

AGENDA

Greater Asheville Regional Airport Authority Regular Meeting Friday, June 4, 2021, 8:30 a.m. Conference Room at Administrative Offices

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. In compliance with the state-wide mandate for COVID-19, members of the public may attend the Authority Board meeting at 8:30 a.m. on Friday, June 4, 2021 via Webex: 1-844-621-3956; Meeting Number (access code): 1322 24 9440

- I. CALL TO ORDER
- II. SWEARING-IN OF AT LARGE MEMBER BRITT LOVIN
- III. FORMER EMPLOYEE RECOGNITION
- IV. PRESENTATIONS: None
- V. FINANCIAL REPORT (document)
- VI. CONSENT ITEMS:
 - A. Approve the Greater Asheville Regional Airport Authority May 14, 2021 Regular Meeting Minutes (document)
 - B. Approve Amendment to the FY20/21 Budget for Legal Expenses (document)
 - C. Approve Resolution Accepting Grants (<u>document</u>)
 - D. Approve Insurance Renewals (document)
 - E. Approve the Greater Asheville Regional Airport Authority December 11, 2020 Part A and Part B Closed Session Minutes



- F. Approve the Greater Asheville Regional Airport Authority February 5, 2021 Closed Session Minutes
- G. Approve the Greater Asheville Regional Airport Authority February 19, 2021 Closed Session Minutes
- H. Approve the Greater Asheville Regional Airport Authority March 12, 2021 Closed Session Minutes
- I. Approve the Greater Asheville Regional Airport Authority May 14, 2021 Closed Session Minutes
- VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

- A. Approve Amended and Additional Administration Policies and Procedures and Human Resources Policies and Procedures (**document**)
- B. Approve Work Authorization No. 3 with Parrish and Partners of North Carolina, PLLC for South General Aviation Apron Rehabilitation Engineering Services (document)

IX. DIRECTOR'S REPORT:

A. ACI World Carbon Neutral Goal

X. INFORMATION SECTION:

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

- A. April 2021 Traffic Report (document)
- B. April 2021 Monthly Financial Report (**document**)
- C. June 2021 Development/Project Status Report (**document**)
- D. Potential Board Items for the Next Regular Meeting:
 - None Identified at this Time



XI. PUBLIC AND TENANTS' COMMENTS

In compliance with the state-wide mandate for COVID-19, Public and Tenant Comments will be as follows:

- Please fill out a Comment Card located on the airport website here: https://flyavl.com/boardcomment
 by 3:00 pm on Thursday, June 3, 2021
- 2. Comments received, as specified above, shall be read during this Agenda period
- XII. CALL FOR NEXT MEETING: July 9, 2021

XIII. CLOSED SESSION:

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

XIV. AUTHORITY MEMBER REPORTS:

A. Key Strategic Elements (<u>document</u>)

XV. ADJOURNMENT

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

Asheville Regional Airport
Executive Summary
April-21

	ATRICAT		TV			
	AIRPORT	ACTIVI	Variance to		Calendar	Variance to
	Month		Prior Year		ear to Date	Prior Year
Passenger Enplanements	48,	371	3,897.6%		133,035	(7.2%)
Aircraft Operations						
Commercial School Lights		916	323.9%		6,314	16.3%
Scheduled Flights Flight Cancellations		783 10	44.5%			
Seats	78,	945	449.1%		257,575	10.4%
Load Factor		.3%	628.0%		51.6%	(15.9%)
Constant	2	C 40	220 70/		11 720	12.40/
General Aviation	3,	649	228.7%		11,729	13.4%
Military		454	219.7%		1,152	80.0%
	FINANCIA	L RESUL	.TS			
			Variance		Fiscal	Variance
Operating Revenues	Month \$ 1,166,		to Budget 23.8%	<u> </u>	8,240,932	to Budget (12.5%)
Operating Expenses				4		
	614,		(33.1%)		6,869,358	(28.5%)
Net Operating Revenues before Depreciation	\$ 551,	752		\$	1,371,574	
Net Non-Operating Revenues *	\$ 1,222,	889	302.0%	\$	12,539,535	312.2%
(includes CARES funding listed below)						
Broadmoor Net Income	\$ 68,	719		\$	127,101	
Broaumoor Net Income	\$ 00,	/19		Þ	127,101	
Grants:						
FAA AIP Grants	\$ 821,	276		\$	11,765,793	
NC Dept of Transportation Grants	d 021	-			7,548,564	
Total	\$ 821,	2/6		\$	19,314,357	
* CARES Funding	\$ 755,	619		\$	10,016,056	
	CA	SH				
Restricted				\$	10,874,707	
Designated for O&M Reserve					5,384,122	
Designated for Emergency Repair					650,000	
Unrestricted, Undesignated					4,029,265	
Total				\$	20,938,094	
Broadmoor Cash Balance				\$	157,094	
R	ECEIVABLE	S PAST	DUE			
Ada Prince Calcula	Total		1-30 Days	3	1-60 Days	Over 60 Day
Advertising Customers Elite		390 280	2,020		240 -	4,13 28
Enterprise		064	7,064		-	-
FAA		367	-		-	36
Paradies		077	5,077		-	-
Signature Skywest		272 150	80 150		-	19
Spirit		150 404	-		-	4,40
		.0 .				2,95
Travelers		032	75		-	
	3,	032 151	75 1,765		- 75	
Travelers TSA United	3, 6,	151 919			- 75 -	4,31 91
Travelers TSA United World Fuel Services	3, 6,	151 919 758			75 - 125	4,31 91 1,63
Travelers TSA United World Fuel Services Worldwide	3, 6, 1,	151 919 758 376	1,765 - - -		- 125 -	4,31 91 1,63 1,37
Travelers TSA United World Fuel Services Worldwide Miscellaneous	3, 6, 1, 1,	151 919 758 376 226	1,765 - - - - 115	<u></u>	- 125 - 75	4,31 91 1,63 1,37 18,03
Travelers TSA United World Fuel Services Worldwide	3, 6, 1, 1, 18, \$ 55,	151 919 758 376	1,765 - - - 115	\$	- 125 -	4,31 91 1,63 1,37 18,03 \$ 38,60
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Travelers TSA United World Fuel Services Worldwide Miscellaneous Total % of Total Receivables Note: Excludes balances paid subsequent to monthee Also excludes a balance of Board-approved defe	3, 6, 1, 18, \$ 55, Z. and.	151 919 758 376 226 467 30% \$8,183 fo	1,765	Cu	- 125 - 75 515 - 515	4,31 91 1,63 1,37 18,03
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REGULAR MEETING GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY May 14, 2021

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, May 14, 2021 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT VIA TELEPHONE/VIDEO: Matthew C. Burril, Chair; Brad Galbraith, Vice-Chair; George H. Erwin, Jr.; Carl H. Ricker, Jr.; Thomas M. Apodaca; Susan Russo Klein; and Britt Lovin

MEMBERS ABSENT: None

STAFF PRESENT IN PERSON: Lew Bleiweis, Executive Director; Michael Reisman, Deputy Executive Director; Michael Merideth, Systems Administrator; and Ellen Heywood, Clerk to the Board

STAFF AND LEGAL COUNSEL PRESENT VIA VIDEO: Cindy Rice, Authority Legal Counsel; Tina Kinsey, Director of Marketing and Public Relations; Janet Burnette, Director of Finance and Accounting; Shane Stockman, IT Director; John Coon, Director of Operations and Maintenance; Lisa Jump, Director of Administration and Human Resources; Christina Madsen, Properties and Contracts Manager; Jared Merrill, Airport Planning Manager; and Samuel Sales, Chief of Public Safety

ALSO PRESENT VIA TELEPHONE: John Kasuda, Siemens; James Moose, Avcon; Jon McCalmont, Parrish & Partners; Jason Sandford, AshVegas; Nick Loder, RS&H; Brandon Rutherford, Hensel Phelps; and Sandra Kilgore, Asheville City Council

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

PRESENTATIONS: None

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

The Chair requested that Mrs. Burnette provide a forecast of the cash balance for the end of the fiscal year. Mrs. Burnette responded that she believed the Authority would be in a positive position. While several invoices have been paid on construction projects leaving

a lower cash balance, some of the CARES Act funding was remaining and would be drawn down. Mrs. Burnette also stated that she would be submitting a request for reimbursements from the FAA. The Director talked about the funds received from the CARES Act and CRRSAA as well as anticipated funding from the American Recovery Act. The Director commented that some of these funds would be used to pay operational expenses while the Authority funds would be used for construction projects not covered by the grants, and that the airport should be in good financial shape moving forward.

CONSENT ITEMS:

- A. <u>Approve the Greater Asheville Regional Airport Authority April 9, 2021</u>
 <u>Special Meeting Minutes:</u>
- B. <u>Approve the Greater Asheville Regional Airport Authority April 21, 2021</u>
 <u>Special Meeting Minutes:</u>
- C. Approve Amendment to Airfield Re-development Project Budget:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$5,000,000
Totals		\$5,000,000

This will result in a net increase of \$5,000,000 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$5,000,000
Totals		\$5,000,000

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 14 th day of May, 2021.
Matthew C. Burril, Chair
Attacted by
Attested by:
·
Ellen Heywood, Clerk to the Board

Mr. Galbraith moved to approve Consent Items A through C. Mr. Erwin seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

Approve Change Order No. 2 to Partial Tender Agreement with APAC-A. Atlantic, Inc., d/b/a Harrison Construction Company: Michael Reisman provided the Board with a brief explanation of the Partial Tender Agreement entered into with APAC-Atlantic, Inc., d/b/a Harrison Construction Company (HCC) through a Second Amendment to Takeover Agreement with Travelers Casualty and Surety Company (Travelers) for the Airfield Re-development Project. Mr. Reisman described the details for Change Order No. 1 to the agreement with HCC, and advised the Board that it was discovered after execution of the Second Amendment to Takeover Agreement with Travelers that JS Held, Traveler's on-site project manager, had miscalculated the amount of asphalt needed to complete the project. The additional quantities of asphalt that would be documented as installed on the project and accepted would need to be billed at the agreed upon unit price causing an overage of the original cost estimate for this job. Additionally, during the course of HCC's work on the widening of Taxiway F, it was discovered that the condition of the sub-surface under the pavement had deteriorated and required total reconstruction, adding to the cost of the original estimate. Mr. Reisman informed the Board that the total additional cost for Change Order No. 2 was \$2,057,081.58 bringing the total contract with HCC from \$12,030,584.75 to \$14,087,666.33. Funds for the additional cost were available in the current project budget.

Ms. Russo Klein moved to approve Change Order No. 2 to Partial Tender Agreement with APAC-Atlantic, Inc. d/b/a Harrison Construction Company — Asheville Division in the amount of \$2,057,081.58 and authorize the Executive Director to execute the necessary documents. Mr. Ricker seconded the motion and it carried unanimously.

B. Approve Contract with Landrum & Brown for Financial Feasibility Consulting Work: The Director advised the Board that PFM was the consultant contracted by the Authority to assist with the bonds for the terminal building. PFM has advised staff that financial feasibility reports will be required to provide evidence of the Authority's ability to repay the debt taken through the bonds and loans. Landrum & Brown provided the feasibility survey for the parking garage bond issuance as well as assistance with the airline rates and charges. Staff recommends utilizing Landrum & Brown for the financial feasibility reports needed for the funding of the terminal building project. The Director stated that the not-to-exceed fee for Landrum and Brown's scope of work is \$196,000.00 and includes reimbursable expenses. The following budget ordinance amendment will be necessary:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021:

Section 1. To amend the appropriations as follows:

EXPENDITURES: Increase Decrease **Executive Department** \$196,000 **Totals** \$196,000 This will result in a net increase of \$196,000.00 in the appropriations. Revenues will be revised as follows: **REVENUES:** Decrease Increase Transfer from GARAA Cash \$196,000 **Totals** \$196,000

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 14 th day of May, 2021.	
Matthew C. Burril, Chair	
Attested by:	
Ellen Heywood, Clerk to the Board	_

Mr. Erwin moved to approve a contract with Landrum & Brown for airport financial feasibility consulting services in relation to the new terminal public bond issuance and TIFIA loan process for a not-to-exceed fee of \$196,000.00; amend the FY2020/2021 budget by adopting the budget ordinance amendment presented by staff; and authorize the Executive Director to execute the necessary documents. Mr. Lovin seconded the motion and it carried unanimously.

<u>DIRECTOR'S REPORT</u>: The Director advised the Board that he had a few additional items to add that were not included on the agenda.

- A. <u>State Land Use Regulations</u>: The Director reported that another airport in North Carolina was seeing a lot of development encroaching upon the safety zones around the airport. Senator Michael Lee has proposed legislation that will require more work on the part of municipalities before approving development proposals on land surrounding airports. The ten commercial airports in the state are supportive of this legislation. The Director stated that he would continue to support this legislation provided the Board was in agreement. The Board suggested that a copy of the draft legislation would be helpful, and the Director assured the Board that he would send out a copy.
- **B. Ground Transportation:** With the increase of passenger traffic at the airport, there has been an issue with a lack of available ground transportation operators, especially in the evenings. Staff is considering options to ensure passengers have a good experience while at the airport. A meeting has been set up with ground transportation providers for the following week to discuss the matter. Staff is also contemplating using the airport's parking lot shuttle vans to drive passengers to hotels in downtown Asheville. This service would be modeled after one that is currently in place at the Savannah International Airport. Staff has also placed warnings on the airport's website recommending passengers pre-arrange ground transportation prior to arrival. The Board

agreed that a positive experience for all passengers was paramount and were in support of any measures staff found necessary to ensure that good customer service was provided.

- **C. Parking Lot Construction:** The Director stated that as part of the prior year's parking lot construction project across NC280, construction of the cell phone parking lot was put on hold due to a lack of passengers. With passenger traffic steadily increasing, staff has decided to move forward with construction of the cell phone parking lot. The scope of work remains the same, however, there will be an additional \$15,000 to the project cost due to re-mobilization of the paving contractor. Staff anticipates the project will be completed in the fall in time for the holiday season.
- **D.** Administration and Human Resources Policies and Procedures: The Director stated that an update to some of the policies will be on the agenda for the June Board meeting. A copy of the policies would be delivered the following week to allow the Board time to review the policies.
- **E. Grant Funding:** The Director reported that additional grants totaling \$2.1 million have been received from the FAA and will be used for the design of the south general aviation ramp as well as an update to the Master Plan.
- **North General Aviation Fill Area:** Duke Energy has been working on the design of a cap for Area 1 and has advised staff that the Army Corps of Engineers will need to review the design plan prior to any work being done. Staff has been told that the plan should be approved in the fall with work beginning next year. Duke Energy has been made aware of staff's concerns regarding the delay of this project.
- **G.** TSA Security Checkpoint Wait Times: In an attempt to minimize wait times, TSA has begun a reservation system pilot program at Seattle-Tacoma International Airport (SEA) enabling passengers to reserve an assigned time to go through the security checkpoint. TSA can accept 35 passenger reservations every 15 minutes. Also being tested at SEA is a QR code that passengers can scan with their phones that will assign a time the passenger should report to the checkpoint. Airports have some concerns over how this could affect concession sales. If the program is successful, it will be deployed at larger airports before making its way to smaller airports.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Authority Board will be held on June 4, 2021.

AUTHORITY MEMBER REPORTS: None

CLOSED SESSION: At 9:31 a.m. Mr. Galbraith moved to go into Closed Session Pursuant to Subsections 143-318.11 (a)(3), (4) and (5) of the General Statutes of North Carolina to Consult with Legal Counsel in Order to Preserve the Attorney-Client Privilege; to Discuss Matters Relating to the Location and/or Expansion of Industries or Other Businesses in the Area Served by the Greater Asheville Regional Airport Authority, Including Agreement on a Tentative List of Economic Development Incentives that may be Offered by the Greater Asheville Regional Airport Authority in Negotiations; and to Establish or Instruct the Authority Staff and Agents Concerning Negotiations on the Price and Other Material Terms of a Contract or Proposed Contract for the Acquisition of Real Property. Mr. Lovin seconded the motion and it carried unanimously.

The Chair indicated they would break for five minutes at which time the Board would resume in closed session.

Open Session resumed at 10:09 a.m.

Ms. Russo Klein left the meeting during the Closed Session

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MAY 14, 2021 CLOSED SESSION MINUTES: Mr. Galbraith moved to seal the minutes for the Closed Session just completed and to withhold such Closed Session minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Lovin seconded the motion and it carried by a 6 to 0 vote.

ADJOURNMENT: Mr. Ricker moved to adjourn the meeting at 10:10 a.m. Mr. Erwin seconded the motion and it carried by a 6 to 0 vote.

Respectfully submitted,

Ellen Heywood Clerk to the Board

Approved:

Matthew C. Burril Chair



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: June 4, 2021

ITEM DESCRIPTION - Consent Item B

Approve Amendment to the FY20/21 Budget for Legal Expenses

BACKGROUND

As a result of issues with both the Airfield Redevelopment Project and Area One of the Structural Fill Project, we need to amend our FY20/21 budget to cover some unbudgeted legal costs. A budget increase in the amount of \$100,000 for legal fees is necessary.

ISSUES

None.

ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY20/21 budgeted revenues and expenditures by \$100,000. The net increase in Transfers from GARAA Cash is \$100,000.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to amend the FY20/21 budget by adopting the following budget ordinance amendment:



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Item B Approve Amendment to the FY20/21 Budget for Legal Expenses Page 2

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, 2021:

Section 1. To amend the appropriations as follows:

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EXPENDITURES:		
Executive Department Totals	<u>Decrease</u>	<u>Increase</u> \$100,000 \$100,000
This will result in a net increase of \$1 revised as follows:	100,000 in the appropriations.	Revenues will be
REVENUES:		
Executive Department Totals	<u>Decrease</u>	<u>Increase</u> \$100,000 \$100,000
Section 2. Copies of this budg the Greater Asheville Regional Airpor Finance Officer for their direction.		
Adopted this 4th day of June,	2021.	
Matthew C. Burril, Chair		
Attested by:		
Ellen Heywood, Clerk to the Bo	pard	



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 4, 2021

ITEM DESCRIPTION – Consent Item C

Approve Resolution Accepting Grants

BACKGROUND

The Federal Aviation Administration ("FAA") and the North Carolina Division of Aviation ("DOA") distributes both entitlement and discretionary grants on an annual basis. The grants requests are submitted by staff each year and are a component of the annual budget based on the Greater Asheville Regional Airport Authority's ("Authority") capital improvement program. The grants, once awarded, must be accepted by the Authority and the attached resolution will provide the ability to do so.

ISSUES

None

ALTERNATIVES

None

FISCAL IMPACT

The fiscal impact has a direct correlation to the capital improvement program, the initial grant request per project, and the amount of either entitlement or discretionary funds available each year from the FAA or DOA. Any amount not received due to untimely acceptance and signature is detrimental to the Authority.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board approve the attached Resolution.

Attachment

Greater Asheville Regional Airport Authority

~ Resolution ~

A RESOLUTION CONFERRING STANDBY AUTHORITY TO ACCEPT GRANTS BY THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY DURING THE FISCAL YEAR 2021-2022

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

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

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

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

WHEREAS, the Airport is eligible for such grants; and

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

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

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

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

Adopted this 4 th day of June, 2021		
	Matthew C. Burril, Chair	
Attested by:		
Ellen M. Heywood, Clerk to the Board		



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lisa Jump, Director of Administration and Human Resources

DATE: June 4, 2021

ITEM DESCRIPTION – Consent Item D

Approve Insurance Renewals

BACKGROUND

Health Insurances

CIGNA has provided the Authority's employees with medical insurance coverage for the past eleven years and the renewal trend has been very good over the years. Even though our renewals have been strong, the decision was made to take our group to the health insurance marketplace to compare plans and rates. We received quotes for two different plans through Blue Cross/Blue Shield of North Carolina along with a renewal quote from Cigna. The Blue Cross/Blue Shield quotes were for either an increased cost or a decrease in coverage.

CIGNA originally quoted a 12.45% increase in rates, however, McGriff Insurance Services, our broker, was able to proactively negotiate the renewal to 1.01%. In order to maintain a high level of benefits to our employees, we are recommending renewing the same plan with Cigna. The Cigna plan structure limits our large claims liability and the level funded plan allows us to see our claim history and help 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 FY 2021/2022's position and retiree headcounts, total premiums will be approximately \$1,025,689. Offset by employee contributions of \$134,390, the Authority's net cost for medical insurance will be approximately \$891,299, based on the current enrollment.



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Item D Approve Insurance Renewals Page 2

Delta Dental has provided our dental coverage for the past five years. Delta Dental is in a rate lock for FY2021/22. With FY2021/2022's position count, total premiums will be approximately \$50,067.

Superior Vision has provided our vision coverage for the past five years. Last year we locked in a two-year rate with Superior. With FY 2021/2022's position count, total premiums will be approximately \$4,982.

Mutual of Omaha has provided benefits for life insurance, accidental death & dismemberment, as well as short-term and long-term disability for the past seven years. FY 2021 renewal locked in the rates for FY2021 and FY2022. With FY2021/2022's position count, total premiums will be approximately \$19,115 for life insurance and \$34,321 for disability insurances.

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 budgeted amounts in the FY2021/2022 budget.

USI will be renewing our property coverage with Chubb Insurance for \$84,977, general liability coverage with Chubb for \$35,310, auto coverage with American Southern Insurance for \$23,818, worker's compensation coverage with Wesco Insurance Company for \$129,652 (Our Experience Mod decreased from 1.00 to 0.96 but our exposures and the renewal rate increased per \$1,000 in payroll expenses), and commercial crime coverage with AIG for \$729. Chubb will continue to provide our inland marine coverage for \$8,330, our public official's coverage for \$21,768 and our cyber coverage for \$4,080. Law enforcement liability will remain with QBE for \$17,650. The annual service fee is \$15,000 in lieu of commission. Our total FY2021/2022 business insurance cost is \$342,531. This is an increase of \$38,806 from FY2020/2021's actual cost of \$303,725.

ISSUES

Because time is of the essence for the renewal process, the Director needs to execute the necessary renewal documents to prepare for open enrollment for insurance coverage for Authority employees.



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Item D Approve Insurance Renewals Page 3

ALTERNATIVES

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

FISCAL IMPACT

The costs for the health and business insurance coverages outlined above were provided in the Authority's FY2021/2022 budget for a total of \$1,603,660. Spreadsheets comparing the quoted actual costs to the FY2021/2022 budget amounts and to the prior year's actual 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 Executive Director to execute the necessary documents.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Health Insurance Expense

Insurance
Medical
Retiree Medical
Dental
Vision
Life & AD&D
Disability
Total Insurance

FY20	2021		FY2022		FY2022 Actual vs		FY2022 Actual vs Budget FY2022 Estimates vs FY202		vs FY2021 Actuals				
FY2021	FY2021		FY2022		FY2022		Over/(Under) Over/(Under)		Over/(Under) Over/(Under)		/2022 Over/(U		Under)
Budget	Actual		Budget	Es	timates*		Amount	%	Amount	%			
\$ 1,343,336	\$ 669,000	\$	1,099,771	\$	891,299	\$	(208,473)	(19.0%)	\$ 222,299	33.2%			
38,272	35,600		31,661		28,555		(3,106)	(9.8%)	(7,045)	(19.8%)			
72,359	38,300		58,993		50,067		(8,926)	(15.1%)	11,767	30.7%			
6,134	3,800		5,657		4,982		(675)	(11.9%)	1,182	31.1%			
24,525	18,100		21,382		19,115		(2,267)	(10.6%)	1,015	5.6%			
50,736	31,300		36,796		34,321		(2,475)		3,021	9.7%			
\$ 1,535,362	\$ 796,100	\$	1,254,260	\$:	1,028,338	\$	(225,922)		\$ 232,238	29.2%			

^{*}Estimate includes open positions in our current structure

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Business Insurance Expense

Insurance
Property & Casualty
General Liability
Auto Liability
Other Insurance
Worker's Compensation
Service Fee
Total Insurance

	F۱	1	FY2022			FY2022 Actual to 2022 Budget			FY2022 Actuals vs FY2021 Actuals				
	FY2021 FY20		FY2021	FY2022		FY2022		Over/(Under)			Over/(Under)		
	Budget		Actual	Budget	Actual		Amount		%	Amount		%	
	\$ 76,600	\$	84,043	\$ 90,000	\$	84,977	\$	(5,023)	(5.6%)	\$	934	1.1%	
	36,000		35,310	45,000		35,310		(9,690)	(21.5%)		-	0.0%	
	21,000		22,862	27,000		23,818		(3,182)	(11.8%)		956	4.2%	
	56,125		51,036	72,400		53,774		(18,626)	(25.7%)		2,738	5.4%	
n	141,000		95,474	100,000		129,652		29,652	29.7%		34,178	35.8%	
	15,000		15,000	15,000		15,000		-	0.0%		-	0.0%	
	\$ 345,725	\$	303,725	\$ 349,400	\$	342,531	\$	(6,869)	(2.0%)	\$	38,806	12.8%	



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lisa Jump, Director of Administration

DATE: June 4, 2021

ITEM DESCRIPTION - New Business Item A

Approve Amended and Additional Administration Policies and Procedures and Human Resources Policies and Procedures

BACKGROUND

The current Human Resources Policies and Procedures and the Administration Policies and Procedures are being amended to clarify and/or update various policies. We are adding additional policies that include a Remote Work Policy and Alternate Work Schedule Policy along with others.

ISSUES

Staff is recommending that the current Human Resources Policies and Procedures and the Administration Policies and Procedures be amended to reflect such changes and that the new policies be added.

ALTERNATIVES

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

FISCAL IMPACT

There is no direct fiscal impact to the Authority.

RECOMMENDED ACTION

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

Attachments

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



ADMINISTRATION POLICIES AND PROCEDURES

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Administration Policies & Procedures Greater Asheville Regional Airport Authority

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SECTION 124.00 - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

SECTION 124.01 – AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

PURPOSE

The Greater Asheville Regional Airport Authority is a local governmental Authority created by action of the General Assembly of North Carolina under Session Law 2012-121, to maintain, operate, regulate, and improve the Asheville Regional Airport (Airport).

INDENTFICATION

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

INCONSISTENCIES

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

MODIFICATION

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

December 11, 2006, March 15, 2004

OBJECTIVE

To administer the provisions of the Greater Asheville Regional Airport Authority Act (GARAA Act), which was enacted by the North Carolina General Assembly to establish the Authority as an independent airport authority.

METHOD OF OPERATION

Obligations and **Duties of the** Board

To carry out the objectives of the GARAA Act and to act in accordance with applicable law; exercise independent judgment as public officials; make informed and independent decisions: act in what he or she perceives to be the best interest of the Authority; act in good faith; and seek the fulfillment of the Authority's Mission Statement.

Functions of the Board

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

Powers of the Board

The Board has all powers necessary to carry out the purposes of the GARAA Act.

Board

Membership of the The membership of the Board consists of seven (7) members who are appointed as provided by the GARAA Act.

of Office

Election and Term There shall be elected from the members of the Authority a Chair, a Vice-Chair, and such other officers as the Board may deem necessary. The term of office of the Chair and Vice-Chair is two (2) years. Board members, including officers, may continue to serve until a successor has been duly appointed and qualified, but not for more than sixty (60) days.

Officers of the **Board**

1. Chair. The Chair shall: perform such responsibilities as may be directed from time to time by action of the Board; preside at meetings of the Board; and make determinations and rulings concerning parliamentary and procedural matters and issues that may arise during, or with respect to, such meetings, subject to the proviso that the Board may take action to modify, rescind, or reverse any such determination or ruling by the Chair. In addition, the Chair may create, from time to time,

an ad-hoc nominating committee and appoint, from the Boards' membership, the chair and members thereof, for the purpose of proposing nominees for Chair, Vice-Chair, and/or other officers, or for the purpose of proposing a nominee to fill an unexpired, vacant term of office.

2. Vice-Chair. The Vice-Chair shall act in lieu of the Chair in the event of the latter's absence, disability, incapacity, or unavailability, or as may be directed from time to time by action of the Board.

MEETINGS

Time and Place

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

Schedule

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

Emergency Meetings

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

Agenda and Minutes

The Executive Director prepares an agenda and the Clerk to the Board or designee, maintains minutes of each meeting. Material required for a regular meeting, scheduled for the second Friday of each month, is distributed to each Board member no less than two (2) business days prior to such meeting. Minutes of the Board meetings, except closed session minutes, are public records, and will be open to public inspection as provided by the laws of the State of North Carolina.

Committees

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

Seal

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

Financial

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

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

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

Documents

All checks, drafts, and orders for payment of money shall be signed in the name of the Authority by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by the Executive Director or another department director designated by the Executive Director.

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

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

Rules and Regulations

The Authority Board has adopted its Administration Policies and Procedures, Human Resources Policies and Procedures, Minimum Standard Requirements for Airport Aeronautical Services, and Rules and Regulations. Additions to or amendments of such documents are proposed by the Executive Director and are subject to adoption by the Board.

Emergency Actions

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

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Administration Policies & Procedures Board

immediate danger that exists and the reason for needing the emergency rule.

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

An emergency rule or regulation may become effective immediately.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

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

Objective

Board members of the Greater Asheville Regional Airport Authority ("Authority Members") shall comply with laws and regulations applicable to conflicts of interest, including North Carolina General Statutes Sections 14-234, 14-234.1, and 133-32.

METHOD OF OPERATION

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

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

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

In addition, this policy does not apply to an Authority Member involved in the negotiation, approval, execution, or administration of an agreement, contract, lease, or sublease to which the Authority is the other party or one of the other parties, if the Authority Member is also an employee of the County of Buncombe, County of Henderson, or City of Asheville, and the Authority Member's involvement is part of his or her service or performance as such an employee.

CODE OF CONDUCT POLICY

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, February 22, 2008

OBJECTIVE

The fraud policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the Greater Asheville Regional Airport Authority. It is the intent of the Authority to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

METHOD OF OPERATION

Scope of Policy

This policy applies to any irregularity, or suspected irregularity, involving employees as well as board members, consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the Authority.

Any investigative activity required will be conducted without regard to the length of service, position or title, or relationship to the Airport Authority.

Methodology

Management is responsible for the detection and prevention of fraud, misappropriations, constructive fraud, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility and be alert for any indication of irregularity.

Any irregularity that is detected or suspected must be reported immediately to the Director of Administration, who coordinates all investigations in coordination with legal counsel and any affected areas, both internal and external.

Actions Constituting Fraud

The term misappropriation and other fiscal irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, securities, supplies or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Authority activities
- Disclosing confidential or proprietary information to outside parties
- Disclosing to persons securities activities engaged in or contemplated by the Authority

- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Authority
- Destruction, removal, or inappropriate use of records, fixtures, and equipment and/or
- Any similar or related irregularity

Reporting

Anyone who discovers or suspects fraudulent activity will contact the Director of Administration immediately. The reporting employee may remain anonymous.

Investigation Responsibilities

The Director of Administration has the primary responsibility for coordinating an investigation of all suspected fraudulent acts.

If an investigation substantiates that fraudulent activities have occurred, the Director of Administration will notify the appropriate personnel and, if appropriate, the Board of Directors.

Decisions to prosecute or refer the results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel, as will final decisions on disposition of the investigation.

Confidentiality

Any accusation or investigation of fraud will be handled as confidentially as possible.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Authority from potential civil liability.

Termination of Relationship

If an investigation results in the recommendation to terminate a business relationship, the recommendation will be reviewed for approval by the Executive Director in conjunction with legal counsel.

If an investigation results in the recommendation to terminate an employee, the information will be forwarded to Director of Administration for action and legal counsel will be consulted as applicable. APPROVAL AND UPDATE HISTORY

Approval

Supersedes

The Code of Ethics and Business Conduct is established to articulate the values the Authority wishes to foster in leaders and employees. This policy is to act as a guide and point of reference to support day-to-day decision making and professional conduct.

METHOD OF OPERATION

Our Vision

To be a champion for exceptional customer experiences and economic vitality.

Our Mission

To provide an exceptional airport experience with a focus on people, service, commercial and general aviation, and to contribute to the regional economy.

Our Core Values

People | Caring | Excellence | Integrity | Respect | Service | Adaptability

Build Trust and Credibility

The success of the Greater Asheville Regional Airport Authority is dependent on the trust and confidence we earn from our employees, customers, and the public. We gain credibility by adhering to our commitments, displaying honesty and integrity, and reaching company goals solely through honorable conduct. It is easy to *say* what we must do, but the proof is in our *actions*. Ultimately, we will be judged on what we do.

Respect for the Individual

We all deserve to work in an environment where we are treated with dignity and respect. The Authority is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our success.

The Authority is an equal employment employer and is committed to providing a workplace that is free of discrimination of all types and from abusive, offensive, or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to the Director of Administration.

Create a Culture of Open and Honest Communication

Everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Airport management has a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

The Director of Administration will investigate all reported instances of questionable or unethical behavior. In the event that the Director of Administration is involved, the Executive Director will conduct the investigation. In every instance where improper behavior is found to have occurred, the Authority will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Employees are encouraged, in the first instance, to address such issues with their managers, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager, they may contact the Director of Administration.

Set Tone at the Top

Management has the added responsibility for demonstrating, through their actions, the importance of this policy. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example.

For this policy to be effective, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication.

Uphold the Law

The Authority's commitment to integrity begins with complying with laws, rules, and regulations where we do business. Further, each of us must understand the policies, laws, rules, and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted, we should seek the advice from an applicable resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

Conflicts of Interest

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. Specific conflict of interest details may be found in Section 102.01 Conflict of Interest.

Gifts

The Authority is committed to competing solely on our merit. We should avoid any actions that create a perception that

favorable treatment of outside entities was sought, received, or given in exchange for personal business courtesies or gifts.

If an investigation results in the recommendation to terminate an employee, the information will be forwarded to Director of Administration for action and legal counsel will be consulted as applicable.

Accurate Public Disclosures

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing, and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Use of Resources

Authority resources, including time, material, equipment, and information, are provided for business use. Nonetheless, occasional personal use is permissible if it does not affect job performance or cause a disruption to the workplace. Employees and those who represent the Airport Authority are trusted to behave responsibly and use good judgment to conserve company resources.

We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit, or otherwise offensive or inappropriate.

Reporting

Anyone who discovers or suspects a violation of the Code of Ethics should contact the Director of Administration immediately.

APPROVAL AND UPDATE HISTORY

Approval

Supersedes

POLICY

General

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

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

The Executive Director:

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

and make recommendations as necessary.

- (7) Perform such other duties as may be necessary in the proper administration, excluding policy decisions, of the facilities operated by the Authority.
- Collects and evaluates data pertaining to:
 - 1. population trends and movement of population centers,
 - 2. other transportation media,
 - 3. all applicable regulations and laws,
 - 4. technological advances,
 - 5. community needs,
 - 6. needs and plans of other agencies and authorities.
- Develops alternate plans for airport expansion, improvement, and additions.
- Directs the administration and operation of the airport through staff.

Memberships

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

Absence of Executive Director

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, December 11, 2006, May 23, 2005,

March 15, 2004

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

METHOD OF OPERATION

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

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

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

original appraisal and subsequent re-appraisals, monitor lease compliance, review tenant submittals (gross receipts reports, financial statements, fuel reports), market developable leaseholds, and terminate leases for default.

- (b) Update current leasehold and ALP (Airport Layout Plan) maps
- (c) Provide up-to-date listing of the tenants with basic lease information like lease term, square footage or acreage, and location.
- (d) Provide for systematic appraisal and re-appraisal of property subject to this policy.
- (e) Track rent received, gross receipts reporting, CPA (Certified Public Accountant) report submittals, and any modifications to the lease.
- (f) Require documentation in the lease files to support not charging fair rental value to a tenant.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, March 15, 2004

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

METHOD OF OPERATION

Negotiation of Leases

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

Drafting of Lease Agreements

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

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

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

Drafting of Lease Agreements-Initial Appraisal

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

Approval of Terms by the Members of the Authority

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

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

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

Lease Form Summary

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

Periodic Rental Adjustments and Re-Appraisals

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

Appraisals required for periodic rental adjustments are normally provided six (6) months in advance of the rent adjustment date. When the appraisal is received, the adjustment is calculated, and a notice is provided to the tenant. The tenant has the period specified in the lease (normally thirty (30) days) to disagree with the appraisal and rental increase amount. If the tenant does not timely protest the increase, the Finance Department is notified of the change in the rent and its effective date. If the tenant disagrees with the appraisal and rental increase on a timely basis, procedures outlined in the lease agreement are followed to resolve the protest.

Monitoring of Lease Compliance

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

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

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

Required Documentation in Lease Files

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

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

Tenants Lists

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

Marketing of Developable Leaseholds

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, March 15, 2004

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

METHOD OF OPERATION

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

Definitions

Agency — The Greater Asheville Regional Airport Authority.

Department — Department of Cultural Resources, North Carolina Department of State.

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

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

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

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

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

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

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

Responsibility

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

Records and Retention

A General Records Schedule is issued by the Department, describing the records and designating a retention period to officially establish the length of time that the record series must be retained to meet administrative, legal, fiscal, and historical needs. The designated schedule is the minimum time that a record series must be kept.

Authority Records Schedule

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

Changes to Retention Schedules

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

Obtaining Disposal Authorization

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

Destruction of Public Records

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

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

Survey of Records

A survey is made of each department's records by the Agency's department director at the end of each fiscal year. As a result of this survey, recommendations for the transfer of inactive records to storage, scheduling of unidentified records and/or destruction of any of these records, is submitted by the Agency's department director to the RMLO for appropriate action.

Discipline

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, March 13, 2009, December 11, 2006

March 15, 2004

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

METHOD OF OPERATION

Directives

Inquiries concerning the Airport Authority

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

Inquiries concerning the Employees

Inquiries concerning verification of employment are referred to the Director of Administration or designee.

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

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

Only verifications concerning employment period, job classification, and salary of employees may be given over the phone. The Director of Administration may give additional information of present employees by telephone to

Administration Policies & Procedures Inquiries for Public Information

reputable groups or individuals.

The Authority's reference for an employee or former employee may be given by Senior Management, only after reviewing the proposed response with the Director of Administration.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, March 15, 2004

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

METHOD OF OPERATION

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

Definitions

Agency - The Greater Asheville Regional Airport Authority.

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

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

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

Public Records - All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency (Section 132-1, North Carolina General Statutes).

Responsibilities

All Agency employees receiving public records requests are to immediately refer the requesting party to the Department Records Coordinator or designee, and notify the Public Records Coordinator or designee that a request to inspect and/or produce has been received. The Public Records Coordinator or designee will instruct the Department Records Coordinator as to the disposition of a public records request.

Requests to Inspect Authority Records

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

specific about the records they are seeking.

Authorized Charges for Copies

Unless otherwise provided by law, the Authority shall charge persons requesting copies of public records a fee, in accordance with North Carolina General Statute Section 132-6, for the actual cost of making the copies, which fee shall include all direct, chargeable costs related to the reproduction, as determined by generally accepted accounting principles and excluding costs that would have been incurred if a request to reproduce public records had not been made.

Voluminous Requests

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

Request to Fax Documents

Records requested pursuant to the public records law are not normally faxed unless authorized in advance by the Public Records Coordinator.

Litigation

If the subject matter of the public records request is in litigation, or may soon be in litigation, contact the Public Records Coordinator or designee for instructions, and/or actual production.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

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

Administration Policies & Procedures Disposition of Authority Board Closed Session Minutes

OBJECTIVE

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

METHOD OF OPERATION

Overview

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

Procedure

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

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

April 15, 2011

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

METHOD OF OPERATION

Definitions

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

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

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

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

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

Members

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

- Department Director
- Public Safety Representative
- Maintenance Representative
- Custodial Representative
- Administration Representative
- Any other Authority Representative as the Safety Committee deems necessary. The majority vote of the

committee is required.

• The Committee shall select a Chair and Vice-Chair. The term for these two positions is two (2) years, but may continue until successors have been duly selected.

Meetings

Meetings are held once a month and at such other times as a majority of the committee membership agrees or as set by the Chair at a time and place designated by the Chair.

Functions and Responsibilities

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

- Post the scheduled date, time and location of committee meetings.
- Ensure that minutes of each Safety Committee Meeting are maintained and available for review, with the exception of any confidential issues. Distribute minutes to all Senior Staff members.

APPROVAL AND UPDATE HISTORY

Approval

October 6, 2017

Supersedes

August 8, 2014, June 11, 2010, December 11, 2006, March 15, 2004

Objective

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

METHOD OF OPERATION

DirectivesTobacco use, including e-cigarette use, is prohibited in all

enclosed areas of the Authority property, including all restrooms, break-rooms, conference rooms, offices, and Authority vehicles. This policy applies to all employees, tenants, vendors, independent contractors and visitors.

Designated Areas

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

For the general public, the designated areas are marked in front of the terminal building. For tenants in other locations on Airport property, and for the general aviation public, designated areas must be outside of tenant facilities and away from main entrances and footpaths.

Penalties

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

privileges being revoked.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

August 13, 2010, March 15, 2004

Petty cash funds are authorized by the Executive Director or designee and established by the Director of Finance and Accounting to service the needs of the Authority.

METHOD OF OPERATION

Policy

A petty cash fund exists for the purchase of items whose cost does not exceed one hundred dollars (\$100) and is not easily obtainable through other methods.

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

A completed petty cash slip must contain:

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

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

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

The petty cash slip must be signed by the requestor after the form has been completely filled out.

Personal checks cannot be cashed from the petty cash fund.

Personal advances cannot be obtained through the petty cash fund.

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

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

All requests for reimbursement are subject to review.

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

The petty cash fund is subject to audit at any time.

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

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

To procure all supplies, materials, equipment, articles, items or services required by the Authority (excludes professional Consultant Services and Construction and Repair Contracts, see Sections 113.00 and 114.00).

METHOD OF OPERATION

Procurement Approval Authority

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

Procurement Classifications

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

Regular Purchases

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

Quotations and Bids

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

\$0 - \$29,999.99

Direct purchases authorized.

\$30,000 -\$89,999.99 Informal bids shall be obtained by telephone or in writing from at least two sources and the purchase shall be made from the supplier with the lowest quotation who meets reasonable requirements for delivery, service or other relevant considerations. Informal bids shall be noted on a Purchase Requisition which shall become a part of the procurement package.

\$90,000 and above

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

Sole Source

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

Administration Policies & Procedures Purchasing/Procurement

Section 110.00

Purchase Orders

Pre numbered computer generated purchase orders will be issued by the Director of Finance and Accounting or designee, upon receipt of a properly authorized Purchase Order Request completed in the Authority's financial Enterprise Resource Planning (ERP) application, after receipt of competitive bids, if required, determination whether funds are available, and Board approval as necessary. Purchase orders should be issued before any goods and services are ordered.

After receipt of competitive bids, if required, and Board approval, if necessary, a Purchase Order Request must be completed in the Authority's financial Enterprise Resource Planning (ERP) system. The Director of Finance and Accounting, or designee, will determine if funds are available and then issue a pre-numbered, computer-generated purchase order. Purchase orders should always be issued before goods and services are ordered.

A standard purchase order form will be used for all purchases where the amount of the purchase is \$1,000 or more.

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

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

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

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

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Purchasing Cards

For items below \$1,000 the Authority purchasing card should be used where possible. If a physical check needs to be issued, normal purchasing procedures should be followed. Original supporting receipts are to be forwarded to the Finance Department along with the approved purchasing card statement.

Authority purchasing cards should be used where possible to maximize rebate revenue to the Authority.

For items below \$1,000, original supporting receipts are to be forwarded to the Finance Department along with the approved purchasing card statement. If a physical check needs to be issued, normal purchasing procedures should be followed.

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

For items of \$1,000 or more, and within the card limit, the purchasing card should be used only after the issuance of a purchase order by the Director of Finance and Accounting, or designee.

Travel may be booked on the purchasing card once the required travel authorization has been submitted and approved by the appropriate Department Director. Pevelopment and Operations.

Cardholders should arrange for duplicate receipts to replace lost or misplaced receipts. In those situations where receipts are not available, a statement to that effect must be prepared and approved by department director or next level of approval and included with the monthly purchasing card statement.

Emergency Purchases

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

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Purchasing/Procurement	Contractive of accompany of the State of State o	
APPROVAL AND		
UPDATE HISTORY		

Section 110.00

Deleted: August 8, 2014

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Administration Policies & Procedures

Approval

Supersedes

To establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

METHOD OF OPERATION

Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

All federally funded projects, loans, grants, and subgrants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

- B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Authority will follow all applicable local, state, and federal procurement requirements when expending federal fund. Should the Authority have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- C. Contract Award. All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

- E. **Contract Requirements.** All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II. .
- F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

General
Procurement
Standards and
Procedures

The Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.
- **B. Clear Specifications.** All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- **C. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding

- D. **Compliance by Contractors.** All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- E. Fixed Price. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

General Procurement Standards and Procedures

- **F. Use of Brand Names.** When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- **G. Lease versus Purchase.** Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- H. Dividing Contract for M/WBE Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.
- **I. Documentation.** Documentation must be maintained by the Requesting Department detailing the history of all procurements. The

documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

- J. Cost Estimate. For all procurements costing \$150,000 or more, the Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- K. Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section II.C of this Policy.
- **L. Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- **M. Contractor Oversight.** The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- **N. Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. Geographic Preference. No contract shall be awarded on the basis of a geographic preference.

Specific Procurement Procedures

The Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- **A. Service Contracts** (except for A/E professional services) and **Purchase Contracts costing less than**
- **\$3,500** shall be procured using the Uniform Guidance "micropurchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.
- **B. Service Contracts** (except for A/E professional services) and **Purchase Contracts** <u>costing \$3,500 up to \$90,000</u> shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 - 3. Cost or price analysis is not required prior to soliciting bids.
 - 4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
 - 5. Award the contract to the lowest responsive, responsible bidder.
- **C. Service Contracts** (except for A/E professional services) and Purchase Contracts costing \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids.
 - 2. Complete specifications or purchase description must be made available to all bidders.
 - 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid

opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."

- 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
- 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."
- **D. Service Contracts** (except for A/E professional services) costing **\$150,000** and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:
 - 1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an adequate number" of qualified firms.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
 - 4. Consider all responses to the publicized RFP to the maximum extent practical.
 - 5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
 - Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
 - 7. Award the contract on a fixed-price or cost-reimbursement basis.

- **E.** Construction and repair contracts costing less than \$3,500 shall be procured using the Uniform Guidance "micropurchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, contracts must be distributed among qualified suppliers.
- **F.** Construction and repair contracts costing \$3,500 up to \$150,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
 - 3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
 - 4. Award the contract on a fixed-price or not-to-exceed basis.
 - 5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- **G.** Construction and repair contracts costing \$150,000 up to \$500,000 shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.
 - 3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R §200.321.

- 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
- 6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
- 7. Award the contract on a firm fixed-price basis.
- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
- **H. Construction and repair contracts costing \$500,000** and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.
 - 3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
 - 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
 - 7. Award the contract on a firm fixed-price basis.

- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject any and all bids only for "sound documented reasons."
- I. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:
 - 1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
 - 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
 - 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- J. Contracts for Architectural and Engineering Services costing under \$150,000 shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
 - 1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
 - 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Requesting Department.
 - 4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
 - 5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
 - 6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

- **K. Contracts for Architectural and Engineering Services costing \$150,000 or more** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:
 - 1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
 - 3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.
 - 4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
 - 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm
 - 6. Consider all responses to the publicized RFQ to the maximum extent practical.
 - 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
 - 8. Price cannot be a factor in the initial selection of the most qualified firm.
 - 9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
 - 10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

Exceptions

Non-competitive contracts are allowed **only** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

- **A. Sole Source.** A contract may be awarded without competitive bidding when the item is available from only one source. The Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.
- **B. Public Exigency.** A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
- **C. Inadequate Competition.** A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.
- **D. Federal Contract.** A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
- **E. Awarding Agency Approval.** A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

APPROVAL AND UPDATE HISTORY

Approval

June 8, 2018

OBJECTIVE

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

METHOD OF OPERATION

Functions

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

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

March 15, 2004

OBJECTIVE

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

METHOD OF OPERATION

Statement

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

Definitions

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

Authorized Travelers

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

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

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

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

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

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

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

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

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

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

Per Diem. Amounts paid for travel expenses on a daily basis, based on Per Diem tables published by the General Services Administration (GSA) or otherwise contained herein.

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

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

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

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

General Policy

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

Planning and Approving

Planning. At a regularly scheduled Board Meeting early in the budget process, prior to the December Board meeting, the Executive Director will present the Board with a list of conferences or training opportunities to be held during the upcoming fiscal year. The Board shall discuss which conferences it may be beneficial for the Board to participate in, either to represent the Airport or for the educational benefits of the Board members. After identifying which conferences or training may be of benefit, the Board will decide who from the Board shall participate in the conference. All decisions regarding Board members' participation in conferences and trainings, if possible, shall be made at a regular meeting of the Board.

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

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

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

While department directors are authorized to delegate approval of travel to a named designee, nonetheless, the director is ultimately responsible for the appropriateness and accuracy of all travel within the respective department.

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

<u>Department Responsibilities</u>. The director or designee shall have the responsibility to review all travel requests and ensure their compliance with policy and procedures.

Special Conditions of Travel

<u>Consultant Travel</u>. Travel expense provisions may be made within a consulting agreement and approved as part of the agreement. Travel expenses for consultants whose contract does not specifics the terms of travel shall adhere to the same rates and guidelines as those for Board members, employees and other travelers.

<u>Travel for Employment Interviews</u>. Travel expenses of out of town applicants will be reimbursed in accordance with this policy.

Most Economical Method. Authorized travelers are required to use the most economical method of travel. Refundable or nonrefundable airfares may be reserved as deemed appropriate under the circumstances. If an Authorized Traveler departs early or returns late to take advantage of reduced airfares, lodging and meals will be reimbursed in accordance with this Policy, provided that a net savings to the Authority is realized and such savings are documented in advance with the Travel Authorization & Expense Report.

<u>Emergency Travel</u>. The Executive Director or designee may authorize travel for any Authority employee, Board member, or other traveler pursuant to emergency notice.

Rates of Payment

Lodging. A traveler may be reimbursed for the actual cost of a single occupancy hotel room for travel that requires overnight absence from official headquarters. Overnight stays for local conferences may be reimbursed under the same terms with prior written approval from the Executive Director. Lodging expenses must be substantiated by a receipt.

- a. <u>Domestic Lodging Rates</u>. Reimbursement or payment for domestic lodging is limited to the group rate, if available. If a group rate is not available, lodging expenses are limited to reasonable amounts for the area traveled.
- b. <u>International Lodging Rates</u>. International lodging expenses are limited to reasonable amounts, not to exceed 150% of the amount published in the Standardized Regulations for the area traveled at the time of travel, or the conference rate.
- c. <u>Non-reimbursable Expenses</u>. Additional amounts charged to the room, including but not limited to movies or alcoholic beverages will not be reimbursed. Snacks and non-alcoholic beverages from mini bars will not be reimbursed.

<u>Meals</u>. For the purposes of determining meal allowances, the Travel Day shall begin two hours before departure on domestic flights and three hours before

departure on International flights. Travel involving ground transportation shall commence at point and time of departure. The following are the authorized meal allowances.

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

Reimbursements will be made for the following:

- Breakfast if departure is before 7:30 a.m. and return is after 9:00 a.m.
- Lunch if departure is before 12 noon and return is after 2:00 p.m.
- Dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.
- b. <u>Domestic Meals</u>. Domestic meals will be calculated at the maximum Per Diem amount for cities as listed in the current GSA CONUS guide.
- c. <u>International Meals</u>. International Meals will be reimbursed in accordance with the "Standardized Regulations Government Civilians, Foreign Areas", either at: (1) the Per Diem amounts for meals and incidentals at 100% of the current rate (without need for receipts) or (2) actual receipts not to exceed 150% of the current rate. Either method selected generally shall include any and all meal gratuities, unless documented in writing and approved in advance. The method for reimbursement shall be consistent for all meals on a trip.
- d. <u>Expenditure Amounts</u>. Limitations on meal expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Guest.
- e. <u>Complimentary Meals</u>. If a complimentary meal is provided or is included in a registration fee paid by the Authority, it shall be the traveler's option to accept or decline these meals. However, if such meals are declined by the traveler, no other meal allowance shall be provided. Continental breakfasts and snacks do not constitute complimentary meals.

f. Meals for Daily Travel (No Overnight Stay). When attending a local conference, seminar, class or an Authority supported event, meal(s) will be reimbursed for the actual receipt amount, not to exceed the Per Diem amount for that location. One meal per each eight-hour event will be eligible for reimbursement.

Transportation

General Requirement. All travel must normally be by the usually traveled direct route or method. If a person travels by an indirect route or any other method for his or her own convenience, any extra costs shall be borne by the traveler and reimbursement or payment of expenses shall be based only on such charges as would have been incurred by use of the usually traveled route or method.

Commercial Air Travel. Commercial air travel will be by the most economical class. First/Business class rates may be authorized by the Executive Director or designee, if (1) total flying time to destination one-way is equivalent to four hours or more; (2) a statement from the common carrier is included with the travel request stating that tourist, coach, or economy class (or business class for international travel) is not available for the date and time the travel is requested, or (3) for medical reasons, if substantiated in writing by a physician.

- a. <u>International Airfare</u>. The Executive Director or designee may authorize a traveler to use an airline's business class.
- b. Personal Travel. Personal side trips combined with business trips are allowed when approved in advance. Side trips must be taken on one's own time and at no expense to the Authority. Any additional expense over the ticketed cost as determined by this policy for the business portion of the trip is the responsibility of the traveler. Personal airfare must be reimbursed to the Authority in advance of the travel, if known. An Authorized Traveler who alters travel plans for personal reasons must pay any additional cost of transportation directly to the commercial carrier at the time of purchase, and will not charge such additional cost to the Authority nor request reimbursement of such additional cost.

- c. <u>Ticket Reimbursement</u>. The Authority will not reimburse any traveler for ticket(s) obtained in all or in part through the use of an airline frequent traveler program, whether it be points, miles, or other reward-type program.
- d. The Executive Director or designee may authorize reimbursement of Airline Ancillary fees, such as:
 - Upgrade to a choice seat (window or aisle seat), and premium coach when flight is 3 hours or more; or first/business class when flight is 4 hours or more. Upgrade to a choice seat or a different class due to traveling with a personal companion will not be paid by the Authority.
 - Ticket change fee to return home earlier if overall savings are less than cost of hotel and food for scheduled night's stay. Ticket change fee for outbound flight due to circumstances out of the employees' control, such as incoming weather system.
- system.
 Oversized/overweight luggage fees due to
 Authority business and pre-approved by
 Executive Director.
 - Other emergency situations with preapproval by Executive Director.

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

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

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

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

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

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

Incidental Expenses

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

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

- Reasonable tips and gratuities, not to exceed 20% of the underlying expense. Gratuities for meal allowances shall not be separately reimbursed.
- Actual passport, visa, Global Entry, and TSA Precheck fees required for authorized travel.
- Actual and necessary fees charged to purchase traveler's checks for authorized travel expenses.
- Actual fees charged for exchange of currency necessary to pay authorized travel expenses.
- Actual fees for immunizations required or recommended for authorized travel.
- Actual cost of maps necessary for conducting official business.
- Taxi, train, or shuttle bus fare.
- Storage or parking fees.
- Gasoline when using a rental car.
- Tolls.
- Communication expense incurred in the conduct of Authority business.
- Laundry and Pressing. When authorized travel extends beyond four (4) days, the traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.
- In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the travel report and detailing non-receipted expenses.

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

Travel Advances

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

- If two or more travel reports are outstanding, no additional travel advances will be issued.
- Any advance outside the per Diem that is not substantiated or not used for Authority purposes must be repaid by the Board member or the employees to the Authority.

Entertainment Expenses

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

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

Receipts

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

Reporting 1.

- 1. <u>Domestic Travel</u>. An employee must submit a completed Travel Authorization & Expense Report to the Finance Department with required documentation no later than twenty (20) working days after the travel period has ended.
- 2. <u>International Travel</u>. An employee must submit a completed Travel Authorization & Expense Report with required documentation to the Finance Department no later than the earliest of thirty (30) working days after the travel period has ended or upon receipt of the credit card statement verifying the international currency exchange rates. A copy of the applicable credit card statement, or appropriate receipts, must be submitted with the Travel Authorization & Expense Report.
- 3. <u>Reporting Requirements</u>. The following shall be included in completed Travel Expense Reports:
 - a. <u>Trip Benefits</u>. If requested by the Department Director or Executive Director, the traveler shall be required to prepare a written report on the benefits or results of the trip.
 - b. <u>Significant Deviations from Estimated Expenses</u>. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or \$250) shall be explained in the Travel Authorization & Expense Report approved by the department director.
- 4. <u>Funds Due Authority</u>. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance Department and a cash receipt form obtained no later than twenty (20) working days for Domestic travel, and thirty (30)

working days for International travel, after the travel period has ended. A copy of the cash receipt must be attached to the travel expense report.

- 5. <u>Funds Due Traveler</u>. Travel Authorization & Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.
- 6. <u>Canceled Trips</u>. Canceled travel requests shall be documented as such and routed through the approving authority. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation. Board members who cancel an authorized trip for reasons other than official Authority business, shall be responsible for all fees paid and not refundable to the Authority.

APPROVAL AND UPDATE HISTORY

Approval

October 6, 2017

Supersedes

August 8, 2014; April 20, 2012; June 11, 2010; March 12, 2010; March 15, 2004

OBJECTIVE

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

METHOD OF OPERATION

General

The selection of professional architectural, engineering, and surveying services required by the Authority shall be in accordance with this Section and in accordance with the relevant provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.

Definitions

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

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

Authority. Greater Asheville Regional Airport Authority.

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

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

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

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

Public
Announcement
and Qualifications
Procedures

General

Professional Services contracts for amounts below \$50,000 do not require "qualification-based selection" (QBS) procedures. For Professional Services contracts valued at \$50,000 or more, the QBS procedures specified in the Act are required, except in the case of a special emergency involving the health and safety of people or property.

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

Prior to any such public announcement for Professional Services under the Act, the Staff will define the project for which the Professional Services are required. The Staff may include within a single project:

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

Any Firm or individual desiring to provide Professional Services to the Authority must first be qualified pursuant to law and to regulations of the Authority. The Authority will make a finding that the Firm or individual is fully qualified to render the required service. Among the factors to be

considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the Firm or individual.

Competitive Selection

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

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

Negotiation

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

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

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

A successfully negotiated agreement is subject to approval as to form and legality by Authority legal counsel and to final approval by the Board.

Non-exclusion of Public

The public is not excluded from any proceedings under these regulations. Meetings held under this procedure will be announced by posting the time and place of each meeting on Authority bulletin boards.

Inconsistency With the Act

To the extent of any inconsistency between this procedure and the General Statutes of North Carolina, the provisions of the State Statute prevail.

Work Authorizations and Amendments to Consulting Agreements

Negotiation of Addenda

When additional Professional Services which are within the advertised scope of a Consulting Agreement are required from one of the Authority's consultants, the Staff shall commence negotiations with the consultant for such services. The results of such negotiations shall be presented to the Board for approval. If approved by the Board, a Work Authorization to the Consulting Agreement authorizing the additional services shall be prepared and circulated for execution. The terms of all Work Authorizations shall include the scope, cost and time of completion for the services to be performed under the Work Authorization.

Amendments to Work Authorizations

When modifications within the scope of a previously issued Work Authorization are required, the Staff shall commence negotiations with the consultant for such services. The results of such negotiations shall be presented to the Board for approval. If approved by the Authority, an Amendment to the Work Authorization to the Consulting Agreement authorizing the modifications shall be prepared and circulated for execution. The terms of all Amendments shall include the effect of the modifications on the scope, cost and time of completion of the services authorized under the Work Authorization.

Limits of Approval

The Executive Director or designee has authority to approve Consulting Agreements, Work Authorizations and Amendments to Work Authorizations in amounts up to \$60,000, provided funding is available within the Greater Asheville Regional Airport Authority budget. Consulting Agreements, Work Authorizations or Amendments for amounts over \$60,000 require the approval of the Board.

APPROVAL AND **UPDATE HISTORY**

Approval

August 8, 2014

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

OBJECTIVE

To establish an organizational procedure for preparation, acceptance, and execution of and changes to Construction and Repair Contracts and Change Orders for Authority projects in accordance with the General Statutes of the State of North Carolina and any applicable Federal regulations.

METHOD OF OPERATION

Definitions

Act. North Carolina General Statutes 143, Article 8.

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

Authority. Greater Asheville Regional Airport Authority.

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

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

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

Construction Contractor. A private sector business which is properly licensed to perform the type of Construction Services required for a Construction and Repair Contract.

Construction Services. Those services provided by a Construction Contractor.

General

The preparation, acceptance, execution of, and changes to Construction and Repair Contracts and Change Orders for Authority projects shall be in accordance with this Section and in accordance with the relevant provisions of Article 8 of Chapter 143 of the North Carolina General Statutes.

Public Announcement and Selection Procedures

General

Construction and Repair Contracts under \$30,000 require no bidding procedures. For Construction and Repair Contracts valued at \$30,000 or more, but less than \$500,000, the informal bidding requirements in the Act shall be followed. For Construction and Repair Contracts equal to or more than \$500,000, the formal bidding requirements in the Act shall be followed.

Staff prepares plans and specifications for the project for which the Construction Services are required. Then Staff publishes an announcement in a newspaper of general circulation within the Asheville area, and other advertising media which may be appropriate e.g. AAAE (American Association of Airport Executives), ACI (Airport Council International), etc. The advertisement will provide a general description of the project(s) that require Construction Services and define procedures on how an interested Construction Contractor may apply for consideration by the Authority.

Competitive Selection

Contracts are awarded following the sealed bid process required by the Act. A minimum of three bids are required. If three bids are not received, a second advertisement must be made, after which a contract may be awarded if fewer than three bids are received.

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

Negotiation

Subject to authorization by the Board, in the event the lowest responsible bid is in excess of the funds available for the project, Staff will enter into negotiations with the lowest responsible bidder making reasonable necessary changes in the plans and specification as may be necessary to bring the

contract price within the funds available, and may execute a contract with the bidder if the bidder agrees to the changes.

Contract Preparation

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

Coordination of Project

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

PROCEDURES FOR CHANGES

Change Order Procedures

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

The Executive Director or designee:

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

Contracts and **Change Orders**

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

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

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

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

Insurance Requirements

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

Bonds/Deposits

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

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

OBJECTIVE

To describe the procedures and process to be used in the prequalification of contractors, sub-contractors, and/or first-tier subcontractors (for Construction Manager at Risk contracts) when it is determined that pre-qualification of such contractors is in the best interest of the Greater Asheville Regional Airport Authority (GARAA), or when required by North Carolina Statute based on the project delivery method to be utilized for a specific project.

METHOD OF OPERATION

Act

For Construction Manager at Risk contracts, North Carolina General Statutes require the pre-qualification of first-tier subcontractors. This policy shall be utilized in the selection of first-tier subcontractors on any project for which Construction Manager at Risk is being used as the method of project delivery. First-tier subcontractors are those company's under direct contract with the Construction Manager. For projects using other than Construction Manager at Risk as the delivery method, the utilization of these procedures for prequalification of contractors or subcontractors shall be determined on a case by case basis based upon what is determined to be in the best interest of the GARAA, and what is allowed under local, state and federal law.

Requirements

GARAA shall utilize a standard "*Pre-Qualification for Contractors, Sub-Contractors and First Tier Sub-Contractors Under CM at Risk*" form for submittal by all firms interested in pre-qualifying for any project. A standard Scoring Matrix will be utilized to grade each submittal for pre-qualification. Points awarded for each numbered item shall be determined on a case by case basis for each project, based upon the specific needs of the project. All contractors who meet the pre-qualification criteria shall be permitted to bid on construction or repair work for the specified project only. Firms that successfully pre-qualify for a specific project, shall NOT automatically be pre-qualified for any other project, unless pre-qualification for other/additional specific projects is specifically approved by GARAA.

Review of Application

Pre-qualification Committee – The GARAA (and Construction Manager for Construction Manager at Risk projects) shall appoint a Pre-Qualification Committee consisting of appropriate GARAA staff and Construction Manager representatives. A GARAA staff member will serve as the Committee Chair. The Pre-Qualification Committee will assign points to be awarded on the Scoring Matrix based upon project priorities and requirements, review pre-qualification applications submitted, and determine each firm's prequalification eligibility for the project.

Review of Application — The Pre-Qualification Committee shall use an objective process based on the information submitted on the "*Pre-Qualification for Contractors, Sub-Contractors and First Tier Sub-Contractors Under CM at Risk"* form. Both the "*Pre-Qualification for Contractors, Sub-Contractors and First Tier Sub-Contractors Under CM at Risk"* form and the objective assessment process shall require that:

- There is Uniform, consistent and transparent application to all bidders;
- All bidders who meet the pre-qualification criteria to be pre-qualified are allowed to bid on the construction or repair work project.
- The criteria is rationally related to the construction or repair work.
- Bidders are not denied pre-qualification because they have not been previously awarded a construction or repair project by the GARAA.
- Bidders are permitted to submit history or experience with projects of similar size, scope or complexity.
- Assessment process of pre-qualification is outlined in this policy.
- A process for a denied bidder to protest is outlined in this policy.
- A process for notifying a denied pre-qualified bidder is outlined in this policy.

The Pre-Qualification Committee shall approve or deny the applications in accordance with the pre-qualification criteria and Scoring Matrix determined for the specific project, based on the applicant's initial response to the solicitation for qualified bidders.

Notice of Decision – All firms that submitted applications for pre-qualification shall be notified of the Pre-Qualification Committee's decision. For denied applications, the notification will include the reason for denial. Such notification will be sent via email to the address provided by the applicant. Notice shall be provided prior to the opening of bids for the project and with sufficient time for the firm to appeal a denial of prequalification. At the request of any firm that is denied prequalification, but does not appeal the denial, an informal meeting may be requested. The informal meeting will be held in person, or via telephone or other electronic means with the GARAA and/or Construction Manager to receive feedback and suggestions for improvement.

Appeals Procedure

A firm that is denied pre-qualification for a specific project, may appeal such denial utilizing the following procedures:

Initial Protest – A firm denied pre-qualification may protest the Pre-Qualification Committee's decision by filing a written appeal via hand-delivery or email to the Committee Chair within five (5) business days of notice of the Pre-Qualification Committee's decision. If emailed, it is the firm's responsibility to ensure that the email was actually received by the Committee Chair. The written appeal shall clearly articulate the reasons why the firm is contesting the denial, including how the firm satisfied all required criteria for pre-qualification in their initial response, and shall include all supporting documentation supporting the firm's position. The Pre-Qualification Committee may contact the firm regarding the information prior to ruling on the protest. The Pre-Qualification Committee shall review the written protest within five (5) business days. If the Pre-Qualification Committee is satisfied that the firm should be pre-qualified, the firm shall be notified that it is permitted to participate in the bid process. If the Pre-Qualification Committee upholds its denial, the firm shall be notified in writing via email to the address provided by the applicant. .

Appeal – Within three (3) business days of notice of the Pre-Qualification Committee's written protest decision, the denied firm may appeal the Pre-Qualification Committee's decision, in writing, via hand-delivery or email to the GARAA's Deputy Executive Director. If emailed, it is the firm's responsibility to ensure that the email was actually received by the Deputy Executive Director. The Deputy Executive Director, in

consultation with the Executive Director, should review the appeal within five (5) business days. In the event the Deputy Executive Director is unable to review in a timely manner, he/she may designate another representative who is not a member of the Pre-Qualification Committee to handle the appeal. In the event the Deputy Executive Director participated as a member of the Pre-Qualification Committee, then this portion of the appeal process shall be carried out solely by the Executive Director.

Decision on Appeal – The decision of the Deputy Executive Director, Executive Director, or representative shall be final, and the firm shall be promptly notified of the decision in writing via email to the address provided by the applicant. .

General Rules - In the event the Pre-Qualification Committee, Deputy Executive Director, Executive Director or (representative is unable to render a decision on either the initial protest or the appeal prior to the bid date, the firm shall be permitted to submit a bid on the project subject to a final decision on the protest or appeal. If the firm's bid is opened prior to a final decision on the protest or appeal and it is not the lowest monetary bid for the project or portion of work, the appeal shall be terminated and rendered moot. Bids received from firms who have been ruled disqualified to bid shall not be opened. A firm's failure to follow or comply with any requirements of the protest and appeals procedures outlined herein shall result in the firm's protest or appeal being terminated and rendered moot.

APPROVAL AND UPDATE HISTORY

Approval

June 12, 2020

Supersedes

None

OBJECTIVE

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

METHOD OF OPERATION

General Policy

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

Technology-Related Resources

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

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

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

User Eligibility

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

Public access to public network systems (such as free internet access via wireless or wired technologies), standalone computers, and the Internet are limited to guest login accounts with browse only capability. Guests may save created files on their own personal media, as space is not provided on local or network storage devices.

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

Regulations, User ID And Passwords

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

GARAA employees are responsible for reporting any violation of this Information Technology Acceptable Use Policy that they may cause, have knowledge of, or observe. Breaches or incidents to report include confidential or sensitive data breaches, infections by computer viruses, successful attacks of GARAA websites, unauthorized intruders to facilities, and any other incident that may affect the security of GARAA's information or information systems. A system account name and password will be issued to eligible users. A password may be replaced upon proper validation of user identity.

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

And, avoid using script files, macros and options with embedded passwords to automate your login process. Passwords used for secure access should be different than those used for non-secure access. Use different passwords to separate public, private, and personal information. For example, use one password to access non-sensitive GARAA data (e.g. you LAN account), a second password to access

sensitive data (e.g. your enterprise server account such as Financial software), and a third to access public systems (e.g. your Internet Service Provider (ISP) or non-secured public wireless). Although user IDs should be the same for a single user across many systems, don't use the same password across <u>all</u> systems.

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

Do not send confidential information.

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

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

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

Locking Desktop And Portable Computers

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

System Monitoring

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

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

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

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

Prohibited Activities

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

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

If the unauthorized usage involves activities which are considered harmful or damaging to others or illegal, the computer system, network, or another computer (includes elements listed in North Carolina General Statutes 14-454

and 14-455), the account will be terminated immediately, and the user may be subject to investigation for criminal liability.

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

- Installing or using products that are not appropriately licensed for use by GARAA or those that violate the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.
- Effecting security breaches or disruptions or network communication. Security breaches include, but are not limited to, accessing data which an employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, port scanning, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Executing any form of network monitoring that will intercept data not intended for the employee's host, unless this activity is within the scope of regular duties and responsibilities.
- Attempting to modify computer equipment or a computer's operating software, including terminals, communication devices, or other peripherals, or to deny access to such equipment to other users.
- Using an account for a purpose for which it was not intended, i.e., personal or commercial enterprises not consistent with the mission of the Authority, or allowing such use by other individuals.
- Using the LAN/WAN system account of another person.
- Circumventing user authentication or security of any host, network, or account unless this activity is within the scope of regular duties (e.g.: IT staff resetting a user's password).
- Attempting to read, alter, change, execute, or delete electronic files belonging to another user.

- Violating property rights and copyrights in data and computer programs or violations of other intellectual property rights, i.e., software piracy.
- Creating or introducing self-replicating messages, programs, chain letters, viruses, malware, spyware or any other action which purposely destroys or alters data and system files, or consumes excessive amounts of computer system resources.
- Sending, forwarding, or returning harassing, "flaming," libelous, threatening, or profane Email.
- Sending Email fraudulently, i.e., by misrepresenting the identity of the sender.
- Using a "loophole" in a computer's operating system or a privileged password to damage a computer system or to gain access to a system or resource.
- Using the Authority's facilities to gain unauthorized access to computer facilities that are on-site or off-site.
- Intentionally using an excessive amount of resources, such as processing time or disk space, without permission of the Executive Director or designee.
- Interfering with the proper functioning of the LAN/WAN computer system(s) or impinging on another user's rights.
- Using the Authority's equipment to infringe on copyright laws, to make illegal copies, printouts, or duplicates of art, programs, or files, without proper authorization from the legal creator or owner.
- Creating or introducing games, network communications programs, or any foreign program onto any computer system in the Authority's LAN/WAN system.

Computer misuse shall be reported to the Executive Director for appropriate disciplinary action. All disciplinary actions instituted for computer misuse shall be consistent with current policies, procedures, which may result in disciplinary action, up to and including termination of employment. The

Administration Policies & Procedures Information Technology Acceptable Use Policy

Authority reserves the right to proceed criminally or civilly against the violator for alleged misuse of current applicable State, Federal, or local laws.

Voice Mail

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

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, March 15, 2004

OBJECTIVE

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

METHOD OF OPERATION

INTRODUCTION

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

DEFINITIONS

New Service

- (a) Service to an airport destination not currently served;
- (b) Nonstop service where no nonstop service is currently offered:
- (c) New entrant carrier; or
- (d) Increased frequency of flights to a specific destination (not increased seats or upgraded equipment, and only the increased flights are considered "new service")

Unqualified service

If a specific air carrier has served a destination within the past two years, and canceled, suspended or reduced that service during that time, reinstatement of this service within two years of the reduction/cessation/suspension does not qualify as "new service" in this policy; and instead, would be considered an unqualified service, and the carrier would be barred from participating in the incentive program for the reinstated destination.

Cessation of service

Planned air service to a new destination that either never starts, or starts but is ended during the initial period of service when incentives are committed.

Suspension of service

Planned air service to a new destination receiving incentives that is suspended from the schedule temporarily, or if 25% or more of flights are cancelled.

INCENTIVE PROGRAM

Categories of Routes Eligible for Incentives:

- A. New, year-round nonstop service to a top 25 Origin & Destination (O&D) market or new hub destination. Service to other destinations may be eligible for incentives, if board approved.
- B. Increased service (frequency) to an existing nonstop destination (only the increased service is eligible for incentives, whether provided by an incumbent or new carrier).
- C. Seasonal service (service planned for a portion of each year) to a top 25 market or board-approved destination. (Repeated seasonal service is not eligible for incentives after the first season.)

CATEGORY A INCENTIVES: For a new nonstop, year-round service to one of Asheville's top 25 destinations based on US Department of Transportation data, a new hub destination, or any other board-approved destination, the following range of options will be available for use in negotiating air service development at the Airport with current and prospective air service carriers:

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

Commented [TK1]:

Commented [TK3]: Top 25 markets change based on market conditions. We get new data every quarter, and it is about 6 months old.

Deleted: queque

 Assistance with Airport facility improvements and/or equipment purchases up to \$15,000 may be negotiated on a case by case basis.

CATEGORY B INCENTIVES: For increased service (frequency) to an existing nonstop destination (only the increased service is eligible for incentives, whether provided by an incumbent or new carrier), the following range of options will be available for use in negotiating air service development at the Airport with air service carriers:

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

CATEGORY C INCENTIVES: For seasonal service to a top 25 market or hub, or board approved destination, the following range of options will be available for use in negotiating air service development at the Airport with air service carriers:

- Marketing and advertising of the new service up to \$75,000.
- Waiver of the following fees/rents for the period of seasonal service, not to exceed 12 months, or first season of service (whichever is less).

Commented [TK4]: This is where we can protect our budget – example: if American decides to serve ORD, this route would be eligible for Category B (up to \$50K), because it is a route already served. Only the increased service eligible (doesn't matter who provides it). This is how we should interpret "new service" to an existing destination. Also – WN/MCO?! Would be a limited incentive.

Deleted: queque

Commented: "K5): For separative size on multiplication and matter seal matter size of distributions and distribution of the research Air Service on integer plan, or my cover by unfactor systems for the instance of the seal matter.

- 1. Landing fees for the season in operation.
- Rental fees for expanded preferential lease space (ticket counter, queue and office space) as a result of the seasonal service.
- Rent for common use areas (baggage claim, lower or upper level passenger boarding lounges, aircraft apron, loading bridges, etc.) related specifically to the seasonal service.
- 4. Airport imposed security fees related specifically to the seasonal service.
- Fees for shared terminal equipment and supplies for passenger processing related specifically to the seasonal service.

REQUIREMENTS

For those incentives identified under the "Incentive Program" section of this policy, a formal contract is not required. However, Staff will codify the arrangement and provide the air service entity with a written outline of the incentives that have been approved. The Authority shall have no involvement in negotiations or transactions involving a revenue guarantee or other cash incentives provided by a third party.

The airport-provided marketing incentives are intended to help build demand in the origin or destination markets for the new service, and any direct advertising or marketing costs for which incentive funds will be used will be managed by the airport. If the new service ceases or is suspended at any time during the incentivized period, any unpaid incentive funds at the time of suspension/cessation of service will be forfeited.

APPLICABILITY

This policy applies to both incumbent and new entrant commercial or scheduled charter air service entities utilizing the Airport and desiring to provide new or expanded non-stop or hub service.

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

RIGHT TO AMEND POLICY

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

Deleted: If a revenue guarantee or other cash incentive is provided by a third party, the airport cannot be involved in this negotiation or transaction.

Commented [TK7]: To clarify – it can get tricky to "end" incentives – especially if we are reimbursing for a period of time when the service was operating. This tightens our administration of incentive funds.

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Administration	Policies &	Procedures
Air Service Incer	tive Policy	

Section 116.00

APPROVAL AND UPDATE HISTORY

Approval

Deleted: October 6, 2017

Supersedes

October 6, 2017, August 8, 2014, June 11, 2010, April 13, 2007, December 18, 2000, May 17, 2004, October 18, 2004, January 24, 2005

OBJECTIVE

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

METHOD OF OPERATION

It is necessary for the maintenance, operation, regulation and improvement of the Airport that Commercial Ground Transportation be regulated for the safe and efficient use of the Airport's limited space and facilities, particularly the limited space at curbside in front of the Terminal Building; to enhance safety and reduce congestion in front of the Terminal Building; and to make the Airport as self-sustaining as possible. Operational Directive 14 will be updated and used to manage and implement day to day changes and procedures from time to time to meet shifting industry standards.

Definitions

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

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

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

Commercial Ground Transportation Operator ("Operator"). Any partnership, corporation, limited liability

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

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

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

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

Loading Area. A parking lot, parking area, or other spaces designated by the Executive Director, or designee on the Terminal Building Curbside for the loading of Commercial Vehicles.

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

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

Pre-reservation. A passenger reservation, accommodation or arrangement for Commercial Ground Transportation

made, provided for or arranged prior to the Commercial Vehicle's entry onto the Airport.

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

Solicitation. Either directly or indirectly, actively or passively, and at the Airport, to ask, request, seek or try to obtain a passenger or passengers for Commercial Ground Transportation. Commercial Drivers who are found out of the approved areas without permission, or in an area not authorized by Airport Authority Employees will be deemed solicitation.

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

Transportation Network Company (TNC)/Ride Share. Citizens utilizing a privately owned or leased Motor Vehicle for commercial ground transportation purposes that are dispatched through electronic means by a company App.

Bidding Option

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

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

Loading Areas

The Loading Area (which shall be designated from time to time by the Executive Director or designee) shall be used by all Commercial Vehicle Operators. Passenger pick-up by Commercial Vehicle Operators is not permitted on the front terminal curbside, except as otherwise authorized by the Executive Director or designee.

Except for Commercial Vehicles of the Contract Operator or except as may be permitted from time to time by a written agreement with the Authority or by the Executive Director or designee, no Commercial Vehicle shall be Parked on the Airport. The Executive Director may establish at his/her sole passenger discretion, designated pickup areas commercial ground transportation vehicles. Passenger pickup areas may be designated ground transportation pick up lots, areas, or spaces in other locations, and may be specifically designated only for use by certain categories of commercial ground transportation vehicles. No commercial ground transportation vehicle shall drop off or pick up a passenger at the airport without having first made arrangements for the proper payment of all current fees for same, and without utilizing the proper procedures or methods for same, as determined in the sole discretion of the Executive Director or designee, and contained within the Operational Directives of the Asheville Regional Airport. Access cards issued for ingress/egress to designated lots expire at the end of the ground transportation Permit Year and are renewed upon payment and issuance of a ground transportation permit for the ensuing year. Any Commercial Operator, Driver, or both, shall be banned from airport property, and temporarily or permanently restricted or banned from conducting commercial ground transportation activities at the airport, for damaging, circumventing, or sabotaging any and all revenue and access control equipment on the airport, or for circumventing any electronic geo-fence established for the use of the airport by Transportation Network or Rideshare companies. Commercial Vehicle Operators may drop off passengers at the terminal curbside. The Executive Director may also wave the permitting requirements for such Operators as seasonal or specific delivery companies at his/her sole discretion if in his judgment it is in the best interest of the

Airport Authority.

Solicitation

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

Passenger Contact

When on Airport Property while making contact with a passenger who has a Pre-reservation, an Operator may contact passengers in a manner compliant with current Directives, or as permitted by the Executive Director or Designee. The requirement for the contact area is subject to change from time to time by the Executive Director or designee, and is not intended to allow unattended vehicles at any time. Passenger assistance may be granted a Guest Services Clerk only if arranged in advance by the driver. If the Operator wishes to display a placard or sign to contact such passenger, placard or sign no larger than 12" x 12" is permitted and may only set forth thereon the name of the passenger and/or the name of the passenger's organization, association or company. The name, logo type, emblem or symbol of the passenger's destination may be included on a placard or sign when the Operator also identifies at least the event or name of the individuals they intend to transport and verification of a Pre-reservation can be obtained. Airport Operations, Department of Public Safety, and Airport Management employees shall have the right to restrict the Operator from displaying a placard or sign at their sole discretion and Operational Directive 14 will be the guide of how, where, and when the sign may be displayed. The vehicle operator may not leave their vehicle unattended at any time other than in areas designated by the Executive Director or designee.

Statement of Information

Each Operator shall forthwith deliver to the Executive Director or designee at his or her office a written statement verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership) or owner, stating the Operator's full legal name, assumed name (if any), street address, mailing address, emergency contact, telephone number and email address and/or facsimile number. Contact information must be kept continuously current and up to date. An updated replacement statement shall be delivered to the Executive Director or designee, no later than July 1st of each calendar.

Commercial Vehicle/Driver Identification and

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator shall deliver to the Executive Director or designee,

Standards

at his or her office a written list verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, current insurance certificate in the appropriate amounts, model, year, color and markings (such as a name, logo, telephone number, emergency contact, and so forth) of each Commercial Vehicle. Contact and vehicle information must be kept continuously current and up to date. Vehicle and driver inspections may be conducted from time to time for On-Demand Shared Ride Services, Transportation Network Companies (TNC) to provide a standard for Commercial Vehicles and drivers. TNC drivers shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the driver will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information. The Executive Director, or designee, shall have the Authority to set standards, or may follow, but not limited to a combination thereof, as may be a best practice of the Airport Ground Transportation Association, Carolinas Parking Association, North Carolina Association of Transportation Regulators, and as set forth in the Recommendations for North American Airport Ground Transportation Standards that are adopted from time to time and is deemed in his sole discretion to be in the Airports best interest. If the Commercial Vehicle is used in the provision of Airline Personnel Transportation Service or Luggage Transportation Service, this list shall also state, with the license plate number, the date on which the annual permit fee (which is referred to below) was paid to the Authority. An updated replacement list shall be delivered to the Executive Director or designee, no later than July 1st of each calendar year, or when the access card and/or permit is issued; and if a Commercial Vehicle is obtained or utilized after July 1st, the Operator shall forthwith provide to the Executive Director, or designee, at his/her office a written notice thereof, stating the information. The Ground Transportation Staging Lot Access Card and Permit shall both expire at the end of the permit year.

Violations

While at the Airport, the Commercial Vehicles and the drivers thereof shall be subject to traffic-control directions by the Executive Director, or designee. The following procedures include a process for violations, fines, and

suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporary or permanently suspend companies, drivers, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public. The Executive Director, or designee may suspend companies, drivers, or both as deemed necessary for the orderly operation of the Airport and for the safety of passengers. The Department of Public Safety, Airport Operations, and Airport Management will continuously monitor for unattended ground transportation vehicles and other violations of Airport Policies and Procedures, and Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations on the Airport, and will provide enforcement to ensure this requirement meets security guidelines as may change from time to time. Further, Public Safety Officers and Authority Management may issue Violation Notices, and fines in accordance with the Authority Airport Ordinances No. 201701 Airport Rules and Regulations, as amended or superseded for violations of this policy.

In the event that an Operator or one of its drivers violates any provision of this policy or the Authority's Rules and Regulations, the Executive Director, or designee, may prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding ten (10) days and impose a fine in accordance with the Authority's Rules and Regulations. In the event that an Operator or one of its drivers violates any provision of this Policy within ninety (90) days of a previous violation, the Executive Director, or designee, may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport property to provide Commercial Ground Transportation for a period not exceeding thirty (30) days and impose a fine in accordance with Authority's Rules and Regulations, as amended or superseded. If after the third offense, the Operator or one of its drivers violates any provision of this policy within the remainder of the permit year, or within one hundred eighty (180) days of the previous violation, the Executive Director may in his or her sole discretion prohibit the Operator or the driver, or both of them, from entering upon the Airport to provide Commercial Ground Transportation for a period not to exceed six (6) months, and impose a fine in accordance with the Authority's Rules and Regulations as amended or superseded. The Operator and the driver will be given the opportunity to appear before the Executive Director at an informal hearing to present information and evidence in opposition to such a prohibition; however, the company, operator, or both may be required to cease operations immediately as instructed by Airport Management at any time during the appeal process. A letter must be sent to the Executive Director by certified mail within five (5) business days stating the reasons for the appeal. The Executive Director will respond to the appeal within thirty (30) days with a final decision. If the Operator or one of its drivers do not request an appeal in writing within five business days, the Operator, driver or both shall immediately cease operation on Airport Property as originally notified by the Executive Director, or Airport Management. (This provision is in addition to, and not in limitation of, the Authority's other rights and remedies.)

Annual Permit Fee

An annual permit fee and/or a combination of trip fees consistent with approved rates and charges shall be paid by each Operator which is engaged in the provision of Commercial Ground Transportation, including Airline Personnel Transportation Service, Luggage Transportation Service or any other vehicle engaged in transporting airport passengers with pre-reservations or their luggage. This annual permit fee shall be paid to the Authority at the Authority's office in advance and no later than July 1st of each Permit Year. This annual permit fee shall be for a period of twelve (12) months, commencing on July 1st and ending on June 30th. No annual permit fee or portion thereof shall be refundable. If the Operator discontinues such Commercial Ground Transportation or a Commercial Vehicle is no longer utilized, the permit is non-transferable. Should a vehicle be replaced during the permit year, a new permit may be issued at a replacement cost of \$50.00, as well as, lost access cards that is consistent with approved rates and charges. This cost is to cover the administrative time necessary for the replacement, including vehicle inspection. If the permit or card cannot be returned, the full cost must be paid to replace the permit or access card consistent with the rates and charges.

The Authority may from time to time change the amount of the permit fee, or change fee. The Authority may also add other fees such as a trip fee to and/or from the Airport, application fee, or dwell time fee, with due regard to such matters as, for example, the Authority's property and improvements and the costs thereof, and the Authority's operational and maintenance expenses. Such fees will be consistent with approved rates and charges.

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

Compliance

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

RIGHT TO AMEND POLICY

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

APPROVAL AND UPDATE HISTORY

Approval

June 8, 2018

Supersedes

February 16, 2018, August 8, 2014, July 1, 2012, June 11, 2010, January 24, 2005, March 15, 2004; September 15, 1997; December 1, 1991; July 16, 1990; September 22, 1986; Enacted, June 23, 1986

OBJECTIVE

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

METHOD OF OPERATION

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

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

Definitions

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

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

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

Gross Receipts means all fees and charges from all of the

Operator's business originating on, at, from and with respect to the Airport (including but not limited to reservations made through travel agencies and reservations made by telephone, facsimile, telegraph and other means of communication, and including but not limited to all base, time and mileage fees and charges from the Operator's customers for the rental of vehicles and the short-term leasing of vehicles), plus all premiums and other fees and charges (regardless of how they may be denominated) for personal accident insurance coverage, personal effects insurance coverage, personal effects protection insurance coverage, liability insurance supplement, additional liability insurance coverage, and other types and kinds of insurance coverage's and policies (regardless of how they may be denominated, regardless of parties covered, and regardless of the risks insured against), plus all sums for insurance waivers, collision damage waivers, and loss damage waivers, whether cash or credit, and whether collected or uncollected. Gross Receipts do not include the following: sales taxes which are separately stated on the Operator's vehicle rental agreements and vehicle short-term leasing agreements and which the Operator collects and remits separately to a government taxing authority; gasoline refueling service fees which are paid by customers upon the return of vehicles to the Operator, for gasoline pumped into the vehicles after their return to the Operator; compensation received by the Operator from customers and insurance carriers in payment of actual damages to, or the destruction or theft of, vehicles and other personal property of the Operator; and compensation received from any final commercial sale of a vehicle or other personal property of the Operator or an unrelated third party (provided that the Operator does not regain or retain any title, right, interest or ownership in or to the vehicle or other personal property).

For the purposes of this definition of "Gross Receipts", it shall be presumed that, if a customer's business address or residential address is beyond a radius of fifty miles from the Airport, all charges and sums (as identified above in this paragraph) relative to such customer are to be included in the Gross Receipts; and the burden shall be upon the Operator to rebut this presumption by clear and convincing documentation.

Park or The parking of means to put or leave or let a vehicle stand or stop in any location on the Airport (including but not limited to the Airport's short-term pay

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

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

Bidding Option

None

Loading Areas

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

Solicitation

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

Statement of Information

On or before January 10th of each calendar year, each Operator shall deliver to the Authority at the Executive Director's office a written and legible statement setting forth the following information: the Operator's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number; and an itemize description of each vehicle which is to be used at the Airport in the Operator's off-Airport rent-a-car business (which description shall include each vehicle's license number, state of registration, make, model, color and year). If any of this information changed during the year after the delivery of this statement (including but not limited to the deletion or addition of a vehicle), a supplemental written and legible statement shall be forthwith delivered to the Authority at the Executive Director's office.

Commercial Vehicle Identification

Annual Permit Fee

By reason of the nature of their business activities and the relationship between such business activities and passengers arriving at and departing from the Airport, off-Airport rent-a-car business operators ("Operators") conduct a significant portion of their businesses on, at, from and with respect to the Airport, and in so doing, they use the Airport and its facilities in furthering their own business and commercial interests and purposes, for which privilege a reasonable privilege fee ("Fee") should be paid to the Authority.

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

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

Monthly Fees

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

Each Operator shall pay to the Authority at the office of the Authority's Executive Director ("Executive Director") a Fee for each calendar month, which Fee shall be payable on or before the twentieth day of each month for the previous month. The Fee due each month shall equal 7.5% of the Gross Receipts during the previous month; provided that, if at any time during such previous month an Operator parks, or permits the parking of, a vehicle or vehicles (which are intended for, or which are utilized for, rental or short-term leasing purpose or purposes) in the Airport's short-term pay parking lot or in the Airport's long-term pay parking lot or on the premises of a fixed base operator located on the Airport, the Fee due for the month shall equal 10% of the Gross Receipts during such previous month.

Reporting

On or before the twentieth (20th) day of each month, each Operator shall deliver to the Authority at the Executive Director's office a written and legible report ("Report") for the previous month's Gross Receipts in such detail, form and manner as directed by the Executive Director from time to

time. The Reports shall be certified by an authorized representative of the Operator.

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

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

Should the Authority elect from time to time to audit the reports, or any of them, each Operator shall provide the Authority and its representatives unlimited access to all such books of account and records, which shall be made available upon the Authority's request, and which may be examined and copied by the Authority and its representatives. Also, upon the Authority's request, the Operator shall make personnel available to explain any information or entry set forth therein. If an audit discloses that the Reports then being audited understated the Operator's Gross Receipts by 2% or more, such Operator shall forthwith reimburse the Authority for all costs and expenses of the audit. In addition to all of the other rights and remedies of the Authority, all portions of the understated amounts due to the Authority as Fees shall be paid immediately, with interest at the highest legal rate.

Compliance

The following additional provisions are applicable to the Operators:

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

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

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

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

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

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

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

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

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

Each Operator shall purchase and maintain comprehensive

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

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

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

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

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

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

Violations

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

RIGHT TO AMEND POLICY

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010, December 11, 2006, December 1, 1991;

January 20, 1992, August 17, 1992

OBJECTIVE

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

GOAL

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

METHOD OF OPERATION

General Policy

The Authority will:

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

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

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

June 11, 2010

RIGHT TO AMEND POLICY

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

Action Items

The beginning focus will concentrate on:

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

PURPOSE

Airports are popular locations for filming to support print and digital advertisements, still photography, video commercials, television series and feature-length films. This policy sets forth guidelines for permitting access to the property and facilities operated by the Greater Asheville Regional Airport Authority (GARAA) for the purpose of on-location commercial filming. Commercial photography refers to all photography and videography activities with the exception of those of the public news media. All Filming Activities shall be coordinated and approved by the Authority and may be subject to the location and administration fees documented herein. Some film projects may be exempt from fees, but still require a film application, and may only proceed at the discretion of the Authority. Exemptions may, include but are not limited to: non-profit film projects with a community benefit; projects which provide the airport marketing benefit (as determined solely by airport management); projects that are for purposes other than commercial benefit, such as school projects. Insurance may still be required, depending upon the project.

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Commented [TK2]: Added highlighted text to allow for common exception at our discretion.

OBJECTIVES

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

ADMINISTRATION POLICIES & PROCEDURES Filming and Photography

METHOD OF OPERATION

All parties wishing to conduct commercial filming on AVL property must obtain approval from the Marketing and Public Relations Department (MPR) of the Greater Asheville Regional Airport Authority.

Application Process

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

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

At the discretion of the GARAA, a meeting to discuss the production's location and personnel needs shall take place at least five (5) business days prior to filming to ensure the productions needs are met. Restrictions will be identified during this meeting.

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

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

Insurance/ Indemnification

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

Proof of insurance must be provided to the GARAA before a filming permit will be issued. The required insurance coverage and minimum limits are based upon the size of the project, the number of people on site, the location in which filming will occur, and other liability considerations. The Executive Director will determine the appropriate level of insurance required for each project. Levels include:

Commented [TK3]: Added – so small, local projects may not be subject to the fee associated with such a meeting, when a simple phone call can accomplish what is needed.

Commented [TK4]: Inserted highlighted text to allow for those film projects that may be exempt to be excluded from application

Commented [LJ5]: Tina-Cindy was asking where we define who may qualify for an exemption since this wording is in the policy

Commented [TK6R5]: Exemption information is included earlier in the policy, in the PURPOSE section.

LEVEL ONE (Generally for small commercial projects with less than five people involved, filmed landside or away from equipment such as aircraft, limited film equipment in use, no set building involved, limited time on airport property):

- 1. Commercial General Liability bodily injury/property damage per occurrence (airport premises): \$1,000,000
- 2. Motor Liability Comprehensive forms (Owned, non-owned and hired vehicles): \$500,000.
- 3. Workers' Compensation per NC applicable laws

Commented [CM7]: Add: per NC applicable laws.

LEVEL TWO (Larger commercial projects, generally with more than five people involved, extended time - more than half a day on airport property):

- 1. Commercial General Liability bodily injury/property damage per occurrence (airport premises): \$5,000,000.
- 2. Motor Liability Comprehensive forms (Owned, nonowned and hired vehicles): \$500,000.
- 3. Workers' Compensation per NC applicable laws

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

Fees and Deposits A deposit covering fifty-percent (50%) of the anticipated fees is required to be submitted to GARAA no later than the start date of filming. The Authority, in its sole discretion, will determine the estimated fees, including support staff (if any) is required. If the activity requires airport tenant staff to be present, a separate staffing fee may be charged by the tenant. In addition, filming outside of normal business hours may warrant additional overtime expenses.

> Deposits/fees should be submitted in the form of a business check, cashier's check, cash or money order and should be made payable to the Greater Asheville Regional Airport Authority, 61 Terminal Drive, Suite 1, Fletcher, NC 28732. Payment may also be made by credit card, and will incur an additional processing fee. All fees must be paid within forty five (45) days of the completion of the filming/photography at the Airport. Additional charges may apply for the use of tenant facilities and/or services. The Production Company or Photographer is responsible for making arrangements with tenants for these facilities and/or services.

See GARAA Film & Photography Fee Schedule for current rates.

Commented [CM8]: Add per NC applicable laws

Commented [TK9]: Credit card?

Commented [CM10R9]: Credit card payments usually get charged an additional fee if they pay by credit card it is an additional 4% fee. So you will need to include that as well for that option.

Commented [TK11]: Removed fee schedule from policy - I think it should be a separate document, so it can be updated annually or periodically – and the policy can stay as it is.

Commented [CM12R11]: Good idea!

ADMINISTRATION POLICIES & PROCEDURES Filming and Photography

Filming/ Photography

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

- The Authority reserves the right to halt filming temporarily or permanently if any photographer or member of the film production fails to comply with Airport rules and regulations, or neglects any rules set forth in this policy.
- The film production/photographer must obtain the written consent of the GARAA, airport tenants, advertisers and/or any third party to photograph, film, or use other visual images depicting a trademark, brand name, logo, other visual image on or within the airport premises.
- Filming or photography of certain types of scenes including breaches of security, aircraft crashes, use of firearms or firearm replicas, explosions, car crashes, etc., will not be permitted. Use of special effects must be outlined in the application.

Filming/ Photography

- 4. Filming or photography on the restricted side of the Airport (e.g. post-screening areas) may require visitor badges. Each person requiring a visitor badge must present a valid photo ID in order to go through the screening process. Any and all equipment is subject to screening and inspection by the Department of Public Safety and TSA personnel.
- Filming or photography of security checkpoints is permitted only from the public side. Filming or photographing the xray images, security checkpoint equipment or procedures is strictly prohibited.

Damage

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

Parking

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

Animals

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

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ADMINISTRATION POLICIES & PROCEDURES Filming and Photography

Section 120.00

Commented [TK15]: Added for clarification

Lighting

Lighting may not be directed towards the control tower or at

aircraft in the air or on the airfield. Lights may be turned on only

when taking light readings and during active filming.

Electrical The power supply at the airport is limited. Use of existing wall

outlets is allowed for low light demand, and the electrical needs will be assessed and approved as part of the permitting process. It is recommended that film companies supply a power generator.

Electrical wires/cords in public traffic areas must be covered or

taped down.

Garbage The film company is responsible for proper disposal of all

garbage and refuse from filming activities. When filming on the secure side, garbage must be properly contained and disposed

of in order to minimize the potential damage to aircraft.

APPROVAL AND UPDATE HISTORY

Approval

March

Supersedes

August 8, 2014

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

METHOD OF OPERATION

The policy applies to employees with the organization who select artists and artwork to be displayed publicly within the Asheville Regional Airport (AVL). This policy also applies to artists who apply to have work displayed at AVL, are chosen to display art at AVL and potential buyers who may or may not purchase artwork from the Art in the Airport gallery.

Definitions

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

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

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

1. Purpose

General Policy

- The inclusion of arts in the public eye adds immensely to the dimension, depth and character of a community; it inspires our youth, fortifies local identity, and adds to the quality of life.
- A changing exhibit will distinguish the Asheville Regional Airport and help integrate it more fully into the culture of the region. The display of art in the terminal will make a unique contribution to the experience of travels by educating them about the Western North Carolina are and creating an aesthetically pleasing environment.
- A changing art exhibit will allow for a variety of artwork by many different area artists to be displayed throughout the year, giving the terminal a fresh look with each new rotation of art.
- Administrators The Greater Asheville Regional Airport Authority (GARAA) Marketing Department will be responsible for reviewing artists and artwork appropriate and desirable for exhibition in the airport

Artist Application

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

Direct inquires about this policy to:

Inquires

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

APPROVAL AND UPDATE HISTORY

August 8, 2014

Approval

September 14, 2007, February 9, 2007

Supersedes

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

METHOD OF OPERATION

The inclusion of music in the public adds to the dimension, depth and character of a community; it inspires our youth, fortifies local identity, and adds to the quality of life.

Musical art in the airport will distinguish Asheville Regional Airport and help integrate it more fully into the culture of the region. Different musicians will allow for a variety of shared musical genres throughout the year, enhancing the passenger experience.

General Policy

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

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

A grand piano is located in the Grand Hall area of the terminal, and may be spontaneously played by visitors. A sign posted on or near the piano will explain that music performed must be suitable for a family environment, original to the artist or in the public domain. Scheduled musicians are preferred by the Authority; however, the presence of the grand piano is inviting to visiting pianists and spontaneous performances cannot always be deterred.

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

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

Musicians Application

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

From time to time, the Marketing & Public Relations Department may solicit musicians to perform in the terminal for special events, or for the general enjoyment of passengers and visitors.

There is no limit to the number of times a performer may perform at AVL. Performance schedules are managed by the Marketing & Public Relations Department. All applications for scheduled performances remain on file and are valid for one year.

Authorized Asheville Regional Airport staff may terminate a performance:

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

Administration Policies & Procedures Music in Airport

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

APPROVAL AND UPDATE HISTORY

Approval

August 8, 2014

Supersedes

March 9, 2007

To establish the procedures and guidelines for the use of bodyworn cameras (BWCs) by Airport Public Safety Officers. The purpose of the devices will be to gather recorded evidence for prosecution of violators of criminal laws. Additionally, these devices will assist the Greater Asheville Regional Airport Authority (GARAA) Department of Public Safety (DPS) in the defense of complaints against personnel, quality assessment of officer-citizen contacts and officer safety.

METHOD OF OPERATION

The intent of this policy is to; give clear guidelines on the use of this technology, ensure that it does not undermine the agency goals of establishing greater accountability without jeopardizing the privacy of the public and the officer, and enhance the law enforcement effectiveness of the agency while balancing and maintaining public trust and confidence in the agency's law enforcement efforts. This policy establishes procedures for the use, maintenance and control of the department's BWC Systems.

DEFINITIONS

<u>Airport Security:</u> Any issue, item, or measure that addresses the security equipment or procedures, all or in part, in place at Asheville Regional Airport (AVL)

<u>Body Worn Camera</u> (BWC): An "on-the-body" video and audio recording system.

<u>Evidentiary Recordings</u>: Any image, including, but not limited to photographs, photograph negatives, videos, video images, audio recordings, or other digital media that is related to crime scenes, traffic stops, arrests, or any investigative action via departmental devices.

<u>Investigative actions:</u> Any contact with a citizen or suspect that occurs on any call whether self-initiated or dispatched.

<u>Non-Committed Times:</u> Any time in which the officer is not on a call for service or self-initiated activity.

SSI: Sensitive Security Information

TSA: Transportation Security Administration

Administration

The Public Safety Captain shall be the program manager for the BWC program. The program manager will be responsible for the overall maintenance of the program and equipment, including but not limited to:

- A. Coordinating maintenance of the equipment and ensuring functionality
- B. Inventory and issuance of equipment
- C. Setting administration rights

Training

The Public Safety Captain will be responsible for developing and providing all initial training and annual refresher training on BWC usage and protocols for all agency personnel involved in the BWC program.

All officers will receive instruction and demonstrate proficiency in the proper operation and use of BWC.

Suggested BWC training may include the following:

- a. All practices and protocols covered by this policy
- b. An overview of relevant state laws governing consent, evidence, privacy, and public disclosure
 - c. Procedures for operating the equipment safely and effectively
 - d. Scenario-based exercises that replicate situations that officers might encounter in the field
- e. Procedures for preparing and presenting the digital evidence in court
- f. Procedures for documenting and reporting any malfunctioning device or supporting system

Operational Procedures

The BWC equipment is the responsibility of the officer assigned to use that piece of equipment and will be maintained according to manufacturer's recommendations.

Prior to the beginning of a shift, and throughout their shift, the officer shall determine if the BWC is working properly, is charged and has sufficient storage to begin their shift. If a malfunction or problem is found the officer shall promptly notify their supervisor and notify the Public Safety Captain by email.

Officers shall make sure the BWC is properly mounted in such a way to ensure the best chance of capturing the event.

Activation

The BWC shall be activated upon being dispatched to, when responding to assist on, any and all calls for service, during all traffic stops, pursuits, arrests, investigative actions, and any other relevant interactions with the public except a call handled via telephone.

When practical, officers should inform individuals that they are being recorded; however, this discretion remains with the individual officer. If a citizen inquires as to whether a Body Camera is in use or whether a recording is being made, officers shall provide a prompt and truthful response.

Any BWC recorded incident shall be documented in the associated departmental incident reports, field interview entries, or on traffic citations (if this is the only documentation). Officers who did not record any of the situations or there is a break in the recording listed above must indicate the reason(s) in the narrative portion of the incident report, if an incident report is required, or the field interview entry or the traffic citation if they are the sole documentation. Some incidents may not have been recorded due to exigent circumstances that would have prevented an officer from activating the BWC. In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same requirements as the BWC. Any instance where an officer assigned a BWC is accused of misconduct and/or fails to record required incidents could create an evidentiary presumption against the officer.

Deactivation

The equipment may be manually deactivated during non- enforcement activities such as traffic control.

Officers may deactivate the BWC during "non-committed times" when not engaged in investigative or enforcement activity.

Officers may deactivate the BWC prior to discussing a case on-scene with other officers or during on-scene tactical planning.

While taking statements from victims and witnesses, officers shall have the discretion to deactivate a recording at the request of a <u>non-suspect</u>. The citizen's request should be captured on the Body Camera recording prior to deactivation.

Officers must carefully consider deactivation of the BWC and must be prepared to justify deactivation in the event that an incident occurs while the BWC is deactivated.

Officers <u>will</u> verbally state their intention to deactivate the BWC on the audio portion of the BWC prior to it being deactivated.

Officers will document the deactivation including their justifications for the deactivation in the associated report/notes.

Intentional deactivation during incidents where the use of the BWC is required by this policy may initiate disciplinary action. Obstructing, shielding, or any act of interference with the BWC is <u>not</u> permitted.

Data Management

All BWC recordings shall be uploaded only to a secured server in accordance with manufacturer recommendations and department training at the end of each shift to maintain the fewest number of files on the BWC at any given time. If there is a circumstance when this cannot be accomplished, a supervisor must give approval.

Officers directly or indirectly involved in any recorded incident that requires written administrative documentation (i.e. use of force, vehicle pursuits, collisions involving departmental vehicles, injury, damage to city property, citizen complaints, etc.), shall_download/upload the files at the first opportunity following the end of the incident.

Officers may review a recording to further their investigation into a criminal or an administrative matter. Viewing of recordings will be conducted inside the department and at the discretion of the on-duty supervisor.

Data recordings that contain material deemed beneficial for training may, with the approval of the Public Safety Chief, be utilized for training purpose after the case has been prosecuted or any civil litigation has been resolved. Data recordings used for training shall remain confidential and be restricted to AVL personnel.

The Public Safety Chief and Captain, as well as the Executive Director and Deputy Executive Director shall have access to all BWC data recordings for reviewing complaints filed against officers. The Public Safety Chief and the or Deputy Executive Director will have the authority to grant permission to view footage to other members of the GARAA staff as warranted.

A supervisor will physically take custody of the officer's BWC at the scene of an officer involved shooting or at another serious incident in which the officer was involved and will assume responsibility for downloading the data. If the officer is remaining on patrol, a spare camera will be issued to the officer.

Digital Video File Storage

The officer will label the events on their BWC in accordance to manufacturer's recommendation and departmental training. Suggested labels include, but are not limited to the following:

- a. Arrest
- b. Assist Motorist
- c. Citizen Contact
- d. DWI
- e. Emergency Response
- f. Felony/Major Case
- g. Investigation
- h. Officer Injury
- i. Pursuit
- i. Traffic Crash
- k. Traffic Stop Citation
- I. Traffic Stop No action
- m. Use of Force

When digital files become evidence, they will be treated as any other evidentiary items in accordance with evidence procedures.

All recordings are subjected to being erased after the designated retention period unless a longer retention period identified for court or investigative purposes.

Evidentiary recordings that have not been classified, marked as evidence, made part of a case file, or been requested for "burning to DVD" will be removed/deleted from the system when they are 30 days old, in accordance with the State of North Carolina Municipal Records Retention Schedule. Purging of other recordings should be done according to the rules set forth in the State schedule, depending on the type of recording.

Data Security and Dissemination

Unless authorized by the Public Safety Chief non-criminal recordings shall not be duplicated or disseminated to any person outside of the agency.

Requests for recorded events to be provided to persons or agencies outside of the criminal justice system shall be reviewed on a case-by-case basis and in accordance to the North Carolina Public Records Law, NCGS 132-1.4 and the North Carolina Personnel Privacy statutes, NCGS 160A-168 and 153A-98.

Any recordings associated with a criminal investigation may be released to the District Attorney upon request and Defense Attorney upon receipt of judicial notice. The distribution of the video recording will be documented on the appropriate departmental form and the form will be placed in the master case file. The distribution and/or dissemination of the video will be logged in a manner that can be produced for court if necessary.

All public records requests shall abide by NC Law and GARAA policy.

Restrictions

All digital recordings generated by officers are the property of the department, and no digital recordings generated by officers shall be reproduced without permission of the Public Safety Chief.

Officers shall not erase, reuse, alter or tamper with recordings obtained by the BWC.

Recordings obtained using the BWC may only be viewed by persons outside the department with the authorization of the Executive or Deputy Executive Director or the Public Safety Chief and in accordance with prevailing State statutes.

Officers will not have access to view other officer's video recordings unless authorized by the Public Safety Captain or Chief.

The utilization of the BWC is prohibited as stated below;

- a. To surreptitiously gather intelligence information or surreptitiously record private conversations.
- b. To record strip searches; however, officers may video the location of the search immediately prior to beginning. While officers may not video the search itself, the camera may remain recording, but be turned away from the suspect so that an audio recording of the event may be captured.
- c. Conversations with confidential informants and undercover officers (to protect confidentiality and officer safety).
- d. Places where a reasonable expectation of privacy exists, i.e., bathrooms or locker rooms)
- e. To record activities which are not official law enforcement functions.
- f. Recording other agency personnel during routine, non-enforcement related activities unless recording is required by a court order or is authorized as part of an administrative or criminal investigation authorized by the Chief of Police.
- g. Department personnel will not access BWC data for personal use and will not upload BWC data onto public and social media websites or record data with personal video equipment such as a cellular telephone.

Officer Responsibilities

The officer will inspect the BWC on a daily basis to ensure the functionality and proper care of the device.

The Public Safety Captain or his designee will conduct random reviews of officers' recorded BWC events to ensure they are being properly utilized and maintained. These reviews will be documented by email to the Public Safety Chief. Additionally, this review will serve as an opportunity to evaluate an officer in the performance of their duties. These events will be randomly selected and must be a separate event from any pursuit or use of force which already require a review.

The Public Safety Captain will cause a forensic review to be conducted by IT staff of the BWC if an officer fails to record a required incident because they claim the device malfunctioned.

Policy and Program Evaluation

This policy will be reviewed on an annual basis to determine continued compliance with Federal and State laws, GARAA standards, and DPS practices and protocols.

APPROVAL AND UPDATE HISTORY

APPROVAL

June 8, 2018

The Greater Asheville Regional Airport Authority (GARAA) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The GARAA receives Federal financial assistance from the DOT and Federal Aviation Administration (FAA). As a condition of receiving this financial assistance, the GARAA has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

POLICY

The GARAA will ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT/FAA assisted contracts. Within our program we will:

- a. Ensure non-discrimination in the award and administration of DOT/FAA assisted contracts;
- b. Provide opportunities in which DBEs can compete fairly for DOT/FAA assisted contracts;
- c. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
- f. Help remove barriers to the participation of DBEs in state and federal assisted contracts; and
- g. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

GENERAL

The GARAA will designate, from its staff, a DBE Liaison Officer (DBELO), who will be responsible for implementing all aspects of the DBE Program at the Asheville Regional Airport, including maintenance and revisions to the DBE Program as required, on those schedules required. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the GARAA in its financial assistance agreements with the State and Federal Government.

The GARAA has disseminated this policy statement to all relevant components of the GARAA Board of Directors, the GARAA staff and post this program on the airport website. The GARAA will publicize this statement on the airport website to reach the registered companies, and both DBE and non-DBE business communities, that perform work for the Airport on State and Federal assisted contracts.

APPROVAL AND UPDATE HISTORY

APPROVAL

August 10, 2018

The Greater Asheville Regional Airport Authority (GARAA) has established an Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The GARAA receives federal financial assistance from the DOT and Federal Aviation Administration (FAA) authorized for airport development. As a condition of receiving this financial assistance, the GARAA has signed grant assurances that it will comply with the above listed regulation.

POLICY

The GARAA will ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. Within our program we will also:

- a. Ensure non-discrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- b. Create a level playing field and provide opportunities in which ACDBEs can compete fairly for airport concessions;
- c. Ensure that the ACDBE Program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 23 eligibility standards are permitted to participate as ACDBEs at our airport;
- e. Help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport; and
- f. Provide appropriate flexibility to our airport in establishing and providing opportunities for ACDBEs.

GENERAL

The GARAA will designate, from its staff, an ACDBE Liaison Officer (ACDBELO), who will be responsible for implementing all aspects of the ACDBE Program at the Asheville Regional Airport, including maintenance and revisions to the ACDBE Program as required, on those schedules required. Implementation of the ACDBE Program is accorded the same priority as compliance with all other legal obligations incurred by the GARAA in its financial assistance agreements with the Department of Transportation. Updates will be made to the ACDBE program when changes occur to the Federal Regulations 49 CFR Part 23.

The GARAA has disseminated this policy statement to all relevant departments and its Board of Directors. The GARAA will publicize this statement on the airport website to reach the registered companies and both DBE and non-DBE business communities in our area.

Administration Policies & Procedures Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program

Section 124.01

APPROVAL AND UPDATE HISTORY

APPROVAL

August 10, 2018

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



HUMAN RESOURCES POLICIES AND PROCEDURES

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The objectives of the Human Resources Policies and Procedures of the Greater Asheville Regional Airport Authority (Authority) are:

- 1. To provide efficient and friendly service at all times.
- 2. To respect the dignity and integrity of all individuals.
- 3. To afford equal opportunity for employment to all individuals regardless of race, color, religion, age, sex (including pregnancy), sexual orientation, national origin, marital status, veteran status, genetic information, or handicap or any other consideration made unlawful by federal, state, or local law.
- 4. To maintain a drug-free work place.
- 5. To provide clean, safe and pleasant working conditions.
- 6. To attract and retain employees of the highest caliber.
- 7. To provide compensation and employee benefits which are fair and competitive.
- 8. To encourage individual development and acceptance of responsibility.
- To select employees based on ability, training, education, and experience.
- 10. To provide training that will increase employees' ability to lead, motivate and perform their jobs in an effective manner.

These Policies are not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures of the Authority. The Policies supersede all prior human resources policies and procedures or handbooks provided by the Authority. However, the Policies may not be the only place employees will find descriptions of standards, requirements, benefits or practices and procedures of the Authority. To the extent any provision of the Policies conflicts with any terms in other documents provided by the Authority, the terms of the Policies will control. To the extent any provision of the Policies conflicts with any terms of federal, state, or local laws, the terms of the applicable law will control. To the extent there are any conflicts between the Policies and any written employment contract with an employee, the written employment contract shall govern. If you have any questions regarding these

Policies, you should contact the Director of Administration. Authority reserves the right to add, modify or delete provisions of the Policies at any time. The Authority will make every effort to notify employees of any such changes.

The Policies are not intended to, or do they, create a contract of employment. The Policies are not intended to, nor do they, create any express or implied promise to employees or any quaranty of fixed terms of employment. The Policies do not in any way alter the employment-at-will relationship that exists between the Authority and its employees. Your employment is not for any specific period of time and may be terminated at will for any reason, or no reason, at any time, with or without notice.

The Policies apply to all at-will employees of the Authority.

APPROVAL AND UPDATE **HISTORY**

Approval

October 10, 2014, Effective November 1, 2014

Supersedes April 19, 2004

To ensure equal employment opportunity within the Authority.

METHOD OF OPERATION

General

The Authority is an equal opportunity employer. This policy reaffirms the commitment and is implemented to ensure that:

- All recruitments, hiring, training, compensation, benefits, promotion and separation of persons employed by the Authority in all positions is accomplished without regard to race, color, religion, age, sex (including pregnancy), sexual orientation, national origin, marital status, veteran status, genetic information, handicap or any other consideration made unlawful by federal, state, or local law. This law also prohibits from retaliating against employees who file discrimination complaints.
- Employment decisions are made in accordance with the Equal Employment Opportunity Act.
- All appointed officials, managerial and supervisory employees are responsible for supporting this policy and for the furtherance of the principals of Equal Employment Opportunity in all human resources matters. The Director of Administration is responsible for the overall compliance, and shall maintain personnel records in compliance with applicable laws and regulations.

Directives

Each department director shall ensure that all terms and conditions of employment, including, but not limited to, recruitment, hiring, training, promotion, demotion, compensation, benefits, leave of absence, reasonable (disability/religion), discipline, accommodation retention, termination and other employment practices shall be accomplished without regard to that person's race, color, religion, age, sex (including pregnancy), sexual orientation, national origin, marital status, veteran status, genetic information, or handicap or any other consideration made unlawful by federal, state, or local law.

The Authority expressly prohibits any form of unlawful employee harassment based upon race, color, religion, age, sex (including pregnancy), sexual orientation, national origin, marital status, veteran status, genetic information, or handicap, and any improper interference with the ability of its employees to perform

their expected job duties is not, and will not, be tolerated.

The Authority will make reasonable accommodations, to the extent required by law, if the Authority is aware an employee requires such an accommodation in order to be able to perform the essential job functions of a position.

The Authority prohibits any person employed by the Authority to discriminate or take any other retaliatory action against an individual who in good faith has: a bona fide complaint under this policy, opposed an alleged unlawful employment practice or has made a charge, testified, assisted or participated in an investigation, proceeding or hearing.

APPROVAL AND UPDATE HISTORY

Approval

October 6, 2017

Supersedes

October 10, 2014, March 13, 2009 & April 19, 2004

The Authority is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA). It is the policy of the Authority to comply with all Federal and State laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC).

METHOD OF OPERATION

General

It is the Authority's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Consistent with this policy of nondiscrimination, the Authority will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA & ADAAA, who has made the Authority aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Authority. An employee with a disability who feels he or she needs an accommodation in order to continue performing the essential job function of his or her position should contact the Director of Administration. The request will be reviewed and it will be determined whether or not the requested accommodation is reasonable, or whether an alternative accommodation should be offered.

All appointed officials, managerial and supervisory employees are responsible for supporting this policy and principal of the ADA and ADAAA in all Human Resources matters.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009

To provide a central location for all inquiries concerning Authority employees or former employees.

METHOD OF OPERATION

Inquiries Concerning Employees Inquiries concerning verification of employment are referred to the Director of Administration or designee.

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

Prospective employers, financial institutions, and residential property managers routinely contact employers requesting information of a former or current employee's work history and/or salary. All such requests of this type shall be referred to and completed by the Director of Administration or designee. For written request, information will be completed on the form provided only when it is accompanied by a former or current employee's signed authorization form to release information. The written form will be returned directly to the requesting party. Telephone requests will be directed to the Director of Administration or designee and will be limited to confirming information stated by the external party.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March, 13, 2009, April 19, 2004

The Authority has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, the Authority is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

METHOD OF OPERATION

Directives

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment with the Authority. The Administration department is responsible for policy management.

 Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor and/or department director and the Director of Administration. Employees should not, however, disclose underlying medical conditions unless directed to do so.

The unlawful manufacture, distribution, dispensation, possession or use of controlled substances and/or alcohol on Airport Authority premises, or while conducting Airport Authority business off the premises is absolutely prohibited. Alcoholic beverages may be dispensed and/or consumed if done as a part of an official Authority function. Consumption of such alcoholic beverages should be limited. Alcoholic beverages may be dispensed and/or consumed if done as part of an official supervised controlled training setting for the Department of Public Safety, such as, Standardize Field Sobriety Testing (SFST). On duty personnel are prohibited from consuming alcoholic beverages. Violations of this policy will result in disciplinary action, up to and including termination.

The Authority will assist and support employees who voluntarily seek help for drug and/or alcohol problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leave of absence, referred to treatment providers and otherwise

accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously. The employee must understand he/she is to complete the treatment program and will be required to furnish proof of such completion to the Director of Administration or designee. This proof will be reviewed by the Authority designated medical authority, as part of fitness for duty medical examination prior to the employee being reinstated to work status.

 Employees needing help in dealing with such problems are encouraged to get assistance. Please contact the Director of Administration if you need information regarding whether the Authority's insurance benefits will cover counseling. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel file.

A copy of this Drug-Free Workplace Policy is issued and signed for by each employee. Employees must, as a condition of employment, abide by the terms of the policy and report any conviction under criminal drug statute for violations occurring on or off Airport premises while conducting business. A report of a conviction must be made within five (5) days after the conviction. The Drug-Free Workplace Act of 1988 mandates this requirement.

Statement of Policy

It is the purpose of this policy to establish and proclaim the Authority's intent to maintain a "Drug-Free Workplace". In so doing the Authority has adopted the Drug-Free Workplace Program in accordance with the requirements set forth in Federal and State Law. It is a condition of employment with the Authority for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body. In addition to possible disciplinary procedures and termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who refuses to submit to a test for drugs or alcohol, or is tested and had a positive confirmation of drug or alcohol use, forfeits his or her eligibility for medical and indemnity benefits under the Workers' Compensation Act.

Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any Authority vehicle, or are conducting related work off-site, they are prohibited from:
 - o Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (including possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
 - The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing Authority business or while in an Authority facility is prohibited.
 - The Authority will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the contained labeled by a licensed pharmacist to be prepared to produce it if asked.
 - o Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

REQUIRED TESTING

The Authority retains the right to require the following test:

- Pre-employment: All applicants must pass a drug test before beginning work. Refusal to submit to testing will result in disqualification of further employment consideration.
- Reasonable suspicion: Employees are subject to testing based on observations by a supervisor and/or director of apparent workplace use, possession or impairment. The Director of Administration, or designee, must be consulted before sending an employee for reasonable suspicion testing.
- Post-accident: Employees are subject to testing when they cause or contribute to accident(s) that damage an Authority vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring of-site medical attention. In any of these instances, the investigation and subsequent testing

should take place within two hours following the accident, if not sooner.

• Follow-up: Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including termination. Depending on the circumstances and the employee's work history/record, the Authority may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one year but not more than two years. If the employee either does not complete his or her rehabilitation program or tests positive after completing the rehabilitation program, he or she will be subject to immediate termination.

Drug Use

Employees are prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of drugs while on or off the job. As used in this policy, improper drug use is the use of any drug which is not legally obtainable; which is legally obtainable, but has not been legally obtained; or which is being used in a manner or for a purpose other than prescribed (for example, use of depressants and stimulants not prescribed for current personal treatment by an accredited physician). Employees who violate this policy will be subject to disciplinary action including possible termination.

Alcohol Use

Employees are prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of alcohol while on duty, while on Authority property, or on any work site, with the exception of official Authority functions. "Alcohol" meaning ethyl alcohol (ethanol) and includes beverage, mixture or preparation containing ethyl alcohol, including but not limited to, distilled spirits, wine, malt beverages, and intoxicating liquors. With regard to alcohol, an employee may also be determined to be "under the influence of alcohol" for purposes of this policy if the employee has a blood level of .05 g/dl% or higher. Employees who violate this policy will be subject to disciplinary action up to and including termination.

Inspections

The Authority reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections will be subject to discipline up to and including

termination.

Consequences

Applicants who refused to cooperate in a drug test or who test positive will not be hired. Employees who refused to cooperate in required tests or who use, possess, buy sell, manufacture or dispense an illegal drug in violation of this policy will be subject to discipline up to and including termination.

Employees will be paid for time spent in alcohol and/or drug testing and then suspended pending the results of the test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test. This meeting will include a member of Senior Management and the Director of Administration. Should the results prove to be negative, the employee will receive back pay for the times and/or days of suspension.

Arrest and Conviction for Drugs

It is a condition of employment with the Airport Authority that any employee convicted of any criminal drug violation occurring in the workplace or off-the-job must report such conviction to his supervisor within five (5) calendar days of such conviction. Further, a nolo contendere plea for drug activity is also to be reported in the same manner. In deciding what action to take, the employee's department director and or supervisor, the Director of Administration, and the Executive Director will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Airport Authority and other factors relative to the impact of the employee's conviction or nolo contendre plea upon the conduct of the Airport Authority.

Duty to Report Employee Drug and Substance Abuse

Employees must immediately report violations of these policies by other employees. Any employee who, in good faith based on reasonable suspicion, reports an alleged violation of this policy, or any supervisor who investigates or takes action in good faith based on reasonable suspicion, shall not be harassed, retaliated against, or discriminated against in any way for making reports or participating in any investigation or action based thereon. To the greatest extent possible, the reporting of employee drug and substance abuse will be kept confidential.

Confidentiality

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Authority through a drug testing program will be kept confidential. Also, laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their personnel who receive or have access to information concerning drug test results shall keep all information confidential. Unless compelled by a hearing officer, court or professional or occupational licensing board, information regarding drug testing may be released only by the voluntary

written consent of the person tested.

Information on drug test results shall not be released or used in any criminal proceeding against the job applicant or employee. Information released contrary to this policy shall be inadmissible as evidence in any such criminal proceeding.

Nothing in this provision shall be construed to prohibit the Authority or laboratory conducting a drug test from having access to employee drug test information when information is relevant to a defense in a civil administrative matter.

Pre-Employment Drug Testing

It will be the policy of the Authority for all applicants who are being considered for employment to undergo screening for the presence of drugs and/or alcohol. Employment is conditional upon successfully passing a substance test. An applicant who refuses to take the test or whose test results are confirmed positive will be denied employment at that time, but may apply for employment with the Authority after one (1) year. Positive test results may be challenged by the applicant.

The applicant has the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication and the possible affect these drugs may have on the outcome of the drug test. If the applicant is using prescription or nonprescription medications, which may affect the outcome of a drug test, he must report the use of the medication to the drug testing laboratory. This may be done confidentially, whether before or after the drug test.

Employee Drug Testing

The Authority will maintain drug-testing practices to identify employees who are working under the influence of drugs or alcohol. The Authority reserves the right to conduct random drug testing. The Director of Administration must be consulted before sending an employee for drug testing for any reason. It will be a condition of continued employment for all employees to submit to the following drug tests:

- Reasonable suspicion by the department director and/or supervisor or other employee of drug or alcohol abuse, which may include:
 - a. Abnormal conduct, poor work performance, direct observation of drug use.
 - b. When an employee has been involved in an accident while at work.
 - c. Evidence that an employee has tampered with a drug test during employment.

- d. When there is evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on Authority property, or while operating Authority vehicles, machinery or other equipment.
- 2. Follow-up testing on a quarterly, semi-annually or annually for up to two (2) years after an employee enters a drug rehabilitation program.
- 3. The employee has the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication, and the possible affect these drugs may have on the outcome of a drug test. If the employee is using prescription or non-prescription medications, which may affect the outcome of a drug test, he must report the use of the medication to the drug testing laboratory. This may be done confidentially, whether before or after the drug test.
- 4. Employees who are directed to submit to such a test and refuse to do so are guilty of misconduct and will be subject to discipline including possible termination. Likewise, if the test results are confirmed positive, the employee will be guilty of misconduct and subject to discipline including possible termination.

Confirmation of Drug Test

The Authority will not terminate, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an applicant or employee on the sole basis of a positive test result that has not been verified by a confirmation test. A confirmation test is a second analytical procedure run on a sample that was positive on the initial test. The confirmation test will be different in scientific principal from that of the initial test procedure.

Challenge of a Positive Drug Test

An applicant or employee who receives a positive confirmed test result may contest the result to the Authority within five (5) working days after written notification of the positive test results. If the Authority finds the explanation unsatisfactory, the Authority shall within ten (10) working days of receipt of the challenge provide a written response to the applicant or employee as why the explanation is unsatisfactory, along with the report of the positive results.

A job applicant or employee may also challenge the positive test results by court action. It is the job applicant or employee's responsibility to notify the laboratory in the event legal action is taken.

Disciplinary Action

If an employee tests positive, the Authority shall immediately place the employee on personal leave. If there is insufficient accrued personal leave, the employee will be placed on leave of absence without pay. The purpose is two-fold:

- a. To prevent the employee form endangering co-workers, the public or himself or herself.
- b. To provide an opportunity for the employee to be referred to the Employee Assistance Program or other appropriate treatment programs.

An employee who has tested positive and who has been referred to the Employee Assistance Program or other appropriate treatment program and who refuses this referral will be subject to termination for cause.

An employee who accepts treatment must understand he is required to complete such program. If the employee either does not complete his or her rehabilitation program or tests positive after completing the rehabilitation program, he or she will be subject to immediate termination.

An employee who completes treatment will be required to furnish proof of such completion to the Director of Administration or designee. This proof will be reviewed by the Authority designated Medical Review Officer or designee as part of a fitness for duty medical examination prior to the employee being reinstated to work status.

APPROVAL AND UPDATE HISTORY

Approval

October 6, 2017

Supersedes

October 10, 2014, March 13, 2009 & April 19, 2004



EMPLOYMENT DRUG TESTING CONSENT AND RELEASE FORM

I do hereby certify that I have received and read the Greater Asheville Regional Airport Authority (Authority) drug testing policy and I have had the Drug-free Workplace Program/Policy explained to me.

I hereby consent to submit to urinalysis and/or other tests as shall be determined by the Authority in the selection process of applicants for employment, for the purpose of determining the drug content thereof.

determining the drug content thereof.
I also understand that my employment is contingent upon passing the drug test.
I agree that (Clinic/ <u>Physician</u>) may collect specimens fo these tests and may test them or forward them to a testing laboratory designated by the Authority for analysis.
I further agree to hold harmless the Authority and its agents (including the above Clinic/Physician) from any liability arising in whole or part, out of the collection of specimens, testing and use of the information from said testing in connection with the Authority's consideration of my application of employment.
I further agree that a reproduced copy of this pre-employment consent and release form shall have the same force and effect as the original.
I have carefully read the foregoing and fully understand its contents. I acknowledge that my signing of this consent and release form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.
Print Name
Signature Date



ACTIVE EMPLOYEE CERTIFICATE OF AGREEMENT

I do hereby certify that I have received and read the Greater Asheville Regional Airport Authority's Substance Abuse and Drug Testing Policy and have had the Drug Free Workplace Program/Policy explained to me.

I understand that if my performance indicates it is necessary, I will submit to a drug test.

I also understand that my failure to comply with a drug testing request or a positive test result would be subject to appropriate disciplinary actions up to and including termination.

₩
Print Name
Signature
Signature
Date

The Authority is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Authority expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. This applies to all employees, contractors, vendors, clients and customers of the Authority.

METHOD OF OPERATION

Directives

The Authority strictly prohibits workplace harassment for any discriminatory reason, such as an individual's race, color, religion, age sex (including pregnancy), sexual orientation, national origin, marital status, veteran status, genetic information, handicap or any other consideration made unlawful by federal, state, or local law.

With respect to sexual harassment the Authority especially prohibits the following:

- 1. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature where:
 - Submission to the conduct is made, either implicitly or explicitly, a condition of an individual's employment.
 - Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
 - The harassment unreasonably interferes with the employee's work performance or creates an intimidating, hostile, offensive or abusive working environment for the employee.
- 2. Offensive comments, jokes, innuendos, and other sexually oriented statements.

Examples of harassment include, but not limited to: words, signs, pranks, cartoons, calendars, unwanted advances, demands for favors in exchange for favorable treatment or continued employment, offensive or unwelcome remarks/jokes, flirtations, advances or propositions, verbal abuse, comments or gestures, leering, pinching or touching. Also, includes graphic/obscene

materials and/or comments circulated by e-mail, phone (including voice mail), text messages, tweets, blogs social networking sites or other means. The Authority has a zero tolerance for any form of unlawful harassment.

Directives

Each department director and supervisor has a responsibility for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers. Any employee who believes he or she has been subjected to objectionable conduct is urged to contact his or her supervisor and/or department director, the Director of Administration, the Deputy Executive Director, Development and Operations and/or the Executive Director.

If you are found to have engaged in, ratified or condoned unlawful discrimination or harassment, you may be personally liable for monetary damages. The Authority may decide not to pay personal damages assessed against you.

Any employee who becomes aware of an incident of unlawful discrimination or harassment by any employee, contractor, vendor, client, or customer, whether by witnessing the incident or being told of it, must report it to the Director of Administration, the Deputy Executive Director, Development and Operations or the Executive Director

All reports of unlawful discrimination or harassment will be promptly investigated with special attention to the privacy of everyone involved. If you are found to have acted improperly towards another employee, contractor, vendor, client, or customer, you will be subject to disciplinary action, up to and including termination of employment. The Authority will also take additional action necessary to appropriately address employee concerns about unlawful discrimination or harassment. Any employee who knowingly provides a false report of unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment. Any employee who makes such a false statement shall be personally liable for any legal action taken by another employee in response to a false report.

Retaliation against an employee for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be promptly investigated and addressed.

Complaint Procedures

Complaints shall be filed in writing as soon as possible from the date giving rise to the complaint, be signed by the complainant, and contain a clear concise statement of the facts, including pertinent dates, and any other documentation in support of the complaint.

Any employee witnessing, or having reason to believe a claim or instance of sexual harassment relating to an employee, must report such potential claim to the Director of Administration, Deputy Executive Director, Development and Operations or the Executive Director.

Investigation Procedures

Upon the receipt of a complaint of harassment, the Executive Director shall be advised; or if the complaint is against the Executive Director, the Chair shall be advised.

It is the Authority's policy to investigate all harassment complaints thoroughly, impartially and promptly. To the fullest extent practicable, the Authority will maintain the confidentiality of those involved. The Director of Administration will have primary responsibility for investigating any and all complaints relating to employee misconduct. However, some investigations may be assigned to an Authority designee with direction from the Director of Administration. Any Authority designee assigned to conduct an investigation must have completed training with the Director of Administration in conducting investigations.

The Director of Administration or designee shall:

- Promptly interview and obtain full and written statements from all parties involved in the reporting, including but not limited to the complainant and accused.
- Determine if there is a potential for a safety threat. If there is a potential, take all measures appropriate to protect employees, visitors and property.
- Complete an investigation report and provide all relevant and necessary information, including findings.

Based on the investigation, the Director of Administration or designee must determine whether the allegation(s) were founded, unfounded or inconclusive. This determination shall be documented in writing and made part of the investigative report. A determination of whether harassment is severe or pervasive enough to be illegal is made on a case-by-case basis.

Violation Founded: Where a violation is founded, the accused should be notified of the results of the investigation and the specific actions to be taken. The supervisor and/or department director of the accused will also receive notification, as appropriate. No details about the nature or extent of disciplinary or corrective actions will be disclosed to the complainant(s) and/or witness(es) unless there is a compelling reason, such as personal safety.

<u>Violation Unfounded</u>: In this situation, a notification should state that the Authority thoroughly investigated the allegation(s) and found that the evidence did not support the claim.

Inconclusive Investigation: In some cases, the evidence does not conclusively indicate whether or not the allegation(s) was founded or unfounded. If such a situation exists, the notification should state that the Authority has completed a thorough investigation but has been unable to establish either the truth or falsity of the allegation(s). However, the Authority will take appropriate steps to ensure that the persons involved understand the requirements of the Authority's policies and appropriate law, and the situation will be monitored to ensure compliance in the future.

Retention and/or release of investigative reporting: The Director of Administration will retain all records relative to the investigation in a locked area. The Authority will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

The Director of Administration or designee will forward to the respondent and complainant the final decision.

Disciplinary Action

Any employee of the Authority, whom the Director of Administration or designee has determined to have harassed another employee, contractor, vendor, client, or customer, shall be subject to disciplinary action up to and including termination.

Any employee in a supervisor and/or department director capacity who has actual knowledge of harassment involving any employee(s) and does not take corrective action and report the matter directly to the Director of Administration, Deputy Executive Director, Development and Operations, Executive Director or Chair may be subject to discipline up to and including termination.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor of business associate will not be tolerated. The Authority resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Authority treats threats coming from an abusive personal relationship as it does other forms of violence.

METHOD OF OPERATION

Prohibited Conduct

This list of behaviors, while not inclusive, is examples of conduct that is prohibited.

- 1. Causing physical injury to another person.
- 2. Making threatening remarks.
- 3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subject another individual to emotional distress.
- 4. Possession of a weapon while on Airport property or while on Authority business, with the exception of sworn law enforcement officers, when engaged in their official duties.
- 5. Committing acts motivated by, or related to, sexual harassment or domestic violence.
- 6. Workplace bullying, including repeated inappropriate behavior, either direct or indirect, verbal or physical conducted against an employee either at the workplace or at a work sponsored event.

Any potentially dangerous situation must be reported immediately to an employee's supervisor and/or department director, the Director of Administration, Deputy Executive Director, Development and Operations or the Executive Director. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The Authority will actively intervene at any indication of a possibly hostile or violent situation.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the Authority premises will be reported to the proper authorities and fully prosecuted. All individuals will be treated with dignity and respect.

Procedure for filing a complaint

Complaints shall be filed in writing as soon as possible from the date giving rise to the complaint, be signed by the complainant, and contain a clear concise statement of the facts, including pertinent dates, and any other documentation in support of the complaint.

Investigative Procedures

Upon the receipt of a complaint of workplace violence, the Executive Director shall be advised; or if the complaint is against the Executive Director, the Authority Chair shall be advised. It is the Authority's policy to investigate all complaints of workplace violence thoroughly, impartially and promptly. To the fullest extent practicable, the Authority will maintain the confidentiality of those involved. The Director of Administration will have primary responsibility for investigating any and all complaints relating to employee misconduct. However, some investigations may be assigned to an Authority designee with direction from the Director of Administration. Any Authority designee assigned to conduct an investigation must have completed training with the Director of Administration in conducting investigations.

The Director of Administration or designee shall:

Promptly interview and obtain full and written statements from all parties involved in the reporting, including but not limited to the complainant. Determine if there is a potential for risk occurrence. If there is a potential, take all measures appropriate to protect employees, visitors and Authority property.

Based on the investigation, the Director of Administration or designee must determine whether the allegation(s) were founded, unfounded or inconclusive. This determination shall be documented in writing and made part of the investigative report.

<u>Violation Founded</u>: Where a violation is founded, the accused should be notified of the finding the specific or corrective remedial actions to be taken. The supervisor and/or department director of the accused will also receive notification, as appropriate. No details about the nature or extent of disciplinary or corrective actions will be disclosed to the complainant(s) and/or witness(es) unless there is a compelling reason, such as personal safety.

<u>Violation Unfounded</u>: In this situation, a notification should state that the Authority thoroughly investigated the allegation(s) and found that the evidence did not support the claim.

<u>Inconclusive Investigation</u>: In some cases, the evidence does not conclusively indicate whether or not the allegation(s) was founded or unfounded. If such a situation exists, the notification should state that the Authority has completed a thorough investigation but has been unable to establish either the truth or falsity of the allegation(s). However, the Authority will take appropriate steps to ensure that the persons involved understand the requirements of the Authority's policies and appropriate law, and the situation will be monitored to ensure compliance in the future.

Retention and/or release of investigative reporting: The Director of Administration will retain all records relative to the investigation in a locked area. The Authority will not release any investigative files, including but not limited to interviews and findings, unless requested by a court authorized request, such as Subpoena or Court Order.

Complaint Disposition

The Director of Administration or designee will forward to the complainant and respondent the final decision.

Disciplinary Actions

Any employee of the Greater Asheville Regional Airport Authority whom the Director of Administration, Deputy Executive Director, Development and Operations, Executive Director or Chair has determined to have demonstrated or been involved with workplace violence of another employee or applicant for employment shall be subject to disciplinary action up to and including termination.

Any employee in a supervisory capacity who has actual knowledge of workplace violence involving employees he or she supervises and does not take corrective action or report the matter directly to the Director of Administration, Deputy Executive Director, Development and Operations, Executive Director or Chair shall be subject to discipline up to and including termination.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

Establish and communicate a Safety Program to ensure a safe working environment.

METHOD OF OPERATION

The Greater Asheville Regional Airport Authority is committed to have a Safety Policy that includes:

- A comprehensive Safety Program.
- Communicating details of Safety Program to all employees.
- Training that will increase employees' ability to perform their jobs in a safe manner.
- Ensuring all employees comply with all recognized safety standards.

Discipline

Any safety violation must be reported immediately to an employee's supervisor and/or department director, the Director of Administration, Deputy Executive Director, Development and Operations or the Executive Director.

Any employee of the Greater Asheville Regional Airport Authority whom the Director of Administration, Deputy Executive Director, Development and Operations or the Executive Director has determined to have been involved with a safety violation may be subject to disciplinary action up to and including termination.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

April 20, 2012

To establish a policy and procedure for leave under the Family and Medical Leave Act (FMLA) of 1993, and any amendments thereto.

METHOD OF OPERATION

GENERAL

This policy provides eligible employees unpaid, job-protected leave for certain qualifying events.

DEFINITIONS

For the purposes of this policy, family members are defined as:

Spouse. A husband or wife as defined or recognized under State law for purposes of marriage.

Parent. A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child.

Child. A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability."

Next of Kin. Nearest blood relative of the covered service member.

COBRA. Consolidated Omnibus Budget Reconciliation Act of 1985. This law enables terminated employees to elect to continue their health benefit by paying the full cost of premiums.

Computation Period. A "rolling forward" computation period will be used.

ELIGIBILITY REQUIREMENTS

- Employee must be employed by the Authority for at least 12 months; and
- The employee has to have worked at least 1,250 hours during the 12 months immediately preceding the commencement of leave.

ANNUAL FMLA LEAVE ENTITLEMENT

An eligible employee is entitled to 12 weeks of unpaid leave under FMLA for a qualifying reason. The Authority will measure the 12 month period as a rolling forward 12 month period beginning the first day an employee uses any FMLA leave under this policy. The leave may be taken to care for:

- The employee's newborn child or child placed with the employee for adoption or foster care (leave must be taken during the first 12 months of the child's birth or adoption).
- The employee's spouse, child or parent with a serious health condition.
- An employee's own serious health condition.

ANNUAL MILITARY CAREGIVER LEAVE

Under FMLA, eligible employees who are the spouse, child, parent or next of kin (nearest blood relative) of a covered service member of the U.S. armed forces (including the National Guard and Reserves) are entitled to a total of up to twenty-six workweeks of unpaid leave during a twelve (12) month period to care for a service member who is receiving medical treatment, is recuperating or is undergoing therapy for a serious injury or illness suffered while on active duty, that has rendered the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

QUALIFYING EXIGENCY LEAVE

Under FMLA, eligible employees are entitled to up to twelve (12) weeks of unpaid leave for a "qualifying exigency" that arises when a spouse, parent or child is on or has been called to active duty in support of a contingency operation. Qualifying exigencies may include absences:

- Due to short-notice deployments (seven or fewer days notice);
- To attend certain military events such as family support or assistance programs, or official military ceremonies;
- To arrange for alternative childcare, provide childcare on an emergency, but not on a regular basis, or to attend meetings at a school or daycare concerning the servicemember's child;
- To address certain financial and legal arrangements;
- To attend counseling sessions arising from the call-up to active duty;
- To spend time with a service member who is on short-term rest and recuperation leave during a period of deployment (limited to five days for each instance); and

 To attend post-deployment activities, such as arrival ceremonies and reintegration briefings, within 90 days of the end of the deployment.

PROCEDURE

EMPLOYEE NOTICE

When the leave is foreseeable, the employee must submit written notice at least 30 calendar days prior to the requested leave to the Director of Administration or designee. When leave is unforeseeable, the employee must give notice as soon as practicable (within one or two working days of learning of the need for leave, except in extraordinary circumstances). Requests for qualifying exigency leave should be submitted using the same procedures as a request for other leave under FMLA but should be submitted as soon as practically possible.

CERTIFICATION REQUIREMENTS

For regular FMLA leave an employee is required to certify that the medical leave of absence is for a serious health condition for the employee or a family member. A written certification by a Physician or Practitioner must be provided. This information should be submitted at the time the leave is requested or within 15 calendar days. Failure to provide necessary certification may result in denial of the leave requested.

For military caregiver leave under FMLA, an employee is required to provide certification of the serious health condition and need for Military Caregiver Leave, setting forth, at a minimum: a statement of medical facts regarding the servicemember's health condition; information sufficient to establish that the servicemember is in need of care; a description of the care to be provided to the servicemember and an estimate of the leave needed to provide the care; and the relationship of the employee to the servicemember. This information should be submitted at the time the leave is requested or within 15 calendar days Failure to provide necessary certification may result in denial of the leave requested.

For qualifying exigency leave, an employee is required to provide a copy of the service member's active duty orders or other documentation supporting that the service member has been called to active duty in support of a contingency operation and the related dates of such duty. An employee will also be required to provide certification setting forth, at a minimum: the facts supporting the need for the leave; the approximate start date for the qualifying exigency; and the start and end dates for the leave. This information should be submitted at the time the leave is requested or within 15 calendar days. Failure to provide necessary certification may result in denial of the leave requested.

USE OF LEAVE TIME

For birth, adoption or foster care, the employee may substitute available paid leave, excluding sick, for the unpaid FMLA. When the paid leave is exhausted, the remainder of the 12 weeks of leave, if any, will be unpaid FMLA. For serious illnesses, the employee may substitute all available sick leave prior to using other types of paid available leave during the FMLA period.

Military caregiver leave may be taken only once and does not again become available with the start of a new FMLA year. An employee may not take more than a combined total of twenty-six workweeks of leave in any twelve (12) month period in which he or she chooses to use Military Caregiver Leave and other leave under FMLA.

Qualifying exigency leave, like leave for a serious health condition, is a FMLA-qualifying reason for which an eligible employee may use his or her entitlement for up to 12 weeks of FMLA leave each year. An eligible employee may take all 12 weeks of his or her FMLA leave entitlement as Qualifying Exigency Leave or the Employee may take a combination of 12 weeks of leave for both Qualifying Exigency Leave and regular FMLA Leave for a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule. FMLA leave may be taken intermittently whenever medically necessary with the Authority's consent. When intermittent leave is needed, the employee must try to schedule leave so as not to unduly disrupt the Authority's operations.

PERIOD OF LEAVE, USE OF SHORT TERM DISABILITY

If an employee uses Short Term Disability (STD) for a serious illness or for the birth of a child, the annual entitlement is the difference between STD leave and the 12 weeks FMLA leave. (i.e., if the STD paid leave is for 6 weeks and the employee elects additional unpaid leave, the employee would be entitled to 6 weeks under FMLA.)

PERIOD OF LEAVE MARRIED COUPLES

If a husband and wife are both employed by the Authority, they are permitted to take only a combined total of 12 weeks of leave during the year for:

- Birth of a son or daughter or to care for the child after birth;
- For placement of a son or daughter for adoption or foster care, or to care for the child after placement.

When a husband and wife both use a portion of the totaled allowed 12 weeks entitlement for any of the reasons stated previously, the husband and/or wife may use any remaining time under the FMLA for serious illness of a spouse, child, parent or their own serious illness.

BENEFITS DURING FMLA LEAVE

During FMLA leave, group health benefits will continue at the same level and under the same conditions that exist for covered employees actively working. The employee will be required to make the necessary premium payments for any required employee contribution. Payment is not received within 30 days of the date due, dependent insurance coverage will be terminated. Once terminated, the employee may elect to reinstate his or her dependent insurance coverage under COBRA. COBRA provisions require the employee to pay the entire cost for coverage.

While on FMLA leave, an employee is not entitled to accrue any additional leave time. Accrued credited service/seniority will continue as long as the employee is being paid with his/her available leave time. Once the paid leave time has been exhausted, credited service/seniority will be continued for a period of 30 calendar days. After the 30 days have expired, the employee will no longer accrue credited service/seniority. When the employee returns to work, the hire date will be adjusted to reflect the time taken in excess of the 30 days.

Employees must turn in any Authority own equipment and their badge while out on any type of long-term leave time. When employee returns to work it will be returned.

RETURN FROM FMLA LEAVE

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee will be required to submit to the Director of Administration, certification from the employee's health care provider stating that the employee is able to return to work.

Employees with questions about what is covered under this FMLA policy or any other questions concerning FMLA leave are encouraged to consult with the Director of Administration or designee.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

To provide guidelines to Authority employees participating in

political campaigns for elective offices.

Definitions

Authority Property - Any Authority owned property.

Employee - Authority employee.

Provisions

Nothing contained in this section shall be deemed to prohibit any public employee from expressing his opinions on any candidate or issue or from participating in any political campaign during his or her off-duty hours.

The provisions of State Statute and/or Federal Statute govern in these matters and employees are directed to conform.

Guidelines

Employees may not campaign, wear, or display any campaign material while on duty. Campaign material may not be displayed on or from his or her vehicle(s) while on Authority property. Bumper stickers on bumpers of privately owned vehicles are an exception.

Any employee may express an opinion on any candidate or issue, or may participate in any political campaign during off-duty hours provided such activity is not in conflict with any provision of State Statutes. Employees may not use their authority to make promises or in any way coerce an employee to support, oppose, or contribute to a political issue, candidate, or party.

Any employee receiving a request from any candidate for public office for information concerning Authority business, other than usually and readily available to any citizen, must advise the candidate to submit the request in writing to the Executive Director.

Each employee is encouraged to become fully informed on the issues of local, state, and national political campaigns and of candidates' qualifications for public offices sought.

Each employee, as a voter, is encouraged to vote in all elections.

Procedure

During a primary or general election, an employee who is registered to vote, whose hours of work do not allow sufficient time for voting is allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it is considered sufficient time for voting.

No employee may participate on behalf of, or in opposition to, the campaign of any candidate during the particular employee's work hours.

Any employee found violating any applicable provision of the State Statues is subject to disciplinary action by the Authority including possible dismissal and, additionally, any penalty provided for violation of a State Statute.

Any violation of this policy will be reported without undue delay to the Director of Administration or designee.

The Director of Administration or designee is responsible for initiating an investigation of an alleged violation and for submitting his or her findings to the Executive Director for appropriate action.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

To specify a policy for prevention of conflict of interest, acceptance of outside employment, and/or gratuities and divulgence of information. No employee shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with GARAA in violation of North Carolina General Statutes. Employees shall refrain from using any confidential information for personal gain or aiding another's personal gain in accordance with North Carolina General Statutes Section 14-234.1.

METHOD OF OPERATION

Gifts and Favors

No employee shall accept, or agree to accept, directly or indirectly, any favor, gift, loan, money, fee, service or other item of value in any form whatsoever from any entity, organization or individual if it is intended to reward or influence, or gives the appearance of rewarding or influencing the employee with respect to his or her employment. This policy is not intended to prevent an employee from accepting an award or recognition for meritorious or outstanding achievement for community or government service. Employees must avoid any relationship or activity that might impair, or appear to impair, their ability to make objective and fair decision when performing their jobs.

Outside Employment

No employee may accept outside employment or engage in any private business if the outside employment or private business interferes with the normal conduct of the employee's position. Employees may not perform any services for customers on nonworking time that are normally performed by the Authority. Employees are not authorized to use any company tools or equipment during nonworking time without approval from the Executive Director.

Should an employee consider securing outside employment, the employee shall submit a formal written request to their immediate supervisor for approval. Such request must include the potential employer's name, address, and describe the duties and hours of employment.

Divulgence of Confidential Information

No employee shall furnish any information that was obtained as a result of employment with the Authority to gain personal advantage for himself or herself or another. This must not be construed to limit, hinder, or prevent the divulgence or use of information in the performance of official duties, but will prohibit the use of or provision of information that would place the employee or the recipient in a vantage position over the general public, thereby constituting a violation of public trust. Employees

shall, during both working and nonworking hours, act in a manner which will inspire trust in their integrity, impartiality and devotion to the best interests of the company, their fellow employees, customers, vendors and contractors. Employees shall not discuss confidential work issues outside of the workplace.

Interest in
Contract with
AuthorityEmployees of the
Authority;
Employees of
Boards,
Commissions,
and Agencies;
Members of
Boards

No employee of the Authority or member of any board, commission, or agency of the Authority may be directly or indirectly employed by any person, firm, or corporation, nor be directly or indirectly interested in any firm or corporation having, or proposing to have any contractual relation with or rendering, or proposing to render for any consideration, services to the Authority or any department, board, or agency thereof, when the approval, concurrence, decision, recommendation, or advice of the employee or Board member may be sought, obtained, or required in any connection with contract service.

No person, firm, or corporation, having or proposing to have any contractual relationship with, or rendering or proposing to render any consideration, services to the Authority or any department, board, or agency thereof, may employ or have as an interested party, directly or indirectly, any employee of the Authority, Board member of any board of the Authority, or employee of any board, commission, or agency of the Authority, when the approval, concurrence, decision, recommendation or advice of such employee or Board member may be sought, obtained, or required in connection with such contract or service.

No person, firm, or corporation may be deemed to be proposing to have a contractual relationship with the Authority or be proposing to render services to the Authority unless such person, firm, or corporation may submit a bid to the Authority for any Authority contract, may make a contractual offer to the Authority, or may request the Authority to consider entering a contractual relationship with the person, firm, or corporation.

Discipline

Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees should consult the Director of Administration for clarification.

Violation of any provision of this procedure by an Authority employee or a family member of an Authority employee is sufficient cause for immediate termination of the employee. APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

To define a policy concerning employment and/or placement of relatives of Authority employees, and of Authority contractual service employees.

METHOD OF OPERATION

Directives

The intent of this provision is to ensure that employment and/or placement practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer.

 No relative of an Airport Authority employee may be appointed, employed or retained unless the Authority has deemed it in the best interest of the Airport Authority.

If, while employed by the Airport Authority, individuals become related by marriage, or adoption the following policy shall apply:

- If neither individual has direct supervision over the other, both employees may retain their positions.
- Should marriage or adoption occur between a supervisor and a subordinate employee:
 - one of the employees will be required to resign.
 - if there is an open Authority position and both employees would not be reporting to the same supervisor, one of the employees may apply and go through the hiring process.
 The employee's qualifications would be considered for the position along with other qualified applicants.
- In the case of no open Authority position(s) or the employee's qualifications do not meet the job requirements, the decision as to which party is to be terminated is the decision of the Executive Director.
- If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform the Director of Administration of the relationship. The Authority reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

The purpose of this policy is to provide an uniform and objective system for classifying positions, and establish proper relationship levels of responsibilities and minimum qualifications to assure equal pay for equal work. This policy also identifies exempt and non-exempt positions from which levels/grades and position titles are established.

METHOD OF OPERATION

Definitions

<u>Exempt Positions</u>: Are generally managers, professional, administrative, or technical staff who are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. Exempt employees are not entitled to overtime payments.

Non-Exempt Positions: Are subject to the minimum wage and overtime provisions of FLSA and are typically paid on an hourly. Non-exempt employees are entitled to overtime payments after working a 40 hour work-week.

Based on the conditions of employment, employees of the Authority fall into the following categories:

- Full-time Employees who work the standard working hours of the Authority each week. Generally, they are eligible for the full benefit package, subject to the terms, conditions and limitations of each benefit program.
- Part-time Employees who are regularly scheduled to work less than the full-time schedule and a maximum of 1000 hours per year. Generally, they are eligible for some of the benefits offered by the Authority subject to the terms, conditions and limitations of each benefit program.
- Temporary employee Employees who are hired either full-time or part-time for a specified, limited period. They do not receive additional compensation or benefits provided by the Authority.
- Student Interns Student interns are not considered employees and must be at least 16 years old. They are engaged to work as part of the Authority's commitment to provide on-the-job training for students enrolled in

educational institutions who receive course credit for their work experience at the Airport. In most cases student interns will not receive compensation or benefits.

 Volunteers – Individuals who dedicate their time to assist the Authority staff in areas on an as needed basis. They are not considered employees and are not eligible for compensation or benefits and must be at least 16 years old.

Directives

The classification plan consists of:

- A. Grouping positions into classes so that each position class:
 - 1. Requires basically the same entry qualifications.
 - 2. Can be filled by substantially the same methods of selection.
 - 3. Is of comparable value and therefore deserves the same pay range.
- B. Written class specifications for each classification containing a statement describing the nature of the duties of the class, job qualifications and special requirements necessary.

Administration

The Director of Administration or designee shall have the responsibility for the administration and maintenance of the classification plan.

Job Classifications

The Executive Director, the applicable department director, along with the Director of Administration or designee shall establish and maintain a uniform classification plan applicable to all positions in the Authority, and shall be responsible for the overall coordination, review and maintenance of the plan.

The Director of Administration shall maintain a current job description for each authorized position for the Authority. The job shall include an accurate description of assigned duties and responsibilities listing the minimum qualifications for the position and other pertinent information concerning the position and shall serve as a record of the assignment of duties.

Each position shall have a written job description describing the characteristics of the position, examples of duties, the required minimum knowledge, skills, training, abilities, experience and any special qualifications necessary to perform the job. Job descriptions shall not be restrictive. The use of (or absence of) a

particular illustration of duties shall not be held to exclude or limit the Authority to assign other duties, which are similar and related to the work.

General

Requests for establishing new positions or reclassification of existing positions are made by the department director to the Director of Administration or designee. The classification plan identifies and categorizes titles for Authority positions.

The Director of Administration or designee considers the total job content of the position to be established, classified, or reclassified and rates the position based on the job description.

It is the responsibility of the requesting department to notify the Director of Administration or designee when funding for a new or additional position is approved by the Board action.

The budgetary process does not serve as a classification function. All unclassified positions, even those receiving budgetary approval, must be formally classified by the Director of Administration or designee. The department director and the Director of Administration or designee will resolve classification and reclassification issues.

Establishing New or Additional Positions

A proposed job description accompanies the request for a new position. The request is forwarded by the department director through the Director of Administration or designee for consideration of establishment of a new position and appropriate grade/level.

The request provides:

- · justification for request,
- position to be abolished, if applicable,
- classification and level of requested position as recommended by the department director,
- recommended salary in accordance with provisions of Section 213.00, Wage and Pay Plan,
- cost to fund salary and support items for balance of fiscal year,
- additional appropriation required for funding salary and support items for remainder of fiscal year,
- annual cost to fund position after current fiscal year,

any additional information to support request.

Action: Authority Board, Executive Director,

A request for a new or additional position is approved or disapproved by the Executive Director, or designee following recommendation by the Director of the requesting department and the Director of Administration or designee.

Administration

Funds are specifically authorized by the Board prior to hiring action.

Upon Authority Board approval of funding and hiring of position, the Director of Administration or designee makes the necessary adjustments to the appropriate documents.

Implementation Process

A new position will not be added without a written document from the Director of Administration or designee stating classification approval, and availability of funding from the Director of Finance and Accounting. Upon written notification of the approved action and the funding availability in the appropriate cost center, the Director of Administration or designee will post the job announcements for new positions.

Classification or Reclassification of a Position

The Director of Administration or designee will evaluate the total job content of a position to be reclassified. If consensus is obtained to reclassify the position, the Director of Administration or designee will submit recommendation to the Executive Director, or designee for approval of reclassification.

When a position is reclassified, the Director of Administration or designee notifies the requesting department director of reclassification results.

Should the action be approved and the position reclassified to a higher level, the employee receives a six percent (6%) salary increase, or the minimum of the level of the new position, whichever is greater. Salary must not exceed the maximum of the new level.

Note: The reclassification process is not used in lieu of a merit increase for an employee.

An employee reclassified during the year is still eligible for a merit increase consideration when applicable.

Reclassification to a Lower Level

When an action results in the employee moving to a lower level, notification is given to the Director of Administration or designee and every effort is made to maintain the employee's current salary. However, the salary cannot exceed the maximum of the new salary level. Whereas, if the employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position.

Implementation Process

Upon written notification of the approved action, the funding availability in the appropriate cost center, and a change in status form from the affected department director, the Director of Administration or designee will process the change to the employee's classification and/or salary and will amend the personnel records accordingly.

Other Position Changes

The change will be effective the first pay period following the approving action.

Requests to delete an existing position in a department, or exchange an existing position for a lower level/grade position within the Classification Plan may be made by a department director to the Director of Administration or designee. Justification for the action must accompany the request. The Director of Administration or designee and the Director of the involved department must concur on the recommendation. Final approval will be obtained from the Executive Director, or designee.

The Director of Administration or designee notifies the requesting department of the position change decision, and makes the appropriate adjustment to reflect the total authorized positions for each department.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009 April 19, 2004

The Greater Asheville Regional Airport Authority is an Equal Employment Opportunity Employer. The Authority believes that hiring qualified individuals to fill positions contributes to the Authority's overall strategic success. In hiring the most qualified candidates for positions, each employee, while employed, is hired to make significant contributions to the Authority. Applicants are recruited on the basis of job requirements.

Recruitment of candidates for open positions will be done in a manner to assure all segments of the public have the opportunity to apply, and be considered for such positions. The Director of Administration or designee is responsible for placing all recruitment advertising.

For the purpose of encouraging upward mobility among employees, lesser-qualified applicants may be recruited and placed on trainee status. The Executive Director, prior to appointment of an employee, must approve training programs.

All job announcements shall indicate the Authority is an Equal Employment Opportunity Employer.

Positions for the Department of Public Safety shall conform to state Requirements and Qualifications established by the North Carolina Justice and Training Council.

METHOD OF OPERATION

Directives

No individual shall be denied the right of filing an application or submitting a resume for employment in any open position for the Authority. All applicants for positions shall file a written application on a form prescribed by the Authority. All applications shall be signed by the applicant attesting to the truth of all statements contained in the application form.

All positions require a background check and a signed authorization form must be submitted with the application.

The Authority may reject any application, or applicant, when the following has been determined:

- a. The application was not received on or before the closing date established for receiving applications.
- b. The applicant lacks any of the required qualifications set forth in the announcement.

- c. The applicant falsified or failed to complete the application form.
- d. The applicant has been convicted of a felony which was related to the employment sought.
- e. The applicant was previously employed by the Airport Authority and was dismissed for cause or resigned not in good standing.
- f. The applicant fails to pass pre-employment drug testing.
- g. The applicant fails to pass intensive background check.

Examination Methods

All examinations shall be designed to fairly and impartially measure the fitness, aptitudes, skills, knowledge, abilities or other job-related qualifications of the applicant to properly and efficiently perform the duties of the position to be filled. The Director of Administration or designee will receive and screen applications and resumes and forward to the hiring and/or supervisor and/or department director for review. interviews are generally conducted by the Director of Administration or designee and the hiring supervisor and/or department director. Team interviews may be conducted as needed for some positions. A structured interview process will apply in both cases. Interview questions should be compiled by the hiring supervisor and/or department director and reviewed by the Director of Administration or designee. supervisor and/or department director has ultimate responsibility for making a hiring decision. All applications and resumes of applicants will be kept by the Director of Administration for appropriate retention.

- a. Evaluations shall be announced and conducted in the following manner:
 - Open competitive examinations which shall be public, competitive and open to any person who may lawfully be hired, provided they meet the announced minimum qualifications established for the position.
 - Internal competitive examinations in which competition may be restricted to employees in the service of the Authority who meet the minimum qualifications of the position or may be willing to accept the position as a trainee.

- b. The methods utilized to examine applicants may consist of any, all, or a combination of the following:
 - Evaluation and comparison of training and experience to the minimum qualification requirements of the position.
 - Oral interviews.
 - Practical written tests.
 - Performance or skill test.
 - Agility test.
 - Background checks.
 - Other criteria, which have been determined fair and impartial measure of an applicant's merit and fitness to perform the duties.

Employee Processing

Post-offer pre-employment drug testing and a background investigation will be arranged only after a job offer has been made and accepted.

After completion of employment process, the Director of Administration or designee will notify the Finance Department of start date, classification (exempt or non-exempt), hourly wage and/or salary.

The applicant will be notified by the Director of Administration or designee of the date, time and location for New Hire On-Boarding. Time spent in orientation is considered paid time.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 1009, April 19, 2004

All employees shall serve an introductory period.

Any introductory period gives the employee an initial period of adjustment in order to learn about the Authority and about his or her position. During this time the employee will have an opportunity to see if he or she is suited for the position. This introduction period also shall be considered an integral part of the examination process and shall be utilized for evaluation of an employee's performance and adaptability to the position, and for separating from employment any employee who does not meet the Authority's expectation.

METHOD OF OPERATION

Directives

The duration of the introductory period shall be for a minimum of three (3) months of continuous, uninterrupted service from the original start date. During this time the new employee will be provided with training and guidance from his or her supervisor and/or department director. The new employee may be terminated at any time during this period if it is concluded that they are not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with the Authority, employment is not for any specific time and may be terminated at will.

Employees whose classifications are covered by a contract approved by the Authority shall serve an introductory period in accordance with the terms of the agreement.

Dismissal During Introductory Period

At any time during any introductory period, the Executive Director may remove an employee when deemed to be in the best interest of the Authority. Upon such removal, the employee shall be furnished written notification and, whenever possible, be given advanced written notice of termination.

An employee does not have the right of appeal during the introductory period.

Extension Of Introductory Period

A member of management, for good reason, may extend an employee's introductory period for a period not exceeding three (3) additional months. Any extension should be in writing, with notice being furnished to the employee. Such notice shall state the reason for the extension and what corrections are required of the employee for attaining regular appointment.

Release From Introductory Period

Release from the introductory period and appointment to an established position are not automatic.

Release from the introductory period requires an average or above average performance evaluation in each category of the performance evaluation and no documented evidence of disciplinary action. Any employee having a rating of below satisfactory will have the introductory period extended or will be released. Any employee not meeting an average or above average at the conclusion of an extended introductory period will be terminated.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2014 April 19, 2004

The Greater Asheville Regional Airport Authority desires to maintain a Pay Structure competitive with similar local government jurisdictions in Western North Carolina.

The Executive Director will make recommendations from time to time for amendments to the Pay Structure, when changes in responsibilities of work, economic conditions, prevailing wage rates, financial conditions or other economic considerations indicate a need for such action.

METHOD OF OPERATION

Description of Plan

The Pay Structure is a system in which Authority positions are assigned pay levels based on the job duties and responsibilities, the level of work required, and the job value to the Authority. Rates within each level are determined by the job market and labor trends.

The Pay Structure consists of Levels 1 through 10, each level having a minimum, mid-point, and maximum salary.

Employees are not hired at a pay rate below the established minimum level for that position. Exceptions are trainee, intern/co-op employees, and temporary employees.

A request for a starting salary above the minimum level is submitted, with justification in writing, to the Director of Administration or designee for action.

The following guidelines are applied when submitting a request:

- The starting salary for exempt positions will not exceed midpoint of established salary level without the Executive Director's approval.
- The starting salary for non-exempt positions will not exceed the first quartile of the established salary level without the Executive Director's approval.
- Salary increases from minimum rate are accomplished by merit increase, adjustments for salary inequities, promotions, or reclassifications, according to policy. The Director of Administration, with the approval of the Executive Director, has the authority to correct salary inequities.

The Director of Administration is responsible for the administration of the Pay Structure. The Director of

Administration or designee reviews the Pay Structure at least annually, and establishes a time frame to consider changes during the budget process. The Director of Administration or designee then presents recommendations to the Executive Director for submission to the Authority in order to maintain a competitive Pay Structure.

Administration of Plan

In the administration of the Pay Structure, the Director of Administration is responsible for:

- adjusting (with the approval of the Executive Director) salaries to correct demonstrated inequities,
- ensuring that employee salaries are not changed without department director's approval and/or notification.
 Department directors are responsible for insuring that funds are available in the appropriate account for salary adjustments,
- evaluating, revising, and updating changes in salary structure that affect the wage and salary system of positions, based on the local job market and labor trends,
- recommending changes in the Pay Structure to the Executive Director for Board consideration.

The Executive Director and other employees that are contract employees shall be employed and paid in accordance to their contract and/or as approved by the Authority.

All persons shall be employed and paid in accordance with the rates established in the Pay Structure for the classification to which the appointment is made.

The Director of Administration shall have the responsibility for day-to-day administration of the Pay Structure, to include confirming that all hiring rates, salary adjustments, and other payroll changes are in accordance with the policy.

New Appointment Starting Rates

Appointments below the normal hiring range may be offered when the candidate is hired as a trainee, intern or student worker.

If a candidate's training, experience or other qualifications are directly related to and substantially exceed the minimum requirements of the position; and the candidate is unwilling to accept a salary in the normal hiring pay range; and there are no other eligible candidates with comparable qualifications; the Executive Director may approve appointment at a rate not to

exceed twenty (20%) percent above the normal hiring pay range.

Salary Increase

An employee may receive a salary increase by means of a cost of living adjustment (COLA), merit increase, pay grade adjustment, special pay adjustment, promotion or reclassification.

Cost of Living Adjustment

The economy performance, or cost of living adjustment, is to be set by the Authority pursuant to applicable economic indicators, trends by public and private employers in Buncombe County and surrounding areas, and fiscal restraints established by budget adoption.

When a cost of living adjustment is implemented, the pay ranges will be adjusted accordingly.

Merit Increases

The purpose of these increases is to recognize those employees who meet or exceed their job standards over a specified period of time. Merit increases are not automatic but are earned and based upon documented evidence that an employee has met or exceeded a satisfactory level of performance during the rating period. Such evidence must be documented by a written employee performance evaluation.

- 1. An employee will become eligible for consideration of a merit increase upon completing a minimum of 12 months of service to the Authority.
- 2. The Executive Director or designee shall determine the amount and awarding of merit increases.

The amount of any merit pay awarded shall be based on each employee's performance evaluation and shall not exceed the limits prescribed by the Authority for the fiscal year.

Performance evaluations are not subject to the grievance procedure.

Employees at the maximum of pay range are not entitled to receive a merit increase.

Longevity

Full-time and part-time employees receive an annual longevity payment based on years of continuous service. Service is calculated from the latest date of employment. In the event there is a break in service, the last date of employment is used.

To be eligible for the longevity bonus (50% for part-time employees), the employee must complete the specified number of years of service. The following schedule of payment is used

and is based on the annual salary of the employee:

• 5-9 years 2.0

The bonus payment is made by direct deposit in a lump sum each year, in the pay period following the anniversary date. Federal and State Income Tax and Social Security tax deductions are applicable.

This bonus continues accordingly to retirement or resignation date. The Authority has the right to discontinue the benefit at any time.

Pay Upon Promotion

Upon promotion, a fully qualified employee shall have his or her salary increased to at least the minimum of the normal hiring pay range of the classification to which the promotion is made or, at the Executive Director's, or designee discretion, up to the midpoint of the salary pay range. The employee would not receive a merit increase if the promotion date is within 4 months of the end of the Fiscal Year.

Upon promotion to a trainee, an employee shall have his or her salary adjusted to a rate below the minimum of the classification based on the degree of the employee's training, experience and other qualifications are below the minimum requirements of the class, unless the employee's rate of pay is already at or above the normal hiring pay range.

The date the employee achieves the minimum of the pay range under a training schedule shall determine the anniversary date for the employee while he/she remains in that pay range.

Special Adjustments

Should unusual conditions arise which would justify a pay increase not provided elsewhere in these rules, The Executive Director is authorized to approve the pay adjustment.

Overtime Pay

Overtime pay refers to compensation paid for work performed in excess of the normal 40-hour workweek for non-Public Safety employees. Employees in non-exempt positions are to be paid an overtime rate of one and one-half times regular pay for all hours worked in excess of the standard (40-hours) work week for non-Public Safety employees. Public Safety Officers, Lieutenants and Firefighters will receive an overtime rate of one and one-half times regular pay for all hours worked over 171

hours during a 28-day period. This provision is for full-time, non-exempt positions only.

Overtime work will be performed only with prior approval of the responsible supervisor and/or department director, Deputy Executive Director, Development and Operations or Executive Director. Overtime is to be used only to meet essential operational requirements.

For purposes of computing overtime, holidays shall be counted as hours worked provided the employee completes the regular workweek. Annual leave, sick leave, FMLA leave, PTO, jury duty and other such absences from work will not be counted as time worked for overtime computations.

Call Back

An employee who is "Called Back" to work for a Call Back situation, outside his or her regularly scheduled hours, shall be paid, from the time they arrive on site, a minimum of two (2) hours.

Pay in Lieu of Notice

When determined to be in the best interest of the Authority, the Executive Director may authorize pay in lieu of notice to an employee being dismissed or resigning.

Employees who have obtained regular status may be authorized up to two (2) week's pay in lieu of notice. Employees who have not completed an original introductory period may be authorized up to one (1) week pay in lieu of notice. At the sole discretion of the Executive Director, amounts in excess of two weeks may be authorized.

Pay Upon Termination

Employees terminating employment from the Greater Asheville Regional Airport Authority will normally receive their final paycheck on the next regularly scheduled payday following the date of termination. Final paychecks shall include any unused annual leave balance earned by the employee as of the date of termination. In addition, all employees who properly resign, are laid off, or otherwise separate from the Authority in good standing shall be entitled to be paid for thirty-three (33%) percent of any unused sick leave balance earned by them not to exceed 240 hours. The Finance Department will issue a final paycheck in advance of a scheduled payday only as authorized by the Executive Director. Employees must return any and all items that are Authority owned. If items are not returned, costs will be deducted from employee's final paycheck.

Wages Due Deceased

In the event of an employee's death, the designated beneficiary will normally receive the employee's final paycheck on the next regularly scheduled payday following the date of death. Final paychecks shall include any unused annual leave balance earned by the employee as of the date of death. In addition, the beneficiary will receive thirty-three (33%) percent of up to 240 hours of earned, but unused sick leave. The Finance Department will issue a final paycheck in advance of a scheduled payday only as authorized by the Executive Director. If no beneficiary has been designated, payment may be made in accordance with North Carolina Law.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, December 11, 2006 &

April 19, 2004

To recognize pre-approved professional certifications obtained by employees when these certifications are of benefit to the Authority. This incentive pay will be awarded annually and will require proof of certification. This incentive pay program is open to all full time employees of the Authority and will be subject to the review and approval of the Executive Director. Incentive pay will be awarded within the first two week pay cycle in December of each year.

Application Procedure

To be considered to participate in the Authority's Certification Pay program the employee must submit a letter requesting approval. This must be submitted to the Director of Administration prior to enrolling into the course. Using established criteria for each department, the Director of Administration or designee determines if the application qualifies for the incentive pay. All certification requests must be approved by the Executive Director or designee.

NOTE: The Authority does not provide incentive pay for any course begun prior to the date of approval by the Executive Director. Courses must be successfully completed and passed.

Incentive pay may be limited subject to availability of funds and the number of participants in the program. This program may be amended or discontinued at any time.

Eligibility

Certifications that are required in order to perform the basic functions of one's job duties should not qualify for incentive pay. These include certifications that are required for position with qualifications that are regulated under any federal, state or local regulation, and/or identified in the official job description for that position.

Senior staff members shall not be considered eligible for incentive pay for voluntary or required certifications that are associated with their field, that are issued by any national, regional or local organization. These employees should be expected to seek such personal development on their own, or in conjunction with approved budgeted funds.

Any advanced certification for which an employee wishes to be considered eligible for an incentive pay, is required to be approved in writing in advance of the employee undertaking any of the requirements to pursue the certification. In order for the certification to be considered eligible, it should be one which has direct benefit to the Authority, the employees work, and/or the base of knowledge they will have which will improve their value to the Authority.

Proposed Practice

Following are general proposed practices:

- Employees should not receive incentive pay for certifications funded by the Authority.
- Employees should not receive incentive pay for certifications required as a condition of employment, and/or needed in order to perform their job functions.
- Only certifications considered beneficial to the Authority should be eligible for incentive pay.
- Employees who obtain advanced certifications that do not require on-going education or training to maintain, should receive a one-time only incentive pay rather than an ongoing annual payment.
- Employees who obtain an advanced certification that requires on-going education or training in order to maintain, should be eligible for an annual incentive, unless the Authority funded the on-going education or training in any given year.

Agreement and Reimbursement

All approved certifications which are eligible for incentive pay, will be paid at the end of that calendar year. Incentive pay will be pro-rated when certifications are received with less than a calendar year to use the certification. The employee must be employed at the end of the year to receive any incentive pay.

Incentive pay will be awarded at \$500.00 per approved certification, with a cap of \$1,500.00 per year.

Proof of certifications will be kept in the employee's personnel file.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To establish a policy for addressing promotions or demotions of Authority employees.

METHOD OF OPERATION

Promotions

Promotions are granted in special cases where performance level justifies upward movement. This promotion must be demonstrated to be in the best interest of the Authority. A recently completed performance evaluation shall accompany the request and be submitted to the Director of Administration or designee. Written justification shall include:

- An explanation of the applicant's qualifications as compared to the job requirements.
- An explanation as to why the competitive process is not considered beneficial to the Authority.
- Employees shall not be eligible for merit promotion but shall be eligible for competitive promotion during the introductory period.

Upon promotion, a fully qualified employee shall have his or her salary increased to at least the minimum of the normal hiring pay range of the classification to which the promotion is made or, at the Executive Director's, or designee discretion, up to the midpoint of the salary pay range. The employee would not receive a merit increase if the promotion date is within 4 months of the end of the Fiscal Year.

Demotions

A demotion is a change in class and skill level, which results in the employee falling into a lower pay range. Whereas, if the employee's current salary is above the salary maximum of the new position, the employee's salary will be reduced to at least the maximum level of the new position. This occurs when an employee is unable to satisfactorily perform the duties of the position in which he or she is employed. A demotion may be used within the disciplinary process.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To establish the Authority's attendance policy to ensure regular attendance and punctuality. These are important elements in the Authority's efforts to maintain high levels of productivity and achieve the Authority's goals.

METHOD OF OPERATION

General

Occasionally, it is necessary to be absent from work due to illness or circumstances beyond the employees control. When an employee has an unscheduled absence from work, the employee must notify their direct supervisor or department director. If the supervisor and/or department director is not available, the employee must leave a voice mail message and then contact the Director of Administration. It is the employee's responsibility to call in at least one (1) hour before their schedule start time. If the employee is unable to contact the supervisor and/or department director, have an immediate family member do so. If the employee is absent for three (3) or more days due to an illness, the employee may be required to present a doctor's release to return to work. The note must be turned in to the Director of Administration upon return to work. An employee must keep their supervisor and/or department director informed every day as to when their expected return will be.

Employees are expected to report for work at their schedule time. Tardiness for non-exempt employees will be reviewed and a decision will be made if an attendance occurrence is applicable. If you cannot report to work as scheduled, an employee must notify the employee's supervisor and/or department director one-half ($\frac{1}{2}$) hour before your scheduled start time.

Adverse Weather

It is the responsibility of the employee to make a good faith effort to come to work during times that adverse weather or other conditions of a serious nature exists. However, if the employee decides he or she cannot safely make it to work; he/she must use the same procedure as above in contacting the supervisor and/or department director. Any work time missed due to adverse weather should be counted as vacation or sick leave. In the event the Executive Director or designee closes the office for non-essential employees, leave time would not be necessary.

Guidelines

Following is a guideline to provide structure and support for the Authority's management and employees to address attendance issues. It is expected that management will apply common sense and exercise reasonable discretion to consider all relevant circumstances when applying this guideline.

For questions in dealing with the attendance policy, partner with the Director of Administration.

- Absences due to illnesses or injuries which qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance occurrence. These incidences must be reviewed and approved by the Director of Administration or designee. Medical documentation within the guidelines of the FMLA may be required in these instances.
- Prescheduled and approved times away from work using accrued vacation, holiday, leave time and/or sick time are not considered occurrences for this purpose. All requests for prescheduled time away from work must be requested by completing an Intended Leave Form and submitted to the Finance Department at least 48 hours prior to the requested leave date.
- An absence of multiple days due to the same illness, injury or other incident will be counted as one occurrence.
- An unscheduled absence on a normal workday is one occurrence.
- An unscheduled tardy, is one-half occurrence.
- No Call/No Show not reporting to work and not calling to report the absence is a no call/no show and will be counted as 5 occurrences.

Unscheduled absences are counted in a rolling 12 month period. The Authority will measure the 12 month period as a rolling 12 month period beginning the first day an employee receives an unscheduled absence.

Discipline

When an employee receives five (5) unscheduled absences, he/she will receive a verbal coaching. This should serve as an "alert mechanism". The coaching is delivered by the employee's direct supervisor and/or department director, notifying the employee that he/she is in violation of the attendance policy and that additional unscheduled absences may result in further disciplinary action. A written account including the date and nature of the verbal coaching would be documented on the Performance Discussion Tracking Form for the department's reference. An employee will be advised when a verbal coaching is being made.

A total of eight (8) unscheduled absences, the employee would receive a written counseling delivered by the employee's direct supervisor and/or department director, notifying the employee that he/she is in violation of the attendance policy and that additional unscheduled absences may result in further disciplinary action up to and including termination.

A total of 12 unscheduled absences, the employee would receive a written final counseling delivered by the employee's direct supervisor and/or department director, notifying the employee that he/she is in violation of the attendance policy and that additional unscheduled absences may result in further disciplinary action up to and including termination. Any unscheduled absences over 12 in a rolling 12 month period may be cause for termination of employment.

Any no call/no show lasting three (3) days is considered job abandonment and could result in immediate termination of employment.

Procedures

It is the responsibility of the Director of Administration to monitor and maintain a record of attendance for the Authority staff. Management reserves the right to use its discretion in applying this policy under special or unique circumstances.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

April 20, 2012, March 13, 2009, April 19, 2004

To establish a dress code policy for the Authority employees.

METHOD OF OPERATION

General

Greater Asheville Regional Airport Authority considers it very important that employees are well groomed, neat, and dress appropriately for their job function. While the Authority trusts that each employee will show common sense and good judgment, a dress code must be followed that is appropriate to the work environment. The Authority has adopted a casual business dress code, but emphasizes that some positions and/or meetings may call for more professional attire. Uniforms are required for certain positions and are provided by the Authority. Appropriate dress and hygiene are important in promoting a positive Authority image to our customers, both internally and externally. The Authority stresses a Casual Business Dress Code Policy is a benefit and must be adhered to in order to be retained. Following are some guideline for the dress code policy:

- Keep your workday schedule into account when you are dressing. Choose business casual clothing that communicates professionalism.
- Casual business attire for men includes, but is not limited to: slacks, khakis, sport shirts, polo and cotton shirts, golf shirts, Authority Logo wear, dress shoes, loafers, boots and boat/deck shoes.
- Casual business attire for women includes, but is not limited to: slacks, khakis, skirts, dresses, (skirts and dresses must be a professional length) suits, dress capris, blouses, shirts (can be sleeveless if conservative), knit shirts with or without collar, Authority Logo wear, dress shoes with or without heel, slides, open toed/open back shoes, boots, and dress sandals.
- Each employee is expected to be clean and neat at all times including clean clothes, shoes, body, nails, teeth and hair.
 Facial hair must be trimmed and shaped.
- Employees should not wear heavily scented perfumes, colognes, or after-shaves that could be considered offensive to others.

- Jewelry and accessories may be worn in moderation. An employee may be required to remove excess jewelry and/or cover tattoos or piercings if they pose a conflict with the job or work environment. Factors used to determine whether jewelry, tattoos, or piercings are in conflict include, but are not limited to:
 - · Safety of self or others
 - Productivity or performance of tasks
 - Perceived offensive on the basis of race, sex, religion, or any similar concern
 - Complaints from the public or interested third parties
- The NOT ACCEPTABLE list (on any day) includes: clothing with profanity, sexually suggestive pictures/slogans, sweatpants, yoga pants, athletic attire, cargo or sport-type capris or pants, shorts, t-shirts, flip-flops, crop tops, midriffs tops, spaghetti straps and tank tops. All clothing must be clean, free of rips, tears, fraying and may not be excessively tight or revealing.

Directives

The Executive Director or designee may make exceptions of the dress code policy on special occasions or days. Due to a business necessity, a department director may modify their department's dress code. All modifications must still maintain the appropriate casual business attire and be approved by the Director of Administration or the Executive Director before implementation. Department directors and/or supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility. This includes counseling employees whose appearance is inappropriate. Questions concerning this policy or what is or is not appropriate should be addressed with the Director of Administration. Employees whose appearance does not meet these standards will be counseled by his or her department director or supervisor. If the appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to correct the problem. Employees will not be compensated for any work time missed because of failure to comply with this policy. Repeated disregard for this dress code policy may result in disciplinary action up to and including termination of employment.

Deleted: ¶

Organizational	Policy	and	Procedure
Dress Code			

Section 215.01 Human Resources

APPROVAL AND UPDATE HISTORY

Approval
Supersedes

October 6, 2017, October 10, 2014, March 13, 2009

Deleted: October 6, 2017¶

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To grant eligible employees an annual vacation period.

METHOD OF OPERATION

Directives

All full-time employees shall be entitled to earn annual leave with pay.

Annual leave for full-time employees shall be earned in accordance with the following schedule:

Years of Employment	Hours Per Year
First through Fifth Sixth through Tenth Eleventh through Fifteenth	96 120 144
Sixteenth and over	160

<u>All employees must take 40 hours (48 hours for DPS employees) of their earned annual leave time in each calendar year. Employees are encouraged to take 40 continuous hours to mentally recharge.</u> New employees will have one year to earn annual leave before this applies.

There may be departments that are required to take 40 continuous hours for business related reasons.

In the event there is a separation of service, the employee upon reinstatement or re-employment will begin earning benefits as a new employee, unless employee is re-employed within one year.

Annual leave may not be used until after completion of the three (3) month introductory period without the approval of the Executive Director. Employees who terminate during their original introductory period shall not be eligible for payment of unused annual leave.

Employees who are on Workers' Compensation leave or leave under Section 215.06 of these Policies and Procedures shall not accrue vacation when such leave extends 30 days or longer.

If a paid holiday occurs while an employee is on approved annual leave, that day will not be charged against annual leave.

Deleted: Effective January 1, 2014, and within 12 months of the implementation of this policy, all e

Deleted: continuous hours

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For employees who accrue Professional Leave; Annual Leave and Professional Leave cannot be combined to meet the 40 continuous hours.¶

Employee Hire Date	Annual Leave Accrual Maximum Allowed	Excess Leave Guidelines
<u>On or before</u> 6-30-2021	480 total hours	Hours accrued above maximum of 480 must be used within the calendar year it was earned. Unused excess hours will be forfeited at the end of the calendar year in which they were accrued unless the organization prevented the employee from utilizing such leave. See details below regarding excess hours payouts.
<u>On or after</u> 7-1-2021	240 total hours	Hours accrued above maximum of 240 must be used within the calendar year it was earned. Unused excess hours will be forfeited at the end of the calendar year in which they were accrued unless the organization prevented the employee from utilizing such leave. See details below regarding excess hours payouts.

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Excess Hours Payout

Hours in excess of the applicable maximum will be forfeited unless it is determined that the organization prevented the employee from utilizing such leave. Any excess above the applicable maximum hours shall be paid during the first pay period of the new calendar year where the employer has prevented the employee from utilizing such leave. All such payments are subject to the approval of the Executive Director, or designee.

Employees who resign, are laid off, or otherwise separated from the Authority, shall be entitled to be paid for any unused annual leave balance earned by them as of the date of termination not to exceed the maximum accumulation number based on their date of hire.

Deleted: Annual leave in excess of 480 hours must be used within the

Deleted: anniversary year that it is earned.

Deleted: Hours in excess of 480 will be forfeited unless it is determined that the employee was prevented from utilizing such leave. Any excess above 480 hours shall be ¶ paid during the first pay period of the new calendar year where the employer has prevented the employee from utilizing such leave. All such payments are subject to the approval of the Executive Director, or designee.

Request for Annual Leave

Requests for annual leave shall be made in the E-Suite Employee Portal, which will be submitted to the department director for approval.

The department director and/or the Executive Director may disapprove requests for leave.

Deleted: Employees who resign, are laid off, or otherwise separate from the Authority, shall be entitled to be paid for any unused annual leave balance earned by them as of the date of termination not to exceed 480 hours.

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Human Resources Policies and Procedures Annual Leave

Section 215.02

Vacations will be scheduled in such a manner as to not <u>disrupt the</u> normal operations of the department.

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Annual Leave Buy Down Program

This program allows employees to elect, one time within a 12 month period, to be paid for some of their accrued annual leave. No proof of financial hardship is required to participate in this program. This program is inclusive of financial hardships that may occur annually.

Employees must have a minimum balance of 80 hours (84 hours for DPS) accrued annual leave after buy down.

Request for payment must be in writing and submitted on the Annual Leave Buy Down Program Form to the Finance Department. Checks will be issued on Friday within two weeks from the date of the request.

APPROVAL AND UPDATE HISTORY

Approval

Supersedes

November 1, 2014, December 13, 2013, March 13, 2009, April 19, 2004

Deleted: October 10, 2014, Effective November 1,

To establish a sick leave policy for employees.

Directives

Employees entitled to earn annual benefits under this policy shall also be entitled to earn sick leave as provided herein.

Full-time employees shall earn 12 days sick leave per year.

Sick leave as earned may be carried forward and accumulated with no limit.

Sick leave may not be used until after completion of the three (3) month introductory period, without the approval of the Executive Director, or designee. Any employee not meeting an average or above average at the conclusion of an extended introductory period will be terminated. Employees who terminate during their introductory period shall not be eligible for payment of unused sick leave.

All employees who properly resign, are laid off, or otherwise separate from the Authority in good standing (as defined in the Employee Termination Process Policy) shall be entitled to be paid for thirty-three (33%) percent of up to 240 hours of earned, but unused sick leave.

Employees who do not separate in good standing (as defined in the Employee Termination Process Policy) shall not be eligible for payment of earned, but unused sick leave and in the event of such separation, all earned, but unused sick leave is forfeited by the employee.

Sick leave shall not be earned while an employee is in a non-pay status (e.g. while and employee is out on Workers Compensation leave) of 30 days or longer. For example, employees who are disabled as a result of an injury arising out of and in the course of employment, compensable under the Workers' Compensation Law or on leave under section 215.06 of the Policies and Procedures, shall not earn sick leave benefits when such leave extends 30 days or longer.

Use of Sick Leave

Paid sick leave may be taken for the following reasons:

1. The employee's personal illness, injury or exposure to a contagious disease, which could endanger others.

- 2. The illness of a member of the family, which requires the personal care, and attention of the employee. This would include parent, spouse, child, brother, sister, stepfather, stepmother, stepson, stepdaughter, grandparent or grandchild of the employee or his or her spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- 3. Medical appointments for employee or their family member as stated above.

Employees may be required to seek a doctor's consultation for any prolonged illness requiring the employee to be absent for three or more consecutive days. If this is the case, a doctor's note releasing an employee back to work must be presented to the Director of Administration. Also, employees must contact the Director of Administration or designee to discuss the possibility of the employee's illness applying to FMLA under section 206.00 of these Policies and Procedures.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, October 10, 2008 &

April 19, 2004

To define a policy for employees called to Jury Duty.

METHOD OF OPERATION

Directives

Any full-time or part-time employee who is called for jury duty on a regularly scheduled workday, shall be granted time off with pay upon the presentation of a summons. The employee shall retain any fees received for jury duty.

Employees who attend court or participate in a related activity for only a portion of the workday are expected to report to their supervisor after being excused or released by the court.

An employee who appears in Court or participates in a related activity as a witness, plaintiff or defendant due to personal litigation or criminal charges, or whose appearance is voluntary shall be required to use annual leave or leave without pay for any such absence from work.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To provide a policy for leave with pay when a death occurs in an employee's immediate family.

METHOD OF OPERATION

Directives

Employee's bereaved by the death of a close relative are granted time off for such periods of time as follows:

- Up to 24 hours of scheduled work time for the death of a parent, spouse, child, brother, sister, stepfather, stepmother, stepson, stepdaughter, grandparent or grandchild of the employee or his or her spouse, mother-inlaw, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- Up to 8 hours of scheduled work time for the death of any other relative not included above.
- Up to four hours of scheduled work time to attend the funeral of an employee or retiree of the company.
- Full-time employees may be authorized up to 24 additional hours to be charged against the employee's accrued sick time, if needed.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To establish a policy concerning employee personal leave of absences.

METHOD OF OPERATION

Without Pay

Leave of Absence The Executive Director or designee upon written request by the employee may authorize a personal leave of absence for an unique or extraordinary reason that may not otherwise be covered under FMLA or other available leave policies.

> These requests will be considered on a case-by-case basis due to the Authority's limited staff available for coverage. If granted, during the leave of absence the employee's position will remain open and health insurance and other insurance benefits will continue at the same level and under the same conditions, for a period of 30 days. After 30 days, the employee will be responsible for full payment of all health insurance and other insurance premiums. Vacation and sick leave will not accrue during a personal leave of absence.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To establish a policy concerning observances of paid holidays.

METHOD OF OPERATION

Directives

All full-time employees are eligible to receive holiday pay for designated holidays. Full-time non-exempt employees who work the actual Authority established holiday, per this policy, will be paid one and one-half times regular pay. Part-time employees are not eligible for holiday pay. Part-time employees who work the actual Authority established holiday, per this policy, will be paid one and one-half times regular pay.

For full-time employees, paid time off for designated holidays shall be awarded for the day the holiday is observed which may not be the same day as the established holiday. Holidays falling on a Saturday will normally be observed on the preceding Friday. Those falling on Sunday will normally be observed on the following Monday.

Employees, who are on an approved paid leave at the time the holiday occurs, shall not have the hours of eligible holiday pay charged against accrued leave balances.

In order to be eligible for paid time off for designated holidays an employee must be in a paid employment status (e.g. not out on Worker's Compensation leave or leave under Section 215.06), or work the regularly scheduled workday immediately before or immediately after the holiday period. Any exceptions must be approved by the Director of Administration and Executive Director. Newly hired employees must have worked a regularly scheduled workday immediately before the holiday to be eligible for holiday pay. Terminating employees must work a regularly scheduled workday immediately following the holiday to be eligible for holiday pay.

Employees, with the exception of part-time employees, will be compensated for holidays on the basis of their regular straight time rate, not to exceed a normal workday. DPS rotating employees will not be compensated for holidays. Such employees shall receive Paid Time Off (PTO) as outlined in Section 215.08

HOLIDAYS

New Year's Day	January 1
Martin Luther King's Day	Third Monday in January
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday after Thanksgiving	Fourth Friday of November
Christmas Eve	December 24
Christmas Day	December 25

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, October 10, 2008 &

April 19, 2004

To provide Paid Time Off (PTO) to Non-Exempt.

METHOD OF OPERATION

Directives

DPS Employees

DPS employees, with the exception of DPS exempt employees, shall be granted 48 hours of time off during the calendar year, hereinafter referred to as "Paid Time Off (PTO)" in lieu of Holiday Pay as outlined under Section 215.07.

PTO shall accrue at the beginning of each month at the rate of four (4) hours per month.

DPS Part-Time Employees

DPS part-time employees shall be granted 24 hours of time off during the calendar year, hereinafter referred to as "Paid Time Off (PTO)" in lieu of Holiday Pay as outlined under Section 215.07.

PTO for DPS part-time employees shall accrue at the beginning of each month at the rate of two (2) hours per month.

DPS employees who work a holiday shall be paid straight time for the holiday hours worked.

PTO for all DPS employees may be taken in a minimum of two (2) hour increments. PTO shall not accrue from year to year and must be taken by March $31^{\rm st}$ of the following year, or it will be forfeited by the employee.

As operational needs may require changes to the schedules of DPS Employees, the Executive Director may alter the method by which employees are compensated for PTO without changing the number of hours approved by the Board.

Non DPS Part Time Employees

Non DPS part-time employees shall be granted 48 hours of time off during the calendar year, hereinafter referred to as "Paid Time Off (PTO)" in lieu of sick leave as outlined in Section 215.03.

PTO for non DPS part-time employees shall accrue at a rate of four (4) hours per month. PTO shall not accrue from year to year and must be taken by March 31st of the following year, or it

will be forfeited by the employee.

Use of Paid Time Off

The department director shall schedule PTO at the mutual convenience of the department and the employee. PTO shall not compromise the operational needs of the Airport.

PTO will not be paid out to the employee in the event of a separation of employment from the Authority.

PTO may not be used until after completion of three (3) consecutive months of satisfactory service, without the approval of the Executive Director, or designee.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, October 10, 2008 &

May 23, 2005

To establish a policy concerning the work hours of employees. The Authority will maintain a work schedule which will assure the maintenance of an effective work force capable of performing all required functions associated with a safe and efficient facility. The Authority will ensure that accurate records are maintained and work schedules comply with Federal and State rules, regulations and laws.

METHOD OF OPERATION

Workweek

Work hours are set to support the functions of the Authority, tenants and the general public. Full-time employees' scheduled work hours will not be less than 37.5 hours per week. Administrative hours of operation are Monday through Friday 8:30am – 5:00pm. Different work schedules are established and communicated to employees by the Executive Director or designee to meet job assignment and provide necessary services.

Non-exempt employees must accurately record the time they actually begin and end their work day, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal and/or sick time. All work performed by nonexempt employees, for any hours worked in excess of 40 in one work week, will be paid at a rate of one and one half times their regular rate of pay. Employees are not permitted to work overtime without the prior approval of their supervisor and/or department director. An employee who worked overtime without prior approval shall be paid, but failure to obtain prior approval shall result in disciplinary action in accordance with Section 219.00. All exempt employees are exempt from compliance with the wage and hour overtime laws. Exempt employees are paid on a "salaried basis". Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked.

The Executive Director or designee may adjust work periods in times of special events or emergencies.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

To establish a policy for employee school leave in compliance the North Carolina General Statute § 95-28.3.

Directive

The Authority grants leave of four (4) hours per year so that a parent, guardian or any person standing "in loco parentis" of a school-age child may attend or otherwise be involved in activities at the child's school pursuant to the provisions of North Carolina General Statute § 95-28.3. The following conditions apply to this leave:

- The leave will be at a mutually agreed upon time between the Authority and employee;
- The employee must provide a written request for the leave at least 48 hours before the time desired for the leave; and
- The employee must furnish, if requested, written verification from the child's school that the employee attended or was otherwise involved at that school during the time of leave.

For purposes of this Section, the "school" includes public and private schools, church schools, and preschools. It also includes childcare facilities as defined under North Carolina General Statute § 110-86. Please note that this leave is not paid leave, but rather guaranteed time-off. Employees wishing to take this leave must use accrued annual vacation leave, paid time off or unpaid leave.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

To establish a policy for military leave, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Directive

The Authority provides employees job-protected leave without pay for a period of up to five years to serve in the United States Armed Forces.

An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify his or her department head or designee and request military leave as far in advance as possible. Employees will be offered the option of continuation of coverage of existing health insurance during such leave. The Authority will allow employees to concurrently use any paid annual leave or other personal leave that they have accrued, other than sick leave, during the period of military leave. Upon an employee's return from military leave the employer will fund any retirement contributions as if the employer had actually been working, rather than on military leave.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

There may be occasions in which The Greater Asheville Regional Airport Authority allows an employee the ability to work remotely when it would benefit both the airport and the employee.

METHOD OF OPERATION

Definition

Remote work refers to the practice of working at a site other than the airport, such as at an employee's home or in a satellite location for all or part of the employee's workday.

Policy

Remote work is intended to be short term, such as working from home for a specific project. Remote work arrangements may be approved in advance. These arrangements are approved by the supervisor on an as-needed basis, with no expectation of continuance. All remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Remote work may be appropriate for some positions and duties but not for others. Remote work is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with GARAA.

The availability of remote work for employees can be discontinued at any time at the discretion of management.

Equipment

With information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, and other office equipment) for remote work will be identified. Any equipment that is provided must be signed for and the employee will be responsible for it.

Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the organization is to be used for business purposes only.

Security

Consistent with the organization's expectations of information security for employees working at the office, employees working remotely will be expected to ensure the protection of proprietary company information accessible from their remote workspace. Steps include locking computer when not in use and any other measures appropriate for the job and the environment.

Equipment

Work Environment The employee will establish an appropriate work environment for conducting their work when working remotely.

Time Worked

Employees working remotely who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work arrangement and would be subject to disciplinary action.

Discipline

Violation of any condition of the remote work policy is subject to disciplinary actions in accordance with Human Resources policy 219.00.

Approval

Supersedes

The Greater Asheville Regional Airport Authority is committed to helping employees face the demands of juggling work and personal obligations by offering a number of possible alternate work schedules. These arrangements provide employees with increased flexibility with their work schedule while allowing the Authority to maintain a progressive and productive work environment.

METHOD OF OPERATION

Policy

Alternative work scheduling will be considered on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve the Authority as a whole with increased productivity at no expense to quality output.

Several alternative work schedule options are available to employees:

- Flextime, in which an employee works eight hours per workday, but there is flexibility in an employee's set scheduled starting and ending times.
- Compressed workweeks in which an employee condenses one or more standard workweeks into fewer, longer days.

The department director/manager is responsible for identifying if any of the aforementioned staffing options are workable within the department. This may include determining if the entire department or an entire shift must convert to one or more of the above alternative scheduling options. To determine whether an employee's request for an individual alternative work schedule is appropriate, the director/manager must assess the impact and the outcome in terms of production, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, the Authority and the employee.

Upon approval of an alternate work schedule, a four-month trial period will apply to assess the impact and effectiveness of the arrangement. After successful completion of the trial period, the work arrangement will be reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management. An employee wishing to change or cancel an alternative work arrangement must obtain written approval from his or her director/manager. Employees may only initiate a cancellation of an approved alternate work schedule two times per year.

Alternate work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. In order for an alternate work schedule to be approved, the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of the employee's work and responsibilities must be conducive to an alternate work arrangement without causing disruption to performance and/or service delivery.

Recordkeeping

All alternate work schedules will be kept in the Director of Administration office for documentation.

Copies of altered department schedules will be sent to the Deputy and Executive Directors.

APPROVAL AND UPDATE HISTORY

Approval

Supersedes

To provide employees retirement benefits.

METHOD OF OPERATION

North Carolina Retirement System The Greater Asheville Regional Airport Authority participates in the North Carolina Local Government Employees' Retirement System (LGERS). This program credits a year of service for any 12-month period for all full-time employees. The cost of the program is paid by the employee and the Authority. Contributions begin on the hire date. The employee is required to contribute six (6) percent of his or her eligible pay paid by the Authority. Please refer to LGERS Summary Plan Description for a complete description of this program.

401k/457 Retirement Plan The Authority offers the opportunity for its employees to participate in the State of North Carolina 401k Retirement Plan. The Authority contributes five (5) percent of the employee's eligible pay paid by the Authority. The employee may elect to contribute an additional amount consistent with the plan guidelines and Federal Law. The employees also have the option to enroll into NC457 Deferred Compensation Plan. Please refer to the Summary Plan Description for a complete description of this plan. See the Director of Administration with any questions.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

To provide the Authority's employees with group insurance benefits. Contact the Director of Administration or designee with any questions or to see the Summary Plan Description for any of the insurances listed below.

METHOD OF OPERATION

Group Health

Group health insurance is available to all full-time employees and their eligible family members. Presently, the employee premium is paid at eighty percent (80%) by the Authority, with the dependent premium being paid at seventy-five percent (75%) by the Authority. Employees who participate in the Authority's Wellness Rewards program, have the opportunity to receive an incentive up to a 15% discount per month on the employee's medical premium. Spouses who participate in the Authority's Wellness Rewards program, have the opportunity to receive an incentive up to a 5% discount per month on the dependent's medical premium. The Authority reserves the right to change plan providers and its contribution from time to time.

Dental Insurance

Dental is available to all full-time employees and their eligible family members. Presently, the employee premium is paid in full by the Authority, with the dependent premium being paid at eighty percent (80%) by the Authority. The Authority reserves the right to change plan providers and its contribution from time to time.

Vision Insurance

Vision is available to all full-time employees and their eligible family members. Presently, the employee premium is paid in full by the Authority. Dependent coverage is offered with the employee paying full cost of the dependent premium. The Authority reserves the right to change plan providers and its contribution from time to time.

During open enrollment, employees may change medical, dental, and vision elections for the following fiscal year. Changes in family status, as defined in the Plan document, allow employees to make mid-year changes in coverage consistent with the family status change. Contact the Director of Administration for information and to make changes. Family status changes must be made within 30 days of the change.

Other Insurances

Long Term and Short Term Disability

Long Term and Short Term Disability Insurance is available to all full-time employees. The Authority pays for the employee premium in full.

Life Insurance

Life insurance, accidental death and dismemberment is available to all full-time employees. All full-time employees are provided a Life Insurance Policy equal to one times your annual salary plus \$35,000, but in no event less than \$10,000 or more than \$235,000. The Authority pays for the employee premium in full.

Additional life insurance coverage is offered where an employee may purchase increased coverage for themselves or coverage for their spouses and/or children.

Contact the Director of Administration or designee with any questions or to see a copy of the plan policy or for additional information regarding benefits for any of the insurances listed above.

APPROVAL AND UPDATE HISTORY

Approval

October 6, 2017

Supersedes

October 10, 2014, April 20, 2012, March 13, 2009, April 19,

2004

To provide a policy regarding financial assistance available to eligible employees seeking education or advanced learning while employed by the Authority.

METHOD OF OPERATION

General

Financial assistance is provided to any Authority employee who seeks to improve his or her knowledge by participating in educational courses while employed by the Authority. If the employee is receiving payment for such educational expense from another governmental source, or in the form of incentive pay, the employee is not eligible for the benefits provided.

Courses recognized for educational assistance are:

Job Improvement Courses

Courses directly related to the employee's assignment that improve skill, knowledge, and ability of the employee in job performance, and increase the potential for promotion through more advanced techniques. (For example, if an electrician working on signal devices pursues a course in electronics, such a course provides advanced knowledge and training in job performance and makes the employee eligible for promotional consideration.)

Self-Improvement Courses

Courses designated for self-improvement and increased general knowledge, which may have no direct relationship to the employee's current assignment, are recognized as approved courses when:

- A. courses are required for a college degree, certification program, or state certification;
- B. courses would enhance the employee's qualification for any other position within the Authority, and/or make the employee eligible for promotional consideration.

Eligibility to Participate

All full-time employees who have successfully completed their introductory period are eligible to participate in the program.

An employee must be in an active pay status and have satisfactory job performance to participate.

In-Service Training Courses

All Authority employees are eligible to participate in managerial and supervisory courses.

Ineligible for Reimbursement

Courses that will not be considered for educational reimbursement include training courses, seminars, workshops, and conferences. These types of educational activities are funded through the travel and training budget. Employees interested in attending such courses should contact their supervisor for availability of funds and attendance.

Fees for application, laboratory, registration, taxes and similar costs are not reimbursable.

Application Procedure

The employee desiring to participate in the Authority Educational Reimbursement Program must submit a letter requesting program participation to the Executive Director prior to enrolling in the course.

Using the established criteria, the Executive Director or designee determines if the application qualifies for reimbursement. If a request is not approved, the employee will be notified of the reason in writing.

Note: The Authority does not provide reimbursement for any course begun prior to the date of approval by the Executive Director. Employees must enroll and begin the course(s) within sixty (60) days of application approval. If an employee fails to begin classes within the sixty (60) days, the employee must reapply after that period.

Payment for Course Work

Payment for course work is authorized by the Executive Director or designee. An employee who does not successfully complete the course with a grade of C or better will not receive reimbursement. Courses which grade on a Pass/Fail basis must be successfully passed.

Reimbursement will be limited to a maximum total of \$2,500 for course work completed during each fiscal year. The Executive Director may elect to lower this reimbursement during the budget process for each fiscal year.

IRS regulations require that, in certain cases, moneys received by employees for reimbursement of educational expenses must be reported as an addition to their gross income and taxed accordingly.

Reimbursements will be limited, subject to availability of funds and the number of participants in the program. This program may be amended or discontinued at any time. However, such amendment or termination will not affect any course study previously approved.

Reimbursements for tuition and books will be made only to employees who are on the active payroll when payment is due.

Agreement and Certification by Employee

The employee agrees that by accepting such assistance, that the employee will remain in Authority employment for a minimum of one (1) year following completion of approved course(s). Should the employee be terminated during this period, either voluntarily or involuntarily, the employee must reimburse the Authority for educational expenses.

Certification of Completion and Reimbursement of Expenses

Upon successful completion of the course(s) (C grade or better is required for college accredited or any other graded courses), the employee must submit official transcripts or other completion documentation along with receipts and other requested proof of expenditure documentation for reimbursement to the Finance Department within 15 work days of course completion. The Finance Department will arrange for reimbursement to the employee for expenses incurred.

The employee is responsible for submitting transcripts, certificates and other educational achievement documents to the Finance Department to document personnel records with achievements.

Reimbursement to Authority for Educational Expenses

Should an employee leave Authority employment after completion of course(s), and prior to compliance with the terms of the agreement to remain in Authority employment for one (1) or more years, the employee reimburses the Authority for any costs due. Payment is taken from the employee's benefits accrued at time of termination, and any amount due the Authority over and above said benefits are made within 30 days after termination at an annual interest rate of fifteen percent (15%).

Following termination of an employee who is indebted to the Authority for reimbursement of educational expenses, the Finance Department will issue an invoice to this employee showing the amount due and terms of payment. Checks paid by the employee must be made payable to the Authority, and sent to the Finance Department. The Finance Department is responsible for maintaining records of each employee's educational account, showing repayment and depositing refund payments to the Authority fund designated by the

Director of Finance and Accounting or designee.

Retirement, Death, Disability, Permanent Layoff Should the employee, through death, total disability, permanent layoff through no fault of the employee, or normal retirement, fail to continue the required tenure of employment, any remaining liability for reimbursement of educational expense is canceled automatically.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

To identify and define the additional benefits available for the exempt employees ("Exempt Employee Benefit Program") at

the Greater Asheville Regional Airport Authority.

METHOD OF OPERATION

General

The Exempt Employee Benefit Program is designed to aid in attracting and retaining highly competent management and professional personnel. This procedure outlines specific benefits established for each exempt employee, broken out by Salary Levels.

Definitions

Salary Levels 7 and higher: The Executive Director and other management personnel.

Salary Levels 5 and 6: Exempt personnel.

Salary Levels 4: All other exempt salary levels.

Exempt Employee Benefit Program

The Exempt Employee Benefit Program consists of Professional Leave and Administrative Leave.

Professional Leave

A specified number of additional leave hours during each calendar year are granted to employees in the Exempt Employee Benefit Program as follows:

Salary Levels 7 and higher 40 hours/year Salary Levels 5 and 6 24 hours/year All other exempt salary levels 16 hours/year

Professional Leave does not accrue from year to year.

An employee must be employed for 180 days as an Exempt Employee in a particular salary level to be eligible for Professional Leave in that category. An employee hired and/or transferred into the job categories listed above on July 1 or after is not eligible for Professional Leave that year.

Example: Employee hired on before June 30 will receive Professional Leave benefit that year. Employee must use all his or her Professional Leave by December 15 or will forfeit any remaining leave for that calendar year.

The Executive Director, after consultation with the senior official of the department director, may authorize use of Professional Leave prior to the end of 180 days on a case-by-case basis.

At the beginning of each calendar year, exempt employees above are awarded the appropriate number of hours. As the employee uses an hour, it is reported on the payroll and deducted from the employee's available Professional Leave hours. Minimum charge for Professional Leave is one (1/2) hour.

Employees moving from one exempt employee category listed above to another after July 1 receive the benefits of the former category for the remainder of the calendar year. An employee transferring out of exempt employee categories listed above forfeits any unused benefits.

Unused Professional Leave is automatically forfeited when Authority employment ends, regardless of the reason for separation.

Administrative Leave

Inasmuch as members of the Exempt Employee Benefit Program are paid on an annual salary basis and are not eligible for any overtime or compensatory time, they may be granted paid administrative leave for a period of no more than two (2) hours per usage, unless approved in advance at the discretion of the Executive Director. Administrative leave can also be used for an employee only doctor appointment. Anything over two hours must be counted as sick leave. Administrative leave is not chargeable to sick, vacation or professional leave. Administration leave cannot be combined with any other leave time.

Administration of Plan

The Director of Administration or designee is responsible for the administration of the Exempt Employee Benefit Program.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

April 20, 2012, March 13, 2009, November 27, 2006 &

April 19, 2004

To establish a policy regarding eligible employees medical benefits upon retirement.

METHOD OF OPERATION

Employees hired July 1, 2011, or after, are not eligible for the Authority's Retiree Medical Insurance Plan.

Employees who were hired on June 30, 2011, or before, and who have been covered by the Authority's Group Medical Plan for the 3 years immediately preceding retirement, and are eligible to retire under the North Carolina Local Government Employees' Retirement System would meet the eligibility for the Authority's Retiree Medical Insurance. Questions can be directed to the Director of Administration.

Definitions

Medical Insurance - includes medical insurance coverage only.

Premium - the cost of employee-only coverage at the time of retirement.

The policy of the Authority is to assist retirees with the payment of their post-retirement medical insurance premium. The Authority's contribution will be 100% of the premium for the individual until the employee reaches age 65, at which point the Authority's contribution will end.

Policy

Eligibility for this benefit is outlined above. This policy will be effective when an employee terminates his or her employment with the Authority and immediately begins to receive retirement benefits. An employee who does not elect to receive retirement benefits immediately upon termination of employment shall not be eligible for any medical insurance coverage under this policy.

The Authority may, with the approval of the Authority's insurance provider, allow coverage to a retiree's dependents through its group medical insurance plan provided the retiree is eligible to receive retiree medical insurance benefits under this policy. The retiree is responsible for the entire cost of dependent coverage.

The level of medical benefits is the same for retirees as those provided to active employees. This benefit will be offered to retirees as long as retiree insurance is available.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 11, 2011, March 13, 2009,

April 19, 2004

The Greater Asheville Regional Airport Authority strongly believes that it should recognize employees at the time of their retirement for their performance of duties and length of service and to establish a consistent methodology of such recognition.

METHOD OF OPERATION

Process

Qualified employees are those who actually retire, as opposed to quit, in good standing with a minimum of five (5) years' service with the Airport Authority and are participating members of the North Carolina Local Government Employee Retirement System (LGERS).

Retirees will receive a gift based on years of service at the time of retirement.

The gift's value will be based on years of service on the following schedule:

\$250 5-9 years

\$500 10-20 years

\$750 21+ years

Department of Public Safety employees will also receive his/her service firearm as a gift.

Purchasing

The Department Director will be responsible for contacting the employee to find out their gift choice and for purchasing the appropriate item in accordance with established purchasing procedures.

Inquiries

Any inquiries should be directed to the Director of Administration.

Approval

Supersedes

The employee performance evaluation process shall be designed to permit the evaluation of an employee's job performance and effectiveness as objectively and fairly as possible.

The primary purpose of the performance evaluation is to inform the employee of his or her strengths and areas of improvement on the job, serve as a basis for discussion as to how the employee can improve his or her performance, and to establish goals and expectations for future evaluation.

The performance evaluation may also be used for but not limited to:

- · Estimating and employees potential for promotion;
- · Identifying the areas of training needs;
- · The determination of merit increases;
- A basis for taking disciplinary action;
- · Determining orders of layoff.

METHOD OF OPERATION

Evaluation Periods

The following are specific type of performance evaluations and when they are to be completed:

- Introductory Period End of introductory period.
- Extension of Introductory Period At time of request for extension.
- Triannual Condensed review done every four months.
- Annual One year from date of last full review. This
 review will be a culmination of the triennials and will be
 done prior to the end of each fiscal year.
- Special Beginning and end or special introductory period or when performance substantially dropped during review period.
- Change in classification Promotion/demotion/transfer, etc.

Directives

Each employee's performance shall be periodically evaluated to assess performance in relation to job requirements.

After the initial introductory period, each employee will receive his or her annual performance evaluation for salary increase, in conjunction with the <u>end of the Authority's fiscal year</u>.

Employees shall not be expected to meet performance standards that have not been defined or explained as part of the requirements of their position.

Employee performance evaluations shall be used for, but not limited to, the following:

- To inform the employee of strong and weak points, as well as training needs and improvements that will be expected.
- To recognize the employee's potential for promotion.
- To determine the employee's eligibility for salary advancements.
- As a basis for taking disciplinary and/or dismissal actions against the employee.

Procedures

The employee performance evaluation program shall provide overall evaluations of $\underline{\mathbf{5}}$ levels

- 1. Exceptional
- 2. Highly Effective
- Effective
- 4. Minimally Effective
- 5. Not Effective

The supervisor most directly involved in the supervision of the employee should be the <u>reviewer</u>. If there is an employee between the supervisor and the employee being <u>evaluated</u>, efforts should be made to get input from the individual most knowledgeable of the performance of the employee being rated.

The performance of each employee shall be evaluated at four-month intervals throughout the year. More frequent evaluations may conducted when necessary.

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

Where an employee's supervisor changes, the employee shall have the right to request that no performance evaluation be conducted until the supervisor has actually supervised the employee for a minimum period of three (3) months. In such cases, the employee's latest annual performance evaluation shall remain in full force and effect until a new evaluation is completed.

Special performance evaluations may be given at any time at the discretion of the Executive Director or designee.

The performance <u>evaluation</u> shall be discussed with the employee who shall be furnished a copy of the completed forms. The employee shall sign the evaluation and the original will be forwarded to the Director of Administration or designee to become a part of the employees' permanent file. The signature of the employee shall indicate <u>only</u> that the employee's performance has been discussed with the employee and does not imply that the employee agrees or disagrees with the evaluation. In the event an employee refuses to sign the evaluation, the department director shall note this on the evaluation and give the employee a copy and forward the original to Director of Administration or designee to become a permanent part of the employee's personnel file.

If an employee who has attained regular status receives an evaluation of "Not Effective" in any category, the department director shall be responsible for identifying to the employee the specific improvements necessary for him or her to accomplish satisfactory performance. At the time of receiving such an evaluation, the employee's performance shall be reevaluated at 60 days. If the employee has not attained a meets expectations evaluation in all categories, he or she, at the discretion of the Executive Director, or designee at the recommendation of the department director, may be disciplined and or terminated.

Employee Disagreement with Evaluation

If an employee disagrees with any statement in an evaluation, he or she may attach a written rebuttal of performance evaluation factors to the performance evaluation in the file. Performance evaluations are not grievable.

APPROVAL AND UPDATE HISTORY

Approval

Supersedes

November 1, 2014, March 13, 2009, April 19, 2004

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

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To provide recognition for employee service through an awards program administered by the Director of Administration or designee.

METHOD OF OPERATION

Employee service is recognized uniformly throughout the Authority as follows:

Service of One Year

An employee, who has served one year, receives a \$50 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Executive Director or designee at Senior Staff Meeting.

Service of Five Years

An employee, who has served five years, receives a \$75 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Executive Director or designee at Senior Staff Meeting.

Service of Ten Years

An employee, who has served ten years, receives a \$100 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or designee at an Authority Board Meeting.

Service of Fifteen Years

An employee, who has served fifteen years, receives a \$150 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or designee at an Authority Board Meeting.

Service of Twenty Years

An employee, who has served twenty years, receives a \$200 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or designee at an Authority Board Meeting.

Service of Twenty-five Years

An employee, who has served twenty-five years, receives a \$250 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or designee at an Authority Board Meeting.

Service of Thirty Years

An employee, who has served thirty years, receives a \$325 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or designee at an Authority Board Meeting.

Service of Thirty + Years

An employee who has served thirty-five years, or more receives a \$400 gift certificate to an approved local establishment of choice in recognition of service. The presentation of the award is made by the Board Chair or

designee at an Authority Board Meeting.

Presentation of Service Awards (General)

In each instance, the Director of Administration or designee provides the name of the recipient, the tenure of service. The Director of Administration or designee provides the appropriate number and type of award to the presenter (Executive Director or designee). Such awards and information are provided in advance of scheduled presentation date.

Public Announcement of Service Awards

The Director of Administration or designee provides information on service awards to the Marketing and Public Relations Department for inclusion in internal publications and/or for publicity purposes.

Service Award Purchasing

The Director of Administration or designee is responsible for notifying the employee of their service date and to obtain their choice of local establishment for gift card. The Director of Administration or designee is responsible for purchasing the appropriate service award in accordance with established purchasing procedure and is responsible for ordering framed certificates.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

The intent of this section is not to restrict the rights of employees, but to protect the rights of all and ensure equality. There shall be no discrimination against an employee because of race, color, national origin, sex, sexual orientation, age, disability, marital status, religion, or political affiliation. The Authority has established this Discipline Policy to have a set process that is necessary for orderly and efficient operations. The Authority reserves the right to take disciplinary action at any time up to and including termination of employment based on the Authority's employment-at-will policy. Also, due to North Carolina being an employment-at-will State the Executive Director reserves the right to use this as a guide not necessarily as policy for Senior Management level employees.

METHOD OF OPERATION

Directives

Disciplinary Action

Disciplinary action should be taken when necessary. Generally, employee misconduct should be dealt with using a progression of disciplinary actions. However, in recognition of the facts that each instance differs in many respects from somewhat similar situations, each occurrence should be treated on an individual basis without creating a precedent for other cases which may arise in the future. Further, the Authority reserves the right to, when deemed necessary by the Authority, take immediate disciplinary action, up to and including termination of employment, without following the progressive disciplinary policy, as all employees of the Authority are employees at will. If a department director and/or supervisor suspects employee misconduct, he or she must investigate the situation, in partnership with the Director of Administration or designee, in a timely manner and determine; if a violation has occurred; the nature of the violation; and who committed the violation. (A violation is unacceptable behavior that could result in discipline up to and including termination) Always ensure that the investigation is thorough and that the final outcome is based upon facts and not perception, hearsay, or speculation. Be sure to give the employee who has been accused of wrongdoing an opportunity to tell his or her side of the situation. Be sure to appropriate, thorough create and maintain documentation (detailed witness statements, etc.). Take appropriate steps to ensure confidentiality and non-retaliation.

Verbal Coaching

This is the least severe disciplinary action. It should serve as an "alert mechanism" to establish more satisfactory performance or behavior. A written account including the date and nature of the verbal coaching shall be documented on the Performance Discussion Tracking Form for the department's reference. An employee shall be advised when a verbal coaching is being made.

Procedure:

- The immediate supervisor and/or department director of an employee is authorized to give a verbal coaching to an employee in order to establish or reestablish a satisfactory performance or behavior. An effective verbal coaching includes a clear description of the correct performance or behavior, which is desired, and notice to the employee that the conversation is to be considered a verbal coaching.
- 2. The supervisor and/or department director documents such verbal coachings on the Performance Discussion Tracking Form. Such documentation should include the date of the verbal coaching and a brief summary of the conversation to include major points, requests, suggestions, directions, etc. given by the supervisor and/or department director and any remedial action agreed upon by the employee.

Written Discipline Notice

This is a disciplinary action whereby the employee is notified in writing of unsatisfactory conduct or performance. The employee shall receive a copy of the written notice and the original shall be forwarded to the Director of Administration to be placed in the employee's personnel file. This action is grievable.

Procedure:

- 1. After an investigation is completed and it has been determined that a violation, requiring discipline has occurred, the investigator will need to assess the violation to determine the appropriate disciplinary action to take. Determine if the violation is a:
 - Major Work Violation: considered to be so severe in nature that a termination could result for a first offense.

 Minor Work Violation: considered to be unacceptable behavior in the workplace and would normally result in disciplinary action up to and including termination in conjunction with other offenses.

Discipline Guidelines for Work Violations:

Coaching: Coaching makes an employee aware that demonstrated behavior is inappropriate and not acceptable workplace conduct. It also gives the opportunity to make the employee aware of the consequences for continuing that behavior. These sessions also gives the employee an understanding of what is needed to correct behavior and avoid further violations. This is verbal and documented on the Performance Discussion Tracking Form. Employee does not receive a copy; it is for the supervisor's and/or department director's reference only.

Counseling: Counseling is a formal written notice to an employee that his or her behavior violates the Authority's Policies and Procedures. Depending on the severity of the violation, if the violation is a repeated occurrence or one in a series of different violations, a prior coaching session may or may not have occurred. It should be made clear to the employee that the violation will be documented on a Discipline Notice Form and placed in the employee's file. The employee should sign the Discipline Notice Form to acknowledge that the discussion occurred and be given a copy.

Final Counseling: This occurs when an employee is put on notice that one more violation of any type could result in termination of employment. A Final Counseling session takes place when an employee demonstrates a pattern of unacceptable behavior, repeatedly violated the Authority's Policies and Procedures, and/or has received multiple Discipline Notices, and/or employee commits a serious violation that warrants final notice but not immediate termination. It should be clear to the employee that this is a final notice and another violation of any type could result in immediate termination. This violation will be documented on a Discipline Notice Form and placed in the employee's file. The employee should sign the Discipline Notice Form to acknowledge that the discussion occurred and be given a copy.

Termination: For Major Work Violations, termination can occur as a result of a first offense. For Minor Work Violations, termination normally occurs after multiple violations of the Authority's Policies and Procedures as the final step in the progressive discipline process. The employee should sign the Discipline Notice Form to acknowledge the termination has occurred; he or she should be given a copy of the Notice only if he or she signed it.

Although the immediate supervisor and/or department director has the authority to issue a written notice, before doing so, consultation with the Director of Administration or designee is necessary. Such consultation may provide assistance in assuring fairness and consistency of discipline across departmental lines and in developing language for the written notice, which is fair, clear, accurate and less susceptible to challenge through a grievance procedure.

- The supervisor and/or department director prepares a written notice on the Discipline Notice Form and makes an appointment with the employee to discuss it in private. Be sure to have a witness sit in during the discussion. A good written notice should include a clear description of the correct behavior, which is expected, reference to the fact that the written notice constitutes a written warning and a statement that continued unsatisfactory performance or conduct will result in more severe disciplinary action.
- Following a discussion(s) with the employee, the original Employee Discipline Form is forwarded to the Director of Administration to be placed into the employee's personnel file.
- The employee must be told that this action is grievable.

Suspension

An employee may be suspended without pay for disciplinary reasons for a length of time that the hiring authority considers appropriate as long as it does not exceed 14 calendar days. The period of suspension may be extended with approval of the Executive Director. If an employee again becomes subject to disciplinary action (except verbal warning) within 12 months after being suspended, he or she may be terminated.

Unless outlined in the administration of discipline, this action is grievable. This action may only be taken after consulting with the Executive Director.

Procedure

- 1. When an employee's conduct warrants consideration for discipline, the supervisor and/or department director gathers from the employee involved and witnesses (if appropriate) all possible information concerning the improper conduct. The supervisor and/or department director then notifies the employee of the following consideration of all facts. The supervisor and/or department director will inform the employee the decision concerning any disciplinary action to be taken. This will be done within five (5) working days of the incident, and the employee will be so notified.
- 2. In an emergency situation involving the necessity to immediately remove the employee from the worksite, an employee may be suspended "pending further disposition of his or her case" and directed to report back to the supervisor and/or department director at a certain time concerning further disposition of the case. This appointed time will be within five (5) working days of the incident, and the employee will be so notified.

Authority to Impose Discipline

The authority to impose disciplinary actions involving suspensions or dismissals is reserved for the Executive Director or designee. Such authority may be delegated to a subordinate's supervisor and/or department director or Director of Administration, but any action of this nature must be reviewed and countersigned by the Executive Director.

Disciplinary Penalties

The examples listed below represent typical grounds for disciplinary actions leading up to and including dismissal, and are not intended to be all-inclusive. Violations not listed will be prescribed in consistence with violations of comparable gravity. Should more than one violation be under consideration, the violations do not necessarily have to be identical in order to be classified as a second or third violation. An employee's work record and years of service, consistency and other appropriate factors may be used to determine the appropriate level of discipline. Department directors and/or supervisors must partner with the Director of Administration or designee to ensure that disciplinary actions are handled appropriately and consistently.

Exempt employees, except for safety rule violations of major significance, are not subject to suspensions without pay for less than one full workweek. Exempt employees will be subject to unpaid suspensions only as permitted by FLSA.

Minor Violations

- Substandard work quality.
- Failure to report absence from work in a timely manner to the immediate supervisor or his or her designee.
- Neglect, carelessness or disregard of common safety practices.
- Any act of negligence, which results in a failure to complete assigned tasks or responsibilities in a timely manner.
- Malicious mischief, horseplay, wrestling, or other undesirable conduct.
- Excessive unscheduled absences and/or tardiness.
- Violating the Dress Code Policy.
- Failure to provide customer service.
- Smoking on or in any Authority property, with the exception of designated smoking areas.

Major Violations

- Leaving the job during working hours without notice to or permission from supervisor.
- Absence without approved leave or failure to report after leave has been disapproved revoked or cancelled.
- Failure to report a personal injury or equipment damage immediately to one's supervisor.
- Careless use of Authority property resulting in damage.
- An accident resulting in injury due to carelessness, neglect or disregard of safety practices.
- Fighting, threatening, intimidating, coercing or otherwise interfering with the rights of other persons.
- Falsifying or altering Authority document(s).

- A non-exempt employee working off the clock or a supervisor and/or department director suggesting or asking an employee to work off the clock.
- Assigning work that places employees at risk of serious harm, threatens significant damage to Authority property or financial loss to the Authority whether or not such harm or damage occurs; knowingly allowing employees to perform work or assignments under unsafe conditions.
- Conduct which is considered disrespectful, or the use of insulting, abusive or obscene language to or about fellow employees or the public or engaging in other inappropriate conduct.
- Operation of an Authority vehicle or equipment while under the influence of any medication or drug, which causes drowsiness or other physical or psychological impairments.

Dismissal Violations

Reasons for dismissal of an employee may include, but not be limited to, the following:

- Abandonment of position by being absent from duty for three (3) consecutive workdays without proper authorization.
- Insubordination by refusing to perform assigned work or to comply with an official and legal supervisory directive, or by demonstrating an antagonistic, disrespectful or belligerent attitude toward management.
- Possession of firearms, explosives or other weapons on Airport Authority property, except as needed by an employee to perform the duties of his or her position.
- The sale of narcotics or other illegal substances.
- Inability or unfitness to perform assigned duties.
- Concealment of a communicable disease, which could endanger the health of other employees or the public.
- Demonstrated pattern of inefficiency or incompetence in the performance of assigned duties.
- Making false claims or deliberate misrepresentations in an

attempt to obtain sickness or injury benefits, workers compensation or other such benefits.

- Loss or suspension of required license, certification, permit or other requirement needed by an employee to perform the duties of his or her position.
- Discriminating against an employee, customer, vendor, or contractor on the basis of race, color, gender, sexual orientation, age, religion, national origin, disability, or any characteristic protected by applicable law.
- Engaging in any activity that violates the Authority's sexual harassment or general harassment policies or other behavior prohibited by the harassment policy towards an employee, customer, vendor or contractor. Harassment or disrespectful behavior can be verbal, nonverbal or physical which interferes with an employee's ability to perform his or her duties, or which creates an offensive working environment.
- Consumption of or being under the influence of intoxicating beverages or controlled substances not prescribed by a physician, while on official duty.
- Possession/use of intoxicating beverages, non-prescribed drugs or illegal controlled substance at place of work, in Authority vehicle or while on official duty.
- Testing positive for illegal drugs or alcohol in violation of the Airport Authority's Drug/Alcohol Policy.
- Any employee who receives three consecutive employee performance evaluations, including special evaluations, with a rating below "satisfactory" shall result in mandatory dismissal.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004



Discipline Notice

This Discipline Notice documents a violation of the Authority's standards of conduct.

Depending on the situation, any step in the process may be repeated, omitted or taken out of sequence. If an employee demonstrates a pattern of behavior, repeatedly violates the Authority's policies or has received multiple Discipline Notices, a Final Counseling should be issued. On the other hand, if an employee commits a serious offense that does not warrant immediate termination, a Final Counseling may be the first step in the progressive discipline process.

Employee's Name	CARLO CARLO CONTROL CO	Job Title		Separtment	Date of Hire
What disciplinary action is being taken?	© Counseling		ri Final 0	councering	g Termination
Gneek the appropriate Work Violation	d Employse Beha Unbecoming d Attendance/Fun d Background Cho d Failure to Act wi and Hanasty	ctuality ecks	Servid a Fajture Instru o Inform Secur a Refalia	ta Follow Bansinsubordinaban ilian Systems Use &	p Safety Violation g Staffing and Selection Violation n Substance Abuse Violation n Weapons and Explosives Passession g Workplace Activity n Workplace Violence g Other
State what happened. For example, relevant information may include: • When did it occur? • Where did it occur? • Impact to the Authority? • Other information? Attach additional sheets when necessary State the improvement required					
of the employee. Previous Natices		ceived previous	s Discipline	Nolloes in the past 12 mm	orthe?
	Has employee re-		Notice?		
All Disciplinary Actions must go th Manager must approve all disciplin Director/Airport Director and Ad	rary actions for all er	mpleyees, For	r disciplina	ry actions resulting in t	trient Manager and the Administration formination, the Deputy Airport mployees.
Manager Approval					
		The state of the s			
Signatures	represent that I am	n in agreement Authority policy is is a Final Co	t with the N may result autseling, I	ctice. If this is a Counsel in disciplinary action, up acknowledge that a sing!	e Disoptine Notice. I do not ling, I acknowledge that future to and including termination of le future violation of any Authority
	Émployae Raceisi	ing Discipline N	iolice		Date
	Supervisor/Manag	jer Conducting	Discipline	हे <u>स्ट</u> डांका	Date

Effective 12:09



EMPLOYEE	NAME	
DEPAR	TMENT	

DISCIPLINE PROCESS TRACKING

The Discipline Process Tracking Form is a part of every employee's personnel file. The Tracking Form should be placed in the front section of the employee's file to be used to document any action in the progressive discipline process when violations of the Authority's policy, process or procedure occur. Depending on the situation, any step in the process may be repeated, omitted or taken out of sequence. If an employee demonstrates a pattern of unbecoming behavior, repeatedly violates the Authority's policies, or has received multiple Discipline Notices, a Final Counseling Discipline Notice should be issued. On the other hand, if an employee commits a serious offense that does not warrant immediate termination, a Final Counseling Discipline Notice may be the first step in the process.

Coaching Session(s)			
Manager Conducting Session:	Manager Conducting Session:		
Approving Manager:	Approving Manager:		
HR Approval:	HR Approval		
Date:	Date:		
Violation:	Violation:		

Counseling Session(s)			
Manager Conducting Session:	Manager Conducting Session:		
Approving Manager:	Approving Manager:		
HR Approval:	HR Approval:		
Date:	Date:		
Violation:	Violation:		

Final Counseling Session			
Manager Conducting Session:	Date:		
Approving Manager:	HR Approval:		
Violation:			

Termination Session			
Date:			
HR Approval:			
	Date:		

Administrative Leave of Absence (use only when necessary to conduct sensitive investigations)				
Manager Informing Employee:				
HR Approval:				
Date Employee Informed:				
Date Leave Begins:	Date Leave Ends:			
Violation Under Investigation:	Action Recommended:			

Effective12/08



PERFORMANCE DISCUSSION TRACKING FORM

Name:	Name.	Initial:	Department			
This form should be used to document performance discussions held with an employee. Indicate the issue that was discussed and the outcome of the discussion. Provide specific, tangible information. Keep this form in Employee's Personnel File.						
Date:	Manager initiali	ng discussion:				
Reason for discussion:						
S. A. P.						
Date:	Manager initiati	ng discussion:				
Reason for discussion:						
	and the second s					
No. No. Report April 10 and 10				The second secon		
Date:	Manager initiati	ng discussion:				
			37			
Date:	Manager initiati	ng discussion:		***************************************		
Reason for discussion:						
	-					
Date	Manager initiatii	ng discussion:	VALUE VI PARTIE DA LE PARTIE DE LA COMPANSION DE L'AUGUSTICA DE L'AUGUSTICA DE L'AUGUSTICA DE L'AUGUSTICA DE L	ACTOR DESCRIPTION OF THE PROPERTY OF THE PROPE		
Reason for discussion:						
Manager and the second						
**************************************	CONTRACTOR SHELD WITH SHARE IN CO. AND SHELD WITH SHELD WAS A SHEL		autore in the Additional Process of the Assessment	AND THE PERSON OF STREET, A PROPERTY OF THE PERSON OF THE		

To provide a procedure for the resolution of employee grievances regarding disciplinary actions and other issues that affect the employee's status, compensation, or ability to effectively perform the job function.

METHOD OF OPERATION

Definitions

Business day: Monday through Friday, excluding holidays.

Grievance: A written dispute, claim or complaint filed by an employee.

Policy

The Authority wishes to resolve grievances (complaints) whenever possible. Employees should report any grievance within five business days of its occurrence.

Introductory Employees

New employees who have not completed their initial new hire introductory period (three or six months), do not have recourse to appeal disciplinary action or layoff.

Appointed and Management Personnel

Appointed and management personnel are exempt from the provisions of this section.

Other

No employee may use Authority equipment or material in the preparation of a grievance. However, an employee may have access to public records relevant to the preparation of such grievance.

The employee must utilize their own time for preparation or processing of a grievance.

Time periods of any step of the grievance procedure may be extended by mutual written agreement of the employee and the Authority representative at that step.

A grievance that is not advanced by the employee to the next step within the time limit provided is deemed to have been settled on the basis of the most recent decision. If the Authority representative fails to respond to the employee within the time limit set forth in step one or two, then the employee is entitled to proceed to the next step

Procedure

Step One

The employee submits the grievance in writing within five business days of its occurrence to the immediate supervisor of the person who administered the action being grieved (Authority Representative) using a Grievance Form, stating the facts upon which the grievance is based; the written policies or procedures which have allegedly been violated; and the remedy sought. If the immediate supervisor is the department director, then the grievance process shall start at Step Two.

Discussion will be informal for the purpose of settling differences in the simplest and most direct manner. The Authority Representative makes a decision and communicates it to the employee in writing within five business days from the date that the grievance was received. When the employee's supervisor is not the Authority Representative or otherwise involved in the action being grieved, the supervisor may assist to resolve the employee's concern.

Step Two

If the grievance is not resolved to the employee's satisfaction in Step One, the employee may forward the written grievance to the applicable department director or designee within five business days of notification of the result of Step One. The department director or designee will, within five business days of receiving the grievance, meet with the employee and the Authority Representative. The department director summarizes his or her decision in writing to the employee and the Authority Representative within five business days of the meeting date.

Step Three

If the grievance is not resolved by the department director to the employee's satisfaction, the employee may forward the written grievance to the Executive Director or designee within five business days of receiving the department director's decision. The Executive Director or designee will, within five business days of receipt, meet with the employee, the Authority Representative and the department director. The Executive Director summarizes his or her decision in writing to the employee and the

Authority Representative within five business days of the meeting.

The Executive Director or designee has authority to grant or deny the grievance in whole or in part. The decision of the Executive Director or designee is final.

At Steps Two and Three, an employee may act as the spokesperson to present his or her case. The employee's supervisor and/or department director, Authority's Legal Counsel's staff, Director of Administration, any relative, supervisor or subordinate of the employee (see Section 209.00, Employment of Relatives) may not act as Legal counsel for the spokesperson for the employee. employee may be present to advise the employee. person hearing the grievance is responsible for chairing the proceedings, making rulings on the admissibility of evidence, and maintaining a fair and orderly hearing. While the goal of the hearing is to fully explore all relevant facts, the person chairing the meeting may limit the presentation of documentary evidence or witness testimony to avoid unfairness, redundancy, or irrelevancy.

At Step Two, the following procedure will be followed:

- a. The employee shall present his or her reasons for requesting that the Step One decision be overturned.
- b. The Authority's Representative shall present reasons for making the Step One decision.
- c. Facts may be presented in the form of documentary evidence or witness testimony. Witnesses called by one party may be cross-examined by the other.
- d. All material and relevant evidence shall be considered by the person conducting the hearing in reaching a decision.
- e. The Director of Administration or designee shall attend the hearing as advisor on procedure and will prepare a record of evidence presented at the Step Two hearing which shall be maintained by the Director of Administration. (See Step Two Grievance Form.)

At Step Three, the following procedure shall be followed:

a. The employee shall present his or her reasons for requesting that the Step Two decision be overturned.

- b. The Authority's Representative shall present reasons why the decision at Step Two should be upheld.
- c. Arguments and presentations by both the employee and the Authority Representative shall be limited to the information presented at Step Two, and contained in the record. New evidence shall not be permitted to be presented unless it was not available after a diligent search at the time of the Step Two hearing.
- d. The Director of Administration or designee may attend the hearing as an advisor on procedure.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY GRIEVANCE FORM
STEP ONE
Employee Name Department
Date Alleged Grievance Occurred
This grievance has been presented to the immediate supervisor of the person who administered the action being grieved (Authority Representative) within five business days of the date on which the action occurred.
BY: ON:
Employee Signature Date
DESCRIPTION OF GRIEVANCE: (Include date, place, action complained of, names of witnesses, etc.; attach separate sheet if necessary.)
REMEDY SOUGHT:
RECEIPT BY AUTHORITY REPRESENTATIVE:
Date & Initials
AUTHORITY REPRESENTATIVE'S ANSWER (Within five business days from receipt date above) GRANTED DENIED
COMMENTS OR REMARKS:
PRESENTED TO EMPLOYEE BY:
DATE:
Authority Representative Signature
RECEIVED BY:ON:
Employee Signature Date
COPIES TO: Employee & Director of Administration

GREATER ASHEVILLE REGIONAL A GRIEVANCE FORM	AIRPORT AUTHORITY
STEP TWO	
Employee Name	Department
Date Alleged Grievance Occurred	
This grievance has been presented to after receipt of the reply to Step One.	the director or designee within five business days
Date of Reply to Step One	
BY:	ON:
BY:Employee Signature	
REC'D.BY:	ON:
Director or Designee Signature	Date
DATE MEETING HELD BY DIRECTOR REPRESENTATIVE (to be held within designee):	OR DESIGNEE WITH EMPLOYEE AND AUTHORITY n five business days from receipt by director or
Meeting Date	
RECORD OF EVIDENCE PRESENTE	D AT STEP TWO:
DIRECTOR OR DESIGNEE ANSWE meeting.)	R IN WRITING (Within five business days of
GRANTED	DENIED
COMMENTS OR REMARKS:	
PRESENTED TO EMPLOYEE BY:	
	tor or Designee Signature Date
RECEIVED BY:	ON:
Employee Signature:	Date:
COPIES TO: Employee, Authority	Rep. & Director of Administration

GREATER ASHEVILLE REGIONAL AIRP GRIEVANCE FORM	ORT AUTHORITY
STEP THREE	
Employee Name	Department
Date Alleged Grievance Occurred	
This grievance was presented to the Direc receipt of the reply to Step Two.	tor or designee within five business days after
Date of Reply to Step Two	
BY: Employee Signature	ON: Date
REC'D BY:	
Director (or Designee) Signature	Date
DATE MEETING HELD BY DIRECTOR OR (To be held within five business days from I	DESIGNEE WITH EMPLOYEE AND DIRECTOR: receipt by Director or Designee
Meeting Date	
	ITING (within five business days from meeting
date.) GRANTED	DENIED
COMMENTS OR REMARKS:	
PRESENTED TO EMPLOYEE BY:Executive D	ON: irector or Designee Date
RECEIVED BY:Employee Signature	ON: Date
COPIES 10: Employee, Authority Rep.,	, Director, & Director of Administration

OBJECTIVE

To formulate a comprehensive policy that covers all areas of termination including giving notice, involuntary and voluntary terminations, final pay, exit forms, benefits and severance pay.

METHOD OF OPERATION

Directives

Resignation

To resign in good standing, except in the case of an emergency, an employee should give at least two (2) weeks notice in writing to his or her supervisor and/or department director. In the case of an emergency, the reason should be fully documented in the notice. Employees who resign shall receive payment for all accrued annual leave and sick leave credit as described herein. Resigning employees will be scheduled for an exit meeting with the Director of Administration or designee to ensure that all Authority property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the Airport Authority.

Termination

Prior to termination of any employee, the employing supervisor and/or department director should ensure the Discipline Process has been followed, and approvals have been obtained, per Section 219.00 of the Human Resources Policy and Procedures. The employee should sign the Discipline Notice Form to acknowledge the termination has occurred; he or she should be given a copy of the Notice only if he or she signed it. The supervisor and/or department director should ensure that all Authority property is returned.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004

OBJECTIVE

Because of the ever expanding number of communicable diseases becoming prevalent in our society, it has become necessary to have a policy that not only sets forth what communicable diseases are but also how employees should respond in the event they become exposed to any communicable disease.

This policy is set forth to inform all employees of the nature of communicable diseases and what the Authority's policy is regarding actions to be taken in the event employees are exposed to a communicable disease.

The Authority will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about employees and/or applicants who have communicable diseases.

METHOD OF OPERATION

Definitions

Communicable Diseases. According to the United States Department of Health and Human Resources Center for Disease Control, the following diseases are considered to be communicable, that is can be transmitted from one person to another: Chicken Pox, German Measles, Hepatitis A, Hepatitis B, Hepatitis C, Hepatitis D, Herpes Simplex, Shingles, Influenza, Lice of all types, Meningitis, Mononucleosis, Mumps, Salmoneilosis, Scabies, Tuberculosis, Whooping Cough, and AIDS.

First Responder. A First Responder is an Authority employee in the classification as a certified Emergency Medical Technician in the Department of Public Safety (DPS) who arrives first on the scene at emergency incidents and has responsibility to act.

Procedure

The only Authority employees who are authorized to act as First Responders and render first aid as a normal part of their duties are those individuals assigned to DPS. All other GARAA employees are not expected, nor encouraged, to render first aid as a normal part of their duties.

There may be times, however, that individuals other than DPS personnel may be inadvertently exposed to any communicable disease simply because they were in a position to come in contact with the airborne or bloodborne pathogens causing

many of the communicable diseases. Bloodborne pathogen is a pathologic microorganism that is present in human blood and that can cause disease in humans.

In the event any employee is exposed to a communicable disease, he or she should immediately notify their supervisor who will notify DPS. An employee of DPS will complete an Authority Incident Report. During normal business hours, an Urgent Care Center should then be notified to determine a further course of action. After hours, the supervisor may refer the employee to the Mission or Park Ridge Emergency Room for further advice and treatment.

The Center for Disease Control in Atlanta has issued the following general guidelines to all personnel to reduce the risk of anyone becoming exposed to or contracting any communicable disease. The Authority is adopting this standard. Again, these guidelines are general and given to all employees regardless of their job risk to communicable diseases. Please read and follow these guidelines for your own protection:

- 1. Hand-washing with soap and running water for 15 to 30 seconds.
 - a. before eating, drinking or smoking.
 - b. before handling clean, eating utensils.
 - c. before and after using bathroom facilities.
 - d. after contact with body secretions and excretions, (i.e., blood, vomit, feces, urine, mucus, saliva, and drainage from open wounds).
 - e. after handling soiled diapers, menstrual pads, garments or equipment.
 - f. after caring for any ill or injured guest, co-worker, especially those with nose, mouth or ear discharges as well as any of the above-mentioned substances.
- 2. The mouthing of pencils, pens and any other commonly shared equipment should be strongly discouraged.
- 3. Toothbrushes, razors, and nail files should not be shared.
- 4. Kissing on the mouth can contribute to germ spread.

- 5. Daily sanitation of all surfaces involved in food handling or food preparation is needed.
- 6. Disposable materials, paper towels should promptly be discarded into plastic bags.
- 7. If an employee is exposed to contaminants, through sharp objects or bites and the skin is broken, the wound should be encouraged to bleed, and should be rinsed with fresh water as soon as possible.

APPROVAL AND UPDATE HISTORY

Approval

October 10, 2014, Effective November 1, 2014

Supersedes

March 13, 2009, April 19, 2004



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill

Planning Manager

DATE: June 4, 2021

ITEM DESCRIPTION – New Business Item B

Approve Work Authorization No. 3 with Parrish and Partners of North Carolina, PLLC for South General Aviation Apron Rehabilitation Engineering Services

BACKGROUND

Per our recently submitted Airport Capital Improvement Plan (ACIP) the Authority is planning to complete the design to reconstruct a portion of the South General Aviation Ramp in FY 2021. The demand for overnight aircraft parking has exceeded the capacity of the commercial apron. The commercial apron capacity will also be reduced with the upcoming terminal modernization and expansion. Parking aircraft on the south portion of the General Aviation Ramp will alleviate this concern as well as improve safety and operations at the gates. Per the recently completed assessment of this area, a rehabilitation of approximately 10,300 square yards of asphalt apron is necessary for safety concerns due to the deterioration of the pavement. At the recommendation of our Planning Consultants, the Authority has temporarily mitigated these issues with new striping and steel plates for parking aircraft.

To fully repair this area, Authority staff has worked with Parrish & Partners of North Carolina, PLLC and the FAA to develop the necessary scope of design services to complete this work. This scope of work, titled Work Authorization No. 3, was approved by the FAA MEM-ADO. Subsequently, fee negotiations and an Independent Fee Estimate (IFE) were conducted.

The final proposal by Parrish and Partners of \$565,432.00 was approved by the FAA MEMADO on May 14, 2021. This fee was approximately 6.2% less than the total IFE of \$600,351.00.



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

New Business Item B
Approve Work Authorization No. 3 with Parrish and Partners of North Carolina, PLLC for South General Aviation Apron Rehabilitation Engineering Services
Page 2

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None.

ALTERNATIVES

The Authority Board could elect to not do this work. However, the apron will continue to deteriorate.

FISCAL IMPACT

The total Work Authorization No. 3 proposed by Parrish and Partners to complete this work is \$565,432.00. Presently, all of this will be funded utilizing FAA AIP Funding.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve Work Authorization No. 3 with Parrish and Partners in the amount of \$565,432.00; (2) authorize the Executive Director to execute the necessary documents; and (3) to amend the FY2021/2022 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, 2022:

Section 1. To amend the appropriations as follows:

EXPENDITURES:	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$565,432.00
Totals		<u>\$565,432.00</u>



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

New Business Item B
Approve Work Authorization No. 3 with Parrish and Partners of North Carolina, PLLC for South General Aviation Apron Rehabilitation Engineering Services
Page 3

This will result in a net increase of \$565,432.00 in the appropriations. Revenues will be revised as follows:

REVENUES:		
	<u>Decrease</u>	<u>Increase</u>
Federal AIP Grant Funds		<u>\$565,432.00</u>
Totals		<u>\$565,432.00</u>
Section 2. Copies of this budget the Greater Asheville Regional Airport A Finance Officer for their direction. Adopted this 4 th day of June 202 Matthew C. Burril, Chair	uthority, and to the Bu	
Attested by:		
Ellen Heywood, Clerk to the Boar	rd	



WORK AUTHORIZATION NO. 3

CONSULTANT SCOPE OF SERVICES

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

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

PROJEC	т:	Rehabilitate So	uth GA Apron	(Approx. 10,300 S)	()				
SCOPE (OF SERVICES:	See Attachmen	t A						
CONSU	LTANT TEAM:	S&ME (Geotech	arrish & Partners of North Carolina, PLLC &ME (Geotechnical Services) d Holmes & Associates Land Surveyors, PA (Survey Services)						
SCHEDU	JLE:	Design: 110 day	/s Construct	ion: est 150 WDs					
PROJEC	T BUDGET:	Approx. \$5M (E	stimated)						
				WA 3	Phase Totals				
FEES:		Preliminary Desi	_	\$11,848.00					
	Special/ <i>P</i>	Additional Services	s – Phase A	\$8,845.00	\$20,693.00				
		Design Developme	ent Phase B	\$60,834.00	. ,				
		esign and Permitti		\$50,536.00					
		Additional Services	_	\$11,000.00					
				·	\$122,370.00				
	_	Contract Preparati		\$16,578.00					
		ction and Close-C		\$162,604.00					
Special		dditional Services – Phase C		\$243,187.00	\$422,369.00				
		Total	Lump Sum	\$ 565,432.00					
Autho	rity:		Consulta	nt:					
	Greater Ashevill	e Regional		Parrish and Partr	ners of				
	Airport Aut	_		North dereline					
Ву:		,	By:	J41/	6				
	ew Bleiweis, AAE			Kirby, PE					
E	xecutive Director			or Vice President					
Date:			Date:	4.29.21					
-1		11. 111							
This instru	ument has been pre	e-audited in the m	ianner require	ed by local governme	ent and fiscal conti				
	nance Director		— — Date						

Attachment C – Subconsultant Proposals



ATTACHMENT A

Work Authorization No. 3 Detail (Scope of Work)

15 Pages





WORK AUTHORIZATION NO. 3

For:

REHABILITATE SOUTH GA APRON (APPROX. 10,300 SY)

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

MARCH 8, 2021

No provisions contained in this Scope of Work shall supersede or take precedence over the terms and conditions within the Master Agreement dated August 13, 2018.

I. PROJECT DESCRIPTION:

This project consists of the professional services associated with a project to rehabilitate a portion of the existing south general aviation (GA) apron located north of the ARFF building. Although the south GA apron is greater than approximately 23k SY (not including the areas between the hangars or connector taxiways), the size of the portion of apron pavement to be rehabilitated as a part of this project will be approximately 10,300 square yards and will not include impacts or geometry changes to the existing connector Taxiway F, Taxiway E, helipad, or other existing airfield facilities.

This work authorization is being prepared to include three phases of services. Phase A will include preliminary engineering services associated with the evaluation of four rehabilitation method alternatives to be presented in a report format with engineer's opinion of probable construction costs (EOPCC) for each alternative. Phase B will include general design phase services, utilizing the selected alternative from Phase A. It is anticipated that Phase B design services will include preparation of as-bid plans that include two separate bid schedules such that bidders can provide a price for both an asphalt and a concrete option. The design phase will also include subcontracted services for geotechnical investigation and subsurface analysis services as well as ground surveying services. Phase C will include general construction administration phase services, resident project representative (RPR) services, quality assurance (QA) testing services, and construction phase surveying services, as appropriate.

Due to the uncertainty of the needed pavement rehabilitation method, professional services fees are shown for Phase A, Phase B, and Phase C, however Phase C has been prepared based on preliminary estimates and assumptions as noted throughout. The construction phase is dictated by the selected alternative and proposed area of rehabilitation. Phase C fees have been prepared based on the area of rehabilitation described in the project title as well as other applicable assumptions described herein.



II. SCOPE OF SERVICES:

The scope of work for this Work Authorization includes:

- 1. Phase A (Discovery Phase):
 - a. Basic Service: Preliminary Design Phase
 - i. Prepare Report
 - b. Special / Additional Services:
 - i. Prepare Alternatives Analysis
- 2. Phase B (Design Phase):
 - a. Design Development Phase Prepare Design Review Plans (60%)
 - b. Design and Permitting Phase Prepare Final Plans (90%, 100%, & As-Bid)
 - i. Prepare and Coordinate Erosion Control Plans
 - c. Special / Additional Services:
 - i. Subcontracted, Design Geotechnical Investigation Services
 - ii. Subcontracted, Design Ground Surveying Services
- 3. Phase C (Bidding & Construction Phase):
 - a. Bidding and Contract Preparation Phase
 - b. Construction and Close-Out Phase Services
 - c. Special / Additional Services
 - i. Resident Project Representative Services
 - ii. Quality Assurance Testing Services
 - iii. Prepare Record Drawings (As-Builts)

A. DESIGN CRITERIA AND REQUIREMENTS

The following are the primary FAA Advisory Circulars and other design standards to be utilized during the design effort. All design will be performed according to the current edition at the time of execution of this work authorization

 FAA AC 150/5300-13; 	Airport Design
---	----------------

• FAA AC 150/5340-1; Standards for Airport Markings

• FAA AC 150/5370-2; Operational Safety on Airports During Construction

• FAA AC 150/5320-6; Airport Pavement Design and Evaluation

• FAA AC 150/5340-30; Design and Installation Details for Airport Visual Aids

• FAA AC 150/5370-10; Standards for Specifying Construction of Airports

Federal Aviation Regulation Part 77 Surfaces



B. WORK TASKS DESCRIPTIONS

i) <u>BASIC SERVICES</u>: The **CONSULTANT** shall perform the following Basic Services for the project as outlined in Exhibit C of the Master Agreement and further described below:

(1) Preliminary Evaluation Phase: The CONSULTANT shall:

- (a) General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed with this phase;
- (b) Coordinate with **OWNER** and agencies on project formulation, including preliminary budgeting costs estimated and prepare project scoping, fee preparation, project justification, finances, and schedules;
- (c) Review **OWNER** provided planning report prepared by CHA; including items such as ground surveys, preliminary soil borings, and digital drawing files as available;
- (d) Conduct site visit to evaluate existing conditions and discuss project with **OWNER**, attended by Project Manager and Civil Associate;
- (e) Prepare preliminary project report for review and comment. The preliminary project report shall include items such as:
 - Project Description
 - Project Purpose and Need
 - Summary of **OWNER** Provided Documentation
 - Preliminary Recommendations for Rehabilitation
 - Engineer's Opinion of Probable Construction Costs (EOPCC)
 - Exhibits (Plan View and Typical Sections)
- (f) Incorporate findings from the Special Services tasks for Alternatives Analysis into the preliminary report for documentation and presentation purposes;
- (g) Perform quality review and revisions prior to submission.
- (h) Deliverables:

Four (4) printed copies of preliminary review documents, as well as electronic (PDF) versions, as outlined above for **OWNER** review and coordination with other agencies as applicable.

(2) Design Development Phase: The **CONSULTANT** shall:

- (a) Perform General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed with this phase;
- (b) Coordinate with **OWNER** and agencies as necessary with this phase;
- (c) Prepare Erosion Control Plans and Coordinate with Agencies. **CONSULTANT** will prepare the necessary erosion control plans and coordinate necessary Erosion Control Permit;



- (d) Review and Evaluate Storm Water Management requirements and impacts of the project to coordinate with agencies to identify submittal requirements necessary for the project. CONSULTANT will prepare the necessary storm water management plans and coordinate necessary Permit;
- (e) Coordinate and provide geotechnical investigations, including soil borings and laboratory soil testing utilizing subcontracted services;
- (f) Prepare design documents of the project and prepare detailed plans, technical specifications, at approximately the 60% completion level.

 An estimated list of sheets are as follows;
 - Cover Sheet
 - Summary of Quantities
 - General Notes and Safety Notes (CSPP-1 and CSPP-2)
 - Project Phasing Layout (CSPP-3)
 - Construction Safety and Phasing Plans (CSPP-4 and CSPP-5)
 - Existing Conditions
 - Typical Sections
 - Geometric Layout and Demolition Plans
 - Paving and Grading Plans
 - Concrete Joint Layout Plans
 - Drainage Layout Plans
 - Erosion Control Plans and Details
 - Marking Plans and Details
 - Lighting Plans and Details
 - Technical Specifications Draft
- (g) Prepare Design Engineer's Report to describe the design elements and assumptions associated with the project;
- (h) Conduct a construction quantity take-off utilizing the 60% completion level plans;
- (i) Prepare a 60% completion level Engineer's Opinion of Probable Construction Costs (EOPCC);
- (j) Perform quality review and revisions prior to submission;
- (k) Conduct site visit to review plans and discuss project with **OWNER**, attended by Project Manager and Civil Associate;
- (I) Print and provide necessary copies for in-house production of engineering drawings and contract specifications.

(m) <u>Deliverables</u>:

Review documents will be prepared and transferred as electronic (PDF) versions as outlined above for **OWNER** review and coordination with other agencies as applicable. Review submittals will be coordinated utilizing Bluebeam Revu.



- (3) Design and Permitting Phase: The CONSULTANT shall:
 - (a) Perform General Project Coordination with **OWNER** on matters affecting the Project and general correspondence preparation, as needed with this phase;
 - (b) Coordinate with **OWNER** and agencies as necessary with this phase, including but not limited to coordination with airport users on potential construction schedules;
 - (c) Prepare and assist with the submission of FAA Airspace (Form 7460);
 - (d) Prepare and assist with the submission of Construction Safety and Phasing Plan (CSPP) for submittal to FAA;
 - (e) Conduct site visit to review plans and discuss project with **OWNER**, attended by Project Manager and Civil Associate;
 - (f) Prepare review design documents of the project and prepare detailed plans, technical specifications, incorporating comments from previous submittal (90% completion level).

An estimated list of sheets are as follows;

- Cover Sheet
- Summary of Quantities
- General Notes and Safety Notes (CSPP-1 and CSPP-2)
- Project Phasing Layout (CSPP-3)
- Construction Safety and Phasing Plans (CSPP-4 and CSPP-5)
- Existing Conditions
- Typical Sections
- Geometric Layout and Demolition Plans
- Paving and Grading Plans
- Concrete Joint Layout Plans
- Drainage Layout Plans
- Erosion Control Plans and Details
- Miscellaneous Details
- Marking Plans and Details
- Lighting Plans and Details
- Cross Sections
- Technical Specifications
- (g) Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary Bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the **OWNER** and Contractor (otherwise referred to as the Front-End Contract Documents including FAA General Provisions);
- (h) Prepare 100% completion level (As-Bid) final design documents of the project, incorporating comments from previous review;



- (i) Incorporate **OWNER** comments and agency comments from review submittals of the design documents as well as final design elements;
- (j) Prepare Final Design Report, including adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the PROJECT, or market conditions;
- (k) Prepare and coordinate applicable documents to obtain Erosion & Sediment Control permit with Buncombe County, NCDEQ;
- (I) Conduct a construction quantity take-off utilizing the 90% & 100% completion level plans and prepare a 90% & 100% completion level Engineer's Opinion of Probable Construction Costs (EOPCC);
- (m) Perform quality review and revisions prior to submissions of documents;
- (n) Print and provide necessary copies for in-house production of engineering drawings and contract specifications.

(o) Deliverables:

Review documents will be prepared and transferred as electronic (PDF) versions as outlined above for **OWNER** review and coordination with other agencies as applicable. Review submittals will be coordinated utilizing Bluebeam Revu.

(4) <u>Bidding and Contract Formulation Phase</u>: The **CONSULTANT** shall:

- (a) Assist the **OWNER** in advertising for and obtaining bids for the **PROJECT**, and, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process payments for Bidding Documents;
- (b) Receive and respond to contractors inquires related to the **PROJECT**;
- (c) Assist the **OWNER** in conducting a pre-bid conference to share pertinent bidding and technical information and requirements with prospective bidders;
- (d) Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents;
- (e) Distribute sets of Bidding Documents to Prospective Bidders and plan offices (Dodge and AGC) during the Bidding Phase; and,
- (f) Attend bid opening, prepare bid tabulation sheets, assist **OWNER** in evaluating bids, and provide a formal recommendation to award.

(g) Deliverables:

- Summary of bids received and a unit cost analysis
- · Recommendation of award





- (5) <u>Construction and Close-Out Phase</u>: After notice to proceed with the Construction Phase, **CONSULTANT** shall:
 - (a) The construction project duration is anticipated to be 150 Working Days, with an additional 30 Days provided to the Contractor for completion of punch list items;
 - (b) The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of a Contract for Construction and terminates upon completion of final payment to the Contractor and issuance of close-out documents to the **OWNER**;
 - (c) The CONSULTANT will prepare the applicable project setup documentation, and provide to the OWNER for further coordination;
 - (d) The **CONSULTANT** will coordinate the project startup items necessary with the **OWNER** and Contractor to schedule the construction start and other preconstruction startup items;
 - (e) The CONSULTANT will provide basic daily project administration throughout the duration of the referenced construction period. These tasks include items such as coordination with the RPR regarding project updates, assistance with scheduling of QA testing and coordination of on-call testing, provide regular updates to the OWNER regarding project status, and other general construction coordination items;
 - (f) **CONSULTANT** shall attend and administer the preconstruction conference;
 - (g) **CONSULTANT** shall attend and administer the pre-paving conference and review document provided prior to meeting;
 - (h) Visits to Site and Observation of Construction: In connection with observations of the work of Contractor(s) while it is in progress:
 - i. CONSULTANT shall make visits to the site at bi-weekly intervals throughout construction in order to observe, as an experienced and qualified design professional, the progress of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep OWNER informed of the progress of the work;



- ii. **CONSULTANT** shall not during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)'s work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents;
- (i) Defective Work: During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will diminish the integrity of the design concept of the Project as reflected in the Contract Documents;
- (j) Interpretations and Clarifications; "Request for Information (RFI)": CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required. For this agreement, coordination of up to fifteen (15) RFIs is included;
- (k) Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. For this agreement, coordination of up to thirty (30) Shop Drawings is included;
- (I) Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision the Master Agreement for Professional Services;





- (m) Inspections and Tests: CONSULTANT shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, tests, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents);
- (n) Disputes between OWNER and Contractor: CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith;
- (o) Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - i. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents);





- By recommending any payment, CONSULTANT will not thereby be ii. deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of Contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this Agreement and the Contract Documents. **CONSULTANT's** review of Contractor(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
- (p) CONSULTANT shall assist with FAA AIP Grant application package and associated funding requests. This includes coordination associated with potential negotiations with the low bid contractor, budget adjustments, determination of project inclusions of additive work, sponsor certification forms, and other coordination necessary to request FAA grant;
- (q) Contractor(s)' Completion Documents: CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments;
- (r) CONSULTANT shall prepare a Final Project Report to accompany the submittal of Record Drawings. The Final Project Report will include a summary of construction project information, financial, schedule, etc. This report shall also include the appropriate documentation of the testing summary for the QA tests completed throughout the project for compliance with FAA specifications;



- (s) Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable to **OWNER**, **FAA** and other governing agencies so that **CONSULTANT** may recommend, in writing, final payment to Contractor(s) and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in the Master Agreement for Professional Services; and,
- (t) Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs a through m inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the Contract Documents.
- (6) <u>SPECIAL AND ADDITIONAL SERVICES</u>: The **CONSULTANT** shall perform the following Special Services as outlined in Exhibit A of the Master Agreement:
 - (a) Alternatives Analysis (PH A): Prepare an alternatives analysis on four (4) methods of rehabilitating the existing pavement. Pavement designs for bituminous pavement and PCC pavement will be evaluated and an Engineer's Opinion of Probable Construction Costs (EOPCC) will be prepared for each. Alternatives analysis will be prepared for the following full-depth rehabilitation methods:
 - (i) Bituminous surface with new base material
 - (ii) PCC surface with new base material
 - (iii) Bituminous surface utilizing existing pavement for base material
 - (iv) PCC surface utilizing existing pavement for base material
 - (b) Design Geotechnical Investigation Services (PH B): Design Geotechnical Investigation Services are included and will be performed to provide design data of existing pavement and subgrade conditions as well as recommendations for design of project elements. Specific tasks include but are not limited to, soil identification, obtain subgrade properties for pavement design, and other geotechnical studies and analysis necessary to complete the project.



- (c) Design Ground Surveying Services (PH B): Existing available mapping will be used to the greatest extent possible to develop preliminary exhibits and evaluation during the preliminary phase. A detailed ground survey is included in Phase B and will be performed to obtain design level data necessary in order to prepare the design drawings. Survey data collected will not be uploaded into AGIS. Design grade topographic survey will be based on NAVD 88 vertical datum.
- (d) **Resident Project Representative Services (PH C):** Provide resident project representative (RPR) services during construction. The representative is anticipated to be on the site during days in which the Contractor is working:
 - a. 10 hours per working day for duration of project
 - b. The RPR will attend the Pre-Construction Conference.
 - c. Additional time is provided to the RPR for project initiation to become familiar with the project requirements and to mobilize to the project site.
 - d. Approximately 40 hours are anticipated for project closeout assistance, beyond standard contract time to the RPR for project closeout tasks including demobilization form the project site.
 - e. Five (5) additional days, at 10 hours per day, are included for special inspections.
- (e) Quality Assurance Testing Services (PH C): Provide subcontracted quality assurance testing services as necessary during construction in accordance with Construction Documents. These services include necessary testing coordination for QA as described in the following Technical Specification Sections: P-152, P-154, P-209, P-304, P-401, and P-501. This work will require a QA technician to be on-call (available within 4 hours' notice) during the majority of the construction operations and full-time during the pavement construction phase of the construction project.
- (f) **Prepare Construction Management Plan (PH C)**: As per FAA guidelines, this project will require the preparation and submittal of a Construction Management Plan. The **CONSULTANT** will prepare the required document and submit to **OWNER** for their submittal to FAA.
- (g) **Prepare Record Drawings (PH C):** Upon completion of construction and using documents provided by the contractor and a marked up set of plans by the RPR, the **CONSULTANT** will prepare a set of record drawings to reflect the final as-built condition. Plans will be prepared in AutoCAD format and electronic (PDF) copies and two (2) hard copies will be submitted to FAA and **OWNER**.



C. GENERAL ASSUMPTIONS

1) <u>Phase A:</u>

- a) Includes Basic Preliminary Phase (Discovery/Evaluation) Services as well as Special Services associated with Alternatives Analysis:
 - i) One (1) site visit is included in this Phase: Site visit upon completion of review of **OWNER** provided documents.
 - ii) Preparation of preliminary report.
 - iii) Preparation of apron marking plan, including aircraft parking positions.
 - (1) Does not include evaluation of or changes to airfield geometry.
 - iv) Does not include preparation of design plans; Phase A is evaluation only, for the preparation of Rough Order of Magnitude (ROM) project costs.

2) Phase B:

- a) Design Development Phase
 - i) FAA Airspace & Construction Safety and Phasing Plans (CSPP) will be prepared and coordinated with **OWNER** as appropriate.
 - ii) Two (2) alternate bid schedules are anticipated (Asphalt & Concrete).
 - iii) One (1) site visit is included in this Phase.
 - iv) Preparation of design review documents (approx. 60%).
- b) Design and Permitting Phase
 - i) Incorporate review comments for the preparation of final design documents.
 - ii) Plan review meetings will be held via on-site meetings and conference calls.
 - iii) The Design Phase ends upon submittal of "As-bid" Plans.
- c) Design Geotechnical Investigation Services
 - i) Work will be performed in such a manner that the AOA will remain open to the fullest extent practical.
- d) Design Ground Surveying Services
 - i) Work will be performed in such a manner that the AOA will remain open to the fullest extent practical.

3) Phase C:

- a) Bidding and Contract Formulation Phase
 - i) The cost of publishing the advertisement for bids in local publications is not included in this Work Authorization.
 - ii) The cost of reproducing bid documents is not included. These costs will be passed onto potential bidders, as applicable.
 - iii) The Bidding Phase ends upon submission of the recommendation to award letter to the **OWNER**.
 - iv) Three site visits are included in this Phase: Pre-bid conference and two (2) Bid Openings.





- b) Construction and Close-Out Services
 - i) Progress Meetings will be schedule on a bi-weekly basis.
 - ii) Three (3) Supplemental Site visits will be scheduled.
- 4) The following tasks are not included with this work authorization, but can be provided under a separate agreement as required or requested. This scope does not include:
 - a) Environmental Services: It is assumed the OWNER has coordinated all required environmental reviews and received clearance for the project;
 - b) Evaluation of fillet geometry;
 - c) Grant Application Submittal: It is assumed the **OWNER** will coordinate submittal of applicable grants application documents and project funding requirements;
 - d) Advertisement Costs: The CONSULTANT will distribute the electronic bid documents to Plan Rooms and it is assumed the OWNER will coordinate with the local newspaper and cover those publishing expenses associated with advertising the project for bids;
 - e) The **CONSULTANT** will coordinate applicable permits and fees associated with obtaining applicable permits during design and it is assumed the **OWNER** will cover the permit fees required pre-construction. It is assumed the **CONTRACTOR** will be responsible to cover the permit fees required for construction;
 - f) Preparation and establishment of the project MBE/WBE (or DBE) goals is not included with this scope, however participation with the established MBE/WBE (or DBE) goals (as provided by **OWNER**) will be incorporated into the bid documents.

III. CONSULTANT TEAM:

Parrish and Partners of North Carolina, PLLC with assistance from:

- S&ME for design level Geotechnical Investigation
- Ed Holmes & Associates Land Surveyors, PA for Design Surveys



IV. SCHEDULE:

The following is the proposed project schedule after Notice to Proceed (NTP):

Phase A:

Preliminary Complete 20 days Client/Agency Review (prelim review) 7 days

Phase B:

60% Design Complete 45 days (after geotech & survey)

Client/Agency Review (60% review) 7 days

90% Design Complete 14 days (not including permitting)

Client/Agency Review (90% review) 7 days 100% (As-Bid) Plans Complete 10 days

Total: 110 days

Phase C:

Bidding Period (x2) TBD (typically 30 days per cycle)
Construction Contract Time Estimated 150 Working Days

V. PROJECT BUDGET:

The estimated overall project budget is approximately \$5M (Estimated). This includes estimated costs associated with professional services, subcontracted services, permitting/mitigation fees, construction costs, etc.

The **OWNER** agrees to compensate the **CONSULTANT** for services performed for the work described herein as summarized on the Work Authorization No. 3 cover sheet and detailed in the attached Fee Summary Spreadsheets as Attachment B.

VI. FEES:

Project Budget based on EXHIBIT C "Schedule of Fees" included as part of the original Agreement for Professional Services.

This document is an attachment to be considered the detailed Scope of Services for Work Authorization No. 3, including the following attachments.

Attachments: Attachment B – WA3 Fee Spreadsheet(s)

Attachment C – WA3 Subconsultant Proposal(s)



ATTACHMENT B

Fee Spreadsheet(s)
9 Pages





PROJECT DESCRIPTION. AVE	ECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY)			TE PREPARED:	April 29, 202	21
PREPARED BY: Pai	ARED BY: Parrish and Partners of North Carolina, PLLC				1334 (WA#3)	
	Profession	nal Services	Fee Summary			
			Cu	irrent Contract		
Preliminary Evaluation Ph				A		
	Labor			\$11,496.79		
	Reimbursable Expenses _	O. I. Takalı		\$351.60		
		SubTotal: USE>		\$11,848.39 \$11,848.00		
Special / Additional Service	res - PH A	035>		\$11,848.00		
	Labor			\$8,695.62		
	Subconsultant Costs			\$0.00		
	Reimbursable Expenses _			\$150.00		
		SubTotal:		\$8,845.62		
		USE>		\$8,845.00		
Design Development Phase	se - PH B				SubTotal PH A:	\$20,693.00
Design Development Has	Labor			\$60,281.05		
	Reimbursable Expenses			\$553.20		
	· -	SubTotal:		\$60,834.25		
		USE>		\$60,834.00		
Design and Permitting Ph	ase - PH B					
	Labor			\$49,983.13		
	Reimbursable Expenses _			\$553.20		
		SubTotal:		\$50,536.33		
		USE>		\$50,536.00		
Special / Additional Service				•		
	Labor			\$0.00		
	Subconsultant Costs Reimbursable Expenses			\$11,000.00 \$0.00		
	Reillibursable Expenses _	SubTotal:		\$11,000.00		
		USE>		\$11,000.00		
		00L>			SubTotal PH B:	\$122,370.00
Bidding Phase - PH C						
	Labor			\$15,673.66		
	Reimbursable Expenses _			\$904.80		
		SubTotal:		\$16,578.46 \$46,578.00		
Construction Phase Servi	ann DU C	USE>		\$16,578.00		
Construction Phase Servi	Labor			\$158,676.00		
	Reimbursable Expenses		•	\$3,928.80		
		SubTotal:		\$162,604.80		
		USE>		\$162,604.00		
Special / Additional Service	ces - PH C					
	Labor			\$174,837.83		
	Subconsultant Costs			\$30,250.00		
	Reimbursable Expenses _			\$38,100.00		
		SubTotal:		\$243,187.83		
		USE>		\$243,187.00	SubTotal PH C:	\$422.260.00
			•=		SubTolai PH C:	\$422,369.00
Total	WA No. 3 Amount (LS):		\$565,432.0	00		





PROJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY) DATE PREPARED: April 29, 2021 PREPARED BY: Parrish and Partners of North Carolina, PLLC P&P PROJ NO: 1334 (WA#3) Employee Classifications **BASIC SERVICES ENGINEERING SERVICES** TASK TASK DESCRIPTION Proj. Manager/ Civil Technical SUBTOTAL Principal Sr. Engineer Engineer Associate Technician Assistant TASKS <u> Preliminary Evaluation Phase - PH A</u> General Project Coordination 4 2 Project Formulation & Scoping/Fee Preparation 2 6 3 Review Owner Provided Project Files 4 8 2 6 20 4 Site Visit / Owner Meeting (1 Trip, 2 staff) 8 8 16 5 Prepare Preliminary Design Engineer's Report 6 4 6 8 24 Included with Special Services - PH A 6 Incorporate Alternatives Analysis 0 Quality Review and Revisions 2 14 8 Prepare and Submit Preliminary Review Documents 2 2 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 14 SUBTOTAL HOURS/CLASSIFICATION: 0 22 6 32 <u>\$64.</u>01 BASIC HOURLY RATE \$35.60 \$29.72 \$21.88 \$72.18 \$50.62 TOTAL PER CLASSIFICATION \$303.72 \$1,139.20 \$416.08 \$306.38 \$0.00 \$1,408.22 Total Labor Cost (Without Multiplier) \$3,573.60 **Audited Overhead Rate** 189% \$6,754.10

Subtotal \$10,327.69 (1)

Profit 11% \$1,136.05 (2) Cost of Capital 0.32% 33.05 (3)

TOTAL (1) + (2) + (3) \$11,496.79

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	260	Mile	\$0.560	\$145.60
Trip Per Diem	1	Trip	\$56.00	\$56.00
Reproduction/Shipping	1	LS	\$150.00	\$150.00
TOTAL DIRECT NON-SALARY COST:				\$351.60

1 Trip @ 260 mi./trip

Prelim Design Services: \$11,848.39

Lump Sum Amount \$11,848.00





								REGIONAL AIR	IIE PORT
PROJECT	DESCRIPTION: AVL - REHAB SOUTH GA APRON (A	pprox. 10,300 S	(Y)	DATE PREPARI	ED: April 29, 2	<u> </u>			
PREPARE	D BY: Parrish and Partners of North Carolii	na, PLLC		P&P PROJ NO:	1334 (WA#	<i>‡</i> 3)			
TASK NUMBER	SPECIAL SERVICES ENGINEERING SERVICES TASK DESCRIPTION	Principal	Proj. Manager/ Sr. Engineer	Engineer	Employee C Civil Associate	Classifications Technician	Technical Assistant	Resident Project Representative Regular Time	SUBTOTAL
	TASKS	Рішыра	SI. LIIGHIGGI	Engineer	ASSOCIATE	1 Eurillician	Assistant	Regular Fille	SUBTOTAL
Special / Add	ditional Services - PH A								
	RPR Services			<u> </u>					
1	Attend Pre Construction Conference (1)								0
2	Project Initiation and Mobilize to Project Site								0
3	Project Inspection - Contract time xxx Days			11 TON	NCLUDED IN THIS	PHASE		ŀ	0
4	Project Closeout (1 Week)			-					0
5	Demobilize from Project Site								0
	SUBTOTAL HOURS/CLASSIFICATION:	0	0	0	0	0	0	0	
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	
	TOTAL PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Total Labor Cost (Without Multiplier)		\$0.00						
	Audited Overhead Rate	125%	\$0.00	-					
	Subtotal		\$0.00	(1)					
	Profit	11%	\$0.00	(2)					
	Cost of Capital	0.32%	0.00	(3)					
	TOTAL (1) + (2) + (3)		\$0.00						
	NON-SALARY COSTS		T	T =	1 2 1 1 1 1	1			
	A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal	1			
	Gas Reimb; 4WD Truck (20 mi/day @ xx days)		Mile		\$0.00	4			
	Gas Reimb; 4WD Truck (mob/de-mob)		Mile	<u> </u>	\$0.00	-			
	CEI - 4WD Truck (xx + 3 pre + 3 post)		Days	<u> </u>	\$0.00	ł			
	GSA Per Diem (xx + 3 pre + 3 post)		Days LS	-	\$0.00	1			
	Printing/Reproduction Supplies		LS	-	\$0.00 \$0.00	1			
	TOTAL DIRECT NON-SALARY COST:		LO		\$0.00 \$0.00	}			
	TOTAL BIRLEST HON GALART GOOT.			1	ψο.σσ	1			
	RPR Services:	\$0.	.00						
	Subconsultant and Additional Services								
1	Alternatives Analysis								0
' 1a	Prepare Pavement Design for 2 Asphalt sections		1						0
1b	Prepare Pavement Design for 2 Conc. sections		4	 	8	 	 	+	12 12
10	1 Toparo i avomoni Dougii ioi 2 Ooilo. Sootioiis		4		, o	 	 	+	12

	Subconsultant and Additional Services								
1	Alternatives Analysis								0
1a	Prepare Pavement Design for 2 Asphalt sections		4		8				12
1b	Prepare Pavement Design for 2 Conc. sections		4		8				12
1c	Prepare Exhibits		4		6	12			22
1d	Prepare EOPCC for each section		4		6	8	4		22
									0
	SUBTOTAL HOURS/CLASSIFICATION:	0	16	0	28	20	4	0	
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	
	TOTAL PER CLASSIFICATION	\$0.00	\$1,024.16	\$0.00	\$996.80	\$594.40	\$87.54	\$0.00	

(1)

Total Labor Cost (Without Multiplier) \$2,702.90

Audited Overhead Rate 189% \$5,108.47

189% \$5,108.47 Subtotal \$7,811.37

 Profit
 11%
 \$859.25
 (2)

 Cost of Capital
 0.32%
 25.00
 (3)

TOTAL (1) + (2) + (3) \$8,695.62

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Extension	Subtotal
Mileage	0	Mile	\$0.560	\$0.00	
Per Diem	0	Trip	\$56.00	\$0.00	
Reproduction/Shipping	1	LS	\$150.00	\$150.00	
					\$150.00
B. Subconsultant Fees					
		LS		\$0.00	
		LS		\$0.00	
Subconsultant Fixed Fee	1	LS	\$0.00	\$0.00	
					\$0.00
TOTAL DIRECT NON-SALARY COST:					\$150.00

0 Trip @ 260 mi./trip

Subconsultant / Additional Services: \$8,845.62

Lump Sum Amount \$8,845.00





AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY) PROJECT DESCRIPTION: DATE PREPARED: April 29, 2021 PREPARED BY: **P&P PROJ NO:** Parrish and Partners of North Carolina, PLLC 1334 (WA#3) **Employee Classifications BASIC SERVICES ENGINEERING SERVICES** TASK TASK DESCRIPTION Proi. Manager/ Civil Technical SUBTOTAL Principal Sr. Engineer Engineer Associate Technician Assistant TASKS Design Development Phase - PH B Project Coordination 2 8 6 2 22 2 Prepare and Coordinate E&SC Plans for Permit/Approval 6 12 8 4 30 3 SWM/Drainage System Review / Coordination 12 16 8 36 4 Coordinate Subconsultants 4 2 2 8 5 Prepare 60% Review Documents 0 5a Cover Sheet 2 2 6 2 12 5b Summary of Quantities 2 4 6 2 14 General Notes 5c 2 2 4 2 10 5d Project Layout 2 4 6 12 5e Construction Safety and Phasing Plan 4 6 12 16 39 5f **Existing Conditions** 2 6 6 14 5g **Typical Sections** 2 8 10 20 Geometric Layout and Demolition Plan 5h 4 6 18 8 5i Paving and Grading Plan 8 12 12 32 Concrete Joint Layout 5j 6 8 10 24 5k Drainage Layout Plan 2 6 6 14 51 Erosion Control Plans & Details 6 6 8 20 5m Marking Plans and Details 2 6 8 16 5n Lighting Plans and Details 6 2 12 4 **Draft General Project Specifications** 6 4 8 18 6 Draft Special Provisions 10 8 Draft Technical Specifications 4 6 8 18 9 Prepare Design Engineer's Report 4 8 4 4 20

2

2

2

8

106

\$64.01

\$6.785.06

0

\$50.62

\$0.00

(3)

Total Labor Cost (Without Multiplier) \$18,737.42 **Audited Overhead Rate** 189% \$35,413.72

Subtotal \$54,151.14

(1) Profit 11% \$5,956.63 (2)

\$72.18

\$288.72

1

0.32% Cost of Capital 173.28 TOTAL(1) + (2) + (3)\$60,281.05

NON-SALARY COSTS

Prepare Construction Quantities (60% level)

Site Visit / Owner Meeting (1 Trip, 2 staff)

Quality Control Review

Prepare Engineer's Opinion of Const. Costs (60% level)

SUBTOTAL HOURS/CLASSIFICATION:

BASIC HOURLY RATE

TOTAL PER CLASSIFICATION

10

11

12

13

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	520	Mile	\$0.560	\$291.20
Per Diem	2	Trip	\$56.00	\$112.00
Reproduction/Shipping	1	LS	\$150.00	\$150.00
TOTAL DIRECT NON-SALARY COST:				\$553.20

2 Trip @ 260 mi./trip

2

2

2

2

50 \$21.88

\$1.094.20

18

12

13

Design Development Services: \$60,834.25

Lump Sum Amount	\$60,834.00
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6

4

4

8

170

\$35.60

\$6,052.00

8

4

2

152

\$29.72

\$4,517.44





PROJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY)

DATE PREPARED: April 29, 2021

PREPARED BY: Parrish and Partners of North Carolina, PLLC

P&P PROJ NO: 1334 (WA#3)

		Employee Classifications							
TASK NUMBER	BASIC SERVICES ENGINEERING SERVICES TASK DESCRIPTION	Principal	Proj. Manager/ Sr. Engineer	Engineer	Civil Associate	Technician	Technical Assistant	SUBTOTAL	
	TASKS								
Design and F	Permitting Phase - PH B								
1	Project Coordination	2	8		6	4	2	22	
2	Prepare & Assist w/ FAA Airspace		4		4	4	2	14	
3	Prepare & Assist w/ FAA CSPP		4		16	4	4	28	
4	Site Visit / Owner Meeting (1 Trip, 2 staff)		8		8	2	2	20	
5	Prepare 90% Review Documents								
5a	Cover Sheet				2	4		6	
5b	Summary of Quantities		2		2	4		8	
5c	General Notes		2		2	4		8	
5d	Project Layout		2		2	4		8	
5e	Construction Safety and Phasing Plan		4		6	6	2	18	
5f	Existing Conditions				4	4		8	
5g	Typical Sections		2		4	4		10	
5h	Geometric Layout and Demolition Plan		2		4	6		12	
5i	Paving and Grading Plan		4		6	8		18	
5j	Concrete Joint Layout		2		6	6		14	
5k	Drainage Layout Plan				2	4		6	
51	Erosion Control Plans & Details		4		4	6		14	
5m	Miscellaneous Details				2	4		6	
5n	Marking Plans and Details		2		2	4		8	
50	Lighting Plans and Details		2		2	4		8	
5p	Cross Sections		2		4	6		12	
6	General Project Specifications		2		6		4	12	
7	Special Provisions		2		4		2	8	
8	Technical Specifications		2		6		4	12	
9	Prepare 100%/As-bid Documents		4		8	10	2	24	
10	Incorporate Review Comments		2		6	10	2	20	
11	Final Design Engineer's Report		4		6	4	4	18	
12	Prepare and Coordinate E&SC Submittal for Permit		8		12	8	4	32	
13	Prepare Quantities & EOPCC (90 & 100% level)		2		6	8	2	18	
14	Quality Control Review	1	2		4	4	2	13	
	SUBTOTAL HOURS/CLASSIFICATION:	3	82	0	146	136	38		
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88		
	TOTAL PER CLASSIFICATION	\$216.54	\$5,248.82	\$0.00	\$5,197.60	\$4,041.92	\$831.59		
	Total Labor Cost (Without Multiplier)	+-10.0 .	\$15,536.47	+	+-,	+ -,	, , , , , , , , , , , , , , , , , , ,	ı	
	<u> </u>	Ţ		l					

Audited Overhead Rate 189% \$29,363.93

Subtotal \$44,900.40 (1)

Profit 11% \$4,939.04 (2) Cost of Capital 0.32% 143.68 (3)

TOTAL (1) + (2) + (3) \$49,983.13

NON-SALARY COSTS

NON-DALAKT COOTS				
A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	520	Mile	\$0.560	\$291.20
Per Diem	2	Trip	\$56.00	\$112.00
Reproduction/Shipping	1	LS	\$150.00	\$150.00
TOTAL DIRECT NON-SALARY COST:				\$553.20

2 Trip @ 260 mi./trip

Design & Permitting Services: \$50,536.33

Lump Sum Amount	\$50,536.00
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OJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON ((Approx. 10.300 S	SY)	DATE PREPAR	ED: April 29, 2	2021			
				·				
EPARED BY: Parrish and Partners of North Card	olina, PLLC		P&P PROJ NO:	1334 (WA#	‡3)			
				Employee (Classifications			
SPECIAL SERVICES				Limployee	Diassilications			
SPECIAL SERVICES ENGINEERING SERVICES TASK DESCRIPTION								
TASK DESCRIPTION		Proj. Manager/		Civil		Technical	Resident Project	
HASK DESCRIPTION	Principal	Sr. Engineer	Engineer	Associate	Technician	Assistant	Representative	SUBTO
TASKS	Fililcipai	Si. Eligineei	Liigineer	Associate	recrimician	Assistant	Representative	30810
cial / Additional Services - PH B								
RPR Services								
1 Attend Pre Construction Conference (1)	4						,	0
2 Project Initiation and Mobilize to Project Site	4				5			0
3 Project Inspection - Contract time xxx Days	4		NOT II	NCLUDED IN THIS	PHASE		,	0
4 Project Closeout (1 Week)	4							0
5 Demobilize from Project Site		1		ı	1	1	$\overline{}$	0
SUBTOTAL HOURS/CLASSIFICATION:	0	0	0	0	0	0	0	l
BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	1
TOTAL PER CLASSIFICATION Total Labor Cost (Mithaut Multiplier)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	i
Total Labor Cost (Without Multiplier) Audited Overhead Rate	125%	\$0.00	_					
Subtota		\$0.00						
Profit	11%	\$0.00	(1)					
Cost of Capital	0.32%	\$0.00	(2)					
TOTAL (1) + (2) + (3		0.00	(3)					
NON-SALARY COSTS	"	\$0.00						
A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal	1			
Gas Reimb; 4WD Truck (20 mi/day @ xx days		Mile	11410	\$0.00	1			
Gas Reimb; 4WD Truck (mob/de-mob	<u> </u>	Mile		\$0.00	1			
CEI - 4WD Truck (xx + 3 pre + 3 post	-	Days		\$0.00				
GSA Per Diem (xx + 3 pre + 3 post		Days		\$0.00				
Printing/Reproduction		LS		\$0.00				
Supplie		LS		\$0.00	1			
TOTAL DIRECT NON-SALARY COST:				\$0.00	1			
			1		•			
RPR Services:	\$0	0.00						
Subconsultant and Additional Services								
1 Coordinate Design Survey Sub			Inclu	uded with Basic Sei	vices			0
2 Coordinate Geotechnical Sub				uded with Basic Sei				0
								0
	1						 	0
	1						 	0
	1						 	0
SUBTOTAL HOURS/CLASSIFICATION:	0	0	0	0	0	0	0	
BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	1
TOTAL PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
Total Labor Cost (Without Multiplier)	1	\$0.00	*	** - *	,	*	T	1

	Subconsultant and Additional Services									
1	Coordinate Design Survey Sub		Included with Basic Services							
2	Coordinate Geotechnical Sub		Included with Basic Services							
·									0	
									0	
									0	
									0	
	SUBTOTAL HOURS/CLASSIFICATION:	0	0	0	0	0	0	0		
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02		
	TOTAL PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Audited Overhead Rate 189% \$0.00

TOTAL (1) + (2) + (3)

Subtotal \$0.00 (1)

\$0.00

Profit 11% \$0.00 (2) Cost of Capital 0.32% 0.00 (3)

NON-SALADY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Extension	Subtotal
Mileage	0	Mile	\$0.560	\$0.00	
Per Diem	0	Trip	\$56.00	\$0.00	
Reproduction/Shipping	0	LS	\$150.00	\$0.00	
					\$0.00
B. Subconsultant Fees					
Design Survey Services - Ed Holmes (est)	1	LS	\$5,000.00	\$5,000.00	
Design Geotechnical Services - S&ME (est)	1	LS	\$5,000.00	\$5,000.00	
Subconsultant Fixed Fee	1	LS	\$1,000.00	\$1,000.00	
					\$11,000.00
TOTAL DIRECT NON-SALARY COST:					\$11,000.00

0 Trip @ 260 mi./trip

\$11,000.00 **Subconsultant / Additional Services:**

> **Lump Sum Amount** \$11,000.00





PROJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY) DATE PREPARED: April 29, 2021 PREPARED BY: Parrish and Partners of North Carolina, PLLC P&P PROJ NO: 1334 (WA#3) Employee Classifications **BASIC SERVICES ENGINEERING SERVICES** TASK TASK DESCRIPTION Proj. Manager/ Civil Technical SUBTOTAL Principal Sr. Engineer Engineer Associate Technician Assistant TASKS Bidding Phase - PH C Assist Owner with Advertising for Bids 2 8 Maintain a Record of Prospective Bidders b 6 6 Receive and Process Payments for Documents 4 d Receive and Respond to Contractor Questions 12 24 6 42 Prepare for and Attend Pre-Bid Conference (1) е 2 18 8 8 Prepare for and Issue Appropriate Addenda 4 8 8 20 Distribute Plans to Prospective Bidders g 8 8 Prepare for and Attend Bid Opening (1) h 6 2 8 Prepare Bid Tabulation and Bid Summary i 4 6 Evaluate Bids and Prepare Recommendation of Award 1 2 5 2 Prepare for and Attend 2nd Bid Opening (1) k 2 6 8 0 SUBTOTAL HOURS/CLASSIFICATION: 0 28 0 57 48 \$64.01 \$35.60 \$29.72 \$21.88 BASIC HOURLY RATE \$72.18 \$50.62 TOTAL PER CLASSIFICATION \$2,029.20 \$1,792.28 \$0.00 \$1,050.43 \$0.00 \$0.00 Total Labor Cost (Without Multiplier) \$4,871.91

Audited Overhead Rate 189% \$9,207.91

Subtotal \$14,079.83 (1)

Profit 11% \$1,548.78 (2)
Cost of Capital 0.32% 45.06 (3)

TOTAL (1) + (2) + (3) \$15,673.66

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	780	Mile	\$0.560	\$436.80
Per Diem	3	Trip	\$56.00	\$168.00
Reproduction/Shipping	1	LS	\$300.00	\$300.00
TOTAL DIRECT NON-SALARY COST:				\$904.80

3 Trips @ 260 mi./trip

Bidding Services: \$16,578.46





PROJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY)

PREPARED BY: Parrish and Partners of North Carolina, PLLC

P&P PROJ NO: 1334 (WA#3)

Employee Classifications

BASIC SERVICES
ENGINEERING SERVICES

œ		Employee Classifications						
TASK NUMBER	BASIC SERVICES ENGINEERING SERVICES TASK DESCRIPTION		Proj. Manager/		Civil		Technical	
	150 Days + 30 Days	Principal	Sr. Engineer	Engineer	Associate	Technician	Assistant	SUBTOTAL
	TASKS			1		ı		
	Phase Services - PH C							
1	Project Initiation and Setup	8	6			6		20
2	Project Startup Coordination with Owner & Contractor	4	8	6		8	4	30
3	Daily Project Administration (150 days)	8	75	22	150	30	20	305
4	Assist with Pre-Construction Funding Coord.	2	2		4		4	12
5	Preconstruction Conference (1)		12	2	8	6		28
6	Construction Progress meetings (11)		88	8	40		16	152
7	Pre-Paving Conference (1)		8		10	2		20
8	Supplemental Site Visits (3)		16	4	24	4	2	50
9	Review and Process Shop Drawing Submittals (30)		15	60	30	8	6	119
10	Review and Coordinate Paving Plan		4	2	8	6		20
11	Review Testing Reports		6	12	12	6		36
12	Review and Process Pay Request (6)		6		12	4	8	30
13	FAA Reimbursement Request & Reports			not in	cluded			0
14	Respond to RFIs and Contractor Inquiries (15)		15	10	30	10	6	71
15	Coordinate Subconsultants	2	8		12	6	8	36
16	Grant/Funding Coordination & Assistance	4	16		8	4	6	38
17	Substantial Completion Inspection (1)		8	2	10	4	2	26
18	Coordinate Punch List Completion		6	2	8	2	2	20
19	Final Inspection (1)		8	2	8	4	2	24
20	Final Project Report		6	4	10	4	2	26
21	Project Closeout Documentation		4	4	16	8	6	38
								0
								0
								0
								0
								0
								0
								0
								0
								0
								, i
	SUBTOTAL HOURS/CLASSIFICATION:	28	317	140	400	122	94	
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	
	TOTAL PER CLASSIFICATION	\$2,021.04	\$20,291.17	\$7,086.80	\$14,240.00	\$3,625.84	\$2,057.10	
	T () () () () () () () () () (A 40 0 0 4 0 5					

Total Labor Cost (Without Multiplier) \$49,321.95

Audited Overhead Rate 189% \$93,218.48

Subtotal \$142,540.42 (1)

Profit 11% \$15,679.45 (2)

Cost of Capital 0.32% 456.13 (3)

TOTAL (1) + (2) + (3) \$158,676.00

NON-SALARY COSTS

11011 07127 1111 00010				
A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Mileage	4,680	Mile	\$0.560	\$2,620.80
Per Diem	18	Trip	\$56.00	\$1,008.00
Reproduction/Shipping	1	LS	\$300.00	\$300.00
TOTAL DIRECT NON-SALARY COST:				\$3,928,80

18 Trips @ 260 mi./trip

Construction Services: \$162,604.80

Lump Sum Amount	\$162,604.00
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PROJECT DESCRIPTION: AVL - REHAB SOUTH GA APRON (Approx. 10,300 SY)				DATE PREPARED: April 29, 2021					
PREPARED BY: Parrish and Partners of North Carolina, PLLC				P&P PROJ NO:	1334 (WA#	3)			
~		Employee Classifications							
TASK NUMBER	SPECIAL SERVICES								
j N	ENGINEERING SERVICES							Resident Project	
ASK	TASK DESCRIPTION		Proj. Manager/		Civil		Technical	Representative	
-		Principal	Sr. Engineer	Engineer	Associate	Technician	Assistant		SUBTOTAL
	TASKS								
Special / Additional Services - PH C									
RPR Services									
1	Attend Pre Construction Conference (1)							8	8
2	Project Initiation and Mobilize to Project Site							24	24
3	Project Inspection - Contract time 150 Days @10 hr/day							1500	1500
4	Project Closeout (40 hrs)							40	40
5	Demobilize from Project Site							12	12
	SUBTOTAL HOURS/CLASSIFICATION:	0	0	0	0	0	0	1584	
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	
	TOTAL PER CLASSIFICATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,807.68	
	Total Labor Cost (Without Multiplier)		\$61,807.68						

Audited Overhead Rate 125% \$77,259.60

Subtotal \$139,067.28 (1)

Profit 11% \$15,297.40 (2)
Cost of Capital 0.32% 445.02 (3)

TOTAL (1) + (2) + (3) \$154,809.70

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Subtotal
Gas Reimb; 4WD Truck (20 mi/day @ 150 days)	3,000	Mile	\$0.20	\$600.00
Mileage Reimb(mob/de-mob)	600	Mile	\$0.56	\$336.00
CEI - 4WD Truck (150 + 3 pre + 3 post)	156	Days	\$50.00	\$7,800.00
GSA Per Diem (150 + 3 pre + 3 post)	156	Days	\$176.00	\$27,456.00
Printing/Reproduction	1	LS	\$200.00	\$200.00
Supplies	1	LS	\$500.00	\$500.00
TOTAL DIRECT NON-SALARY COST:				\$36,892.00

RPR Services: \$191,701.70

	Subconsultant and Additional Services								
1	Coordinate Record Drawing Survey Sub		Included with Basic Services						
2	Coordinate QA Geotechnical Sub		Included with Basic Services						0
3	Prepare Construciton Management Plan		6	2	16	6			30
4	Prepare Record Drawings (As-Builts)		6	8	12	36	8		70
5	Special Inspections (5 days, Engineer)			50					50
									0
	SUBTOTAL HOURS/CLASSIFICATION:	0	12	60	28	42	8	0	
	BASIC HOURLY RATE	\$72.18	\$64.01	\$50.62	\$35.60	\$29.72	\$21.88	\$39.02	
	TOTAL PER CLASSIFICATION	\$0.00	\$768.12	\$3,037.20	\$996.80	\$1,248.24	\$175.07	\$0.00	

(1)

Audited Overhead Rate 189% \$11,766.07

Subtotal \$17,991.50

\$6,225.43

Profit 11% \$1,979.06 (2) Cost of Capital 0.32% 57.57 (3)

TOTAL (1) + (2) + (3) \$20,028.14

Total Labor Cost (Without Multiplier)

NON-SALARY COSTS

A. Reimbursable Expense	Quantity	Unit	Rate	Extension	Subtotal
Mileage	1,300	Mile	\$0.560	\$728.00	
Per Diem	5	Trip	\$56.00	\$280.00	
Reproduction/Shipping	1	LS	\$200.00	\$200.00	
					\$1,208.00
B. Subconsultant Fees					
Record Drawing Survey - Ed Holmes (est)	1	LS	\$2,500.00	\$2,500.00	
QA Testing Services - S&ME (est)	1	LS	\$25,000.00	\$25,000.00	
Subconsultant Fixed Fee	1	LS	\$2,750.00	\$2,750.00	
					\$30,250.00
TOTAL DIRECT NON-SALARY COST:					\$31,458.00

Subconsultant / Additional Services: \$51,486.14

Lump Sum Amount \$243,187.00

5 Trip @ 260 mi./trip



ATTACHMENT C

Switch Sample Switch Sw

NOT INCLUDED – ESTIMATED FEES ONLY FINAL COSTS WILL BE ADJUSTED BASED ON PROPOSALS RECEIVED



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 4, 2021

ITEM DESCRIPTION - Information Section Item A

April, 2021 Traffic Report – Asheville Regional Airport

SUMMARY

Passenger traffic in Asheville is on the rise after a year of decreased traffic due to the effects of the COVID-19 pandemic. Because travel in April of 2020 was at a virtual standstill, April, 2021 overall passenger traffic numbers were up 4034.5% compared to the same period last year, but were down by 20.5% compared to April, 2019. Passenger traffic numbers reflect a 3897.6% increase in passenger enplanements from April, 2020 and a 21.0% decrease from April, 2019. Enplanements for Fiscal Year to Date total 323,546 which is a 46.1% decrease over the same period last year.

AIRLINE PERFORMANCE

<u>Allegiant Airlines</u>: Year over Year passenger enplanements for Allegiant in April 2021 were up by 22140.5%. There were eight flight cancellations for the month.

<u>American Airlines</u>: American's April 2021 passenger enplanements represent a 1866.7% increase over the same period last year. There were two flight cancellations for the month.

<u>Delta Airlines</u>: Enplanements for Delta in April 2021 increased by 1619.0%. There were no flight cancellations for the month.

<u>United Airlines</u>: In April 2021, United Airlines saw an increase in enplanements by 10861.7% over the same period last year. There were no flight cancellations for the month.

Monthly Traffic Report Asheville Regional Airport

April 2021



Category	Apr 2021	Apr 2020	Percentage Change	*CYTD-2021	*CYTD-2020	Percentage Change	*MOV12-2021	*MOV12-2020	Percentage Change
Passenger Traffic	С								
Enplaned	48,371	1,210	3897.6%	133,035	143,391	-7.2%	344,052	740,972	-53.6%
Deplaned	<u>49,534</u>	<u>1,158</u>	4177.5%	<u>131,979</u>	<u>141,765</u>	-6.9%	<u>340,778</u>	<u>741,185</u>	-54.0%
Total	97,905	2,368	4034.5%	265,014	285,156	-7.1%	684,830	1,482,157	-53.8%
Aircraft Operatio	ns								
Airlines	1,155	286	303.8%	4,107	2,990	37.4%	10,458	12,672	-17.5%
Commuter/ Air Taxi	<u>761</u>	<u>166</u>	358.4%	2,207	2,440	-9.5%	7,282	11,176	-34.8%
Subtotal	<u>1,916</u>	<u>452</u>	323.9%	<u>6,314</u>	<u>5,430</u>	16.3%	<u>17,740</u>	<u>23,848</u>	-25.6%
General Aviation	3,649	1,110	228.7%	11,729	10,340	13.4%	40,410	45,245	-10.7%
Military	<u>454</u>	<u>142</u>	219.7%	<u>1,152</u>	<u>640</u>	80.0%	2,839	<u>2,787</u>	1.9%
Subtotal	<u>4,103</u>	<u>1,252</u>	227.7%	<u>12,881</u>	<u>10,980</u>	17.3%	43,249	48,032	-10.0%
Total	6,019	1,704	253.2%	19,195	16,410	17.0%	60,989	71,880	-15.2%
Fuel Gallons									
100LL	16,803	7,963	111.0%	49,572	32,937	50.5%	160,451	156,701	2.4%
Jet A (GA)	141,425	22,155	538.3%	365,164	193,128	89.1%	1,388,711	1,303,192	6.6%
Subtotal	<u>158,228</u>	<u>30,118</u>	425.4%	<u>414,736</u>	226,065	83.5%	<u>1,549,162</u>	<u>1,459,893</u>	6.1%
Jet A (A/L)	<u>582,539</u>	44,472	1209.9%	2,090,374	1,562,368	33.8%	<u>4,676,451</u>	6,800,094	-31.2%
Total	740,767	74,590	893.1%	2,505,110	1,788,433	40.1%	6,225,613	8,259,987	-24.6%

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

Airline Enplanements, Seats, and Load Factors Asheville Regional Airport April 2021



			Percentage			Percentage
	April 2021	April 2020	Change	*CYTD-2021	*CYTD-2020	Change
llegiant Air						
Enplanements	24,687	111	22140.5%	68,785	65,020	5.8%
Seats	42,393	531	7883.6%	130,977	100,209	30.7%
Load Factor	58.2%	20.9%	178.6%	52.5%	64.9%	-19.1%
merian Airlines						
Enplanements	13,098	666	1866.7%	35,234	36,368	-3.1%
Seats	18,759	7,619	146.2%	64,937	64,224	1.1%
Load Factor	69.8%	8.7%	698.8%	54.3%	56.6%	-4.2%
elta Airlines						
Enplanements	6,859	399	1619.0%	20,226	25,657	-21.2%
Seats	12,693	4,726	168.6%	44,461	40,865	8.8%
Load Factor	54.0%	8.4%	540.1%	45.5%	62.8%	-27.5%
pirit Airlines						
Enplanements	0	0	0.0%	0	5,265	-100.0%
Seats	0	0	0.0%	0	10,034	-100.0%
Load Factor	0	0	0.0%	0	52.5%	0.0%
nited Airlines						
Enplanements	3,727	34	10861.7%	8,790	11,081	-20.7%
Seats	5,100	1,500	240.0%	17,200	18,078	-4.9%
Load Factor	73.1%	2.3%	3124.0%	51.1%	61.3%	-16.6%
otals						
Enplanements	48,371	1,210	3897.6%	133,035	143,391	-7.2%
Seats	78,945	14,376	449.1%	257,575	233,410	10.4%
Load Factor	61.3%	8.4%	628.0%	51.6%	61.4%	-15.9%

Airline Flight Completions Asheville Regional Airport

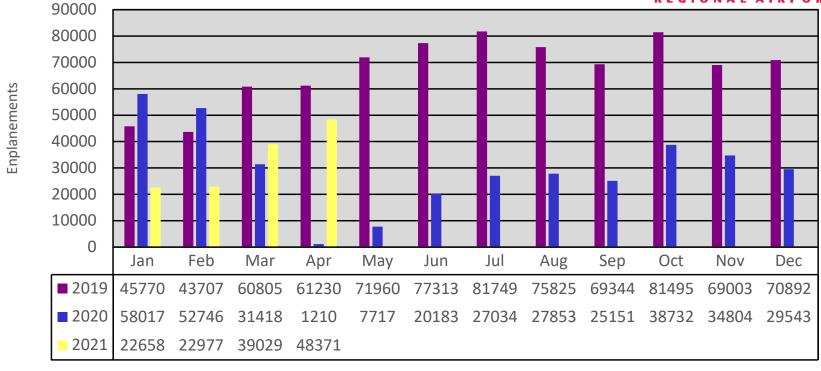
April 2021



	Scheduled		Cancellation	ons Due To		Total	Percentage of
Airline	Flights	Field	Mechanical	Weather	Other	Cancellations	Completed Flights
Allegiant Air	244	0	0	0	8	8	96.7%
American Airlines	263	0	0	2	0	2	99.2%
Delta Air Lines	174	0	0	0	0	0	100.0%
United Airlines	102	0	0	0	0	0	100.0%
Total	783	0	0	2	8	10	98.7%

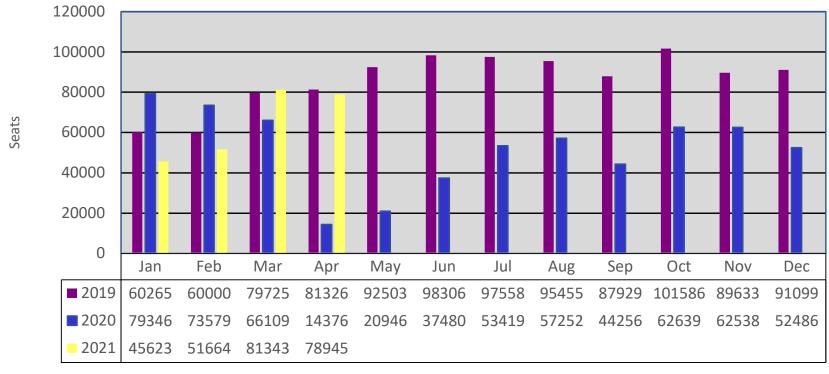
Monthly Enplanements By Year Asheville Regional Airport





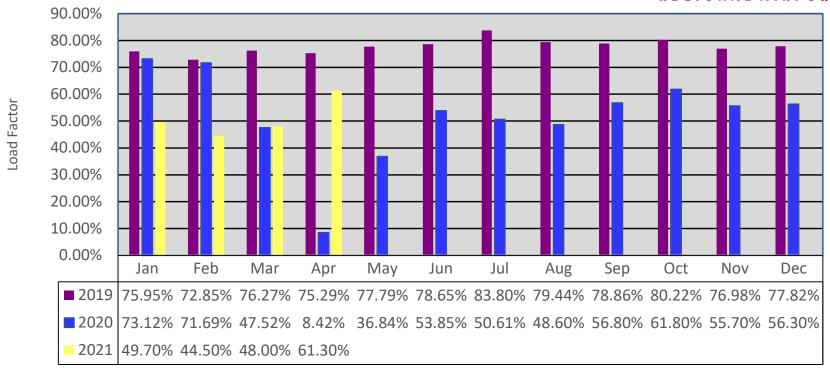
Monthly Seats By Year Asheville Regional Airport

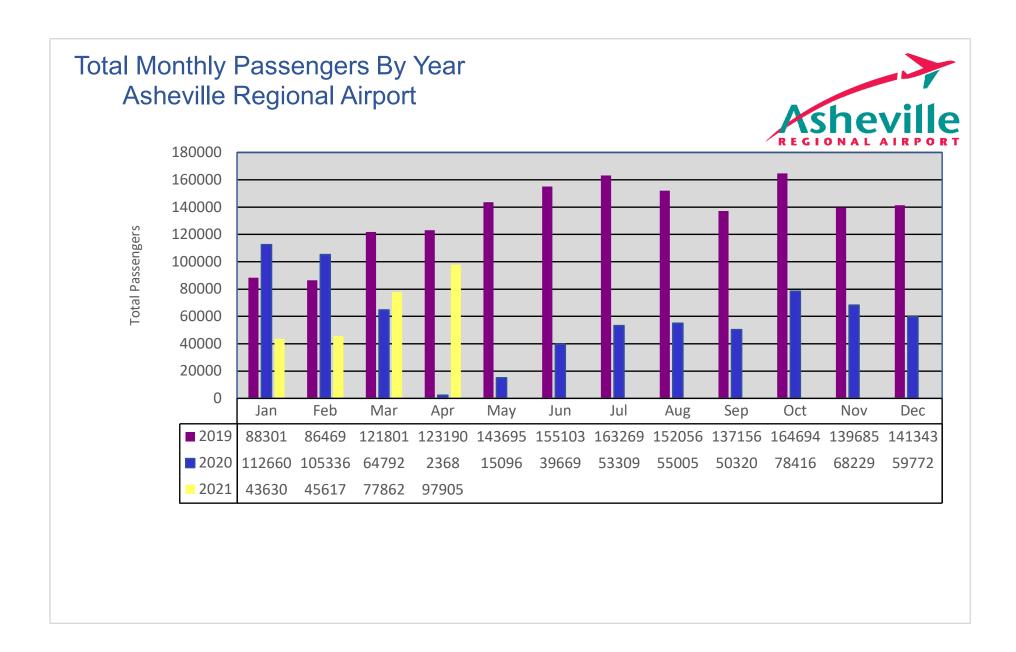




Monthly Load Factors By Year Asheville Regional Airport



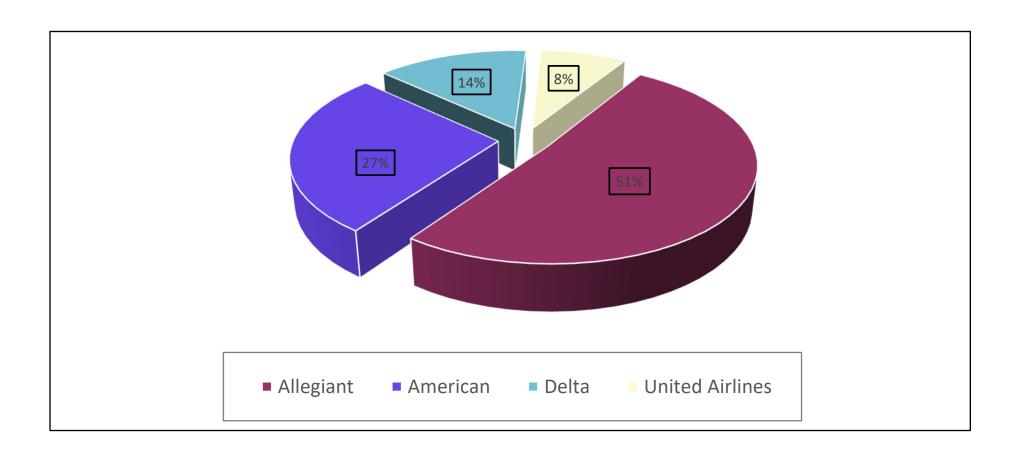




Airline Market Share Analysis (Enplanements) Asheville Regional Airport



Report Period From April 2021 Through April 2021



AVL - Three month schedule Summary Report June 2021 to August 2021 vs. June 2020 to August 2020 vs. June 2019 to August 2019 27-May-21

Mist At	Travel Pe		Doot	Jun 2021	Jun 2021	Jun 2020	Conto	Jun 2019	Conto	Diff		Percent		Diff 2		Percent D	
Mkt Al	A)// \/DD	Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
7Q 7Q	AVL-VRB	AVL VRB	VRB	0 0	0	0 0	0	2 2	100 100	0	0	-	-	(2)	(100)	(100.0%)	(100.0%)
AA	VRB-AVL AVL-BOS	AVL	AVL BOS	1	76	0	0	0	0	1	76	-	-	(2) 1	(100) 76	(100.0%)	(100.0%)
AA	AVL-BOS AVL-CLT	AVL	CLT	48	3,051	21	1,596	55	3,586	27	1,455	128.6%	91.2%	(7)	(535)	(12.7%)	(14.9%)
AA	AVL-CL1 AVL-DCA	AVL	DCA	7	532	0	0	0	0,560	7	532	120.070	91.270	7	532	(12.770)	(14.970)
AA	AVL-DFW	AVL	DFW	, 21	1,596	7	532	7	532	14	1,064	200.0%	200.0%	14	1,064	200.0%	200.0%
AA	AVL-LGA	AVL	LGA	1	65	0	0	2	152	1	65	-	-	(1)	(87)	(50.0%)	(57.2%)
AA	AVL-ORD	AVL	ORD	7	455	0	Ö	0	0	7	455	_	_	7	455	(00.070)	(01.270)
AA	AVL-PHL	AVL	PHL	13	702	5	380	7	350	8	322	160.0%	84.7%	6	352	85.7%	100.6%
AA	BOS-AVL	BOS	AVL	1	76	Ō	0	0	0	1	76	-	-	1	76	-	-
AA	CLT-AVL	CLT	AVL	48	3,051	21	1,596	55	3,586	27	1,455	128.6%	91.2%	(7)	(535)	(12.7%)	(14.9%)
AA	DCA-AVL	DCA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	` - ′	` - ′
AA	DFW-AVL	DFW	AVL	21	1,596	7	532	7	532	14	1,064	200.0%	200.0%	14	1,064	200.0%	200.0%
AA	LGA-AVL	LGA	AVL	1	65	0	0	2	152	1	65	-	-	(1)	(87)	(50.0%)	(57.2%)
AA	ORD-AVL	ORD	AVL	7	455	0	0	0	0	7	455	_	_	7	455	_	-
AA	PHL-AVL	PHL	AVL	13	702	5	380	7	350	8	322	160.0%	84.7%	6	352	85.7%	100.6%
DL	ATL-AVL	ATL	AVL	43	3.178	7	532	55	3.664	36	2,646	514.3%	497.4%	(12)	(486)	(21.8%)	(13.3%)
DL	AVL-ATL	AVL	ATL	43	3,178	7	532	55	3,664	36	2,646	514.3%	497.4%	(12)	(486)	(21.8%)	(13.3%)
DL	AVL-LGA	AVL	LGA	7	532	0	0	1	76	7	532	-	-	6	456	600.0%	600.0%
DL	LGA-AVL	LGA	AVL	7	532	0	0	1	76	7	532	-	-	6	456	600.0%	600.0%
G4	AUS-AVL	AUS	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-AUS	AVL	AUS	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-BOS	AVL	BOS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-BWI	AVL	BWI	2	354	2	372	2	372	0	(18)	0.0%	(4.8%)	0	(18)	0.0%	(4.8%)
G4	AVL-DEN	AVL	DEN	2	354	2	354	3	558	0	0	0.0%	0.0%	(1)	(204)	(33.3%)	(36.6%)
G4	AVL-EWR	AVL	EWR	4	708	3	531	5	930	1	177	33.3%	33.3%	(1)	(222)	(20.0%)	(23.9%)
G4	AVL-FLL	AVL	FLL	13	2,355	5	885	16	2,922	8	1,470	160.0%	166.1%	(3)	(567)	(18.8%)	(19.4%)
G4	AVL-HOU	AVL	HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-LAS	AVL	LAS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-MDW	AVL	MDW	2	354	2	354	0	0	0	0	0.0% 0.0%	0.0%	2	354	-	-
G4 G4	AVL-PBI	AVL	PBI	2 4	354 735	2	354	0 4	735	1	0 204		0.0%	2 0	354 0	0.00/	0.00/
G4 G4	AVL-PGD	AVL	PGD PIE	4 11		3 5	531			6		33.3% 120.0%	38.4%	0		0.0%	0.0%
G4 G4	AVL-PIE AVL-SFB	AVL AVL	SFB	14	1,947 2,523	6	903 957	11 9	1,986 1,524	8	1,044 1,566	133.3%	115.6% 163.6%	5	(<mark>39)</mark> 999	0.0% 55.6%	(2.0%) 65.6%
G4	AVL-SFB AVL-SRQ	AVL	SRQ	2	354	2	354	2	372	0	0	0.0%	0.0%	0	(18)	0.0%	(4.8%)
G4	AVL-VPS	AVL	VPS	2	354	0	0	0	0	2	354	-	0.070	2	354	-	(4.070)
G4	BOS-AVL	BOS	AVL	2	354	0	0	0	0	2	354	-	_	2	354	_	_
G4	BWI-AVL	BWI	AVL	2	354	2	372	2	372	0	(18)	0.0%	(4.8%)	0	(18)	0.0%	(4.8%)
G4	DEN-AVL	DEN	AVL	2	354	2	354	3	558	ő	0	0.0%	0.0%	(1)	(204)	(33.3%)	(36.6%)
G4	EWR-AVL	EWR	AVL	4	708	3	531	5	930	1	177	33.3%	33.3%	(1)	(222)	(20.0%)	(23.9%)
G4	FLL-AVL	FLL	AVL	13	2,355	5	885	16	2,922	8	1,470	160.0%	166.1%	(3)	(567)	(18.8%)	(19.4%)
G4	HOU-AVL	HOU	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	· - ′	/
G4	LAS-AVL	LAS	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MDW-AVL	MDW	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	PBI-AVL	PBI	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	PGD-AVL	PGD	AVL	4	735	3	531	4	735	1	204	33.3%	38.4%	0	0	0.0%	0.0%
G4	PIE-AVL	PIE	AVL	11	1,947	5	903	11	1,986	6	1,044	120.0%	115.6%	0	(39)	0.0%	(2.0%)
G4	SFB-AVL	SFB	AVL	14	2,523	6	957	9	1,524	8	1,566	133.3%	163.6%	5	999	55.6%	65.6%
G4	SRQ-AVL	SRQ	AVL	2	354	2	354	2	372	0	0	0.0%	0.0%	0	(18)	0.0%	(4.8%)
G4	VPS-AVL	VPS	AVL	2	354	0	0	0	0	2	354	-	-	2	354		-
NK	AVL-FLL	AVL	FLL	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	AVL-GSO	AVL	GSO	0	0	0	0	0	0	0	0	-	-	0	0	- (400.00()	(400.00()
NK	AVL-MCO	AVL	MCO	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK NK	AVL-TPA	AVL	TPA	0	0	0	0	3 4	435	0	0	-	-	(3)	(435)	(100.0%)	(100.0%)
NK NK	FLL-AVL MCO-AVL	FLL MCO	AVL AVL	0	0	0	0	4	580 580	0	0	-	-	(4) (4)	(580) (580)	(100.0%) (100.0%)	(100.0%) (100.0%)
NK NK	TPA-AVL	TPA	AVL	0	0	0	0	3	435	0	0	-	-	(3)	(435)	(100.0%)	(100.0%)
UA	AVL-EWR	AVL	EWR	0	0	0	0	ა 8	400	0	0	-	-	(8)	(400)	(100.0%)	(100.0%)
UA	AVL-IAD	AVL	IAD	14	700	7	350	o 16	800	7	350	100.0%	100.0%	(2)	(100)	(100.0%)	(100.0%)
UA	AVL-IAD AVL-ORD	AVL	ORD	21	1,050	5	250	28	1,400	16	800	320.0%	320.0%	(7)	(350)	(25.0%)	(25.0%)
UA	EWR-AVL	EWR	AVL	0	0	0	0	8	400	0	0	320.070	-	(8)	(400)	(100.0%)	(100.0%)
UA	IAD-AVL	IAD	AVL	14	700	7	350	16	800	7	350	100.0%	100.0%	(2)	(100)	(12.5%)	(12.5%)
UA	ORD-AVL	ORD	AVL	21	1,050	5	250	28	1,400	16	800	320.0%	320.0%	(7)	(350)	(25.0%)	(25.0%)
					,	-		-	,					` '	1	, ,	(/
			Total	498	47,490	176	19,886	488	44,108	322	27,604	183.0%	138.8%	10	3,382	2.0%	7.7%

	Travel Per			Jul 2021	Jul 2021	Jul 2020		Jul 2019		Diff Y		Percent I		Diff 2		Percent D	
Mkt Al		Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
7Q	AVL-VRB	AVL	VRB	0	0	0	0	2	100	0	0	-	-	(2)	(100)	(100.0%)	(100.0%)
7Q AA	VRB-AVL AVL-BOS	VRB AVL	AVL BOS	0 1	0 76	0	0	2 0	100 0	0 1	0 76	-	-	(2) 1	(100) 76	(100.0%)	(100.0%)
AA	AVL-BUS AVL-CLT	AVL	CLT	48	2.959	31	2.356	55	3,586	17	603	54.8%	25.6%	(7)	(627)	(12.7%)	(17.5%)
AA	AVL-DCA	AVL	DCA	40 7	532	0	2,356	0	3,366 0	7	532	34.6%	25.6%	7	532	(12.7%)	(17.5%)
AA	AVL-DCA AVL-DFW	AVL	DFW	21	1.596	7	532	7	532	14	1,064	200.0%	200.0%	14	1,064	200.0%	200.0%
AA	AVL-LGA	AVL	LGA	7	521	0	0	2	152	7	521	-	-	5	369	250.0%	242.8%
AA	AVL-ORD	AVL	ORD	7	455	1	65	0	0	6	390	600.0%	600.0%	7	455	-	-
AA	AVL-PHL	AVL	PHL	13	676	7	455	7	350	6	221	85.7%	48.6%	6	326	85.7%	93.1%
AA	BOS-AVL	BOS	AVL	1	76	0	0	0	0	1	76	-	-	1	76	-	-
AA	CLT-AVL	CLT	AVL	48	2,959	31	2,356	55	3,586	17	603	54.8%	25.6%	(7)	(627)	(12.7%)	(17.5%)
AA	DCA-AVL	DCA	AVL	7	532	0	0	0	0	7	532	-	-	7	532	-	-
AA	DFW-AVL	DFW	AVL	21	1,596	7	532	7	532	14	1,064	200.0%	200.0%	14	1,064	200.0%	200.0%
AA	LGA-AVL	LGA	AVL	7	521	0	0	2	152	7	521	-	-	5	369	250.0%	242.8%
AA	ORD-AVL	ORD	AVL	7 13	455	1 7	65 455	0 7	0	6	390	600.0%	600.0%	7 6	455	- 85.7%	- 00.40/
AA DL	PHL-AVL ATL-AVL	PHL ATL	AVL AVL	42	676 3,452	7 28	455 2,128	7 55	350 3,664	6 14	221 1,324	85.7% 50.0%	48.6% 62.2%	(13)	326 (212)	(23.6%)	93.1% (5.8%)
DL	AVL-AVL	AVL	ATL	42	3,452	28	2,128	55 55	3,664	14	1,324	50.0%	62.2%	(13)	(212)	(23.6%)	(5.8%)
DL	AVL-ATE AVL-DTW	AVL	DTW	0	0	0	0	1	50	0	0	-	02.270	(13)	(50)	(100.0%)	(100.0%)
DL	AVL-LGA	AVL	LGA	7	532	0	0	1	76	7	532	-	-	6	456	600.0%	600.0%
DL	DTW-AVL	DTW	AVL	0	0	0	Ö	1	50	0	0	-	-	(1)	(50)	(100.0%)	(100.0%)
DL	LGA-AVL	LGA	AVL	7	532	0	Ō	1	76	7	532	-	-	6	456	600.0%	600.0%
G4	AUS-AVL	AUS	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-AUS	AVL	AUS	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-BOS	AVL	BOS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	AVL-BWI	AVL	BWI	2	354	2	372	2	372	0	(18)	0.0%	(4.8%)	0	(18)	0.0%	(4.8%)
G4	AVL-DEN	AVL	DEN	2	354	2	354	4	744	0	0	0.0%	0.0%	(2)	(390)	(50.0%)	(52.4%)
G4 G4	AVL-EWR	AVL	EWR FLL	4	708	2 6	354	5	930	2 7	354	100.0%	100.0% 121.8%	(1)	(222)	(20.0%)	(23.9%)
G4 G4	AVL-FLL AVL-HOU	AVL AVL	HOU	13 2	2,355 354	2	1,062 354	16 0	2,922	0	1,293 0	116.7% 0.0%	0.0%	(3) 2	(567) 354	(18.8%)	(19.4%)
G4 G4	AVL-HOU AVL-LAS	AVL	LAS	2	354	0	0	0	0	2	354	0.076	0.076	2	354	-	-
G4	AVL-MDW	AVL	MDW	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-PBI	AVL	PBI	2	354	2	354	Ö	0	0	Ö	0.0%	0.0%	2	354	-	-
G4	AVL-PGD	AVL	PGD	4	726	4	717	5	930	0	9	0.0%	1.3%	(1)	(204)	(20.0%)	(21.9%)
G4	AVL-PIE	AVL	PIE	11	1,956	6	1,080	11	1,956	5	876	83.3%	81.1%	o′	0	0.0%	0.0%
G4	AVL-SFB	AVL	SFB	14	2,514	5	903	9	1,554	9	1,611	180.0%	178.4%	5	960	55.6%	61.8%
G4	AVL-SRQ	AVL	SRQ	2	354	2	354	2	372	0	0	0.0%	0.0%	0	(18)	0.0%	(4.8%)
G4	AVL-VPS	AVL	VPS	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	BOS-AVL	BOS	AVL	2	354	0	0	0	0	2	354			2	354		
G4	BWI-AVL	BWI	AVL	2	354	2	372	2	372	0	(18)	0.0%	(4.8%)	0	(18)	0.0%	(4.8%)
G4 G4	DEN-AVL EWR-AVL	DEN EWR	AVL AVL	2 4	354 708	2 2	354 354	4 5	744 930	0 2	0 354	0.0% 100.0%	0.0% 100.0%	(2)	(390) (222)	(50.0%) (20.0%)	(52.4%)
G4 G4	FLL-AVL	FLL	AVL	13	2,355	6	1,062	16	2,922	7	1,293	116.7%	121.8%	(1) (3)	(567)	(18.8%)	(23.9%) (19.4%)
G4 G4	HOU-AVL	HOU	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	(3)	354	(10.070)	(10.470)
G4	LAS-AVL	LAS	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	MDW-AVL	MDW	AVL	2	354	2	354	ő	Ö	0	0	0.0%	0.0%	2	354	-	-
G4	PBI-AVL	PBI	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	PGD-AVL	PGD	AVL	4	726	4	717	5	930	0	9	0.0%	1.3%	(1)	(204)	(20.0%)	(21.9%)
G4	PIE-AVL	PIE	AVL	11	1,956	6	1,080	11	1,956	5	876	83.3%	81.1%	0	0	0.0%	0.0%
G4	SFB-AVL	SFB	AVL	14	2,514	5	903	9	1,554	9	1,611	180.0%	178.4%	5	960	55.6%	61.8%
G4	SRQ-AVL	SRQ VPS	AVL	2	354	2	354	2	372	0	0	0.0%	0.0%	0	(18)	0.0%	(4.8%)
G4	VPS-AVL		AVL FLL	2	354	0	0	0 4	0	2 0	354	-	-	2	354	(100.0%)	(100.09/)
NK NK	AVL-FLL AVL-GSO	AVL AVL	GSO	0	0	0	0	0	580 0	0	0	-	-	(4) 0	(580) 0	(100.0%)	(100.0%)
NK NK	AVL-GSO AVL-MCO	AVL	MCO	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	AVL-TPA	AVL	TPA	Ö	0	0	0	3	435	ő	Ö	-	-	(3)	(435)	(100.0%)	(100.0%)
NK	FLL-AVL	FLL	AVL	Ö	0	Ö	Õ	4	580	ő	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	MCO-AVL	MCO	AVL	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	TPA-AVL	TPA	AVL	0	0	0	0	3	435	0	0	-	-	(3)	(435)	(100.0%)	(100.0%)
UA	AVL-EWR	AVL	EWR	7	350	0	0	8	400	7	350	-	-	(1)	(50)	(12.5%)	(12.5%)
UA	AVL-IAD	AVL	IAD	21	1,050	14	700	16	800	7	350	50.0%	50.0%	5	250	31.3%	31.3%
UA	AVL-ORD	AVL	ORD	28	1,400	7	350	21	1,050	21	1,050	300.0%	300.0%	7	350	33.3%	33.3%
UA	EWR-AVL	EWR	AVL	7	350	0	0	8	400	7	350	-	-	(1)	(50)	(12.5%)	(12.5%)
UA UA	IAD-AVL ORD-AVL	IAD ORD	AVL AVL	21 28	1,050 1,400	14 7	700 350	16 21	800 1,050	7 21	350 1,050	50.0% 300.0%	50.0% 300.0%	5 7	250 350	31.3% 33.3%	31.3% 33.3%
UA	OND-AVL	UND	AVL	20	1,400	,	330	۷1	1,000		1,000	300.076	300.076	· '	300	33.370	33.370
-			Total	550	50,796	264	26,396	480	44,270	286	24,400	108.3%	92.4%	70	6,526	14.6%	14.7%
			ı Jlai	550	00,100	207	20,000	700	77,210		,	5.0 /0			-,	/5	,0

	Travel Pe	riod		Aug 2021	Aug 2021	Aug 2020		Aug 2019		Diff Y	ΌΥ	Percent I	Diff YoY	Diff 2Y	οΥ	Percent D	oiff 2YoY
Mkt Al		Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
7Q	AVL-VRB	AVL	VRB	0	0	0	0	2	100	0	0	-	-	(2)	(100)	(100.0%)	(100.0%)
7Q AA	VRB-AVL AVL-BOS	VRB AVL	AVL BOS	0 1	0 76	0 0	0	2 0	100 0	0 1	0 76	-	-	(2) 1	(100) 76	(100.0%)	(100.0%)
AA	AVL-BOS AVL-CLT	AVL	CLT	49	3,570	31	2,356	55	3,586	18	1,214	58.1%	51.5%	(6)	(16)	(10.9%)	(0.4%)
AA	AVL-DCA	AVL	DCA	7	532	0	0	0	0	7	532	-	-	7	532	-	- /
AA	AVL-DFW	AVL	DFW	21	1,596	7	532	7	532	14	1,064	200.0%	200.0%	14	1,064	200.0%	200.0%
AA	AVL-LGA	AVL	LGA	7	455	0	0	2	152	7	455	-	-	5	303	250.0%	199.3%
AA AA	AVL-ORD AVL-PHL	AVL AVL	ORD PHL	1 7	76 455	0	0	7	0 350	1 7	76 455	-	-	1 0	76 105	0.0%	30.0%
AA	BOS-AVL	BOS	AVL	1	76	Ö	0	Ó	0	1	76	_	_	1	76	-	-
AA	CLT-AVL	CLT	AVL	49	3,570	31	2,356	55	3,586	18	1,214	58.1%	51.5%	(6)	(16)	(10.9%)	(0.4%)
AA	DCA-AVL	DCA	AVL	7	532	0	0	0	0	7	532	-		7	532		
AA AA	DFW-AVL	DFW	AVL	21 7	1,596	7 0	532 0	7	532	14 7	1,064	200.0%	200.0%	14 5	1,064	200.0%	200.0%
AA	LGA-AVL ORD-AVL	LGA ORD	AVL AVL	1	455 76	0	0	2	152 0	1	455 76	-		1	303 76	250.0%	199.3%
AA	PHL-AVL	PHL	AVL	7	455	0	0	7	350	7	455	_	-	Ö	105	0.0%	30.0%
DL	ATL-AVL	ATL	AVL	42	3,248	33	2,984	55	3,690	9	264	27.3%	8.8%	(13)	(442)	(23.6%)	(12.0%)
DL	AVL-ATL	AVL	ATL	42	3,248	33	2,984	55	3,690	9	264	27.3%	8.8%	(13)	(442)	(23.6%)	(12.0%)
DL DI	AVL-DTW	AVL	DTW	0 7	0	0	0	1 1	50 76	0 7	0	-	-	(1)	(50)	(100.0%)	(100.0%)
DL DL	AVL-LGA DTW-AVL	AVL DTW	LGA AVL	0	532 0	0	0	1	76 50	0	532 0	-	-	6 (1)	456 (50)	600.0% (100.0%)	600.0% (100.0%)
DL	LGA-AVL	LGA	AVL	7	532	0	0	1	76	7	532	-	-	6	456	600.0%	600.0%
G4	AUS-AVL	AUS	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-AUS	AVL	AUS	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4 G4	AVL-BOS AVL-BWI	AVL AVL	BOS BWI	2 2	354 372	0 2	0 372	0 2	0 372	2	354 0	0.0%	0.0%	2 0	354 0	0.0%	0.0%
G4 G4	AVL-BWI AVL-DEN	AVL	DEN	2	354	2	372 354	3	558	0	0	0.0%	0.0%	(1)	(204)	(33.3%)	(36.6%)
G4	AVL-EWR	AVL	EWR	2	354	2	354	5	930	0	Ö	0.0%	0.0%	(3)	(576)	(60.0%)	(61.9%)
G4	AVL-FLL	AVL	FLL	8	1,416	7	1,239	14	2,541	1	177	14.3%	14.3%	(6)	(1,125)	(42.9%)	(44.3%)
G4	AVL-HOU	AVL	HOU	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4 G4	AVL-LAS AVL-MDW	AVL AVL	LAS MDW	2 2	354 354	0 2	0 354	0	0	2 0	354 0	0.0%	0.0%	2 2	354 354	-	-
G4	AVL-PBI	AVL	PBI	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354	-	-
G4	AVL-PGD	AVL	PGD	2	354	4	717	4	735	(2)	(363)	(50.0%)	(50.6%)	(2)	(381)	(50.0%)	(51.8%)
G4	AVL-PIE	AVL	PIE	7	1,239	8	1,434	11	1,866	(1)	(195)	(12.5%)	(13.6%)	(4)	(627)	(36.4%)	(33.6%)
G4	AVL-SFB	AVL	SFB	7	1,275	6	1,062	9	1,524	1	213	16.7%	20.1%	(2)	(249)	(22.2%)	(16.3%)
G4 G4	AVL-SRQ AVL-VPS	AVL AVL	SRQ VPS	0 2	0 354	2 0	354 0	3 0	558 0	(2) 2	(354) 354	(100.0%)	(100.0%)	(<mark>3)</mark> 2	(558) 354	(100.0%)	(100.0%)
G4	BOS-AVL	BOS	AVL	2	354	0	0	0	0	2	354	-	-	2	354	-	-
G4	BWI-AVL	BWI	AVL	2	372	2	372	2	372	0	0	0.0%	0.0%	0	0	0.0%	0.0%
G4	DEN-AVL	DEN	AVL	2	354	2	354	3	558	0	0	0.0%	0.0%	(1)	(204)	(33.3%)	(36.6%)
G4	EWR-AVL	EWR	AVL	2	354	2	354	5	930	0	0	0.0%	0.0%	(3)	(576)	(60.0%)	(61.9%)
G4 G4	FLL-AVL HOU-AVL	FLL HOU	AVL AVL	8 2	1,416 354	7 2	1,239 354	14 0	2,541 0	1 0	177 0	14.3% 0.0%	14.3% 0.0%	(6) 2	(1,125) 354	(42.9%)	(44.3%)
G4 G4	LAS-AVL	LAS	AVL	2	354	0	0	0	0	2	354	-	0.0%	2	354	-	-
G4	MDW-AVL	MDW	AVL	2	354	2	354	Ö	0	0	0	0.0%	0.0%	2	354	-	-
G4	PBI-AVL	PBI	AVL	2	354	2	354	0	0	0	0	0.0%	0.0%	2	354		
G4 G4	PGD-AVL PIE-AVL	PGD PIE	AVL AVL	2 7	354 1.239	4 8	717 1.434	4 11	735 1.866	(2)	(363) (195)	(50.0%) (12.5%)	(50.6%) (13.6%)	(2) (4)	(381)	(50.0%) (36.4%)	(51.8%) (33.6%)
G4 G4	SFB-AVL	SFB	AVL	7	1,239	6	1,434	9	1,524	(1) 1	213	(12.5%) 16.7%	20.1%	(4)	(627) (249)	(36.4%)	(33.6%)
G4	SRQ-AVL	SRQ	AVL	0	0	2	354	3	558	(2)	(354)	(100.0%)	(100.0%)	(3)	(558)	(100.0%)	(100.0%)
G4	VPS-AVL	VPS	AVL	2	354	0	0	0	0	2	354	- '	/	2	354	-	-
NK	AVL-FLL	AVL	FLL	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK NK	AVL-GSO AVL-MCO	AVL AVL	GSO MCO	0 0	0	0	0	0 4	0 580	0	0	-	-	0 (4)	0 (580)	(100.0%)	(100.0%)
NK NK	AVL-MCO AVL-TPA	AVL	TPA	0	0	0	0	3	435	0	0	-	-	(3)	(435)	(100.0%)	(100.0%)
NK	FLL-AVL	FLL	AVL	Ö	Ö	Ö	0	4	580	Ö	Ö	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	MCO-AVL	MCO	AVL	0	0	0	0	4	580	0	0	-	-	(4)	(580)	(100.0%)	(100.0%)
NK	TPA-AVL	TPA	AVL	0	0	0	0	3	435	0	0	-	-	(3)	(435)	(100.0%)	(100.0%)
UA UA	AVL-EWR AVL-IAD	AVL AVL	EWR IAD	7 21	350 1,232	0 14	0 700	8 16	400 800	7 7	350 532	50.0%	76.0%	(1) 5	(50) 432	(12.5%) 31.3%	(12.5%) 54.0%
UA	AVL-IAD AVL-ORD	AVL	ORD	28	1,232	14	700	28	1.400	14	882	100.0%	126.0%	0	182	0.0%	13.0%
UA	EWR-AVL	EWR	AVL	7	350	0	0	8	400	7	350	-	-	(1)	(50)	(12.5%)	(12.5%)
UA	IAD-AVL	IAD	AVL	21	1,232	14	700	16	800	7	532	50.0%	76.0%	5	432	31.3%	54.0%
UA	ORD-AVL	ORD	AVL	28	1,582	14	700	28	1,400	14	882	100.0%	126.0%	0	182	0.0%	13.0%
			Total	484	43,092	280	29,148	488	43,630	204	13,944	72.9%	47.8%	(4)	(538)	(0.8%)	(1.2%)



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance & Accounting

DATE: June 4, 2021

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances Month of April 2021

SUMMARY

Operating Revenues for the month of April were \$1,166,582, 23.8% over budget. Operating Expenses for the month were \$614,830, 33.1% under budget. As a result, Net Operating Revenues before Depreciation were \$551,752. Net Non-Operating Revenues were \$1,222,889, 302.0% over budget, which includes CARES Act funding of \$755,619.

Year-to-date Operating Revenues were \$8,240,932, 12.5% under budget. Year-to-date Operating Expenses were \$6,869,358, 28.5% under budget. Year-to-date Net Operating Revenues before Depreciation were \$1,371,574. Net Non-Operating Revenues for the year were \$12,539,535, 312.2% over budget.

REVENUES

Significant variations to budget for April were:

Landing Fees	\$3 4 ,707	49.25%	Landings over budget
Auto parking	\$104,608	35.67%	Enplanements over budget
Rental car-car rentals	\$79,595	51.67%	Enplanements over budget
Ground transportation	(\$10,138)	(55.40%)	Limited options for passengers



GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY Information Section Item B Asheville Regional Airport – Explanation of Extraordinary Variances Month Ended April 2021 Page 2

EXPENSES

Significant variations to budget for April were:

Other contractual services	(\$50,582)	(47.18%)	Parking contract reduced
Utilities	(\$26,411)	(58.14%)	Low utility usage
Operating supplies	(\$20,829)	(58.09%)	Low supply costs
Promotional activities	(\$18,224)	(80.17%)	Minimal promotional activities

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$879K due to the receipt of FAA AIP funding.

Construction in Progress – Construction in Progress increased by \$1,728K mostly due to the airfield redevelopment, terminal design and south apron construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$439K due to depreciation.

ASHEVILLE REGIONAL AIRPORT INVESTMENT AND INTEREST INCOME SUMMARY As of April 30, 2021

0.80%	\$	9,579,113		1 [70
				1,572
		484,074		4
		0 200		0
		1.226.100		
0.80%		9,648,607		1,581
		0		0
	\$	20,938,094	\$	3,157
	0.80%	0.80%	0.80% 1,226,100 9,648,607 0	1,226,100 0.80% 9,648,607 0

Investment Diversification:

Banks	98%
NC Capital Management Trust	2%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	100%

ASHEVILLE REGIONAL AIRPORT STATEMENT OF CHANGES IN FINANCIAL POSITION For the Month Ended April 30, 2021

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 20,058,479	\$ 16,379,227
Net Income/(Loss) Before Capital Contributions	1,335,209	874,599
Depreciation	439,431	439,431
Decrease/(Increase) in Receivables	(21,913)	2,055,500
Increase/(Decrease) in Payables	25,843	45,096
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(1,728,068)	(1,152,226)
Principal Payments of Bond Maturities	-	-
Capital Contributions	821,276	1,413,088
Fund Balance Adjustment - Forfeiture funds	7,837	3,764
Increase(Decrease) in Cash	879,615	3,679,252
Cash and Investments End of Period	\$ 20,938,094	\$ 20,058,479

ASHEVILLE REGIONAL AIRPORT STATEMENT OF FINANCIAL POSITION As of April 30, 2021

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$10,063,387	\$9,490,293
Investments Accounts Receivable	0 758,831	0 1,010,799
Passenger Facility Charges Receivable	550,000	350,000
Refundable Sales Tax Receivable	133,420	129,019
Grants Receivable	1,672,999	1,603,519
Prepaid Expenses	1,581,142	1,581,142
Total Unrestricted Assets	14,759,779	14,164,772
Restricted Assets:		
Cash and Cash Equivalents	10,874,707	10,568,186
Total Restricted Assets	10,874,707	10,568,186
Total Current Assets	25,634,486	24,732,958
Noncurrent Assets:		
Construction in Progress	128,164,012	126,435,944
Net Pension Asset - LGERS	(1,239,231)	(1,239,231)
Benefit Payment - OPEB	78,015	78,015
Contributions in Current Year	799,995	799,995
Property and Equipment - Net Total Noncurrent Assets	64,913,567 192,716,358	65,352,998 191,427,721
Total Noticulient Assets		
	\$218,350,844	\$216,160,679
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	(\$56,375)	(\$44,442)
Customer Deposits Unearned Revenue	12,785 126,966	12,785 121,756
Unearned Revenue - Constr	120,900	121,730
Construction Contracts Payable	0	0
Construction Contract Retainages	1,520,209	1,520,209
Revenue Bond Payable - Current	1,315,000	1,315,000
Interest Payable	130,265	97,699
Total Payable from Unrestricted Assets	3,048,850	3,023,007
Total Current Liabilities	3,048,850	3,023,007
Noncurrent Liabilities:		
Pension Deferrals - OPED	287,535	287,535
Other Postemployment Benefits	1,198,974	1,198,974
Compensated Absences	461,562	461,562
Net Pension Obligation-LEO Special Separation Allowance Revenue Bond Payable - Noncurrent	439,521 14,990,000	439,521 14,990,000
Total Noncurrent Liabilities	17,377,592	17,377,592
Total Notice Test Elebindes		
Total Liabilities	20,426,442	20,400,599
Net Assets:		
Invested in Capital Assets	176,772,579	175,483,942
Restricted	10,874,707	10,568,186
Unrestricted Total Net Assets	10,277,116 197,924,402	9,707,952 195,760,080
Total Net Assets	137,327,702	193,700,000
	\$218,350,844	\$216,160,679



Income Statement

Through 04/30/21 Summary Listing

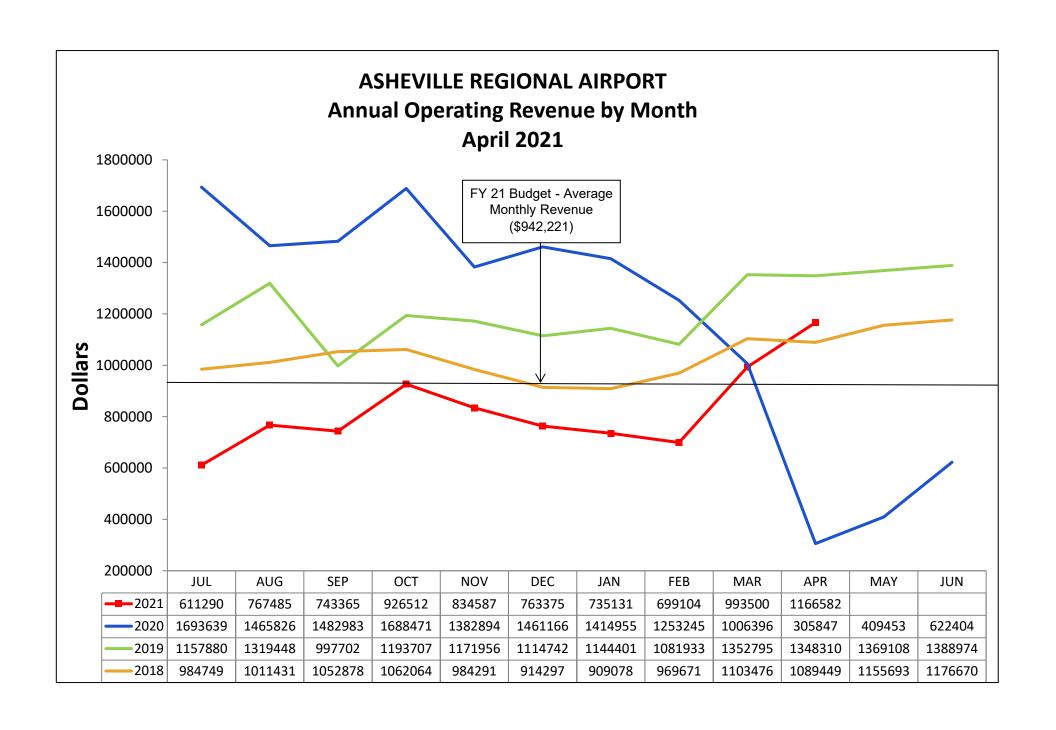
		MTD	YTD	YTD	YTD	Annual	Budget Less
Classification		Actual Amount	Actual Amount	Budget Amount	Variance	Budget Amount	YTD Actual
Fund Category Governmental Funds							
Fund Type General Fund							
Fund 10 - General Fund Operating revenues							
Terminal space rentals - non airline		21,889.17	217,354.67	217,552.50	(197.83)	261,063.00	43,708.33
Terminal space rentals - airline		170,144.49	1,280,977.96	1,627,208.33	(346,230.37)	1,952,650.00	671,672.04
Landing fees		105,178.24	796,049.36	704,715.00	91,334.36	845,658.00	49,608.64
Concessions		36,984.47	327,740.38	431,395.00	(103,654.62)	517,674.00	189,933.62
Auto parking		397,863.54	2,153,205.80	2,932,554.17	(779,348.37)	3,519,065.00	1,365,859.20
Rental car - car rentals		233,636.11	1,667,847.08	1,540,411.67	127,435.41	1,848,494.00	180,646.92
Rental car - facility rent		52,004.87	468,043.83	551,298.33	(83,254.50)	661,558.00	193,514.17
Commerce ground transportation		8,160.00	121,628.32	182,975.83	(61,347.51)	219,571.00	97,942.68
FBOs		94,784.50	816,375.97	870,831.67	(54,455.70)	1,044,998.00	228,622.03
Building leases		9,965.58	99,593.46	99,447.50	145.96	119,337.00	19,743.54
Land leases		6,124.41	90,719.62	60,654.17	30,065.45	72,785.00	(17,934.62)
Other leases and fees		29,846.73	201,395.73	203,166.67	(1,770.94)	243,800.00	42,404.27
	Operating revenues Totals	\$1,166,582.11	\$8,240,932.18	\$9,422,210.83	(\$1,181,278.65)	\$11,306,653.00	\$3,065,720.82
Non-operating revenue and expense							
Customer facility charges		133,887.75	1,165,328.75	1,166,666.67	(1,337.92)	1,400,000.00	234,671.25
Passenger facility charges		362,790.49	1,559,303.52	1,791,666.67	(232,363.15)	2,150,000.00	590,696.48
Cares Act grant		755,619.41	10,016,055.88	.00	10,016,055.88	.00	(10,016,055.88)
Interest revenue		3,157.38	25,348.42	83,333.33	(57,984.91)	100,000.00	74,651.58
Interest expense		(32,566.49)	(325,664.90)	.00	(325,664.90)	.00	325,664.90
Reimbursable cost expenses		.00	4,645.97	.00	4,645.97	.00	(4,645.97)
Gain or loss on disposal of assets		.00	90,000.00	.00	90,000.00	.00	(90,000.00)
P-card rebate		.00	4,517.13	.00	4,517.13	.00	(4,517.13)
	Non-operating revenue and expense Totals	\$1,222,888.54	\$12,539,534.77	\$3,041,666.67	\$9,497,868.10	\$3,650,000.00	(\$8,889,534.77)
Capital contributions		821,276.02	19,314,357.29	.00	19,314,357.29	.00	(19,314,357.29)
Operating expenses							

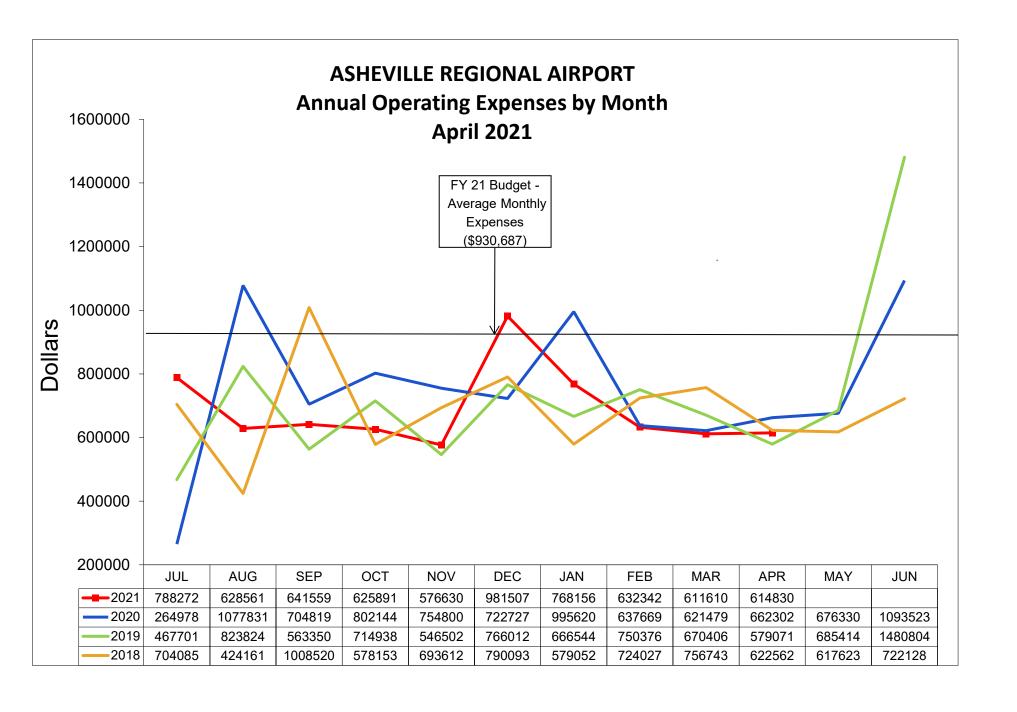


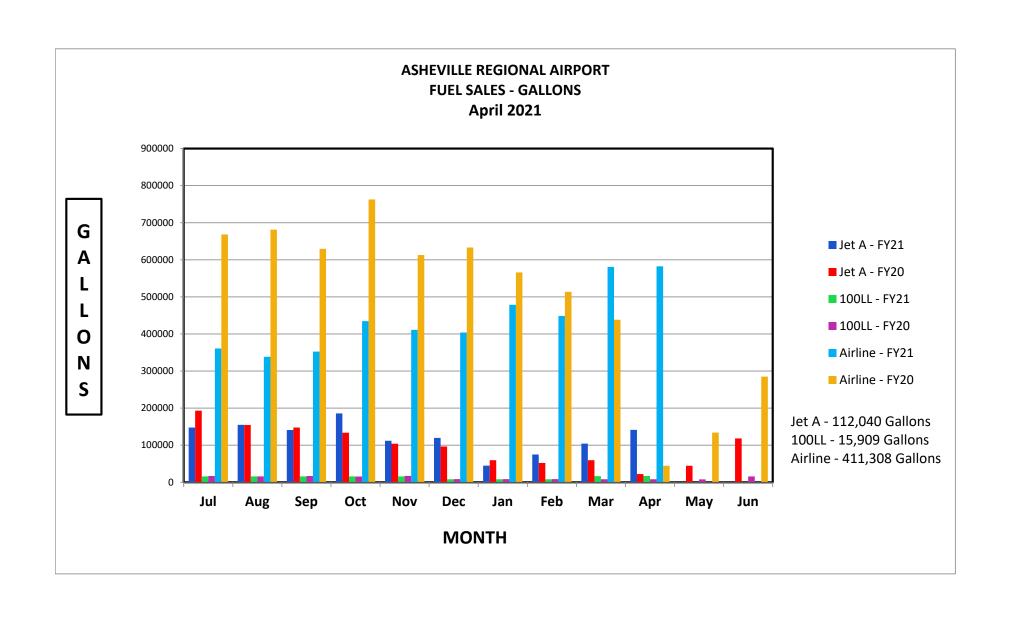
Income Statement

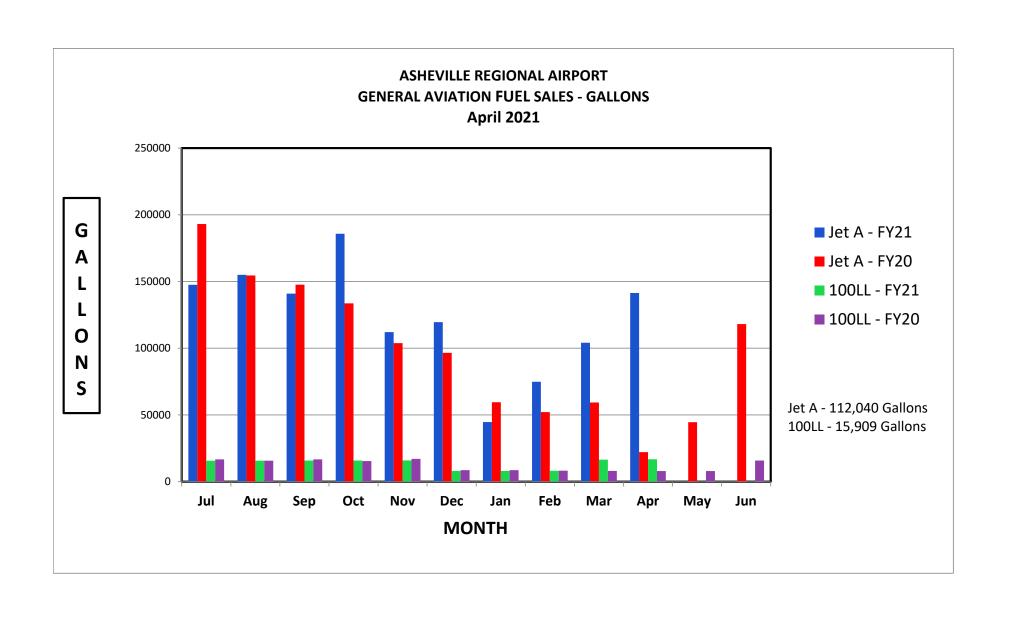
Through 04/30/21 Summary Listing

		MTD	YTD	YTD	YTD	Annual	Budget Less
Classification		Actual Amount	Actual Amount	Budget Amount	Variance	Budget Amount	YTD Actual
Personnel services		438,954.27	4,673,791.03	5,727,910.00	(1,054,118.97)	6,873,492.00	2,199,700.97
Professional services		40,540.70	307,507.54	361,875.00	(54,367.46)	434,250.00	126,742.46
Other contractual services		56,632.28	568,525.52	1,072,145.83	(503,620.31)	1,286,575.00	718,049.48
Travel and training		4,770.71	19,201.27	99,600.00	(80,398.73)	119,520.00	100,318.73
Communiations		3,460.07	44,268.30	47,950.00	(3,681.70)	57,540.00	13,271.70
Utility services		19,015.62	269,861.38	454,264.17	(184,402.79)	545,117.00	275,255.62
Rentals and leases		1,535.02	13,213.41	12,716.67	496.74	15,260.00	2,046.59
Insurance		.00	392,677.74	456,169.00	(63,491.26)	466,169.00	73,491.26
Advertising, printing and binding		791.34	2,528.08	10,691.67	(8,163.59)	12,830.00	10,301.92
Promotional activities		4,507.28	60,075.27	227,312.50	(167,237.23)	272,775.00	212,699.73
Other current charges and obligations		4,071.78	35,033.35	56,750.00	(21,716.65)	68,100.00	33,066.65
Operating supplies		15,025.76	148,555.80	358,544.17	(209,988.37)	430,253.00	281,697.20
Publications, subscriptions, memberships, etc.		4,752.83	62,022.31	66,256.67	(4,234.36)	79,508.00	17,485.69
Repairs and maintenance		16,695.04	101,848.35	196,355.83	(94,507.48)	235,627.00	133,778.65
Small equipment		4,077.55	89,164.50	79,166.67	9,997.83	95,000.00	5,835.50
Contingency		.00	.00	83,333.33	(83,333.33)	100,000.00	100,000.00
Emergency repairs		.00	9,956.79	41,666.67	(31,709.88)	50,000.00	40,043.21
Business development		.00	71,128.00	250,000.00	(178,872.00)	300,000.00	228,872.00
	Operating expenses Totals	\$614,830.25	\$6,869,358.64	\$9,602,708.17	(\$2,733,349.53)	\$11,442,016.00	\$4,572,657.36
Depreciation							
Depreciation		439,431.00	4,394,310.00	.00	4,394,310.00	.00	(4,394,310.00)
	Depreciation Totals	\$439,431.00	\$4,394,310.00	\$0.00	\$4,394,310.00	\$0.00	(\$4,394,310.00)
	Grand Totals						
	REVENUE TOTALS	3,210,746.67	40,094,824.24	12,463,877.50	27,630,946.74	14,956,653.00	(25,138,171.24)
	EXPENSE TOTALS	1,054,261.25	11,263,668.64	9,602,708.17	1,660,960.47	11,442,016.00	178,347.36
	Grand Total Net Gain (Loss)	\$2,156,485.42	\$28,831,155.60	\$2,861,169.33	\$25,969,986.27	\$3,514,637.00	\$25,316,518.60









Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 06/01/2021)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 06/01/2021)	Start Date	End Date	Current Project Status (as of 06/01/2021)
1	Airfield Re- Development Project	Budget for the complete project				\$64,100,000.00	\$55,900,000.00		\$120,000,000	56.6%	\$67,869,365			All Engineer, completed construction contracts and expenses will be inclusive of budget.
1A	Airfield Re- Development Project	Phase III and IV - Design Services and Project Management. Vol 2	RS&H	\$1,460,329.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	96.0%	\$1,402,243	Aug-19	Jun-21	Phase IV Project Management continues.
1B	Airfield Re- Development Project	Phase III and IV - Design Services and Project Management. Vol 3	RS&H	\$1,487,205.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	80%	\$1,190,695	Aug-19	Jun-21	Phase IV Project Management continues.
1C	Airfield Re- Development Project	New Runway Design Vol3	AVCON	\$99,271.00	N/A	N/A	\$0.00	0.00%	(Overall total included in above number)	75.0%	\$74,453	Aug-19	Jun-21	Phase IV Project Management continues.
1D	Airfield Re- Development Project	Miscellaneous and Administrative Expenses			N/A	N/A	\$0.00	0.0%	(Overall total included in above number)	0.0%	\$4,042,174	Jan-13	Jun-21	Miscellaneous Administrative Expenses, Reimburseable Agreement and Land Acquisition
2	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	\$821,196.00	N/A	N/A	\$915,061.00	111.4%	\$1,736,257	76.7%	\$1,331,201	Nov-18	Jun-21	Project Management in process.
3	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794.00	N/A	N/A	\$0.00	0.0%	\$12,608,794	37.1%	\$4,676,741	Nov-19	Mar-22	Design Development continues to progress.
4	Terminal Building Renovations	Pre-Construction CMR	Hensel Phelps	\$1,088,270.00	N/A	N/A	\$0.00	0.0%	\$1,088,270	29.8%	\$324,509	Dec-20	Mar-22	CMR Pre-Construction phase services.
5	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923.00	N/A	N/A	\$0.00	0.0%	\$4,157,923	0.0%	\$0	Mar-21	Mar-22	Design is progressing.
						Cons	truction Phas	е						
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 06/01/02021)	Percent of	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 06/01/2021)	Start Date	End Date	Current Project Status (as of 06/01/2021)
1	Permanent Runway 17- 35 Construction, NAVAIDS and Taxiway Conversion	Construct new runway and convert temporary runway to a taxiway	ROCH AND AVIOUR	Amount Included in Phase 3 Design Fees	Travelers	\$22,222,792.84	\$0.00	0.0%	\$22,222,792.84	78.8%	\$17,511,048	Apr-20	Jul-21	Temporary runway conversion and erosion control work continues.
2	Apron Expansion South	Terminal apron to be expanded and added for aircraft use.	Parrish and Partners	Amount in Design Fees	Zachary Construction	\$9,087,857	\$285,840	3.15%	\$9,542,250	49.3%	\$4,624,063	Sep-19	Sep-21	Upper retain wall near completion, earth fill and drain work continue. Parking lot work in progress.

Key strategic priorities

<u>Governance vs. Management</u>: 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. <u>Financial Stewardship</u>: Sustainability/Operating Performance/Audit & Compliance
- 3. Municipal Relations: Positive relationships with all municipalities surrounding the airport
- 4. <u>Stakeholder Relations</u>: Positive relationships with neighbors and other community organizations
- 5. <u>Community Image</u>: Public Perception/Public Relations/Customer Service/Legal Entity
- 6. <u>Facilities Stewardship</u>: Future Master Facilities Plan
- 7. **Environmental Stewardship**: Accountability/Awareness of Environmental Issues
- 8. **Economic Development**: Engage Community Partners/Airline Service Development
- 9. <u>Vendor-Partner Relations</u>: General Aviation/Rental Car Agencies/Vendors
- 10. Public Safety: Airport Emergency Safety/TSA Relations/Municipal Partners
- 11. Organizational Accountability: Executive Director Supervision