



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, April 12, 2024, 8:30 a.m.
Council Chambers at Fletcher Town Hall
300 Old Cane Creek Road, Fletcher, NC 28732

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. PRESENTATION:
 - A. Master Plan Update – CHA ([document](#))
- III. FINANCIAL REPORT ([document](#))
- IV. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority March 8, 2024 Regular Meeting Minutes ([document](#))
 - B. Approval of Insurance Renewals ([document](#))
 - C. Approval of the Greater Asheville Regional Airport Authority March 8, 2024 Closed Session Minutes
- V. OLD BUSINESS:
 - A. Public Hearing and Final Adoption of the Authority's Amended Ordinance No. 201601-10 for Airlines Rates, Fees and Charges for the Asheville Regional Airport ([document](#))
 - B. Public Hearing and Final Adoption of the Authority's Fiscal Year 2024/2025 Budget ([document](#))



VI. NEW BUSINESS:

- A. Approval of Purchase of Aircraft Rescue Firefighting Vehicle from Rosenbauer Minnesota, LLC. ([document](#))
- B. Approval of Telephone System Upgrade ([document](#))

VII. PRESIDENT'S REPORT:

- A. Board Reception
- B. Possible DreamCatcher Sublease

VIII. INFORMATION SECTION:

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

- A. February 2024 Traffic Report ([document](#))
- B. February 2024 Monthly Financial Report ([document](#))
- C. April 2024 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
 - None identified at this time

IX. PUBLIC AND TENANTS' COMMENTS

X. CALL FOR NEXT MEETING: May 10, 2024

XI. CLOSED SESSION

XII. AUTHORITY MEMBER REPORTS:

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

XIII. ADJOURNMENT

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



Asheville Regional Airport Master Plan Update

Greater Asheville Regional Airport Authority
Briefing on Recommended Development Plan

April 12, 2024





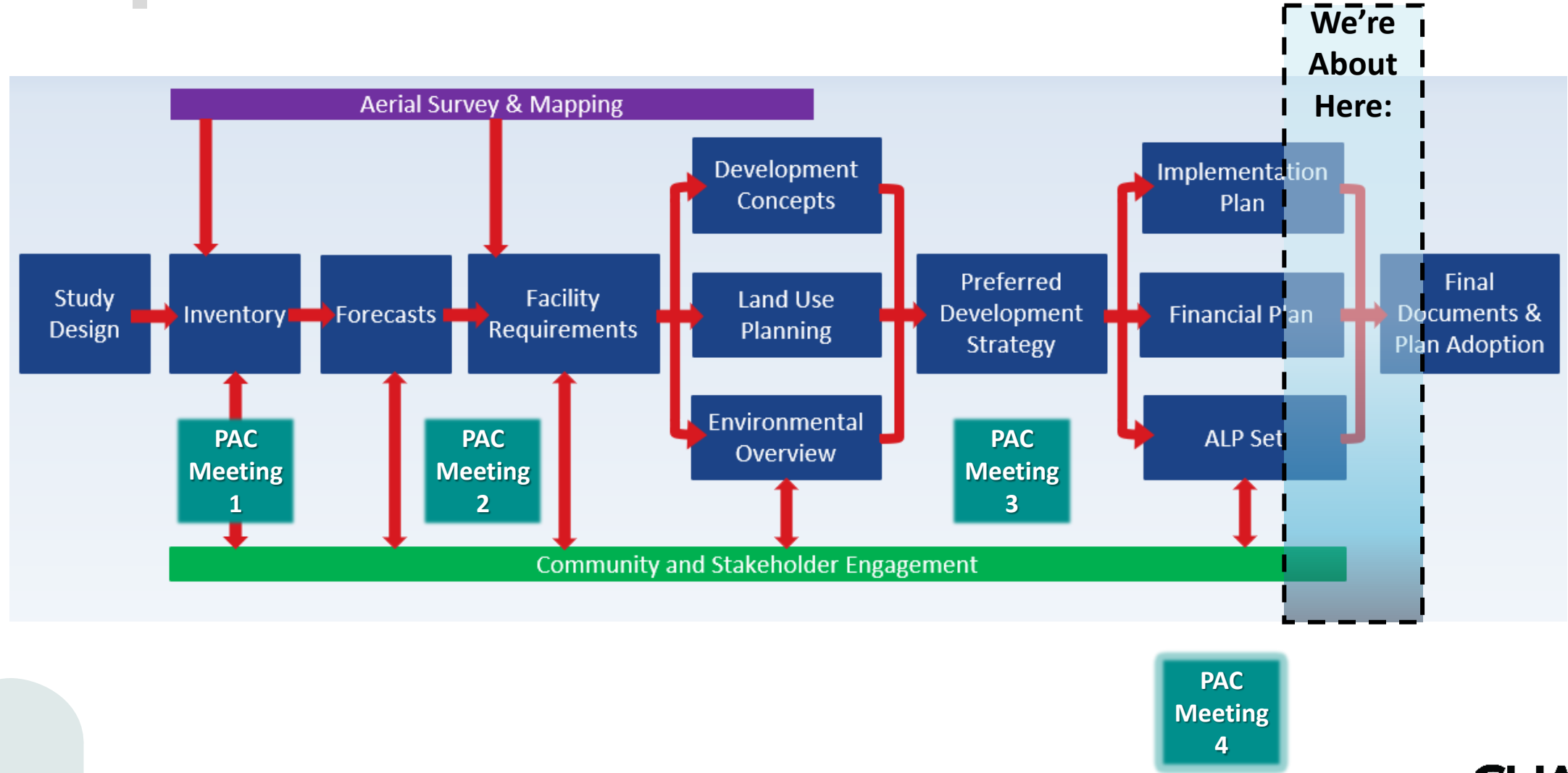
Agenda

- Status of the Master Plan Update
- Forecast – Forecasts vs Actual
- Recommended Development Plan
- Financial Plan
- Next Steps





Status of the Master Plan Update





Forecast Summary



Planning Activity Levels (PALs)

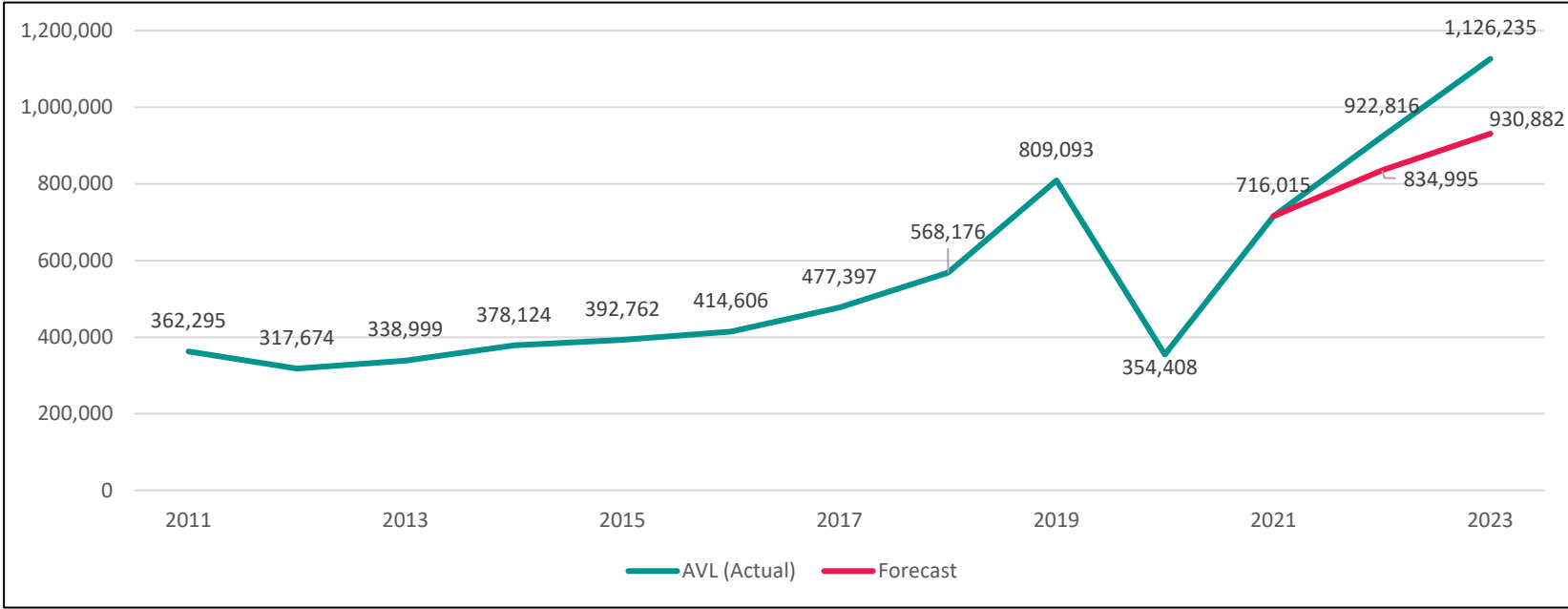
- Provides the Airport Authority with a planning tool to accelerate or defer recommended improvements based on potential triggers
- PALs vs. Year: Anticipated Year activity is projected:
 - Base Year (2021)
 - PAL 1 (2026)
 - PAL 2 (2031)
 - PAL 3 (2036)
 - PAL 4 (2041)
 - PAL 5 (2041 - Medium-High Growth)
 - PAL 6 (2041 - High Growth)



Enplanements (Forecast vs Actual)

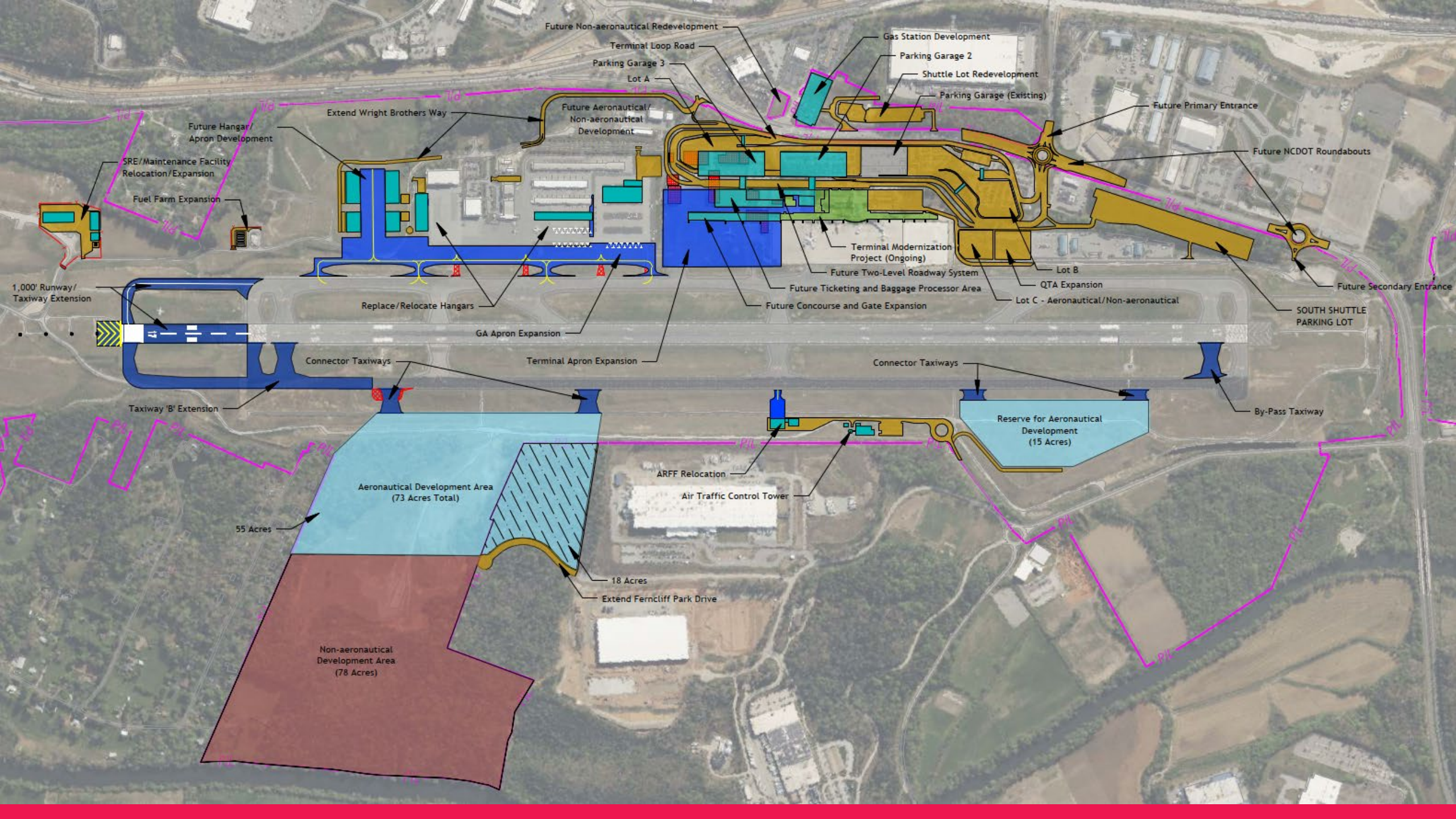
Passenger Activity							
Enplanements	Base (2021)	PAL 1 (2026)	PAL 2 (2031)	PAL 3 (2036)	PAL 4 (2041)	PAL 5 (2041+)	PAL 6 (2041+)
Annual	716,015	1,038,576	1,162,182	1,300,499	1,455,279	1,649,002	1,841,354

Enplanements (Forecast vs. Actual & Trending)



An aerial photograph of an airport terminal and surrounding infrastructure, including parking lots, taxiways, and runways. A semi-transparent grey rectangular overlay covers the central portion of the image, serving as a background for the text. The text is centered horizontally and vertically within this overlay.

Recommended Development Plan



Future Non-aeronautical Redevelopment

Terminal Loop Road

Parking Garage 3

Lot A

Future Aeronautical/Non-aeronautical Development

Gas Station Development

Parking Garage 2

Shuttle Lot Redevelopment

Parking Garage (Existing)

Future Primary Entrance

Future NCDOT Roundabouts

Future Hangar/Apron Development

Extend Wright Brothers Way

SRE/Maintenance Facility Relocation/Expansion

Fuel Farm Expansion

1,000' Runway/Taxiway Extension

Replace/Relocate Hangars

Terminal Modernization Project (Ongoing)

Future Ticketing and Baggage Processor Area

Future Concourse and Gate Expansion

Lot B

QTA Expansion

Lot C - Aeronautical/Non-aeronautical

Future Secondary Entrance

SOUTH SHUTTLE PARKING LOT

GA Apron Expansion

Connector Taxiways

Terminal Apron Expansion

Connector Taxiways

By-Pass Taxiway

Taxiway 'B' Extension

Reserve for Aeronautical Development (15 Acres)

Aeronautical Development Area (73 Acres Total)

ARFF Relocation

Air Traffic Control Tower

55 Acres

18 Acres

Extend Ferncliff Park Drive

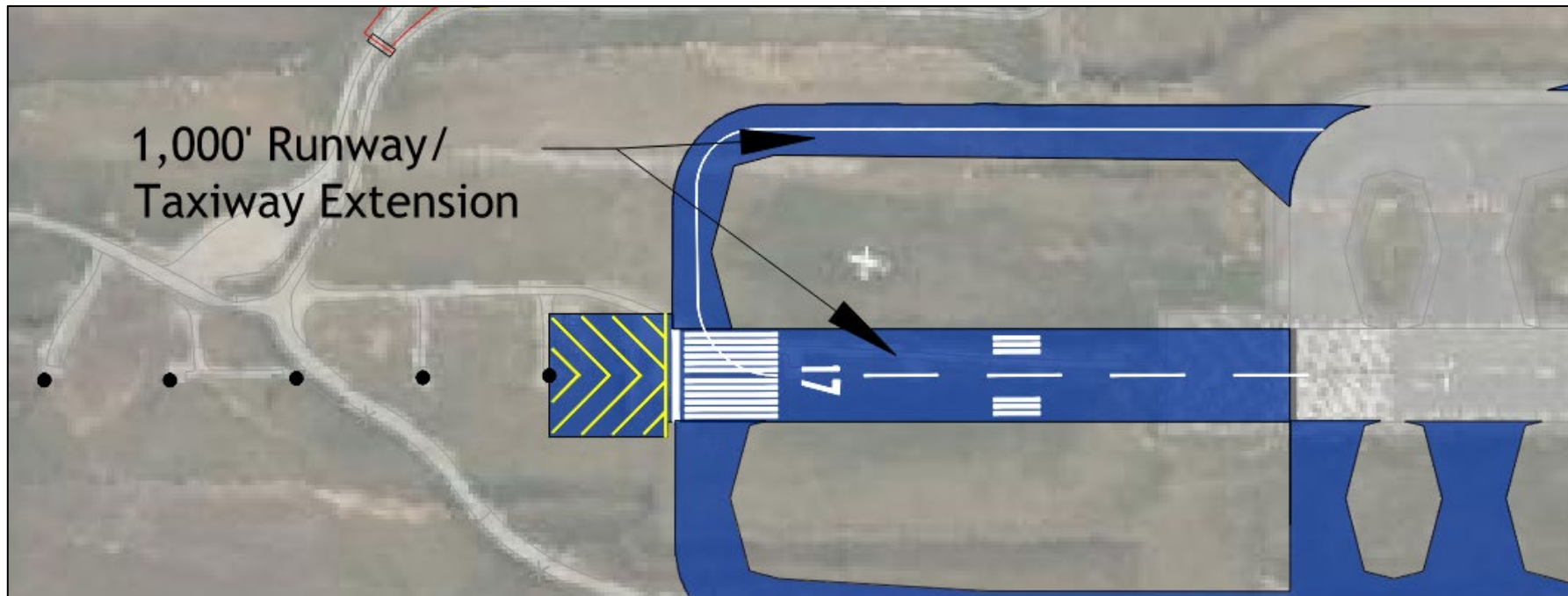
Non-aeronautical Development Area (78 Acres)



Recommended Plan Overview

- Airfield Facilities
- Passenger Terminal Facilities
 - Terminal Building
 - Parking & Curbside
 - Access (on and off airport)
- General Aviation Facilities
- Aircraft Fueling
- ARFF Station – Relocation
- Airport Maintenance/Snow Removal Equipment (SRE) Facility

Airfield Development Plan - Runway

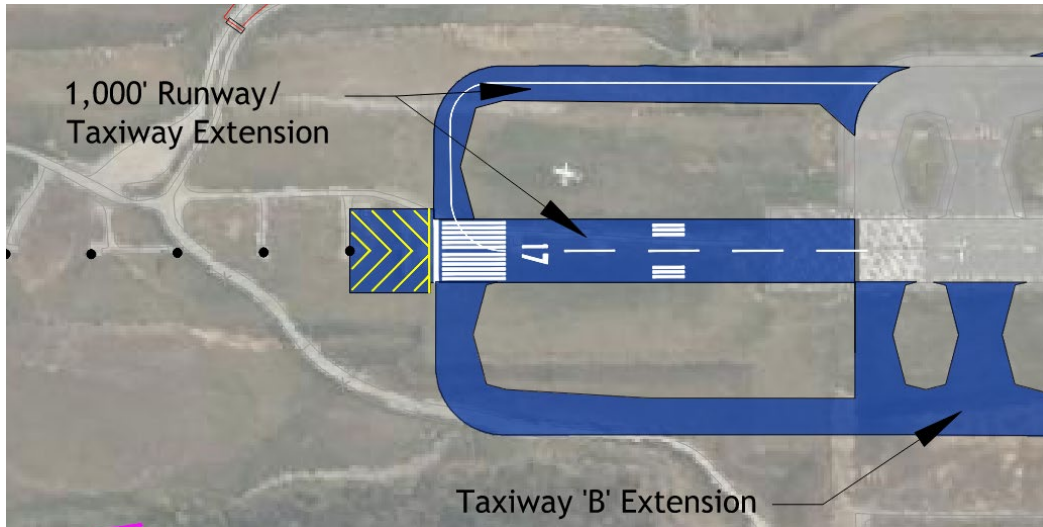


- Recommended:
 - Runway Extension with Blast Pad
 - Includes RSA Extension & Extended MALSR
 - Requires Property Acquisition / Easement
 - Requires Significant Fill



LEGEND:
Future
Airside
Pavement

Airfield Development Plan - Taxiways



- Recommended:
 - Taxiway A & Taxiway B Extensions
 - Bypass Taxiway on north end of airfield
 - Bypass Taxiway on south end of airfield



LEGEND:
 Future Airside Pavement



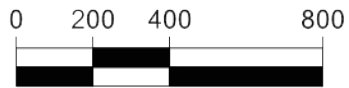
Terminal Complex Development Plan

Ultimate Build-out

Two Level Concept – Arrival (Lower) - PAL 6 Plus



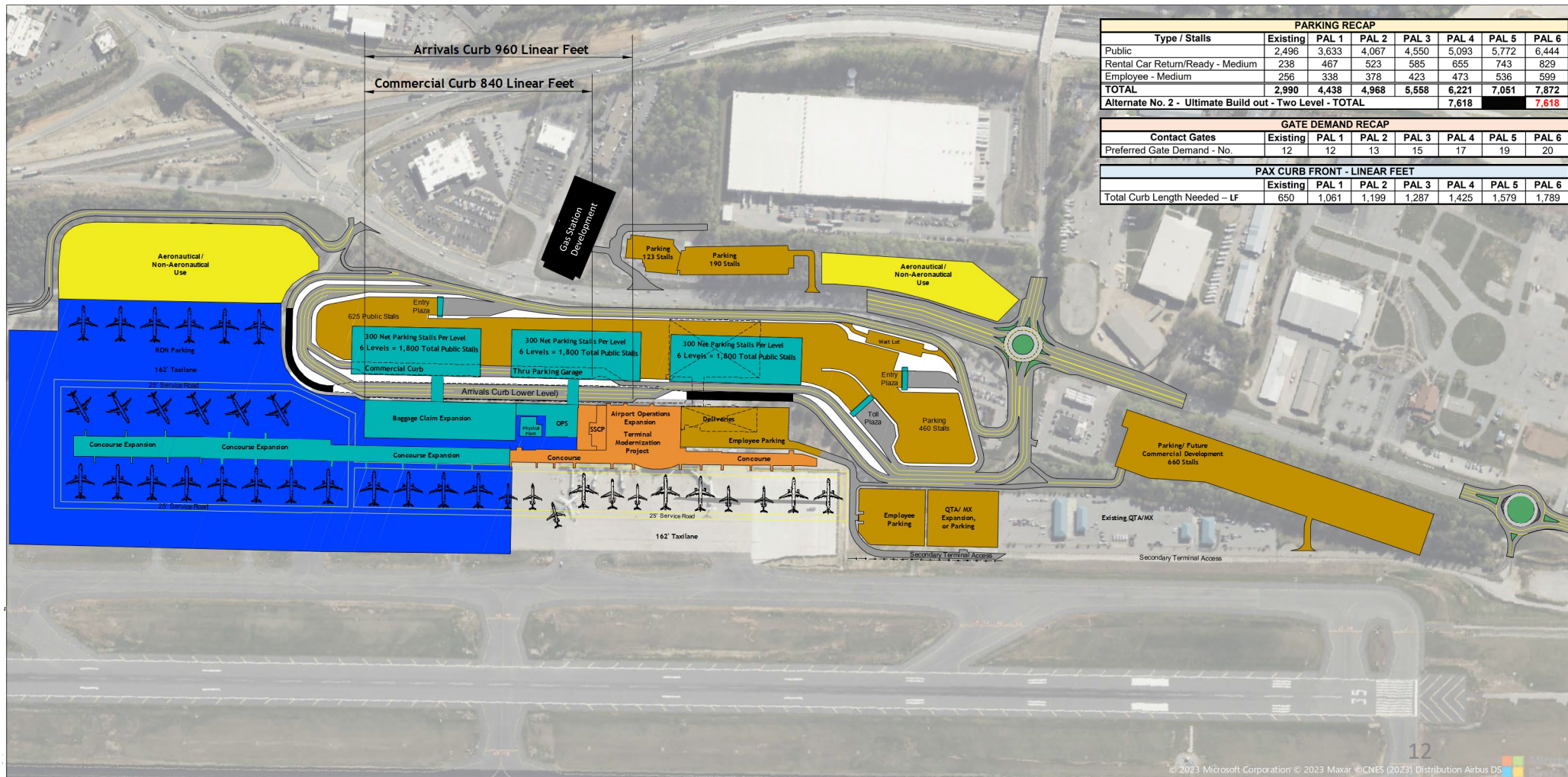
GRAPHIC SCALE (FEET)



Two Level 1st LEVEL Overall.pdf

LEGEND:

- ROADWAY DEVELOPMENT
- TERMINAL & PARK GARAGE DEVELOPMENT
- AIRSIDE PAVEMENT DEVELOPMENT
- LANDSIDE PAVEMENT DEVELOPMENT
- TERMINAL MODERNIZATION PROJECT
- AERONAUTICAL / NON-AERONAUTICAL USE
- SHEETZ DEVELOPMENT



PARKING RECAP							
Type / Stalls	Existing	PAL 1	PAL 2	PAL 3	PAL 4	PAL 5	PAL 6
Public	2,496	3,633	4,067	4,550	5,093	5,772	6,444
Rental Car Return/Ready - Medium	238	467	523	585	655	743	829
Employee - Medium	256	338	378	423	473	536	599
TOTAL	2,990	4,438	4,968	5,558	6,221	7,051	7,872
Alternate No. 2 - Ultimate Build out - Two Level - TOTAL						7,618	7,812

GATE DEMAND RECAP							
Contact Gates	Existing	PAL 1	PAL 2	PAL 3	PAL 4	PAL 5	PAL 6
Preferred Gate Demand - No.	12	12	13	15	17	19	20

PAX CURB FRONT - LINEAR FEET							
Existing	PAL 1	PAL 2	PAL 3	PAL 4	PAL 5	PAL 6	
Total Curb Length Needed - LF	650	1,061	1,199	1,287	1,425	1,579	1,789



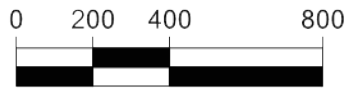
Terminal Complex Development Plan

Ultimate Build-out

Two Level Concept – Departure (Upper) - PAL 6 Plus



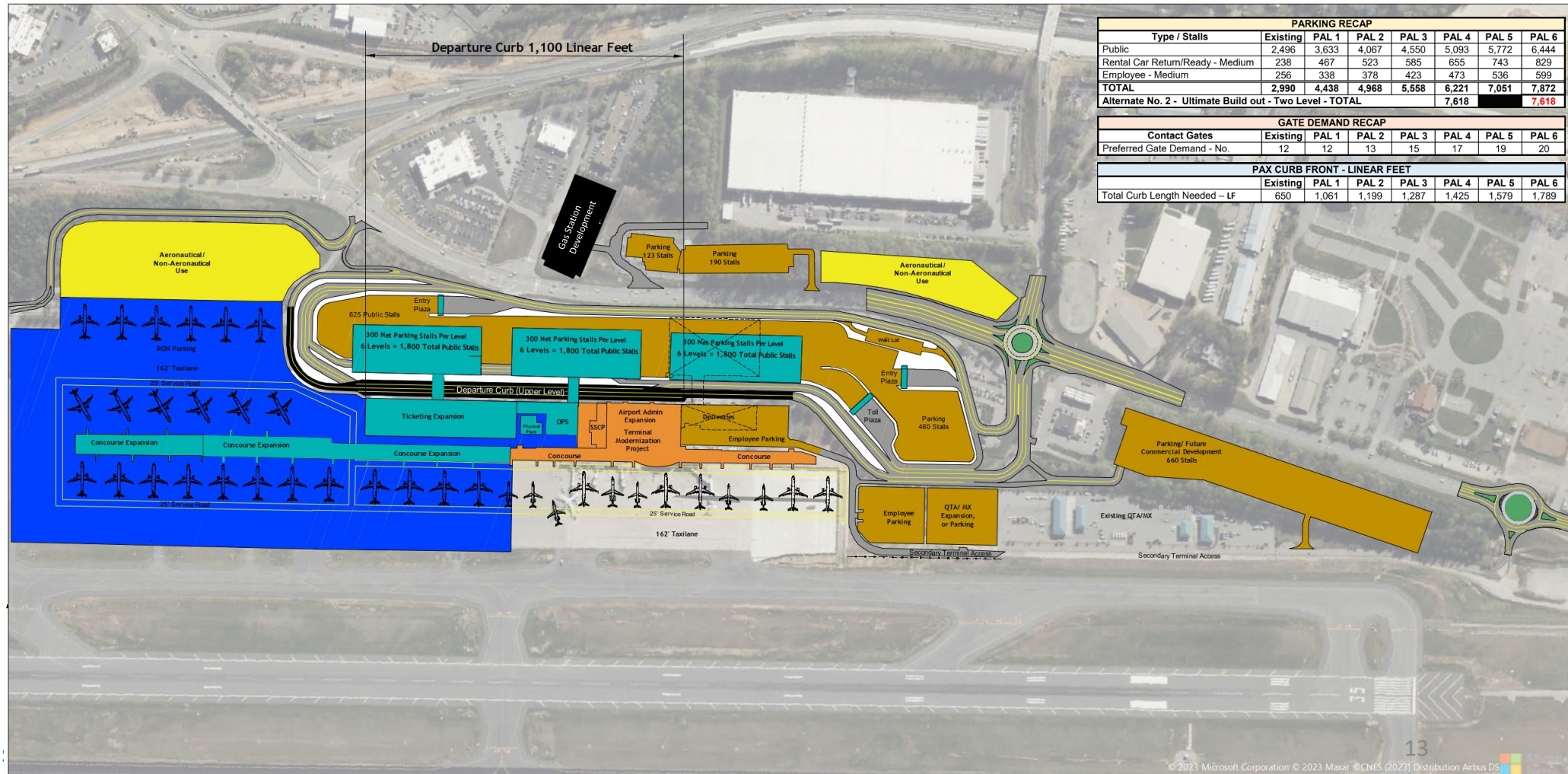
GRAPHIC SCALE (FEET)



Two Level 2nd Overall.pdf

LEGEND:

- ROADWAY DEVELOPMENT
- TERMINAL & PARK GARAGE DEVELOPMENT
- AIRSIDE PAVEMENT DEVELOPMENT
- LANDSIDE PAVEMENT DEVELOPMENT
- TERMINAL MODERNIZATION PROJECT
- AERONAUTICAL / NON-AERONAUTICAL USE
- SHEETZ DEVELOPMENT



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Alternate No. 2 - Ultimate Build out - Two Level - TOTAL						7,618	7,818

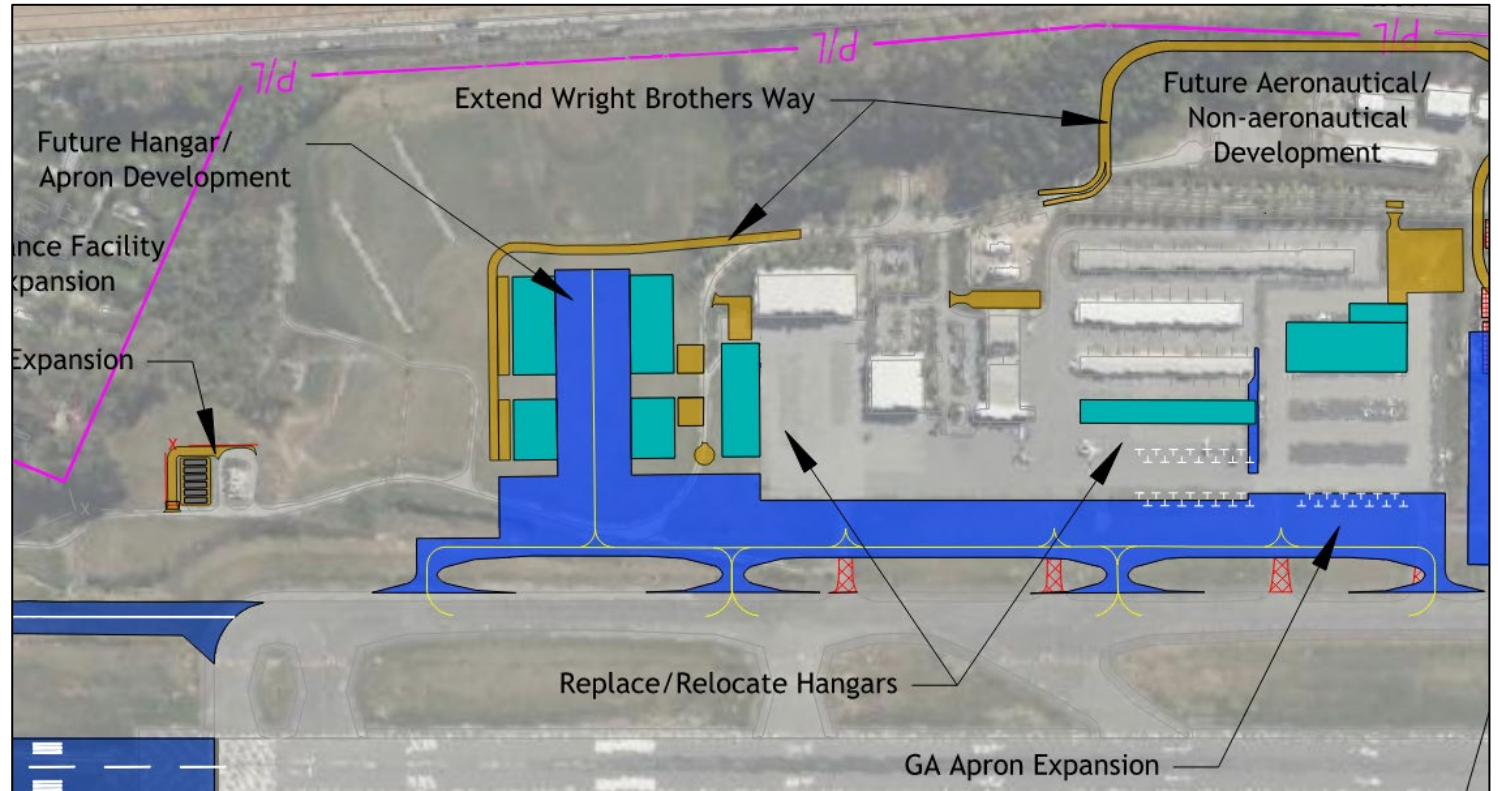
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Existing	PAL 1	PAL 2	PAL 3	PAL 4	PAL 5	PAL 6	
Total Curb Length Needed - LF	650	1,061	1,199	1,287	1,425	1,579	1,789



Support Facilities Development Plan – General Aviation

- Recommended:
 - Development in Existing GA Area
 - North Expansion
 - Construction of Taxilane & Taxiway Connectors
 - Roadway Realignment



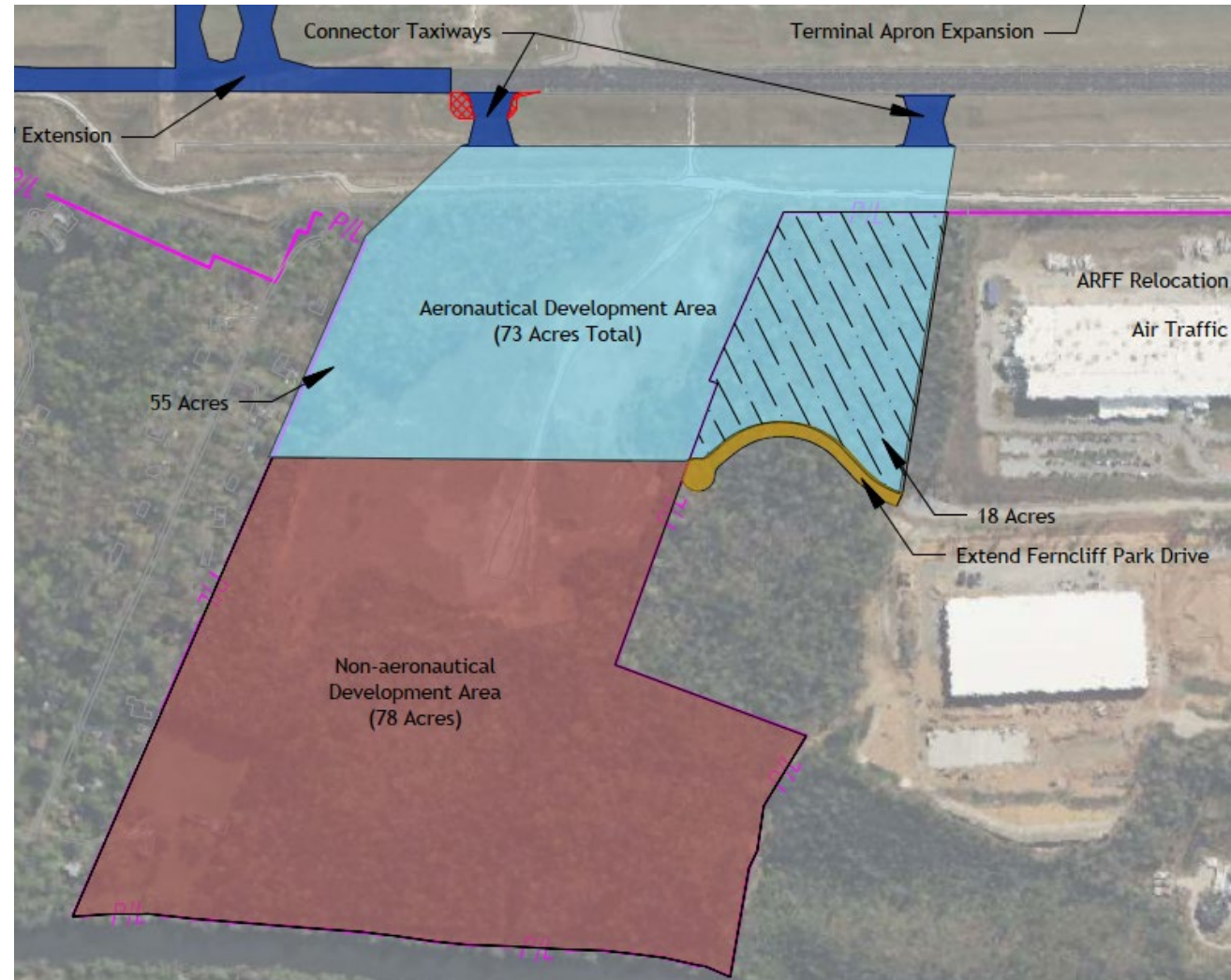
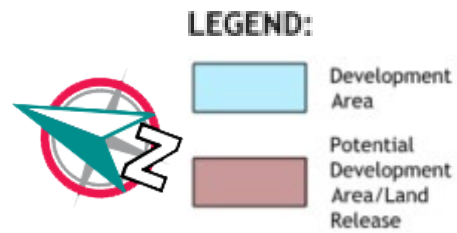
LEGEND:

	Future Airside Pavement		Future Building
	Future Landside Pavement		Pavement Removal



Support Facilities Development Plan – General Aviation

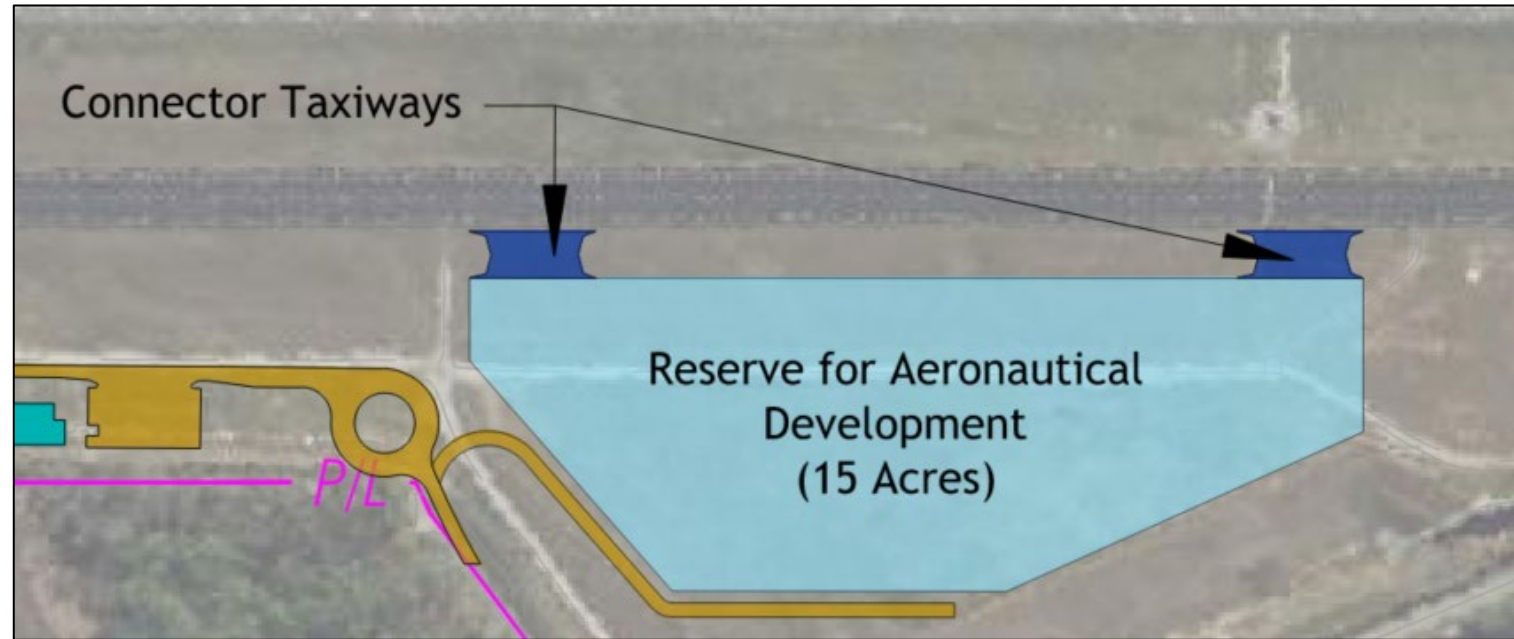
- Recommended:
 - Northwest Location
 - Future Aeronautical Development
 - 55 Acres Owned by GARAA
 - Potential Acquisition of 18 Acres
 - Future Non-Aeronautical Use or Potential Land Release





Support Facilities Development Plan – General Aviation

- Recommended:
 - Southwest Location
 - Future Aeronautical Development
 - 15 Acres Owned by GARAA
 - Potential for Corporate GA or Cargo Development



LEGEND:





Support Facilities Development Plan – Fuel Farm and SRE/Maintenance Facility

- Recommended:
 - Fuel Farm Expansion to the North
 - SRE/Maintenance Facility Relocation & Expansion



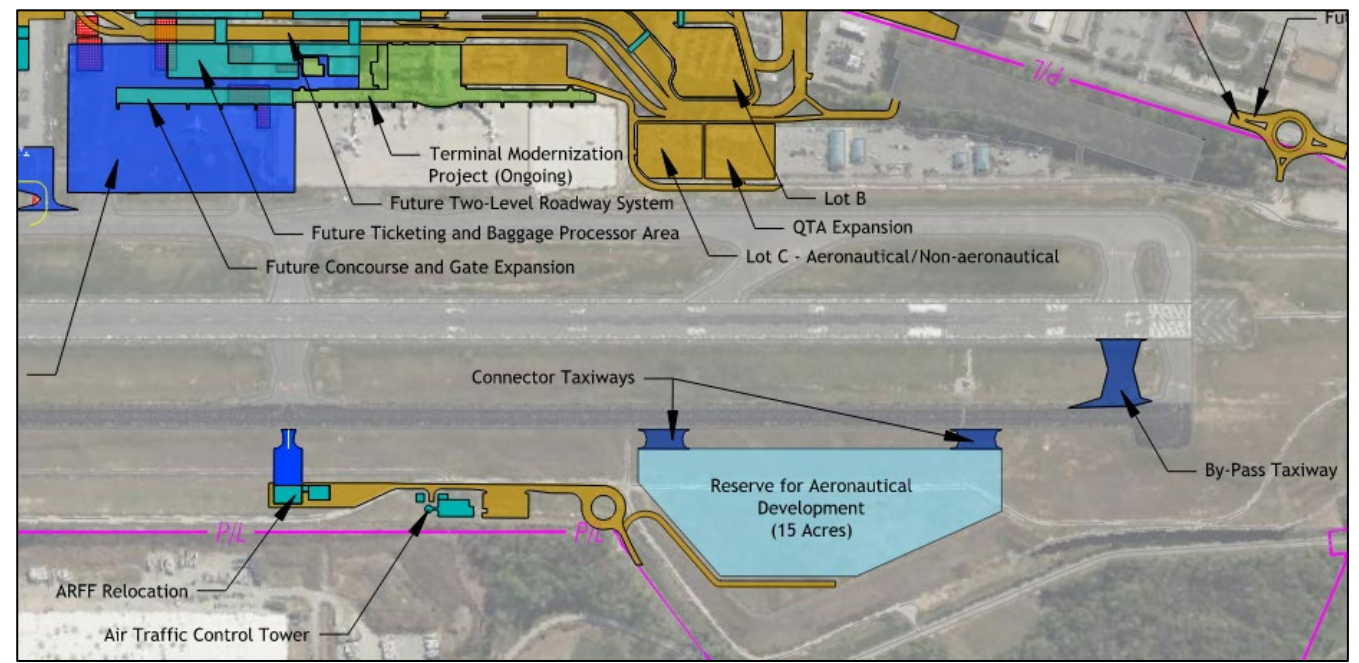
LEGEND:

-  North arrow
-  Future Landside Pavement
-  Future Building

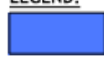










Support Facilities Development Plan – ARFF Facility & Air Traffic Control Tower

- Recommended:
 - Air Traffic Control Tower Relocation
 - ARFF Relocation /Adjoined Facilities (ARFF Equipment Storage & Crew Quarters/Offices)



LEGEND:

 Future Airside Pavement	 Pavement Removal	 Potential Land Acquisition
 Future Landside Pavement	 Building Removal	 Development Area
 Future Building	 Terminal Modernization Project	 Potential Development Area/Land Release

Financial Plan



Summary of ACIP (in 000s)

Years	Project Costs	Entitle	Discret	BILs		TSA	Federal	State	Third Party	Authority				Total Funding Sources
				AIG	ATP					CFCs	22A & 23 Bonds	Series 2035	AVL	
Summary by Planning Period														
2024-2026	\$378,715	\$8,824	\$0	\$13,753	\$20,000	\$16,000	\$58,577	\$16,778	\$19,000	\$2,232	\$189,009	\$0	\$93,119	\$378,715
2027-2031	\$177,782	\$26,126	\$11,331	\$0	\$0	\$3,309	\$40,765	\$0	\$41,916	\$0	\$89,620	\$0	\$5,480	\$177,782
2032-2036	\$142,310	\$18,827	\$98,491	\$0	\$0	\$0	\$117,318	\$0	\$12,500	\$0	\$6,392	\$0	\$6,100	\$142,310
2037-2041	\$637,789	\$29,442	\$88,394	\$0	\$0	\$0	\$117,837	\$0	\$1,000	\$0	\$0	\$293,173	\$225,779	\$637,789
Total ACIP	\$1,336,595	\$83,219	\$198,216	\$13,753	\$20,000	\$19,309	\$334,497	\$16,778	\$74,416	\$2,232	\$285,021	\$293,173	\$330,478	\$1,336,595
Summary by Cost Center														
Terminal														
Phase V-VIII & ATCT	\$319,577	\$2,460	\$0	\$13,753	\$20,000	\$19,309	\$55,522	\$16,778	\$0	\$0	\$247,277	\$0	\$0	\$319,577
Future Tml Expansion	486,744	7,539	25,057	0	0	0	32,596	0	0	0	37,744	190,000	226,404	486,744
Subtotal	\$806,321	\$9,999	\$25,057	\$13,753	\$20,000	\$19,309	\$88,118	\$16,778	\$0	\$0	\$285,021	\$190,000	\$226,404	\$806,321
Airfield	177,346	56,725	99,364	0	0	0	156,089	0	17,500	0	0	0	3,757	177,346
Parking & Roads	250,967	10,147	47,975	0	0	0	58,122	0	0	0	0	103,173	89,672	250,967
Other	101,961	6,348	25,820	0	0	0	32,168	0	56,916	2,232	0	0	10,645	101,961
Total ACIP	\$1,336,595	\$83,219	\$198,216	\$13,753	\$20,000	\$19,309	\$334,497	\$16,778	\$74,416	\$2,232	\$285,021	\$293,173	\$330,478	\$1,336,595

- \$198.2 million in discretionary grants are needed to fund the shortfall in available entitlement funds through 2041.
- If AVL does not receive this discretionary funding, it will need to identify alternative funding sources, delay the projects until funding sources become available, or cancel the projects.
- Assumes no debt capacity until 2035.
- Assumes parking expansion 2026 funded with Authority funds, which produces negative cash flows.



Summary of Airline Rates and Charges

- The terminal rental rate and CPE increases in FY 2027 and FY 2037 as a result of increased debt service related to the terminal projects in the ACIP.
- The landing fee and terminal rental rate requirement is reduced by revenue sharing.
- Revenue share allocation determined to maintain rates and CPE.

Year	Landing Fee	Terminal Rental Rate	CPE	Revenue Share			
				Rate Base			
				AVL	Airline	Airfield	Terminal
Budget							
2024	\$2.55	\$87.67	\$6.50	65%	35%	60%	40%
2025	\$3.27	\$148.09	\$7.95	74%	26%	71%	30%
Forecast							
2026	\$2.51	\$131.02	\$6.64	70%	30%	70%	30%
2027	\$2.88	\$134.15	\$13.73	60%	40%	25%	75%
2028	\$3.10	\$129.84	\$13.39	65%	35%	25%	75%
2029	\$3.37	\$138.98	\$14.12	70%	30%	25%	75%
2030	\$3.44	\$140.73	\$14.05	70%	30%	25%	75%
2031	\$3.50	\$142.62	\$13.99	70%	30%	25%	75%
2032	\$3.49	\$141.17	\$13.64	70%	30%	25%	75%
2033	\$3.57	\$143.24	\$13.60	70%	30%	25%	75%
2034	\$3.64	\$145.34	\$13.56	70%	30%	25%	75%
2035	\$3.72	\$147.54	\$13.52	70%	30%	25%	75%
2036	\$3.79	\$149.89	\$13.50	70%	30%	25%	75%
2037	\$3.53	\$158.37	\$23.96	70%	30%	25%	75%
2038	\$3.59	\$155.25	\$23.17	70%	30%	25%	75%
2039	\$3.66	\$156.62	\$22.94	70%	30%	25%	75%
2040	\$3.73	\$158.10	\$22.73	70%	30%	25%	75%
2041	\$3.80	\$159.64	\$22.52	70%	30%	25%	75%



Summary of Pro Forma Data

- Negative cash flow begins in the year the parking expansion needs to be funded.
- Authority targets a 600 DCOH during the planning period.
- DCOH falls below this target between FY 2027 and FY 2030 as a result of funding the parking expansion.
- The Authority’s DCOH exceeds the Authority’s target in future years.
- Assumes the use of Authority funds in FY 2037 and FY 2038 in an amount that still maintains 600 DCOH by 2039.

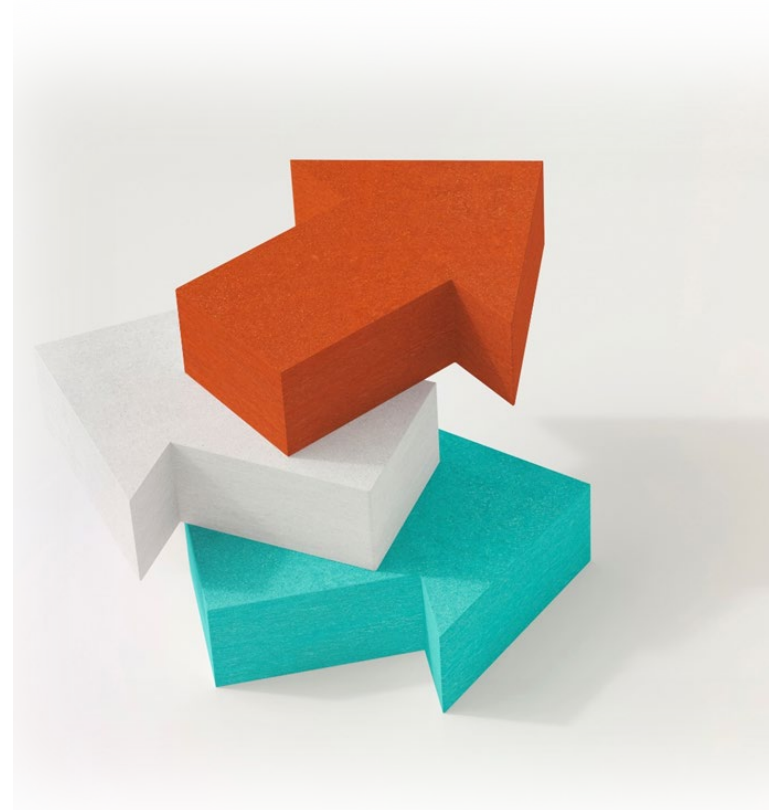
Year	Net revenues	Total debt service	Debt service coverage	Surplus Fund				Days cash on hand
				Beginning Balance	Plus: net remaining revenues	Less: CIP funded with AVL funds	Ending Balance	
Budget								
2024	\$10,661	\$1,703	6.26x	\$40,360	\$8,958	(\$4,620)	\$44,698	860
2025	\$15,381	\$1,705	9.02x	\$44,698	\$13,676	(\$3,216)	\$55,158	736
Forecast								
2026	\$15,350	\$1,700	9.03x	\$55,158	\$13,650	(\$85,283)	(\$16,475)	882
2027	\$32,395	\$12,172	2.66x	(\$16,475)	\$20,222	(\$5,480)	(\$1,733)	(220)
2028	\$32,409	\$12,166	2.66x	(\$1,733)	\$20,243	\$0	\$18,510	(22)
2029	\$34,072	\$12,167	2.80x	\$18,510	\$21,905	\$0	\$40,415	233
2030	\$34,519	\$12,164	2.84x	\$40,415	\$22,355	\$0	\$62,770	493
2031	\$34,978	\$12,167	2.87x	\$62,770	\$22,810	\$0	\$85,580	743
2032	\$34,929	\$10,465	3.34x	\$85,580	\$24,464	\$0	\$110,044	984
2033	\$35,396	\$10,467	3.38x	\$110,044	\$24,929	(\$3,600)	\$131,373	1,228
2034	\$35,868	\$10,462	3.43x	\$131,373	\$25,405	(\$2,500)	\$154,279	1,427
2035	\$36,354	\$10,461	3.48x	\$154,279	\$25,893	\$0	\$180,172	1,623
2036	\$36,850	\$10,465	3.52x	\$180,172	\$26,385	\$0	\$206,556	1,840
2037	\$67,295	\$33,814	1.99x	\$206,556	\$33,481	(\$97,662)	\$142,375	1,918
2038	\$66,960	\$33,827	1.98x	\$142,375	\$33,133	(\$97,662)	\$77,846	1,283
2039	\$67,719	\$33,828	2.00x	\$77,846	\$33,891	\$0	\$111,736	683
2040	\$68,500	\$33,841	2.02x	\$111,736	\$34,660	(\$3,000)	\$143,396	949
2041	\$69,303	\$33,855	2.05x	\$143,396	\$35,447	(\$27,455)	\$151,388	1,183

Next Steps



Next Steps

- Working Paper Submission:
 - Development Alternatives
 - Recommend Plan
 - Financial Plan
- Study Documents:
 - Master Plan Report (Draft & Final)
 - Airport Layout Plan Drawing Set
- Master Plan Approvals:
 - GARAA
 - FAA



**Asheville Regional Airport
Executive Summary
February-24**

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	66,942	12.9%	136,240	10.8%
Aircraft Operations				
Commercial	1,846	14.8%	3,785	10.7%
Scheduled Flights	901	24.4%		
Flight Cancellations	7			
Seats	94,892	24.4%	188,417	22.7%
Load Factor	70.5%	(9.3%)	72.3%	(9.6%)
General Aviation	3,779	22.1%	6,165	(2.8%)
Military	345	98.3%	589	49.1%

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 2,031,187	11.5%	\$ 19,295,952	16.3%
Operating Expenses	1,118,844	(15.9%)	9,261,733	(18.9%)
Net Operating Revenues before Depreciation	<u>\$ 912,343</u>		<u>\$ 10,034,219</u>	
Net Non-Operating Revenues	<u>\$ 621,062</u>		<u>\$ 5,723,282</u>	
Grants:				
FAA AIP Grants	\$ 1,585,003		\$ 14,457,796	
NC Dept of Transportation Grants	2,097,236		6,291,707	
Total	<u>\$ 3,682,239</u>		<u>\$ 20,749,503</u>	

CASH

Restricted - PFC Revenue Account	\$ 18,853,686
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 988,876
Restricted - Bond Series 2022A	\$ 193,215,462
Restricted - Bond Series 2023	\$ 138,505,078
Designated for O&M Reserve	8,250,808
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	35,842,257
Total	<u>\$ 396,306,167</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	14,010	9,675	3,735	600
Allegiant	31,096	1,358	26,505	3,233
Avis	285	-	205	80
Delta	2,190	2,190	-	-
FAA	70	70	-	-
Signature	90	90	-	-
TSA	3,550	1,430	330	1,790
United	480	480	-	-
Miscellaneous	11,138	-	9,288	1,850
Total	<u>\$ 62,909</u>	<u>\$ 15,293</u>	<u>\$ 40,063</u>	<u>\$ 7,553</u>
% of Total Receivables	<u>12.15%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 12,270,000
Parking Garage Taxable Revenue Bond, Series 2016B	5,250,000	-
Terminal Revenue Bond, Series 2022A	185,000,000	185,000,000
Terminal Revenue Bond, Series 2023	175,000,000	175,000,000
	<u>\$ 381,000,000</u>	<u>\$ 372,270,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 394,922,027
Year-to-Date Spending	\$ 56,626,753

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
March 8, 2024**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, March 8, 2024 at 8:30 a.m. in Council Chambers at the Fletcher Town Hall, 300 Old Cane Creek Road, Fletcher, NC 28732.

MEMBERS PRESENT: Britt Lovin, Vice-Chair; Carl H. Ricker, Jr.; Susan Russo Klein; Nathan Kennedy; and Gene O. Bell

MEMBERS ABSENT: Brad Galbraith, Chair; Laura B. Leatherwood

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

ALSO PRESENT: Matt Thocker, Signature Aviation; John Mafera, McFarland Johnson; Jason Sandford, Ashevillegas.com

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

PRESENTATIONS: None

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

CONSENT ITEMS: The Vice-Chair stated that Consent Item D, Approval of the Greater Asheville Regional Airport Authority February 9, 2024 Closed Session Minutes, would be pulled for review just before Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority February 9, 2024 Regular Meeting Minutes: Mr. Ricker moved to approve the Greater Asheville Regional Airport Authority February 9, 2024 Regular Meeting Minutes. Ms. Russo Klein seconded the motion and it carried unanimously.

B. Approval of Updated Air Service Incentive Policy:

C. Approval of Update to Music in the Airport Policy:

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

OLD BUSINESS:

A. Public Hearing and Adoption of Amended Ordinance No. 202301, Rules and Regulations of the Asheville Regional Airport:

Mr. Ricker moved to open the floor to public comments at 8:36 a.m. Ms. Russo Klein seconded the motion and it carried unanimously. There being no public comments, Mr. Ricker moved to close the floor to public comments at 8:37 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

The president reminded the Board that Amended Airport Rules and Regulations, Ordinance No. 202301 was approved by the Board at the September 8, 2023 meeting. The amended ordinance included added definitions and updates to operational requirements and fines associated with certain penalties. Since that time, staff met with the airline representatives and modifications were made to the ordinance to change delinquent fee accrual on penalties and additional language to articulate whether the operational issue was caused by airport construction or an emergency. An effective date of July 1, 2024 was also included. The president further stated that staff recognizes that the airlines have been doing a much better job and was the reason for the July 1, 2024 effective date.

Mr. Kennedy moved to approve the modification to the changes made of the proposed ordinance and adopt the amended and revised Ordinance 202301. Mr. Ricker seconded the motion and it carried unanimously.



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AIRPORT ORDINANCE NO. 202301

AIRPORT RULES & REGULATIONS

ADOPTED: JUNE 9, 2023

AMENDED REVISED AND ADOPTED: JULY 1, 2024

FORWARD

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

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

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

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AIRPORT ORDINANCE NO: 202301

**RULES & REGULATIONS ADOPTED: JUNE 9, 2023,
Amended, Revised and Adopted: July 1, 2024**

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

Section 1. Citation

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

Section 2. Findings

- 2.1 The Greater Asheville Regional Airport Authority (GARAA) was created by Session Law 2012-121, which was ratified by the General Assembly of North Carolina on June 28, 2012, and operates the Asheville Regional Airport.
- 2.2 Section 1.6(a)(7) of Session Law 2012-121, gives the GARAA the ability to, among other things, “[*m*]ake all reasonable rules, regulations, and policies as it may from time to time deem to be necessary, beneficial or helpful for the proper maintenance, use, occupancy, operation, and/or control of any airport or airport facility owned, leased, subleased, or controlled by the Authority.”
- 2.3 Section 1.6(a)(21) of the Session Law gives the GARAA the ability to: “[*e*]xercise all powers conferred by Chapter 63 of the General Statutes [*of the State of North Carolina*] or any successor Chapter or law.”
- 2.4 The powers conferred in North Carolina General Statue Section 63-53(2) specifically include the powers to: adopt and amend all needful rules, regulations and ordinances for the management, government, and use of any properties under its control and to fix by ordinance, penalties for the violation of said ordinances and enforce said penalties.
- 2.5 North Carolina General Statue Section 63-53(2) also specifically requires that such ordinances be published as provided by general law or the chapter of the municipality for the publication of similar ordinances, and that such ordinances conform to and be consistent with the laws of the State of North Carolina, and the then current federal legislation governing aeronautics and the

regulations promulgated thereunder.

- 2.6 The Greater Asheville Regional Airport Authority, consistent with that Resolution adopted on June 17, 2016, by the Authority Board (Greater Asheville Regional Airport Authority Policy and Procedure for the Adoption of Ordinance), may adopt these Airport Authority Rules & Regulations by ordinance.

Section 3. Purpose and Scope

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

Section 4. Effective Date

- 4.1 These Airport Rules & Regulations shall take effect as of the **9th** day of **June 2023**. Any amendments hereto, shall be effective as of the Amended Date referenced above.

Section 5. Definitions

- 5.1 Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in these Airport Rules & Regulations shall have the meanings set forth in this Section.
- 5.2 Abandon – shall mean to forsake, desert, give up and/or surrender one’s claim or right, license, use or privilege.
- 5.3 Abandoned Property – shall mean any item, including but not limited to, Motor Vehicles, equipment, and personal belongings, that would appear to a reasonable person that it has been forsaken, deserted, given up, surrendered, or left without anticipation of the Owner or Operator returning to claim it within a reasonable period of time.
- 5.4 Affiliate – shall mean any Airline, ground handling company or other entity designated in writing by an Airline as an Affiliate of such Airline and that is operating under the same flight code designator and is: (1) apparent or subsidiary of such Airline or is under common ownership and

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

- 5.5 Airport Development Guidelines – shall mean the specific written documents detailing the design requirements of all new construction and development on Airport Property, and for modifications to existing Airport facilities, regardless of ownership.
- 5.6 Airport Movement Area (AMA) – shall mean the Runways, Taxilanes, or Taxiways and other areas of the Airport that are utilized for taxiing, air taxiing, takeoff, and landing of Aircraft, that are under the direct control of the air traffic control tower, including during periods when the tower is closed.
- 5.7 Air Operations Area (AOA) – shall mean the areas of the Airport used for Aircraft landing, takeoff, or surface maneuvering, including the areas around hangars, navigation equipment, and Aircraft parking areas.
- 5.8 Aircraft – shall mean any device used or designed for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, blimp, remotely piloted air vehicles, unmanned air vehicles, and other autonomous air vehicles.
- 5.9 Airline – shall mean each airline providing commercial passenger service to and from the Airport and using the Airport terminal building to enplane and deplane passengers or cargo service to and from the Airport.
- 5.10 Airport – shall mean the Asheville Regional Airport (AVL).
- 5.11 Airport Property – shall mean any and all real property owned by the Authority and used for aeronautical and aeronautical-related purposes, including but not limited to; the airfield, the Airport terminal, Terminal Drive, the Runway, all parking facilities, whether public or private, all general aviation facilities, all Public Safety facilities, and all Taxilanes and Taxiways.
- 5.12 Alcoholic Beverages – shall mean any beverage containing at least one-half of one percent (0.5%) alcohol by volume, including any Malt Beverage, Unfortified Wine, fortified wine, spirituous liquor, and mixed beverages, or as otherwise defined by the State of North Carolina.
- 5.13 Apron or Ramp – shall mean those areas of the Airport within the AOA designated for loading, unloading, servicing, or parking of Aircraft.
- 5.14 Authority – shall mean the Greater Asheville Regional Airport Authority.
- 5.15 Authority Board – shall mean the collectively appointed members of the Authority, that when acting in official capacity on behalf of the Authority, have the powers, authority, and jurisdiction conferred upon it by the North Carolina General Assembly.
- 5.16 Authorized Area(s) – shall mean a specified location or portion of the Airport, accessible only to specifically authorized Person(s).

- 5.17 Authorized Representative – shall mean an employee of the Authority, designated by the Authority Board or the President & CEO, to act in a particular capacity.
- 5.18 City – shall mean the City of Asheville, North Carolina.
- 5.19 Commercial Activity – shall mean the exchange, trading, buying, hiring or selling of commodities, goods, services, or tangible or intangible property of any kind, and/or any revenue producing activity on Airport Property.
- 5.20 County – shall mean Buncombe County, and/or Henderson County, North Carolina.
- 5.21 Courtesy Vehicle – shall mean any Motor Vehicle used in Commercial Activity as herein defined, other than a taxicab, limousine, TNC Vehicle, Peer-to-Peer Vehicle Sharing Program, etc. to transport persons, baggage or goods, or any combination thereof, between the Airport and the business establishment owning or operating such motor vehicle, the operation of which is generally performed as a service without any direct or indirect costs to the passenger.
- 5.22 Designated Areas – shall mean those areas of the Airport, marked by signage where possible, where certain activities are limited, or where certain activities must occur, as specified elsewhere in these Airport Rules & Regulations.
- 5.23 Directives – shall mean the specific written documents detailing the approved methods of operations and directed by the Authority or his/her Authorized Representative.
- 5.24 Federal Aviation Regulation (FAR) – shall mean the rules prescribed by the Federal Aviation Administration (FAA) governing all aviation activities in the United States, as contained in Title 14 of the Code of Federal Regulations (CFR).
- 5.25 Flammable Liquids – Liquids that are capable of self-sustained combustion.
- 5.26 Foreign Object Damage/Debris (FOD) – shall mean any object, live or not, located in an inappropriate location in the Airport environment that has the capacity to injure the Airport or air carrier personnel and/or damage Aircraft.
- 5.27 Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device – shall mean any Motor Vehicle, tanker truck, trailer or other mobile or fixed device containing a tank of any size and/or pumping equipment, designed or used to deliver and supply fuel to Aircraft, Motor Vehicles, fuel farms, fuel tanks, or other equipment on Airport Property.
- 5.28 Ground Support Equipment (GSE) – shall mean any vehicle or piece of equipment operated to support Aircraft on the AOA or to perform airside operations, regardless of whether such vehicle is motorized or nonmotorized or leaves the AOA perimeter.
- 5.29 Hazardous Material – shall mean any item or agent (biological, chemical, radiological, and/or physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

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

- 5.44 Peer-to-Peer Vehicle Sharing Program – shall mean an electronic business platform that connects shared vehicle owners and drivers to enable the sharing of vehicles for financial consideration.
- 5.45 Peer-to-Peer Vehicle Sharing Provider – shall mean any Person who operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program.
- 5.46 Person – shall mean any individual, entity, firm, partnership, corporation, company, association, joint stock association or body politic, or other user of the Airport, and includes any trustee, receiver, committee, assignee or other representative or employee thereof. Person includes the singular and plural, whenever the context permits.
- 5.47 Picketing – shall mean the stationing of any Person by standing, lying, walking, sitting, kneeling, bending, or in any other similar manner, at a particular place so as to persuade, or otherwise influence another Person’s actions or conduct, or to apprise the public of an opinion or message.
- 5.48 Public Areas – shall mean areas and portions of the Airport, including buildings, intended to be accessible and open to the general public, exclusive of Authorized areas.
- 5.49 Public Parking Facilities – shall mean all parking facilities provided for the public on Airport Property.
- 5.50 Public Safety – shall mean the Department of Public Safety of the Greater Asheville Regional Airport Authority, which provides law enforcement, aircraft rescue and firefighting, and emergency medical services on the property of the Asheville Regional Airport.
- 5.51 Restricted Area(s) – shall mean any designated area of the Airport to which access or entry is limited to authorized Persons only.
- 5.52 Runway – shall mean a Restricted Area used solely for take-off and landing of Aircraft.
- 5.53 Service Animal – shall mean a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not Service Animals.
- 5.54 Solicitation or To Solicit – shall mean to repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, ask orally, in writing, or otherwise, (or endeavor to obtain by asking) request, implore, plead for, importune, seek or try to obtain, and shall include, but shall not be limited to: panhandling and begging.
- 5.55 Street – shall mean any highway, road, lane, avenue, boulevard, alley, bridge, or other way within and/or under the control of the Authority and open to public use.

- 5.56 Taxilane or Taxiway – shall mean those portions of the AOA, authorized, or designated by the Authority, for the surface maneuvering of Aircraft, which are used in common, and which may or may not be under the control of an Air Traffic Control Tower (ATCT).
- 5.57 Taxicab, Taxi or Cab – shall mean any automobile that carries Person(s) for a fare, determined by a meter and that is appropriately licensed as a taxicab by the proper governmental authority.
- 5.58 Through-the-Fence Operations – shall mean a Commercial Activity or a Non-Commercial Activity that is directly related to the use of the Airport, but is developed or located off Airport Property, and that has access to the Airport for Aircraft across the property line.
- 5.59 Transportation Network Company (TNC) – shall mean citizens utilizing a privately owned motor vehicle for commercial ground transportation purposes that are dispatched through electronic means.
- 5.60 Ultra-Light Vehicle – shall mean an Aircraft that meets and operates under the requirements of 14 CFR, Part 103.
- 5.61 Unfortified Wine – shall mean wine that has an alcoholic content produced only by natural fermentation or by the addition of pure cane, beet, or dextrose sugar.
- 5.62 Weapon – shall mean a dirk, billy club, gun, knife, blackjack, slingshot, metal knuckles, tear gas, chemical weapon, any explosive device, electronic weapon, or any other substantiating instrument that can be utilized to coerce, intimidate, or injure a Person, and all other such instruments as defined by local, state, or federal law.

Section 6. General Regulations

- 6.1 Commercial and Non-Commercial Activity. It shall be unlawful for any Person to occupy or rent space or conduct any business, commercial enterprise, or Commercial Activity, or other form of revenue or non-revenue producing Non-Commercial Activity, on Airport Property without first obtaining a written lease, contract, permit or other form of written authorization from the Authority and paying all fees.
- 6.2 Advertising and Display. It shall be unlawful for any Person to post, distribute, or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of written material on Airport Property or in public rights-of-way, without the written permission of the Authority.
- 6.3 Commercial Speech. It shall be unlawful for any Person, for a commercial purpose, to post, distribute, or display signs, advertisements, circulars, pictures, sketches, drawings, or engage in other forms of commercial speech, without a written contract, permit or other form of written authorization from the Authority.
- 6.4 Commercial Photography. Except as provided for in Section 6.4.A, it shall be unlawful for any Person to take a still, motion or sound motion pictures, or make sound records or recordings of voices or otherwise on Airport Property, for commercial purposes or for the distribution to

others for commercial purposes without written permission from and in a manner authorized by the Authority.

A. Section 6.4 does not apply to bona fide coverage by the news media conducting their business in an Authorized Area.

6.5 Through-The-Fence Activities. Except as described in Section 6.5.A and 6.5.B below, it shall be unlawful for any Person to access the Airport, including the Runway, Taxiway, or Taxiway, Aprons, hangar, and Aircraft servicing areas, directly from any off Airport Property.

A. Exceptions to section 6.5 may be sought from the Authority on a case-by-case basis.

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

(1) The issuance of a permit, license, or written agreement by the Authority;

(2) When lease terms and operating restrictions can ensure security, safety, equitable compensation to the Authority; and

(3) When a fair competitive environment can be established for other comparable Airport tenants.

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

6.6 Storage of Equipment. It shall be unlawful for any Person, unless otherwise provided for by lease, other agreement, or permit, to use any area on Airport Property, including buildings, either privately owned or publicly owned, for any storage of cargo or any other property or equipment, including Aircraft, without permission from the Authority.

A. The Authority shall, upon a violation of Section 6.6, have the authority to order the cargo, Aircraft, or any other property removed, or to cause the same to be removed and stored at the expense of the Owner or consignee, without the Authority having any responsibility or liability therefor.

6.7 Construction and Repair Activities on Airport Property. It shall be unlawful for any Person to undertake any form of construction or repair activities on Airport Property, including but not limited to, digging, changing, pouring concrete, erecting structures, repairing public utilities, installing or repairing pavement, or any other form of construction or repair work, without a valid easement and/or first obtaining permission from the Authority.

6.8 Animals.

A. It shall be unlawful to bring upon Airport Property any animal that is not properly restrained and controlled by the Owner, either on a leash or inside a suitable container.

- B. Only Service Animals and animals traveling with passengers are allowed inside the Airport terminal. Animals traveling with passengers must be properly restrained and controlled by the Owner at all times and must remain on a leash or inside a suitable container at all times.
 - (1) Section 6.8.A shall not apply to public safety animals, Paws for Passengers animals, or other animals associated with an approved Airport program.
- C. It shall be unlawful to hunt, pursue, trap, catch, injure, or kill any animal on Airport Property, without first obtaining permission from the Authority.
 - (1) Section 6.8.C shall not apply to the conduct and official acts of governmental officials, including wildlife management of the United States Department of Agriculture or of the Authority, or when such activities are conducted by the Authority for Aircraft operational safety.
- D. It shall be unlawful for any Person to feed or do any other act to encourage the congregation of birds or other animals on Airport Property.
- E. It shall be unlawful for any Person to fish or boat from the Airport, on or in any lakes, ponds, or other bodies of water located on Airport Property.

6.9 Preservation of Property.

- A. It shall be unlawful for any Person to destroy, injure, deface, or disturb any building, sign, equipment, marker, or other structure, tree, flower, lawn, and/or other tangible property on Airport Property.
- B. It shall be unlawful for any Person to travel on Airport Property, other than on roads, walks or other marked rights-of-way, provided for such a specific purpose.
- C. It shall be unlawful for any Person to alter, add to, or erect any buildings or sign on the Airport or make any excavation on Airport Property, without prior expressed written approval from the Authority.
- D. Any Person causing injury, destruction, damage, or disturbance to Airport Property of any kind, including buildings, fixtures, or appurtenances, whether through any incident, act or omission, shall immediately report such damage or destruction to the Authority.
- E. Any Person involved in any incident, whether personal, with an Aircraft, automobile, ground support equipment, or otherwise occurring anywhere on Airport Property, shall make a full report to Public Safety as soon as possible after the incident.
 - (1) All incident reports shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a detailed statement of the facts and circumstances.

- F. Any Person, tenant, company, or organization causing damage to or destroying Airport Property of any kind, including buildings, fixtures, or appurtenances, whether through violation of these ordinance or through any incident, accident, act or omission, shall be fully liable to the Authority for all damages, losses, and costs for repair associated therewith.

6.10 Lost, Found and Abandoned Property.

- A. Any Person finding any lost article(s) in the Public Areas on Airport Property, shall immediately deposit them with the Lost and Found located in Guest Services.
- B. Articles unclaimed by their proper Owner, within ninety (90) days, shall thereafter, upon request, be turned over to the finder in accordance with then provisions of any applicable North Carolina General Statutes.
- C. Articles to which the Owner or finder is not entitled to lawful possession, shall be forfeited to the Authority for disposal in accordance with provisions of any applicable North Carolina General Statutes.
- D. Nothing in Section 6.10 shall be construed to deny the right of Airport tenants to maintain "lost and found" services for property of their patrons, invitees, or employees.
- E. It shall be unlawful for any Person to abandon any property on Airport Property.
- F. Any property which has been determined by the Authority to be Abandoned will be removed, stored, and/or disposed of, at the Owner's expense, without the Authority having any responsibility or liability therefor.

6.11 Violations of Section 6.

- A. A violation of Section 6 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. A civil penalty shall be assessed, and a civil citation issued for the violation of any provision of Section 6, in accordance with the following:
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 6 shall be \$150.00.
 - (2) Each day's continuing violation of any provision of Section 6, is a separate and distinct violation.
 - (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent - Additional Penalty of \$50.00; Maximum of 3 Additional Penalties assessed.
- B. [RESERVED]
- C. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 6.

- (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
- (2) An order of removal from, or denial of access to, the Airport shall set forth the reasons for and dates on which removal, or denial of access, shall begin and end.

Section 7. Personal Conduct

7.1 Misdemeanors.

- A. Solicitation. It shall be unlawful for any Person to solicit, for any purpose, on Airport Property without prior authorization from the Authority.
- B. Obstruction of Airport Use and Operations. No Person shall obstruct, impair, or interfere with the safe and orderly use of the Airport by any other Person, Motor Vehicle, or Aircraft.
- C. Restricted Areas and Air Operations Area.
 - (1) Except as otherwise provided in Section 7.1.C(2), it shall be unlawful for any Person to, without the prior written authorization of the Authority, enter the AOA or any Restricted Area on Airport Property.
 - (2) The following Persons may enter the AOA or any Restricted Area on Airport Property without the prior written authorization of the Authority.
 - a. Persons assigned to duty thereon with proper training and identification media issued by, or acceptable to, the Authority.
 - b. Passengers who, under appropriate supervision by qualified and Airport badged personnel, enter upon the Apron for the purpose of enplaning or deplaning an Aircraft.
 - c. Persons engaged, or having been engaged, in the operation of Aircraft with proper identification, if located in a Restricted Area requiring such identification.
 - (3) No Person shall walk or drive across the AMA of the Airport without specific permission from the Authority and, where applicable, the Federal Aviation Administration air traffic control tower on Airport Property, and without having first completed all Airport required training and background checks.
- D. Compliance with Signs. It shall be unlawful for any Person to fail to observe and obey all posted signs, fences, permanent and temporary traffic control and barricades governing activities and/or demeanor of the respective Person while on Airport Property, and while operating an Aircraft or other equipment.
- E. Use and Enjoyment of Airport Premises.

- (1) It shall be unlawful for any Person, singularly or in association with others, by his, her, or their conduct, or by congregating with others, to prevent any other Person lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other Person lawfully entitled thereto from free and unobstructed passage from place-to-place, or through entrances, exits, or passageways on Airport Property.
 - a. Nothing in Section 7 is intended to prevent any Person from preventing another person, without authorization, from entering Authorized Areas or Restricted Areas.
- (2) It shall be unlawful for any Person to remain in or on any Public Areas, place or facility on Airport Property, in such a manner as to hinder or impede the orderly passage in or through or the normal or customary use of such area, place, or facility by any Person or Motor Vehicle entitled to such passage or use.
- (3) It shall be unlawful for any Person to commit any disorderly, obscene, or indecent act, or use profane or abusive language, or commit any nuisance within the boundaries of the Airport.
- (4) It shall be unlawful for any Person to throw, shoot, aim lasers at, or propel any object in such a manner as to interfere with or endanger the safe operation of any Aircraft taking off from, landing at, or operating on Airport Property, or any Motor Vehicle on Airport Property.
- (5) It shall be unlawful for any Person to camp, live, sleep, or otherwise remain overnight on Airport Property.
 - a. Nothing in Section 7.1.E(5) is intended to prevent any Person, who holds a ticket for airline travel for the same day or the next day, from sleeping in the Airport terminal.
- (6) It shall be unlawful for any Person to urinate or defecate on any Airport Property other than in restrooms or temporary restrooms specifically identified for that purpose.

F. Environmental Pollution & Sanitation.

- (1) To the maximum extent possible, each Person while on Airport Property shall limit activities thereon in such a manner as to not cause littering or any other form of environmental pollution and shall abide by the provisions of Section 7.1.F.
- (2) It shall be unlawful for any Person to dispose of garbage, papers, refuse, or other form of trash including cigarettes, cigars, and matches, except in receptacles provided for such a purpose.
- (3) It shall be unlawful for any Person to dispose of any fill or building materials or any other discarded or waste materials on Airport Property, except as approved in writing by the Authority.

- (4) It shall be unlawful for any Person to place any liquids in storm drains or the sanitary sewer system on Airport Property, which will damage such drains or system, or will result in environmental pollution passing through such drain or system.
- (5) It shall be unlawful for any Person to use a comfort station or restroom toilet or lavatory facility on Airport Property, other than in a clean and sanitary manner.
- (6) It shall be unlawful for any Person to burn any refuse on Airport Property, except with the written authorization of the Authority.
- (7) It shall be unlawful for any Person to unnecessarily, or unreasonably, or in violation of the law, cause any smoke, dust, fumes, gaseous matter, or particular to be emitted into the atmosphere or be carried by the atmosphere on Airport Property.
- (8) Any Person discarding chemicals, paints, oils, or any products on Airport Property, with authorization and in accordance with Section 7.1.F must discard such materials in accordance with all other applicable state, local, or federal laws and regulations.

G. Firearms and Weapons.

- (1) For the purpose of Section 7.1.G, a firearm means: (i) any Weapon, including a starter gun, which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive other than flare guns, (ii) any firearm muffler or firearm silencer, or (iii) any destructive device.
- (2) It shall be unlawful for any Person, except those Persons to the extent authorized by federal law and/or state law, to carry or transport any firearm or Weapon on Airport Property, except when such firearm or Weapon is properly encased for shipment.
- (3) The Authority reserves the right to restrict the carrying of firearms and Weapons by watchman and guards on Airport Property.
- (4) It shall be unlawful for any Person to discharge any firearm or Weapon on Airport Property, except in the performance of official duties requiring discharge thereof.
- (5) It shall be unlawful for any Person to carry a firearm or Weapon in a Parade on Airport Property.

H. Alcoholic Beverages and Controlled Substances.

- (1) Except as provided in Sections 7.1.H(1)a and 7.1.H(1)b below, it shall be unlawful for any Person to consume Alcoholic Beverages on Airport Property.
 - a. It shall be lawful to consume Alcoholic Beverages in areas designated by the Authority for the sale and/or consumption of an Alcoholic Beverage, both permanent and temporary in nature, so long as all appropriate permits, licenses and permissions have been obtained.

- b. It shall be lawful to consume an alcoholic beverage in areas designated under written agreement by the Authority, so long as all appropriate permits, licenses, and permission have been obtained.
- (2) Except as provided in Sections 7.1.H(1)a and 7.1.H(1)b above, it shall be unlawful for any Person to possess any Open Container of an Alcoholic Beverage on Airport Property.
 - (3) It shall be unlawful to drive any Vehicle on Airport Property while under the influence of an impairing substance; (i) or after having consumed sufficient alcohol that the individual has, at any relevant time after the driving, an alcohol concentration of 0.08 or more, or (ii) with any amount of a Schedule I controlled substance, as listed in North Carolina General Statutes Section 90-89, or its metabolites in the individual's blood or urine.
 - a. The relevant definitions contained in North Carolina General Statutes § 20-4.01 shall apply to Section 7.1.H(3).
 - b. The fact that a Person charged with violating Section 7.1.H.(3) is, or has been, legally entitled to use alcohol or a drug is not a defense to a charge under Section 7.1.H(3).
 - c. In any prosecution for operating a Vehicle while impaired on any Airport Property, the pleading is sufficient if it states the time and place of the alleged offense in the usual form and charges that the defendant operated the Vehicle within the State and on the Airport while subject to an impairing substance.
 - d. Any Person who operates a Vehicle on Airport Property gives consent to chemical analysis if he is charged with the offense of operating a Vehicle while impaired. The charging officer must designate the type of chemical analysis to be administered, and it may be administered when he has reasonable grounds to believe that the Person charged has committed the specific crime. The chemical analysis shall be performed pursuant to the procedures established under Chapter 20 of the North Carolina General Statutes applying to other motor vehicle violations. The results of any chemical analysis will be admissible into evidence at the trial on the offense charged and shall be deemed sufficient evidence to prove a person's alcohol concentration.

I. Picketing, Marching and Demonstration.

- (1) It shall be unlawful for any Person to walk in a picket line as a picketer, or take part in any form of demonstration including, but not limited to a Parade, on Airport Property, except in or at the place specifically assigned by means of prior arrangements in writing by the Authority for such Picketing or other permitted demonstration and in accordance with the provisions of Section 7.1.I(2).
- (2) Any permitted Picketing or demonstration shall be conducted in accordance with the provisions of Sections 7.1.I(2)a and 7.1.I(2)b below.

- a. Picketing or demonstration shall be in the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat, or harassment of any Person, without obscenities, any violence, any breach of the peace, or other unlawful conduct whatsoever.
 - b. Picketing or demonstration shall be without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe, orderly, and efficient operation of the Airport and activities conducted thereupon.
- J. Interfering with Passenger Screening Process. It shall be unlawful for any Person to intentionally interfere with, disrupt, or delay the process of passenger screening conducted in accordance with any federal, state, or local regulation or procedure, which is being carried out by any federal, state, or local agency or contractor.
- K. Smoking.
- (1) It shall be unlawful to smoke or carry lighted smoking materials or to strike matches or other incendiary devices on Airport Apron areas, within 100 feet of parked Aircraft, during fueling or de-fueling, during the loading or unloading of fuel transport Vehicle, within 100 feet of a flammable liquid spill, in any area of the AOA, and in a hangar, shop, or other building in which Flammable Liquids are stored.
 - (2) It shall be unlawful to smoke within the cab of a Fuel Transporting Vehicle, Fuel Delivery Truck or Fuel Delivery Device.
- L. Fire Extinguishers.
- (1) It shall be unlawful to tamper with, at any time, fire extinguishing equipment on Airport Property.
 - (2) It shall be unlawful to use, at any time, fire extinguishing equipment on Airport Property for any purpose other than firefighting or fire prevention.
- M. Violations of Section 7.1.
- (1) Unless otherwise expressly specified herein, a Person found to have violated any provision of Section 7.1 shall be guilty of a Class 3 misdemeanor in accordance with North Carolina General Statutes § 14-4, and shall be subject to a fine, as specified in Section 7.1.M(1)a below.
 - a. Violation of any provision in Section 7: **\$250.00** fine.
 - (2) Public Safety Officers are authorized to enforce violations of Section 7.1 of these Airport Rules & Regulations under North Carolina General Statutes §14-4.

7.2 Infractions.

A. Smoking.

- (1) It shall be unlawful to smoke, including the use of e-cigarette, vape pens or other like devices, in all enclosed areas of the Airport, including all restrooms, break rooms, offices, any Authority owned Motor Vehicle, and inside any portion of the passenger terminal building.
- (2) Smoking outside of the passenger terminal building by the general public shall only be permitted in a Designated Area.

B. Violations of Section 7.2.

- (1) Unless otherwise expressly specified herein, violation of any provision of Section 7.2 shall constitute an infraction and shall subject the violator to a fine not to exceed \$50.00, in accordance with North Carolina General Statutes §14-4.

7.3 Civil Citations.

A. Motor Vehicles.

- (1) It shall be unlawful for any Person or Motor Vehicle to enter the movement areas or cross the Runway or the Taxilane or Taxiway unless the Person or Motor Vehicle Operator has received and satisfactorily completed required training and authorization from the Authority to operate on the movement area.
 - a. Each Motor Vehicle authorized by the Authority to access the AMA shall be marked and lighted with company names, logos, strobe, or rotating lights of appropriate colors, or have a permit issued and displayed by the Authority.
 - b. Each Person or Motor Vehicle Operator with authorized access to the AOA or AMA shall be directly responsible for the activities of each additional Person or passenger they bring into the AOA or AMA, as each such Person shall be considered under their escort.

B. Access.

- (1) The security of Motor Vehicle and pedestrian gates, doors, fences, walls, and barricades leading from a tenant or lessee, or contractor's use area, to or from the AOA, or any other Restricted Area, shall be the responsibility of the tenant, lessee, or contractor abutting the AOA or the tenant presently using such gate, door, fence, wall or barricades.
- (2) Each Person or Motor Vehicle Operator using an Airport perimeter security gate on Airport Property shall ensure that the gate closes fully and is secure prior to leaving the vicinity of the gate, and that no unauthorized Persons gain access to the AOA through the gate while the gate is open.

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

C. Smoking.

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

D. Fire Extinguishers.

- (1) All tenants or lessees or any other occupants of hangars, Aircraft maintenance buildings, or shop facilities, shall supply and maintain readily accessible fire extinguishers in numbers, and at locations, that meet the requirements of applicable local codes or ordinances.
 - a. All fire extinguishing equipment shall conform to and be maintained in accordance with current NFPA standards.
 - b. Tags showing the date of the last inspection shall be attached to each unit or immediately available records acceptable to Fire Underwriters shall be kept nearby showing the current status of such piece of equipment.

E. Communications with Authority.

- (1) It shall be unlawful for any Person to knowingly or willfully, make any false statement or report to the Authority or to any Authorized Representative of the Authority.

F. Violations of Section 7.3.

- (1) A violation of Section 7.3 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of any provision of Section 7.3 in accordance with the following:
 - a. The civil penalty associated with each civil citation issued for a violation of Section 7.3 shall be \$50.00.
 - b. Each day's continuing violation of any provision of Section 7.3 is a separate and distinct violation.
 - c. A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30

days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent - Additional Penalty of \$50.00; Maximum of 3 Additional Penalties assessed.

- (2) The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 7.3.
- (3) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
 - a. An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
 - b. An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 8 Safety Regulations.

8.1 General.

- A. All Persons using the Airport or any facilities on Airport Property shall exercise the utmost care to guard against fire and injury to Persons and/or property.
- B. All Persons using the Airport or any facilities on Airport Property shall comply with all local, state, or federal laws and any rules and regulations of the FAA and/or all applicable NFPA requirements.
- C. In the event the gates are not assigned by the Authority, Airlines shall use commercially reasonable efforts to select gates for arrival and departure in such a way as to ensure the timely disbursement of passengers throughout the terminal, and to minimize the risk of a Fire Code violation from too many passengers in one area of the terminal.

8.2 Fueling Operations.

A. Aircraft Engines.

- (1) It shall be unlawful for any Person to fuel an Aircraft with any fuel while one or more of its engines are running or the Aircraft is then being warmed by external heat (Hot Fueling), without advanced approval and standby of Public Safety.
- (2) It shall be unlawful for any Person to de-fuel an Aircraft with one or more of its engines running or the Aircraft is then being warmed by external heat.
- (3) It shall be unlawful for any Person to start the engine of an Aircraft if there is any gasoline or other volatile fluid on the ground or otherwise within the vicinity of the Aircraft.
- (4) It shall be unlawful for any Person to fuel an Aircraft inside of any hangar or building on Airport Property, regardless of whether the Fuel Transporting Vehicle, Fuel Truck,

or Fuel Delivery Device is parked outside of the hangar or building. All fueling operations shall take place outdoors.

B. Distance from Buildings.

- (1) Aircraft being fueled shall be positioned so that Aircraft fuel system vents or fuel tank openings are not closer than ten (10) feet from any terminal building, hangar, service building or enclosed passenger concourse other than a passenger boarding bridge.
- (2) Each Fuel Transporting Vehicle, Fuel Truck, and Fuel Delivery Device, whether loaded or empty, shall never be in hangars nor be parked unattended within a distance of less than fifty (50) feet from hangars, paint and dope shops, fuel storage systems, or any other building or structure where any Person may be present therein.

C. Spillage of Fuel and Other Liquids.

- (1) No fuel, grease, oil, dopes, paints, solvents, acid, flammable liquid, or contaminants of any kind shall be suffered or allowed to flow into or be placed in any Airport sanitary or storm drain system.
- (2) Any Person causing overflowing or spilling of fuel, oil, grease, or other contaminants anywhere on Airport Property, shall be responsible for expeditious notification to Public Safety of said spillage and will be held responsible for immediate cleanup of the affected area.
- (3) When fuel spills occur, fueling shall stop immediately.
- (4) In the event of spillage, each Fuel Transporting Vehicle, Fuel Truck, and Fuel Delivery Device, and all other Motor Vehicles, shall not be moved or operated in the vicinity of the spill until the spillage is removed, and a fireguard shall be promptly posted.
- (5) Each Person authorized to store, handle, and dispense fuel on Airport Property shall follow and remain compliant with all current and applicable environmental and fire safety measures of the U.S. Environmental Protection Agency, North Carolina Department of Environmental Quality, current NFPA standards, local laws and requirements.
- (6) Each Person authorized to store, handle, and dispense fuel on the Airport shall have an approved Spill Prevention Control and Countermeasures (SPCC) Plan, and have emergency spill control materials and supplies stored on each mobile Fuel Transporting Vehicle, Fuel Truck, and Fuel Delivery Device, ready for rapid deployment in the event of a spill.
- (7) All Persons authorized to operate a Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device and other fueling equipment, shall be properly trained and familiar with their company's SPCC Plan and shall deploy such means, materials, and measures in the event of a spill if safe to do so.

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

D. Passengers. It shall be unlawful for any Person to fuel or de-fuel an Aircraft while any passenger is on board unless all of the conditions of Section 8.2.D(1) through 8.2.D(3) are met.

- (1) A passenger-boarding device is in place at the cabin door of the Aircraft and the canopy is extended, if present.
- (2) The cabin door is open.
- (3) A flight crew member is on board the Aircraft.
- (4) Section 8.2.D shall not apply to general aviation. Fueling or de-fueling Aircraft while any passenger is on board a general aviation Aircraft shall be in compliance with current NFPA standards.

E. Static Bonding/Aircraft Grounding.

- (1) Prior to the fueling of an Aircraft, the Aircraft and the transfer fuel apparatus shall be adequately bonded and/or grounded as specified in Section 8.2.E.
- (2) Prior to making any fueling connection to the Aircraft, the fueling equipment shall be physically bonded or grounded to the Aircraft being fueled by use of a cable, thus providing a conductive path to equalize the potential between the fueling equipment and the Aircraft.
- (3) The bond or ground shall be maintained until fueling connections have been removed.
- (4) When fueling over a wing, the nozzle shall be bonded or grounded with a nozzle bond or ground cable, having a clip or plug to a metallic component of the Aircraft that is metallically connected to the tank filler port.
 - a. When fueling over a wing, the bond or ground connection shall be made before the filler cap is removed.
 - b. When fueling over a wing, if there is no plug receptacle or means for attaching a clip, the Operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filter port.
 - c. When fueling over a wing, the spout shall be kept in contact with the filler neck until the fueling is completed.
- (5) When a funnel is used in Aircraft fueling, it shall be kept in contact with the filler neck

and the fueling nozzle spout, or the supply container to avoid the possibility of a spark at the fill opening.

- (6) Only metal funnels shall be used to fuel an Aircraft.
- (7) Each hose, funnel, or apparatus used in fueling or de-fueling Aircraft, shall be maintained in good condition, and must be properly bonded to prevent ignition of volatile liquids.

F. Positioning of Equipment for Fueling.

- (1) Positioning of Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be in accordance with this Section 8.2.F.
- (2) Each Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be positioned so that they can be moved promptly after all Aircraft fuel hoses have been disconnected and stowed.
- (3) The drive engine of the fuel pump of the Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall not be positioned under the wing of Aircraft during over wing fueling or where Aircraft fuel system vents are located on the upper wing surface.
- (4) Each Aircraft Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall not be positioned within a ten (10) feet (3 meters) radius of Aircraft fuel system vent opening.
- (5) Hand brakes shall be set, and wheel chocks shall be placed on each fuel servicing Vehicle before the Operators leave the Vehicle.
- (6) No Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be backed within twenty (20) feet of an Aircraft without the Operator having taken those precautions necessary to ensure an appropriate level of safety, which may include ground walkers to assist and guide the Vehicle or fueling object.

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

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

I. Fire Extinguishers.

- (1) No Person shall engage in Aircraft fueling or de-fueling operations without adequate and fully functioning fire extinguishing equipment being there and being readily accessible at the points of fueling.

- (2) All fire extinguishing equipment shall be recertified annually and all Persons shall be trained in the use of the equipment annually.
- (3) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device operating on Airport Property shall be equipped with a minimum of two (2) fully charged BC fire extinguishers, with one (1) located on each side of the Motor Vehicle, and with current annual certifications that conform to applicable and current NFPA standards and FAR as may be appropriate.

J. Parking Areas for Fuel Trucks. Parking areas for a Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be arranged in accordance with the provisions of this Section 8.2.J.

- (1) To facilitate dispersal of the Motor Vehicle in the event of an emergency;
- (2) To provide at least ten (10) feet of clear space between each parked Motor Vehicle for accessibility for fire control purposes;
- (3) To prevent any leakage from draining on the ground or to any building or structure;
- (4) To minimize exposure to damage from any and all out-of-control Aircraft;
- (5) To provide at least fifty (50) feet from any Airport terminal building, Aircraft cargo building, Aircraft hangar or other Airport structure housing any Person or any member of the public, and which has windows or doors in the exposed walls; and
- (6) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device when not in use, shall be stored in a designated area that provides secondary containment protection from a leak or spill from the Motor Vehicle within the parking area.

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

L. Thunderstorm Activity. It shall be unlawful for any Person to conduct fueling or de-fueling operations during periods of thunderstorm and/or lightning activity on or in the vicinity of the Airport.

M. Authority to Dispense Fuel.

- (1) Only those Persons who have then been authorized by the Authority, via a current self-fueling permit, or those Persons who have authority through the issuance of a

permit or lease by the Authority, may dispense fuel into any Aircraft, Vehicle, or ground support equipment on Airport Property.

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

N. Fuel Farms and Bulk Fuel Installations.

- (1) All fuel farms and bulk fuel installations shall conform to the applicable and current NFPA standards, County Fire Codes, federal, state or local laws.
- (2) There shall be NO SMOKING within one hundred (100) feet of a fuel farm or a bulk fuel installation.
- (3) Person(s) using fuel farms and bulk fuel installations shall ensure that such areas are free of weeds, grass, shrubs, trash and other debris at all times.
- (4) Fire extinguishers shall always be maintained in an accessible position, and in an operable condition with a then un-expired certification date.
- (5) No fuel or Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be left unattended during loading or unloading of fuel at a fuel farm or bulk fuel installation.
- (6) All fuel farms and bulk fuel installations shall be operated under a quality control, maintenance, and inspection program of a licensed and bonded fuel supplier, or the State of North Carolina.

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

- (1) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be conspicuously marked on both sides and rear of the cargo tank with the words "FLAMMABLE," "NO SMOKING," and with an appropriate placard identifying the type of fuel contained within the tank.
- (2) Emergency shut-off devices shall be required on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device and shall be conspicuously marked "EMERGENCY SHUT-OFF."
- (3) The propulsion and pumping engine on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall have safeguards to reduce ignition sources to a minimum.
- (4) The carburetor on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be fitted with an approved back-flash arrester.
- (5) The wiring on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be adequately insulated and fastened to eliminate chafing and affixed to terminal connections by tight-fitting snap or screw connections with rubber or similar insulating and shielding covers and molded boots. Two (2) fire extinguishers shall be

conspicuously apparent on each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device, as specified in Section 8.2.1(3).

- (6) Each hose, funnel, or apparatus on a Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device used in fueling or de-fueling Aircraft shall be maintained in good condition.
- (7) Maintenance and testing of Aircraft fueling systems shall be conducted under controlled conditions and in accordance with applicable and current NFPA standards.
- (8) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device shall be stored and maintained outdoors in areas authorized by the Authority, and when not in use, within an area that is protected by secondary containment measures.
- (9) Each Fuel Transporting Vehicle, Fuel Truck, or Fuel Delivery Device based on Airport Property and utilized for the delivery of fuel into Aircraft or authorized Vehicle, shall carry an emergency spill response kit upon it containing materials and supplies to be used by the Operator in the event of a fuel spill.
 - a. Any emergency fuel spill kit materials and supplies that are used shall be immediately replaced.
- (10) Regeneration Pad operations for Fuel Trucks must be in compliance with the current NFPA 407.

8.3 Open Flame Operation.

- A. Except as provided in Section 8.3.A(1) through 8.3.A(3), it shall be unlawful to engage in any lead and carbon burning, fusion gas and electric welding, blow-torch work, reservoir repairs, engine testing, battery charging, and all operations involving open flames on Airport Property.
 - (1) Such operations shall be allowed in the repair shop sections of any hangar, or in any Airport maintenance facility, or other building under the control of the Authority.
 - (2) During such operations, the shop shall be separated from the storage section by closing all doors and openings to the storage section.
 - (3) Any such operations upon any other portions of the Airport shall only be performed after notification and coordination with Public Safety and after receiving permission from the Authority.
- B. It shall be unlawful to engage in any “hot work” including, but not limited to, welding, brazing, or any other process resulting in a spark being produced, in any indoor area on Airport Property without being in compliance with current NFPA standards.
- C. Outdoor “hot work” shall not occur on Airport Property without a permit issued by the Authority at least twenty-four (24) hours in advance.

8.4 Storage of Materials.

- A. It shall be unlawful to keep or store materials or equipment in such a manner as to constitute a fire hazard or be in violation of applicable, local codes or ordinances, or operational Directives of the Authority.
- B. Gasoline, kerosene, ethyl, jet fuel, ether, lubricating oil or other flammable liquid or gas, including those used in connection with the process of “doping” shall be stored in accordance with the local codes or ordinances.
- C. It shall be unlawful to keep, transport, or store lubricating oils on Airport Property, except in containers and receptacles designed for such purposes and in areas specifically approved for such storage in compliance with applicable local codes or ordinances and FAR.

8.5 Hazardous Materials.

- A. It shall be unlawful for any Person, without prior permission from the Authority, to transport, handle, or store on Airport Property any cargo of explosives or other Hazardous Materials which is barred from loading in, or for transportation by Civil Aircraft in the United States under the current provisions of Regulations promulgated by the Department of Transportation (DOT), the FAA, Transportation Security Administration (TSA), or by any other governing authority.
- B. Compliance with said regulations shall not constitute or be construed to constitute a waiver of the notice required in Section 8.5.A or as an implied permission to keep, transport, handle or store such explosives or other dangerous articles on Airport Property.
- C. Twenty-Four (24) hours advance notice shall be given to the Authority in order to investigate and clear any operation requiring a waiver of this Section 8.5.A.
- D. It shall be unlawful to offer, or to knowingly accept, any Hazardous Materials for shipment on Airport Property unless the shipment is handled and stored in full compliance with the current provisions of any local, state, or federal law regulating the handling and storage of Hazardous Materials.
- E. Any Person engaged in transportation of Hazardous Materials shall have designated personnel on Airport Property authorized and responsible for receiving and handling such shipments in compliance with the prescribed regulations.
- F. Any Person engaged in the transportation of Hazardous Materials shall provide storage facilities which reasonably insure against unauthorized access, or exposure to persons and against damage to shipments while on Airport Property.
- G. Any Person transporting or storing Hazardous Materials on Airport Property shall, a minimum of twenty-four (24) hours in advance of such transportation or storage, provide current Safety Data Sheets (SDS) documentation on the Hazardous Materials to the Authority.

- H. Safety Data Sheets (SDS) documentation shall be maintained by the Person responsible for the Hazardous Materials and readily available at all times while the Hazardous Materials are present on Airport Property.
- I. The spill of any Hazardous Materials on Airport Property shall immediately be cleaned up by the Person responsible for such spillage, in accordance with all local, state, or federal regulations governing the handling and storage of such Hazardous Materials, and shall be immediately reported to the Authority.

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

8.7 Aircraft Electrical and Electronic Systems.

- A. It shall be unlawful to test or operate radio transmitters and similar equipment in Aircraft within a hangar with dynamotors running unless all parts of the antenna system are at least one (1) foot removed from any other object.
- B. It shall be unlawful to place an Aircraft, at any time, such that any fabric-covered surface is within one (1) foot of an antenna system.
- C. It shall be unlawful to operate, or ground test, in any area on Airport Property, airborne radar equipment that will interfere with any high intensity radar site.

8.8 Electrical Equipment and Lighting Systems.

- A. It shall be unlawful to use a portable lamp assembly, without a proper protective guard or shield over the lamp to prevent breakage.
- B. It shall be unlawful to leave any power operated equipment or electrical devices on when not in actual use.
- C. It shall be unlawful to do any work on any Aircraft in a hangar or structure without de-energizing or disconnecting the battery or power source.

8.9 Aprons, Building and Equipment.

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

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

8.10 Containers.

- A. No Person, tenant, licensee, lessee, concessionaire, or other occupant or user of an Airport facility on Airport Property, or agent thereof doing business on Airport Property, may keep uncovered trash containers adjacent to sidewalks or roads in any Public Areas on Airport Property.
- B. It shall be unlawful for any Person to spill dirt or any other material from a Motor Vehicle operated or to produce or create FOD in AOAs without promptly reporting and cleaning up the same.
- C. In the event a spill occurs, the Owner of the Motor Vehicle will be responsible for cleaning up the spill at his/her expense.
- D. The Owner or Operator of any trash dumpster or large scale container shall ensure that the container remains covered at all times in a manner so that trash and debris from the container do not leave the container.

8.11 Repairing Aircraft.

- A. Aircraft repairs in storage areas of hangars shall be limited to replacements of parts and repairs incidental thereto, provided such repairs do not involve appliances using any open flame or any heated parts.
- B. It shall be unlawful to start or operate an Aircraft engine inside any hangar.
- C. Section 8.11.B shall not prohibit use of tractors with applicable and current NFPA approved exhaust systems when moving planes within any hangar.
- D. It shall be unlawful to undertake repairs to any Aircraft, or other equipment, for commercial

purposes on the Airport unless first obtaining any and all required leases or permits from the Authority.

- E. It shall be unlawful to solicit the services of, or to accept the services of, any Person who undertakes repairs to any Aircraft or other equipment for commercial purposes on Airport Property, knowing that the Person has not first obtained all required leases or permits from the Authority to operate on Airport Property.
- F. Unless approved by the Authority in advance, it shall be unlawful to engage in any repair or maintenance of an Aircraft in areas that will block or cause a delay in operations of the Airport, other Aircraft, or that would block access of any loading gate or vehicle.

8.12. Violations of Section 8.

- A. A violation of Section 8 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation for any provision of Section 8 in accordance with the following:
 - (1) The civil penalty associated with each civil citation issued for a violation of Section shall be \$250.00.
 - (2) Each day's continuing violation of any provision of Section 8 is a separate and distinct violation.
 - (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent – Additional Penalty of \$50.00; Maximum of three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 8.
 - (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
 - (2) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
 - (3) An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 9. Aeronautical Regulations

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

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

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

9.3 Denial of Use of Airport.

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

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

9.4 Aircraft Incidents.

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

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

(1) When a written report of any incident is required by FAR, a copy of such report may be submitted to the Authority in lieu of the report required in Section 9.4.B.

C. Each written report to be submitted in accordance with Section 9.4.B shall be submitted to the Authority within forty-eight (48) hours from the time the incident first occurred.

9.5 Disabled Aircraft.

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

B. If the Owner is not present on site, or in the event of the Owner's inability, failure, or refusal to comply with the removal orders, all disabled Aircraft or any and all the parts thereof may be removed by employees of the Authority or by Persons contracted to do so, all at the Owner's expense, and without the Authority having responsibility or liability for damage to the Aircraft that may occur as a result of such removal.

9.6 [RESERVED].

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

9.8 Hand Propping of Aircraft.

- A. Hand propping shall be unlawful, unless there is then no other means of starting the Aircraft.
- B. The pilot of the Aircraft remains responsible for any and all liability resulting from hand propping.

9.9 Certification of Aircraft and Licensing of Pilots.

- A. It shall be unlawful for any Person to operate an Aircraft on Airport Property without displaying on board the Aircraft a valid Airworthiness Certificate issued by the Federal Aviation Administration (FAA) or appropriate foreign government.
- B. It shall be unlawful for any Person to operate an Aircraft on Airport Property without displaying on the exterior of the Aircraft a valid registration number issued by the FAA or appropriate foreign government.
- C. It shall be unlawful for any Person to operate an Aircraft on Airport Property without possessing an appropriate certificate or license, issued by the FAA or appropriate foreign government, and all medical certificates required by the FAA.
- D. All Persons shall, upon request of the Authority, produce a valid Operator's license, Airworthiness Certificate, and provide other valid photo proof of identification issued by a government agency.

9.10 Violations of Section 9.

- A. A violation of Section 9 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of any provision of Section 9 in accordance with the following.
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 9 shall be \$400.00.
 - (2) Each day's continuing violation of any provision of Section 9 is a separate and distinct violation.
 - (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days

delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of three (3) Additional Penalties assessed.

- B. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 9.
- C. The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
 - (1) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
 - (2) An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 10. Airport Operational Restrictions

- 10.1 Except to the extent prohibited by applicable FAR, the Authority shall have the ability to designate or restrict the use of a Runway, Taxilane or Taxiway, and/or other operational areas of the Airport, in connection with construction and maintenance activities on Airport Property, or for the benefit of efficient Airport operations and safety, or when the Authority determines it is in the best interest of the Airport, with respect to, but not limited to, the following types of operations; Touch and Go Flights, Training Flights, Experimental Flights, Equipment Demonstration, Air Shows, Maintenance Flight Checks, Compliance with FAR's Part 36, Noise Standards, Aircraft Type and Airworthiness Certification, Skydiving, Banner Towing, and Hot Air Balloons.
- 10.2 It shall be unlawful to engage in an Aircraft engine run up in any location except those specifically Designated Areas.
- 10.3 No equipment or Motor Vehicle supporting the operation of hot air balloons shall be permitted on Airport Property without the proper escort or other permission of the Authority.
- 10.4 Gliders.
 - A. It shall be unlawful to conduct glider operations not in accordance with current FAR's Part 91 and current Directives and approved in advance by the Authority.
 - B. It shall be unlawful to bring equipment or Motor Vehicle supporting the operation of gliders on Airport Property without the proper escort and permission of the Authority.
- 10.5 Ultra-Light Vehicle. It shall be unlawful to operate an ultra-light vehicle on Airport Property without meeting or exceeding all requirements contained in FAR's Part 103.
- 10.6 Take-Offs and Landings.
 - A. Except as provided for in Section 10.6.A(1) below, it shall be unlawful for any Person to

cause an Aircraft to takeoff or land, except on a Runway.

(1) Helicopters are an exception to Section 10.6.A, as they may operate from an approved location other than a Runway.

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

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

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

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

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

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

10.9 Parachute Jumping.

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

10.10 Adequate Personnel. Passengers shall not be permitted to enplane or deplane Aircraft outside of the presence of authorized Airline personnel. Airlines and Affiliates shall not enplane an Aircraft until there is sufficient personnel (including, but not limited to, ground support personnel, and other Airline personnel necessary to meet FAA, TSA and Airport security program requirements) is available to operate the Aircraft without delay. Likewise, Airlines and Affiliates shall ensure that sufficient personnel (including, but not limited to, ground support personnel, and other Airport personnel necessary to meet FAA, TSA, and Airport security program requirements) is available to deplane an Aircraft without delay. An Airline or an Affiliate that, solely due to a lack of available personnel, leaves passengers on an Aircraft for more than 30 minutes after enplaning, but before departing (either at the gate or taxiway), or after arriving, but before deplaning (either on the taxiway or the gate) shall be in violation of this Section 10.10, unless such unavailability of sufficient Airline or Affiliate personnel is the result of construction activities at the Airport or an emergency. For purposes of this Section, emergency shall be defined as an urgent, unexpected and usually dangerous situation that poses immediate risk to the health, safety or life of any person or an immediate risk tot property or the environment, and requires immediate action by the Airline.

10.11 Violations of Section 10

10.12 A violation of Section 10 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of any provision of Section 10 in accordance with the following.

- (1) The civil penalty associated with each civil citation issued for a violation of Section 10.1 to 10.9 shall be \$400.00.
- (2) The civil penalty associated with each citation issued to an Airline for a violation of Section 10.10 (by the Airline or an Affiliate) shall be \$3,000.00 for the first violation; \$6000.00 for the second violation; and \$10,000.00 for the third and all subsequent violations within a twelve month period.
- (3) The Authority shall impose a second violation charge when a second violation of the same rule occurs within a twelve month period from the date of the first violation. The Authority shall impose a third violation charge when a third violation of the same rule occurs within a twelve month period from the date of the first violation.
- (4) Each day's continuing violation of any provision of Section 10 is a separate and distinct violation.
- (5) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply: 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of 100.00; Maximum of three (3 Additional Penalties assessed).

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

- A. The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
- B. An order for removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
- C. An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 11. Taxi and Ground Rules

11.1 Aircraft Parking.

- A. It shall be unlawful for any Person to Park an Aircraft in any area on Airport Property except those designated, and in the manner prescribed, by the Authority.
- B. If any Person uses unauthorized areas for Aircraft parking, the Aircraft so parked may be removed by or at the direction of the Authority. The Authority shall not be liable to the Owner for any damage to the Aircraft, and the removal shall be at the expense of the Owner thereof.

- C. No Aircraft shall be left unattended on Airport Property unless it is in a hangar or adequately locked and tied down.
- D. Articles left in Aircraft are the sole responsibility of the Aircraft Owner and pilot.
- E. It shall be unlawful for any Airline or Affiliate to ignore (or otherwise fail to respond to) the instruction of the Authority to move a parked or stored Aircraft from any terminal, gate or other location on Airport Property to another location; provided the Authority's directive does not violate the terms of any lease or other agreement between such Airline or Affiliate and the Authority. If the Airline or Affiliate does not move a parked or stored Aircraft to another location, within 60 minutes of the instruction by the Authority to do so, the Airline or Affiliate shall be in violation of this Section 11.1.E, unless such delay in so moving the Aircraft is the result of a mechanical issue preventing such relocation, in which case Airline or Affiliate will only be in violation of this Section 11.1.E if Airline or Affiliate does not with due diligence rectify such mechanical issue and within 30 minutes thereafter relocate such Aircraft in accordance with Authority's directions.
- F. In the event the Authority does not schedule the Aircraft gates or parking locations, all Airlines and Affiliates must reasonably cooperate with one another (and the Authority) work together to coordinate the use of Aircraft gates and parking locations, in advance, in order to avoid conflicts; and it shall be unlawful for any Airline or Affiliate to fail or refuse to do so. It shall also be unlawful for any Airline or Affiliate to block a gate or other area with a parked Aircraft for an extended period of time without the advance permission of the Authority; unless the Aircraft is blocking the gate or other area as a result of a mechanical issue preventing the relocation of the Aircraft, in which case, Airline or Affiliate will only be in violation of this Section 11.1F if Airline or Affiliate does not with due diligence rectify such mechanical issue and within 30 minutes thereafter relocate such Aircraft in accordance with the Authority's directions.

11.2 Derelict Aircraft.

- A. It shall be unlawful for any Person to Park or store any Aircraft in non-flyable condition on Airport Property, including leased premises, for a period in excess of ninety (90) days, without written permission from the Authority.
- B. It shall be unlawful for any Person to store or retain Aircraft parts or components, being held as inventory, anywhere on Airport Property, other than in an enclosed, authorized facility, or in a manner approved by the Authority, in advance and in writing.
- C. In the event of violations of Section 11.2.A and 11.2.B, the Authority shall notify the Owner or Operator thereof by certified or registered mail, requiring removal of said Aircraft within fifteen (15) days of receipt of notice.
 - (1) In the event the Owner or Operator is unknown or cannot be found for purposes of notice, the Authority shall conspicuously post and affix the notice on said Aircraft, requiring removal of said Aircraft within fifteen (15) days from the date of posting.
 - (2) In the event the Owner or Operator fails to remove the Aircraft within fifteen (15) days

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

11.3 Ground Support Equipment (GSE).

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

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

11.5 Violations of Section 11.

- A. A violation of Section 11 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 11 in accordance with the following.
 - (1) The civil penalty associated with each civil citation issued for a violation of Sections 11.1.A through 11.1.D shall be \$400.00.
 - (2) The civil penalty associated with each civil citation issued to an Airline for violation of Sections 11.1.E, 11.1.F, 11.3, and 11.4 (by an Airline or an Affiliate) shall be \$3,000.00 for the first violation; \$6,000.00 for the second violation and \$10,000.00 for the third and all subsequent violations within a twelve month period.
 - (3) The Authority shall impose a second violation charge when a second violation of the same rule occurs within a twelve month period from the date of the first violation. The Authority shall impose a third violation charge when a third violation of the same rule occurs within a twelve month period from the date of the first violation.
 - (4) Each day's continuing violation of any provision of Section 11 is a separate and distinct violation.
 - (5) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent. Additional Penalty of \$100.00; Each additional 30 days delinquent - \$100.00; Maximum of three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of, or in noncompliance with, Section 11.

- (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
- (2) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
- (3) An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 12 Helicopter Operations

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

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

12.3 Violations of Section 12.

A. A violation of Section 12 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 12 in accordance with the following.

- (1) The civil penalty associated with each civil citation issued for a violation of Section 12 shall be \$250.00.
- (2) Each day's continuing violation of any provision of Section 12 is a separate and distinct violation.
- (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of three (3) Additional Penalties assessed.

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

- (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
- (2) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.

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

Section 13 Use of T-Hangars and Storage Hangars

- 13.1 It shall be unlawful to utilize T-Hangars and storage unit hangars for any purpose that would constitute a nuisance or interferes in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.
- 13.2 T-Hangars and unit storage hangars, whether owned by the Authority or by a commercial entity, shall be used for storage of Aircraft and a minimal amount of other items that support Aircraft operations. Vehicles may be stored in T-Hangars and unit storage hangars, only while Aircraft are in use.
- 13.3 It shall be unlawful to attach items of any nature to the building, either interior or exterior, without the permission of the Authority and in full compliance with Airport Development Guidelines.
- 13.4 It shall be unlawful to suspend or lift Aircraft, or Aircraft component, utilizing the building or any component of the building.
- 13.5 It shall be unlawful to make any alterations to the hangar structure without written approval by the Authority.
 - A. Any approved alterations to the hangar are subject to removal by the Authority at the occupant's expense, upon thirty (30) days' written notice, for the purpose of repair, construction, or other purposes deemed necessary by the Authority.
- 13.6 Except as provided in Section 13.6.A below, it shall be unlawful to store or to allow to accumulate in any hangar, Flammable Liquids, flammable material, or other flammable refuse.
 - A. Storage of no more than ten (10) gallons of Flammable Liquids, inclusive of Aircraft lubricants, within the premises, shall not be considered a violation of Section 13.6, so long as all such storage is in applicable and current NFPA approved containers, or unopened original containers.
- 13.7 It shall be unlawful to wash Aircraft with running water in hangars when such washing will cause drainage into its hangar or through or to any other hangar.
- 13.8 It shall be unlawful to spray paint of any kind in any hangar, unless inside an approved paint booth.
- 13.9 It shall be unlawful to use any tools, equipment, or materials in any hangar that could constitute a fire hazard.
- 13.10 It shall be unlawful to smoke in any hangar.
- 13.11 All Occupants shall exercise care to keep oil, grease, etc., off the floor(s).

- 13.12 Occupants of each hangar shall see that electric current and water, if available, is not used excessively.
- 13.13 It shall be unlawful to erect, paint, or otherwise display any sign on the exterior of any hangar without the written approval of the Authority.
- 13.14 It shall be unlawful for any Aircraft or Motor Vehicle to be parked by a hangar, in such a manner as to block access to adjoining hangar space(s), or to cause inconvenience(s) to other Occupants.
- 13.15 A Motor Vehicle parked for more than a twenty-four (24) hour period must be parked inside the T-Hangar.
- 13.16 It is unlawful for any Person to use any hangar for Commercial Activity whatsoever, including, but not by way of limitation, the sale of products or services of any kind, and whether or not such actions are transacted for profit, without written approval of the Authority, and after having satisfied all of the necessary requirements of the Authority for conducting a Commercial Activity on Airport Property.
- 13.17 It shall be unlawful to permit or to perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing Motor Vehicle or Aircraft ground support equipment in any hangar.
- 13.18 Violations of Section 13.
- A. A violation of Section 13 shall not be a misdemeanor or infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed and civil citations issued for the violation of any provision of Section 13 in accordance with the following.
- (1) The civil penalty associated with each civil citation issued for a violation of Section 13 shall be \$250.00.
 - (2) Each day's continuing violation of any provision of Section 13 is a separate and distinct violation.
 - (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent – Additional Penalty of \$100.00; Maximum of three (3) Additional Penalties assessed.
- B. The Authority may order any Person to cease and desist any activities or conduct in violation of, or in noncompliance with, Section 13.
- (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
 - (2) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.

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

Section 14. Motor Vehicles

- 14.1 Traffic Signs and Signal Devices. It shall be unlawful for any Person to fail to comply with the directions and instructions indicated on all parking and traffic signs, markers or devices, erected or placed on Airport Property.
- 14.2 Pedestrian Right-of-Way. Except as specified in Section 14.2.A below, it shall be unlawful for any Person operating a Motor Vehicle to fail to yield the right-of-way to a pedestrian who crosses within a pedestrian crosswalk.
 - A. Section 14.2 shall not apply when the movement of traffic is being actively regulated by on-site law enforcement officers, traffic specialists, or traffic control devices.
- 14.3 Motor Vehicle Condition. It shall be unlawful for any Person to operate anywhere on Airport Property any Motor Vehicle which; (i) is so constructed, equipped or loaded, or which is in such unsafe condition as to endanger any Persons or any property; (ii) which has attached thereto any object or equipment (including that which is being towed) which drags, swings, or projects so as to be hazardous to any Person(s) or any tangible property; or (iii) does not meet all current North Carolina state required safety and emission standards or does not have a current North Carolina state inspection certification, if applicable, to the Motor Vehicle.
- 14.4 Closing or Restricting Use of Airport Roadways. The Authority is authorized to close or restrict the use of any or all Airport roadways to Motor Vehicle traffic in the interest of safety.
- 14.5 Storing, Parking or Repairing Motor Vehicles.
 - A. Except as specified in Section 14.5.A(1) and 14.5.A(2) below, it shall be unlawful for a Motor Vehicle to be stored or repaired on Airport Property.
 - (1) The Authority may designate specific areas where a Motor Vehicle may be stored or repaired on Airport Property.
 - (2) Minor repairs necessary with respect to a temporarily disabled Motor Vehicle shall not be in violation of Section 14.5.A; however, the Authority can immediately tow or otherwise remove any Motor Vehicle that is causing a safety hazard or creating a traffic flow problem.
 - B. A Motor Vehicle abandoned on Airport Property, including any Motor Vehicle located within a paid parking lot, shall be towed at the Owner's expense.
- 14.6 Other Vehicles.
 - A. It shall be unlawful to operate any off road Motor Vehicle, including but not limited to, dirt

bikes and 3 and 4 wheelers, on Airport Property, except for Airport operational purposes.

- B. It shall be unlawful to operate any skateboard, hoverboard, one-wheel, recreational scooter, or other similar device on Airport Property, except for Airport operational purposes.
- C. Bicycles may operate on Airport Property in accordance with all Motor Vehicle and traffic rules and regulations. It shall be unlawful to operate a bicycle on the sidewalk of any Airport Property.

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

14.8 Procedure in Case of Incident.

- A. The Operator of any Motor Vehicle involved in an incident on Airport Property, which results in injury to or death of any Persons, or property damage, shall immediately stop such Motor Vehicle at the scene of the incident and shall render reasonable assistance.
- B. The Operator shall immediately, by the quickest means of communications, give notice of the incident to Public Safety.
- C. The Operator of each Motor Vehicle involved shall furnish the name and address of Owner and the driver of the Motor Vehicle, the Operator's license and the Motor Vehicle registration and the name of the liability insurance carrier for the Motor Vehicle, to any Person injured, the driver or occupant of the Motor Vehicle damage, to any police officer, and to the Authority or any representative thereof, if requested.

14.9 Safe Speed.

- A. It shall be unlawful to drive or operate a Motor Vehicle on Airport Property at a speed greater than is reasonable and prudent under the existing conditions and having due regard to actual and potential hazards.
- B. The speed limit on AOA Apron areas shall be 10 MPH unless otherwise posted. The speed limit on all other Airport Property shall be 25 MPH unless otherwise posted.
- C. Except as provided for in Section 14.9.C(1), it shall be unlawful to drive a Motor Vehicle at such a slow speed as to impede or block the normal and reasonable movements of traffic.
 - (1) It shall not be a violation of Section 14.9.C if the reduced speed is necessary for safe operation or in compliance with the law.
- D. It shall be unlawful to drive a Motor Vehicle on the streets and other vehicular traffic areas on Airport Property, including parking areas, in excess of the speed limits indicated on signs posted by the Authority or on behalf of the Authority.

14.10 Motor Vehicle Operations on Airport Operations Area.

- A. Unless express permission has been granted by the Authority, it shall be unlawful for any Person to operate a Motor Vehicle on the AOA.
- B. Except for any Authority Vehicles, and trucks and any other vehicle necessary for the servicing and maintenance of Aircraft and transportation of passengers on Airport Property, it shall be unlawful to Park a Motor Vehicle on any portion of the AOA.
- C. It shall be unlawful for any Person to Park a Motor Vehicle in any manner so as to block or obstruct; (i) fire hydrants and the approaches thereto; (ii) the gates or emergency exits, and/or (iii) building entrances or exits.
- D. It shall be unlawful to Park a Motor Vehicle under loading bridges.
- E. Aircraft taxiing on any Runway, Taxilane or Taxiway, or Apron area, shall always have the right-of-way over any and all Motor Vehicle traffic.
- F. Two-way radio communications with the air traffic control tower is required for each authorized Motor Vehicle or escort Motor Vehicles traversing or operating on the AMA during periods of tower operation or on the common traffic advisory frequency when the tower is closed.

14.11 Violations of Section 14.

- A. Unless otherwise expressly specified herein, violation of any provision of Section 14 shall constitute an infraction and shall subject the violator to a fine not to exceed \$50.00, in accordance with North Carolina General Statutes § 14-4.
- B. Violations of Sections 14.10.D, 14.10.E, and 14.10.F, and violations of the posted speed limit in the AOA, shall not be an infraction under North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of Sections 14.10.D, 14.10.E, and 14.10.F, and the posted speed limit in the AOA, in accordance with the following.
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 15.8 below shall be \$50.00.
 - (2) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$25.00; each additional 30 days delinquent – Additional Penalty of \$25.00; Maximum of three (3) Additional Penalties assessed.

Section 15. Motor Vehicle Parking.

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

- 15.2 It shall be unlawful for any Motor Vehicle to remain in any of the Public Parking Facilities on Airport Property for more than thirty (30) consecutive days, and each Motor Vehicle remaining in excess of thirty (30) consecutive days, may be considered Abandoned.
- A. A Motor Vehicle that is Abandoned shall be towed from the Airport at the Owner's expense.
- 15.3 It shall be unlawful for any Person utilizing those Public Parking Facilities that require hourly or daily fees to exit or otherwise remove their Motor Vehicle from said parking areas without first paying the fees that are rightfully due.
- 15.4 The owners or Operator of a Motor Vehicle who is granted permission to Park in employee parking lots or other designated areas on Airport Property, shall display the Authority issued permit on the Motor Vehicle at all times.
- 15.5 It shall be unlawful for any Person, at any time, to park a Motor Vehicle in any area not specifically designated for the parking of a Motor Vehicle, whether on or off any tenant leasehold on Airport Property.
- 15.6 Except for an authorized service Motor Vehicle, while the Operator is performing official functions on behalf of the Airport, a utility company, contractor, or other authorized agent, it shall be unlawful for any Person to Park a Motor Vehicle on any public roadway on Airport Property at any time.
- 15.7 Except for an authorized service Motor Vehicles while the Operator is performing official functions on behalf of the Airport, a utility company, contractor, or other authorized agent, it shall be unlawful for any Person to Park a Motor Vehicle on sidewalks, greenways, or other landscaped areas.
- 15.8 It shall be unlawful for any Person to leave a Motor Vehicle unattended in front of the passenger terminal building, along the curbside, or any portion of the terminal roadway for any period of time whatsoever.
- 15.9 It shall be unlawful for any Person to Park any Motor Vehicle in any reserved parking area without a valid permit issued by the Authority, permitting such parking in the respective reserved area.
- 15.10 [RESERVED]
- 15.11 Public Safety personnel may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way, or any other unauthorized area or structure on Airport Property, any property which is disabled, Abandoned, or which interferes with aircraft operations, creates another operational problem, nuisance, security, or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner.
- A. Any property removed under Section 15.11 shall be relocated to an official impound area or such other area designated by the Authority.
- B. Any property impounded by the Authority shall be released to the Owner or Operator

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

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

15.13 Violations of Section 15.

- A. Unless, otherwise expressly specified herein, violation of any provision of Section 15 shall constitute an infraction and shall subject the violator to a fine not to exceed \$50.00, in accordance with North Carolina General Statutes § 14-4.
- B. Violation of Sections 15.4 and 15.8 shall not be an infraction of North Carolina General Statutes § 14-4. Civil penalties shall be assessed, and civil citations issued for the violation of Sections 15.4 and 15.8, in accordance with the following.
 - (1) The civil penalty associated with each civil citation issued for a violation of Section 15.8 shall be \$50.00.
 - (2) Each day's continuing violation of any provision of Section 15.8 is a separate and distinct violation.
 - (3) A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$25.00; each additional 30 days delinquent – Additional Penalty of \$25.00; Maximum of three (3) Additional Penalties assessed.
- C. The Authority may order any Person to cease and desist any activities or conduct in violation of or in noncompliance with Section 15.8.

- (1) The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from, or denied access to, the Airport.
- (2) An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
- (3) An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

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

- (1) Violation of Section 15.3: **\$250.00** fine.

Section 16. Ground Transportation Vehicles

- 16.1 It shall be unlawful for any Person to operate a Motor Vehicle on Airport Property for the purposes of providing commercial ground transportation, including but not limited to, a Taxicab, Taxi or Cab, Limousine, Peer-to-Peer Vehicle Sharing Program, Transportation Network Company, Courtesy Vehicle or Shuttle Van/Bus, for pickup of passengers, without first obtaining a ground transportation permit from the Authority.
- 16.2 It shall be unlawful for any commercial ground transportation, including but not limited to, a Taxicab, Taxi or Cab, Limousine, Peer-to-Peer Vehicle Sharing Program, Transportation Network Company, Courtesy Vehicle or Shuttle Van/Bus, to pick up or drop off passengers or vehicles at any place on Airport Property other than the areas specifically designated for such purpose.
- 16.3 A violation of Section 16 shall not be a misdemeanor or infraction under North Carolina General Statutes §14-4. Civil penalties shall be assessed, and civil citations issued, for the violation of any provision of Section 16 in accordance with the following.
 - A. Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 16 shall be \$250.00.
 - B. Except as otherwise specified herein, each day's continuing violation of any provision of Section 16 is a separate and distinct violation.
 - C. A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$100.00; Each additional 30 days delinquent - Additional Penalty of \$100.00; Maximum of three (3) Additional Penalties assessed.
- 16.4 The Authority may order any Person to cease and desist any activities or conduct in violation of or in non-compliance with Section 16.

- A. The Authority may order any Person who knowingly fails to comply with a cease and desist order removed from or denied access to the Airport.
- B. An order of removal from or denial of access to the Airport shall be issued by the Authority in writing and shall be hand delivered or sent by certified mail to the Person's last known address.
- C. An order of removal from or denial of access to the Airport shall set forth the reasons for and dates on which removal or denial of access shall begin and end.

Section 17. Free Speech

- 17.1 The Airport is designed, operated, and maintained as a facility for public air transportation, and was not designed, nor is it intended for use as a forum for public free speech or expressive activities including carrying or displaying signs or placards, leafletting, campaigning, marches, rallies, parades, demonstrations, protests, assemblies, speeches, circulation of petitions, proselytizing, and/or public demonstration on the Airport. Accordingly, no Person shall engage in free speech or expressive activities on Airport Property without first obtaining a permit from the Authority.
- 17.2 No Person shall engage in free speech or expressive activities:
- A. Without a permit issued by the Authority.
 - B. In a manner that obstructs entrance to or exit from the terminal, walkways, roadways, parking, or concourses, etc.
 - C. That physically or verbally obstruct, delay or interfere with the free movement of any Person, Motor Vehicles, or Aircraft on Airport Property or otherwise prevent the orderly and efficient use of the Airport for its primary purpose.
 - D. That impair or interfere with the rights of other Persons or the transportation function of the Airport.
 - E. On Airport Property outside of the terminal.
 - F. In those portions of the terminal not open to the general public.
 - G. Within ten (10) feet of any Person waiting in line or any Person loading and unloading baggage.
 - H. That utilizes sound or voice amplifying apparatus, chants, dance, or other similar conduct.
 - I. That utilizes tables, stands, chairs, or other structures.
 - J. That collects money or gather of signatures.
 - K. Involving signs larger than 22" by 28".

- L. Involving stick or rigid holders.
 - M. Involving physical obstructions.
- 17.3 Upon request, reasonable accommodations can be made for Persons with a disability.
- 17.4 Permits for free speech or expressive activities shall:
- A. Be issued only for designated spaces inside the Airport terminal.
 - B. Be issued for a maximum of ten (10) Persons at one location in the Airport terminal.
 - C. Be limited in number per day and shall be granted by the Authority on a first come first served basis.
 - D. Be valid for a period not to exceed seven (7) successive days.
 - E. Be obtained from the Authority at least three (3) business days in advance.
- 17.5 There is no charge for a permit under this Section.
- 17.6 Persons with a permit for free speech or expressive activities, must obey all directions of Public Safety Officers and other authorized Authority personnel, designated to facilitate the movement of Airport Customers and traffic in, to, and from the terminal, walkways, and roadways.
- 17.7 Anyone engaging in free speech or expressive activities on Airport Property must have a copy of their permit on their Person and be able to present it, if requested by a Public Safety Officer, or an Authority employee.
- 17.8 Permits may be denied if the Authority determines that the activity does not constitute legally protected free speech.
- 17.9 The Authority may suspend a permit in the event of an emergency at the Airport impacting, or potentially impacting the safety of Persons and property, or when necessary to implement required emergency security procedures.
- 17.10 A violation of Section 17 shall not be a misdemeanor or infraction under North Carolina General Statutes §14-4. Civil penalties shall be assessed, and civil citations issued, for the violation of any provision of Section 17 in accordance with the following.
- A. Unless otherwise expressly specified herein, the civil penalty associated with each civil citation issued for a violation of Section 17 shall be \$50.00.
 - B. Except as otherwise specified herein, each day's continuing violation of any provision of Section 17 is a separate and distinct violation.
 - C. A civil penalty is delinquent if not paid by the 30th day from the date the civil citation is

issued. Thereafter, the following additional civil penalties shall apply; 15-30 days delinquent – Additional Penalty of \$50.00; Each additional 30 days delinquent - Additional Penalty of \$50.00; Maximum of three (3) Additional Penalties assessed.

Section 18. Enforcement and Appeals

18.1 Infractions.

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

18.2 Misdemeanors.

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

18.3 Administrative Violations/Civil Citations.

- A. The Authority shall authorize specific Authority personnel to enforce all administrative violations of these Airport Rules & Regulations by civil citation.
- B. Upon any administrative violation of these Airport Rules & Regulations, personnel designated in accordance with Section 18.3.A shall cause a civil citation to be issued to the violator.
- C. All civil citations shall be hand delivered to the violator or shall be mailed by first class mail addressed to the last known address of the violator. The violator shall be deemed to have been served upon hand delivery or the mailing of the civil citation.
- D. Civil citations issued by GARAA are recoverable in a civil action in the nature of a debt when the civil citation is not paid within the time period prescribed.

18.4 Appeal of Civil Citation.

- A. Any Person may submit, within ten (10) days of receipt of a civil violation, a written request that the President & CEO review the civil citation, in accordance with Sections 18.4.B through 18.4.D below. Additional penalties shall be stayed while an appeal of a civil citation is pending.
- B. A request to the President & CEO shall be in writing and shall be hand delivered to the Office of the President & CEO and must be signed for by an employee of the Authority or shall be mailed to the President & CEO by certified mail, return receipt requested.
- C. A request to the President & CEO must specify in detail, all of the reasons why the civil citation should be modified or withdrawn and must provide a mailing address for the President & CEO to submit a response to the request.
- D. Within ten (10) days of receipt of the request, in accordance with Section 18.4.A, the

President & CEO shall mail a written decision to the requesting party at the address provided.

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

- 18.5 In addition to any civil or criminal penalties set out in any Section or subsection herein, these Rules & Regulations may be enforced by an injunction, order of abatement, or other appropriate equitable remedy issuing from a court of competent jurisdiction.
- 18.6 The Airport Rules & Regulations may be enforced by one, all, or a combination of the penalties and remedies authorized and prescribed herein, except that any provision, the violation of which incurs a civil penalty, shall not be enforced by criminal penalties.
- 18.7 The Authority may take such other action as may be necessary to enforce all Airport Rules & Regulations and to safeguard the public on Airport Property.
- 18.8 All Persons on Airport Property shall cooperate with the Authority employees responsible for enforcing these Airport Rules & Regulations.

Section 19. Miscellaneous.

- 19.1 Conflict. These Airport Rules & Regulations supersede and control all the Minimum Standards and all of the Authority's other policies, to the extent of any conflicts, unless the Minimum Standard is required by the FAR. If the Minimum Standard is required by the FAR, the Minimum Standard will have the force and effect as required by the FAR.
- 19.2 Severability. If any provision of these Airport Rules & Regulations is held by any court of competent jurisdiction to be invalid, then the invalid provision shall be considered a separate and distinct and independent part of the ordinance, and such invalidity shall not affect the validity or enforcement of the ordinance as a whole or any other part contained therein.
- 19.3 Amendment. The Greater Asheville Regional Airport Authority reserves the right to adopt such amendments to these Airport Rules & Regulations, from time to time, as it determines are necessary or desirable for the benefit of the general public or the operation of the Airport.
- 19.4 Notice. When notice is required under this Ordinance, such notice shall be delivered as follows:
 - A. To the Authority.
 - B. To Public Safety.
 - C. To the President & CEO

NEW BUSINESS: The Vice-Chair stated that an additional item, Item D, was added to the agenda.

A. Preliminary Approval of Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport: Janet Burnette stated that in preparation for the upcoming FY2024/2025 Budget, staff has developed a new Schedule of Airline Rates, Fees and Charges for FY2024/2025 using the same agreed-upon rate methodology. A meeting was held with the airline representatives on February 28th to review the proposed Airline Rates, Fees and Charges.

Ms. Russo Klein moved to approve the proposed Airline Rates, Fees and Charges; schedule a public hearing and accept public comment on the proposed Airline Rates, Fees and Charges; and following the minimum period for public comment and a public hearing, adopt the Airline Rates, Fees and Charges for FY2024/2025 at the next scheduled Authority Board meeting. Mr. Bell seconded the motion and it carried unanimously.

B. Approval of Preliminary FY2025 Budget: Janet Burnette presented the preliminary Fiscal Year 2025 Budget to the Board. Mrs. Burnette outlined the operating revenues assumed to increase due to a growth in enplanements and reviewed the operating expenses which included an additional 18 positions as well as increases in both professional and contractual services. The proposed capital budget and capital funding sources as well as the cash balance were reviewed. Mrs. Burnette then pointed out the increased supplemental fees contained in the proposed budget. The president informed the Board that the fees for off-site parking shuttles for hotels would change to a flat fee rather than a per trip fee since there would be no mechanism in place to charge the per trip fee due to the terminal construction.

Brief discussions took place on the increase in employee positions, the impact on the Authority's insurance rates, and the reserve fund.

Ms. Russo Klein moved to approve the proposed Preliminary Fiscal Year 2024-2025 Budget and accept public comment on the proposed Fiscal Year 2024-2025 Budget during the next 10 days. Mr. Ricker seconded the motion and it carried unanimously.

C. Approval of Reimbursement Agreement with Sheetz, Inc. and the Greater Asheville Regional Airport Authority: Christina Madsen reminded the Board that a lease with Sheetz, Inc. ("Sheetz") was approved in August, 2023. Included in the lease was the design and construction of additional parking spaces for which the Authority would reimburse Sheetz. A preliminary cost analysis was completed, and the design and construction of the additional parking spaces amounts to \$2,189,217.25. The construction costs will be finalized once the construction drawings reach the 90% point.

The funds for the project will be included in the Fiscal Year 2024-2025 Budget for reimbursement to Sheetz.

Mr. Bell moved to approve the agreement with Sheetz, Inc. and authorize the President & CEO to execute the necessary documents. Ms. Russo Klein seconded the motion and it carried unanimously.

D. Approve Agreement for Professional Consulting Services between the Greater Asheville Regional Airport Authority and Parsons Transportation Group, Inc. for the Air Traffic Control Tower and Associated Facilities Project:

Michael Reisman informed the Board that an agreement with Pond and Company, Inc. ("Pond") for design and construction administration services for the Air Traffic Control Tower project was approved by the Board in March, 2021. Pond was responsible for Resident Project Representative ("RPR") services as part of the agreement and provided the services through a sub-consultant. The RPR assigned to the project left the employ of the sub-consultant and Pond has not been able to provide a replacement satisfactory to the Authority. Staff explored options to fill the RPR position through another consulting firm and Parsons Transportation Group, Inc. ("Parsons") submitted an extremely qualified candidate.

Mr. Reisman stated that the agreement with Pond will need to be amended to remove the remaining RPR services and an agreement with Parsons executed. The cost for the RPR services with Parsons is not to exceed \$556,798.40 for the first 12 months of service. The Agreement would need to be renewed to see the project through to completion. Mr. Reisman further stated that a portion of the costs would be offset by cost savings from removing the remaining RPR services from the Pond agreement and that the costs will be funded through the existing budget for the project.

The Board questioned the amount of additional cost to the Authority to contract with Parsons for the RPR services. Mr. Reisman responded that approximately \$450,000 of the Pond contract was unspent and would be applied towards the Parsons contract leaving approximately \$80,000 to \$100,000 short. However, due to the timing of the two contracts and the necessity to extend RPR services for another 12 months, the cost was almost equal.

After a question from the Board was raised regarding language in the contract for RPR services, it was determined that the item would need to be further discussed in Closed Session.

PRESIDENT'S REPORT: The president stated that he had an additional item to address that was not included on the agenda.

A. 5k Proceeds: The president advised the Board that of the \$25,000 proceeds from the 5k held in October, \$10,000 was presented to AB Tech's Aviation Scholarship Fund; \$10,000 to the WNC Pilot's Association Educational Foundation; and \$5,000 to Big Brothers Big Sisters of WNC. The president stated that staff was exploring a partnership with Big Brothers Big Sisters of WNC and that this could be an avenue to spark interest in aviation as young people pursue their education. The next 5k will be held in August.

B. Contingency Spending: The president reported that staff contracted with Tennoca Construction Company to repair some damage due to water runoff to the remote parking lot across NC280. \$20,000 was spent from contingency for the repairs.

C. 2023 Annual Report: A copy of the 2023 Annual Report was available at the Board Members' seats for their information.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Vice-Chair stated that the March 27, 2024 meeting would not be necessary and was cancelled. The next regular meeting of the Board will be held on April 12, 2024 at Council Chambers, Fletcher Town Hall.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:24 a.m. Mr. Bell moved to go into Closed Session Pursuant to Subsections 143-318.11 (a) (3) and (4) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; and to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including an Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Authority in Negotiations. Ms. Russo Klein seconded the motion and it carried unanimously.

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

Open Session resumed at 10:04 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MARCH 8, 2024

CLOSED SESSION MINUTES: Mr. Bell moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public

inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY FEBRUARY 9, 2024 CLOSED SESSION MINUTES:

Mr. Kennedy moved to approve the minutes for the Greater Asheville Regional Airport Authority February 9, 2024 Closed Session and to seal and withhold the minutes for the February 9, 2024 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

Approve Agreement for Professional Consulting Services between the Greater Asheville Regional Airport Authority and Parsons Transportation Group, Inc. for the Air Traffic Control Tower and Associated Facilities Project:

Mr. Ricker moved to approve the Agreement for Professional Consulting Services between the Greater Asheville Regional Airport Authority and Parsons Transportation Group, Inc. at a cost not to exceed \$556,798.40 for the first twelve month period; and authorize the President & CEO to execute the necessary documents, when finalized, in substantially the same form. Mr. Kennedy seconded the motion and it carried unanimously.

ADJOURNMENT: Ms. Russo Klein moved to adjourn the meeting at 10:06 a.m. Mr. Kennedy seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Britt Lovin
Vice-Chair



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: April 12, 2024

ITEM DESCRIPTION – Consent Item B

Approval of Insurance Renewals

BACKGROUND

Employee Insured Benefits

CIGNA has provided the Authority's medical insurance coverage for the past 14 years and the renewal trend has been very good over the years. The Authority experienced a significantly higher than usual claims year. CIGNA originally quoted a 14% rate increase. Our broker, OneDigital, was able to further negotiate the renewal to 6.9% based on a long history of low claims years. In order to maintain a high level of benefits for our employees, we are recommending renewing the same plan with Cigna. The Cigna plan structure limits our large claims liability. The level funded plan allows us to see our claims history and helps tailor our Wellness Program to meet the needs of our employees, which has also helped keep renewal rates down through the life of the plan.

With FY2024/25's position and retiree counts, total premiums will be approximately \$2,298,442. Offset by employee contributions of \$419,555, the Authority's net cost for medical insurance will be approximately \$1,878,887, based on the current enrollment and approved new hires for FY2024/25.

Delta Dental has provided our dental coverage for the past eight years. Delta Dental originally provided a 12% increase due to high out-of-network utilization. Our broker recommended moving from the current 90th percentile fee schedule for out of network claims to Delta Dental's premier fee schedule for additional savings. The premier fee schedule still allows participants to choose any dentist they prefer but provides the lowest out-of-pocket costs when choosing in-network dentists. By changing fee schedules, our broker was able to further negotiate the renewal to -4.15% with Delta Dental. With FY2024/25's position count, total premiums will be approximately \$90,106.



Superior Vision has provided our vision coverage for the past eight years. Superior Vision provided a flat, no increase renewal FY2022/23 and guaranteed the rate through FY2025/26. With FY2024/25's position count, total premiums will be approximately \$7,713.

Mutual of Omaha provides ancillary benefits including: life insurance, accidental death & dismemberment (AD&D), short-term disability, long-term disability, voluntary life insurance, voluntary accident insurance, and voluntary specified disease insurance. Mutual of Omaha has been providing ancillary benefits for the past 10 years. Mutual of Omaha provided a flat, no-increase renewal for all current lines of coverage. With FY2024/25's position count, total premiums will be approximately \$31,521 for life insurance and AD&D, and \$61,743 for disability insurances. The remaining benefits are voluntary, employee-paid benefits and will have no direct cost to the Authority.

In addition, our Broker, One Digital, removed commissions from all benefits lines starting last year, FY2023/24. Commissions are paid separately to provide transparency regarding the broker's service fee. The employee benefits broker fee for FY2024/25 is \$26,000.

Business Insurances

USI, our business insurance broker, has been able to provide finalized quotes for our business insurances. They have presented the following costs, which are within the total budgeted amount for business insurance in the FY2024/25 budget.

USI will be renewing our property coverage with Chubb Insurance for \$97,455, our inland marine coverage with Chubb for \$12,544 and our general liability coverage with Chubb for \$69,171. Auto coverage will renew with American Southern Insurance for \$32,322, worker's compensation coverage with Southern Insurance for \$99,347, and commercial crime coverage with AIG for \$835. Chubb will continue to provide our public official's coverage for \$32,997 and law enforcement liability will remain with QBE for \$21,633. The public officials bond for our CFO will renew with Merchants Bonding Company for \$3,075. Finally, cyber insurance will renew with Tokio Marine for \$12,305.

The annual service fee is \$20,000 in lieu of commission, less the commission for Workers' Compensation since that cannot be removed.

Our total FY2024/25 business insurance cost is \$397,684. This is an increase of \$29,837 from FY2023/24's estimated cost of \$367,847.



ISSUES

Because time is of the essence for the renewal process, the Vice President needs to execute the necessary renewal documents for business insurances to ensure continuation of coverage. Additionally, renewal documents for employee insured benefits need to be executed in order to prepare for open enrollment for Authority employees.

ALTERNATIVES

The Board could request that we continue shopping with our brokers to further reduce costs or revise insurance coverage and offerings.

FISCAL IMPACT

The costs for the employee insured benefits and business insurance coverages outlined above were provided in the Authority's FY2024/25 budget for a total of \$2,944,369. Spreadsheets comparing the quoted estimated costs to the FY2024/25 budget amounts and to the prior year's estimated costs are provided.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the renewal of Authority's insurance coverages in an amount not to exceed premiums outlined above, and (2) authorize the President and CEO to execute the necessary documents.

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Employee Insured Benefits Expense**

	FY2024		FY2025		FY2025 Budget vs Estimates Over/(Under)		FY2025 Estimates vs FY2024 Estimates Over/(Under)	
	FY2024 Budget	FY2024 Estimates	FY2025 Budget	FY2025 Estimates*	Amount	%	Amount	%
Insurance								
Medical	\$ 1,487,809	\$ 1,003,919	\$ 2,134,379	\$ 1,807,537	\$ (326,842)	(15.3%)	\$ 803,618	80.0%
Retiree Medical	64,128	38,934	85,500	71,350	(14,150)	(16.5%)	32,416	83.3%
Dental	84,171	52,092	106,462	90,106	(16,356)	(15.4%)	38,014	73.0%
Vision	6,386	4,559	7,713	7,713	-	0.0%	3,154	69.2%
Life & AD&D	27,163	27,561	33,085	31,521	(1,564)	(4.7%)	3,960	14.4%
Disability	59,407	52,458	71,230	61,743	(9,487)	(13.3%)	9,285	17.7%
Employee Benefits Broker Fee	26,000	26,000	26,000	26,000	-	0.0%	-	0.0%
Total Insurance	\$ 1,755,064	\$ 1,205,523	\$ 2,464,369	\$ 2,095,970	\$ (368,399)	(14.9%)	\$ 890,447	73.9%

*Estimates include open positions in our current structure

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
Business Insurance Expense**

	FY2024		FY2025		FY2025 Estimates vs Budget Over/(Under)		FY2025 Estimates vs FY2024 Estimates Over/(Under)	
	FY2024 Budget	FY2024 Estimates	FY2025 Budget	FY2025 Estimates	Amount	%	Amount	%
	Insurance							
Property & Casualty	\$ 119,085	\$ 116,460	\$ 150,500	\$ 109,999	\$ (40,501)	(26.9%)	\$ (6,461)	(5.5%)
General Liability	53,564	56,277	67,500	69,171	1,671	2.5%	12,894	22.9%
Auto Liability	27,000	31,421	44,500	32,322	(12,178)	(27.4%)	901	2.9%
Other Insurance*	77,000	75,371	92,500	86,845	(5,655)	(6.1%)	11,474	15.2%
Workers' Compensation	121,958	88,318	125,000	99,347	(25,653)	(20.5%)	11,029	12.5%
Total Insurance	\$ 398,607	\$ 367,847	\$ 480,000	\$ 397,684	\$ (82,316)	(17.1%)	\$ 29,837	8.1%

*FY2025 estimate includes a \$20,000 service fee less the Workers Compensation commission



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: April 12, 2024

ITEM DESCRIPTION – Old Business Item A

Public Hearing and Final Adoption of the Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport

BACKGROUND

A proposed preliminary Amended Schedule of Airline Rates, Fees and Charges for FY2024-2025 was presented to, and approved by, the Authority Board at the Board meeting held on March 8, 2024. The rates, fees and charges document has remained available for public inspection and comment since March 8, 2024, with no comments being received to date. Staff recently learned that TSA will no longer fund reimbursement for law enforcement staffing at the TSA security check point. With the loss of this funding, the Authority has adjusted airline fees to cover this amount, which is \$116,800. The airlines have been advised of this increase and a revised rate schedule is attached.

ISSUES

A Public Hearing is required in accordance with the Greater Asheville Regional Airport Authority Policy and Procedure for the Adoption of Ordinances.

ALTERNATIVES

None recommended.



FISCAL IMPACT

As outlined in the 2024/2025 Budget Ordinance.

RECOMMENDED ACTION

It is respectfully requested that following the Public Hearing on the Authority's Amended Ordinance for Airline Rates, Fees and Charges that the Greater Asheville Regional Airport Authority Board resolve to adopt the enclosed Amended Ordinance to implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2024/2025.

Enclosure

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-10

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

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

Section 1. CITATION.

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

Section 2: FINDINGS.

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

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

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

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

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

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

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

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

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

Section 3. PURPOSE AND SCOPE

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

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

Section 4. EFFECTIVE DATE

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

Section 5. DEFINITIONS

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

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

5.3 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. RATE MAKING METHODOLOGY

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

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

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

6.4 Terminal Building Operating Requirement.

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

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

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

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

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

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

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

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

6.5 Airfield Area Operating Requirement.

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

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

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

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

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

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

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

6.5.4 [RESERVED]

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

6.5.6 [RESERVED]

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

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

Section 7. RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

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

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. PENALTIES AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. SEVERABILITY

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

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

Section 12. AMENDMENT.

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

ADOPTED THIS the __ day of _____, 2024, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Brad Galbraith, Chair

ATTEST:

Lew Bleiweis, President & CEO

Exhibit A

Asheville Regional Airport

2024-2025 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE**RESULTS**

(Fiscal Years Ending June 30)

	2023	2024	2025
<u>Signatory Airline Rates & Charges:</u>			
Terminal Building Rental Rate (per s.f.) ¹	\$64.68	\$87.67	\$148.09
Terminal Rental Rate - Preferential Space (per s.f.) ¹			\$87.67
Passenger-Related Security Fee (per EP)	\$0.86	\$0.82	\$1.01
Landing Fee (per 1,000-lbs)	\$2.18	\$2.55	\$3.27
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.37	\$0.40	\$0.51
Baggage Make-Up & Claim Fee (per bag)	\$1.17	\$1.22	\$1.63
Baggage Make-Up & Claim Fee (per airline)	\$17,745	\$24,051	\$40,629
Gate Area Charge per (enplaned pax)	\$1.21	\$1.33	\$1.71
Gate Area Fee (per airline)	\$45,331	\$61,440	\$103,788
Ramp Fee (per depart.)	\$9.29	\$0.00	\$7.30
Turn Fees ²			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$310.00	\$449.00	\$589.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$369.00	\$518.00	\$680.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$413.00	\$604.00	\$793.00
Average AVL CPE	\$6.12	\$6.50	\$7.95

¹ For FY2025, Terminal Rental Rate for Airline Preferential Space will remain at FY2024 rate

² Includes use of holdroom, bag claim, bag make-up, passenger loading bridge, apron, tug drives, and ticket counter

Source: Airport management records

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

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2023	2024	2025
<u>Enplaned Passengers:</u>			
Allegiant	440,000	450,000	550,000
American	170,000	270,000	400,000
Delta	175,000	230,000	290,000
Jet Blue	4,080	4,500	12,000
Sun Country	11,500	15,500	15,000
Spirit	0	0	0
United	50,000	80,000	108,000
Total	850,580	1,050,000	1,375,000
<u>Estimated Checked Bags:</u>			
Allegiant	149,600	149,568	184,987
American	62,900	104,656	149,911
Delta	101,500	142,870	169,021
Jet Blue	1,428	1,675	3,000
Sun Country	4,025	5,425	5,425
Spirit	0	0	0
United	24,500	41,821	52,727
Total	343,953	446,015	565,071
<u>Departures:</u>			
Allegiant	3,204	3,006	3,436
American	3,125	3,394	4,910
Delta	2,081	2,552	3,145
Jet Blue	68	56	130
Sun Country	108	104	104
Spirit	0	0	0
United	1,100	1,311	1,977
Total	9,686	10,423	13,702
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	452,425	428,913	487,875
American	209,758	324,000	474,600
Delta	217,580	265,000	327,374
Jet Blue	6,446	5,455	13,696
Sun Country	15,000	15,000	15,000
Spirit	0	0	0
United	57,394	91,000	139,876
Total	958,603	1,129,368	1,458,421

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 2**TERMINAL SPACE (s.f.)**

(Fiscal Years Ending June 30)

	2023	2024	2025
<u>Preferential Space:</u> ¹			
Allegiant	1,396	1,396	1,396
American	2,436	2,436	2,436
Delta	2,609	2,609	2,609
JetBlue		330	330
Sun Country	267	267	267
United	1,593	1,350	1,350
CRJ	462	462	462
Total Preferential Space	8,763	8,850	8,850
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,768	34,855	34,855
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	235	472	472
Queue (unassigned)	460	740	740
Vacant Airline Preferential Space	1,389	785	785
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,453	27,366	27,366
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Source: Airport management records

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

Table 3**DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Depreciation:</u> ¹				
Gross Depreciation		\$5,400,000	\$5,400,000	\$8,200,000
Less: Grant & PFC Amortization		(3,800,000)	(3,800,000)	(3,800,000)
Net Depreciation	[A]	\$1,600,000	\$1,600,000	\$4,400,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$224,000	\$224,000	\$616,000
Terminal Building	[A*C]	480,000	480,000	1,320,000
Parking, Roadway, and Ground Trans.	[A*D]	528,000	528,000	1,452,000
General Aviation Area	[A*E]	256,000	256,000	704,000
Other Area	[A*F]	112,000	112,000	308,000
Net Depreciation	[A]	\$1,600,000	\$1,600,000	\$4,400,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3**DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

¹ Depreciation is based on the prior year's actual depreciation

Source: Airport management records

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

Table 4**OPERATION AND MAINTENANCE EXPENSES**

(Fiscal Years Ending June 30)

		Budget	Budget	Budget
		2023	2024	2025
<u>By Category:</u>				
Personnel Services		\$8,946,137	\$10,684,903	\$13,637,208
Professional Services		\$486,400	\$701,700	\$887,030
Utilities		\$489,267	\$495,565	\$628,010
Promotional Activities		\$329,075	\$337,600	\$464,000
Maintenance and Repairs		\$280,700	\$304,700	\$562,000
Contracted Services		\$1,949,830	\$2,214,305	\$3,605,987
Insurance Expense		\$334,400	\$398,607	\$480,000
Materials and Supplies		\$491,500	\$656,890	\$828,385
Other Expenses		\$466,570	\$540,545	\$665,714
Total O&M Expenses	[A]	<u>\$13,773,879</u>	<u>\$16,334,815</u>	<u>\$21,758,334</u>
<u>By Cost Center (%):</u>				
Airfield Area	[B]	25.8%	26.0%	25.6%
Terminal Building	[C]	45.9%	45.9%	44.8%
Parking, Roadway, and Ground Trans.	[D]	14.9%	14.6%	16.3%
General Aviation Area	[E]	9.6%	9.7%	9.5%
Other Area	[F]	3.9%	3.9%	3.7%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$3,547,914	\$4,245,524	\$5,571,814
Terminal Building	[A*C]	6,316,122	7,492,146	9,754,558
Parking, Roadway, and Ground Trans.	[A*D]	2,048,797	2,377,810	3,553,914
General Aviation Area	[A*E]	1,325,899	1,587,389	2,064,126
Other Area	[A*F]	535,147	631,946	813,922
Total O&M Expenses	[A]	<u>\$13,773,879</u>	<u>\$16,334,815</u>	<u>\$21,758,334</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 5**LANDING FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Airfield Requirement:</u>				
O&M Expenses		\$3,547,914	\$4,245,524	\$5,571,814
Less: Deicing Chemicals		(40,000)	(40,000)	(40,000)
O&M Reserve Requirement		441,411	348,805	663,145
Net Depreciation		224,000	224,000	616,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$4,302,906	\$4,907,910	\$6,940,539
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$115,000	\$115,000	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$115,000	\$115,000	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$4,187,906	\$4,792,910	\$6,825,539
Airline Landed Weight	[F]	958,603	1,129,368	1,458,421
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.37	\$4.24	\$4.68
Revenue Share Credit	[H]	\$2,094,340	\$1,917,078	\$2,050,644
Adjusted Airline Net Requirement	[I=E-H]	\$2,093,566	\$2,875,832	\$4,774,896
Airline Landing Fee	[J=I/F]	\$2.18	\$2.55	\$3.27
Airline Landing Fee Revenue	[K=F*J]	\$2,093,566	\$2,875,832	\$4,774,896

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Terminal Requirement:</u>				
O&M Expenses		\$6,316,122	\$7,492,146	\$9,754,558
O&M Reserve Requirement		730,744	588,012	1,131,206
Net Depreciation		480,000	480,000	1,320,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	<u>\$7,576,866</u>	<u>\$8,610,158</u>	<u>\$12,255,765</u>
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$731,739	\$857,503	\$1,393,130
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge or Ramp Fees		90,000	0	100,000
Total Terminal Credits	[B]	<u>\$838,202</u>	<u>\$873,966</u>	<u>\$1,509,593</u>
Net Requirement	[C=A-B]	<u>\$6,738,664</u>	<u>\$7,736,191</u>	<u>\$10,746,172</u>
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$108.30	\$124.33	\$172.71
Airline Rented Space (s.f.)	[F]	34,768	34,855	34,855
Airline Requirement	[G=E*F]	<u>\$3,765,447</u>	<u>\$4,333,665</u>	<u>\$6,019,797</u>
Revenue Share Credit	[H]	\$1,516,591	\$1,278,052	\$858,071
Adjusted Airline Requirement	[I=G-H]	<u>\$2,248,856</u>	<u>\$3,055,613</u>	<u>\$5,161,727</u>
Airline Rented Space (s.f.)	[F]	34,768	34,855	34,855
Adjusted Airline Terminal Rate	[J=I/F]	\$64.68	\$87.67	\$148.09
Airline Terminal Rentals	[K=F*J]	<u>\$2,248,856</u>	<u>\$3,055,613</u>	<u>\$5,161,727</u>

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 6A**LOADING BRIDGE OR RAMP FEE AND REVENUE**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Ramp Fee</u>				
Operating Expenses ¹		\$90,000	\$0	\$100,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$90,000	\$0	\$100,000
Total Departures	[B]	9,686	10,423	13,702
Ramp Fee (per Departure)	[C=A/B]	\$9.29	\$0.00	\$7.30
Total Loading Bridge Revenue	[D=B*C]	\$90,000	\$0	\$100,000

Note: Amounts may not add due to rounding.

¹ For FY2025, Operating Expenses include cost of ramp management

Source: Airport management records

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

Table 6B**JOINT USE CHARGES**

(Fiscal Years Ending June 30)

		2023	2024	2025
Adjusted Signatory Airline Terminal Rate	[A]	\$64.68	\$87.67	\$148.09
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$473,212	\$641,367	\$1,083,437
Supply Costs - Bag Tags		\$0	\$0	\$130,000
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,208,838	1,638,398	2,767,681
Total Joint Use Requirement	[G=D+E+F]	\$1,682,050	\$2,279,765	\$3,981,118
<u>Baggage Make-Up & Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$402,230	\$545,162	\$920,921
Checked Bags	[I]	343,953	446,015	565,071
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$1.17	\$1.22	\$1.63
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$70,982	\$96,205	\$162,516
Number of Airlines	[L]	4	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$17,745	\$24,051	\$40,629
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$1,027,512	\$1,392,638	\$2,352,529
Enplaned Passengers	[O]	850,580	1,050,000	1,375,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.21	\$1.33	\$1.71
Gate Area Requirement (15%)	[Q=E*15%]	\$181,326	\$245,760	\$415,152
Number of Airlines	[L]	4	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$45,331	\$61,440	\$103,788
Total Joint Use Revenue	[G]	\$1,682,050	\$2,279,765	\$3,851,118

Note: Amounts may not add due to rounding.

Source: Airport management records

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

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

(Fiscal Years Ending June 30)

		2023	2024	2025
Adjusted Signatory Airline Terminal Rate	[A]	\$64.68	\$87.67	\$148.09
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$297,277	\$402,915	\$680,628
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$313,740	\$419,378	\$697,091
Enplaned Passengers	[F]	850,580	1,050,000	1,375,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.37	\$0.40	\$0.51
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		2023	2024	2025
Personnel-Related Security Cost	[A]	\$1,882,397	\$1,935,605	\$2,167,975
<u>Officer Deployment Hours:</u>				
Total Hours (18 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,174
Holiday (11 Holidays)		(198)	(198)	(198)
Vacation (12 Days)		(216)	(216)	(216)
Training (8 hrs per month per officer)		(144)	(144)	(144)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(162)
Available Hours/Officer	[B]	1,454	1,454	1,454
Number of Officers	[C]	20	20	20
Total Available Hours	[D=B*C]	29,072	29,072	29,072
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,880)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	26,192
Personnel-Related Security Cost per Hour	[G=A/F]	\$71.87	\$73.90	\$82.77
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$472,180	\$485,527	\$543,815
Contract Security - Exit Lane		\$60,000	\$60,000	\$55,000
Supply Costs - Boarding Passes, etc.		\$0	\$0	\$70,000
Less: TSA Reimbursement		(116,800)	(116,800)	0
Net Personnel-Related Costs	[H]	\$415,380	\$428,727	\$668,815
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$64.68	\$87.67	\$148.09
Security Checkpoint Space Costs	[K=I*J]	\$316,359	\$428,776	\$724,315
Passenger-Related Security Charges	[L=H+K]	\$731,739	\$857,503	\$1,393,130
Enplaned Passengers	[M]	850,580	1,050,000	1,375,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.86	\$0.82	\$1.01
Passenger-Related Security Charges	[O=M*N]	\$731,739	\$857,503	\$1,393,130

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Airline Revenue:</u>				
Terminal Rentals		\$2,248,856	\$3,055,613	\$4,627,010
Boarding Bridge or Ramp Fees		90,000	0	100,000
Landing Fees		2,093,566	2,875,832	4,774,896
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		731,739	857,503	1,393,130
Deicing Chemicals		40,000	40,000	40,000
Total	[A]	\$5,204,161	\$6,828,948	\$10,935,035
Enplaned Passengers	[B]	850,580	1,050,000	1,375,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.12	\$6.50	\$7.95

Note: Amounts may not add due to rounding.

Source: Airport management records

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

Table 9**PER TURN FEE FOR MARKET SHARE EXEMPT CARRIERS**

(Fiscal Years Ending June 30)

		2023	2024	2025
<u>Per Turn Requirement:</u>				
Joint Use Cost ¹		\$1,682,050	\$2,279,765	\$3,981,118
Loading Bridge or Ramp Cost		90,000	0	100,000
Unassigned Ticket Counter Cost		313,740	419,378	697,091
Passenger Related Security Charge Cost		731,739	857,503	1,393,130
Deicing Chemicals Cost		40,000	40,000	40,000
Total	[A]	\$2,857,529	\$3,596,646	\$6,211,339
Total Departures	[B]	9,686	10,423	13,702
Average Per Turn Cost	[C=A/B]	\$295.02	\$345.07	\$453.32
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*130%]	\$310.00	\$449.00	\$589.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*150%]	\$369.00	\$518.00	\$680.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*175%]	\$413.00	\$604.00	\$793.00

Note: Amounts may not add due to rounding.

¹ Includes the cost of baggage areas and gate areas.

Source: Airport management records

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



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: April 12, 2024

ITEM DESCRIPTION – Old Business Item B

Public Hearing and Final Adoption of the Authority's Fiscal Year 2024/2025 Budget

BACKGROUND

A proposed preliminary Fiscal Year 2024/2025 Budget was presented to, and approved by, the Authority Board at the Board meeting held on March 8, 2024. The budget documents have remained available for public inspection and comment since March 8, 2024, with no comments being received to date. Staff recently learned that TSA will no longer fund reimbursement for law enforcement staffing at the TSA security check point. Airline fees have been adjusted to cover this amount, which is \$116,800. However, the total Fiscal Year 2024/2025 Revenue Budget remains unchanged.

ISSUES

A Public Hearing is required under Chapter 159 of the General Statutes of North Carolina before final adoption of the 2024/2025 Budget Ordinance.

ALTERNATIVES

None recommended.

FISCAL IMPACT

As outlined in the 2024/2025 Budget Ordinance.



RECOMMENDED ACTION

It is respectfully requested that following the Public Hearing on the Fiscal Year 2024/2025 Budget that the Greater Asheville Regional Airport Authority Board resolve to adopt the enclosed Fiscal Year 2024/2025 Budget Ordinance.

Enclosure

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
2024-2025
BUDGET ORDINANCE**

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2024-2025 Budget Ordinance of the Airport Authority is hereby set forth as follows:

Section 1. The following amounts are hereby appropriated for the operation of the Greater Asheville Regional Airport Authority for the fiscal year beginning July 1, 2024 and ending June 30, 2025 in accordance with the following schedules:

EXPENDITURES

Administration Department	\$ 1,653,124
Planning Department	740,961
Executive Department	1,755,143
Finance Department	851,496
Guest Services Department	350,639
Information Technology Department	2,534,828
Marketing Department	1,063,603
Operations Department	8,896,889
Properties & Contracts	414,377
Public Safety Department	3,852,274
Emergency Repair Costs	50,000
Carry-over Capital Expenditures from Prior Year	310,788,501
Capital Improvement	2,708,350
Equipment and Small Capital Outlay	29,700
Renewal and Replacement	2,262,970
Business Development	400,000
Debt Service	20,605,117
Contingency	100,000
Total Expenditures	<u><u>\$359,057,972</u></u>

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2024 and ending June 30, 2025.

REVENUES

Administration (Interest Income)	\$ 1,200,000
Terminal	13,226,934
Airfield	4,839,037
General Aviation	1,450,550
Parking Lot	13,015,000
Other	582,004
Bond Interest	9,000,000
Passenger Facility Charges	4,500,000
Customer Facility Charges	2,682,000
Federal Grants (including AIP/BIL)	23,300,000
Federal Grants (TSA funds)	10,000,000
NC Department of Transportation Grants	8,300,000
Transfer from GARAA Cash/Investments	266,962,447
Total Revenues	<u><u>\$359,057,972</u></u>

Section 3. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. He may transfer amounts between line item expenditures within a budget ordinance line item without limitation and without a report being required. These changes should not result in increased recurring obligations such as salaries.
- b. He may transfer amounts up to \$78,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.
- c. He may approve any type of procurement up to \$78,000 (spending authority). This spending authority is to be adjusted annually using CPI index.

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

Section 5. This ordinance shall become effective on July 1, 2024.

Adopted this ____ day of April, 2024

Brad Galbraith, Chair

Attested by:

Lew Bleiweis, President & CEO



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: April 12, 2024

ITEM DESCRIPTION – New Business Item A

Approve Purchase of Aircraft Rescue Firefighting (ARFF) Vehicle from Rosenbauer Minnesota, LLC.

BACKGROUND

The Asheville Regional Airport is required to provide aircraft rescue firefighting services at levels which are determined by the size of commercial aircraft regularly utilizing the airport. The Authority presently owns and operates three ARFF vehicles that meet these requirements. ARFF apparatus presently designated as Rescue 3, a 1,500 gallon capacity vehicle, is now approaching 18 years of age, and requires replacement. Additionally, with the scheduled introduction of larger aircraft into the Asheville market this year by two different airlines, the Authority is required to increase its ARFF capabilities. As a result, the existing 1,500 gallon vehicle is being replaced by a new 3,000 gallon capacity vehicle.

The purchase of a new 3,000 gallon ARFF vehicle was publicly bid on March 1, 2024, and bids were received on March 28, 2024. Bids were received from Rosenbauer Minnesota, LLC and Oshkosh Airport Products. The low bid was received from Rosenbauer in the amount of \$1,210,592.00, plus \$24,750.00 for Add Alternate No. 2 (equipment trainer). Add Alternate No. 1 (extended warranty) is not recommended.

In addition to the cost of the new vehicle, the Authority needs to purchase new or additional firefighting tools and equipment to be placed on the truck. These tools and equipment are included in the budget for this purchase.

ISSUES

None.

New Business – Item A



ALTERNATIVES

The Board could elect to postpone the purchase of a new vehicle, which would potentially cause airline flight restrictions of certain aircraft sizes if and when existing equipment failed or was taken out of service for repairs and maintenance.

FISCAL IMPACT

The cost of the new ARFF vehicle including Add Alternate No. 2 is \$1,235,342.00, of which 90 percent (\$1,111,807.80) will be funded with an FAA Entitlement Grant. The remaining 10 percent (\$123,534.20) plus \$60,000.00 (\$183,534.20 sub-total) for required firefighting tools and equipment will be funded using Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board: (1) approve the purchase of an Aircraft Rescue Firefighting Vehicle from Rosenbauer Minnesota, LLC in the amount of \$1,320,083.44 (\$1,210,592.00 base bid plus \$24,750.00 for Add Alternate No. 2, plus \$84,741.44 of reimbursable NC sales tax), plus \$60,000.00 for firefighting tools and equipment for a total budget of 1,380,083.44; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY 2023/2024 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Equipment		\$1,295,342.00
Totals	<u><u>\$0</u></u>	<u><u>\$1,295,342.00</u></u>

This will result in a net increase of \$1,295,342.00 in the appropriations. Revenues will be revised as follows:



REVENUES:

	<u>Decrease</u>	<u>Increase</u>
FAA Entitlement Grant		\$1,111,807.80
Transfer from GARAA Cash		\$ 183,534.20
Totals	<hr/>	<hr/> \$1,295,342.00

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

Adopted this 12th day of April 2024.

Brad Galbraith, Chair

Attested by:

Lew Bleiweis, President & CEO

Attachment

Greater Asheville Regional Airport Authority - Bid Tabulation

Project Name: **Class 5 Aircraft Rescue Firefighting Vehicle**

Date/Time: **March 28, 2024 2:00PM EST**

	Company Name & Address	Acknowledgement of Addendum(s)	Bid Bond	Base Bid	Bid Alt 1	Bid Alt 2
1	Oshkosh Airport Products 1515 County Road O Neenah, WI 54956	Yes	Yes	\$1,389,648	\$14,420 - 1 yr \$33,928 - 2 yr \$55,133 - 3 yr \$71,345 - 4 yr	\$31,678
2	Rosenbauer Minnesota, LLC 5240 257th Street Wyoming, MN 55092	Yes	Yes	\$1,210,592	\$23,530 - 1 yr	\$24,750

The bid summary is certified to be true and correct to the best of my knowledge.



Michael A. Reisman, A.A.E., Chief Operating Officer
Greater Asheville Regional Airport Authority

Date: 4-1-24

AGREEMENT

CLASS 5 AIRCRAFT RESCUE FIREFIGHTING VEHICLE

**FOR THE
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY**

This Agreement made and entered into this ____ day of _____, 2024, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY (the “Authority”) and Rosenbauer Minnesota, LLC (the “Company”).

WITNESSETH:

The Authority desires to allow the Company the right and obligation to construct, manufacture, sell, transfer and deliver one newly manufactured Class 5 Aircraft Rescue Firefighting Vehicle to the Airport (the”Product”) in the manner and frequency as specified in this Agreement.

The Company is qualified and willing to provide such Product.

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

I. EMPLOYMENT OF THE COMPANY

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

II. SCOPE OF WORK

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

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

III. PRODUCT

3.1 Quantity: One, newly manufactured, Class 5 Aircraft Rescue Firefighting Vehicle

3.2 Description: **Per bid specifications.**

IV. WARRANTY

4.1 The Company warrants to the Authority that the Product shall be free from defects in materials and workmanship, and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The Product furnished under this contract shall be newly manufactured and unused, of the latest product in production to commercial trade. Manufacturer furnishing this Product shall be experienced in design and construction of such Product and shall be an established supplier of the Product.

4.2 In the event the Product is not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment and supplies necessary to correct any deficiencies. If within two days of such notice, Company has not corrected specified deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to effect such remedy. Any such amounts so charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.

4.3 Until expiration of any stated warranties the Authority shall inspect the Product and immediately notify the Company of any issues. The Company will immediately resolve any issues relating to the Product and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.

V. TERM

This Agreement shall be binding upon execution by both parties and the term of this Agreement shall be for a term beginning _____, 2024 and ending upon delivery and acceptance of the Product, plus any base or extended warranty periods.

VI. COMPENSATION

6.1 The Authority shall pay the Company the lump sum amount of **\$1,320,083.44**, for furnishing the Product, which includes the base bid and Add Alternate No. 2, of the bid documents, plus North Carolina Sales Tax.

6.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the contract without prior written approval of the Authority.

VII. INSURANCE REQUIREMENTS

7.1 The Company agrees to indemnify and save the Authority, its officers, agents and employees harmless from any liabilities, including, but not limited to, claims, judgments, fines, costs and attorneys' fees, to persons or property resulting from or arising out of the conduct of the Agreement or providing of services hereunder by the Company; and further agrees to carry and furnish the Authority a certificate(s) of public liability insurance and automobile liability insurance, in single limit amounts not less than \$1,000,000.00 for damage to property or injury to persons resulting from any one accident, in a company or companies acceptable to the Authority, in which policy the Authority shall be named as an additional insured, and the Company shall furnish satisfactory evidence that such insurance is in effect and shall not be cancelled on less than 30 days prior written notice of such cancellation to the Authority.

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

VIII. SECURITY REQUIREMENTS

8.1 The Authority shall maintain through the term of this Agreement the Bid Bond and Performance Bond provided by Company as part of its bid for the Product.

IX. DELIVERY AND INSTALLATION

9.1 The Product shall be delivered FOB to the Greater Asheville Regional Airport Authority, 61 Terminal Drive, Fletcher, and NC 28732. Delivery of the Product shall be coordinated with the Chief Operating Officer, or other designated representative.

9.2 All pricing shall be based on F.O.B. destination delivery. The produce shall be delivered via transport trailer and shall not be driven to the delivery location from its point of manufacture.

X. INVOICE AND PAYMENT

10.1 Payment terms are net 30 days from Company's invoice date, which shall be no sooner than the delivery to the Asheville Regional Airport, and the acceptance date of the Product by the Authority.

10.2 Invoice shall be directed to:
Greater Asheville Regional Airport Authority
ATTN: Accounts Payable
61 Terminal Drive, Suite 1
Fletcher, NC 28732

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

X. TITLE AND RISK OF LOSS

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

XII. STATUS OF COMPANY

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

XIII. TERMINATION

13.1 TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- a. Contractor must immediately discontinue work as specified in the written notice.
- b. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

- c. Discontinue orders for materials and services except as directed by the written notice.
- d. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- e. Complete performance of the work not terminated by the notice.
- f. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- g. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- h. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- i. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- j. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

13.2 TERMINATION FOR CAUSE

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

- a. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
- b. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- c. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

- d. Fails to comply with material provisions of the Contract;
- e. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- f. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default. If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIV. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Product, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Product to an extent not acceptable to the Authority, the Authority reserves the right to cancel the Agreement, pay for any Product provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Product the Company had been awarded through this Contract.

XV. NOTICES

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

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

To Company: Rosenbauer Minnesota, LLC
5181 260th Street
P.O. Box 549
Wyoming, MN 55092

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

XVI. COMPLIANCE WITH LAWS

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

XVII. NO ASSIGNMENT

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

XVIII. CUMULATIVE REMEDIES, WAIVER

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

XIX. COMPLETE UNDERSTANDING

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

XX. NON-DISCRIMINATION

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

A. Compliance with Regulations. The Company shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination. The Company, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, national origin, sex or creed in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the Company of the Company's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex or creed.

D. Information and Reports. The Company shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Aviation Administration (the "FAA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Company noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the Company under the Agreement until the Company complies, and /or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions. The Company shall include the provisions of paragraphs A through E in every subcontract, including procurements or materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Company shall take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Company becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Company may request the United States to enter into such litigation to protect the interests of the United States.

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

XXI. INDEMNIFICATION

The Company shall, and shall cause any subcontractor to, assume responsibility for loss or damage to property or injury to persons resulting from, arising out of or associated with such subcontractor's Product rendered pursuant to this Agreement, as well as for any claims made by or on behalf of such subcontractor's agents, servants and employees arising out of their employment or work pertaining to the Product rendered pursuant to this Agreement. The Company shall, and shall cause any subcontractor at all times to indemnify and hold the Authority and its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including those reasonable and necessary costs, attorney and witness fees and expenses incidental thereto, arising out of, or in connection with the Product rendered under the terms of this Agreement, except for acts arising out of the sole negligence of the Authority. The parties hereto shall promptly report to the other any such claim or suit against either of them.

XXII. INDEPENDENT CONTRACTOR

It is agreed and understood that in performing its Product hereunder, the Company acts as an independent contractor in every respect and that the Company shall not hold itself out as, nor shall it be deemed, an agent, servant, or employee of the Authority. The selection, retention,

assignment, direction and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees. The Company agrees that its employees shall have no right to participate in any group, life, and accident or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform Product pursuant to this Agreement, and the Company shall withhold and remit income taxes, federal insurance contribution act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their Product.

XXIII. SURRENDER OF POSSESSION

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

XXIV. HEADINGS

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

XXV. GOVERNING LAW

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

XXVI. INCORPORATION OF DOCUMENTS

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

1. Cover Page
2. Invitation to Submit Bid
3. Definition of Terms
4. Instructions to Bidders
5. General Conditions
6. Bid Form (Revised)
7. Certification of Compliance with FAA Buy American Preference
8. Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
9. Bidder's Experience and Qualifications Questionnaire
10. Bid Documents including Addendum No. 1
11. Agreement
12. Attachment A – Mandatory Contract Provisions
13. Insurance Certificates
14. Bid Submittal of Rosenbauer Minnesota, LLC
15. Clarification of Rosenbauer Panther Specification

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

In the event of any conflict between the bid specifications and those of the bid submittal, the bid specifications shall prevail.

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

ROSENBAUER MINNESOTA, LLC

GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY

BY: _____

BY: _____

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

TITLE: _____



MEMORANDUM

TO: Members of the Airport Authority

FROM: Shane Stockman
Vice President - Information Technology

DATE: April 12, 2024

ITEM DESCRIPTION – New Business Item B

Approval of Telephone System Upgrade

BACKGROUND

The Airport's telecommunications infrastructure is vital to our daily operations. These critical systems support over 200 phones and numerous ancillary endpoints across the campus to include our emergency call stations, intercoms, fire alarm panels, and elevators. AVL's telephone systems process over 350,000 calls and generate approximately \$60,000 in revenue each year. The last major upgrade to the telephone system was completed in 2017.

The Information Technology Department initially submitted this project into the FY2024 budget but was dropped due to fiscal constraints. Staff then decided to incorporate this upgrade into the Terminal Modernization Program, however, due to the phasing of the program coupled with the fact this equipment is end-of-life and will no longer be supported by the manufacturer, staff feels compelled to move forward with the project immediately.

ISSUES

None.

ALTERNATIVES

None.

New Business – Item B



FISCAL IMPACT

The total for all hardware, software, licensing, and professional services is \$70,548.65.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the telephone system upgrades in the amount of \$70,548.65; (2) Authorize the President and CEO to execute the necessary documents; and (3) amend the FY2023/2024 budget by adopting the following budget ordinance:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$70,548.65
Totals	<u>\$0</u>	<u>\$70,548.65</u>

This will result in a net increase of \$70,548.65 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$70,548.65
Totals	<u></u>	<u>\$70,548.65</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 12th day of April, 2024.

Brad Galbraith, Chair

Attested by:

Lew Bleiweis, President & CEO



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: April 12, 2024

ITEM DESCRIPTION – Information Section Item A

February, 2024 Traffic Report – Asheville Regional Airport

SUMMARY

February, 2024 overall passenger traffic numbers were up 13.0% compared to the same period last year. Passenger traffic numbers reflect a 12.9% increase in passenger enplanements from February, 2023. Enplanements for Fiscal Year to Date total 783,149 which is a 19.9% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in February 2024 were up by 12.0%. There were 5 flight cancellations for the month.

American Airlines: American's February 2024 passenger enplanements represent a 16.9% increase over the same period last year. There was 1 flight cancellation for the month.

Delta Airlines: Enplanements for Delta in February 2024 increased by 7.2%. There were no flight cancellations for the month.

United Airlines: In February 2024, United Airlines saw an increase in enplanements by 47.7% over the same period last year. There was 1 flight cancellation for the month.

Monthly Traffic Report

Asheville Regional Airport

February, 2024



Category	Feb 2024	Feb 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change	*MOV12-2024	*MOV12-2023	Percentage Change
Passenger Traffic									
Enplaned	66,942	59,276	12.9%	136,240	122,952	10.8%	1,139,523	956,212	19.2%
Deplaned	66,080	58,406	13.1%	131,412	117,847	11.5%	1,133,741	946,311	19.8%
Total	133,022	117,682	13.0 %	267,652	240,799	11.2 %	2,273,264	1,902,523	19.5 %
Aircraft Operations									
Airlines	1,400	1,243	12.6%	3,008	2,550	18.0%	21,696	17,559	23.6%
Commuter/AirTaxi	446	365	22.2%	777	869	-10.6%	9,939	9,866	0.7%
Subtotal	1,846	1,608	14.8 %	3,785	3,419	10.7 %	31,635	27,425	15.4 %
GeneralAviation	3,779	3,096	22.1%	6,165	6,341	-2.8%	45,736	47,451	-3.6%
Military	345	174	98.3%	589	395	49.1%	4,069	4,752	-14.4%
Subtotal	4,124	3,270	26.1 %	6,754	6,736	0.3 %	49,805	52,203	-4.6 %
Total	5,970	4,878	22.4 %	10,539	10,155	3.8 %	81,440	79,628	2.3 %
Fuel Gallons									
FF-100LL	14,648	15,297	-4.2%	22,187	30,886	-28.2%	193,329	178,216	8.5%
FF-JETA-GA	112,743	67,464	67.1%	180,525	150,152	20.2%	1,945,134	1,890,379	2.9%
Subtotal	127,391	82,761	53.9 %	202,712	181,038	12.0 %	2,138,463	2,068,595	3.4 %
FF-JETA-AL	702,518	594,442	18.2%	1,500,323	1,218,684	23.1%	11,424,218	9,075,114	25.9%
Subtotal	702,518	594,442	18.2 %	1,500,323	1,218,684	23.1 %	11,424,218	9,075,114	25.9 %
Total	829,909	677,203	22.5 %	1,703,035	1,399,722	21.7 %	13,562,681	11,143,709	21.7 %

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

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

February, 2024



	Feb 2024	Feb 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change
Allegiant Air						
Enplanements	29,149	26,026	12.0%	60,414	53,902	12.1%
Seats	35,781	30,825	16.1%	76,884	63,372	21.3%
Load Factor	81.0 %	84.0 %	-3.6%	79.0 %	85.0 %	-7.1%
American Airlines						
Enplanements	15,972	13,663	16.9%	33,377	29,525	13.1%
Seats	22,085	18,696	18.1%	46,981	41,258	13.9%
Load Factor	72.0 %	73.0 %	-1.4%	71.0 %	72.0 %	-1.4%
Delta Air Lines						
Enplanements	14,974	13,968	7.2%	28,432	28,533	-0.4%
Seats	29,206	19,500	49.8%	48,000	34,892	37.6%
Load Factor	51.0 %	72.0 %	-29.2%	59.0 %	82.0 %	-28.1%
Sun Country						
Enplanements	0	984	-100.0%	41	2,445	-98.3%
Seats	0	1,302	-100.0%	372	3,348	-88.9%
Load Factor	0.0 %	76.0 %	-100.0%	11.0 %	73.0 %	-84.9%
United Airlines						
Enplanements	6,847	4,635	47.7%	13,976	8,547	63.5%
Seats	7,820	5,960	31.2%	16,180	10,744	50.6%
Load Factor	88.0 %	78.0 %	12.8%	86.0 %	80.0 %	7.5%
Totals						
Enplanements	66,942	59,276	13.0%	136,240	122,952	11.0%
Seats	94,892	76,283	24.0%	188,417	153,614	23.0%
Load Factor	71.0 %	78.0 %	-9.0%	72.0 %	80.0 %	-10.0%

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

Airline Flight Completions Asheville Regional Airport February, 2024

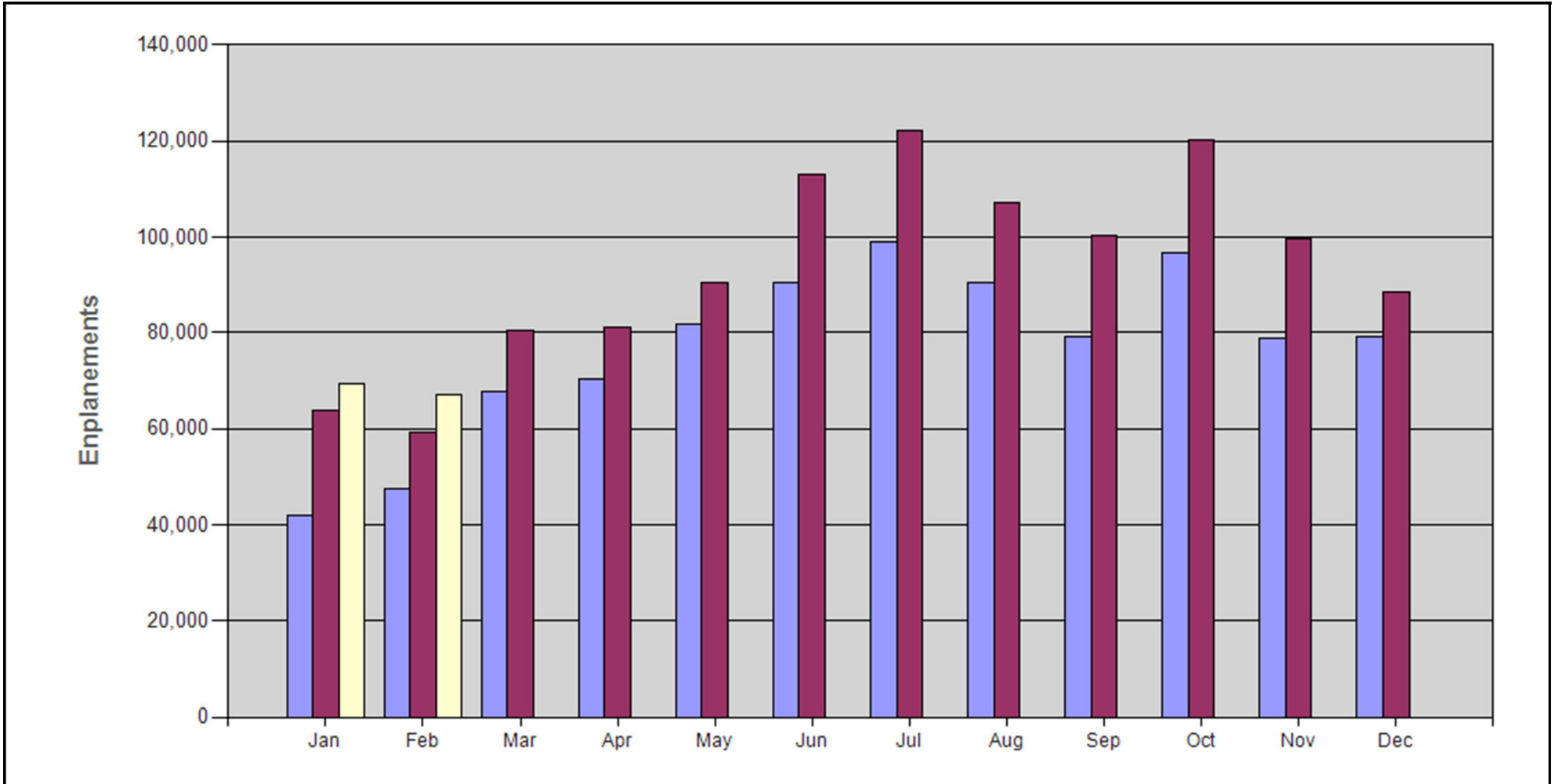


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	202	0	0	0	5	5	97.5%
American Airlines	309	0	0	1	0	1	99.7%
Delta Air Lines	275	0	0	0	0	0	100.0%
United Airlines	115	0	0	1	0	1	99.1%
Total	901	0	0	2	5	7	99.2%

Monthly Enplanements By Year

Asheville Regional Airport

February, 2024

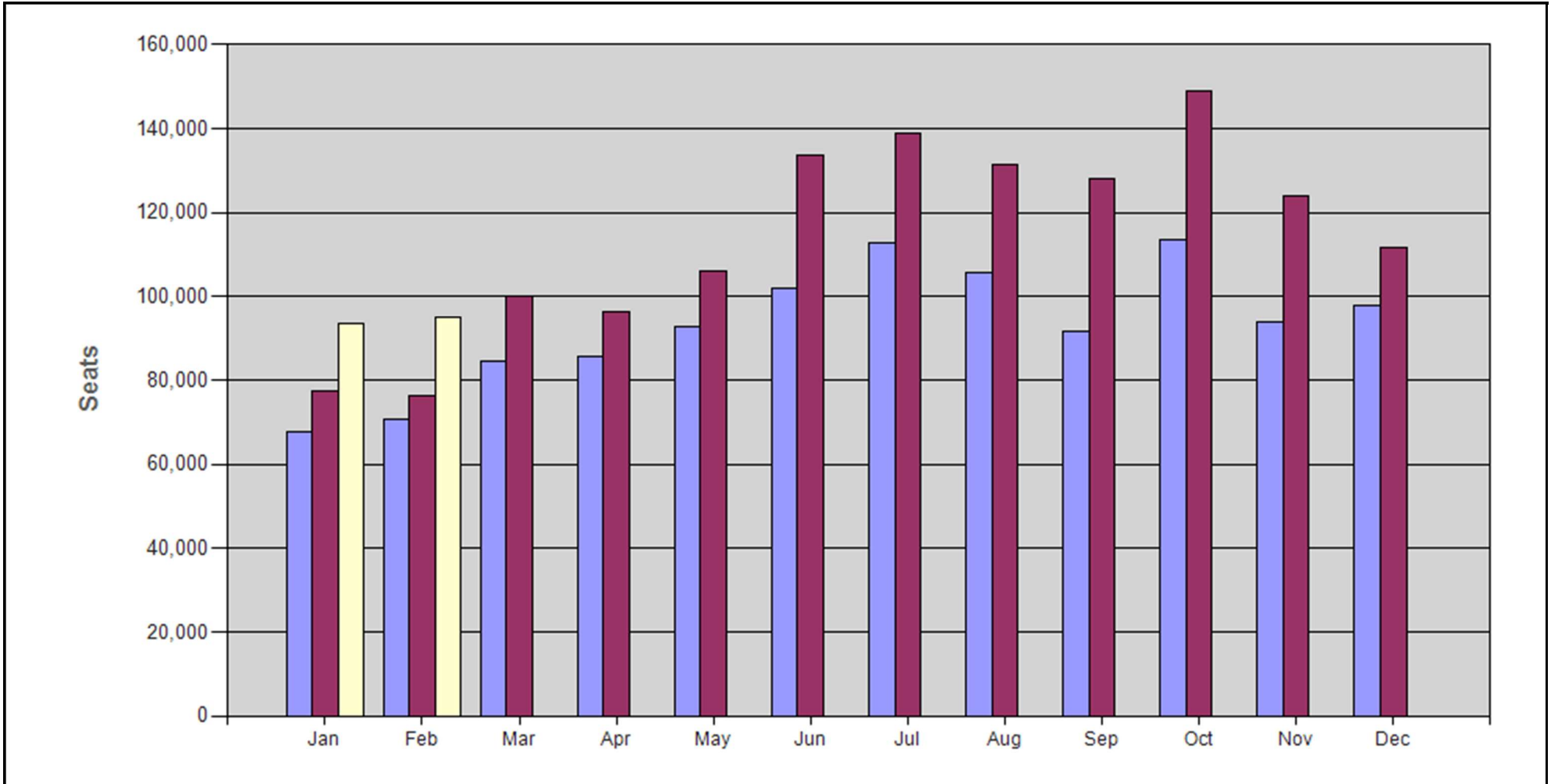


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942										

Monthly Seats By Year

Asheville Regional Airport

February, 2024

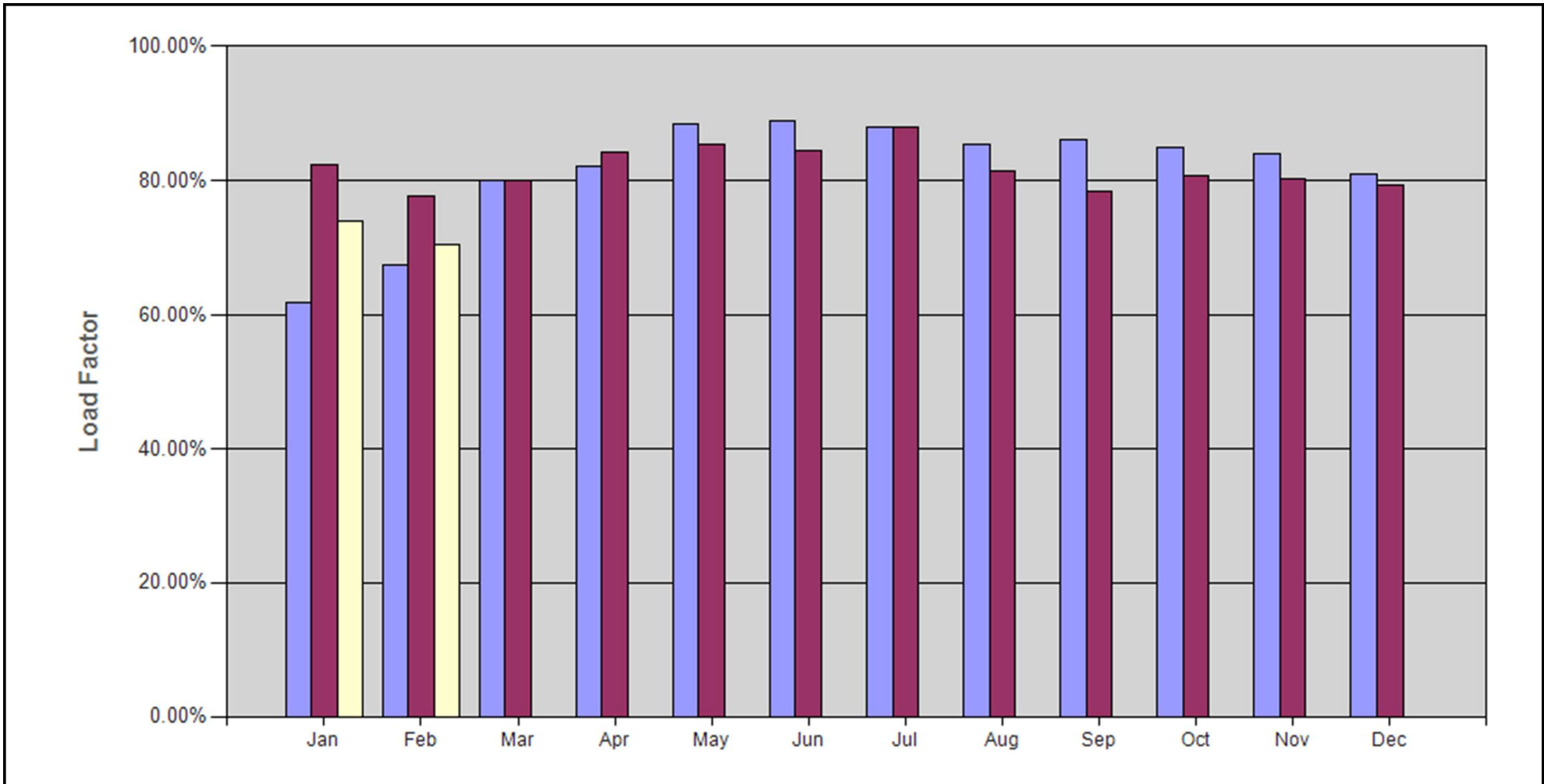


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	94,892										

Monthly Load Factors By Year

Asheville Regional Airport

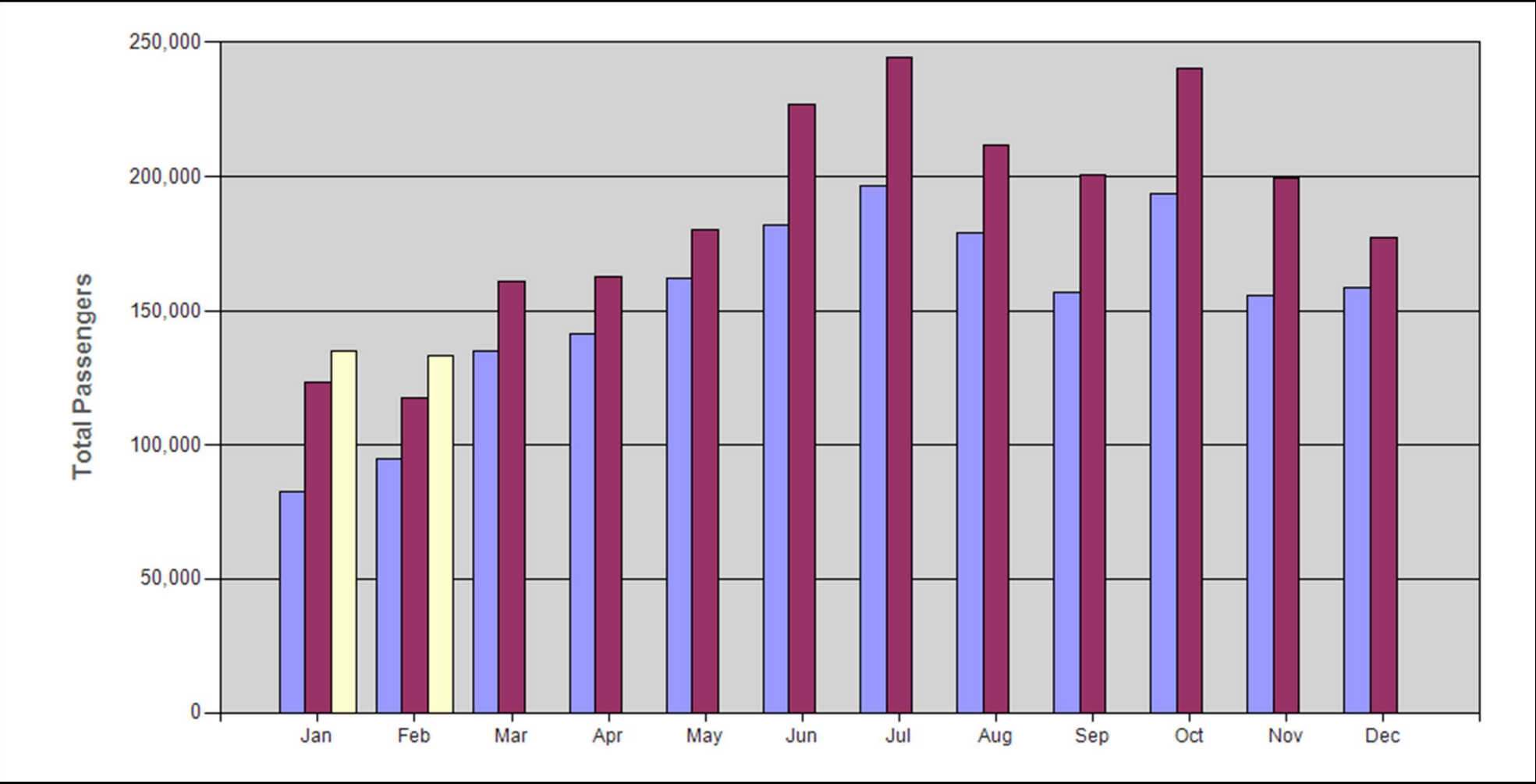
February, 2024



		1	2	3	4	5	6	7	8	9	10	11	12
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	70.55%										

Total Monthly Passengers By Year Asheville Regional Airport

February, 2024

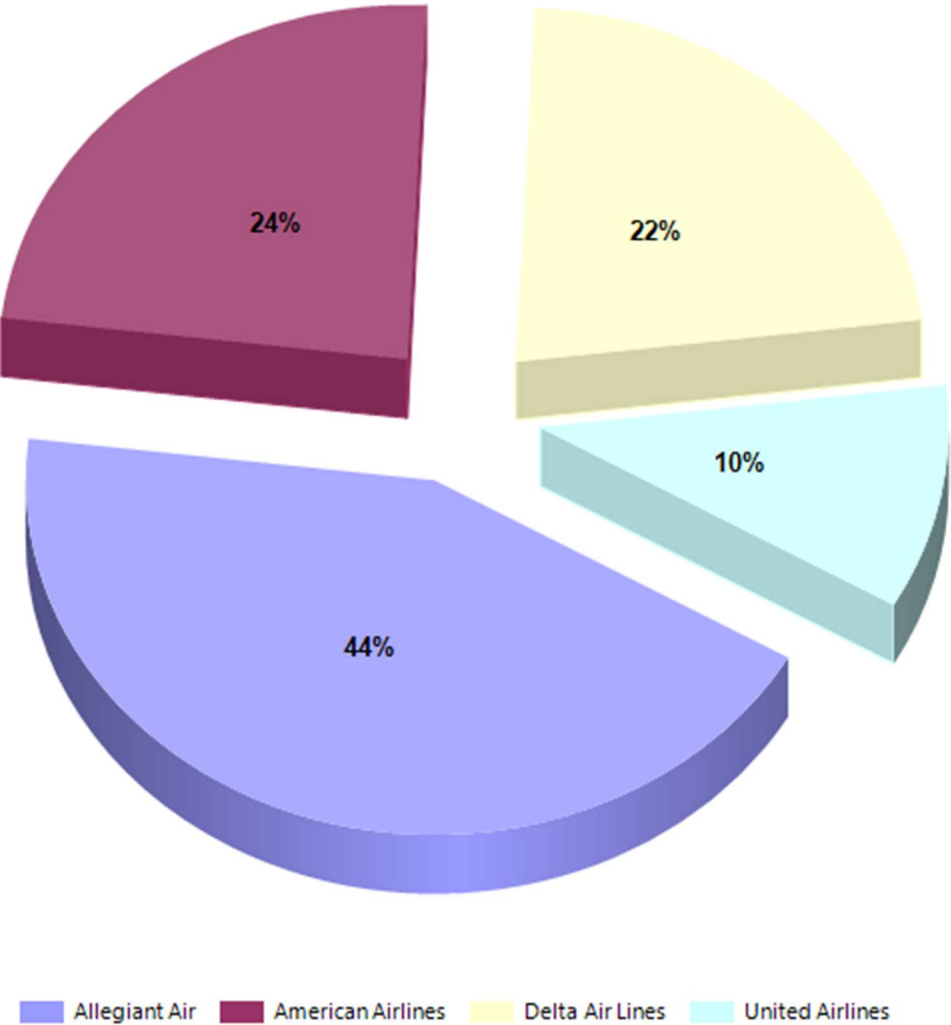


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022										

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

February, 2024





MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: April 12, 2024

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of February 2024

SUMMARY

Operating Revenues for the month of February were \$2,031,187, 11.5% over budget. Operating Expenses for the month were \$1,118,844, 15.9% under budget. As a result, Net Operating Revenues before Depreciation were \$912,343. Net Non-Operating Revenues were \$621,062.

Year-to-date Operating Revenues were \$19,295,952, 16.3% over budget. Year-to-date Operating Expenses were \$9,261,733, 18.9% under budget. Year-to-date Net Operating Revenues before Depreciation were \$10,034,219. Net Non-Operating Revenues for the year were \$5,723,282.

REVENUES

Significant variations to budget for February were:

Landing Fees	\$18,833	9.34%	Landings over budget
Concessions	\$21,145	37.59%	Annual advertising contracts & food sales over budget
Auto parking	\$159,201	22.74%	Parking higher than anticipated
Ground transportation	\$4,584	24.71%	Annual tenant/commuter parking
Land leases	\$8,726	33.22%	DreamCatcher ground lease

Information Section – Item B



EXPENSES

Significant variations to budget for February were:

Contractual services	(\$26,069)	(12.43%)	Minimal invoicing during month
Printing and binding	\$2,955	356.34%	Marketing expenses
Promotional activities	(\$13,944)	(49.56%)	Limited promotional activities
Rentals and leases	\$4,385	256.54%	Modular unit rentals
Operating supplies	(\$11,937)	(21.81%)	Supply costs lower than expected
Repairs and maintenance	\$24,301	125.05%	Admin restrooms/multiple repair projects

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$1.2M mostly due to receipt of grant funding.

Grants Receivable – Grants Receivable decreased by \$2.7M due to receipt of grant funding.

Construction in Progress – Construction in Progress increased by \$8.3M mostly due to the terminal and ATC tower construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$687K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of February 29, 2024**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	1.60%	\$ 22,758,518	23,126
NC Capital Management Trust - Cash Portfolio		21,984,347	91,076
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue Account	1.60%	18,853,686	33,386
BNY Mellon		988,876	
NC Capital Mgt Trust - 2022A Construction		164,471,969	681,123
NC Capital Mgt Trust - 2022A Parity Reserve		13,923,707	57,683
NC Capital Mgt Trust - 2022A Capitalized Interest		14,819,787	61,643
NC Capital Mgt Trust - 2023 Construction		124,937,236	569,714
NC Capital Mgt Trust - 2023 Capitalized Interest		13,567,841	56,209
 Total		 <u>\$ 396,306,167</u>	 <u>\$ 1,573,960</u>

Investment Diversification:

Banks	11%
NC Capital Management Trust	89%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended February 29, 2024**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 395,094,581	\$ 405,988,570
Net Income/(Loss) Before Capital Contributions	845,702	835,576
Depreciation	687,704	687,704
Decrease/(Increase) in Receivables	2,710,328	(3,083,565)
Increase/(Decrease) in Payables	1,572,013	(8,975,706)
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(8,286,400)	(7,709,123)
Principal Payments of Bond Maturities	-	-
Capital Contributions	3,682,239	7,351,125
Prior period adjustment - Forfeiture Funds	-	-
Increase(Decrease) in Cash	1,211,586	(10,893,989)
Cash and Investments End of Period	\$ 396,306,167	\$ 395,094,581

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of February 29, 2024**

	<u>Current Month</u>	<u>Last Month</u>
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$44,743,064	\$27,147,958
Accounts Receivable	517,762	863,042
Passenger Facility Charges Receivable	700,000	450,000
Refundable Sales Tax Receivable	666,587	604,373
Grants Receivable	910,324	3,587,586
Prepaid Expenses	15,399,414	15,399,414
GASB 87 Short-term Lease Receivable	1,762,290	1,762,290
Total Unrestricted Assets	<u>64,699,441</u>	<u>49,814,663</u>
Restricted Assets:		
Cash and Cash Equivalents	351,563,103	367,946,623
Total Restricted Assets	<u>351,563,103</u>	<u>367,946,623</u>
Total Current Assets	<u>416,262,544</u>	<u>417,761,286</u>
Noncurrent Assets:		
Construction in Progress	120,445,651	112,159,251
Net Pension Asset - LGERS	(2,625,838)	(2,625,838)
Benefit Payment - OPEB	526,250	526,250
Contributions in Current Year	2,088,580	2,088,580
GASB 87 Long-term Lease Receivable	14,624,992	14,624,992
Property and Equipment - Net	175,332,898	176,020,602
Total Noncurrent Assets	<u>310,392,533</u>	<u>302,793,837</u>
	<u>\$726,655,077</u>	<u>\$720,555,123</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$51,465	\$72,183
Customer Deposits	121,112	121,112
Unearned Revenue	355,866	362,620
Construction Contract Retainages	2,046,190	2,046,190
Revenue Bond Payable - Current	1,410,000	1,410,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	3,198,969	1,599,484
Total Payable from Unrestricted Assets	<u>9,441,209</u>	<u>7,869,196</u>
Total Current Liabilities	<u>9,441,209</u>	<u>7,869,196</u>
Noncurrent Liabilities:		
Pension Deferrals - OPEB	247,467	247,467
Other Postemployment Benefits	1,435,875	1,435,875
Compensated Absences	721,851	721,851
Net Pension Obligation-LEO Special Separation Allowance	703,270	703,270
GASB 87 Long-term Deferred Revenue	13,753,750	13,753,750
Revenue Bond Payable - 2016 - Noncurrent	10,860,000	10,860,000
Revenue Bond Payable - 2022A - Noncurrent	196,541,352	196,541,352
Revenue Bond Payable - 2023 - Noncurrent	188,346,050	188,346,050
Total Noncurrent Liabilities	<u>412,609,615</u>	<u>412,609,615</u>
Total Liabilities	<u>422,050,824</u>	<u>420,478,811</u>
Net Assets:		
Invested in Capital Assets	283,508,549	275,909,853
Restricted	351,563,103	367,946,623
Unrestricted	(330,467,399)	(343,780,164)
Total Net Assets	<u>304,604,253</u>	<u>300,076,312</u>
	<u>\$726,655,077</u>	<u>\$720,555,123</u>



Income Statement

Through 02/29/24
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,179.01	200,631.48	200,938.67	(307.19)	301,408.00	100,776.52
Terminal space rentals - airline	283,663.29	2,860,095.93	2,576,874.30	283,221.63	3,964,422.00	1,104,326.07
Landing fees	220,425.32	2,239,530.93	1,871,927.85	367,603.08	2,879,889.00	640,358.07
Concessions	77,390.23	869,040.51	522,275.00	346,765.51	803,500.00	(65,540.51)
Auto parking	859,201.34	7,862,262.17	6,500,000.00	1,362,262.17	10,000,000.00	2,137,737.83
Rental car - car rentals	303,603.99	3,085,217.62	2,897,680.50	187,537.12	4,457,970.00	1,372,752.38
Rental car - facility rent	63,311.23	507,257.20	510,294.67	(3,037.47)	765,442.00	258,184.80
Commerce ground transportation	23,133.78	399,643.51	172,250.00	227,393.51	265,000.00	(134,643.51)
FBOs	113,051.54	945,471.51	887,108.67	58,362.84	1,330,663.00	385,191.49
Building leases	4,456.21	35,264.78	34,449.33	815.45	51,674.00	16,409.22
Land leases	34,997.14	255,155.70	210,167.33	44,988.37	315,251.00	60,095.30
Other leases and fees	22,774.32	36,380.62	203,866.67	(167,486.05)	305,800.00	269,419.38
<i>Operating revenues Totals</i>	<u>\$2,031,187.40</u>	<u>\$19,295,951.96</u>	<u>\$16,587,832.98</u>	<u>\$2,708,118.98</u>	<u>\$25,441,019.00</u>	<u>\$6,145,067.04</u>
<i>Non-operating revenue and expense</i>						
Customer facility charges	132,952.75	1,670,717.50	1,430,000.00	240,717.50	2,200,000.00	529,282.50
Passenger facility charges	513,484.43	3,019,666.28	2,470,000.00	549,666.28	3,800,000.00	780,333.72
Interest revenue	1,573,959.66	13,779,585.27	8,000,000.00	5,779,585.27	12,000,000.00	(1,779,585.27)
Interest expense	(1,599,484.63)	(12,795,877.04)	(12,746,589.33)	(49,287.71)	(19,119,884.00)	(6,324,006.96)
Gain or loss on disposal of assets	.00	40,055.00	.00	40,055.00	.00	(40,055.00)
P-card rebate	.00	8,326.66	.00	8,326.66	.00	(8,326.66)
Miscellaneous	150.00	808.84	.00	808.84	.00	(808.84)
<i>Non-operating revenue and expense Totals</i>	<u>\$621,062.21</u>	<u>\$5,723,282.51</u>	<u>(\$846,589.33)</u>	<u>\$6,569,871.84</u>	<u>(\$1,119,884.00)</u>	<u>(\$6,843,166.51)</u>
Capital contributions	3,682,239.14	20,749,502.78	.00	20,749,502.78	.00	(20,749,502.78)



Income Statement

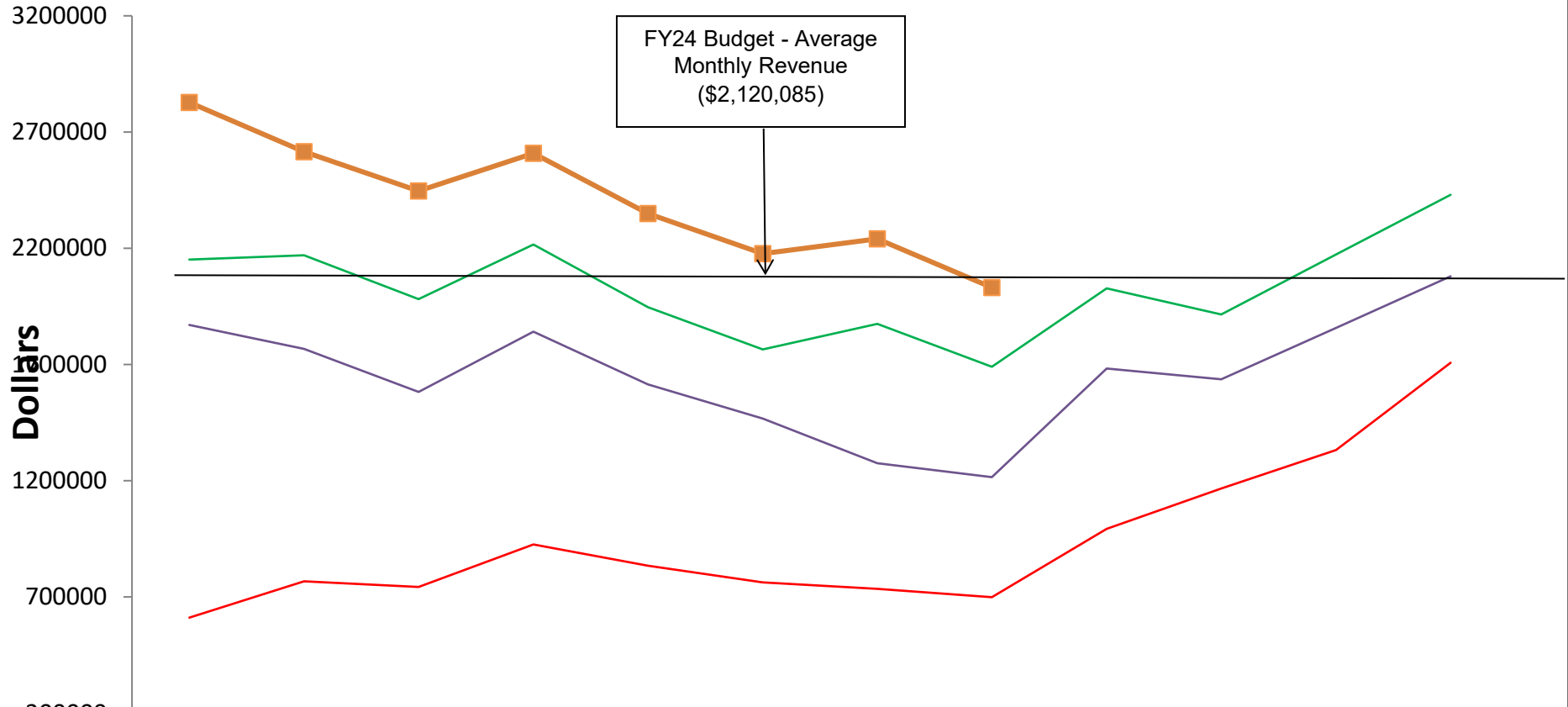
Through 02/29/24
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
<i>Operating expenses</i>						
Personnel services	693,134.90	5,608,636.41	7,064,313.76	(1,455,677.35)	10,801,703.00	5,193,066.59
Professional services	41,822.95	274,463.07	384,466.67	(110,003.60)	576,700.00	302,236.93
Other contractual services	183,734.43	1,396,815.80	1,678,428.00	(281,612.20)	2,517,642.00	1,120,826.20
Travel and training	17,447.60	85,314.80	179,853.33	(94,538.53)	269,780.00	184,465.20
Communications	4,805.55	34,145.94	38,466.67	(4,320.73)	57,700.00	23,554.06
Utility services	46,103.65	288,916.90	330,376.67	(41,459.77)	495,565.00	206,648.10
Rentals and leases	6,093.88	36,332.95	13,673.33	22,659.62	20,510.00	(15,822.95)
Insurance	55.00	367,747.22	364,725.41	3,021.81	398,607.00	30,859.78
Advertising, printing and binding	3,783.84	10,319.40	6,633.33	3,686.07	9,950.00	(369.40)
Promotional activities	14,189.10	236,684.25	225,066.67	11,617.58	337,600.00	100,915.75
Other current charges and obligations	6,409.54	51,215.50	71,016.67	(19,801.17)	106,525.00	55,309.50
Operating supplies	42,803.53	428,800.11	437,926.67	(9,126.56)	656,890.00	228,089.89
Publications, subscriptions, memberships, etc.	2,227.67	53,437.97	50,720.00	2,717.97	76,080.00	22,642.03
Repairs and maintenance	43,734.71	204,618.72	155,466.67	49,152.05	233,200.00	28,581.28
Small equipment	12,497.30	84,347.12	61,000.00	23,347.12	91,500.00	7,152.88
Contingency	.00	.00	53,333.33	(53,333.33)	80,000.00	80,000.00
Emergency repairs	.00	37,328.13	33,333.33	3,994.80	50,000.00	12,671.87
Business development	.00	55,791.89	266,666.67	(210,874.78)	400,000.00	344,208.11
Bad debt expense	.00	6,816.99	.00	6,816.99	.00	(6,816.99)
<i>Operating expenses Totals</i>	\$1,118,843.65	\$9,261,733.17	\$11,415,467.17	(\$2,153,734.00)	\$17,179,952.00	\$7,918,218.83
<i>Depreciation</i>						
Depreciation	687,703.58	5,501,628.64	.00	5,501,628.64	.00	(5,501,628.64)
<i>Depreciation Totals</i>	\$687,703.58	\$5,501,628.64	\$0.00	\$5,501,628.64	\$0.00	(\$5,501,628.64)
Grand Totals						
REVENUE TOTALS	6,334,488.75	45,768,737.25	15,741,243.65	30,027,493.60	24,321,135.00	(21,447,602.25)
EXPENSE TOTALS	1,806,547.23	14,763,361.81	11,415,467.17	3,347,894.64	17,179,952.00	2,416,590.19
Grand Total Net Gain (Loss)	\$4,527,941.52	\$31,005,375.44	\$4,325,776.48	\$26,679,598.96	\$7,141,183.00	\$23,864,192.44

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

February 2024

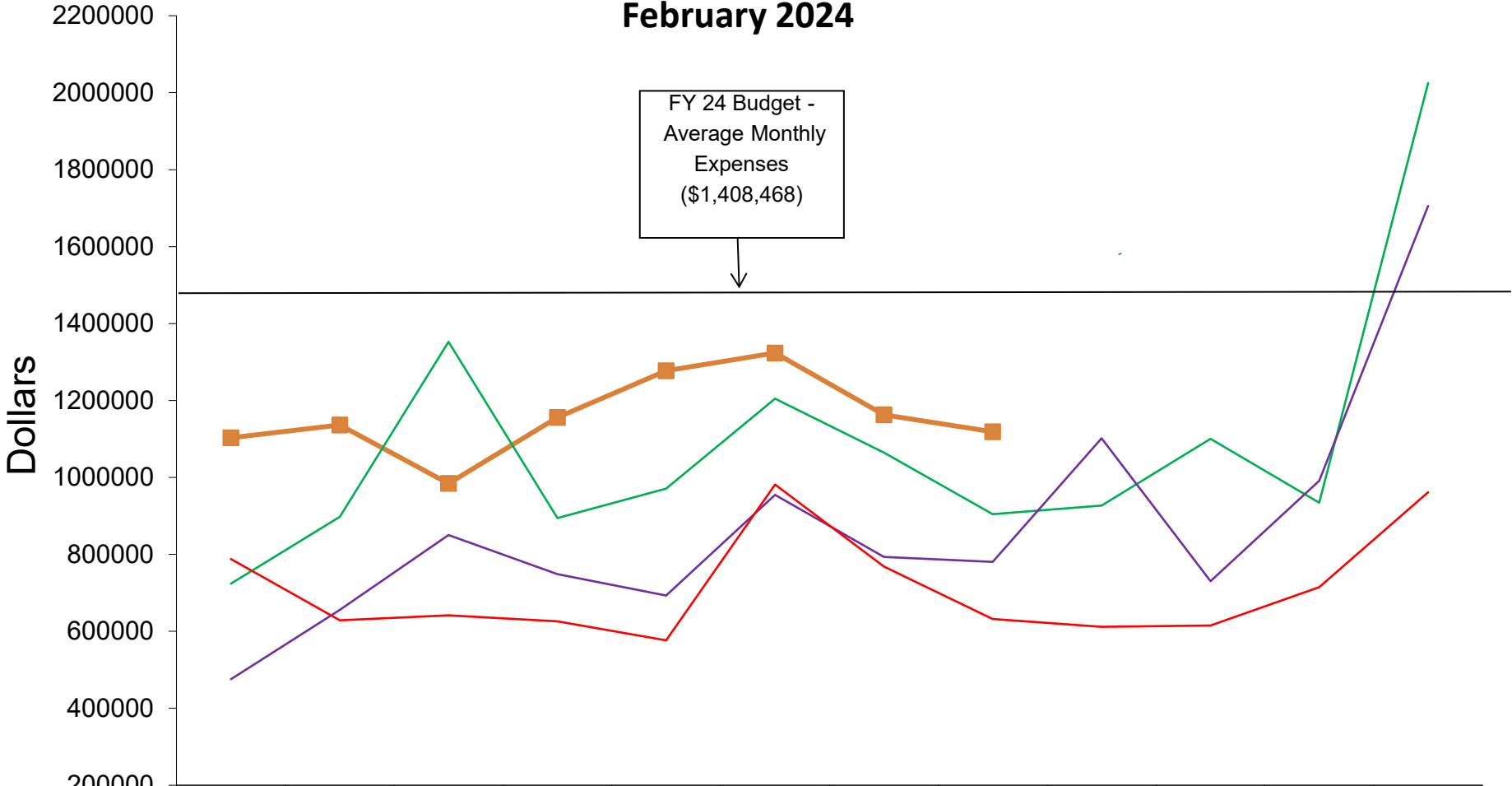


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	2827482	2615398	2446265	2609082	2349134	2176799	2240605	2031187				
2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519
2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683

ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

February 2024



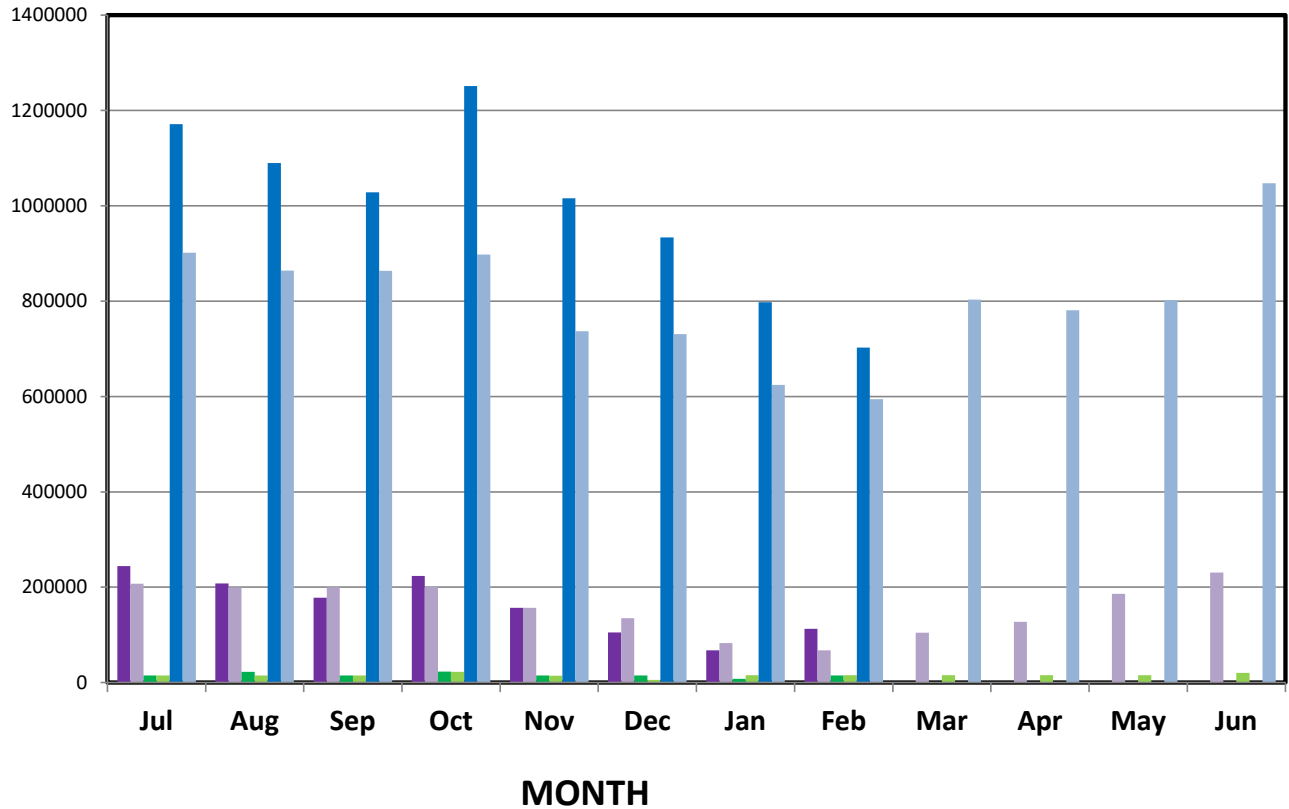
FY 24 Budget -
Average Monthly
Expenses
(\$1,408,468)



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	1103108	1135951	984187	1155931	1277375	1323577	1162760	1118844				
2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373

**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
February 2024**

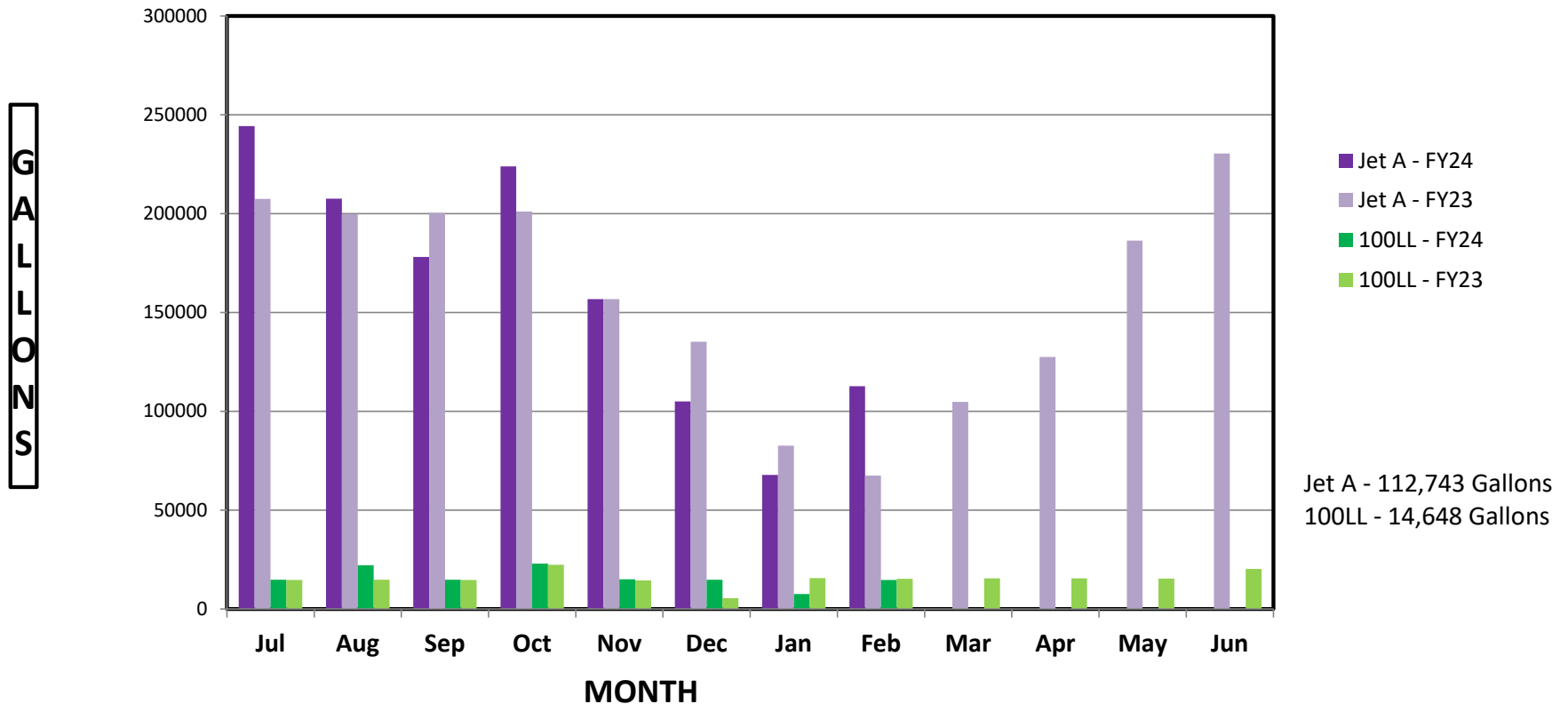
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- Jet A FY24
- Jet A FY23
- 100LL - FY24
- 100LL - FY23
- Airlines - FY24
- Airlines - FY23

Jet A - 112,743 Gallons
100LL - 14,648 Gallons
Airline - 702,518 Gallons

**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
February 2024**



Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 4/1/2024)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 4/1/2024)	Start Date	End Date	Current Project Status (as of 4/1/2024)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$7,843,633	60.4%	\$20,452,427	75.2%	\$15,371,200	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,279,968	N/A	N/A	\$0	0.0%	\$1,279,968	47.7%	\$610,974	Jul-23	Dec-27	Project management continues.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	84.3%	\$4,239,040	Mar-21	Dec-24	Project management in process.
4	Airport Master Plan	Update current Master Plan	CHA	\$989,004	N/A	N/A	\$0	0.0%	\$989,004	89.8%	\$888,227	Jul-21	Apr-24	Finishing ALP. Final presentation for April Board meeting.
5	South Parking Lot	Enabling Pre-Construction work including design, tree removal and clearing.	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	83.8%	\$381,477	Jan-23	Jul-24	Project management in process.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 4/1/2024)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 4/1/2024)	Start Date	End Date	Current Project Status (as of 4/1/2024)
1	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$0	0.00%	\$345,792,821	20.9%	\$72,298,611	Jan-22	Apr-27	North Concourse structural steel is complete and exterior framing has begun. Slab on metal deck complete in early April. North ATO underground utilities & foundations progressing.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	**\$855,660	0.00%	\$46,561,255	28.8%	\$13,404,097	Dec-22	Dec-24	Installed storm structures. Base Building steel begins in April. Backfilled pile cap and preparing for stem wall.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$69,584	0.00%	\$10,897,307	47.1%	\$5,128,072	Jun-23	Jul-24	Pipe installation complete. Working on grading for entrance off Terminal Drive behind Gas Station.

Key strategic priorities

Governance vs. Management : Focus on setting governing direction (“guard rails”) for the organizational and holding management accountable for the execution of operational tactics. Pursue continuous educational opportunities for Authority Member development.

1. **Organizational Relevance**: Remaining relevant in an era of airport consolidation
2. **Financial Stewardship**: Sustainability/Operating Performance/Audit & Compliance
3. **Municipal Relations**: Positive relationships with all municipalities surrounding the airport
4. **Stakeholder Relations**: Positive relationships with neighbors and other community organizations
5. **Community Image**: Public Perception/Public Relations/Customer Service/Legal Entity
6. **Facilities Stewardship**: Future Master Facilities Plan
7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
8. **Economic Development**: Engage Community Partners/Airline Service Development
9. **Vendor-Partner Relations**: General Aviation/Rental Car Agencies/Vendors
10. **Public Safety**: Airport Emergency Safety/TSA Relations/Municipal Partners
11. **Organizational Accountability**: President & CEO Supervision