



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting
Friday, June 14, 2024, 8:30 a.m.
Council Chambers at Fletcher Town Hall
300 Old Cane Creek Road, Fletcher, NC 28732

NOTICE TO THE PUBLIC: The Airport Authority welcomes comments from the public on any agenda item. Comments are received prior to the Board's discussion of the agenda item. Comments are limited to five minutes. If you wish to comment on an agenda item, please deliver a request card (available in the meeting room) to the Clerk to the Board prior to the agenda item being called by the Chair.

- I. CALL TO ORDER
- II. SWEARING IN OF BOARD CHAIR
- III. SERVICE AWARD PRESENTATION:
 - A. Alexandra Ingle – 10 Years
- IV. PRESENTATIONS: None
- V. FINANCIAL REPORT ([document](#))
- VI. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority May 10, 2024 Regular Meeting Minutes ([document](#))
 - B. Approval of a Resolution Accepting Grants ([document](#))
 - C. Approval of Updates to Administration Policies and Procedures ([document](#))
 - D. Approval of Updates to Human Resources Policies and Procedures ([document](#))
 - E. Approval of the Greater Asheville Regional Airport Authority May 10, 2024 Closed Session Minutes



VII. OLD BUSINESS: None

VIII. NEW BUSINESS:

- A. Approval of Amendment to Standard Form of Agreement with Parsons Transportation Group Inc. for Terminal Building Modernization and Expansion Project Program Management Services ([document](#))
- B. Approval of Budget Amendment for Scope of Services No. 1 with Avcon Engineers and Planners, Inc. for design of the Taxiway A Rehabilitation Project ([document](#))
- C. Approval of Purchase of New Aircraft Rescue and Firefighting Vehicle Options from Rosenbauer Minnesota, LLC. ([document](#))
- D. Approval of Amended Capital Expense for Street Sweeper in FY24/25 Budget ([document](#))
- E. Approval to Reinstate Airport Ground Transportation Pick-up Fee for Car Services and Limousine Companies ([document](#))
- F. Approval of a Food and Beverage and Retail Concession Agreement between Paradies Lagardère @ AVL, LLC. and the Greater Asheville Regional Airport Authority ([document](#))
- G. Approval of Amendment to the FY23/24 Budget ([document](#))

IX. PRESIDENT'S REPORT:

- A. Change Order No. 2 with Tennoca Construction for South Shuttle Lot Project
- B. Update on Full-Scale Exercise
- C. Construction Project Time Lapse

X. INFORMATION SECTION:

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

- A. April 2024 Traffic Report ([document](#))
- B. April 2024 Monthly Financial Report ([document](#))



C. June 2024 Development/Project Status Report ([document](#))

D. Potential Board Items for the Next Regular Meeting:

- None identified at this time

XI. PUBLIC AND TENANTS' COMMENTS

XII. CALL FOR NEXT MEETING: July 12, 2024

XIII. CLOSED SESSION

XIV. AUTHORITY MEMBER REPORTS:

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

XV. ADJOURNMENT

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

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

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	90,518	11.6%	313,343	10.2%
Aircraft Operations				
Commercial	2,498	10.2%	8,447	7.0%
Scheduled Flights	1,066	18.4%		
Flight Cancellations	2			
Seats	112,150	16.5%	405,500	15.8%
Load Factor	80.7%	(4.2%)	77.3%	(4.9%)
General Aviation	3,746	0.1%	13,839	1.2%
Military	268	(28.2%)	1,174	16.4%

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 2,431,758	18.9%	\$ 23,954,309	15.8%
Operating Expenses	1,086,389	(18.8%)	11,406,728	(19.1%)
Net Operating Revenues before Depreciation	<u>\$ 1,345,369</u>		<u>\$ 12,547,581</u>	
Net Non-Operating Revenues	<u>\$ 612,958</u>		<u>\$ 7,191,369</u>	
Grants:				
FAA AIP Grants	\$ 2,691,170		\$ 17,244,910	
NC Dept of Transportation Grants	2,097,235		8,388,942	
Total	<u>\$ 4,788,405</u>		<u>\$ 25,633,852</u>	

CASH

Restricted - PFC Revenue Account	\$ 19,759,646
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 1,272,751
Restricted - Bond Series 2022A	\$ 194,909,029
Restricted - Bond Series 2023	\$ 116,039,769
Designated for O&M Reserve	8,250,808
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	50,322,746
Total	<u>\$ 391,204,749</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	25,665	15,715	5,150	4,800
Allegiant	79,533	-	53,028	26,505
Delta	21,255	480	18,585	2,190
TSA	5,470	1,380	540	3,550
United	240	-	-	240
Miscellaneous	2,124	1,399	91	634
Total	<u>\$ 134,287</u>	<u>\$ 18,974</u>	<u>\$ 77,394</u>	<u>\$ 37,919</u>
% of Total Receivables	<u>15.22%</u>			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

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

CAPITAL EXPENDITURES

Annual Budget	\$ 394,922,027
Year-to-Date Spending	\$ 72,845,799

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
May 10, 2024**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, May 10, 2024 at 8:30 a.m. in Council Chambers at the Fletcher Town Hall, 300 Old Cane Creek Road, Fletcher, NC 28732.

MEMBERS PRESENT: Brad Galbraith, Chair; Britt Lovin, Vice-Chair; Carl H. Ricker, Jr.; Susan Russo Klein; Laura B. Leatherwood; and Gene O. Bell

MEMBERS ABSENT: Nathan Kennedy

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

ALSO PRESENT: Alexandra Farmer; Jason Sandford, Ashevillegas.com; Amanda Sheridan, McFarland Johnson; James Moose, Avcon; Travis Bird, Avcon; Matt Thocker, Signature Aviation

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

INTRODUCTION OF NEW CHIEF OPERATING OFFICER: The president stated that with Mike Reisman's retirement in June, a new COO has been selected. The president introduced Alexandra "Lexie" Farmer to the Board and advised the Board that Ms. Farmer will begin work with the Authority on May 28th.

EMPLOYEE RECOGNITION: The Chair recognized Lt. Chris Hudson with a service award and gift for his 25 years of service with the Authority.

PRESENTATIONS: None

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

CONSENT ITEMS: The Chair stated that Consent Item B, Approval of the Greater Asheville Regional Airport Authority April 12, 2024 Closed Session Minutes, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority April 12, 2024 Regular Meeting Minutes: Ms. Russo Klein moved to approve the Greater Asheville Regional Airport Authority April 12, 2024 Regular Meeting Minutes. Dr. Leatherwood seconded the motion and it carried unanimously.

OLD BUSINESS: None

NEW BUSINESS:

A. Approval of Scope of Services No. 1 with Avcon Engineers and Planners, Inc. for design of the Taxiway A Rehabilitation Project: Jared Merrill reported that a section of Taxiway A has been designated for rehabilitation on the Capital Improvement Plan in the upcoming fiscal year. This section of Taxiway A was not improved during the Airfield Redevelopment project, and much of the pavement has exceeded its useful life. Staff worked with Avcon to develop a scope of work for the design and construction administration to rehabilitate 6,820 feet of Taxiway A, to rehabilitate connector taxiways, and grading and drainage improvements along the southeast section of the airfield. Also included in the scope of work were two alternative designs that Mr. Merrill reviewed with the Board. Mr. Merrill stated that the cost of Avcon's services is \$1,129,142.00 with 90% of this work to be funded utilizing FAA Entitlement Funds and the remaining with airport funds.

Mr. Bell moved to approve the Scope of Services No. 1 with Avcon Engineers and Planners, Inc. in the amount of \$1,129,142.00 and authorize the President & CEO to execute the necessary documents. Dr. Leatherwood seconded the motion and it carried unanimously.

B. Approval of Construction Contract Change Order No. 2 for the Air Traffic Control Tower and Associated Facilities Project: Jared Merrill reminded the Board of the contract and change order with Kokolakakis Contracting, Inc. for construction of the Air Traffic Control Tower that were previously approved. Mr. Merrill reviewed the work encompassed in Change Order No. 2 and stated that the design team and their sub-

consultants have reviewed the changes and recommend moving forward. Mr. Merrill informed the Board that the total cost of Change Order No. 2 is \$136,504.18, that the cost falls within the construction allowance that was approved with the contract, and that the change order does not require a budget amendment.

A question was raised concerning the reason for the change orders and Mr. Merrill responded that items develop through the submittals of different materials and methods during the project, as well as requests for information the contractor submits to the design team and the changes that have resulted from all of those types of correspondence.

Mr. Lovin moved to approve Change Order No. 2 with Kokolakis Contracting, Inc. in the amount of \$136,504.18 and authorize the President & CEO to execute the necessary documents. Ms. Russo Klein seconded the motion and it carried unanimously.

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

A. Registration for 5k: The president advised the Board that the next 5k will be held on August 17th and that registration for the event has opened. The Board was encouraged to let staff know if they would like to participate in the 5k or attend the event.

B. Credit Rating Agencies Update: The president reported that during the bond process in 2022 and 2023, Kroll and Moody's credit rating agencies were selected to assess the Authority's risk. Kroll rated the Authority at a score of A+ and Moody's at a score of Baa2. The agencies reassess the ratings on an annual basis, and both agencies gave the same scores to the Authority. Public notices have been issued by both agencies.

C. Broadmoor Golf Course Sub-lease: The president stated that as mentioned at the April meeting, staff has been exploring an opportunity with Broadmoor Golf Course regarding a sub-lease. DreamCatcher Hotels has decided to postpone the sub-lease of the golf course and anticipates bringing this back to the Board later in the summer.

D. Terminal Construction: With the busy summer season fast approaching and a reduced area at the airline ticket counters, the president mentioned that staff has put together a program to be proactive and mitigate congestion in that area. A letter to the editor will also be issued to bring awareness of the construction constraints to the community.

Tina Kinsey spoke about the plan created by staff to alleviate over-crowding in the ticket lobby. Mrs. Kinsey presented a diagram of the exterior queuing area located adjacent to the airline ticket counters. This open-air, covered area will be dedicated to passengers

waiting to check-in with airlines and will be staffed during peak times of the day with temporary help, AVL staff, and possibly volunteers.

A question was raised with regards to the volume of passengers at the TSA security checkpoint and Mike Reisman commented that the configuration of stanchions at the security checkpoint that staff erected last summer to help with the passenger flow should continue to be effective with queuing at the checkpoint this summer. A staff member may also be placed at the checkpoint during peak times to help direct passengers. The president commented that the security checkpoint is limited to three checkpoint lanes, however once the temporary checkpoint opens next summer, a fourth lane will be added by TSA.

Talking points for the Board Members were distributed for their use when asked questions by members of the community.

INFORMATION SECTION: No comments

PUBLIC AND TENANTS COMMENTS: None

CALL FOR NEXT MEETING: The Chair stated that the next regular meeting of the Board will be held on June 14, 2024 at Council Chambers, Fletcher Town Hall.

AUTHORITY MEMBER REPORTS:

A. Election of Authority Board Officer: Mr. Lovin stated that the Chair's term was due to expire at the end of June and that after discussions with the Board Members, the consensus of the Board was to re-elect the Chair for a second term.

Mr. Lovin moved to elect Brad Galbraith as Chair of the Greater Asheville Regional Airport Authority Board for a two-year term. Ms. Russo Klein seconded the motion and it carried unanimously.

CLOSED SESSION: At 9:05 a.m. Mr. Lovin moved to go into Closed Session Pursuant to North Carolina General Statute 142-318.11(a) subsections (3), (4), (5) and (6): to consult with an attorney retained by the Authority in order to preserve the attorney-client privilege between the attorney and the Authority, which privilege is hereby acknowledged; to discuss matters relating to the location or expansion of industries or other businesses in the area served by the Authority, to establish or instruct the Authority's staff or negotiating agents concerning the position to be taken by or on behalf of the Authority in negotiating the price and other material terms of a contract or

proposed contract for the acquisition of real property by purchase, option, exchange or lease; and, to consider the qualifications, competence, performance, character, fitness, and conditions appointment of an individual public officer or employee or prospective public officer or employee. Ms. Russo Klein seconded the motion and it carried unanimously.

Open Session resumed at 9:48 a.m.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MAY 10, 2024 CLOSED

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

APPROVAL OF THE GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
APRIL 12, 2024 CLOSED SESSION MINUTES:

Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority April 12, 2024 Closed Session and to seal and withhold the minutes for the April 12, 2024 Closed Session from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Ms. Russo Klein seconded the motion and it carried unanimously.

PRESIDENT & CEO SUPPLEMENTAL RETIREMENT RESOLUTION:

Ms. Russo Klein moved to approve the following resolution. Dr. Leatherwood seconded the motion and it carried unanimously:

WHEREAS, it is the desire of the Greater Asheville Regional Airport Authority (the "Authority") to adopt a Supplemental Executive Retirement Plan effective May 10, 2024 (the "Plan") for President and CEO Lew Bleiweis, A.A.E. ("Mr. Bleiweis"); and,

WHEREAS, the Authority recognizes that Mr. Bleiweis is among the Authority's management and highly paid employees within the meaning of the Employee Retirement Income and Security Act ("ERISA"); and,

WHEREAS, the Authority recognizes the valuable services performed on its behalf by Mr. Bleiweis and wishes to encourage Mr. Bleiweis to continue his employment with the Authority; and,

WHEREAS, the Authority finds that this Plan is in the mutual interest of the Authority and Mr. Bleiweis;

NOW THEREFORE BE IT RESOLVED, that the Authority does hereby adopt, effective May 10, 2024, the Supplemental Executive Retirement Plan for Mr. Bleiweis,

and authorizes and empowers the Chair of the Authority to execute documents in connection therewith, including the Plan, on behalf of the Authority and to take whatever additional actions he deems necessary or desirable in order to accomplish the purpose of this resolution, including, but not limited to making any appropriate filings as required by ERISA with the Department of Labor.

ADJOURNMENT: Dr. Leatherwood moved to adjourn the meeting at 9:51 a.m. Ms. Russo Klein seconded the motion and it carried unanimously.

Respectfully submitted,

Ellen Heywood
Clerk to the Board

Approved:

Brad Galbraith
Chair

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 2024-2025

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 President & CEO 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:

Low Bleiweis, A.A.E., President & CEO of the Greater Asheville Regional Airport Authority, the Chief Operating Officer, the Chief Administrative Officer, 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 14th day of June, 2024

Brad Galbraith, Chair

Attested by:

Ellen M. Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 14, 2024

ITEM DESCRIPTION – Consent Item C

Approval of Amended Administrative Policies and Procedures

BACKGROUND

The current Administrative Policies and Procedures are being amended to keep various policies updated with changing regulations and processes.

ISSUES

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

ALTERNATIVES

The Authority Board could decide to make additional changes or modifications, or to not amend the current Administrative 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 Policies; and (2) authorize the President and CEO to implement the necessary documents.

Attachments

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



ADMINISTRATION POLICIES AND PROCEDURES

Last updated: 3/8/2024

Table of Contents

Purpose	4
Board.....	5
Conflict of Interest	8
Fraud	10
Code of Ethics and Business Conduct	12
Identity Theft Detection & Prevention	15
President & CEO.....	18
Property Management.....	20
Lease Management.....	22
Retention and Disposition of Public Records.....	26
Inquiries for Public Information.....	29
Inspection and Copying of Authority Public Records.....	31
Disposition of Authority Board Closed Session Minutes	33
Workplace Safety Committee	34
Tobacco/Smoke-Free Workplace.....	37
Petty Cash	38
Purchasing/Procurement	40
Uniform Guidance Procurement Requirements	44
Grants.....	53
Post-Issuance Tax Compliance	56
Post-Issuance Securities Law Compliance	58
Public Service Advertisements and Exhibits	60
Travel Policy	61
Selecting Professional Consultant Services.....	72
Construction and Repair Contracts and Changes	76
Information Technology Acceptable Use Policy	80
Air Service Incentive Policy	86
Commercial Ground Transportation Regulation	90
Peer-to-Peer Vehicle Sharing Business Regulation.....	98
Off-Airport Rent-A-Car Business Regulations	105
Environmental Policy	111
Filming and Photography	113
Art in the Airport.....	118
Music in the Airport.....	120

Body-Worn Cameras	123
Disadvantaged Business Enterprise (DBE) Program	128
Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program	130

Purpose

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).

IDENTIFICATION 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

Board

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.

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

Election and Term of Office 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 President & CEO 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 President & CEO at the Offices of the Authority.
- Financial** The Fiscal Year of the Authority begins July 1 and ends June 30.
- The President & CEO 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 President & CEO or another department director designated by the President & CEO.
- 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 President & CEO.
- 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 President & CEO 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 President & CEO 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 President & CEO provides to the Board a written report of the immediate danger that exists and the reason for needing the emergency rule.
- An emergency rule or regulation is effective for ninety (90) days only after its adoption, during which time, regular rule-making procedures may be invoked.
- An emergency rule or regulation may become effective immediately.

APPROVAL AND UPDATE HISTORY:

- Approval** July 1, 2022
Supersedes August 8, 2014, June 11, 2010, December 11, 2006, March 15, 2004

Conflict of Interest

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

Fraud

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 VP - Administration & HR 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 VP - Administration & HR immediately. The reporting employee may remain anonymous.

Investigation Responsibilities The VP - Administration & HR has the primary responsibility for coordinating an investigation of all suspected fraudulent acts.

If an investigation substantiates that fraudulent activities have occurred, the VP - Administration & HR 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 President & CEO in conjunction with legal counsel.

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

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022
Supersedes June 4, 2021

Code of Ethics and Business Conduct

OBJECTIVE 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 VP - Administration & HR.

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 VP - Administration & HR will investigate all reported instances of questionable or unethical behavior. In the event that the VP - Administration & HR is involved, the President & CEO 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 VP - Administration & HR.

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 the VP - Administration & HR 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 VP - Administration & HR immediately.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	June 4, 2021

Identity Theft Detection & Prevention

OBJECTIVE The Identity Theft Detection and Prevention Policy is established in accordance with the Federal Trade Commission's Fair and Accurate Credit Transactions Act of 2003, North Carolina General Statutes N.C.G.S. 75-60 of the Identity Theft Protection Act, N.C.G.S. 14-113.20 Identity Theft, and N.C.G.S. 132-1.10 of the Public Records Act (together, the "Act"). The Authority recognizes the responsibility to safeguard certain information of customers, vendors, employees, and other individuals who provide information within the Authority that is covered by the Act. The purpose of the policy is to communicate to employees their responsibility for protecting sensitive and confidential information pursuant to the Act.

METHOD OF OPERATION

Scope of Policy This policy applies to management and all personnel of the Authority for the purpose of identity theft detection and prevention.

Definitions **Sensitive Information** - Information that is identifying information according to the Act and through contractual obligations related to merchant services (credit card acceptance). The following are specifically identified as sensitive information:

1. Social security and employer taxpayer identifications numbers
2. National and international identification
3. Drivers license, state identification card, or passport numbers
4. Credit card and debit card numbers
5. Savings and checking account numbers
6. Personal Identification Code (PIN)
7. Passwords
8. Electronic identification numbers, electronic mail names or addresses, internet account numbers, or internet identification names
9. Any other numbers or information that can be used to access a person's financial resources
10. A person's first name or first initial and last name in combination with identifying information

Confidential Information - Under state statute N.C.G.S. 132- 1, the Authority also has an obligation to secure and limit access to other information involving customers and employees. The following are

identified as confidential information, although this is not a complete listing:

1. Communication with legal counsel
2. State and local tax information that contain information about a taxpayer's income or receipts except as provided in G.S. 153A-148.1 and G.S. 160A- 208.1
3. Records of criminal investigation conducted by public law enforcement agencies
4. Emergency response plans
5. Economic development incentives

Security Breach - A breach is considered to have taken place if any sensitive or confidential information is suspected to have been stolen, viewed, copied, or otherwise compromised by unauthorized individual(s) or if it is suspected that information has been lost and could be accessed by unauthorized individuals(s). A breach of information can occur physically or virtually via technology. Access and use of sensitive or confidential information by an employee or agent of the Authority for a legitimate purpose is not a security breach, provided that the sensitive or confidential information is not used for a purpose other than a lawful purpose and is not subject to further unauthorized disclosure.

Responsibilities of Departments

Each department will develop and maintain a standard procedure to provide staff with specific guidance on the protection of sensitive and confidential information applicable to the department. Departmental procedures will supplement, but not supersede this policy or applicable laws.

Department heads are responsible for determining which employees are authorized to access and handle sensitive and confidential information and the department head must ensure that the authorized employees are trained to handle such information in accordance with this policy.

All employees who manage and work with sensitive and confidential information are required to read and sign the identity theft detection and prevention policy user agreement which will be maintained in the employee's personnel file.

Managing, Maintaining, and Storing Sensitive and Confidential Information

Employees who have access to sensitive and confidential information are required to create, handle, maintain, and dispose of such information with prudent care in order to ensure proper security. Access to sensitive and confidential information will be limited and only provided for authorized employees to perform essential tasks for Authority business.

In order to protect sensitive and confidential information, the Authority will only release sensitive information to the individual(s) who own the information upon confirmation of personal identifying information or a

valid picture ID. The confirmed individual may authorize the release of sensitive information to a third party. Confidential information will only be released in accordance with state statute. The only exception will be the release of specified information pursuant to a court order, warrant, subpoena or other requirement by law.

**Identity Theft
Risk**

The Authority has a responsibility to define high risk areas for identity theft and identify potential threats for identity theft known in the Act as red flags. The red flags are indicators that sensitive information is being fraudulently used. This policy in combination with department specific guidelines should help to detect a potential for identify theft and unauthorized use of information.

APPROVAL AND UPDATE HISTORY:

Approval August 13, 2021
Supersedes

President & CEO

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

POLICY

General The President & CEO reports to the Board. The President & CEO 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 President & CEO:

1. Is the chief executive officer and head of the administration of the Authority, and recommends specific goals and objectives to the Board.
2. The President & CEO 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:
 - a. Select, employ, and discharge, all subordinate personnel as may be required to do the work of the Authority.
 - b. Fix and or adjust the salary of employees of the Authority, within the budget of the Authority.
 - c. Endorse all contracts, bonds and other instruments in writing in which the Authority is interested.
 - d. Serve as the Budget Officer and prepare the annual budget, in conjunction with the Chief Financial Officer, for the Authority and submit it to the Board, and be responsible for its administration after adoption.
 - e. Prepare and submit, in conjunction with the Chief Financial Officer, 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.
 - f. Keep the Board advised of the financial condition and future needs of the Authority, and make recommendations as necessary.

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

Memberships The President & CEO serves as a non-voting member and provides technical assistance on numerous boards and committees connected with the Authority.

Absence of President & CEO In the absence of the President & CEO, the Chief Operating Officer, or the department Vice President so designated by the President & CEO (length of time to be determined by the President & CEO) serves in an acting capacity and performs such duties inherent to the President & CEO 's position. Should the President & CEO be unable to perform the assigned duties for any reason, the Chair of the Authority designates an Acting President & CEO, to be confirmed by the Board at its next meeting.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022
Supersedes August 8, 2014, June 11, 2010, December 11, 2006, May 23, 2005, March 15, 2004

Property Management

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

METHOD OF OPERATION

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

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

Lease Management

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

METHOD OF OPERATION

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

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

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

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

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

Approval of Terms by the Members of the Authority

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

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

Upon execution of the agreement by the tenant, the tenant must provide to the Authority all required evidence of insurance coverages and evidence of financial security (bond, letter of credit, deposit, etc.) as may be required in the agreement. The agreement is again reviewed by the Authority's legal counsel and if approved, it is then presented to an Officer of the Authority or President & CEO 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 President & CEO or designee for approval prior to construction. As-built drawings are obtained once any construction is completed and these drawings are then reviewed by President & CEO or designee. Certified statements of the cost of the construction are reviewed by the President & CEO 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 July 1, 2022

Supersedes August 8, 2014, June 11, 2010, March 15, 2004

Retention and Disposition of Public Records

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

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

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 VP - Administration & HR 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 VP - 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 Statute 132-3.

Retention Schedules - The form or document that establishes the authorized standard for the orderly retention, transfer, or other disposition

of records, taking into consideration their legal, historical, and administrative values.

Responsibility The RMLO is designated by the President & CEO 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 July 1, 2022

Supersedes August 8, 2014, June 11, 2010, March 13, 2009, December 11, 2006, March 15, 2004

Inquiries for Public Information

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

METHOD OF OPERATION

Directives **Inquiries concerning the Airport Authority**

Employees shall at all times be courteous to those members of the public who seek information. Employees are cautioned that information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Any release of such information before final decisions or disposition of the matter could cause misunderstanding and confusion resulting in waste of time and money. An employee will decline courteously to reveal such information and shall direct the inquiry to the President & CEO 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 VP - Administration & HR 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 VP - Administration & HR.

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

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes August 8, 2014, June 11, 2010, March 15, 2004

Inspection and Copying of Authority Public Records

OBJECTIVE	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	<p>Agency - The Greater Asheville Regional Airport Authority.</p> <p>Authority Offices - The offices of the Greater Asheville Regional Airport Authority.</p> <p>Public Records Coordinator - The VP - Administration & HR who coordinates the examination, inspection, and copying of records.</p> <p>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.</p> <p>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).</p>
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 July 1, 2022

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

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 President & CEO 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 President & CEO 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 President & CEO 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 July 1, 2022
Supersedes August 8, 2014, April 15, 2011

Workplace Safety Committee

OBJECTIVE 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 President & CEO 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 President & CEO .
- 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 July 1, 2022

Supersedes October 6, 2017, August 8, 2014, June 11, 2010, December 11, 2006, March 15, 2004

Tobacco/Smoke-Free Workplace

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

METHOD OF OPERATION

Directives Tobacco 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

OBJECTIVE Petty cash funds are authorized by the President & CEO or designee and established by the Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer).

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 July 1, 2022

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

Purchasing/Procurement

OBJECTIVE 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

1. The President & CEO is authorized to approve any type of procurement, (1) not to exceed the ~~actual or estimated~~ amount of **his annually approved spending authority, seventy five thousand (75,000) 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 President & CEO may delegate procurement approval authority vested in him/her to subordinate employees as deemed appropriate.
2. Unless approved under paragraph 1 above, all remaining procurements of any type must be approved by the Board prior to being implemented except for purchases in an emergency situation exceeding ~~seventy five thousand (75,000) dollars~~ **the President & CEO's spending authority**, which should be ratified at the Board meeting following the emergency.
3. The President & CEO is authorized to transfer amounts up to ~~\$75,000~~ **his spending authority** from the budget ordinance Contingency appropriation line item to other line items within the same fund. The President & CEO 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 President & CEO 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.

Purchase Orders

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 Chief Financial Officer, 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 \$5,000 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 Chief Financial Officer 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 Chief Financial Officer or designee will monitor all purchases made on a blanket purchase order.

The President & CEO, the Chief Operating Officer, or the Chief Financial Officer 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 \$5,000 or more. When authorized, a purchase order will be issued, and the items can be ordered. Office supply requests under \$5,000 must be submitted to, and approved by, the Vice President of Administration and Human Resources or designee before ordering.

Any unauthorized purchases will be returned to the purchaser and will not be paid without direct authorization from the President & CEO or designee.

Purchasing Cards

Authority purchasing cards (**p-cards**) should be used where possible to maximize rebate revenue to the Authority.

The finance department shall be the primary department responsible for managing p-cards. A Vice President may submit a written request for an employee p-card to the CFO. Card limits must be within the approved spending authority of the requestor.

All purchases shall comply with the applicable Authority policies and procurement procedures. P-cards should not be used to circumvent routine procurement procedures and should only be used for official Authority business. Under no circumstances shall an Authority p-card be used for personal use or gain. Cash advances are prohibited.

For items below \$5,000, 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.

For items of \$5,000 or more, and within the card limit, the purchasing card should be used only after the issuance of a purchase order by the Chief Financial Officer, or designee.

Travel may be booked on the purchasing card once the required travel authorization has been submitted and approved by the appropriate department vice president.

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 vice president or next level of approval and included with the monthly purchasing card statement.

If a card is lost, stolen, or compromised it is the responsibility of the cardholder to immediately notify the finance office. In addition, if it is believed that criminal activity has occurred, the cardholder should notify law enforcement.

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 Chief Financial Officer as soon as possible.

APPROVAL AND UPDATE HISTORY:

Approval ~~November 18, 2022~~
Supersedes ~~November 18, 2022~~ June 4, 2021, August 8, 2014, December 9, 2011, June 11, 2010, October 10, 2008, December 11, 2006, March 15, 2004

Uniform Guidance Procurement Requirements

OBJECTIVE 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 sub-grants, 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, invitations 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.

- 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 "micro-purchase" 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 costing \$3,500 up to \$90,000** 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.
6. 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 "micro-purchase" 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:

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, 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
Supersedes

Grants

OBJECTIVE To provide guidelines for the application and administration of federal and state grants as well as direct federal or state appropriations and to ensure the Authority has the resources and ability to adhere to grant restrictions, covenants, reporting requirements and matching requirements.

METHOD OF OPERATION

Application Procedure

1. When grant funding is desirable and potentially available, the Planning department has primary responsibility for initiating a grant application. The COO should work with the Planning department to determine the overall feasibility of a grant application.
2. The following should be considered when analyzing the feasibility of a grant application:
 - Accounting requirements (special funds, accounts, etc.)
 - Single Audit / compliance requirements, CFA #, etc.
 - Associated audit fees
 - Recurring grant funding
 - Matching requirements
 - Reporting requirements (documents requested)
 - Staff workload
 - Budgetary constraints
 - Adherence to administrative requirements
 - Purchasing requirements
 - Insurance issues
 - Asset restrictions (for assets purchased with grant funding)
 - Davis Bacon, EEOC and Affirmative Action issues, as well as any other personnel issues
 - Any major performance requirements that may exist, such as having written policies and long-term official plans. The Authority may be required to make official certifications regarding some of the grant requirements such as a drug-free workplace, certain lobbying certifications and executive order 11246 (affirmative action).
3. Any grant restrictions and/or matching requirements must be deemed acceptable before approval. The President and CEO will approve all grant applications before submission.

4. A copy of the completed application should be forwarded to the Finance department when submitted to grantor.

Response from grantor:

- If denied: The President and CEO should notify the Finance department and Planning department of the denial
- If awarded: The President and CEO should notify the Finance department and Planning department as well as any other affected staff and forward a copy of the grant award

Grant Award Upon approval of the project, a Grant Award letter will be sent to the airport. Once this award is accepted by the President and CEO, as well as the airport attorney, if necessary, the funding will be made available.

Grant Management The VP of Planning is responsible for the monitoring and verification of project progress. The Planning department submits all progress reporting to the funding agencies. The preparation of these reports should be in coordination with the Finance department who manages the disbursement of grant funding.

Disbursement The Planning department and the airport's engineering representatives are responsible for oversight of all projects. As work is completed, invoices are reviewed for accuracy. Once the invoice has been verified for quantities, DBE participation and certified payroll, the Planning department submits a payment approval to the Finance department. The payment approval includes the grant number, or other identifying information, and approval signatures. Upon receipt of completed payment approval, the Finance department makes timely payment of invoice.

Draw of funds The Finance department coordinates with the Planning department to prepare grant tracking spreadsheet which identifies amounts from invoices which are eligible for grant funding as well as matching requirements. A copy of this spreadsheet is submitted to the funding agency for reimbursement. For FAA-AIP reimbursements, this spreadsheet is submitted through the online FAA portal, Delphi System. Upon validation, grant funding is automatically credited to the airport's bank account.

If necessary, cash advances for grant expenditures may be requested. These cash advance requests shall be as close as administratively possible to actual cash outlays. Any excess interest earnings generated because of cash advances shall be repaid to the grantor as required.

Recurring and Multi-Year Grants Documentation for grants that span multiple years should be reviewed annually to determine funding as a part of the budgeting process.

Recurring grants should be reviewed annually to identify and changes in terms, conditions or requirements. Any such changes must be communicated to the President and CEO and to the Finance Department.

Grant Closeout

The Planning department is responsible for completion of closeout documentation for grant funded projects. Grant closeout checklists are provided by funding agency and must be followed for proper closeout. The Planning department works with project engineer to prepare final project report, a breakdown of project financial reports, as-built drawings, change-order justifications, and any other required project reporting forms.

Grant Record Management

All grant records are maintained in Planning department, in both digital and hard copy format. In addition, grant approval documentation is maintained in the President and CEO's office and disbursement and reimbursement documentation is maintained in Finance office.

APPROVAL AND UPDATE HISTORY:

Approval ~~October 7, 2022~~
Supersedes October 7, 2022

Post-Issuance Tax Compliance

Objective The Greater Asheville Regional Airport Authority (the "Authority") must comply with all federal tax laws and regulations applicable to tax-exempt bonds and other obligations (hereinafter referred to as "Debt"), to ensure tax exempt status is maintained.

General Policy The Authority's Chief Financial Officer, or other officer serving in such capacity (the "Officer"), shall be primarily responsible for administering and monitoring compliance with the requirements of this Policy. The processes and procedures for ensuring compliance with this Policy shall be outlined in an organizational department directive. The Officer shall conduct compliance reviews at least annually to ensure ongoing compliance with this Policy.

The Authority will consult with its bond counsel regarding the processes and procedures necessary to ensure compliance. At the request of the Officer, bond counsel will provide guidance and training to the Officer and other Authority personnel on issues regarding compliance with this Policy and applicable federal tax laws and regulations governing Debt.

The Officer will be responsible for:

- Training all Authority personnel responsible for ensuring compliance with federal tax laws and regulations
- Following all records retention requirements
- Monitoring arbitrage and arbitrage rebate compliance
- Allocating and tracking of debt proceeds
- Monitoring governmental use of debt-financed facilities
- Monitoring private business use of debt-financed facilities

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

APPROVAL AND UPDATE HISTORY:

Approval November 18, 2022
Supersedes

Post-Issuance Securities Law Compliance

Objective

1. The Greater Asheville Regional Airport Authority (the "Obligated Party") must comply with each of its continuing disclosure undertakings (each an "Undertaking" and, collectively, the "Undertakings") entered into pursuant to SEC Rule 15c2-12, as amended and as may be amended from time to time (the "Rule"), as it relates to any outstanding bonds or other debt obligations subject to the Rule (hereinafter referred to as "Debt"). Such Debt generally includes general obligation bonds, revenue bonds, limited obligation bonds or other debt obligations that are publicly offered via competitive sale or negotiated underwriting.
2. This Policy is designed to serve the following purposes: (a) facilitating compliance with the Obligated Party's Undertakings and the Rule, (b) reducing the risk of exposure to enforcement actions and the potential liability for damages based on non-compliance by the Obligated Party (and its officers and employees) and (c) promoting good investor relations and best practices for the benefit of the Obligor and the investment community. The processes and procedures for ensuring compliance with this Policy shall be outlined in an organizational department directive.

General Policy

1. The Obligated Party's Chief Financial Officer (the "Principal Officer") shall be the person primarily responsible for administering and monitoring compliance with the requirements of this Policy.
2. The Principal Officer shall be responsible for:
 - Designating other officers or employees of the Obligated Party as the Principal Officer deems necessary or appropriate to ensure compliance with the requirements of this Policy. The Principal Officer, together with such other designated officers or employees, shall constitute the "Compliance Group" for purposes of this Policy
 - Training of all members of the Compliance Group with the specific actions required in order to comply with the requirements of this Policy

- Consulting with legal counsel or other appropriate consultants regarding the processes and procedures necessary to ensure compliance
- Identifying all debt subject to undertaking
- Preparing and reviewing annual financial information
- Preparing and reviewing event notices
- Preparing and reviewing voluntary disclosure notices
- Posting annual financial information and notices on EMMA website
- Maintaining records and documentation following records retention requirements

**Right to Amend
Policy**

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

APPROVAL AND UPDATE HISTORY:

Approval November 18, 2022
Supersedes

Public Service Advertisements and Exhibits

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 President & CEO 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 July 1, 2022

Supersedes August 8, 2014, March 15, 2004

Travel Policy

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, President & CEO 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 President & CEO 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 President & CEO or designee, to receive the hospitality of the Authority in connection with the performance of its lawful duties.

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

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

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

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

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

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

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

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

General Policy

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

Planning and Approving

Planning. At a regularly scheduled Board Meeting early in the budget process, prior to the December Board meeting, the President & CEO 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 President & CEO 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.

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

**Special
Conditions of
Travel**

Consultant Travel. 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 specify the terms of travel shall adhere to the same rates and guidelines as those for Board members, employees and other travelers.

Travel for Employment Interviews. 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.

Emergency Travel. The President & CEO 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 President & CEO. Lodging expenses must be substantiated by a receipt.

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

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

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

Reimbursements will be made for the following:

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

- b. Domestic Meals. Domestic meals will be calculated at the maximum Per Diem amount for cities as listed in the current GSA CONUS guide.
- c. International Meals. International Meals will be reimbursed in accordance with the "Standardized Regulations – Government Civilians, Foreign Areas", either at: (1) the Per Diem amounts for meals and incidentals at 100% of the current rate (without need for receipts) or (2) actual receipts not to exceed 150% of the current rate. Either method selected generally shall include any and all meal gratuities, unless documented in writing and approved in advance. The method for reimbursement shall be consistent for all meals on a trip.

- d. Expenditure Amounts. Limitations on meal expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Guest.
- e. Complimentary Meals. If a complimentary meal is provided or is included in a registration fee paid by the Authority, it shall be the traveler's option to accept or decline these meals. However, if such meals are declined by the traveler, no other meal allowance shall be provided. Continental breakfasts and snacks do not constitute complimentary meals.
- f. Meals for Daily Travel (No Overnight Stay). When attending a local conference, seminar, class or an Authority supported event, meal(s) will be reimbursed for the actual receipt amount, not to exceed the Per Diem amount for that location. One meal per each eight-hour event will be eligible for reimbursement.

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

- c. Ticket Reimbursement. The Authority will not reimburse any traveler for ticket(s) obtained in all or in part through the use of an airline frequent traveler program, whether it be points, miles, or other reward-type program.
- d. The President & CEO 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.
 - Oversized/overweight luggage fees due to Authority business and pre-approved by President & CEO.
 - Other emergency situations with pre-approval by President & CEO.

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 President & CEO 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 President & CEO 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 President & CEO.

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

Receipts

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

Reporting

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

- b. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or \$250) shall be explained in the Travel Authorization & Expense Report approved by the department director.
4. Funds Due Authority. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance Department and a cash receipt form obtained no later than twenty (20) working days for Domestic travel, and thirty (30) working days for International travel, after the travel period has ended. A copy of the cash receipt must be attached to the travel expense report.
5. Funds Due Traveler. Travel Authorization & Expense Reports showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.
6. Canceled Trips. Canceled travel requests shall be documented as such and routed through the approving authority. The traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation. 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 July 1, 2022
Supersedes October 6, 2017, August 8, 2014; April 20, 2012; June 11, 2010; March 12, 2010; March 15, 2004

Selecting Professional Consultant Services

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. Factors considered by Staff may include: ability of the professional personnel, past performance, willingness to meet time and budget requirements, location of the Firm, 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 President & CEO 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 July 1, 2022

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

Construction and Repair Contracts and Changes

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

Change Order. A written modification to a Construction and Repair Contract, 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 President & CEO or designee issues the notice to proceed at the appropriate time.

Coordination of Project

Upon award of a contract and subsequent notice to proceed, the Chief Operating Officer 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 President & CEO 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 Chief Financial Officer 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.

Limits of Approval of Contracts and Change Orders

The President & CEO 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 President & CEO has authority to approve a Change Order for an amount not to exceed \$75,000. Upon approval of the Change Order, the President & CEO 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 President & CEO 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 President & CEO 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 President & CEO 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.

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Information Technology Acceptable Use Policy

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 President & CEO 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 VP - 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 President & CEO or designee.

Public access to public network systems (such as free internet access via wireless or wired technologies), stand-alone computers, and the Internet are limited to guest login accounts with browse only capability. Guests may save created files on their own 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 President & CEO 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 President & CEO or designee.
- Users shall not use another employee's password without prior approval from an authorized Department manager.
- If a password is compromised for any reason, the password shall be changed as soon as practical.
- Users shall choose passwords in accordance with the "Password Construction Guidelines". IT Department has more information on these guidelines.
- Users will be required to change their passwords at a minimum of every 90 calendar days.

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

An electronic mailbox (Email) 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 President & CEO or designee may install programs after thorough inspection for virus(es), malware, spyware and copyright violation(s).

Only the President & CEO 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 President & CEO 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 President & CEO or designee may perform such monitoring.

The following information shall be monitored by the President & CEO or designee:

- Local Area Network/Wide Area Network (LAN/WAN) System log files containing information pertaining to all processes executed on the system.

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

Prohibited Activities

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

Removal of access privileges may be reviewed by the President & CEO 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 President & CEO 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 President & CEO for appropriate disciplinary action. All disciplinary actions instituted for computer misuse shall be consistent with current policies, procedures, which may result in disciplinary action, up to and including termination of employment. The Authority reserves the right to proceed criminally or civilly against the violator for alleged misuse of current applicable 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 July 1, 2022
Supersedes August 8, 2014, June 11, 2010, March 15, 2004

Air Service Incentive Policy

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

METHOD OF OPERATION

Introduction To stimulate air service growth and provide an incentive to incumbent and new entrant airlines for the addition of new air service at Asheville Regional Airport (Airport), the Authority establishes a range of incentive options available. This policy provides the parameters within which staff will be able to negotiate air service development on behalf of the Authority.

Definitions **Target market** – Target markets are any current top 25 Origin and Destination (O&D) airports or geographic areas with alternative airports (based on most current rolling 12-month DOT data), or other markets identified by the GARAA board, if needed.

Other market – Domestic O&D airports that fall below the top 25 O&D airports/geographic regions (based on most current rolling 12-month DOT data).

Served market – O&D airport already served from AVL, either by incumbent or new entrant carrier. (Seasonal routes are only considered served markets when they are in season.)

Unserved market – Nonstop route not currently offered by any carrier.

Seasonal Service – Less-than-yearly domestic air service with a minimum 90-day consecutive service period, maximum of 7 months of service in a calendar year, with at least 2x/week service.

Year-round service – Domestic air service to new route that is offered daily or less-than-daily (at least 2x/weekly) for at least 12 consecutive months.

Terminal rents and fees – airline rental fees for new or expanded preferential lease space (ticket counter, queue and office space), rent for common areas (baggage claim, boarding areas, aircraft apron, loading bridges, etc.), airport-imposed security fees and fees for shared terminal equipment and supplies for passenger processing.

Incumbent – Air carrier currently providing air service at the airport.

New Entrant – Air carrier that has not provided air service at the airport for at least the previous 24 months.

Incentive Program

Year-round service

	Unservd target market	Any other unserved market
Marketing	Up to \$150,000 (Yr 1)	Up to \$75,000 (Yr 1)
Landing Fee Waivers	100% for 24 months	100% for 12 months
Terminal Rent & Fee Waivers	100% for 24 months	100% for 12 months

Seasonal service

	Unservd target market	Any other unserved market
Marketing	Up to \$75,000 (Yr 1)	Up to \$50,000 (Yr 1)
Landing Fee Waivers	100% for first season	100% for first season
Terminal Rent & Fee Waivers	100% for first season; 50% for second season	100% for first season

New Entrant Only – one time incentive for entry into the market.

	Any market year round	Any market - seasonal
Marketing	Up to \$150,000 (Yr 1)	Up to \$75,000 (First Season)
Landing Fee Waivers	100% for 12 months	100% for first season
Terminal Rent & Fee Waivers	100% for 12 months	100% for 12 months

Seasonal-to-year-round service (without interruption of service)

	Unserviced target market	Any other unserved market	Served market (New Entrant Only)
Marketing	Up to \$75,000 (additional for first year)	Up to \$25,000 (additional for first year)	Up to \$25,000 (additional for first year)
Landing Fee Waivers	100% for additional consecutive months up to 24 months total	100% for additional consecutive months up to 12 months total	100% for additional consecutive months up to 12 months total
Terminal Rent & Fee Waivers	100% for additional consecutive months up to 24 months total	100% for additional consecutive months up to 12 months total	100% for additional consecutive months up to 12 months total

Focus City – At least 5 routes (including at least one target market) within first 12 consecutive months of service. To qualify, incumbents must add service to unserved markets. New entrants eligible to include one served market of the 5 or more total added.

	AVL Designated as Focus City
Marketing	Up to \$300,000 for all combined new domestic services (Yr 1)
Landing Fee Waivers	100% for 24 months (unserved markets only) 100% for 12 months (served markets – new entrants)
Terminal Rent & Fee Waivers	100% for 24 months

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 offered. If a revenue guarantee or other cash incentive is provided by a third party, a formal contract or agreement between the third party and air service entity must be executed. The airport cannot be involved in this transaction.

Exclusions

Airlines that return previously served routes into service do not qualify for incentives if the route was served by the airline within the previous 24 months. The Board may elect to offer incentives if the route is a targeted unserved market.

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.

Incentives for new service to unserved markets are limited to the first carrier to establish service.

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 nonstop service, and who request incentives prior to announcing the new service.

The Authority budgets for air service incentives annually. Therefore, once the 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.

APPROVAL AND UPDATE HISTORY:

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Commercial Ground Transportation Regulation

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 President & CEO, 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, President & CEO 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 President & CEO 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 President & CEO 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 President & CEO or designee, no Commercial Vehicle shall be Parked on the Airport. The President & CEO may establish at his/her sole discretion, designated passenger pickup areas for 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 President & CEO 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 geofence 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 President & CEO 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 President & CEO or Designee. The requirement for the contact area is subject to change from time to time by the President & CEO 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 President & CEO or designee.

Statement of Information

Each Operator shall forthwith deliver to the President & CEO 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 President & CEO or designee, no later than July 1st of each calendar.

Commercial Vehicle/Driver Identification and Standards

All Commercial Vehicles shall be clearly identified by at least the Operator's name, assumed name or logo. Each Operator shall deliver to the President & CEO or designee, at his or her office a written list verified and acknowledged in writing by an officer of the Operator (if a corporation), member or managing member (if a limited liability company), general partner (if a partnership), or owner, stating the license plate number, 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 Taxicab, On-Demand Shared Ride Services, and 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 President & CEO, 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 President & CEO 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 President & CEO, 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 President & CEO , or designee. The following procedures include a process for violations, fines, and suspensions that are necessary; however, Airport Management is not limited to these procedures and may temporary or permanently suspend companies, drivers, or both immediately and/or while under appeal as deemed in the best interest of the Airport or traveling public. The President & CEO, 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 President & CEO, 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 President & CEO , 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 President & CEO 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 President & CEO 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 President & CEO by certified mail within five (5) business days stating the reasons for the appeal. The President & CEO 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 President & CEO, 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 July 1, 2022
Supersedes June 8, 2018, 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

Peer-to-Peer Vehicle Sharing Business Regulation

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

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

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

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

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

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

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

Gross Receipts ("Gross Receipts") includes all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing

Vehicle Sharing services to Airport customers and for all ancillary activities, except for sums specifically excluded herein, regardless of how any sum may be represented to the Airport customer, how or where Provider received the order for the Vehicle Sharing transaction, where the Shared Vehicle is obtained, or where the Shared Vehicle is returned. Without limitation, Gross Receipts includes: Charges for any time and mileage for Vehicle Sharing services, GPS and other electronic devices, child restraints, additional driver fees and all other transactions and charges of whatever nature derived from or incidental to Provider's operation. Charges for insurance offered incidental to a Vehicle Sharing agreement. All amounts charged to Provider's Airport customers at the commencement or the conclusion of the Vehicle Sharing transaction for the cost of furnishing and/or replacing fuel provided by Provider and/or Shared Vehicle Owners. Credits given to Airport customers for out-of-pocket purchases for fuel, oil, emergency services, deposits, or other matters, regardless of where such purchases were made. Inter-city fees and drop charges paid or payable to Provider. Additional sums paid to Provider at Asheville Metropolitan area locations or at other locations in connection with Vehicle Sharing services provided to Airport customers, such as when a Shared Vehicle is exchanged.

NO deduction shall be made for the payment of franchise taxes, privilege taxes levied on Provider's Vehicle Sharing activities, equipment, or real or personal property of Provider.

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

The amount of any federal, state, local sales, or tourism tax separately stated on the Vehicle Sharing agreement and collected from the Airport customer and remitted to the taxing authority.

The amount of any sum received as insurance proceeds or a judicial judgment or settlement to restore damage to automobiles or other property of Provider, or to restore a tangible loss, theft or conversion. The amount of any sale of Provider's capital assets or trade fixtures. Any amounts received for any cancellation fees. The amount of State road tolls and fines issued off airport that are (1) paid by Provider and charged back to the customer, or (2) received by Provider as payment on behalf of the customer. Any amounts received by Provider from Shared Vehicle Drivers which are fully passed through to Shared Vehicle Owners such as post-trip reimbursements, smoking fees, etc. Provider shall report to Authority all income associated with Vehicle Sharing transactions with Airport customers, both cash and credit, regardless of whether collected or not collected. No deduction shall be allowed for any uncollected amounts, write-offs, or adjustments made after the transaction with Airport customer has been concluded. No Diversion. Provider shall not intentionally divert, through direct or indirect means, any of Provider's Vehicle Sharing transactions or related business with Airport customers to other locations of Provider or its

affiliates without including such transactions in Gross Receipts. Authority shall have the right to immediately terminate the Operating Agreement thereby eliminating Provider's access to the Airport market and Vehicle Sharing transactions with Airport customers, or to take other appropriate action upon determining that an intentional diversion exists or has occurred. Gross Receipts shall be determined by the total of charges on the face of the Airport customer's final receipt in connection with the transaction, less any allowable charges excluded in the definition of Gross Receipts, above. The retroactive adjustment by Provider of Gross Receipts designated as volume discounts or any other designation or for any other purpose is prohibited.

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

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

**Loading and
Vehicle
Exchange
Areas**

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

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

Solicitation

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

**Statement of
Information**

Prior to beginning operations, and before July 1st of each calendar year, each Provider shall deliver to the Authority at the President & CEO's office a written and legible statement setting forth the following information: the Provider's full legal name, assumed name, street address, mailing address, telephone number and facsimile telephone number. If any of this information changed during the year after the delivery of this statement, the information shall be updated and provided to the Authority on the monthly report remitted to the Authority.

Vehicle Identification Owner shall be familiar with the requirements of their company and with the Authority prior to entering the boundaries of the Airport, or the Owner will be asked to immediately leave the property of the Airport and will not be allowed to return until they are familiar with this information.

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

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

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

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

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

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

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

Compliance

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

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

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

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

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

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

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

Each Provider shall purchase and maintain comprehensive general liability insurance coverage in at least the amount of \$2,000,000 relative to its acts and omissions at the Airport. The Authority and its present and future officers, members, President & CEO, employees, and agents shall be named as additional insured under such policy.

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

shall immediately contract with another insurance carrier to provide the requisite coverage and shall immediately deliver to the President & CEO a replacement certificate.

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

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

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

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

Violations

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

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

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

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

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

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

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

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

Right to Amend Policy

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

APPROVAL AND UPDATE HISTORY:

Approval	February 3, 2023
Supersedes	July 1, 2022; May 13, 2022

Off-Airport Rent-A-Car Business Regulations

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

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

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

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

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

Off Airport Rent-A-Car Business Operator (Operator) means any partnership, corporation, enterprise, person or other entity which 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, President & CEO, the VP 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 President & CEO, the VP 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 President & CEO'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 President & CEO'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 President & CEO ("President & CEO") 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 10% of the Gross Receipts during the previous month.

Reporting

On or before the twentieth (20th) day of each month, each Operator shall deliver to the Authority at the President & CEO's office a written and legible report ("Report") for the previous month's Gross Receipts in such detail, form and manner as directed by the President & CEO 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 President & CEO'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 President & CEO 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 safeguarded by the Operator for a period of not less than five years.

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

Compliance

The following additional provisions are applicable to the Operators:

Nothing in this Regulation bestows or grants to any Operator any exclusive privilege. The Authority has, has had, and shall continue to have the absolute right to develop, expand, improve and renovate the Airport (including but not limited to the Terminal Building), regardless of the desires or views of any Operator and without interference or hindrance from any Operator; and the Authority may continue to so develop, expand, improve and renovate the Airport.

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

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

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

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

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

If so authorized by the Authority from time to time, each Operator may use in common with other providers of rent-a- car services or other Operators a passenger loading and unloading temporary parking area, which use shall be in accordance with all directives (if any) of the President & CEO, the VP 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, President & CEO, employees and agents harmless at all times in the future for, against and from all claims, demands, judgments, settlements, damages, losses, costs and expenses (including but not limited to attorneys' fees) which related to or arise out of the conduct of the 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, President & CEO, employees and agents shall be named as additional insured under such policy.

Each Operator shall forthwith deliver to the President & CEO a certificate of the above insurance coverage. The certificate shall provide that the

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

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

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

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

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

Violations

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

**RIGHT TO
AMEND
POLICY**

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

APPROVAL AND UPDATE HISTORY:

Approval December 9, 2022
Supersedes July 1, 2022, August 8, 2014, June 11, 2010, December 11, 2006, December 1, 1991; January 20, 1992, August 17, 1992

Environmental Policy

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.

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 June 11, 2010

Filming and Photography

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.

OBJECTIVES

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

8. To provide the film industry with specific procedures for obtaining Authority approval for filming at AVL.

METHOD OF OPERATION

All parties wishing to conduct commercial filming on AVL property must obtain approval from the Marketing and Public Relations Department (MPR) of the 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 VP - Marketing, PR & Air Service Development 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 President & CEO will determine the appropriate level of insurance required for each project. Levels include:

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

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, non-owned 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.

**Filming/
Photography**

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

1. The Authority reserves the right to halt filming temporarily or permanently if any photographer or member of the film production fails to comply with Airport rules and regulations, or neglects any rules set forth in this policy.
2. The film production/photographer must obtain the written consent of the GARAA, airport tenants, advertisers and/or any third party to photograph, film, or use other visual images depicting a trademark, brand name, logo, other visual image on or within the airport premises.
3. Filming or photography of certain types of scenes including breaches of security, aircraft crashes, use of firearms or firearm replicas, explosions, car crashes, etc., will not be permitted. Use of special effects must be outlined in the application.
4. Filming or photography on the restricted side of the Airport (e.g., post-screening areas) 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.
5. Filming or photography of security checkpoints is permitted only from the public side. Filming or photographing the x-ray images, security checkpoint equipment or procedures is strictly prohibited.

Damage

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

Parking

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

- Animals** No animals are permitted on GARAA property without prior consent. If consent is granted, animals must be kept under control at all times by qualified personnel.
- Lighting** Lighting may not be directed towards the control tower or at aircraft in the air or on the airfield. Lights may be turned on only when taking light readings and during active filming.
- Electrical** The power supply at the airport is limited. Use of existing wall outlets is allowed for low light demand, 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** July 1, 2022
Supersedes June 4, 2021, effective July 1, 2021, August 8, 2014, January 12, 2007

Art in the Airport

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

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.

General Policy

1. Purpose

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

Inquires Direct inquires about this policy to:

VP - Marketing, PR & Air Service Development
61 Terminal Drive
Suite 1
Fletcher, NC 28732
Voice: 828-654-3238

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022
Supersedes August 8, 2014, September 14, 2007, February 9, 2007

Music in the Airport

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

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

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

Definitions None

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

A piano is located in the Grand Hall area of the terminal. Scheduled musicians are preferred by the Authority; however, the presence of the piano is inviting to visiting pianists and spontaneous performances cannot always be deterred. The Airport will post signage to deter spontaneous use of the piano to 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 or receive tips during performances, and only scheduled musicians may 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 be scheduled to 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. AVL Marketing & Public Relations Department may choose to stop scheduling a musician with or without cause.

Authorized Asheville Regional Airport staff may terminate a performance:

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

The performer will be contacted by GARAA staff with a decision regarding acceptance. If accepted, the performer will be instructed regarding the scheduling of performances, all performance guidelines and necessary paperwork.

**Right to
Amend
Policy**

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

APPROVAL AND UPDATE HISTORY:

Approval March 8, 2024

Supersedes February 3, 2023, August 8, 2014, March 9, 2007

Body-Worn Cameras

OBJECTIVE To establish the procedures and guidelines for the use of body-worn cameras (BWCs) and dashboard cameras by Airport Public Safety Officers. The purpose of the devices is to gather recorded evidence for the 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

Definitions **Body-Worn Camera (BWC):** An operational video or digital camera or other electronic device, including a microphone or other mechanism for allowing audio capture, affixed to the uniform or person of law enforcement agency personnel and positioned in a way that allows the camera or device to capture interactions the law enforcement agency personnel has with others.

Custodial Law Enforcement Agency: The law enforcement agency that owns or leases or whose personnel operates the equipment that created the recording at the time the recording was made. Unless otherwise specified, means the Greater Asheville Regional Airport Authority Department of Public Safety.

Dashboard Camera: A device or system installed or used in a law enforcement agency vehicle that electronically records images or audio depicting interaction with others by law enforcement agency personnel. This term does not include body-worn cameras.

Disclose or Disclosure: To make a recording available for viewing or listening to by the person requesting disclosure, at a time and location chosen by the custodial law enforcement agency. This term does not include the release of a recording.

Evidentiary Recordings: 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.

Investigative Actions: Any contact with a citizen or suspect that occurs on any call whether self-initiated or dispatched.

Recording: A visual, audio, or visual and audio recording captured by a body-worn camera, a dashboard camera, or any other video or audio recording device operated by or on the behalf of a law enforcement agency or law enforcement agency personnel when carrying out law enforcement responsibilities. This term does not include any video or audio recordings of interviews regarding agency internal investigations, interviews or interrogations of suspects or witnesses, or GARAA closed-circuit television recordings.

Release: To provide a copy of a recording.

Policy

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 body-worn cameras and dashboard cameras. Specific details for administration, training, operational procedures, activation, deactivation, data management, data storage, and other areas are covered in detail in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Administration

The Public Safety Chief will designate a program manager for the BWC and dashboard camera programs. Designation and program responsibilities are detailed in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Training

The Public Safety Chief will designate a training officer for the BWC and dashboard camera programs. Designation and training responsibilities are detailed in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Only those officers who have received instruction and demonstrated proficiency in the proper operation and use of the BWC and dashboard camera shall be authorized to operate such equipment.

Procedures

All sworn law enforcement DPS personnel are required to wear a BWC while on duty in uniform and performing law enforcement related activities or when working approved extra duty law enforcement assignments in uniform.

Officers shall ensure the BWC is properly mounted in such a way to ensure the best chance of capturing the event from the officer's perspective.

All DPS law enforcement motor vehicles, as defined in North Carolina General Statute § 20-4.01(23) and equipped per North Carolina General Statute § 20-125(b), shall be equipped with a dashboard camera.

Additional operational procedures are provided in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Activation

The BWC shall be activated upon being dispatched to, and/or when responding to assist on any and all calls for service (except a call handled via telephone), during all traffic stops, pursuits, arrests, investigative actions, adversarial encounters, prisoner or mental health transports, when directed to do so by a supervisor, any use of force, and any other relevant interactions with the public.

The dashboard camera shall be activated for emergency response, traffic stops, pursuits, arrests, investigative actions, adversarial encounters, and prisoner or mental health transports.

Additional activation procedures are provided in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Deactivation

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

Intentional deactivation during incidents where the use of the BWC and/or dashboard camera is required by this policy or by departmental directive may initiate disciplinary action, including termination. Obstructing, shielding, or any act of interference with the BWC or dashboard camera is not permitted.

Additional procedures for deactivation are provided in the Body-Worn Camera and Dashboard Camera Departmental Directive.

Data Management

All BWC and dashboard camera recordings shall be uploaded only to a secured server in accordance with manufacturer recommendations.

BWC and dashboard data management shall be in accordance with the Body-Worn Camera and Dashboard Camera Departmental Directive.

Recording File Storage

Officers will label recordings on the BWC and/or dashboard camera in accordance with the manufacturer's recommendations and the Body-Worn Camera and Dashboard Camera Departmental Directive.

When recordings become evidentiary recordings, 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 has been 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 upload to a flash drive or "burning to DVD" will be removed/deleted from the system in accordance with the State of North Carolina Municipal Records Retention and Disposition Schedule. Purging of other recordings should be done according to the rules set forth on the State schedule, depending on the type of recording.

**Data Security
and
Dissemination**

Per North Carolina General Statute § 132-1.4.A(b), Public Record and Personnel Record Classification – Recordings are not public records as defined by G.S. 132-1. Recordings are not personnel records as defined in Part 7 of Chapter 126 of the General Statutes, G.S. 160A-168, or G.S. 153A-98.

Unless authorized by the Public Safety Chief or pursuant to request and Court order under North Carolina General Statute § 132-1.4.A(c), recordings shall not be duplicated or disseminated to any person outside of the Department of Public Safety.

Requests for disclosure and/or release of recordings to persons or agencies outside of the criminal justice system shall be reviewed on a case-by-case basis and in accordance with North Carolina General Statutes § 132-1.4A.

Any recordings associated with a criminal investigation may be released to the District Attorney upon request. 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.

Restrictions

All recordings generated by officers are the property of the department, and no 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 or dashboard camera.

Officers shall not access BWC or dashboard camera recordings for personal use and shall not upload recordings onto public and social media websites or record data with personal video equipment such as a cellular telephone.

The Body-Worn Camera and Dashboard Camera Departmental Directive lists circumstances in which the utilization of a BWC and/or dashboard camera are prohibited.

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 April 8, 2022

Supersedes June 8, 2018

Disadvantaged Business Enterprise (DBE) Program

OBJECTIVE 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 ([USDOT](#)), 49 CFR Part 26. The GARAA receives Federal financial assistance from the [USDOT](#) 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 [USDOT/FAA](#) assisted contracts. Within our program we will:

- a. Ensure non-discrimination in the award and administration of [USDOT/FAA](#) assisted contracts;
- b. Provide opportunities in which DBEs can compete fairly for [USDOT/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. [Assist the development of firms that can compete successfully in the market place outside the DBE Program; and](#)
- h. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

General The GARAA ~~will~~[has](#) designated [the Planning Coordinator as the, from its staff, a DBE Liaison Officer \(DBELO\). This \(DBELO\), 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~~[Members](#), the GARAA staff and [have posted](#) 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~~

Supersedes August 10, 2018

Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program

OBJECTIVE 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.

APPROVAL AND UPDATE HISTORY:

Approval August 10, 2018

Supersedes



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 14, 2024

ITEM DESCRIPTION - Consent Item D

Approval of Amended Human Resources Policies and Procedures

BACKGROUND

The current Human Resources Policies and Procedures are being amended to keep various policies updated with changing regulations and processes. Additionally, two new policies are being recommended. These policies have been discussed and reviewed by the GARAA Attorney.

ISSUES

Staff is recommending that the current Human Resources 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 to not amend the current Human Resources 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 Policies; and (2) authorize the President and CEO to implement the necessary documents.

Attachments

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



HUMAN RESOURCES POLICIES AND PROCEDURES

Last Updated: 11/17/2023

Table of Contents

Objectives	4
Equal Opportunity Employment	6
Americans with Disabilities Act (ADA)	8
Inquiries Concerning Employees.....	9
Drug-Free Workplace.....	10
Harassment Policy.....	18
Workplace Violence	22
Safety Policy	25
Family Medical Leave Act (FMLA)	26
Participating in Political Campaigns.....	31
Conflict of Interest	33
Employment of Relatives	35
Classification Plan	37
Recruitment, Selection and Appointment	41
Employee Referral Incentive Program	44
Introductory Periods	47
Wage and Pay Structure	49
Certification Pay.....	54
Promotions or Demotions.....	56
Attendance.....	57
Dress Code	60
Annual Leave.....	62
Sick Leave	66
Jury Duty	68
Bereavement Leave	69
Personal Leave Absences	70
Holiday Pay.....	71
Paid Time Off (PTO) for Non-Exempt Employees	73
Work Hours	75
School Leave Policy	76
Military Leave.....	77
Remote Work Policy.....	78
Alternate Work Schedule	80
Retirement Benefits	82

Group Insurance Benefits	83
Reimbursement of Educational Expenses.....	85
Exempt Employee Benefit Program.....	88
Retiree Medical Insurance	90
Employee Retirement Gifts.....	91
Employee Assistance Program (EAP)	92
Employee Performance Evaluation.....	94
Service Awards.....	96
Disciplinary Actions.....	98
Grievances.....	107
Employment Termination Process.....	113
Communicable Disease Prevention	114

Objectives

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 workplace.
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.
9. 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 shall govern. If you have any questions regarding these Policies, you should contact the VP - Administration & HR. The 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 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 guaranty 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.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, April 19, 2004

Equal Opportunity Employment

OBJECTIVE 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 VP - Administration & HR is responsible for the overall compliance and shall maintain personnel records in compliance with applicable laws and regulations.

Directives

Each department head 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 accommodation (disability/religion), retention, discipline, 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 July 1, 2022

Supersedes October 6, 2017, October 10, 2014, March 13, 2009 & April 19, 2004

Americans with Disabilities Act (ADA)

OBJECTIVE 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 reasonable accommodations to a qualified individual with a disability as defined by the ADA and 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 does need an accommodation in order to continue performing the essential job function of his or her position should contact the VP - Administration & HR. 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 supervising employees are responsible for supporting this policy and principle of the ADA and ADAA in all Human Resources matters.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014, March 13, 2009

Inquiries Concerning Employees

OBJECTIVE 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 VP - Administration & HR 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 request 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 VP - Administration & HR 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 VP - Administration & HR or designee and will be limited to confirming information stated by the external party.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Drug-Free Workplace

OBJECTIVE 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 head and the VP - Administration & HR. 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 VP - Administration & HR 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 VP - Administration & HR 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:

- 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 label by a licensed pharmacist to be prepared to produce it if asked.
- 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 department head of apparent workplace use, possession or impairment. The VP - Administration & HR, 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 off-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 VP - Administration & HR. 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 head and or supervisor, the VP - Administration & HR, and the President & CEO 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 contendere 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 Drug Testing 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 tests 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 VP - Administration & HR 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:

1. Reasonable suspicion by the department head and/or supervisor or other employee of drug or alcohol abuse, which may include:
 - a. Abnormal conduct, poor work performance, direct observance 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.

Employees who are directed to submit to such 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 Positive Drug Test An applicant or employee who receives a positive confirmed test result may 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 if two-fold:

- a. To prevent the employee from 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 VP - Administration & HR 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 July 1, 2022
Supersedes October 6, 2017, 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.

I also understand that my employment is contingent upon passing the drug test.

I agree that (Clinic/Physician) may collect specimens for 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

Date

Harassment Policy

OBJECTIVE 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 are 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 head and supervisor have 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 head, the VP - Administration & HR, the Chief Operating Officer, and/or the President & CEO. 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 VP - Administration & HR, the Chief Operating Officer, and/or the President & CEO.

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 VP - Administration & HR, Chief Operating Officer, or the President & CEO.

Investigation Procedures

Upon the receipt of a complaint of harassment, the President & CEO shall be advised; or if the complaint is against the President & CEO, 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 VP - Administration & HR 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 VP - Administration & HR. Any Authority designee assigned to conduct an investigation must have completed training with the VP - Administration & HR in conducting investigations.

The VP - Administration & HR 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 VP - Administration & HR 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 head 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.

Violation Unfounded: 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 VP - Administration & HR 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 VP - Administration & HR or designee will forward to the respondent and complainant the final decision.

Disciplinary Action Any employee of the Authority, whom the VP - Administration & HR 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 head capacity who has actual knowledge of harassment involving any employee(s) and does not take corrective action and report the matter directly to the VP - Administration & HR, Chief Operating Officer, President & CEO or Chair may be subject to discipline up to and including termination.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Workplace Violence

OBJECTIVE 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 or 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 head, the VP - Administration & HR, Chief Operating Officer or the President & CEO. 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 compliant

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 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 President & CEO shall be advised; or if the complaint is against the President & CEO, 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 VP - Administration & HR 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 VP - Administration & HR. Any Authority designee assigned to conduct an investigation must have completed training with the VP - Administration & HR in conduction investigations.

The VP - Administration & HR 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 VP - Administration & HR 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.

Violation Founded: Where a violation is founded, the accused should be notified of the finding and the specific or corrective remedial actions to be taken. The supervisor and/or department head 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.

Violation Unfounded: 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 VP - Administration & HR 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 VP - Administration & HR 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 VP - Administration & HR, Chief Operating Officer, President & CEO or Chair has determined to have demonstrated or been involved with workplace violence of another employee or applicant 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 VP - Administration & HR, Chief Operating Officer, President & CEO or Chair shall be subject to discipline up to and including termination.

APPROVAL AND UPDATE HISTORY:

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Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Safety Policy

OBJECTIVE 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 head, the VP - Administration & HR, Chief Operating Officer, or the President & CEO.

Any employee of the Greater Asheville Regional Airport Authority whom the VP - Administration & HR, Chief Operating Officer, or the President & CEO has determined to have been involved with a safety violation may be subject to disciplinary action up to and including termination.

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Supersedes October 10, 2014, Effective November 1, 2014, April 20, 2012

Family Medical Leave Act (FMLA)

OBJECTIVE 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 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.
- **Serious Health Condition.** An illness, injury or impairment, or physical or mental condition that involves any period of incapacity (that is, inability to work or perform regular daily activities): (1) requiring an absence of more than three full, consecutive calendar days from work that also involves continuing treatment (that is, two or more times) by a health care provider within the first thirty (30) days of incapacity or one visit that results in a regimen of continued treatment under the supervision of a healthcare provider; (2) connected with inpatient care; (3) due to pregnancy; (4) due to a chronic health condition such as asthma, diabetes or epilepsy; (5) that is long-term or permanent due to a condition for which treatment may not be effective (e.g. cancer, AIDS); or (6) requiring multiple absences to receive multiple treatments (and to recover) for a condition that would likely result in incapacity for more than three (3) consecutive days if left untreated (e.g. physical therapy, chemotherapy, dialysis). FMLA leave is not available for colds, stomach viruses, the flu or other similar conditions unless they require inpatient care or continuing treatment by a health care professional.

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	<p>An eligible employee is entitled to up to twelve (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:</p> <ul style="list-style-type: none"> • The employee’s newborn child or child placed with the employee for adoption or foster (leave must be taken during the first twelve (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, where the condition makes the employee unable to perform his or her job.
Annual Military Caregiver Leave Entitlement	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 up to 26 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	<p>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:</p> <ul style="list-style-type: none"> • 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 from the call-up to active duty; • To spend time with 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 thirty (30) calendar days prior to the requested leave to the VP - Administration & HR 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 FMLA 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 An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, and/or other accrued paid leave concurrently with FMLA leave.

An employee who is taking FMLA leave because of the employee's own serious health condition must use all paid sick leave concurrently with FMLA leave, if the reason for the FMLA leave is covered by the established sick leave policy.

An employee who is out on short-term disability or workers compensation leave, and whose injury or illness is a serious health condition, must use their FMLA concurrently with the short-term disability or workers compensation leave. For example, when an employee takes six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. If an employee is receiving salary-replacement benefits (e.g.

disability or workers compensation benefits) the employee may, upon agreement with the Authority, use their accrued vacation, sick leave or other paid leave concurrently with the FMLA leave.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation and/or other accrued paid leave (excluding sick time) concurrently with FMLA leave.

Military caregiver leave may be taken only once and does not again become available with the start of a new FMLA year.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and/or other accrued paid leave (excluding sick time) concurrently with FMLA leave. An employee using FMLA military caregiver leave must also use all paid vacation, sick time, (as long as the reason for the absence is covered by the company's sick leave policy) and/or other accrued paid leave concurrently with FMLA leave. An employee may not take more than a combined total of twenty-six (26) work weeks 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. Intermittent leave is leave taken in separate blocks of time for a single qualifying reason. 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, 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 entitled 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 will exist for covered employees actively working. The employee will be required to make the necessary premium payments for any required employee contribution. If payment is not received from the employee within 30 days of the date due, insurance coverage will be terminated. Once terminated, the employee may elect to reinstate his or her 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 owned 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 VP - Administration & HR, certification from the employee's health care provider stating that the employee is able to return to work.

Questions Employees with questions about what is covered under this FMLA policy or any other questions concerning FMLA leave are encouraged to consult with the VP - Administration & HR or designee.

APPROVAL AND UPDATE HISTORY:

Approval November 17, 2023
Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Participating in Political Campaigns

OBJECTIVE To provide guidelines to Authority employees participating in political campaigns for elective offices.

METHOD OF OPERATION

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 President & CEO.

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 Statutes is subject to disciplinary 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 VP - Administration & HR or designee.

The VP - Administration & HR or designee is responsible for initiating an investigating of an alleged violation and for submitting his or her findings to the President & CEO for appropriate action.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Conflict of Interest

OBJECTIVE To specify a policy for prevention of conflict of interest, acceptance of outside employment 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 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 give 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 President & CEO.

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 Authority-Employees of the Authority; to Boards, Commissions, and 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 relationship 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 sought, obtained, or required in any connection with contract service.

Agencies; Members of Boards 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 VP - Administration & HR 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:

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Employment of Relatives

OBJECTIVE 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 President & CEO.
- 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 VP - Administration & HR 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:

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Classification Plan

OBJECTIVE The purpose of this policy is to provide a 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 **Exempt Positions:** Are usually 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 basis Non-exempt employees are entitled to overtime payments after working a 40-hour workweek.

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 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 VP - Administration & HR or designee shall have the responsibility for the administration and maintenance of the classification plan.

Job Classification

The President & CEO, the applicable department head along with the VP - Administration & HR 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 VP - Administration & HR 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 of 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 head to the VP - Administration & HR or designee. The classification plan identifies and categorizes titles for Authority positions.

The VP - Administration & HR 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 VP - Administration & HR 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 VP - Administration & HR or designee. The department head and the VP - Administration & HR 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 head through the VP - Administration & HR or designee for consideration 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 head,
- 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
President &
CEO
Administration**

A request for a new additional position is approved or disapproved by the President & CEO, or designee following recommendation by the Head of the requesting department and the VP - Administration & HR or designee.

Funds are specifically authorized by the Board prior to hiring action.

Upon Authority Board approval of funding and hiring of position, the VP - Administration & HR 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 VP - Administration & HR or designee stating classification approval, and availability of funding from the Chief Financial Officer. Upon written notification of the approved action and the funding availability in the appropriate cost center, the VP - Administration & HR or designee will post the job announcements for new positions.

**Classification or
Reclassification
of a Position**

The VP - Administration & HR or designee will evaluate the total job content of a position to be reclassified. If consensus is obtained to reclassify the position, the VP - Administration & HR or designee will submit recommendation to the President & CEO, or designee for approval of reclassification.

When a position is reclassified, the VP - Administration & HR or designee notifies the requesting department head of reclassification results.

Should the action be approved, and the position reclassified to a higher level, the employee receives a six (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 When an action results in the employee moving to a lower level, notification is given to the VP - Administration & HR 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 head, the VP - Administration & HR 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 head to the VP - Administration & HR or designee. Justification for the action must accompany the request. The VP - Administration & HR or designee and the Head of the involved department must concur on the recommendation. Final approval will be obtained from the President & CEO or designee.

The VP - Administration & HR 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 July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Recruitment, Selection and Appointment

OBJECTIVE 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 VP - Administration & HR 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 President & CEO, 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 Requirement 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 for 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 VP - Administration & HR or designee will receive and screen applications and resumes and forward to the hiring and/or supervisor and/or department head for review. Initial interviews are generally conducted by the VP - Administration & HR or designee and the hiring supervisor and/or department head. 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 head and reviewed by the VP - Administration & HR or designee. The hiring supervisor and/or department head has ultimate responsibility for making a hiring decision. All applications and resumes of applicants will be kept by the VP - Administration & HR for appropriate retention.

A. Evaluations shall be announced and conducted in the following manner:

- a. 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.
- b. 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:

- a. Evaluation and comparison of training and experience to the minimum qualification requirements of the position.
- b. Oral interviews.
- c. Practical written tests.
- d. Performance or skill test.
- e. Agility test.
- f. Background checks.
- g. Other criterial, which have been determined fair and impartial of an applicant's merit and fitness to perform the duties.

Employee

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 VP - Administration & HR 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 VP - Administration & HR or designee of the date, time and location for New Hire Onboarding. Time spent in orientation is considered paid time.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Employee Referral Incentive Program

OBJECTIVE The purpose of the Employee Referral Incentive Program is to provide an incentive award to current employees who bring new talent to the Greater Asheville Regional Airport Authority by referring applicants who are subsequently selected and successfully employed in a position.

METHOD OF OPERATION

Eligibility and Participation All employees are eligible to participate in the referral incentive program except for the following:

- All Vice President and Manager level personnel for any positions within the organization;
- Hiring managers and supervisors associated with the selection of employees within the departments where the position is assigned.

Referrals of Relatives must be in compliance with the criteria as defined in Section 209.00: Employment of Relatives Policy.

To be eligible for an award, a Candidate Referral Form must be completed and submitted to Human Resources. The applicant must write the person who referred them on the employment application.

Includes only referrals made on or after February 1, 2020. All referrals made prior to February 1, 2020 are excluded from the program.

Positions All positions are eligible for the Referral Incentive Program.

Referral Incentive Amount The total amount of the referral incentive is \$400 for a position. Referral incentive payments will be awarded as follows: \$100 at the time of hire and \$300 after the new employee has completed six months (180 calendar days) of employment following date of hire. The referral incentive will be issued in the employee's next paycheck with applicable federal and state taxes deducted. The Airport Authority will cover the cost of FICA.

Program Administration Should two or more employees be identified by the applicant as referral sources, the referral incentive will be divided equally.

Recipients of the referral incentive must be actively employed at the time the six (6) months referral period is reached.

An application referral under this program does not guarantee the applicant will be interviewed or hired for the posted position.

The resolution of any disputes arising from the application of this program will be the responsibility of the VP - Administration & HR.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	February 14, 2020

CANDIDATE REFERRAL FORM

(Please print legibly)

Referring Employee: _____

Department: _____

Employee Signature: _____

I have read and understand the Authority's Employee Referral Incentive Policy. I understand that referring a candidate does not guarantee direct hire. If the referred candidate is hired and meets the Authority's requirements, I will receive the incentive.

**Payment will be made to the referring employee on the next payroll date following eligibility and is subject to applicable federal and state taxes*

Applicant's Name: _____

Position / Department Applying for: _____

Relationship to Employee: _____
(Friend, family member, 3rd party or other – please specify)

For HR Only

Referral Form received by:

Date: _____ Time: _____

Outcome: _____

Date referring employee was notified: _____

Amount of Incentive:

- \$100.00 - hired as GARAA employee **Date Eligible:** _____
- \$300.00 - 6 months completed as GARAA employee **Date Eligible:** _____

Does not include days worked as Temp. status

Introductory Periods

OBJECTIVE 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

At Will Status The introductory period is not intended to and does not change the at will status of all employees of the Authority. All employees of the Authority are at will, meaning their employment is not for a specific time period or duration, and their employment may be terminated with or without cause and with or without notice.

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 head. The new employee may be terminated at any time during this period if it is concluded that they are not progressing or performing satisfactorily.

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 President & CEO 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 (of termination, suspension or other disciplinary action) 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 Release from the introductory period and appointment to an established position are not automatic.

Introductory**Period**

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 May 12, 2023

Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2014, April 19, 2004

Wage and Pay Structure

OBJECTIVE The Greater Asheville Regional Airport Authority desires to maintain a Pay Structure competitive with similar local government jurisdictions in Western North Carolina.

The President & CEO 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 actions.

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 11 through 29, 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 VP - Administration & HR or designee for action.

The following guidelines are applied when submitting a request:

- The starting salary for new hires will not exceed the midpoint of established salary level without the President & CEO's approval.
- Salary increases for existing employees may exceed the maximum of the range with approval of the President & CEO. The VP - Administration & HR, with the approval of the President & CEO, has the authority to correct salary inequities.

The VP - Administration & HR is responsible for the administration of the Pay Structure. The VP - Administration & HR or designee reviews the Pay Structure at least annually and establishes a time frame to consider changes during the budget process. The VP - Administration & HR or designee then presents recommendations

to the President & CEO for submission to the Authority in order to maintain a competitive Pay Structure.

- Administration** In the administration of the Pay Structure, the VP - Administration & HR is responsible for:
- Adjusting (with the approval of the President & CEO) salaries to correct demonstrated inequities,
 - Ensuring that employee salaries are not changed without the department head's approval and/or notification. Department heads are responsible for ensuring 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 President & CEO for Board ~~Consideration~~consideration.

~~The President & CEO and other employees that are contract employees shall be employed and paid in accordance to the 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 VP - Administration & HR 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.

- 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 economic icy 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 and Henderson Counties and surrounding areas, and fiscal restraints established by budget adoption.

An employee will become eligible for consideration of a cost-of-living adjustment upon completing a minimum of 3 months of service to the Authority.

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 3 months of service to the Authority,
2. The President & CEO or designee shall determine the amount of and award of the merit increases, based on the annual budget approved by the Board.

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.

The President & CEO is authorized to approve a merit increase and/or permit an employee to exceed the maximum of their range based on significant performance, longevity or other special circumstances.

Longevity

Full-time and part-time employees receive an annual longevity payment based on years of continuous service. Service is calculated from the latest-most recent date of employment. In the event there is a break in service, the last-most recent 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%
- 10-14 years 3.0%
- 15 years or more 3.5%

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~~ until the employment relationship ends. The Authority has the right to discontinue the benefit at any time.

Pay Upon

Upon promotion, a fully qualified employee shall have ~~his or her~~ their 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 President & CEO's or designee's discretion, up to the midpoint of the salary range. The employee ~~would~~ will not receive a merit increase if the promotion is within 3 months of the end of the Fiscal year.

Upon promotion to a trainee, an employee shall have ~~his or her~~ their salary adjusted to a rate below the minimum of the classification ~~in if~~ the degree of the employee's

training, experience and other qualifications are below the minimum requirements of the class, unless the employee's rate is already at or above the normal hiring 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 President & CEO is authorized to approve the pay adjustment.

Overtime Pay

Overtime pay refers to compensation paid for a work performed in excess of the normal 40-hour workweek for non-exempt 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) workweek for non-Public Safety employees. Public Safety Officers, Lieutenants and Firefighters will receive an overtime rate of one and one ~~half~~ times their regular rate of pay for all hours worked over 171 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 head, ~~Chief Operating Officer, or~~ President & CEO, or designee. Overtime is to be used only to meet essential operational requirements.

For purposes of computing overtime, holidays and floating 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 Pay

A non-exempt employee who is "Called Back" to the work-site for a Call Back situation, outside ~~his or her~~ their regularly scheduled hours, shall be paid a minimum of two (2) hours from the time they arrive on site, ~~a minimum of two (2) hours~~.

Call Back Premium

A non-exempt employee may be paid a "call back premium" for work completed at the worksite outside of their regularly scheduled shift. Call Back premium is paid at the discretion of the President & CEO, or designee.

Issuance of NOTAM(s) after normally scheduled hours

A non-exempt employee who is required to issue a Notice to Air Missions (NOTAM) outside ~~his or her~~ their regularly scheduled hours, shall be paid a flat payment no less than 1.5 times their hourly rate for issuance and closure of the NOTAM. The rate will be reviewed and determined by the Department Head annually and included in the annual budget approved by the Board.

Pay in Lieu of

When determined to be in the best interest of the Authority, the President & CEO ~~for~~ may authorize pay in lieu of notice to an employee ~~being dismissed or~~ who is resigning.

Employees who have obtained regular status may be authorized up to two (2) weeks' pay in lieu of notice. Employees who have not completed ~~an original~~their introductory period may be authorized up to one (1) week pay in lieu of notice. At the sole discretion of the President & CEO, 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~~as set forth in the annual leave policy. In addition, all employees who properly resign, are laid off, or otherwise separate from the Authority in good standing (as defined in the Employment Termination Process Policy) shall be entitled to be paid for thirty-three (33%) percent of ~~any unused sick leave balance earned by them not to exceed up to 240 hours~~of earned, but unused sick leave as set forth in the sick leave policy. The Finance Department will issue a final paycheck in advance of a scheduled payday only as authorized by the President & CEO. 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 President & CEO. In If~~ no beneficiary has been designated, payment may be made in accordance with North Carolina Law.

APPROVAL AND UPDATE HISTORY:

Approval ~~August 11, 2023~~July 1, 2024
Supersedes August 11, 2023, July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, December 11, 2006 & April 19, 2004

Certification Pay

OBJECTIVE 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 President & CEO. Incentive pay will be awarded within the first two week pay cycle in December of each year.

Application 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 VP - Administration & HR prior to enrolling into the course. Using established criteria for each department, the VP - Administration & HR or designee, determines if the application qualifies for the incentive pay. All certification requests must be approved by the President & CEO or designee.

NOTE: The Authority does not provide incentive pay for any course begun prior to the date of approval by the President & CEO. 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 positions 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 on-going 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 \$1500.00 per year.

Proof of certifications will be kept in the employee's personnel file.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014

Promotions or Demotions

OBJECTIVE 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 VP - Administration & HR 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 introduction 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 President & CEO's, or designee's discretion, up to the midpoint of the salary pay range. The employee would not receive a merit increase if the promotion date is within four (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 salary 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 July 1, 2022
Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Attendance

OBJECTIVE 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 employee's control. When an employee has an unscheduled absence from work, the employee must notify their direct supervisor or department head. If the supervisor and/or department head is not available, the employee must leave a voice mail message and then contact the VP - Administration & HR. 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 head, 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 VP - Administration & HR upon return to work. An employee must keep their supervisor and/or department head 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 head one-half (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 head. Any work time missed due to adverse weather should be counted as vacation or sick leave. In the event the President & CEO 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 VP - Administration & HR.

- Absences due to illness 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 VP - Administration & HR or designee. Medical documentation within the guidelines of the FMLA may be required in these instances.
- Pre-scheduled 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 pre-scheduled time away from work must be requested by completing the "Request for Time Off" and it must be submitted at least 48 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.
- NoCall/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 in a rolling 12-month period. The Authority will measure the 12-month period as a rolling 12-month 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 head, 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 head, 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 head, 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.

Procedure

It is the responsibility of the VP - Administration & HR 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 July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, April 20, 2012, March 13, 2009, April 19, 2004

Dress Code

OBJECTIVE 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 judgement, 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 guidelines 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, spaghetti straps and tank tops. All clothing must be clean, free of rips, tears, and fraying and may not be excessively tight or revealing.

Directives The President & CEO or designee may make exceptions of the dress code policy on special occasions or days. Due to a business necessity, a department head may modify their department's dress code. All modifications must still maintain the appropriate casual business attire and be approved by the department head before implementation. Department heads 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 VP - Administration & HR. Employees whose appearance does not meet these standards will be counseled by his or her department head 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.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	June 4, 2021, effective July 1, 2021, October 6, 2017, October 10, 2014, March 13, 2009

Annual Leave

OBJECTIVE To grant eligible employees an annual vacation period.
METHOD OF OPERATION

Directives
General 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, accrued in equal installments per pay period:

<u>Years of Employment</u>	<u>Hours Per Year</u>
First through Fifth	96
Sixth through Tenth	120
Eleventh through Fifteenth	144
Sixteenth and over	160

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. 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~~ is not earned until ~~after~~ completion of the ~~three (3) month~~ introductory period and cannot be used during the introductory period without the approval of the President & CEO, or designee. If the use of annual leave is approved during the introductory period, following the completion of the introductory period, the employee has thirty (30) days to request reimbursement from the employee's annual leave bank. If the employee requests reimbursement, the employee shall receive such reimbursement within thirty (30) days of the employee providing completed paperwork for payroll processing. Employees who terminate during their ~~original~~ introductory period shall not be eligible for payment of used or unused annual leave.

Employees on any type of unpaid leave ~~extending 30 days or more~~ shall not accrue annual leave until they return to a pay status. ~~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 observed holiday occurs while an employee is on approved annual leave, that day will not be charged against annual leave.

Employee Hire Date	Annual Leave Accrual Maximum Allowed	Excess Leave Guidelines
On or before 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.
On or after 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.

Excess Hours Payout

Hours in excess of the applicable maximum may be sold through the Annual Buy-Down Program (if eligible), otherwise they will be forfeited as of December 31 of each year unless ~~it is the Authority determined-determines~~ that the organization prevented the employee from utilizing such leave. If the Authority has prevented the employee from utilizing such leave, Any-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 President & CEO or designee.

The Authority requires snow removal teams to work throughout the snow season. Therefore, any time off denied during this period will not be considered as leave the organization prevented the employee from taking. Snow removal teams should plan their schedules accordingly during this time.

Upon the end of employment with the Authority for any reason, employees are entitled to receive accrued, but unused annual leave up to accrual maximum allowed based on their date of hire as set forth above. Any accrued but unused annual leave in excess of the accrual maximum allowed is forfeited. Employees who resign, are laid off, or otherwise separated from the Authority, shall be entitled for any unused annual leave balance by them as of the date of termination not to exceed the maximum accumulation number based on their date of hire.

Request for Leave Without Pay

All available paid leave must be exhausted before requesting leave without pay. Leave without pay is reviewed and approved by the employee's supervisor with the approval of the Department Head.

Request for Annual Leave

Requests for annual leave shall be made in the ~~E-Suite~~ Employee Time & Attendance Portal, which will be submitted to the department head for approval.

The department head and/or the President & CEO may ~~disapprove~~ deny requests for leave.

Vacations ~~will be~~ should be scheduled in such a manner as to not disrupt the normal operations of the department.

Annual Buy-Down Program

This program allows employees to elect, ~~one time within a~~ once per 12-month period, to be paid for ~~some a~~ portion 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.~~ Payment will be issued on the next available pay cycle following the approval of the request.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~ July 1, 2024
Supersedes July 1, 2022, June 4, 2021, effective July 1, 2021, November 1, 2014, December 13, 2013, March 13, 2009, April 19, 2004

ANNUAL LEAVE BUY DOWN PROGRAM FORM

I understand this program allows employees to elect, one time within a 12-month period, to be paid for some of their accrued annual leave, while still maintaining a minimum balance of 80 (84 hours for DPS) accrued annual leave after buy down. This program is inclusive of financial hardships that may occur annually. The employee's signature on this form acknowledges that he or she understands that the "Annual Leave Buy Down" program may only be utilized once per 12-month period. Refer to Policy 215.02, Annual Leave, for additional information.

SECTION I:

Employee Name _____

Number of Hours Requested _____

Employee Signature

Date

Department VP's Signature

Date

SECTION II: PAYROLL VERIFICATION:

Current Number of Annual Leave Hours _____

Requested Buy Down Annual Leave Hours _____

Last date of buy down _____

Total Hours left after Buy Down _____ (minimum of 80 hours, 84 hours for DPS)

Payroll Verification Signature _____ Date _____

SECTION III: ADMINISTRATION DEPARTMENT

Last Date of Buy Down _____

Approval _____ Disapproval _____

VP – Administration & HR

Date

Sick Leave

OBJECTIVE To establish a sick leave policy for employees.
METHOD OF OPERATION

Directives ~~All full-time employees shall be~~ Employees entitled to earn annual benefits under this
General ~~policy shall also be~~ entitled to earn sick leave ~~as provided herein.~~

Full-time employees shall earn 12 days (96 hours) of sick leave per year, accrued in equal installments per pay period.

Sick leave ~~as once~~ earned, may be carried forward from year to year 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 President & CEO, 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 at the end of employment with the Authority.

~~Employees on any type of unpaid leave shall not accrue sick leave until they return to a pay status. Sick leave shall not be earned while an employee is in a non-pay status (e.g., while an 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.~~

Sick Leave Sick leave is not earned until completion of the introductory period, and cannot be
During used during the introductory period without the approval of the President & CEO, or designee. If the use of sick leave is approved during the introductory period,

Introductory Period following the completion of the introductory period, the employee has thirty (30) days to request reimbursement from the employee's sick leave bank. If the employee requests reimbursement, the employee shall receive such reimbursement within thirty (30) days of the employee providing completed paperwork for payroll processing. Employees who terminate during their introductory period or fail to successfully complete it are not eligible for payment for used or unused sick leave.

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, sistersibling,~~ stepparent~~father, stepmother,~~ stepson, stepdaughter~~child,~~ grandparent, or grandchild of the employee or ~~his or her~~their spouse, parents-in-law~~mother-in-law, father-in-law, brother-in-law, sistersiblings-~~in-law, or son~~children-~~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 ~~note for any consultation for any prolonged illness~~ or injury requiring the employee to be absent for three or more consecutive days or when otherwise requested by the Authority. ~~If this is the case, a doctor's note releasing an employee back to work must be presented to the VP - Administration & HR.~~ Also, employees with questions regarding eligibility for FMLA under section 206.00 should ~~must~~ contact the VP - Administration & HR or designee ~~to discuss the possibility of the employee's illness applying to FMLA under section 206.00 of these Policies and Procedures.~~

Request for Leave Without Pay All available paid leave must be exhausted before requesting leave without pay. Leave without pay is reviewed and approved by the employee's supervisor with the approval of the Department Head.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022~~July 1, 2024~~
Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, October 10, 2008 & April 19, 2004

Jury Duty

OBJECTIVE 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 March 13, 2009, April 19, 2004

Bereavement Leave

OBJECTIVE 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-in-law, 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 March 13, 2009, April 19, 2004

Personal Leave Absences

OBJECTIVE To establish a policy concerning employee personal leave of absences.

**METHOD OF
OPERATION**

**Leave of
Absence
Without Pay** The President & CEO or designee upon written request by an employee may authorize a personal leave of absence for a 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 July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Holiday Pay

OBJECTIVE To establish a policy concerning observances of paid holidays.

**METHOD OF
OPERATION**

ELIGIBILITY All full-time employees except DPS employees who are regularly scheduled to work a rotating shift. DPS employees who are regularly scheduled to work a rotating shift and part-time DPS employees are not covered by this policy or eligible for benefits under this policy. Those employees should see Section 215.08.

Definitions **Actual Holiday:** An actual holiday refers to the specific day on which a particular event or occasion is traditionally celebrated. It is the date that holds historical or cultural significance and is recognized as the official holiday. For example, Independence Day on July 4th is considered the actual holiday.

Observed Holiday: While the actual holiday has a fixed date, observed holidays can vary. An observed holiday is a day designated by an organization to celebrate the actual holiday on a different date. This is done to ensure that people can have a day off work to observe the 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.

Directives
General All eligible full-time employees ~~are eligible to~~ will receive ~~eight (8) hours of~~ holiday pay for ~~each designated~~ observed holidays. Full-time, non-exempt employees who are required to work the ~~actual-observed Authority established~~ holiday, ~~per this policy~~ will be paid ~~one and one-half times~~ for the holiday and will also receive their regular rate of pay for hours worked on the observed holiday.

Part-time employees covered by this policy are not eligible for holiday pay. Part-time employees who work the ~~actual-observed Authority established~~ holiday, ~~per this policy,~~ will be paid one and one-half times their regular rate of pay for hours worked on the observed holiday.

Holiday pay is to be considered hours worked in the computation of overtime.

~~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.~~

~~Eligible Employees~~ employees, who are on an approved paid leave at the time the observed holiday occurs, shall not have the hours of eligible holiday pay charged against accrued leave balances, but will be paid holiday pay instead.

Employees on unpaid leave on the observed holiday will not receive holiday pay. In order to be eligible for paid time off for ~~designated-observed~~ 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 VP - Administration & HR and President & CEO.

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	Friday preceding Easter
	Memorial Day	Last Monday in May
	Independence Day	July 4
	Labor Day	First Monday in September
	Veteran’s Day	November 11
	Thanksgiving Day	Fourth Thursday in November
	Friday after Thanksgiving	Fourth Friday in November
	Christmas Eve	December 24
	Christmas Day	December 25
	<u>Day After Christmas</u>	<u>December 26</u>

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~ July 1, 2024
Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, October 10, 2008, April 19, 2004

Floating Holiday Pay

OBJECTIVE To establish a policy concerning floating holiday pay.

ELIGIBILITY All full-time employees except DPS employees who are regularly scheduled to work a rotating shift. DPS employees who are regularly scheduled to work a rotating shift and part-time employees are not covered by this policy or eligible for benefits under this policy. Those employees should see Section 215.08.

General All eligible full-time employees receive one paid floating holiday (8 hours) per year in addition to regular paid holidays as outlined in Section 215.07.

Floating holiday hours are available for use for eligible employees at the beginning of each calendar year.

A new employee will receive one (8 hour) floating holiday upon hire. Employees in their introductory period requiring time off must use all floating holiday hours prior to using any other leave type. The President & CEO, or designee, must approve any use of time off during the introductory period.

Employees must request to use a floating holiday. The floating holiday must be used in eight (8) hour increment. The request must be scheduled at least 48 hours in advance and approved by the employee's supervisor.

The floating holiday is forfeited if not used by December 31 of the year in which it was received. The floating holiday has no cash value and will be forfeited at the end of employment with the Authority for any reason.

Employees will be compensated for the floating holiday on the basis of their regular rate of pay.

Floating holiday pay is to be considered hours worked in the computation of overtime.

APPROVAL AND UPDATE HISTORY:

Approval January 1, 2025
Supersedes

Paid Time Off (PTO) for Eligible DPS Non-Exempt Employees

OBJECTIVE To provide Paid Time Off (PTO) to eligible DPS Non-Exempt employees.
METHOD OF OPERATION

Directives

Eligible Employees Eligible employees include:

- Full-time and part-time, non-exempt employees in the Department of Public Safety (DPS) who are regularly scheduled to work a rotating shift.

Full-time, Eligible DPS Employees Full-time, eligible 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 and Floating Holiday Pay as outlined under Section 215.07 and 215.XX.

PTO shall accrue at the beginning of each month at the rate of (4) hours per month.

DPS-Part-Time Eligible DPS Employees Part-time, eligible 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 and Floating Holiday Pay as outlined under Section 215.07 and 215.XX.

PTO for DPS part time employees shall accrue at the beginning of each month at the rate of two (2) hours per month.

~~DPS part-time 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 31st 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 President & CEO may alter the method by which employees are compensated for PTO without changing the number of hours approved by the Board.~~

All Eligible DPS Employees DPS employees who work the observed holiday shall be paid their regular rate of pay for the number of hours worked on the observed holiday.

PTO for DPS eligible employees may be taken in a minimum of two (2) hour increments, unless used for intermittent FMLA. Accrued PTO must be taken no later

than March 31st of the year following year in which it was earned, or it will be forfeited. Accrued PTO is forfeited at the end of employment with the Authority for any reason.

As operational needs may require changes to the schedules of DPS employees, the President & CEO 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 head shall ~~schedule~~ approve PTO at the mutual convenience of the department and the employee. PTO ~~shall~~ should 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 satisfactory completion of ~~three (3) consecutive months~~ the introductory period of satisfactory service, without the approval of the President & CEO, or designee.

**Request for
Leave
Without Pay**

All available paid leave must be exhausted before requesting leave without pay. Leave without pay is reviewed and approved by the employee's supervisor with the approval of the Department Head.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022 July 1, 2024
Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, October 10, 2008 & May 23, 2005

Paid Time Off (PTO) for Eligible Part-Time Non-Exempt Employees

OBJECTIVE To provide Paid Time Off (PTO) to eligible part-time Nonnon-Exemptexempt employees.

METHOD OF OPERATION

Directives

Eligible Employees Eligible employees include:
• Part-time, non-exempt employees who do not work in the Department of Public Safety (DPS).

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 (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 part-time 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 31st 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 President & CEO 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, Non-Exempt Employees Non-DPS pPart-timeTime, non-exempt employees who do not work for DPS 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. Accrued PTO must be taken no later than PTO shall not accrue from year to year and must be taken by March 31st of the year following the year in which it was earned, or it will be forfeited. Accrued PTO is forfeited at the end of employment with the Authority for any reason. by the employee.~~

Use of Paid Time Off

The department head shall ~~schedule~~ approve PTO at the mutual convenience of the department and the employee. PTO ~~shall~~ should 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 satisfactory completion of ~~three (3) consecutive months~~ the introductory period of satisfactory service, without the approval of the President & CEO, or designee.

Request for Leave Without Pay

All available paid leave must be exhausted before requesting leave without pay. Leave without pay is reviewed and approved by the employee's supervisor with the approval of the Department Head.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~ July 1, 2024
Supersedes July 1, 2022, October 10, 2014, Effective November 1, 2014, March 13, 2009, October 10, 2008 & May 23, 2005

Work Hours

OBJECTIVE 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 8:30 am – 5:00 pm. Different work schedules are established and communicated to employees by the President & CEO or designee to meet job assignment and provide necessary services.

Non-exempt employees must accurately record the time they actually begin and end their workday, 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 non-exempt 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 head. 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 President & CEO or designee may adjust work periods in times of special events or emergencies.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Early Release

OBJECTIVE To provide guidelines for the early release of employees, distinguishing between essential and non-essential employees, and ensuring fair compensation for essential employees who are required to remain at work.

GENERAL

Definition **Essential Employees:** Employees whose roles are critical to the ongoing operations of the Airport and cannot be interrupted.

Non-Essential Employees: Employees whose roles are important but not critical to the immediate operations of the Airport, allowing them to be released early without disrupting essential services.

Please see your supervisor, Department Head, or Human Resources if you need clarification on your status.

Notification The authority to release employees early from work with pay rests with the President & CEO, or designee. This decision will be communicated by the President & CEO, or designee to supervisors. Supervisors will notify their teams.

Non-essential Employees Non-essential employees will be released early from work with pay ("early release pay"). The specific time of early release will be determined by the President & CEO, or designee. Non-essential employees will be paid for their full workday.

Essential Employees Essential employees will remain at work and fulfill their regular duties until the end of the scheduled workday.

Essential employees will receive an equivalent amount of time off, credited to an early release leave balance. The time off credited will be equal to the duration of early release granted to non-essential employees.

Any early release leave must be used before the end of the calendar year in which it is granted. Unused early release leave is forfeited as of December 31 of each year.

Unused early release time is forfeited at the end of employment with the Authority for any reason.

Procedure **For Non-Essential Employees:**

- Supervisors will ensure that all tasks are completed or appropriately handed off before early release.
- Employees should update their out-of-office notifications and complete any necessary preparations for their absence.

For Essential Employees:

- Supervisors will coordinate schedules to ensure essential functions are covered.
- Supervisors will notify the Finance Department of all team members who are scheduled and working on the early release day.
- The Finance Department will ensure that the appropriate amount of “early release” time is recorded in the employees' leave balances.

Eligibility for Early Release Pay/Leave

Only employees regularly scheduled to work on the day of early release will receive early release pay or early release leave. An employee absent for any reason, including vacation, sick leave, FMLA, or any other authorized leave, with or without pay, is not eligible for early release pay or leave. Employees who are not scheduled to work on an early release day are not eligible for early release pay or leave. Early release pay and/or early release leave is not to be considered hours worked in the computation of overtime.

- Exceptions**
- In exceptional circumstances, certain non-essential employees may be required to stay. This decision will be made by senior management and communicated as soon as possible.
 - Any disputes or questions regarding classification as essential or non-essential should be directed to the VP – Administration and HR for resolution.

Questions Any questions regarding this policy should be directed to the VP-Administration and HR.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2024
Supersedes

School Leave Policy

OBJECTIVE To establish a policy for employee school leave in compliance with the North Carolina General Statute § 95-28.3.

METHOD OF OPERATION

Directive The Authority grants leave of four (4) 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 § 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 the school during the time of the 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

Supersedes

Military Leave

OBJECTIVE To establish a policy for military leave, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

METHOD OF OPERATION

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.

Any 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 employee will fund any retirement contributions as if the employee had actually been working, rather than on military leave.

APPROVAL AND UPDATE HISTORY:

Approval October 10, 2014, Effective November 1, 2014
Supersedes

Remote Work Policy

OBJECTIVE 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 workweek.

Policy Remote work can be informal, such as working from home for a short-term project or a formal, set schedule of working away from the office. Either an employee or a supervisor can suggest remote work as a possible work arrangement.

Remote work arrangements must 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.

General Expectations

- Employees working remotely are expected to be available and communicative during normal or scheduled work hours.
- Employees working in a remote environment are expected to have similar productivity levels when working away from the office as they do when onsite, or as their onsite peers do. GARAA recognizes that productivity can fluctuate, and circumstances will arise that impact productivity levels regardless of work location.
- GARAA work rules and other policies continue to apply to offsite work locations.
- Consumption of alcohol during work hours is never acceptable.
- Employees should seek a quiet and distraction-free working space, to the extent possible.
- Remote work is not a substitute for dependent care (e.g., child or elder care).
- Employees are expected to maintain their workspace in a safe manner, free from safety hazards.
- Employees are expected to take reasonable steps to safeguard customer and company information and GARAA property while working remotely. (i.e.,

maintaining passwords, controlling access, and any other measures appropriate for the job and the environment).

Management Responsibility Supervisors are responsible for monitoring the performance and productivity of their employees. If concerns are identified, the supervisor will address the issue with the employee to determine the cause of the lost productivity and to identify any areas of support needed. Supervisors will address repeat concerns utilizing the company's progressive discipline policy.

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 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 the computer when not in use and any other measures appropriate for the job and the environment.

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 the Human Resources policy 219.00.

APPROVAL AND UPDATE HISTORY:

Approval November 17, 2023
Supersedes June 4, 2021, effective July 1, 2021

Alternate Work Schedule

OBJECTIVE 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 head/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 department head/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 department head/manager. Employees may only initiate a cancellation of an approved alternate work scheduled 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 VP - Administration & HR's office for documentation.

Copies of altered department schedules will be sent to the Chief Operating Officer and President & CEO.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022
Supersedes June 4, 2021, effective July 1, 2021

Retirement Benefits

OBJECTIVE 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 the NC457 Deferred Compensation Plan. Please refer to the Summary Plan Description for a complete description of this plan. See the VP - Administration & HR with any questions.

APPROVAL AND UPDATE HISTORY:

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Group Insurance Benefits

OBJECTIVE To provide the Authority's employees with group insurance benefits. Contact the VP - Administration & HR 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 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 VP - Administration & HR for information and to make changes. Family status changes must be made within 30 days of change.

Other Insurances Long and Short Term Disability Life Insurance

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, 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 VP - Administration & HR 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:

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Supersedes October 6, 2017, October 10, 2014, April 20, 2012, March 13, 2009, April 19, 2004

Reimbursement of Educational Expenses

OBJECTIVE	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	<p>Financial assistance is provided to any Authority employee who seeks to improve his or her knowledge by participation 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.</p> <p>Courses recognized for educational assistance are:</p>
Job Improvement Courses	<p>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.)</p>
Self-Improvement	<p>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:</p> <ol style="list-style-type: none">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	<p>All full-time employees who have successfully completed their introductory period are eligible to participate in the program.</p> <p><u>An employee must be in an active pay status and have satisfactory job performance to participate.</u></p>
In-Service Training Courses	<p>All Authority employees are eligible to participate in managerial and supervisory courses.</p>
Ineligible for Reimbursement	<p>Courses that will not be considered for educational reimbursement include training courses, seminars, workshops, and conferences. These types of educational</p>

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 President & CEO prior to enrolling in the course.

Using the established criteria, the President & CEO or designee determines if the application qualifies for reimbursement. If a request is not approved, the employee will be notified in writing.

Note: The Authority does not provide reimbursement for any course begun prior to the date of approval by the President & CEO. 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 Coursework

Payment for course work is authorized by the President & CEO 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 of \$2500 for course work completed during each fiscal year. The President & CEO 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 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

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 courses(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

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

Reimbursement of Expenses transcripts or other requested proof of expenditure documentation for reimbursement to the Finance Department within 15 workdays of course completion. The Finance Department will arrange for the 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 interest 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 Chief Financial Officer 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, and remaining liability for reimbursement of educational expenses is canceled automatically.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022
Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Exempt Employee Benefit Program

OBJECTIVE 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~~staff. This ~~procedure~~policy outlines specific benefits established for each exempt employee, broken out by Salary Levels.

Definitions **Salary Levels ~~7-25~~ and higher:** The President & CEO and other senior management ~~personnel~~staff.
Salary Levels ~~5 and 6~~17-24: Exempt personnel.
Salary Levels ~~4-16~~ or below: All other exempt salary levels.

Exempt Employee 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 7-25 and higher	40 hours/year
Salary Levels 5 and 6 17-24	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-exempt Employee~~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 calendar year.

Example: Employee hired on or 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 President & CEO, or designee, after consultation with the ~~senior official of the department~~ Department head ~~Head~~, 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 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.

Administration 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 President & CEO, or designee. 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 VP - Administration & HR or designee is responsible for the administration of the Exempt Employee Benefit Program.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~ July 1, 2024
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Retiree Medical Insurance

OBJECTIVE To establish a policy regarding eligible employee's 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 Employee's Retirement System would meet the eligibility for the Authority's Retiree Medical Insurance. Questions can be directed to the VP - Administration & HR.

Definitions **Medical Insurance** – includes medical insurance coverage only.

Premium – the cost of the 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.

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Employee Retirement Gifts

OBJECTIVE 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 head 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 VP - Administration & HR.

APPROVAL AND UPDATE HISTORY:

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Supersedes June 4, 2021, effective July 1, 2021

Employee Assistance Program (EAP)

OBJECTIVE The employee assistance program (EAP) is a confidential and voluntary assistance program for all employees who may be faced with challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, childcare problems, etc. For the welfare of employees as well as for effective business operations, GARAA encourages its employees to take advantage of this valuable benefit.

- Definitions**
1. Employee Assistance Program (EAP): A benefit designed to provide access to confidential, professional counseling services for assistance in identification of personal issue(s), motivation to seek help, and direction to appropriate treatment resource(s).
 2. Eligible participants: All GARAA employees are eligible to participate in the Employee Assistance Program (EAP).
 3. Personal issues: Difficulties/concerns that affect an employee. Examples include marriage/family or other personal relationships, financial or legal matters, substance abuse, alcoholism, stress, tension, and sleep or emotional difficulties.

PROCEDURE

Self-Referrals Employees can refer themselves (self-referral) to the EAP. EAP counselors are available to meet with employees to assess a problem and develop a plan for resolution. The counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional that would be appropriate to assist in resolving the problem or situation.

There is no charge for employees to use the services of the EAP. The EAP counselors will make every effort to coordinate referrals for ongoing treatment with the employee's health insurance coverage as well as with his or her ability to pay.

EAP Visits During Work Hours In most cases an EAP visit that is urgent or cannot be scheduled outside of work hours will be treated similar to other doctor's appointments. Refer to company time off policies in section #215.

Management Referrals When an employee's job performance or attendance is unsatisfactory or there appears to be signs of other problems impacting work performance, the supervisor should counsel the employee in consultation with human resources with an end toward resolving the situation. If the circumstances warrant, the employee may be referred to the EAP to assist in the resolution of the problem.

A management referral to EAP will obligate the employee to attend the initial session to obtain EAP recommendations. Refusal to attend the initial EAP session may result in disciplinary action, up to and including discharge.

It is not mandatory that a department manager make such a referral to the EAP as a pre-condition to disciplinary action, termination, or discharge.

The confidential nature of medical records of individuals with behavioral medical problems will be preserved in accordance with Federal, State and GARAA regulations.

- No personal information will be shared by the EAP Counselor with the Manager without a signed release of information document, unless there is a legal requirement to do so.
- The information to be shared between the EAP Counselor and Manager will be limited to employee:
 - Attendance at the required EAP conference(s), and
 - Cooperation with the EAP's recommendations. The exact nature of the recommendations will remain confidential.

Employee Participation in the EAP Voluntary participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following company policies and procedures or from meeting required standards for satisfactory job performance except where specific accommodation is required by law.

Confidentiality All contact between an employee and the EAP is held strictly confidential. In cases where an employee's continued employment is contingent on calling the EAP, the EAP counselor will only verify whether the employee has contacted the EAP and, if ongoing treatment is necessary, that the employee is following through on the treatment. Information given to the EAP counselor may be released to GARAA only if requested and authorized by the employee in writing. All counselors are guided by a professional code of ethics.

APPROVAL AND UPDATE HISTORY:

Approval November 17, 2023
Supersedes

Employee Performance Evaluation

OBJECTIVE The employee performance evaluation process provides a means for discussing, planning and reviewing the performance of each employee. The assessment shall be designed to permit the evaluation of an employee's job performance and effectiveness as objectively and fairly as possible.

Performance appraisals also influence salaries, promotions and transfers, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

METHOD OF OPERATION

Evaluation Types and Schedule At the start of each fiscal year, all employees are provided an annual performance review to assess performance in relation to job requirements and for consideration of pay adjustments.

Newly hired employees are provided with a performance review at the end of their introductory period.

Additional reviews may be utilized when performance warrants and/or at the discretion of the President & CEO or designee:

- Special Review – utilized when performance substantially changes during a review period, or at any other appropriate time at the discretion of the President & CEO or designee.
- Change in Classification Review – similar to an introductory review, but for employees who have received a promotion/demotion/transfer, etc.

Each supervisor is responsible for the timely and equitable assessment of the performance and contribution of subordinate employees.

Use of Review Employees shall not be expected to meet performance standards that have not been defined or explained as part of the requirement 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 supervisor most directly involved in the supervision of the employee should be the reviewer. If there is an employee between the supervisor and the employee being evaluated, efforts should be made to get input from the individual most knowledgeable of the performance of the employee being rated.

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.

The performance evaluation 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 VP - Administration & HR or designee to become a part of the employees' permanent file. The signature of the employee shall indicate **only** 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 head shall note this on the evaluation and give the employee a copy and forward the original to VP - Administration & HR 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 head 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 after 60 days. If the employee has not attained a meets expectations evaluation in all categories, he or she, at the discretion of the President & CEO, or designee at the recommendation of the department head, 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 November 17, 2023
Supersedes July 1, 2022, June 4, 2021, November 1, 2021, March 13, 2009, April 19, 2004

Service Awards

OBJECTIVE	To provide recognition for employee service through an awards program administered by the VP - Administration & HR 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 President & CEO or designee at Senior Staff Meeting.
Service of Five Years	An employee, who has served for 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 President & CEO 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 in recognition of service. The

presentation of the award is made by the Board Chair or his designee at an Authority Board Meeting.

Presentation of Service Awards (General) In each instance, the VP - Administration & HR or designee provides the name of the recipient and the tenure of service. The VP - Administration & HR provides the appropriate number and type of award to the presenter (President & CEO or designee). Such awards and information are provided in advance of scheduled presentation date.

Public Announcements of Service Awards The VP - Administration & HR or designee provides information on service awards to the Marketing and Public Relations for inclusion in internal publications and/or for publicity purposes.

Service Award Purchasing The VP - Administration & HR or designee is responsible for notifying the employee of their service date and to obtain their choice of local establishment for gift card. The VP - Administration & HR 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 July 1, 2022
Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Disciplinary Actions

OBJECTIVE The intent of this section is not to restrict the rights of the 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 President & CEO 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 head and/or supervisor suspects employee misconduct, he or she must investigate the situation, in partnership with the VP - Administration & HR 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 an 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 obtain, create and maintain appropriate, thorough 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

1. The immediate supervisor and/or department head 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 head documents such verbal coaching on the Performance Discussions 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 head 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 VP - Administration & HR 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:
 - a. Major Work Violation: considered to be so severe in nature that a termination could result for a first offense.
 - b. 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 give 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 head'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 give 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.

Notices

Although the immediate supervisor and/or department head has the authority to issue a written notice, before doing so, consultation with the VP - Administration & HR 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 head 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 is forwarded to the VP - Administration & HR 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 considers appropriate as long as it does not exceed 14 calendar days. The period of suspension may be extended with approval of the President & CEO. If an employee 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 President & CEO.

Procedure

1. When an employee's conduct warrants consideration for discipline, the supervisor and/or department head gathers from the employee involved and witnesses (if appropriate) all possible information concerning the improper conduct. The supervisor and/or department head then notifies the employee of the following consideration of all facts. The supervisor and/or department head will inform the employee the decision concerning any discipline 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 head at a certain time concerning further 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 The authority to impose disciplinary actions involving suspensions or dismissals is reserved for the President & CEO or designee. Such authority may be delegated to a subordinate’s supervisor and/or department head or VP - Administration & HR, but any action of this nature must be reviewed and countersigned by the President & CEO.

Disciplinary The examples listed below represent typical grounds 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 heads and/or supervisors must partner with the VP - Administration & HR 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 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 head 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


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, non-verbal 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	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Corrective Action Notice			
		<p>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.</p>	
Employee's Name		Job Title	Department
Date of Hire			
What disciplinary action is being taken?	<input type="checkbox"/> Counseling	<input type="checkbox"/> Final Counseling	<input type="checkbox"/> Termination
Check the appropriate Work Violation	<input type="checkbox"/> Employee Behavior/ Conduct Unbecoming <input type="checkbox"/> Attendance/Punctuality <input type="checkbox"/> Background Checks <input type="checkbox"/> Failure to Act with Integrity and Honesty	<input type="checkbox"/> Failure to Provide Customer Service <input type="checkbox"/> Failure to Follow Instructions/Insubordination <input type="checkbox"/> Information Systems Use & Security <input type="checkbox"/> Retaliation Violation <input type="checkbox"/> Respect Violation	<input type="checkbox"/> Safety Violation <input type="checkbox"/> Staffing and Selection Violation <input type="checkbox"/> Substance Abuse Violation <input type="checkbox"/> Weapons and Explosives Possession <input type="checkbox"/> Workplace Activity <input type="checkbox"/> Workplace Violence <input type="checkbox"/> Other _____
State what happened. For example, relevant information may include: <ul style="list-style-type: none"> ▪ When did it occur? ▪ Who was involved? ▪ Where did it occur? ▪ Impact to the Authority? ▪ Other information? Attach additional sheets when necessary.			
State the improvement required of the employee.			
Previous Notices	Has employee received previous Discipline Notices in the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No Has employee received a Final Notice? <input type="checkbox"/> Yes <input type="checkbox"/> No		
All Disciplinary Actions must go through the approval process prior to issuance to an employee. A Department Head and the VP - Administration & HR must approve all disciplinary actions for all employees. For disciplinary actions resulting in termination, the Chief Operating Officer/President & CEO and VP - Administration & HR must approve for both hourly and salaried employees.			
Dept Head Approval	Signature _____ Date _____ Print Name and Title _____		
Signatures	By signing this document, I acknowledge only that I have received the Discipline Notice. I do not represent that I am in agreement with the Notice. If this is a Counseling, I acknowledge that future violations of any Authority policy may result in disciplinary action, up to and including termination of employment. If this is a Final Counseling, I acknowledge that a single future violation of any Authority policy will result in termination of employment.		
	_____	_____	_____
	Employee Receiving Discipline Notice		Date
	_____	_____	_____
	Manager/Dept Head Conducting Discipline Session		Date



EMPLOYEE NAME _____
DEPARTMENT _____

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	
Manager Conducting Session:	Date:
Approving Manager:	HR Approval:
Violation:	

Administrative Leave of Absence <i>(use only when necessary to conduct sensitive investigations)</i>	
Manager Informing Employee:	
HR Approval:	
Date Employee Informed:	
Date Leave Begins:	Date Leave Ends:
Violation Under Investigation:	Action Recommended:



PERFORMANCE DISCUSSION TRACKING FORM

Last Name:	First Name:	Middle Initial:	Department
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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 initiating discussion: _____

Reason for discussion: _____

Date: _____ Manager initiating discussion: _____

Reason for discussion: _____

Date: _____ Manager initiating discussion: _____

Reason for discussion: _____

Date: _____ Manager initiating discussion: _____

Reason for discussion: _____

Date: _____ Manager initiating discussion: _____

Reason for discussion: _____

Grievances

OBJECTIVE 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 head, the grievance 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 head or designee within five business days of notification of the result of Step One. The department head or designee will, within five business days of receiving the grievance, meet with the employee and the Authority Representative. The Department head summarizes his or her decision in writing to the employee and the Authority Representative within five (5) business days of the meeting date.

Step Three

If the grievance is not resolved by the department head to the employee's satisfaction, the employee may forward the written grievance to the President & CEO or designee within five business days of receiving the department head's decision. The President & CEO or designee will, within five business days of receipt, meet with employee, the Authority Representative and the department head. The President & CEO summarizes his or her decision to the employee and the Authority Representative within five business days of the meeting.

The President & CEO or designee has authority to grant or deny the grievance in whole or in part. The decision of the President & CEO 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 head, Authority's Legal Counsel's staff, VP - Administration & HR, any relative, supervisor or subordinate of the employee (See Section 209.00, Employment of Relatives) may not act as spokesperson for the employee. Legal counsel for the employee may be present to advise the employee. The 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 Step One decision.
- c. Facts may be presented in the form of documentary evidence or witness testimony. Witnesses call 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 VP - Administration & HR or designee shall attend the hearing as advisor on procedure and will prepare a record of evidence presented at Step Two hearing which shall be maintained by the VP - Administration & HR. (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 VP - Administration & HR or designee may attend the hearing as an advisor on procedure.

APPROVAL AND UPDATE HISTORY:

Approval	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014, 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:

Authority Representative Signature Date

Received By: _____ ON: _____
Employee Signature Date

COPIES TO: Employee & VP – Administration & HR

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
GRIEVANCE FORM**

STEP TWO

Employee Name Department

Date Alleged Grievance Occurred

This grievance has been presented to the director or designee within five business days after receipt of the reply to Step One.

Date of Reply to Step One

BY: _____ ON: _____
Employee Signature Date

REC'D BY: _____ ON: _____
Director (or Designee) Signature Date

DATE MEETING HELD BY DIRECTOR OR DESIGNEE WITH EMPLOYEE AND AUTHORITY REPRESENTATIVE
(to be held within five business days from receipt by director or designee): _____
Meeting Date

RECORD OF EVIDENCE PRESENTED AT STEP TWO:

DIRECTOR OR DESIGNEE ANSWER IN WRITING (Within five business days of meeting

GRANTED _____ DENIED _____

COMMENTS OR REMARKS: _____

PRESENTED TO EMPLOYEE BY:

Authority Representative Signature Date

Received By: _____ ON: _____
Employee Signature Date

COPIES TO: Employee & VP – Administration & HR

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
GRIEVANCE FORM**

STEP THREE

Employee Name

Department

Date Alleged Grievance Occurred

This grievance has been presented to the director or designee within five business days after receipt of the reply to Step Two.

Date of Reply to Step Two

BY: _____
Employee Signature

ON: _____
Date

REC'D BY: _____
Director (or Designee) Signature

ON: _____
Date

DATE MEETING HELD BY DIRECTOR OR DESIGNEE WITH EMPLOYEE AND AUTHORITY REPRESENTATIVE
(to be held within five business days from receipt by director or designee): _____
Meeting Date

DIRECTOR OR DESIGNEE ANSWER IN WRITING (Within five business days of meeting)

GRANTED _____ DENIED _____

COMMENTS OR REMARKS: _____

PRESENTED TO EMPLOYEE BY:

Authority Representative Signature

Date

Received By: _____
Employee Signature

ON: _____
Date

COPIES TO: Employee & VP – Administration & HR

Employment Termination Process

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 head. 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 VP - Administration & HR 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 head 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 head should ensure that all Authority property is returned.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004

Communicable Disease Prevention

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 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, Salmoncilosis, 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 that can cause disease in humans.

In the event an 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 be notified to notified to determine a further course of action. After

hours, the supervisor may refer the employee to Mission or Advent Health 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) Handwashing 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 material, 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	July 1, 2022
Supersedes	October 10, 2014, Effective November 1, 2014, March 13, 2009, April 19, 2004



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
VP – Planning

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item A

Approve Amendment to Standard Form of Agreement (“Agreement”) with Parsons Transportation Group Inc. for Terminal Building Modernization and Expansion Project Program Management Services

BACKGROUND

The Board Approved an Agreement with Parsons Transportation Group Inc. for the Terminal Building Modernization and Expansion Project Program Management Services on May 13, 2022.

Since then, Parsons has been managing the daily oversight and inspection services of the overall program as an extension of airport staff. This year’s agreement was for May 2023 through June 2024 in the amount of \$1,279,968.00. Through April 2024, only \$795,012.00 of this has been expended. It is estimated that Parsons has saved the project over \$2 million this year in detailed review of funding authorizations, knowledge-based value engineering recommendations, and design changes.

This request is for those services to proceed over the next fiscal year. This year’s services are estimated to be \$1,661,444.00. This is an increase over the previous year due to the need for subconsultant services to complete the commissioning of the Central Energy Plant and the Operational Readiness and Airport Transfer (ORAT) for the occupancy of the North Concourse.

ISSUES

None.

New Business – Item A



ALTERNATIVES

Many of the services included in the Scope of this Agreement are required. The Board could choose not to employ the services of a PM firm but would then need to provide for these services through other sources, or, through the hiring of additional Authority employees with construction management and inspection expertise.

FISCAL IMPACT

Services to be provided under this contract will be billed strictly on an hourly fee basis based on the number of hours required by the personnel assigned, plus reimbursable expenses at direct cost with no markup. The anticipated expenses for FY 2024/2025 are \$1,661,444.00 which will be paid for through the previously approved Terminal project construction budget.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Amendment with Parsons Transportation Group Inc. for Program Management Services associated with the Terminal Building Modernization and Expansion Project; (2) approve FY2024/2025 anticipated contract expenditures of \$1,661,444.00; and (3) authorize the President & CEO to execute the necessary documents.

Parsons FY 24-25 Budget - Parsons and Subconsultant Labor

Field Office (FO)

ID	Individual	Position	FY 23-24 AVL Billing Rate	FY 24-25 AVL Billing Rate (+3%)	Hours	Not To Exceed Amount
1	Vincent Del Nero	Construction Director	\$242.67	\$249.95	2080	\$519,896.21
2	Steve Kisling	Field Project Manager	\$133.83	\$137.84	2080	\$286,717.39
3	Steve Kisling	* Field Project Manager [OT]	\$133.83	\$137.84	520	\$71,679.35
4	TBD	IT Field PM/Technician	N/A	\$143.50	1734	\$248,829.00
5						\$0.00
						\$1,127,121.95

Note:

* OT assumes 10 hrs/wk

Home Office (HO)

ID	Individual	Parsons Home Office Part Time	FY 23-24 AVL Billing Rate	FY 24-25 AVL Billing Rate (+3%)	Hours	Not To Exceed Amount
1	TBD	Procurement	\$180.94	\$186.37	30	\$5,591.05
2	TBD	Scheduling	\$240.21	\$247.42	100	\$24,741.63
3	TBD	PMIS Implementation and Support	\$193.80	\$199.61	30	\$5,988.42
4	Aziz Carrell	Program Administration	\$183.61	\$189.12	475	\$89,831.19
						\$126,152.29

Expenses

Description	Units	Unit Cost	Not To Exceed Amount
Computers Equipment & Support (3.5 Total @ \$100/Mo.)	12	\$ 350.00	\$4,200.00
Mail Shipping	12	\$ 20.00	\$240.00
Project Printing	1	\$ 2,999.76	\$2,999.76
Telephone, cellular (3.5@ \$65.00 Phones)	12	\$ 227.50	\$2,730.00
Team Working Meals	1	\$ 2,100.00	\$2,100.00
Subject Matter Experts Lodging/Per Diem/Travel/	1	\$ 15,000.00	\$15,000.00
Relocation	1	\$ 10,000.00	\$10,000.00
Construction Director Lodging	12	\$ 1,000.00	\$12,000.00
Field PM's Vehicle	12	\$ 325.00	\$3,900.00
Quality Assurance Testing	1	\$ 40,000.00	\$40,000.00
ORAT Subconsultant	1	\$ 275,000.00	\$275,000.00
CEP Commissioning	1	\$ 40,000.00	\$40,000.00
			\$408,169.76

Total AVL FY 24-25 \$1,661,444.00



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill, Vice President – Planning

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item B

Approval of Budget Amendment for Scope of Services No. 1 with Avcon Engineers and Planners, Inc. for design of the Taxiway A Rehabilitation Project

BACKGROUND

On May 10, 2024, The Authority Board approved the Scope of Services No. 1 and associated fee with Avcon Engineers in the amount of \$1,129,142.00. This cost is listed on the approved 5-year Airport Capital Improvement Plan (ACIP) for FY25. Design however is being advanced due to the availability of leftover Federal Funds from another project. A budget amendment is required prior to executing the necessary documents.

ISSUES

None.

ALTERNATIVES

The Board could elect to not move forward with this design. However, this will prolong the much-needed rehabilitation of Taxiway A.

FISCAL IMPACT

The total cost for this design with Avcon is \$1,129,142.00. Presently, 90% of this will be funded utilizing FAA leftover Entitlement Funds and the remainder with Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) authorize the President and CEO to execute the necessary documents; and (2) amend the FY2023/2024 budget by adopting the following budget ordinance amendment:

New Business – Item B



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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Improvements		\$1,129,142.00
Totals		\$1,129,142.00

This will result in a net increase of \$1,129,142.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$112,914.00
Federal AIP Funds		\$1,016,228.00
Totals		\$1,129,142.00

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

Adopted this 14th day of June 2024.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

Consultant Scope of Services

Greater Asheville Regional Airport Authority

Scope of Services Number **1** for Professional Consulting Services, as referenced in the Professional Consulting Agreement between the Greater Asheville Regional Airport Authority and **AVCON Engineers & Planners, Inc.**, dated **August 16, 2023**.

Project: Taxiway A Rehabilitation - Design, Permitting, Bidding and Construction Phase Services

Taxiway A is the full parallel taxiway for Runway 17-35. During the Airfield Redevelopment Program, Taxiway A1, A2, A7, A8, and the northern and southern portions of Taxiway A were reconstructed leaving 6,820 feet of Taxiway A that was not improved. The Taxiway A Rehabilitation Project consists of the rehabilitation of 6,820 feet of Taxiway A, rehabilitation of Taxiways C, D, E, G, H, J, and K, and grading and drainage improvements along the southeast section of Taxiway A and the South Terminal Apron.

The project also includes two alternative designs. Alternative 1 is the removal of Taxiways H and J, the creation of a new Taxiway H, and the widening and strengthening of Taxiways G and K. Alternative 2 is the evaluation and design of a retaining wall on the southeast side of the airport, along Rental Car Drive and Taxiway A. The retaining wall will likely be a gravity, stepped wall similar to the retaining wall adjacent to the South Terminal Apron. Alternatives 1 and 2 will be coordinated with the Master Plan and evaluated with AVL before proceeding with those designs.

The scope and fee for this scope of work is attached as Exhibit A and Exhibit B. The project limits is attached as Exhibit C.

Consultant Team: AVCON, Inc., JMT, S&ME

Schedule: The preliminary schedule for this project is such that the major components of design and bidding will take place between May 2024 and February 2025 with Construction expected to start in Spring 2025.

Fees: The Lump Sum (LS) Fee for this additional work is **\$1,129,142.00**.

Authority: Greater Asheville Regional Airport Authority

Consultant: AVCON Engineers & Planners, Inc.

By: _____
President + CEO

By:  _____
President

Date: _____

Date: 5/1/2024

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

Chief Financial Officer

Attachment: Exhibit A - Scope of Services, Exhibit B – Fee Spreadsheets, Exhibit C – Project Graphic

Greater Asheville Regional Airport Authority

EXHIBIT A for DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

Taxiway A Rehabilitation

Consultant Scope of Services and Fee

Overall Project Description – Taxiway A Rehabilitation (Project)

Taxiway A is the full parallel taxiway for Runway 17-35. During the Airfield Redevelopment Program, Taxiway A1, A2, A7, A8 and the northern and southern portions of Taxiway A were reconstructed leaving 6,820 feet of Taxiway A that was not improved.

The Taxiway A Rehabilitation Project consists of the rehabilitation of 6,820 feet of Taxiway A, rehabilitation of Taxiways C, D, E, G, H, J, and K, and grading and drainage improvements along the southeast section of Taxiway A and the South Terminal Apron.

The project also includes two alternative designs. Alternative 1 is the removal of Taxiway H and J, creation of a new Taxiway H, and widening and strengthening of Taxiways G and K. Alternative 2 is the evaluation and design of a retaining wall on the southeast side of the airport, along Rental Car Drive and Taxiway A. The retaining wall will likely be a gravity, stepped wall similar to the retaining wall adjacent to the South Terminal Apron. Alternatives 1 and 2 will be coordinated with the Master Plan and evaluated with AVL prior to proceeding with those designs.

The CONSULTANT will provide professional services that consist of design, permitting, and bid phase services. The overall services are described as follows:

1.0 Design Phase Services

Construction plans, technical specifications, bid documents and project manual will be prepared for the bidding and construction of the Project.

1.1 Design Phase Services (30% Design)

- 1.1.1 Project Management and Coordination
- 1.1.2 Data Collection and Record Documents Review
- 1.1.3 Attend Kick-off Meeting with AVL; (held during scoping meeting)
- 1.1.4 Section 163 Request
- 1.1.5 Geotechnical Investigation (Performed by Sub-consultant to AVCON)
- 1.1.6 Environmental Services (Performed by Sub-consultant to AVCON)
- 1.1.7 Survey (Performed by Sub-consultant to AVCON)

- 1.1.8 Sub-consultant Review and Implementation by AVCON
- 1.1.9 Preliminary 30% Design Review Meetings (2)
- 1.1.10 Alternative 1 Evaluation
(Removal of Taxiway H and J, creation of a new Taxiway H, and widening and strengthening of Taxiways G and K)
- 1.1.11 Alternative 2 Evaluation
(Up to 3 Alternatives for Grading, Drainage, and Retaining Wall on the southeast side of the airport, along Rental Car Drive and Taxiway A.)
Approved retaining wall will be utilized as the basis of design for design services related to Alternative 2.
- 1.1.12 Preliminary Safety, Phasing, and Access Plans
- 1.1.13 Development of 30% Design Documents
- 1.1.14 Meet and review completed 30% Design Documents with AVL (1)

1.2 Design Phase Services (60% Design)

- 1.2.1 Project Management and Coordination
- 1.2.2 Interim Design Meetings (2)
- 1.2.3 Develop Construction Phasing Plan and Refinements in Consultation with AVL
- 1.2.4 Preliminary Milling and Demolition Limits
- 1.2.5 Preliminary Geometric Layout
- 1.2.6 Preliminary Paving Elevations, Spots, and Profiles
- 1.2.7 Preliminary Erosion and Sediment Control Design
- 1.2.8 Safety, Phasing, and Access Design
- 1.2.9 Prepare Construction Drawings (60%)
 - 1.2.9.1 Cover and Frontend Plans
 - 1.2.9.2 Phasing and Safety Plans
 - 1.2.9.3 Existing Conditions Plans
 - 1.2.9.4 Milling and Demolition Plans
 - 1.2.9.5 Geometry Plans
 - 1.2.9.6 Grading and Drainage Plans
 - 1.2.9.7 Paving Plans
 - 1.2.9.8 Marking Plans
 - 1.2.9.9 Civil and Drainage Details
 - 1.2.9.10 Pavement Structure Details
- 1.2.10 Development of 60% Design Documents
- 1.2.11 Meet and review completed 60% Design Documents with AVL (1)

1.3 Final Design Phase Services (90%/100% Design)

- 1.3.1 Project Management and Coordination
- 1.3.2 Interim Design Meetings (2)
- 1.3.3 Construction Phasing Plan and Refinements in Consultation with AVL
- 1.3.4 Milling and Demolition Limits
- 1.3.5 Geometric Layout
- 1.3.6 Paving Elevations, Spots, and Profiles

- 1.3.7 Erosion and Sediment Control Design
- 1.3.8 Safety, Phasing, and Access Design
- 1.3.9 Prepare Construction Drawings (90%/100%)
 - 1.3.9.1.1 Cover and Frontend Plans
 - 1.3.9.1.2 Phasing and Safety Plans
 - 1.3.9.1.3 Existing Conditions Plans
 - 1.3.9.1.4 Milling and Demolition Plans
 - 1.3.9.1.5 Geometry Plans
 - 1.3.9.1.6 Grading and Drainage Plans
 - 1.3.9.1.7 Paving Plans
 - 1.3.9.1.8 Marking Plans
 - 1.3.9.1.9 Civil and Drainage Details
 - 1.3.9.1.10 Pavement Structure Details
- 1.3.10 Development of 90%/100% Design Documents
- 1.3.11 Meet and review completed 90%/100% Design Documents with AVL (1)

1.4 Alternative 1 Services (60%/90%/100% Design)

- 1.4.1 Removal of Taxiway H and J and Design of a new Taxiway H
- 1.4.2 Design of Taxiway G and K Widening and Strengthening
- 1.4.3 Develop Construction Phasing Plan and Refinements in Consultation with AVL
- 1.4.4 Prepare Construction Drawings (60%/90%/100%)
 - 1.4.4.1.1 Phasing and Safety Plans
 - 1.4.4.1.2 Geometry Plans
 - 1.4.4.1.3 Grading and Drainage Plans
 - 1.4.4.1.4 Paving Plans
 - 1.4.4.1.5 Marking Plans
 - 1.4.4.1.6 Airfield Lighting and Signage Plans
 - 1.4.4.1.7 Alternative 1 Project Notes
 - 1.4.4.1.8 Civil and Drainage Details
 - 1.4.4.1.9 Pavement Structure Details
 - 1.4.4.1.10 Electrical and Lighting Details
- 1.4.5 Development of Design Documents (Included with Design Submittals)

1.5 Alternative 2 Services (60%/90%/100% Design)

- 1.5.1 Coordination with AVL and Sub-consultants
- 1.5.2 Geotechnical Investigation (Performed by Sub-consultant to AVCON)
- 1.5.3 Retaining Wall Basis of Design Development
- 1.5.4 Grading and Drainage Design
- 1.5.5 Retaining Wall Plan and Profiles
- 1.5.6 Retaining Wall Cross Sections
- 1.5.7 Fence Layout and Security Design
- 1.5.8 Rental Car Road Improvements
- 1.5.9 Develop Construction Phasing Plan and Refinements in Consultation with AVL
- 1.5.10 Prepare Construction Drawings (90%/100%)

- 1.5.10.1.1 Phasing and Safety Plans
 - 1.5.10.1.2 Grading and Drainage Plans
 - 1.5.10.1.3 Retaining Wall Plan and Profiles
 - 1.5.10.1.4 Retaining Wall Cross Sections
 - 1.5.10.1.5 Retaining Wall Details
 - 1.5.10.1.6 Alternative 2 Project Notes
 - 1.5.10.1.7 Civil and Drainage Details
 - 1.5.10.1.8 Lighting and Conduit Plans
 - 1.5.10.1.9 Fence Layout and Security Plans
- 1.5.11 Development of Design Documents (Included with Design Submittals)

1.6 Other Services

- 1.6.1 Prepare and submit FAA Form 7460 and Construction Safety and Phasing Plan
- 1.6.2 Prepare Development Technical Specifications (60%/90%/100%)
- 1.6.3 Prepare Engineer's Report (30%/60%/90%/100%)
- 1.6.4 Prepare Erosion and Sediment Control Permit documents for submittal to NCDEQ
- 1.6.5 Prepare documents for Retaining Wall Permitting with Buncombe County (submitted by AVL)
- 1.6.6 Prepare Quantities and Estimates of Probable Construction Costs (30%/60%/90%/100%)
- 1.6.7 Quality Assurance Review (30%/60%/90%/100%)
- 1.6.8 Finalize Construction Documents into Bid Documents (IFB)

The Design Phase will be considered complete upon delivery of Bid Documents and associated permits.

2.0 Bidding Phase Services

Upon authorization by AVL to proceed, CONSULTANT will support AVL in bidding of the projects. It is assumed that the project will require two bids and be awarded to the lowest responsive and responsible bidder. CONSULTANT will coordinate with AVL for setting DBE goals and outreach.

2.1 Assist AVL in reviewing contractors for prequalification and developing prequalification criteria. Assist AVL in prequalifying multiple contractors with disciplines related to the scope of work.

2.2 Assist AVL in advertising for and obtaining bids for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. Contractors will obtain Bidding Documents electronically on-line.

2.3 Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.

2.4 Attend and conduct one (1) Pre-Bid Conference at AVL to present the Project to prospective bidders. Prepare conference agenda and conference notes including a list of conference attendees for circulation to all attendees. If possible, the Pre-Bid Conference will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

2.5 Attend and conduct one (1) Bid Opening at AVL and prepare a bid tabulation. If possible, the Bid Opening will be coordinated with construction meetings onsite in order to better utilize time across multiple projects.

2.6 Consult with AVL as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work which such acceptability is required by the Bidding Documents.

2.7 Assist AVL in evaluating Bids and in assembling and awarding a construction contract for the Work. AVCON to provide review of bids for compliance with project documents and recommendation of award.

The Bidding Phase will be considered complete upon the AVL's award of the construction contract.

3.0 Construction Phase Services

CONSULTANT will provide construction phase services for each phase of the project for the duration of the project construction. It is anticipated that the project will be scoped with three phases in mind, Taxiway A, C, and D Rehabilitation, work associated with Alternative 1, and work associated with Alternative 2.

The anticipated construction schedule is as shown below based on consecutive calendar days for Work Items 2 and 3 and overlap of schedule for Work Item 4:

1. Project Start Up and Mobilization:	1 Month
2. Taxiway A, C, and D Rehabilitation:	3 Months
3. Alternative 1:	3 Months
4. Alternative 2:	6 Months (4 Months of Overlap)
5. Project Completion and Close Out:	1 Month
Total Construction Time:	10 months

3.1 Released for Construction Documents. Upon award of the construction contract, Released For Construction (RFC) documents, plans, specifications, permits, and other construction documents will be developed.

3.2 Pre-Construction Conference. Prepare for and develop meeting agenda, attend and conduct a Pre-Construction Conference prior to the start of project construction, and develop meeting notes and sign in sheet for distribution.

3.3 Construction Meeting and Site Visits. Provide construction meetings, site visits, and observation services during the construction phase of the project. Site visits and observations will vary depending on the type of work being performed by the contractor, the location, and the contractors' schedules. Based on the project schedule, phasing and bid alternates, it is anticipated

there will be bi-weekly construction progress meetings and provisions for additional planned/unplanned site visits, as needed, and as outlined below:

- 3.3.1 Forty (40) weekly meetings and site visits
- 3.3.2 Pre-paving Meeting
- 3.3.2 Meeting and Site Visit Notes

Proposed meetings include site visits, development of meeting agenda and meeting notes and sign in sheet.

Site visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT shall keep AVL informed of the general progress of the Work.

The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by AVL, and, in addition, by the exercise of CONSULTANT's efforts, to provide AVL a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. 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 work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3.4 Recommendations with Respect to Defective Work. Recommend to AVL that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3.5 Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents to AVL as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents following CONSULTANT's discussions with the design engineering firm of record. Field Orders authorizing variations from the requirements of the Contract Documents will be made by AVL.

3.6 Change Orders. Recommend Change Orders to AVL, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.

3.7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

3.8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

3.9 Inspections and Tests. Require such special inspections or tests of Contractor's work as CONSULTANT deems appropriate and receive and review certificates of inspections within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.

3.10 Disagreements between AVL and Contractor. As necessary, render written decision on all claims of AVL and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to AVL or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

3.11 Applications for Payment. Based on CONSULTANT's observations and on review of applications for payment and accompanying supporting documentation:

Determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to AVL, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the 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), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is CONSULTANT's responsibility to so determine. In the case of unit price work, CONSULTANT's recommendations of payment will

include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment including final payment will impose on CONSULTANT responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to AVL free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between AVL and Contractor that might affect the amount that should be paid.

3.12 Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with AVL and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of AVL, CONSULTANT considers the Work substantially complete, CONSULTANT shall notify AVL and Contractor.

3.13 Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement and based upon information provided to CONSULTANT upon which it is entitled to rely.

3.14 Limitation of Responsibilities. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

3.15 Construction Quality Assurance (CQA) Testing Services During Construction. AVL to work with others to provide CQA testing during construction but will mostly rely on the Contractor's testing during construction and final survey to determine compliance. AVCON to work with others in the review and coordination of CQA testing results and associated reporting.

3.16 Construction Quality Assurance (CQA) Surveying. AVL to work with others to provide CQA survey checks during construction but will mostly rely on the Contractor's surveys during construction and final survey to determine compliance. AVCON to work with others in the review and coordination of CQA survey checks.

3.17 Project Coordination. CONSULTANT will coordinate project related work and issues with AVL as applicable.

3.18 Deliverables. CONSULTANT will provide "record" drawings of the project to AVL. Information gathered by CONSULTANT and "as constructed" information provided by the Contractor will be used for this task. CONSULTANT will provide final abbreviated engineers/construction report for the project. The report will be signed by a licensed North Carolina Professional Engineer.

4.0 Additional Information

4.1 Assumptions

The following assumptions have been made in the development of this Scope of Services:

- AVL will provide access to Airport property to AVCON and AVCON's subconsultants.
- Up to 3 retaining wall alternatives will be developed based on existing and future development along Rental Car Drive.
- Retaining wall design and associated work will not be completed until approved by AVL. The approved retaining wall will be utilized as the basis of design for design services related to Alternative 2.
- Retaining wall location, design, and construction will require impacts and improvements to Rental Car Drive.
- Project drawings will be prepared in AutoCAD 2020 format or newer.
- AVL will coordinate with the FAA ATCT personnel for meeting attendance, review and input regarding construction phasing and sequencing of the construction work, as well as potential aircraft movements on the airfield during construction.
- A NCDEQ Land Disturbance Permit will be required for this project.
- A NCDEQ Stormwater Application and Permit are not required by this project since no additional impervious areas are being created. If additional impervious areas are created or drainage patterns changed beyond those expected, a NCDEQ Stormwater Application and Permit may be required.
- Full Time Inspection and Resident Project Representative (RPR) and construction related testing, observations, and survey to be provided by others.

4.2 Deliverables

- 30% Design Submittal (PDF Only)
- 60% Design Submittal (PDF Only)
- 90%/100% Design Submittal (PDF Only)
- Issued for Bid Submittal (PDF Only)
- NCDEQ application and permit (Word or PDF Only)

4.3 Services Not Included In This Task Order

- Full Time Inspection and Resident Project Representative (RPR)
- QA/QC Testing
- QA/QC Retaining Wall Testing and Oversight
- QA/QC Survey
- Permitting fees (to be paid by AVL)
- Wayfinding signage
- DBE goal setting or evaluation
- Boundary surveys
- ALP or other planning document updates

4.4 Schedule

- Notice to Proceed May 2024
- Survey May – July 2024
- Geotechnical Investigation May – July 2024
- 30% Design Submittal TBD
- 60% Design Submittal TBD
- 90%/100% Design Submittal TBD
- Advertisement and Bidding TBD
- Construction Spring 2025

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND CPS
FOR THE
TAXIWAY A REHABILITATION

ASHEVILLE REGIONAL AIRPORT**

AVCON Project No. 2024.0157.01

DATE: 4/26/2024

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>
TASK 1.1 30% Design		
Direct Labor Costs	\$95,484.00	
Direct Expenses	\$1,900.00	
Subs	\$163,995.00	
30% Design Subtotal	\$261,379.00	
	USE: \$261,379.00	LS
TASK 1.2 60% Design		
Direct Labor Costs	\$152,033.00	
Direct Expenses	\$2,250.00	
Subs	\$0.00	
60% Design Subtotal	\$154,283.00	
	USE: \$154,283.00	LS
TASK 1.3 Final Design		
Direct Labor Costs	\$126,365.00	
Direct Expenses	\$2,400.00	
Subs	\$0.00	
Final Design Subtotal	\$128,765.00	
	USE: \$128,765.00	LS
TASK 1.4 Alternative 1 Services (60%/90%/100% Design)		
Direct Labor Costs	\$79,042.00	
Direct Expenses	\$150.00	
Subs	\$0.00	
Alternative 1 Services Subtotal	\$79,192.00	
	USE: \$79,192.00	LS
TASK 1.5 Alternative 2 Services (60%/90%/100% Design)		
Direct Labor Costs	\$178,099.00	
Direct Expenses	\$150.00	
Subs	\$67,000.00	
Alternative 2 Services Subtotal	\$245,249.00	
	USE: \$245,249.00	LS
TASK 2.0 Bidding Phase Services		
Direct Labor Costs	\$16,820.00	
Direct Expenses	\$1,250.00	
Subs	\$0.00	
Bidding Subtotal	\$18,070.00	
	USE: \$18,070.00	LS
TASK 3.0 Construction Phase Services		
Direct Labor Costs	\$231,104.00	
Direct Expenses	\$11,100.00	
Subs	\$0.00	
CPS Subtotal	\$242,204.00	
	USE: \$242,204.00	LS
TOTAL	USE: \$1,129,142.00	LS

POSITION AVCON, INC.		PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
Scope	Rate (\$/Hour):	\$278		\$254		\$170		\$134		\$123		\$98		\$82		labor hours	Cost	Avg. Hourly Rate
Task No.		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
1.3	FINAL DESIGN PHASE SERVICES (90% / 100% DESIGN)																	
1.3.1	Project Management and Coordination		\$0	8	\$2,032	16	\$2,720		\$0		\$0		\$0		\$0	24	\$4,752	\$198
1.3.2	Interim Design Meetings and Coordination (say 2)		\$0	16	\$4,064	16	\$2,720	8	\$1,072	4	\$492		\$0		\$0	44	\$8,348	\$190
1.3.3	Construction Phasing Plan and Refinements in Consultation with AVL		\$0	8	\$2,032	16	\$2,720	16	\$2,144	8	\$984		\$0		\$0	48	\$7,880	\$164
1.3.4	Milling and Demolition Limits		\$0		\$0	8	\$1,360	8	\$1,072	4	\$492	4	\$392		\$0	24	\$3,316	\$138
1.3.5	Geometric Layout		\$0		\$0	8	\$1,360	16	\$2,144	8	\$984	8	\$784		\$0	40	\$5,272	\$132
1.3.6	Paving Elevations, Spots, and Profiles		\$0		\$0	16	\$2,720	24	\$3,216	24	\$2,952	16	\$1,568		\$0	80	\$10,456	\$131
1.3.7	Erosion and Sediment Control Design		\$0		\$0	8	\$1,360	8	\$1,072	4	\$492	4	\$392		\$0	24	\$3,316	\$138
1.3.8	Safety, Phasing, and Access Design		\$0	4	\$1,016	16	\$2,720	8	\$1,072	8	\$984	4	\$392		\$0	40	\$6,184	\$155
1.3.9	Prepare Construction Drawings (90%/100%)		\$0	0	\$0	10	\$1,700	78	\$10,452	133	\$16,359	135	\$13,230	0	\$0	356	\$41,741	\$117
1.3.10	Development of 90%/100% Design Documents		\$0	24	\$6,096	30	\$5,100	64	\$8,576	24	\$2,952	16	\$1,568	36	\$2,952	194	\$27,244	\$140
1.3.11	Meet and review completed 90%/100% Design Documents with AVL		\$0	16	\$4,064	16	\$2,720	8	\$1,072		\$0		\$0		\$0	40	\$7,856	\$196
Subtotal Final Design Phase Services Labor:		0	\$0	76	\$19,304	160	\$27,200	238	\$31,892	217	\$26,691	187	\$18,326	36	\$2,952	914	\$126,365	\$138
Final Design Phase Direct Expenses																		
Printing																		\$1,500
Mileage																		\$700
Per Diem																		\$200
Subtotal Final Design Phase Direct Expenses:																		\$2,400
Final Design Phase Subcontractors																		
None																		
Subtotal Final Design Phase Subcontractors:																		\$0
Subtotal Final Design Phase:																		\$128,765

**ASHEVILLE REGIONAL AIRPORT
TAXIWAY A REHABILITATION PROJECT**

Preparation of Construction Drawings for the Taxiway A Rehabilitation Project

List of Drawings/Plans Sheets					Sr. Project Manager	Sr. Engineer / Sr. Planner	Project Engineer	Sr. CAD Designer	CAD Tech	Admin / Clerical	Total MHS
	Total	60%	90%	100%/Bid							
Cover Sheet	1	1	1	1	0	0	0	2	2	0	4
Index of Drawings	1	1	1	1	0	0	0	2	2	0	4
Bid Schedules and/or Summary of Quantities	2	2	2	2	0	0	2	4	4	0	10
General Notes, Legend, and Abbreviations	1	1	1	1	0	0	0	2	4	0	6
Survey Control Sheet	1	1	1	1	0	0	0	2	4	0	6
Pavement Boring/Core Layout, Core Logs and Related Information	6	0	6	6	0	0	2	6	6	0	14
Access Control Plan/Staging Area/Haul Routes/Notes	3	3	3	3	0	4	4	6	6	0	20
Safety and Security Notes	2	2	2	2	0	0	2	4	4	0	10
Safety Plans, Notes & Details	6	6	6	6	0	4	4	18	18	0	44
Construction Phasing Plan Overview	1	1	1	1	0	4	8	8	4	0	24
Construction Phasing/Sequencing/Schedule Plans/Details/Notes	8	8	8	8	0	4	32	32	32	0	100
Existing Conditions Plans (Taxiway A)	6	6	6	6	0	0	12	18	18	0	48
Demolition/Milling/Pavement Removal Plans (Taxiway A)	6	6	6	6	0	0	6	18	18	0	42
Demolition/Milling/Pavement Removal Details	1	1	1	1	0	0	2	4	4	0	10
Geometric Layout Plans (Taxiway A)	6	6	6	6	0	0	18	36	36	0	90
Grading and Drainage Plans	6	6	6	6	0	0	18	36	36	0	90
Grading and Drainage Details and Notes	1	1	1	1	0	0	4	8	8	0	20
Paving Plans (Taxiway A)	6	6	6	6	0	0	18	36	36	0	90
Typical Sections; Pavement Joint/Tie-In Details	2	2	2	2	0	0	4	8	8	0	20
Pavement Marking Plans (Taxiway A)	6	6	6	6	0	0	18	36	36	0	90
Pavement Marking Plans, Details and Notes	3	3	3	3	0	0	4	8	8	0	20
Miscellaneous Details	2	0	2	2	0	0	8	16	16	0	40
Erosion and Sediment Control Plan	4	4	4	4	0	8	12	16	20	0	56
Erosion and Sediment Control Details and Notes	4	4	4	4	0	0	16	8	8	0	32
TOTAL PLAN SHEETS	85	77	85	85	0	24	194	334	338	0	890
60% Design Submittal (rounded) - 60% effort					0	14	116	201	203	0	534
90%/100% Design Submittal (rounded) - 40% effort					0	10	78	133	135	0	356
check					0	24	194	334	338	0	890

60% Design Development Documents

Prepare 60% Construction Safety and Phasing Plan (CSPP)					4	4	16	8	8	4	44
Prepare Development Technical Specifications (60%)					4	8	8			8	28
Prepare Engineer's Report (60%)					2		16	8		8	34
Prepare Quantities and Estimates of Probable Construction Costs (60%)					2		16	8	8	4	38
Quality Assurance Review (60%)					8	8					16
Total					20	20	56	24	16	24	160

90%/100% Design Development Documents

Prepare Final Construction Safety and Phasing Plan (CSPP)					2	2	16	8	8	8	44
Prepare Development Technical Specifications (90%/100%)					8	16	16			16	56
Prepare Engineer's Report (90%/100%)					4		16	8		8	36
Prepare Quantities and Estimates of Probable Construction Costs (90%/100%)					2	4	16	8	8	4	42
Quality Assurance Review (90%/100%)					8	8					16
Total					24	30	64	24	16	36	194

Total					32	38	64	24	16	36	210
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Scope	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL			
	AVCON, INC.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate	
Task No.	Rate (\$/Hour):	\$278		\$254		\$170		\$134		\$123		\$98		\$82					
1.4	Alternative 1 Services (60%,90%, 100% Design)																		
1.4.1	Removal of Taxiway H and J and Design of a new Taxiway H (including Electrical)		\$0	4	\$1,016	40	\$6,800	24	\$3,216	8	\$984	8	\$784		\$0	84	\$12,800	\$152	
1.4.2	Design of Taxiway G and K Widening and Strengthening (including Electrical)		\$0	4	\$1,016	40	\$6,800	24	\$3,216	8	\$984	8	\$784		\$0	84	\$12,800	\$152	
1.4.3	Develop Construction Phasing Plan and Refinements in Consultation with AVL		\$0	2	\$508	8	\$1,360	4	\$536		\$0		\$0		\$0	14	\$2,404	\$172	
1.4.4	Prepare Construction Drawings (60%, 90%,100%)		\$0	0	\$0	16	\$2,720	22	\$2,948	88	\$10,824	88	\$8,624	0	\$0	214	\$25,116	\$117	
1.4.5	Development of Design Documents (Included with Design Submittals)		\$0	14	\$3,556	60	\$10,200	54	\$7,236	18	\$2,214	16	\$1,568	14	\$1,148	176	\$25,922	\$147	
Subtotal Alternative 1 Services (60%,90%, 100% Design) Services Labor:		0	\$0	24	\$6,096	164	\$27,880	128	\$17,152	122	\$15,006	120	\$11,760	14	\$1,148	572	\$79,042	\$138	
Alternative 1 Services (60%,90%, 100% Design) Phase Direct Expenses																			
Printing																			\$150
Mileage																			\$0
Per Diem																			\$0
																Alternative 1 Services (60%,90%, 100% Design) Direct Expenses:		\$150	
Alternative 1 Services (60%,90%, 100% Design) Phase Subcontractors																			
None																			
																Alternative 1 Services (60%,90%, 100% Design) Subcontractors:		\$0	
Subtotal Alternative 1 Services (60%,90%, 100% Design) Phase:																	\$79,192		

**ASHEVILLE REGIONAL AIRPORT
TAXIWAY A REHABILITATION PROJECT**

Preparation of Construction Drawings for the Taxiway A Rehabilitation Project - Alternative 1

List of Drawings/Plans Sheets					Sr. Project Manager	Sr. Engineer / Sr. Planner	Project Engineer	Sr. CAD Designer	CAD Tech	Admin / Clerical	Total MHs
	Total	60%	90%	100%/Bid							
Construction Phasing/Sequencing/Schedule Plans/Details/Notes	2	2	2	2	0	2	2	8	8	0	20
Existing Conditions Plans	2	2	2	2	0	0	2	8	8	0	18
Geometric Layout Plans	2	2	2	2	0	2	2	8	8	0	20
Demolition/Milling/Pavement Removal Plans	2	2	2	2	0	2	2	8	8	0	20
Grading and Drainage Plans	2	2	2	2	0	2	2	8	8	0	20
Paving Plans	2	2	2	2	0	2	2	8	8	0	20
Pavement Marking Plans	2	2	2	2	0	2	2	8	8	0	20
Erosion and Sediment Control Plan	2	2	2	2	0	2	2	8	8	0	20
Electrical Plans	4	4	4	4	0	2	4	16	16	0	38
Electrical Details	4	4	4	4	0	0	2	8	8	0	18
TOTAL PLAN SHEETS	24	24	24	24	0	16	22	88	88	0	214
60% Design Submittal (rounded) - 60% effort					0	10	13	53	53	0	129
90%/100% Design Submittal (rounded) - 40% effort					0	6	9	35	35	0	85
check					0	16	22	88	88	0	214

60% Design Development Documents

Prepare 60% Construction Safety and Phasing Plan (CSPP)						2	2	2			6
Prepare Development Technical Specifications (60%)					2	4	4			8	18
Sediment and Erosion Control Design and Application (Initial)						8	16	4	4		32
Prepare Engineer's Report (60%)					2	8				2	12
Prepare Quantities and Estimates of Probable Construction Costs (60%)					2	8	8	4	4		26
Quality Assurance Review (60%)					4	2					6
Total					10	32	30	10	8	10	100

90%/100% Design Development Documents

Prepare Final Construction Safety and Phasing Plan (CSPP)						2					2
Prepare Development Technical Specifications (90%/100%)						4	4			4	12
Sediment and Erosion Control Design and Application (Final)						8	8	4	4		24
Prepare Engineer's Report (90%/100%)						4	4				8
Prepare Quantities and Estimates of Probable Construction Costs (90%/100%)						8	8	4	4		24
Quality Assurance Review (90%/100%)					4	2					6
Total					4	28	24	8	8	4	76
Total					14	60	54	18	16	14	176

Scope	POSITION	PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL				
	AVCON, INC.	Rate (\$/Hour):	\$278		\$254		\$170		\$134		\$123		\$98		\$82		labor hours	Cost	Avg. Hourly Rate	
Task No.		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
1.5	Alternative 2 Services (60%, 90%,100%)																			
1.5.1	Coordination with AVL and Sub-consultants		\$0	2	\$508	4	\$880	4	\$536		\$0		\$0		\$0	10	\$1,724		\$172	
1.5.2	Geotechnical Investigation (Performed by Sub-consultant to AVCON)		\$0		\$0	2	\$340	4	\$536		\$0		\$0		\$0	6	\$876		\$146	
1.5.3	Retaining Wall Basis of Design Development		\$0	4	\$1,016	16	\$2,720		\$0		\$0		\$0		\$0	20	\$3,736		\$187	
1.5.4	Grading and Drainage Design		\$0	8	\$2,032	40	\$6,800	40	\$5,360	16	\$1,968	8	\$784		\$0	112	\$16,944		\$151	
1.5.5	Retaining Wall Plan and Profiles		\$0	8	\$2,032	16	\$2,720	24	\$3,216	8	\$984	4	\$392		\$0	60	\$9,344		\$156	
1.5.6	Retaining Wall Cross Sections		\$0	2	\$508	8	\$1,360	16	\$2,144	8	\$984	8	\$784		\$0	42	\$5,780		\$138	
1.5.7	Fence Layout and Security Design		\$0	4	\$1,016	8	\$1,360	16	\$2,144	8	\$984	8	\$784		\$0	44	\$6,288		\$143	
1.5.8	Rental Car Road Improvements		\$0	8	\$2,032	48	\$8,160	40	\$5,360	16	\$1,968	8	\$784		\$0	120	\$18,304		\$153	
1.5.9	Develop Construction Phasing Plan and Refinements in Consultation with AVL		\$0	8	\$2,032	8	\$1,360	8	\$1,072	4	\$492	4	\$392		\$0	32	\$5,348		\$167	
1.5.10	Prepare Construction Drawings (60%, 90%, 100%)		\$0		\$0	25	\$4,250	106	\$14,204	295	\$36,285	223	\$21,854		\$0	649	\$76,593		\$118	
1.5.11	Development of Design Doment (Included with Design Submittals)		\$0	16	\$4,064	68	\$11,560	76	\$10,184	34	\$4,182	24	\$2,352	10	\$820	228	\$33,162		\$145	
Subtotal Alternative 2 Services (60%, 90%,100%) Services Labor:		0	\$0	60	\$15,240	243	\$41,310	334	\$44,756	389	\$47,647	287	\$28,126	10	\$820	1323	\$178,099		\$136	
Alternative 2 Services (60%, 90%,100%) Direct Expenses																	\$150			
Printing																	\$0			
Mileage																	\$0			
Per Diem																	\$0			
		Alternative 2 Services (60%, 90%,100%) Direct Expenses:															\$150			
Alternative 2 Services (60%, 90%,100%) Subcontractors																				
Retaining Wall Geotechnical Exploration and Design																	\$60,900			
Subconsultant Admin Fee (10%)																	\$6,100			
		Alternative 2 Services (60%, 90%,100%) Subcontractors:															\$67,000			
Subtotal Alternative 2 Services (60%, 90%,100%):																	\$245,249			

**ASHEVILLE REGIONAL AIRPORT
TAXIWAY A REHABILITATION PROJECT**

Preparation of Construction Drawings for the Taxiway A Rehabilitation Project - Alternative 2

List of Drawings/Plans Sheets					Sr. Project Manager	Sr. Engineer / Sr. Planner	Project Engineer	Sr. CAD Designer	CAD Tech	Admin / Clerical	Total MHS
	Total	60%	90%	100%/Bid							
Boring/Core Layout, Core Logs and Related Information	5	5	5	5	0	0	2	8	4	0	14
Access Control Plan/Staging Area/Haul Routes/Notes	1	1	1	1	0	2	4	4	8	0	18
Safety and Security Notes	1	1	1	1	0	0	2	8	4	0	14
Safety Plans, Notes & Details	1	1	1	1	0	2	4	4	4	0	14
Construction Phasing Plan Overview	1	1	1	1	0	2	4	4	4	0	14
Construction Phasing/Sequencing/Schedule Plans/Details/Notes	6	6	6	6	0	0	6	36	18	0	60
Existing Conditions Plans	4	4	4	4	0	0	8	24	12	0	44
Geometric Layout Plans	4	4	4	4	0	0	8	24	12	0	44
Demolition/Milling/Pavement Removal Plans	4	4	4	4	0	0	8	24	12	0	44
Grading and Drainage Plans	4	4	4	4	0	4	8	24	12	0	48
Grading and Drainage Notes	1	1	1	1	0	0	2	4	2	0	8
Rental Car Road Improvements Plan	3	3	3	3	0	3	6	9	9	0	27
Rental Car Road Improvements Profile	2	2	2	2	0	2	4	6	6	0	18
Retaining Wall Plans	3	3	3	3	0	3	6	9	9	0	27
Retaining Wall Profiles	3	3	3	3	0	3	6	9	9	0	27
Retaining Wall Cross Sections	10	10	10	10	0	4	8	30	30	0	72
Typical Sections; Pavement Joint/Tie-In Details (including temp. and permanent transition details)	2	2	2	2	0	0	2	8	8	0	18
Fence Layout and Security Plans	4	4	4	4	0	0	4	16	16	0	36
Fence Details	2	2	2	2	0	0	2	8	8	0	18
Miscellaneous Details	2	2	2	2	0	0	2	8	8	0	18
Erosion and Sediment Control Plan	6	6	6	6	0	0	6	24	24	0	54
Erosion and Sediment Control Details and Notes	4	4	4	4	0	0	4	4	4	0	12
TOTAL PLAN SHEETS	73	73	73	73	0	25	106	295	223	0	649
60% Design Submittal (rounded) - 60% effort					0	15	64	177	134	0	390
90%/100% Design Submittal (rounded) - 40% effort					0	10	42	118	89	0	259
check					0	25	106	295	223	0	649

60% Design Development Documents

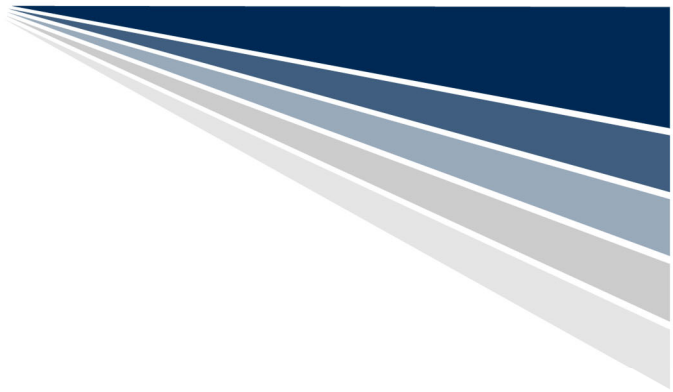
Prepare 60% Construction Safety and Phasing Plan (CSPP)						2	2	2			6
Prepare Development Technical Specifications (60%)						8	4			4	16
Sediment and Erosion Control Design and Application (Initial)						8	20	8	8		44
Retaining Wall Permit Application to Buncombe County (Initial)						8					8
Prepare Engineer's Report (60%)						4	4			2	10
Prepare Quantities and Estimates of Probable Construction Costs (60%)						4	8	8	4		24
Quality Assurance Review (60%)					8	4					12
Total					8	38	38	18	12	6	120

90%/100% Design Development Documents

Prepare Final Construction Safety and Phasing Plan (CSPP)						2	2				4
Prepare Development Technical Specifications (90%/100%)						4	4			4	12
Sediment and Erosion Control Design and Application (Final)						8	20	8	8		44
Retaining Wall Permit Application to Buncombe County (Final)						4					4
Prepare Engineer's Report (90%/100%)						4	4				8
Prepare Quantities and Estimates of Probable Construction Costs (90%/100%)						4	8	8	4		24
Quality Assurance Review (90%/100%)					8	4					12
Total					8	30	38	16	12	4	108
Total					16	68	76	34	24	10	228

POSITION		PRINCIPAL		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL			
Scope	AVCON, INC.	\$278		\$254		\$170		\$134		\$123		\$98		\$82		labor hours	Cost	Avg. Hourly Rate	
Task No.	Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost				
2.0	Bidding Phase Services																		
2.1	Assist AVL in advertising for and obtaining bids		\$0	4	\$1,016	4	\$680		\$0		\$0		\$0	4	\$328	12	\$2,024	\$169	
2.2	Issue addenda		\$0	4	\$1,016	8	\$1,360	4	\$536		\$0		\$0	4	\$328	20	\$3,240	\$162	
2.3	Attend and Conduct Pre-bid Conference		\$0	8	\$2,032	8	\$1,360	4	\$536		\$0		\$0		\$0	20	\$3,928	\$196	
2.4	Attend and Conduct Bid Opening (2)		\$0	12	\$3,048	12	\$2,040		\$0		\$0		\$0		\$0	24	\$5,088	\$212	
2.5	Acceptability of Contractors and their Sub-contractors		\$0	2	\$508	4	\$680		\$0		\$0		\$0		\$0	6	\$1,188	\$198	
2.6	Bid Evaluation		\$0	2	\$508	4	\$680		\$0		\$0		\$0	2	\$164	8	\$1,352	\$169	
Subtotal Bidding Phase Services Labor:		0	\$0	32	\$8,128	40	\$6,800	8	\$1,072	0	\$0	0	\$0	10	\$820	90	\$16,820	\$187	
Bidding Phase Direct Expenses																			
Printing																		\$500	
Mileage																		\$600	
Per Diem																		\$150	
																		Bidding Phase Direct Expenses:	\$1,250
Bidding Phase Subcontractors																			
None																			
																		Bidding Phase Subcontractors:	\$0
																		Subtotal Bidding Phase:	\$18,070

Scope Task No.	POSITION	CONSTRUCTION INSPECTOR		SR. PROJECT MANAGER		SR. ENGINEER / SR. PLANNER		PROJECT ENGINEER		SENIOR CADD DESIGNER		CADD TECH		ADMINISTRATIVE		TOTAL		
	AVCON, INC.	\$107		\$262		\$176		\$139		\$127		\$101		\$85		labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
3.0	CONSTRUCTION PHASE SERVICES (8 MONTHS), PLUS AN ADDITIONAL 2 MONTHS FOR PROJECT START-UP AND CLOSE-OUT																	
3.1	Released for Construction Documents		\$0	2	\$524	4	\$704	8	\$1,112	8	\$1,016	8	\$808		\$0	30	\$4,164	\$139
3.2	Pre-Construction Conference		\$0	8	\$2,096	8	\$1,408	8	\$1,112		\$0		\$0		\$0	24	\$4,616	\$192
3.3	Construction Meetings and Site Visits																	
3.3.1	Weekly Construction Meetings and Site Visits (40)		\$0	64	\$16,768	320	\$56,320	40	\$5,560		\$0		\$0		\$0	424	\$78,648	\$185
3.3.2	Prepaving Meeting		\$0	8	\$2,096	8	\$1,408	8	\$1,112		\$0		\$0		\$0	24	\$4,616	\$192
3.3.3	Meeting Agendas and Notes		\$0		\$0	40	\$7,040	40	\$5,560		\$0		\$0		\$0	80	\$12,600	\$158
3.4	Recommendations with Respect to Defective Work		\$0	4	\$1,048	16	\$2,816	4	\$556		\$0		\$0		\$0	24	\$4,420	\$184
3.5	Clarifications and Interpretations		\$0	4	\$1,048	16	\$2,816	4	\$556		\$0		\$0		\$0	24	\$4,420	\$184
3.6	Change Orders		\$0		\$0	16	\$2,816	8	\$1,112	8	\$1,016	4	\$404	4	\$340	40	\$5,688	\$142
3.7	Shop Drawings and Samples		\$0		\$0	20	\$3,520	40	\$5,560	20	\$2,540		\$0		\$0	80	\$11,620	\$145
3.8	Substitues and "or equal"		\$0	4	\$1,048	8	\$1,408		\$0		\$0		\$0		\$0	12	\$2,456	\$205
3.9	Inspections and Tests		\$0		\$0	24	\$4,224	24	\$3,336		\$0		\$0		\$0	48	\$7,560	\$158
3.10	Disagreements between AVL and Contractor		\$0		\$0	16	\$2,816	8	\$1,112		\$0		\$0		\$0	24	\$3,928	\$164
3.11	Applications for Payment (12)		\$0		\$0	48	\$8,448	24	\$3,336		\$0		\$0	12	\$1,020	84	\$12,804	\$152
3.12	Substantial Completion (2 Visits)		\$0	16	\$4,192	16	\$2,816		\$0		\$0		\$0		\$0	32	\$7,008	\$219
3.12	Construction Quality Assurance Testing Services Coordination During Construction		\$0		\$0	48	\$8,448	32	\$4,448	16	\$2,032		\$0		\$0	96	\$14,928	\$156
3.13	Construction Quality Assurance Surveying Coordination		\$0		\$0	8	\$1,408	8	\$1,112	8	\$1,016	8	\$808		\$0	32	\$4,344	\$136
3.14	Project Coordination (with AVL and RPR)		\$0	40	\$10,480	160	\$28,160	40	\$5,560		\$0		\$0		\$0	240	\$44,200	\$184
3.15	Deliverables - Record Drawings		\$0		\$0	4	\$704	4	\$556	8	\$1,016	8	\$808		\$0	24	\$3,084	\$129
Subtotal Construction Phase Services Labor:		0	\$0	150	\$39,300	780	\$137,280	300	\$41,700	68	\$8,636	28	\$2,828	16	\$1,360	1342	\$231,104	\$172
Construction Phase Direct Expenses																		
Printing																		\$1,500
Mileage																		\$7,400
Per Diem																		\$2,200
Construction Phase Direct Expenses:																		\$11,100
Construction Phase Subcontractors																		
QA/QC Testing (Budget)																		\$0
Retaining Wall Testing and Oversight (Budget)																		\$0
QA/QC Survey (Budget)																		\$0
Subconsultant Admin Fee (10%)																		\$0
Construction Phase Subcontractors:																		\$0
Subtotal Construction Phase:																		\$242,204



February 16, 2024

James M. Moose, P.E.
Regional Manager | AVCON, INC.
Engineers and Planners
10115 Kincey Avenue, Suite 140
Huntersville, NC 28078
Office: 704.954.9008
Cell: 704.650.6050
Email: jmoose@avconinc.com

Proposal for providing Professional Land Surveying Services for the AVL Taxiway A Rehab project at the Asheville Regional Airport in Fletcher, North Carolina.

Dear James M. Moose,
Thank you for considering JMT to provide Professional Services for this important project. JMT is well suited to provide you with the highest level of services available on this project. JMT understands the AVCON has requested Surveying and SUE services in the areas shown below in Figure 1. I have outlined the Scope of services and fee below.

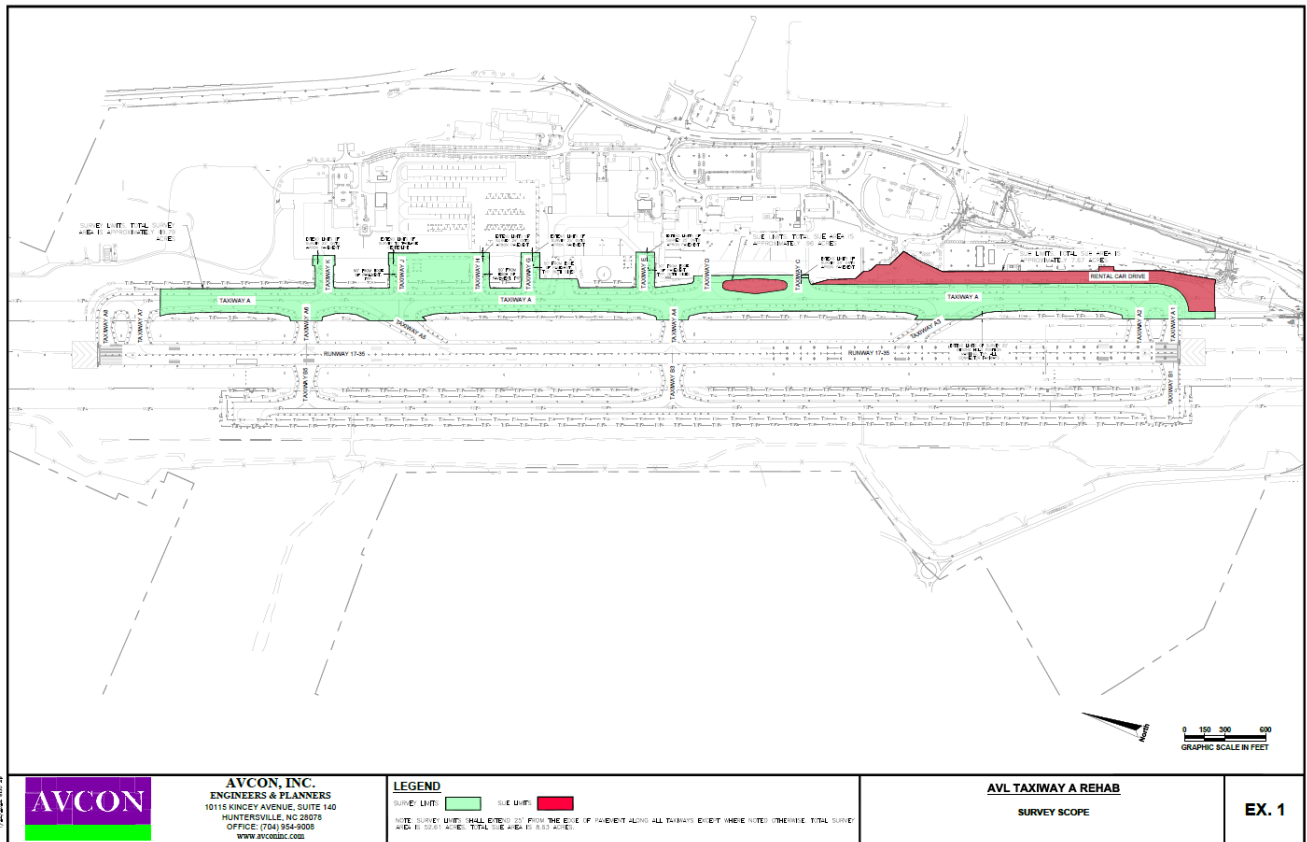


Figure 1. Provided by AVCON.



Scope of Survey

JMT will provide a topographic survey that will include the areas as defined Figure 1 and as more clearly defined by PDF emailed 1/31/2024. The green area represents survey only area, while the red represents combined Survey and SUE Level B. The survey shall be prepared, stamped, and sealed by a current North Carolina State Licensed Land Surveyor, and shall be provided in the manner defined under section "Deliverables". The survey shall include, but not be limited to, the following requirements:

1. Survey to be to 21 NCAC 56.1606 standards of Horizontal Class AA accuracy and Vertical Class A accuracy.
2. Horizontal control shall be based on NC State Plane Coordinate System NAD 83. Vertical control shall be based on NGS NAVD 88 Datum and tied to AVL Terminal Expansion Project.
3. Topographic Survey of Green area shall include above ground physical improvements only. This includes, but is not limited to; concrete, pavement, above ground utilities, runway lights, drainage structures, walls, fences, signs and buildings. This area does NOT include SUE Level B or gravity utilities. JMT will collect all data in this area via a mobile scan with the exception of a +/- 2.5 acre grass area between Taxiway H and Taxiway J which will be collected via conventional methods.
4. Topographic Survey of Red area shall include physical improvements and Level B SUE. This includes, but is not limited to; concrete, pavement, above ground utilities, runway lights, drainage structures & pipes, gravity sanitary sewer, walls, fences, signs and buildings.
5. SUE Level B shall include the following:
 - a. JMT will Locate, Mark on ground, and Survey any underground utility found using Geophysical locators and GPR Technology in project limits shown above to Level B standards. Level B does NOT include depth of utilities. Utility location services will be provided in a manner consistent with standards of the subsurface utility mapping industry. A reasonable effort will be made to locate all systems of interest. However, it cannot be guaranteed that all existing utility systems can or will be detected. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on records that are made available. Non-utility structures such as, but not limited to: foundations, irrigation systems, septic systems, wells, tunnels, concrete or metal structures, sizes and limits of subsurface utility vaults and manholes will not be located.
 - b. JMT will contact the various utility owning agencies, as deemed appropriate, to request and acquire records of the existing underground facilities. Utility record information will be used as an aid in the identification of the number, identity, size and material of utilities located in the field. Records will not be used as a substitute for actual geophysical location unless the system cannot be verified electronically using industry standard techniques for this level of investigation.
6. Contours to be shown at one-foot intervals. Additionally, elevations to shown to the nearest 0.01" on the existing asphalt pavement.

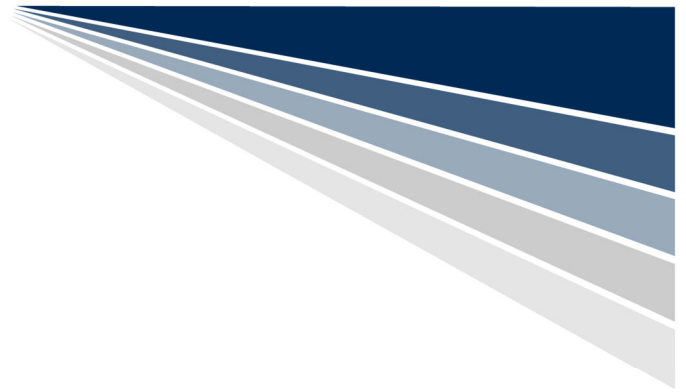


7. Spot elevations to be shown at:
 - a. Control points.
 - b. Scanning Panel points.
 - c. Scanning QC points.
 - d. Random Ground check points.

SURVEY APPROACH

JMT acknowledges that while some of this work is off the airfield, most of it is on the airfield and will need to be done with a badged staff member. Work along Taxiway A will need to be completed at night between 9 pm and 5 am. Work on Taxiways E, G, H, J and K could be done during the day up to the Taxiway Safety Area/Object Free Areas. JMT intends to badge up to 5 personnel for this project. JMT will adhere to AVL safety policies and procedures. JMT will coordinate with AVL airport authorities to maximize time on Taxiway A and minimize interference with air traffic.

1. JMT intends to set 4 GNSS control points at either end of Taxiway A.
2. JMT will set +/- 50 panels/tiles (12"x12" adhesive tile) with 2" mag nails for mobile scanning control. Nails will be identified by either a small amount of flagging or small painted numbers. Whichever is directed by the Airport.
 - a. Nails will be set every 500' on either side of the taxiway. When it is time to conduct the mobile scan, we will place adhesive vinyl tiles near each nail. The tiles will be pulled after data capture. Nails will need to be placed and identified before panel/tile placement and mobile scanning. (1 night to set nails)
 - b. For Rental Car Road we will set one panel every 500' alternating back and forth on the road. Panels for Rental Car Road can be the same as above or of a more permanent nature.
3. JMT will run a conventional traverse and electronic levels between GNSS control points and through the scanning panel control to apply coordinates to these points. This will include the use of small spotlights and up to 3 trucks. As traverse is being run, scanning QC points will be collected separately from panel control. (7-8 nights for control)
4. JMT will run conventional traverse and electronic levels for additional control along Rental Car Road as needed. (1 night)
5. JMT will attempt to place adhesive panels/tiles at each nail, conduct the mobile scan, and remove the panels/tiles in one night. This will require up to 3 trucks. Two crews will place panels/tiles. Upon completion and clearance of personnel and other vehicles, the specialized mobile scan truck will calibrate and then conduct the scan. Upon completion scan the panels/tiles will be pulled. (1 night.)
6. JMT will coordinate with AVL airport authorities to conduct topographic and SUE surveys in the Taxiway Safety Area/Object Free Areas not captured by the mobile scan after the project control is completed. (2 nights.)
7. JMT will conduct topographic and SUE surveys outside of the Taxiway Safety Area/Object Free Areas in the day.
8. After collection, registration, extraction, and QC of scan data, it will be merged with the conventional topographic survey data to create one drawing.



DELIVERABLES

1. PDF stamped and sealed map showing topographic data, and all the above.
2. Digital copy of survey in Civil 3D 2021 or higher shall be provided electronically.

SCHEDULE

Access is to be coordinated and scheduled with Asheville Regional Airport prior to any work on site. JMT will begin the badging process within two weeks of the fully executed contract. Upon badging completion, JMT will begin field work within 1 week. After the completion of field work, JMT will send deliverables within 4 weeks if not before. Due to weather conditions, and air traffic conditions delays could push the schedule back.

Not Requested

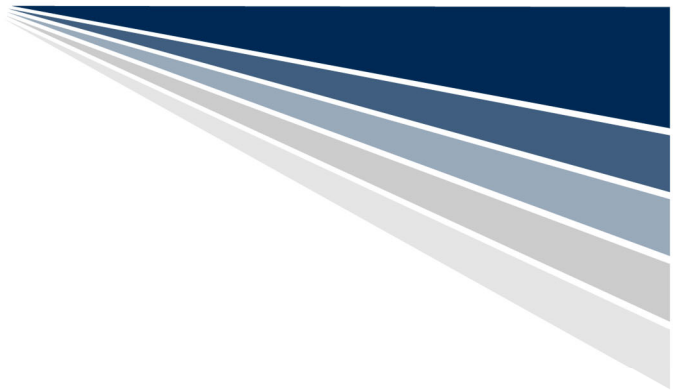
1. Boundary Survey
2. Construction staking
3. Level A Test Holes.



Cost Breakdown and Hours

Task	Hours/Units	Rates	Note	Totals
Survey Control-GNSS	8	175	2-man Crew	1400
Survey-Conv Control-Trav/Level	18	250	3-man Crew	4500
Survey-Topo 11acres non taxiway	40	175	2-man Crew	7000
Survey-Panels(Set) NIGHT	25	195	2-man Crew NIGHT	4875
Survey-Panels(Trav, Level) NIGHT	88	290	3-man Crew NIGHT	25520
Scanning extra man (night)	20	90	Tech-1	1800
Research/SUE	2	150	SUE Designator	300
SUE-Designating 8.5 acres	40	150	SUE Designator	6000
SUE-Surveying	10	175	2-man Crew	1750
Control Adjustments	40	150	CADD Tech 5	6000
CADD TECH	50	115	CADD Tech 4	5750
Scanning (Collection, registration, extraction, QC)	1	27500	Mobile Scan	27500
Badging	1	4300	Badging	4300
Supplies	1	500	Supplies	500
PLS/Project Management	50	210	PLS/PM	10500
				107695

Total FEE: \$107695



Additional Services: JMT offers many other services not included in this Scope and fee such Boundary Surveys, Level A-D SUE, and construction staking, to name a few. We would be happy to estimate fee for these services. If you have any questions, please contact me at Office: (828)253-2796 or email at kssluder@jmt.com

Thank you,

A handwritten signature in black ink that reads "Karsten Sluder". The signature is written in a cursive, flowing style.

JOHNSON, MIRMIRAN & THOMPSON, INC.

Karsten Sluder, PLS (NC,GA,KY,VA)

Senior Associate

Project Manager, Survey/SUE

1318-F Patton Ave. Asheville, NC 28806

O: 828.253.2796 D: 828.221.1340

kssluder@jmt.com

jmt.com



TERMS & CONDITIONS

A. General Provisions

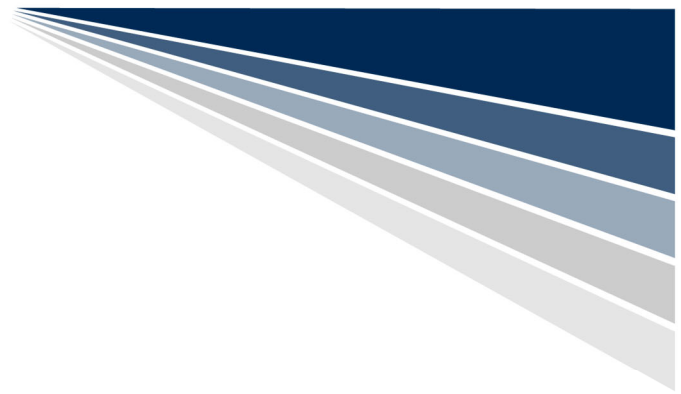
JMT agrees that this proposal shall remain open for 30 days from the date of this proposal. Acceptance of the proposal after the end of the 30 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.



B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

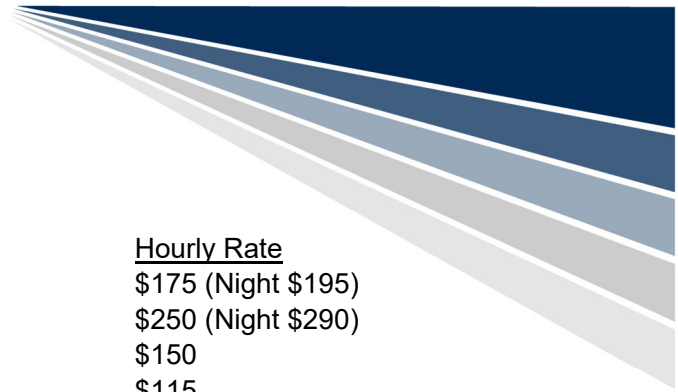
In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.



<u>Classification</u>	<u>Hourly Rate</u>
2-Person Survey Crew	\$175 (Night \$195)
3-Person Survey Crew	\$250 (Night \$290)
SUE Designator	\$150
CADD Tech	\$115
PLS/Project Manger	\$210

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

D. Insurance

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

E. Termination

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of its performance of the Services, but only to the extent caused by the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

G. Standard of Care

JMT will perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions. JMT makes no representations or warranties, express or implied, with respect to its services.

H. Severability



If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: _____

DATE: _____

BY: _____

TITLE _____



February 2, 2024

AVCON
10115 Kinsey Avenue, Suite 140
Huntersville, NC 28078

Attention: Mr. James Moose

Reference: **Proposal for Geotechnical Exploration and Environmental Services
Asheville Regional Airport – Taxiway A Rehab**
Arden, North Carolina
S&ME Proposal No. 24410003

Dear Mr. Moose:

The S&ME, Inc. (S&ME) submits this proposal for geotechnical exploration and environmental services related to the proposed repaving and expansion at the Asheville Regional Airport. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached to and is incorporated as part of the proposal.

◆ Project Description

Information regarding the project was provided by James Moose and Mr. Kaith Bagby Jr. of AVCON, Inc. via email to Matt McCurdy with S&ME between January 3 and 5, 2024. The project was also discussed in a phone call between Mr. Moose and Mr. McCurdy on January 5, 2024. Included in these emails were the following documents:

- AVL Taxiway A Rehab – Survey Scope (Sheet EX. 1) indicating the area for the proposed categorial exclusion.
- AVL Taxiway A Rehab – Geotechnical Boring Layout Exhibit (Sheet EX. 2) indicating 14 requested location for pavement evaluation.
- A marked up aerial image from Mr. Bagby indicating the approximate location of a proposed retaining wall along the southeastern end of Taxiway A.

We understand that the Asheville Regional Airport is planning to mill and replace areas of the existing Taxiway A and considering constructing a retaining wall along the southeastern end of the site between Taxiway A and Rental Car Drive. AVCON estimates milling about 4 to 6 inches of the taxiway asphalt pavement and placing new asphalt. However, one small taxiway will be moved and replaced in a new location. The proposed retaining wall is anticipated to be a fill wall about 2,500 feet in length, retaining fill, with a maximum height of up to 30 feet. A specific retaining wall type was not indicated, but we have experience with similar height fill retaining walls at the AVL property have recently consisted of large gravity block type walls with mechanically stabilized earth (MSE).

Mr. Moose and Mr. Bagby requested that we prepare a proposal for geotechnical services including an evaluation of the existing pavement materials and underlying subgrades and a geotechnical exploration along the proposed



Proposal for Geotechnical Exploration and Environmental Services Asheville Regional Airport – Taxiway A Rehab

Arden, North Carolina
S&ME Proposal No. 24410003

new retaining wall alignment. Also requested were environmental/natural/cultural resources services for the proposed repaving and retaining wall construction activities. We understand that coring and soil evaluation work on the existing Taxiway A will need to be performed at night between 12AM and 5AM; however, we anticipate the field work for the CATEX and borings for the proposed retaining wall will be able to be performed during the day. We understand a Notice to Airmen (NOTAM) may be required, depending on the height of the drill rig used. We anticipate this NOTAM will be prepared and submitted by AVL. Additionally, we understand Asheville Regional Airport will provide our representatives with an escort during the field work.

The proposed project is expected to qualify as a Federal Aviation Administration (FAA) categorical exclusion (CATEX) pursuant to compliance with the National Environmental Policy Act (NEPA). In this type of CATEX, the project will require completion of the form provided in FAA document Office of the Associate Administrator for Airports (ARP) Standard Operating Procedures (SOP) 5.10 – *CATEX Determinations*, to document findings; however, supplemental information must additionally be presented to support the findings.

Specific FAA actions subject to NEPA review include, but are not limited to, grants, loans, contracts, leases, construction and installation actions, procedural actions, research activities, rulemaking and regulatory actions, certifications, licensing, permits, plans requiring approval, and legislation proposed by the FAA. A CATEX refers to a category of actions that do not individually or cumulatively have a significant effect on the environment. A CATEX is not an exemption or waiver of NEPA review; it is a level of NEPA review. Based on our understanding of the current project needs, we have prepared the following scope of services, which entails the preparation of CATEX documentation for the project.

◆ Scope of Services

S&ME proposes to provide the following services.

Task 1 – Taxiway A Subgrade Evaluation

- Coordinate with airport personnel and AVCON representatives to gain site access to S&ME and subcontractor personnel. We understand AVL will provide an escort for the work, but our personnel may be required to attend a safety meeting at the beginning of each evening's work.
- Contact NC 811 to field mark member underground utilities in the vicinity of the planned test locations. (this is required by law, although we anticipate the private utilities at this site will require location and marking by a private utility locator).
- Field layout of the 14 requested test locations using Global Positioning System (GPS) equipment and/or measuring from existing site features based on the provided documents. Some locations may be adjusted based on observations in the field. During the layout portion of the project, we will subcontract a private utility locator to identify private utilities not marked by NC 811 in the general vicinity of the planned test locations.
- We will subcontract with a pavement coring contractor to core the pavement at each test location. This service through a subcontractor to S&ME is important due to the depth of asphalt sections expected within the pavement areas to be explored. We will measure the thicknesses of the asphalt and underlying subbase and/or crushed stone base course (if present). Photographs of the cores will be taken in our laboratory.



- After removing the pavement materials, we will perform Kessler DCP testing to evaluate the stone base (where practical) and soil subgrade consistency to a depth of approximately 2 to 3 feet below the bottom of the pavement at each coring location. We will then perform a shallow hand auger boring at up to about 5 to 7 of the test locations to obtain representative samples of the subgrade soils from within the tested layers.
- After checking for the presence of subsurface water, we will backfill the augered holes with soil and gravel, and the pavement at all coring locations will be patched with low shrink grout material.
- We estimate at least 4 nights will be required to complete the field work (1 for layout/private utility location and 3 for coring and testing).
- At our laboratory, we will blend the soil samples (based on similar soil features) to prepare up to two (2) composite bulk soil samples. Composite samples will be subjected to index tests (moisture content, grain size, Atterberg limits), modified Proctor compaction testing, and California Bearing Ratio testing for pavement section thickness design (by AVCON).
- Following completion of the field work, we will prepare a formal report to document our findings of the exploration and the laboratory testing results. The report will describe the existing pavement section thicknesses and subgrade conditions. We will also present recommendations for appropriate subgrade support (K) values, based on the CBR/Kessler DCP test data, for use by AVCON in the pavement design. The report will be sent to you electronically in PDF format.

Task 2 – Geotechnical Exploration for Site Retaining Wall

- Coordinate with airport personnel and AVCON representatives to gain site access to S&ME and subcontractor personnel. We understand AVL will provide an escort for the work.
- Contact NC 811 to field mark member underground utilities in the vicinity of the planned test locations. (this is required by law, although we anticipate the private utilities at this site will require location and marking by a private utility locator).
- Field layout of the soil boring locations at spacings of approximately 100 feet along the proposed wall alignment using GPS equipment and/or measuring from existing site features (about 26 borings anticipated). We anticipate these borings will be predominately laid out along the existing gravel haul road located between the existing Taxiway A and Rental Car Drive. During the layout portion of the project, we will subcontract a private utility locator to identify private utilities not marked by NC 811 in the general vicinity of the planned test locations.
- Mobilization of a truck-, ATV-, or track- mounted drill rig to the site.
- Performance of soil test borings with Standard Penetration Tests to depths of 10 to 30 feet, or auger refusal, whichever occurs first. A total of 440 feet of drilling is budgeted for this project.
- A bulk sample will be obtained at about 3 of the boring locations for use in laboratory testing. Additionally, about 2 bulk samples will be shoveled from the fill slope and about 4 relatively undisturbed (Shelby tube) samples will be attempted.
- Backfill boreholes with soil cuttings and install a hole closure device near the ground surface.
- Stratification of the boring soil samples by a geotechnical professional.
- Laboratory testing including natural moisture contents, Atterberg limits, grain size distribution, standard Proctor compaction, direct shear, and triaxial shear (if undisturbed samples are obtained).
- Evaluation of the subsurface conditions encountered in light of the proposed construction.



- Preparation of an engineering report summarizing our understanding of the proposed construction, exploration, subsurface conditions, and recommendations. The report will include or address:
 - ◆ Boring location plan;
 - ◆ Boring logs;
 - ◆ Description of the project background and existing site conditions;
 - ◆ Description of the subsurface conditions encountered;
 - ◆ Retaining wall subgrade preparation and foundation recommendations; and
 - ◆ Recommended design parameters for the proposed retaining wall.

Task 3 – CATEX Review

An S&ME Natural Resources professional will visit the project area in order to take representative photographs of the project area and characterize observed habitat conditions. Additional information proposed to be collected is outlined below.

Federally Listed Species and Habitat Assessment

To address potential concerns related to federal listed species in compliance with the Endangered Species Act (ESA) of 1973 (16 USA 1531-1543), as amended, S&ME will perform a Federally Listed Species and Habitat Assessment of the project area. This task will begin with a review of the U.S. Fish and Wildlife Service (USFWS) current list of protected species for the site vicinity using the USFWS Information for Planning and Consultation (IPaC) online system. S&ME will also consult with the North Carolina Natural Heritage Program (NCNHP) online database for documentation of current or historical Element Occurrences (EOs) of federally listed species, natural areas, and/or managed areas within a one-mile radius, and including, the project area. S&ME personnel will incorporate the results of these reviews with the pedestrian review of the project area to locate potential habitat or the presence of federally listed species that were identified through the records review.

Please note that this assessment does not include sampling for bats and/or aquatic federally listed species. This assessment is limited to the presence or absence of those species' habitat as well as for those species assessed outside of the optimal survey window as set by the USFWS.

In the event that federally listed species or potential federally listed species are identified during field review, a separate proposal may be necessary for additional fieldwork or agency coordination associated with the identified federally listed species. The results of the field review for federally listed species will be summarized in the environmental documentation.

Jurisdictional Waters Assessment

To address potential concerns related to jurisdictional waters, S&ME will conduct a jurisdictional waters assessment within the project area. The purpose of the jurisdictional waters assessment is to identify potential waters of the U.S. (WOTUS), which includes wetlands and non-wetlands such as streams, tributaries, and open waters, and demarcate the boundaries between those areas and upland areas. Jurisdictional WOTUS are regulated by the U.S. Army Corps of Engineers (USACE). To receive verification from the USACE, the on-site



jurisdictional boundaries must be delineated and mapped. S&ME’s approach to performing the delineation includes the following activities.

S&ME Natural Resources professionals will review supporting information prior to initiating field activities such as U.S. Geological Survey (USGS) Topographic Maps, local soil survey data, National Wetlands Inventory (NWI) mapping, and the U.S. Department of Agriculture (USDA) Hydric Soils of the U.S. publication. S&ME Natural Resources professionals will then field review the property and identify areas with conditions consistent with wetlands in accordance with guidance set forth in the 1987 USACE Wetland Delineation Manual as amended by the Eastern Mountains and Piedmont Region Supplement Guide. S&ME professionals will document field conditions at specific locations with photographs and by using the USACE Routine Wetland Determination Data Form. The boundaries of areas determined to be potentially jurisdictional wetlands will be marked with sequentially numbered flagging and located with a GPS receiver capable of sub-meter accuracy.

S&ME will also field review the property for streams or other non-wetland WOTUS (tributaries, open waters). Drainage features identified during the field review will be assessed and will be classified as either non-jurisdictional or potentially jurisdictional. If appropriate, S&ME will use the NCDEQ-DWR Stream Classification Form (Ver. 4.11) to document characteristics of identified drainage features on the day of the assessment. S&ME will then similarly demarcate the boundaries of potentially jurisdictional non-wetland waters of the U.S. with sequentially numbered flagging and located with a GPS receiver capable of sub-meter accuracy.

S&ME will then post-process the GPS field data and prepare a computer-generated feature exhibit that incorporates available topography and aerial orthophotography depicting the approximate extent and location of potentially jurisdictional features. This and a discussion of any delineated WOTUS will be included in the CATEX document. The GPS data will be provided to the client for reference and to assist surveyors (retained by others) in locating delineated areas. Please note the collection and presentation of GPS data points is for informational and reference uses only and does not constitute a surveyed wetland boundary plat.

State Agency/Cultural Resources/Tribal Consultation

Upon completion of the site visit, S&ME will prepare a scoping package that will include project information, mapping and site photographs and submit it to the North Carolina State Clearinghouse (NC SCH) for their distribution to appropriate state agencies so that state agencies can comment on the proposed project. Responses received will be incorporated into the CATEX documentation, discussed below.

S&ME will review readily available online resources including the National Register of Historic Places (NRHP) and the North Carolina State Historic Preservation Office (SHPO) website to identify historic properties including archaeological sites and historic resources (structures) that are listed on, or eligible for listing on, the NRHP. S&ME will summarize our resource review and correspond with the SHPO through the NC SCH to obtain comments relative to the proposed project. It is important to note that this scope of service does not include survey efforts necessary to identify undocumented resources or the evaluation of NRHP-eligibility of documented resources identified during this research. SHPO may find that additional survey and/or evaluation efforts are necessary during their review. The results of SHPO scoping will be included in the CATEX document, as appropriate.



A component of the CATEX document also includes consultation with certain Tribal Historic Preservation Offices (THPO). This consultation is conducted directly between the THPO and the FAA. S&ME will consult with the United States Department of Housing and Urban Development (US HUD) online Tribal Directory Tool for a list of tribes that have an interest in the site vicinity and contact the appropriate FAA individual to initiate the consultations. The results will be included in the appropriate section of the CATEX document.

CATEX Documentation

S&ME will complete the form provided in FAA document Office of the ARP SOP 5.10 – *CATEX Determinations* and will attach supplemental materials, as appropriate, to support the presumed findings that the proposed project will not result in significant adverse environmental impacts. This submittal may include information provided by others outside of S&ME. A deliverable for this task will include a draft copy of the FAA CATEX Form with supporting environmental documentation, to be submitted to the client/airport sponsor. Upon approval of the draft, S&ME will complete the environmental documentation to be forwarded to the NC Department of Transportation (NC DOT), Division of Aviation (DOA) for approval. S&ME will coordinate, as necessary, with the airport sponsor to communicate findings and to receive concurrence regarding appropriate actions. This task includes time for one S&ME professional to attend up to three hours of conference call meetings.

Task 4 – Retaining Wall Design

The following scope of services is proposed for this project based on the information we have been provided and our understanding of the project. Using the provided and most recent grading plans, we will design the proposed site retaining wall as follows:

- Review the soil test borings and laboratory data for the project site (obtained in the previous portion of this scope).
- Design the proposed MSE retaining wall in accordance with National Concrete Masonry Association (NCMA).
- Perform global stability analyses.
- Prepare and submit construction drawings sealed by a registered Professional Engineer in the state of North Carolina.
- Construction drawings will include wall face elevations, typical wall section(s), wall embedment depth(s), geogrid lengths, design loads, details required for wall construction, and construction specifications.

◆ Excluded Services

Without attempting to be a list of all services or potential services that will be excluded from this proposal, the following services are specifically excluded from this proposal.

- Performance of field work for Task 2 and 3 outside of regular business hours.
- Providing airport badged personnel.
- Surveying of as-drilled boring locations.
- Clearing vegetation for access.
- Pavement design.



- Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- Environmental site assessment (i.e., the assessment of site environmental conditions or testing for the presence of contaminants in the soil, surface water or groundwater).
- Construction-phase services (i.e., monitoring of construction or testing of construction materials).
- 8-Step Process for Floodplain/Wetland Impacts.
- Nationwide Permit (NWP) or Individual Permit (IP) Preparation or Wetland and Stream Mitigation activities/fees.
- Fish/mussel/turtle/bat surveys or other sampling for aquatic species.
- Additional site visits to confirm the presence or absence of protected species if potential habitat is located and original protected species survey was conducted outside the optimal survey window for the floral species or if new species are added.
- On-site meetings with the USFWS or biological assessments/formal Section 7 consultation with the USFWS.
- Direct consultation with THPOs.
- Wall Final Construction Letter.
- Submission of retaining wall design documents to contractors for pricing or to regulatory agencies for permitting.
- Revisions to wall design documents resulting from revised grading and/or changed conditions.
- Surveying and/or wall layout.
- Civil design, including surface water management.

If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

◆ **Client Responsibilities**

The Scope of Services, fee, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Execute our Agreement for Services (attached Form AS-071) or provide other written authorization.
- ◆ Provide access to the property and permission to perform the proposed work.
- ◆ Provide information regarding underground utilities (if available).
- ◆ Provide the latest site/grading plans and project information (if available).
- ◆ Provide an AVL escort for field activities.

As part of our scope of services, we will request that buried utilities be located on the site by the North Carolina 811 (NC 811) and subcontract a private utility locator. NC 811 has information primarily limited to public utilities located within public rights-of-way. They do not typically include private utilities located outside the rights-of-way. Therefore, any on-site private utilities must be identified to us. We will not be responsible for damage to private or public utilities that are not identified to us prior to our commencing work.



◆ **Schedule and Fee**

We propose to complete the services outlined above for the following lump sum fees.

Task	Scope Description	Fee
Task 1	Taxiway A Subgrade Evaluation – Field Exploration and Report Preparation	\$22,800
	Private Utility Location	\$1,500
	Pavement Coring	\$3,600
	Laboratory Testing	\$1,500
	Subtotal	\$29,400
Task 2	Geotechnical Exploration for Site Retaining Wall – Field Exploration and Report Preparation	\$31,700
	Private Utility Location	\$1,200
	Laboratory Testing	\$6,000
	Subtotal	\$38,900
Task 3	CATEX	\$12,000
Task 4	Retaining Wall Design	\$22,000
	Total	\$102,300

We anticipate we can begin the field work for Task 1 within about 2 weeks of authorization, depending on the availability of AVL staff for escorting our personnel. We anticipate private utility location and marking of coring locations will take 1 night and coring/subgrade testing/patching will take 3 nights. We anticipate laboratory testing will require 2 weeks and report preparation will require another 1 to 2 weeks. In summary, we anticipate we can submit our report for Task 1 within about 7 weeks of authorization. However, we can provide verbal results after the field work is complete, if requested.

Based on current drill rig availability, we anticipate that we can mobilize a drill rig for Task 2 to the site within approximately 2 to 3 weeks from receiving formal authorization to proceed. We expect the drilling will take 4 days to complete but could take longer depending on weather and/or site conditions. We anticipate laboratory testing will require 2 to 3 weeks and report preparation will require another 1 to 2 weeks. In summary, we anticipate we can submit our report for Task 2 within about 9 weeks of authorization. However, we can provide verbal results after the field work is complete, if requested.

Field work associated with Task 3 will be completed within three weeks of notice to proceed. The Environmental Documentation services can generally be completed within five weeks of visiting the site for Task 3, pending receipt of state agencies, SHPO and THPO responses to scoping. State agencies, SHPO and THPO responses to scoping are dictated by their schedule and S&ME has no control over their schedules; but this typically takes 30 to 45 days.



◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the AS-071 and returning a copy to our office. We will then proceed with the performance of services. If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via e-mail, and if you chose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

This proposal is solely intended for the Basic Services as described in the Proposed Scope of Service. The Scope of Service may not be modified or amended, unless the changes are first agreed to by the client and S&ME. Use of this proposal and resulting documents, including the final report, are limited to the referenced project and client. No other use is authorized by S&ME.

◆ Closing

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of any further assistance, please call us.

Sincerely,

S&ME, Inc.

Christopher Fujita-Mentch, PE
Associate Project Manager

Matthew H. McCurdy, PE
Principal Engineer/Project Manager

Suzanne L. Knudsen
Natural Resources Project Manager

CATEX portion senior reviewed by Chris Daves

Attachment: Agreement for Services (AS-071)



AGREEMENT FOR SERVICES

Form AS-071

Date:	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: (hereafter Client)
Address: City: State: Zip:	Address: City: State: Zip:
Telephone: Fax:	Telephone: Fax:
PROJECT	
Project Name:	
Project location: (Street Address)	
City:	State: Zip:
SERVICES TO BE RENDERED	
Proposal Number: dated: is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION**:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

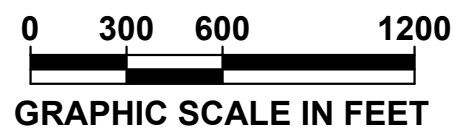
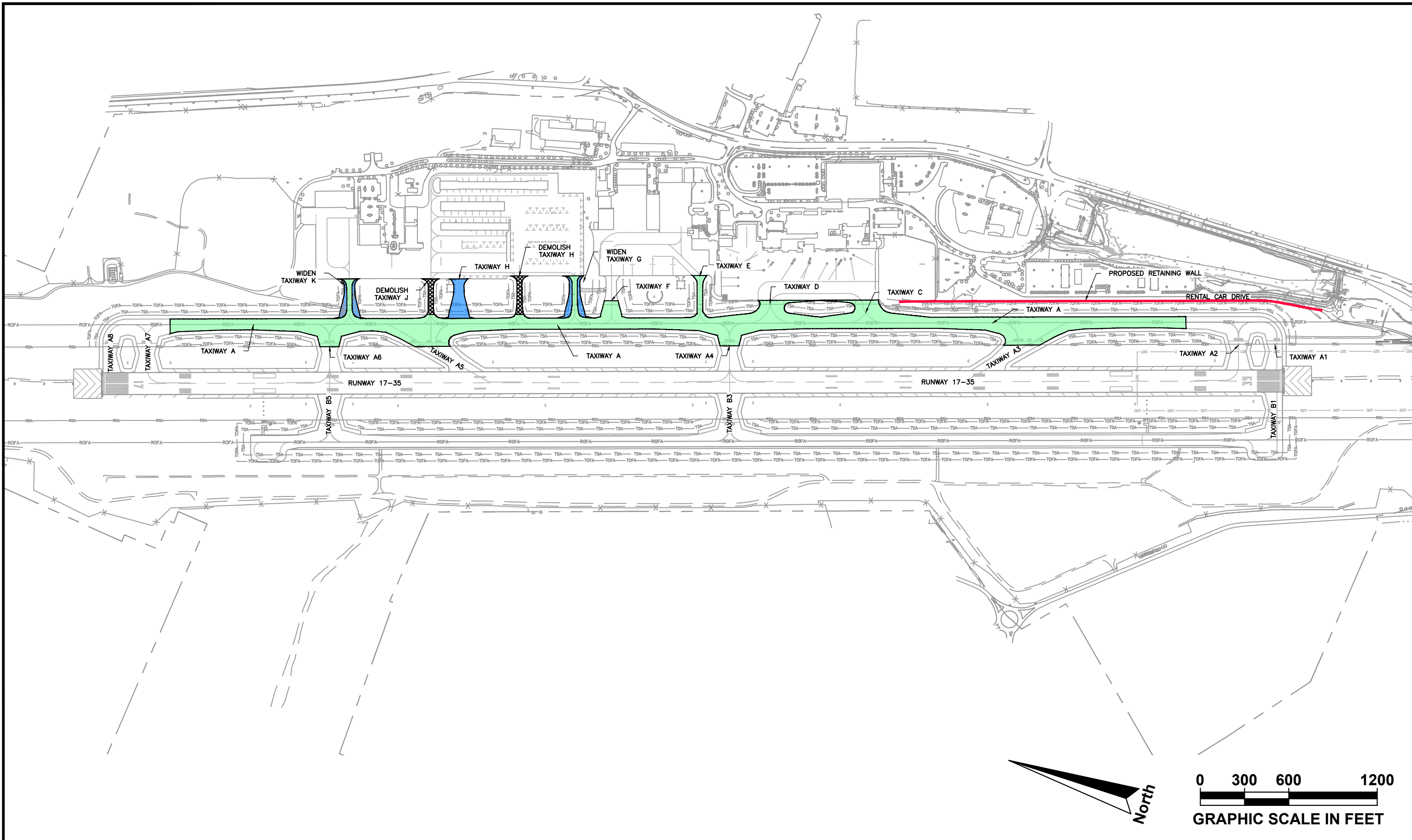
DATE: _____

DATE: _____

PROPOSAL NUMBER: _____

Client's FAXED or DIGITAL signature to be treated as original signature

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AVCON, INC.
ENGINEERS & PLANNERS
10115 KINCEY AVENUE, SUITE 140
HUNTERSVILLE, NC 28078
OFFICE: (704) 954-9008
www.avconinc.com

LEGEND

- PROPOSED TAXIWAY RELOCATION / WIDENING
- PAVEMENT REHABILITATION
- TAXIWAY TO BE DEMOLISHED

AVL TAXIWAY A REHABILITATION

NEPA

EX. 1



MEMORANDUM

TO: Members of the Airport Authority

FROM: Samuel C. Sales
Public Safety Chief

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item C

Approve Purchase of New Aircraft Rescue and Fire Fighting (ARFF) Vehicle Options from Rosenbauer Minnesota, LLC.

BACKGROUND

On April 12, 2024, the Board approved the purchase of a new 3,000 gallon ARFF vehicle from Rosenbauer Minnesota, LLC in the amount of \$1,210,592.00. The Board also approved the purchase of Add Alternate No. 2 (equipment trainer \$24,750.00) and \$60,000.00 for the purchase of additional ancillary firefighting tools and equipment. On May 13, 2024, Rosenbauer and Authority staff held a preconstruction conference where Rosenbauer provided a list of available options for the truck. The vehicle options are not available for funding through a Federal Aviation Administration (FAA) Entitlement Grant and were not disclosed to Authority staff until after the bid was awarded to Rosenbauer Minnesota, LLC.

The vehicle options include onboard maintenance systems to lower costs and reduce wear on essential equipment, firefighting systems that enhance capability, parts that improve functionality, and equipment to improve the vehicle's safety. These options are related to the vehicle and are separate from the ancillary firefighting tools and equipment.

ISSUES

None.

ALTERNATIVES

The Board could elect not to approve the purchase of the requested options, which would diminish the capability, safety, and ease of maintenance of the vehicle.

New Business – Item C



FISCAL IMPACT

The cost of the requested vehicle options is \$45,508.00 and will be funded using Airport Funds.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the purchase of the Aircraft Rescue and Fire Fighting vehicle options from Rosenbauer Minnesota, LLC in the amount of \$45,508.00; (2) authorize the President and CEO to execute the necessary documents; and (3) amend the FY 2023/2024 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Capital Equipment		\$45,508.00
Totals	<u>\$0</u>	<u>\$45,508.00</u>

This will result in a net increase of \$45,508.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$45,508.00
Totals	<u></u>	<u>\$45,508.00</u>



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

Adopted this 14th day of June 2024.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

CHANGE ORDER #1



Asheville, NC.

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

106014

DATE: June 5, 2024

Initiated By: Dealer/Customer

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			Change order #1 has been included in the shop order	
			Note: Price excludes applicable taxes that will be added at time of vehicle invoice	
1	ADD	1	\$6,914 Automatic lubrication system	
2	ADD		\$10,989 Upgrade Hyd. Generator to 8KW APU	
3	ADD	1	\$1,647 Right side 4" direct tank fill	
4	ADD	1	\$1,763 Undertruck nozzles	
5	ADD	1	\$3,426 Exterior water level gauge only, no foam	
6	ADD	1	\$595 Electrical outlets in cab to shoreline or vehicle power	
7	ADD	1	\$2,217 Little Giant with mounting bracket on rear face of vehicle	
8	ADD	1	\$574 Compartment dividers	
9	ADD	1	\$792 Adjustable shelf with dry deck	
10	ADD	1	\$987 Airfield driving lights	
11	ADD	1	\$1,194 Cab door arrestor system	
12	ADD	1	\$0 Move the fixed side scene lights to the brow	
13	ADD	1	\$1,899 Solar tinting film for front/top windows	
14	ADD	1	\$821 Two (2) mounted rechargeable flashlights	
15	ADD	1	\$3,988 EMS/Storage cabinet in cab with roll up door	
16	ADD	1	\$495 Installation of headset pole in cab	
17	ADD	1	\$3,678 360 Degree camera system	
18	ADD	1	\$629 Two (2) sets of spanner wrenches and mounts	
19	ADD	1	\$2,900 Add dry chem to front bumper turret	
20	ADD	1	\$0 Move the 3k scene lights from the front to the rear.	
			NOTE: This change order to be invoiced separately \$45,508.00	

We hereby agree to make change(s) specified above at this price \$0

PREVIOUS CONTRACT AMOUNT \$1,233,723

**REVISED CONTRACT AMOUNT \$1,233,723

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 7.0%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 7.0%, the estimated tax including this change order is now \$86,360.61 for an estimated final invoice of \$1,320,083.61.

CHANGE ORDER #1



Asheville, NC.

DEALER/CUSTOMER/FACTORY APPROVED

Body Job #:

106014

DATE: June 5, 2024

Initiated By: Dealer/Customer

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.				
Authorized Signature (Customer):			Date:	



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item D

Approval of Amended Capital Expense for Street Sweeper in FY24/25 Budget

BACKGROUND

Airport Maintenance is requesting additional funding of \$13,270.00 to purchase an Electric Street Sweeper that was approved for the 2024/2025 fiscal year. The approved budget amount of \$335,000.00, which was quoted late 2023, is not sufficient for the current purchase price of \$348,270.00. The existing street sweeper will be sold separately from this purchase agreement which caused the transaction to exceed the approved budget. The purchase of an electrical street sweeper will assist the Asheville Regional Airport in meeting the 2050 timeframe to reduce the carbon emission footprint on airport property.

ISSUES

None.

ALTERNATIVES

Purchase gasoline engine model but would not assist the airport in meeting goals of reducing the carbon emission footprint on airport property.

FISCAL IMPACT

The total additional expense of \$13,270.00 will be using Airport Funds.



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) amend the fiscal year 2024/2025 capital expense for an electric street sweeper from \$335,000.00 to \$348,270.00; (2) authorize the President and CEO to execute the necessary documents; and (3) amend the FY2024/2025 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, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Renewal and Replacement		
Capital Outlay		\$13,270.00
Totals		<u>\$13,270.00</u>

This will result in a net increase of \$13,270.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$13,270.00
Totals		<u>\$13,270.00</u>

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

Adopted this 14th day of June 2024.

 Brad Galbraith, Chair

Attested by:

 Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item E

Approval to Reinstate the Airport Ground Transportation Pick up fee for the Car Services and Limousine Companies

BACKGROUND

The current supplemental fees for the Car Services and Limousine Companies that are permitted to operate at the Asheville Regional Airport are based on an annual fee. Airport Management is requesting to reinstate the \$3.00 per-trip fee, effective June 17, 2024, that was temporarily suspended prior to the terminal modernization project. Due to the terminal modernization project, this service does not have a designated parking area. It is intended to designate two parking spaces in a section of the hourly parking area for this service to assist their customers. Parking fees would not be assessed while this service occupied the designated parking spaces.

ISSUES

None.

ALTERNATIVES

Continue to operate on the terminal curb front therefore creating additional congestion on Terminal Drive.

FISCAL IMPACT

The fiscal impact could potentially provide additional revenue for the airport. The dollar amount would be insignificant.

New Business – Item E



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to approve the reinstatement of the per-trip fee of \$3.00 for the Car Services and Limousine Companies that are permitted to operate at the Asheville Regional Airport.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, Vice President Business Development and Properties

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item F

Approval of a Food and Beverage and Retail Concession Agreement between Paradies Lagardère @ AVL, LLC., and the Greater Asheville Regional Airport Authority

BACKGROUND

The Paradies Shops, LLC., which is now part of the larger Paradies Lagardère Travel Retail North America (Paradies) organization, entered into the Food and Beverage/Sundries/Vending/Gift Concession Agreement (Agreement) with the Greater Asheville Regional Airport Authority (Authority) in 2010. Over the years, Paradies made additional investments and the Agreement was extended through February 28, 2031.

Staff have been discussing the design of the new terminal and the potential impacts to Paradies to ensure continued passenger amenities are provided as well as eliminate lease buy-out costs to Authority. After many discussions with the project design team and Paradies, we are here today to provide you with our recommendation.

This item requests entering into a new agreement for food/beverage and retail concessions for the new terminal with Paradies Lagardère @ AVL, LLC., with the following business terms:

- The term will be for twenty years, with one, five-year option to renew at the Authority's sole discretion. The term will commence upon final completion of the South concourse and Main Central Terminal area.
- Paradies will be required to have an Airport Concession Disadvantaged Business Enterprise as part of this agreement. Paradies has created a Joint Venture partnership with Raynetta C. Waters, a certified North Carolina Airport Concession Disadvantaged Business Enterprise (ACDBE). Paradies will be required to continue this Joint Venture partnership throughout the agreement or replace it with another ACDBE. Ms. Waters will have a 5% ownership in the JV.

New Business - Item F



- Paradies will invest a minimum of ten million dollars for design, construction and build out of the new concession program which will include five food and beverage locations and three retail locations, which will be completed in phases with the construction project. The concept renderings for the locations are attached to this item.
- The rent paid to the Authority will be a Minimum Annual Guarantee (MAG) or percentage, whichever is greater, paid through the term and any option periods. The percentage rent will begin upon opening of each location and will be paid at 10% of gross sales for food and beverage, and 16% of gross sales for retail. The MAG will be set after one full year of operation of all units, anticipated to be in 2028.

Paradies Lagardère Travel Retail North America is based in Atlanta, Georgia and is one of the largest airport travel retail, food & beverage operators in North America. They have over 850 stores, and 170 restaurants in over 100 airports. They have won numerous awards for their Airport locations including being named the Best Overall Airport Retailer for the past 25 consecutive years and Retailer with the Highest Regard for Customer Service for the past 20 out of 25 years.

ISSUES

None.

ALTERNATIVES

The Board could deny the request to enter into the agreement and require staff to solicit public proposals which will require buy-out of the current lease term and delay concession locations from opening when the terminal airline gates open for the passengers.

FISCAL IMPACT

The estimated revenues to the Authority in the first full year of operation is anticipated to be over \$1,500,000.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement with Paradies Lagardère @ AVL, LLC., and (2) authorize the President & CEO to execute the necessary documents.

Attachments

travel@ease

beercode
kitchen & bar

COSTA
COFFEE

tropical
SMOOTHIE
CAFE



▲ APPALACHIAN
exchange

VINO  VOLO

the goods @ 

 *smoky grounds*

RENDERINGS - THE GOODS @ AVL



PARADIES LAGARDÈRE
JULY 2023



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

RENDERINGS - JIMMY JOHN'S & TROPICAL SMOOTHIE CAFE



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

RENDERING- CENTRAL CONCOURSE VIEW FROM LEVEL 1



PARADIES LAGARDÈRE
APRIL 2024



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

RENDERING - SMOKY GROUNDS



PARADIES LAGARDÈRE
APRIL 2024

* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

RENDERING - APPALACHIAN EXCHANGE



PARADIES LAGARDÈRE
APRIL 2024



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

Paradies Lagardère
TRAVEL RETAIL

Stantec

RENDERING - BEERCODE



PARADIES LAGARDÈRE
APRIL 2024



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

RENDERING - CENTRAL CONCOURSE AXONOMETRIC VIEW



PARADIES LAGARDÈRE
APRIL 2024



* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

Paradies Lagardère
TRAVEL RETAIL

Stantec

RENDERING - VINO VOLO



PARADIES LAGARDERE
APRIL 2024

* RENDERINGS PRESENTED ARE FOR ILLUSTRATIVE PURPOSES ONLY. FINAL DESIGNS WILL COMPLY WITH AIRPORT TENANT DESIGN STANDARDS.

MOODBOARD - TRAVEL @ EASE & COSTA COFFEE

travel@ease

COSTA
COFFEE

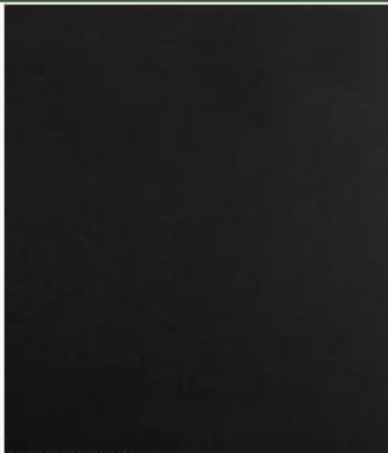
MAIN TERMINAL
UNIT MT1
618 SQ.FT.



TERMINAL KEY PLAN
(FIRST FLOOR)



WOOD LAMINATE



ACCENT METAL



COSTA BRAND IMAGERY



COSTA SMART CAFE



PARADIES LAGARDÈRE
JULY 2023



TRAVEL @ EASE UNITS



ACCENT COLOR



BRAND IMAGERY



TRAVEL @ EASE BRAND GRAPHIC



COSTA BRAND IMAGERY

ACDBE Partner: Raynetta C. Waters



Raynetta C. Waters

- **Native of Asheville:** born, raised, high school, etc.
- **Professional experience:**
 - Management experience with Wal-Mart
 - Financial Advisor for Wells Fargo
 - Owns and operates a Subway Franchise
- **Community Involvement:**
 - Acts as Treasurer for the Links Incorporated Asheville Chapter *and* her local church
 - Serves as a Commissioner on the Asheville Buncombe Community Reparations Commission
 - Serves on the Board for the Asheville Housing Authority as well as the Human Relations Board for the Buncombe County Sheriff's Department.

5%
Ownership

**FOOD AND BEVERAGE/RETAIL
CONCESSION AGREEMENT**



Effective Date:

Paradies Lagardère @ AVL LLC
Food & Beverage/Retail Concession Agreement

Table of Contents

FOOD AND BEVERAGE/RETAIL CONCESSION AGREEMENT

Asheville Regional Airport

ARTICLE 1 - DEFINITIONS 1

 A. ACDBE 1

 B. Agreement 1

 C. Agreement Commencement Date 1

 D. Agreement Effective Date 1

 F. Attorneys' Fees 2

 G. Concession 2

 H. Concession Year 2

 I. Disadvantaged Business Enterprise or DBE 2

 J. Expendable 2

 K. Gross Receipts 2

 L. Improvement or improvement 3

 M. Rent Commencement Date or Concession Fee Commencement Date 3

 N. Premises 3

 O. Terminal 3

ARTICLE 2 - RIGHTS AND PRIVILEGES GRANTED TO COMPANY 3

 A. Rights and Premises 3

 B. Occupancy of Premises and Commencement of Business 4

 C. Non-exclusivity 5

 D. Relocation/Surrender of Premises 5

ARTICLE 3 - USE OF PREMISES 6

 A. Permitted Uses 6

 B. Discontinuance, Addition and Deletion of Items 7

 C. Relation to Other Concessions 7

ARTICLE 4 - TERM 8

 A. Basic Term 8

 B. Option Term 8

 C. Refurbishment 8

 D. Termination of 2010 Agreement 8

ARTICLE 5 - CONCESSION FEES AND ACCOUNTING RECORDS 8

 A. All Amounts Due 8

 B. Concession Fee 9

 C. Minimum Annual Guarantee 9

 D. Monthly Payments of Fees 9

 E. Sales, Use, Ad Valorem and Other Taxes 10

 F. Annual Certification of Fees 10

 G. Books and Records/Authority's Right to Audit 10

 H. Cash Handling Procedures 12

 I. Communications Concerning Disputed Debts 12

 J. Passenger Level Disruptions 12

ARTICLE 6 - IMPROVEMENTS TO PREMISES 13

 A. Improvements to be Provided by the Authority 13

B.	Improvements to be Constructed by Paradies	14
C.	Requirements and Procedures	16
1.	Approval Required	16
2.	No Liens	17
3.	Construction Bonds	17
4.	Actions After Completion of Improvements	17
D.	Completion of Improvements	17
E.	Removal of Property	18
ARTICLE 7 - OBLIGATIONS OF PARADIES		18
A.	Standards for Operating Concession	18
B.	Maintenance of Premises	18
C.	Correction of Violations	20
D.	Cooperation with Successor Concessionaire	20
ARTICLE 8 - OBLIGATIONS OF AUTHORITY		20
A.	Authority's Maintenance Obligation	20
B.	Utility Costs	20
C.	No Other Obligation of Authority	20
ARTICLE 9 - STORAGE SPACE		21
ARTICLE 10 - LETTER OF CREDIT OR CASH DEPOSIT		21
ARTICLE 11 - AUTHORITY'S RIGHT TO REPAIR OR ALTER FACILITIES		22
ARTICLE 12 - INDEMNIFICATION AND INSURANCE		22
A.	Indemnification	22
B.	Liability Insurance	23
C.	Property Insurance	24
D.	Liquor Liability	24
E.	Business Interruption	24
F.	Authority's Right to Purchase	24
G.	Member Protection	25
H.	Survival of Provisions	25
ARTICLE 13 - DAMAGE OR DESTRUCTION		25
A.	Minor Damage	25
B.	Substantial Damage	25
C.	Extensive Damage	26
D.	Limits of Authority's Obligations Defined	26
E.	Damage or Destruction of Improvements	26
ARTICLE 14 - DEFAULT BY PARADIES		26
A.	Events of Default	26
B.	Remedies Upon PARADIES' Default	28
C.	Further Provisions Regarding Default	29
ARTICLE 15 - ASSIGNMENT AND SUBCONTRACTS		30
A.	Authority's Rights to Approve Assignments and Subcontracts	30
B.	Change of Control	30
ARTICLE 16 - WAIVER OF CLAIMS		30
ARTICLE 17 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS		30
A.	Required Covenants	30
B.	Remedies; Attorneys' Fees and Costs	30
C.	Warranty of Company as to Conflicts of Interest	31
D.	Notices	31
E.	Regulations of Authority	31

F.	Interest	32
G.	Miscellaneous Provisions	32
H.	Applicable Law	34
I.	Entire Agreement	34
Appendix 1 – Standards for Operating Concession		36
A.	Operating Hours	36
B.	Type of Operation	36
C.	Quality of Food and Beverages and Merchandise	36
D.	Standards of Service	37
E.	Sanitary Condition of Premises and Equipment	38
F.	Deliveries	38
G.	Reasonable Prices	39
H.	Signs and Graphics	39
I.	Change Making Services	40
J.	Paging System	40
K.	Orderly Queuing and Crowd Control	40
L.	Personnel and Management	40
M.	ACDBEs	41
N.	Automobile Parking	42
O.	Shopping Service	42
P.	Customer Complaints	42
Q.	Employee Discount	43
R.	Local Merchandise	43
S.	Disincentive Fees	43
Appendix 2 – Required Covenants		44
A.	Agreements with the United States, State of North Carolina, County of Buncombe and City of Fletcher	44
B.	Right to Amend	44
C.	Covenants Against Discrimination	44
D.	Right to Modify	46
E.	Tax Exempt Status of Authority Revenue Bonds	46
F.	Covenants Joint and Several Obligations	46
G.	Covenants Limitation on Authority Liability	46
H.	Covenants No Limit on Authority's Powers	46

Exhibit "A"	Premises
Exhibit "B"	Food, Beverage and Merchandise List and Price List
Exhibit "C"	Revenue Report
Exhibit "D"	Improvements completed by Authority
Exhibit "E"	Supplemental Fees
Exhibit "F"	Display Standards
Exhibit "G"	Letter of Credit or Cash Deposit
Exhibit "H"	Pricing Comparable List
Exhibit "I"	ACBDE Certification

**FOOD AND BEVERAGE/RETAIL CONCESSION AGREEMENT
ASHEVILLE REGIONAL AIRPORT**

THIS CONCESSION AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024, by and between the GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY ("Authority"), created pursuant to Session Law 2012-121 by the General Assembly of North Carolina on June 28, 2012, and Paradies Lagardère @ AVL, LLC, ("Paradies") a North Carolina Limited Liability company. Authority and Paradies are referred to herein as the Parties and individually as a Party. This Agreement is effective when signed by the Authority ("Agreement Effective Date").

WITNESSETH:

WHEREAS, Authority is the owner and operator of the Asheville Regional Airport in Fletcher, North Carolina ("Airport"). The Airport includes a terminal building and its associated concourses (collectively, "Terminal"), as shown on **Exhibit "A"**, attached hereto and made a part hereof; and,

WHEREAS, Authority has designated certain areas within the Terminal from which concession services may be offered for the benefit and convenience of airline passengers and other visitors and the economic benefit of the Authority; and,

WHEREAS, the Parties desire to enter into an Agreement to operate food and beverage and retail locations in the Terminal in accordance with the terms, conditions and requirements outlined below;

NOW, THEREFORE, for and in consideration of the recitals and the following terms, conditions, and mutual promises, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

A. **"ACDBE"** means Airport Concessions Disadvantaged Business Enterprise as defined by the United States Department of Transportation.

B. **"Agreement"** means this Food and Beverage/Retail Concession Agreement by and between Authority and Paradies.

C. **"Agreement Commencement Date"** means the earlier of (i) the date Paradies completes initial Improvements and receives beneficial occupancy on the Premises or (ii) March 1, 2027.

D. **"Agreement Effective Date"** means the date signed by the Authority.

E. **"Attorneys' Fees"** means attorneys' fees and costs, including, without limitation, fees and charges for the services of paralegals or other personnel who operate for and under the supervision of the attorneys and whose time is customarily charged to clients.

F. **"Concession"** means this Food and Beverage/Retail Concession.

G. **"Concession Year"** means the twelve-month period beginning on July 1 of each year and ending on the following June 30. For the avoidance of doubt, however, the parties agree that the first Concession Year means the period commencing on July 1, following the Agreement Commencement Date and ending on the following June 30.

H. **"Disadvantaged Business Enterprise or DBE"** "Disadvantaged Business Enterprise or DBE" means: a for-profit small business concern: (i) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged individuals or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (ii) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

I. **"Expendable"** means any item with a useful life of less than one (1) year, including, but not limited to, china, glasses, utensils and linen.

J. **"Gross Receipts"** means all revenues derived or earned by Paradies, or any affiliates of Paradies, or any of its subtenants, licensees or concessionaires (excluding any rent required to be paid by any subtenant, licensee or concessionaire to Paradies that is calculated and payable on the basis of a percentage of such subtenant's, licensee's or concessionaire's gross receipts, which gross receipts would be included in Paradies's Gross Receipts) from operations on the Premises including, but not limited to, the sale of all goods and services authorized to be sold pursuant to the terms and conditions of the Agreement made on or about, or otherwise originating from the Premises, from any source whatsoever; adjusted by the deduction of the following, provided that separate records are maintained for such deductions:

1. The proceeds from the sale of capital assets or expendables;
2. Credits and refunds to customers for items purchased on the Premises;
3. Amounts of any separately stated federal, state and local sales or use taxes imposed upon Paradies customers and collected by Paradies; or
4. Charges paid to Paradies by its customers for the mailing of purchased items, but only to the extent of the actual mailing cost thereof.
5. Receipts from the sale or trade-in value of any equipment or materials not constituting an item inventories by Paradies for sale to the public used on the Premises by Paradies.
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other locations of business of Paradies, where such exchange or transfer is not made for the purpose of avoiding inclusion of a transaction which would otherwise be made

from or at the Premises.

7. Receipts in the form of rebates, refunds from, or the value of merchandise, supplies or equipment returned to, shippers, supplies, or manufacturers.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Paradies for products authorized to be sold pursuant to the terms and conditions of the Agreement or other operations or businesses is not assessed, charged or collected, for any reason other than pursuant to a bona fide marketing plan approved by the President & CEO (e.g., reasonable airport or airline employee discounts), then the amount of Paradies's customary charge therefore shall nevertheless be included in determining Gross Receipts. Paradies's Gross Receipts shall be computed and audited in accordance with the provisions of the Agreement. In the event of any conflict between the provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control, and the provisions of the Agreement shall not be limited by such accounting principles or audit standards per the provisions of this Agreement.

K. **"Improvement" or "improvement"** means any item which is affixed to the Premises or affixed to any Improvement thereto and which cannot be removed without material damage to the Premises or another Improvement.

L. **"Rent Commencement Date" or "Concession Fee Commencement Date"** means the date that Phase I concession units are open and operational, or June 15, 2025 whichever first occurs, and the date that Phase II concession units are open and operational, or March 1, 2027, whichever first occurs.

M. **"Premises"** means the areas of the Terminal described in Article 2, below, in which Paradies is granted the right to operate the Concession in accordance with the terms and conditions of this Agreement, together with any additional areas in the Terminal in which Paradies may be granted such rights.

N. **"President & CEO"** means the President & CEO of the Authority or his/her designee.

O. **"Terminal"** means collectively the terminal (landside and airside), ticketing, baggage claim, central terminal, North Concourse, and South Concourse.

ARTICLE 2 - RIGHTS AND PRIVILEGES GRANTED TO PARADIES

A. Rights and Premises.

1. The Authority hereby grants to Paradies the non-exclusive right and privilege, and Paradies hereby assumes the obligation, to rent, construct, occupy, equip, furnish, and maintain the facilities for the operation of food and beverage and retail services in the Terminal, shown on the attached **Exhibit "A"** and incorporated herein, and in accordance with the provisions of this Agreement consisting of approximately 8,253 square feet of Food & Beverage Space, and 4,608 square feet of retail space as follows:

AVL - Paradies Concessions Spaces			
Food & Beverage	Sq.Ft.	Retail	Sq.ft
CC1 - Phase II	3600	MT1 - Phase II	618
CC4 - Phase II	732	CC2 - Phase II	1500
NC1 (2 QSR) - Phase I	2821	CC3 Future	1320
NC4 future Phase I	temp Aletitude	NC3 - Phase I	1170
SC1 - Phase II	1100		
Total	8253	Total	4608
Storage Space - SR2	1655		
Storage Space - SR1	1393		

2. Authority hereby grants to Paradies the non-exclusive right and obligation to sell food, non-alcoholic and alcoholic beverages, sundries, and gifts as listed by concept and unit location in **Exhibit "B"** which is attached hereto and made a part hereof. While Paradies may be the primary supplier of food, beverages and retail goods in the Terminal, the same provides no exclusivity or advantage in dealings with Authority for Paradies. Price parameters for each of the product categories to be offered are listed in **Exhibit "B"** upon opening.

3. Paradies shall not use or permit the Premises to be used for any purposes other than as described in this Article 2.A., without the prior written approval of the Authority or for any use in violation of any applicable building codes, zoning regulations, municipal, county, state or federal laws, ordinances or regulations.

4. Paradies shall obtain all necessary liquor licenses from the ABC for the State of North Carolina in connection with the operation of any unit(s), Paradies must maintain and continuously hold such license throughout the term of this Agreement. If for any reason such license is pulled, cancelled, or otherwise denied Paradies in connection with any unit(s), Authority may terminate this Agreement immediately (i) in its entirety; or (ii) in connection with and as it applies to any individual unit(s) affected by the loss of the liquor license, as further specified in Article 14.

B. Occupancy of Premises and Commencement of Business.

For the construction of the terminal modernization project, Phase I and Phase II, Authority shall provide to Paradies partial occupancy to construct improvements within the concession units identified on **Exhibit "A"**. The Authority will provide at least 120 days for Food & Beverage locations (CC1, CC4, NC1, and SC1) and at least 90 days for Retail locations and storage spaces (SR1, SR2, MT1, CC2, NC3). Paradies shall be required to open for business and commence paying Concession Fees on the Rent Commencement Date.

C. **Non-exclusivity.**

It is expressly provided that the rights and privileges granted hereunder are non-exclusive, and nothing contained herein shall preclude the Authority from entering into an agreement with any other parties during the term of this Agreement for the sale of food and beverage/sundries/gift items in any part of the Terminal, of the same or similar items which Paradies is permitted to sale hereunder, whether such agreements are awarded competitively or through negotiations.

D. **Relocation/Surrender of Premises.**

1. Notwithstanding any other provision of this Agreement, the Authority shall have the right at any time during the term of this Agreement to require Paradies to surrender any portion of the Premises in order to accommodate a change in the design or use of the Terminal. In such event, the Authority shall, in its sole discretion, either:

a. provide Paradies with a substitute area which the President & CEO determines to be reasonably equivalent, though not necessarily identical in size or otherwise, to the portion of the Premises surrendered; or,

b. grant Paradies an equitable reduction in the Concession Fee payable by Paradies to the Authority hereunder; provided, however, that the Authority shall not be required to grant Paradies a reduction in the Concession Fee or provide it with a substitute area where the Premises required to be surrendered is less than ten percent (10%) of the total square feet originally included in the Premises; or,

c. provide Paradies with a substitute area in lieu of a portion of the Premises surrendered and grant it an equitable reduction in the Concession Fee (subject to the ten percent (10%) limitation described above) payable by Paradies to the Authority hereunder as compensation for the remainder of the Premises surrendered.

2. The Authority shall in no event be liable to Paradies for any inconvenience or loss of business as a result of Paradies being required to move or surrender any portion of the Premises. If the portion of the Premises required to be surrendered by Paradies is more than ten percent (10%) of the approximately 14,250 square feet of space originally included in the Premises, and Paradies is required, under the terms of this Article 2.D.2 to move or surrender a portion of its operation, all costs of the physical move shall be borne by the Authority and, at the option of the President & CEO, either:

a. the substitute area that is provided to Paradies in lieu of the portion of the Premises surrendered will be built out by the Authority at its own expense (or, at the option of the President & CEO, by Paradies at the Authority's expense) so that such substitute area will be reasonably equivalent in quality to the portion of the Premises surrendered, provided that, in such event, title to any improvements to such substitute area shall remain with the Authority and shall not pass to Paradies; or

b. the Authority shall make a payment to Paradies ("Buy-Out Payment") in the amount of the "Net Book Value" of the Original Improvements contained in the

portion of the Premises Paradies is required to surrender (to the extent the President & CEO determines that such Original Improvements cannot reasonably be moved to the substitute area). (The terms "Net Book Value" and "Original Improvements" shall be defined as indicated below).

c. "Net Book Value" shall mean the original cost to Paradies of an Original Improvement less amortization accumulated to the date on which Paradies is required to surrender such portion of the Premises. "Original Improvement" means an Improvement installed by Paradies within six (6) months of the date it opens for business at the Premises. Paradies's cost for such Original Improvements shall include reasonable and direct costs paid by Paradies for work performed and materials furnished; provided, however, that Paradies's cost shall not include (1) payments for architectural, engineering, professional and consulting services in excess of twenty percent (20%) of the total cost of such Original Improvements, exclusive of all architectural, engineering, professional and consulting services, (2) interest charges or other finance costs, (3) Paradies's own overhead expenses (except that Paradies may include the reasonable cost of paying its own employees to perform architectural, engineering, professional or consulting services in which event such cost shall be counted toward the twenty percent (20%) limitation on such costs set forth above), or (4) any portion of the costs of such Original Improvements which is greater than the "approved" cost as determined in accordance with the terms of Article 6.C.1. For purposes of computing Net Book Value, Paradies's cost for Original Improvements (excluding refurbishment) at the Premises shall be amortized over a period from the Agreement Commencement Date until the expiration date of the concession unit, on a straight-line basis, with reasonable salvage value.

d. any Buy-Out Payment made by the Authority under the terms of this Article 2 shall be paid to Paradies by the end of the thirtieth (30th) day following the date Paradies was required to surrender such portion of the Premises. Within a reasonable time prior to the date such Buy-Out Payment is due (and subject to update immediately prior to the time the Buy-Out Payment is made), the President & CEO shall be entitled to inventory and inspect all Original Improvements with respect to which such Buy-Out Payments have been or are to be made, and, if any such inventory and inspection indicates that such an Improvement is either missing or substantially damaged, the amount of the Buy-Out Payment allocated to such Improvement shall be either subtracted from the Buy-Out Payment (in the event such Improvement is missing) or reduced by the amount required to repair the damage as reasonably determined by the President & CEO (in the event such Improvement is substantially damaged). Simultaneously with its receipt of the Buy-Out Payment, Paradies shall deliver to the Authority a Bill of Sale containing full warranties of title, conveying title to the Original Improvements contained in the portion of the Premises surrendered, free of all liens and encumbrances. In the event any of such Original Improvements are subject to any liens or encumbrances, the amount of the Buy-Out Payment shall be reduced in the amount necessary to satisfy such liens or encumbrances.

ARTICLE 3 - USE OF PREMISES

A. Permitted Uses.

1. The Premises shall be used by Paradies during the term hereof only for the operation of Food and Beverage/Sundries/Gifts in accordance with the terms of this Agreement.

2. Paradies shall not permit the active display or operation on the Premises or elsewhere in the Terminal of any item which flies, moves, rotates, makes noise or flashes unless the active display or operation of such item is specifically approved in advance in writing by the President & CEO.

3. Paradies shall not at any time during the term hereof vacate the Premises, once Paradies is required to be open for business in the Premises, without the prior written consent of President & CEO.

4. Should a concept, franchise, license, or sublessee, or portion of the Leased Premises fail for any reason during the term of this Agreement, Authority shall have the right to cancel the Agreement for that portion of the Leased Premises. However, Paradies shall have the right to provide a new concept proposal for the failed location, timeline for construction completion to the Authority for approval. Any new concept change will be at the sole cost and expense of Paradies.

B. Discontinuance, Addition, Deletion of Items.

1. In the event the President & CEO determines that any food and beverage/sundries/gift item displayed, offered for sale or sold by Paradies is objectionable for display or sale at the Airport, Paradies shall, upon written notice from the President & CEO, within 24 hours remove such item from display and from its inventory and Paradies agrees that it shall not thereafter display, offer for sale or sell such item.

2. Upon the written approval of the President & CEO, Paradies may cease the sale of any item listed on **Exhibit "B"** in the event that the lack of demand for such item no longer warrants its continued sale on the Premises. Such approval shall not be unreasonably withheld or delayed. Exhibit "B" will be provided to Authority ninety (90) days prior to Agreement Commencement Date.

3. Paradies may request authorization to sell additional items not included in **Exhibit "B"**, provided such additional items are consistent with the general food and beverage/sundries/gift categories authorized under this Agreement and do not conflict with privileges authorized to others or reserved by Authority for future authorization to others. Paradies may sell such additional items only with the prior written approval of the President & CEO. Such approval shall not be unreasonably withheld or delayed.

C. Relation to Other Concessions.

1. Notwithstanding any other provisions hereof, it is specifically understood and agreed that, in the event of a conflict between Paradies and any other lessee or concessionaire in the Terminal as to specific items to be sold by respective concessionaires or lessees, the President & CEO shall decide which items of food and beverage/sundries/gift may be sold or provided by each concessionaire or lessee and Paradies agrees to be bound by such decision, provided however, that the price parameters as outlined in **Exhibit "B"** shall be used in making such determinations. The President & CEO may consider the various locations within the Terminal where Paradies and other concessionaire or lessee operates in arriving at the determination.

2. This Agreement is separate and distinct from, and shall be construed separately from, any other agreement between Paradies and the Authority and from any other, similar agreement between the Authority and any other person operating a concession at the Airport, and the fact that any such other agreement may contain provisions which differ from those contained herein shall have no bearing on the construction of this Agreement.

ARTICLE 4 - TERM

A. **Basic Term.** This Agreement shall become effective upon the Agreement Effective Date. The term of this Agreement shall commence on the Agreement Commencement Date and end on the 20th anniversary thereof hereinafter referenced to as the "Basic Term", unless sooner terminated in accordance with the terms and provisions hereof.

B. **Option Term.** If no Event of Default, as defined herein, has occurred, the Authority may extend the term for an additional five-year period, provided however, Paradies requests the option prior to the end of the eighteenth anniversary of the Basic Term.

C. **Refurbishment.** In the event, at the sole discretion of the President & CEO the Premises requires additional investment into the facilities, following the eleventh Concession Year of the Agreement Paradies and the Authority shall agree on a scope of work for Paradies to refurbish the existing facilities. This refurbishment shall be at the sole cost and expense of Paradies. In the event the Original Improvements have withheld over time as opening day fresh, at the sole discretion of the Authority, the President and CEO may waive any Premises refurbishment in his or her sole discretion. Further, none of the Original Improvements shall be removed by Paradies unless so directed by Authority. Notwithstanding anything to the contrary elsewhere herein, upon the occurrence of an Event of Default, Authority has absolutely no obligation to pay any sums of any kind to Paradies for any Original Improvements, as defined below, nor any other Improvement may be removed from the Premises by or for Paradies nor shall Authority have any obligation to pay for the same.

D. **Termination of 2010 Agreement**

As of the Rent Commencement Date, the 2010 Food and Beverage/Sundries/Vending/Gift Concession Agreement ("2010 Agreement") between the parties shall be terminated. Notwithstanding the foregoing, this Section shall not limit or reduce any obligation of Paradies or the Authority under the 2010 Agreement and pertinent Sections of the 2010 Agreement arising out of the occupancy or use of the premises described therein prior to the termination and Paradies shall be responsible for all obligations of the 2010 Agreement.

ARTICLE 5 - CONCESSION FEES AND ACCOUNTING RECORDS

A. **All Amounts Due.** Paradies shall pay or remit all amounts due under this Agreement or which are otherwise attributable to Paradies, whether, without limitation, such amount is described as rent, additional rent, interest, charges, fees, late fees, damages, fines, civil penalties, attorney's fees, or otherwise, and whether such sum is calculated in a manner relating to square footage, percentage of gross revenue, MAG, or fees in connection with use, or otherwise. If the Authority has paid any sum or has incurred any obligation or expense for which

Paradies agreed to pay or reimburse the Authority, or if the Authority is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Paradies to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed Additional Fees due hereunder, and Paradies shall, within ten days upon demand by the President & CEO, reimburse the Authority therefore.

B. **Concession Fee.** Paradies shall pay to the Authority, during the Basic Term and Option Periods a Concession Fee, in an amount equal to the greater of (1) the Minimum Annual Guarantee or (2) the total of the percentages (the "Percentages") of Gross Receipts as follows:

Food & Beverage:	10% of Gross Receipts
Retail:	16% of Gross Receipts

C. The Minimum Annual Guarantee ("MAG") will be implemented following one full year's operation of all locations/units in the concession program. The MAG will be implemented July 1, of the following full twelve months operation and will be calculated at 85% of the prior year annual rent owed by Paradies. The MAG shall be adjusted annually throughout the agreement term and any option periods and the MAG shall never fall below the initial MAG established in the first year of MAG.

D.. **Payment and Reports.**

Amounts due and reports required under this Agreement shall be due and payable and reported as follows:

1. Monthly in Advance. From and after the Rent Commencement Date, Paradies shall pay to Authority, in advance and without demand, on the first (1st) day of each calendar month of the term hereof (and on the Rent Commencement Date, if the Rent Commencement Date is not the first day of a calendar month), an amount equal to one-twelfth (1/12th) of the MAG then applicable (except as otherwise provided below), prorated for any partial month at the commencement of the term or the end of the term, based on the number of days in such partial month, plus any sales or other taxes due thereon, in lawful money of the United States, without deduction or set-off, at the office of the Authority's Chief Financial Officer ("CFO") or at such other place as the President & CEO may designate in writing from time to time.

2. Notwithstanding anything to the contrary elsewhere herein, the monthly determination of Concession Fee due pursuant to the Percentages of Gross Receipts shall be made on a monthly basis. Paradies shall pay to Authority, without demand, at the office of the Chief Financial Officer, on the fifteenth (15th) day of the month following each calendar month of the term hereof, a sum of money equal to the amount, if any, by which the total of the Percentage fees applicable to Paradies's Gross Receipts (as set forth in Article 5.A., above) for the previous calendar month exceeds the amount of the installment of the Minimum Annual Guarantee payable for such month. Notwithstanding any provision herein to the contrary, Paradies may perform a monthly evaluation on a year-to-date basis of all sums paid to and due/owing to Authority under this Agreement. After taking into consideration all methods of calculating monthly fees (Minimum Annual Guarantee and Percentages methods) on a year-to-date basis, then Paradies shall be permitted to pay to the Authority the amount which equals the difference between the greater of the methods on a year-to-date basis less the sum of the monthly amounts previously paid to the Authority for that year. A written statement showing the

reconciliation and all pertinent calculations shall be submitted to the Authority along with the monthly payment. Paradies shall provide the Chief Financial Officer with a statement, in the form of the "Revenue Report" attached hereto as **Exhibit "C"** which form the President & CEO may be amended from time to time in his/her discretion, which sets forth Paradies's Gross Receipts for the prior calendar month and is signed by an officer (if Paradies is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of Paradies, and which sets forth Paradies's Gross Receipts during such preceding calendar month and identifies all receipts derived by Paradies during such calendar month which have been excluded from the computation of Gross Receipts.

E. **Sales, Use, Ad Valorem and Other Taxes.** Paradies agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, levies, including sales, franchise, ad valorem real estate, intangible, and personal property taxes, which are now or may hereafter be levied upon the Premises, the leasehold, or upon Paradies, or upon the business conducted on Premises, or upon any of Paradies property used in connection therewith. Paradies shall be solely responsible for the payment together with any and all interest and penalties levied thereon, and Paradies hereby agrees to indemnify Authority and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Paradies and remitted to the taxing authority by Authority, or the amounts, if any, paid directly by Paradies to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by Authority as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of this Agreement.

F. **Annual Certification of Fees** . Within 120 days after the close of each Concession Year of the term hereof, Paradies at its own cost and expense shall provide to the Chief Financial Officer financial statements prepared in accordance with generally accepted accounting principles applied on a consistent basis for its operations at the Premises, together with a report on examination of such financial statements made in accordance with generally accepted auditing standards by an independent certified public accountant who is not an employee of Paradies or Paradies's Chief Financial Officer. The financial statements must be accompanied by schedules of Gross Receipts and Concession Fees for such Concession Year. If such schedules indicate that the Concession Fees for such period have been overpaid, then the amount of overpayment shall be credited to the Concession Fees next due and owing from Paradies, unless the term hereof has expired, in which event such amount shall be promptly refunded by the Authority to Paradies. If such schedules indicate that the Concession Fees for such Concession Year have been underpaid, then Paradies shall submit payment therefore to the Authority at the Office of the Chief Financial Officer at the same time it submits to the Chief Financial Officer the statements required under this Article, together with interest on any underpaid Concession Fees at the rate set forth in Article 17.F., from the date such fees or charges should have been paid.

G. **Books and Records/Authority's Right to Audit.** Paradies shall, at all times during the term hereof, maintain complete and accurate books and records, whether electronic or not, of all receipts and disbursements from its operations on the Premises, in a form consistent with good accounting practice, and cause to be installed for use at all times in the Premises such cash registers, invoicing machines, sales slips and other accounting equipment, devices and forms

as are reasonably necessary to record properly, accurately and completely all sales of Paradies's from the Premises. Paradies's books and records shall be maintained in sufficient detail to allow the Authority or its representatives to audit, in accordance with generally accepted auditing standards, Paradies's Gross Receipts as defined in Article 1.K. Paradies shall account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of Paradies and which supports the amounts reported to the Authority in Paradies's monthly "Revenue Report" schedules prepared in accordance with Article 5.C.2. At a minimum, Paradies's accounting for such receipts shall include the following:

1. Daily dated cash register tapes, including tapes from temporary registers;
2. Serially numbered sales slips, using a numbering system for transactions under this Agreement which is separate from any numbering system used by Paradies for other transactions.
3. Paradies's bank account statements (separate bank accounts shall be maintained for receipts from operations on the Premises and no receipts from any other source shall be deposited in such accounts);
4. A compiled report of transactions from the Premises showing all Gross Receipts and all exclusions from Gross Receipts by category (as set forth in Article 1.K.), which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to Authority on Paradies's monthly "Revenue Reports" under Article 5.C.2.; and
5. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of Paradies's Gross Receipts in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the Authority's computers, or (b) a computer run hard copy. The President & CEO may require other records necessary in his/her determination to enable the accurate audit of Paradies's Gross Receipts hereunder. Paradies may maintain such records at its corporate headquarters in Atlanta, Georgia; provided however that upon five (5) business days written notice from the President & CEO, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Paradies's sales, shall, be made available, either at the Premises, or at the President & CEO's option, at the offices of the Authority, for inspection by the Authority through its duly authorized representatives at any time for up to three (3) years subsequent to expiration of the Concession Year to which such books and records relate (and Paradies shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period). The Authority shall further have the right, upon reasonable written notice to Paradies from the President & CEO and at the sole cost of the Authority except as specified below, to examine or designate a representative to examine the books and records of Paradies which relate to its operations on the Premises to determine the correctness of the Concession Fees paid by Paradies to the Authority for any or all of the three (3) Concession Years immediately preceding such examination. If, as a result of such examination, it is established that the Concession Fees for any Concession Year have been underpaid to the Authority, Paradies shall forthwith, upon

written demand from the President & CEO, pay the difference to the Authority, together with interest thereon at the rate set forth in Article 17.F.,, from the date such amount or amounts should have been paid. Further, if such examination establishes that Paradies has underpaid Concession Fees for any Concession Year by two percent (2%) or more, then the entire expense of such examination shall be borne by Paradies. Authority's rights under this Article 5.G. shall survive the expiration or earlier termination of the term of this Agreement. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, Paradies shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

H **Cash Handling Procedures.** To record all sales generated in, at, or from the Premises, Paradies shall use a cash register or computerized registration system ("Register") acceptable to the Authority, which is capable of producing duplicate sales slips or printouts on which each sale is identified, itemized, and recorded. Such Register shall be either a non resettable, serially numbered cash Register, or a point of sale Register. Paradies shall adhere to a "Cash and Record Handling Policy" developed by Paradies and provided to the Authority when requested. Paradies' failure to have and adhere to a Cash and Record Handling Policy shall be deemed a violation and may result in penalties as outlined in Appendix 1. Paradies shall immediately implement any new procedures, or revise any existing procedures in such a manner as the President & CEO may reasonable require from time to time, provided that the President & CEO gives written notice thereof to Paradies.

I. **Communications Concerning Disputed Debts.** All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this Agreement, and (b) instruments in less than the full amount claimed by the Authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent by certified mail, return receipt requested to the following:

Chief Financial Officer
Asheville Regional Airport Authority
Asheville Regional Airport
61 Terminal Drive, Suite 1
Fletcher, North Carolina 28732

J. **Passenger Level Disruptions.** If the number of enplanements at the Airport during any Agreement Year drop by twenty-five percent (25%) or more from the prior Agreement Year, beginning with the Agreement Year July 1, 2027 through June 30, 2028, then the MAG will be proportionately reduced for that Agreement Year. In addition, such a reduction may be implemented at any time, in the President & CEO's sole discretion, if Authority enplanement projections indicate an anticipated decrease of fifteen percent (15%) or more from the previous Agreement Year. If the Authority does allow for a MAG reduction prior to the end of any given Agreement Year, but by the end of that Agreement Year enplanement numbers have not, in fact, dropped by twenty-five percent (25%) or more for that Agreement Year, then Paradies will be required to reimburse the Authority the difference between the reduced MAG paid and the actual MAG owed within thirty (30) calendar days' notice from the Authority that such payment is due.

ARTICLE 6 - IMPROVEMENTS TO PREMISES

A. Improvements to be Provided by the Authority

1. Authority will provide base building items for each location as indicated on **Exhibit "D"** attached hereto and made a part hereof. Authority shall bring water, sewer, electrical, gas (where applicable), fire suppression, up to the lease line.

2. Each location will be separately metered for water and electrical services which will be the responsibility of Paradies to pay all utilities for each location.

a. An electrical panel, located in an electrical room or within the Premises;

b. A telephone backboard, located in a communication room or within the Premises;

c. Sprinklers throughout the Premises. (Paradies shall adjust heads and/or increase the number of heads or line sizes as required by local building codes based on Paradies's specific layout and occupancy classification);

d. Fire alarm, heat detection and smoke detection ("fire alarm system") is provided within the Premises (Paradies shall modify or provide for additional fire alarm systems from a fire alarm panel located in close proximity and installed throughout the Premises as required by local building codes based on Paradies's specific layout and occupancy classification). The system must be compatible and connect with the Building Automation System (BAS) and approved by the Authority; and

e. Heating and air conditioning is provided within the Premises (Paradies shall modify or provide for additional heating and air conditioning requirements as required by local building codes based on Paradies's specific layout and occupancy classification) and shall be compatible and connect with the BAS.

3. To the extent Paradies requires additional lighting, natural gas, electrical power, telephone outlets, or adjustments to the heating and air conditioning system or any other improvements, such additional Improvements or services shall be subject to the prior written approval of the President & CEO, and any such approved Improvements or services shall be made at Paradies's expense. Paradies understands and agrees that, other than the Improvements specified as being provided by the Authority, the Authority shall not be obligated to provide any additional Improvements or services of any type, character, or nature (including electrical or telephone outlets) on the Premises during the term of this Agreement.

4. Authority shall provide voice, data, and cabling services within the Terminal and Paradies shall utilize the Authority's installed telephone system, data services, and/or cabling. Paradies shall pay monthly per telephone line, plus equipment costs. Such telephone/data/cabling service and equipment charges are subject to annual adjustment by the Authority. The current

fees are attached hereto, as **Exhibit "E"** Supplemental Fees and made a part hereof.

B. Improvements to be Constructed by Paradies.

1. Paradies is building out space that has not been built out, and is referred to herein as "Vanilla Shell Space". Paradies shall prepare and submit for Authority review preliminary conceptual plans, including renderings, and projected specifications (collectively "Development Plans – Phase I and Phase II") and a proposed construction progress and completion schedule for Phase I and Phase II ("Construction Schedule – Phase I and Phase II"). Development Plans-Phase I shall show architectural design as well as planned furnishings and decorative effects. Within thirty (30) days of the Agreement Effective Date, Paradies shall submit basic schematic thirty percent (30%) design Development Plans-Phase I drawings to the Authority for review and comment, anticipated to be no later than July 12, 2024. The Authority shall review and comment on the thirty percent (30%) basic schematic Development Plans-Phase I within ten (10) Business Days of their receipt, anticipated to be July 26, 2024. Within thirty (30) days of Paradies's receipt of the Authority's comments on the thirty percent (30%) design Development Plans-Phase I, Paradies shall submit design Development Plans-Phase I sixty percent (60%) drawings to the Authority for review and comment, anticipated to be August 27, 2024. The Authority shall review and comment on the sixty percent (60%) design Development Plans Phase I within ten (10) Business Days of receipt, anticipated to be September 12, 2024. Within sixty (60) days of Paradies's receipt of the Authority's comments on sixty percent (60%) design review plans, Paradies shall submit ninety percent (90%), complete construction documents, drawings, specifications, for the Authority's construction drawing approval, anticipated to be November 12, 2024. The Authority shall review and comment on the ninety (90%) percent design drawings within twenty (20) Business Days of receipt and once approved by the Authority the drawings shall be stamped by the Authority VP of Planning, anticipated to be December 12, 2024. All construction documents must be prepared by an architect or engineer licensed to practice in the State of North Carolina. No construction may begin until ninety percent (90%) design drawings have been approved, in writing, by the Authority pursuant to the issuance of a stamped approval and all required City of Asheville or Buncombe County building permits, copies of which must be supplied to the Authority before construction may begin. Once approved, the Authority shall notify Paradies as to when the Premises will be available for Paradies to begin construction. The Authority shall not be liable to Paradies for any delay in reviewing and providing comments to drawings, Authority issued permits or in making the Premises available for commencement of construction, except that Paradies's time for completion of construction and the Rent Commencement Date will be proportionately extended to compensate for any such delay in reviewing drawings, Authority issued permitting or in delivery of the Premises caused by the actions of the Authority that are in no way a result of any acts or omissions of Paradies. Unless otherwise agreed to in writing by the Authority, Paradies shall complete all construction for retail and storage locations: MT1, SR1, NC3, and CC2 to obtain a beneficial occupancy and be open for business within 90 calendar days following turnover of each location by Authority or its contractor. Unless otherwise agreed to in writing by the Authority, Paradies shall complete all construction for food and beverage, and storage locations: SR2, NC1, CC1, CC4, and SC1, to obtain a beneficial occupancy and be open for business within 120 calendar days following turnover of each location by Authority or its contractor.

2. Prior to April 1, 2025, Paradies shall submit basic schematic thirty percent (30%) design Development Plans-Phase II drawings to the Authority for review and comment.

The Authority shall review and comment on the thirty percent (30%) basic schematic Development Plans-Phase II within ten (10) Business Days of their receipt, anticipated to be April 21, 2025. Within thirty (30) days of Paradies's receipt of the Authority's comments on the thirty percent (30%) design Development Plans-Phase II, Paradies shall submit design Development Plans-Phase II sixty percent (60%) drawings to the Authority for review and comment, anticipated to be May 22, 2025. The Authority shall review and comment on the sixty percent (60%) design Development Plans Phase II within ten (10) Business Days of receipt, anticipated to be June 6, 2025. Within sixty days (60) of Paradies's receipt of the Authority's comments on sixty percent (60%) design Development Plans Phase II, Paradies shall submit ninety percent (90%), complete construction documents, drawings, specifications, for the Authority's construction drawing approval, anticipated to be August 7, 2025. The Authority shall review and comment on the ninety percent (90%) design Development Plans Phase II drawings within twenty (20) business days of receipt from Paradies and once approved by the Authority the drawings shall be stamped by the Authority VP of Planning, anticipated to be September 5, 2025. All construction documents must be prepared by an architect or engineer licensed to practice in the State of North Carolina. No construction may begin until ninety percent (90%) design drawings have been approved, in writing, by the Authority pursuant to the issuance of a stamped approval and all required City of Asheville or Buncombe County building permits, copies of which must be supplied to the Authority before construction may begin. Once approved, the Authority shall notify Paradies as to when the Premises will be available for Paradies to begin construction. The Authority shall not be liable to Paradies for any delay in reviewing and providing comments to drawings, Authority issued permits or in making the Premises available for commencement of construction, except that Paradies's time for completion of construction and the Rent Commencement Date will be proportionately extended to compensate for any such delay in reviewing drawings, Authority issued permitting or in delivery of the Premises caused by the actions of the Authority that are in no way a result of any acts or omissions of Paradies.

3. In the event the President & CEO disapproves any portion of the preliminary or final plans and specifications, Paradies shall promptly submit necessary modifications and revisions thereof. No changes or alterations shall be made in said plans or specifications after approval by the President & CEO without the approval of such changes or alterations by the President & CEO. One copy of plans and specifications for all Original Improvements and for all other Improvements or subsequent alterations thereof shall, within fifteen (15) days after their approval by the President & CEO, be signed by Paradies and deposited with the President & CEO as an official record thereof.

4. The President & CEO's approval of any plans and specifications submitted by Paradies shall not constitute the assumption of any liability by the President & CEO or Authority for the compliance or conformity of such plans and specifications with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, including, without limitation, the Americans with Disabilities Act or any accessibility guidelines promulgated there under, or for their accuracy or suitability for Paradies's intended purpose, and Paradies shall be solely responsible for such plans and specifications. The President & CEO's approval of such plans and specifications shall not constitute a waiver of the President & CEO's right thereafter to require Paradies, at Paradies's expense, to amend the same so that they comply with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, and to make such construction changes as are necessary so that the

completed work is in conformity with such amended plans and specifications.

5. Liquidated Damages. Notwithstanding any other provision in this Agreement, if Paradies is not open for business on or before 90 days for retail and 120 days for Food and Beverage, following the Authority's turnover of the locations within the Premises for Phase I and Phase II, and such delay is caused by the fault of Paradies, liquidated damages shall be due and payable from Paradies to the Authority as outlined in Appendix 1.

6. Notwithstanding any other provisions herein, Paradies shall be responsible for undertaking at its own cost and expense the installation of all Improvements, fixtures, furnishings, signage, trade fixtures and equipment necessary to conduct its operations at the Premises, including, but not limited to, all interior and exterior finishes, counter shelving, cabinets, display cases, air conditioning and heating ductwork and controls for air distribution within the Premises, lighting, communication and power fixtures, all wiring, accessories and panels required to bring power from the main electrical panel to the Premises, and any water piping, control and drainage facilities (if the same are required for its operations on the Premises). In order to operate a first class concession on the Premises, Paradies will be required to expend for Original Improvements, fixtures and furnishings, franchise fees, start-up costs, etc., at the Premises, not less than \$10,000,000.00. Such improvements and costs must be approved in advance and in writing by the President & CEO; and the total costs shall be provided to Authority in writing for each location "Paradies Costs". Paradies shall maintain the Premises in a condition consistent with opening day fresh throughout the term. In order to comply with this requirement, Paradies shall repaint and refinish, at Paradies own costs, high traffic areas within the Premises subject to greater than normal wear on a schedule to be specified by Paradies, or as may be directed by the Authority. All improvements and other furnishings that become worn, chipped, dented, gouged, or otherwise damaged, shall be repaired or replaced by Paradies at Paradies sole cost and expense as soon as reasonably possible.

7. Furthermore, at the discretion of the President & CEO in year eleven (11) of the agreement, Paradies and the Authority shall agree on a scope of work for Paradies to refurbish the existing facilities in the event, at the sole discretion of the President & CEO, the Premises has outlived its useful life as outlined in Article 4, Section C.

C. **Requirements and Procedures.**

1. **Approval Required.**

a. All Improvements to the Premises, including both the Original Improvements and any Improvements constructed, installed or altered thereafter by Paradies, and all, furnishings, fixtures, signage, trade fixtures and equipment to be installed by Paradies on or in the Premises, and the plans and specifications therefore, must be submitted to and approved in writing by the President & CEO prior to construction, alteration or installation. In the case of signage, the size, location, text, material, and appearance thereof shall also be subject to such approval. Following approval by the President & CEO, such Improvements shall be made or altered, and such furnishings, fixtures, signage, trade fixtures and equipment shall be installed in strict accordance with such plans and specifications, and in accordance with all applicable statutes, ordinances, building and health codes, rules and regulations, and all applicable provisions of the Authority's Policy and Procedures Manual as the same may be amended from time to time.

2. **No Liens.** Paradies shall obtain all necessary licenses and permits to accomplish such work and Paradies hereby warrants to Authority that all such Improvements shall be free and clear of any claims, liens, and encumbrances and agrees to indemnify and save Authority, and hold harmless from and against any and all losses, damages and costs, including Attorneys' Fees, with respect thereto. If any such claim or lien shall be filed against the Premises or any Improvements thereto or Paradies's rights under this Agreement, Paradies shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

3. **Construction Bonds** Paradies agrees that before commencing any work or construction required under this Agreement, Paradies shall require the Contractors performing any such work to maintain, at all times, a valid payment bond and a valid performance bond. Each bond shall be in the amount of one hundred percent (100%) of the contract price for such work. The payment bond and performance bond shall guarantee the completion and performance of any work performed by Contractors under this Agreement, as well as full payment of all suppliers, material providers, laborers, or subcontractors employed for such work.

4. **Actions After Completion of Improvements.** Paradies shall, within ninety (90) days following the completion of construction, installation or alteration of any Improvements, fixtures, furnishings, signage, trade fixtures and equipment at the Premises, provide to the President & CEO a written statement setting forth the actual costs thereof, in such detail with respect to the cost of the various elements thereof as the President & CEO may require, and such statement shall be certified by an officer (if Paradies is a corporation), a partner (if a partnership), or the owner (if a sole proprietorship), of Paradies. Paradies shall make available to the President & CEO, upon the President & CEO's request, receipted invoices for labor and materials covering all Improvements, including architectural and engineering fees, fixtures, furnishings, signage, trade fixtures and equipment. In addition, within ninety (90) days after completion of construction, Paradies shall, at its expense, provide the President & CEO with record drawings showing the "as built" condition of all Improvements constructed by Paradies on the Premises in both hard copy and electronic format acceptable to the Authority. Paradies shall further provide the President & CEO with such information and supporting documents pertaining to the cost and replacement value of the improvements to the Premises as the President & CEO may from time to time request.

D. Completion of Improvements.

1. Upon the President & CEO's approval of Paradies's plans and specifications and when authorized to occupy the Premises and proceed with construction of improvements in accordance with the provisions of Article 2. and Article 6. and applicable law, Paradies shall promptly begin construction and installation of the approved Improvements, furnishings, fixtures, signage and trade fixtures at the Premises and diligently proceed to completion; provided, however, that any delay in construction due to Paradies not being provided access to the Premises on the date specified in Article 2., or due to fire, earthquake, wars, or other calamity beyond the reasonable control of Paradies (an "Excused Delay"), or wrongful acts of Authority or one of its contractors, shall extend the time within which such construction and installation shall be completed for a like period. Paradies shall require its general contractor: to (a) provide construction administration and inspection services throughout construction on the Premises, one

(1) inspection weekly at a minimum, and (b) to attend weekly construction meetings with Authority representatives. Paradies agrees (i) that its Improvements, fixtures, furnishings, trade fixtures and equipment to be constructed or installed in the Premises shall be completed for Phase I units no later than 90 days for retail, and 120 days for food and beverage following space turnover from the Authority or its contractor; and (ii) that a delay in completion of any Improvements beyond such date will not postpone the Term Commencement Date and Paradies's obligation to open for business and begin paying Concession Fees to the Authority as required elsewhere herein, unless such delay results from Paradies not being afforded access by the Authority to the Premises for purposes of construction, or the delay in construction results from an Excused Delay (in which event Paradies's obligation to open for business and the Agreement Commencement Date shall be delayed by, as applicable, the number of days that an Excused Delay delayed Paradies' construction of its Improvements to the Premises).

2. Paradies's improvements to the Premises are required to be substantially completed as determined by Paradies's architect and engineer and the President & CEO prior to opening of the Premises for business. For all items that can reasonably be completed within thirty (30) days, Paradies shall use good faith efforts to address all such punch list items within thirty (30) days of substantial completion. For any item that requires longer than thirty (30) days, Paradies shall provide a timeline for completion which shall be agreed and approved in writing by the President & CEO.

3. At all times during the construction and installation of all Original Improvements and all other Improvements, fixtures, trade fixtures, furnishings and equipment by Paradies, Paradies shall coordinate the activities of its contractors and installers on the Premises with Authority.

E. **Removal of Property.** So long as it is directed and permitted by the Authority, Paradies shall, within four (4) calendar days after the expiration or sooner termination of this Agreement, remove from the Premises its furnishings, interior signage, trade fixtures, equipment, and other personal property, provided that such removal can be accomplished without material injury to the Premises or any Improvements thereto and provided that any damage caused to the Premises or Improvements thereto as a result of such removal is repaired by Paradies at its own cost and expense to the satisfaction of the President & CEO. Any property not so removed within such time period shall become the sole property of Authority, or, alternatively, Authority may remove and dispose of such property at Paradies's expense.

ARTICLE 7 - OBLIGATIONS OF PARADIES

A. **Standards for Operating Concession.** Paradies shall, at all times, comply with the Standards for Operating Concessions attached hereto as Appendix 1 and are incorporated herein by reference.

B. **Maintenance of Premises.**

1. Except for such maintenance which is the responsibility of the Authority in accordance with the terms of Article 8.A., below, Paradies shall, at its own cost and expense, at all times during the term hereof, maintain the Premises, all Improvements, furnishings, fixtures, trade fixtures, equipment, inventory, displays and other property on the Premises in a safe, clean,

orderly, and attractive condition and in good working order. Paradies shall provide all janitorial services within the Premises, tables and seating area between units CC-1 and CC-2, and along pathways to and from support space and garbage disposal areas, as needed, to maintain safety and cleanliness. Paradies shall ensure routine floor cleaning of back-of-house, service ways and common areas will occur as needed and that no F&B concession-generated garbage is tracked onto public flooring. Paradies responsibility includes the immediate cleaning of any flooring soiled by its F&B operations. Paradies provided janitorial services must be provided equal to or greater than the standards of cleanliness and appearance required by Authority for all public areas. To maintain high standards throughout the airport, Authority shall have the right to perform such services for Paradies in the event of Paradies failure to do so and to charge Paradies for the labor and materials used at such rates as Authority may establish; provided, however, that Authority, before commencing janitorial services within the Premises, shall give Paradies written notice of its default and a five (5) day period in which to correct any default Paradies further agrees to implement and perform on schedule all procedures required by the President & CEO from time to time for the proper cleaning and maintenance of common concession areas of the premises.

2. Paradies shall refurbish the interior of the Premises as necessary. Paradies shall maintain the Premises in a condition consistent with opening day fresh. In order to comply with this requirement, Paradies shall repaint or refinish, at Paradies own cost and expense, high traffic areas within the Premises subject to greater than normal wear on a schedule to be specified by Paradies, or as may be directed by the Authority, if Paradies fails to provide a reasonable refurbishment schedule. All improvements, and other furnishings that become worn, chipped, dented, gouged or otherwise damaged, shall be repaired or replaced by Paradies at Paradies sole expense as soon as reasonably possible. All such maintenance, repairs and replacements shall be performed by Paradies in compliance with the requirements of Article 6.C. through E., and shall be of quality equal to the Original Improvements in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of the President & CEO, not to be unreasonably withheld or delayed.

3. The President & CEO shall be the sole judge of the quality of the maintenance performed by Paradies. The President & CEO, at any time, without notice, enter upon the Premises to determine if maintenance is being performed satisfactorily. If it is determined that said maintenance is not satisfactory, the President & CEO shall so notify Paradies in writing. If Paradies does not commence the cure within three (3) days of receipt of such written notice, diligently pursue such cure and complete such cure to the satisfaction of the President & CEO within fifteen (15) days of receipt of such written notice, the Authority or its agents shall have the right (in addition to any other remedy hereunder) to enter upon the Premises and perform such maintenance, and Paradies agrees to promptly reimburse the Authority for the cost therefore, plus fifteen percent (15%) thereof for administrative overhead.

4. In transporting food and beverage, grease waste, products, trash, and refuse associated with its operation on the Premises to and from the Premises, Paradies shall use only carts, vehicles or conveyances that are sealed and leak proof and that are equipped with wheels suitable for operating on carpets, terrazzo, and tiles without damage.

5. Paradies shall abide by the Display Standards as shown on **Exhibit "F"** attached hereto and made a part hereof. The President & CEO shall have the right at any time during the term of this Agreement to enter the Premises to ensure that Paradies's operations

conform to the Display Standards. Within 5 days upon its receipt of written notice from the President & CEO that it has been determined that Paradies's display, design, or operations are not in compliance with the Display Standards or the other provisions of the Agreement, Paradies shall make modifications necessary to achieve compliance, within two days, unless approved in writing by the Authority.

C. **Correction of Violations.**

Notwithstanding any other provision of this Agreement, if the President & CEO, in his sole discretion, determines that a condition on the Premises is hazardous or potentially hazardous to persons or property, he may direct Paradies to correct such condition, either in writing or orally, and Paradies shall, at its expense immediately comply with such directive. If the President & CEO directs it to do so, Paradies shall close the Premises or any portion thereof until such hazardous or potentially hazardous condition is corrected. The Authority may declare Paradies in default of this Agreement for failure to promptly comply with a directive of the President & CEO without reference to the thirty (30) day notice period set forth in Article 14.A.3.

D. **Cooperation with Successor Concessionaire.** Upon the expiration or earlier termination of this Agreement, Paradies agrees to cooperate fully with the Authority and with all successor concessionaires to ensure a smooth transition from Paradies to such successor concessionaires and to provide continuity of first-class services to the traveling public.

ARTICLE 8 - OBLIGATIONS OF THE AUTHORITY

A. **Authority's Maintenance Obligation.** The Authority shall, at its expense, maintain the Terminal in good condition including the ventilating and air conditioning equipment, electrical, fire suppression, water and sewer systems, and gas, where applicable, up to the lease line of each concession unit. The Authority agrees to make all necessary structural repairs to the Premises at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to interior doors or windows, repairs to any Improvements to the Premises constructed or installed by Paradies, and further provided that Paradies shall reimburse the Authority, within ten (10) days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as the result of the negligent or intentional acts of Paradies, its owners, officers, partners, employees, agents, contractors, subcontractors, licensees or invitees. Paradies shall give the Authority written notice describing any repair which is the responsibility of the Authority and the repair process shall be commenced by the Authority promptly after its receipt of such written notice if the Authority agrees that such repair is required and is the Authority's responsibility hereunder.

B. **Utility Service Costs.** The utilities to each of the concession locations shall be separately metered. Paradies shall pay all costs associated with electric, water, and natural gas expenses to the Premises either directly to utility provider or billed by the Authority as a pass-through.

C. **No Other Obligation of the Authority.**

1. Paradies acknowledges that the Authority has made no representations or warranties concerning the suitability of the Premises for Paradies's use or for any other use, and that except as expressly provided in this Agreement, the Authority shall have no obligations

whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

2. Paradies hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of constructing Improvements to the Premises, and the costs of furnishings, fixtures, trade fixtures, signs, inventory and equipment needed to operate from the Premises hereunder; that it has done its own projections of the volume of business it expects to generate in operating from the Premises hereunder; that it is relying on its own business judgment concerning its prospects for operating on the Premises under this Agreement on a profitable basis; and that Authority has not made any representations or warranties with respect to any such matters.

3. Authority does not warrant the accuracy of any statistics provided by Authority or anyone on its behalf. Additionally, Authority does not warrant the accuracy of any projections relating to the Airport and its operations. Paradies agrees that Authority shall not be responsible for any inaccuracies in such statistics, projections or their interpretation.

4. All statements contained in this Agreement or otherwise made by Authority or anyone on its behalf concerning any measurement relating to the Premises or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Paradies under or in connection with this Agreement.

5. Authority shall not be liable to Paradies for any loss of business or damages sustained by Paradies as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the Terminal or the Airport, including, but not limited to, any restriction of access to the Airside portions of the Terminal to ticketed passengers.

ARTICLE 9 -STORAGE SPACE

To the extent that storage space is available in the Terminal, the Authority will make available to Paradies additional space within the Terminal outside the Premises for the storage of food, beverages, goods, merchandise and supplies used in connection with the operation of the Concession. The location and amount of such space shall be determined in the reasonable discretion by the Authority. In the event Paradies requests additional space and space is available, Paradies may lease the storage space at the rental rate applicable to terminal rental rates and other terms applicable thereto.

ARTICLE 10 - LETTER OF CREDIT OR CASH DEPOSIT

Paradies shall provide to Authority on the execution of this Agreement, an irrevocable Letter of Credit ("Letter of Credit") drawn on a bank or financial institution doing business in North Carolina, using a form as shown on the attached **Exhibit "G"**, or in lieu thereof a Cash Deposit. Such Letter of Credit or Cash Deposit shall be effective as of the Agreement Effective Date hereof and shall be maintained by Paradies throughout the term of this Agreement. The amount of the Letter of Credit or Cash shall be set at \$150,000.00, and shall be adjusted following the setting of the MAG and the Letter of Credit or Cash Deposit shall be adjusted to be in an amount equal to fifty (50%) of the Minimum Annual Guarantee (the amount of the Letter of Credit or Cash

Deposit, as applicable, shall be rounded to the nearest One Thousand Dollars (\$1,000.00)). Such Letter of Credit, or Cash Deposit, as applicable, shall guarantee the faithful performance by Paradies of all its obligations under this Agreement, including, without limitation, the payment by Paradies of all Concession Fees due hereunder. In the event that any Letter of Credit provided under this Article 10 shall be for a period of less than the full term of this Agreement, or in the event the amount of the Letter of Credit is to be increased or decreased, Paradies shall provide a renewal or replacement Letter of Credit which complies with the requirements of this Article 10 at least thirty (30) days prior to the date on which the previous Letter of Credit expires. The Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future expiration date, unless thirty (30) days prior to any expiration date the Bank on which the Letter of Credit is drawn, shall notify the Authority in the manner required elsewhere herein that such Bank elects not to consider the Letter of Credit renewed for any such additional period. Paradies's failure to timely provide a replacement Letter of Credit hereunder shall constitute a default under this Agreement and the Authority shall be entitled to any remedies provided hereunder, and may, without limitation, draw on the full amount of its existing Letter of Credit. If Paradies provides Authority with a Letter of Credit, Paradies shall maintain such Letter of Credit in effect for at least one (1) year after the expiration or earlier termination of the term hereof in the amount required for the last Concession Year during the Agreement Period. However, the Authority shall release any existing Letter of Credit provided by Paradies upon the Authority's receipt of a replacement Letter of Credit that complies with the requirements of this Article 10.

ARTICLE 11 - AUTHORITY'S RIGHT TO REPAIR OR ALTER FACILITIES

Notwithstanding any other provisions herein contained, Authority shall have the absolute right to make any repairs, alterations, and additions to the Terminal, as well as the right within 5 days notice to enter the Premises for the purpose of so doing, free from any and all liability to Paradies for any loss of business or damages sustained by Paradies for whatever reason as a result of the making of any such repairs, alterations or additions.

ARTICLE 12 - INDEMNIFICATION AND INSURANCE

A. **Indemnification**. Paradies shall indemnify, defend and hold completely harmless Authority, and the members (including, without limitation, all members of the governing board of Authority), officers, agents and employees of each, from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Premises, including any Improvement thereto, or Paradies's operations at the Airport or in connection with any of Paradies's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of Paradies or its officers, partners, employees, agents, contractors, subcontractors, licensees or invitees, regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was

proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Paradies or Paradies's officers, partners, employees, agents, contractors, subcontractors, licensees or invitees or (b) arising out of the failure of Paradies to keep, observe or perform any of its obligations under this Agreement. Authority shall give Paradies reasonable notice of any suit or claim for which indemnification will be sought under this Article 12.A., allow Paradies or its insurer to compromise and defend the same to the extent of its interests (subject to Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Article 12.A., Paradies shall use counsel reasonably acceptable to Authority.

B. Liability Insurance.

1. Paradies, at its own cost and expense, shall purchase comprehensive commercial general liability insurance protecting Paradies, the Authority, and the members (including, without limitation, all members of the governing board of Authority), officers, agents and employees of each, from and against any and all liabilities arising out of or relating to Paradies's use or occupancy of, or to the conduct of its operations on, the Premises and at the Airport. Such insurance shall be effective at the date of this Agreement and shall be maintained by Paradies throughout the term of this Agreement. Limits of liability thereunder shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), combined single limit or its equivalent, per occurrence, and the policy shall be in a form and with a Paradies or companies reasonably acceptable to the President & CEO, and with contractual liability coverage for Paradies's covenants to and indemnification of Authority under this Agreement. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention Authority may have, and that any such other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy had been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

2. If the nature of Paradies's use of the Premises or business operations on the Premises are such as to place any or all of its employees under the coverage of workers' compensation or similar statutes, Paradies shall also purchase workers' compensation or similar insurance with a company reasonably acceptable to Authority affording the required statutory coverage and containing the requisite statutory limits to be effective at least twenty (20) days prior to the Commencement Date or to the commencement of any construction or installation on the Premises, whichever first occurs, and to be maintained by Paradies throughout the term of this Agreement.

3. The declarations page(s) or certificate of insurance in an ACORD form or its equivalent from all insurance policies obtained by Paradies in accordance with the provisions of this Article 12.B. shall be furnished to the President & CEO by the date of this Agreement and at least thirty (30) days prior to the expiration or termination of the coverage provided under any prior policy. Such declarations page(s) shall indicate that the Authority and the members (including, without limitation, all members of the governing board of the Authority), officers, employees and agents are named as additional insured. Each declaration page shall indicate that such insurance coverage will not be reduced or canceled without having first given at least thirty

(30) days' prior written notice to the President & CEO. The President & CEO shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Agreement, and Paradies shall comply with all reasonable requests of the President & CEO with respect thereto.

C. **Property Insurance.**

1. Authority may, at its option, maintain property insurance on the Terminal, but it is expressly understood that such insurance shall not cover Improvements, furnishings, fixtures, trade fixtures, signs, equipment or other property of Paradies.

2. Paradies shall, without expense to Authority, obtain and maintain in effect through the term of this Agreement, for the benefit of Paradies and Authority of certain of Authority's outstanding Airport revenue bonds, as their interests may appear, property insurance on the full insurable value of all Improvements, furnishings, fixtures, trade fixtures, signs and equipment hereafter installed on the Premises by Paradies, on a replacement cost basis, in such form and with such Paradies or companies as the President & CEO shall approve. Such insurance shall be effective by the date of this Agreement, shall be maintained by Paradies throughout the term of this Agreement, shall have furnished with it to the Authority the declarations page(s) from the insurance policy or policies evidencing such coverage, and such declarations page shall indicate the names of the additional insureds and that the policy or policies will not be cancelled or reduced or otherwise modified without at least thirty (30) days prior written notice thereof to the Authority.

3. At least twenty (20) days prior to the Agreement Effective Date or the commencement of any construction or installation on the Premises, whichever first occurs, and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided by Paradies under this Article 12.C., Paradies shall furnish to the President & CEO the declarations page(s) from the insurance policy or policies evidencing such coverage, and such declarations page(s) shall indicate that Authority and Paradies are named as loss payees as their interests may appear, and that the policy or policies will not be canceled or reduced without thirty (30) days' prior written notice thereof to Authority.

4. Paradies, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against Authority for any loss of or damage to property it may suffer as a result of any fire or other peril normally insured against under a policy of property insurance.

D. **Liquor Liability.** If alcoholic beverages are served or sold at the Airport, Paradies shall provide coverage in an amount not less than \$2,000,000 per occurrence.

E. **Business Interruption.** Paradies shall maintain gross earnings and extra expense insurance that shall include coverage for all amounts due in accordance with Article 5.A of this Agreement for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent and fee payments to Authority.

F. **Authority's Right to Purchase.** If Paradies does not comply with its covenants made in paragraphs B, C, or D of this Article 12, the President & CEO shall have the right, but

not the obligation, to obtain such insurance and, in such event Paradies shall pay the premium for such insurance upon the President & CEO's demand.

G. **Member Protection.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Paradies under this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any past, present or future member, officer, employee or agent, of Authority, as such, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part of otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

H. **Survival of Provisions.** The provisions of this Article 12 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13 - DAMAGE OR DESTRUCTION

A. **Minor Damage.** If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by Authority, to the extent of its receipt of insurance proceeds therefor, subject to the limitations of Article 13.D., provided, however, that if the damage is caused by the negligent act or omission of Paradies, its officers, agents, employees, contractors, subcontractors, licensees or invitees, Paradies shall be responsible for reimbursing Authority for the cost and expense incurred in such repair. In the event of such minor damage there will be no abatement of the Concession Fees payable by Paradies to Authority hereunder.

B. **Substantial Damage.** If all or a portion of the Premises shall be damaged by fire, explosion, the elements, public enemy, or other casualty, to such an extent as to render the Premises or such portion thereof untenable, but which can reasonably be repaired within thirty (30) days, the same shall be repaired with due diligence by Authority at its own cost and expense, subject to the limitations of Article 13.D., below, and there shall be an equitable abatement of the Concession Fees payable by Paradies to Authority from the time of such damage until such time as the Premises are fully restored and certified by Authority's engineers as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Paradies, its officers, agents, employees, contractors, subcontractors, licensees or invitees, the Concession Fees payable by Paradies to Authority hereunder will not abate and Paradies shall be responsible for reimbursing Authority for the cost and expenses incurred by it in such repair.

C. **Extensive Damage.**

1. In the event that all or a portion of the Premises are destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days, Authority shall be under no obligation to repair, replace or reconstruct the Premises, and may terminate this Agreement. The Concession Fees payable by Paradies to Authority hereunder shall abate as of the time of Paradies' redelivery of the Premises to Authority and shall thereafter cease until such time as said Premises are restored so as to render the Premises tenable and returned to Paradies or Authority elects to terminate this Agreement by written notice to Paradies. If within twelve (12) months after the time of such damage or destruction Authority has neither elected to terminate this Agreement nor repaired, replaced or reconstructed the Premises to the extent required by Article 13.D., below, Paradies may terminate this Agreement by written notice to Authority.

2. Notwithstanding the foregoing, if said Premises are destroyed or so damaged and rendered untenable so that they cannot reasonably be repaired within thirty (30) days as a result of the negligent act or omission of Paradies, its officers, agents, servants, employees, contractors, subcontractors, licensees or invitees, the Concession Fees payable hereunder shall not abate and Authority may, in its discretion, require Paradies to complete repair and reconstruction of said Premises promptly and pay the costs therefore, or Authority may repair and reconstruct said Premises, and Paradies shall be responsible for reimbursing Authority for the costs and expenses incurred in such repair and reconstruction.

D. **Limits of Authority's Obligations Defined.** In the application of the provisions of paragraphs A through C of this Article, Authority shall in no event be obligated to repair, replace or reconstruct the Premises in any manner other than as set forth as the Obligation of the Authority in Article 6.A.1.

E. **Damage or Destruction of Improvements.** Should Paradies' Improvements to the Premises or its furnishings, fixtures, interior signage, trade fixtures, and equipment, or any part of them, be destroyed or damaged, whether or not said damage or destruction is covered by insurance, Paradies shall, at its sole cost and expense, and in compliance with 6.C. through E. reconstruct all Improvements to the Premises and replace all furnishings, fixtures, interior signage, trade fixtures and equipment with all such replacements being of equal quality to those originally installed by Paradies in the Premises, except in the event that the Premises are so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days and Authority has elected to terminate this Agreement as provided in Article 13.C. If Paradies fails to repair or replace such improvements in accordance with a schedule approved by Authority, Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Paradies the cost and expense thereof.

ARTICLE 14 - DEFAULT BY PARADIES

A. **Events of Default.** Any one of the following events shall constitute an "Event of Default" by Paradies hereunder:

1. The failure of Paradies to make any payment required to be made by Paradies hereunder when due as herein provided, which failure is not remedied within ten (10)

days after notice being given to Paradies;

2. The failure of Paradies to provide any financial report required to be submitted to Authority or any officer or employee thereof by Paradies when due as herein provided, which failure is not remedied within ten (10) days after notice thereof;

3. The failure of Paradies to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Paradies, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after notice thereof;

4. The repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) of Paradies to make any payment required to be made by Paradies hereunder (provided that notice of such failure shall have been given to Paradies, but regardless of whether Paradies shall have remedied any such failure, or Paradies's repeated failure to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Paradies regardless of whether Paradies shall have remedied any such failure within the time provided for in such notice);

5. Abandonment of the Premises at any time prior to the expiration of this Agreement without the prior written consent of Authority, except as permitted under the provisions of this Agreement;

6. Commencement by Paradies or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness;

7. Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Paradies or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;

8. Insolvency of Paradies or any guarantor or surety of this Agreement, or if Paradies or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due;

9. The making by Paradies or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

10. The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Paradies or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance;

11. The placement of any lien upon the Premises or any improvements thereto which is not discharged of record within thirty (30) days, or any levy under any such lien; or

12. The occurrence of an event of default under any other agreement, concession or otherwise, between Paradies and Authority. In addition, Paradies hereby agrees that the occurrence of an Event of Default under this Agreement shall constitute an event of default under any agreement, concession or otherwise, between Paradies and Authority.

13. Paradies fails to maintain its liquor license(s) and meet its obligations set forth in Article 2.A.4.

B. **Remedies Upon Paradies's Default.** Upon the occurrence of any Event of Default, as defined in Article 14.A. the Authority may pursue any of the following remedies, or such other remedies as may be available to the Authority at law or in equity:

1. The Authority may terminate this Agreement by giving notice thereof to Paradies. In such event, the term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title and interest of Paradies hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term or any option period of this Agreement had elapsed; or

2. Without terminating this Agreement, terminate Paradies's right to possession of the Premises, retake possession of the Premises, and recover immediately from Paradies damages calculated as follows:

a. all unpaid Concession Fees that had been earned at the time of termination of Paradies's right to possession, together with,

b. the amount by which the unpaid Concession Fees earned after the date of termination of Paradies's right to possession of the Premises until the time of award of a new agreement for the Premises exceeds the amount of the loss of Concession Fees that Paradies proves has been or could have reasonably been avoided, together with,

c. the worth, at the time of such award, of the amount by which the unpaid Concession Fees for the balance of the term after the time of award of a new agreement for the Premises exceeds the amount of the loss of Concession Fees that Paradies proves could reasonably be avoided. (For purposes of this subparagraph c., the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth.)

d. Upon entry of judgment for such damages, as described above, this Agreement shall be deemed to be terminated; or

3. The Authority may, without terminating this Agreement, terminate Paradies's right to possession of the Premises, retake possession of the Premises and relet the Premises (including any Improvements), or any part thereof, for a term at the Authority's option, that may be less than or exceed the period which would otherwise have constituted the balance of the term of this Agreement. In such event, Paradies shall pay to the Authority any deficiency

between the rent herein reserved and the net amount of the rents collected on account of any other agreement for the Premises for each month of the period which would otherwise have constituted the balance of the term of this Agreement, provided that the Authority has made a good faith effort to re-let the Premises at a rental rate which it determines to be reasonable under the circumstances. The Authority may recover such deficiency from Paradies at the time each payment becomes due under the Agreement, or, at the Authority's option, upon the expiration of the term of this Agreement.

C. Further Provisions Regarding Default.

1. In any event and irrespective of any option exercised, Paradies shall pay to the Authority upon demand all of the unpaid Concession Fees and other sums due from Paradies hereunder prior to the date that Authority terminates the Agreement or Paradies's right to possession of the Premises, and all of Authority's costs, charges and expenses, including reasonable Attorney's Fees, and fees of agents and others retained by Authority, incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Paradies contained in this Agreement or for any other relief against Paradies, and including, with respect to the options set forth in Article 14.B.2. and 3. all costs and expenses of Authority in connection with the reletting of the Premises and collection of Concession Fees due and owing from any new concessionaire, and the cost of all repairs or renovations reasonably necessary in connection with the reletting, including, without limitation, brokerage and reasonable Attorneys' Fees. Even if it has previously elected to proceed under Article 14.B.2. or 3., , Authority may, at any time thereafter, elect to terminate the Agreement; provided, however, that no action taken by Authority pursuant to this Article 14 shall be deemed to terminate this Agreement unless written notice of termination is given by the Authority to Paradies.

2. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance by Authority of any sums from Paradies at any time when Paradies is in default under any covenant or condition hereof shall not be construed as a waiver of such default or of Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Authority to Paradies be taken as an estoppel against the Authority, it being expressly understood that the Authority may, at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

3. The rights and remedies given to Authority by this Agreement shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

4. It is expressly agreed that in the event of default by Paradies hereunder, Authority shall have a lien upon all goods, chattels, personal property and equipment of any description belonging to Paradies which are located on, or become a part of the Premises or any improvements thereto, as security for any fees or other charges which are then due or which

become due for the remainder of the term of this Agreement, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, and Paradies shall not remove or permit the removal of any of such property until all defaults under this Agreement have been cured.

ARTICLE 15 - ASSIGNMENT AND SUBCONTRACTS

A. **Authority's Rights to Approve Assignments and Subcontracts.** Paradies shall not sell, assign, sublease or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment, sublease or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder without the Authority's prior written approval, which approval shall not be unreasonably withheld. Authority may condition its approval of any such sale, assignment, sublease or transfer upon the payment to Authority by Paradies of its reasonable attorneys' fees incurred in connection with considering or approving such a request for assignment or subcontract. Paradies shall not be deemed released from its obligations under the Agreement, but shall be and remain secondarily liable and obligated to the Authority for the full and complete performance of the obligations arising from and after the date hereof under the Agreement.

B. **Change of Control.** If Paradies is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Paradies to result in a change of control of Paradies shall be deemed an assignment of this Agreement for purposes of this Article 15. If Paradies is a partnership, transfer of any interest in the partnership, which results in a change in control of such Paradies, shall be deemed an assignment of this Agreement for purposes of this Article 15.

ARTICLE 16 - WAIVER OF CLAIMS

Paradies hereby waives any and all claims it now has or may hereafter have against the Authority, and against any member (including, without limitation, all members of the governing board of Authority), officer, agent or employee of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Paradies further hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Premises available to Paradies or by reason of any defects or deficiencies in the Premises or in the Terminal or because of any interruption in any of the services thereto, including, but not limited to, power, gas, telephone, heating, air-conditioning or water supply systems, drainage or sewage systems, and Paradies hereby expressly releases Authority from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 17 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

A. **Required Covenants.** The provisions set forth in the Required Covenants, attached hereto as Appendix 2, are incorporated herein as if set forth in this Agreement verbatim. The Authority shall have the right to enforce the Required Covenants.

B. **Remedies; Attorneys' Fees and Costs.** All remedies provided to the Authority

in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that any proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable Attorneys' Fees, reasonable expert witness fees, and any other expenses incurred in connection with such proceedings.

C. **Warranty of Paradies as to Conflicts of Interest.** Paradies represents and warrants to Authority that, except as may be disclosed in and attached hereto, no member, officer, employee or agent of Authority has any interest, direct or indirect, in the business of Paradies to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

D. **Notices.** All notices required or permitted to be given by Authority to Paradies hereunder shall be in writing and delivered to it by hand delivery at the Airport, email return receipt requested, or by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested, addressed to Paradies at the address shown below. All notices required or permitted to be given to Authority hereunder shall also be in writing and delivered to it by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested addressed to:

Greater Asheville Regional Airport Authority
Attention: President & CEO
61 Terminal Drive, Suite 1
Fletcher, NC 28732
Email: pr@flyavl.com

Paradies Lagardere @ AVL, LLC
Attention: Legal Counsel
2849 Paces Ferry Road
Overlook I, 4th Floor
Atlanta, GA 30339
Email: karen.suttle@paradies-na.com

Either party may change its address for purposes of this paragraph by written notice similarly given. Notices shall be deemed given the first to occur of actual receipt; the day following the placement with an overnight courier service for next day delivery, properly addressed and fee prepaid; or the third day following the deposit of the same in United States Certified Mail, properly addressed and postage prepaid.

E. **Regulations of Authority.** The rights and privileges granted to Paradies hereunder and the occupancy and use by Paradies of the Premises shall at all times be subject to the reasonable rules and regulations of Authority as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Authority's Policy and Procedures Manual as the same may be amended from time to time.

F. **Interest.** Any sums payable to Authority by Paradies under any provisions of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

G. **Miscellaneous Provisions.**

1. Paradies and its employees shall promptly observe and comply with applicable provisions of all municipal, county, state or federal laws, ordinances, regulations or rules which govern or apply to Paradies or to its operations hereunder.

2. Paradies shall, at its own cost and expense, procure and keep in force during the term of this Agreement, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for Paradies to operate from the Premises granted hereunder, and shall pay all taxes (including sales and use taxes), assessments (including, without limitation, stormwater utility fees), excises, license, certification, permit and examination fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on Paradies's property, on its operations, on its gross receipts, on its income, on this Agreement and the fees payable to Authority hereunder, on the rights and privileges granted to Paradies herein, on the Premises and on any and all Improvements on the Premises, and Paradies shall make and file all applications, reports, and returns required in connection therewith.

3. Paradies shall, at its own cost, ensure that its Improvements, facilities, furnishings and equipment and the functions it performs hereunder comply with the requirements of the 1990 Americans with Disabilities Act ("ADA").

4. Paradies agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Authority, any damage caused by Paradies or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any Improvements or property located thereon, subject to the provisions of Article 13.

5. Paradies is not authorized to act as Authority's agent hereunder and shall have no authority, express or implied, to act for or bind Authority hereunder and nothing contained in this Agreement shall be deemed or construed by Authority or Paradies or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make Authority the joint employer of any employee of Paradies.

6. Authority, through its designated agents, shall have the right during Paradies's normal business hours (and at any time during an emergency) to inspect the Premises and the property of Paradies located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

7. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

8. Time is expressed to be the essence of this Agreement.

9. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

10. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

11. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the President & CEO or the Authority, or if a determination or judgment is to be made by the President & CEO or the Authority, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the President & CEO or the Authority.

12. Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, Terminal (including entering the Premises), landing areas and taxiways as it may reasonably see fit, free from any and all liability to Paradies for the loss of business or damages of any nature whatsoever to Paradies occasioned during the making of such improvements, repairs, alterations and additions including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

13. As required by North Carolina law, the Authority hereby includes the following notification as part of this Agreement:

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

14. Paradies understands that the Premises are located within or adjacent to the air operations area of the Airport. Paradies shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Premises and adjoining elevators so as to prevent unauthorized persons from obtaining access to the air operations area of the Airport. Any fines or other penalties incurred by the Authority as a result of Paradies's (or its subtenants') breach of this Article 17., shall be included in the indemnification provided to Authority pursuant to Article 12.A., hereof.

15. Transportation Security Administration ("TSA") Airport Security. Paradies acknowledges that security is of primary importance at the Airport and that security requirements are likely to change during the term of this Agreement. Paradies shall at all times comply with all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 CFR Part 1542 "Airport Security" or any amendment or successor thereto, and Paradies will work cooperatively with Authority in connection with the same. Paradies understands and agrees that the same may impact Paradies business operations and costs. Paradies further agrees that it shall be strictly liable for the payment of any civil or criminal penalties assessed against the Airport or Paradies relating to

security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof for any reason, including any consequences resulting from any acts and or omissions of its officers, employees, representatives, agents, servants, subtenants, consultants, contractors, successors, assigns, and suppliers. The provisions of this Article 17., shall in no way be construed to limit Paradies' obligations and Authority's rights set forth in Article 2 of this Agreement. Paradies acknowledges and understands the TSA maintains a list of prohibited items that are not allowed in the sterile areas of the Airport. Paradies is required to comply with all rules and regulations and have procedures in place to ensure compliance by all Paradies personnel. A full list of current prohibited items can be found by visiting <https://www.tsa.gov/travel/security-screening/whatcanibring/all> on the internet. This list is updated and modified periodically. It is the responsibility of Paradies to monitor these items and ensure compliance.

H. **Applicable Law.** This Agreement has been entered into and shall be governed by, and shall be construed and interpreted in accordance with the laws of, the State of North Carolina. Any proceedings whether local, state or Federal brought by any party to this Agreement, arising out of any covenant, provision or condition of this Agreement shall be filed in a court of competent jurisdiction in Buncombe County, North Carolina.

I. **Entire Agreement.** This Agreement, together with the Exhibits, and Appendices, attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Paradies hereby affirms the completeness and accuracy of the information provided by Paradies to Authority in the Proposal, and in all attachments thereto and enclosures therewith, submitted by Paradies to Authority in connection with the award of the Concession.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

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

PARADIES LAGARDÈRE @ AVL, LLC.



By: Gregg Paradies
President & CEO

APPENDIX 1

Standards for Operating Concession

A. **Operating Hours.** Paradies shall operate all the Concessions on the Premises in accordance with the provisions of this Agreement from one (1) hour prior to the first commercial flight scheduled departure boarding time to the last scheduled commercial flight departure boarding time, seven (7) days per week. Flight delays or other irregular operations occur because of weather and similar events. To accommodate customers, Paradies must be able to quickly extend operating hours (staying open later, adding additional staff, ensuring sufficient inventory). Paradies shall monitor flight activity daily and during irregular airline operations, ensure the needs of the passengers are met.

B. **Type of Operation.** Paradies shall at all times during the term hereof occupy, equip, furnish, operate and maintain a first-class facility on the Premises for the preparation and sale of food, beverages and merchandise and shall keep the Premises in a safe, clean, orderly, and attractive condition satisfactory to the President & CEO and conform to Authority approved design. Paradies shall maintain a sufficient number of trained personnel to ensure that customers of Paradies will receive prompt and courteous service at all times. Paradies shall offer for sale only food, beverages and merchandise of the highest quality. Any item of food, beverage, merchandise or service which the President & CEO deems offensive to the general public shall be promptly and permanently removed by Paradies from the Premises upon notice from the President & CEO. Paradies shall not permit any nuisance, waste or injury to be committed on the Premises.

C. **Quality of Food, Beverages and Merchandise.**

1. Paradies acknowledges that the primary goal of the Authority, with regard to the concession operations hereunder is to provide to the public and the air traveler high quality food, beverages and merchandise and first class service at reasonable prices. Paradies shall serve only high quality food, beverages and merchandise which shall be comparable in quality to comparable food, beverages and merchandise served in first class facilities of similar type in the Asheville metropolitan area (Buncombe, Haywood, Henderson, Madison and Transylvania Counties) areas. In the preparation, sale and service of all food, beverages and merchandise, Paradies shall conform in all respects to applicable municipal, county, state and federal laws, ordinances and regulations.

2. Upon written notice to Paradies by the President & CEO of any violation of this Appendix 1.C. with respect to the failure to comply with any applicable municipal county, state and federal laws, ordinances and regulations with respect to the services provided at the Premises (which notice shall specify the deficiency constituting the violation), Paradies shall correct such violation within twenty four (24) hours of the time of receipt of such written notice (or such greater period of time that the President & CEO may allow) and promptly advise the President & CEO in writing of the corrective measures Paradies has taken.

3. At any time during the term of this Agreement, the President & CEO may undertake an audit or monitor (either internally or with an outside consultant) of the overall quality of the food, beverages, merchandise and services of any Premises (or the quality of one or more particular items thereof) served or sold by Paradies in the Terminal. If the survey

indicates that the quality of any food, beverages or merchandise served or sold by Paradies is below that served in comparable locations, the President & CEO may send a written notice to Paradies specifying the deficiencies noted in the survey and directing Paradies to make the required improvements within fifteen (15) days from the date of receipt of such written notice (or such greater period of time that the President & CEO may allow) and promptly to advise the President & CEO in writing of the corrective measures Paradies has taken.

4. It shall be an Event of Default of Paradies if it: (i) fails within the specified time to make the improvements in the quality of its food, beverages and/or merchandise required under this Appendix 1.C.3.; (ii) fails within the specified time to make the improvements in the quality of Paradies's food, beverages and/or merchandise under this Appendix 1.C.2, a total of three (3) times (aggregating violations of this Appendix 1.C.2) during any consecutive twelve (12) month period; or (iii) fails to make the improvements in the quality of Paradies's food, beverages and/or merchandise required under this Appendix 1.C.2 within twenty four (24) hours (or such greater period as the President & CEO may allow) or Appendix 1.C.3. within forty-eight (48) hours after notice from the President & CEO on any single occasion.

D. Standards of Service.

1. Paradies shall at all times during the term hereof maintain a sufficient number of properly trained personnel to ensure that all customers of Paradies receive prompt and courteous service at all times, and all such personnel, while on or about the Premises, shall be polite, clean, appropriately attired and neat in appearance. Employees of Paradies shall wear appropriate identification badges, subject to the approval of the President & CEO, and employees performing similar jobs shall wear similar uniforms, which shall be clean and pressed.

2. Paradies shall continuously monitor the supply of food, beverage, and/or merchandise items to ensure that there is a sufficient supply of such items on hand at all times to meet the foreseeable demand therefore.

3. Paradies shall employ sufficient personnel in all facilities in the Premises to ensure that all tables are cleared and cleaned promptly, particularly at peak periods, and that condiment containers, utensil and napkin holders, where used, are replenished as necessary. Paradies shall make special efforts to maintain in a clean, presentable and sanitary condition at all times, all counter and table tops, the exterior of trash/garbage containers, all condiment stands, utensil and napkin holders, the seats of chairs, and the floor coverings.

4. Except as the President & CEO may otherwise agree in writing, Paradies shall operate this Concession at the Premises only through its own employees. Paradies shall comply with the requirements of all statutes, regulations and rules applicable to its employment practices in connection with the operation of this Concession, including, without limitation, the Fair Labor Standards Act, shall pay all appropriate federal and state employment and withholding taxes, and shall maintain records demonstrating compliance with the foregoing. All such records shall, upon reasonable notice from the President & CEO, be made available, either at the Premises, or, at the President & CEO's option, at the offices of the Authority, for inspection by Authority, through its duly authorized representatives as often as the President & CEO shall request for a period of up to three (3) years after the end of the Concession Year to which such records pertain.

E. Sanitary Condition of Premises and Equipment.

1. The Premises and all equipment and materials used by Paradies shall at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials. All trays, dishes, glassware, utensils and other equipment shall be cleaned immediately after each use and shall be kept clean until reused. Paradies shall contract with pest control company and have Premises serviced at least once per quarter and if requested by Authority in writing, to occur more frequently. Documentation of such pest control services shall be provided to the Authority. Paradies also agrees to clean the tables within the area between the unit locations CC-1 and CC-2. Grease traps and connection lines servicing the Premises shall be cleaned and maintained in proper working condition by Paradies. Kitchen exhaust fans, hoods, ducts, and grease heat trace lines shall be cleaned at least every ninety (90) days.

2. Paradies shall strictly comply with all applicable building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations and all Airport rules and regulations regarding the disposition of trash and garbage, including, without limitation, any Authority policies with respect to the operation or maintenance of grease traps, shall promptly remove from the Premises to the garbage or refuse disposal area designated by the President & CEO all rubbish, refuse, food scraps and garbage and shall remove from the Airport the accumulation of all such material in said garbage or refuse disposal area at such frequent intervals as the President & CEO may reasonable direct.

3. Paradies shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Premises or annoy, disturb or be offensive to others in the Terminal.

4. In the event Paradies fails to perform any sanitation procedures which the President & CEO determines are necessary to maintain the Premise and any improvements, furnishings, fixtures, trade fixtures, signs and equipment therein in properly sanitary condition, the President & CEO may, by written notice, direct Paradies to perform such procedures promptly, and, if Paradies fails to do so, Authority may, without waiving any of its other rights under this Agreement, enter upon the Premises to perform such procedures and require Paradies to pay the costs thereof.

F. **Deliveries.** All deliveries shall be scheduled during non-peak aircraft arrival and departure times. The Authority may issue schedules of acceptable delivery times by written notice to Paradies, which the Authority may adjust from time to time, and from which Paradies shall not deviate without the Authority's prior written consent. When transporting inventory from the dock to support spaces, or from support spaces to respective stores, Paradies shall use only carts or conveyances that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without damage thereto or excessive noise. Carts and conveyances shall be approved by the Authority. Transportation of inventory from storage units to the Premises shall be only at times approved by the Authority. Paradies shall make every effort to avoid using common areas for large quantity deliveries during peak periods. All deliveries to and from the Premises shall be during such hours and at such locations as the Authority may specify. Paradies shall not leave containers in the public view during peak operating hours, which

will change from time to time.

G. **Reasonable Prices.** Prices and charges for all food, beverages and/or merchandise offered for sale on the Premises shall be Fair and Reasonable.

1. "Fair and Reasonable" for items sold by Paradies on the Premises shall be defined as prices comparable to the prices charged for services, food, beverages, including alcoholic beverages, if allowed, and merchandise offered at comparable facilities which shall be mutually agreed upon by Paradies and the Authority. Paradies and the Authority will identify three (3) comparable locations in the Asheville metropolitan area (Buncombe, Haywood, Henderson, Madison and Transylvania Counties) areas with similar concept, size, and quality that will serve as comparable for those particular items. The three comparable locations will be identified on **Exhibit "H"**, attached hereto and made a part hereof, which shall be considered comparable for the purposes of implementing reasonable pricing. **Exhibit "H"** may be modified if any location identified thereon ceases business, changes its business concept, or the Authority determines that the identified location is no longer comparable for purposes of this Agreement. In that case, the Authority and Paradies shall agree on a replacement. No further amendment to this Agreement, other than written notification from the Authority shall be required in the event of a replacement location. If no agreement can be reached, the Authority will select the replacement location.

2. Paradies must obtain the Authority's written approval prior to increasing prices. Any requested increase must be based on rising prices for the same items at comparable locations. In no event shall the price charged by Paradies exceed an advertised price or the price indicated on the menu at the comparable location. If in the opinion of the Authority, prices do not meet the requirements of this section, the prices will be adjusted accordingly.

3. Paradies's initial schedule of food and beverage menus and merchandise are set forth in **Exhibit "B"**. The sale price of food and beverage menu items or merchandise items may not be greater than the prices that Paradies submitted and approved by the Authority.

4. Notwithstanding any other provision hereof, if the President & CEO makes a preliminary determination that any particular price or charge of Paradies on the Premises is excessive in relation to prices or charges for comparable food, beverage and/or merchandise items at the comparable facilities mentioned above, the President & CEO may notify Paradies in writing that it must reduce such price or charge, and Paradies shall have ten (10) days from the date of receipt of such notice to implement an appropriate reduction in accordance with such notice. Such price or charge may thereafter be reinstated with the President & CEO's written approval if Paradies is able to produce evidence demonstrating to the President & CEO that such price or charge is reasonable in relation to prices and charges for comparable food and beverage and merchandise products in such relevant facilities mentioned above.

5. The cash registers used by Paradies must display prices for each item so that they can be easily seen by patrons while a transaction is being made and shall provide for each patron a detailed receipt of food, beverages and/or merchandise sold.

H. **Signs and Graphics.** In entering this Agreement, Paradies acknowledges the Authority's desire to maintain a high level of aesthetic quality in all concession facilities throughout

the Terminal. The President & CEO shall have the right at any time during the term of this Agreement to enter the Premises to ensure that Paradies's operations conform to the Authority's Display Standards. Upon receipt of a written notice from the President & CEO that he/she has determined that Paradies's display or operations do not conform with the Display Standards, Paradies shall immediately make the modification to achieve conformance. All signage and graphics on the Premises must be in accordance with the Display Standards and approved by the President & CEO prior to the installation.

I. **Change Making Services.** Paradies shall provide without charge, change making service at each cashier's location in the Premises.

J. **Paging System.** Paradies shall not install any paging system within the Premises.

K. **Orderly Queuing and Crowd Control**

1. Paradies shall maintain all queuing, which occurs because of the use of the Premises as defined in this Agreement, in an orderly fashion whether such queuing occurs inside or outside the Premises or Airport. Paradies shall also keep all crowds, which may gather because of the use of the Premises as defined in this Agreement, under control whether such crowds gather inside or outside the Premises or Airport.

2. If Authority determines, in its sole judgment, that Paradies has not complied with Paragraph (K) hereof, Paradies will, upon Authority's direction and at Paradies sole expense, hire a security guard or guards and/or install temporary and removable crowd control devices in areas designated by Authority.

3. Paradies agrees to follow Authority's other directions regarding orderly queuing and crowd control.

4. If Paradies fails to comply with Authority's directions pursuant to Paragraph (K) hereof, Authority shall have the right to do so on Paradies' behalf, and Paradies shall reimburse Authority for the cost and expense of doing so.

L. **Personnel and Management.**

1. The operation and management of the Premises shall be under the constant and direct supervision of a well trained, qualified and experienced manager employed by Paradies ("Manager"). The Manager shall have the authority to make all decisions necessary in the day to day operations of the Premises including, without limitation, decisions regarding food and beverage, and merchandise returns or credits, customer complaints or concerns, Authority complaints or concerns, food, beverage and merchandise quality and price, and employee conduct. The Manager shall be available on site during the majority of operating hours and when not on the Premises, the Manager shall appoint an assistant Manager, or shift lead, with authority to act on the Manager's behalf, and/or the ability to immediately contact the Manager in order to be able to promptly respond to customer or Authority concerns. Paradies may be required to employ more than one (1) Manager to meet the requirements set forth in this Section. The Authority shall have the right to require changes in management if operating standards are consistently not being met. Paradies shall give the Authority advanced notification

of any change in management.

2. Paradies shall, in its operation of the Premises under this Agreement, employ or permit the employment of only such personnel that will assure a high standard of service to the public. All such personnel, while on or about the Premises, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than Paradies's and employee name), and courteous at all times.

3. No personnel employed by Paradies, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business in an inappropriate manner within the Premises. Paradies shall maintain a sufficient number of trained personnel to ensure that customers of Paradies will receive prompt and courteous service at all time.

M. **ACDBEs.** Airport Concession Disadvantaged Business Enterprise ("ACDBE"). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. In accordance with these requirements of the U.S. Department of Transportation, Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole in part with Federal funds and in concession agreements at Airports. Paradies agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contractor, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. Paradies agrees to include the immediately preceding sentence in any subsequent concession agreements or contracts covered by 49 CFR Part 23, (subcontracts) that it enters and cause those businesses to similarly include the statements in further agreements.

1. Paradies shall submit information as required concerning the ACDBE(s) that will participate in this concession. This information will include the names and addresses of each ACDBE and/or DBE suppliers of goods and services, a description of the work to be performed by each ACDBE, the dollar value (annual estimated gross receipts) of the ACDBE's contracted participation, and a description of the legal arrangements to be utilized. At the sole discretion of the Authority, an ACDBE goal may be established for each year of the Term of the Agreement, as measured by total estimated annual gross receipts. Paradies has entered into a Joint Venture Partnership Agreement with a North Carolina certified ACDBE, as defined in 49 CFR 23. A copy of the current certification is attached hereto as **Exhibit "I"**. The ACDBE certification number is vendor number 20488. Paradies must take all reasonable steps to maintain the ACDBE status throughout the term of this Agreement. Paradies must ensure the ACDBE certification is current at all times during this Agreement. Failure to maintain the ACDBE status or to keep the certification current may constitute an Event of Default, unless such loss of status occurs due to a change in ACDBE regulations or requirements beyond Paradies's control. In that event, Paradies must promptly notify the Authority in writing of the problem and must diligently work to regain an ACDBE provider as promptly as reasonably possible. If Paradies proposes to terminate, substitute or modify the participation of an ACDBE joint venture partner, team member, subcontractor or sub concessionaire after the Agreement Effective Date, Paradies shall submit to the Authority in advance of such termination, substitution or modification any and all documentation and information regarding the proposed change for review and approval, including the specific reasons for the proposed change in ACDBE participation.

2. Paradies shall make good faith efforts to explore all available opportunities to meet the goal to the maximum extent practicable, or, if Paradies fails to meet the goal, Paradies must document acceptable good faith efforts to meet the goal as required by the Authority.

3. Prior to November 15, of each year during the Agreement Term, Paradies will furnish Authority with a report certified by an officer of Paradies, showing Paradies' total Gross Receipts at the Airport for the time period of October 1, through September 30 of each year throughout the Agreement term and Paradies' total purchase of services, goods and products for business at the Airport during that twelve (12) month period, and the percentage of such purchases made from DBEs/ACDBEs, and the exact amount paid to each DBE/ACDBE, by name.

4. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23.

5. Paradies shall replace an ACDBE firm whose contract is terminated with another ACDBE firm in order to meet the goal, unless otherwise approved by the Authority.

6. Paradies shall maintain records and documents of payments to ACDBE's for three (3) years following their performance under this Agreement.

7. The ACDBE Participation Goal for this Agreement is 5%, as measured as a percentage of Paradies's total annual Gross Receipts. Paradies covenants that it shall take all necessary and reasonable steps to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23 (including through the purchase of goods and services). The Authority only recognizes DBEs certified by the North Carolina Department of Transportation.

N. **Automobile Parking.** The Authority shall provide one parking space for Paradies's resident manager. Employee parking will be provided by the Authority at a parking lot that is not adjacent to the Terminal. Use of the manager's space and the employee parking lot shall be subject to the Authority's rules and regulations, including payment of fees and any taxes for the manager's space, and the employee parking lot set by the Authority and subject to change from time to time at the Authority's discretion.

O. **Shopping Service.** The President & CEO shall have the right (without limitation) to monitor and test the quality of Paradies's service and the effectiveness of its cash handling procedures through the use of a professional shopping service employed by the Authority. In the event that the Authority determines through the use of such shopping service that the level of Paradies's service is below that required under the terms of this Agreement or that Paradies's sales are not being properly recorded, then Paradies shall immediately undertake the correction of the problem.

P. **Customer Complaints.** In the event that any written customer complaint with respect to Paradies's operations on the Premises is delivered to Paradies (or to the Authority and forwarded to Paradies), Paradies agrees that it shall promptly respond in writing to such complaint and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Additionally, Paradies shall provide to the Authority, without further demand, a copy of each such complaint and Paradies's written response thereto.

Q. **Employee Discount.** Paradies shall offer to all persons employed at the Airport and displaying employee identification badges authorized by the President & CEO, a discount of no less than 20% on all merchandise and food and beverage items.

R. **Local Merchandise.** In connection with food and beverage, and retail items offered by Paradies at the Premises, Paradies shall use commercially reasonable efforts to offer such items from local vendors from the Asheville metropolitan area (Buncombe, Haywood, Henderson, Madison and Transylvania Counties) areas.

S. **Disincentive Fees.** The following table sets forth a schedule of Disincentive Fees for violations of operating standards or failure to adhere to contractual requirements resulting directly from the fault of Paradies.

<u>Infraction</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Failure to complete construction and open Concession Locations within the time frames specified.	\$750 per day per location	n/a	n/a
Failure to have a cash handling and record keeping policy.	\$100 per day	\$200 per day	\$250 per day
Prices charged are not in compliance with pricing policy.	\$50 per item per day	\$100 per item per day	\$250 per item per day
Failure to make a price change as directed by the Authority within five (5) business days	\$50 per item per day	\$100 per item per day	\$250 per item per day
Prices charged are different from those displayed on signs, shelf tags, or price tags on product.	Written Warning	\$250/ incident	\$500/incident
Unit out of product/merchandise while advertised on a menu or in a display.	Written Warning	\$100/ incident	\$250/incident
Failure to provide service during operating hours as established in this Agreement and to the levels of service specified.	Written Warning	\$300/ incident	\$500/ incident
Failure to provide documents to Authority when due.	\$200 per day	\$500 per day	\$1,000 per day
Failure to have adequate staff to service customers.	Written Warning	\$100 per incident	\$250 per incident
Failure to provide documentation relating to grease trap cleaning and maintenance	Written Warning	\$300 per incident	\$500 per incident
Any other breach of this Agreement not timely cured	\$100 per occurrence	\$200 per occurrence	\$500 per occurrence

APPENDIX 2

Required Covenants

A. **Covenants, Conditions, and Restrictions.** This Agreement shall be subject to and subordinate to any bond requirement, covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, and any matters of record now or hereinafter imposed upon the Airport and to any applicable land use or zoning laws or regulations affecting the Airport and the use thereof, all federal, state, county and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between Authority and the United States of America, the State of North Carolina, or City or County agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency. Paradies shall upon request by Authority, execute and deliver agreements of subordination in the form requested by the Authority.

B. **Right to Amend.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Paradies hereby consents to any and all such modifications and changes as may be reasonably required.

C. **Covenants Against Discrimination.**

1. Paradies on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Acts of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereinafter, "Title VI and related requirements"), shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Airport; (2) that in the construction of any Improvements at the Airport and the furnishing of services in connection therewith, no person on the grounds of race, color or national origin, (including limited English proficiency (LEP)), sex (including sexual orientation and gender identity), creed, or age, as provided by Title VI of the Civil Rights Acts of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982, and related authorities (hereinafter, "Title VI and related requirements"), shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Paradies shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Paradies shall comply with laws of the State of North Carolina, prohibiting discrimination because of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, veteran status, sexual orientation, gender identity or expression. Should Paradies authorize another

person or entity, with Authority's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Paradies shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Paradies shall furnish the original or a true copy of such agreement to Authority.

2. Paradies will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Paradies is in the exclusive possession of another who fails or refuses to furnish this information, Paradies shall so certify to Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Authority shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to re-enter and repossess the Premises and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to Authority by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

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

5. Paradies further assures Authority that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Paradies also assures Authority that it will require its contractors and sub lessees to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers, which are entered into in connection with Paradies's operations at the Premises.

6. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Paradies agrees that it will adopt such requirements as part of this Agreement.

D. **Right to Modify.** The parties hereto covenant and agree that, during the term hereof, Authority may unilaterally modify this Agreement upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission, federal or state laws. This Article shall not preclude Paradies from contesting said rulings or opinions, but Paradies shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

E. **Tax Exempt Status.** Paradies agrees to comply with any applicable provisions of any federal or state tax statute, and all regulations or other binding authority promulgated or decided there under, as required.

F. **Joint and Several Obligations.** If Paradies consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

G. **Limitation on Authority Liability.** Authority shall have no liability to Paradies for loss or damage suffered by Paradies on account of theft or any act of a third party including other tenants. Authority shall only be liable for its willful misconduct or gross negligence and then only to the extent of actual and not consequential damages. Authority shall not be liable for the consequence of admitting or refusing to admit to the Premises Paradies or any or its agents or employees or other persons claiming the right of admittance.

H. **No Limit on Authority's Powers.** Nothing in this Agreement shall limit, in any way, the power and right of Authority to exercise its governmental rights and powers in any way, including such as may affect the Airport, the Premises, or any other area under the jurisdiction of Authority, and including Authority's powers of eminent domain.

EXHIBIT "A"

Premises

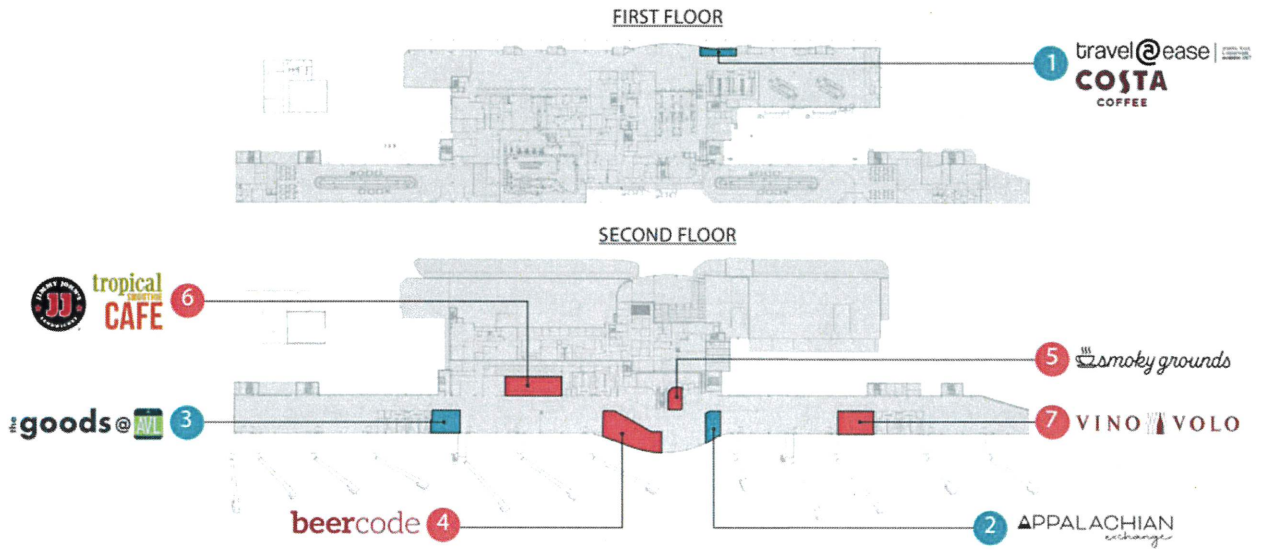


EXHIBIT "B"

**Concept by Unit Location and
Food, Beverage and Merchandise List and Price List
TO BE COMPLETED 90 DAYS PRIOR TO OPENING
OF PHASE I AND PHASE II LOCATIONS**

EXHIBIT "C"
Revenue Report
Asheville Regional Airport (AVL)

Exhibit C - Revenue and Sales Report
PARADIES LAGARDERE @ AVL, LLC
 ASHEVILLE REGIONAL AIRPORT
 61 TERMINAL DRIVE, SUITE 1
 FLETCHER NC 28732
 ATTN: CHIEF FINANCIAL OFFICER

TOTAL SALES										
Month/Year	Aleltitude temp NC-4	Aleltitude temp NC-4	Tropical Smoothie Café NC-1	Tropical Smoothie Café NC-1	Jimmy John's Deli NC-1	Jimmy John's Deli NC-1	Jimmy John's Deli NC-1	The Goods @ AVL NC-3	TOTAL SALES	MONTHLY RENT PAID
	North	North	North	North	North	North	North	North		Food & Bev: 10% Retail: 16%
JULY 20	Food/Beverage	News/Gift	Food/Beverage	Food/Beverage	Food/Beverage	Food/Beverage	News/Gift			
AUGUST 20										
SEPTEMBER 20										
OCTOBER 20										
NOVEMBER 20										
DECEMBER 20										
JANUARY 20										
FEBRUARY 20										
MARCH 20										
APRIL 20										
MAY 20										
JUNE 20										
Totals										

Month/Year: _____
 Food & Beverage Rent Due 10%: \$ _____
 Retail Rent Due 16%: \$ _____
 North Concourse
 North Concourse

TOTAL SALES										
Month/Year	Travel Ease - Costa Coffee MIT-1	Travel Ease - Costa Coffee MIT-1	Smoky Grounds CC-4	BeerCode CC-1	BeerCode CC-1	Vino Volo SC-1	Vino Volo SC-1	Appalachian Exchange CC-2	TOTAL SALES	MONTHLY RENT PAID
	1st Floor pre-security	1st Floor pre-security	Central	Central	Central	South	South	Central		Food & Bev: 10% Retail: 16%
JULY 20	Food & Beverage	Food & Beverage	Food & Beverage	Food & Beverage	Food & Beverage	Food & Beverage	Retail	News/Gift		
AUGUST 20										
SEPTEMBER 20										
OCTOBER 20										
NOVEMBER 20										
DECEMBER 20										
JANUARY 20										
FEBRUARY 20										
MARCH 20										
APRIL 20										
MAY 20										
JUNE 20										
Totals										

Month/Year: _____
 Food & Beverage Rent Due 10%: \$ _____
 Retail Rent Due 16%: \$ _____
 Central and South Concourse
 Central and South Concourse

Total Amount Due Authority: \$ _____
 Month & Year: _____

EXHIBIT "D"

**Authority Improvements to be Constructed Base Building
Greater Asheville Regional Airport Authority**

EXHIBIT "D"
 Authority Improvements to be Constructed Base Building
 Greater Asheville Regional Airport Authority

Construction	Provided by		Concession Type										Future 4, Concession	Future 5, Concession
	Base Building	Concessionaire	MT-1	CC-2	CC-3	CC-4	CC-5	CC-6	CC-7	CC-8	CC-9	CC-10		
Tenants are responsible for core drilling of tenant installed utilities Public floor finish Interior floor finish prep Interior floor finish	X	X	Yes, terrazzo N/A N/A	Yes, terrazzo N/A N/A	Yes, terrazzo N/A N/A	Terrazzo provided in open public areas Provide waterproofing membrane in back of house Provide finish floor in back of house	N/A waterproofing membrane yes	N/A yes, provide waterproofing membrane yes	N/A yes, provide waterproofing membrane yes	N/A yes, provide waterproofing membrane yes	Yes, terrazzo N/A N/A			
Normal Power Disconnect within space at outer edge (note 1) - KW (Amps) - 480V 3Phase Emergency Power Disconnect within space at outer edge (note 1) - KW (Amps) - 480V 3Phase Transformer to step down from 480V 3 Phase service Normal Power Disconnect - 208V 3Phase Equivalent Emergency Power Disconnect - 208V 3Phase Equivalent Sub-meter at electrical room for each tenant space (monitored by airport)	X	X	15KW (50A) N/A N/A	18KW (60A) N/A N/A	22KW (80A) N/A N/A	72KW (250A) 72KW (250A)	11KW (20A) 11KW (20A)	47KW (80A) 47KW (170A) 47KW (170A)	48KW (80A) 56KW (100A)	11KW (20A) 11KW (20A)	36KW (60A) 36KW (60A)	38KW (60A) 38KW (60A)	38KW (60A) 38KW (60A)	
Code minimum emergency lighting for unfinished space Public space lighting	X	X	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	Yes Yes	
Alarm and Public Address per code minimum for unfinished space Public space fire alarm system Concessionaire specific fire alarm and Public Address coverage	X	X	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	Yes Yes Yes	
Code minimum coverage to meet requirements for open unfinished space Public space fire protection system Capped line at outer edge for extension into space if needed Concessionaire specific fire protection coverage	X	X	Yes Yes Yes: 3" Yes	Yes Yes Yes: 3" Yes	Yes Yes Yes: 3" Yes	Yes Yes Yes: 4" Yes	Yes Yes Yes: 3" Yes	Yes Yes Yes: 4" Yes	Yes Yes Yes: 4" Yes	Yes Yes Yes: 3" Yes	Yes Yes Yes: 4" Yes	Yes Yes Yes: 3" Yes	Yes Yes Yes: 3" Yes	
Supply with shut-off at outer edge within space Sub-meter for each tenant (monitored by airport)	X	X	N/A N/A	N/A N/A	3/4" CW 3/4" Submeter	2.5" CW 2.5" Submeter	2" CW 2" Submeter	2" CW 2" Submeter	2" CW 2" Submeter	2" CW 2" Submeter	1.5" CW 1.5" Submeter	1" CW 1" Submeter	1" CW 1" Submeter	
Line to edge of space. Capped and ready for concessionaire to extend Vent for plumbing at outer edge of space. Capped and ready for concessionaire to extend	X	X	N/A N/A	N/A N/A	3" V 2" V	4" V 3" V	4" V 3" V	4" V 3" V	4" V 3" V	4" V 3" V	4" V 3" V	4" V 3" V	4" V 3" V	
Supply with shut-off at outer edge within space Sub-meter for each tenant (monitored by airport)	X	X	N/A N/A	N/A N/A	N/A N/A	2" G @ 2 PSI To be located near meter behind 5 concourse	2" G @ 2 PSI To be located near meter behind 5 concourse	2" G @ 2 PSI To be located near meter behind 5 concourse	2" G @ 2 PSI To be located near meter behind 5 concourse	2" G @ 2 PSI To be located near meter behind 5 concourse	N/A N/A	N/A N/A	N/A N/A	
Connection within space to grease removal at outer edge of space. Capped and ready for concessionaire to extend	X	X	N/A	N/A	N/A	4" GW	4" GW	4" GW	4" GW	2" 4" GW	3" GW	3" GW	3" GW	
Dedicated VAV Units (includes branch duct connections to medium pressure supply mains, VAV unit with hot water reheat coils, temporary caps on VAV unit discharge). Quantities & notes as indicated. Commercial Kitchen Hoods (cooking or dishwasher) Kitchen Hood Make-Up Air Units Kitchen Hood Make-Up Air Ductwork Kitchen Hood Exhaust Fans Kitchen Hood Exhaust Ductwork Supplemental Cooling	X	X	1 VAV unit N/A N/A N/A N/A N/A	No dedicated VAV units (served from general building HVAC) N/A N/A N/A N/A	No dedicated VAV units (served from general building HVAC) N/A N/A N/A N/A	1 VAV unit for kitchen. No dedicated VAV units for open dining area (served from general building HVAC) Base building design assumed 1 kitchen hood for cooking and 1 kitchen hood for a dishwasher Possible locations for make-up air unit shown on base building design. Final make-up air unit size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. Possible locations for exhaust fans shown on base building design. Final exhaust fan size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. If Required for Kitchen	2 VAV units Base building design assumed 1 kitchen hood for cooking Possible location for make-up air unit shown on base building design. Final make-up air unit size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. Possible location for exhaust fan shown on base building design. Final exhaust fan size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. If Required for Kitchen	3 VAV units Base building design assumed 2 kitchen hoods for cooking Possible locations for make-up air unit shown on base building design. Final make-up air unit size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. Possible locations for exhaust fans shown on base building design. Final exhaust fan size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. If Required for Kitchen	2 VAV units Base building design assumed 1 kitchen hood for cooking Possible locations for make-up air unit shown on base building design. Final make-up air unit size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. Possible location for exhaust fan shown on base building design. Final exhaust fan size & location to be determined after concessionaire design complete. Possible path for general duct routing shown on drawings. Final duct sizes & routing to be determined after concessionaire design complete. If Required for Kitchen	No dedicated VAV units (served from general building HVAC) N/A N/A N/A N/A N/A	No dedicated VAV units (served from general building HVAC) N/A N/A N/A N/A N/A	No dedicated VAV units (served from general building HVAC) N/A N/A N/A N/A N/A		
IT backbone trunk line in 2" conduit with 3-way fabric interduct Spare conduit to backbone terminated at edge of space with 3-way fabric interduct Location for IT rack install in IT Closet (One bay in a 3 bay co-location cabinet) Tenant specific equipment, racks, server, distribution, backbone termination (in Tenant Space)	X	X	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	24 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	12 SMFO 2" EMT Yes	

Exhibit "E"
Supplemental Fees

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
SUPPLEMENTAL FEES AND CHARGES
FY 2024/2025 ANNUAL BUDGET**

	FY 2023/2024 Current Fees			FY 2024/2025 Proposed Fees		
	Cost		Per	Cost		Per
<u>Maintenance</u>						
Scissor Lift	\$	100.00	day	\$	100.00	day
Large ADA Ramp Rental	\$	100.00	use	\$	100.00	use
Air Stair Rental	\$	100.00	use	\$	100.00	use
Volvo Wheel Loader	\$	150.00	use	\$	150.00	use
Fork-lift	\$	100.00	use	\$	100.00	use
Pallet Jack	\$	50.00	use	\$	50.00	use
Tenant Sweeper	\$	125.00	hour	\$	125.00	hour
Service Truck	\$	50.00	hour	\$	50.00	hour
Backhoe	\$	100.00	hour	\$	100.00	hour
Lighted X	\$	200.00	day	\$	200.00	day
Light Tower	\$	150.00	day	\$	150.00	day
Paint Stripper	\$	100.00	hour	\$	100.00	hour
Large Aircraft Removal Dolly	\$	200.00	day	\$	200.00	day
Small Aircraft Removal Dolly	\$	100.00	day	\$	100.00	day
Aircraft Jack	\$	100.00	use	\$	100.00	use
Cores	\$	40.00	each	\$	40.00	each
Keys	\$	12.00	each	\$	12.00	each
Large Dump Truck	\$	200.00	hour	\$	200.00	hour
Small Broom	\$	200.00	hour	\$	200.00	hour
Large Broom	\$	300.00	hour	\$	300.00	hour
Pressure Washer	\$	125.00	hour	\$	125.00	hour
Maintenance Labor Rate (1)	\$	80.00	hour	\$	80.00	hour
Security Escort Rate (1)	\$	80.00	hour	\$	80.00	hour
<u>Department of Public Safety</u>						
ARFF Apparatus for 1500 gal. or greater	\$	250.00	hour	\$	250.00	hour
ARFF Apparatus for less than 1500 gal.	\$	150.00	hour	\$	150.00	hour
Command, Police, and Ops support vehicles	\$	100.00	hour	\$	100.00	hour
Aircraft recover dolly	\$	150.00	day	\$	150.00	day
DPS Labor Rate (1)	\$	80.00	hour	\$	80.00	hour
Mutual Aid Agencies collected on their behalf			as incurred			as incurred
Replacement charges for AVL equipment/supplies			as incurred			as incurred
<u>Information Technology (IT) Department</u>						
IT Labor Rate - Non-Network (1)	\$	80.00	hour	\$	100.00	hour
IT Labor Rate - Network Related (1)	\$	110.00	hour	\$	150.00	hour
Dark Fiber per strand per 0-1000 ft	\$	20.00	month	\$	25.00	month
Dark Fiber per strand per 0-2000 ft	\$	22.00	month	\$	28.00	month
Dark Fiber per strand per 0-3000 ft	\$	24.00	month	\$	30.00	month
Telephone Service - Per Telephone Number	\$	50.00	month	\$	55.00	month
Fax Service - Per Fax Machine/Phone Number	\$	22.13	month	\$	25.00	month
Cisco IP Phone - Model 7821	\$	5.67	month	\$	8.50	month
Cisco IP Phone - Model 8800	\$	11.57	month	\$	13.00	month
Cisco 1 Port Analog Line Converter-Model ATA1190	\$	4.86	month	\$	5.10	month
Cisco 2 Port Analog Line Converter-VG202	\$	22.13	month	\$	23.24	month
Amadeus Shared Use Network Charge - Per Airline	\$	50.00	month	\$	50.00	month

Notes:

(1) One Hour Minimum, Minimum of 3 hours charged after regular business hours.

Identification Badge Fees and Charges	FY 2023/2024 Current Fees		FY 2024/2025 Proposed Fees	
	Cost	Per	Cost	Per
Initial Badge Issuance				
SIDA Badge	\$ 90.00		\$ 90.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Renewal of Badge				
SIDA Badge	\$ 90.00		\$ 90.00	
Non-SIDA Badge	\$ 50.00		\$ 50.00	
Lost Badge Replacement				
SIDA Badge (4)	\$ 90.00 / \$ 105.00		\$ 90.00 / \$ 105.00	
Non-SIDA Badge (5)	\$ 65.00 / \$ 80.00		\$ 65.00 / \$ 80.00	
Damaged Badge				
SIDA Badge (6)	\$ 45.00 / \$ 55.00		\$ 50.00 / \$ 75.00	
Non-SIDA Badge (6)	\$ 45.00 / \$ 55.00		\$ 50.00 / \$ 75.00	
Security Escort Training	\$ 80.00		\$ 80.00	
Lock-out Service	\$ 80.00		\$ 80.00	
PIN Reset	\$ 20.00		\$ 20.00	

Notes:

- (4) \$90.00 for the first replacement badge, \$105.00 for the second replacement badge.
(5) \$65.00 for the first replacement badge, \$80.00 for the second replacement badge.
(6) \$50.00 for a damaged badge, \$75.00 if badge damaged due to negligence.

Parking

Daily	\$ 2.00	hour	\$ 2.00	hour
	\$ 12.00	day	\$ 12.00	day
	\$ 72.00	week	\$ 72.00	week
Parking Garage	\$ 2.00	hour	\$ 2.00	hour
	\$ 15.00	day	\$ 15.00	day
	\$ 90.00	week	\$ 90.00	week
Hourly	\$ 2.00	hour	\$ 2.00	hour
	\$ 30.00	day	\$ 30.00	day
Employee Parking Rate	\$ 70 / \$60	new/renewal	\$ 70 / \$60	new/renewal
Commuter Parking Rate	\$ 300 / \$285	new/renewal	\$ 300 / \$285	new/renewal
Non-Tenant Aviation Commuter	\$ 900.00	annual	\$ 900.00	annual
Fines	up to \$1,000	day	up to \$1,000	day

Ground Transportation

Charter Bus Company (1-2 buses) (8)	\$ 1,000.00	annual	\$ 1,250.00	annual
Charter Bus Company (3-4 buses) (8)	\$ 2,500.00	annual	\$ 2,750.00	annual
Charter Bus Company (5 or more buses) (8)	\$ 4,000.00	annual	\$ 4,500.00	annual
Hotel Shuttle			\$ 1,000.00	annual
Car/Limo Service (per vehicle)			\$ 400.00	annual
Off-Site Parking Shuttle (0-99 spaces)			\$ 5,000.00	annual
Off-Site Parking Shuttle (100-499 spaces)			\$ 7,500.00	annual
Off-Site Parking Shuttle (500-999 spaces)			\$ 10,000.00	annual
Airport Ground Transportation Permit (9)	\$ 50.00	annual	\$ 50.00	annual
Airport Ground Transportation Pick-up Fee (9)	\$ 3.00	per trip	\$ 3.00	per trip
Transp. Network Company (TNC) Pick-up Fee	\$ 3.00	per trip	\$ 3.00	per trip
Transp. Network Company (TNC) Drop-off Fee	\$ 0.50	per trip	\$ 0.50	per trip
Off-Airport Rental Car Fee	10.00%	of gross revenue	10.00%	of gross revenue

Notes:

- (8) Companies with a vehicle fleet of charter coach vehicles with seating capacity greater than 20 seats.
(9) All Ground Transportation operators except TNCs and charter bus companies

EXHIBIT "F" **Display Standards**

Set a Uniform Theme in the Shop

The same design theme should be used throughout the shop. Repeating design elements in each merchandise area should reinforce the theme.

Select Specific Areas in the Shop for Displays

Specific areas within the shop should be selected for display presentation. The location of these important display areas will draw traffic and highlight specific categories of merchandise. The display areas should be well maintained and items of merchandise that have been sold should be replaced promptly with identical or comparable items. Establish Display Standards that are relevant to the type of merchandise displayed. Each merchandise category has different and appropriate display criteria. Treat each category in the appropriate manner. Do not combine unrelated merchandise categories in the same display. Develop specific display standards consistent with price points and depth of stock. Local products from the region should be incorporated into each unit.

General vendor-supplied displays (cardboard/plastic/wire) are prohibited. Customized display racks should match and compliment existing shop fixtures.

Fixturing

All merchandise shall be displayed to maximize customer convenience in both clarity of definition and ease of access.

All merchandise shall be displayed and stocked in first-class condition. Damaged or soiled items will not be permitted.

The width between aisles throughout the shop must be in compliance with the American with Disabilities Act.

Basic principles of good housekeeping must be maintained. Displays, stock, fixtures, windows, doors, floors and other shop areas must be clean, orderly, and adequately stocked at all times.

Location and layout of cashier stations must provide adequate space for performing transactions quickly and efficiently. Countertop displays are not permitted on counter areas used for transactions. Under counter storage is to be hidden by doors, etc.

Cashier stations and other public use casework shall meet ADA requirements. Cashier stations should be arranged so that queues at the stations do not block passage of other customers.

Location and presentation of various categories of merchandise shall be planned and controlled to reduce confusion.

The President & CEO or his designee, prior to installation must approve window displays in writing.

Maintain relevant stock adjacent to displays

Display areas should be adjacent to the stock of the displayed items. Customers should find selections of the merchandise close at hand and not be required to search for the items displayed.

Display items for which reasonable backup stock is available

Merchandise chosen for display should be available in reasonable quantities. Avoid displaying one-of-a kind items (except where the items are unique, such as hand-made garments, sculptures, or art pieces).

Promotions-Displays

Paradies may hold in-store promotions and is encouraged to creatively merchandise and display its products. However, displays or decorations that are reasonably considered objectionable by Authority must be removed or the objectionable features altered as necessary to be rendered unobjectionable by Authority upon written notice by Authority.

In-shop signage should be limited

Signs should not be used to identify the obvious, for example, a sign over women's sweaters reading "Women's Sweaters". Signs may be used to draw attention to features not obvious on first impression: for example, "Hand-woven Sweaters". Sign holders should be used to hold/frame all signs.

Sign holders must be made of a material consistent with existing shop décor (i.e. natural wood, chrome, and plexi-glass, etc.). All signage, including sale signage must be approved by the President & CEO or his designee prior to its use/installation. Handwritten signage of any type is not permitted.

Corporate sponsored posters and banners, in good taste, are acceptable for special promotions within a limited time frame and must be approved in advance by the President & CEO or his designee. Non-corporate supplied "generic" posters and banners are not permitted.

Merchandise Price Tag/Hang tags and Price Stickers

All merchandise must be priced with a price gun tag, hangtag, or computerized laser printed price sticker. Freestyle handwritten price tags are not permitted. Corporate logoed blank tags may be stenciled.

Signage

All signage shall be approved by the President & CEO or designee before installation. Failure to receive approval shall mandate immediate removal of signage from the leasehold at Paradies's expense.

EXHIBIT "G"

**IRREVOCABLE STAND BY LETTER OF CREDIT FORM
ASHEVILLE REGIONAL AIRPORT**

_____ [Date]

IRREVOCABLE STAND-BY LETTER OF CREDIT NO.:

EXPIRATION DATE: _____

AGGREGATE AMOUNT: _____ and _____/100 Dollars

BENEFICIARY: Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Applicant: (Company Name) _____

Dear Sir or Madam:

On behalf of _____ [Company name] (the "Company"), we hereby issue this irrevocable stand by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each sight draft hereunder must state "Drawn on _____, [Bank Name] Irrevocable Stand-By Letter of Credit No. _____, dated _____, 20__" and must be accompanied by a Statement of Certification in the form attached hereto as Attachment A (which is incorporated in this irrevocable stand-by letter of credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer of the Greater Asheville Regional Airport Authority (the "Authority") or by his/her designee, and must provide the certification required in A and either B or C, or both:

A. Certification that Company has failed to faithfully perform one or more of its obligations to the Authority under that certain Food and Beverage/Retail Concession Agreement for the management and operation of concessions dated _____, 20____, as may be amended from time to time (the "Agreement"), by and between Company and the Authority; and

B. Certification of (i) the amount of damages and expenses which, in his/her determination, the Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amounts of any interest thereon to the extent required or allowed under such Agreement; and/or

C. Certification (1) that Company has failed to provide to the Authority an irrevocable stand by letter of credit to replace this irrevocable stand by letter of credit on or before the date such replacement was due under such Agreement or has failed to so provide a replacement irrevocable stand by letter of credit in the form required by or in accordance with the requirements of the Agreement, and (2) of the amount of the required replacement irrevocable stand by letter of credit. Each sight draft drawn hereunder shall be in an amount which is the lesser of the total amount of damages and expenses plus fees, charges and other sums past due and remaining unpaid, together with any interest thereon, or the amount of the required replacement irrevocable stand by letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each sight draft drawn hereunder shall be paid from the funds of _____ [Bank Name]. If a drawing is made hereunder at or prior to 11 a.m., local time, at our branch where such drawing is made, on a business day, payment shall be made to the Authority or to its designee of the amount specified, at such branch, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made hereunder after 11 a.m., such local time, on a business day, payment shall be made to the Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This irrevocable stand by letter of credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by _____ [Bank Name], by Registered Mail, that _____ [Bank Name] elects not to renew the irrevocable stand by letter of credit for any such additional period.

We hereby engage with you that all sight drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

[Bank Name]

By: _____

Title: _____

ATTACHMENT "A" TO EXHIBIT "G"

STATEMENT OF CERTIFICATION FORM
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

TO: [Bank Name]

DATE:

RE: [Bank Name]
Irrevocable Letter of Credit Number

The undersigned, who is either the Chief Financial Officer or the President & CEO of the Greater Asheville Regional Airport Authority ("Authority"), or is his or her duly authorized designee, hereby certifies to _____ [Bank Name] that [A and either B or C, or both, are required]:

A. _____ [Company Name] ("Company") has failed to faithfully perform one or more of its obligations to the Authority under that certain Food and Beverage/Retail Concession Agreement for the management and operation of concessions dated _____, 20____, by and between Company and the Authority, as amended from time to time ("Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement, total \$_____; and/or

C. Company has failed to provide to the Authority a replacement contract bond or stand by letter of credit he date required in the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of the Agreement, and that the amount of the required replacement bond or letter of credit is \$_____.

Dated this _____ day of _____, 20_____.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

By: _____

Printed Name: _____

Title: _____

Exhibit "H"

COMPARABLE PRICE LOCATIONS BY UNIT

Unit Name and Location Number	Comparable 1	Comparable 2	Comparable 3
MT-1 Travel @ EASE with Costa Coffee	Marathon Gas 95 Terminal Dr. Fletcher, NC 28732	Walgreens 2501 Hendersonville Rd. Arden, NC 28704	CVS Pharmacy 3450 Hendersonville Rd Fletcher, NC 28732
NC-3 The Goods @ AVL	Marathon Gas 95 Terminal Dr. Fletcher, NC 28732	Walgreens 2501 Hendersonville Rd Arden, NC 28704	CVS Pharmacy 3450 Hendersonville Rd. Fletcher, NC 28732
CC-2 Appalachian Exchange with local	Marathon Gas 95 Terminal Dr. Fletcher, NC 28732	Walgreens 2501 Hendersonville Rd, Arden, NC 28704	Mast General Store 527 N Main St, Hendersonville, NC 28792
NC-1 Jimmy Johns Deli	Jimmy Johns 2 Hendersonville Rd Ste. B-2, Asheville, NC 28803	Jimmy Johns 226 Airport Rd Ste. 10, Arden, NC 28704	Jimmy Johns 638 Spartanburg Hwy Ste. 80, Hendersonville, NC 28792
NC-1 Tropical Smoothie Cafe	Tropical Smoothie 1829 Hendersonville Rd Ste 40-B, Asheville, NC 28803	Mountain Juicery 637 Spartanburg Hwy #60, Hendersonville, NC 28792	Simple Café and Juice Bar 643 Haywood Rd, Asheville, NC 28806
CC-4 Smoky Grounds Coffee	Grind AVL 346 Depot St Asheville, NC 28801	Black Bear Coffee Co 318 N Main St., Hendersonville, NC 28792	Dripolator South 20 Gala Dr. Asheville, NC 28803
CC-1 BeerCode Kitchen and Grill	Foggy Mountain Brew Pub 12 Church St, Asheville, NC 28801	Brooks Tavern 142 3 rd Ave. W, Hendersonville, NC 28792	Pack's Tavern 20 S Spruce St, Asheville, NC 28801
SC-1 Vino Volo	Vino-Volo – MKE Airport	Vino Volo – JAX Airport	Vino Volo - OKC Airport

Exhibit "I"

ACDBE CERTIFICATION



Michael J. Landguth, A.A.E.
President & CEO

Raleigh-Durham Airport Authority

1000 Trade Drive • P.O. Box 80001 • RDU Airport, NC 27623
tel: (919) 840-7700 • fax: (919) 840-0175 • www.rdu.com

January 5, 2024

Raynetta Waters
Raynetta and Company Enterprise
20 Gaston St
Asheville, NC 28801

SUBJECT: Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Certification, Effective Date: January 5, 2024

Dear Waters:

Your certification as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) has been approved by the Raleigh-Durham Airport Authority (RDUAA) and is effective upon receipt of this letter.

In order to remain as an eligible Airport Concessionaire Disadvantaged Business Enterprise (ACDBE), your firm will be required to submit a Declaration of No Change and the firm's most recent Federal Business tax returns to the North Carolina Department of Transportation by your anniversary date of January 31, 2025. This affidavit will attest to the fact that no changes have occurred that would affect your status as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) firm and that your personal net worth has not exceeded \$1.32 million as required by Federal regulations 49 CFR Parts 26 and 23. You will be notified regarding the annual affidavit at least 30 days prior to the anniversary date of your certification.

Your firm has been categorized in the following NAICS Code(s):

NAICS 459420: GIFT, NOVELTY, AND SOUVENIR RETAILERS
NAICS 722511: FULL-SERVICE RESTAURANTS

Should your firm experience any changes in ownership, address, management responsibility, specialty, address and/or telephone numbers, or you are required to notify RDUAA in writing thirty (30) days of that change. Failure to inform RDUAA of these changes may result in removal of your firm's Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) certification status.

Thank you for your participation in the Airport Concessionaire Disadvantaged Business Enterprise (ACDBE) Program. If you have any questions, please do not hesitate to contact me at smallbusiness@rdu.com.

Best Regards,

Thiané D. Carter
ACDBE Liaison Officer
Raleigh-Durham Airport Authority
Small Business Programs Office



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: June 14, 2024

ITEM DESCRIPTION – New Business Item G

Approval of Amendment to the FY23/24 Budget

BACKGROUND

Some expenses have been higher than expected during the year resulting in the need to adjust two departmental budgets. The Executive department budget needs to be increased by \$140,000 to cover strategic plan costs, unanticipated legal fees and COO transition costs. The Marketing department budget needs an increase of \$40,000 to cover expenses that were not expected in this fiscal year such as the purchase of liquid disposal bins and the host fee for the Air Service Roundtable.

Also, when determining the previous year carryover amount of unexpended terminal and tower construction project budget, an error was made and the carryover amount was short by \$17,222,693. This amount has already been approved by the Board, so it is not a request for additional funding. It is a request to carry it forward into the next fiscal year budget.

This budget amendment should cover all remaining costs through the end of the fiscal year.

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

ISSUES

None.



ALTERNATIVES

None.

FISCAL IMPACT

The budget amendment will increase both FY23/24 budgeted revenues and expenditures by \$17,402,693.00.

RECOMMENDED ACTION

It is respectfully requested that the Authority Board resolve to amend the FY2023/2024 budget by adopting the following budget ordinance amendment:

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

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Executive Dept		\$140,000.00
Marketing Dept		40,000.00
Carry-over Capital Expenditures		17,222,693.00
Totals		\$17,402,693.00

This will result in a net increase of \$17,402,693.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash		\$17,402,693.00
Totals		\$17,402,693.00



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

Adopted this 14th day of June, 2024.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority
FROM: Lew Bleiweis, A.A.E., President & CEO
DATE: June 14, 2024

ITEM DESCRIPTION – Information Section Item A

April 2024 Traffic Report – Asheville Regional Airport

SUMMARY

April 2024 overall passenger traffic numbers were up 11.8% compared to the same period last year. Passenger traffic numbers reflect an 11.6% increase in passenger enplanements from April 2023. Enplanements for Fiscal Year to Date total 962,215 which is a 17.8% increase over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in April 2024 were up by 2.7%. There was 1 flight cancellation for the month.

American Airlines: American's April 2024 passenger enplanements represent a 21.1% increase over the same period last year. There was 1 flight cancellation for the month.

Delta Airlines: Enplanements for Delta in April 2024 increased by 9.6%. There were no flight cancellations for the month.

Sun Country: Sun Country saw a decrease in enplanements by 15.8% compared to April, 2023. There were no flight cancellations for the month.

United Airlines: In April 2024, United Airlines saw an increase in enplanements by 47.5% over the same period last year. There were no flight cancellations for the month.

Monthly Traffic Report

Asheville Regional Airport

April, 2024



Category	Apr 2024	Apr 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change	*MOV12-2024	*MOV12-2023	Percentage Change
Passenger Traffic									
Enplaned	90,518	81,093	11.6%	313,343	284,425	10.2%	1,155,153	979,643	17.9%
Deplaned	91,187	81,506	11.9%	308,394	280,238	10.1%	1,148,332	970,444	18.3%
Total	181,705	162,599	11.8 %	621,737	564,663	10.1 %	2,303,485	1,950,087	18.1 %
Aircraft Operations									
Airlines	1,830	1,406	30.2%	6,432	5,481	17.4%	22,189	18,148	22.3%
Commuter/AirTaxi	668	860	-22.3%	2,015	2,417	-16.6%	9,629	10,203	-5.6%
Subtotal	2,498	2,266	10.2 %	8,447	7,898	7.0 %	31,818	28,351	12.2 %
GeneralAviation	3,746	3,741	0.1%	13,839	13,680	1.2%	46,071	47,205	-2.4%
Military	268	373	-28.2%	1,174	1,009	16.4%	4,040	4,158	-2.8%
Subtotal	4,014	4,114	-2.4 %	15,013	14,689	2.2 %	50,111	51,363	-2.4 %
Total	6,512	6,380	2.1 %	23,460	22,587	3.9 %	81,929	79,714	2.8 %
Fuel Gallons									
FF-100LL	22,431	15,448	45.2%	51,631	61,876	-16.6%	191,783	186,119	3.0%
FF-JETA-GA	120,899	127,498	-5.2%	398,882	382,385	4.3%	1,931,258	1,876,664	2.9%
Subtotal	143,330	142,946	0.3 %	450,513	444,261	1.4 %	2,123,041	2,062,783	2.9 %
FF-JETA-AL	1,012,790	780,672	29.7%	3,408,481	2,802,791	21.6%	11,748,269	9,282,720	26.6%
Subtotal	1,012,790	780,672	29.7 %	3,408,481	2,802,791	21.6 %	11,748,269	9,282,720	26.6 %
Total	1,156,120	923,618	25.2 %	3,858,994	3,247,052	18.8 %	13,871,310	11,345,503	22.3 %

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

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

April, 2024



	Apr 2024	Apr 2023	Percentage Change	*CYTD-2024	*CYTD-2023	Percentage Change
Allegiant Air						
Enplanements	35,488	34,562	2.7%	136,064	124,575	9.2%
Seats	44,607	41,055	8.7%	170,472	147,882	15.3%
Load Factor	79.6 %	84.2 %	-5.5%	79.8 %	84.2 %	-5.3%
American Airlines						
Enplanements	23,049	19,036	21.1%	74,825	68,259	9.6%
Seats	29,471	22,367	31.8%	99,094	89,381	10.9%
Load Factor	78.2 %	85.1 %	-8.1%	75.5 %	76.4 %	-1.1%
Delta Air Lines						
Enplanements	21,965	20,047	9.6%	70,073	66,042	6.1%
Seats	26,382	24,551	7.5%	98,046	81,323	20.6%
Load Factor	83.3 %	81.7 %	2.0%	71.5 %	81.2 %	-12.0%
Sun Country						
Enplanements	1,289	1,531	-15.8%	2,033	5,673	-64.2%
Seats	1,860	2,046	-9.1%	3,348	7,812	-57.1%
Load Factor	69.3 %	74.8 %	-7.4%	60.7 %	72.6 %	-16.4%
United Airlines						
Enplanements	8,727	5,917	47.5%	30,348	19,876	52.7%
Seats	9,830	6,230	57.8%	34,540	23,764	45.4%
Load Factor	88.8 %	95.0 %	-6.5%	87.9 %	83.6 %	5.1%
Totals						
Enplanements	90,518	81,093	11.6%	313,343	284,425	10.2%
Seats	112,150	96,249	16.5%	405,500	350,162	15.8%
Load Factor	80.7 %	84.3 %	-4.2%	77.3 %	81.2 %	-4.9%

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

Airline Flight Completions

Asheville Regional Airport

April, 2024

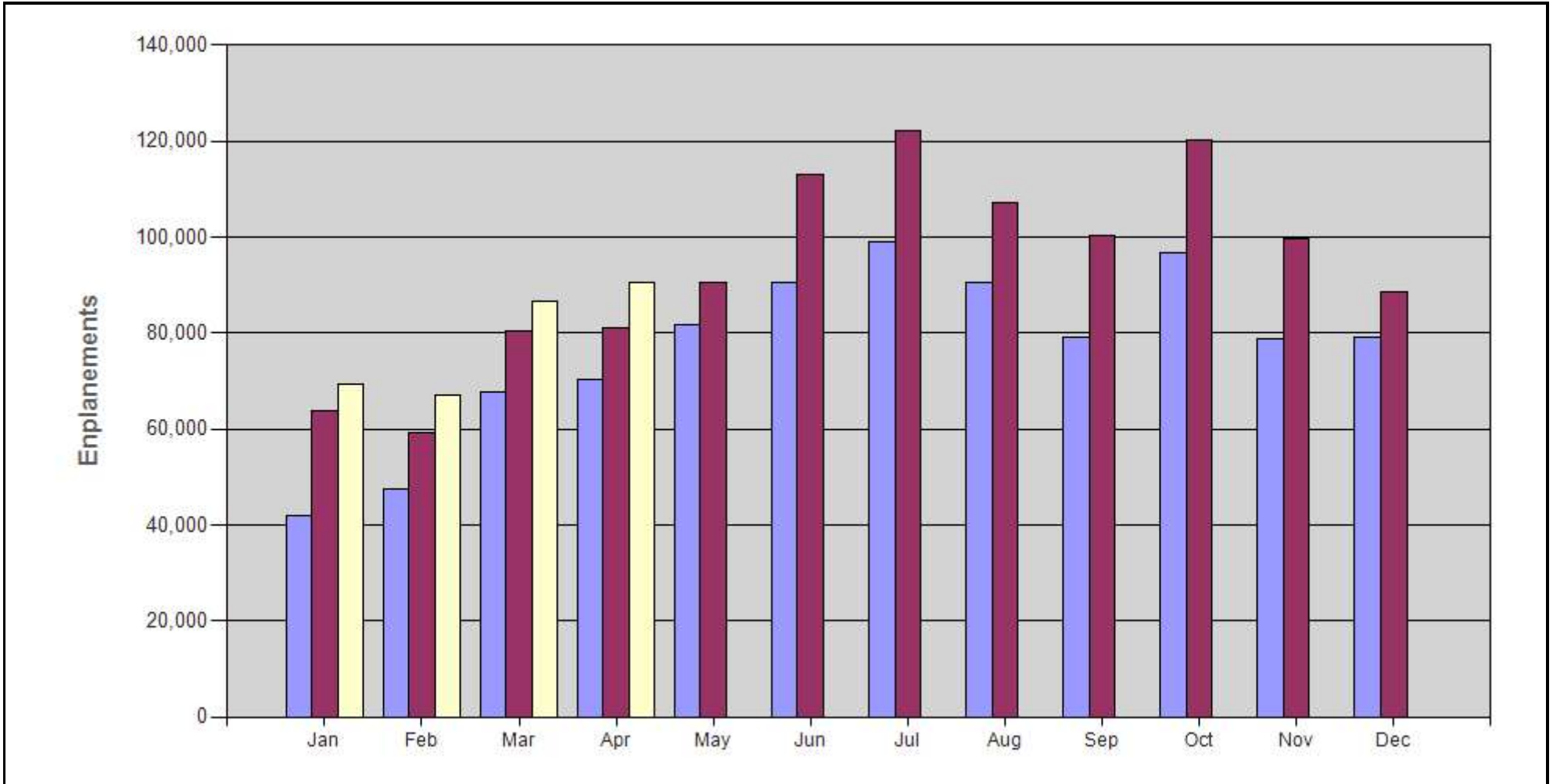


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	245	0	0	0	1	1	99.6%
American Airlines	419	0	0	1	0	1	99.8%
Delta Air Lines	243	0	0	0	0	0	100.0%
Sun Country	10	0	0	0	0	0	100.0%
United Airlines	149	0	0	0	0	0	100.0%
Total	1,066	0	0	1	1	2	99.8%

Monthly Enplanements By Year

Asheville Regional Airport

April, 2024

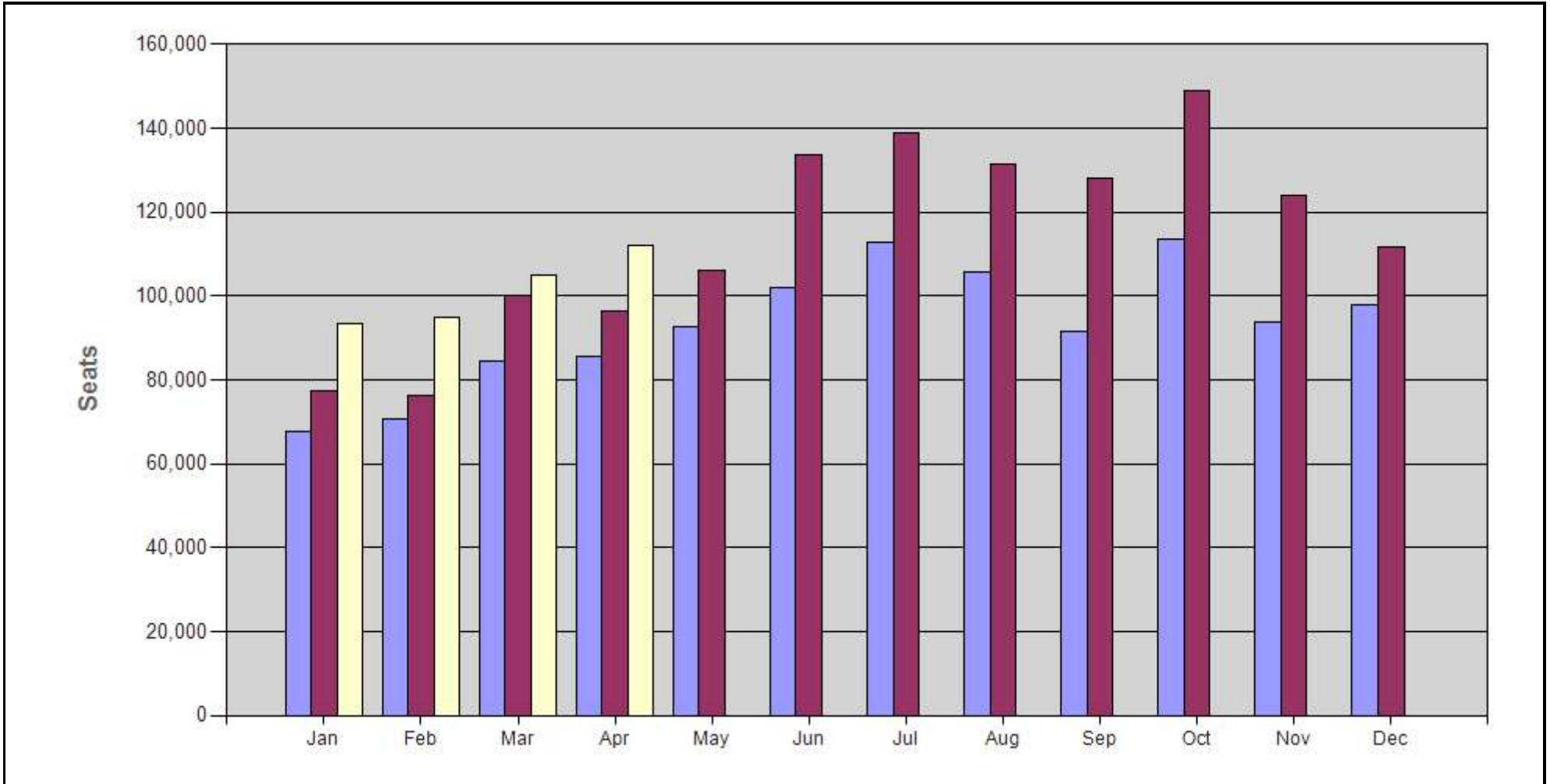


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	41,920	47,636	67,677	70,365	81,758	90,545	99,028	90,425	78,972	96,632	78,734	79,124
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942	86,585	90,518								

Monthly Seats By Year

Asheville Regional Airport

April, 2024

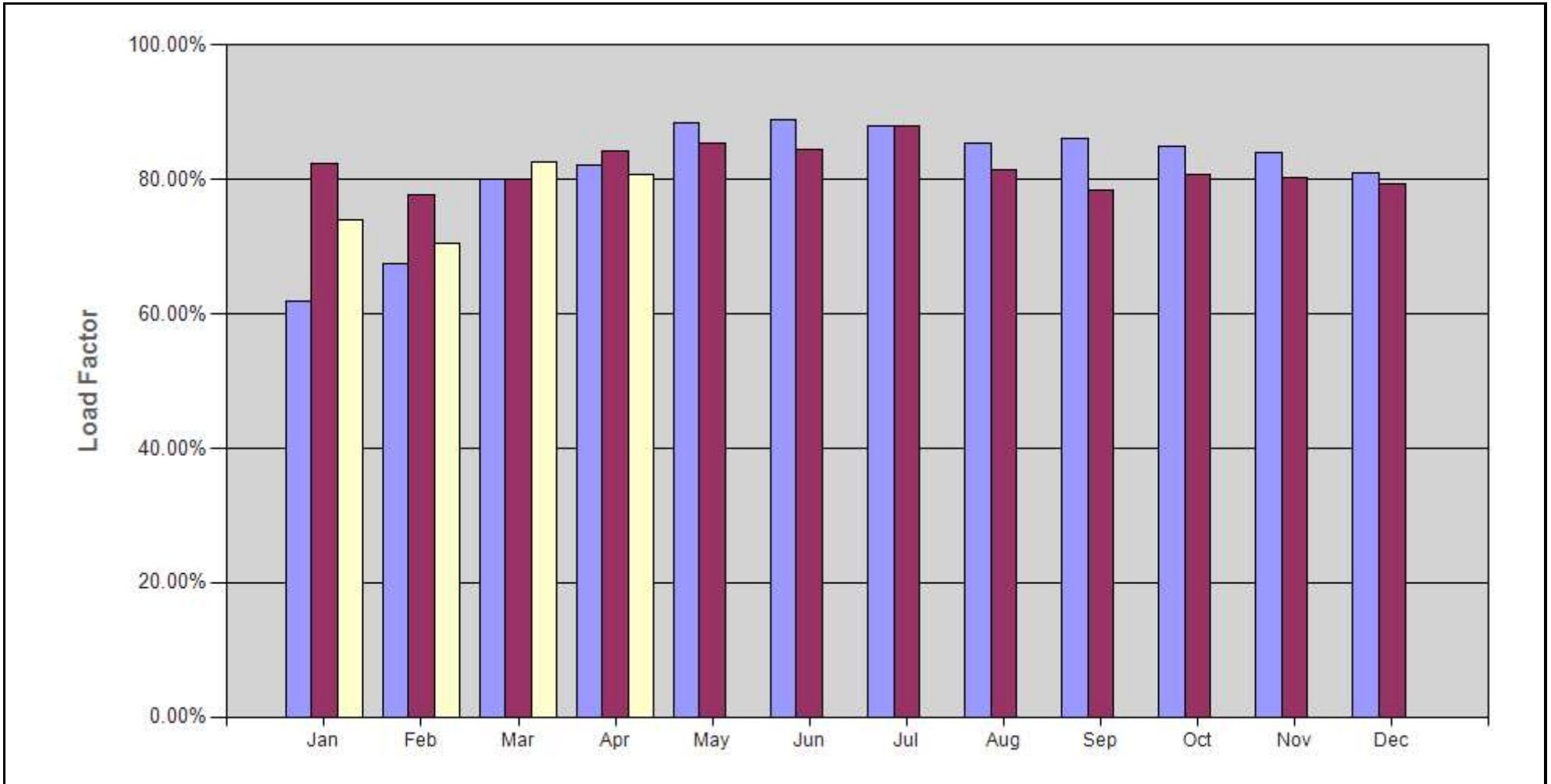


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	67,869	70,496	84,599	85,726	92,519	101,932	112,645	105,748	91,648	113,656	93,729	97,734
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	94,892	104,933	112,150								

Monthly Load Factors By Year

Asheville Regional Airport

April, 2024

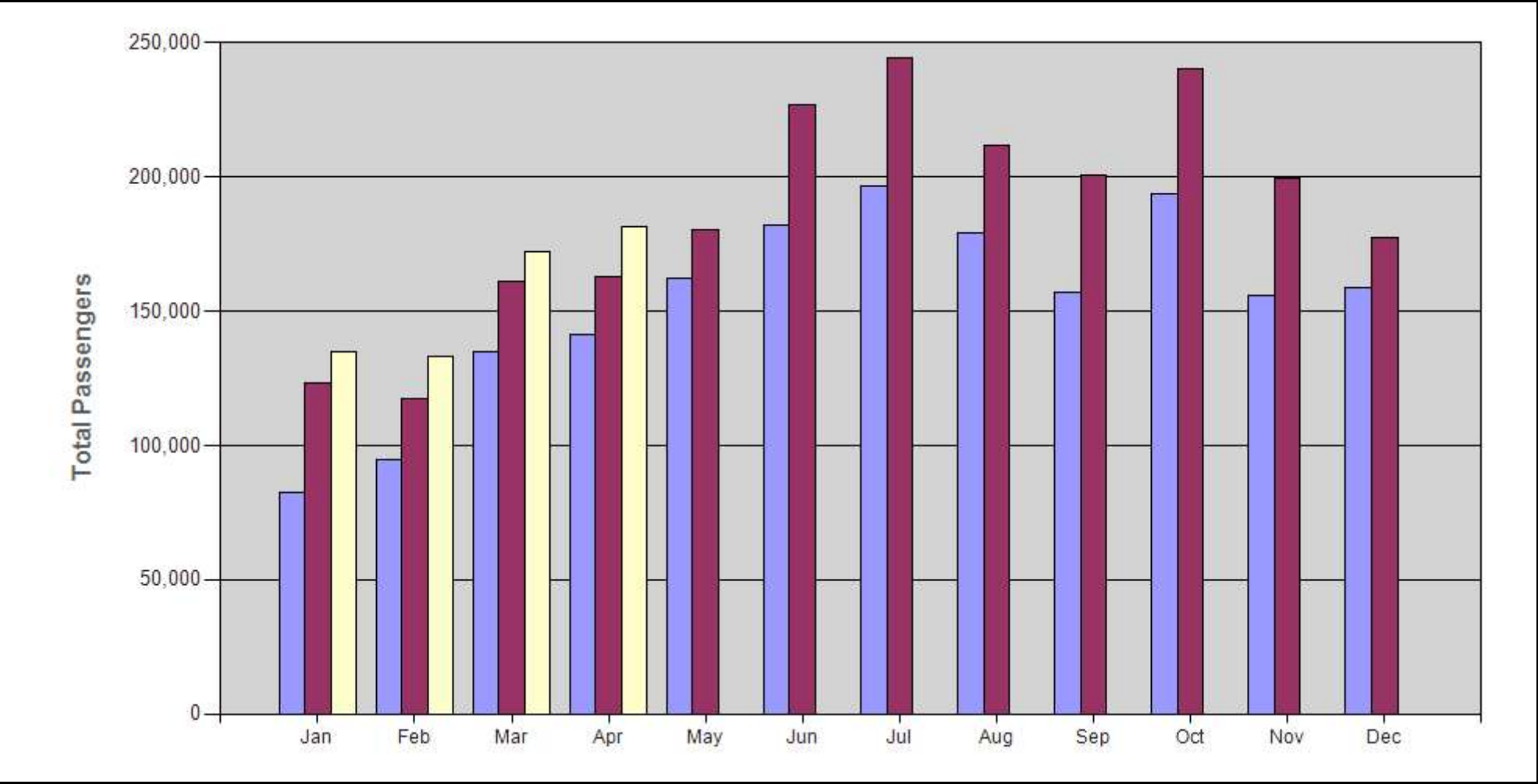


		1	2	3	4	5	6	7	8	9	10	11	12
	2022	61.77%	67.57%	80.00%	82.08%	88.37%	88.83%	87.91%	85.51%	86.17%	85.02%	84.00%	80.96%
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	70.55%	82.51%	80.71%								

Total Monthly Passengers By Year

Asheville Regional Airport

April, 2024

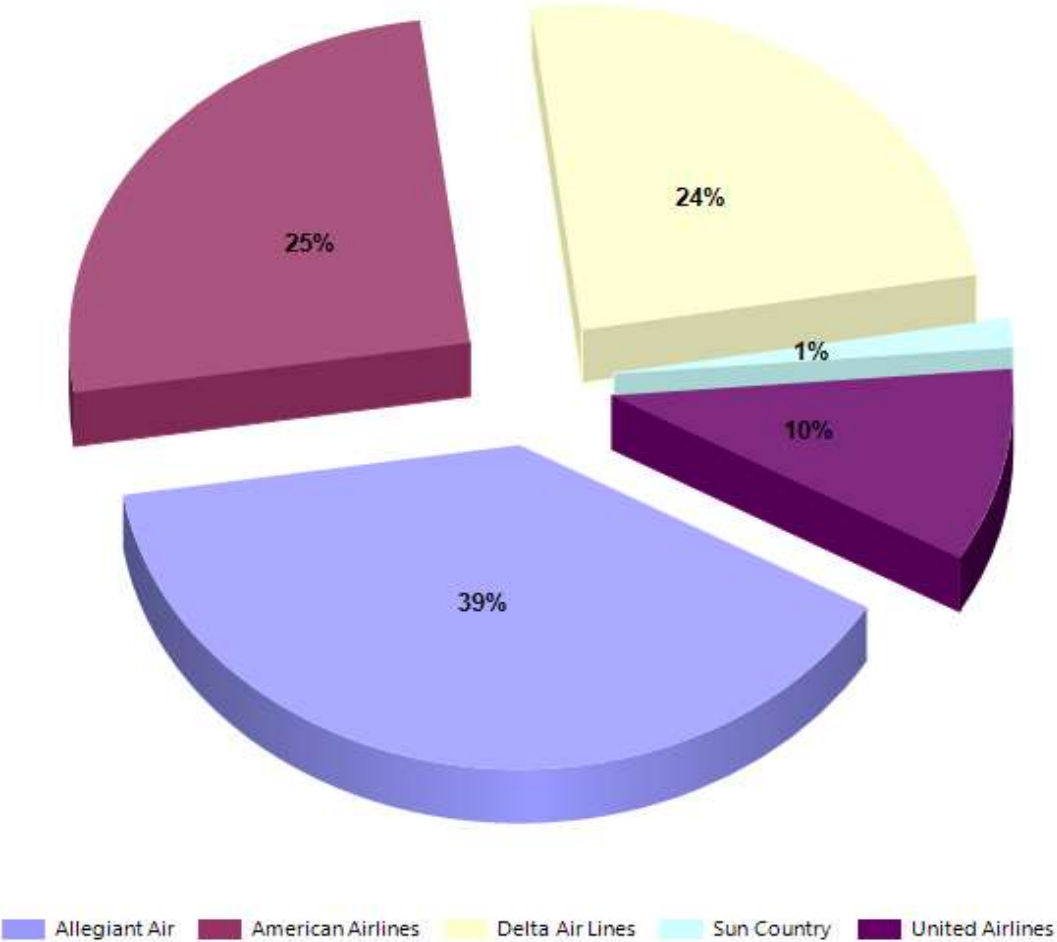


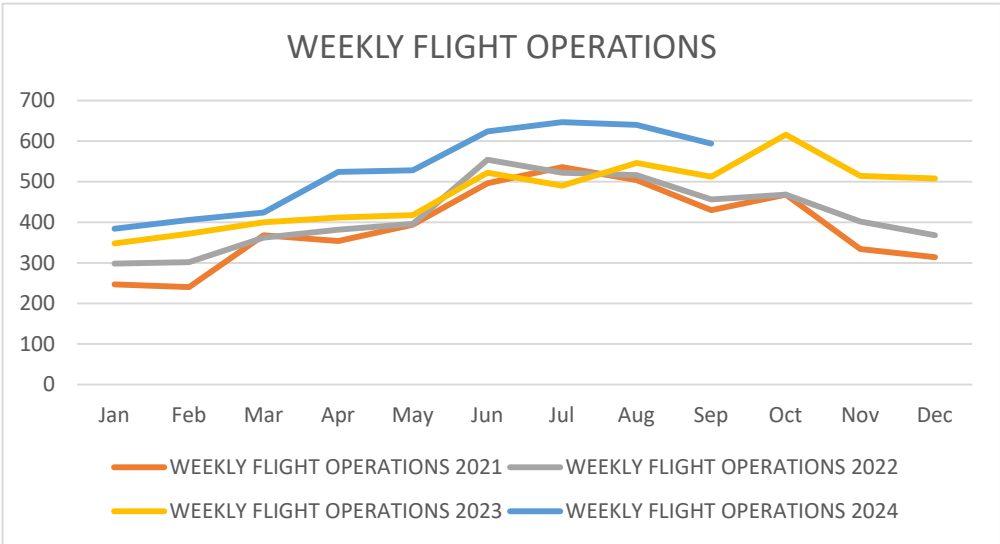
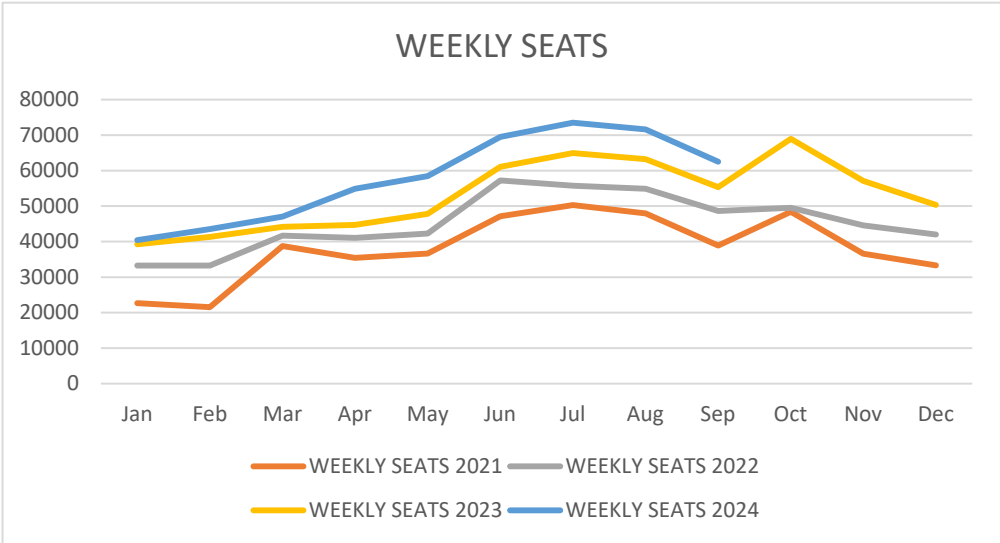
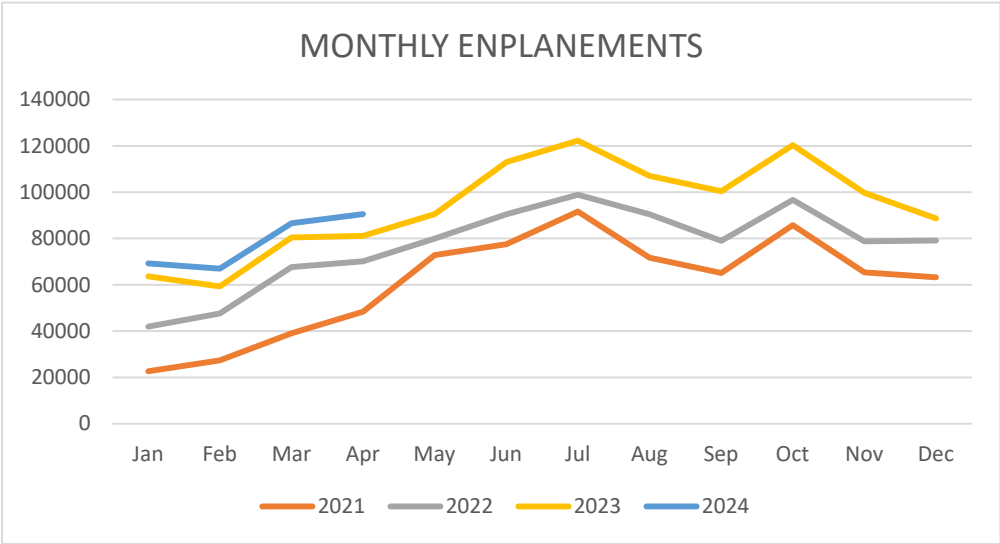
		1	2	3	4	5	6	7	8	9	10	11	12
	2022	82,372	94,697	135,068	141,232	162,241	181,885	196,507	179,330	157,040	193,883	156,006	158,532
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022	172,380	181,705								

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

April, 2024







MEMORANDUM

TO: Members of the Airport Authority
FROM: Janet Burnette, Chief Financial Officer
DATE: June 14, 2024

ITEM DESCRIPTION – Information Section Item B

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

SUMMARY

Operating Revenues for the month of April were \$2,431,758, 18.9% over budget. Operating Expenses for the month were \$1,086,389, 18.8% under budget. As a result, Net Operating Revenues before Depreciation were \$1,345,369. Net Non-Operating Revenues were \$612,958.

Year-to-date Operating Revenues were \$23,954,309, 15.8% over budget. Year-to-date Operating Expenses were \$11,406,728, 19.1% under budget. Year-to-date Net Operating Revenues before Depreciation were \$12,547,581. Net Non-Operating Revenues for the year were \$7,191,369.

REVENUES

Significant variations to budget for April were:

Landing fees	\$27,123	11.77%	Landings over budget
Concessions	\$43,463	67.62%	Advertising contracts & food sales over budget
Auto parking	\$276,989	34.62%	Parking higher than anticipated
Ground transportation	\$16,342	77.08%	TNC & TURO activity higher than budget
Land leases	\$13,880	52.83%	DreamCatcher ground lease

Information Section – Item B



EXPENSES

Significant variations to budget for April were:

Contractual services	(\$53,028)	(25.28%)	Minimal invoicing during month
Utility services	\$20,523	49.70%	Electricity invoicing during month
Rentals and leases	\$3,695	216.20%	Modular unit rentals
Insurance	(\$7,972)	(100.00%)	No insurance billing during month
Promotional activities	(\$11,723)	(41.67%)	Promotions lower than budgeted
Repairs & maintenance	(\$25,490)	(131.17%)	Insurance reimbursement for gate repairs

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents decreased by \$605K mostly due to terminal and ATC tower construction projects.

Construction in Progress – Construction in Progress increased by \$8.8M mostly due to the terminal and ATC tower construction projects.

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

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of April 30, 2024**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	2.26%	\$ 37,046,310	45,560
NC Capital Management Trust - Cash Portfolio	5.23% *	22,177,044	94,909
Petty Cash		200	
 <u>Restricted Cash:</u>			
Bank of America - PFC Revenue	2.26%	9,752,464	33,109
NC Capital Mgt Truts - PFC Revenue	5.23% *	10,007,182	7,182
BNY Mellon		1,272,751	
NC Capital Mgt Trust - 2022A Construction	5.23% *	166,041,440	710,325
NC Capital Mgt Trust - 2022A Parity Reserve	5.23% *	14,045,751	60,110
NC Capital Mgt Trust - 2022A Capitalized Interest	5.23% *	14,821,838	63,694
NC Capital Mgt Trust - 2023 Construction	5.23% *	102,353,003	508,817
NC Capital Mgt Trust - 2023 Capitalized Interest	5.23% *	13,686,766	58,574
 Total		 <u>\$ 391,204,749</u>	 <u>\$ 1,582,280</u>

* Interest Rate = 30-day yield at month end

Investment Diversification:

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

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month Ended April 30, 2024**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 391,810,097	\$ 396,306,167
Net Income/(Loss) Before Capital Contributions	1,270,623	1,335,418
Depreciation	687,704	687,703
Decrease/(Increase) in Receivables	(23,799)	(800,967)
Increase/(Decrease) in Payables	1,519,480	1,557,117
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(8,847,761)	(7,371,285)
Principal Payments of Bond Maturities	-	-
Capital Contributions	4,788,405	95,944
Prior period adjustment - Forfeiture Funds	-	-
Increase(Decrease) in Cash	(605,348)	(4,496,070)
Cash and Investments End of Period	\$ 391,204,749	\$ 391,810,097

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of April 30, 2024**

	Current Month	Last Month
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$59,223,554	\$38,178,946
Accounts Receivable	882,339	942,763
Passenger Facility Charges Receivable	825,000	875,000
Refundable Sales Tax Receivable	942,118	807,895
Grants Receivable	969,982	969,982
Prepaid Expenses	15,399,414	15,399,414
GASB 87 Short-term Lease Receivable	1,762,290	1,762,290
Total Unrestricted Assets	80,004,697	58,936,290
Restricted Assets:		
Cash and Cash Equivalents	331,981,195	353,631,151
Total Restricted Assets	331,981,195	353,631,151
Total Current Assets	411,985,892	412,567,441
Noncurrent Assets:		
Construction in Progress	136,664,697	127,816,936
Net Pension Asset - LGERS	(2,625,838)	(2,625,838)
Benefit Payment - OPEB	526,250	526,250
Contributions in Current Year	2,088,580	2,088,580
GASB 87 Long-term Lease Receivable	14,624,992	14,624,992
Property and Equipment - Net	173,957,491	174,645,195
Total Noncurrent Assets	325,236,172	317,076,115
	\$737,222,064	\$729,643,556
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$83,506	\$46,426
Customer Deposits	141,112	141,112
Unearned Revenue	181,452	298,537
Construction Contract Retainages	2,046,190	2,046,190
Revenue Bond Payable - Current	1,410,000	1,410,000
GASB 87 Short-term Deferred Revenue	2,257,607	2,257,607
Interest Payable	6,397,939	4,798,454
Total Payable from Unrestricted Assets	12,517,806	10,998,326
Total Current Liabilities	12,517,806	10,998,326
Noncurrent Liabilities:		
Pension Deferrals - OPEB	247,467	247,467
Other Postemployment Benefits	1,435,875	1,435,875
Compensated Absences	721,851	721,851
Net Pension Obligation-LEO Special Separation Allowance	703,270	703,270
GASB 87 Long-term Deferred Revenue	13,753,750	13,753,750
Revenue Bond Payable - 2016 - Noncurrent	10,860,000	10,860,000
Revenue Bond Payable - 2022A - Noncurrent	196,541,352	196,541,352
Revenue Bond Payable - 2023 - Noncurrent	188,346,050	188,346,050
Total Noncurrent Liabilities	412,609,615	412,609,615
Total Liabilities	425,127,421	423,607,941
Net Assets:		
Invested in Capital Assets	298,352,188	290,192,131
Restricted	331,981,195	353,631,151
Unrestricted	(318,238,740)	(337,787,667)
Total Net Assets	312,094,643	306,035,615
	\$737,222,064	\$729,643,556



Income Statement

Through 04/30/24
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
Fund Category Governmental Funds						
Fund Type General Fund						
Fund 10 - General Fund						
<i>Operating revenues</i>						
Terminal space rentals - non airline	25,179.01	250,989.50	251,173.33	(183.83)	301,408.00	50,418.50
Terminal space rentals - airline	334,327.87	3,520,153.03	3,211,181.82	308,971.21	3,964,422.00	444,268.97
Landing fees	257,513.82	2,733,628.80	2,332,710.09	400,918.71	2,879,889.00	146,260.20
Concessions	107,743.26	1,072,806.80	650,835.00	421,971.80	803,500.00	(269,306.80)
Auto parking	1,076,989.05	9,897,897.37	8,100,000.00	1,797,897.37	10,000,000.00	102,102.63
Rental car - car rentals	338,690.99	3,727,555.02	3,610,955.70	116,599.32	4,457,970.00	730,414.98
Rental car - facility rent	63,311.23	633,879.66	637,868.33	(3,988.67)	765,442.00	131,562.34
Commerce ground transportation	37,541.68	469,450.97	214,650.00	254,800.97	265,000.00	(204,450.97)
FBOs	119,180.41	1,180,914.42	1,108,885.83	72,028.59	1,330,663.00	149,748.58
Building leases	4,456.21	44,177.20	43,061.67	1,115.53	51,674.00	7,496.80
Land leases	40,150.57	334,013.72	262,709.17	71,304.55	315,251.00	(18,762.72)
Other leases and fees	26,674.34	88,842.53	254,833.33	(165,990.80)	305,800.00	216,957.47
<i>Operating revenues Totals</i>	<u>\$2,431,758.44</u>	<u>\$23,954,309.02</u>	<u>\$20,678,864.28</u>	<u>\$3,275,444.74</u>	<u>\$25,441,019.00</u>	<u>\$1,486,709.98</u>
<i>Non-operating revenue and expense</i>						
Customer facility charges	269,225.75	2,149,826.50	1,782,000.00	367,826.50	2,200,000.00	50,173.50
Passenger facility charges	360,886.96	3,973,881.98	3,078,000.00	895,881.98	3,800,000.00	(173,881.98)
Interest revenue	1,582,279.81	17,013,215.88	10,000,000.00	7,013,215.88	12,000,000.00	(5,013,215.88)
Interest expense	(1,599,484.63)	(15,994,846.30)	(15,933,236.67)	(61,609.63)	(19,119,884.00)	(3,125,037.70)
Gain or loss on disposal of assets	.00	40,055.00	.00	40,055.00	.00	(40,055.00)
P-card rebate	.00	8,326.66	.00	8,326.66	.00	(8,326.66)
Miscellaneous	50.00	908.84	.00	908.84	.00	(908.84)
<i>Non-operating revenue and expense Totals</i>	<u>\$612,957.89</u>	<u>\$7,191,368.56</u>	<u>(\$1,073,236.67)</u>	<u>\$8,264,605.23</u>	<u>(\$1,119,884.00)</u>	<u>(\$8,311,252.56)</u>
Capital contributions	4,788,404.99	25,633,851.89	.00	25,633,851.89	.00	(25,633,851.89)



Income Statement

Through 04/30/24

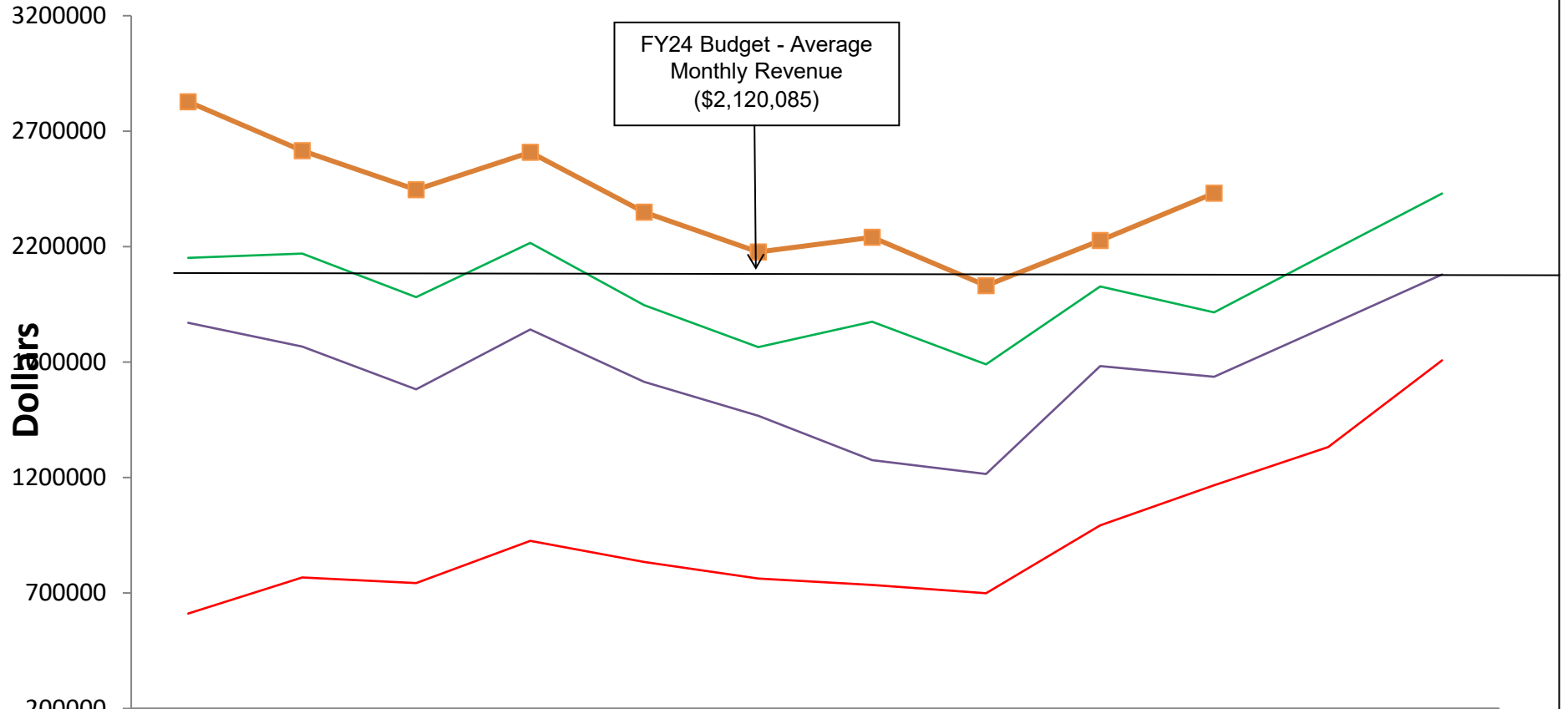
Summary Listing

Classification	MTD Actual Amount	YTD Actual Amount	YTD Budget Amount	YTD Variance	Annual Budget Amount	Budget Less YTD Actual
<i>Operating expenses</i>						
Personnel services	710,276.07	7,009,442.86	8,727,776.02	(1,718,333.16)	10,801,703.00	3,792,260.14
Professional services	40,368.50	342,490.98	480,583.33	(138,092.35)	576,700.00	234,209.02
Other contractual services	156,775.33	1,725,178.02	2,098,035.00	(372,856.98)	2,517,642.00	792,463.98
Travel and training	23,184.43	133,005.32	224,816.67	(91,811.35)	269,780.00	136,774.68
Communiations	3,087.53	42,125.14	48,083.33	(5,958.19)	57,700.00	15,574.86
Utility services	61,820.07	366,373.49	412,970.83	(46,597.34)	495,565.00	129,191.51
Rentals and leases	5,404.37	47,445.31	17,091.67	30,353.64	20,510.00	(26,935.31)
Insurance	.00	367,847.22	380,669.69	(12,822.47)	398,607.00	30,759.78
Advertising, printing and binding	224.14	10,615.25	8,291.67	2,323.58	9,950.00	(665.25)
Promotional activities	16,409.98	274,889.14	281,333.33	(6,444.19)	337,600.00	62,710.86
Other current charges and obligations	8,703.82	68,673.11	88,770.83	(20,097.72)	106,525.00	37,851.89
Operating supplies	58,098.91	546,030.92	547,408.33	(1,377.41)	656,890.00	110,859.08
Publications, subscriptions, memberships, etc.	1,055.72	62,014.51	63,400.00	(1,385.49)	76,080.00	14,065.49
Repairs and maintenance	(6,057.01)	218,843.86	194,333.33	24,510.53	233,200.00	14,356.14
Small equipment	7,037.66	91,815.97	76,250.00	15,565.97	91,500.00	(315.97)
Contingency	.00	.00	66,666.67	(66,666.67)	80,000.00	80,000.00
Emergency repairs	.00	37,328.13	41,666.67	(4,338.54)	50,000.00	12,671.87
Business development	.00	55,791.89	333,333.33	(277,541.44)	400,000.00	344,208.11
Bad debt expense	.00	6,816.99	.00	6,816.99	.00	(6,816.99)
<i>Operating expenses Totals</i>	\$1,086,389.52	\$11,406,728.11	\$14,091,480.71	(\$2,684,752.60)	\$17,179,952.00	\$5,773,223.89
<i>Depreciation</i>						
Depreciation	687,703.58	6,877,035.80	.00	6,877,035.80	.00	(6,877,035.80)
<i>Depreciation Totals</i>	\$687,703.58	\$6,877,035.80	\$0.00	\$6,877,035.80	\$0.00	(\$6,877,035.80)
Grand Totals						
REVENUE TOTALS	7,833,121.32	56,779,529.47	19,605,627.61	37,173,901.86	24,321,135.00	(32,458,394.47)
EXPENSE TOTALS	1,774,093.10	18,283,763.91	14,091,480.71	4,192,283.20	17,179,952.00	(1,103,811.91)
Grand Total Net Gain (Loss)	\$6,059,028.22	\$38,495,765.56	\$5,514,146.90	\$32,981,618.66	\$7,141,183.00	\$31,354,582.56

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

April 2024



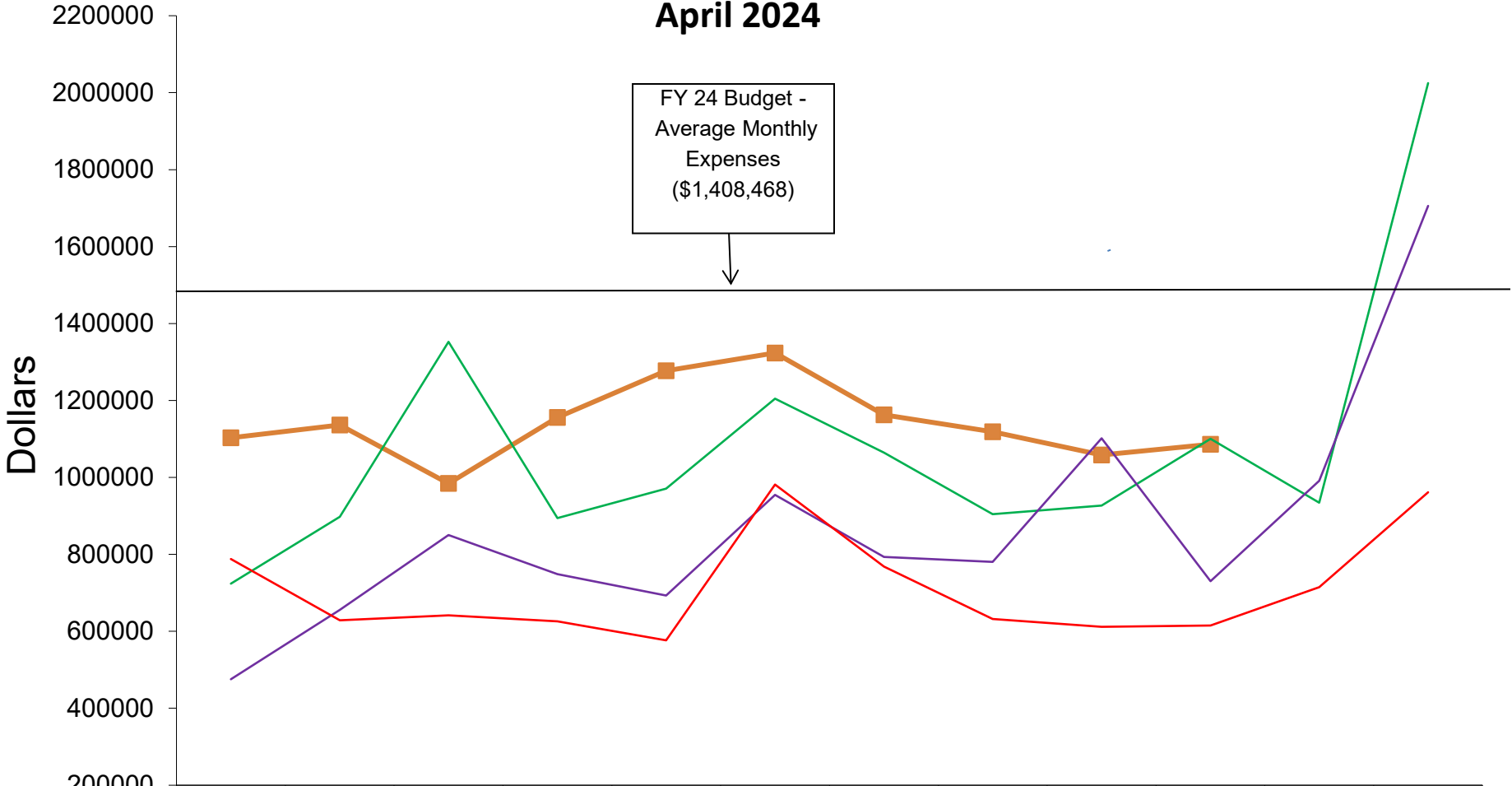
FY24 Budget - Average
Monthly Revenue
(\$2,120,085)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	2827482	2615398	2446265	2609082	2349134	2176799	2240605	2031187	2226599	2431758		
2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519
2021	611290	767485	743365	926512	834587	763375	735131	699104	993500	1166582	1332640	1707683

ASHEVILLE REGIONAL AIRPORT

Annual Operating Expenses by Month

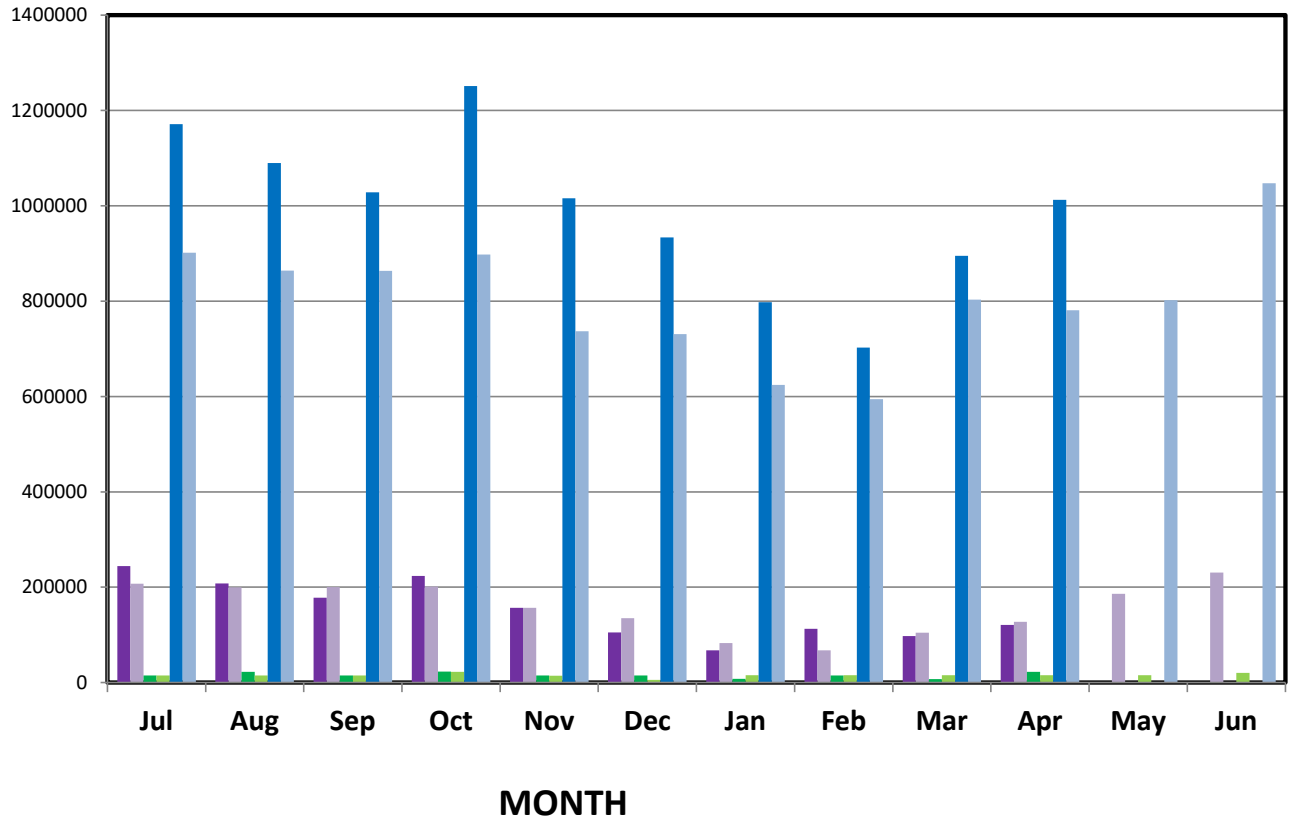
April 2024



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2024	1103108	1135951	984187	1155931	1277375	1323577	1162760	1118844	1058605	1086390		
2023	723941	897398	1352214	894073	970953	1204680	1064287	904765	926762	1100224	934182	2024815
2022	475489	656101	850419	748420	692984	954472	793428	780593	1101373	730109	991519	1705678
2021	788272	628561	641559	625891	576630	981507	768156	632342	611610	614830	714835	961373

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

GALLONS

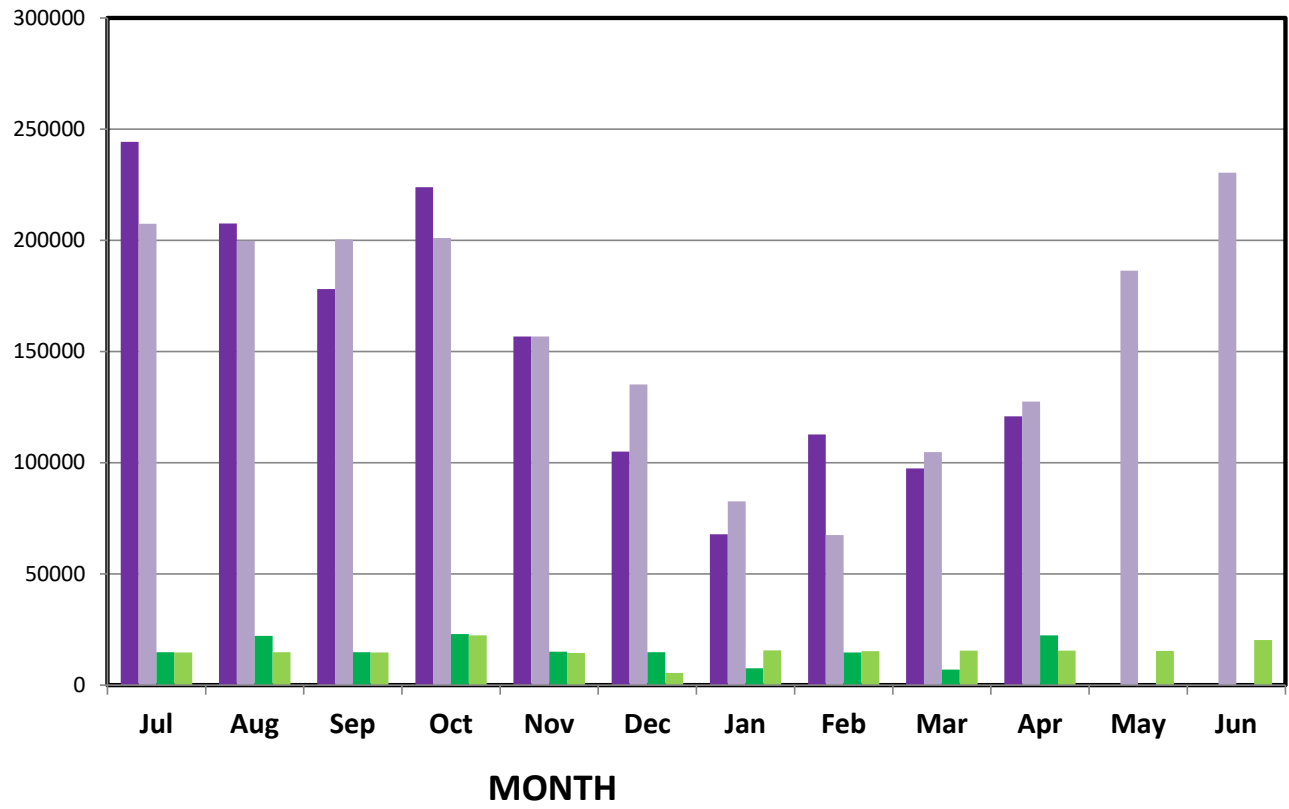


- Jet A FY24
- Jet A FY23
- 100LL - FY24
- 100LL - FY23
- Airlines - FY24
- Airlines - FY23

Jet A - 120,899 Gallons
100LL - 22,431 Gallons
Airline - 1,047,314 Gallons

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

GALLONS



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

Jet A - 120,899 Gallons
100LL - 22,431 Gallons

Design Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 6/1/2024)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 6/1/2024)	Start Date	End Date	Current Project Status (as of 6/1/2024)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$7,843,633	60.4%	\$20,452,427	76.7%	\$15,686,676	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,279,968	N/A	N/A	\$0	0.0%	\$1,279,968	62.1%	\$795,012	Jul-23	Dec-27	Project management continues.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	87.7%	\$4,413,131	Mar-21	Dec-24	CA services continue.
4	Airport Master Plan	Update current Master Plan	CHA	\$989,004	N/A	N/A	\$0	0.0%	\$989,004	92.6%	\$916,118	Jul-21	Apr-24	Finalizing ALP and Working Papers.
5	South Parking Lot	Enabling Pre-Construction work including design, tree removal and clearing.	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	89.8%	\$408,874	Jan-23	Jul-24	Project management in process.

Construction Phase

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 6/1/2024)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 6/1/2024)	Start Date	End Date	Current Project Status (as of 6/1/2024)
1	Terminal Building Modernization - CMR Construction	CGMP-1 Utilities relocation \$6,215,900 CGMP-2 CEP and Equipment Purchase \$77,999,756 and CGMP-3 \$261,577,165	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$0	0.00%	\$345,792,821	24.2%	\$83,750,011	Jan-22	Apr-27	North Concourse exterior framing & fire proofing continues. Rental Cars moved to temporary location. North ATO steel erection. South Bag Claim Expansion demolition has started.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	**\$980,475	0.00%	\$46,561,255	35.6%	\$16,576,811	Dec-22	Mar-25	Base Building steel erection began. Backfilling of Tracon and stem wall started. Waterproofing around perimeter completed. Contractor correcting rebar issues for stem wall.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$134,990	0.00%	\$10,897,307	61.5%	\$6,699,125	Jun-23	Jul-24	New entrance off Terminal Drive behind Gas Station is completing punchlist. Ground transportation moves June 18th.

Key strategic priorities

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

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