



## **AGENDA**

Greater Asheville Regional Airport Authority Regular Meeting  
Friday, August 8, 2014, 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. WELCOME OF NEW BOARD MEMBER – BILL MOYER
- III. ELECTION AND SWEARING IN OF BOARD OFFICERS
- IV. SERVICE AWARD PRESENTATIONS:
  - A. Ken Smith – 10 Years
  - B. Pat Garren – 10 Years
- V. PRESENTATIONS:
  - A. WNC Pilots Association
  - B. Wellness Program ([document](#))
- VI. FINANCIAL REPORT ([document](#))
- VII. CONSENT ITEMS:
  - A. Approval of the Greater Asheville Regional Airport Authority June 6, 2014 Regular Meeting Minutes ([document](#))



- B. Approval of Amendment to the FY2014/2015 Budget ([document](#))
- VIII. OLD BUSINESS: None
- IX. NEW BUSINESS:
- A. Approval of Amended Administration Policies and Procedures ([document](#))
  - B. Ratification of the Approval for Property Purchase ([document](#))
  - C. Update to Budget Supplemental Fees and Charges ([document](#))
  - D. Ratify Approval of Non-Federal Reimbursable Agreement with Department of Transportation, Federal Aviation Administration ([document](#))
- X. DIRECTOR'S REPORT:
- A. ACI Annual Conference
  - B. Contingency Transfer
  - C. Grant Receipt
  - D. Update on Peter Hall Property
  - E. Movie Filming
  - F. Update on GARAA Legislation
- XI. INFORMATION SECTION:  
(Staff presentations will not be made on these items. Staff will be available to address questions from the Board.)
- A. June 2014 Traffic Report ([document](#))
  - B. June 2014 Monthly Financial Report ([document](#))
  - C. August 2014 Development/Project Status Report ([document](#))
  - D. Airport Facilities Review for 2<sup>nd</sup> Quarter ([document](#))



E. Potential Board Items for the Next Regular Meeting:

- Acceptance of Annual Audit

XII. AUTHORITY MEMBER REPORTS

XIII. PUBLIC AND TENANTS' COMMENTS

XIV. CALL FOR NEXT MEETING

XV. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3), (4) and (6) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege, to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations, and to Consider Personnel Matters.

XVI. 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.*



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# *Wellness Program*

# Mission

To promote a healthy lifestyle for all employees through a culture of exercise, nutritious eating habits, and emotional well-being

## *Approach:*

*Voluntary participation in a variety of programs offered including fitness classes, challenges, weight loss programs, smoking cessation program, and education through lunch and learns and newsletters.*

# Committee Members

First meeting of the Wellness Committee took place on February 3, 2011

## Current Members



*Suzie Baker*



*Ellen Heywood*



*Royce Holden*



*David King*



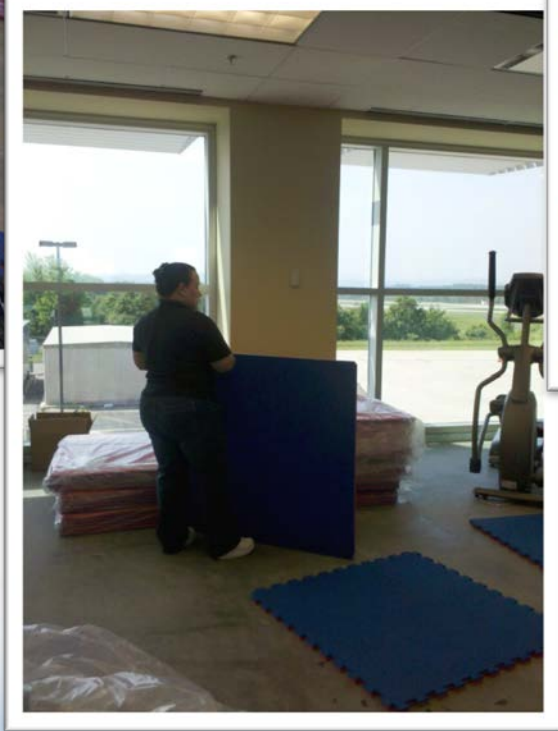
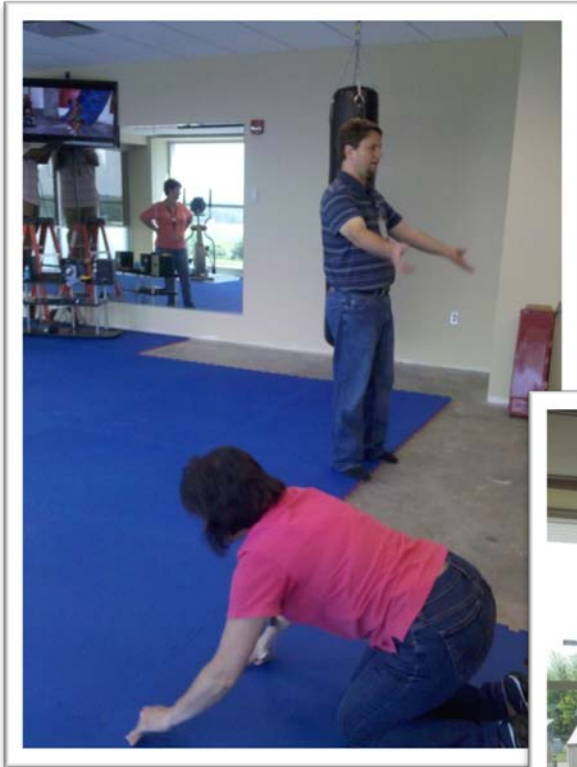
*Wendi Sparks*



*Rita Yanz*

The team hit the ground running with an information-gathering survey sent out to employees as well as the creation of a fitness facility for employees to enjoy.

The Authority's wellness program was introduced to employees in May of 2011 with a kick-off event and open house of the brand new fitness facility.



# The Programs

Employees have been given an opportunity to participate in a gamut of activities over the past three years to promote physical fitness, sometimes while earning great prizes in the form of gift cards





Nutritious eating habits are a priority for the committee and employees have been educated through an assortment of formats:

- “Recipe of the Month” program
- Weight Watchers
- Lighten Up 4 Life
- Lunch ‘n learns
- Healthy living challenges



Emotional well-being is an important aspect of overall wellness.



Veteran's Restoration Quarters  
October 20, 2013



# Knowing Your Numbers is a key part of a healthy lifestyle

- Biometric screenings
- Wellness Rewards Program



Wellness Rewards - 2014-2015 Monthly Log

Name: \_\_\_\_\_ Department: \_\_\_\_\_

|               | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------|--------|--------|---------|-----------|----------|--------|----------|
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |
| Activity      |        |        |         |           |          |        |          |
| Time/Duration |        |        |         |           |          |        |          |
| Points        |        |        |         |           |          |        |          |

Signature: \_\_\_\_\_

Please submit the signed log by the 10th of each month to Ellen Heywood.  
A minimum of 24 points must be earned each month to qualify for the Wellness Rewards program.  
Reporting is based on the honor system. However, all activities are subject to review and verification. If anything is found to be incorrect, any incentive received would need to be returned.



## The committee organized a Wellness Fair for employees in May, 2013

- Demonstrations
- Massage therapy
- Skin screenings
- Sleep clinic
- Chiropractic services
- Dental services



# Reducing Costs

## Asheville Airport Net Claims Comparison 2011-2014

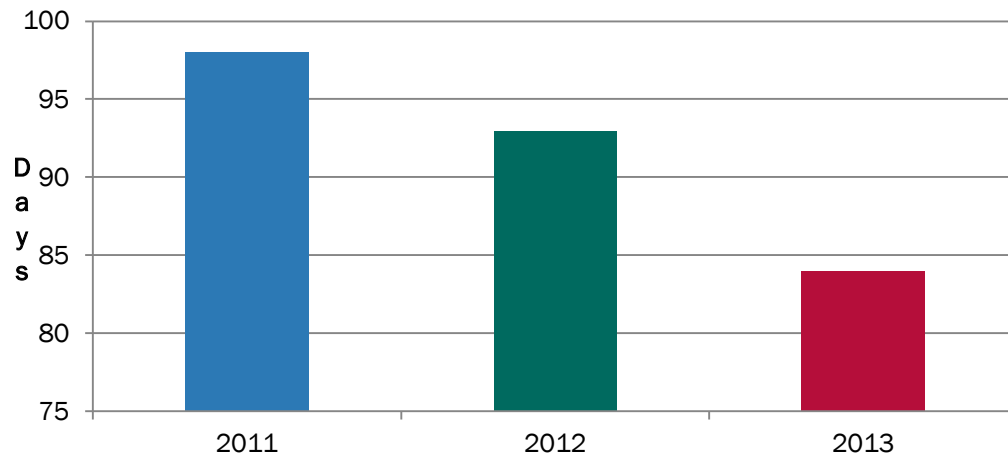
|  | 7/1/11 - 6/30/12 | 7/1/12 - 6/30/13 | 7/1/13 - 5/31/14*   |
|--|------------------|------------------|---------------------|
| Total Gross Claims                             | \$481,936.54     | \$346,247.92     | \$381,911.81        |
| Claims over Specific                           | \$209,422.29     | \$2,186.87       | <b>\$136,747.65</b> |
| Total Net Claims                               | \$272,514.25     | \$344,061.05     | <b>\$245,514.16</b> |
| Total Projected Net Claims                     | \$278,172.37     | \$370,321.45     | \$379,687.66        |
| Total Members                                  | <b>1067</b>      | <b>1033</b>      | <b>928</b>          |
| Projected PMPM                                 | \$260.71         | \$358.49         | \$409.15            |
| PMPM Cost (Net of Large Claimants)             | \$255.40         | \$333.07         | \$264.56            |
| * Claims are not final for 2013-2014 Plan year |                  |                  |                     |
| Denotes \$10,000 Specific Deductible           |                  |                  |                     |



# A Few Results

- in 2012, two employees quit smoking
- over a six-month period in 2012, five employees lost a collective 115 pounds
- \$9,317 credit from Cigna in 2013
- \$50,000 credit from Cigna in 2014
- Reduced absenteeism

## *Unscheduled Absences*



Questions?

**Asheville Regional Airport  
Executive Summary  
June-14**

**AIRPORT ACTIVITY**

|                               | Month  | Variance to<br>Prior Year | Calendar<br>Year to Date | Variance to<br>Prior Year |
|-------------------------------|--------|---------------------------|--------------------------|---------------------------|
| <b>Passenger Enplanements</b> | 37,152 | 11.8%                     | 166,623                  | 12.7%                     |
| <b>Aircraft Operations</b>    |        |                           |                          |                           |
| Commercial                    | 1,537  | (9.9%)                    | 7,226                    | (10.9%)                   |
| Scheduled Flights             | 615    | (16.2%)                   |                          |                           |
| Flight Cancellations          | 8      |                           |                          |                           |
| Seats                         | 43,001 | 2.6%                      | 209,085                  | (2.2%)                    |
| Load Factor                   | 86.4%  | 9.0%                      | 79.7%                    | 15.2%                     |
| General Aviation              | 3,923  | 9.0%                      | 21,780                   | 26.6%                     |
| Military                      | 510    | 37.1%                     | 3,073                    | 47.9%                     |

**FINANCIAL RESULTS**

|   | Month             | Variance<br>to Budget | Fiscal<br>Year to Date | Variance<br>to Budget |
|---|-------------------|-----------------------|------------------------|-----------------------|
| <b>Operating Revenues</b>                         | \$ 902,632        | 18.2%                 | \$ 8,948,320           | 8.7%                  |
| <b>Operating Expenses</b>                         | 826,671           | (8.0%)                | 6,908,034              | (14.0%)               |
| <b>Net Operating Revenues before Depreciation</b> | <u>\$ 75,961</u>  | 156.3%                | <u>\$ 2,040,286</u>    | 927.8%                |
| <b>Net Non-Operating Revenues</b>                 | <u>\$ 278,819</u> | 42.8%                 | <u>\$ 2,494,527</u>    | 29.1%                 |
| <b>Grants:</b>                                    |                   |                       |                        |                       |
| FAA AIP Grants                                    | \$ 698,609        |                       | \$ 3,237,235           |                       |
| NC Dept of Transportation Grants                  | -                 |                       | 2,290,302              |                       |
| Total   | <u>\$ 698,609</u> |                       | <u>\$ 5,527,537</u>    |                       |

**CASH**

|                                 |                      |
|---------------------------------|----------------------|
| Restricted                      | \$ 2,358,190         |
| Designated for O&M Reserve      | 3,742,872            |
| Designated for Emergency Repair | 650,000              |
| Unrestricted, Undesignated      | 12,660,389           |
| Total                           | <u>\$ 19,411,451</u> |

**RECEIVABLES PAST DUE**

|                        | Total            | 1-30 Days       | 31-60 Days       | Over 60 Days  |
|------------------------|------------------|-----------------|------------------|---------------|
| Advertising Customers  | 1,265            | 1,265           |                  |               |
| Enterprise             | 324              |                 | 88               | 236           |
| US Airways             | 3,154            |                 | 3,154            |               |
| Miscellaneous          | 11,457           |                 | 11,422           | 35            |
| Total                  | <u>\$ 16,200</u> | <u>\$ 1,265</u> | <u>\$ 14,664</u> | <u>\$ 271</u> |
| % of Total Receivables | <u>3.15%</u>     |                 |                  |               |

Note: Excludes balances paid subsequent to month-end.

**REVENUE BONDS PAYABLE**

|   |              |
|---|--------------|
| Rental Car Facilities Taxable Revenue Bond, Series 2007 |              |
| Original Amount   | \$ 4,750,000 |
| Current Balance   | \$ 2,108,357 |

**CAPITAL EXPENDITURES**

|                       |               |
|-----------------------|---------------|
| Annual Budget         | \$ 18,507,742 |
| Year-to-Date Spending | \$ 6,322,419  |



**REGULAR MEETING  
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
June 6, 2014**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, June 6, 2014 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:** David R. Hillier, Chair; Robert C. Roberts, Vice-Chair; Jeffrey A. Piccirillo; Andrew T. Tate; Douglas J. Tate; and Carol W. Peterson

**MEMBERS ABSENT:** K. Ray Bailey

**STAFF AND LEGAL COUNSEL PRESENT:** Cindy Rice, Authority Legal Counsel; Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director of Development and Operations; Kevan Smith, Chief of Public Safety; David Nantz, Director of Operations; Suzie Baker, Director of Administration; Tina Kinsey, Director of Marketing and Public Relations; Vickie Thomas, Director of Finance and Accounting; Royce Holden, IT Director; and Ellen Heywood, Clerk to the Board

**ALSO PRESENT:** Stephanie Brown, Asheville CVB; Ken Moody, Delta Airport Consultants; Henry Johnson, WNC Pilots Association; Nate Otto, RS&H

**CALL TO ORDER:** The Chair welcomed everyone in attendance and called the meeting to order at 8:30 a.m.

The Director requested a moment to recognize Kevan Smith's promotion to Chief of Public Safety. The Authority conducted a national search for the chief's position and 120 applications were received. Of the forty qualified applicants, Kevan was chosen for the position. The Director congratulated Chief Smith on this significant achievement.

**FINANCIAL REPORT:** The Director reviewed the airport activity section of the Financial Report for April which included enplanements, aircraft operations and general aviation activity. Vickie Thomas reported on the Financial Results for the month of April.

**CONSENT ITEMS:** The Director advised the Board that Consent Item C, Approval of Amendment to the FY 13/14 Budget was no longer necessary as training for Chief

Kevan Smith will not take place in June as originally planned. The Director requested this item be removed from the agenda.

**A. Approval of the Greater Asheville Regional Airport Authority May 9, 2014 Regular Meeting Minutes:**

**D. Approval of Amendment to the FY 14/15 Budget:**

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, 2015:

**Section 1.** To amend the appropriations as follows:

**EXPENDITURES:**

|                                 | <u>Decrease</u>                | <u>Increase</u>                     |
|---------------------------------|--------------------------------|-------------------------------------|
| Carry-over Capital Expenditures |                                | \$21,000                            |
| Totals                          | <u>                    \$0</u> | <u>                    \$21,000</u> |

This will result in a net increase of \$21,000 in the appropriations. Revenues will be revised as follows:

**REVENUES:**

|                          | <u>Decrease</u>                | <u>Increase</u>                     |
|--------------------------|--------------------------------|-------------------------------------|
| Transfer from GARAA Cash |                                | \$21,000                            |
| Totals                   | <u>                    \$0</u> | <u>                    \$21,000</u> |

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

Adopted this 6th day of June, 2014.

\_\_\_\_\_  
David Hillier, Chair

Attested by:

\_\_\_\_\_  
Ellen Heywood, Clerk to the Board

Mrs. Peterson moved to approve Consent Items A and D. Mr. Douglas Tate seconded the motion and it carried unanimously.

**B. Approval of the Greater Asheville Regional Airport Authority May 9, 2014 Closed Session Minutes:** Minutes for the Greater Asheville Regional Airport Authority May 9, 2014 Closed Session were distributed and reviewed by the Authority Members.

Mr. Piccirillo moved to approve the Greater Asheville Regional Airport Authority May 9, 2014 Closed Session Minutes and to seal and withhold such minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Roberts seconded the motion and it carried unanimously.

**OLD BUSINESS:** None

**NEW BUSINESS:**

**A. Grant Acceptance Resolution:** The Director informed the Board that the Federal Aviation Administration (FAA) distributes both entitlement and discretionary grants annually. The grants are a part of the annual budget based on the capital improvement program and requests are submitted by staff to the FAA annually. Once the grants are awarded, the airport's sponsor, currently the City of Asheville and Buncombe County, must accept the grants, sign, and return within a specified timeframe to avoid forfeiture. There has been some discussion with the FAA to include the Authority as an additional sponsor of the grant paperwork while the Greater Asheville Regional Airport Authority works its way through the process of becoming the sole sponsor with the FAA. The Director advised the Board that the following resolution will provide the Authority with the ability to accept and sign the grants should the FAA move forward with adding the Authority as a co-sponsor.

*Greater Asheville Regional Airport Authority*

*~ Resolution ~*

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

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

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

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

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

**WHEREAS**, the Airport is eligible for such grants; and

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

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

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

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

Adopted this 6<sup>th</sup> day of June, 2014

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David R. Hillier, Chair

Attested by:

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Ellen M. Heywood, Clerk to the Board

Mr. Andrew Tate moved to approve the Resolution as presented by staff. Mr. Roberts seconded the motion and it carried unanimously.

**B. Approve Consultant Scope of Services No. 2 with Delta Airport Consultants, Inc.:** Michael Reisman advised the Board that the North Carolina Department of Transportation (NCDOT) has begun construction on the I26/NC280 interchange project. The airport's main entrance will be reconfigured as part of this project, and the NCDOT will assume the expense for this. The Authority will sell several small pieces of land to the State for the project, and a number of light poles, way finding signs, parking areas, and landscaping will be lost due to the construction. The Authority is receiving payment from the State for the lost items, and the State will not be responsible for the replacement of any of these items.

Authority staff has requested Delta Airport Consultants design the necessary improvements to replace what is being lost to the project. At a later date, the Authority will bid and construct these replacement improvements under a separate contract. Mr. Reisman informed the Board that all of the expenses associated with the design, as well as future construction to replace the lost items, will be paid for from the funds received from the State. Mr. Reisman further stated that the following budget amendment is necessary for this requested action, and an additional amendment will be needed at a later date once the construction costs are known.

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, 2015:

**Section 1.** To amend the appropriations as follows:

**EXPENDITURES:**

|                         | <u>Decrease</u> | <u>Increase</u> |
|-------------------------|-----------------|-----------------|
| Renewal and Replacement | \$0             | \$84,507        |
| Totals                  | <u>\$0</u>      | <u>\$84,507</u> |

This will result in a net increase of \$84,507 in the appropriations. To provide the additional revenue for the above, revenues will be revised as follows:

**REVENUES:**

|                     | <u>Decrease</u> | <u>Increase</u> |
|---------------------|-----------------|-----------------|
| Transfer from GARAA |                 |                 |
| Cash/Investments    | \$0             | \$84,507        |
| Totals              | <u>\$0</u>      | <u>\$84,507</u> |

**Section 2.** Copies of this budget amendment shall be furnished to the Secretary of the Greater Asheville Regional Airport Authority, who for purposes of this ordinance, is designated as the Clerk to the Greater Asheville Regional Airport Authority, and to the Budget Officer and to the Finance Officer for their direction.

Adopted this 6<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
David Hillier, Chair

Attested by:

\_\_\_\_\_  
Ellen Heywood, Clerk to the Board

The Chair asked how the reconfigured main entrance would differ from the current main entrance. Mr. Reisman responded that the entrance would be moved to the location across from the entrance to the J&S Cafeteria which will become a four-way

intersection. A new airport main entrance sign will be installed, the loop road will be reconfigured, as will Wright Brother's Way so that it intersects with the loop road.

Mr. Roberts questioned if the NCDOT has agreed upon a price for the damages and if they have already paid the Authority. The Director responded that the State agreed to a total price of \$1.165 million which includes real property they are acquiring, permanent easements, construction easements, and personal property. The cost for lost light poles, signs, shrubbery, and parking spaces amounted to \$245,000. Since the property is still under the City of Asheville's name, the City has to provide approval. It should take the State approximately three weeks to process the check once the City gives approval. The Authority was able to purchase back some of the light poles from the State. The State paid the Authority \$8,500 per light pole, but the airport was able to purchase the light poles at salvage for 5% at a cost of just over \$6,000 for 15 light poles. The Director further stated that the State does not pay for consulting work for the design of the improvements, so the Authority will use the funds from the State to pay Delta Airport Consultants.

Mrs. Peterson commented that she was happy to hear a new sign was planned for the entrance of the airport as she felt the current sign was not as visible as it could be. Mrs. Peterson asked if the Board would be able to see what the new sign would look like. Mr. Reisman responded that once the new sign was designed, it could be shown to the Board.

Mrs. Peterson moved to approve the Consultant Scope of Services No. 2 with Delta Airport Consultants, Inc. with a not to exceed cost of \$84,507.00, authorize the Executive Director to execute the necessary documents, and amend the FY14/15 budget by adopting the budget ordinance amendment as presented by staff. Mr. Douglas Tate seconded the motion and it carried unanimously.

**DIRECTOR'S REPORT:** The Director advised the Board that he had a few items to report that were not on the agenda.

**A. Contingency Transfer:** The Director advised the Board that the furniture in the Board Room is not conducive to everyday business at the airport. The existing furniture will be utilized in other parts of the airport and new tables are being purchased. The Director informed the Board that \$5,700 was transferred from contingency to equipment and small capital outlay to purchase the tables.

**C. Staff Recognition:** The Director informed the Board that David Nantz has been serving on the Board for the North Carolina Airports Association for a couple of

years. The Director further stated that David was recently nominated and installed as the Secretary of the organization.

**D. Annual Audit:** The Authority's annual audit is underway and the Director advised the Board that the auditing firm will send each Board Member a letter via e-mail regarding the reporting of fraud. The Director requested the Board review, sign, and return the letter to the auditing firm.

**E. Airfield Re-development Project Ground Breaking:** A ground-breaking ceremony for the Airfield Re-development project will be held on August 8th immediately following the Authority Board meeting. Later that same month, a ribbon-cutting ceremony will take place for the new Aircraft Rescue Firefighting Facility.

**F. ACI-NA Board Meeting:** The summer meeting of the ACI-NA Board will be held in Canada the second week in June. The Director has been nominated and will be seated as the Chair of the US Policy Board which will become part of the Executive Committee for ACI. A final vote from the ACI membership for the Director's position on the US Policy Board will take place at ACI's annual meeting in September.

**G. Runway 5k:** The fourth annual runway 5k will be held on September 20<sup>th</sup>. The Director encouraged the Board Members to participate.

**B. Airline Rates and Charges Discussion:** The Director informed the Board that over the last year, discussions with the airlines have taken place regarding the Airline Rates and Charges Policy, which was incorporated into the airline agreement in 2008. The Director further stated that when the agreement was created in 2008, the aircraft operating in Asheville were different than they are today. A consultant was hired earlier in the year to look into the airport's Rates and Charges Policy and three issues were found that need to be addressed.

The Authority charges the airline based on a compensatory method, which allows the Authority to set rates on what is believed to be the cost of the airfield for use by the airlines. The rates are set at the beginning of each budget year and are estimated with assistance from the airlines. Every effort is made to set rates as neutral as possible with revenue and expenses. If the airlines perform better than expected, the Authority makes money, however, if the airlines don't perform as projected, there is a loss to the Authority. This is a rather unique way to operate in the industry, and although it worked when it was implemented, there have been changes in the industry that increase the risk for the Authority to continue to operate in this manner. As part of the Rates and Charges Policy, the airlines are only paying approximately 27-28% of the airfield costs with the Authority subsidizing the remainder. The reason for the lower



cost to the airlines is that the rates and charges are calculated on the number of operations. The industry standard is to calculate airfield costs by landed weight. Results of this calculation method usually flip to airlines paying 70% to 80% of the airfield costs and the remaining cost would be paid by the general aviation community or subsidized by the Authority. This will be a major impact to the airlines but this is more transparent, and the Authority has the ability to continue the subsidy to the airfield cost center if the budget is able to sustain it.

Another issue found in the rates and charges policy is the way runway deicing chemicals are handled. The Authority budgets for these chemicals within the operating budget and spent approximately \$35,000 per year in the past. With new EPA regulations, the cost is approximately \$120,000 per year. These costs are rolled into the airfield cost center of which the Authority is paying approximately 70%. Staff is trying to change the way this is billed. A couple of years ago, the Authority amended the airline lease agreement to exclude the deicing chemicals and to bill the airlines separately for the chemicals on an as used basis. The airlines would be charged for 80% of those chemical costs. Three airlines negated to sign the amendment and one airline did. Staff has been using two rate methods for charging the airlines. Rolling these expenses into the airfield costs at a higher rate and billing separately is another item to address.

The final issue is how the airport is charging charter aircraft or planes that fly less than 7 times per week. As airlines started operating larger aircraft, the rates were a little better than other airlines were paying. Staff has to re-analyze the way operators who fly less than 7 times per week are charged.

The Director stated that staff is working with airlines to find an acceptable way to operate. Staff plans to modify the Rates and Charges Policy and will bring in the consultant who did the analysis and ask them to come up with some new operating models. Staff will be meeting with the airlines later in June to explain this. It may take up to a year to work through this process and bring a revised Rates and Charges Policy to the Board for approval.

**INFORMATION SECTION:** No comments

**AUTHORITY MEMBERS REPORTS:**

**A. Formation of a Nominating Committee:** The Chair stated that the first order of business at the next meeting of the Authority Board should be the election of officers. The Chair appointed Carol Peterson and Doug Tate to serve on the Nominating Committee.

**B. Executive Director Compensation:** The Chair stated that the Executive Director's compensation for the next fiscal year needs to be finalized. An increase of 3% and a modification to the vehicle allowance were discussed during a closed session meeting, however, legal counsel has advised against the modification to the vehicle policy.

Mr. Andrew Tate moved to approve an increase of 3% to the Executive Director's salary effective July 1, 2014. Mr. Roberts seconded the motion and it carried unanimously.

**C. Independent Authority:** The Chair informed the Board that Representative Tim Moffitt has advised the Director that the legislators are considering allowing elected officials to serve on the Authority Board. Representative McGrady introduced an amendment to the statute and also asked for some additional input from Mr. Hillier and the Director. The Chair stated that the central piece of the input he and the Director provided Representative McGrady was to stipulate that the legislation allowing elected officials to serve be effective once the deed for the airport property is transferred to the Authority. The Chair further stated that he and Mr. Douglas Tate will meet with Mayor Manheimer and Councilman Marc Hunt the following week to discuss the independent authority.

**PUBLIC AND TENANTS' COMMENTS:** No comments

**CALL FOR NEXT MEETING:** The Chair advised the Board that a meeting in July was not necessary, therefore the next regular meeting of the Board will be held on August 8, 2014.

**CLOSED SESSION:** None

**SERVICE RECOGNITION AWARD – DAVID R. HILLIER:** Mr. Roberts thanked Mr. Hillier for the tremendous amount of personal time and effort he has expended throughout his service on the Board. Mr. Roberts further thanked Mr. Hillier for his role as mentor to all of the members that serve on the Board. Mr. Roberts read the following resolution of appreciation for Mr. Hillier:

*Greater Asheville Regional Airport Authority*

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*~ Resolution ~*

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

**WHEREAS**, David R. Hillier has diligently served as Member of the Asheville Regional Airport Authority from August, 2006 through June, 2014 and the Greater Asheville Regional Airport Authority from August, 2012 through June, 2014; and

**WHEREAS**, David R. Hillier served as Chairman of the Asheville Regional Airport Authority from January, 2008 through June, 2014; and

**WHEREAS**, David R. Hillier served as Chair of the Greater Asheville Regional Airport Authority from August, 2012 through June, 2014; and

**WHEREAS**, during his service to both organizations, David R. Hillier fulfilled his position with diligence, conscientiousness, an unparalleled sense of humor; exceptional leadership, and contributed to the positive perception of the Asheville Regional Airport and its mission of being the premier airport of choice for Western North Carolina; and

**WHEREAS**, during David R. Hillier's term and under his leadership, great improvements were made at the airport, including a more efficient and enhanced baggage claim area, renovation of the terminal building to a state-of-the-art facility, addition of passenger boarding bridges, construction of a new Aircraft Rescue Firefighting Facility, preparation for an airfield redevelopment, implementation of a 20-year master plan, and greatly improved customer service.

**NOW, THEREFORE, BE IT RESOLVED** that the Greater Asheville Regional Airport Authority expresses its sincere gratitude to David R. Hillier for his dedication and service to the Asheville Regional Airport and the Western North Carolina community.

**Adopted this 6<sup>th</sup> day of June, 2014.**

**Greater Asheville Regional Airport Authority**

The Chair stated that is has been a pleasure serving on the Board and had no doubt that the airport would continue in its current course as one of the best airports in the country.

Mr. Roberts moved to approve the Resolution of Appreciation for Mr. Hillier. Mrs. Peterson seconded the motion and it carried unanimously.

**ADJOURNMENT**: Mr. Andrew Tate moved to adjourn the meeting at 9:23 a.m. Mr. Roberts seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood  
Clerk to the Board

Approved:

Robert C. Roberts  
Vice-Chair



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Vickie Thomas, Director of Finance and Accounting

DATE: August 8, 2014

### ITEM DESCRIPTION – Consent Item B

Approval of Amendment to the FY14/15 Budget

### BACKGROUND

Given that our FY14/15 budget was prepared using estimates available in February, 2014, we need to amend our FY14/15 budget to update some of those estimates.

The FY14/15 budget included an estimated amount of capital carry-over for projects not expected to be completed by June 30, 2014. Now that we have determined the actual spending on these projects for FY13/14, we need a budget amendment to increase the authorized capital carry-over and the related revenues by \$\_\_\_\_\_ to the actual amounts needed for FY14/15. This includes increasing the capital carry-over for the ARFF Facility Design project by \$\_\_\_\_\_, the ARFF Facility Construction project by \$\_\_\_\_\_, the Airfield Redevelopment-Phase 1 project by \$\_\_\_\_\_ and the Airfield Redevelopment-Bid Package 1 project by \$\_\_\_\_\_. Budgeted AIP Entitlements will be increased by \$\_\_\_\_\_, budgeted AIP Discretionary Funds will be increased by \$\_\_\_\_\_, budgeted NC DOT Grants will be increased by \$\_\_\_\_\_, and budgeted Transfer from Authority Cash and Investments will be increased by \$\_\_\_\_\_. The majority of the \$\_\_\_\_\_ Transfer from Authority Cash and Investments will be recoverable from future years' Passenger Facility Charge collections.

In addition, we budgeted annual salary adjustments in the Administration Department. At the beginning of the fiscal year, we determined the actual amounts of these salary adjustments by employee, and we need to amend the FY14/15 budget to account for these adjustments and their related benefit costs in the appropriate departments.

We recommend that the Airport Authority Board amend the FY14/15 budget as outlined below.

Consent – Item B



**ISSUES**

None.

**ALTERNATIVES**

None.

**FISCAL IMPACT**

The budget amendment will increase both FY14/15 budgeted revenues and expenditures by \$\_\_\_\_\_ to provide for the changes outlined above. The net increase in Transfers from GARAA Cash is \$\_\_\_\_\_.

**RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to amend the FY14/15 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, 2015:

Section 1. To amend the appropriations as follows:

**EXPENDITURES:**

|                                      | <u>Decrease</u> |    | <u>Increase</u> |
|--------------------------------------|-----------------|----|-----------------|
| Administrative Department            |                 | \$ |                 |
| Development Department               |                 |    | \$              |
| Executive Department                 |                 |    | \$              |
| Finance Department                   |                 |    | \$              |
| Guest Services Department            |                 |    | \$              |
| Information Technology<br>Department |                 |    | \$              |
| Marketing Department                 |                 |    | \$              |
| Operations Department                |                 |    | \$              |
| Public Safety Department             |                 |    | \$              |
| Carry-over Capital Expenditures      |                 |    | \$              |



|        |    |    |
|--------|----|----|
| Totals | \$ | \$ |
|--------|----|----|

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

**REVENUES:**

|   | <u>Decrease</u> | <u>Increase</u> |
|---|-----------------|-----------------|
| Federal Grants – AIP Entitlement Funds  |                 | \$              |
| Federal Funds – AIP Discretionary Funds |                 | \$              |
| NC Department of Transportation Grants  |                 | \$              |
| Transfer from GARAA Cash                |                 | \$              |
| Totals                                  | \$              | \$              |

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

Adopted this 8th day of August, 2014.

\_\_\_\_\_  
 \_\_\_\_\_, Chair

Attested by:

\_\_\_\_\_  
 Ellen Heywood, Clerk to the Board



## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Suzie Baker, Director of Administration

DATE: August 8, 2014

### **ITEM DESCRIPTION – New Business Item A**

Approval of Amended Administration Policies and Procedures

### **BACKGROUND**

The current Administration Policies and Procedures are being amended to ensure compliance with all Federal and State Laws, to incorporate title and name changes and to clarify and/or update various policies.

### **ISSUES**

Staff is recommending that the current Administration Policies and Procedures be amended to reflect such changes.

### **ALTERNATIVES**

The Authority Board could decide to make additional changes or modifications, or not to amend the current Administration Policies and Procedures.

### **FISCAL IMPACT**

There is no fiscal impact to the Authority.

### **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) approve the attached amended and new Policies; and (2) authorize the Executive Director to execute the necessary documents.

Attachment

New Business – Item A



**GREATER ASHEVILLE REGIONAL  
AIRPORT AUTHORITY**



**ADMINISTRATION POLICIES AND  
PROCEDURES**

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Organizational Policy & Procedure: Administration Policies & Procedures **Section 101.00**  
Asheville Regional Airport Authority Purpose Administration

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**PURPOSE** The ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority is a local governmental Authority created by action of the General Assembly of North Carolina under Session Law 2012-121, to maintain, operate, regulate, and improve the Asheville Regional Airport (Airport), ~~agency created by action of the City of Asheville and the County of Buncombe for the purpose of developing and operating the Asheville Regional Airport.~~

**INDENTIFICATION** The name of this organization is the ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority, from this point on referred to as the Authority. The Authority is directed and governed by the ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority Board, from this point on referred to as the ~~Authority Board~~or Board.

**INCONSISTENCIES** To the extent of any inconsistency between these Administrative Policies & Procedures and Session Law 2012-121, the Greater Asheville Regional Airport Authority Act ("GARAA Act"); the Bylaws of the Greater Asheville Regional Airport Authority ("Bylaws"); the North Carolina General Statutes; and/or other State or Federal Law, the GARAA Act, Bylaws, North Carolina General Statutes, and/or State or Federal Law shall prevail.

**MODIFICATION** These Administrative Policies & Procedures may be amended and/or revised by the Authority at any time, in whole or in part.

**Functions** ~~To determine policy and administer the provisions of the laws of North Carolina.~~

**APPROVAL AND UPDATE HISTORY**

**Approval** ~~December 11, 2006~~ July 1, 2014

**Supersedes** December 11, 2006, March 15, 2004

**OBJECTIVE**

To administer the provisions of [the Greater Asheville Regional Airport Authority Act \(GARAA Act\)](#) which was enacted by the North Carolina General Assembly to establish the Authority as an independent airport authority, ~~the Agreement between the City of Asheville and the Asheville Regional Airport Authority which was established pursuant to Section 160A-272 of the North Carolina General Statutes, and the Agreement between the County of Buncombe and the City of Asheville which was established pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina (the "Agreements")~~.

**METHOD OF OPERATION**

**Purpose of the Board Obligations and Duties of the Board**

To carry out the objectives of the GARAA Act and to act in accordance with applicable law; exercise independent judgment as public officials; make informed and independent decisions; act in what he or she perceives to be the best interest of the Authority; act in good faith; and seek the fulfillment of the Authority's Mission Statement. ~~To carry out the objectives of the Agreements and to serve the public interest through the coordination of the planning, financing, construction, and operation of the aviation facilities known as the Asheville Regional Airport in Buncombe County, North Carolina.~~

**Functions of the Board**

- To exercise the powers of the [Authority Board](#) to make rules and regulations concerning its operations and facilities.
- To adopt resolutions, policies and procedures.
- To approve the Authority's annual operating budget and capital improvement expenditures.
- To serve as a public forum for citizens on aviation matters.

**Powers of the Board**

The Board has all powers necessary to carry out the purposes of the ~~Agreements~~ [GARAA Act](#).

**Membership of the Board**

The membership of the Board consists of seven (7) members who are appointed as provided by the ~~Agreements~~ [GARAA Act](#).

**Election and Term**

There shall be elected from the members of the Authority a

**of Office**

~~Chairman, a Vice-Chairman, and such other officers as the Board may deem necessary. The term of office of the Chair and Vice-Chair is two (2) years. Board members, including officers, may continue to serve until a successor has been duly appointed and qualified, but not for more than sixty (60) days. a Secretary/Treasurer. These officers shall serve for two (2) years or until the first meeting of the Authority of the second year after their election, or until their successors have been elected.~~

**Officers of the Board**

1. ~~Chairman. The Chair shall: perform such responsibilities as may be directed from time to time by action of the Board; preside at meetings of the Board; and make determinations and rulings concerning parliamentary and procedural matters and issues that may arise during, or with respect to, such meetings, subject to the proviso that the Board may take action to modify, rescind, or reverse any such determination or ruling by the Chair. In addition, the Chair may create, from time to time, an ad-hoc nominating committee and appoint, from the Boards' membership, the chair and members thereof, for the purpose of proposing nominees for Chair, Vice-Chair, and/or other officers, or for the purpose of proposing a nominee to fill an unexpired, vacant term of office. The Chairman shall call and preside at all regular and special meetings of the Authority. The Chairman shall appoint the Chairman and members of all Committees and shall be an ex-officio member of all such Committees. The Chairman shall perform such other duties as may come within the jurisdiction of this office. At each meeting, the Chairman shall submit such recommendations and information as may be appropriate concerning the business, affairs and policies of the Authority.~~

2. ~~Vice-Chairman. The Vice-Chair shall act in lieu of the Chair in the event of the latter's absence, disability, incapacity, or unavailability, or as may be directed from time to time by action of the Board. The Vice-Chairman shall preside at meetings and perform the duties of the Chairman in the absence or incapacity of the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Chairman or the Authority.~~

3. ~~Secretary/Treasurer. The Secretary/Treasurer shall have general authority for the records of the Authority and shall perform such other duties as are assigned by the Authority. The Authority may designate one or more Assistant Secretaries~~

~~to keep the minutes of Authority meetings and perform such other duties as the Authority may assign. In addition, the Secretary/Treasurer shall have the general authority to oversee (1) the receipt of monies payable to the Authority and that such monies shall be deposited to the credit of the Authority; (2) that there is proper payment of all bills; and (3) that the appropriate books and records of the receipts and expenditures are kept and shall be open at all times for inspection; provided, that the Airport Director or designee shall keep such book accounts, make such deposits, and pay all bills for expenditures in accordance within the approved policies and procedures of the Authority.~~

**MEETINGS**

**Time and Place**

The Authority shall meet regularly once a month, unless the Board determines to cancel a monthly meeting. The date and time of such regular meetings shall be set and may be changed by affirmative vote of four (4) members of the Authority. Special meetings of the Authority may be called by the Chair~~man~~ or by not less than four (4) members, such special meetings to be held at a place and time designated by the Chair~~man~~ or the four (4) calling members. All members shall be notified at least forty-eight (48) hours in advance of such meetings. Regular meetings are held on the second Friday of each month at 8:30 a.m. in the Conference Room at the Asheville Regional Airport. All meetings of the Board are public meetings governed by the provisions of Chapter 143-318, North Carolina General Statutes.

**Schedule**

The Authority adopts a calendar quarterly, semiannually or annually. This calendar of the Board's regular meetings, including dates, times, and locations, shall be ~~published~~ posted on the Authority's website. ~~Notice of the day, time, and place of regular sessions of the Board are posted~~ in the Authority's Reception Area and in designated areas in the terminal area at the Asheville Regional Airport.

**Emergency Meetings**

Meetings of the Board to deal with a bona fide emergency may be held as necessary, with reasonable notice, as long as the action taken at the meeting is subsequently ratified by the Authority. However, no approval of the Authority's annual budget may be granted at an emergency meeting.

**Notice to Board Members**

~~Notice to Board Members is not required for any regular public session of the Board that is held at the normally scheduled time and place.~~

~~Notice to Board Members of any special meeting or any regular public session to be held at other than the normally scheduled time and place is given by the Secretary or designee, either verbally or in writing.~~

**Agenda and Minutes**

The ~~Airport Director~~Executive Director prepares an agenda and the ~~Secretary or Designee~~Clerk to the Board or designee, maintains minutes of each meeting.

Material required for a regular meeting, scheduled for the second Friday of each month, is distributed to each Board member no less than two (2) business days prior to such meeting.

Minutes of the Board meetings, except closed session minutes, are public records, and will be open to public inspection as provided by the laws of the State of North Carolina.

**Committees**

The Authority may create committees as needed by an affirmative vote of four (4) members of the Authority. The Chairman of the Authority shall: appoint the members of all committees, remove any member if good cause exists; and designate the committee chairman.

**Seal**

The Authority has an official seal that is kept by the Executive Director ~~Secretary or designee~~ at the Offices of the Authority.

**Financial**

The Fiscal Year of the Authority begins July 1 and ends June 30.

The ~~Airport Director~~Executive Director prepares a budget on or before March-May 15 of each year for the next ensuing year for approval by the ~~Authority~~ Board.

The Board contracts for an annual audit of the financial records of the Authority by an independent certified public accountant.

**Documents**

All checks, drafts, and orders for payment of money shall be signed in the name of the Authority by the Finance eOfficer or a properly designated Deputy Finance Officer and



countersigned by the ~~Airport Director~~ Executive Director or another ~~d~~Department ~~d~~Director designated by the ~~Airport Director~~ Executive Director.

The execution of any contract, conveyance, or other instrument authorized by the Board, is made in the name of the Authority by the ~~Chairman, or Vice Chairman, Secretary or Airport Director~~ Executive Director.

By resolution, the Board may identify and authorize any other officer or employee to execute specified contracts, conveyances, or other documents, otherwise not authorized within policy and procedures.

**Rules and Regulations**

~~In compliance with the Agreements, t~~The Authority Board has adopted its Administration Policies and Procedures, Human Resources Policies and Procedures, Manual and the Asheville Regional Airport Minimum Standards Requirements for Airport Aeronautical Services, and Rules and Regulations. Additions to or amendments of such documents are proposed by the ~~Airport Director~~ Executive Director and are subject to adoption by the Board.

**Emergency Actions**

In the event of an emergency involving immediate danger to the health, safety, or welfare for the public, the ~~Airport Director~~ Executive Director may, with the ~~Chairman's~~ concurrence, adopt any rule or regulation to protect the public interest, provided that prior to or at the time of the adoption of the rule or regulation, the ~~Airport Director~~ Executive Director provides to the Board a written report of the immediate danger that exists and the reason for needing the emergency rule.

An emergency rule or regulation is effective for ninety (90) days only after its adoption, during which time, regular rule-making procedures may be invoked.

An emergency rule or regulation may become effective immediately.

**APPROVAL AND UPDATE HISTORY**

**Approval** ~~June 11, 2010~~ July 1, 2014

**Supersedes** June 11, 2010, December 11, 2006, March 15, 2004

**Objective**

~~Board m~~Members of the ~~Asheville—Regional—Airport Authority~~ Greater Asheville Regional Airport Authority (“Authority Members”) shall comply with laws and regulations applicable to conflicts of interest, including North Carolina General Statutes Sections 14-234, 14-234.1, and 133-32. ~~(such as Section 14-234 of the General Statutes of North Carolina).~~

**METHOD OF OPERATION**

Upon request, and for good cause, the Greater Asheville Regional Airport Authority (“Authority”) may excuse an Authority Member from voting on a specific matter, and the abstention shall not be recorded as either an affirmative or negative vote. However, if an Authority Member abstains from voting without being excused, the abstention shall be recorded as a vote with the majority or, in the event there is a tie vote, the abstention shall be recorded as neither an affirmative nor negative vote.

Subject to the exceptions set forth below, an Authority Member shall not hold, or be employed in, a management, executive, or other decision-making position, if any of the duties or responsibilities of such position involves negotiating, approving, executing, or administering any agreement, contract, lease, or sublease to which the Authority is the other party or one of the other parties. In addition, an Authority Member shall not be the spouse, parent, stepparent, child, or stepchild of an individual holding, or employed in, such a position.

This policy does not apply to any grant or other agreement, contract, lease, or sublease between the Authority and another governmental entity (including, but not limited to, the County of Buncombe, County of Henderson, City of Asheville, Division of Aviation, North Carolina Department of Transportation, Federal Aviation Administration, United States Department of Transportation, and United States Department of Homeland Security).

In addition, this policy does not apply to an Authority Member involved in the negotiation, approval, execution, or administration of an agreement, contract, lease, or sublease

to which the Authority is the other party or one of the other parties, if ~~+~~ the Authority Member is also an employee of the County of Buncombe, County of Henderson, or City of Asheville, and the Authority Member's involvement is part of his or her service or performance as such an employee, ~~or~~

- ~~• The Authority Member is also a member of the General Assembly of North Carolina, the chairperson or member of the Buncombe County Board of Commissioners, the chairperson or member of the Henderson County Board of Commissioners, or the mayor or member of the Asheville City Council, and such involvement is part of his or her service or performance as the chairperson, mayor, or member thereof.~~

#### CODE OF CONDUCT POLICY

Except as may be required by an applicable law or order of a court of competent jurisdiction, an Authority Member shall not:

- Grant any special consideration, treatment, or advantage to any person (including, but not limited to, an individual or corporation) beyond that which is available to every other person;
- Use or disclose confidential information gained in the course of a closed session of the Authority or in the course of, or by reason of, his or her official position as an Authority Member, whether for the purpose of advancing his or her personal, financial, business, or family interest, or otherwise; or
- Use or disclose any information gained in the course of a closed session of the Authority, for so long as the minutes thereof are withheld from public inspection.

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), February 22, 2008

**OBJECTIVE** To direct the operation of the airport and projects under the jurisdiction of the Authority and to plan facilities and services to meet community aviation needs.

**POLICY**

**General** The ~~Airport Director~~Executive Director reports to the ~~Authority~~ Board. The ~~Airport Director~~Executive Director is responsible for the implementation of Board policies and directs the operation, management, and promotion of all activities, which the Authority is charged under the provisions of its enabling legislation.

The ~~Airport Director~~Executive Director:

- Is the chief executive officer and head of the administration of the Authority, and recommends specific goals and objectives to the Board.
- The ~~Airport Director~~Executive Director shall be responsible to the Authority for the proper administration of all affairs of the Authority, and to that end, subject to provisions of the Agreements, shall have power and shall be required to:
  - (1) Select, employ, and discharge, all subordinate personnel as may be required to do the work of the Authority.
  - (2) Fix and or adjust the salary of employees of the Authority, within the budget of the Authority.
  - (3) Endorse all contracts, bonds and other instruments in writing in which the Authority is interested.
  - (4) Serve as the Budget Officer and prepare the annual budget, in conjunction with the Director of Finance and Accounting, for the Authority and submit it to the ~~Authority Board~~, and be responsible for its administration after adoption.

- (5) Prepare and submit, in conjunction with the Director of Finance and Accounting, to the Authority Board, as of the end of the fiscal year, a complete report on the finances and administrative activities of the Authority for the preceding year.
  - (6) Keep the Authority Board advised of the financial condition and future needs of the Authority, and make recommendations as necessary.
  - (7) Perform such other duties as may be necessary in the proper administration, excluding policy decisions, of the facilities operated by the Authority.
- Collects and evaluates data pertaining to:
    - 1. population trends and movement of population centers,
    - 2. other transportation media,
    - 3. all applicable regulations and laws,
    - 4. technological advances,
    - 5. community needs,
    - 6. needs and plans of other agencies and authorities.
  - Develops alternate plans for airport expansion, improvement, and additions.
  - Directs the administration and operation of the airport through staff.

**Memberships**

The ~~Airport Director~~Executive Director serves as a non-voting member and provides technical assistance on numerous boards and committees connected with the Authority.

~~Airport Director~~

**Absence of Airport Director**

In the absence of the ~~Airport Director~~Executive Director, the Deputy Executive Director, Development and Operations or the ~~d~~Department ~~d~~Director so designated by the ~~Airport Director~~Executive Director (length of time to be determined by the ~~Airport Director~~Executive Director) serves in an acting capacity and performs such duties inherent to the ~~Airport Director~~Executive Director's position. Should the ~~Airport Director~~Executive Director be unable to perform the assigned duties for any reason, the Chairman of the Authority designates an Acting ~~Airport Director~~Executive Director, to be confirmed by the ~~Airport Authority~~ Board at its next meeting.

**APPROVAL AND UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, May 23, 2005, March 15, 2004

**OBJECTIVE**

To establish a policy for the management of all property comprising the Asheville Regional Airport (AVL).

**METHOD OF OPERATION**

1. The Authority will not lease property for a commercial use at AVL except at its fair market rental value. The fair market value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than 24 months prior to such use by an appraiser designated an "MAI" (Member Appraisal Institute) appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). All rentals under leases of commercial property shall be adjusted to stay at the fair market value, based on reappraisal by a Qualified Appraiser or annual Consumer Price Index (CPI) adjustments.

This policy shall not prevent the Authority from providing lessees of commercial property with reasonable market incentives to promote interest in developing the property (including without limitation, reasonable limitations on increases in the annual rent resulting from reappraisal during a portion of the lease term), but such market incentives shall be identified in writing at the time the ~~Authority~~ Board is asked to approve the lease.

2. The Authority will not lease property for aeronautical uses at AVL, except at a fair and reasonable rental value, such rental value will allow the Authority to maintain a fee and rental structure to make the airport where the property is located as self-sustaining as possible under all circumstances then existing at such airport. The fair market value shall be based on an appraisal of such property (or of comparable property) performed or updated not more than 24 months prior to such use by an appraiser designated an "MAI" appraiser by the American Institute of Real Estate Appraisers or comparable person qualified to appraise real estate ("Qualified Appraiser"). Leases of property for aeronautical purposes shall provide for adjustments to maintain fair market value in rental. ~~At the time the Authority is asked to approve a lease for aeronautical purposes, the Authority Board shall be advised in writing of the justification for the proposed rent.~~
3. The Authority shall have the right to approve leases that vary from this policy, but the justification for any such variation shall be provided to the ~~Authority~~ Board in writing at the time approval by the Authority is requested.

4. Staff is directed to reduce to writing the procedures it follows to:
  - (a) Negotiate a lease, draft the lease, obtain an original appraisal and subsequent re-appraisals, monitor lease compliance, review tenant submittals (gross receipts reports, financial statements, fuel reports), market developable leaseholds, and terminate leases for default.
  - (b) Update current leasehold and ALP (Airport Layout Plan) maps
  - (c) Provide up-to-date listing of the tenants with basic lease information like lease term, square footage or acreage, and location.
  - (d) Provide for systematic appraisal and re-appraisal of property subject to this policy.
  - (e) Track rent received, gross receipts reporting, CPA (Certified Public Accountant) report submittals, and any modifications to the lease.
  - (f) Require documentation in the lease files to support not charging fair rental value to a tenant.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), March 15, 2004



**OBJECTIVE** To describe the normal procedures for the proper management of revenue generating lease agreements. The procedure outlines the processes and designates the responsible parties for controlling both monetary and non-monetary matters associated with lease agreement.

**METHOD OF OPERATION**

**Negotiation of Leases** Once staff is aware of a party's ("tenant") desire to lease space at the airport, a meeting is conducted with the tenant to determine the type of business that the tenant desires to conduct from the premises and the various uses of the property that would result from the business, the amount of space required, need for access to the airfield, etc. Once these factors are known staff will recommend, on a preliminary basis, a general site for the location of the tenant. A range of rental values may be given to the tenant, with the understanding that the actual rental rate will be based on the fair market value of the property or a reasonably equivalent property having close proximity and of like use, to the intended parcel.

**Drafting of Lease Agreements** Unless the proposed business is of a unique nature, or will potentially have terms that are unique, staff will provide the potential tenant with a standard form lease for the type of business to be conducted.

If a standard form lease is not available, staff will draft an appropriate document. After review by the Authority's legal counsel, staff will send a copy of the drafted agreement to the tenant. In some instances staff may request that legal counsel prepare the initial document.

Staff and legal counsel will then negotiate a final form of lease document with the tenant.

**Drafting of Lease Agreements-Initial Appraisal** If an appraisal of the property to be leased, or an appraisal of reasonably equivalent property in close proximity to the property to be leased, has not been obtained within the last 24 months, staff will contact a Qualified Appraiser (as that term is defined in the Property Management Policy) familiar with airport property and procure the appraisal based upon the approximate size of the leasehold for its highest and best use. The appraisal will be used to determine the base

rental rate in conformance with the Property Management Policy.

**Approval of Terms by the Members of the Authority**

At such time as the parties agree in principle to the terms of the agreement, staff will prepare a memorandum to the Members of the ~~Airport~~ Authority requesting that the Members approve the terms of the lease agreement. Terms of the lease normally described in the memorandum include: type of lease, uses of leasehold, leasehold size, length of term, rental rate, rental rate adjustments, investment requirements by lessee, and any obligations of the Authority. This memorandum shall identify any market incentives contained in the proposed lease, the justification for the proposed rental (if the lease is for aeronautical purposes), and the justification for any variations from the Property Management Policy.

A boundary drawing or survey of the property is then obtained to accurately describe the lease boundaries and the size of the premises. From this information rental amounts are calculated on the gross area of the premises and included in the lease agreement.

Upon execution of the agreement by the tenant, the tenant must provide to the Authority all required evidence of insurance coverages and evidence of financial security (bond, letter of credit, deposit, etc.) as may be required in the agreement. The agreement is again reviewed by the Authority's legal counsel and if approved, it is then presented to an Officer of the ~~Airport~~ Authority or ~~Airport Director~~ Executive Director for execution.

**Lease Form Summary**

Once the lease agreement has been fully executed, a lease summary form outlining the terms of the agreement will be prepared. The summary form includes financial terms, commencement and expiration dates, dates of rental adjustments, obligations of both parties including the filing of "as built" construction plans, final construction costs, etc.

**Periodic Rental Adjustments and Re-Appraisals**

Periodic rental adjustments to the financial terms of the lease agreement are monitored through the Authority's computer system.

Appraisals required for periodic rental adjustments are normally provided six (6) months in advance of the rent adjustment date. When the appraisal is received, the adjustment is calculated and a notice is provided to the tenant. The tenant has the period specified in the lease (normally thirty (30) days) to disagree with the appraisal and rental increase amount. If the tenant does not timely

protest the increase, the Finance Department is notified of the change in the rent and its effective date. If the tenant disagrees with the appraisal and rental increase on a timely basis, procedures outlined in the lease agreement are followed to resolve the protest.

**Monitoring of Lease Compliance**

There are several facets of a lease which need to be monitored including: expiration, renewal options, rental rates, insurance, construction and as-built plans, certified costs for improvements, payment of taxes and assessments, changes in financial terms, length of lease term and options, and condition of premises.

Most of these items are monitored through the Authority's computer system for expiration dates. Construction plans are reviewed by the ~~Airport Director~~Executive Director or designee for approval prior to construction. As-built drawings are obtained once any construction is completed and these drawings are then reviewed by ~~Airport Director~~Executive Director or designee. Certified statements of the cost of the construction are reviewed by the ~~Airport Director~~Executive Director or designee. The cost statement document is then filed with the agreement.

In conjunction with Buncombe County and/or appropriate City agency, staff monitors payment of taxes and assessments by its tenants and notifies those that are delinquent if it receives notification from the taxing body. In addition, the tenant premises are inspected routinely by the Authority's staff.

**Required Documentation in Lease Files**

All contracts shall have two files. One shall be the working file and one shall be the original which is stored in a secondary location on the Airport for safety purposes. The working file shall contain:

- (a) A signed copy of the contractual agreement.
- (b) Original appraisal and re-appraisals including notices to the tenant of rental increases.
- (c) Memoranda to the Board containing the information required by the Property Management Policy, with minutes showing action taken on the original lease and any subsequent amendments.
- (d) Documentation supporting the rental rate if the rate is less than fair market rental value.
- (e) FAA consent letter for non-aviation leases.

- (f) The lease summary.
- (g) General Correspondence.

**Tenants Lists**

Staff will maintain a list of leases at the airport. This list will be broken down by general location on the airports and will include the name of the tenant, lease term, square footage/acreage and the current rental rates for each tenant. ~~This list will be updated every six months.~~

**Marketing of Developable Leaseholds**

Staff will market its properties in various ways including, but not limited to: marketing brochures, posting of site availability signs on developable parcels, publishing requests for proposals for various sites, advertising in trade journals, use of Authority website and promotion of use of Authority properties at trade shows and conferences.

**APPROVAL AND UPDATE HISTORY**

- Approval** [June 11, 2010-July 1, 2014](#)
- Supersedes** [June 11, 2010](#), March 15, 2004

**OBJECTIVE**

To establish a Records Management Program to plan, organize, coordinate, direct, control, and supervise all public records within the Authority, from creation to final disposition.

**METHOD OF OPERATION**

~~Retention and disposition of Public Records will be in accordance with~~ Public Law, State of North Carolina General Statute Chapter 132, administered by the State of North Carolina ~~and the Authority's Records Retention Schedule.~~

- ~~• defines "public records" and "agency,"~~
- ~~• establishes the legal basis for custody and disposal of records and for public access to such records,~~
- ~~• provides a system for the scheduling and disposal of records,~~
- ~~• establishes uniform techniques for efficient and economical record making and keeping.~~

**Definitions**

~~Agency~~ – The ~~Asheville Regional Airport Authority~~ ~~Greater Asheville Regional Airport Authority~~.

~~Custodian~~ – ~~Airport Director or designee.~~

**Department** – Department of Cultural Resources, North Carolina Department of State.

**Public Records** - "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency" (North Carolina Statute 132-1).

**Public Records Coordinator** - The ~~individual Director of Administration within the Asheville Regional Airport Authority~~ who coordinates the examination, inspection, and copying of records. ~~(Director of Administration).~~

**Records Management** - The systematic control of records to meet the Agency's needs.

**Records Management Liaison Officer (RMLO)** - The ~~individual within the Asheville Regional Airport Authority~~ Director of Information Technology who is designated in accordance with North Carolina Statutes to serve as Agency Records and Information Manager and as a liaison with the Department of Cultural Resources, North Carolina Department of State.

**Records Series** - A group of related documents arranged under a single filing system or kept together as a unit because they consist of the same form, relate to the same subject, result from the same activity, or have certain common physical characteristics.

**Retention** - The safekeeping of all ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority Public Records as defined by North Carolina Statute 132-3.

**Retention Schedules** - The form or document that establishes the authorized standard for the orderly retention, transfer, or other disposition of records, taking into consideration their legal, historical, and administrative values.

**Responsibility**

The RMLO is designated by the ~~Airport Director~~ Executive Director of the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority, and has the authority to create suitable guidelines and rules for the orderly management, scheduling, and disposition of public records in compliance with established rules and regulations of the Department and within the provisions of governing North Carolina Statutes.

**Scheduling and Disposition of Records**

**General Records Schedule, Records and Retention**

A General Records Schedule is issued by the Department, describing the records and designating a retention period to officially establish the length of time that the record series

must be retained to meet administrative, legal, fiscal, and historical needs. The designated schedule is the minimum time that a record series must be kept.

**Authority Records Schedule**

Individual records schedules for Agency records are established when it is determined that certain Agency records are not covered under the General Record Schedule, or that a different retention period than stated in the General Records Schedule is desirable. Such a schedule must be submitted by the RMLO to the Department for approval.

**Changes to Retention Schedules**

The established schedules remain in effect until a change in series content or other factors are introduced that will affect the approved retention period. Should this occur, a new schedule form must be submitted to the Department by the RMLO for approval. Once an official retention value has been established for a record series, either by General or Agency Records Schedules, records in the series are eligible for disposal action when the retention requirements have been met.

**Obtaining Disposal Authorization**

When retention requirements have been met, disposal action is initiated. All forms approved by the Department become the official retention schedule or disposal authorization for the records of the Agency and will be permanently retained by the RMLO.

**Destruction of Public Records**

Destruction of records is accomplished through the process of shredding, maceration, incineration, recycling, burial in a landfill, or other method that has been approved by the Department in accordance with its established guidelines.

Audio recordings are created during each Authority Board meeting (excluding closed session meetings) to facilitate the creation of the official written Board minutes. These recordings are destroyed immediately, by the process listed above, following the adoption of the official written minutes by the Board.

**Survey of Records**

A survey is made of each department's records by the Agency's ~~D~~epartment ~~D~~irector/~~P~~ublic Records ~~C~~oordinator at the end of each fiscal year. As a result of this survey,

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Section 106.00  
~~Administration~~

~~Retention and Disposition of Public Records~~

recommendations for the transfer of inactive records to storage, scheduling of unidentified records and/or destruction of any of these records, is submitted by the Agency's ~~dDepartment~~ ~~dDirector~~ ~~\_\_\_/Public~~ ~~Records Coordinator~~, to the RMLO for appropriate action.

Penalty Discipline

It is unlawful for any officer or employee of the Agency to mutilate, destroy, sell, loan, or otherwise dispose of any public record. Destruction of any Agency records must be authorized by the Department. Violation of this procedure constitutes a misdemeanor and is punishable by law.

APPROVAL AND  
UPDATE HISTORY

Approval ~~June 11, 2010~~ July 1, 2014

Supersedes June 11, 2010, March 13, 2009, December 11, 2006  
March 15, 2004



**OBJECTIVE**

To provide a central location for all inquiries concerning the Airport Authority and its employees.

**METHOD OF OPERATION**

**Directives**

**Inquiries concerning the Airport Authority**

Employees shall at all times be courteous to those members of the public who seek information. Employees are cautioned that information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Any release of such information before final decisions or disposition of the matter could cause misunderstanding and confusion resulting in waste of time and money. An employee will decline courteously to reveal such information and shall direct the inquiry to the ~~Airport Director~~ [Executive Director](#) or designee, keeping in mind that it is not the intent of the Airport Authority to be secretive, or to withhold valid information, but to assure that all information released is true and accurate. This policy is in no way intended to restrict the release of information concerning matters of fact that the employee is expected to provide the public, or other employees or officials in the normal course of employment.

**Inquiries concerning the Employees**

Inquiries concerning verification of employment are referred to the [Director of Administration](#) ~~Department~~ or designee.

Those personnel records, which are declared to be public records by virtue of North Carolina General Statute Chapter 132, will be opened for inspection to any person in accordance with the provisions of that statute.

Information concerning employees or former employees is not voluntarily given over the phone. Employees receiving such inquiries should courteously suggest that a letter be written to the [Director of Administration](#) ~~Department~~.

Only verifications concerning employment period, job classification, and salary of employees may be given over the phone. The Director of Administration, ~~F/K/A Administration Manager~~, may give additional information of present employees by telephone to reputable groups or individuals.

~~Personal~~ ~~The Authority's~~ reference ~~concerning~~ ~~for~~ an employee or former employee may be given by ~~Executive Senior Management~~, only ~~after reviewing the proposed response with the Director of Administration~~; ~~however, due caution should be exercised in providing such references.~~

**APPROVAL AND  
UPDATE HISTORY**

**Approval** ~~June 11, 2010~~ July 1, 2014

**Supersedes** June 11, 2010, March 15, 2004

~~Organizational Policy & Procedure~~ Administration Policies & Procedures

Section 106.02

~~Inspection and Copying of Authority Public Records~~

Administration

**OBJECTIVE**

To establish a procedure for inspection of all ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority public records in compliance with Chapter 132, North Carolina General Statutes.

**METHOD OF OPERATION**

Inspection and copying of Authority Public Records shall be in accordance with Chapter 132, North Carolina General Statutes, administered by the State of North Carolina:

- ~~establishes general state policy on public records; i.e., "it is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person". . . . (Section 132-1, North Carolina Statutes);~~
- ~~defines "public records" and "agency;"~~
- ~~establishes the legal basis for custody and disposal of records and public access to such records; and~~
- ~~promulgates rules for the inspection, examination, and duplication of records; exemptions;~~

**Definitions**

**Agency** - The ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority.

**Authority Offices** - The offices of the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority.

~~Custodian~~ - Airport Director or designee.

**Public Records Coordinator** - The Director of Administration who coordinates the examination, inspection, and copying of records.

**Department Records Coordinator** - An employee of The ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority designated by each department, whose responsibilities include records storage, retrieval, copying and inventory of department files.

**Public Records** - "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, or means of transmission,

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**Section 106.02**

**Inspection and Copying of Authority Public Records**

**Administration**

made or received pursuant to law or ordinance in connection with the transaction of official business by any agency" . . . (Section 132-1, North Carolina General Statutes.)

~~**Records Management Liaison Officer (RMLO)**—The individual designated in accordance North Carolina Statutes, to serve as Agency Records and Information Manager and as liaison with the Department of Cultural Services, North Carolina Department of State.~~

**Responsibilities**

All Agency employees receiving public records requests are to immediately refer the requesting party to the ~~Department's~~ Records Coordinator or ~~their~~ designee, and notify ~~either the RMLO or the Public Records Coordinator Deputy Airport Director of Development and Operations, F/K/A Deputy Airport Director,~~ or designee that a request to inspect and/or produce has been received. The ~~RMLO or the Public Records Coordinator Deputy Airport Director of Development and Operations or designee or designee~~ will instruct the Department's Records Coordinator as to the disposition of a public records request.

**Requests to Inspect Authority Records**

Unless exempt by law or court order, the public records of the Agency are open to inspection, examination and copying, at the Agency offices, by any person during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. Requests may be made in person, or in writing. Requests do not have to be in writing. If a request is overly broad and/or vague, the person may be asked to be more specific about the records they are seeking.

**Authorized Charges for Copies**

~~Unless otherwise provided by law, the Authority shall charge persons requesting copies of public records a fee, in accordance with North Carolina General Statute Section 132-6, for the actual cost of making the copies, which fee shall include all direct, chargeable costs related to the reproduction, as determined by generally accepted accounting principles and excluding costs that would have been incurred if a request to reproduce public records had not been made. Any person, requesting copies of Authority documents, is to be advised that the authorized charges must be paid to the Authority prior to making copies. The Authority Board has authorized the following charges:~~

**Organizational Policy & Procedure: Administration Policies & Procedures** **Section 106.02**  
**Inspection and Copying of Authority Public Records** **Administration**

- ~~\$.25 per one-sided copy not more than 14" x 8 1/2",~~
- ~~\$.50 per two-sided copy not more than 14" x 8 1/2",~~
- ~~\$1.00 per one-sided color copy not more than 14" x 8 1/2",~~
- ~~\$2.00 per two-sided color copy not more than 14" x 8 1/2",~~
- ~~\$1.25 per copy for a certified copy of record,~~

~~For all other copies, including multiple volume documents, actual cost of duplication.~~

**Voluminous Requests**

**Electronic Records/Information Systems**

~~Persons requesting public records of such a volume as to require extensive use of the Authority's information technology resources or extensive clerical or supervisory assistance may be charged, in addition to the actual cost of reproduction, a special charge, which shall be reasonable and based on the actual cost incurred by the Authority.~~

~~Paper output copies generated from a computer system same as above.~~

~~Charges for output to any other medium (i.e., diskettes, cd-roms, usb/flash drives, tape cartridge, tape reel, etc.) will be the cost to the Authority for such medium. Charges will be imposed for the "extensive use" of information technology, including the cost of output reproduction and cost of searching (includes retrieval from off-site storage).~~

**Labor Charges**

~~For extraordinary or voluminous requests requiring more than 30 minutes of staff time, a reasonable labor charge will be imposed in addition to the cost of duplication. The charge will be computed using the employee's hourly rate of pay, including benefits, multiplied by the actual time worked to accommodate the request (including the first 30 minutes) and measured in tenths of an hour.~~

**Mailing Copies**

~~The Authority is not required to mail requested copies. If a request to mail copies is honored, the appropriate amount of postage is to be included and collected with the copy charges.~~

**Receipts** ~~Any person paying for copies of documents and/or postage is to be issued a receipt. A copy of the receipt and the collected funds are to be immediately submitted to the Finance Department.~~

**Request to Fax Documents** Records requested pursuant to the public records law are not ~~normally~~ normally faxed unless authorized in advance by the ~~Custodian~~ Public Records Coordinator.

**Litigation** If the subject matter of the public records request is in litigation, or may soon be in litigation, contact the Public Records Coordinator RML0 ~~or the Deputy Airport Director of Development and Operations~~ or designee for instructions, and/or actual production.

**Penalty** ~~A public officer who knowingly violates the provisions of Chapter 132, North Carolina General Statutes, may be subject to suspension, removal or impeachment and, in addition, may be convicted of a misdemeanor of the first degree.~~

**APPROVAL AND  
UPDATE HISTORY**

**Approval** ~~June 11, 2010~~ [July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, March 15, 2004

Organizational Policy & Procedure: Administration Policies & Procedures **Section 106.03**  
Disposition of Authority Board Closed Session Minutes **Administration**

**OBJECTIVE** To establish procedures to unseal previously closed ~~Authority~~ Board closed session meeting minutes and eventual disposition of those minutes in accordance with Section 106.00, Retention and Disposition of Public Records, of the Asheville Regional Airport Administration Policies and Procedures.

**METHOD OF OPERATIONS**

**Overview** The ~~Airport Director~~ Executive Director as custodian of the ~~Authority~~ Board closed session meeting minutes is responsible for the upkeep, retention and disposition of closed session minutes. Once closed session minutes are approved by the ~~Authority~~ Board, the ~~Airport Director~~ Executive Director files and stores the minutes in a secure manner. Not all closed session minutes are permanently sealed. This policy establishes the procedures to unseal those records at the appropriate time.

**Procedure** Each December, or any such time the Board deems appropriate, the ~~Airport Director~~ Executive Director shall review the closed session minutes on file and determine which minutes should be unsealed based on the nature of the business contained within those minutes.

The agenda for the first ~~Authority~~ Board meeting of each calendar year shall contain a new business item calling for the Board to review the minutes proposed to be unsealed. If any ~~Authority~~ Board Member has a question to the validity of unsealing closed session minutes, the ~~Authority~~ Board will convene in closed session to discuss.

Those minutes approved by the ~~Authority~~ Board to be unsealed will be attached to the regular official minutes of the ~~Authority~~ Board and kept as permanent records.

**APPROVAL AND UPDATE HISTORY**

**Approval** ~~April 15, 2011~~ July 1, 2014

**Supersedes** April 15, 2011



**OBJECTIVE**

To establish and assign responsibilities associated with the establishment of the Workplace Safety Committee of the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority (Authority) in compliance with the North Carolina Occupational Safety and Health Act.

**METHOD OF OPERATION**

**Definitions**

**Act** - The ~~North Carolina~~ Occupational Safety and Health Act of North Carolina, Chapter 95, North Carolina General Statutes.

**Employee Representative** - An employee chosen to serve on the Workplace Safety Committee who does not normally serve in a supervisory capacity.

**Employer Representative** - An employee chosen to serve on the Workplace Safety Committee who normally serves in a supervisory capacity.

**Post Job Offer Physical** - An initial physical examination conducted to assess an applicant's ability to perform the duties of a position and ability to wear or use personal protective equipment associated with job tasks.

**Annual Physical** - A medical examination, the scope of which is determined by job duties, administered to test for various exposures (chemical, noise, and others) and assess changes in an employee's medical condition which may affect the employee's ability to perform certain tasks.

**Members**

The Workplace Safety Committee is created by the Executive Director or his or her designee and will be composed of the following voting members:

- ~~Director of Operations and Maintenance, Chairman~~ Department Director
- Public Safety Representative, ~~Vice Chairman~~
- Maintenance Representative
- Custodial Representative

Workplace Safety Committee

- Administration Representative
- Any other ARAA Authority Representative as the Safety Committee deems necessary. The majority vote of the committee is required.
- The Committee shall select a Chair and Vice-Chair. The term for these two positions is two (2) years, but may continue until successors have been duly selected.

**Meetings**

Meetings are held on the first Wednesday of each month and at such other times as a majority of the committee membership agrees or as set by the Chairman at a time and place designated by the Chairman.

**Functions and Responsibilities**

- Establish and communicate procedures for conducting safety inspections of the workplace.
- Establish and communicate procedures for investigating all workplace accidents, safety-related incidents, injuries, illnesses, diseases, and fatalities.
- Establish and communicate programs and procedures to promote safety both at home and at the workplace.
- Establish directives pertaining to safety and health for all ~~ARAA Authority~~ employees as necessary and approved by the ~~Airport Director~~Executive Director.
- Hold formal and informal safety training with each department to promote safe work practices and safe lifestyles.
- Evaluate the effectiveness of and recommend improvements to the Authority's safety rules, safety training and policies and procedures for loss prevention programs in the workplace.
- Review new and changing regulations and recommend the types of post job offer and annual physicals to be conducted of Authority employees in order to comply with Federal and State regulations. Examinations and medical testing will be scheduled by the Administration Department or designee.

- Ensure that written updates and changes to rules, policies, and procedures of the safety programs are completed.
- Post the scheduled date, time and location of committee meetings.
- Ensure that minutes of each Safety Committee Meeting are maintained and available for review, with the exception of any confidential issues. Distribute minutes to all ~~Executive-Senior~~ Staff members.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** ~~June 11, 2010~~ [July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, March 15, 2004

Objective

The Greater Asheville Regional Airport Authority is dedicated to providing a safe and healthy environment for employees, tenants, vendors, independent contractors, passengers, and visitors.

**METHOD OF OPERATION**

**Directives**

~~The Asheville Regional Airport Authority is dedicated to providing a safe, healthy and productive work environment for all employees. Tobacco use, including e-cigarette use, is prohibited in all enclosed areas of the Airport Authority property, including all restrooms, break-rooms, conference rooms, offices, and Authority vehicles. The use of tobacco by Authority employees and other tenants employed in the terminal building is allowed outside of Airport Authority buildings in designated areas listed below. Employees are expected to keep the smoking areas free of debris. This policy applies to all employees, clients/tenants, vendors, independent contractors and visitors.~~

~~Tenants in other locations on airport property may provide designated areas outside of their facilities and away from main entrances and footpaths.~~

**Designated Areas**

The use of tobacco by Authority employees and other tenants employed in the terminal building is allowed outside of Authority buildings only in designated areas. For all Authority employees and tenant employees within the terminal building, the designated areas are the two gazebos located at the north and south ends of the terminal building. Employees are expected to keep the smoking areas free of debris.

~~For the general public, the designated areas, as are marked, are in front of the terminal building.~~

For all other tenants and general aviation public, these outside areas as designated by the individual lessees. For tenants in other locations on Airport property, and for the general aviation public, designated areas must be outside of tenant facilities and away from main entrances and

~~Tobacco/Smoke-Free Workplace~~

~~[footpaths.](#)~~

**Penalties**

Any tenant or Authority employee who is found using tobacco products outside of the designated area(s) will be issued a verbal or written warning for a first offense. A second violation will result in a fine in the amount of fifty dollars (\$50-~~00~~).—All subsequent violations will result in a fine of one hundred dollars (\$100-~~00~~) and may result in the ~~tenant or Authority~~ employee's Airport Identification Badge/Access privileges being revoked.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** ~~August 13, 2010~~ [July 1, 2014](#)

**Supersedes** [August 13, 2010](#), March 15, 2004

Petty Cash

**OBJECTIVE**

Petty ~~c~~Cash ~~f~~Funds are authorized by the ~~Airport Director~~Executive Director or designee and established by the Director of Finance and Accounting to service the needs of the Authority.

**METHOD OF OPERATION**

**Reimbursement of Fund Policy**

~~The Petty Cash Fund may be reimbursed by submitting the petty cash slips to be reimbursed to the Director of Finance and Accounting, accompanied by an adding machine tape of each petty cash slip and the total amount requested.~~

A ~~p~~Petty ~~c~~Cash ~~f~~Fund exists for the purchase of items whose cost does not exceed one hundred dollars (\$100) and is not easily obtainable through other methods.

Reimbursement of the petty cash fund is authorized by the Director of Finance and Accounting upon review of a petty cash report of expenditures and supporting petty cash slips and receipts.

~~The Fund is subject to audit at any time.~~

A completed petty cash slip must contain:

- a description of the item,
- the purpose of the item,
- the date of petty cash transaction,
- the amount received, and
- the signature of purchaser.

A paid receipt must be attached to the petty cash slip as supporting evidence of purchase. It is recognized that unexpected circumstances may arise such as loss of receipts or unavailability of receipts which require an alternative procedure for documentation of reimbursable expenses. In those ~~isolated~~situations where receipts are not available, ~~a statement must be prepared by~~ the requestor must document~~ing~~ the required information.

Original receipts are preferred (copies will be accepted at the discretion of the Director of Finance and Accounting).

The petty cash slip must be signed [by the requestor](#) after the form has been completely filled out.

Personal checks cannot be cashed from the petty cash fund.

Personal advances cannot be obtained through the petty cash fund.

Petty cash must be kept separate from all other funds in the office (i.e., stamps, birthday, etc.).

~~The employee signing as to receipt of funds is personally responsible to either provide the paid receipt or repay the advanced funds or both.~~

The petty cash fund should be reconciled on a regular basis (weekly or monthly, as needed).

All requests for reimbursement are subject to review.

The petty cash fund must be secured at all times (i.e., locked drawer, safe, etc.).

[The petty cash fund is subject to audit at any time.](#)

**APPROVAL AND  
UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, March 15, 2004

**OBJECTIVE**

To procure all supplies, materials, equipment, articles, items or services required by the Authority (excludes professional ~~construction services~~ [Consultant Services](#) and [Construction and Repair eContracts](#), see Sections 1143.00 and 1154.00).

**METHOD OF OPERATION**

**Procurement Approval Authority**

1. The ~~Airport Director~~ [Executive Director or designee](#), is authorized to approve any type of procurement, (1) not to exceed the actual or estimated amount of sixty thousand (\$60,000) dollars, and (2) procure any item listed and described in the Board approved Capital Budget excluding Capital Improvements; execute agreements for those procurements; and authorize the expenditure of Authority funds from a budgeted funding source. Additionally, the ~~Airport Director~~ [Executive Director](#) may delegate procurement approval authority vested in him/her to subordinate employees as deemed appropriate.
2. Unless approved under paragraph 1 above, all remaining procurements of any type must be approved by the ~~Authority~~ Board prior to being implemented except for purchases in an emergency situation exceeding sixty thousand (\$60,000) dollars which should be ratified at the Board meeting following the emergency.
3. The ~~Airport Director~~ [Executive Director](#) is authorized to transfer amounts up to \$60,000 from the budget ordinance Contingency appropriation line item, to other line items within the same fund. The ~~Airport Director~~ [Executive Director](#) must make an official report on such transfers at the next regular meeting of the Board.

**Procurement Classifications**

One of the following methods will be used in procuring items:

**Regular Purchases**

The foregoing procedures will not be followed where purchases are made from the petty cash account.

**Quotations and Bids** [The procurement of supplies, materials, equipment, articles,](#)



Organizational Policy & Procedure: Administration Policies & Procedures

**Section 110.00  
Administration**

**Purchasing/Procurement**

items or services required by the Authority shall be in accordance with this Section and in accordance with the relevant provisions of Article 8 of Chapter 143 of the North Carolina General Statutes. Except as hereinafter set forth, quotations and bids will be received for all purchases of apparatus, supplies, materials and equipment as follows:

\$0 - ~~\$30,000~~29,999.99 Direct purchases authorized.

\$30,000 - ~~\$90,000~~  
89,999.99

Informal bids shall be obtained by telephone or in writing from at least two sources and the purchase shall be made from the supplier with the lowest quotation who meets reasonable requirements for delivery, service or other relevant considerations. Informal bids shall be noted on a Purchase Requisition which shall become a part of the procurement package.

\$90,000 and above

Formal bids shall be sought by requests for sealed bids except for exceptions authorized under the General Statutes of North Carolina (G.S. 143-129). A minimum of two sealed bids are required unless it is determined by the ~~Airport Director~~Executive Director that it is impossible or impractical to obtain this many bids. The purchase shall be made from the supplier with the lowest bid who meets reasonable requirements for delivery, service or other relevant considerations. All such transactions shall be documented with a Record of Procurement form which will reflect all bids, justify the selecting of other than the low bid, and be made a part of the procurement package.

Sole Source

Procurement made when (i) performance or price competition

for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. All sole source procurements must be fully justified in writing as to the need to limit the procurement to one source and approved by the Board ~~of Directors~~.

**Requisitions**

Computer generated requisitions should be submitted to the Director of Finance and Accounting along with the supporting documentation for purchases of \$1,000.00 or more. The Director of Finance and Accounting will determine funds availability and approval. The requisition Purchase Order will be returned to the requisitioner with the Purchase Order if approval is given.

**Purchase Orders**

Pre-numbered computer generated purchase orders will be issued by the Director of Finance and Accounting or designee, upon receipt of a properly authorized Purchase Requisition, after receipt of competitive bids, if required, determination whether funds are available, and Board approval as necessary. ~~No p~~ Purchase orders will should be issued before any goods and services are ordered. after the fact unless documented emergency.

A standard purchase order form will be used for all purchases where the amount of the purchase is \$1,000.00 or more.

Blanket purchase orders may be issued for miscellaneous items, parts, supplies or materials that are purchased frequently. These blanket purchase orders must be requested from the Director of Finance and Accounting and should include a description and types of items to be purchased, the period of time the order will remain valid, and the maximum dollar amount not to be exceeded. This will also include all monthly expenses incurred by the Airport Authority (water, sewer, lights, etc.). The Director of Finance and Accounting or designee will monitor all

purchases made on a blanket purchase order.

The ~~Airport Director~~Executive Director, the Deputy ~~Airport Director~~Executive Director, ~~of~~-Development and Operations or the Director of Finance and Accounting may cancel blanket purchase orders if misuse occurs.

Office supplies must adhere to the purchasing guidelines of obtaining a Purchase Order for all purchases of \$1,000.~~00~~ or more. When authorized, a purchase order will be issued and the items can be ordered. Office supply requests under \$1,000.~~00~~ must be submitted to, and approved by, the Director of Administration or designee before ordering.

Any unauthorized purchases will be returned to the purchaser and will not be paid without direct authorization from the ~~Airport Director~~Executive Director or designee.

**Purchasing Cards**

~~On these For~~ items below \$1,000.~~00~~ the ~~company~~-Authority purchasing card should be used where possible. ~~In the event~~ If a physical check needs to be issued, ~~follow~~ normal purchasing procedures should be followed. ~~The~~ Original documents (supporting receipts) are to be forwarded to the ~~Director of Finance~~ Department and Accounting along with the ~~reconciliation statement for the~~ approved purchasing card statement.

Purchases ~~of~~ \$1,000.~~00~~ or more ~~can~~ may be made on the purchasing card up to the lesser of \$5,000.~~00~~ or the card holder's limit. These transactions must be authorized by the Director of Finance and Accounting via the Purchase Order system prior to items being ordered or purchased.

Travel ~~can~~ may be booked on the purchasing card once the required travel authorization has been submitted and approved by the ~~Airport Director~~Executive Director or the Deputy ~~Airport Director~~Executive Director, ~~of~~-Development and Operations.

~~All purchasing card receipts are due to the Director of Finance and Accounting with a description of the purchase monthly in order to reconcile the account.~~ Cardholders should arrange for duplicate receipts to replace lost or misplaced receipts. In those situations where receipts are not available, a statement to that effect must be prepared and included with the monthly ~~invoice~~ purchasing card

[statement.](#)

**Emergency Purchases**

Emergency purchases are made in an emergency situation in which the immediate procurement of an item is essential to prevent delays in the work of a department, or to prevent injury to the life, health, safety, or convenience of passengers, employees, or the public at the Airport. Paper work should be submitted to the Director of Finance and Accounting as soon as possible.

**APPROVAL AND UPDATE HISTORY**

**Approval** [December 9, 2011](#) [July 1, 2014](#)

**Supersedes** [December 9, 2011](#), June 11, 2010, October 10, 2008, December 11, 2006, March 15, 2004

**OBJECTIVE** To establish criteria for public service advertising or exhibits in the Terminal complex at Asheville Regional Airport.

**METHOD OF OPERATION**

**Functions** In order to maintain a more orderly and comfortable environment in and about the Terminal Building (which is not a public forum, and which is not intended to be a public forum), art, craft and other displays and exhibitions in the Terminal Building and on the sidewalks adjacent thereto are prohibited. However, this Regulation does not apply to:

1. Displays and exhibitions which are owned by the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority ("Authority").
2. Displays and exhibitions which are owned by the United States of America or the State of North Carolina or any of their respective subdivisions, agencies, authorities or departments; provided that the Authority or the Authority's ~~Airport Director~~ Executive Director has given its or his prior written approval for each such display or exhibition.
3. Any area in the Terminal Building which is leased to the United States of America, on behalf of the Federal Aviation Administration, Transportation Security Administration, or the National Weather Service, or an airline or other concessionaire, if the applicable lease permits such a display or exhibition.
4. Commercial airport display advertising which is provided pursuant to a contract with the Authority.

North Carolina law shall govern and apply to this Regulation, and this Regulation may be amended from time to time by the Authority without notice.

APPROVAL AND  
UPDATE HISTORY

Approval [March 15, 2004](#) [July 1, 2014](#)  
Supersedes [March 15, 2004](#)

**OBJECTIVE**

To establish the policy and procedures governing authorized travel for employees, consultants, members of the Authority Board, and other authorized persons who travel at the expense of the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority.

**METHOD OF OPERATION**

**Statement**

This policy shall apply to those expenditures incurred which are necessarily incurred in the performance of a public purpose authorized by law to be performed, including meetings with government officials, meetings with civic groups, conferences, seminars, and training programs, pick up and delivery of parts and equipment, recruitment of personnel or industry, community promotion, and any other related activities essential to the performance of a public purpose. ~~It~~ The event that travel, training, etc., is offered at others' expense, ~~Airport Director~~ Executive Director approval must be obtained prior to acceptance.

**Definitions**

For the purpose of this policy and procedure, the following words or phrases shall mean:

**Authorized Travelers**

- Authority ~~Board~~ Members. Officials serving on the Authority ~~Board~~.
- Authority employees. An individual filling an authorized position in the Authority.
- All other travelers. Persons, including consultants, other than Authority Board members/employees authorized in writing in advance by the ~~Airport Director~~ Executive Director or designee, to travel at the expense of the Authority.

**Business Client.** Any person, other than an Authority Board member, employee, consultant, or other traveler, who receives the services of or is subject to solicitation by the Authority in connection with the performance of its lawful duties; persons or representatives of firms considering or being solicited for investment, or for location, relocation, or expansion of a business, in the Authority's airport system; and other business, financial, promotional, or other persons

affiliated with the Authority's airport system.

**Common Carrier.** Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

**Daily Travel.** All travel, including conferences and seminars that do not require an overnight stay.

**Domestic Travel.** Travel within the United States, which includes Alaska and Hawaii.

**Entertainment Expenses.** The actual and reasonable costs of providing hospitality for ~~business~~ **Business** Clients or ~~g~~ **Guests**, which costs are defined and prescribed as hereinafter set forth.

**Guest.** A person, other than an Authority member, employee, or other Authorized Traveler, authorized by the ~~Airport Director~~ **Executive Director** or designee, to receive the hospitality of the Authority in connection with the performance of its lawful duties.

**International Travel.** Travel outside the United States (which includes Alaska, Hawaii and US possessions), or North America.

**Most Economical Method of Travel.** The mode of transportation (Authority-owned vehicle, privately owned vehicle, common carrier, etc.) and schedule of transportation, taking into consideration the following:

- the purpose and nature of the travel;
- the most efficient and economical means of travel (considering the time length of the trip, number of connections, time of day, cost of transportation and Per Diem or subsistence required, early booking of airline reservations to take advantage of discounted fares); and
- the number of persons making the trip and the amount of equipment or material to be transported.

**Per Diem.** Amounts paid for travel expenses on a daily basis, based on Per Diem tables published by the General



Services Administration (GSA) or otherwise contained herein.

**Standardized Regulation.** That document published monthly by the US Department of Commerce entitled "Standardized Regulations -- Government Civilians, Foreign Areas."

**Travel Day.** A period of twenty-four (24) hours consisting of four (4) quarters of six (6) hours each beginning at midnight.

**Travel Expenses.** The actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a traveler, which costs are defined and prescribed as hereinafter set forth.

**Travel Period.** The period of time between the time of departure and time of return.

**General Policy**

1. Travelers are expected to exercise the same care in incurring travel expenses that any prudent person exercises when traveling on personal business.
2. It is the responsibility of the traveler to comply with this policy and to be knowledgeable of the nature and extent of reimbursable expenses.
3. It is the general policy of the Authority to reimburse reasonable travel and entertainment expenses, incurred during authorized travel, subject to any limitations provided for in this policy.
4. If an Authorized Traveler or Business Client on a trip deviates from this policy and procedure for justifiable reasons, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the ~~Airport Director~~Executive Director.

**Planning and Approving**

1. Planning. At a regularly scheduled ~~B~~board ~~m~~Meeting early in the budget process, prior to either the November or December Board meeting, the ~~Airport Director~~Executive Director will present the ~~Authority B~~board with a list of conferences or training opportunities to be held during the upcoming fiscal

year. The ~~Airport board~~ Board shall discuss which conferences it may be beneficial for the ~~b~~Board to participate in, either to represent the Airport or for the educational benefits of the ~~B~~Board members. After identifying which conferences or training may be of benefit, the ~~B~~Board will decide who from the ~~B~~Board shall participate in the conference. All decisions regarding ~~b~~Board members' participation in conferences and trainings, if possible, shall be made at a regular meeting of the ~~B~~Board.

Travel by ~~B~~Board members for the exclusive purpose of business development at the airport will not require advance approval at a ~~B~~Board meeting. For example, the ~~Airport Director~~ Executive Director would be allowed to invite a ~~B~~Board member to accompany ~~them~~ him to a meeting with an airline industry representative considering new service to Asheville. Board member travel for the purposes of business development should be approved by the Chair of the ~~B~~Board. The ~~B~~Board should be informed of such travel at or before its next regularly scheduled meeting.

Authority employees shall incorporate his/ or her department's intended travel/training requirements for the upcoming fiscal year during the normal budget process.

2. Travel Authorization. All requests for travel (domestic and international) must be submitted on the Travel Authorization & Expense Report (Report). It should contain the dates of travel, a total budget amount and all other pertinent information required to process the requested travel arrangements. The ~~approving authority~~ department director must ensure that funding is available in the appropriate line item budget. The Report must include a statement of purpose for the travel and indicate the benefits to the Authority. A copy of any printed program or agenda shall also be submitted. If none is available, a statement to that effect must be submitted. The Report must be signed by the traveler, and approvals obtained in advance of the proposed travel.

While ~~d~~Department ~~d~~Directors are authorized to

delegate approval of travel to a named designee, nonetheless, the ~~d~~Director is ultimately responsible for the appropriateness and accuracy of all travel within the respective department.

All directors' travel must be approved by the next higher authority.

3. ~~Department Responsibilities.~~ The director or designee shall have the responsibility to review all travel requests and ensure their compliance with policy and procedures.

**Special Conditions of Travel**

1. ~~Consultant Travel.~~ ~~The Airport Director or designee may approve travel by persons who are serving as consultants or advisors when such travel is on behalf of the Authority (excluding those consultants and advisors whose contract specifies the terms of travel).~~ Travel expense provisions may be made within ~~the a~~ consulting agreement and approved as part of the agreement, ~~subject to the maximum limits for reimbursement provided for in this policy. If no provision is reflected in the agreement, complete justification must be submitted prior to approval.~~ Travel expenses for ~~authorized persons—consultants whose contract does not specifies the terms of travel~~ shall adhere to the same rates and guidelines as those for ~~Authority Board~~ members, employees and other travelers.
2. ~~Travel for Employment Interviews.~~ Travel ~~and transportation~~ expenses ~~of the Authority's employment of out of town~~ applicants will be reimbursed in accordance with this policy.
3. ~~Most Economical Method.~~ Authorized ~~T~~travelers are required to use the most economical method of travel. Refundable or nonrefundable airfares may be reserved as deemed appropriate under the circumstances. If an Authorized Traveler departs early or returns late to take advantage of reduced airfares, lodging and meals will be reimbursed in accordance with this Policy, provided that a net savings to the Authority is realized and such savings are documented in advance with the Travel Authorization & Expense Report.
4. ~~Emergency Travel.~~ The ~~Airport Director~~Executive

~~Director~~ or designee may authorize travel for any Authority employee, ~~Authority Board~~ member, or other traveler pursuant to emergency notice.

- ~~5. Election of Reimbursement Method. A consistent method of reimbursements for meals and/or lodging shall be elected for each travel request, as follows:~~

~~For domestic travel, a traveler shall receive:~~

~~A Standard Meal Allowance plus lodging and incidentals (with receipts for lodging and applicable incidentals).~~

~~For international travel, a traveler may elect to receive either:~~

- ~~1) A Per Diem allowance for meals and incidentals as published in the "Standardized Regulations Government Civilians, Foreign Areas" not to exceed 100% of published amounts (no receipts required), plus reimbursement for lodging based on actual receipts not to exceed 150% of published amounts.~~
- ~~2) Reimbursement of meals and incidentals based on actual receipts, not to exceed 150% of published amounts, plus reimbursement for lodging based on actual receipts not to exceed 150% of published amounts.~~

**Rates of Payment**

1. Lodging. A traveler may be reimbursed for the actual cost of a single occupancy hotel room for travel that requires overnight absence from official headquarters. Overnight stays for local conferences may be reimbursed under the same terms with prior written approval from the Executive Director. Lodging expenses must be substantiated by a receipt.
  - a. Domestic Lodging Rates. Reimbursement or payment for domestic lodging is limited to the group rate, if available. If a group rate is not available, lodging expenses are limited to reasonable amounts for the area traveled.
  - b. International Lodging Rates. International lodging expenses are limited to reasonable amounts, not to

exceed 150% of the amount published in the Standardized Regulations for the area traveled at the time of travel, or the conference rate.

- c. Non-reimbursable Expenses. Additional amounts charged to the room, including but not limited to movies or alcoholic beverages will not be reimbursed. Snacks and non-alcoholic beverages from mini bars will not be reimbursed.

2. Meals. For the purposes of determining meal allowances, the Travel Day shall begin two hours before departure on domestic flights and three hours before departure on International flights. Travel involving ground transportation shall commence at point and time of departure. The following are the authorized meal allowances.

a. Allocation of Meal Reimbursement. All meal reimbursements will be allocated 20% for breakfast, 30% for lunch, and 50% for dinner.

Reimbursements will be made for the following:

- Breakfast if departure is before 7:30 a.m. and return is after 9:00 a.m.
- Lunch if departure is before 12 noon and return is after 2:00 p.m.
- Dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.

b. Domestic Meals. Domestic ~~City~~ meals will be calculated at the maximum Per Diem amount for cities as listed in the current GSA CONUS guide.

~~b. Allocation of Meal Reimbursement. All meal reimbursements will be allocated 20% for breakfast, 30% for lunch, and 50% for dinner.~~

~~Reimbursements will be made for the following:~~

- ~~• Breakfast if departure is before 6:00 a.m. and return is after 8:00 a.m.~~
- ~~• Lunch if departure is before 12 noon and return is after 2:00 p.m.~~
- ~~• Dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.~~

- c. International Meals. International Meals will be reimbursed in accordance with the “Standardized Regulations – Government Civilians, Foreign Areas”, either at: (1) the Per Diem amounts for meals and incidentals at 100% of the current rate (without need for receipts) or (2) actual receipts not to exceed 150% of the current rate. Either method selected generally shall include any and all meal gratuities, unless documented in writing and approved in advance. ~~The method~~ The method for reimbursement shall be consistent for all meals on a trip).
- d. Expenditure Amounts. Limitations on meal expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Guest.
- e. Complimentary Meals. If a complimentary meal is provided or is included in a registration fee paid by the Authority, it shall be the traveler’s option to accept or decline these meals. However, if such meals are declined by the traveler, no other meal allowance shall be provided. Continental breakfasts and snacks do not constitute complimentary meals.
- f. Meals for Daily Travel (No Overnight Stay). When attending a local conference, seminar, class or an Authority supported event, meal(s) will be reimbursed for the actual receipt amount, not to exceed the Per Diem amount for that location. One meal per each eight hour event will be eligible for reimbursement.

**Transportation**

- 1. General Requirement. All travel must normally be by the usually traveled direct route or method. If a person travels by an indirect route or any other method for his or her own convenience, any extra costs shall be borne by the traveler and reimbursement or payment of expenses shall be based only on such charges as would have been incurred by use of the usually traveled route or method.
- 2. Commercial Air Travel. Commercial air travel will be by the most economical class. First class rates may be authorized by the ~~Airport Director~~ Executive Director or designee, if (1) a statement from the common carrier is

included with the travel request stating that tourist, coach, or economy class (or business class for international travel) is not available for the date and time the travel is requested, or (2) for medical reasons, if substantiated in writing by a physician.

- a. International Airfare. The ~~Airport Director~~Executive Director or designee may authorize a traveler to use an airline's business class.
- b. Personal Travel. Personal side trips combined with business trips are allowed when approved in advance. Side trips must be taken on one's own time and at no expense to the Authority. Any additional expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. Personal airfare must be reimbursed to the Authority in advance of the travel, if known. An Authorized Traveler who alters travel plans for personal reasons must pay any additional cost of transportation directly to the commercial carrier at the time of purchase, and will not charge such additional cost to the Authority nor request reimbursement of such additional cost.
- c. Ticket Reimbursement. The Authority will not reimburse any traveler for ticket(s) obtained in all or in part through the use of an airline frequent traveler program, whether it be points, miles, or other reward-type program.
- e.d. The Executive Director or designee may authorize reimbursement of Airline Ancillary fees, such as:
  - Upgrade to a choice seat (window or aisle seat) when flight is 3 hours or over. This applies to upgrades for a Coach seat only, not to be upgraded to First Class. Upgrades to choice seats must be for the lowest cost seats, example...back of plane vs front of plane. Upgrade to a choice seat due to traveling with a personal companion will not be paid by the Authority.

- Ticket change fee to return home earlier if overall savings are less than cost of hotel and food for scheduled night's stay. Ticket change fee for outbound flight due to circumstances out of the employees' control, such as incoming weather system.
- Oversized/overweight luggage fees due to Authority business and pre-approved by Executive Director.
- Other emergency situations with pre-approval by Executive Director.

3. Car Rentals. Use of a rental car must be included on the Travel Authorization & Expense Report and deemed to be more economical, efficient or appropriate than alternative forms of ground transportation. The Authority owned vehicle is the most preferred method for ground transportation. However, a rental car may be used in lieu of an Authority owned vehicle when an Authority owned vehicle is not available and a rental car is more economical than a privately owned vehicle. If a rental car is used for business in conjunction with a personal trip the employee will pay for any extra days added for personal use. The Executive Director can approve the use of a rental car due to a flight cancellation of 5 hours or more if: the drive time would be less than the wait time for a rescheduled flight and if overall savings are less than cost of hotel and food. All other Rental cars must be approved in advance by the ~~Airport Director~~Executive Director or designee.

4. Privately Owned Vehicles. The approving authority may authorize the use of a privately-owned vehicle for travel on behalf of the Authority in lieu of Authority-owned or rented vehicles or common carriers. A privately owned vehicle may be approved when combining an Authority business trip with a personal trip. A business trip in conjunction with a personal trip could include adding additional days either before or after the business trip for personal use, or to allow others than an employee to drive the vehicle.

An Authorized Traveler who requests, and is approved the use of a privately-owned vehicle, shall be entitled



to:

- a. Mileage allowance at the rate set forth in Section 5 below, or the air carrier fare for such travel, whichever is less.
- b. Reimbursement for gasoline only, if privately owned vehicle is used for personal use when combined with a business trip.

All travel which is subject to a mileage allowance shall be shown from point of origin or the traveler's official headquarters, whichever is less, to point of destination and return, ~~and if possible, shall be computed on the basis of the current map of the Department of Transportation.~~ Actual vicinity mileage necessary for the conduct of Authority business is allowable but must be shown as a separate item on the Report. No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above and in the Incidental Expenses.

5. Mileage Allowance. The mileage allowance for Authorized Travelers shall be in accordance with Section 162 of the Internal Revenue Code (Regulation 1.162-2(f)) as such regulation or replacement regulation may be amended.

**Incidental Expenses**

Receipts are required, when available, for the following incidental travel expenses:

- Convention and conference registration fees. Additionally, a traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the Authority's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the traveler's responsibility, however, to substantiate that such charges are proper and necessary.
- Reasonable tips and gratuities, not to exceed 20% of the underlying expense. Gratuities for meal

allowances shall not be separately reimbursed.

- Actual passport and visa fees required for authorized travel.
- Actual and necessary fees charged to purchase traveler's checks for authorized travel expenses.
- Actual fees charged for exchange of currency necessary to pay authorized travel expenses.
- Actual fees for immunizations required or recommended for authorized travel.
- Actual cost of maps necessary for conducting official business.
- Taxi, train, or shuttle bus fare.
- Storage or parking fees.
- Gasoline when using a rental car.
- Tolls.
- Communication expense incurred in the conduct of Authority business.
- Laundry and Pressing. When authorized travel extends beyond four (4) days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.
- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.

As to conference related travel, the Authority will not reimburse for recreational expenses that are in addition to normal conference registration fees.

Travel ~~Authority Board Members and Employees,~~ who have

**Travel Policy**

**Advances**

been authorized to travel may, when necessary, draw an advance of not less than \$25 nor more than the amount of estimated expenses for travel, less amounts prepaid by the Authority, by completing and submitting the Travel Authorization & Expense Report no less than five (5), nor more than 20 working days before said travel. The amount of advance is subject to the approval of the approving authority department director and or Executive Director.

- If two or more travel reports are outstanding, no additional travel advances will be issued.
- ~~For a~~Any advance outside the per Diem that is not substantiated or not used for Authority purposes must be repaid by the Board member or the employees to the Authority, outstanding for more than 30 days, and is directly attributable to the traveler's failure to properly file the report in a timely fashion, payroll deduction will automatically be made.

**Entertainment Expenses**

Entertainment expenses are allowable for promotional items and services required to provide hospitality for Business Clients and authorized Guests as set forth below:

1. Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items are distributed by the appropriate Department. Non-consumable items shall be requisitioned through normal purchasing procedures.
2. Recreational Activities. Hospitality in the form of recreational activities may be provided and shall be requisitioned through normal purchasing procedures when possible.
3. Entertainment. Actual and reasonable entertainment expenses of Authority members, employees and other authorized persons are allowable under this policy only when in the presence of or when physically accompanying a Business Client or authorized Guest. When incurred in the presence of a Business Client or authorized Guest, entertainment expenses shall be reimbursed for Authority members and Authorized Travelers, after approval by the approving authority. Under certain circumstances, with the approval of the

~~Airport Director~~ Executive Director, alcoholic beverages may be an allowable entertainment expense.

**Receipts**

While receipts in the prescribed form are required for most payments or reimbursements pursuant to this policy, it is recognized that unexpected circumstances may arise such as language barriers, loss of receipts, or unavailability of receipts, which require an alternative procedure for documentation of reimbursable expenses. In those isolated situations where receipts are not available, a statement must be prepared by the traveler and included in the Travel Authorization & Expense Report. Such certification may then be presented instead of the unavailable or lost receipt.

**Reporting**

1. Domestic Travel. An employee must submit a completed Travel Authorization & Expense Report to the Finance Department with required documentation no later than twenty (20) working days after the travel period has ended.
2. International Travel. An employee must submit a completed Travel Authorization & Expense Report with required documentation to the Finance Department no later than the earliest of thirty (30) working days after the travel period has ended or upon receipt of the credit card statement verifying the international currency exchange rates. A copy of the applicable credit card statement, or appropriate receipts, must be submitted with the Travel Authorization & Expense Report.
3. Reporting Requirements. The following shall be included in completed Travel Expense Reports:

a. Trip Benefits. ~~Trip benefits shall be stated on the Travel Authorization & Expense Report indicating significant benefits realized by the traveler as a result of the trip for all travel other than local travel. If requested by the Department Director or Executive Director, the traveler shall be required to prepare a written report on the benefits or results of the trip.~~

b. Program Agenda. ~~If not available upon completion of travel, include a statement to that effect on the Travel Authorization & Expense~~

~~Report.~~

~~eb. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or \$250) shall be explained in the Travel Authorization & Expense Report approved by the approving authority department director.~~

4. Funds Due Authority. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance Department and a cash receipt form obtained no later than twenty (20) working days for Domestic travel, and thirty (30) working days for International travel, after the travel period has ended. A copy of the cash receipt must be attached to the travel expense report.
5. Funds Due Traveler. Travel Authorization & Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.
6. Canceled Trips. Canceled travel requests shall be documented as such and routed through the approving authority. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation. ~~Authority Board members,~~ who cancel an authorized trip for reasons other than official Authority business, shall be responsible for all fees paid and not refundable to the Authority.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** [April 20, 2012-July 1, 2014](#)

**Supersedes** [April 20, 2012,](#) June 11, 2010, March 12, 2010,  
[March 15, 2004](#)



**OBJECTIVE**

To provide for the selection of certain professional architectural, engineering, and surveying services to be rendered to the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority in accordance with the General Statutes of the State of North Carolina and any applicable ~~F~~ federal regulations.

**METHOD OF OPERATION**

**General**

~~These procedures will be followed when selecting firms to provide professional architectural, engineering, and surveying services. The selection of professional architectural, engineering, and surveying services required by the Authority shall be in accordance with this Section and in accordance with the relevant provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.~~

**Definitions**

**Act.** North Carolina General Statutes Chapter 143, Article 3D.

**Amendment.** A written modification to a Consulting Agreement or Work Authorization modifying the scope of a project previously awarded.

**Authority.** ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority.

~~**Compensation.** The total amount paid by the Authority for Professional Services.~~

**Consulting Agreement.** An agreement between the Authority and a firm for the performance of Professional Services awarded pursuant to the competitive selection requirements of this section.

~~**Contract.** All contract documents as prepared and/or approved by the Authority.~~

**Firm.** Any individual, organization, partnership, corporation, association, or other legal entity that is permitted by law to practice architecture, engineering, landscape architecture, land surveying, ~~or mapping,~~ legal services, accounting services, and other types of professional services in the State of North Carolina.

**Professional Services.** Those services within the scope of the practice of architecture, engineering, and surveying, as defined by the Laws of the State of North Carolina, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with professional employment or practice.

**Work Authorization.** A written authorization subject to the provisions of a master Consulting Agreement for the award of a separate project within the scope of services for the Consulting Agreement.

**Public  
Announcement  
and Qualifications  
Procedures**

**General**

~~Professional Services contracts for amounts below \$50,000 do not require "qualification based selection" (QBS) procedures. For Professional Services contracts valued at \$50,000 or more, the QBS procedures specified in the Act are required, except in the case of a special emergency involving the health and safety of people or property. The Staff publicly announces each occasion when Professional Services are required to be procured for a project when the fee for the professional service exceeds \$30,000.00 except in cases of valid public emergencies so certified by the Authority, or when the Authority elects to use one of its continuing consultants to perform the project.~~

The Staff ~~causes~~ publishes its announcements ~~to be published~~ in a newspaper of general circulation within the Asheville area, and other advertising media which may be appropriate e.g. AAAE (American Association of Airport Executives), ACI (Airport Council International), etc. The announcements are also made on the Authority's website and instructions and details are usually downloadable from the site. The An advertisement will provide a general description of the project(s) that require Professional Services and define procedures on how an interested professional firm may apply for consideration by the Authority. A list of the project(s) also will be sent by the Staff to each firm that has expressed an interest in being notified.

Prior to any such public announcement for Professional



Services under the Act, the Staff will define the project for which the ~~professional services~~ Professional Services are required. The Staff may include within a single project:

- a grouping of minor construction, rehabilitation, or renovation activities,
- a grouping of substantially similar construction, rehabilitation or renovation activities,
- other grouping of construction, rehabilitation, or renovation activities that the Staff determines to be in the best interest of the Authority to be included within a single project.

~~The Authority will encourage firms engaged in the lawful practice of their profession who desire to provide Professional Services to the Authority to submit annually a statement of qualifications and performance data.~~

Any firm or individual desiring to provide Professional Services to the Authority must first be qualified pursuant to law and to regulations of the Authority. The Authority will make a finding that the firm or individual is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

~~The Staff evaluates in writing the performance of each firm under contract to the Authority to render Professional Services to the Authority, and makes that evaluation a part of the permanent record as information to be used when the firm is again under consideration for Authority work.~~

~~Staff will recommend a ranking to the Authority Board of the firms that are qualified to perform Professional Services, along with a designation that indicates the category or type(s) of project(s) for which the firm is qualified. The Authority Board has final approval of the ranking.~~

**Competitive Selection**

Staff meets and evaluates statements of qualifications and performance data on file or submitted for the specific projects for which each firm (through ~~a letter of interest statement of qualifications~~) has requested to be considered.

Staff conducts discussions with, and may require public presentations by ~~firmFirms~~ that are deemed the most highly qualified to perform the required services. Factors considered by Staff may include: ability of the professional personnel, past performance, willingness to meet time and budget requirements, location of ~~firmFirm~~, recent/current/projected workloads of the ~~firmFirm~~, and the volume of work previously awarded to the ~~firmFirm~~ by the Authority. The purpose of this consideration is to effect an equitable distribution of contracts among equally qualified ~~firmFirms~~, provided that such distribution does not violate the principle of selection of the most highly qualified ~~firmFirms~~. Staff will recommend a ranking to the Authority Board. The Authority Board has final approval of the ranking.

~~Note: This subsection does not apply to a professional service contract for a project when the fee for professional services is less than \$30,000.00.~~

#### Negotiation

When authorized by the Authority, the Staff attempts to negotiate a contract and compensation for the Professional Services of the chosen ~~firmFirm~~. As a part of the negotiation and in making the determination, the Staff conducts a detailed analysis of the cost of the Professional Services required. Staff then reports the negotiated compensation to the Authority for approval.

Should the Staff be unable to negotiate a tentative contract with the most qualified ~~firmFirm~~ at a price determined to be fair, competitive, and reasonable, the negotiations with that ~~firmFirm~~ will be formally terminated. Negotiations with the second most qualified ~~firmFirm~~ will then be undertaken and if it is unable to negotiate, negotiations will be formally terminated. Then negotiations with the third most qualified ~~firmFirm~~ will be undertaken.

Should the Staff be unable to negotiate a satisfactory tentative contract with any of the selected ~~firmFirms~~, additional ~~firmFirms~~ will be selected in accordance with the section titled "Competitive Selections," above. Negotiations will continue in accordance with this section until an agreement is reached.

A successfully negotiated agreement is subject to approval as to form and legality by Authority ~~l~~legal ~~c~~Counsel and to

|  |  |
|--|--|
|  | final approval by the <del>Board</del> Authority.  |
| <b>Non-exclusion of Public</b>                                     | The public is not excluded from any proceedings under these regulations. Meetings held under this procedure will be announced by posting the time and place of each meeting on Authority bulletin boards.  |
| <b>Inconsistency With the Act</b>                                  | To the extent of any inconsistency between this procedure and the General Statutes of North Carolina, the provisions of the State Statute prevail.   |
| <b>Work Authorizations and Amendments to Consulting Agreements</b> |  |
| <b>Negotiation of Addenda</b>                                      | When additional Professional Services which are within the advertised scope of a Consulting Agreement are required from one of the Authority's consultants, the Staff shall commence negotiations with the consultant for such services. The results of such negotiations shall be presented to the <del>Authority Board</del> for approval. If approved by the <del>Authority Board</del> , a Work Authorization to the Consulting Agreement authorizing the additional services shall be prepared and circulated for execution. The terms of all Work Authorizations shall include the scope, cost and time of completion for the services to be performed under the Work Authorization. |
| <b>Amendments to Work Authorizations</b>                           | When modifications within the scope of a previously issued Work Authorization are required, the Staff shall commence negotiations with the consultant for such services. The results of such negotiations shall be presented to the <del>Authority Board</del> for approval. If approved by the Authority, an Amendment to the Work Authorization to the Consulting Agreement authorizing the modifications shall be prepared and circulated for execution. The terms of all Amendments shall include the effect of the modifications on the scope, cost and time of completion of the services authorized under the Work Authorization.   |
| <b>Limits of Approval</b>  | The <del>Airport Director</del> Executive Director or designee has authority to approve, and implement Consulting Agreements, Work Authorizations and/or Amendments to Work Authorizations in amounts <del>not exceeding up to</del>   |

**Organizational Policy & Procedure: Administration Policies & Procedures**

**Section 113.00  
Administration**

**Selecting Professional Consultant Services**

~~\$50,000-00~~60,000, provided funding is available within the ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority budget. ~~All other~~ Consulting Agreements, Work Authorizations or Amendments ~~shall for~~ amounts over \$60,000 require the approval of the ~~Authority~~ Board.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** June 11, 2010-July 1, 2014

**Supersedes** June 11, 2010, December 11, 2006, March 15, 2004

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**OBJECTIVE**

To establish an organizational procedure for preparation, acceptance, and execution of and changes to ~~C~~construction and ~~R~~repair ~~e~~contracts and ~~change order~~Change Orders for Authority projects in accordance with the General Statutes of the State of North Carolina and any applicable ~~F~~federal regulations.

**METHOD OF OPERATION**

**Definitions**

**Act.** North Carolina General Statutes 143, Article 8.

**Amendment.** A written modification to a Contract modifying the scope of a project previously awarded.

**Authority.** ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority.

**Bid Package.** A set of ~~contract documents, defining a particular scope of work to be performed by the contractor during construction, which include bidding information and forms, specifications, architectural and/or engineered drawings, or other information that define a particular scope of work to be performed or carried out by a contractor, vendor or service provider for carrying out the work for which qualified contractors, vendors, service providers shall use in preparing and providing a competitive price or quote for the performance of the specified scope.~~

**Change Order.** A written modification to a ~~construction and repair contract~~Construction and Repair Contract, approved in the manner set forth below, providing for additions or deletions in the plans, specifications, or scope of work that establishes the basis for additional compensation or credit, if any, and providing, if applicable, for an adjustment in contract time in order to accomplish the modification.

**Construction and Repair Contract.** A written agreement for construction and repair, remodeling, paving, or, modification entered into between the Construction Contractor and the Authority.

**Construction Contractor.** A private sector business which is properly licensed to perform the type of

**Organizational Policy & Procedure: Administration Policies & Procedures**

**Section 114.00  
Administration**

**Construction and Repair Contracts and Changes**

~~construction services~~ Construction Services required for a ~~construction contract~~ Construction and Repair Contract.

**Construction Services.** Those services provided by a Construction Contractor.

~~**General Consultant.** The person(s) or firm(s) selected by the Authority to advise and represent it as its architectural, engineering, or planning consultant(s) in connection with planning, design, and construction matters.~~

~~**Legal Counsel.** The person(s) or firm(s) appointed by the Authority to advise and represent the Authority in legal matters.~~

**General**

~~The preparation, acceptance, execution of, and changes to Construction and Repair Contracts and Change Orders for Authority projects shall be in accordance with this Section and in accordance with the relevant provisions of Article 8 of Chapter 143 of the North Carolina General Statutes. These procedures provide guidelines and policy for the development of Authority construction contracts and the approval and disapproval of change orders and amendments to construction contracts.~~

**Public Announcement and Selection Procedures**

**General**

~~Construction and Repair Contracts under \$30,000 require no bidding procedures. For Construction and Repair Contracts valued at \$30,000 or more, but less than \$500,000, the informal bidding requirements in the Act shall be followed. For Construction and Repair Contracts equal to or more than \$500,000, the formal bidding requirements in the Act shall be followed. The Staff publicly announces each occasion when Construction Services are required to be procured for a project when the estimated cost for such Construction Services exceeds \$500,000.00 except in cases of valid public emergencies so certified by the Authority, or if such project or services are exempted under the Act.~~

~~Staff prepares plans and specifications for the project for which the Construction Services are required. Then Staff~~

~~causes publishes its an~~ announcements ~~to be published~~ in a newspaper of general circulation within the Asheville area, and other advertising media which may be appropriate e.g. AAAE (American Association of Airport Executives), ACI (Airport Council International), etc. The advertisement will provide a general description of the project(s) that require Construction Services and define procedures on how an interested Construction Contractor may apply for consideration by the Authority. ~~A list of the project(s) also will be sent by the Staff to each firm that has expressed an interest in being notified.~~

~~Prior to any such public announcement for Construction Services under the Act, the Staff will have prepared plans and specifications for the project for which the Construction Services are required.~~

**Competitive Selection**

Contracts ~~may be~~ are awarded following a ~~publicly advertised~~ the sealed bid process required by the Act. ~~or by any other method allowed by any applicable local, state or federal authority.~~ Requests for construction contract awards are reviewed by the Airport Director and included on the agenda of the Authority Board for approval. ~~A minimum of three bids are required. If three bids are not received, a second advertisement must be made, after which a contract may be awarded if fewer than three bids are received.~~

Recommendations for award of ~~construction services~~ Construction and Repair contracts shall be based upon the lowest, responsive bidder or the most highly qualified proposer, price and other factors considered. The Authority Board has final approval of a ~~Construction Contract~~ Construction and Repair Contract.

~~**Note:** The Public Announcement and Selection Procedures outlined above do not apply to construction and repair services contract for projects when the estimated cost of the project is less than \$500,000.00. For contracts under \$30,000.00, no bidding procedures are required. For contracts valued at \$30,000.00 to \$500,000.00, the Informal Bidding Requirements outlined in the Act shall be utilized.~~

**Negotiation**

Subject to authorization by the ~~Authority~~ Board, in the event the lowest responsible bid is in excess of the funds available for the project, Staff will enter into negotiations with the lowest responsible bidder making reasonable necessary

**Construction and Repair Contracts and Changes**

changes in the plans and specification as may be necessary to bring the contract price within the funds available, and may execute a contract with the bidder if the bidder agrees to the changes.

**Contract Preparation**

After approval of contract award by the Authority, a contract is prepared and executed by the Authority and the Construction Contractor, and if necessary, with Federal or State agency concurrence. The ~~Airport Director~~ Executive Director or designee issues the notice to proceed at the appropriate time.

**Coordination of Project**

Upon award of a contract and subsequent notice to proceed, the ~~Airport Director~~ Deputy Executive Director, Development and Operations or designee or Designated Project Manager, serves as coordinator of the project.

**PROCEDURES FOR CHANGES**

**Change Order Procedures**

A Change Order may be initiated by a contractor's request or the Authority's issuance of a bulletin outlining the description of work, reasons for the change, and the estimated cost. The proposed Change Order request describes the scope of work involved, reason for the change, and the source of funding.

The ~~Airport Director~~ Executive Director or designee:

1. Coordinates the documentation that describes and details the scope of the change including the estimated cost and time impact, if any;
2. Informs Federal and State agencies, when applicable, of the proposed change to determine funding eligibility for participation or reimbursement;
3. Assigns a Change Order number that identifies both the contract and the Change Order sequential number within that contract;
4. Requests the Director of Finance and Accounting Department to confirm the source of funds;
5. Approves the Change Order (within limits) or presents the Change Order to the ~~Authority~~ Board for approval, and obtains necessary signatures on the Change Order.



**Limits of Approval of Contracts and Change Orders**

The ~~Airport Director~~Executive Director is authorized to approve all ~~Construction Contract~~Construction and Repair Contracts and Changes Orders up to ~~\$50,000.00~~60,000 provided funding is available from a budgeted funding source. ~~Authority Board~~ approval is required for all ~~Construction Contract~~Construction and Repair Contracts, Amendments, and Change Orders exceeding ~~\$50,000.00~~60,000, or which involve Federal, State, or other governmental grant-in-aid funds which require such governmental entity's approval.

If an emergency or other urgent situation arises during the performance of a ~~Construction Contract~~Construction and Repair Contract, the ~~Airport Director~~Executive Director has authority to approve a ~~Field~~Change Order for an amount not to exceed \$75,000. Upon approval of a ~~the Field~~Change Order, the ~~Airport Director~~Executive Director or designee ~~prepares a Change Order and~~ submits it to the ~~Authority~~Board for subsequent approval.

The limits of authority for Change Orders ~~and Field Change Orders~~ apply to all work covered by the proposed change. Additional Change Orders ~~or Field Change Orders~~ for the same work will not be separately issued.

The ~~Airport Director~~Executive Director or designee advises the ~~Authority~~Board of all Change Orders so approved at each regularly scheduled Authority meeting.

**Payment for Change Orders**

~~Unless otherwise set forth in the Construction Contract or the Change Order, partial payment to the contractor for work done pursuant to the Change Order will be made when work involved is satisfactorily completed.~~

**Insurance Requirements**

All ~~construction contract~~Construction and Repair Contracts must include by attachment current insurance certificates required in the contract.

**Bonds/Deposits**

Payment and performance bonds (100%) and bid bonds/deposits (5%) are required for all projects valued at ~~\$1~~300,000 or more. The ~~Airport Director~~Executive Director or designee has the authority to determine whether payment and performance bonds are required for projects valued at less than ~~\$1~~300,000. Among the factors the ~~Airport Director~~Executive Director or designee will use to determine whether bonds will be required are:

- The complexity of the project;
- The reputation of the contractor for performance of work and payment of subcontractors; and
- The dollar value of the contract.

**APPROVAL AND  
UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, March 15, 2004

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**OBJECTIVE** To describe the normal procedures for ~~Internet-Technology Related Resource (TRR)~~ usage. The procedure outlines the processes and designates the responsible parties for controlling how ~~the Internet-TRR's~~ and the Local/Wide Area Networks ~~and infrastructure (Networks)~~ shall be used.

**METHOD OF OPERATION**

**General Policy** ~~Access to~~ computer networks ~~and Internet and TRR's access~~ are available to staff of the Authority. The goal is to promote excellence by facilitating resource sharing, innovation, and communication. To further expand our services to the community, several technologies may be available to the public. It is necessary to regulate the use of such resources to prevent misuse and to clarify the responsibilities of the users. Misuse is defined as any use not consistent with the overall intent and objectives of the Authority.

**Technology-Related Resources** All TRR's shall remain the property of the Greater Asheville Regional Airport Authority (GARAA). Users must not install, upgrade, repair or move TRR's without approval from the Executive Director or designee.

Only GARAA-approved equipment or TRR's are to have a permanent connection to GARAA Networks. Users (see User Eligibility) should consult with the Director of Information Technology or designee for the proper relocation and connection of TRR's.

GARAA cannot support unapproved TRR's. Installation, upgrade, repair or other forms of support will only be performed on official GARAA-owned, leased, or licensed TRR's.

**User Eligibility** Staff is entitled to an individual system account. Request for staff accounts should be made directly to the ~~Airport Director~~Executive Director or designee.

Public access to public network systems (such as free internet access via wireless or wired technologies), stand-alone computers, and the Internet are limited to guest login

accounts with browse only capability. Guests may save created files on their ~~own diskettes~~ own personal media, as space is not provided on local or network storage devices.

Other system accounts may be provided to persons or organizations not included above, provided that account use is consistent with the mission of the Authority, have merit, and they adhere to and sign the 3<sup>rd</sup> Party User Access Agreement Form, prior to any use of GARAA's TRR's. ~~and have merit.~~ Requests or accounts must be approved by the ~~Airport Director~~ Executive Director or designee.

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**Regulations, User ID And Passwords**

The network or individual communication system will remain in operation during the Authority's normal business hours and at other times, unless there are hardware/software malfunctions or maintenance requirements. Shutdowns for extended periods of time will be announced.

GARAA employees are responsible for reporting any violation of this Information Technology Acceptable Use Policy that they may cause, have knowledge of, or observe. Breaches or incidents to report include confidential or sensitive data breaches, infections by computer viruses, successful attacks of GARAA websites, unauthorized intruders to facilities, and any other incident that may affect the security of GARAA's information or information systems.

A system account name and password will be issued to eligible users. A password may be replaced upon proper validation of user identity.

- Users shall not provide their password to another person or log in for another person unless that person is approved by the Executive Director or designee.
- Users shall not use another employee's password without prior approval from an authorized Department manager.
- If a password is compromised for any reason, the password shall be changed as soon as practical.
- Users shall choose passwords in accordance with the "Password Construction Guidelines". IT Department has more information on these guidelines.
- Users will be required to change their passwords at a minimum of every 90 calendar days.

And, avoid using script files, macros and options with embedded passwords to automate your login process. Passwords used for secure access should be different than those used for non-secure access. Use different passwords to separate public, private, and personal information. For example, use one password to access non-sensitive GARAA data (e.g. your LAN account), a second password to access sensitive data (e.g. your enterprise server account such as Financial software), and a third to access public systems (e.g. your Internet Service Provider (ISP) or non-secured public wireless). Although user IDs should be the same for a single user across many systems, don't use the same password across all systems.

An electronic mailbox (Email) ~~or user sub-directory~~ will be provided. Internet Email capability is reserved for GARAA administration and staff ~~of the Authority~~. Users are advised that electronic mail is not a secure method of transmission. There is no guarantee that only the recipient will see any Email message. Caution should be exercised when sending personal information such as credit card numbers, social security numbers, etc. Per NC General Statutes 132 and 121, Email is defined as a public record.

Do not send confidential information.

Staff accounts are removed when employment ends. All files will be erased when the account is removed, in accordance with the General Records Schedule as defined by Section 106.00 Retention and Disposition of Public Records.

Only the ~~Airport Director~~Executive Director or designee may install programs after thorough inspection for virus(es), malware, spyware and copyright violation(s).

Only the ~~Airport Director~~Executive Director or designee may approve the use of non-Authority owned or managed hardware or software on Authority network.

**Locking Desktop  
And Portable  
Computers**

Desktop and portable computers must be configured by the user to automatically lock if unattended for more than the organization-specified network timeout period, not to exceed 15 minutes. It is recommended that users who

[need to leave a computer, log off or lock the computer before leaving](#)

### **System Monitoring**

Privacy – In order to enforce the policies and procedures herein, the ~~Airport Director~~Executive Director or designee is permitted to monitor all activity on the computing facility network or stand-alone equipment for which they are responsible. The staff will strive to protect the privacy of the user. Staff may search the file systems of computer hardware for violations as specified in the section “System Monitoring” below. When there is evidence of a possible violation, they may view user files, read Email, monitor keystrokes and screens, and observe user activities in accordance with this policy.

This statement serves as notice to all users that regular monitoring of system activities will occur. Only the ~~Airport Director~~Executive Director or designee may perform such monitoring.

The following information shall be monitored by the ~~Airport Director~~Executive Director or designee:

- Local Area Network/Wide Area Network (LAN/WAN) System log files containing information pertaining to all processes executed on the system.
- LAN/WAN System directories, temporary storage areas, work areas and all areas outside the users’ home sub-directories and Email files.
- Email messages with invalid recipient or sender fields.
- All directories regarding the presence of non-essential and “hidden” files.
- Unsuccessful attempts to log into a LAN/WAN system account.
- Attempts to disguise the source of Email. Any activity which, in the opinion of the staff, appears to compromise the security or integrity of a computer’s operating system.

- Relevant information regarding a complaint brought by another user.

**Prohibited Activities** Unauthorized usage and the use of profanity or sexually explicit material are prohibited. Violation of these rules may result in immediate termination of the account and disciplinary action, up to and including termination of employment as stated in the Human Resources Policies and Procedures.

Removal of access privileges may be reviewed by the ~~Airport Director~~Executive Director or designee. Decisions shall protect laws, privacy, data, system operations, and equipment.

If the unauthorized usage involves activities which are considered harmful or damaging to others or illegal, the computer system, network, or another computer (includes elements listed in North Carolina General Statutes 14-454 and 14-455), the account will be terminated immediately and the user may be subject to investigation~~ed~~ for criminal liability.

“Misuse” includes, but is not limited to, the following activities:

- Installing or using products that are not appropriately licensed for use by GARAA or those that violate the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.
- Effecting security breaches or disruptions or network communication. Security breaches include, but are not limited to, accessing data which an employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, “disruption” includes, but is not limited to, network sniffing, pinged floods, port scanning, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring that will intercept data not intended for the employee’s host, unless this activity is within the scope of regular duties

and responsibilities.

- Attempting to modify computer equipment or a computer's operating software, including terminals, communication devices, or other peripherals, or to deny access to such equipment to other users.
- Using an account for a purpose for which it was not intended, i.e., personal or commercial enterprises not consistent with the mission of the Authority, or allowing such use by other individuals.
- Using the LAN/WAN system account of another person.
- Circumventing user authentication or security of any host, network, or account unless this activity is within the scope of regular duties (e.g.: IT staff resetting a user's password).
- Attempting to read, alter, change, execute, or delete electronic files belonging to another user.
- Violating property rights and copyrights in data and computer programs or violations of other intellectual property rights, i.e., software piracy.
- Creating or introducing self-replicating messages, programs, chain letters, viruses, malware, spyware or any other action which purposely destroys or alters data and system files, or consumes excessive amounts of computer system resources.
- Sending, forwarding, or returning harassing, "flaming," libelous, threatening, or profane Email.
- Sending Email fraudulently, i.e., by misrepresenting the identity of the sender.
- Using a "loophole" in a computer's operating system or a privileged password to damage a computer system or to gain access to a system or resource.
- Using the Authority's facilities to gain unauthorized access to computer facilities that are on-site or off-site.



- Intentionally using an excessive amount of resources, such as processing time or disk space, without permission of the ~~Airport Director~~Executive Director or designee.
- Interfering with the proper functioning of the LAN/WAN computer system(s) or impinging on another user's rights.
- Using the Authority's equipment to infringe on copyright laws, to make illegal copies, printouts, or duplicates of art, programs, or files, without proper authorization from the legal creator or owner.
- Creating or introducing games, network communications programs, or any foreign program onto any computer system in the Authority's LAN/WAN system.

Computer misuse shall be reported to the ~~Airport Director~~Executive Director for appropriate disciplinary action. All disciplinary actions instituted for computer misuse shall be consistent with current policies, procedures, which may result in disciplinary action, up to and including termination of employment. The Authority reserves the right to proceed criminally or civilly against the violator for alleged misuse of current applicable ~~s~~State, ~~f~~Federal, or local laws.

#### Voice Mail

All voice mail, sent or received using GARAA's TRR's remain the property of GARAA at all times. GARAA reserves the right to retrieve and read any message composed, sent, or received using GARAA's IT systems.

Within a voice mail system, users may be required to share a password among two or more individuals. If the business environment requires shared voice mail accounts, the Department Director will define procedures explaining how the accounts will be managed.

#### Acknowledgement of the Information Technology

All users must sign the Acknowledgement of the Information Technology Acceptable Use Policy Form.

~~Organizational Policy & Procedure: Administration Policies & Procedures~~ Section 115.00  
~~Internet and Email Usage Policy~~ Information Technology Acceptable Use Policy  
~~Administration~~

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Acceptable Use Policy

APPROVAL AND  
UPDATE HISTORY

Approval [June 11, 2010-July 1, 2014](#)  
Supersedes [June 11, 2010](#), March 15, 2004

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**OBJECTIVE**

To prescribe the range of incentive options available for air service development for the ~~Asheville Regional Airport Authority~~ Greater Asheville Regional Airport Authority (Authority).

**METHOD OF OPERATION**

**INTRODUCTION**

In an effort to stimulate air carrier growth and provide an incentive to incumbent and new entrant airlines for the addition of new air service at the Asheville Regional Airport (Airport), the Authority should establish a range of incentive options that it will make available. This policy provides the parameters within which Staff will be able to negotiate air service development on behalf of the Authority.

**INCENTIVE PROGRAM**

For a new nonstop service to one on Asheville's top 25 ~~20~~ destinations based on US Department of Transportation data or a new hub destination, the following range of options will be available for use in negotiating air service development at the Airport with current and prospective air service carriers

- Marketing and advertising of the new service up to \$150,000.
- Waiver of the following fees/rents for a period of up to 12 months:
  1. Landing fees for the new service.
  2. Rental fees for new or expanded preferential lease space (ticket counter, queue and office space).
  3. Rent for common use areas (baggage claim, lower or upper level passenger boarding lounges, aircraft apron, loading bridges, etc.).
  4. Airport imposed security fees.
  5. Fees for shared terminal equipment and supplies for passenger processing.

- Assistance with Airport facility improvements and/or equipment purchases may be negotiated on a case by case basis.

For increased capacity/passengers to an existing nonstop or hub destination, the following range of options will be available for use in negotiating air service development at the Airport with current air service carriers:

- Marketing and advertising of the new service up to \$50,000.
- Waiver of the following fees/rents for a period of up to 12 months, which will be based on the increased capacity/passengers using a rolling two (2) year average for each category unless the air service carrier has provided service for less than two (2) years:
  1. Landing fees for the expanded portion of the service.
  2. Rental fees for expanded preferential lease space (ticket counter, queue and office space) as a result of the expanded service.
  3. Rent for common use areas (baggage claim, lower or upper level passenger boarding lounges, aircraft apron, loading bridges, etc.) related specifically to the expanded service.
  4. Airport imposed security fees related specifically to the expanded service.
  5. Fees for shared terminal equipment and supplies for passenger processing related specifically to the expanded service.

**Air Service Incentive Policy**

**REQUIREMENTS**

For those incentives identified under the "Incentive Program" section of this policy, a formal contract is not required. However, Staff will codify the arrangement and provide [the](#) air service entity with a written outline of the incentives that have been negotiated and approved.

If a revenue guarantee or other cash incentive is provided, a formal contract between the Authority and air service entity must be executed.

**APPLICABILITY**

This policy applies to both incumbent and new entrant commercial or scheduled charter air service entities utilizing the Airport and desiring to provide new or expanded non-stop or hub service. The incentive options outlined above are based on new year round daily service being provided. Seasonal and/or charter service may be eligible for incentives as determined by Staff.

The Authority budgets for air service incentives annually. Therefore, once the Authority budgeted funds are exhausted for a given fiscal year, further incentives may not be available until the next fiscal year [unless authorized by the Board](#).

**RIGHT TO AMEND POLICY**

The ~~Asheville Regional Airport Authority~~[Greater Asheville Regional Airport Authority](#) reserves the right to adopt such amendments to this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

**APPROVAL AND UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), April 13, 2007, December 18, 2000, May 17, 2004, October 18, 2004, January 24, 2005

**OBJECTIVE** To promote and enhance the quality of Commercial Ground Transportation, the public convenience, the safe and efficient movement of passengers and their luggage to and from the Airport.

**METHOD OF OPERATION** It is necessary for the maintenance, operation, regulation and improvement of the Airport that Commercial Ground Transportation be regulated for the safe and efficient use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to enhance safety and reduce congestion in front of the Terminal Building; and to make the Airport as self-sustaining as possible.

**Definitions** The following words, terms and phrases shall have the meanings herein given, unless otherwise specifically defined:

**Airline Personnel Transportation Service.** The transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

**Commercial Ground Transportation.** Any and all of the following: the act of providing the carriage of, airport users, passengers or luggage in a Commercial Vehicle to or from the Airport, including but not limited to the Terminal Building or the premises of any fixed base operation; the act of using a Private Vehicle to provide Commercial Ground Transportation to or from the Airport for the owner or other person in possession thereof, when such owner or other person is engaging in air travel, and when the Private Vehicle is to be placed in a commercial off-Airport parking lot or facility; the transportation, on a recurring basis, of airline employees (including but not necessarily limited to pilots and flight attendants) to or from the Airport pursuant to an agreement between an airline and an Operator (whether such agreement is written or oral or a combination thereof).

**Commercial Ground Transportation Operator ("Operator").** Any partnership, corporation, limited liability company, enterprise, person, or other entity engaged in any

type or form of Commercial Ground Transportation. (For purposes of gender, the word "it" when used in lieu of the "Operator" in this Policy shall be deemed to also include "he and "she".)

**Commercial Vehicle.** Any vehicle, other than a Private Vehicle, which transports passengers, with their luggage (if any), to or from the Airport, and it includes specifically Courtesy Vehicles, Limousines and Taxicabs; and any vehicle which is used by an Operator for the provision of Airline Personnel Transportation Service or Luggage Transportation Service.

**Courtesy Vehicle.** A Commercial Vehicle of any size, with or without a meter, which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport Parking lot or facility.

**Limousine.** A Commercial Vehicle that carries fifteen or fewer passengers for a fare, not determined by a meter.

**Loading Area.** A space or spaces designated by the ~~Airport Director~~ Executive Director, or ~~designee the Director of Operations and Maintenance~~ on the Terminal Building Curbside for the loading of Commercial Vehicles.

**Luggage Transportation Service.** The transportation, on a recurring basis, of luggage from the Airport pursuant to an agreement between an airline and an Operator, whether such agreement is written or oral or a combination thereof.

**Park or to be Parked.** To put or leave or let a Commercial Vehicle stand or stop in any location on the Airport, whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is in a place other than a parking space in a public parking lot and is not required: by a traffic control device, Executive Director or designee, ~~the Director of Operations and Maintenance~~, a Public Safety Officer, or designee, or conditions beyond the control of the driver; or to enable a passenger, with his or her luggage (if any), to get into or out of such Commercial Vehicle.

**Pre-reservation.** A passenger reservation, accommodation or arrangement for Commercial Ground Transportation made, provided for or arranged prior to the Commercial Vehicle's entry onto the Airport.

**Private Vehicle.** A vehicle which transports a person or persons to or from the Airport at no charge, either direct or indirect, to such person or persons or to any other person or entity. A vehicle which is operated by, for, or for the benefit of, on behalf of, or pursuant to any contractual arrangement with a hotel, motel, off-Airport rent-a-car business, camp or off-Airport parking lot or facility, and which carries passengers with Pre-reservations is not a Private Vehicle.

**Solicitation.** Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation.

**Taxicab.** A Commercial Vehicle that carries fifteen or fewer passengers for a fare, determined by a meter.

**Bidding Option**

The Authority may from time to time request bids for the carriage of passengers, with their luggage (if any), in a Commercial Vehicle to or from the Airport. In addition, the Authority may from time to time enter into an agreement with the successful bidder ("Contract Operator") for such specific Commercial Ground Transportation; and in its sole discretion, and without bidding, the Authority may, from time to time, award an agreement to a Contract Operator for such specific Commercial Ground Transportation. No such agreement (whether awarded with or without bidding) shall be exclusive. The Contract Operator's rights are non-exclusive, and the Authority has, and shall continue to have, the absolute right to enter into agreements with third parties for such specific Commercial Ground Transportation, and such agreements may be on the same or different terms than those set forth in any other agreement.

Nothing in an agreement with the Contract Operator or this [Policy](#) prohibits or restricts the City of Asheville, the Asheville Transit Authority or any other governmental agency, department or subdivision from providing mass transportation services.

**Loading Areas**

The Loading Area (which shall be designated from time to



time by the ~~Airport Director~~Executive Director, ~~the Director of Operations and Maintenance, or their or~~ designee) shall be used by all Commercial Vehicle Operators.

Except for Commercial Vehicles of the Contract Operator or except as may be permitted from time to time by a written agreement with the Authority or by the ~~Airport Director~~Executive Director, ~~the Director of Operations and Maintenance~~, or designee, no Commercial Vehicle shall be Parked on the Airport. The ~~Airport Director~~Executive Director may establish at his/her sole discretion an area on Airport Property for a Commercial Airport Ground Transportation holding lot. The ~~Airport Director~~Executive Director may also waive the permitting requirements for such Operators as seasonal or specific delivery companies at his/her sole discretion if in his judgment it is in the best interest of the Airport Authority.

**Solicitation**

The Operators and the Contract Operator shall not engage in Solicitation.

**Passenger Contact**

When on Airport Property for the purpose of making contact in or about the Terminal Building with a passenger who has a Pre-reservation, an Operator may make contact with such passenger only in the area designated as the "Contact Area". The requirement for the contact area is subject to change from time to time by the ~~Airport Director~~Executive Director, ~~Director of Operations and Maintenance,~~ or designee, and is not intended to allow unattended vehicles. Passenger assistance may be granted beyond the contact area by the a Guest Services ~~Coordinator~~Clerk only if arranged in advance by the driver. If the Operator wishes to display a placard or sign in order to contact such passenger, placard or sign may only set forth thereon the name of the passenger and/or the name of the passenger's organization, association or company. The name, logo type, emblem or symbol of the passenger's destination may be included on a placard or sign when the Operator also identifies at least the event or name of the individuals they intend to transport and verification of a ~~pre~~Pre-reservation can be obtained. Airport Operations and/or the Department of Public Safety employees shall have the right to restrict the Operator from displaying a placard or sign at their sole discretion. The vehicle operator may not leave their vehicle unattended at any time other than in areas designated by the ~~Airport Director~~Executive Director, ~~the Director of~~

~~Operations and Maintenance,~~ or designee.

**Statement of Information**

Each Operator shall forthwith deliver to the ~~Airport Director~~Executive Director, ~~the Director of Operations and Maintenance,~~ or designee at his or /her office a written statement verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership) or owner, stating the Operator's full legal name, assumed name (if any), street address, mailing address, emergency contact (available at all times), telephone number and facsimile number. An updated replacement statement shall be delivered to the ~~Airport Director~~Executive Director, ~~the Director of Operations and Maintenance,~~ or designee, no later than July 1<sup>st</sup> of each calendar.

**Commercial Vehicle/Driver Identification and Standards**

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator shall deliver to the ~~Airport Director~~Executive Director, ~~the Director of Operations and Maintenance,~~ or designee, at his or /her office a written list verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, model, year, color and markings (such as a name, logo, telephone number, emergency contact (available at all times), and so forth) of each Commercial Vehicle. Vehicle and driver inspections may be conducted from time to time for Taxicab and On-Demand Shared Ride Services in order to provide a standard for Commercial Vehicles and drivers. The Director of Operations and Maintenance shall have the Authority to set standards, or a combination thereof, as agreed upon through the Airport Ground Transportation Association, Carolinas Parking Association, North Carolina Association of Transportation Regulators, and as set forth in the Recommendations for North American Airport Ground Transportation Standards that are adopted from time to time. If the Commercial Vehicle is used in the provision of Airline Personnel Transportation Service or Luggage Transportation Service, this list shall also state, with the license plate number, the date on which the annual permit fee (which is referred to below) was paid to the Authority. An updated replacement list shall be delivered to the ~~Airport Director~~Executive Director, ~~the Director of Operations and~~

~~Maintenance~~, or designee, no later than July 1<sup>st</sup> of each calendar year; and if a Commercial Vehicle is obtained or utilized after July 1<sup>st</sup>, the Operator shall forthwith provide to the ~~Airport Director~~ Executive Director, the Deputy Executive Director, Development and Operations, the Director of Operations and Maintenance, or designee, at his/her office a written notice thereof, stating the information.

**Violations**

While at the Airport, the Commercial Vehicles and the drivers thereof shall be subject to traffic-control directions by the ~~Airport Director~~ Executive Director, the Deputy Executive Director, Development and Operations, the Director of Operations and Maintenance, Airport Operations Supervisors, Maintenance Supervisor, ~~Airport~~ Public Safety Officers, and other law enforcement officers. The Department of Public Safety will continuously monitor for unattended vehicles, all Airport Policies and Procedures, and Rules and Regulation ~~v~~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 ~~m~~Management may issue Violation Notices, and fines in accordance with the Authority Rules and Regulations for violations of this policy.

In the event that an Operator or one of its drivers violates any provision of this ~~P~~policy or the Authority's Rules and Regulations, the ~~Airport Director~~ Executive Director, the Deputy Executive Director, Development and Operations, the Director of Operations and Maintenance, or designee may prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Rules and Regulations. In the event that an Operator or one of its drivers violates any provision of this Policy within ninety (90) days of a previous violation, the ~~Airport Director~~ Executive Director, the Deputy Executive Director, Development and Operations, the Director of Operations and Maintenance may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations. If after the third offense, the Operator or one of its drivers 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 ~~Airport Director~~Executive Director may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport to provide Commercial Ground Transportation for a period not to exceeding six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations. Before the imposition of such a prohibition, the Operator and the driver will be given the opportunity to appear before the ~~Airport Director~~Executive Director at an informal hearing, in order to present information and evidence in opposition to such a prohibition. A letter must be sent to the ~~Airport Director~~Executive Director by certified mail within five (5) business days stating the reasons for the appeal. The ~~Airport Director~~Executive Director will respond to the appeal within thirty (30) days with a final decision. In the event that the Operator or one of its drivers do not request an appeal in writing within five business days, the Operator, driver or both shall immediately cease operation on Airport Property as originally notified by the ~~Airport Director~~Executive Director. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

**Annual Permit Fee**

An annual permit fee shall be paid by each Operator which is engaged in the provision of Commercial Ground Transportation, including Airline Personnel Transportation Service, Luggage Transportation Service or any other vehicle engaged in transporting airport passengers with pre-reservations or their luggage. This annual permit fee shall be paid to the Authority at the Authority's office in advance and no later than July 1<sup>st</sup> of each Permit Year. This annual permit fee shall be for a period of twelve (12) months, commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup>. No annual permit fee or portion thereof shall be refundable in the event that an Operator discontinues such Commercial Ground Transportation or a Commercial Vehicle is no longer utilized.

~~The annual permit fees effective on the adoption of this policy are as follows:~~

- ~~a. A \$300.00 permit fee for each Commercial Vehicle.~~

The Authority may from time to time change the amount of

the permit fee, with due regard to such matters as, for example, the Authority's property and improvements and the costs thereof, and the Authority's operational and maintenance expenses.

An airline shall forthwith provide to the Authority a copy of any agreement between the airline and an Operator relative to Airline Personnel Transportation Service or Luggage Transportation Service. If the entire agreement is not in written form, the airline shall provide to the Authority a written summary of the agreement, current insurance certificate in the appropriate amounts, the names of the contract parties and sub-contract parties (if any) the term of the agreement, and all consideration from the airline to the Operator by July 1st, or the permit application may be denied.

**Compliance**

The Operators and the Contract Operator shall comply with all Airport Policies and Procedures, Rules and Regulations, applicable laws and regulations of the State of North Carolina and the United States of America and their respective agencies, departments and subdivisions. All fines must be paid and the operator must be in good standing with the Authority, or the permits in effect will be suspended until the operator pays all fines and corrects any and all deficiencies, including, but not limited to vehicle inspections.

**RIGHT TO AMEND POLICY**

The ~~Asheville Regional Airport Authority~~Greater Asheville Regional Airport Authority reserves the right to adopt such amendments to this policy from time to time as it determines is necessary or desirable to reflect current trends of airport activity for the benefit of the general public or the operation of the Airport.

**APPROVAL AND UPDATE HISTORY**

**Approval**

~~July 1, 2012~~ July 1, 2014

**Supersedes**

July 1, 2012, June 11, 2010, January 24, 2005, March 15, 2004; September 15, 1997; December 1, 1991; July 16, 1990; September 22, 1986; Enacted, June 23, 1986

**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; and to foster competition among rent-a-car businesses.

**METHOD OF OPERATION**

It is necessary for the maintenance, operation, regulation and improvement of the Airport that this Regulation be enacted with respect to off-Airport rent-a-car businesses which derive commercial benefit from the use of the Airport or its facilities.

Off Airport rent-a-car businesses use the Airport and its facilities for private business and commercial interests and purposes without having leases, agreements or concession contracts with the Authority or licenses from the Authority.

**Definitions**

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

**Off Airport Rent-A-Car Business** means engaging in the rental and/or short-term leasing of vehicles by an "off Airport rent-a-car business operator". (As used in this Regulation, the words "short term" shall mean a period of forty or less consecutive days.)

**Off Airport Rent-A-Car Business Operator (Operator)** means any partnership, corporation, enterprise, person or other entity which ~~or who~~ engages in the rental and/or short-term leasing of vehicles and which does not have a lease, agreement or concession contract with, or a license from, the Authority granting the privilege of having an office or offices, counter space, or any other facility on the Airport from which to conduct its rent-a-car business. (For purposes of gender, the word "it" as used in this Regulation in lieu of the word "Operator" shall be deemed to include "he" and "she".)

**Gross Receipts** means all fees and charges from all of the Operator's business originating on, at, from and with respect to the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, facsimile, telegraph and other means of communication, and including but not limited to all base, time and mileage fees and charges from the Operator's customers for the rental of vehicles and the short-term leasing of vehicles), plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and other types and kinds of insurance coverage's and policies (regardless of how they may be denominated, regardless of parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected. ~~(As used in this Regulation, the words "short term" shall mean a period of forty or less consecutive days.)~~

Gross Receipts do not include the following: sales taxes which are separately stated on the Operator's vehicle rental agreements and vehicle short-term leasing agreements; and which the Operator collects and remits separately to a government taxing authority; gasoline refueling service fees which are paid by customers upon the return of vehicles to the Operator, for gasoline pumped into the vehicles after their return to the Operator; compensation received by the Operator from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of the Operator; and compensation received from any final commercial sale of a vehicle or other personal property of the Operator or an unrelated third party (provided that the Operator does not regain or retain any title, right, interest or ownership in or to the vehicle or other personal property).

For the purposes of this definition of "Gross Receipts", it shall be presumed that, if a customer's business address or residential address is beyond a radius of fifty miles from the Airport, all charges and sums (as identified above in this

paragraph) relative to such customer are to be included in the Gross Receipts; and the burden shall be upon the Operator to rebut this presumption by clear and convincing documentation.

**Park or The parking of** means to put or leave or let a vehicle stand or stop in any location on the Airport (including but not limited to the Airport's short-term pay parking lot, the Airport's long-term pay parking lot, and the premises of a fixed base operator), whether the driver thereof leaves or remains in such vehicle, when such standing or stopping is not required: by a traffic control, a Public Safety Officer, ~~Airport Director~~Executive Director, the Director of Operations and Maintenance, or designee, or conditions beyond the control of the driver; to enable the driver to enter the Terminal Building in order to locate a customer who has a pre-existing reservation for the rental or short-term leasing of a vehicle; or to enable a passenger, with his or her baggage (if any), to get into or out of such vehicle. (Nothing herein shall be deemed to authorize the parking of any vehicle in an otherwise restricted or prohibited area at the 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 an Operator.

**Bidding Option**

None

**Loading Areas**

Commercial Curb or as otherwise specified by the ~~Airport Director~~Executive Director, the Director of Operations and Maintenance, or designee.

**Solicitation**

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

**Statement of Information**

On or before January 10<sup>th</sup> of each calendar year, each Operator shall deliver to the Authority at the ~~Airport Director~~Executive Director's office a written and legible statement setting forth the following information: the Operator'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 Operator's off-Airport rent-a-car business (which description shall include each vehicle's



**Off-Airport Rent-A-Car Business Regulation**

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), a supplemental written and legible statement shall be forthwith delivered to the Authority at the ~~Airport Director~~Executive Director's office.

**Commercial Vehicle Identification**

**Annual Permit Fee**

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, off-Airport rent-a-car business operators ("Operators") conduct a significant 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 Operators, and the Authority's expenses for the maintenance, operation and improvement of the Airport and such facilities.

As a consequence of the Operators 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 Operator shall pay to the Authority at the office of the Authority's ~~Airport Director~~Executive Director ("~~Airport Director~~Executive Director") a Fee for each calendar month, which Fee shall be payable on or before the twentieth day of each month for the previous month. The Fee due each month shall equal 7.5% of the Gross Receipts during the previous month; provided that, if at any time during such previous month an Operator parks, or permits the parking

of, a vehicle or vehicles (which are intended for, or which are utilized for, rental or short-term leasing purpose or purposes) in the Airport's short-term pay parking lot or in the Airport's long-term pay parking lot or on the premises of a fixed base operator located on the Airport, the Fee due for the month shall equal 10% of the Gross Receipts during such previous month.

**Reporting**

On or before the twentieth (20<sup>th</sup>) day of each month, each Operator shall deliver to the Authority at the ~~Airport Director~~Executive Director'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 ~~Airport Director~~Executive Director from time to time. The Reports shall be certified by an authorized representative of the Operator.

In addition to these Reports, each Operator shall, within ninety days after the close of each of the Operator's fiscal or calendar years, deliver to the Authority at the ~~Airport Director~~Executive Director's office a certified yearly financial statement from the Operator's accountant, stating the amount of the Operator's Gross Receipts during such year. This statement shall be verified and acknowledged in writing by an officer of the Operator (if a corporation), general partner (if a partnership) or owner. Upon the Authority's request, the Operator shall deliver to the ~~Airport Director~~Executive Director copies of all working papers supporting this statement.

In addition to these Reports and certified yearly financial statements, each Operator shall keep legible and accurate books of account and records (including but not limited to invoices, sales slips, customer credit records, and North Carolina sales tax reports) covering its off-Airport rent-a-car and its Gross Receipts, and each such book of account and record shall be safe-guarded by the Operator for a period of not less than five years.

Should the Authority elect from time to time to audit the reports, or any of them, each Operator shall provide the Authority and its representatives unlimited access to all such books of account and records, which shall be made available upon the Authority's request, and which may be examined and copied by the Authority and its representatives. Also, upon the Authority's request, the Operator shall make

personnel available to explain any information or entry set forth therein. If an audit discloses that the Reports then being audited understated the Operator's Gross Receipts by 2% or more, such Operator shall forthwith reimburse the Authority for all costs and expenses of the audit. In addition to all of the other rights and remedies of the Authority, all portions of the understated amounts due to the Authority as Fees shall be paid immediately, with interest at the highest legal rate.

**Compliance**

The following additional provisions are applicable to the Operators:

Nothing in this Regulation bestows or grants to any Operator 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 Operator and without interference or hindrance from any Operator; and the Authority may continue to so develop, expand, improve and renovate the Airport.

All of the employees and agents of each Operator 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 Operator's employees or agents while at the Airport is prohibited.

The vehicles made available by each Operator shall be maintained in good operator order, free from known mechanical defects.

Each Operator shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the conduct of its business at the Airport.

Each Operator shall comply with all of the Authority's current and future regulations and policies concerning the operation and use of the Airport.

If so authorized by the Authority from time to time, each Operator may use in common with other providers of rent-a-car services or other Operators a passenger loading and unloading temporary parking area, which use shall be in accordance with all directives (if any) of the ~~Airport Director~~ Executive Director, the Director of Operations and Maintenance, or Designee. The Authority shall not be responsible for snow or ice removal from any such temporary parking area.

Each Operator shall indemnify the Authority and its present and future officers, members, ~~Airport Director~~ Executive Director, 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 Operator's business at the Airport or the use or operation of any of the Operator's vehicles.

Each Operator shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$1,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, ~~Airport Director~~ Executive Director, employees and agents shall be named as additional insured's under such policy.

Each Operator shall forthwith deliver to the ~~Airport Director~~ Executive Director 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 Operator shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the ~~Airport Director~~ Executive Director 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 Operators may use in common with others the authority's roads and driveways, unless otherwise restricted.

Each Operator is an independent contractor, and no Operator 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 Operators and the Authority shall be construed accordingly. North Carolina shall govern and apply to this Regulation.

**Violations**

In the event that the Authority employs an attorney for the collection of any unpaid Fee, or portion thereof, the Operator shall pay to the Authority the sum of 15% of the outstanding balance as reasonable attorney's fees for services rendered to the Authority in that regard.

**RIGHT TO AMEND  
POLICY**

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

**APPROVAL AND  
UPDATE HISTORY**

**Approval** [June 11, 2010-July 1, 2014](#)

**Supersedes** [June 11, 2010](#), December 11, 2006, December 1, 1991; January 20, 1992, August, 17, 1992

**OBJECTIVE** The Greater Asheville Regional Airport Authority (Authority) is committed to protecting the environment of Western North Carolina by operating in an environmentally responsible manner.

**GOAL** The Authority's goal is to minimize the operational impact to the environment.

**METHOD OF OPERATION**

**General Policy** The Authority will:

- Comply with applicable laws and regulations, provide resources and implement programs and procedures to ensure compliance.
- Ensure that environmental considerations are included in business, financial, operational, and design decisions, including feasible and practicable options.
- Communicate environmental policies and programs to employees, tenants, contractors, and the public.
- Define and establish environmental objectives, targets, and best management practices and monitor performance.

It is a part of everyone's job at Asheville Regional Airport to work continuously on the commitment for a better tomorrow by adhering to best practices today.

It is a part of everyone's job at Asheville Regional Airport to work continuously on the commitment for a better tomorrow by adhering to best practices today.

**APPROVAL AND UPDATE HISTORY**

**Approval** [July 1, 2014](#)

**Supersedes** June 11, 2010

**RIGHT TO AMEND POLICY**

This Addendum to the Environmental Policy may be amended from time to time without the need to take formal action to the policy.

**Action Items**

The beginning focus will concentrate on:

1. Improving the energy efficiency of operations and facilities by examining current procedures and practices to reduce energy consumption by 80% by 2050; and implement alternative energy options to further reduce the carbon footprint.
2. Implementing best practices for managing storm water. Compliance plans and procedures will be completed by January 2011.
3. Exploring ways to partner with local/regional efforts for conservation and greenway opportunities along the adjacent French Broad River.
4. Encourage voluntary compliance with this policy by tenants of the Authority.

APPROVAL AND UPDATE HISTORY

Approval

July 1, 2014

Supersedes

Filming and Photography

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**PURPOSE** Airports are popular locations for filming to support print and digital advertisements, still photography, video commercials, television series and feature-length films. This policy sets forth guidelines for permitting access to the property and facilities operated by the [Greater Asheville Regional Airport Authority \(GARAA\)](#) for the purpose of on-location commercial filming. Commercial photography refers to all photography and videography activities with the exception of those of the public news media. All Filming Activities shall be coordinated and approved by the Authority and will be subject to the location and administration fees documented herein.

- OBJECTIVES**
1. To ensure that the Authority retains the right to approve or deny any request for on-location filming involving Authority-operated property or facilities.
  2. To ensure that the day-to-day operations of the Asheville Regional Airport ([AVL](#)) are not affected or disrupted by on-location filming.
  3. To ensure all direct costs for services rendered by the Authority in conjunction with the filming are recovered.
  4. To ensure appropriate location fees are established for the use of Authority property and facilities.
  5. To ensure the Authority is provided with appropriate liability insurance by the filming company.
  6. To ensure filming will not damage airport property; and, in the event there is damage, that the production company will be held responsible for all repairs.
  7. To ensure security requirements applicable to AVL are met and to ensure the safety and security of all airport users.
  8. To provide the film industry with specific procedures for obtaining Authority approval for filming at AVL.

**METHOD OF OPERATION** All parties wishing to conduct commercial filming on AVL property must obtain approval from the Marketing and Public Relations Department (MPR) of the [GARAA Asheville Regional](#)



~~Airport Authority.~~

**Application Process**

Applications for filming should be sent to the MPR Department at least twelve (12) business days prior to the commencement of filming. Applications for productions involving five or more persons should be sent twenty-one (21) business days prior to commencement of the filming. Requests will be reviewed by the Director of Marketing and Public Relations ~~Director~~ and coordinated with appropriate ~~airport~~ Airport Authority personnel. The Authority will make every effort to respond to requests within five (5) business days.

Film productions should contact the MPR Department prior to submitting an application to determine if the desired locations, dates, times and types of scenes to be filmed can be accommodated. A site tour/scout should take place to determine feasibility at least seven (7) business days prior to filming.

A meeting to discuss the production's location and personnel needs shall take place five (5) business days prior to filming to ensure the productions needs are met. Restrictions will be identified during this meeting.

Any production action that impedes normal activity in the terminal or general airport operations will not be approved. However, the Authority reserves the right to modify any restrictions on the day of filming should circumstances warrant.

All applications must be accompanied by a non-refundable processing fee of \$150. A summary, script or story board outlining the scenes to be filmed must be included with the application. The Authority reserves the right to deny permission for filming on its property for any reason.

**Insurance/ Indemnification**

The production company shall protect, defend and indemnify and hold harmless the GARAA and its servants, agents or employees from and against any and all liabilities, loses, suits, claims, judgments, fines and demands arising by reason of injury or death of any person or damage to any property.

Proof of insurance must be provided to the ARAA before a filming permit will be issued. The required insurance coverage and minimum limits are:

1. Commercial General Liability - bodily injury/property damage (airport premises): \$5,000,000.
2. Motor Liability - Comprehensive forms (Owned,

non-owned and hired vehicles): \$500,000.

3. Workers' Compensation

The producer shall send written report to the [GARAA](#) regarding any incident occurring on the airport property within 24 hours.

**Fees and Deposits**

A deposit covering fifty-percent (50%) of the anticipated fees is required to be submitted to [GARAA](#) no later than the start date of filming. Deposits/fees should be submitted in the form of a business check, cashier's check, or money order and should be made payable to the [Greater Asheville Regional Airport Authority, 708 Airport Road, 61 Terminal Drive, Suite 1](#), Fletcher, NC 28732. All fees must be paid within forty five (45) days of the completion of the filming/photography at the Airport. Additional charges may apply for the use of tenant facilities and/or services. The Production Company or Photographer is responsible for making arrangements with tenants for these facilities and/or services.

|   |                  |
|---|------------------|
| Non-refundable processing fee<br>(submitted with application) | \$150            |
| Site tours  | No Charge        |
| Pre-filming meetings  | \$40/hour        |
| Authority staff liaison(s)*                                   | \$40/hr/person   |
| Non-Restricted Areas  | \$100/hour       |
| Restricted<br>(SIDA; must have TSA approval)                  | \$200/hour       |
| Parking<br>(staging of large production vehicles/trailers)    | \$25/day/vehicle |
| Still Photography   | \$ 50/hour       |

*\*Activities may require one or more Authority staff members or assistance from an airport tenant. The Authority, in its sole discretion, will determine what support staff, if any, is required. If the activity requires airport tenant staff be present, a separate staffing fee may be charged by the tenant. In addition, filming during the weekends or designated holidays may warrant additional overtime expenses.*

**Filming/ Photography**

Activities may not impede, delay, or obstruct normal passenger traffic, operations, or endanger the safety and security of airport property, facilities, passengers or employees.

1. The Authority reserves the right to halt filming temporarily or permanently if any photographer or member of the film

production fails to comply with Airport rules and regulations, or neglects any rules set forth in this policy.

2. The film production/photographer must obtain the written consent of the [GARAA](#), airport tenants, advertisers and/or any third party to photograph, film, or use other visual images depicting a trademark, brand name, logo, other visual image on or within the airport premises.
3. Filming or photography of certain types of scenes including breaches of security, aircraft crashes, use of firearms or firearm replicas, explosions, car crashes, etc., will not be permitted. Use of special effects must be outlined in the application.
4. Filming or photography on the restricted side of the Airport (e.g. post-screening areas) will require visitor badges for all personnel. Each person requiring a visitor badge must present a valid photo ID in order to go through the screening process. Any and all equipment is subject to screening and inspection by the Department of Public Safety and TSA personnel.
5. Filming or photography of security checkpoints is permitted only from the public side. Filming or photographing the x-ray images, security checkpoint equipment or procedures is strictly prohibited.

**Damage**

Repairs, clean up or restoration will be the responsibility of the film production company for damage caused by filming activity or alteration to the site; i.e., furniture changes, props, etc. Damages will be repaired at the film company's expense to the satisfaction of [GARAA](#). Repairs, clean up or restoration not undertaken by the film company will be provided by the Authority, the cost of which, along with overhead and administrative costs, will be charged to the production company.

**Parking**

To avoid traffic congestion, production equipment and vehicles are not permitted to park curbside; except as approved by [GARAA](#) staff. Any production vehicles (i.e., trailers, semi's, box trucks) staged in non-public parking areas may be charged \$25 per day per vehicle. Any and all vehicles are subject to search by Public Safety personnel.

**Animals**

No animals are permitted on [GARAA](#) property without prior consent. If consent is granted, animals must be kept under control at all times by qualified personnel.

- Lighting**                      Lighting may not be directed towards the control tower or at aircraft in the air or on the airfield. Lights may be turned on only when taking light readings and during active filming.
- Electrical**                     The power supply at the airport is limited. Use of existing wall outlets is allowed for low light demand. It is recommended that film companies supply a power generator. Electrical wires/cords in public traffic areas must be covered or taped down.
- Garbage**                        The film company is responsible for proper disposal of all garbage and refuse from filming activities. When filming on the secure side, garbage must be properly contained and disposed of in order to minimize the potential damage to aircraft.

**APPROVAL AND  
UPDATE  
HISTORY**

- Approval**                      July 1, 2014 ~~January 12, 2007~~
- Supersedes**                  January 12, 2007

**OBJECTIVE**

To enhance the Greater Asheville Regional Airport Authority's (GARAA) cultural composition by providing for and encouraging the exhibition of art in the terminal through a changing art exhibit.

**PURPOSE**

**METHOD OF OPERATION**

The policy applies to employees with the organization who select artists and artwork to be displayed publicly within the Asheville Regional Airport (AVL). This policy also applies to artists who apply to have work displayed at AVL, are chosen to display art at AVL and potential buyers who may or may not purchase artwork from the Art in the Airport gallery. The inclusion of arts in the public eye adds immensely to the dimension, depth and character of a community; it inspires our youth, fortifies local identity, and adds to the quality of life.

A changing art exhibit will distinguish the Asheville Regional Airport and help integrate it more fully into the culture of the region. The display of art in the terminal will make a unique contribution to the experience of travelers by educating them about the Western North Carolina area and creating an aesthetically pleasing environment.

Additionally, a changing art exhibit will allow for a variety of artwork by many different area artists to be displayed throughout the year, giving the terminal a fresh look with each new rotation of art.

**Definitions**

**Art in the Airport.** An art exhibition that rotates three times a year and features artists from the nearest 11 counties served by the airport.

**Lender.** The lender, if referenced, refers to the artist loaning artwork for display in the airport.

**Borrower.** The borrower, if referenced, refers to the Greater Asheville Regional Airport Authority.

**General Policy**

1. Purpose

- The inclusion of arts in the public eye adds immensely to the dimension, depth and character of a community; it inspires our youth, fortifies local identity, and adds to the quality of life.
- A changing exhibit will distinguish the Asheville Regional Airport and help integrate it more fully into the culture of the region. The display of art in the terminal will make a unique contribution to the experience of travels by educating them about the Western North Carolina area and creating an

**Art Advisory Committee**

~~aesthetically pleasing environment.~~

- ~~• A changing art exhibit will allow for a variety of artwork by many different area artists to be displayed throughout the year, giving the terminal a fresh look with each new rotation of art.~~
- ~~• Administrators - The Greater Asheville Regional Airport Authority (GARAA) Marketing Department will be responsible for reviewing artists and artwork appropriate and desirable for exhibition in the airport~~

**Artist Application** ~~Artists may apply at any time for an upcoming exhibit. Primary consideration is given to artists who reside in the primary market area of Asheville Regional Airport (western North Carolina). Application information and art gallery participation guidelines may be found on-line, or by contacting the GARAA Marketing Department. Guidelines may change as needed. The most up-to-date guidelines will be posted on the GARAA website.~~

**Inquires**

Direct inquires about this policy to:

Director of Marketing & Public Relations  
61 Terminal Drive  
Suite 1  
Fletcher, NC 28732  
Voice: 828-654-3238

- ~~1. This Committee shall:~~
  - ~~(a) Be composed of five members~~
    - ~~i. One (1) representative from the Art Department of a state-funded university located in the eleven (11) County service area.~~
    - ~~ii. One (1) member representing the Pack-Place Education, Arts & Science Center~~
    - ~~iii. One (1) member representing the Arts Council in Buncombe County~~
    - ~~iv. One (1) member representing the Arts Council in Henderson County~~
    - ~~v. One (1) member representing the Arts Councils in one of the remaining nine surrounding counties served by the airport (Haywood, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey); a new County must be represented with each new term~~
  - ~~(b) Serve in an advisory capacity, providing recommendations on:~~
    - ~~i. Artists chosen from qualified applicants~~

**Artist & Artwork Selection**

- ii. ~~Artwork~~
- iii. ~~Placement of artwork in regards to atmospheric elements~~
- (c) ~~Consist of terms 24 months in length with a maximum six (6) years of service per individual. Term lengths do not apply to Airport Authority ex-officio members.~~
- 2. ~~With the exception of the ARAA ex-officio staff members, each group noted above shall appoint a member of their organization to serve on the Committee. When that member's 24-month term has expired, the appointing organization shall either re-appoint the existing member or choose another appointee to serve on the Committee.~~
- 3. ~~If an appointed member chooses to resign, or an appointed member becomes disassociated with the organization they represent, that member's organization shall appoint a new Committee member, who will serve the remainder of the term.~~
- 4. ~~Representing organizations must replace Committee members who miss three consecutive Committee meetings.~~
- 5. ~~The Committee will meet on an as-needed basis.~~
- 6. ~~Two (2) ARAA staff will facilitate and participate in the process as ex-officio members.~~

**Notification of Selection**

- 1. ~~Requirements~~
  - (a) ~~Artists will be required to sign an artwork loan agreement with the ARAA (Attachment B).~~
  - (b) ~~To be considered for exhibition, artists must submit at least four (4) and up to ten (10) pieces of artwork and must include:~~
    - i. ~~A completed Artist Application form (Attachment A)~~
    - ii. ~~A current artist photograph (head shot only)~~
    - iii. ~~A one-paragraph artist biography~~
    - iv. ~~A brief (50 words or less) description of each work submitted (maximum of ten works)~~
    - v. ~~A full-color photograph (hard copy or digital) of each work submitted~~
    - vi. ~~The retail value or sale price of each work submitted, for insurance purposes (not to exceed \$25,000 for each piece)~~
    - vii. ~~Incomplete applications will not be considered~~
  - (c) ~~Applications are available on the Asheville Regional Airport website or at the ARAA Offices 8:30 a.m.—5 p.m. Monday–Friday. Completed applications may be submitted via USPS, express services, or e-mail at art@flyavl.com.~~

- (d) —
  - (e) — Restrictions
  - (f) — There is no limit to the number of times an artist may apply, however:
  - (g) — With each re-application, the artist must submit a new set of four (4) to ten (10) works of art.
  - (h) — An artist may be selected for exhibition no more than one time per fiscal year.
  - (i) — Eligible artists are limited to those with residence in one of the eleven counties served by the Asheville Regional Airport: Buncombe, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania and Yancey.
- Preparation of Selected Artwork**
- Displaying Artwork**
- 2.—Deadlines
    - (a) — Artists must submit their application no later than five weeks prior to the exhibition debut.
    - (b) — Exhibition dates will be determined by the ARAA staff members and made available to the public.
  - 1.—Artist Selection
    - (a) — The Committee shall review all complete applications submitted by artists and advise which ten (10) artists are to participate in the exhibit.
    - (b) — The Committee reserves the right to request references relative to the artist's work.
    - (c) — The Authority will accept or reject the Committee's recommendations as part of the consent agenda during their regular Board meetings.
  - 2.—Artwork Selection
    - (a) — The Committee shall advise which works by each artist are selected for exhibition.
    - (b) — The Committee shall choose up to:
      - i. — Sixteen (16) pieces of wall art (photographs, paintings, etc.)
      - ii. — Sixteen (16) pieces of free-standing art (sculptures, 3D art, etc.)
      - iii. — Eight (8) pieces of art for display in the skylight eaves (mobiles, paintings, photographs, other wall art)
      - iv. — Eight (8) alternate pieces of art by artists other than those selected above, including four (4) pieces of wall art and four (4) pieces of free-standing art
    - (c) — The Committee shall base the selection of artwork on the following criteria:
      - i. — Appropriateness for public display
      - ii. — Suitability to the location (i.e. scale, materials,



**Artwork  
Identification  
And Promotion**

~~form, subject matter, safety and ease of installation)~~

- ~~iii. Mastery of the medium~~
- ~~iv. Originality/Innovation~~
- ~~v. Durability relative to theft, vandalism and the environment~~
- ~~vi. Maintains a variety of style, medium, size, and type for the current exhibit rotation~~
- ~~vii.i. The Authority reserves the right to accept or reject the Committee's recommendations.~~

- ~~1. Selected artists will be notified within three (3) business days of the Authority Board's acceptance of the exhibit.~~
- ~~2. Artists must contact the ARAA Marketing Department within seven (7) business days of notification to confirm exhibit dates and arrange a date to install artwork and sign the loan agreement (see attachment A). Failure to do so will result in forfeiture of selection, in which case an alternate artist will be selected.~~

~~Selected artwork must be appropriately prepared for display by the artist, including a frame and suspension provisions (screw eyes and wire) for hanging works and stabilization for pedestal or showcase display, including mounting arrangements, for free-standing works.~~

**Delivery,  
Installation and  
Removal of  
Artwork**

- ~~1. Location of the artwork will~~
  - ~~(a) Be designated by the Authority and/or staff.~~
  - ~~(b) Allow for unobstructed viewing from as many points of view as possible.~~
  - ~~(c) Be pre-arranged with appropriate lighting.~~
- ~~2. Protection~~
  - ~~(a) Insurance~~
    - ~~i. The Authority will provide insurance coverage for the duration of each exhibit (Attachment C).~~
    - ~~ii. Artwork valued at more than \$25,000 will not be considered for exhibition.~~
    - ~~iii. The Authority shall conduct weekly inspections of exhibits and should any damage be noted, the Authority shall notify the artist and file necessary claims (Attachments D, E).~~
  - ~~(b) Display~~
    - ~~i. ARAA will take preventive measures to ensure protection of artwork as outlined in the Loan Agreement (Attachment B).~~

**Sale of Artwork**

- ii. ~~Right of Removal~~
- iii. ~~The Authority reserves the right to remove and/or replace, at its sole discretion, any artwork deemed offensive or inappropriate by the Authority. The artist will be notified of such occurrence.~~
- iv. ~~Artwork removed by the ARAA must be reclaimed by the artist or designee no later than 72 hours after notification of removal.~~
- v. ~~Relocation~~
- vi. ~~The Authority reserves the right to relocate artwork within the terminal for any reason, including but not limited to viewing opportunity, terminal construction, and advertising space.~~
- vii. ~~Artists whose work is affected by the relocation will be notified.~~

~~viii.i.~~

~~3. Identification~~

- ~~(b) For each exhibited piece, the ARAA will produce a placard displaying the artist's name and title of the work. The placard will be placed in an appropriate location near the artwork.~~

~~4. Promotion~~

- ~~(c) ARAA will produce a brochure, as well as full-color postcards highlighting one of each of the artist's works. The brochure and postcards may or may not contain information provided in the artist's application packet, including title of the work, name, contact information, photograph of the work, and photograph of the artist. Artist must sign a copyright release (Attachment G)~~
- ~~(d) News releases will be disseminated at the opening of each exhibit rotation period.~~
- ~~(e) The Asheville Regional Airport website will feature photographs of the works currently on display, along with artist contact information.~~

**Attachments**

- ~~5. Signage, brochures or promotional materials produced by a non-Authority entity will not be permitted.~~

- ~~1. The artist, or designee, is responsible for delivering artwork to the Asheville Regional Airport Authority (ARAA) Marketing Department. The date and time of delivery must occur within the 72-hour period prior to the exhibit opening.~~
- ~~2. Installation will be completed by the artist with the assistance of the ARAA Marketing Department and/or Maintenance Department. The artist will be given a copy of~~

~~the loan agreement for the artwork when installation is complete (Attachment B).~~

- ~~3.—The artist, or designee, must reclaim artwork within 72 hours of the exhibit conclusion. The artist will sign the loan agreement again upon receipt of the returned artwork (Attachment B) and its condition.~~
- ~~4.—Should the artwork be purchased by a member of the general public, the artist shall sign off as to the condition of the artwork prior to shipping.~~

~~ARAA will facilitate the sale of artwork during the duration of the exhibit.~~

- ~~1.—The price will be set by the artist and displayed on the placard and/or promotional materials for the viewing public.~~
- ~~2.—Buyers will contact ARAA offices to purchase the piece.~~
- ~~3.—The buyer must sign the Purchase agreement (Attachment F). Upon the signing of the purchase agreement, the artist shall be notified about the sale.~~
- ~~4.—Buyers may pay by cash, money order or check. All payments shall be held by ARAA until the exhibit concludes.~~
- ~~5.—The piece being purchased must remain on display for the duration of the exhibit.~~
- ~~6.—ARAA will retain a 20% commission of the purchase price plus applicable sales taxes which will be remitted to the NC Department of Revenue.~~
- ~~7.—Upon conclusion of the exhibit, ARAA will arrange getting the purchased piece to the buyer~~
  - ~~(a) Within five (5) business days of the exhibit conclusion, the buyer must:~~
    - ~~i.—Pre-arrange a pick up of the piece.~~
    - ~~ii.—Arrange for shipping of the purchased piece. Delivery of the piece to a third party shipping company will be handled by the ARAA staff. ARAA shall charge a \$15.00 fee to handle the artwork in addition to the shipping cost.~~
- ~~8.—Should the artwork to be purchased become damaged while on exhibition, the buyer shall have the right to withdraw their purchase agreement (Attachment F)~~
- ~~9.—The lender (artist) shall receive a copy of the purchase agreement along with payment upon receipt of the artwork by the buyer.~~
- ~~10.—The lender must complete a W-9 prior to receiving any sales payment from ARAA. The lender is responsible for all State and Federal income taxes.~~

~~Organizational Policy & Procedure: Administration Policies & Procedures~~

Section 121.00

~~Art in the Airport~~

~~Administration~~

- ~~Attachment A — Artist Application~~
- ~~Attachment B — Loan Agreement~~
- ~~Attachment C — Insurance Value Log~~
- ~~Attachment D — Inspection Log~~
- ~~Attachment E — Damage Report~~
- ~~Attachment F — Purchase Agreement~~
- ~~Attachment G — Copyright Release~~

**APPROVAL AND  
UPDATE  
HISTORY**

**APPROVAL**      ~~July 1, 2014~~ September 14, 2007

**Supersedes**      September 14, 2007, February 9, 2007

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

**PURPOSE** 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.

**METHOD OF OPERATION** 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. ~~Music-~~ 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 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.

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.

**PROCESS**

**Musician Application**

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;
- i. If the performance (scheduled or unscheduled) is disruptive, inappropriate or creating an unpleasant environment for passengers and visitors in any way.

~~Musicians/Performers must complete the necessary forms and submit them along with a tape, CD or DVD to the Marketing and Public Relations Department for consideration. Samples of music will not be returned. By submitting an application, performers agree to a Drivers' license check made by the ARAA Department of Public Safety for consideration.~~

~~Marketing and Public Relations (MPRD) shall review the information and proposed schedule of performances to determine acceptance of the musician/performer.~~

~~Musicians/performers shall be allowed to place a tip jar on the piano. Musicians shall be responsible for all applicable taxes.~~

~~3.—Requirements~~

- ~~(j) — Musicians/performers must submit:~~
  - ~~i. — A completed Performer Application form (Attachment A)~~
  - ~~ii. — Resume of musical experience~~
  - ~~iii. — Tape, CD, DVD, wave, avi, or mp3 file samples of original music~~
  - ~~iv. — A current photograph (head-shot only)~~
  - ~~v. — A one-paragraph biography~~
  - ~~vi. — By submitting an application, musicians/performers automatically agree to a Drivers' license check made by the ARAA Department of Public Safety for consideration.~~
  - ~~vii. — Incomplete applications will not be considered.~~
- ~~(k) — Musicians/Performers will be required to sign an agreement with the ARAA (Attachment B).~~
- ~~(l) — Applications are available on the Asheville Regional Airport website or at the ARAA Offices 8:30 a.m. — 5 p.m. Monday – Friday. Completed applications may be submitted via USPS, express services, or e-mail at [art@flyavl.com](mailto:art@flyavl.com).~~
- ~~(m) — Applications will remain on file for one year.~~

**Performer/  
Musician  
Selection**

~~4.—Restrictions~~

- ~~(a) — There is no limit to the number of times a musician/performer may perform, however the musicians/performers must resubmit the application forms for performance date purposes.~~
- ~~(b) — Eligible musicians/performers are limited to those with residence in one of the eleven counties served by the Asheville Regional Airport: Buncombe, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania and Yancey.~~
- ~~(c) — Deadlines~~

**Notification of  
Selection**

**Performance Promotion**

- ~~(d) ARAA must receive a completed application no later than three weeks prior to the first performance date requested.~~
- ~~(e) Performance dates/times will be suggested by the musician/performer, but determined by ARAA staff members.~~

**Date of Performance**

- 3. ~~Performer/Musician Selection~~
  - ~~(d) The Marketing and Public Relations Department (MPRD) shall review all completed applications submitted by musicians/performers and advise which accepted to participate.~~
  - ~~(e) The MPRD reserves the right to request references.~~
  - ~~(d) The MPRD shall base the selection of musicians on the following criteria:~~
    - ~~viii. Experience~~
    - ~~ix. Suitability~~
    - ~~x. Genre of original music~~
    - ~~xi. Driver's license check~~

**Performance notes, guidelines and Piano care**

- ~~a. Selected performers/musicians will be notified within seven (7) business days.~~
- ~~b. Musicians/Performers must contact the ARAA MPRD within five (5) business days of notification to confirm performance and arrange to sign the performance agreement.~~
- ~~c. The musician/performer must sign the performance agreement (Attachment B) prior to the performance. Failure to do so will result in forfeiture of selection, in which case an alternate selected.~~

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

- 1. ~~Identification~~
  - ~~(a) The ARAA will produce a placard displaying the musician's name.~~
- 2. ~~Promotion~~
  - ~~(a) ARAA may produce promotional materials containing information provided in the musician's application. Produced items may include but are not limited to News releases, brochures or the Internet.~~
  - ~~(b) Musicians/Performers shall be provided a small table (adjacent to the piano) for displaying their own signage, brochures or promotional materials.~~



- ~~5. The musician/performer is responsible for uncovering/recovering the piano.~~
- ~~6. The musicians/performer must obtain a visitor badge from ARAA MPRD or Department of Public Safety. Musicians/performers must present a photo ID (drivers' license, passport, etc).~~
- ~~7. The musician/performer shall pick up the placard and tip jar from the ARAA offices. The visitor badge, tip jar and placard shall be returned to the ARAA offices immediately upon conclusion of the performance.~~

**Tip Jar**

- ~~a. Musicians/Performers shall dress appropriately; no offensive costumes/clothing shall be permitted.~~
- ~~b. Musicians/Performers are required to cover/uncover the piano for each performance~~
- ~~c. Performers must be setup and ready to play at the scheduled start time and conclude per the signed agreements.~~
- ~~d. To prevent damage to the equipment, musicians/performers **shall not place any item on the piano** with the exception of the tip jar, sheet music and the ARAA MPRD issued placard. Musicians/performers shall utilize the small table provided for beverages, promotional items, etc.~~
- ~~e. Damage caused to the piano must be reported to the MPRD immediately.~~

**Attachments**

- ~~f. Musicians/performers must play original or public domain music as the Asheville Regional Airport Authority shall not be responsible for payment of royalties to BMI, ASCAP or other entities. Performers shall indemnify and hold harmless ARAA should copyrighted music be performed. ARAA reserves the right to seek payment of royalties from the musician/performer should copyrighted music be performed or played.~~
- ~~g. ARAA MPRD shall have the piano tuned on an annual basis. Should a musician/performer notice that the piano requires attention, the musician/performer shall contact the MPRD with their concern.~~
- ~~h. Performers understand that announcements over the PA system supersede any music being played.~~
- ~~i. Authorized Asheville Regional Airport staff may terminate a performance:
  - ~~i. If the performance violates any provision of Airport Policy, and such violation is not promptly corrected upon request~~~~

~~Organizational Policy & Procedure: Administration Policies & Procedures~~

Section 121.00

~~Art in the Airport~~

~~Administration~~

- ~~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.~~
- ~~j. Musician/performer agrees to notify ARAA MPRD staff 24 hours in advance of a performance cancellation.~~

~~Musicians/performers shall be allowed to place a jar on the piano to allow for tips from the traveling public. The jar shall be provided by ARAA MPRD. The jar shall be turned in to the MPRD upon conclusion of the performance.~~

~~Musicians/performers are responsible for all applicable taxes.~~

~~Attachment A — Musician/Performer Application  
Attachment B — Performance Agreement~~

**APPROVAL AND  
UPDATE  
HISTORY**

**APPROVAL**

~~March 9, 2007~~

**Supersedes**

~~March 9, 2007~~





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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, Executive Director

DATE: August 8, 2014

### ITEM DESCRIPTION – New Business Item B

Ratification of the Approval for Property Purchase

### BACKGROUND

Ferncliff Industrial Park resides adjacent to and contiguous with airport property directly on the west side of the airport. A portion of this property is needed for the Airfield Redevelopment Project (the "Project"). The property within Ferncliff Industrial Park is owned by Brightstar Associates, Inc., and Brite Stars, LLC.

For the past four years, staff has been in discussions with Mr. Vaughan Fitzpatrick, representative of the owners, about acquiring the necessary property for the Project.

During the design phase, it was determined that a total of 15.33 acres was identified as necessary for the Project. Staff had the property appraised in accordance with FAA procedures and the price was determined to be \$88,427.00 per acre for a total of \$1,375,623.00. An offer in this amount was made to Mr. Fitzpatrick. Mr. Fitzpatrick, on behalf of the owners, counteroffered with \$97,700 per acre for a total of \$1,497,741. The FAA allows a difference of around 10% to be an acceptable offer of fair market value and considers the difference as an administrative expense. The FAA approved the purchase price; therefore, the counteroffer from Mr. Fitzpatrick was accepted by the Authority.

### ISSUES

Several months ago it was mentioned during a Board Meeting that staff will need to acquire this property and bring the appropriate request before the Board for approval. It was staff's intent to do so at this, the August Board meeting. Construction on the project began the week of June 16<sup>th</sup> and the contractor needed access to the property

New Business – Item B



being acquired from Brightstar Associates, Inc., and Brite Stars, LLC. Time was of the essence and the contractor needed access to the property prior to the August Board Meeting. Because of the extent of work needed to be done on the property being acquiring, Mr. Fitzpatrick wanted a contract in place prior to allowing access to the property. On June 28<sup>th</sup>, the Executive Director executed a sales contract with Mr. Fitzpatrick with an intended closing date of July 31, 2014. Mr. Fitzpatrick granted the Authority access onto the property being acquired, thereby allowing the contractor to progress with the Project work and avoiding any delay penalties to the Authority.

## **ALTERNATIVES**

None

## **FISCAL IMPACT**

The total purchase price will be \$1,497,741.00 plus closing costs.

This was a budgeted expenditure in the FY2014 budget, and inclusive of the \$64 million total Project budget. The acquisition also qualifies for eligibility with the FAA and will be reimbursed at the appropriate share.

## **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) Ratify the approval for the property purchase of 15.33 acres with Brightstar Associates, Inc., and Brite Stars, LLC. for a total purchase price of \$1,497,741.00 plus closing costs and any other ancillary expenditures necessary for closing; and (2) authorize the Executive Director to execute the necessary documents.

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (Commercial)

**THIS AGREEMENT**, including any and all addenda attached hereto ("Agreement"), is by and between The Greater Asheville Regional Airport Authority, a body corporate and politic in the State of North Carolina ("Buyer"), and Brightstar Associates, Inc., and Brite Stars, LLC, both North Carolina entities ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": 15.33 acres, more or less, adjoining the Asheville Airport (the "Airport") to the west thereof. All the Property being located in Henderson County. If Buyer and Seller are unable to agree upon the Property's bounds, then the objecting party shall either agree with the other party's bounds, or either party may terminate this Agreement.

**\$1,497,741** (b) "**Purchase Price**" shall mean the product of the number of acres, multiplied by \$97,700 per acre sold;

*payable on the following terms:*

**\$100,000** (i) "**Earnest Money**" shall mean One Hundred Thousand Dollars payable to Escrow Agent (as defined below) within three (3) business days after the commencement of the Examination Period.

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be deposited, as per the above, in escrow with Patla, Straus, Robinson & Moore, P.A. ("Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or to be disbursed as agreed upon under the provisions of Section 10 herein.

**\$1,397,741** (ii) "**Cash, balance of Purchase Price**", at Closing in the amount of the balance due on the Purchase Price, but the same is dependent on the number of acres included in the Property (excluding said temporary construction easement area).

(c) "**Closing**" shall mean the date and time of recording of the deed. Closing shall occur on or before July 31, 2014.

(d) "**Contract Date**" means the date this Agreement has been fully executed by both Buyer and Seller, and each is in possession of a fully executed counterpart hereof.

(e) "**Examination Period**" shall mean None, as Buyer has no right to walk away from the deal, once Buyer has entered the Property and is charged with the risk thereof.

(f) "**Broker(s)**" shall mean: None; as each party hereto confirms that no real estate agent or broker is involved herewith, and each confirms that said party has dealt with no real estate agent or broker that said (indemnifying) party will indemnify the other against all charges claimed against the indemnifying party arising through the work of any real estate agent or broker.

VF 1/3

(g) "Seller's Notice Address" shall be as follows: 1437 Washington Avenue, New Orleans, LA 70130.

With a copy to:

James L. Palmer, Attorney  
F.B. Jackson and Associates Law Firm, PLLC  
PO Box 1666  
422 N. Church Street  
Hendersonville, NC 28793  
828-697-5410 (Phone)  
828-692-5373 (Fax)  
[Jameslamarpalmer@hotmail.com](mailto:Jameslamarpalmer@hotmail.com)

And another copy to:

Marc M. Livaudais, A Professional Corporation  
812 Gravier Street, Suite 360  
New Orleans, LA 70112  
Telephone: (504) 934-4801  
Facsimile: (504) 934-4812  
Email: [marc@lblawno.com](mailto:marc@lblawno.com)

except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows: 61 Terminal Drive, Suite 1, Fletcher, NC 28732.

except as same may be changed pursuant to Section 12.

Additional terms of this Agreement are set forth on **Exhibit A** attached hereto and incorporated herein by reference.

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price, in accord herewith.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities, shall be equitably prorated as of the date of Closing. Seller shall pay for preparation of the deed and all other documents necessary to perform Seller's obligations under this Agreement, the excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: None. Buyer shall pay the recording costs, costs of any title search, the title insurance premium, the survey cost, and the cost of any inspections or investigations undertaken by Buyer under this Agreement. Each party shall pay its own attorney's fees.

**Section 4. Deliveries:** Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: zoning ordinances and land use restrictions and

covenants affecting the Property, and matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 6. Conditions:** This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show, in Buyer's counsel's opinion, that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, since Buyer expects to cause physical changes to the Property prior to Closing, once Buyer has entered the Property and caused such physical changes to occur, the risk of the Property not being in substantially the same condition as it was on the date of the offer shifts to Buyer, as Seller shall not be responsible for the condition of the Property once Buyer has (a) done the foregoing, or (b) Closing, whichever first occurs.

**Section 7. Leases:**

Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

**Section 8. Environmental:** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**Section 9. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein (see Section 6(b)), shall be borne by Seller. Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree hereafter in writing.

**Section 10. Earnest Money Disbursement:** In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then Buyer as its sole and exclusive remedies may (1) terminate this



Agreement and the Earnest Money shall be returned to Buyer or (2) Buyer may seek to enforce specific performance of Seller's obligations hereunder. In the event this offer is accepted and Buyer breaches this Agreement, then Seller, as its sole and exclusive remedies, may (1) terminate this contract and the Earnest Money shall be delivered to Seller or (2) Seller may seek to enforce specific performance of Buyer's obligations hereunder.

**Section 11. Closing:** At Closing, Seller shall deliver to Buyer a general warranty deed containing all items set forth in Section 5 and Exhibits A, B and C, in form acceptable to Seller's counsel, and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein (see Section 6 (b)).

**Section 12. Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If any dates set forth herein fall on a non-business day, then it shall conclusively be deemed to mean the first business day thereafter. A "business day" is a weekday that the majority of banks in Asheville, NC are open for business.

**Section 13. Entire Agreement:** This Agreement together with all Exhibits hereto, constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

**Section 14. Enforceability:** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 15. Adverse Information and Compliance with Laws:**

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or) : None.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

**Section 16. Survival of Representations and Warranties:** All representations, warranties, covenants and agreements made by the parties hereto shall not survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

**Section 17. Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located.

**Section 18. Assignment:** This Agreement may not be assigned by the parties hereto without consent of the other party.

**Section 19. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 20. Authority:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

**Section 221. Notice:** A memorandum hereof may be placed of record.

**BUYER:**

**The Greater Asheville Regional Airport Authority**

By: 

Name: Lew Blowers

Title: Authorized Signer

Date: June 28, 2014

**SELLER:**

**Brightstar Associates, Inc.**

By: 

Name: Vaughan Fitzpatrick

Title: President

Date: June 28, 2014

**Brite Stars, LLC**

By: 

Name: Vaughan Fitzpatrick

Title: Manager

Date: June 28, 2014

VF 13

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The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Patla, Straus, Robinson & Moore, P.A.

Date: June 30, 2014

By:  , VP

VF  
B

## Exhibit B

### AS IS ADDENDUM TO BE INCORPORATED INTO GENERAL WARRANTY DEED

Buyer declares and acknowledges (a) that Seller does not warrant that the within conveyed property is free from redhibitory or latent defects or vices or any environmental conditions, including, but not limited to asbestos, lead based-paint or any "Hazardous Substances" (Hazardous Substances is hereby defined and shall mean any chemical, substance, toxic, a pollutant, or a contaminant, under any current or future federal, state, or local law, ordinance, rule, regulation, or judicial or administrative order of decision relating to protection of public health, safety, or the environment, and includes, without limitation, any material or substance that is (i) defined as a hazardous substance under any law of the State of North Carolina, (ii) petroleum or petroleum-containing, (iii) asbestos or asbestos-containing, (iv) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et. seq., (v) defined as a "hazardous waste" under the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., (vi) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., (vii) defined as a "regulated substance" pursuant to Chapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et. seq., (viii) lead-based paints, (ix) flammables, (x) explosives, (xi) radioactive materials, (xii) chemicals known to cause cancer or reproductive toxicity, and (xiii) medical wastes or contaminated medical by-products) and Buyer hereby releases Seller from any and all liability for redhibitory or latent defects or vices (b) that Buyer has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Buyer, in its sole discretion, deemed sufficiently diligent for the protection of his interests; (c) that Buyer does hereby waive the warranty of fitness for intended purposes or guarantee against hidden or latent redhibitory defects or vices, as well as any rights it may have in redhibition for the reduction or return of all or any portion of the purchase price by reason of any such defects or vices under any applicable local, state or federal law, and the jurisprudence thereunder; (d) that this express waiver shall be considered a material and integral part of this sale and consideration thereof; (e) that this waiver has been brought to its attention and explained in detail and that Buyer had voluntarily and knowingly consented to this waiver of (i) warranty of fitness, (ii) warranty against redhibitory vices and defects, and (iii) any rights it may have to the reduction or return of any portion of the purchase price for the herein conveyed property, and (f) that by its signature, Buyer expressly acknowledges all such waivers and the exercise of his right to waive warranty pursuant to Chapter 47E of the NCGS or other applicable law. Further, Buyer agrees that the immovable property herein conveyed and all improvements and component parts, all plumbing, electrical systems, mechanical equipment, heating and air-conditioning systems, built-in appliances, and all other items located thereon are conveyed by Seller and accepted by Buyer "AS IS, WHERE IS", without any warranty of any kind whatsoever, and without regard to the presence of apparent or hidden defects and with Buyer's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects. Except as contained in the Contract between the Buyer and Seller and the General Warranty Deed, Buyer acknowledges and declares that neither Seller nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise,

and upon which Buyer has relied, concerning the existence or non-existence or any quality, characteristic or condition of the property herein conveyed.

## EXHIBIT A

1A. This Exhibit is an integral part of the Agreement. In the event of any conflict between the Agreement and this Exhibit A, then the provisions of this Exhibit A shall control. Regardless of who is responsible for the preparation hereof, each party shall be treated equally and neither party shall have the Agreement construed in favor of them as against the other party.

2A. Buyer agrees to relocate the wind shear tower (LLWAS#5) by the end of calendar year 2015. Buyer agrees to have bids completed for said relocation prior to March 2015. This obligation on the part of Buyer shall survive the Closing and Seller shall be entitled to specific performance or damages in the event that this relocation is not completed.

3A. Federal Aviation Regulation (FAR) Part 77 surfaces over the area owned by Seller, beyond the bounds of the Property, shall exist during the period that the new west taxiway serves as the temporary runway. Buyer agrees that upon commissioning the new permanent runway, the FAR Part 77 surfaces which existed while the new west taxiway serves as the temporary runway shall cease to exist over the area owned by the Seller, beyond the Property. In the event that this is not the case, Buyer shall be responsible for any damages to Seller and this provision shall survive the Closing. Seller understands that FAR Part 77 surfaces will exist at a higher elevation over the area owned by the Seller, beyond the bounds of the Property, when the new permanent runway is commissioned.

4A. The general warranty deed shall contain a provision stating that the Property shall be used for aviation purposes only for a period of 15 years from the Closing or until the area owned by the Seller, beyond the Property, has been sold for industrial development, whichever event comes first and that any other use shall entitle Seller to damages in the amount of \$500,000.00, or estimated damages incurred by Seller with regard to its remaining property, whichever is greater. Additionally, said general warranty deed shall contain two points of access from Seller's property to the Buyer's taxiway or runway, at Seller's cost as close in proximity as possible as shown on Exhibit C and Buyer agrees to use its best efforts to support these access points with respect to FAA approval (Fixed Based Operators excluded).

5A. Buyer may, at Buyer's risk, enter Seller's property (only upon the land marked as Construction Easement of 1.41 and .51 acres) on a temporary basis and the Property, all as shown on Exhibit C, at all times subsequent to the Contract Date and may (at Buyer's risk), in fact, start construction on the Property prior to Closing, provided that:

(1) Insurance. Before beginning any activities on Seller's property and the Property, Buyer shall obtain hazard and liability insurance with respect to all of the work to be performed (the "Insurance Policies") and shall furnish certificates of coverage to Seller naming Seller as an additional insured and evidencing such insurance. The Insurance Policies must each have coverages of \$2 million per occurrence and \$5 million in the aggregate.

(2) Indemnification. Buyer shall indemnify, defend and hold harmless Seller to the extent possible under North Carolina law against any and all damage, loss, cost and expense (including attorneys' fees) incurred or suffered by Seller that is caused by or results from the exercise by Buyer of any of its rights granted under this Agreement.

(3) In the event that a Closing does not take place, Buyer agrees to return the Property to its original condition or pay Seller an equivalent amount in damages

VIF 13

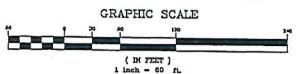
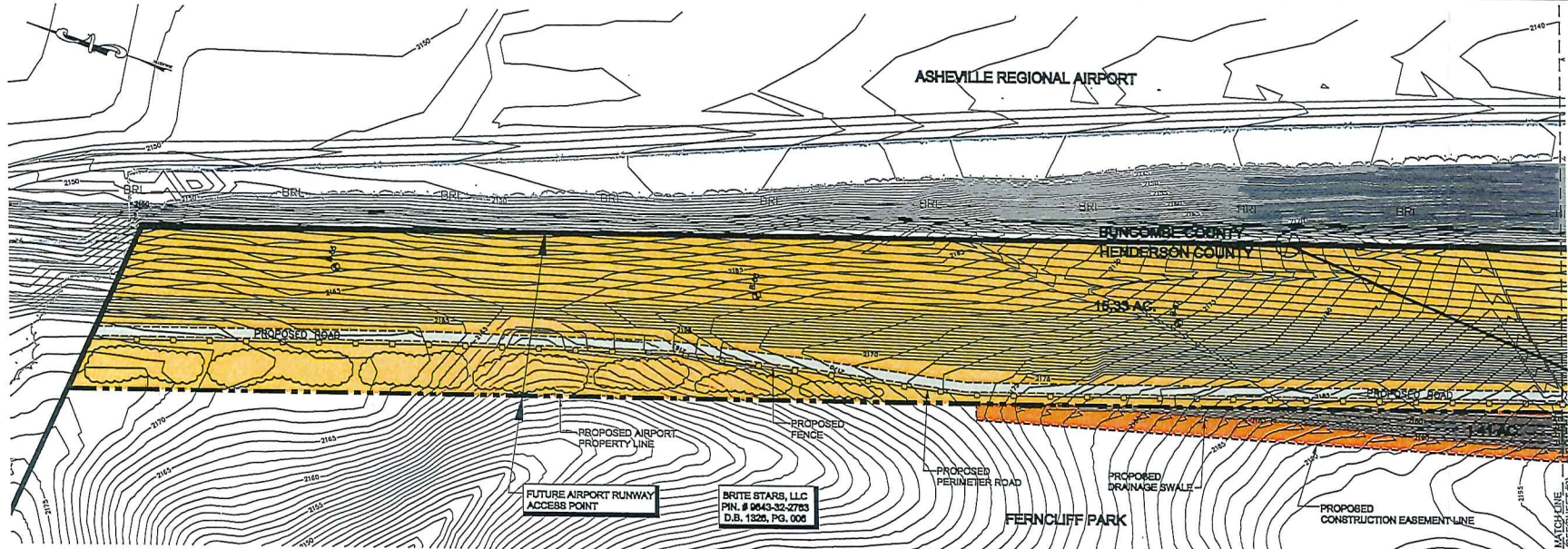
(4) Additionally, after construction is complete, Buyer agrees to landscape Seller's property in an attractive manner using low, native western North Carolina shrubs and bushes which are not subject to FAA plant restrictions or return Seller's property to its original condition.

(5) All obligations in the part of Buyer herein shall survive the Closing.

6A. Seller understands that the Buyer is a public entity which is subject to the rules and regulations of the Federal Aviation Administration (the "FAA"). Notwithstanding anything else contained herein, in the event the regulations and/or other limitations on use of the Property limit the Buyer on what it can do, per the FAA, then Buyer may terminate this Agreement and, in such event, Seller shall be entitled to keep the Earnest Money deposit.

VF 13

P:\ASHEVILLE\ASHEVILLE REGIONAL AIRPORT\ASHEVILLE REGIONAL AIRPORT\ASHEVILLE REGIONAL AIRPORT.dwg, 08/18/11 11:14 AM, 1516289



| SOIL BORINGS | LATITUDE  | LONGITUDE  | GROUND ELEV | ROCK  | TERMINATION | EASTING     | NORTHING    |
|--------------|-----------|------------|-------------|-------|-------------|-------------|-------------|
| B-65         | 35.439219 | -82.546036 | 2164.0'     |       | 45'         | 944019.402E | 633544.385N |
| B-66         | 35.437908 | -82.545536 | 2167.0'     |       | 45'         | 944151.197E | 633162.220N |
| B-67         | 35.439594 | -82.545938 | 2175.0'     |       | 45'         | 944332.937E | 632976.963N |
| B-68         | 35.435281 | -82.544538 | 2181.0'     |       | 45'         | 944414.739E | 632198.071N |
| B-69         | 35.434038 | -82.543808 | 2175.0'     | 3'    | 34'         | 944617.696E | 631798.498N |
| B-70         | 35.432772 | -82.543142 | 2144.0'     | 33.5' | 33.5'       | 944787.117E | 631268.657N |

| LAND SALE SUMMARY                               |                      |                       |
|---|----------------------|-----------------------|
|   | SALE                 | CONSTRUCTION EASEMENT |
| BRITE STARS, LLC<br>BRIGHTSTAR ASSOCIATES, INC. | 7.48 AC.<br>7.82 AC. | 1.41 AC.<br>0.51 AC.  |

*Exhibit C*  
*VF 13*

WILLIAM G. LAPSLEY & ASSOCIATES P.A.  
Consulting Engineers & Land Planners  
701 Lakeside, P.O. Box 20048  
Rt. 9, Box 20048  
Hendersonville, North Carolina 28036  
(704) 967-1177  
www.wglpa.com

| Revisions |
|-----------|
|           |
|           |
|           |
|           |

date: 11/13  
job: 07133  
drawn: khc



WILLIAM G. LAPSLEY & ASSOCIATES P.A.  
CONSULTING ENGINEERS & LAND PLANNERS  
HENDERSONVILLE, NORTH CAROLINA

ASHEVILLE REGIONAL AIRPORT  
BUNCOMBE COUNTY,  
NORTH CAROLINA

PROPOSED  
LAND ACQUISITION PLAN  
FROM  
FERNCIFF PARK

sheet  
1 of 2







## **MEMORANDUM**

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: August 8, 2014

### **ITEM DESCRIPTION – New Business Item C**

Update to Budget Supplemental Fees and Charges

### **BACKGROUND**

Each year during the budget process, the Board approves the budget which includes supplemental fees and charges. These fees and charges are for services and/or products the airport provides to its various tenants, customers, and passengers. Such items include equipment use, labor rates for certain services, Identification Badges, ground transportation rates, and parking rates.

This budget year we modified the fees paid by the ground transportation providers by eliminating a top set flat rate for any provider with more than ten vehicles per company. In doing so, we severely impacted those companies providing ground transportation services utilizing vehicles with a seating capacity greater than 20 seats.

Staff is now proposing to amend the Ground Transportation permit fees to include a flat fee option of \$4,000.00 for any ground transportation company that owns a large fleet of vehicles inclusive of at least five charter coach type vehicles with a seating capacity greater than 20 seats.

### **ISSUES**

None

New Business – Item C



## **ALTERNATIVES**

The Board could decide not to change the current Supplemental Fees and Charges schedule.

## **FISCAL IMPACT**

There is no significant fiscal impact expected.

## **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) approve the amended changes to the FY 2014/2015 Annual Budget Supplemental Fees and Charges Schedule for the inclusion of a flat rate option for large vehicle fleet operators; and (2) authorize the Executive Director to implement the necessary changes.

Attachment

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY  
SUPPLEMENTAL FEES AND CHARGES  
FY 2014/2015 ANNUAL BUDGET**

|  | FY 2013/2014<br>Current Fees |             | FY 2014/2015<br>Proposed Fees |             |
|--|------------------------------|-------------|-------------------------------|-------------|
|  | Cost                         | Per         | Cost                          | Per         |
| <b><u>Maintenance</u></b>                            |                              |             |                               |             |
| Scissor Lift   | \$ 100.00                    | day         | \$ 100.00                     | day         |
| Large ADA Ramp Rental                                | \$ 100.00                    | use         | \$ 100.00                     | use         |
| Air Stair Rental                                     | \$ 100.00                    | use         | \$ 100.00                     | use         |
| Volvo Wheel Loader                                   | \$ 150.00                    | use         | \$ 150.00                     | use         |
| Fork-lift  | \$ 100.00                    | use         | \$ 100.00                     | use         |
| Pallet Jack  | \$ 50.00                     | use         | \$ 50.00                      | use         |
| Tenant Sweeper                                       | \$ 125.00                    | hour        | \$ 125.00                     | hour        |
| Service Truck  | \$ 50.00                     | hour        | \$ 50.00                      | hour        |
| Backhoe  | \$ 100.00                    | hour        | \$ 100.00                     | hour        |
| Lighted X  | \$ 200.00                    | day         | \$ 200.00                     | day         |
| Light Tower  | \$ 150.00                    | day         | \$ 150.00                     | day         |
| Paint Stripper                                       | \$ 100.00                    | hour        | \$ 100.00                     | hour        |
| Large Aircraft Removal Dolly                         | \$ 200.00                    | day         | \$ 200.00                     | day         |
| Small Aircraft Removal Dolly                         | \$ 100.00                    | day         | \$ 100.00                     | day         |
| Aircraft Jack  | \$ 100.00                    | use         | \$ 100.00                     | use         |
| Cores  | \$ 40.00                     | each        | \$ 40.00                      | each        |
| Keys   | \$ 12.00                     | each        | \$ 12.00                      | each        |
| Large Dump Truck                                     | \$ 200.00                    | hour        | \$ 200.00                     | hour        |
| Small Broom  | \$ 200.00                    | hour        | \$ 200.00                     | hour        |
| Large Broom  | \$ 300.00                    | hour        | \$ 300.00                     | hour        |
| Pressure Washer                                      | \$ 125.00                    | hour        | \$ 125.00                     | hour        |
| Maintenance Labor Rate (1)                           | \$ 45.00                     | hour        | \$ 45.00                      | hour        |
| Security Escort Rate (1)                             | \$ 45.00                     | hour        | \$ 45.00                      | hour        |
| <b><u>Department of Public Safety</u></b>            |                              |             |                               |             |
| ARFF Apparatus for 1500 gal. or greater              | \$ 250.00                    | hour        | \$ 250.00                     | hour        |
| ARFF Apparatus for less than 1500 gal.               | \$ 150.00                    | hour        | \$ 150.00                     | hour        |
| Command, Police, and Ops support vehicles            | \$ 100.00                    | hour        | \$ 100.00                     | hour        |
| Aircraft recover dolly                               | \$ 150.00                    | day         | \$ 150.00                     | day         |
| Maintenance Labor Rate (1)                           | \$ 45.00                     | hour        | \$ 45.00                      | hour        |
| Mutual Aid Agencies collected on their behalf        |                              | as incurred |                               | as incurred |
| Replacement charges for AVL equipment/supplies       |                              | as incurred |                               | as incurred |
| <b><u>Information Technology (IT) Department</u></b> |                              |             |                               |             |
| IT Labor Rate - Non-Network (1)                      | \$ 40.00                     | hour        | \$ 40.00                      | hour        |
| IT Labor Rate - Network Related (1)                  | \$ 60.00                     | hour        | \$ 60.00                      | hour        |
| Cable Television (CATV) Signal Transport Fee         | \$ 10.00                     | month       | \$ 10.00                      | month       |
| <b>Cable Television-150+ Channels (2 &amp; 3)</b>    | \$ -                         | month       | <b>\$ 45.00</b>               | month       |
| Dark Fiber per strand per 0-1000 ft                  | \$ 20.00                     | month       | \$ 20.00                      | month       |
| Dark Fiber per strand per 0-2000 ft                  | \$ 22.00                     | month       | \$ 22.00                      | month       |
| Dark Fiber per strand per 0-3000 ft                  | \$ 24.00                     | month       | \$ 24.00                      | month       |
| WiFi & SSID (required for WiFi Access) (2)           | \$ 70.00                     | month       | \$ 70.00                      | month       |
| Internet Bandwidth-Not Dedicated (2 MB) (2)          | \$ 50.00                     | month       | \$ 50.00                      | month       |
| Internet Bandwidth-Not Dedicated (5 MB) (2)          | \$ 70.00                     | month       | \$ 70.00                      | month       |
| Internet Bandwidth-Not Dedicated (10 MB) (2)         | \$ 125.00                    | month       | \$ 125.00                     | month       |

**Notes:**

- (1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.
- (2) Add \$120 for 2 hours of IT Labor for Setup & Configuration. Fees may be reduced when bundled with other services.
- (3) Add additional upgrades at cost.

| <u>Identification Badge Fees and Charges</u> | FY 2013/2014<br>Current Fees |     | FY 2014/2015<br>Proposed Fees |     |
|--|------------------------------|-----|-------------------------------|-----|
|  | Cost                         | Per | Cost                          | Per |
| <b>Initial Badge Issuance</b>                |                              |     |                               |     |
| <b>SIDA Badge</b>                            | \$ 67.00                     |     | \$ 70.00                      |     |
| <b>Non-SIDA Badge</b>                        | \$ 35.00                     |     | \$ 37.00                      |     |
| <b>Renewal of Badge</b>                      |                              |     |                               |     |
| <b>SIDA Badge</b>                            | \$ 35.00                     |     | \$ 37.00                      |     |
| <b>Non-SIDA Badge</b>                        | \$ 35.00                     |     | \$ 37.00                      |     |
| <b>Lost Badge Replacement</b>                |                              |     |                               |     |
| SIDA Badge (4)                               | \$ 85.00 / \$ 100.00         |     | \$ 85.00 / \$ 100.00          |     |
| Non-SIDA Badge (5)                           | \$ 60.00 / \$ 75.00          |     | \$ 60.00 / \$ 75.00           |     |
| <b>Damaged Badge</b>                         |                              |     |                               |     |
| <b>SIDA Badge (6)</b>                        | \$ -                         |     | \$ 37.00 / \$ 45.00           |     |
| <b>Non-SIDA Badge (6)</b>                    | \$ -                         |     | \$ 37.00 / \$ 45.00           |     |
| Security Escort Training                     | \$ 25.00                     |     | \$ 25.00                      |     |
| Lock-out Service (7)                         | \$ 25.00                     |     | \$ 25.00                      |     |

**Notes:**

- (4) \$85.00 for the first replacement badge, \$100.00 for the second replacement badge.  
(5) \$60.00 for the first replacement badge, \$75.00 for the second replacement badge.  
**(6) \$37.00 for a damaged badge, \$45.00 if badge damaged due to negligence.**  
(7) \$25.00 Lock-out Service Charge applies after the first 2 free service calls.

**Parking**

|                              |                |                 |                       |                 |
|------------------------------|----------------|-----------------|-----------------------|-----------------|
| Long term                    | \$ 1.50        | 0 - 1 hour      | \$ 1.50               | 0 - 1 hour      |
|                              | \$ 1.50        | each add'l hour | \$ 1.50               | each add'l hour |
|                              | \$ 8.00        | day             | \$ 8.00               | day             |
|                              | \$ 48.00       | week            | \$ 48.00              | week            |
| Short term                   | \$ 1.00        | 1/2 hour        | \$ 1.00               | 1/2 hour        |
|                              | \$ 12.50       | day             | \$ 12.50              | day             |
| <b>Employee Parking Rate</b> | \$ 53 / \$48   | new/renewal     | <b>\$ 60 / \$50</b>   | new/renewal     |
| <b>Commuter Parking Rate</b> | \$ 279 / \$263 | new/renewal     | <b>\$ 290 / \$275</b> | new/renewal     |
| Fines                        | up to \$1,000  | day             | up to \$1,000         | day             |

**Ground Transportation**

|   |        |                  |        |                  |
|---|--------|------------------|--------|------------------|
| <b>Airport Ground Transportation Permit (8) (9)</b> | \$ 200 | annual           | \$ 300 | annual           |
| Off-Airport Rental Car Fee                          | 7.50%  | of gross revenue | 7.50%  | of gross revenue |

**Notes:**

- (8) In prior years, only billed for the first 10 vehicles per company. That limit is eliminated for FY2014/2015.  
(9) Flat fee of \$4,000 for companies with a vehicle fleet inclusive of a minimum of 5 charter coach vehicles with seating capacity greater than 20 seats



## MEMORANDUM

TO: Members of the Airport Authority

FROM: Michael A. Reisman, A.A.E.  
Deputy Executive Director, Development and Operations

DATE: August 8, 2014

### ITEM DESCRIPTION – New Business Item D

Ratify Approval of Non-Federal Reimbursable Agreement with Department of Transportation, Federal Aviation Administration

### BACKGROUND

The Authority is proceeding with its multi-year Airfield Re-development Project. A significant component of this overall project is the planning, design, construction, and flight checking of multiple navigational aids (Nav aids) that provide precision electronic navigational guidance to aircraft approaching the airport in low visibility conditions. These Nav aids require both temporary and then permanent relocation as the project continues in phases. This also includes the creation of new instrument flight procedure associated with their relocation.

The affected Nav aids are owned, operated, and maintained by the Federal Aviation Administration (FAA). However, common practice in projects of this nature is for the sponsor airport to pay the appropriate FAA costs associated with their work on the project. Subsequently, those expenses are considered eligible for reimbursement under the associated Airport Improvement Program (AIP) grant.

A Preliminary Reimbursable Agreement with the FAA was approved by the Airport Board at its April 26<sup>th</sup>, 2013 meeting. That agreement allowed the FAA to begin working on preliminary and advanced planning for this project, and to develop a more detailed Reimbursable Agreement for the actual design of the Nav aid equipment. A second Reimbursable Agreement was approved for this design by the Board at its June 21<sup>st</sup>, 2013 meeting, with the notation that at least two more Reimbursable Agreements would be generated and brought to the Board for approval at the appropriate times.

New Business – Item D



This latest Reimbursable Agreement includes the work and expenses associated with the actual construction and relocation of Nav aids for the temporary runway. At least one more Reimbursable Agreement is expected at a later date for the construction of Nav aids for the new permanent runway. Because of critical scheduling issues presented to the Authority by the FAA, this agreement was needed to be executed and returned to the FAA prior to a regularly scheduled Board meeting. Staff now seeks ratification by the Board.

## **ISSUES**

None.

## **ALTERNATIVES**

There are no other alternatives.

## **FISCAL IMPACT**

The total cost associated with this agreement is \$402,150.16, of which the Authority will pay its matching fund share. The majority balance will be reimbursed through existing or pending FAA grants as the associated expenses are incurred throughout the project. This cost will be mostly paid from the \$12,750,123 contained in the FY 2014/2015 budget for this project, with any needed remainder from future budgets associated with this project. The total Board approved project budget for the overall Airfield Re-development program remains at \$64M. Total costs for the three current FAA Reimbursable Agreements (including this action), is \$641,832.24.

## **RECOMMENDED ACTION**

It is respectfully requested that the Airport Authority Board resolve to (1) ratify the approval of the Non-Federal Reimbursable Agreement with the Department of Transportation, Federal Aviation Administration in the amount of \$402,150.16, and (2) authorize the Executive Director to execute the necessary documents.



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## MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Executive Director

DATE: August 8, 2014

### ITEM DESCRIPTION – New Business Item E

Approval of the Appointment for Temporary Finance & Deputy Finance Officers

### BACKGROUND

Current Local Government Commission policy calls for the entity's governing board to appoint the Finance Officer and Deputy Finance Officer. The Executive Director currently holds the Deputy Finance Officer position. With the recent vacancy of the Director of Finance and Accounting position, which has historically held the Finance Officer position of the Authority, there is now only one individual that is authorized to sign and approve certain documents. The Authority's Counsel is suggesting the Deputy Finance Office be appointed the Temporary Finance Officer for the interim period. For redundancy purposes, staff is requesting the appointment of two Temporary Deputy Finance Officers, Royce Holden and Mike Reisman.

### ISSUES

None

### ALTERNATIVES

The Board could select other individuals to serve as both temporary finance and deputy finance officers.

### FISCAL IMPACT

None

### RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the appointment of a Temporary Finance Officer as listed above, (2) approve the appointment of the two Temporary Deputy Finance Officers as listed above, and (3) authorize the Executive Director to execute any necessary documents.





## MEMORANDUM

TO: Members of the Airport Authority  
FROM: Lew Bleiweis, A.A.E., Executive Director  
DATE: August 8, 2014

### ITEM DESCRIPTION – Information Section Item A

June, 2014 Traffic Report – Asheville Regional Airport

### SUMMARY

June 2014 overall passenger traffic numbers were up 10.8% compared to the same period last year. Passenger traffic numbers reflect an 11.8% increase in passenger enplanements from June 2013. Enplanements for Fiscal Year to Date total 365,951 which is a 13.9% increase over the same period last year.

### AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in June 2014 were up by 109.3%. There were no flight cancellations for the month.

Delta Airlines: Delta's June 2014 enplanements decreased by 5.3% compared to June 2013. There were four (4) flight cancellations for the month.

United Airlines: In June 2014, United Airlines saw an increase in enplanements by 6.3% over the same period last year. There were no flight cancellations for the month.

US Airways: US Airways' June 2014 passenger enplanements represent a 3.9% decrease over the same period last year. There were four (4) flight cancellations for the month.

# Monthly Traffic Report

## Asheville Regional Airport

### June 2014



| Category                   | Jun 2014       | Jun 2013       | Percentage Change | *CYTD-2014       | *CYTD-2013       | Percentage Change | *MOV12-2014      | *MOV12-2013      | Percentage Change |
|----------------------------|----------------|----------------|-------------------|------------------|------------------|-------------------|------------------|------------------|-------------------|
| <b>Passenger Traffic</b>   |                |                |                   |                  |                  |                   |                  |                  |                   |
| Enplaned                   | 37,152         | 33,219         | 11.8%             | 166,623          | 147,907          | 12.7%             | 357,715          | 313,353          | 14.2%             |
| Deplaned                   | <u>37,251</u>  | <u>33,912</u>  | 9.8%              | <u>166,133</u>   | <u>147,891</u>   | 12.3%             | <u>357,266</u>   | <u>312,213</u>   | 14.4%             |
| <b>Total</b>               | <b>74,403</b>  | <b>67,131</b>  | <b>10.8%</b>      | <b>332,756</b>   | <b>295,798</b>   | <b>12.5%</b>      | <b>714,981</b>   | <b>625,566</b>   | <b>14.3%</b>      |
| <b>Aircraft Operations</b> |                |                |                   |                  |                  |                   |                  |                  |                   |
| Airlines                   | 557            | 426            | 30.8%             | 2,514            | 2,290            | 9.8%              | 5,355            | 4,245            | 26.1%             |
| Commuter /Air Taxi         | <u>980</u>     | <u>1,280</u>   | -23.4%            | 4,712            | 5,824            | -19.1%            | 10,876           | 13,017           | -16.4%            |
| <b>Subtotal</b>            | <u>1,537</u>   | <u>1,706</u>   | -9.9%             | <u>7,226</u>     | <u>8,114</u>     | -10.9%            | <u>16,231</u>    | <u>17,262</u>    | -6.0%             |
| General Aviation           | 3,923          | 3,600          | 9.0%              | 21,780           | 17,207           | 26.6%             | 45,806           | 37,754           | 21.3%             |
| Military                   | <u>510</u>     | <u>372</u>     | 37.1%             | <u>3,073</u>     | <u>2,078</u>     | 47.9%             | <u>5,594</u>     | <u>4,468</u>     | 25.2%             |
| <b>Subtotal</b>            | <u>4,433</u>   | <u>3,972</u>   | 11.6%             | <u>24,853</u>    | <u>19,285</u>    | 28.9%             | <u>51,400</u>    | <u>42,222</u>    | 21.7%             |
| <b>Total</b>               | <b>5,970</b>   | <b>5,678</b>   | <b>5.1%</b>       | <b>32,079</b>    | <b>27,399</b>    | <b>17.1%</b>      | <b>67,631</b>    | <b>59,484</b>    | <b>13.7%</b>      |
| <b>Fuel Gallons</b>        |                |                |                   |                  |                  |                   |                  |                  |                   |
| 100LL                      | 13,605         | 8,185          | 66.2%             | 67,723           | 65,127           | 4.0%              | 157,849          | 155,287          | 1.6%              |
| Jet A (GA)                 | 132,458        | 126,973        | 4.3%              | 551,219          | 496,602          | 11.0%             | 1,173,723        | 1,126,547        | 4.2%              |
| <b>Subtotal</b>            | <u>146,063</u> | <u>135,158</u> | 8.1%              | <u>618,942</u>   | <u>561,729</u>   | 10.2%             | <u>1,331,572</u> | <u>1,281,834</u> | 3.9%              |
| Jet A (A/L)                | <u>252,073</u> | <u>245,109</u> | 2.8%              | <u>1,082,963</u> | <u>1,074,919</u> | 0.7%              | <u>2,431,279</u> | <u>2,173,719</u> | 11.8%             |
| <b>Total</b>               | <b>398,136</b> | <b>380,267</b> | <b>4.7%</b>       | <b>1,701,905</b> | <b>1,636,648</b> | <b>4.0%</b>       | <b>3,762,851</b> | <b>3,455,553</b> | <b>8.9%</b>       |

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

Monday, July 21, 2014

# Airline Enplanements, Seats, and Load Factors

## Asheville Regional Airport

June 2014



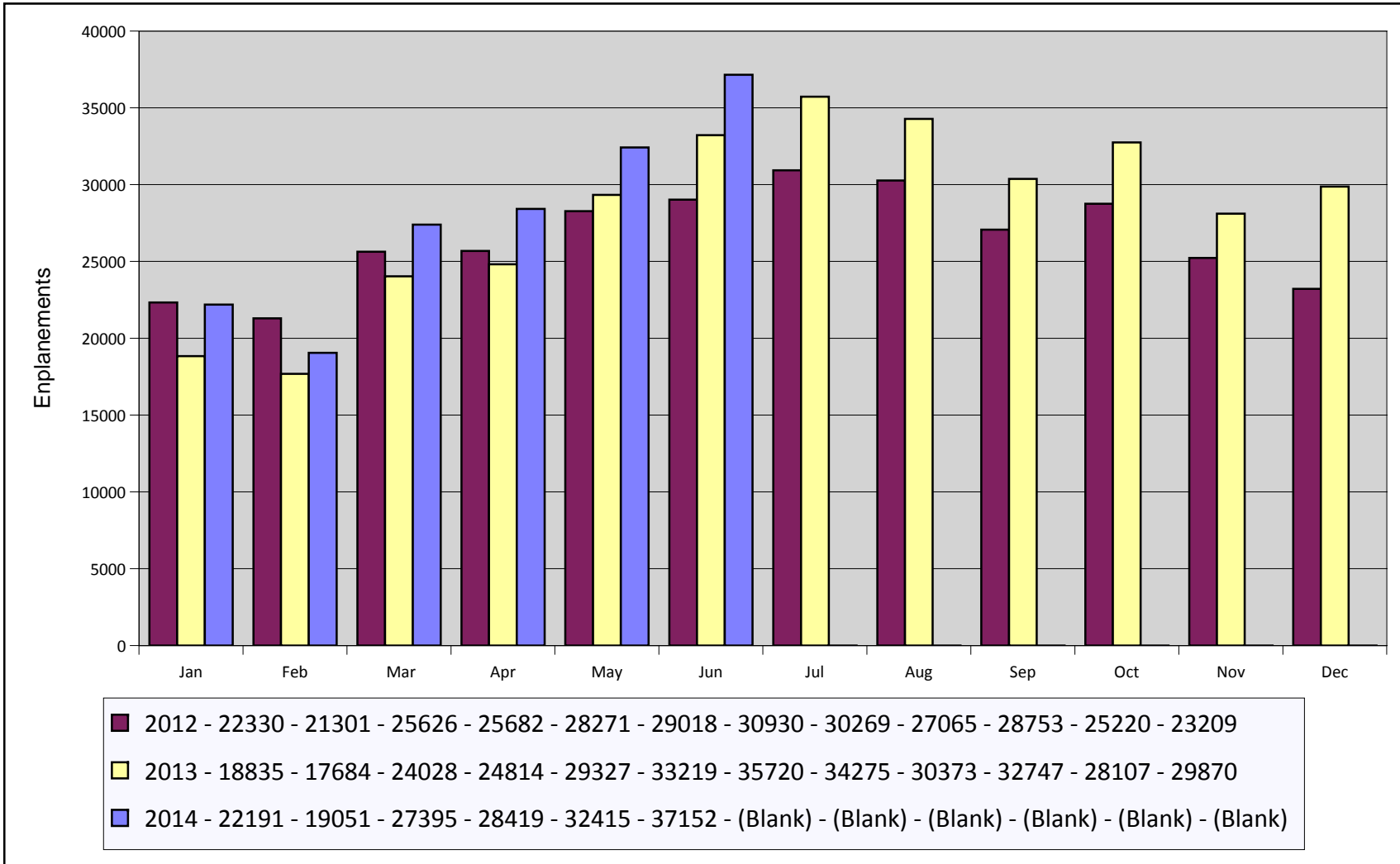
|                        | Jun 2014 | Jun 2013 | Percentage Change | *CYTD-2014 | *CYTD-2013 | Percentage Change |
|------------------------|----------|----------|-------------------|------------|------------|-------------------|
| <b>Allegiant Air</b>   |          |          |                   |            |            |                   |
| Enplanements           | 9,234    | 4,412    | 109.3%            | 37,273     | 17,381     | 114.4%            |
| Seats                  | 10,046   | 4,836    | 107.7%            | 42,702     | 19,452     | 119.5%            |
| Load Factor            | 91.9%    | 91.2%    | 0.8%              | 87.3%      | 89.4%      | -2.3%             |
| <b>Delta Air Lines</b> |          |          |                   |            |            |                   |
| Enplanements           | 13,189   | 13,929   | -5.3%             | 64,953     | 63,041     | 3.0%              |
| Seats                  | 15,863   | 17,836   | -11.1%            | 81,825     | 92,243     | -11.3%            |
| Load Factor            | 83.1%    | 78.1%    | 6.5%              | 79.4%      | 68.3%      | 16.2%             |
| <b>United Airlines</b> |          |          |                   |            |            |                   |
| Enplanements           | 4,539    | 4,269    | 6.3%              | 14,500     | 15,877     | -8.7%             |
| Seats                  | 5,032    | 4,950    | 1.7%              | 16,932     | 20,950     | -19.2%            |
| Load Factor            | 90.2%    | 86.2%    | 4.6%              | 85.6%      | 75.8%      | 13.0%             |
| <b>US Airways</b>      |          |          |                   |            |            |                   |
| Enplanements           | 10,190   | 10,609   | -3.9%             | 49,897     | 51,608     | -3.3%             |
| Seats                  | 12,060   | 14,285   | -15.6%            | 67,626     | 81,217     | -16.7%            |
| Load Factor            | 84.5%    | 74.3%    | 13.8%             | 73.8%      | 63.5%      | 16.1%             |
| <b>Totals</b>          |          |          |                   |            |            |                   |
| Enplanements           | 37,152   | 33,219   | 11.8%             | 166,623    | 147,907    | 12.7%             |
| Seats                  | 43,001   | 41,907   | 2.6%              | 209,085    | 213,862    | -2.2%             |
| Load Factor            | 86.4%    | 79.3%    | 9.0%              | 79.7%      | 69.2%      | 15.2%             |

# Airline Flight Completions Asheville Regional Airport June 2014

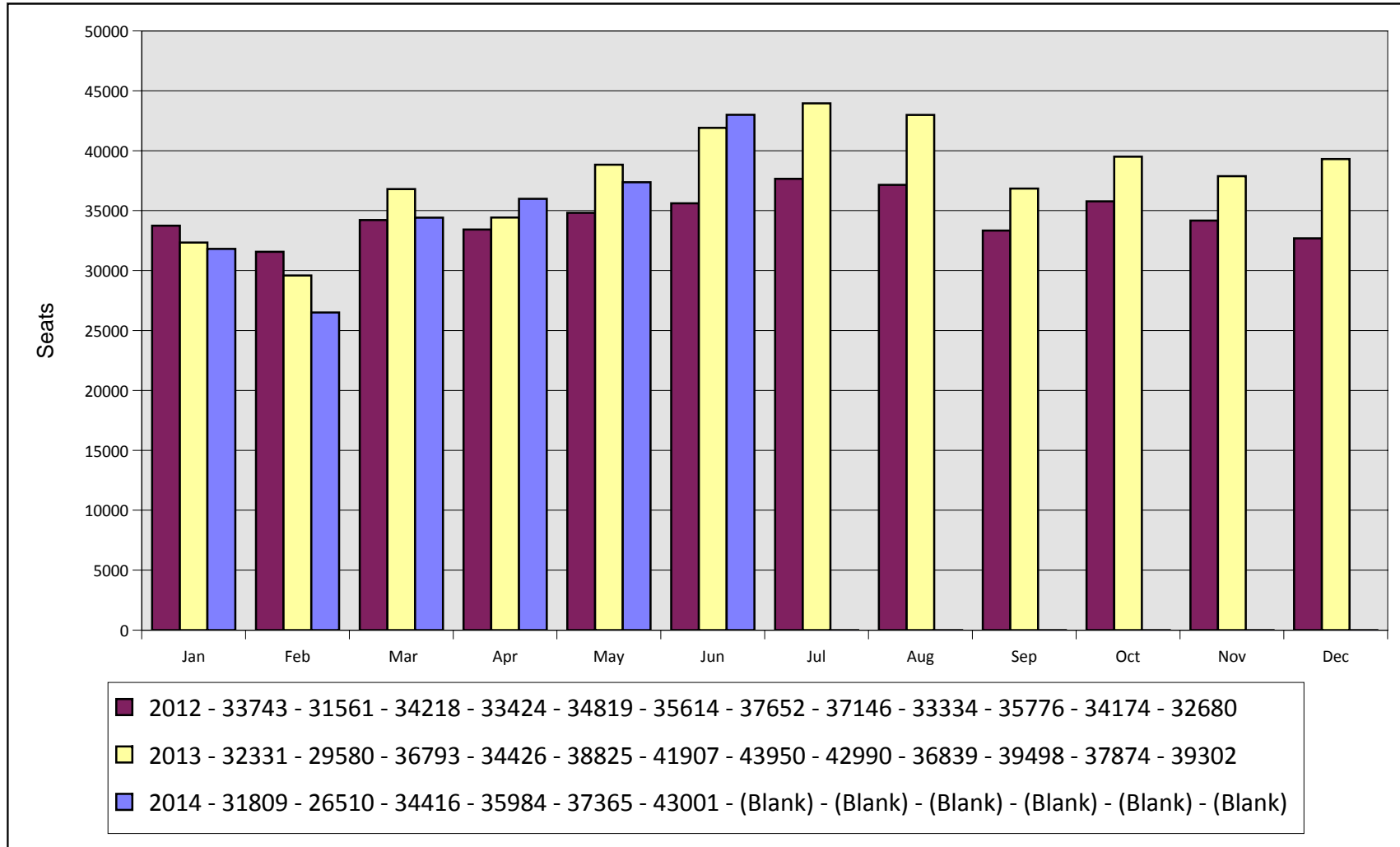


| Airline         | Scheduled Flights | Field    | Cancellations Due To |          |          | Total Cancellations | Percentage of Completed |
|-----------------|-------------------|----------|----------------------|----------|----------|---------------------|-------------------------|
|                 |                   |          | Mechanical           | Weather  | Other    |                     |                         |
| Allegiant Air   | 58                | 0        | 0                    | 0        | 0        | 0                   | 100.0%                  |
| Delta Air Lines | 245               | 0        | 0                    | 3        | 1        | 4                   | 99.2%                   |
| United Airlines | 100               | 0        | 0                    | 0        | 0        | 0                   | 100.0%                  |
| US Airways      | 212               | 0        | 4                    | 0        | 0        | 4                   | 98.1%                   |
| <b>Total</b>    | <b>615</b>        | <b>0</b> | <b>4</b>             | <b>3</b> | <b>1</b> | <b>8</b>            | <b>98.7%</b>            |

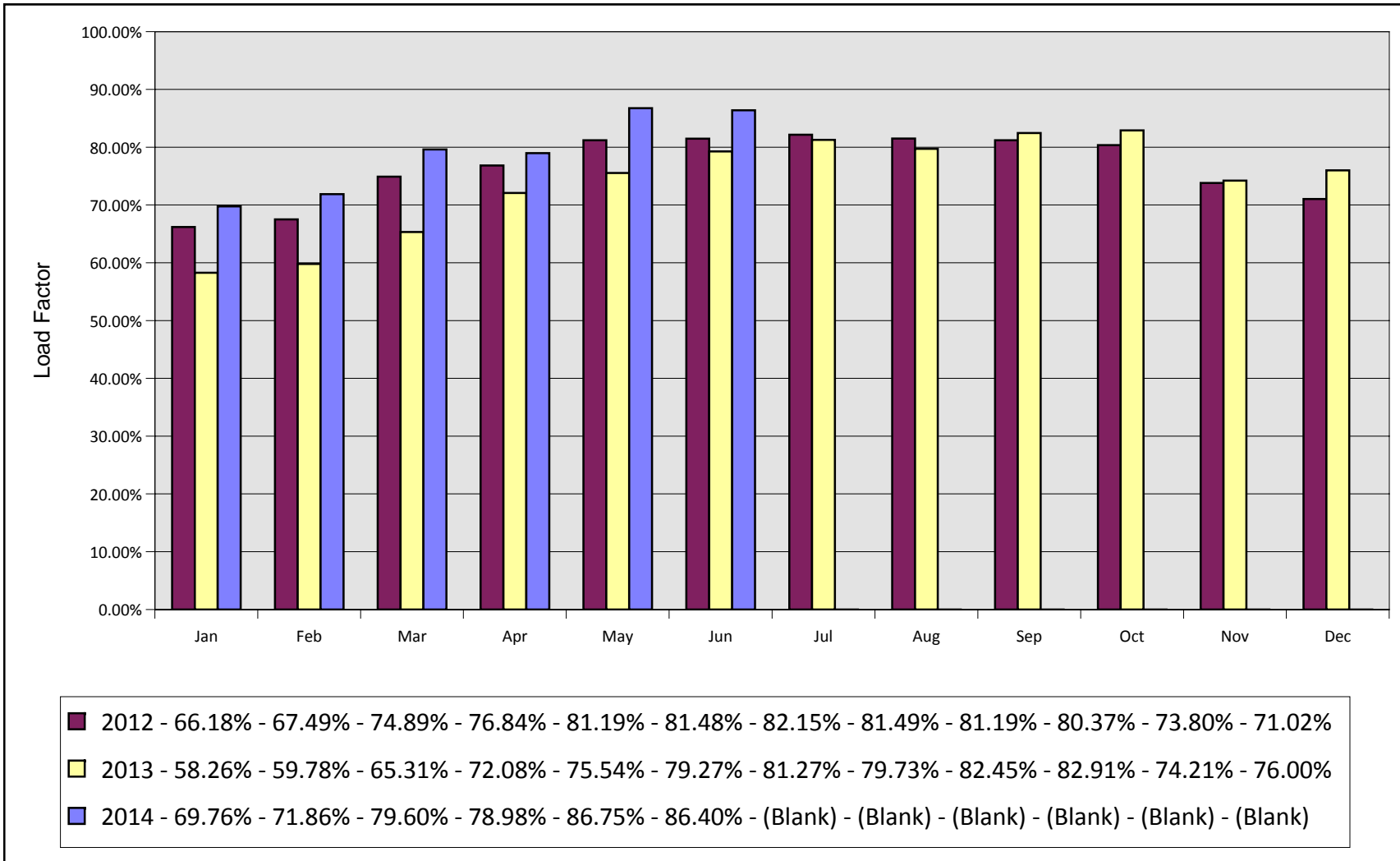
# Monthly Enplanements By Year Asheville Regional Airport



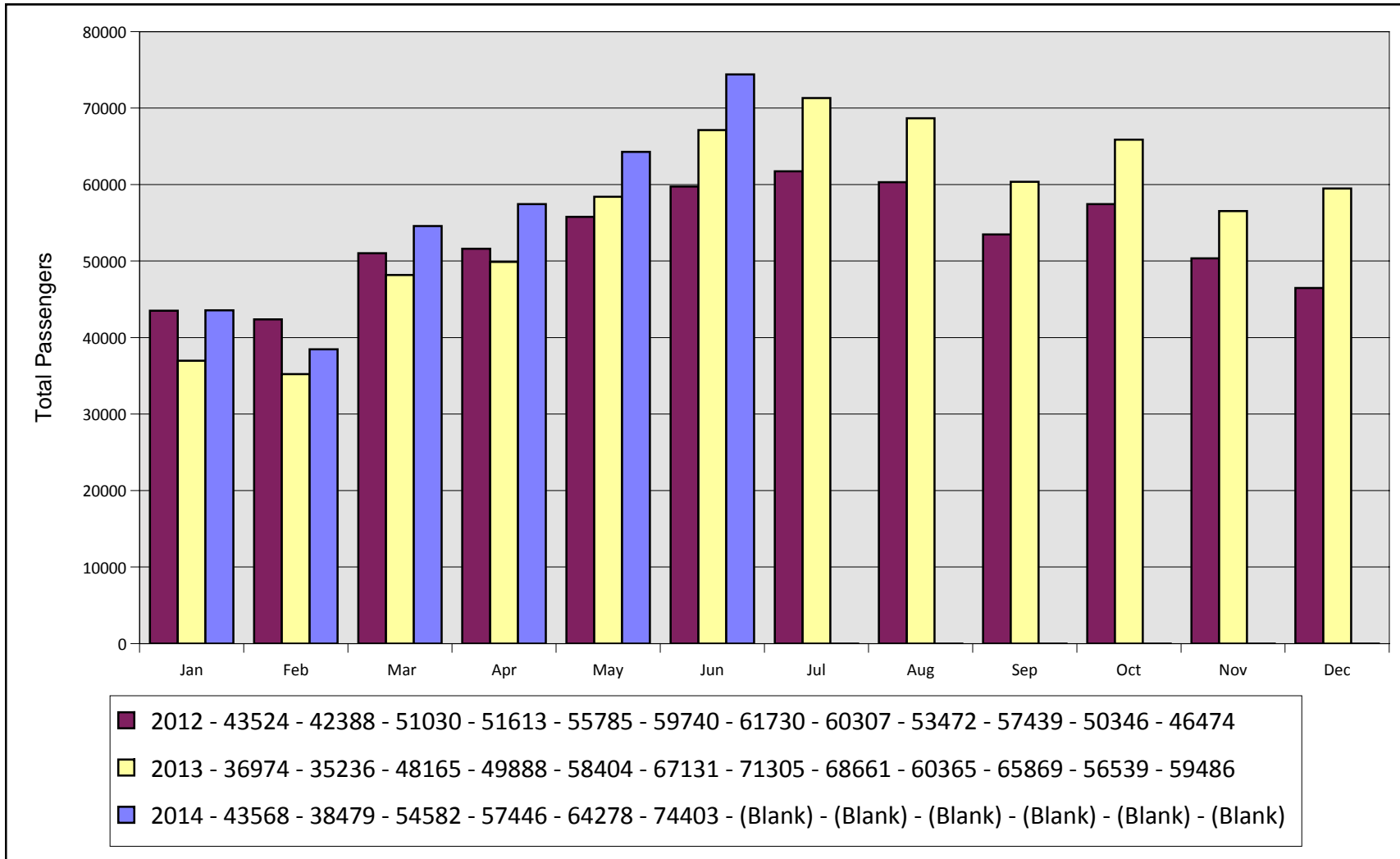
# Monthly Seats By Year Asheville Regional Airport



# Monthly Load Factors By Year Asheville Regional Airport



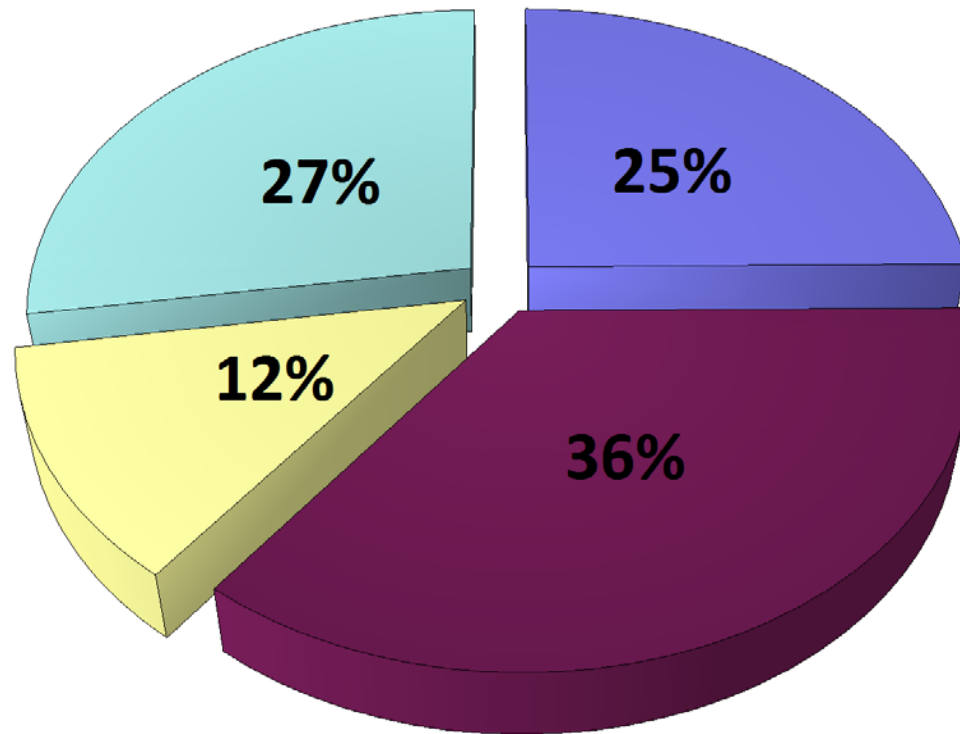
# Total Monthly Passengers By Year Asheville Regional Airport



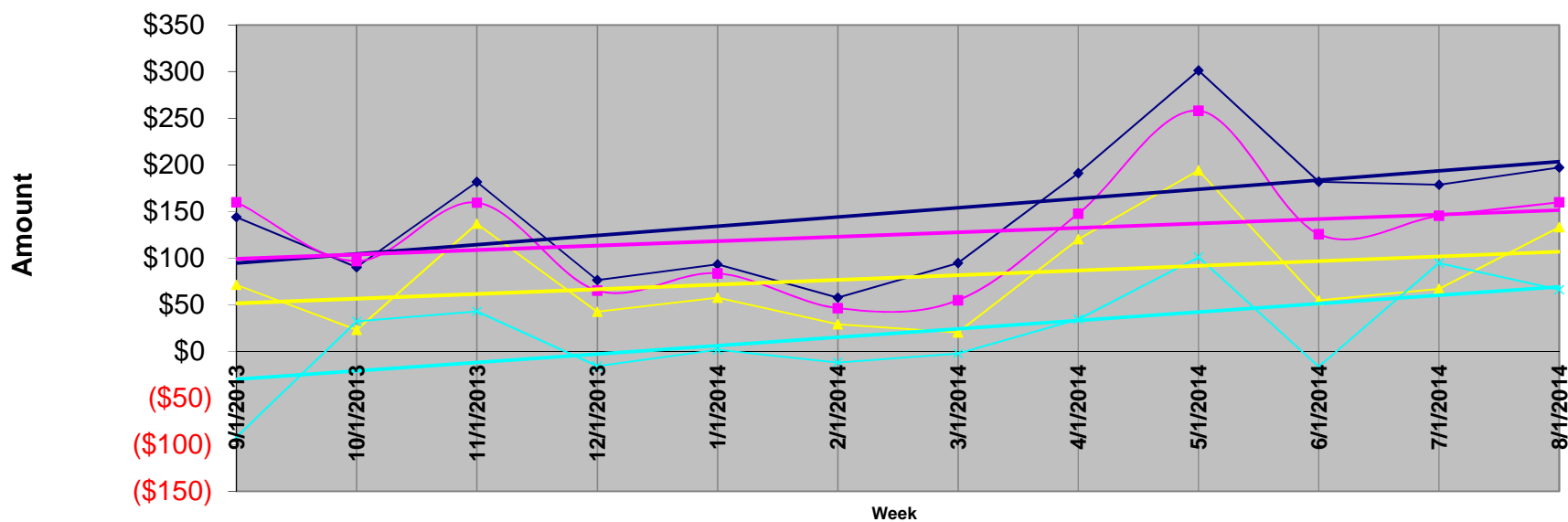


# Airline Market Share Analysis (Enplanements) Asheville Regional Airport

Report Period From June 2014 Through June 2014



## AVL Average Airfare Differences 21 Day Advance Purchase, 3 Day Stay



◆ ATL     
 ■ CLT     
 ▲ GSP     
 ✦ TRI     
 — Linear (ATL)     
 — Linear (CLT)     
 — Linear (GSP)     
 — Linear (TRI)

**Asheville Regional Airport**  
**Sample airfares as of 8/1/14**  
**21 Day Advance Purchase, 3 day Stay**

|     |                       |                  |                |                  |                   |                   | <u>Difference in Fares</u> |                  |                   |                   |  |
|-----|-----------------------|------------------|----------------|------------------|-------------------|-------------------|----------------------------|------------------|-------------------|-------------------|--|
|     |                       | <u>ASHEVILLE</u> | <u>ATLANTA</u> | <u>CHARLOTTE</u> | <u>GREENVILLE</u> | <u>TRI-CITIES</u> | <u>ATLANTA</u>             | <u>CHARLOTTE</u> | <u>GREENVILLE</u> | <u>TRI-CITIES</u> |  |
| ABQ | Albuquerque           | \$631            | \$371          | \$537            | \$450             | \$631             | \$260                      | \$94             | \$181             | \$0               |  |
| ATL | Atlanta               | \$358            |                | \$339            | \$372             | \$407             | \$358                      | \$19             | (\$14)            | (\$49)            |  |
| AUS | Austin                | \$501            | \$313          | \$357            | \$430             | \$435             | \$188                      | \$144            | \$71              | \$66              |  |
| BWI | Baltimore             | \$466            | \$322          | \$222            | \$302             | \$386             | \$144                      | \$244            | \$164             | \$80              |  |
| BOS | Boston                | \$498            | \$319          | \$193            | \$276             | \$398             | \$179                      | \$305            | \$222             | \$100             |  |
| ORD | Chicago               | \$306            | \$384          | \$307            | \$260             | \$328             | (\$78)                     | (\$1)            | \$46              | (\$22)            |  |
| CVG | Cincinnati            | \$401            | \$296          | \$347            | \$553             | \$331             | \$105                      | \$54             | (\$152)           | \$70              |  |
| CLE | Cleveland             | \$360            | \$306          | \$301            | \$325             | \$386             | \$54                       | \$59             | \$35              | (\$26)            |  |
| DFW | Dallas                | \$451            | \$210          | \$359            | \$341             | \$466             | \$241                      | \$92             | \$110             | (\$15)            |  |
| DEN | Denver                | \$532            | \$220          | \$467            | \$423             | \$547             | \$312                      | \$65             | \$109             | (\$15)            |  |
| DTW | Detroit               | \$416            | \$318          | \$349            | \$334             | \$386             | \$98                       | \$67             | \$82              | \$30              |  |
| FLL | Fort Lauderdale       | \$480            | \$246          | \$331            | \$351             | \$343             | \$234                      | \$149            | \$129             | \$137             |  |
| RSW | Ft. Myers             | \$481            | \$246          | \$339            | \$330             | \$427             | \$235                      | \$142            | \$151             | \$54              |  |
| BDL | Hartford              | \$474            | \$334          | \$290            | \$387             | \$418             | \$140                      | \$184            | \$87              | \$56              |  |
| IAH | Houston               | \$496            | \$287          | \$363            | \$388             | \$436             | \$209                      | \$133            | \$108             | \$60              |  |
| IND | Indianapolis          | \$666            | \$244          | \$307            | \$359             | \$356             | \$422                      | \$359            | \$307             | \$310             |  |
| JAX | Jacksonville          | \$656            | \$266          | \$290            | \$359             | \$386             | \$390                      | \$366            | \$297             | \$270             |  |
| MCI | Kansas City           | \$686            | \$355          | \$325            | \$320             | \$466             | \$331                      | \$361            | \$366             | \$220             |  |
| LAS | Las Vegas             | \$660            | \$383          | \$488            | \$527             | \$587             | \$277                      | \$172            | \$133             | \$73              |  |
| LAX | Los Angeles           | \$758            | \$349          | \$506            | \$647             | \$611             | \$409                      | \$252            | \$111             | \$147             |  |
| MHT | Manchester            | \$501            | \$369          | \$241            | \$266             | \$466             | \$132                      | \$260            | \$235             | \$35              |  |
| MEM | Memphis               | \$676            | \$451          | \$407            | \$512             | \$566             | \$225                      | \$269            | \$164             | \$110             |  |
| MIA | Miami                 | \$471            | \$266          | \$331            | \$447             | \$398             | \$205                      | \$140            | \$24              | \$73              |  |
| MKE | Milwaukee             | \$650            | \$304          | \$325            | \$313             | \$418             | \$346                      | \$325            | \$337             | \$232             |  |
| MSP | Minneapolis/Saint Pau | \$446            | \$386          | \$427            | \$421             | \$423             | \$60                       | \$19             | \$25              | \$23              |  |
| BNA | Nashville             | \$414            | \$352          | \$296            | \$301             | \$384             | \$62                       | \$118            | \$113             | \$30              |  |
| MSY | New Orleans           | \$478            | \$242          | \$318            | \$297             | \$466             | \$236                      | \$160            | \$181             | \$12              |  |

|     |                    |       |       |       |       |       |         |         |       |         |
|-----|--------------------|-------|-------|-------|-------|-------|---------|---------|-------|---------|
| LGA | New York           | \$404 | \$309 | \$478 | \$349 | \$463 | \$95    | (\$74)  | \$55  | (\$59)  |
| EWR | Newark             | \$457 | \$472 | \$366 | \$425 | \$483 | (\$15)  | \$91    | \$32  | (\$26)  |
| MCO | Orlando            | \$470 | \$244 | \$287 | \$387 | \$383 | \$226   | \$183   | \$83  | \$87    |
| PHL | Philadelphia       | \$431 | \$320 | \$307 | \$324 | \$371 | \$111   | \$124   | \$107 | \$60    |
| PHX | Phoenix            | \$612 | \$382 | \$483 | \$463 | \$570 | \$230   | \$129   | \$149 | \$42    |
| PIT | Pittsburgh         | \$462 | \$266 | \$313 | \$291 | \$291 | \$196   | \$149   | \$171 | \$171   |
| PDX | Portland           | \$670 | \$406 | \$473 | \$493 | \$597 | \$264   | \$197   | \$177 | \$73    |
| PVD | Providence         | \$498 | \$337 | \$240 | \$291 | \$363 | \$161   | \$258   | \$207 | \$135   |
| RDU | Raleigh/Durham     | \$588 | \$240 | \$287 | \$363 | \$331 | \$348   | \$301   | \$225 | \$257   |
| RIC | Richmond           | \$466 | \$212 | \$290 | \$363 | \$331 | \$254   | \$176   | \$103 | \$135   |
| STL | Saint Louis        | \$466 | \$324 | \$325 | \$309 | \$331 | \$142   | \$141   | \$157 | \$135   |
| SLC | Salt Lake City     | \$748 | \$400 | \$464 | \$614 | \$713 | \$348   | \$284   | \$134 | \$35    |
| SAT | San Antonio        | \$502 | \$313 | \$335 | \$312 | \$511 | \$189   | \$167   | \$190 | (\$9)   |
| SAN | San Diego          | \$735 | \$343 | \$523 | \$584 | \$563 | \$392   | \$212   | \$151 | \$172   |
| SFO | San Francisco      | \$636 | \$410 | \$506 | \$507 | \$537 | \$226   | \$130   | \$129 | \$99    |
| SRQ | Sarasota/Bradenton | \$381 | \$274 | \$290 | \$330 | \$421 | \$107   | \$91    | \$51  | (\$40)  |
| SEA | Seattle            | \$666 | \$415 | \$506 | \$561 | \$542 | \$251   | \$160   | \$105 | \$124   |
| SYR | Syracuse           | \$481 | \$378 | \$345 | \$467 | \$496 | \$103   | \$136   | \$14  | (\$15)  |
| TPA | Tampa              | \$358 | \$244 | \$339 | \$318 | \$398 | \$114   | \$19    | \$40  | (\$40)  |
| YYZ | Toronto            | \$502 | \$777 | \$615 | \$388 | \$728 | (\$275) | (\$113) | \$114 | (\$226) |
| DCA | Washington DC      | \$466 | \$307 | \$260 | \$279 | \$426 | \$159   | \$206   | \$187 | \$40    |
| IAD | Washington DC      | \$566 | \$338 | \$240 | \$267 | \$476 | \$228   | \$326   | \$299 | \$90    |
| PBI | West Palm Beach    | \$478 | \$246 | \$331 | \$320 | \$466 | \$232   | \$147   | \$158 | \$12    |

\*These sample airfares were available 8/1/14, based on a 21 day advance purchase and a 3 day stay. Other restrictions may apply. To obtain the most up-to-date pricing information for your travel needs, please contact your travel agent or visit specific airline or airline booking websites. Airfares are subject to change without notice - and lower airfares are often not available on all dates. Please see our "Low Fares" section on our web site for any last minute airfare specials.

\$197      \$160      \$133      \$66

**Average Fare difference**

**Blue highlighted numbers represent fare differentials in excess of \$35 for GSP, \$70 for CLT, \$100 for ATL, and \$35 for TRI.**

**Asheville Regional Airport**  
**Sample airfares as of 8/1/14**  
**0 Day Advance Purchase, 3 day Stay**

|     |                        |                  |                |                  |                   |                   | <u>Difference in Fares</u> |                  |                   |                   |  |
|-----|------------------------|------------------|----------------|------------------|-------------------|-------------------|----------------------------|------------------|-------------------|-------------------|--|
|     |                        | <u>ASHEVILLE</u> | <u>ATLANTA</u> | <u>CHARLOTTE</u> | <u>GREENVILLE</u> | <u>TRI-CITIES</u> | <u>ATLANTA</u>             | <u>CHARLOTTE</u> | <u>GREENVILLE</u> | <u>TRI-CITIES</u> |  |
| ABQ | Albuquerque            | \$1,280          | \$469          | \$962            | \$931             | \$801             | \$811                      | \$318            | \$349             | \$479             |  |
| ATL | Atlanta                | \$466            |                | \$731            | \$574             | \$434             | \$466                      | (\$265)          | (\$108)           | \$32              |  |
| AUS | Austin                 | \$698            | \$499          | \$474            | \$865             | \$704             | \$199                      | \$224            | (\$167)           | (\$6)             |  |
| BWI | Baltimore              | \$606            | \$492          | \$399            | \$345             | \$562             | \$114                      | \$207            | \$261             | \$44              |  |
| BOS | Boston                 | \$698            | \$594          | \$347            | \$707             | \$704             | \$104                      | \$351            | (\$9)             | (\$6)             |  |
| ORD | Chicago                | \$389            | \$664          | \$415            | \$451             | \$562             | (\$275)                    | (\$26)           | (\$62)            | (\$173)           |  |
| CVG | Cincinnati             | \$501            | \$539          | \$580            | \$785             | \$562             | (\$38)                     | (\$79)           | (\$284)           | (\$61)            |  |
| CLE | Cleveland              | \$628            | \$442          | \$423            | \$485             | \$602             | \$186                      | \$205            | \$143             | \$26              |  |
| DFW | Dallas                 | \$769            | \$875          | \$846            | \$511             | \$704             | (\$106)                    | (\$77)           | \$258             | \$65              |  |
| DEN | Denver                 | \$1,161          | \$349          | \$778            | \$903             | \$793             | \$812                      | \$383            | \$258             | \$368             |  |
| DTW | Detroit                | \$542            | \$577          | \$853            | \$555             | \$562             | (\$35)                     | (\$311)          | (\$13)            | (\$20)            |  |
| FLL | Fort Lauderdale        | \$668            | \$411          | \$433            | \$719             | \$704             | \$257                      | \$235            | (\$51)            | (\$36)            |  |
| RSW | Ft. Myers              | \$668            | \$524          | \$455            | \$680             | \$704             | \$144                      | \$213            | (\$12)            | (\$36)            |  |
| BDL | Hartford               | \$1,014          | \$537          | \$441            | \$643             | \$704             | \$477                      | \$573            | \$371             | \$310             |  |
| IAH | Houston                | \$690            | \$526          | \$548            | \$614             | \$702             | \$164                      | \$142            | \$76              | (\$12)            |  |
| IND | Indianapolis           | \$901            | \$437          | \$423            | \$572             | \$562             | \$464                      | \$478            | \$329             | \$339             |  |
| JAX | Jacksonville           | \$888            | \$351          | \$433            | \$625             | \$562             | \$537                      | \$455            | \$263             | \$326             |  |
| MCI | Kansas City            | \$1,079          | \$484          | \$441            | \$776             | \$704             | \$595                      | \$638            | \$303             | \$375             |  |
| LAS | Las Vegas              | \$862            | \$600          | \$689            | \$969             | \$893             | \$262                      | \$173            | (\$107)           | (\$31)            |  |
| LAX | Los Angeles            | \$1,295          | \$575          | \$831            | \$1,019           | \$1,043           | \$720                      | \$464            | \$276             | \$252             |  |
| MHT | Manchester             | \$702            | \$569          | \$347            | \$678             | \$704             | \$133                      | \$355            | \$24              | (\$2)             |  |
| MEM | Memphis                | \$1,021          | \$535          | \$425            | \$922             | \$606             | \$486                      | \$596            | \$99              | \$415             |  |
| MIA | Miami                  | \$654            | \$629          | \$433            | \$669             | \$704             | \$25                       | \$221            | (\$15)            | (\$50)            |  |
| MKE | Milwaukee              | \$1,204          | \$494          | \$441            | \$665             | \$704             | \$710                      | \$763            | \$539             | \$500             |  |
| MSP | Minneapolis/Saint Paul | \$1,026          | \$541          | \$1,243          | \$849             | \$704             | \$485                      | (\$217)          | \$177             | \$322             |  |
| BNA | Nashville              | \$504            | \$458          | \$561            | \$509             | \$560             | \$46                       | (\$57)           | (\$5)             | (\$56)            |  |
| MSY | New Orleans            | \$668            | \$490          | \$441            | \$693             | \$704             | \$178                      | \$227            | (\$25)            | (\$36)            |  |

|     |                    |         |       |         |         |       |         |         |         |         |
|-----|--------------------|---------|-------|---------|---------|-------|---------|---------|---------|---------|
| LGA | New York           | \$502   | \$525 | \$662   | \$387   | \$704 | (\$23)  | (\$160) | \$115   | (\$202) |
| EWR | Newark             | \$437   | \$528 | \$517   | \$431   | \$704 | (\$91)  | (\$80)  | \$6     | (\$267) |
| MCO | Orlando            | \$756   | \$566 | \$459   | \$554   | \$704 | \$190   | \$297   | \$202   | \$52    |
| PHL | Philadelphia       | \$462   | \$700 | \$433   | \$430   | \$562 | (\$238) | \$29    | \$32    | (\$100) |
| PHX | Phoenix            | \$882   | \$799 | \$1,034 | \$945   | \$893 | \$83    | (\$152) | (\$63)  | (\$11)  |
| PIT | Pittsburgh         | \$602   | \$525 | \$423   | \$577   | \$562 | \$77    | \$179   | \$25    | \$40    |
| PDX | Portland           | \$1,206 | \$633 | \$565   | \$1,003 | \$993 | \$573   | \$641   | \$203   | \$213   |
| PVD | Providence         | \$698   | \$565 | \$349   | \$705   | \$704 | \$133   | \$349   | (\$7)   | (\$6)   |
| RDU | Raleigh/Durham     | \$718   | \$472 | \$468   | \$639   | \$562 | \$246   | \$250   | \$79    | \$156   |
| RIC | Richmond           | \$606   | \$493 | \$423   | \$719   | \$562 | \$113   | \$183   | (\$113) | \$44    |
| STL | Saint Louis        | \$606   | \$512 | \$437   | \$636   | \$562 | \$94    | \$169   | (\$30)  | \$44    |
| SLC | Salt Lake City     | \$1,201 | \$528 | \$780   | \$925   | \$893 | \$673   | \$421   | \$276   | \$308   |
| SAT | San Antonio        | \$702   | \$586 | \$465   | \$881   | \$711 | \$116   | \$237   | (\$179) | (\$9)   |
| SAN | San Diego          | \$862   | \$513 | \$734   | \$985   | \$893 | \$349   | \$128   | (\$123) | (\$31)  |
| SFO | San Francisco      | \$1,286 | \$679 | \$700   | \$1,033 | \$993 | \$607   | \$586   | \$253   | \$293   |
| SRQ | Sarasota/Bradenton | \$748   | \$402 | \$454   | \$697   | \$704 | \$346   | \$294   | \$51    | \$44    |
| SEA | Seattle            | \$1,206 | \$691 | \$801   | \$1,003 | \$563 | \$515   | \$405   | \$203   | \$643   |
| SYR | Syracuse           | \$668   | \$588 | \$443   | \$872   | \$704 | \$80    | \$225   | (\$204) | (\$36)  |
| TPA | Tampa              | \$728   | \$378 | \$455   | \$637   | \$704 | \$350   | \$273   | \$91    | \$24    |
| YYZ | Toronto            | \$748   | \$979 | \$898   | \$642   | \$705 | (\$231) | (\$150) | \$106   | \$43    |
| DCA | Washington DC      | \$906   | \$349 | \$891   | \$324   | \$562 | \$557   | \$15    | \$582   | \$344   |
| IAD | Washington DC      | \$903   | \$422 | \$875   | \$505   | \$562 | \$481   | \$28    | \$398   | \$341   |
| PBI | West Palm Beach    | \$668   | \$454 | \$433   | \$680   | \$704 | \$214   | \$235   | (\$12)  | (\$36)  |

\$263      \$212      \$95      \$104

**Average Fare difference**

\*These sample airfares were available 8/1/14, based on a 0 day advance purchase and a 3 day stay. Other restrictions may apply. To obtain the most up-to-date pricing information for your travel needs, please contact your travel agent or visit specific airline or airline booking websites. Airfares are subject to change without notice - and lower airfares are often not available on all dates. Please see our "Low Fares" section on our web site for any last minute airfare specials.

**Blue highlighted numbers represent fare differentials in excess of \$35 for GSP, \$70 for CLT, \$100 for ATL, and \$35 for TRI.**

Schedule Weekly Summary Report for all nonstop Passenger (All) flights from AVL for travel August 2014 vs. August 2013

| Mktg AI | Travel Period |      |       |          | Aug 2014 |          | Aug 2013 |          | Diff  |          | Percent Diff |  |
|---------|---------------|------|-------|----------|----------|----------|----------|----------|-------|----------|--------------|--|
|         | Orig          | Dest | Miles | Ops/Week | Seats    | Ops/Week | Seats    | Ops/Week | Seats | Ops/Week | Seats        |  |
| DL      | ATL           | AVL  | 164   | 48       | 3,176    | 59       | 3,440    | (11)     | (264) | (18.6%)  | (7.7%)       |  |
| DL      | AVL           | ATL  | 164   | 48       | 3,249    | 59       | 3,440    | (11)     | (191) | (18.6%)  | (5.6%)       |  |
| DL      | AVL           | DTW  | 470   | 7        | 350      | 14       | 700      | (7)      | (350) | (50.0%)  | (50.0%)      |  |
| DL      | AVL           | LGA  | 599   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| DL      | DTW           | AVL  | 470   | 7        | 350      | 14       | 700      | (7)      | (350) | (50.0%)  | (50.0%)      |  |
| DL      | LGA           | AVL  | 599   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | AVL           | FLL  | 660   | 2        | 332      | 2        | 332      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | AVL           | PBI  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | AVL           | PGD  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | AVL           | PIE  | 518   | 3        | 531      | 1        | 166      | 2        | 365   | 200.0%   | 219.9%       |  |
| G4      | AVL           | SFB  | 465   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| G4      | FLL           | AVL  | 660   | 2        | 332      | 2        | 332      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | PBI           | AVL  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | PGD           | AVL  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | PIE           | AVL  | 518   | 3        | 531      | 1        | 166      | 2        | 365   | 200.0%   | 219.9%       |  |
| G4      | SFB           | AVL  | 465   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| UA      | AVL           | EWR  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | AVL           | ORD  | 536   | 23       | 1,150    | 16       | 800      | 7        | 350   | 43.8%    | 43.8%        |  |
| UA      | EWR           | AVL  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | ORD           | AVL  | 536   | 23       | 1,150    | 16       | 800      | 7        | 350   | 43.8%    | 43.8%        |  |
| US      | AVL           | CLT  | 92    | 48       | 2,753    | 63       | 3,477    | (15)     | (724) | (23.8%)  | (20.8%)      |  |
| US      | CLT           | AVL  | 92    | 48       | 2,753    | 63       | 3,477    | (15)     | (724) | (23.8%)  | (20.8%)      |  |
| TOTAL   |               |      |       | 302      | 20,137   | 342      | 19,894   | (40)     | 243   | (11.7%)  | 1.2%         |  |

Schedule Weekly Summary Report for all nonstop Passenger (All) flights from AVL for travel September 2014 vs. September 2013

| Mktg AI | Travel Period |      |       |          | Sep 2014 |          | Sep 2013 |          | Diff  |          | Percent Diff |  |
|---------|---------------|------|-------|----------|----------|----------|----------|----------|-------|----------|--------------|--|
|         | Orig          | Dest | Miles | Ops/Week | Seats    | Ops/Week | Seats    | Ops/Week | Seats | Ops/Week | Seats        |  |
| DL      | ATL           | AVL  | 164   | 41       | 3,072    | 51       | 3,040    | (10)     | 32    | (19.6%)  | 1.1%         |  |
| DL      | AVL           | ATL  | 164   | 41       | 3,046    | 51       | 3,040    | (10)     | 6     | (19.6%)  | 0.2%         |  |
| DL      | AVL           | DTW  | 470   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| DL      | DTW           | AVL  | 470   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | AVL           | FLL  | 660   | 2        | 332      | 2        | 332      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | AVL           | PBI  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | AVL           | PGD  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | AVL           | PIE  | 518   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| G4      | AVL           | SFB  | 465   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| G4      | FLL           | AVL  | 660   | 2        | 332      | 2        | 332      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | PBI           | AVL  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | PGD           | AVL  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | PIE           | AVL  | 518   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| G4      | SFB           | AVL  | 465   | 2        | 354      | 2        | 332      | 0        | 22    | 0.0%     | 6.6%         |  |
| UA      | AVL           | EWR  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | AVL           | ORD  | 536   | 23       | 1,150    | 16       | 800      | 7        | 350   | 43.8%    | 43.8%        |  |
| UA      | EWR           | AVL  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | ORD           | AVL  | 536   | 23       | 1,150    | 16       | 800      | 7        | 350   | 43.8%    | 43.8%        |  |
| US      | AVL           | CLT  | 92    | 47       | 2,953    | 52       | 3,011    | (5)      | (58)  | (9.6%)   | (1.9%)       |  |
| US      | CLT           | AVL  | 92    | 47       | 2,953    | 52       | 3,011    | (5)      | (58)  | (9.6%)   | (1.9%)       |  |
| TOTAL   |               |      |       | 270      | 19,176   | 278      | 17,094   | (8)      | 2,082 | (2.9%)   | 12.2%        |  |

Schedule Weekly Summary Report for all nonstop Passenger (All) flights from AVL for travel October 2014 vs. October 2013

| Mktg AI | Travel Period |      |       |          | Oct 2014 |          | Oct 2013 |          | Diff  |          | Percent Diff |  |
|---------|---------------|------|-------|----------|----------|----------|----------|----------|-------|----------|--------------|--|
|         | Orig          | Dest | Miles | Ops/Week | Seats    | Ops/Week | Seats    | Ops/Week | Seats | Ops/Week | Seats        |  |
| DL      | ATL           | AVL  | 164   | 40       | 3,218    | 49       | 3,044    | (9)      | 174   | (18.4%)  | 5.7%         |  |
| DL      | AVL           | ATL  | 164   | 40       | 3,218    | 49       | 3,044    | (9)      | 174   | (18.4%)  | 5.7%         |  |
| DL      | AVL           | DTW  | 470   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| DL      | DTW           | AVL  | 470   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| G4      | AVL           | FLL  | 660   | 3        | 498      | 2        | 332      | 1        | 166   | 50.0%    | 50.0%        |  |
| G4      | AVL           | PBI  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | AVL           | PGD  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | AVL           | PIE  | 518   | 4        | 708      | 3        | 498      | 1        | 210   | 33.3%    | 42.2%        |  |
| G4      | AVL           | SFB  | 465   | 4        | 686      | 2        | 332      | 2        | 354   | 100.0%   | 106.6%       |  |
| G4      | FLL           | AVL  | 660   | 3        | 498      | 2        | 332      | 1        | 166   | 50.0%    | 50.0%        |  |
| G4      | PBI           | AVL  | 620   | 2        | 354      | 0        | 0        | 2        | 354   |          |              |  |
| G4      | PGD           | AVL  | 588   | 2        | 332      | 0        | 0        | 2        | 332   |          |              |  |
| G4      | PIE           | AVL  | 518   | 4        | 708      | 3        | 498      | 1        | 210   | 33.3%    | 42.2%        |  |
| G4      | SFB           | AVL  | 465   | 4        | 686      | 2        | 332      | 2        | 354   | 100.0%   | 106.6%       |  |
| UA      | AVL           | EWR  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | AVL           | ORD  | 536   | 23       | 1,150    | 14       | 700      | 9        | 450   | 64.3%    | 64.3%        |  |
| UA      | EWR           | AVL  | 583   | 7        | 350      | 7        | 350      | 0        | 0     | 0.0%     | 0.0%         |  |
| UA      | ORD           | AVL  | 536   | 23       | 1,150    | 14       | 700      | 9        | 450   | 64.3%    | 64.3%        |  |
| US      | AVL           | CLT  | 92    | 54       | 3,269    | 54       | 3,226    | 0        | 43    | 0.0%     | 1.3%         |  |
| US      | CLT           | AVL  | 92    | 54       | 3,269    | 54       | 3,226    | 0        | 43    | 0.0%     | 1.3%         |  |
| TOTAL   |               |      |       | 292      | 21,830   | 276      | 17,664   | 16       | 4,166 | 5.8%     | 23.6%        |  |



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## MEMORANDUM

TO: Members of the Airport Authority  
FROM: Vickie Thomas, Director of Finance & Accounting  
DATE: August 8, 2014

### ITEM DESCRIPTION – Information Section Item B

Asheville Regional Airport – Explanation of Extraordinary Variances  
Month of June, 2014 (Month 12 of FY2014)

#### SUMMARY

Operating Revenues for the month of June were \$902,632, 18.23% over budget. Operating Expenses for the month were \$826,671, 7.99% under budget. As a result, Net Operating Revenues before Depreciation were \$210,960 over budget. Net Non-Operating Revenues were \$278,819, 42.77% over budget.

Year-to-date Operating Revenues were \$8,948,320, 8.74% over budget. Year-to-date Operating Expenses were \$6,908,034, 13.98% below budget. Year-to-date Net Operating Revenues before Depreciation were \$1,841,774 over budget. Net Non-Operating Revenues for the year were \$2,494,527, 29.09% over budget.

#### REVENUES

Significant variations to budget for June were:

|                            |          |        |  |
|----------------------------|----------|--------|--|
| Concessions                | \$13,470 | 49.78% | Paradies hit threshold to earn 8% in June.                                     |
| Auto Parking               | \$41,108 | 18.43% | Enplanements over budget.  |
| Rental Car-Car Rentals     | \$62,807 | 55.15% | Concessions earned contract year 6 (due to lowered minimum annual guarantees). |
| Customer Facility Charges  | \$28,621 | 30.45% | Enplanements over budget & CFCs budgeted conservatively.                       |
| Passenger Facility Charges | \$54,646 | 49.68% | Enplanements over budget.  |

Information Section – Item B





## **EXPENSES**

Significant variations to budget for June were:

|                                 |             |          |  |
|---------------------------------|-------------|----------|--|
| Personnel Services              | (\$146,809) | (29.65%) | 4 FTE vacant positions, refund of excess FY13 medical premiums & lower than budgeted increases in Accrued Sick & Vacation due to turnover and later than budgeted new hires. |
| Professional Services           | \$18,297    | 191.21%  | Timing of Professional Services spending.  |
| Other Contractual Services      | \$17,371    | 35.76%   | Temporary Help higher than budget due to vacant positions and Parking Management costs higher due to higher enplanements and parking revenues.                               |
| Advertising, Printing & Binding | \$24,988    | 64.58%   | Timing of Advertising spending.  |
| Operating Supplies              | \$13,069    | 74.18%   | Timing of Operating Supplies spending.   |
| Business Development            | \$17,774    | 10.92%   | Timing of Allegiant advertising billings.  |

## **STATEMENT OF NET ASSETS**

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$1,183k due to receipt of FAA AIP-42 grant funds for the ARFF Facility project in June.

Grants Receivable – Grants Receivable decreased by \$888k due to the receipt of FAA AIP-42 grant funds for the ARFF Facility project being partially offset by June's grant-eligible capital spending.

Construction in Progress – Construction in Progress increased by \$1,477k mainly due to spending on the Airfield Redevelopment and the ARFF Facility projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$398k of current month's depreciation.

Accounts Payable & Accrued Liabilities – Accounts Payable & Accrued Liabilities increased by \$546k mainly due to spending on the Airfield Redevelopment project.

**ASHEVILLE REGIONAL AIRPORT  
INVESTMENT AND INTEREST INCOME SUMMARY  
As of June 30, 2014**

| <b><u>Institution:</u></b>                   | <b><u>Interest<br/>Rate</u></b> | <b><u>Investment<br/>Amount</u></b> | <b><u>Monthly<br/>Interest</u></b> |
|--|---------------------------------|-------------------------------------|------------------------------------|
| Bank of America - Operating Account          | 0.20%                           | \$ 7,641,906                        | 1,098                              |
| First Citizens - Money Market Account        | 0.05%                           | 6,383,618                           | 262                                |
| NC Capital Management Trust - Cash Portfolio |                                 | 17,172                              | 0                                  |
| NC Capital Management Trust - Term Portfolio |                                 | 3,010,365                           | 244                                |
| Petty Cash                                   |                                 | 200                                 |                                    |
| <br><b><u>Restricted Cash:</u></b>           |                                 |                                     |                                    |
| Wells Fargo - CFC Revenue Account            | 0.00%                           | 298,716                             | 0                                  |
| Bank of America - PFC Revenue Account        | 0.20%                           | 2,059,474                           | 323                                |
| <br><b>Total</b>                             |                                 | <br><b><u>\$ 19,411,451</u></b>     | <br><b><u>\$ 1,927</u></b>         |

**Investment Diversification:**

|                             |                    |
|-----------------------------|--------------------|
| Banks                       | 84%                |
| NC Capital Management Trust | 16%                |
| Commercial Paper            | 0%                 |
| Federal Agencies            | 0%                 |
| US Treasuries               | 0%                 |
|                             | <b><u>100%</u></b> |

**ASHEVILLE REGIONAL AIRPORT**  
**STATEMENT OF CHANGES IN FINANCIAL POSITION**  
**For the Month Ended June 30, 2014**

|   | <u>Current<br/>Month</u>    | <u>Prior<br/>Period</u>     |
|---|-----------------------------|-----------------------------|
| <b>Cash and Investments Beginning of Period</b> | <b>\$ 18,228,224</b>        | <b>\$ 17,216,294</b>        |
| Net Income/(Loss) Before Capital Contributions  | (43,466)                    | 21,255                      |
| Depreciation                                    | 398,246                     | 398,246                     |
| Decrease/(Increase) in Receivables              | 848,978                     | 571,837                     |
| Increase/(Decrease) in Payables                 | 782,997                     | 67,935                      |
| Decrease/(Increase) in Prepaid Expenses         | 16,354                      | 17,168                      |
| Decrease/(Increase) in Fixed Assets             | (1,476,630)                 | (628,304)                   |
| Principal Payments of Bond Maturities           | (41,860)                    | (41,659)                    |
| Capital Contributions                           | 698,609                     | 605,453                     |
| <b>Increase(Decrease) in Cash</b>               | <b><u>1,183,228</u></b>     | <b><u>1,011,930</u></b>     |
| <b>Cash and Investments End of Period</b>       | <b><u>\$ 19,411,451</u></b> | <b><u>\$ 18,228,224</u></b> |

**Asheville Regional Airport**  
**Detailed Statement of Revenue, Expenses and Changes in Net Assets**

**For the Month Ending June 30, 2014**

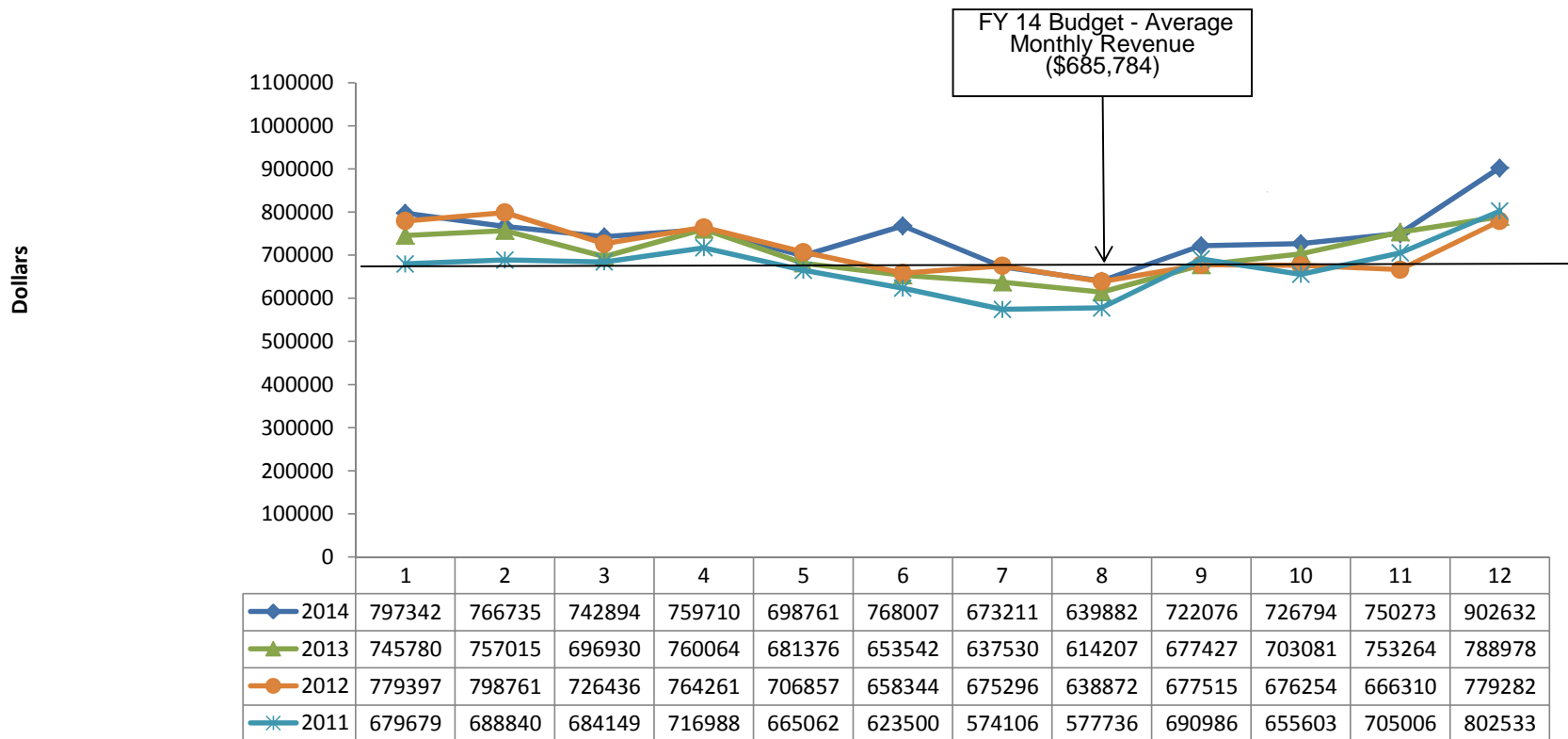
|   | <u>Current Month<br/>Actual</u> | <u>Current Month<br/>Budget</u> | <u>Variance \$</u> | <u>Variance %</u> | <u>YTD<br/>Actual</u> | <u>YTD<br/>Budget</u> | <u>Variance \$</u>   | <u>Variance %</u> | <u>Annual<br/>Budget</u> |
|---|---------------------------------|---------------------------------|--------------------|-------------------|-----------------------|-----------------------|----------------------|-------------------|--------------------------|
| <b>Operating Revenue:</b>                 |                                 |                                 |                    |                   |                       |                       |                      |                   |                          |
| Terminal Space Rentals - Non Airline      | \$17,861                        | \$17,860                        | \$1                | 0.01%             | \$213,411             | \$213,411             | \$0                  | 0.00%             | \$213,411                |
| Terminal Space Rentals - Airline          | 127,177                         | 119,469                         | 7,708              | 6.45%             | 1,273,798             | 1,240,000             | 33,798               | 2.73%             | 1,240,000                |
| Concessions                               | 40,528                          | 27,058                          | 13,470             | 49.78%            | 275,866               | 249,915               | 25,951               | 10.38%            | 249,915                  |
| Auto Parking                              | 264,108                         | 223,000                         | 41,108             | 18.43%            | 2,821,128             | 2,371,000             | 450,128              | 18.98%            | 2,371,000                |
| Rental Car - Car Rentals                  | 176,689                         | 113,882                         | 62,807             | 55.15%            | 1,429,895             | 1,373,510             | 56,385               | 4.11%             | 1,373,510                |
| Rental Car - Facility Rent                | 51,868                          | 51,261                          | 607                | 1.18%             | 592,870               | 592,179               | 691                  | 0.12%             | 592,179                  |
| Commercial Ground Transportation          | 21,883                          | 19,000                          | 2,883              | 15.17%            | 46,626                | 36,900                | 9,726                | 26.36%            | 36,900                   |
| Landing Fees                              | 56,964                          | 54,663                          | 2,301              | 4.21%             | 632,917               | 548,000               | 84,917               | 15.50%            | 548,000                  |
| FBO'S                                     | 83,676                          | 82,120                          | 1,556              | 1.89%             | 969,685               | 966,739               | 2,946                | 0.30%             | 966,739                  |
| Building Leases                           | 14,344                          | 11,482                          | 2,862              | 24.93%            | 151,151               | 137,751               | 13,400               | 9.73%             | 137,751                  |
| Land Leases                               | 2,129                           | 2,103                           | 26                 | 1.24%             | 25,425                | 25,208                | 217                  | 0.86%             | 25,208                   |
| Other Leases/Fees                         | 45,405                          | 41,528                          | 3,877              | 9.34%             | 515,548               | 474,800               | 40,748               | 8.58%             | 474,800                  |
| <b>Total Operating Revenue</b>            | <b>\$902,632</b>                | <b>\$763,426</b>                | <b>\$139,206</b>   | <b>18.23%</b>     | <b>\$8,948,320</b>    | <b>\$8,229,413</b>    | <b>\$718,907</b>     | <b>8.74%</b>      | <b>\$8,229,413</b>       |
| <b>Operating Expenses:</b>                |                                 |                                 |                    |                   |                       |                       |                      |                   |                          |
| Personnel Services                        | \$348,385                       | \$495,194                       | (\$146,809)        | (29.65%)          | \$4,020,005           | \$4,539,007           | (\$519,002)          | (11.43%)          | \$4,539,007              |
| Professional Services                     | 27,866                          | 9,569                           | 18,297             | 191.21%           | 196,504               | 267,178               | (70,674)             | (26.45%)          | 267,178                  |
| Accounting & Auditing                     | -                               | 2,450                           | (2,450)            | (100.00%)         | 12,550                | 15,000                | (2,450)              | (16.33%)          | 15,000                   |
| Other Contractual Services                | 65,947                          | 48,576                          | 17,371             | 35.76%            | 663,241               | 655,454               | 7,787                | 1.19%             | 655,454                  |
| Travel & Training                         | 17,800                          | 13,495                          | 4,305              | 31.90%            | 117,675               | 159,035               | (41,360)             | (26.01%)          | 159,035                  |
| Communications & Freight                  | 6,825                           | 6,689                           | 136                | 2.03%             | 69,266                | 80,323                | (11,057)             | (13.77%)          | 80,323                   |
| Utility Services                          | 36,481                          | 39,546                          | (3,065)            | (7.75%)           | 402,969               | 432,015               | (29,046)             | (6.72%)           | 432,015                  |
| Rentals & Leases                          | 946                             | 1,030                           | (84)               | (8.16%)           | 11,663                | 12,316                | (653)                | (5.30%)           | 12,316                   |
| Insurance                                 | 15,884                          | 19,125                          | (3,241)            | (16.95%)          | 191,569               | 229,500               | (37,931)             | (16.53%)          | 229,500                  |
| Repairs & Maintenance                     | 20,849                          | 21,022                          | (173)              | (0.82%)           | 183,420               | 339,682               | (156,262)            | (46.00%)          | 339,682                  |
| Advertising, Printing & Binding           | 63,684                          | 38,696                          | 24,988             | 64.58%            | 193,118               | 207,800               | (14,682)             | (7.07%)           | 207,800                  |
| Promotional Activities                    | 2,176                           | 5,425                           | (3,249)            | (59.89%)          | 92,525                | 109,725               | (17,200)             | (15.68%)          | 109,725                  |
| Other Current Charges & Obligations       | 7,259                           | 5,898                           | 1,361              | 23.08%            | 78,040                | 80,000                | (1,960)              | (2.45%)           | 80,000                   |
| Office Supplies                           | 1,143                           | 1,000                           | 143                | 14.30%            | 7,627                 | 12,000                | (4,373)              | (36.44%)          | 12,000                   |
| Operating Supplies                        | 30,687                          | 17,618                          | 13,069             | 74.18%            | 239,990               | 297,777               | (57,787)             | (19.41%)          | 297,777                  |
| Books, Publications, Subscriptions & Meml | 215                             | 1,342                           | (1,127)            | (83.98%)          | 27,087                | 43,782                | (16,695)             | (38.13%)          | 43,782                   |
| Contingency                               | 0                               | 0                               | -                  | 0.00%             | 0                     | 4,307                 | (4,307)              | (100.00%)         | 4,307                    |
| Emergency Repair                          | -                               | 9,000                           | (9,000)            | (100.00%)         | 5,429                 | 90,000                | (84,571)             | (93.97%)          | 90,000                   |
| Business Development                      | 180,524                         | 162,750                         | 17,774             | 10.92%            | 395,356               | 456,000               | (60,644)             | (13.30%)          | 456,000                  |
| <b>Total Operating Expenses</b>           | <b>\$826,671</b>                | <b>\$898,425</b>                | <b>(\$71,754)</b>  | <b>(7.99%)</b>    | <b>\$6,908,034</b>    | <b>\$8,030,901</b>    | <b>(\$1,122,867)</b> | <b>(13.98%)</b>   | <b>\$8,030,901</b>       |

|   |                         |                        |                         |                       |                           |                           |                           |                       |                           |
|---|-------------------------|------------------------|-------------------------|-----------------------|---------------------------|---------------------------|---------------------------|-----------------------|---------------------------|
| <b>Operating Revenue before Depreciation</b>                            | \$75,961                | (\$134,999)            | \$210,960               | (156.27%)             | \$2,040,286               | \$198,512                 | \$1,841,774               | 927.79%               | \$198,512                 |
| Depreciation  | <u>398,246</u>          | <u>-</u>               | <u>398,246</u>          | <u>100.00%</u>        | <u>4,778,952</u>          | <u>-</u>                  | <u>4,778,952</u>          | <u>100.00%</u>        | <u>-</u>                  |
| <b>Operating Income(Loss) Before Non-Operating Revenue and Expenses</b> | (\$322,285)             | (\$134,999)            | (\$187,286)             | 138.73%               | (\$2,738,666)             | \$198,512                 | (\$2,937,178)             | (1,479.60%)           | \$198,512                 |
| <b>Non-Operating Revenue and Expense</b>                                |                         |                        |                         |                       |                           |                           |                           |                       |                           |
| Customer Facility Charges   | \$122,621               | \$94,000               | \$28,621                | 30.45%                | \$1,163,637               | \$900,000                 | \$263,637                 | 29.29%                | \$ 900,000                |
| Passenger Facility Charges  | 164,646                 | 110,000                | 54,646                  | 49.68%                | 1,444,951                 | 1,150,000                 | 294,951                   | 25.65%                | 1,150,000                 |
| Interest Revenue  | 1,927                   | 1,674                  | 253                     | 15.11%                | 23,493                    | 20,000                    | 3,493                     | 17.47%                | 20,000                    |
| Interest Expense  | (10,375)                | (10,376)               | 1                       | (0.01%)               | (137,554)                 | (137,554)                 | -                         | 0.00%                 | (137,554)                 |
| Reimbursable Cost Revenues  | 26,647                  | 29,174                 | (2,527)                 | (8.66%)               | 148,640                   | 350,000                   | (201,360)                 | (57.53%)              | 350,000                   |
| Reimbursable Cost Expenses  | (26,647)                | (29,174)               | 2,527                   | (8.66%)               | (148,640)                 | (350,000)                 | 201,360                   | (57.53%)              | (350,000)                 |
| Gain/Loss on Disposal of Assets   | <u>0</u>                | <u>0</u>               | <u>-</u>                | <u>0.00%</u>          | <u>0</u>                  | <u>0</u>                  | <u>-</u>                  | <u>0.00%</u>          |                           |
| <b>Non-Operating Revenue-Net</b>  | \$278,819               | \$195,298              | \$83,521                | 42.77%                | \$2,494,527               | \$1,932,446               | \$562,081                 | 29.09%                | \$1,932,446               |
| <b>Income (Loss) Before Capital Contributions</b>                       | <u>(\$43,466)</u>       | <u>\$60,299</u>        | <u>(\$103,765)</u>      | <u>(172.08%)</u>      | <u>(\$244,139)</u>        | <u>\$2,130,958</u>        | <u>(\$2,375,097)</u>      | <u>(111.46%)</u>      | <u>\$2,130,958</u>        |
| <b>Capital Contributions</b>  | <u>\$698,609</u>        | <u>\$0</u>             | <u>\$698,609</u>        | <u>100.00%</u>        | <u>\$5,527,537</u>        | <u>\$0</u>                | <u>\$5,527,537</u>        | <u>100.00%</u>        | <u>\$0</u>                |
| <b>Increase in Net Assets</b>   | <u><u>\$655,143</u></u> | <u><u>\$60,299</u></u> | <u><u>\$594,844</u></u> | <u><u>986.49%</u></u> | <u><u>\$5,283,398</u></u> | <u><u>\$2,130,958</u></u> | <u><u>\$3,152,440</u></u> | <u><u>147.94%</u></u> | <u><u>\$2,130,958</u></u> |

**ASHEVILLE REGIONAL AIRPORT**  
**STATEMENT OF FINANCIAL POSITION**  
As of June 30, 2014

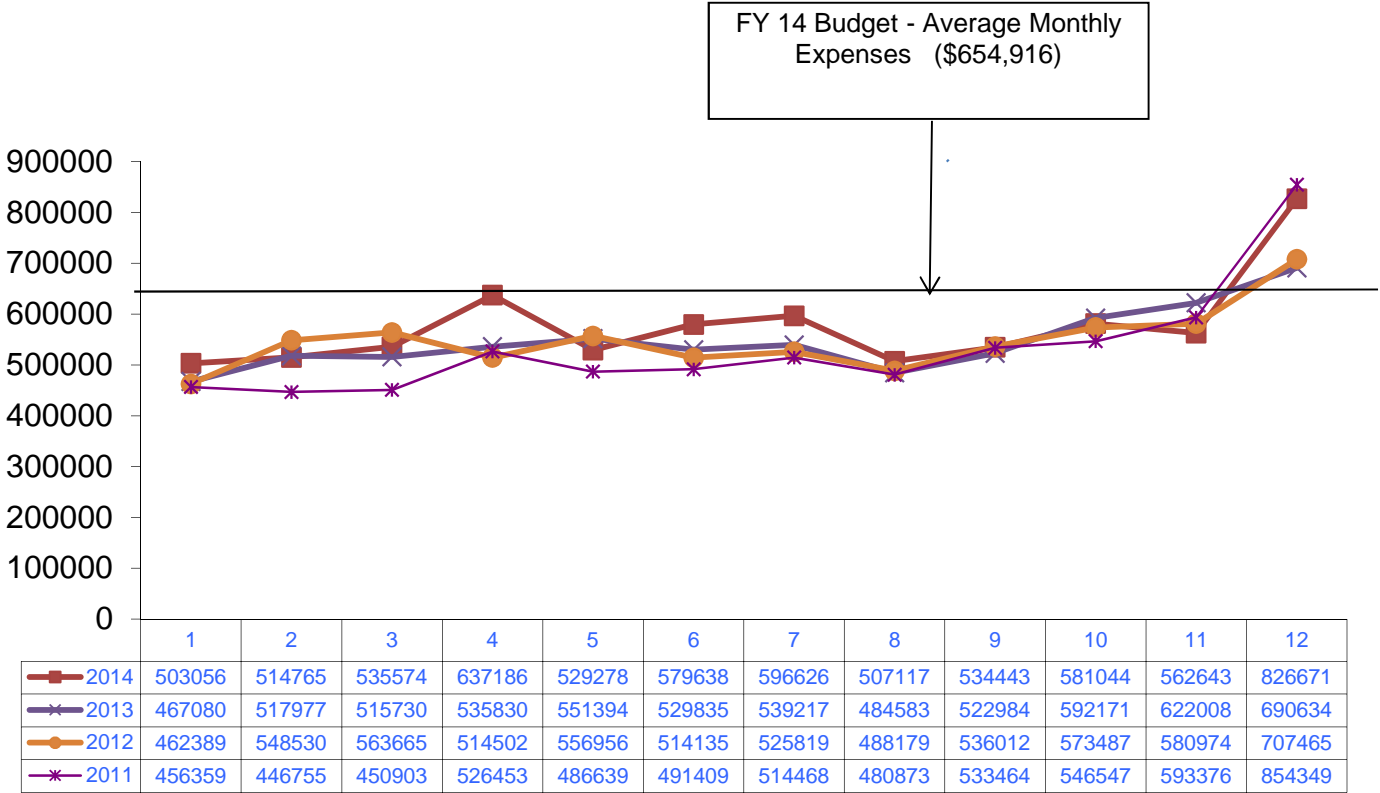
|   | <b>Current<br/>Month</b> | <b>Last<br/>Month</b> |
|---|--------------------------|-----------------------|
| <b><u>ASSETS</u></b>                                    |                          |                       |
| <b>Current Assets:</b>                                  |                          |                       |
| <b>Unrestricted Net Assets:</b>                         |                          |                       |
| Cash and Cash Equivalents                               | \$17,053,261             | \$16,123,277          |
| Accounts Receivable                                     | 533,914                  | 486,879               |
| Passenger Facility Charges Receivable                   | 174,000                  | 214,000               |
| Refundable Sales Tax Receivable                         | 133,619                  | 101,620               |
| Grants Receivable                                       | 1,985,472                | 2,873,484             |
| Prepaid Expenses  | 1,630                    | 17,984                |
| Total Unrestricted Assets                               | 19,881,896               | 19,817,244            |
| <b>Restricted Assets:</b>                               |                          |                       |
| Cash and Cash Equivalents                               | 2,358,190                | 2,104,947             |
| Total Restricted Assets                                 | 2,358,190                | 2,104,947             |
| Total Current Assets                                    | 22,240,086               | 21,922,191            |
| <b>Noncurrent Assets:</b>                               |                          |                       |
| Construction in Progress                                | 8,809,454                | 7,332,824             |
| Property and Equipment - Net                            | 58,272,579               | 58,670,825            |
| Total Noncurrent Assets                                 | 67,082,033               | 66,003,649            |
|   | \$89,322,119             | \$87,925,840          |
| <b><u>LIABILITIES AND NET ASSETS</u></b>                |                          |                       |
| <b>Current Liabilities:</b>                             |                          |                       |
| <b>Payable from Unrestricted Assets:</b>                |                          |                       |
| Accounts Payable & Accrued Liabilities                  | \$1,706,718              | \$1,160,630           |
| Customer Deposits                                       | 10,425                   | 10,425                |
| Unearned Revenue  | 166,511                  | 163,095               |
| Construction Contract Retainages                        | 211,456                  | 0                     |
| Revenue Bond Payable - Current                          | 518,361                  | 515,872               |
| Total Payable from Unrestricted Assets                  | 2,613,471                | 1,850,022             |
| Total Current Liabilities                               | 2,613,471                | 1,850,022             |
| <b>Noncurrent Liabilities:</b>                          |                          |                       |
| Other Postemployment Benefits                           | 852,101                  | 852,101               |
| Compensated Absences                                    | 401,620                  | 379,579               |
| Net Pension Obligation-LEO Special Separation Allowance | (37,547)                 | (37,547)              |
| Revenue Bond Payable - Noncurrent                       | 1,589,996                | 1,634,346             |
| Total Noncurrent Liabilities                            | 2,806,170                | 2,828,479             |
| Total Liabilities                                       | 5,419,641                | 4,678,501             |
| <b>Net Assets:</b>                                      |                          |                       |
| Invested in Capital Assets                              | 64,973,676               | 63,853,431            |
| Restricted  | 2,358,190                | 2,104,947             |
| Unrestricted  | 16,570,612               | 17,288,961            |
| Total Net Assets  | 83,902,478               | 83,247,339            |
|   | \$89,322,119             | \$87,925,840          |

# ASHEVILLE REGIONAL AIRPORT Annual Operating Revenue by Month June 2014



# ASHEVILLE REGIONAL AIRPORT Annual Operating Expenses by Month June 2014

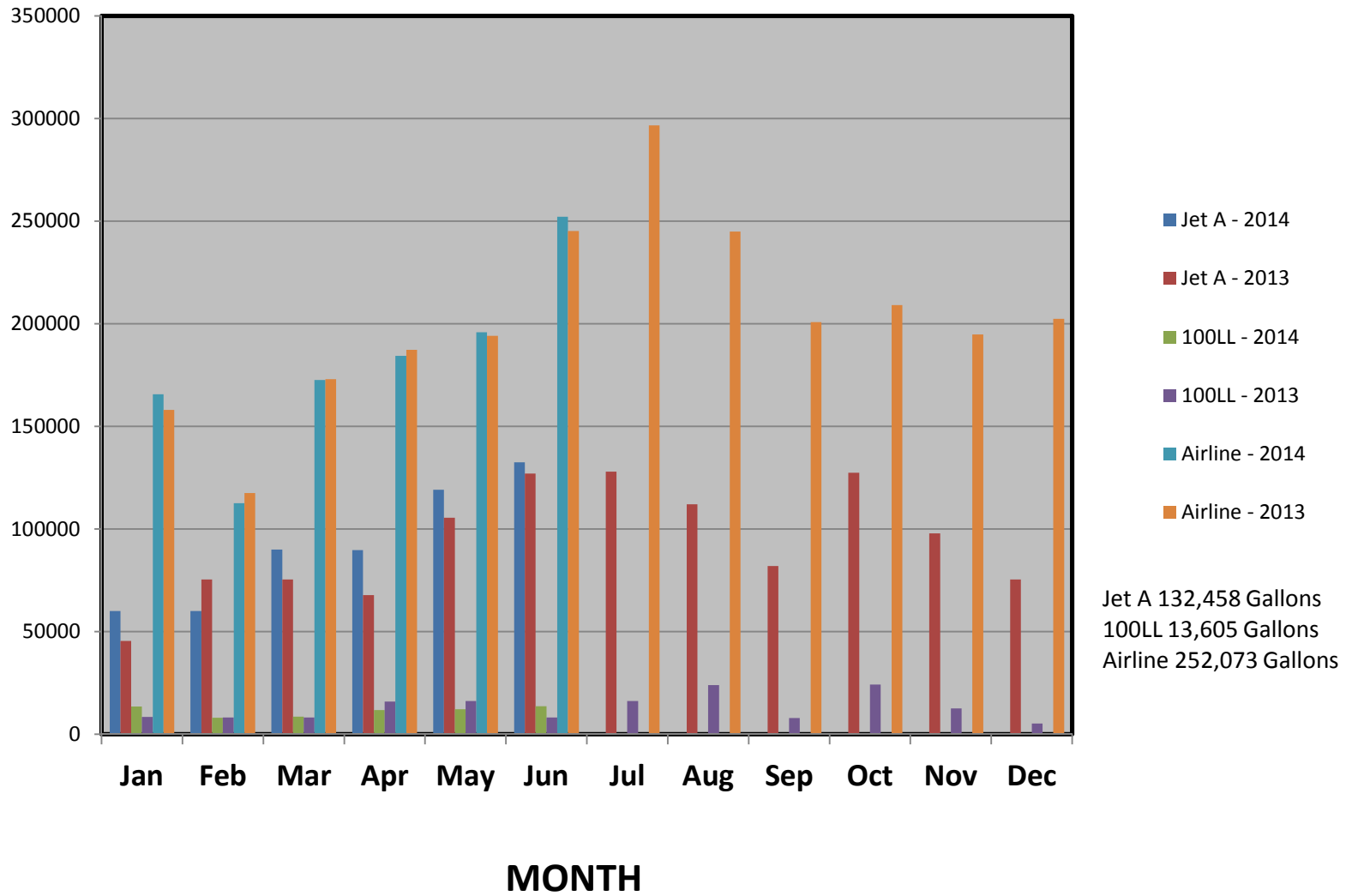
Dollars





**ASHEVILLE REGIONAL AIRPORT  
FUEL SALES - GALLONS  
June 2014**

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| Design Phase   |                                 |  |                                  |                                |                    |                                |                                |                              |   |                  |                                   |            |          |  |
|----------------|---------------------------------|--|----------------------------------|--------------------------------|--------------------|--------------------------------|--------------------------------|------------------------------|---|------------------|-----------------------------------|------------|----------|--|
| Project Number | Project Name                    | Project Description                                | Professional Services Consultant | Professional Services Contract | General Contractor | Original Construction Contract | Change Orders (thru 7/31/2014) | Percent of Original Contract | Board Approved Project Cost                     | Percent Complete | Expensed to Date (thru 7/31/2014) | Start Date | End Date | Current Project Status (as of 7/31/2014)   |
| 1              | Airfield Re-Development Project | Budget for the complete project                    |                                  |                                |                    |                                |                                |                              | \$64,000,000.00                                 | 3.8%             | \$2,601,800.40                    |            |          | All Engineer contracts and expenses will be inclusive of budget.   |
| 1A             | Airfield Re-Development Project | Phase I - Design Services                          | RS&H                             | \$447,983.00                   | N/A                | N/A                            | \$0.00                         | 0.00%                        | <i>(Overall total included in above number)</i> | 72%              | \$320,337.73                      | Dec-12     | Sep-14   | Bid Package 2 being reviewed with 90% set due in August.   |
| 1B             | Airfield Re-Development Project | Phase II - Design Services and Project Management. | RS&H                             | \$1,842,318.00                 | N/A                | N/A                            | \$0.00                         | 0.00%                        | <i>(Overall total included in above number)</i> | 20.0%            | \$387,604.38                      | Jun-13     | Dec-15   | Project Management work continues to establish bid documents for Bid Package 2. RPR services now underway. |
| 1C             | Airfield Re-Development Project | Temporary Runway/Taxiway Design                    | AVCON                            | \$1,837,826.00                 | N/A                | N/A                            | \$0.00                         | 0.00%                        | <i>(Overall total included in above number)</i> | 66.0%            | \$1,214,466.30                    | Mar-13     | Dec-14   | Bid Package 2 Construction of Temporary Runway/Taxiway review of 60% plans has been completed.             |
| 1D             | Airfield Re-Development Project | New Runway Design                                  | Michael Baker Engineering Inc.   | \$2,299,934.00                 | N/A                | N/A                            | \$0.00                         | 0.00%                        | <i>(Overall total included in above number)</i> | 17.5%            | \$397,257.94                      | Mar-13     | Mar-14   | 30% plans turned in for review by Project Manager.   |
| 1E             | Airfield Re-Development Project | Miscellaneous and Administrative Expenses          |                                  |                                | N/A                | N/A                            | \$0.00                         | 0.00%                        | <i>(Overall total included in above number)</i> |                  | \$282,134.05                      | Jan-13     | Dec-17   | Misc. and Administrative expenses outside of the Engineers contracts                                       |

| Construction Phase |   |   |                                  |  |                                   |                                |                                |                              |  |                  |                                   |            |          |  |
|--------------------|---|---|----------------------------------|--|-----------------------------------|--------------------------------|--------------------------------|------------------------------|--|------------------|-----------------------------------|------------|----------|--|
| Project Number     | Project Name  | Project Description   | Professional Services Consultant | Professional Services Contract         | General Contractor                | Original Construction Contract | Change Orders (thru 7/31/2014) | Percent of Original Contract | Board Approved Project Cost  | Percent Complete | Expensed to Date (thru 7/31/2014) | Start Date | End Date | Current Project Status (as of 7/31/2014)   |
| 1                  | Westside Phase 2                                    | Construction for the Westside Project to level land utilizing engineered ash to fill and top with soil embankment/cap for future development. | AVCON                            | \$349,732.00                           | Charah                            | N/A                            | \$0.00                         | 0.00%                        | \$349,732.00*<br><i>(project expenses are being reimbursed by Charah through a separate agreement)</i> | 72.5%            | \$251,022.63                      | Feb-11     | Jul-15   | Work continues as weather permits.   |
| 2                  | Westside Area 3                                     | Construction for the Westside Project to level land utilizing engineered ash to fill and top with soil embankment/cap for future development. | AVCON                            | \$278,060.00                           | Charah                            | N/A                            | \$0.00                         | 0.00%                        | \$278,060 * <i>(project expenses are being reimbursed by Charah through a separate agreement)</i>      | 52.2%            | \$145,105.04                      | Mar-13     | Jul-15   | Area 3 ash placement will continue in North cells, weather permitting.   |
| 3                  | ARFF Facility Construction                          | Design, Project Management and Construction of a new Aircraft Rescue Fire Fighting Building.  | LPA/BAKER                        | \$541,409.00                           | Goforth Builders Inc.             | \$4,122,500.00                 | \$149,479.08                   | 27.50%                       | \$543,409.00 (Design) & \$4,534,750.00 (Construction)  | 90.0%            | \$4,084,281.75                    | Jun-13     | Aug-14   | Building finishing touches being completed, exterior stucco finish being completed with furniture being placed at the end of July. Anticipated move in date first week of August |
| 4                  | Temporary Runway 17-35 Site Preparation and Grading | Site preparation, drainage and retaining wall construction for new temporary runway/taxiway.  | RS&H and AVCON, Inc.             | Amount included in Phase 1 Design Fees | Thalle Construction Company, Inc. | \$8,856,193.00                 | \$0.00                         | 0.00%                        | \$9,741,812.30   | 4.0%             | \$352,614.78                      | Jun-14     | Dec-14   | Construction trailers and work site established. Clearing trees and installation of sediment ponds continues. Retaining wall is scheduled to begin shortly.                      |

\*\*Amounts are based on invoices received and processed through Development.\*\*

# *Airportsurvey.com*



**AVL**

Airport Facilities Review For 2nd Quarter 2014

# Welcome

- Welcome to the Airportsurvey.com Airport Facilities Review for the recent quarter, a complimentary data set provided to Airportsurvey.com participating airports
- The following slides provide non-weighted scores and ratings based on an independent survey of air travelers
- Note that passenger responses are based on perception, rather than objective assessment
- Value Added Services available from Canmark include:
  - Report analysis
  - Statistical testing
  - Air carrier responses
  - Non-facility responses
  - Tailored comparison sets
  - Passenger demographics
  - Sample size enhancement
  - Targeted and customized reporting
  - Custom survey questions and content

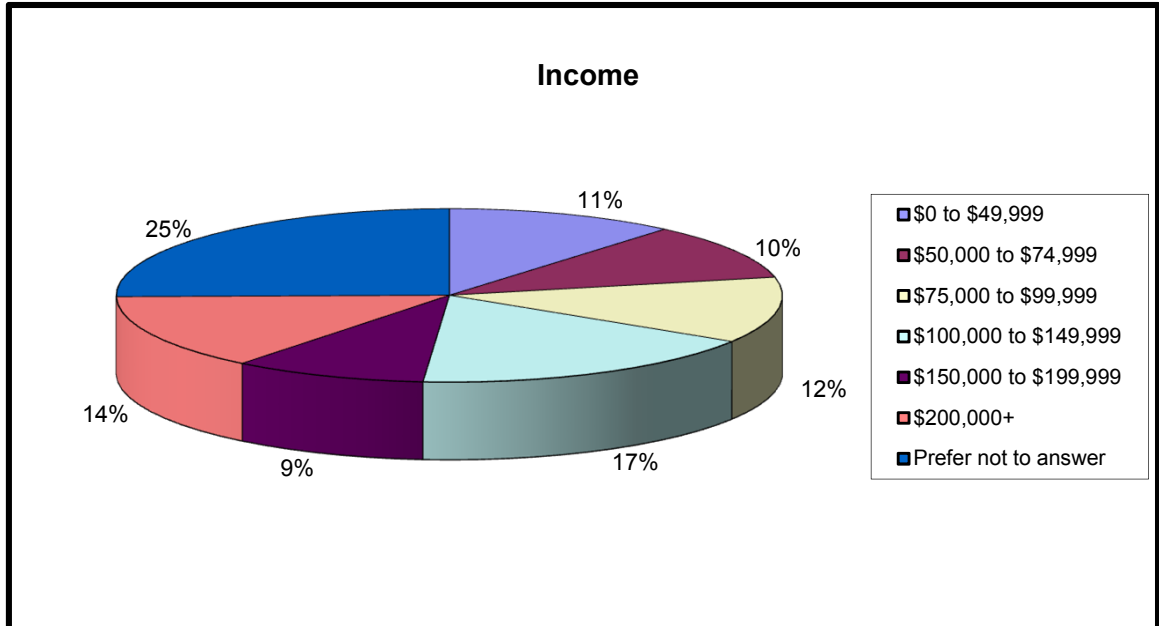
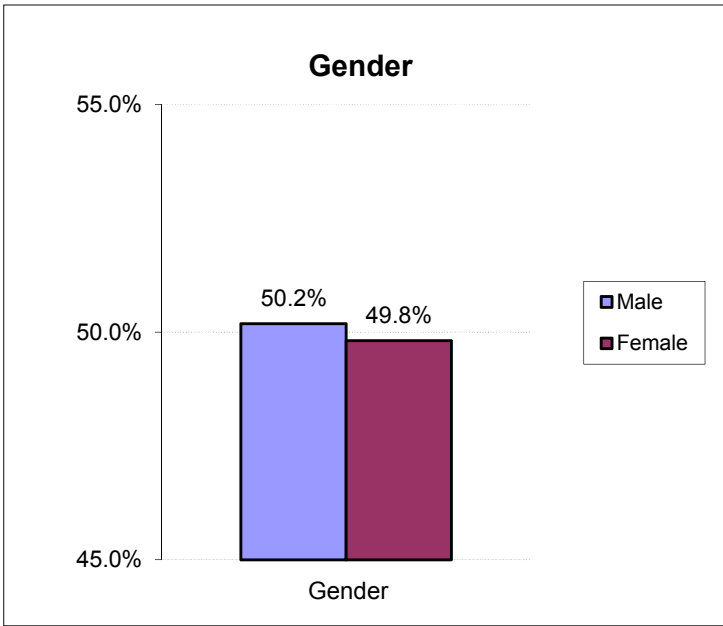
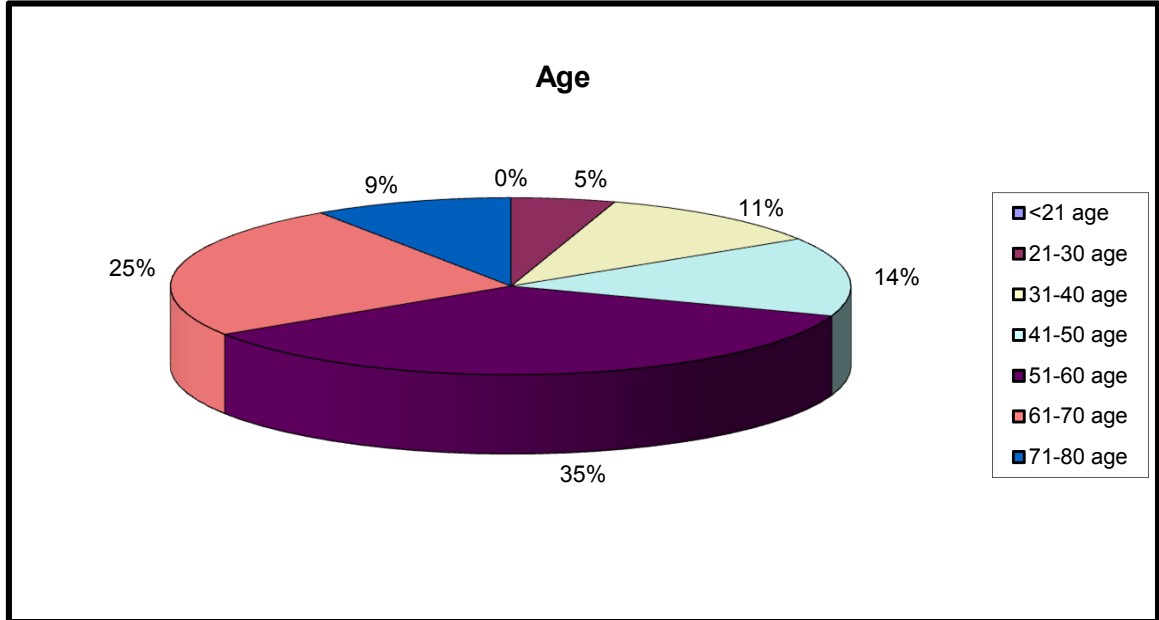
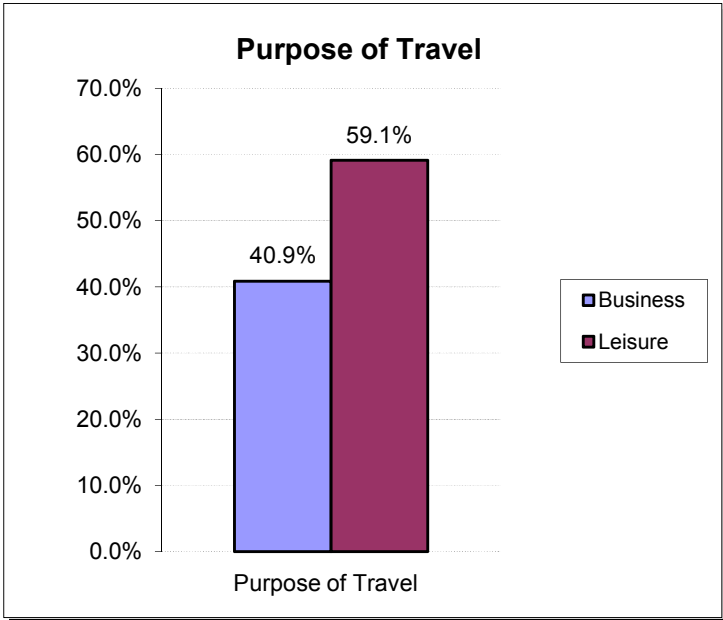
No representations are made as to the completeness or accuracy of information contained herein. Airport facility raw data is available upon request.

# Overview

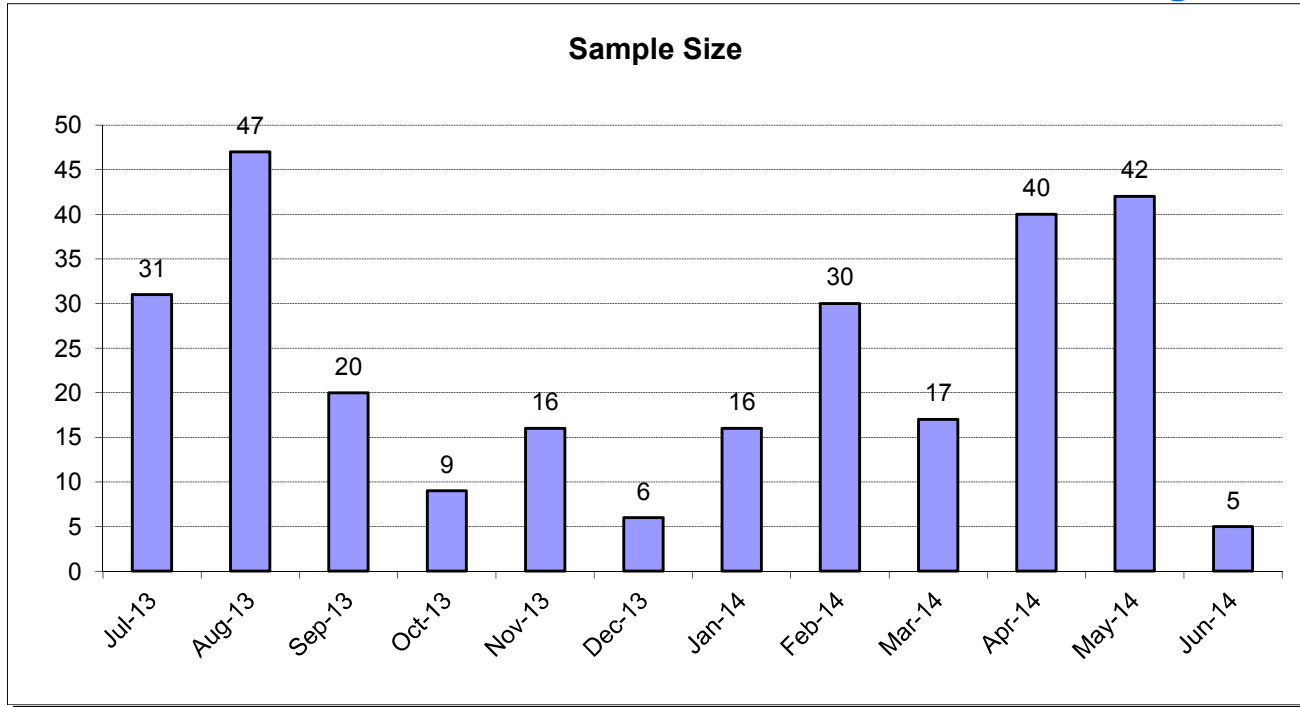
- ***Airportsurvey.com*** is an ongoing, all-inclusive online passenger satisfaction survey program from Canmark Research Center
- Invitations to take the survey are distributed at select airports across the country
- Over 30 airports participate
- Each survey invitation card is single-use, and must reference an actual flight
- Survey distribution occurs approximately three days per month
- Response scale is 1 through 5: Poor, Fair, Good, Very Good, Excellent
- Survey participants have a chance to win round-trip airline tickets
- Response rates vary from 10% to 20% based on location
- Facilities attributes are scored according to check-in airport
- Airports are grouped into three tiers according to DOT originating revenue\*

\*Updated 4rd Quarter 2012

# Passenger Demographics



# General Findings



**Sample is clustered around airport invitation distribution dates.**

**Sample reflects passengers intercepted at arrival airports who rated check-in airport.**

| Overall   | AVL  | Similar | +/-    | Pct    |
|---|------|---------|--------|--------|
| Availability of parking                             | 4.42 | 4.32    | 0.10   | 2.2%   |
| Cost of parking                                     | 4.30 | 4.20    | 0.10   | 2.3%   |
| Clear, easy to follow signs                         | 3.73 | 4.32    | (0.58) | -15.7% |
| Cleanliness   | 4.24 | 4.20    | 0.04   | 1.0%   |
| *Restrooms  | 4.49 | 4.32    | 0.17   | 3.7%   |
| **Availability of Restrooms                         | 4.32 | 4.29    | 0.03   | 0.7%   |
| **Cleanliness of Restrooms                          | 4.29 | 4.24    | 0.05   | 1.1%   |
| Concessions / restaurants                           | 3.63 | 3.63    | 0.00   | 0.0%   |
| Transportation to your gate / concourse / terminal  | 4.51 | 4.01    | 0.50   | 11.1%  |
| Security: Wait time at checkpoint                   | 4.59 | 4.27    | 0.32   | 6.9%   |
| Security: Professionalism of personnel              | 4.60 | 4.33    | 0.27   | 5.9%   |
| Security: Confidence in airport security procedures | 4.41 | 4.15    | 0.26   | 5.9%   |

**Statistical means testing not performed on results**

\* General restroom facilities question discontinued March 2014  
 \*\* New restroom facilities questions added April 2014

|                  |            |
|------------------|------------|
| <b>AVL</b>       | <b>279</b> |
| <b>Responses</b> |            |

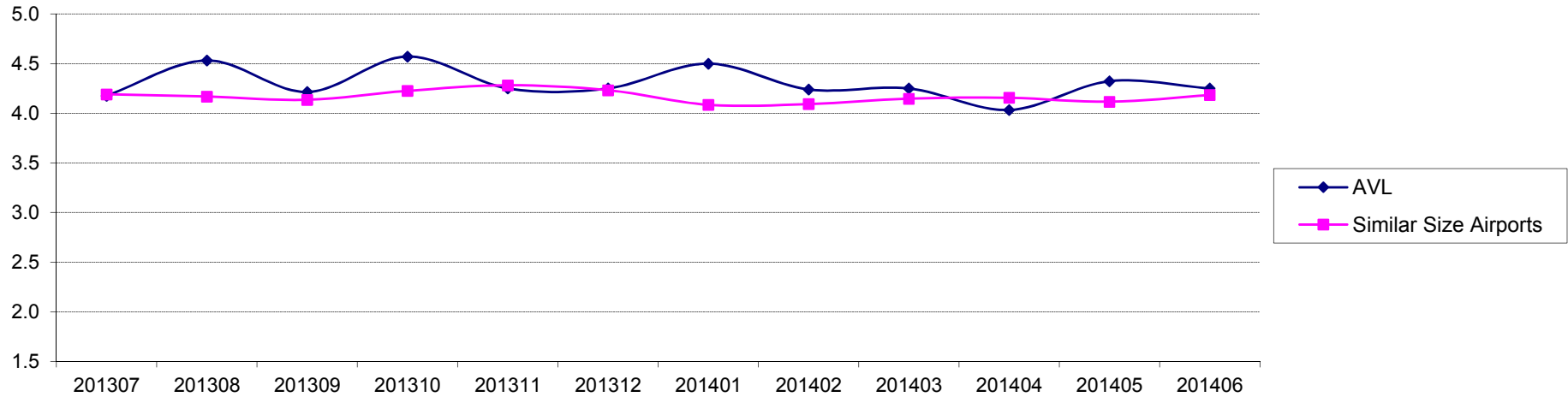
# Overall Satisfaction with Airport Facilities



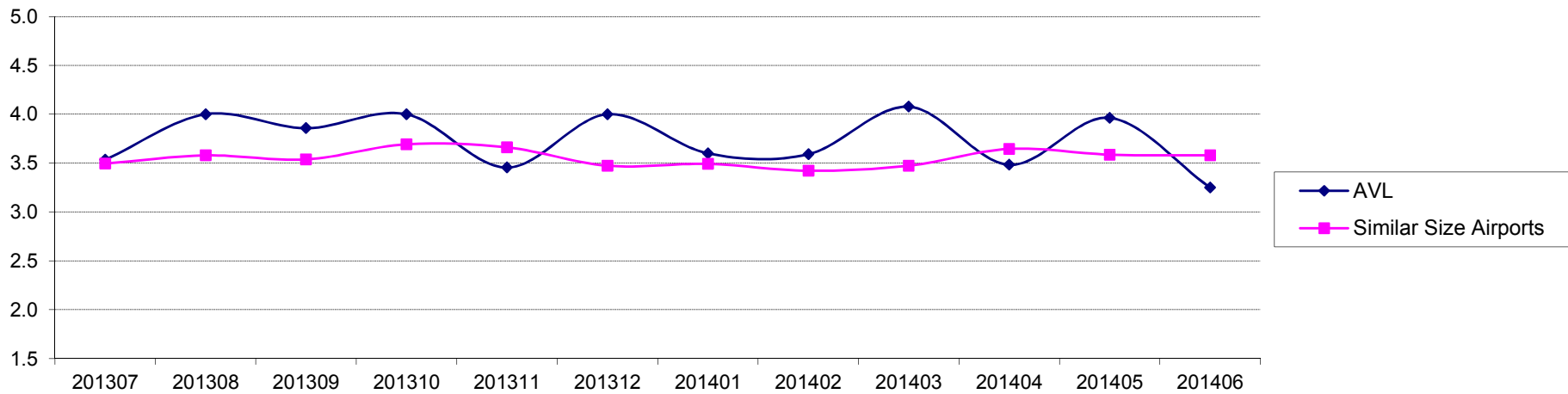


# Parking Satisfaction

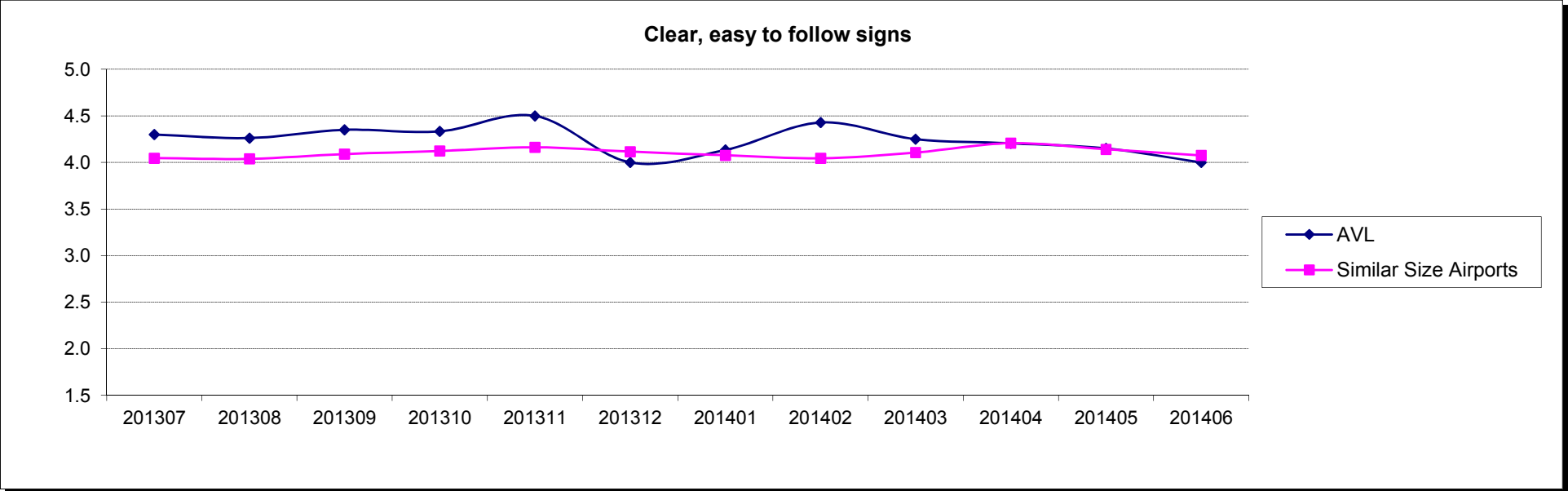
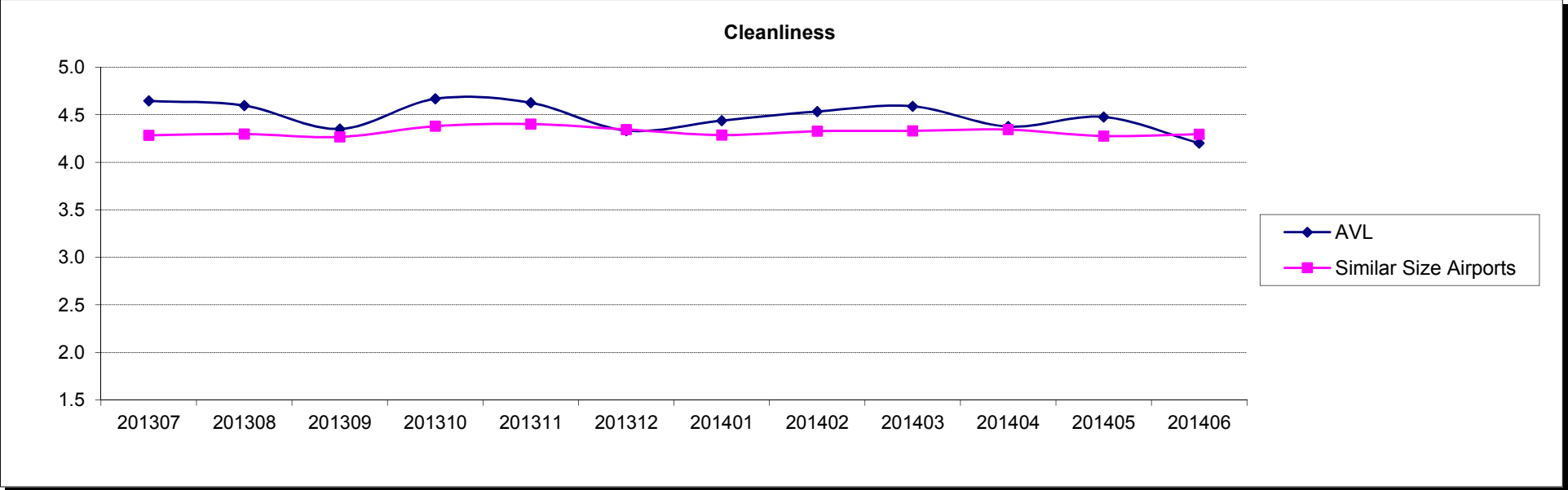
## Availability of parking



## Cost of parking



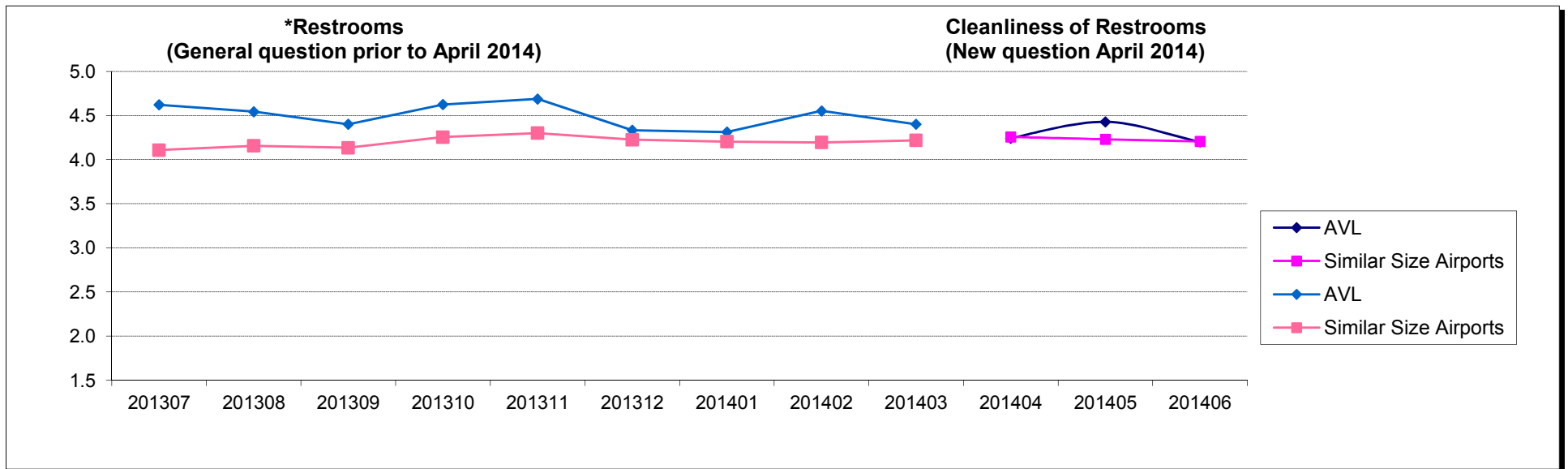
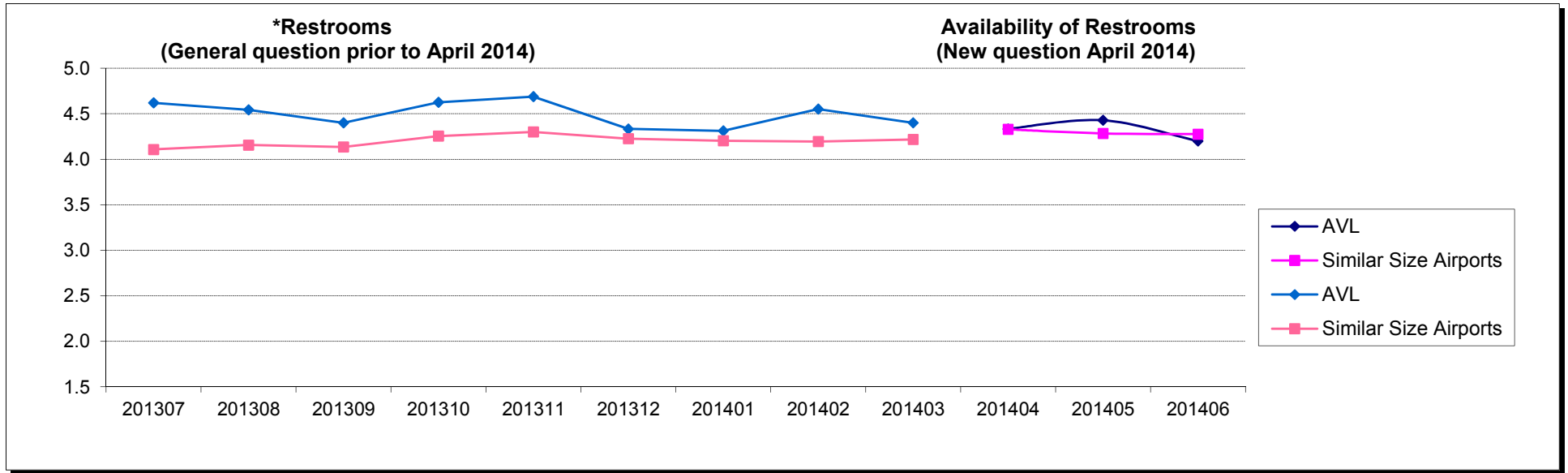
# Cleanliness and Signage



# Concessions

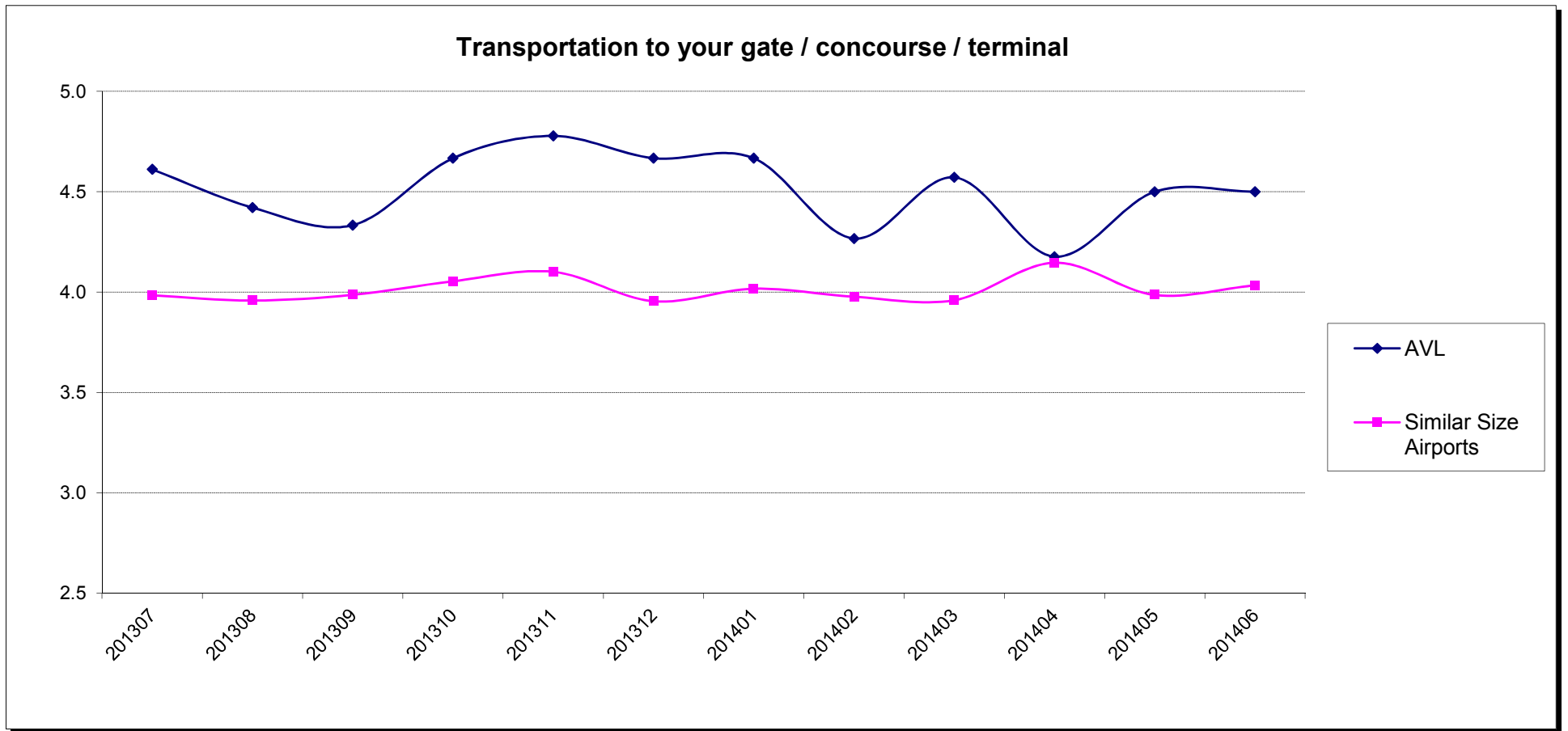


# Restrooms



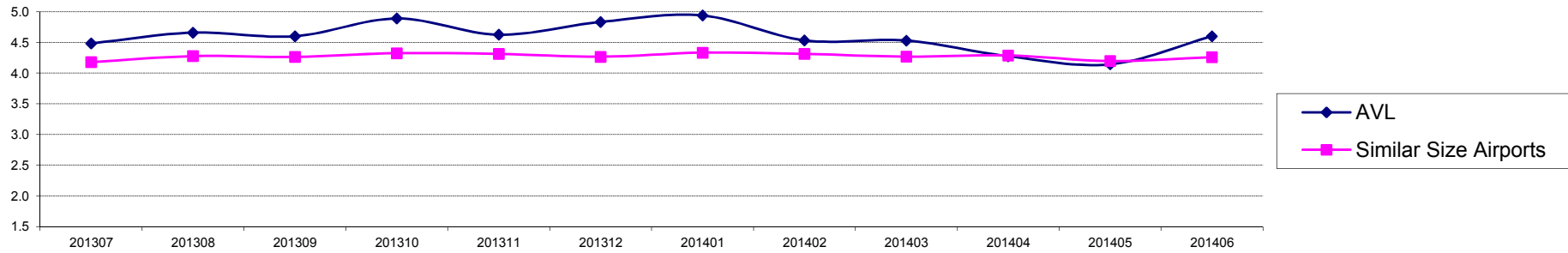
\* General restroom facilities question split into more specific attributes April 2014

# Transportation to Departure Gate

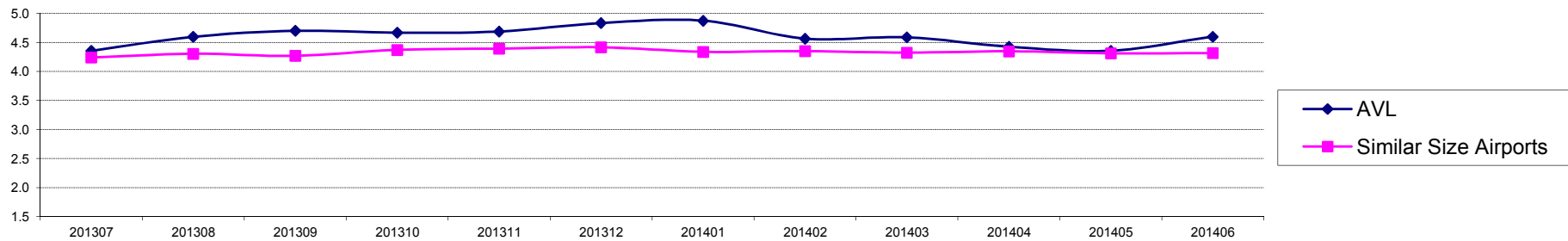


# Airport Security

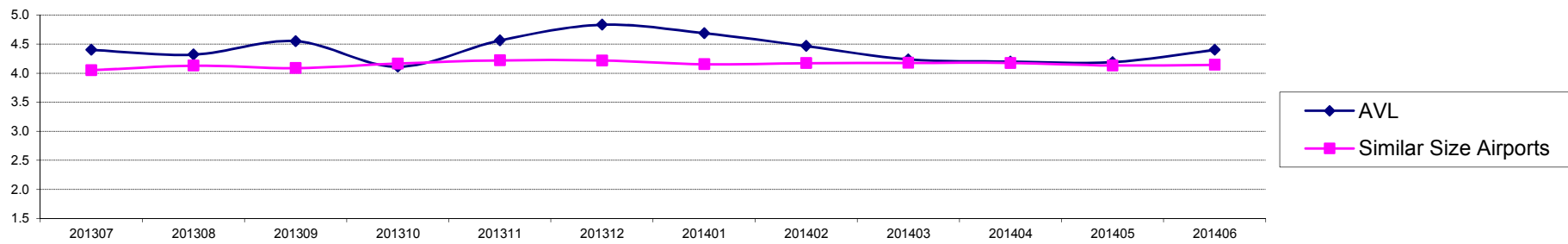
Security: Wait time at checkpoint



Security: Professionalism of security personnel



Security: Confidence in airport security procedures



# Appendix A - Geographic Breakdown of Respondents

|    |     |        |    |
|----|-----|--------|----|
| AL | 2   | SC     | 4  |
| AR | 1   | SD     | 1  |
| AZ | 1   | TN     | 1  |
| CA | 7   | TX     | 11 |
| CO | 4   | UT     | 1  |
| CT | 1   | VA     | 3  |
| FL | 19  | WA     | 4  |
| GA | 4   | WI     | 5  |
| HI | 1   | WV     | 1  |
| IL | 2   | WY     | 1  |
| LA | 4   | ASIA   | 3  |
| MA | 2   | CANADA | 1  |
| MD | 3   |        |    |
| ME | 1   |        |    |
| MI | 5   |        |    |
| MO | 3   |        |    |
| MT | 3   |        |    |
| NC | 138 |        |    |
| NH | 2   |        |    |
| NJ | 1   |        |    |
| NM | 1   |        |    |
| NY | 14  |        |    |
| OH | 1   |        |    |
| OK | 1   |        |    |
| OR | 3   |        |    |
| PA | 5   |        |    |

Note: Only includes passengers who indicated state of residence

# Appendix B - About Canmark

- Since 1993 Canmark Technologies has combined market research, programming, and technical expertise with thoughtful attention to client needs. Our problem-solving orientation has earned the respect of business clients and market researchers across North America.
- With an experienced staff of technical experts and project managers specializing in various fields of data capture and manipulation, programming and software development, web design and scripting, Canmark is able to leverage superior technology and know-how to support projects of all types and scope in the most cost-effective manner possible.
- Areas of expertise include survey development and delivery, project and data management services, requirements gathering, data sampling, paper and web forms management, custom lasering and printing, distribution logistics, data processing, custom programming for data cleansing, reporting and data analysis, and project consulting.
- We stand ready to meet your data needs, if you have any questions, please do not hesitate to contact us.



# Appendix C - Contacts

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pisaacs@canmarktech.com  
1-877-441-2057, ext. 11

