	<u>(165,345,349)</u>	<u>(166,965,689)</u>
Total Net Assets	<u>255,021,030</u>	<u>249,379,206</u>
	<u>\$495,475,832</u>	<u>\$488,695,845</u>



Income Statement

Through 12/31/22

Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,018.89	149,320.06	149,701.00	(380.94)	299,402.00	150,081.94
Terminal space rentals - airline	268,660.14	1,762,824.53	1,533,142.00	229,682.53	3,066,284.00	1,303,459.47
Landing fees	187,640.16	1,181,707.68	1,044,877.50	136,830.18	2,089,755.00	908,047.32
Concessions	76,432.85	531,986.75	319,125.00	212,861.75	638,250.00	106,263.25
Auto parking	659,693.16	4,694,824.13	3,750,000.00	944,824.13	7,500,000.00	2,805,175.87
Rental car - car rentals	298,377.13	2,317,298.83	2,000,000.00	317,298.83	4,000,000.00	1,682,701.17
Rental car - facility rent	61,261.53	368,145.68	366,757.50	1,388.18	733,515.00	365,369.32
Commerce ground transportation	18,341.95	136,002.51	105,000.00	31,002.51	210,000.00	73,997.49
FBOs	109,427.15	679,873.54	573,108.00	106,765.54	1,146,216.00	466,342.46
Building leases	4,231.15	25,004.52	23,992.50	1,012.02	47,985.00	22,980.48
Land leases	29,365.79	175,513.73	146,661.00	28,852.73	293,322.00	117,808.27
Other leases and fees	26,361.12	207,711.71	140,400.00	67,311.71	280,800.00	73,088.29
<i>Operating revenues Totals</i>	\$1,764,811.02	\$12,230,213.67	\$10,152,764.50	\$2,077,449.17	\$20,305,529.00	\$8,075,315.33
<i>Non-operating revenue and expense</i>						
Customer facility charges	150,088.75	1,160,900.25	1,000,000.00	160,900.25	2,000,000.00	839,099.75
Passenger facility charges	255,942.18	1,923,195.71	1,500,000.00	423,195.71	3,000,000.00	1,076,804.29
ARPA grant	2,069,344.21	3,848,823.46	.00	3,848,823.46	.00	(3,848,823.46)
Interest revenue	766,880.62	3,121,465.23	12,500.00	3,108,965.23	25,000.00	(3,096,465.23)
Interest expense	(983,722.66)	(5,902,335.99)	.00	(5,902,335.99)	.00	5,902,335.99
Bond expense	(6,170.00)	(6,170.00)	.00	(6,170.00)	.00	6,170.00
P-card rebate	.00	6,299.91	.00	6,299.91	.00	(6,299.91)
Miscellaneous	1,300.00	1,350.00	.00	1,350.00	.00	(1,350.00)
<i>Non-operating revenue and expense Totals</i>	\$2,253,663.10	\$4,153,528.57	\$2,512,500.00	\$1,641,028.57	\$5,025,000.00	\$871,471.43
Capital contributions	3,283,805.56	10,834,784.58	.00	10,834,784.58	.00	(10,834,784.58)



Income Statement

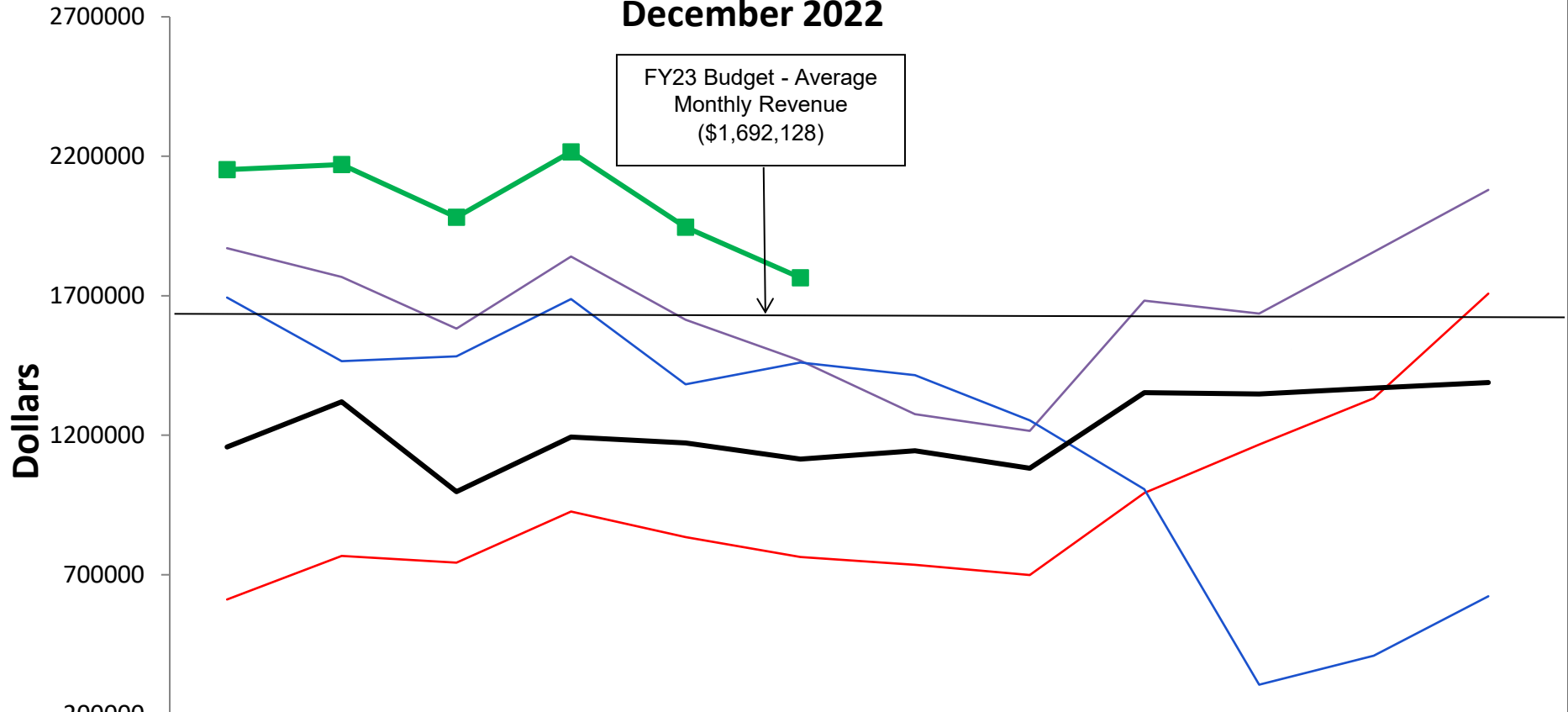
Through 12/31/22
Summary Listing

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	888,366.44	3,725,257.76	4,531,468.50	(806,210.74)	9,062,937.00	5,337,679.24
Professional services	17,219.13	139,311.50	243,200.00	(103,888.50)	486,400.00	347,088.50
Other contractual services	139,693.15	923,553.34	999,915.00	(76,361.66)	1,999,830.00	1,076,276.66
Travel and training	3,878.95	53,267.70	110,865.00	(57,597.30)	221,730.00	168,462.30
Communications	3,316.86	18,711.17	29,100.00	(10,388.83)	58,200.00	39,488.83
Utility services	39,706.38	178,842.94	244,633.50	(65,790.56)	489,267.00	310,424.06
Rentals and leases	1,725.35	10,787.58	9,355.00	1,432.58	18,710.00	7,922.42
Insurance	.00	330,671.68	334,400.00	(3,728.32)	334,400.00	3,728.32
Advertising, printing and binding	177.67	3,386.39	5,725.00	(2,338.61)	11,450.00	8,063.61
Promotional activities	33,787.44	103,998.28	164,537.50	(60,539.22)	329,075.00	225,076.72
Other current charges and obligations	6,575.53	42,308.92	41,637.50	671.42	83,275.00	40,966.08
Operating supplies	23,148.84	244,256.02	245,750.00	(1,493.98)	491,500.00	247,243.98
Publications, subscriptions, memberships, etc.	895.47	42,526.31	36,602.50	5,923.81	73,205.00	30,678.69
Repairs and maintenance	44,609.71	79,310.39	96,600.00	(17,289.61)	193,200.00	113,889.61
Small equipment	1,578.53	57,938.08	43,750.00	14,188.08	87,500.00	29,561.92
Contingency	.00	.00	50,000.00	(50,000.00)	100,000.00	100,000.00
Emergency repairs	.00	75,716.74	25,000.00	50,716.74	50,000.00	(25,716.74)
Business development	.00	.00	150,000.00	(150,000.00)	300,000.00	300,000.00
Bad debt expense	.00	13,414.54	.00	13,414.54	.00	(13,414.54)
<i>Operating expenses Totals</i>	\$1,204,679.45	\$6,043,259.34	\$7,362,539.50	(\$1,319,280.16)	\$14,390,679.00	\$8,347,419.66
<i>Depreciation</i>						
Depreciation	455,777.00	2,734,662.00	.00	2,734,662.00	.00	(2,734,662.00)
<i>Depreciation Totals</i>	\$455,777.00	\$2,734,662.00	\$0.00	\$2,734,662.00	\$0.00	(\$2,734,662.00)
Grand Totals						
REVENUE TOTALS	7,302,279.68	27,218,526.82	12,665,264.50	14,553,262.32	25,330,529.00	(1,887,997.82)
EXPENSE TOTALS	1,660,456.45	8,777,921.34	7,362,539.50	1,415,381.84	14,390,679.00	5,612,757.66
Grand Total Net Gain (Loss)	\$5,641,823.23	\$18,440,605.48	\$5,302,725.00	\$13,137,880.48	\$10,939,850.00	\$7,500,755.48

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

December 2022



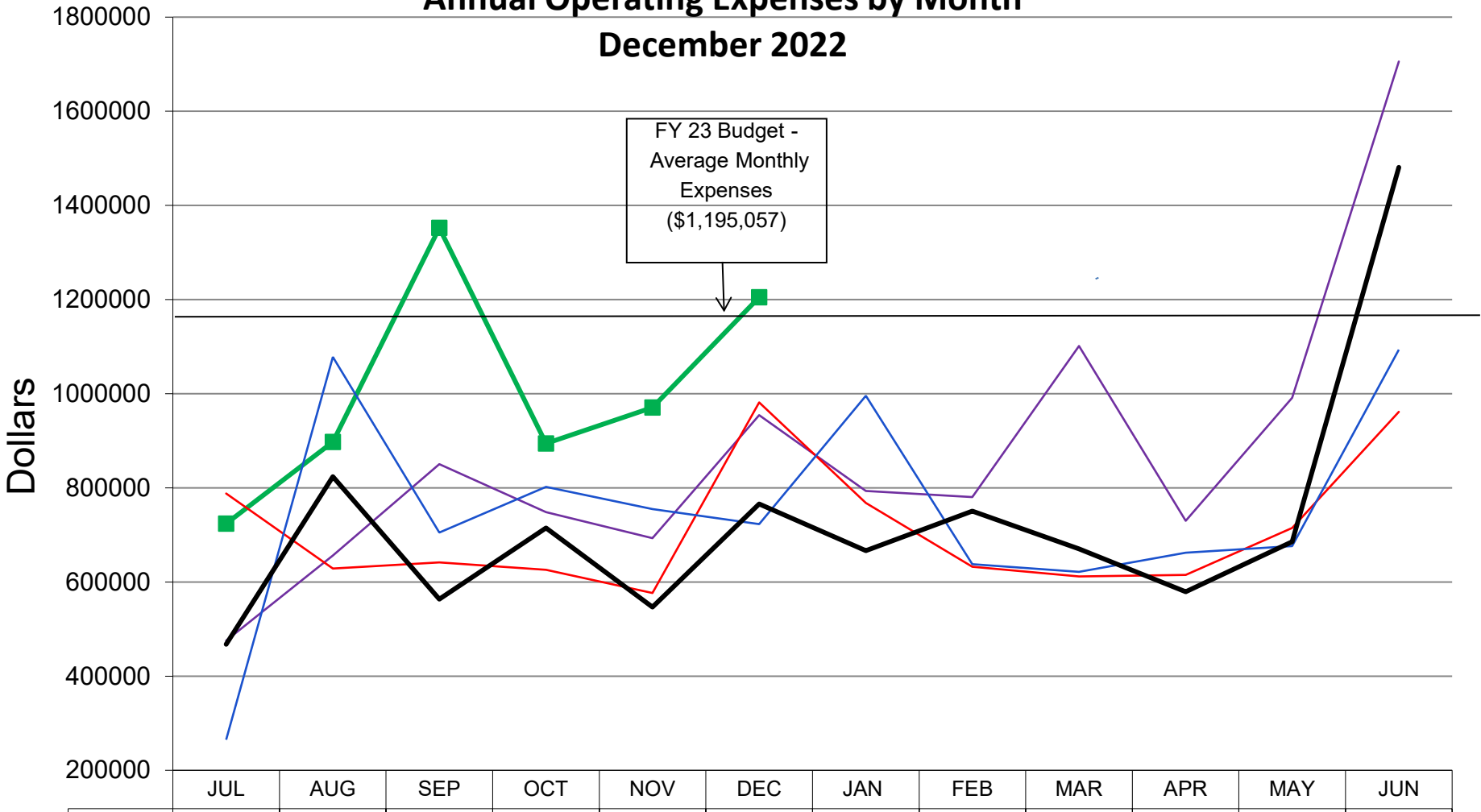
FY23 Budget - Average
Monthly Revenue
(\$1,692,128)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	2151973	2170060	1981276	2215944	1946150	1764811						
2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519
2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683
2020	1693639	1465826	1482983	1688471	1382894	1461166	1414955	1253245	1006396	305847	409453	622404
2019	1157880	1319448	997702	1193707	1171956	1114742	1144401	1081933	1352795	1348310	1369108	1388974

ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

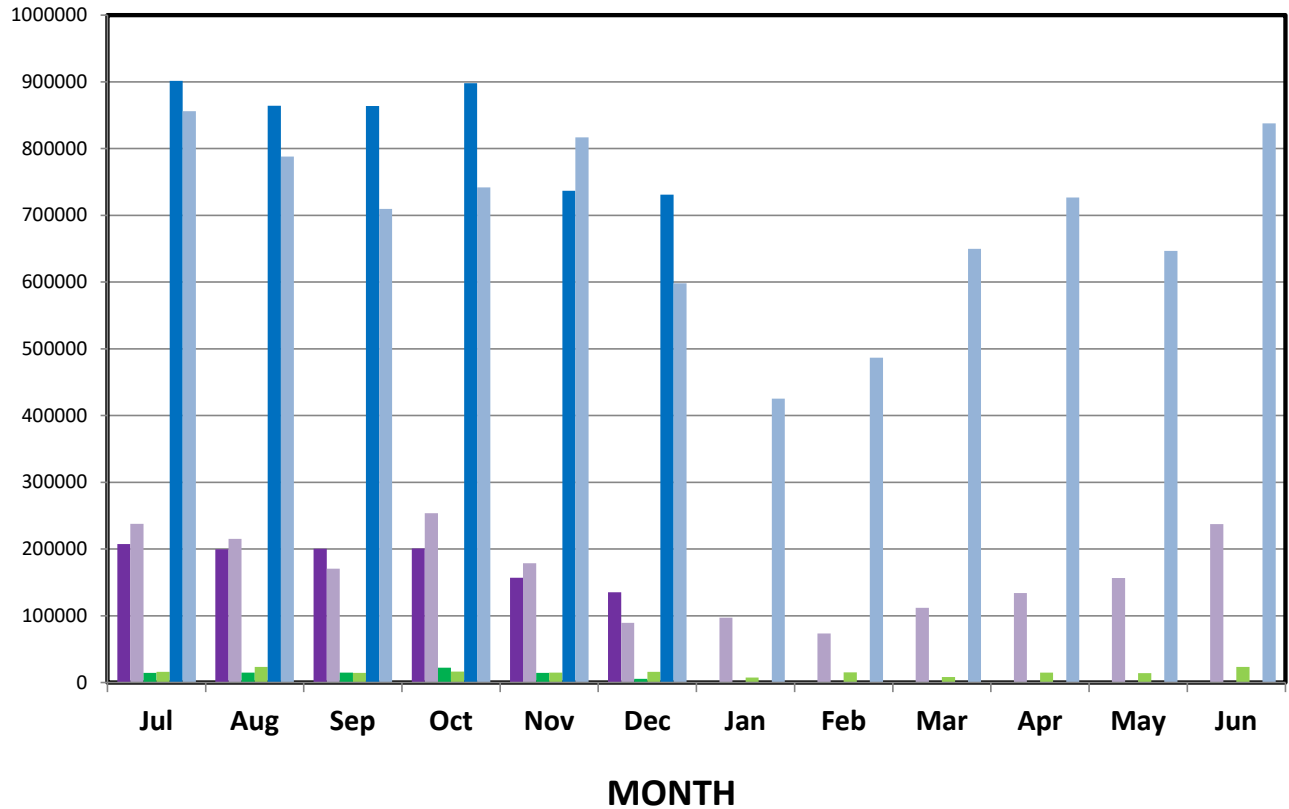
December 2022



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2023	723941	897398	1352214	894073	970953	1204680						
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373
2020	264978	1077831	704819	802144	754800	722727	995620	637669	621479	662302	676330	1093523
2019	467701	823824	563350	714938	546502	766012	666544	750376	670406	579071	685414	1480804

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

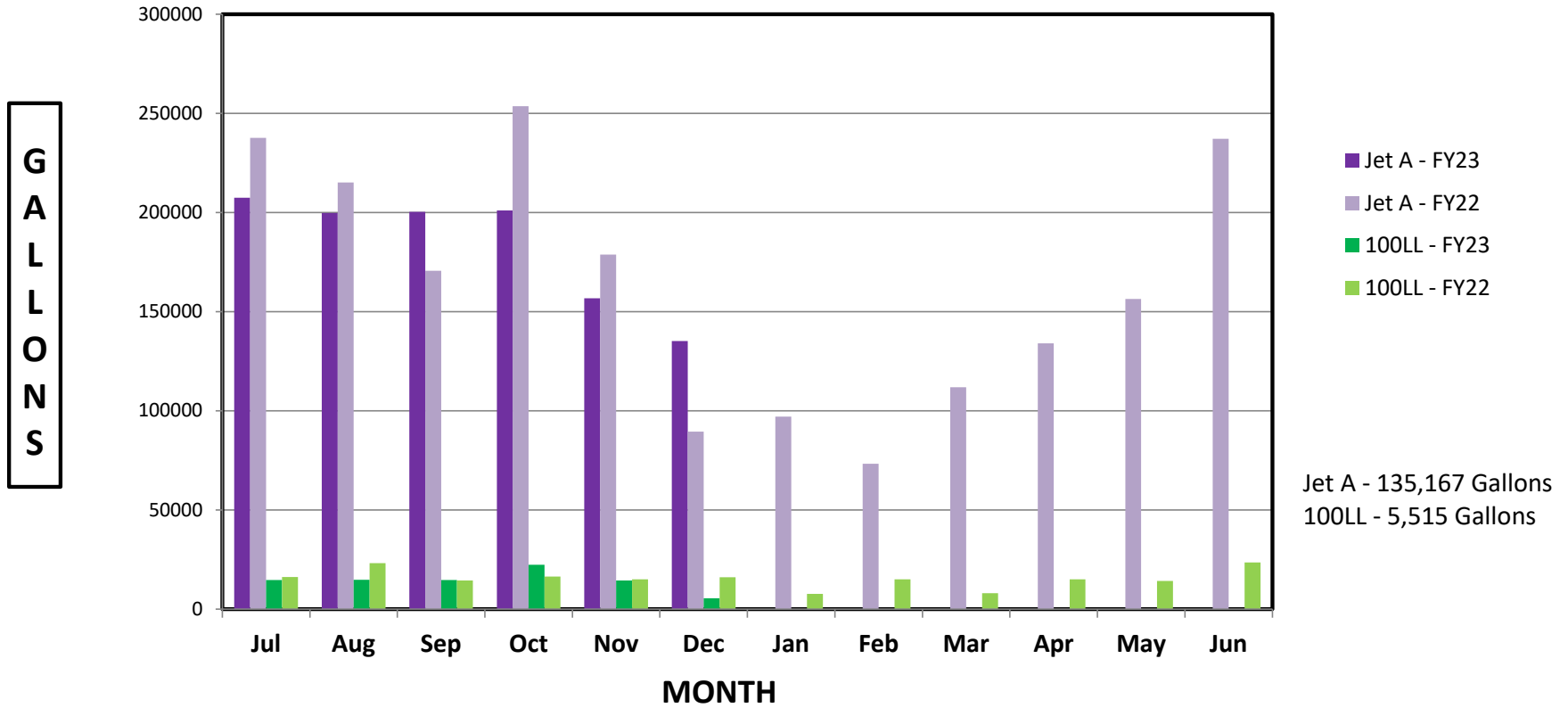
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- Jet A FY23
- Jet A FY22
- 100LL - FY23
- 100LL - FY22
- Airlines - FY23
- Airline - FY22

Jet A - 135,167 Gallons
100LL - 5,515 Gallons
Airline - 730,824 Gallons

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



Greater Asheville Regional Airport Authority
Construction Project Report - February 2023

Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 02/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 02/01/2023)	Start Date	End Date	Current Project Status (as of 02/01/2023)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$7,612,602.00	60.4%	\$20,221,396	67.7%	\$13,686,173	Nov-19	Dec-24	CA services continues.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,329,368.36	N/A	N/A	\$0.00	0.0%	\$1,329,368	30.1%	\$399,843	May-22	Dec-26	Project management in process.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$661,133.00	15.9%	\$4,819,056	65.3%	\$3,145,090	Mar-21	Jun-24	Project management in process.
4	Parking Lot D Restart	Continue design of parking lot across highway 280.	AVCON	\$25,000.00	N/A	N/A	\$0.00	0.0%	\$25,000	95.0%	\$23,737	Jun-21	Mar-23	Project management in process.
5	Rehabilitate South GA Apron	Design apron rehabilitation	Parrish and Partners	\$565,432.00	N/A	N/A	\$0.00	0.0%	\$565,432	86.0%	\$486,058	Jun-21	Dec-22	Project management in process.
6	Airport Master Plan	Update current Master Plan	CHA	\$989,004.00	N/A	N/A	\$0.00	0.0%	\$989,004	46.2%	\$458,838	Jul-21	May-23	FAA approval of Working Paper 2 is received and document posted to AVL website.
7	Stormwater Drainage Improvements	Identify deficiencies and design stormwater improvements	AVCON	\$205,000.00	N/A	N/A	\$0.00	0.0%	\$205,000	79.3%	\$162,540	Jan-22	Mar-23	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 02/01/2023)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 02/01/2023)	Start Date	End Date	Current Project Status (as of 02/01/2023)
1	Parking Lot D Restart	Construct parking lot across highway 280	AVCON Inc	Amount in Design Fees	Chatham Civil Construction	\$297,567	\$69,305	23.30%	\$489,328	91.8%	\$336,837	Aug-21	Mar-23	Punch list items are scheduled to be completed by end of February.
2	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756	Gresham Smith	Amount in Design Fees	Hensel Phelps	\$84,215,656.00	\$0	0.00%	\$84,215,656.00	14.4%	\$12,085,714	Jan-22	Dec-24	Installing Central Energy Plant foundations, continuing civil work, tug road in process, and temp south hold room units are in place.
3	Rehabilitate South GA Apron	Removal and replacement of pavement on South GA Apron	Parrish and Partners	Amount in Design Fees	Independence Excavating	\$6,746,800	\$0	0.00%	\$7,421,480	73.6%	\$4,962,362	May-22	Dec-22	Apron is open. Punch list items require warm temperatures and will be completed in early Spring 2023.
4	Stormwater Improvements	Repair areas on property to drain efficiently	AVCON Inc.	Amount in Design Fees	Nassiri Development	\$772,980	\$0	0.00%	\$795,278.00	44.7%	\$345,651	Oct-22	Mar-23	Phases 1 & 2 are complete. Phase 5 is scheduled for late February.
5	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Amount in Design Fees	J Kokolakis Contracting	\$44,344,052.00	\$0.00	0.00%	\$46,561,255.00	0%	\$0.00	Dec-22	Jun-24	Groundbreaking on Jan 25, 2023. Prime Contractor to mobilize in early February 2023 for civil work.

*(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