



AGENDA

Greater Asheville Regional Airport Authority Regular Meeting

Friday, June 13, 2025, 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. ELECTION OF BOARD OFFICER – NOMINATING COMMITTEE REPORT
- III. PRESENTATIONS: None
- IV. FINANCIAL REPORT ([document](#))
- V. CONSENT ITEMS:
 - A. Approval of the Greater Asheville Regional Airport Authority April 11, 2025 Regular Meeting Minutes ([document](#))
 - B. Approval of a Resolution Accepting Grants ([document](#))
 - C. Approval of Amended Administrative Policies and Procedures ([document](#))
 - D. Approval of Amended Human Resources Policies and Procedures ([document](#))
 - E. Approval of Sewer Easement with Sergio and Autumn Mendez ([document](#))
 - F. Approval of Grant of Waterline Easement with City of Asheville for Air Traffic Control Tower ([document](#))
 - G. Approval of Position Reclassification ([document](#))



- H. Approval of Vehicle for Information Technology Department ([document](#))
 - I. Approval of the Greater Asheville Regional Airport Authority April 11, 2025 Closed Session Minutes Parts A and B
- VI. OLD BUSINESS: None
- VII. NEW BUSINESS:
- A. Approval for the Terminal Project Reconfigurations of Security Checkpoint, Data Rooms, Airline-Use Space, and Operational Space ([document](#))
 - B. Approval of Change Order with Hensel Phelps for the Reconfiguration of the Rental Car Counters and Office Space ([document](#))
 - C. Approval of Amendment to Task Order No. 2 with McFarland Johnson, Inc. for Additional Services for the Remain Overnight Parking Apron Project ([document](#))
 - D. Approval of Amendment to Standard Form of Agreement with Parsons Transportation Group, Inc. for Terminal Building Modernization and Expansion Project Program Management Services ([document](#))
 - E. Approval of Amendment No. 1 to Task Order No. 1 with Kimley-Horn for Design of the Overlook Parking Wright Brothers Way Extension ([document](#))
 - F. Approval of a Contract to Tarheel Paving and Asphalt Company, Inc. for the Reconstruction and Improvements to Perimeter Road. ([document](#))
 - G. Approval of Agreement for Contract Custodial Services ([document](#))
 - H. Preliminary Approval of Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport ([document](#))
 - I. Approval of a Reimbursement Agreement with Signature Flight Support LLC., and the Greater Asheville Regional Airport Authority ([document](#))



VIII. PRESIDENT'S REPORT:

- A. FEMA Reimbursement
- B. FY26 Org Chart
- C. Terminal Update

IX. INFORMATION SECTION:

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

- A. April 2025 Traffic Report ([document](#))
- B. April 2025 Monthly Financial Report ([document](#))
- C. June 2025 Development/Project Status Report ([document](#))
- D. Potential Board Items for the Next Regular Meeting:
 - Public Hearing and Final Approval of Amended Ordinance of Airline Rates, Fees and Charges

X. PUBLIC AND TENANTS' COMMENTS

XI. CALL FOR NEXT MEETING: July 11, 2025

XII. CLOSED SESSION

XIII. AUTHORITY MEMBER REPORTS:

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

XIV. 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-25**

AIRPORT ACTIVITY

	Month	Variance to Prior Year	Calendar Year to Date	Variance to Prior Year
Passenger Enplanements	83,759	(7.5%)	285,244	(9.0%)
Aircraft Operations				
Commercial	2,476	(0.9%)	8,265	(2.2%)
Scheduled Flights	1,045	(2.0%)		
Flight Cancellations	3			
Seats	104,205	(7.1%)	357,809	(9.6%)
Load Factor	80.4%	(0.4%)	79.7%	0.7%
General Aviation	3,186	(15.0%)	10,705	(22.7%)
Military	114	(57.5%)	672	(42.8%)

FINANCIAL RESULTS

	Month	Variance to Budget	Fiscal Year to Date	Variance to Budget
Operating Revenues	\$ 2,478,325	(11.5%)	\$ 24,359,911	(9.4%)
Operating Expenses	1,322,820	(26.3%)	13,436,264	(28.6%)
Net Operating Revenues before Depreciation	<u>\$ 1,155,505</u>		<u>\$ 10,923,647</u>	
Net Non-Operating Revenues	<u>\$ 90,856</u>		<u>\$ 2,459,225</u>	
Grants:				
Federal Grants	\$ 9,412,828		\$ 13,541,559	
NC Dept of Transportation Grants	2,160,819		8,262,417	
Total	<u>\$ 11,573,647</u>		<u>\$ 21,803,976</u>	

CASH

Restricted - PFC Revenue Account	\$ 25,276,311
Restricted - BNY Mellon (Debt Service Series 2016)	\$ 1,293,986
Restricted - Bond Series 2022A	\$ 194,243,192
Restricted - Bond Series 2023	\$ 30,168,900
Designated for O&M Reserve	14,775,556
Designated for Emergency Repair	650,000
Unrestricted, Undesignated	36,754,829
Total	<u>\$ 303,162,774</u>

RECEIVABLES PAST DUE

	Total	1-30 Days	31-60 Days	Over 60 Days
Advertising Customers	11,665	5,400	2,340	3,925
Avis	407	-	-	407
Delta	13,512	-	7,312	6,200
Enterprise	1,040	-	-	1,040
FAA	590	330	-	260
Paradies	4,704	4,704	-	-
Signature	1,950	-	1,950	-
TSA	330	-	-	330
United	700	700	-	-
WNC Aviation	2,161	2,140	-	21
Miscellaneous	466	416	50	-
Total	<u>\$ 37,525</u>	<u>\$ 13,690</u>	<u>\$ 11,652</u>	<u>\$ 12,183</u>
% of Total Receivables	3.16%			

Note: Excludes balances paid subsequent to month-end.

REVENUE BONDS PAYABLE

	Original Amount	Current Balance
Parking Garage Revenue Bond, Series 2016A	\$ 15,750,000	\$ 10,860,000
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>\$ 370,860,000</u>

CAPITAL EXPENDITURES

Annual Budget	\$ 334,782,262
Year-to-Date Spending	\$ 94,664,842

**REGULAR MEETING
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
April 11, 2025**

The Greater Asheville Regional Airport Authority ("Authority") met on Friday, April 11, 2025 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.; Nathan Kennedy; Laura B. Leatherwood; and Gene O. Bell

MEMBERS ABSENT: Susan Russo Klein

STAFF AND LEGAL COUNSEL PRESENT: Sabrina Presnell Rockoff, Authority Legal Counsel; Lew Bleiweis, President & CEO ("president"); Lexie Farmer, Chief Operations Officer; Tina Kinsey, Chief Administrative Officer; Janet Burnette, Chief Financial Officer; Shane Stockman, VP – Information Technology; John Coon, VP – Operations and Maintenance; Jared Merrill, VP – Planning; Samuel Sales, Chief of Public Safety; Angela Wagner, VP - Administration and Human Resources; Mark Sullivan, Development Project Manager; Kyle Montague, IT Systems Technician; and Ellen Heywood, Clerk to the Board

ALSO PRESENT: Amanda Sheridan, McFarland Johnson; James Moose, Avcon, Inc.; Travis Bird, Avcon, Inc.

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

The president introduced Mark Sullivan, Development Project Manager to the Board. The Board welcomed Mr. Sullivan to the organization.

PRESENTATIONS: None

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

CONSENT ITEMS: The Chair stated that Consent Item C, Approval of the Greater Asheville Regional Airport Authority March 14, 2025 Closed Session Minutes Parts A and B, would be pulled for review in Closed Session.

A. Approval of the Greater Asheville Regional Airport Authority March 14, 2025 Regular Meeting Minutes:

B. Approval of Insurance Renewals:

Dr. Leatherwood moved to approve Consent Items A and B. Mr. Ricker seconded the motion and it carried unanimously.

OLD BUSINESS:

A. Public Hearing and Final Adoption of the Authority's Amended Ordinance No. 201601-11 for Airline Rates, Fees and Charges for the Asheville Regional Airport: Janet Burnette stated that the proposed preliminary Amended Schedule of Airline Rates, Fees and Charges for FY2025-2026 was presented to and approved at the March 14, 2025 Authority Board meeting and has been available for public inspection since. Mrs. Burnette further stated that no comments have been received and that a public hearing is required.

At 8:39 am Mr. Lovin moved to go into public hearing for Ordinance 201601-11 and open the floor for public comments. Dr. Leatherwood seconded the motion and it carried unanimously. There being no public comments by those present, Mr. Lovin moved to close the floor to public comments at 8:40 am. Dr. Leatherwood seconded the motion and it carried unanimously.

Mr. Lovin moved to adopt Amended Ordinance 201601-11 to implement the Schedule of Airline Rates, Fees and Charges for the Asheville Regional Airport for FY2025/2026. Dr. Leatherwood seconded the motion and it carried unanimously:

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GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-11

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

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

Section 1. CITATION.

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

Section 2: FINDINGS.

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

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

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

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

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

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

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

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

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

Section 3. PURPOSE AND SCOPE

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

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

Section 4. EFFECTIVE DATE

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

Section 5. DEFINITIONS

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

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

5.3 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. RATE MAKING METHODOLOGY

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

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

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

6.4 Terminal Building Operating Requirement.

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

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

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

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

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

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

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

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

6.5 Airfield Area Operating Requirement.

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

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

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

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

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

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

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

6.5.4 [RESERVED]

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

6.5.6 [RESERVED]

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

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

Section 7. RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2025-2026 Schedule of Rates, Fees and Charges effective July 1, 2025 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. PENALTIES AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. SEVERABILITY

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

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

Section 12. AMENDMENT.

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

ADOPTED THIS the __ day of _____, 2025, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Brad Galbraith, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

Exhibit A

Asheville Regional Airport

2025-2026 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE**RESULTS**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Signatory Airline Rates & Charges:</u>			
Terminal Building Rental Rate (per s.f.) ¹	\$87.67	\$148.09	\$191.06
Terminal Rental Rate - Preferential Space (per s.f.) ¹		\$87.67	\$148.09
Passenger-Related Security Fee (per EP)	\$0.82	\$1.01	\$1.55
Landing Fee (per 1,000-lbs)	\$2.55	\$3.27	\$3.01
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.40	\$0.51	\$0.78
Baggage Make-Up & Claim Fee (per bag)	\$1.22	\$1.63	\$2.50
Baggage Make-Up & Claim Fee (per airline)	\$24,051	\$40,629	\$55,793
Gate Area Charge per (enplaned pax)	\$1.33	\$1.71	\$2.64
Gate Area Fee (per airline)	\$61,440	\$103,788	\$133,905
Ramp Fee (per depart.)	\$0.00	\$7.30	\$7.05
 <u>Turn Fees ²</u>			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$449.00	\$589.00	\$723.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$518.00	\$680.00	\$834.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$604.00	\$793.00	\$973.00
 Average AVL CPE	 \$6.50	 \$7.95	 \$10.54

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

For FY2026, Terminal Rental Rate for Airline Preferential Space will be FY2025 rate

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

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Enplaned Passengers:</u>			
Allegiant	450,000	550,000	550,000
American	270,000	400,000	290,000
Delta	230,000	290,000	195,000
Jet Blue	4,500	12,000	15,000
Sun Country	15,500	15,000	0
Spirit	0	0	0
United	80,000	108,000	100,000
Total	1,050,000	1,375,000	1,150,000
<u>Estimated Checked Bags:</u>			
Allegiant	149,568	184,987	230,700
American	104,656	149,911	95,060
Delta	142,870	169,021	127,000
Jet Blue	1,675	3,000	0
Sun Country	5,425	5,425	0
Spirit	0	0	0
United	41,821	52,727	52,800
Total	446,015	565,071	505,560
<u>Departures:</u>			
Allegiant	3,006	3,436	3,635
American	3,394	4,910	5,360
Delta	2,552	3,145	3,200
Jet Blue	56	130	150
Sun Country	104	104	0
Spirit	0	0	0
United	1,311	1,977	1,835
Total	10,423	13,702	14,180
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	428,913	487,875	510,000
American	324,000	474,600	348,000
Delta	265,000	327,374	325,000
Jet Blue	5,455	13,696	18,000
Sun Country	15,000	15,000	0
Spirit	0	0	0
United	91,000	139,876	115,000
Total	1,129,368	1,458,421	1,316,000

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Preferential Space:</u> ¹			
Allegiant	1,396	1,396	1,858
American	2,436	2,436	2,436
Delta	2,609	2,609	2,609
JetBlue	330	330	330
Sun Country	267	267	0
United	1,350	1,350	1,350
CRJ	462	462	0
Total Preferential Space	8,850	8,850	8,583
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,855	34,855	34,588
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	472	472	472
Queue (unassigned)	740	740	740
Vacant Airline Preferential Space	785	785	1,052
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,366	27,366	27,633
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Depreciation:</u> ¹				
Gross Depreciation		\$5,400,000	\$8,200,000	\$8,300,000
Less: Grant & PFC Amortization		(3,800,000)	(3,800,000)	(3,800,000)
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$224,000	\$616,000	\$630,000
Terminal Building	[A*C]	480,000	1,320,000	1,350,000
Parking, Roadway, and Ground Trans.	[A*D]	528,000	1,452,000	1,485,000
General Aviation Area	[A*E]	256,000	704,000	720,000
Other Area	[A*F]	112,000	308,000	315,000
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 4**OPERATION AND MAINTENANCE EXPENSES**

(Fiscal Years Ending June 30)

		Budget	Budget	Budget
		2024	2025	2026
<u>By Category:</u>				
Personnel Services		\$10,684,903	\$13,637,208	\$13,728,454
Professional Services		\$701,700	\$887,030	\$1,125,335
Utilities		\$495,565	\$628,010	\$545,375
Promotional Activities		\$337,600	\$464,000	\$375,725
Maintenance and Repairs		\$304,700	\$562,000	\$574,500
Contracted Services		\$2,214,305	\$3,605,987	\$4,643,913
Insurance Expense		\$398,607	\$480,000	\$772,318
Materials and Supplies		\$656,890	\$828,385	\$767,224
Other Expenses		\$540,545	\$665,714	\$633,909
Total O&M Expenses	[A]	<u>\$16,334,815</u>	<u>\$21,758,334</u>	<u>\$23,166,753</u>
<u>By Cost Center (%):</u>				
Airfield Area	[B]	26.0%	25.6%	25.1%
Terminal Building	[C]	45.9%	44.8%	43.7%
Parking, Roadway, and Ground Trans.	[D]	14.6%	16.3%	18.4%
General Aviation Area	[E]	9.7%	9.5%	9.3%
Other Area	[F]	3.9%	3.7%	3.5%
Total		<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$4,245,524	\$5,571,814	\$5,815,618
Terminal Building	[A*C]	7,492,146	9,754,558	\$10,120,453
Parking, Roadway, and Ground Trans.	[A*D]	2,377,810	3,553,914	\$4,269,721
General Aviation Area	[A*E]	1,587,389	2,064,126	\$2,153,837
Other Area	[A*F]	631,946	813,922	\$807,124
Total O&M Expenses	[A]	<u>\$16,334,815</u>	<u>\$21,758,334</u>	<u>\$23,166,753</u>

Note: Amounts may not add due to rounding.

Table 5

LANDING FEE AND REVENUE

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airfield Requirement:</u>				
O&M Expenses		\$4,245,524	\$5,571,814	\$5,815,618
Less: Deicing Chemicals		(40,000)	(40,000)	(40,000)
O&M Reserve Requirement		348,805	663,145	121,902
Net Depreciation		224,000	616,000	630,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$4,907,910	\$6,940,539	\$6,657,101
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$115,000	\$115,000	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$115,000	\$115,000	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$4,792,910	\$6,825,539	\$6,542,101
Airline Landed Weight	[F]	1,129,368	1,458,421	1,316,000
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.24	\$4.68	\$4.97
Revenue Share Credit	[H]	\$1,917,078	\$2,050,644	\$2,587,310
Adjusted Airline Net Requirement	[I=E-H]	\$2,875,832	\$4,774,896	\$3,954,791
Airline Landing Fee	[J=I/F]	\$2.55	\$3.27	\$3.01
Airline Landing Fee Revenue	[K=F*J]	\$2,875,832	\$4,774,896	\$3,954,791

Note: Amounts may not add due to rounding.

Table 6**TERMINAL RENTAL RATE AND REVENUE**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Terminal Requirement:</u>				
O&M Expenses		\$7,492,146	\$9,754,558	\$10,120,453
O&M Reserve Requirement		588,012	1,131,206	182,947
Net Depreciation		480,000	1,320,000	1,350,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	4,258,836
Debt Service Coverage (25%)		0	0	1,064,709
Total Requirement	[A]	\$8,610,158	\$12,255,765	\$17,026,946
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$857,503	\$1,393,130	\$1,787,906
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge or Ramp Fees		0	100,000	100,000
Total Terminal Credits	[B]	\$873,966	\$1,509,593	\$1,904,369
Net Requirement	[C=A-B]	\$7,736,191	\$10,746,172	\$15,122,577
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$124.33	\$172.71	\$243.05
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Airline Requirement	[G=E*F]	\$4,333,665	\$6,019,797	\$8,406,482
Revenue Share Credit	[H]	\$1,278,052	\$858,071	\$1,797,961
Adjusted Airline Requirement	[I=G-H]	\$3,055,613	\$5,161,727	\$6,608,521
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Adjusted Airline Terminal Rate	[J=I/F]	\$87.67	\$148.09	\$191.06
Airline Terminal Rentals	[K=F*J]	\$3,055,613	\$5,161,727	\$6,608,521

Note: Amounts may not add due to rounding.

Table 6A

LOADING BRIDGE OR RAMP FEE AND REVENUE

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Ramp Fee</u>				
Operating Expenses ¹		\$0	\$100,000	\$100,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$0	\$100,000	\$100,000
Total Departures	[B]	10,423	13,702	14,180
Ramp Fee (per Departure)	[C=A/B]	\$0.00	\$7.30	\$7.05
Total Loading Bridge Revenue	[D=B*C]	\$0	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 6B

JOINT USE CHARGES

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$641,367	\$1,083,437	\$1,397,824
Supply Costs - Bag Tags		\$0	\$130,000	\$90,000
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,638,398	2,767,681	3,570,795
Total Joint Use Requirement	[G=D+E+F]	\$2,279,765	\$3,981,118	\$5,058,619
<u>Baggage Make-Up & Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$545,162	\$920,921	\$1,264,650
Checked Bags	[I]	446,015	565,071	505,560
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$1.22	\$1.63	\$2.50
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$96,205	\$162,516	\$223,174
Number of Airlines	[L]	4	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$24,051	\$40,629	\$55,793
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$1,392,638	\$2,352,529	\$3,035,175
Enplaned Passengers	[O]	1,050,000	1,375,000	1,150,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.33	\$1.71	\$2.64
Gate Area Requirement (15%)	[Q=E*15%]	\$245,760	\$415,152	\$535,619
Number of Airlines	[L]	4	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$61,440	\$103,788	\$133,905
Total Joint Use Revenue	[G]	\$2,279,765	\$3,851,118	\$5,058,619

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$402,915	\$680,628	\$878,130
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$419,378	\$697,091	\$894,593
Enplaned Passengers	[F]	1,050,000	1,375,000	1,150,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.40	\$0.51	\$0.78
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		2024	2025	2026
Personnel-Related Security Cost	[A]	\$1,935,605	\$2,167,975	\$2,215,894
<u>Officer Deployment Hours:</u>				
Total Hours (17 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,064
Holiday (11 Holidays)		(198)	(198)	(187)
Vacation (12 Days)		(216)	(216)	(204)
Training (8 hrs per month per officer)		(144)	(144)	(136)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(153)
Available Hours/Officer	[B]	1,454	1,454	1,384
Number of Officers	[C]	20	20	19
Total Available Hours	[D=B*C]	29,072	29,072	26,304
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,736)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	23,568
Personnel-Related Security Cost per Hour	[G=A/F]	\$73.90	\$82.77	\$94.02
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$485,527	\$543,815	\$583,412
Contract Security - Exit Lane & Employee Screening		\$60,000	\$55,000	\$235,000
Supply Costs - Boarding Passes, etc.		\$0	\$70,000	\$35,000
Less: TSA Reimbursement		(116,800)	0	0
Net Personnel-Related Costs	[H]	\$428,727	\$668,815	\$853,412
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$87.67	\$148.09	\$191.06
Security Checkpoint Space Costs	[K=I*J]	\$428,776	\$724,315	\$934,494
Passenger-Related Security Charges	[L=H+K]	\$857,503	\$1,393,130	\$1,787,906
Enplaned Passengers	[M]	1,050,000	1,375,000	1,150,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.82	\$1.01	\$1.55
Passenger-Related Security Charges	[O=M*N]	\$857,503	\$1,393,130	\$1,787,906

Note: Amounts may not add due to rounding.

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airline Revenue:</u>				
Terminal Rentals		\$3,055,613	\$4,627,010	\$6,239,709
Boarding Bridge or Ramp Fees		0	100,000	100,000
Landing Fees		2,875,832	4,774,896	3,954,791
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		857,503	1,393,130	1,787,906
Deicing Chemicals		40,000	40,000	40,000
Total	[A]	\$6,828,948	\$10,935,035	\$12,122,406
Enplaned Passengers	[B]	1,050,000	1,375,000	1,150,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.50	\$7.95	\$10.54

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Per Turn Requirement:</u>				
Joint Use Cost ¹		\$2,279,765	\$3,981,118	\$5,058,619
Loading Bridge or Ramp Cost		0	100,000	100,000
Unassigned Ticket Counter Cost		419,378	697,091	894,593
Passenger Related Security Charge Cost		857,503	1,393,130	1,787,906
Deicing Chemicals Cost		40,000	40,000	40,000
Total	[A]	\$3,596,646	\$6,211,339	\$7,881,117
Total Departures	[B]	10,423	13,702	14,180
Average Per Turn Cost	[C=A/B]	\$345.07	\$453.32	\$555.79
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*130%]	\$449.00	\$589.00	\$723.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*150%]	\$518.00	\$680.00	\$834.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*175%]	\$604.00	\$793.00	\$973.00

Note: Amounts may not add due to rounding.

B. Public Hearing and Final Adoption of the Authority's Fiscal Year 2025/2026 Budget: Janet Burnette reminded the Board that the proposed budget was presented to and approved at the Authority Board meeting on March 14, 2025. Mrs. Burnette remarked that the budget has remained available for public inspection and comment, with no comments being received to date.

At 8:41 am Mr. Lovin moved to go into public hearing for the FY 2025/2026 Budget and open the floor to public comments. Mr. Kennedy seconded the motion and it carried unanimously. There being no public comments by those present, Mr. Lovin moved to close the floor to public comments at 8:42 am. Mr. Kennedy seconded the motion and it carried unanimously.

Mr. Lovin moved to adopt the Fiscal Year 2025/2026 Budget Ordinance. Dr. Leatherwood seconded the motion and it carried unanimously:

[INTENTIONALLY LEFT BLANK]

**GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
2025-2026
BUDGET ORDINANCE**

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2025-2026 Budget Ordinance of the Airport Authority is hereby set forth as follows:

Section 1. The following amounts are hereby appropriated for the operation of the Greater Asheville Regional Airport Authority for the fiscal year beginning July 1, 2025 and ending June 30, 2026 in accordance with the following schedules:

EXPENDITURES

Administration Department	\$ 1,935,238
Planning Department	748,232
Executive Department	1,664,806
Finance Department	953,027
Guest Services Department	415,681
Information Technology Department	2,675,502
Marketing Department	1,043,877
Operations Department	9,960,306
Properties & Contracts	378,278
Public Safety Department	3,851,806
Emergency Repair Costs	50,000
Carry-over Capital Expenditures from Prior Year	208,125,770
Capital Improvement	5,861,111
Equipment and Small Capital Outlay	553,000
Renewal and Replacement	336,750
Business Development	400,000
Debt Service	20,600,582
Contingency	100,000
Total Expenditures	<u><u>\$259,653,966</u></u>

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

REVENUES

Administration (Interest Income)	\$ 1,800,000
Terminal	15,667,949
Airfield	4,031,160
General Aviation	1,441,461
Parking Lot	14,055,000
Other	956,808
Bond Interest	3,000,000
Passenger Facility Charges	4,500,000
Customer Facility Charges	2,800,000
Federal Grants (including AIP/BIL)	32,611,808
NC Department of Transportation Grants	8,643,276
Transfer from GARAA Cash/Investments	170,146,504
Total Revenues	<u><u>\$259,653,966</u></u>

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

- a. He may transfer amounts between line item expenditures within a budget ordinance line item without limitation and without a report being required. These changes should not result in increased recurring obligations such as salaries.
- b. He may transfer amounts up to \$80,000 from contingency appropriations to other budget ordinance line items within the same fund. He must make an official report on such transfers at the next regular meeting of the board.
- c. He may approve any type of procurement up to \$80,000 (spending authority). This spending authority is to be adjusted annually using CPI index.

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

Section 5. This ordinance shall become effective on July 1, 2025.

Adopted this ____ day of April, 2025

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

NEW BUSINESS:

A. Approval of Amendment to Agreement for Professional Consulting Services with Parsons Transportation Group, Inc. for the Air Traffic Control Tower and TRACON Project Program Management Services: Jared Merrill stated that following Board approval last spring, Parsons Transportation Group, Inc. ("Parsons") has been managing the daily oversight and inspection services for the Air Traffic Control Tower and TRACON project since May of 2024. Staff estimated that their oversight has saved the project over \$2.5 million in detailed review and negotiations of change order requests. Mr. Merrill stated that an Amendment is needed for the services to be provided by Parsons for the May through December 2025 period. The anticipated expense for their services is \$385,804.00. The cost for these services will be paid from the Air Traffic Control Tower and TRACON project budget.

The Board questioned whether the Amendment was an estimated amount or a not-to-exceed amount. Mr. Merrill responded that it would be treated as a not-to-exceed amount.

Mr. Lovin moved to approve the Amendment with Parsons Transportation Group, Inc. for Program Management Services associated with the Air Traffic Control Tower and TRACON Project; approve the FY25/26 anticipated contract expenditures of \$385,804.00; and authorize the President & CEO to execute the necessary documents. Mr. Ricker seconded the motion and it carried unanimously.

B. Approval of Change Order No. 6 with Hensel Phelps for Owner Contingency Items: Mr. Merrill informed the Board that there have been several owner-directed changes to the Terminal Modernization and Expansion project that Hensel Phelps has proceeded with and elected to use their contractor contingency to fund the changes in scope until a change order could be executed for owner contingency funding. Mr. Merrill stated that Change Order No. 6 incorporates the owner-directed changes and will replenish the contractor contingency with the necessary owner contingency funding. Mr. Merrill reviewed the items included in the change order including a credit for removal of passenger boarding bridge No. 4. The total for Change Order No. 6 amounts to \$1,993,057.00 and will be funded with the owner contingency that was part of the original project budget.

Dr. Leatherwood moved to approve Change Order No. 6 with Hensel Phelps in the amount of \$1,993,057.00 for the owner directed changes on the Terminal Modernization and Expansion project and authorize the President & CEO to execute the necessary documents. Mr. Bell seconded the motion and it carried unanimously.

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

A. NCDOT Aviation Economic Impact: An economic impact brochure from the NC Department of Transportation Department of Aviation was available for the Board Members at their seats.

B. Authority's Bond Rating: The president was pleased to report that the airport's bond rating is re-evaluated annually and the ratings have remained at an A+ with Kroll with stable outlook and a Baa2 with stable outlook with Moody's. Both firms commended the resilience of the airport while sustaining significant decline in traffic from Hurricane Helene and were appreciative of how staff managed the organization and maintained fiscal conservancy in the aftermath of Hurricane Helene.

C. Baggage Handling System: Start-up and testing of the new Baggage Handling System will take place on April 15th and the Board was invited to attend.

D. Aviation Update: The president reported that some airlines are becoming cautious and pulling back on seat capacity and destinations for the upcoming summer and fall months in reaction to the country's economy and also in response to a drop in travel to the US by Canadian leisure travelers. These changes are happening throughout the country as airlines make constant tweaks to their schedules.

AUTHORITY MEMBER REPORTS: None

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 May 9, 2025 at Council Chambers, Fletcher Town Hall.

CLOSED SESSION: At 8:53 a.m. Mr. Lovin moved that the Greater Asheville Regional Airport Authority go into closed session at this time pursuant to North Carolina General Statute 143-318.11(a) subsections (3), (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; and, to consider the qualifications, competence, performance, character, fitness and conditions of appointment of an individual, public officer, or employee or prospective public officer or employee. Mr. Kennedy seconded the motion and it carried unanimously.

Open Session resumed at 10:17 a.m.

Mr. Bell left the meeting during the Closed Session.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY APRIL 11, 2025

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. Dr. Leatherwood seconded the motion and it carried by a 5 to 0 vote.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY MARCH 14, 2025

CLOSED SESSION MINUTES: Mr. Lovin moved to approve the minutes for the Greater Asheville Regional Airport Authority March 14, 2025 Closed Session Parts A & B and to seal and withhold the minutes for the March 14, 2025 Closed Session Parts A & B from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mr. Kennedy seconded the motion and it carried by a 5 to 0 vote.

PRESIDENT & CEO PERFORMANCE EVALUATION:

Following a performance discussion held during closed session, Mr. Lovin moved to approve an increase to the President & CEO's salary effective July 1, 2025 by 18% and an increase to the car allowance to \$2,000. Dr. Leatherwood seconded the motion and it carried by a 5 to 0 vote.

The president stated that Mrs. Burnette has announced her retirement to be effective at the end of August. Staff is working with a search firm and hopes to finalize an offer to have someone in place in June to work with Mrs. Burnette for a couple of months.

ADJOURNMENT: Mr. Lovin moved to adjourn the meeting at 10:23 a.m. Mr. Kennedy seconded the motion and it carried by a 5 to 0 vote.

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 2025-2026

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:

Lew 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 13th day of June, 2025

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 13, 2025

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. We are recommending the addition of the Investment Policy.

ISSUES

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

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 Greater Asheville Regional Airport Authority Board resolve to (1) approve the attached amended Administrative Policies and Procedures; and (2) authorize the President & CEO to implement the necessary documents.

Attachment

Consent – Item C

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



ADMINISTRATION POLICIES AND PROCEDURES

Last updated: 6/14/2024

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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	<p>The Fiscal Year of the Authority begins July 1 and ends June 30.</p> <p>The President & CEO prepares a budget on or before May 15 of each year for the next ensuing year for approval by the Board.</p> <p>The Board contracts for an annual audit of the financial records of the Authority by an independent certified public accountant.</p>
Documents	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>An emergency rule or regulation may become effective immediately.</p>

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

Our Mission

~~To be an authentic and convenient gateway for business and adventure~~
~~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~~
~~Forward, Integrity, Empathy, Welcome~~

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

Everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Airport management has a responsibility

**Open and
Honest
Communication**

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 July 1, 2022, 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 Operations~~ Officer, Chief Administrative Officer, or ~~the other~~ 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 July 1, 2022, 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	<p>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.</p> <p>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.</p> <p>Staff and legal counsel will then negotiate a final form of lease document with the tenant.</p>
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	<p>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.</p> <p>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.</p>
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:

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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 amount of his annually approved spending authority, 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 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 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	June 14, 2024
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	<p>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.</p> <p>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.</p>
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 any 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.
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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.
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APPROVAL AND UPDATE HISTORY:

Approval	June 14, 2024
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 Obligated Party 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
Supersedes

November 18, 2022

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	<p>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.</p> <p>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.</p>
Competitive Selection	<p>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.</p> <p>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.</p>
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

	Unserved 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

	Unserved 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)

	Unserved 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.

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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	<p>The following words, terms and phrases shall have the following meanings:</p> <p>Peer-to-Peer Vehicle Sharing Provider ("Provider") means the person or entity that operates, facilitates, or administers the provision of personal vehicle sharing through a Peer-to-Peer Vehicle Sharing Program, authorized to do business at the Asheville Regional Airport and shall enter into an Operating Agreement with the Greater Asheville Regional Airport Authority ("Authority").</p> <p>Peer-to-Peer Vehicle Sharing Program ("Program") means a business platform that connects shared vehicle owners with drivers to enable the sharing of vehicles for financial consideration.</p> <p>Peer-to-Peer Shared Vehicle ("Vehicle") means a vehicle that is available for sharing through a Peer-to-Peer Vehicle Sharing Program. In addition, the engaging in the rental and/or short-term leasing of vehicle(s) made available on Peer-to-Peer Vehicle Sharing Provider(s) application platform accessed by mobile app and/or web browser for customers to reserve and use for an agreed upon period of time, with the owner of Peer-to-Peer Shared Vehicle either dropping-off the vehicle to the customer or picking up the customer.</p> <p>Peer-to-Peer Shared Vehicle Owner ("Owner") means the registered owner of a Peer-to-Peer Shared Vehicle that is made available for sharing through the Peer-to-Peer Vehicle Sharing Program.</p> <p>Gross Receipts ("Gross Receipts") includes all sums paid or payable to Provider, including payments to Shared Vehicle Owners, for providing</p>

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	<p>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.</p> <p>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.</p> <p>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.</p>
Monthly Fees	<p>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.</p> <p>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.</p>
Reporting	On or before the fifteenth (15 th) 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	<p>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.</p> <p>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.</p> <p>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.</p>
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, losses, 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	<p>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.</p> <p>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.</p>
Procedures	<p>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.</p> <p>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.</p>

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;
- 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 has designated the Planning Coordinator as the DBE Liaison Officer (DBELO). This DBELO 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 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, both DBE and non-DBE business

communities, that perform work for the Airport on State and Federal assisted contracts.

APPROVAL AND UPDATE HISTORY:

Approval June 14, 2024

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

Investment Policy

OBJECTIVE To provide guidance for the investment of funds held by the Authority, including restricted funds and proceeds from the issuance of debt. This policy is designed to ensure effective maximization of investment income while maintaining sufficient operating funds.

The primary objectives include:

1. Preservation of principal – the investment program must emphasize the safety of the overall portfolio.
2. Return on Investment – investments should provide reasonable returns while preserving principal.
3. Sufficient liquidity – operating requirements must be anticipated so funds are available when needed.

METHOD OF OPERATION

Procedures

1. The investment policy shall be reviewed annually by the President & CEO and the CFO for any necessary revisions.
2. The CFO will establish an annual financial plan which includes projections of minimum cash necessary for operational and/or capital expenditures. It should also include an investment schedule with anticipated yields. This plan should be revised as necessary.
3. The CFO should invest idle funds to meet the investment objectives.
4. Unspent bond proceeds should be invested as appropriate and in accordance with IRS regulations and any applicable resolutions of the Authority.

Investment Guidelines

The President & CEO and/or CFO are authorized to invest idle Authority funds in accounts, securities or other investments as permitted by the North Carolina General Statute 159-30. All deposits of the Authority will be made in board-designated official depositories that are secured as required by State law {G.S. 159-31}. The board may designate as an official depository, any bank or savings association whose principal office is located in North Carolina. State law {G.S. 159-30(c)} authorizes the board to invest in obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States, obligations of the State of North Carolina, bonds and notes of any North Carolina local government or public authority, obligations of certain non-guaranteed federal agencies, certain high-quality issues of commercial paper and bankers' acceptances, and the North Carolina Capital Management Trust (NCCMT).

Questions Contact the Chief Financial Officer with any questions.

APPROVAL AND UPDATE HISTORY:

Approval
Supersedes



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 13, 2025

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 and also to clarify language. The certification policy is recommended for removal. All policies with material changes have been discussed with and reviewed by the GARAA Attorney.

ISSUES

Staff is recommending that the current Human Resources 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 Human Resources Policies and Procedures.

FISCAL IMPACT

There is no direct fiscal impact to the Authority.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the attached amended Human Resources Policies and Procedures; and (2) authorize the President & CEO to implement the necessary documents.

Attachment

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY



HUMAN RESOURCES POLICIES AND PROCEDURES

Last Updated: 7/1/2024

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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.

Statement of Policy ~~METHOD OF OPERATION~~

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. The Authority has adopted a Drug-Free Workplace Program in accordance with applicable Federal regulations and in alignment with best practices to ensure a safe and productive work environment for all employees. It is a condition of employment with the Authority for an employee to refrain from reporting to work or working with the presence of illegal drugs or alcohol in their body. In addition to possible disciplinary procedures and termination as a result of any violation of this Drug-Free Workplace Program, an employee who violates this policy may also impact their eligibility for benefits under the Workers' Compensation Act.~~

METHOD OF OPERATION

Directives Overview

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or illegal drug use in the workplace. This policy applies to all employees and all applicants for employment with the Authority. The Department of Administration ~~department & Human Resources~~ 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 who are taking prescriptions drugs should bring them to work in the container with the label prepared by a licensed pharmacist, including any safety warnings.

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, Standardized 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.
- A copy of this Drug-Free Workplace Policy is issued and signed 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.
- 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. Employees who hold safety sensitive positions or who have prior policy violations may be required to document their progress in prescribed treatment and/or be subject to follow-up testing requirements.~~ 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.~~

Definitions Statement of Policy

- **Reasonable Suspicion:** Observable behavior or signs that indicate possible drug or alcohol use, including but not limited to physical symptoms, abnormal conduct, or evidence of drug paraphernalia.
- **Safety-Sensitive Position:** A job where impairment could directly affect the safety of the employee or others, such as operating machinery or driving.
- **Initial Rapid Test:** Serves as a screening tool to identify whether a sample contains any substances of concern above the established threshold. Typically conducted using a rapid and cost-effective method.
- **Confirmation Test:** A confirmation test is a second analytical procedure run on a sample that was positive on the initial test. The confirmation test is used to verify the accuracy of a positive result from the initial test.
- **Chain of Custody:** The process of sample handling, from collection through testing, ensuring no tampering or contamination.
- **Medical Authority** - The person or entity responsible for sampling, reviewing, and interpreting laboratory test results.
- **Fitness for Duty:** An employee's ability to perform the essential functions of their job effectively and safely, without posing a risk to themselves, others, or the workplace.

~~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 each of the following:

- 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.~~ Employees' persons and belongings, offices, desks, lockers, Authority vehicles, privately-owned vehicles on Authority property, and work sites are subject to searches by management for illegal drugs or other evidence of violations of this policy. Individuals may be requested to display personal property for visual inspection upon management request. Refusal to consent to search or to display personal property for visual inspection upon management request may be cause for immediate discharge

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~~their 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 or designee 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 ~~contender~~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

Results of an employee's test under this policy shall be transmitted to the appropriate management official. Such results will be disseminated only on a need-to-know basis.

~~All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Authority through a drugs substance abuse testing program will be kept is 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, but may be released only by the voluntary written consent of the person tested.~~

~~Information on drug test results shall not be released or used used or received in evidence, or disclosed in any ~~criminal~~ civil or administrative 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 the information is relevant to a defense in a civil administrative matter the employer's defense, e.g., a workers' compensation hearing.~~

Drug test results and substance abuse documents will be maintained in a separate, locked, confidential file aside from the personnel files.

Types of Testing

The Authority retains the right to require the following test(s):

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. All applicants must pass a drug test as a condition of employment.~~ 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~~effect 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~~the applicant 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 or designee 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 when necessary:

1. **Reasonable suspicion** - Employees are subject to testing based on observations by the a supervisor, department head and/or supervisor or other employee ~~of for drug or alcohol abuse;~~violations of this policy 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:~~

~~e.b. Evidence that an employee has tampered with a drug test during employment.~~

~~d.c. 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. **Post -accident testing** – Employees may be subject to testing after any workplace accident or work-related injury when intoxication could have affected the outcome of the accident and medical treatment is necessary or when damage to Authority property expected to be greater than \$5000 occurs. In any of these instances, the investigation and subsequent testing should take place as soon as reasonably possible following the accident.~~

~~2.3. **Follow-up testing** on a quarterly, semi-annually or annually for up to two (2) years after an employee enters a drug– Employees who are completing rehabilitation program or a second chance agreement are subject to follow-up testing.~~

~~4. 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. Random Testing. Employees may be tested from time to time on a random basis without notice during working hours. Each random selection will be made from all Authority management and its employees without discrimination. Random selections will be made by a lottery method. A number will be assigned to each individual to ensure the integrity of the selection.~~

~~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.~~

Refusal to Test

Employees who are directed to submit to a drug or alcohol test and refuse to do so are in violation of this policy and may be subject to discipline

including possible termination. Likewise, if test results are confirmed positive, the employee may face disciplinary actions up to and including termination. Employees are prohibited from refusing to provide an adequate test sample or specimen without a valid medical reason, failing to cooperate during collection or testing, or neglecting to report promptly to the collection site without legitimate cause. Additionally, employees may not provide an altered, adulterated, diluted, or substituted sample, or use any device or substance to interfere with or attempt to interfere with the testing process. Failure to comply with these requirements may result in disciplinary action, up to and including termination.

Sample Collection Procedure

After the Authority determines that an employee should be tested, the employee will be escorted to a collection site. Alternatively, a certified collector from an authorized agency may come onsite to administer the sample collection.

Confirmation of On-Site Drug Test Testing Procedure

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:

1) Notification of Testing:

- a) The VP of Administration & HR, or designee must be notified before any employee is tested for any reason.
- b) The employee is informed by the supervisor or a member of management that an on-site sample collection is being scheduled and the reason for the test.
- c) If the employee refuses to be tested, the employee will be considered to have violated this Policy.

2) Scheduling of Testing:

- a) After consulting with the VP of Administration & HR or designee, the supervisor will contact the appropriate clinic to schedule the on-site sample collection.
- b) The clinic will need to know:
 - i) The Greater Asheville Regional Airport Authority should be billed for the sample collection.
 - ii) The reason for the sample collection (pre-employment, reasonable suspicion, post-accident, or follow-up test).
 - iii) The type of test (drug or alcohol test).

3) Onsite Location for Testing:

- a) Once the medical authority from the clinic arrives, they will coordinate with the employee's supervisor to determine a private location for the sample collection.
- b) The supervisor will coordinate with the VP of Administration & HR or designee regarding any questions that arise prior to, during or following testing.

4) Result Processing and Follow-up:

- a) The medical authority will test and collect the sample on-site for initial rapid results.
- b) The medical authority will share initial rapid results with the VP of Administration & HR or designee and the employee (typically within 24 business hours).
- c) The medical authority will then securely transport the sample to a lab for confirmatory testing.
- d) Confirmation test results are shared with the VP of Administration & HR or designee once results are verified. This usually takes several business days.
- e) The VP of Administration & HR or designee will share the results of the test with the employee and any Authority leadership who may need to be made aware of the results.

Challenge of Positive Off-Site Drug Test Testing Procedure

An applicant or employee who receives a positive confirmed test result may challenge 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 to 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.

1) Notification of Testing:

- a) The VP of Administration & HR, or designee must be notified before any employee is tested for any reason.
- b) The employee is informed by the supervisor or a member of management that an off-site sample collection is being scheduled and the reason for the test (reasonable suspicion, post-accident, or follow-up).
- c) If the employee refuses to be tested, the employee will be considered to have violated this Policy.

2) Scheduling of Testing:

- a) After consulting with the VP of Administration & HR or designee, the supervisor will coordinate for the employee to be transported to the appropriate clinic for testing.
- b) The testing clinic will need to know:

- i) The Greater Asheville Regional Airport Authority should be billed for the sample collection.
- ii) The reason for the sample collection (pre-employment, reasonable suspicion, post-accident, or follow-up test).
- iii) The type of test (drug or alcohol test).

3) Employee Travel to Testing Clinic:

- a) Employees are expected to report to the testing clinic on time and present valid identification upon arrival.
- b) If applicable, transportation may be arranged by the supervisor to ensure timely and secure arrival.

4) Result Processing and Follow-up:

- a) The medical authority will test and collect the sample on-site for initial rapid results.
- b) The medical authority will share initial rapid results with the employee (typically within 24 business hours).
- c) The medical authority will not share initial rapid results with the employer. The employee may voluntarily share their initial rapid results with any Authority leadership who may need to be made aware of the results for employment purposes. These results must be in writing on paperwork from the medical authority. If the employee does not voluntarily share their initial rapid results, the Authority will treat the initial rapid result as a positive.
- d) The medical authority will send the sample to a lab for confirmatory testing. Lab confirmed test results may take several business days to process.
- e) Confirmation test results are shared with the VP of Administration & HR or designee.
- f) The VP of Administration & HR or designee will confidentially share the results of the test with the employee and any Authority leadership who may need to be made aware of the results for employment purposes.

**Disciplinary
Action Test Results
and Next Steps**

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

- ~~a.—To prevent the employee 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--~~**Drug and/or Alcohol Test Results**
~~Employees will be paid for time spent in alcohol and/or drug testing.~~

Initial Rapid Test Result (typically within 24 business hours)

An employee who tests negative for drugs or alcohol on the initial rapid test may be permitted to continue their shift provided the employee's immediate supervisor, Department VP, member of the Executive team and/or Human Resources have no other objections. The initial sample will still be sent for lab confirmation testing.

An employee who tests positive for drugs or alcohol on the initial rapid test or does not share their rapid test results will be placed on leave without pay pending lab confirmation test results. If the confirmation test results are negative, the employee will be returned to work and will receive back pay for the time spent on unpaid leave while waiting for test results.

Lab Confirmed Test Result (may take a few days)

A lab will perform confirmatory testing on the sample collected. The VP of Administration & HR or designee. This proof will be reviewed by will confidentially share the results of the test with the employee and any Authority leadership who may need to be made aware of the Authority designated Medical Review Officer results for employment purposes.

If a rapid test is not conducted, the employee will be placed on paid leave until the results of the lab confirmed test are available. Should the results prove to be positive, the wages paid during the paid leave will be considered to be advanced pay and will be deducted from the ~~final~~next available paycheck.

When no initial test is available, while the employee is awaiting test results, the President & CEO, or designee as part of a fitness for duty medical examination prior, may choose to return the employee being reinstated to paid work status: before receiving

lab-confirmed test results if the initial investigation indicates that drug or alcohol impairment was unlikely.

If an employee tests positive for drugs or alcohol on the lab confirmed test, please see section below labeled “Disciplinary Action” for next steps.

Confirmation of Drug Test

All confirmation testing will be performed by an independent and reputable laboratory or health care provider that has been certified by the National Institute on Drug Abuse as qualified to perform drug testing under federal workplace testing programs. Reasonable measures will be taken to ensure privacy during administration of the test. All positive test results will be subject to confirmation testing by the laboratory or health care provider which conducted the original screening and verification by a qualified Medical Review Officer. Such confirmation testing and verification will be accomplished using the original test sample, and not by retesting the employee or applicant. A portion of all test samples that produce confirmed positive results will be preserved by the testing laboratory for at least 90 days from the date the test results are mailed or otherwise delivered to the Authority.

Employee Right to Consult the Lab About Test Results

The employee has the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication, and the possible effect 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, they must report the use of the medication to the drug testing laboratory. This may be done confidentially, whether before or after the drug test.

Challenge of Positive Drug Test

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

Additionally, employees or applicants who receive a confirmed positive test as verified by a Medical Review Officer may request in writing that the original sample be retested by the same or another approved laboratory. Such a request must be made during the 90-day period that the original sample is retained. Employees must specify to which approved laboratory the sample is to be sent. Employees will incur all reasonable expenses related to any request for retesting, including expenses for chain of custody procedures, shipping, and retesting of the positive sample..

Disciplinary Action

Employees who violate this policy, including but not limited to having a positive test result, will be subject to disciplinary action, up to and

including termination of employment. The Authority encourages employees with drug or alcohol problems to seek counseling before their problems lead to a violation of this or other Authority policies.

Questions

Employees with questions about what is covered under the Drug-Free Workplace policy or any other questions concerning drug testing are encouraged to consult with the VP-Administration & HR.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes July 1, 2022, October 6, 2017, October 10, 2014, March 13, 2009 & April 19, 2004



**PRE-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~~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~~)the medical authority 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-Free Workplace~~ Policy and have had the Drug Free Workplace Program/Policy explained to me.

I agree to comply with the policy and consent to drug and/or alcohol testing in the future if I violate the policy or if the employer has reasonable cause or requires such testing.

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
complaint**

Complaints shall be filed in writing as soon as possible from the date giving rise to the complaint, be signed by the complainant, and contain a clear concise statement of 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 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. 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:

Approval July 1, 2022

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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.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

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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	<p>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.</p> <p>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.</p> <p>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.</p>
Use of Leave Time	<p>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.</p> <p>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.</p> <p>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.</p>

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 Agencies; Members of Boards	<p>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.</p> <p>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.</p>
	<p>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.</p>
Discipline	<p>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.</p> <p>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.</p>

APPROVAL AND UPDATE HISTORY:

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

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:

Approval July 1, 2022

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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	<p>The change will be effective the first pay period following the approving action.</p> <p>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.</p> <p>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.</p>

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

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Wage and Pay Structure

OBJECTIVE

The Greater Asheville Regional Airport Authority (~~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.

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 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 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 most recent date of employment. In the event there is a break in service, the 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 until the employment relationship ends. The Authority has the right to discontinue the benefit at any time.

Pay Upon Promotion

Upon promotion, a fully qualified employee shall have 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 will not receive a merit increase if the promotion is within ~~3 months~~ 4 months of the end of the Fiscal year. For more details, see Promotion & Demotion Policy #214.01.

Upon promotion to a trainee, an employee shall have their salary adjusted to a rate below the minimum of the classification 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 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 non-exempt positions only.

Overtime work will be performed only with prior approval of the responsible supervisor and/or department head, 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. 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 worksite for a Call Back situation, outside their regularly scheduled hours, shall be paid a minimum of two (2) hours from the time they arrive on site.

**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 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 may authorize pay in lieu of notice to an employee 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 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 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 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. If no beneficiary has been designated, payment may be made in accordance with North Carolina Law.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2024~~

Supersedes ~~July 1, 2024~~, 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~~ introductory period.

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 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.

~~Simply reclassifying an existing position to a higher pay grade is not considered a promotion. See Classification Plan Policy #210.00.~~

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~~they are employed. A demotion may be used within the disciplinary process.

Simply reclassifying an existing position to a lower pay grade is not considered a demotion. See Classification Plan Policy #210.00

APPROVAL AND UPDATE HISTORY:

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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 ~~casual~~ 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-business casual Dress-dress Code-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 causal 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 casual 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.

Employees whose appearance does not meet these standards will be counseled by their department head or supervisor. If their 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.

Questions concerning this policy or what is or is not appropriate should be addressed with the VP - Administration & HR. ~~Employees whose appearance does 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 July 1, 2022, 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

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.

Annual leave is not earned until completion of the 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 introductory period shall not be eligible for payment of used or unused annual leave.

Employees on any type of unpaid leave shall not accrue annual leave until they return to a pay status.

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 the Authority determines that the organization prevented the employee from utilizing such leave. If the Authority has prevented the employee from utilizing such leave, any excess above the applicable maximum hours shall be paid during the first pay period of the new calendar year. 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.

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 Employee Time & Attendance Portal, which will be submitted to the department head for approval.

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

Vacations 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, once per 12-month period, to be paid for 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. Payment will be issued on the next available pay cycle following the approval of the request.

APPROVAL AND UPDATE HISTORY:

Approval 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

INTRODUCTORY PERIOD – REQUEST FOR USED LEAVE TO BE PAID

EMPLOYEE COMPLETES:

Employee Name: _____

I have successfully completed my introductory period and am requesting payment of the below hours. I received Executive approval to use the below hours and these hours were used during my introductory period. If this request is approved, I understand that these hours will be paid on the next available pay date. I also understand that my leave accrual will be reduced by the below amount of leave hours in the below designated leave category.

Number of hours used: _____

Date leave was used: _____

Type of leave used: ☐ Float Holiday ☐ Annual Leave ☐ Sick Leave
☐ Other: _____
(please specify leave type)

Employee Signature

Date

SUPERVISOR COMPLETES:

- ☐ The above employee used the leave indicated above during their introductory period.
- ☐ The President & CEO/designee approved the usage of the above leave during the employee's introductory period.
- ☐ The above employee has completed their introductory period.

Supervisor's Name (please print)

Supervisor's Signature

Date

SUPERVISOR - GIVE COPIES TO HR & PAYROLL FOR PROCESSING:

- ☐ Copy to Human Resources for employee file
- ☐ Copy to Payroll Administrator for payment.

Date Hours Were Paid: _____

Sick Leave

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

General All full-time employees shall be entitled to earn sick leave.

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

Sick leave once earned, may be carried forward from year to year and accumulated with no limit.

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 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 During Introductory Period Sick leave is not earned until completion of the introductory period, and cannot be 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, 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, sibling,

stepparent, stepchild, grandparent, or grandchild of the employee or their spouse, parents-in-law, siblings-in-law, or children-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 illness or injury requiring the employee to be absent for three or more consecutive days or when otherwise requested by the Authority. Also, employees with questions regarding eligibility for FMLA under section 206.00 should contact the VP - Administration & HR 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.
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APPROVAL AND UPDATE HISTORY:

Approval	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**

Eligibility Full-time employees in active pay status are eligible for bereavement leave.

Directives Full-time Employee's-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 bereavement time leave for the death of a parent, spouse, child, brother, sister sibling, stepfather, stepmother parent, stepson, stepdaughter child, 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, or daughter-in-law.
- Up to 8 hours of scheduled work bereavement time leave for the death of any other relative not included above.
- Up to four 4 hours of scheduled work time bereavement leave 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 October 10, 2014, 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 24-hour rotating shift. DPS employees who are regularly scheduled to work a 24-hour 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.

General All eligible full-time employees will receive eight (8) hours of holiday pay for each observed holiday. Full-time, non-exempt employees who are required to work the observed holiday, will be paid 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 observed holiday, 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.

Eligible 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 observed holidays, an employee must

be in a paid employment status 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.

Holidays	New Year’s Day	January 1
	Martin Luther King’s Day	Third Monday in January
	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
	Day After Christmas	December 26
	Float Holiday	For details, see Section 215.071

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2024~~
Supersedes ~~July 1, 2024~~, 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 [24-hour](#) rotating shift. DPS employees who are regularly scheduled to work a [24-hour](#) 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 [January 1, 2025](#)

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

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

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

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 **24-hour** rotating shift.

Full-time, Eligible DPS Employees Full-time, eligible DPS 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 215.071.

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

Part-Time Eligible DPS Employees Part-time, eligible DPS employees shall be granted 24 hours of time off during the calendar year in lieu of Holiday Pay and Floating Holiday Pay as outlined under Section 215.07 and 215.071.

PTO shall accrue at the beginning of each month at the rate of two (2) hours per month.

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.

Use of Paid Time Off The department head shall approve PTO at the mutual convenience of the department and the employee. PTO should not compromise the operational needs of the Airport.

PTO may not be used until after satisfactory completion of the introductory period, 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, 2024~~

Supersedes ~~July 1, 2024~~, 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 non-exempt employees.
METHOD OF OPERATION

Eligible Employees Eligible employees include:

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

Non DPS Part-Time, Non-Exempt Employees Part-Time, 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 shall accrue at a rate of four (4) hours per month. Accrued PTO must be taken no later than 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.

Use of Paid Time Off The department head shall approve PTO at the mutual convenience of the department and the employee. PTO should not compromise the operational needs of the Airport.

PTO may not be used until after satisfactory completion of the introductory period, 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:

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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

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~~their 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~~their 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 departmental~~alternate work schedules will be sent to the ~~Chief Operating Officer~~employee's Executive leader and President & CEO.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~

Supersedes ~~July 1, 2022,~~ 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:

Approval July 1, 2022

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

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:

Approval	July 1, 2022
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 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.

Courses recognized for educational assistance are:

Job Improvement Courses Courses directly related to the employee's assignment that improve skill, knowledge, and ability of the employee in job performance, and increase the potential for promotion through more advanced techniques. (For example, if an electrician working on signal devices pursues a course in electronics, such a course provides advanced knowledge and training in job performance and makes the employee eligible for promotional consideration.)

Self-Improvement Courses designated for self-improvement and increased general knowledge, which may have no direct relationship to the employee's current assignment, are recognized as approved courses when:

- A. Courses are required for a college degree, certification program, or state certification;
- B. Courses would enhance the employee's qualification for any other position within the Authority, and/or make the employee eligible for promotional consideration.

Eligibility to Participate All full-time employees who have successfully completed their introductory period are eligible to participate in the program.

An employee must be in an active pay status and have satisfactory job performance to participate.

In-Service Training Courses All Authority employees are eligible to participate in managerial and supervisory courses.

Ineligible for Reimbursement Courses that will not be considered for educational reimbursement include training courses, seminars, workshops, and conferences. These types of educational

activities are funded through the travel and training budget. Employees interested in attending such courses should contact their supervisor for availability of funds and attendance.

Fees for application, laboratory, registration, taxes and similar costs are not reimbursable.

**Application
Procedure**

The employee desiring to participate in the Authority Educational Reimbursement Program must submit a letter requesting program participation to the 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 staff. This policy outlines specific benefits established for each exempt employee, broken out by Salary Levels.

Definitions **Salary Levels 25 and higher:** The President & CEO and other senior management staff.
Salary Levels 17-24: Exempt personnel.
Salary Levels 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 25 and higher	40 hours/year
Salary Levels 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 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 Department 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, 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:

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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.

Eligibility

Employees who were hired on June 30, 2011, or before, and who 1) have been continuously employed since that time, 2) have been covered by the Authority's Group Medical Plan for the 3 years immediately preceding retirement, and 3) are eligible to retire under the North Carolina Local Government Employee's Retirement System (LGERS) , and 4) begin receiving retirement benefits under LGERS ~~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. Dental, vision, disability, and other group benefits are not covered under this policy.

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~~from 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.

Once the retiree reaches Medicare eligibility (currently age 65), this benefit will end for the retiree and covered dependents. Covered dependents who are not yet Medicare eligible, will become COBRA-eligible.

Questions Questions about this policy can be directed to the VP - Administration & HR.

APPROVAL AND UPDATE HISTORY:

Approval ~~July 1, 2022~~

Supersedes ~~July 1, 2022~~, October 1, 2014, Effective November 1, 2014, March 11, 2011,
March 13, 2009, April 19, 2004

Employee Retirement Gifts

OBJECTIVE The Greater Asheville Regional Airport Authority (~~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

Eligibility and Years of Service Calculation ~~Eligible fulltime employees are those who 1) actually retire, as opposed to quit, 2) are in good standing with the authority, 3) have a minimum of five years of continuous service with the Authority, and 4) are eligible to retire and planning to draw benefits from the North Carolina Local Government Employee Retirement System (LGERS).~~

~~For the sake of this policy, service is calculated from the most recent date of employment. In the event there is a break in service, the most recent date of employment will be used to calculate years of service.~~

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 continuous 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~~their 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.

Taxes Retirement gifts are subject to taxation per IRS guidelines.

Inquiries Any inquiries should be directed to the VP - Administration & HR.

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Approval ~~July 1, 2022~~

Supersedes ~~July 1, 2022~~, 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Employee Disagreement with Evaluation	<p>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.</p>

APPROVAL AND UPDATE HISTORY:

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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-five + 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.

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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 and including termination). Always ensure that the investigation is thorough, and that the final outcome is based upon facts and not perception, hearsay, or speculation. Be sure to give the employee who has been accused of wrongdoing an opportunity to tell his or her side of the situation. Be sure to 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.
- Pattern of misrepresenting hours worked or falsifying timesheets.
- 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~~ Free Workplace Policy #203.00.
- 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

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 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	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.	
		_____ Date _____ Employee Receiving Discipline Notice	
		_____ Date _____ Manager/Dept Head Conducting Discipline Session	



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: _____
Employee Signature

ON: _____
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: _____
Employee Signature

ON: _____
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: _____
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

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: _____
Employee Signature

ON: _____
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: _____ 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

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

~~Employment Termination Process~~Separation of Employment

OBJECTIVE To ensure that employee terminations, including voluntary (resignations) and involuntary terminations and terminations due to the death of an employee, are handled in a professional manner with minimal disruption to the workplace. 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 At-Will Employment~~ Employment with the Greater Asheville Regional Airport Authority (Authority) is voluntary and subject to termination by the employee or the Authority at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of the Authority employees.

~~Voluntary Termination (Resignation)~~ A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including an intent to retire, to their supervisor or when an employee is absent from work for three consecutive workdays and fails to contact their supervisor (job abandonment).

Procedures

1. To resign in good standing, employees should provide a minimum of two weeks' written notice of their intention to separate employment to their supervisor. The employee should not take leave during this notice period without permission from their immediate supervisor and department head.
2. Upon receipt of an employee's resignation, the supervisor will notify the VP - Administration & HR, or designee, by sending a copy of the resignation letter and any other pertinent information (e.g., employee's reason for leaving, last day of work).
3. The VP - Administration & HR, or designee, will coordinate the employee's departure from the Authority. This process will include the employee's returning all Authority-issued property, a review of the

employee's post-termination benefits status, and the employee's completion of an exit interview.

Employees who resign in good standing shall receive payment for all accrued and unused annual leave, and sick leave credit (see annual leave and sick leave policies for details).

~~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.~~

Involuntary Termination

An involuntary termination of employment, including a layoff of over 30 days, is a management-initiated dismissal with or without cause.

Procedures

- ~~1. Before any action is taken to involuntarily discharge an employee, the employee's supervisor and/or department head must~~ Prior to termination of any employee, the employing supervisor and/or department head should ensure the Discipline appropriate disciplinary Process process has been followed, and approvals have been obtained, per Section 219.00 of the Human Resources Policy and Procedures.
- ~~2. The employee should sign the Discipline Notice Form to acknowledge the termination has occurred,; he or she The employee~~ should be given a copy of the Discipline Notice Form only if ~~he or she they~~ signed it.
- ~~3. The supervisor and/or department head should ensure that all Authority-issued property is returned.~~

Death of an Employee

A termination due to the death of an employee will be made effective as of the date of death.

Procedures

1. Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify the Department VP, the VP – Administration & HR, and the Executive team.
2. The VP – Administration & HR, or designee, will coordinate with benefits carriers to facilitate the processing of all appropriate beneficiary payments from the various benefits plans.
3. The employee's supervisor should ensure that the Finance team receives the deceased employee's timecard for processing the final payroll.

Final Pay An employee who resigns without proper notice, in lieu of termination, or who is involuntarily terminated will be paid through the last day of work, plus any accrued and unused annual leave time (see annual leave and sick leave policies for details), less outstanding loans, advances or other agreements the employee may have with the Authority, in compliance with state laws. The employee will forfeit sick leave credit.

In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate or as otherwise required under state law.

Employee Insurance benefits deductions An employee will be required to pay their share of insurance premiums until the policy ends (typically last day worked or end of month – see benefits guide or Human Resources for additional details). Information about COBRA continuation coverage will be provided to the separating employee.

Return of Property Employees must return all Authority-issued property at the time of separation, including uniforms, cellphones, keys, laptops, weapons, security identification cards, etc. Failure to return some items may result in the employee owing the Authority for the cost of the property and/or deductions from the employee's final paycheck.

An employee may be required to sign a wage deduction authorization to deduct the costs of such items from the final paycheck. In some circumstances, The Authority may pursue criminal charges for failure to return company property.

Eligibility for Rehire Employees who leave the Authority in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum qualifications and requirements of the position, including any required qualifying exam. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law.

Employees who are involuntarily terminated by the Authority, resign in lieu of termination, resign without providing adequate notice or abandon their job are ineligible for rehire.

APPROVAL AND UPDATE HISTORY:

Approval July 1, 2022

Supersedes July 1, 2022, 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: Christina Madsen, Vice President – Business Development & Properties

DATE: June 13, 2025

ITEM DESCRIPTION – Consent Item E

Approval of Sewer Easement with Sergio and Autumn Mendez

BACKGROUND

The Authority owns the property along Pinner Road, adjacent to property owned by Sergio and Autumn Mendez ("Mendez's"). The Mendez's are requesting a permanent sewer line easement across the Authority property. In addition, the Mendez's are requesting two temporary construction easements to conduct the work. Staff worked with the Mendez's to provide the necessary easement, that may be transferred to the City of Asheville. Since this easement is for a private entity, the Authority is required, by Federal Aviation Administration regulations, to charge a monetary value of at least fair market value for the land and/or easement. The size of the permanent easement is approximately 952 square feet, and the temporary construction easements are approximately 711 square feet.

ISSUES

None

ALTERNATIVES

The Board could deny the request for this easement.

FISCAL IMPACT

Based on recent appraisals for other properties in the general vicinity, staff has determined that \$2,500 is a reasonable fee based on the small size of the easement property. The Mendez's will be required to pay this fee prior to execution of the documents.

Consent – Item E



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve a sale of easement, as described above, to Sergio and Autumn Mendez for the total amount of \$2,500.00 and; (2) authorize the President & CEO to execute the necessary documents.

Attachment

NO TITLE EXAMINATION PERFORMED BY PREPARER

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

SEWER LINE EASEMENT AGREEMENT

This **Sewer Line Easement Agreement** is dated this the ____ day of _____, 2025 by and between, **Greater Asheville Regional Airport Authority**, *a body corporate and politic in the State of North Carolina* (hereinafter "GRANTOR", and **Sergio Mendez, Jr.**, and **Autumn Mendez** (f/k/a Autumn Riddles), *married to each other* (hereinafter "Grantee") (the designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context).

WITNESSETH:

WHEREAS, GARAA possesses a fee simple determinable estate in that real property described in that Deed dated April 25, 2017, recorded in Book 5565 at Page 1196, Buncombe County Registry, a portion of which real property includes that area shown as "Tract D" on that Plat recorded in Plat Book 42 at Page 132, Buncombe County Registry ("Grantor Property"); and

WHEREAS the City of Asheville possesses a possibility of reverter in the Grantor Property by virtue of that Special Warranty Deed recorded in Book 5565 at Page 1196; and.

WHEREAS, Grantee is the owner of Tract A, Tract B, and Tract C as the same are shown on that Plat recorded in Plat Book 235 at Page 69, which tracts are also described in that Deed dated May 6, 2016, recorded in Book 5423 at Page 1533, Buncombe County Registry (hereinafter "Mendez Property"); and

WHEREAS, Grantee has requested that the Grantor grant and convey to the Grantee two temporary construction easements and a permanent easement over, upon, across, under and through a portion of the property of the Grantor for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sewer lines and accessories and the Grantor has agreed to do so; and

NOW THEREFORE, the Grantor, for valuable consideration from Grantee to Grantor, the receipt and sufficiency of \$2,500, the Grantor hereby grants, dedicates and conveys unto the Grantee its successor successors and assigns, the temporary and permanent right, privilege and easement to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and accessories over, upon, across, under and through the above-referenced property of the Grantor, said temporary construction easements and permanent easement being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of access to and egress from said permanent easement, said permanent easement being more particularly described as follows:

BEGINNING at a calculated point located in the northern boundary of that 1.18-acre tract as shown on that plat recorded in Plat Book 247 at Page 100, Buncombe County Registry, said calculated point being South 83° 25' 16" East 214.48 feet from an axle found with NC Grid Coordinates N: 637845.63 and E: 941273.79, and from the Beginning Point thus established, leaving the northern boundary of said 1.18-acre tract North 38° 28' 23" East 41.25 feet; thence North 76° 57' 58" East 32.13 feet; thence South 38° 28' 23" West 53.92 feet to a point in the northern boundary of the aforementioned 1.18-acre tract; thence with said northern boundary North 83° 28' 55" West 23.57 feet to the place and point of beginning.

Said Permanent Easement consisting of 952 square feet (0.022-acre), more or less.

TEMPORARY CONSTRUCTION EASEMENTS: Two (2) temporary construction easements for the purposes of excavation, digging ditches, storing dirt, supplies and materials, moving and using equipment and generally carrying out the completion of the installation of said sanitary sewer lines and accessories, and for the purposes of inspecting and performing appropriate tests within said temporary construction easements, including but not limited to, archaeological and environmental studies, together with the full right of access to and egress from said temporary construction easements for all purposes in connection with said construction and installation, it being understood that this right of use as set out in this paragraph shall terminate 90 days following recording of this instrument. Grantee shall pay for the costs of constructing the Temporary Construction Easement. During construction, Grantee shall use efforts to maintain horizontal and lateral terranean and subterranean support and control of stormwater so as to mitigate and prevent any harm or damage to any adjoining Grantor owned property. The materials used for construction for the Temporary Construction Easements shall be pre-approved by Grantor prior to construction commencing and occurring. Any improvements located within the Temporary Construction Easement area shall be removed following termination of the Temporary Construction Easement as provided herein, unless in the sole and absolute discretion of the Authority, Authority determines the improvements may remain in place and become the property of the Authority without any cost or expense. Said temporary construction easements being more particularly described as follows:

Temporary Construction Easement 1:

BEGINNING at a calculated point located in the northern boundary of that 1.18-acre tract as shown on that plat recorded in Plat Book 247 at Page 100, Buncombe County Registry, said calculated point being same beginning point as the Permanent Easement, and from the Beginning Point thus established, leaving said northern boundary North 38° 28' 23" East 41.25 feet; thence South 76° 57' 58" West 12.05 feet; thence South 38° 28' 23" West 36.53 feet to a point in the northern boundary of the above-referenced 1.18-acre tract; thence with said northern boundary South 83° 28' 55" East 8.84 feet to the Beginning Point.

Temporary Construction Easement 2:

BEGINNING at a calculated point located in the northern boundary of that 1.18-acre tract as shown on that plat recorded in Plat Book 247 at Page 100, Buncombe County Registry, said calculated point being the same point as the terminus of the third course and distance of the Permanent Easement, above, and from the Beginning Point thus established, North 38° 28' 23" East 53.92 feet; thence North 76° 57' 58" East 12.05 feet; thence South 38° 28' 23" West 58.78 feet to a point in the northern boundary of the aforementioned 1.18-acre tract; thence with said northern boundary North 83° 28' 55" West 8.84 feet to the Beginning Point.

Said Temporary Construction Easements consisting of 711 square feet (0.016-acre), more or less.

Said Permanent Easement and Temporary Construction Easements being shown on the Sewer Line Location Drawing entitled "Pinner Road Sewer Extension," prepared by Fleming Engineering, Inc., dated August 19, 2024, recorded in Plat Book 247 at Page 100, Buncombe County Register of Deeds.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. That the Grantee shall have the right to clear the permanent easement and temporary construction easements described above and the right and the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement and temporary construction easements all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.
2. That the Grantor shall at all times, other than while the sewer lines are under actual construction, have the right to use said permanent easement and said temporary construction easements, in the same manner as has been heretofore done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Prohibited uses of the permanent easement by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easement by the Grantor shall not be allowed; the planting of trees within the permanent easement by the Grantor shall not be allowed. No ingress and egress to other portions of the GARAA property is allowed by the Grantee, no driveway or other access across GARAA property..
3. That the Grantee agrees to restore the topography of said easement areas after installation of the sewer lines and accessories to approximately the same condition as existed before said installation.
4. That the Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however, that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and accessories constructed within said permanent easement. Grantee, in future repairs or maintenance of said

sewer lines and accessories, shall be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work.

5. Grantor acknowledges and agrees that Grantee shall have the right to convey the Permanent Easement and Temporary Construction Easements described herein to the Metropolitan Sewerage District and Grantor hereby consents to any such conveyance with the exact same terms as original Easement.
6. The easement, covenants, terms and conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that the Grantor has good title to the Real Property and warrants Grantee's quiet enjoyment of the easement.

TO HAVE AND TO HOLD said temporary construction easements and said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of the day and year first above written.

[SEE SIGNATURE PAGE, ATTACHED]

SIGNATURE PAGE
TO
SEWER LINE EASEMENT AGREEMENT
(Grantor)

Greater Asheville Regional Airport Authority,
a body corporate and politic in the State of North Carolina

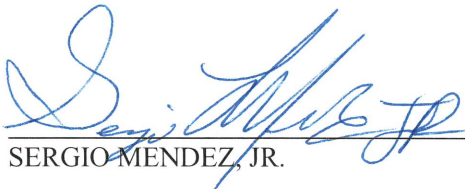
_____(SEAL)

By: _____

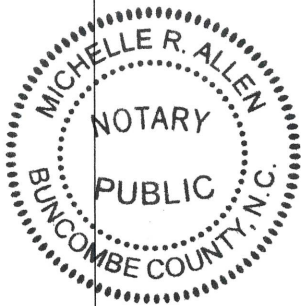
Title: _____

(SEAL)	<p>STATE OF _____, COUNTY OF _____.</p> <p>I the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that the following person(s) appeared before me this day and acknowledged that he/she/they is/are _____(title), of Greater Asheville Regional Airport Authority, a body corporate and politic in the State of North Carolina, and that he/she/they, being authorized to do so, executed the foregoing on behalf of said entity:</p> <p>_____(authorized signer).</p> <p>Witness my hand and official seal this _____day of _____, 20____.</p> <p>_____ Notary Signature</p> <p>My commission expires:</p>
--------	---

SIGNATURE PAGE
TO
SEWER LINE EASEMENT AGREEMENT
(Grantee)

 (SEAL)
SERGIO MENDEZ, JR.

____ (SEAL)
AUTUMN MENDEZ

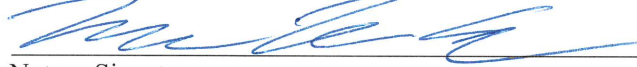


(SEAL)

STATE OF North Carolina, COUNTY OF Buncombe.

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that the following person(s) appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument:
Sergio Mendez, Jr.

Witness my hand and official seal this 30th day of May, 2025.



Notary Signature

My commission expires: 03/20/2027

(SEAL)

STATE OF _____, COUNTY OF _____.

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that the following person(s) appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument:
Autumn Mendez

Witness my hand and official seal this _____ day of _____, 20____.

Notary Signature

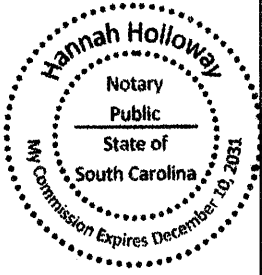
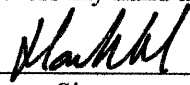
My commission expires:

SIGNATURE PAGE
TO
SEWER LINE EASEMENT AGREEMENT
(Grantee)

_____(SEAL)
SERGIO MENDEZ, JR.

_____(SEAL)
AUTUMN MENDEZ

(SEAL)	STATE OF _____, COUNTY OF _____ I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that the following person(s) appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument: Sergio Mendez, Jr. Witness my hand and official seal this _____ day of _____, 20____. _____ Notary Signature My commission expires:
--------	---

(SEAL) 	STATE OF <u>South Carolina</u> , COUNTY OF <u>York</u> I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that the following person(s) appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument: Autumn Mendez Witness my hand and official seal this <u>2nd</u> day of <u>June</u> , 20 <u>25</u>  _____ Notary Signature My commission expires: <u>12-10-2031</u>
---	---



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 13, 2025

ITEM DESCRIPTION – Consent Item F

Approval of Grant of Waterline Easement with City of Asheville for the Air Traffic Control Tower (ATCT)

BACKGROUND

The new ATCT Project scope of work includes the permanent installation of waterlines to serve the Tower and Base Building. Authority staff and the project team have worked with City of Asheville Water Department to install this service per the plans and specifications. This easement is solely for the portion of the Airport property that the new water service and meter is installed along the newly constructed Westfeldt Road and round-a-bout.

ISSUES

None.

ALTERNATIVES

None. The permanent water service to the site is a requirement to complete this project. This easement is required for the City of Asheville Water Department to provide that service.

FISCAL IMPACT

None.

Consent Item - F



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the grant of an Easement to the City of Asheville for the Air Traffic Control Tower waterline service; and (2) Authorize the President & CEO to execute the necessary documents.

**OWNER'S
CERTIFICATE OF COMPLETION**

TO: City of Asheville, Water Resources Department

FROM:

DATE:

RE: Certification of Completion

Name of Development: AVL Air Traffic Control Tower

Project No: WPFY-22-23-016

I, the undersigned, hereby certify:

1. That I am the owner/or authorized representative of the above referenced project.
2. That I hereby convey ownership of all water lines to the City of Asheville as called for on the "as built" drawings prepared by
AVCON, Inc.
(Name of Consulting Engineer)
3. The owner shall further warrant to the City that all fees and liens have been paid by the owner such that there is not outstanding indebtedness, remaining and holding the City harmless in each instance.
4. That I hereby convey all necessary easements for the water line to the City of Asheville as recorded with the Buncombe County Register of Deeds and as described in Plat Book _____ Page _____.

NAME (PRINT)

DATE

SIGNATURE

TITLE

PREPARED BY: Asheville City Attorney's Office

AFTER EASEMENT HAS BEEN RECORDED, PLEASE SEND ORIGINAL TO:
City of Asheville Water Department; P. O. Box 7148; Asheville, NC 28802.

Project Name: AVL Air Traffic Control Tower

Project No: WPFY-22-23-016

Project Location: Asheville Regional Airport

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

WATERLINE EASEMENT

THIS WATERLINE EASEMENT, made and entered into this _____ day
of _____, 20____, by and between Greater Asheville Regional Airport Authority,
a body corporate and politic in the State of North Carolina, herein "Grantor," and the City
of Asheville, a North Carolina Municipal Corporation, herein "Grantee." (The
designations Grantor and Grantee as used herein shall include said parties, their heirs,
successors and assigns and shall include singular, plural, masculine, feminine and neuter as
required by context).

W I T N E S S E T H:

WHEREAS, Grantor has constructed a _____ waterline, crossing the lands of
Grantor as described in Deed Book _____ Page _____ of the Buncombe County
Registry, and now wishes to convey said waterline to the Grantee; and

WHEREAS, as a condition of acceptance, Grantee desires a perpetual easement for
ingress, egress, and regress to said waterline for the purpose of constructing, laying, replacing,
enlarging and continuing general maintenance of said waterline; and

WHEREAS, the Grantor shall have the continuing right to cultivate and use the property
subject to the waterline easement, provided that said use in no way interferes with the ability of
said waterline to conduct water nor with the right of the Grantee, its successors and assigns to
construct and maintain said waterline as set forth below.

NOW, THEREFORE, for valuable consideration, the adequacy and sufficiency of which
is hereby acknowledged, the Grantor hereby grants, dedicates and conveys unto the Grantee, its
successors and assigns, a Waterline and Easement located as set forth below, said waterline
easement being more particularly described as follows:

Being all of the Waterline and Easement Area as set forth in Plat Book _____, at
Page _____, recorded in the Buncombe County Register of Deeds Office.

Further, Grantor hereby agrees and accepts all of the conditions required by Grantee as
part of this acceptance as shown on said plat, and as set forth below:

CONDITIONS

- A. The Grantee shall have the right to construct, operate, maintain, repair, enlarge, inspect and reconstruct within the permanent easement described above, waterlines for the transmission of water for public use, together with the right to do all things necessary or convenient thereto.
- B. The Grantee, its officers, agents and employees shall have the right to go to and from the permanent easement at all times across the Real Property by such route or routes as shall cause Grantor the least practicable inconvenience, as determined in Grantee's sole discretion, including the use of private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable to Grantee; provided such right of ingress, egress, and regress shall not extend to any portions of the Real Property which are separated from the permanent easement by any public road now or hereafter crossing the Real Property. Provided further, that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress, egress and regress to and from said permanent easement.
- C. The Grantee shall have the right to clear the permanent easement and keep the same cleared at all times, and to remove therefrom all buildings, structures, improvements, fixtures, brush, trees and other obstructions.
- D. The Grantee shall have the right to erect and maintain structures for access to the waterlines and for controlling water flowing through said waterlines and the right to install, operate and maintain other equipment necessary for transmitting water.
- E. The Grantor shall at all times, have the right to use said permanent easement for all purposes not inconsistent with the rights acquired hereto and use thereof by Grantee. Provided however, the Grantor shall not: (1) cause the waterline to be undermined in any way; (2) cause electric, telephone or television cable lines to be constructed within the permanent easement; (3) cause any buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on or within the permanent easement; or (4) cause Grantee's facilities or use of said permanent easement to be interfered with or endangered by Grantor, its heirs, successors and assigns.
- F. The Grantor hereby releases and forever discharges the Grantee, its successors and assigns, from any and all claims associated with Grantee's use of the permanent easement crossing the Real Property, said use to include all purposes for which the Grantee is authorized to utilize the easement contained therein and provided by law.
- G. The easement, covenants, terms and conditions contained herein are intended to and shall run with the Real Property and shall be binding on Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants Grantee's quiet enjoyment of the easement.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time periods set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto caused this waterline easement to be duly executed by its authorized officials on the day and year set forth below:

Greater Asheville Regional Airport Authority
(Grantor)

By: _____ (SEAL)
Name:
Title:

STATE OF: _____

COUNTY OF: _____

I, _____, a Notary Public for said County and State do hereby certify that
_____, of Greater Asheville Regional Airport Authority,
(Name)

a _____, personally appeared before me this day and
(Title)

executed the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this _____ day of _____, 20 _____

Notary Public: _____

Type or Print Name: _____

My Commission Expires: _____

NOTES

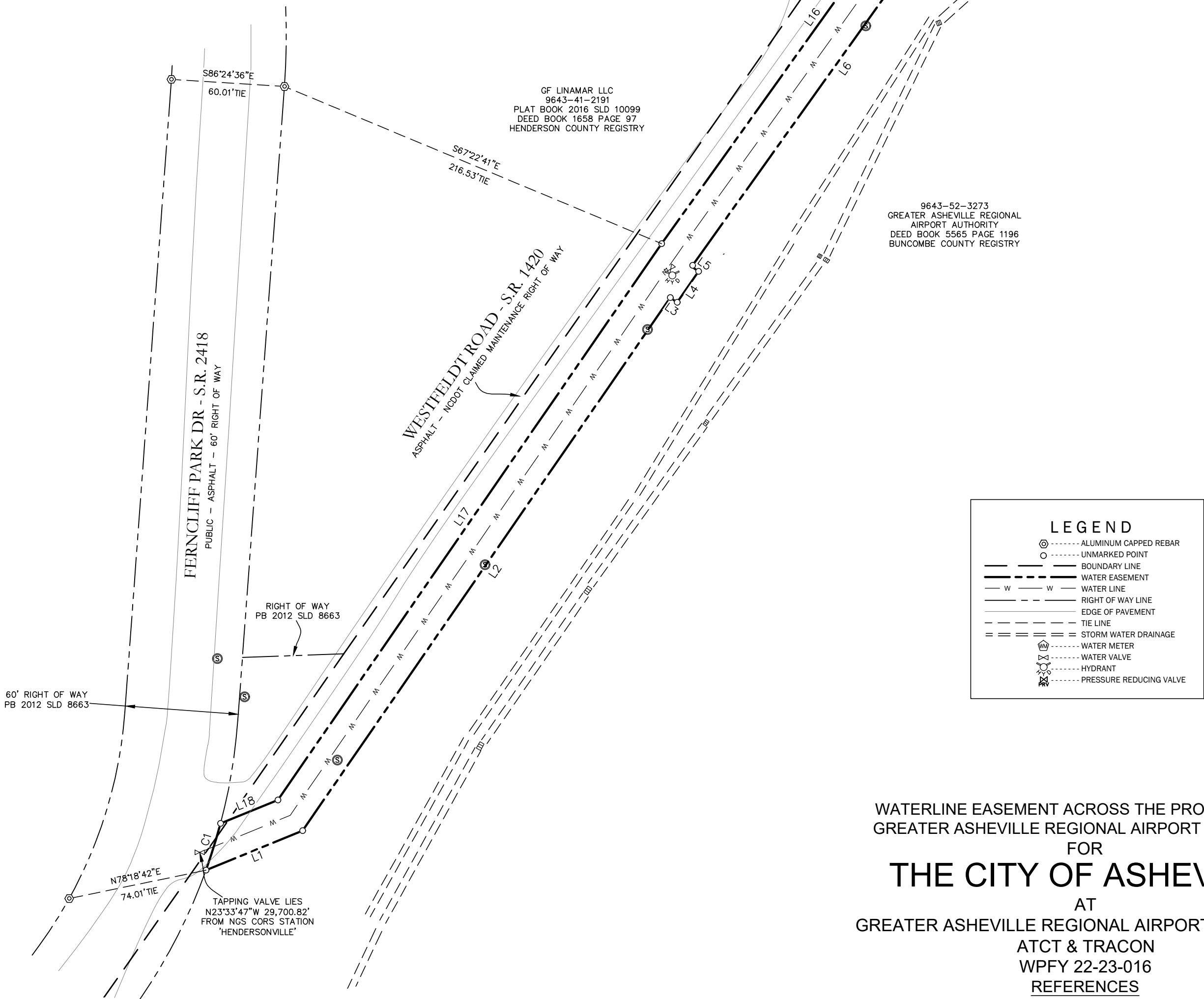
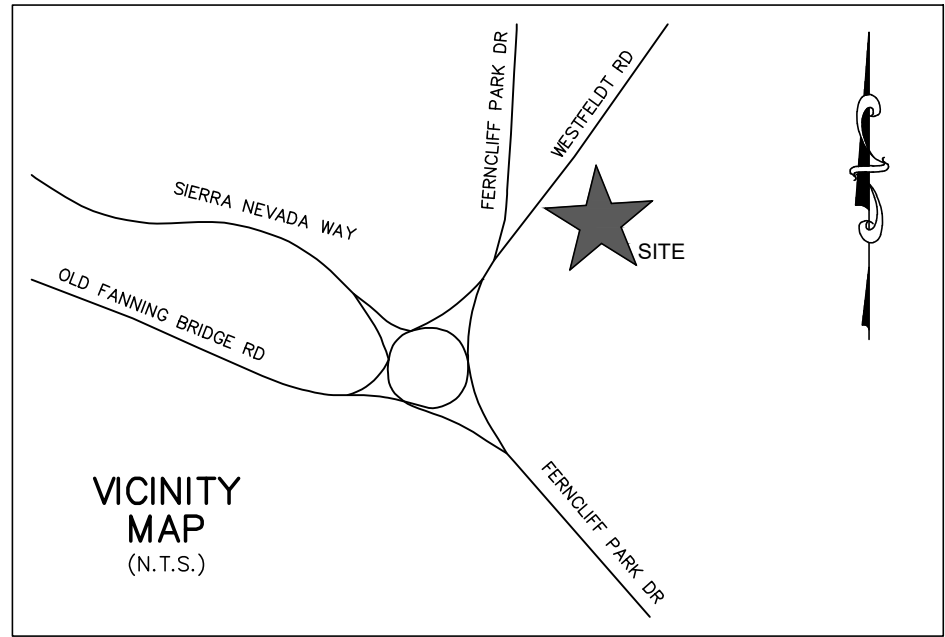
- * THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- * THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- * THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
- * ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE BUNCOMBE COUNTY GIS WEBSITE.
- * NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-632-4949 BEFORE DIGGING.
- * BASED ON GEOGRAPHICAL INFORMATION, THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 3700964300J, EFFECTIVE DATE JANUARY 6, 2010.
- * ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- * VERTICAL DATUM ESTABLISHED BY GPS BASED ON NAD 83.
- * THIS PROPERTY IS ZONED 'A'
- * AREA OF EASEMENT 15,953 SQ FT (0.37 AC)

PLAT INTENT STATEMENT:

THE INTENT OF THIS PLAT IS TO CONVEY A TWENTY (20) FOOT WIDE WATERLINE EASEMENT, TEN (10) FEET EACH SIDE OF THE EXISTING LINES AND STRUCTURES, TO THE CITY OF ASHEVILLE FOR THE MAINTENANCE OF THE WATER SYSTEM. THE CITY OF ASHEVILLE SHALL ALSO HAVE THE RIGHT TO ACCESS ALL PUBLICLY OWNED WATER METERS.

LINE	BEARING	DISTANCE
L1	N67°42'50"E	55.33'
L2	N34°35'47"E	343.10'
L3	S55°24'13"E	4.45'
L4	N34°35'47"E	20.00'
L5	N55°24'13"W	4.45'
L6	N35°33'50"E	264.11'
L7	N46°36'50"E	45.99'
L8	N43°23'10"W	20.00'
L9	S46°36'50"W	6.14'
L10	N40°31'21"W	35.58'
L11	N16°51'26"W	25.19'
L12	S73°51'12"W	25.91'
L13	S16°51'26"E	28.06'
L14	N73°51'12"E	5.22'
L15	S40°31'21"E	38.18'
L16	S35°33'50"W	288.61'
L17	S34°35'47"W	358.11'
L18	S67°42'50"W	32.85'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	299.88'	25.96'	25.95'	S17°17'38"W



LEGEND	
⊙	ALUMINUM CAPPED REBAR
○	UNMARKED POINT
---	BOUNDARY LINE
---	WATER EASEMENT
---	WATER LINE
---	RIGHT OF WAY LINE
---	EDGE OF PAVEMENT
---	TIE LINE
---	STORM WATER DRAINAGE
⊙	WATER METER
⊙	WATER VALVE
⊙	HYDRANT
⊙	PRESSURE REDUCING VALVE

WATERLINE EASEMENT ACROSS THE PROPOERTY OF
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
FOR
THE CITY OF ASHEVILLE
AT
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY
ATCT & TRACON
WPFY 22-23-016
REFERENCES
PIN:9643-52-3273
DEED BOOK: 5565 PAGE: 1196
CITY OF ASHEVILLE, BUNCOMBE COUNTY, NC
DATE 5-27-25 JOB # 25050
JOSEPH KANE L-5106
jkane@holmesgeo.com

I, JOSEPH KANE, N.C. P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (PROPERTY DESCRIPTION RECORDED IN DEED BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

FURTHERMORE, STATE PLANE COORDINATES FOR THIS SURVEY WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY, AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 0.01M
TYPE OF GNSS FIELD PROCEDURE: STATIC (POST-PROCESSED USING TRIMBLE BUSINESS CENTER)
DATE OF GNSS SURVEY: APRIL 2TH, 2025
DATUM: HORIZONTAL = NAD83 (2011)
GEOID MODEL: GEOID18
LOCALIZATION POINT: NORTHING: 630470.09, EASTING: 944728.23
COMBINED SCALE FACTOR: 0.999781404
UNITS: U.S. SURVEY FEET

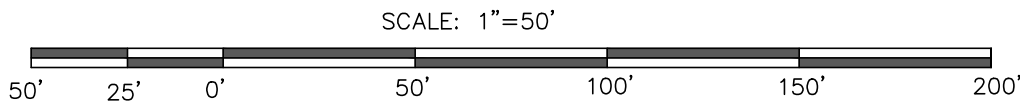
I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(f)(11):
C) 4). THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS DAY _____

N.C. PROFESSIONAL LAND SURVEYOR

L-5106
LICENSE #

PRELIMINARY
FOR REVIEW
ONLY



HOLMES
G E O S P A T I A L

200 Ridgefield Court, Suite 208 Asheville, NC 28806
Phone: (828) 225-6562 Company Licensure C-2806
www.holmesgeospatial.com



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 13, 2025

ITEM DESCRIPTION – Consent Item G

Approval of Position Reclassification

BACKGROUND

This year, the Vice President of Information Technology did an assessment of his department's structure and staffing. After careful consideration, the following change is being proposed: reclassify one (1) Systems Technician position (grade 18, exempt) to IT Systems Technician Lead (grade 19, exempt).

The creation of the IT Systems Technician Lead role will enhance the efficiency and effectiveness of the Authority's IT support services. This position will provide a dedicated point of contact for minor Tier 1 requests while ensuring timely resolution. The IT Systems Technician Lead will also supervise and mentor junior technicians within the department.

ISSUES

None

ALTERNATIVES

The Authority Board could decide not to approve the proposed position reclassifications.

FISCAL IMPACT

The reclassification will not affect the current approved FTE count. The expense for this adjustment can be absorbed in the current, approved FY2025/26 departmental budget.

Consent Item - G



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the position reclassification; and (2) authorize the President & CEO to implement such changes.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Shane Stockman
Vice President - Information Technology

DATE: June 13, 2025

ITEM DESCRIPTION – Consent Item H

Approval of Vehicle for Information Technology Department

BACKGROUND

The Information Technology (IT) department plays a crucial role in ensuring the smooth operation of our organization's technological infrastructure. As our staff, responsibilities, and the scope of our projects continue to expand, the need for an additional vehicle has become increasingly apparent. In addition, staff are now situated in three different buildings across the campus due to ongoing construction. Currently, the IT department has eight staff members, two unfilled positions, and two vehicles at its disposal. These vehicles are used for various purposes, including on-site support, equipment transportation, and emergency response. However, with the growing number of projects and the geographical spread of our operations, the number of existing vehicles is no longer sufficient to meet our needs.

ISSUES

None.

ALTERNATIVES

The alternative exists to postpone this purchase for a future date.

FISCAL IMPACT

The total cost for the new vehicle including safety lighting and branding is \$30,000.

Consent – Item H



RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the purchase of a new vehicle for the Information Technology Department in the amount of \$30,000; (2) authorize the President & CEO to execute the necessary documents; and (3) amend the FY2024/2025 budget by adopting the following budget ordinance:

BE IT ORDAINED by the Greater Asheville Regional Airport Authority that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1. To amend the appropriations as follows:

EXPENDITURES:

	<u>Decrease</u>	<u>Increase</u>
Equipment & Small Capital Outlay		\$30,000.00
Information Technology Dept.	\$30,000.00	
Totals	\$30,000.00	\$30,000.00

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

REVENUES:

<u>Decrease</u>	<u>Increase</u>



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 13th day of June, 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lexie Farmer
Chief Operations Officer

DATE: June 13, 2025

ITEM DESCRIPTION - New Business Item A

Approval for the Terminal Project Reconfigurations of Security Checkpoint, Data Rooms, Airline-Use Space, and Operational Space

BACKGROUND

As the Board is aware, the Master Plan was submitted to the FAA last fall for approval. As part of that Master Plan, additional terminal facilities including baggage claim, ticketing, and security screening would be needed when additional gates are added beyond the current Terminal Modernization Project.

When the Board approved the expansion of the South Baggage Claim, the Planning team was tasked with determining the impacts of the airlines' plans for up-gauging of aircraft to determine if any reconfiguration of Phase 2 of the current terminal project would increase capacity and allow for additional future gates without expanding the terminal facilities.

Working with the Terminal Design Team and reviewing the Master Plan projections, it was determined if we reconfigure IT and operations space, as well as relocate a stairwell/elevator corridor, we can add the following to current terminal project:

- 1,025 sqft of Airline Ticket Offices
- 500 sqft of Airline Baggage Service Office
- 8 airline ticketing positions
- A 3rd ticket counter BHS belt
- Soft space for technology and kiosk expansion

New Business – Item A



- Shell space that will allow for the addition of 2 more screening checkpoint lanes bringing the total to 8 lanes. With this addition, the checkpoint will be able to handle capacity for up to 16 gates.

ISSUES

None.

ALTERNATIVES

The Board could elect not to move forward with this. However, the current terminal project security checkpoint cannot expand beyond 6 lanes. When additional gates are added in the future, additional ticketing, security checkpoint, and airline space will need to be built to support those gates.

FISCAL IMPACT

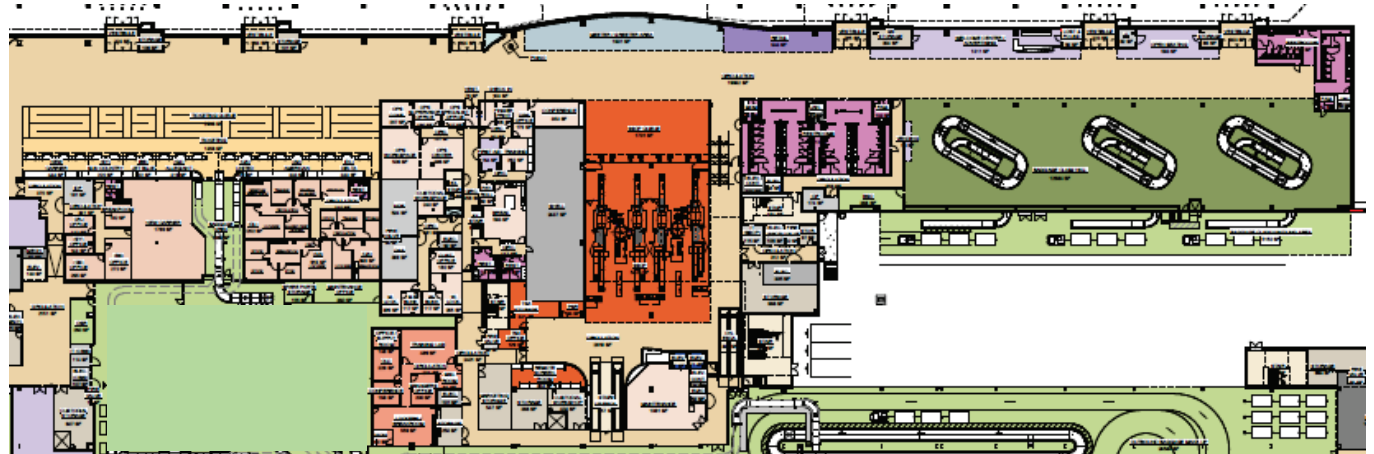
The design team, Gresham Smith, will need an amendment to their contract in order to complete this design change. The estimated design cost is not to exceed \$300,000 and will be funded through existing project funds.

Once the design is completed, the contractor, Hensel Phelps, will bid the additional work and final cost and contract amendment will be submitted at a later date for the Board's review and approval. The contractor has estimated the amount of work to cost approximately \$1.4 million. The cost for the construction of this proposed reconfiguration will require a budget amendment and funds to be added to the project.

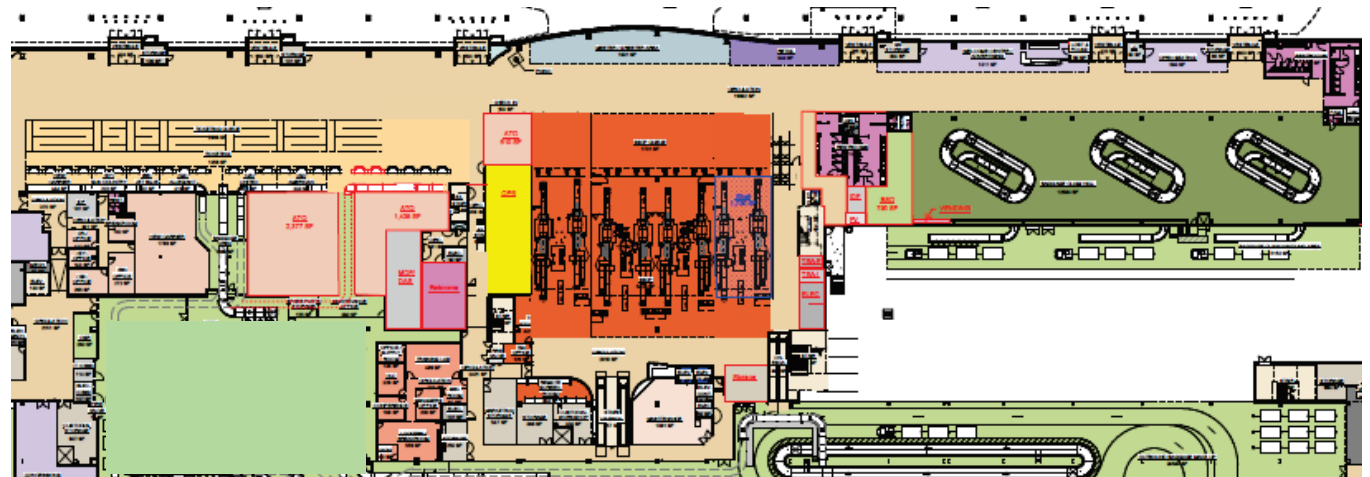
RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to 1) approve the project team to move forward with the preliminary design of this additional square footage and reconfiguration of the Terminal Project; 2) approve the change order with Gresham Smith in the amount not to exceed \$300,000; and 3) authorize the President & CEO to execute the necessary documents.

Current Terminal Layout



Proposed Terminal Layout





MEMORANDUM

TO: Members of the Airport Authority

FROM: Lexie Farmer
Chief Operations Officer

DATE: June 13, 2025

ITEM DESCRIPTION - New Business Item B

Approval for a Change Order with Hensel Phelps for the Reconfiguration of the Rental Car Counters and Office Space

BACKGROUND

In November the Board approved the expansion of the South Baggage Claim with the third baggage carousel being installed at a later date when capacity dictated. During the rates and charges review with the airlines, the airlines agreed to pay for the purchase of the 3rd baggage carousel so it could be operational when the South Baggage Claim is fully operational. This requires a change to the rental car counter and office configuration originally planned for South Baggage Claim.

In planning sessions with GARAA staff, rental car companies, and the designers, it was determined that the long-term plan for the rental cars is to include their counters and office space in the design of the new parking garage. In the interim, the terminal design and construction team recommended a rental car customer service building to be constructed 15 feet from the end of the South Baggage Claim with a connector between the facilities. The construction and exterior finishes of this building will be designed to tie into the existing look of the terminal project. The lifespan of this building is 10-20 years, and it is expected that the rental cars will stay in this location until the new parking garage is constructed. The design team has prepared schematic designs that the rental car companies have agreed upon. The contractor has used these schematic designs to provide an estimated construction cost.

New Business – Item B



ISSUES

The current temporary configuration of the rental car counters continues to be an issue for the rental car companies from an operational standpoint and is not ideal for passengers to wait in queues outside in the elements.

ALTERNATIVES

The Board could elect not to move forward with this. However, the rental cars would need to continue to operate in a configuration for the next several years that is not customer friendly or operationally efficient.

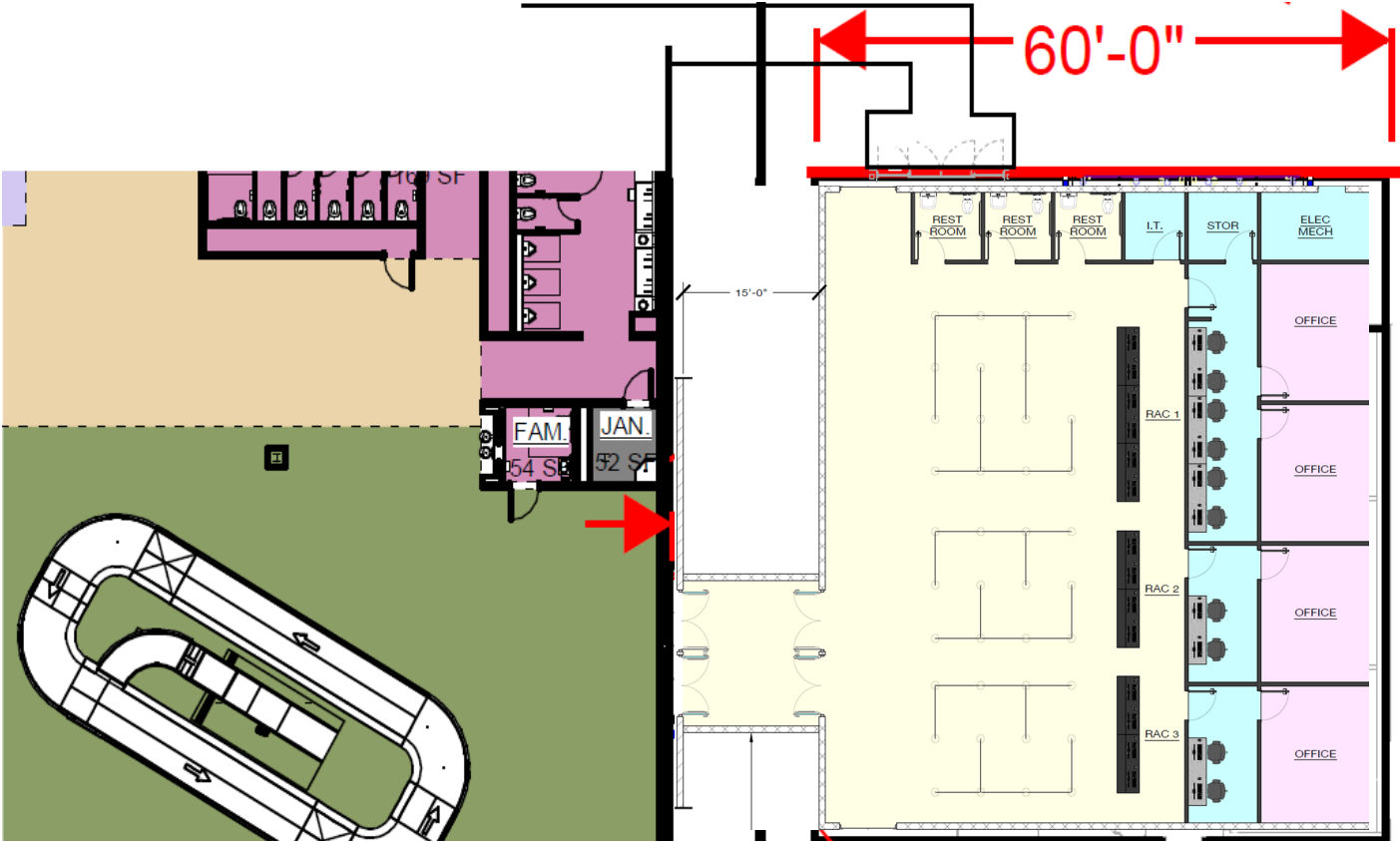
FISCAL IMPACT

The estimate for this new build facility, including foundation and utilities, is \$1.3 million. There is already an allowance in the terminal project for rental car counter and office buildout. The difference has been budgeted for in owner contingency of the terminal project. Once design is completed, the contractor, Hensel Phelps, will finalize the bid for additional work. If the final bid cost is higher than the estimate, the new cost will be presented to the Board for final approval.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to 1) approve the change order with Hensel Phelps in the amount not to exceed \$1.3 million; and 2) authorize the President & CEO to execute the necessary documents.

Rental Car Customer Service Building Proposed Layout:





MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item C

Approval of Amendment to Task Order No. 2 with McFarland Johnson, Inc. for Additional Services for the Remain Over-Night (RON) Parking Apron Project

BACKGROUND

The Authority Board approved Task Order No. 2 with McFarland Johnson on November 8, 2024 for the design associated with the RON Parking Project.

Since then, McFarland Johnson completed an early package design for the hangar demolition and that demo has been completed. They are currently 90% complete with the design for the ramp reconstruction. However, after meeting with the airlines, it has become evident that we should also reconstruct the additional general aviation ramp to the north of the hangars that were demolished. This is to ensure that pavement has the appropriate strength to handle larger commercial aircraft. In addition, these ramps will need additional lighting for aircraft to move safely in these parking configurations.

This amendment includes the additional design and Geotech report for this added ramp reconstruction as well as the additional electrical design for necessary lighting.

ISSUES

None.

ALTERNATIVES

The Board could elect not to move forward with this additional design. However, this could prolong the much-needed solution to the RON parking shortages and limit the RON parking configurations options.

New Business – Item C



FISCAL IMPACT

The total cost for this additional design with McFarland Johnson is \$143,260.00. Presently, all of this will be funded utilizing Airport Funds. However, this work will be eligible for FAA funding.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Amendment to Task Order No. 2 with McFarland Johnson, Inc. in the amount of \$143,260.00; (2) authorize the President & 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>
Capital Improvements	_____	<u>\$143,260.00</u>
Totals	_____	<u>\$143,260.00</u>

This will result in a net increase of \$143,260.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$143,260.00</u>
Totals	_____	<u>\$143,260.00</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 13th day of June 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

MASTER AGREEMENT FOR PROFESSIONAL SERVICES**TASK ORDER FORM**

Effective Date _____ Task Order No. _____.

Client Project No. _____ Engineer Project No. 19227.03.

This Task Order is entered into on the effective date noted above pursuant to the “Master Agreement for Professional Services” between Greater Asheville Regional Airport Authority (“Client”) and McFarland-Johnson Inc. (“Consultant”), dated August 16, 2023 (“Agreement”). The Agreement is incorporated herein and forms an integral part of this Task Order.

Services Authorized: This project will provide additional services required to complete the design of the RON apron. Project components include:

- Develop and incorporate pavement associated with Signature into the original RON plans and specifications.
- Develop of a separate hangar demolition package to be issued prior to completion of the RON design documents.
- Photometric lighting analysis and highmast lighting design is association with the RON Apron
- Coordinate bid documents with AVCON

Client authorizes Consultant to perform the Engineering Services described above and incorporated herein.

Pricing

N/A Time and Expense per Agreement and Appendix B to the Agreement.

X Firm Fixed Price of: \$143,260.00

N/A Other (Describe):

Schedule

Services may commence on Execution.

Services will cease by 6 months.

Witness:

Name: _____

Date: _____

Consultant:

Name: _____

Date: _____

Accepted by:

Date: _____

Approved by:

Date: _____

SCOPE OF SERVICES

ASHEVILLE REGIONAL AIRPORT (AVL) REMAIN OVER-NIGHT (RON) APRON – ADDITIONAL SERVICES DESIGN AND CONSTRUCTION PHASE SERVICES

PROJECT OVERVIEW

McFarland-Johnson, Inc. entered into an agreement with the Asheville Regional Airport (AVL) to provide design and construction phase services for a Remain Over-Night Apron (MJ Project Number 19277.01). Due to continued coordination with the anticipated user airline with respect to RON requirements, AVL has requested McFarland-Johnson, Inc. provide additional design services for the reconstruction of the adjacent apron currently utilized by Signature Aviation in addition to High mast lighting to illuminate the apron. This scope of services encompasses the additional design services required for inclusion in the original design documents.

Additional Design Services include:

- Develop and incorporate pavement associated with the Signature Aviation Apron into the original RON plans and specifications.
- Develop of a separate hangar demolition package to be issued prior to completion of the RON design documents.
- Preparing a Photometric Study and Report outlining options for upgrading the Apron Lighting.
- 30% and 100% Design Documents for Apron Lighting

The project will be evaluated and designed to the following FAA Advisory Circulars, as applicable, including (but not limited to):

- FAA AC 150/5300-13B– Airport Design
- FAA AC 150/5340-1M Standards for Airport Markings
- FAA AC 150/5370-2G Operation Safety on Airports during Construction
- FAA AC 150/5370-12A Quality Control of Construction for Airport Grant Projects
- FAA AC 150/5320-6E Airport Pavement Design and Evaluation

Exhibit No. 1 illustrates the project limits and components.

SCOPE OF WORK

Task 1: Project Kickoff and Initial Stakeholder Consultation

The Project Team will meet with AVL to verify, confirm, and define the goals and scope elements required for the Project.

Task 2: Document Existing Conditions

2.1 Data Collection/Existing Conditions

- A. Attend one onsite field visit to review existing electrical conditions and gather data for planning new light pole system. Engineer will document existing site conditions, power locations, existing panel sizes/capacity, and controls.
- B. The Project Team will perform a photometric evaluation of the existing apron lighting at Ashville Regional Airport (AVL), and the impact the removal of the existing hangar(s) has on the lighting. The Project Team will provide two options for updating the apron lighting:
 1. Full replacement of the highmast lighting utilizing current LED technology.
 2. Partial replacement of the highmast lighting addressing only the area where the hangar(s) have been removed. The Engineer will attempt to match the output, distribution, and color temperature of the proposed lighting to match the existing lighting.
- C. Provide an engineering report to AVL, outlining findings and a recommendation for how to proceed with the design.

2.2 Topographic/Physical Feature Survey

- A. No additional survey is anticipated

2.3 Geotechnical Coordination

- A. S&ME will provide up to four (4) soil borings to a depth of 5 to 8 feet. Soil borings shall be utilized for highmast light pole foundation design.

2.4 Environmental Coordination

- A. Not applicable.

Task 3: Design Phase Services

3.1 90% Design

- A. Engineering Design Drawings—Consultant shall prepare 90% plans for the additional pavement and incorporate into the current RON design package. The development of the 90% design documents will be in coordination with the AVL's authorized representative(s) for their input and to conform to the latest FAA Advisory Circular(s) and other applicable standards. Additional plan sheets and/or modifications include:

<ul style="list-style-type: none">○ Existing Conditions Plan○ Construction Safety and Phasing Plans○ Demolition Plan○ Geometry Plan○ Marking Plans	<ul style="list-style-type: none">○ Typical Sections and Pavement Details○ Erosion and Sedimentation Control Plan○ Grading and Drainage Plan○ Airfield Lighting and Signage Plan
--	---

- B. Prepare Engineer's Opinion of Probable Construction Cost (EOPCC) / Budget Validation – The detailed project EOPCC for the RON Apron. The EOPCC will continue to be analyzed for confirmation of the current project budget and will include contingencies as appropriate for the level of design accomplished. The Consultant will utilize past bid results from similar work and other published construction cost data. The Consultant has no control over market conditions, or the pricing contractors choose to use in their bids, and therefore cannot guarantee the bids will be below or above the EOPCC.
- C. Construction Safety and Phasing Plan (CSPP) – The Consultant will incorporate the additional pavement into the CSPP. Development of the CSPP will be in close consultation with AVL, Signature and the user airline.
- D. Quality Control - Consultant shall conduct an in-house quality control review of the 60% design plans, specifications, estimate of probable construction cost, and Engineer's Report prior to submittal to AVL.
- E. Deliverables - Consultant shall submit and distribute deliverables based on the proposed project design schedule (provided at the end of this Scope of Work):
 - Consultant shall submit and distribute to AVL three (3) full size sets of the 90% plans, technical specifications, estimate of probable construction cost and Engineer's Report.
 - Design Review Meeting - Consultant shall coordinate and attend one (1) meeting at AVL to review the 90% design submittal. Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. AVL's authorized representative(s) will provide any additional written comments to Consultant within two weeks of the design review meeting. Up to two (2) Consultant members will attend in person.
- F. Based on the findings from Task 1, the Project Team will prepare a 30% schematic lighting and electrical package.
 - Perform in-house verification of lighting design for compliance with applicable codes, ordinances, and guidelines.
 - Prepare schematic set of specifications (project manual). NCDOT and FAA specifications (as applicable) will be utilized for work. When special specifications are required, they will be prepared in the same format as the other technical specifications within the project and will be assigned an individual identifier that distinguishes them from the standard specifications.
 - Prepare a Preliminary Engineer's Opinion of Probable Costs for each major element in the project. This estimate will be compared to AVL's budget to determine if portions of the bid plans should be revised/modified to bring the project within the current budget.
 - Prepare schematic photometric studies.
 - Develop the following anticipated 30% plans for the selected/preferred alternative:
 - Title Sheet (1)
 - General Notes and Quantities Tables (1)
 - Existing Conditions (1)
 - Schematic Demolition Plans (1)
 - Schematic Lighting Plans (1)
 - Schematic Photometric Studies (1)
 - Schematic Electrical Plans (1)
 - Schematic Electrical Detail Plans (1)

3.2 100%/Bid Documents

- A. Engineering Design Drawings – Consultant shall prepare Bid Set plans and technical specifications in accordance with latest FAA Advisory Circular(s) and other applicable standards. FAA standards. Specifications shall be based on a unit price total cost construction contract. Front-end specification requirements and format shall be provided by AVL, but not limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information. Additional plan sheets and/or modifications include:
- Existing Conditions Plan
 - Phasing Plan
 - Demolition Plan
 - Geometry Plan
 - Typical Pavement Sections
 - Marking Plans
 - Erosion and Sedimentation Control Plan
 - Grading and Drainage Plan
 - Spot Elevations Plan
 - Stormwater Pollution Prevention Plan
 - Airfield Lighting and Signage Plan
 - Airfield Lighting and Signage Details
 - Cross Sections
- B. Based on comments from the 30% Schematic Design the Project Team will prepare a 100% Design lighting, electrical, and structural package.
- Perform in-house verification of lighting design for compliance with applicable codes, ordinances, and guidelines.
 - Coordinate with the civil design for new conduit routing, manholes, and impacts to pavement, earth, etc. related to new lighting power circuits.
 - Coordinate with structural for conduit requirements within new light pole foundations
 - Prepare the final set of specifications (project manual). NCDOT or FAA specifications (as applicable) will be utilized for work. When special specifications are required, they will be prepared in the same format as the other technical specifications and will be assigned an individual identifier that distinguishes them from the standard specifications.
 - Prepare a Final Engineer's Opinion of Probable Costs for each major element in the project. This estimate will be compared to AVL's budget to determine if portions of the bid plans should be revised/modified to bring the project within the current budget.
 - Prepare final photometric studies.
 - Develop the following anticipated 100% plans for the selected/preferred alternative:
 - Title Sheet (1)
 - General Notes and Quantities Tables (1)
 - Existing Conditions (1)
 - Demolition Plans (1)
 - Lighting Plans (1)
 - Photometric Studies (1)
 - Electrical Plans (1)
 - Control and One-Line Diagram Plans (1)
 - Electrical Detail Plans (1)
 - Structural Foundation Detail Plans (1)
- C. Quality Control - Consultant shall conduct an in-house quality control review of the Bid Set design plans, specifications, estimate of probable construction cost, Engineer's Report, and

related documentation prior to submittal to AVL.

3.3 Environmental Permit Coordination and Preparation

- A. Not applicable.

BASIC ASSUMPTIONS

- A. It is assumed that power for new lighting is available at the voltage required, and has capacity for the new lighting load.
- B. It is assumed that no electric utility coordination or service will be required for this portion of the project.
- C. The new highmast structures will be a delegated design submittal. The Engineer will prepare a performance specification for the design. The Engineer's structural design will be limited to the foundations.

EXCLUSIONS:

The following items are not included as part of this proposal.

- A. Value Engineering
- B. The review and coordination of contractor-proposed 'VE' substitutions.
- C. Permitting Meetings
- D. Custom Fixture Design
- E. Renderings
- F. Rebate paperwork

DELIVERABLES

- 1. Task 3.1 thru Task 3.2: Design Phase Services
 - o Photometric Evaluation
 - o 90% Design Documents/30% Schematic Highmast Lighting Documents
 - o 100% (Bid) Documents

SCHEDULE

- 1. Task 3.1 thru Task 3.2: Design Phase Services
 - o Photometric Evaluation – 15 calendar days
 - o 90% Design Documents/30% Schematic Highmast Lighting Documents – 15 calendar days
 - o 100% (Bid) Documents – 15 calendar days

EXHIBIT 'B' FEE SUMMARY

Remain Over-Night (RON) Apron, Design and CA Services

Greater Asheville Regional Airport Authority

May 2025



FEE SUMMARY

1. DIRECT TECHNICAL LABOR

\$120,260.00

2. DIRECT EXPENSES

3. SUBCONSULTANT COSTS

\$23,000.00

Aulick Engineering (AE)

\$ -

S&ME (Design)

\$ 23,000.00

S&ME (QA Allowance)

\$ -

JMT

\$ -

4. TOTAL FEE ESTIMATE

\$143,260.00

\$143,260

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge



May 28, 2025

McFarland Johnson
330 East Coffee Street, Suite 5000
Greenville, South Carolina 29601

Attention: Mr. Robert Overby, PE

Reference: **Change to Agreement for Geotechnical Exploration**
Asheville Regional Airport – 737 Overnight Aircraft Apron High Mast Lighting
Fletcher, North Carolina
S&ME Proposal No. 24410108A

Dear Mr. Overby:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this change to agreement to provide additional geotechnical services related to the proposed high mast lighting at the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated lump sum compensation for our services. Our Change to Agreement for Services (CA-071) is attached and incorporated as part of this proposal.

◆ Project Description

Our understanding of the project is based on a series of emails between Mr. Robert Overby and Mr. Chad Phillips with McFarland Johnson and Mr. Matt McCurdy and Mr. Christopher Fujita-Mentch with S&ME between April 24 and May 28, 2025 and having prepared a geotechnical exploration report (S&ME Project No. 24410108, report dated March 14, 2025) for the proposed new apron.

We understand that new high mast lighting is planned for the proposed new Remain Overnight (RON) Apron. Based on our conversation with Mr. Overby and Mr. Phillips, we were requested to perform up to 4 borings (locations of the high mast light poles to be provided by McFarland Johnson at a later date) and prepare a report with foundation design parameters to depths of 15 feet for the new high mast lighting. McFarland-Johnson will be performing the foundation design, and Mr. Phillips anticipates support with drilled piers that are a few feet in diameter. The depths will depend on the borings, but he expects them to be less than 15 feet deep.

We understand the field work can be performed during normal daylight hours (no night-time work needed). We understand that McFarland Johnson will coordinate with the airport and that S&ME personnel and subcontractors will be escorted by airport personnel while on airport property.

◆ Scope of Services

S&ME proposes to provide the following services:



- 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 4 requested boring 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 or airport personnel in the general vicinity of the planned boring locations.
- We will subcontract with a pavement coring contractor or utilize S&ME personnel to core the pavement at each test location. This service allows for a neater patch when complete and reduces the chance that an area will be raised up a few inches around the borehole (although there is still a chance this could occur). Cores will be obtained using an approximately 8-inch diameter cylindrical core barrel.
- We will measure the thicknesses of the asphalt and underlying subbase and/or crushed stone base course (if present). Cores will be brought back to S&ME's laboratory for thickness measurements and to take pictures.
- Mobilization of a truck-, ATV-, or track- mounted drill rig to the site.
- Performance of soil test borings with Standard Penetration Tests (SPT) to depths of 20 feet, or auger refusal, whichever occurs first. The test borings will be advanced with a conventional rotary drilling process using hollow stem auger techniques. At 2½-foot intervals, standard penetration tests will be performed, and soil samples will be obtained with a standard 1.4 inch I.D., 2.0-inch O.D., split barrel sampler.
- After checking for the presence of subsurface water, we will backfill the boreholes with soil, gravel, and/or bentonite, and we will install mechanical hole closure devices near the surface to help reduce borehole settlement. The pavement at coring locations will be patched with low-shrink grout. We will dispose of excess soil cuttings and the immediate area around the borings will be broom-cleaned.
- Representative samples of soils encountered within the soil test borings will be collected and transported to our laboratory for classification and testing. The recovered soil samples will be visually and manually classified in general accordance with the Unified Soil Classification System (USCS) and our experience with similar soil conditions.
- Laboratory testing on selected split-spoon samples will consist of index tests (moisture content, grain size, and Atterberg limits) to aid in determining the engineering properties of the soils and for soil classification.
- Following completion of the field work, we will prepare a formal addendum to our existing report to document our findings of the exploration, the laboratory testing results, and our geotechnical conclusions and recommendations. The addendum will include:
 - ◆ Presence, character, and consistency of existing fill, alluvium, and residual soils, where encountered.
 - ◆ Presence and depth of partially weathered rock, mass rock, and/or subsurface water in the borings (if encountered).
 - ◆ Existing asphalt, concrete, and crushed stone thicknesses at the boring locations.
 - ◆ Laboratory test results.
 - ◆ Foundation recommendations and recommended geotechnical parameters at varying depths including:



- Allowable bearing pressure.
- Unit weight.
- Friction angle.
- Cohesion.
- Other L-Pile/soil parameters (if requested).

◆ 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.

- Surveying of as-drilled boring locations.
- Pavement design.
- Rock coring.
- Foundation design.
- Site-specific seismic evaluation or shear wave velocity testing.
- 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).

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 Change to Agreement for Services (attached Form CA-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.

◆ Schedule

Based on current drill rig availability in the region, we anticipate we can mobilize a drill rig to the project site within 2 weeks (currently scheduled for around June 5, 2025). During this time, we will contact NC 811, mark the boring locations, and perform private utility location. Field work is anticipated to require up to 2 days. We anticipate laboratory testing will require 2 weeks, and report preparation will require 2 weeks after completion of the laboratory testing. Please note that geotechnical findings can be discussed within 3 days after the completion of the field work, if requested.



◆ Compensation

We will provide the Scope of Services outlined in this proposal for a lump sum fee of \$23,000.

◆ Authorization

A Change to Agreement for Services (CA-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will proceed with the performance of our services.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If you choose 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 Change to Agreement for Services (CA-071) and hereby accept both as written.

◆ Closing

S&ME appreciates the opportunity to be of service to you and participate in this project. 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.

A handwritten signature in blue ink that reads "Christopher Fujita-Mentch".

Christopher Fujita-Mentch, PE
Associate Project Manager

A handwritten signature in blue ink that reads "Matthew H. McCurdy".

Matthew H. McCurdy, PE
Principal Engineer/Project Manager

Attachments: Agreement for Services (AS-071)



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item D

Approval of 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 FY 2024-2025 in the amount of \$1,661,444.00. Through April 2025, only \$1,006,786.99 of this has been expended. It is estimated that Parsons has saved the project over \$2.5 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 \$1,998,796.00. This is an increase over the previous year due to the need for additional IT support and subconsultant services to complete the Operational Readiness and Airport Transfer (ORAT) for the occupancy of the North Concourse.

ISSUES

None.

New Business – Item D



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 2025-2026 are \$1,998,796.00 which will be paid for through the previously approved Terminal project construction budget.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional 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 for FY 2025-2026 not to exceed \$1,998,796.00; and (2) authorize the President & CEO to execute the necessary documents.

EXHIBIT D
Greater Asheville Regional Airport
Parsons Program Management

FY 2025-2026 Authorized Expenditures & Budget

The following labor and reimbursable expenses are authorized for the FY 2025-2026 Program Management fiscal year associated with the Terminal Modernization Project:

Description	Qty	Monthly Unit Cost	Not to Exceed Amount
Labor Expenses			\$1,591,874.00
Reimbursable Expenses			
-*Construction Director Lodging & Utilities	12	\$1,950.00	\$ 23,400.00
-Computers/Network/Support	12	\$ 300.00	\$ 3,600.00
-Quality Assurance Testing	1		\$ 80,000.00
-*Construction Director/Per Diem	52	\$ 306.00	\$ 15,912.00
-Cellular Telephones (3ea)	12	\$ 210.00	\$ 2,520.00
-Project Printing/Shipping	1		\$ 240.00
-*Team Working Meals	1		\$ 2,500.00
-Additional Reimbursable Expenses	1		\$ 2,000.00
-ORAT Subconsultant Services	1		\$ 212,000.00
-CEP/Terminal Commissioning	1		\$ 54,000.00
-*Field PM Vehicle/AVL Owned Vehicle Insurance & Mx	12	\$ 733.60	\$ 8,800.00
-*IPADS Client Owned	2	\$ 975.00	\$ 1,950.00
TOTAL REIMBURSABLE EXPENSES			\$406,922.00
TOTAL EXPENSES			\$1,998,796.00

APPROVED FY 2025-2026 BUDGET: \$1,998,796.00

*Additional reimbursable line items and/or increases to originally established expense limits have been added/revised for FY 2025-2026.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item E

Approval of Amendment No. 1 to Task Order No. 1 with Kimley-Horn for Design of the Overlook Parking Wright Brothers Way Extension

BACKGROUND

The Airport Authority Board Approved design Task Order No. 1 on November 8, 2024 with Kimley-Horn for the Overlook Parking Lot and Stormwater Improvements Project.

Since then, Kimley-Horn has worked with airport staff to complete the 60% design documents and the required environmental documentation for the FAA. During this design process the area north of Wright Brothers Way is ready for future development. To facilitate this development, the end of Wright Brothers Way needs to be raised and extended with utilities, including water, sewer, power, gas, and fiber. It has also been determined the new parking lot will need additional signage and wayfinding from the airport entrance to the new lot.

Airport staff has worked with Kimley-Horn to develop a scope of work and negotiate a fee to design this extension and enhancements to Wright Brothers Way. This scope of work includes additional survey, additional environmental documentation, design for modifications to Wright Brothers Way, extension of necessary utilities, additional construction phase services, and new signage and wayfinding for the new parking lot. All of these services will be provided by Kimley-Horn for the negotiated sum of \$316,662.00. The original task order was \$1,778,149. With this amendment the total contracted design services will be \$2,094,811.00.

New Business – Item E



ISSUES

None.

ALTERNATIVES

The Board could elect not to move forward with this design. However, this will prolong the much-needed improvements and extension to this roadway that is needed for future development.

FISCAL IMPACT

The total cost for this design amendment with Kimley-Horn is \$316,662.00. Presently, all of this will be funded utilizing Airport Funds. It is expected a portion of this design and construction will be funded utilizing NCDOT AIP Grant Funding.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the Amendment No. 1 with Kimley-Horn in the amount of \$316,662.00; (2) authorize the President & 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>
Capital Improvements	_____	<u>\$316,662.00</u>
Totals	_____	<u>\$316,662.00</u>



This will result in a net increase of \$316,662.00 in the appropriations. Revenues will be revised as follows:

REVENUES:

	<u>Decrease</u>	<u>Increase</u>
Transfer from GARAA Cash	_____	<u>\$316,662.00</u>
Totals	_____	<u>\$316,662.00</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 13th day of June 2025.

Brad Galbraith, Chair

Attested by:

Ellen Heywood, Clerk to the Board

SCOPE OF SERVICES AMENDMENT NUMBER 1
FOR
DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION OF
THE WRIGHT BROTHERS WAY EXTENSION
ASSOCIATED WITH
DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION OF THE
OVERLOOK PARKING LOT AND NORTHEAST DRAINAGE OUTFALL
IMPROVEMENTS



PREPARED FOR:
GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

PREPARED BY:

Kimley»Horn

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Mr. Jared Merrill
Vice President of Planning
Greater Asheville Regional Airport Authority
61 Terminal Drive, Suite 1
Fletcher, NC 28732

Re: Overlook Parking Lot and Northeast Drainage Outfall Improvements – ***Additional Design and Construction Phase Services for Wright Brothers Way Extension - Amendment to original contract***

Dear: Mr. Merrill,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Designer”) is pleased to submit this letter agreement (the “Agreement”) to the Greater Asheville Regional Airport Authority (“Authority”) for providing additional design, permitting, and construction administration services for the above-named project at the Asheville Regional Airport (AVL).

GENERAL PROJECT DESCRIPTION

This amendment encompasses additional design, permitting, and construction phase services associated with the extension of Wright Brothers Way as described below. This extension will allow for an improved driveway connection to the proposed parking lot, improved outfall pipe design, minimize existing flooding issues, and extend utilities for future development. The scope of this project amendment consists of preparing plans, project manual, permitting documents, cost estimates, and Engineer’s Report for the design, bidding and construction administration of the bullet items noted below. These new task items will be incorporated into the overall project deliverables as noted in the original contract.

- **Wright Brothers Way Extension**

A proposed roadway extension that will improve the connectivity from existing Wright Brothers Way to the proposed Overlook Parking Lot, future development areas to the north, and provide an improved intersection for the airside access road.

- **Utility Design and Coordination**

Additional public utility design and coordination for water and sewer in addition to private utility coordination for gas, power, and AVL Fiber associated with the extension of Wright Brothers Way.

- **Parking Lot Signage and Wayfinding**

Develop a proposed parking lot signage layout and provide wayfinding signage from Airport entrance to proposed Overlook Parking lot.

1.0 PROJECT MANAGEMENT

The Kimley-Horn Team will provide additional Project Management services for this Addendum including the following items:

1.1 Project Administration

The Designer’s Project Manager and Senior Project Engineer will provide additional Project Administration efforts:

- Prepare a Project work plan consisting of the contract scope of services, terms and conditions, schedule, organizational chart, communication protocol, and AutoCAD standards.
- Prepare agendas and sign-in sheets for and lead the Design Meetings
- Review documents prepared by the project team for compliance with project scope.
- Review team status reports and provide information to Authority about project needs.
- Review deliverables for compliance with scope of services and Authority's needs.
- Keep Authority aware of:
 - Project status
 - Action items
 - Pending decisions
 - Contract modifications
 - Need for members of design team to be on the airport property
 - Meetings to be held with outside agencies

- Provide administration of day-to-day project team activities

1.2 **Additional Design/Status Meetings**

The Designer will conduct up to 3 additional design/status meetings for Wright Brothers Way design elements and data gathering (Survey, Geotechnical investigation, SUE, and wetland impact discussion). These meetings will be a combination of in person or virtual depending on project need. The Designer will provide sign-in sheets, agendas, and distribute meeting minutes to the attendees.

Deliverables

- Sign-in sheets, agendas and meeting minutes will be distributed to the attendees in PDF format.

1.3 **Additional Agency/Tenant Coordination Meetings**

The Designer will conduct up to three (3) additional meetings with permitting agencies (FAA, USACE, NCDWR) to discuss the progress of the project and to gain information related to the project impacts and consensus on permitting direction. The meetings will take place at the office of the agency, at a location on the airport, or virtually. The Designer will prepare sign-in sheets, agendas, and distribute meeting minutes to the attendees.

Deliverables

- Sign-in sheets, agendas and meeting minutes will be distributed to the attendees in PDF format.

2.0 **SPECIAL SERVICES**

2.1 **Additional Survey & Subsurface Utility Engineering (SUE)**

JMT will perform additional Survey, SUE Level B, and SUE Level A vacuum excavation test holes as described in **Attachment A**

2.2 **Environmental**

2.2.1 **Additional NEPA Coordination and Documentation**

Based upon initial coordination with FAA Memphis ADO it is anticipated that the project will fall under the FAA's jurisdiction and require additional CatEx documentation. It will also require a second section of SHPO coordination and review. The original contract did not include SHPO coordination which was later required by FAA and is included in this amendment.

Project Overview:

Description of proposed action: Summarize the proposed action (major elements and supporting/enabling elements).

Study area: Study areas will be developed for each project, illustrated on a figure and described in the document.

Purpose and need: Use input from the Client to describe the purpose and need for the project and implementation phasing.

Affected Environment and Environmental Consequences:

This task includes completing the existing conditions and impact categories section of the CatEx as included in FAA Order 1050.1F. The level of detail needed to address the FAA environmental impact categories depends on the nature of the resource and the potential for impacts.

Additional analyses would constitute additional services to be scoped in a different task order, not in this contract.

Preparation of CatEx Modification:

Draft CatEx: A draft CatEx for submittal to the Client for review. Following review, the document will be revised and resubmitted to the Client for a second review.

Revised CatEx: The CatEx will be revised and submitted to FAA for review. Following review, the document will be revised and resubmitted to FAA for a second review.

Final CatEx: The Designer will coordinate with the Client and FAA to resolve comments and will finalize the CatEx and submit to the Client and FAA for approval.

Assumptions and Limitations:

Information on Waters of the U.S. and protected species will be gathered as part of the environmental review

No development of operations forecasts, passenger enplanements forecasts, or fleet mix data will be conducted, and no noise analysis is required.

This project will not change fleet mix, and no air quality or noise analyses are required.

The area has been previously disturbed, and a cultural resources survey (historic architecture and archaeology) is not required. Two separate consultations with the State Historic Preservation Office (SHPO) will be required by FAA. If a cultural resources survey is required, it will be additional services to be scoped in a different task order.

Permitting, application, and similar project fees will be paid directly by the Client.

2.2.2 Individual Permit Modification

Preliminary Permitting Meetings – Kimley-Horn will conduct a Preliminary Permitting Kick-Off Meeting with the Client team to discuss the Section 404/401 Individual Permit (IP) strategy prior to initiating agency contact for permitting purposes. Kimley-Horn will review the elements of an IP application with the Client team that will ultimately be addressed during the permitting process, including an alternatives analysis, secondary and cumulative impact analysis, avoidance and minimization measures, compensatory mitigation, and other associated permits or studies that may need to be obtained/completed prior to submittal of the IP application.

Following the Preliminary Permitting Kick-Off Meeting with the Client, Kimley-Horn will conduct a pre-application meeting with the US Army Corps of Engineers (USACE), NC Division of Water Resources (NCDWR), and other federal or state agencies deemed necessary by the USACE. The goal of this meeting will be to introduce the project to the regulatory agencies, review our understanding of past work done on the Site, and discuss our proposed path forward and timing. Preliminary impacts and limited design alternatives may be reviewed with the USACE for feedback during this meeting, however it is assumed that impacts and alternatives will not be finalized.

Individual Section 404/401 Permit Application – Kimley-Horn will prepare and submit the Individual Section 404/401 Permit application for the Project to the USACE and the NCDWR and

track the application through the regulatory process. As supporting documentation to the Individual Permit application, Kimley-Horn will prepare an environmental document consistent with the National Environmental Policy Act (NEPA) requirements and 404(b)(1) guidelines which the USACE uses as the basis for their permit decision. It is assumed that an alternatives analysis containing no more than 4 on-site alternatives will be conducted and included in the environmental supporting document.

Once the application is submitted and determined to be complete by the USACE, the USACE will prepare and issue a Public Notice for the project/application to solicit comments from interested resource agencies and the general public. This task includes a response to a reasonable amount of received comments, and one round of revision to the IP application package if requested by the USACE.

It is assumed that compensatory mitigation will be required for this project, and that the mitigation requirement for any proposed impacts to jurisdictional streams or wetlands will be met through Client's payment to an approved third-party mitigation bank or by Client payment to the NC Division of Mitigation Services' In-Lieu Fee (NCDMS) (ILF) program. Kimley-Horn will work with third-party mitigation bankers and/or the NCDMS to reserve mitigation credits on behalf of the Client for Client purchase prior to construction. If third-party mitigation banks do not have sufficient credit availability and the NCDMS does not accept the project for ILF payment, Permittee-Responsible Mitigation (PRM) may be required by the USACE and/or NCDWR for compensatory mitigation. PRM is not included as part of this scope of services. Kimley-Horn can assist the Client with the preparation and/or development of PRM options, however these efforts will be considered additional services.

Additional Services Not Included

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional site visits
- Stream and Wetland Delineation or Re-delineation
- Floodplain Development Permits or Floodway Modelling, No-Rise, or CLOMR Investigations
- Phase I or Phase II archaeological investigations
- Section 7 or Section 10 Consultation with the US Fish and Wildlife Service
- Groundwater studies or analysis
- On-site mitigation design

3.0 ADDITIONAL DESIGN SERVICES

Wright Brothers Way Extension:

The proposed roadway improvement and extension will improve the connectivity from the existing Wright Brothers Way to the proposed Overlook Parking Lot, future development areas to the north, and provide an improved intersection for the Airside Access Road. In addition, it will allow for an improved outfall pipe design, minimize existing flooding issues, and extend utilities for future development.

Wright Brothers Way and Airside Access Roadway improvements are anticipated to be approximately 565 linear feet and 300 linear feet respectively. The following design elements are included:

- Feasibility Study of extending Wright Brothers Way including two (2) alternatives that evaluate horizontal and vertical alignments, areas of impacts, and preliminary costs.
- Meeting with Authority to discuss Feasibility results and gain consensus on preferred alternative.

- Raising the proposed Wright Brothers Way centerline profile to accommodate a new outfall pipe system and to facilitate flattening the Overlook Parking Lot entry driveway to a more desirable longitudinal grade.
- Include sidewalk along one side of the proposed roadway improvements.
- Milling and tie in of new asphalt with levelling course near the old fuel farm
- Evaluation and minimization of localized flooding during 25-year storm events in the vicinity of the manual airside gate and low-lying area at the end of existing Wright Brothers Way
- Reconfiguration and establishment of an intersection between Wright Brothers Way and the airside access road for use by fuel trucks.
- Installation of an automated vertical pivot gate for airside access with keypad access and provisions for security camera and entry point lighting.
- Additional grading and drainage design for new curb & gutter roadway extension
- Additional landscaping design
- Additional Erosion and Sediment Control Design
- Revision to CSPP and 7460 plans for coordination with FAA

Utility Design and Coordination:

Design, coordination, and permitting of utility extensions along proposed Wright Brothers Way roadway extension consisting of:

- New gravity sewer extension
- New water main extension and fire hydrant
- New AVL conduit for fiber optic installation
- Coordination and installation of electrical extension by Duke Power to include lighting of Wright Brothers Way
- Utility by others – relocation and extension of gas and telecom lines

Parking Signage and Wayfinding:

AVL staff requested that KH develop a proposed parking lot signage layout and provide wayfinding signage from Airport entrance to proposed Overlook Parking lot. The following design elements are included:

- Coordinate with AVL staff to designate parking sections with poles and signage details within the parking lot and include this information in parking lot signing plans.
- Evaluate existing and provide proposed wayfinding signage from the airport entrance and the proposed Overlook parking lot.
- Coordinate with Sign Vendor (Sign Systems Asheville) who has previously worked with AVL to incorporate specific AVL themed signage.

The additional design includes:

- Additional plans depicting the extension of Wright Brothers Way and will include:
 - Phasing plans
 - Geometric plans
 - Profile and cross-sectional plans
 - Utility extensions for water, sewer, fiber, and electrical
 - New alignment of airside access road
 - New gate and fencing locations and details
 - New limits of disturbance

- New stormwater infrastructure

Assumptions:

- We will submit documents or assist with submittals to the appropriate government review agencies listed below.

Kimley-Horn will submit to the Authority for review. Kimley-Horn will administer this process and lead the review with coordination with the Authority. The submittal will include the following department reviews:

- Planning & Zoning (Authority lead)
- Kimley-Horn will submit to NCDEQ for Sediment and Erosion Control
- Engineering
- Kimley-Horn will submit to NCDEQ for Stormwater
- Kimley-Horn will submit to the Public Works for review of water/sewer extensions.

Based on experience with this submittal procedure, we anticipate up to two (2) rounds of review at each agency. Permitting fees will be paid directly to permitting agency by the Authority.

Designer has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

4.0 BID PHASE SERVICES

No changes to the existing contract for bid phase services are included in this amendment based on the assumption that bidding of the additional work will be accomplished with the Overlook parking lot.

5.0 CONSTRUCTION ADMINISTRATION SERVICES

Upon completion of bid phase services as outlined in the original contract, Kimley-Horn will provide 3 months of additional construction phase services for the work added according to this amendment:

5.1 Preconstruction Phase Services

- No change from original contract.

5.2 Construction Phase Services

Once the full notice to proceed has been issued, Consultant will begin construction phase services at outlined below:

- Monitor and review contractor schedules
- Prepare for and attend 6 additional construction progress meetings (3 in-person meetings and 3 virtual meetings, 2 people per meeting).
- Provide meeting minutes to document each meeting
- Review and respond to Contractor Requests for Information (RFI) (6 additional RFI total)
- Review weekly certified payrolls in accordance with Davis-Bacon wage rates
- Monitor DBE usage and conduct random wage rate interviews
- Review Shop Drawings (20 additional items)
- Conduct Punch List Inspection and issue written list of items to be addressed
- Conduct Final Inspection and review repairs
- Note Resident Construction Phase Services (RPR) is not included in this scope of work
- Note Geotechnical Testing is not included in this scope of work.

Additional details on construction phase services items is included in the original contract.

5.3 Post Construction Phase Services

There is no change to the original contract.

6.0 SCHEDULE

Kimley-Horn has prepared this scope with the intention of completing design work within the accelerated schedule recently discussed for the Overlook Parking Lot. Construction administration and overall construction duration is anticipated to require 3 additional months of work associated with the roadway extension.

Assumptions

- Design concepts will be completed prior to survey and geotechnical investigations and will be based on the best available information provided by the Authority,
- Dates are based on the issuance of the Notice to Proceed during the next scheduled Authority meeting

7.0 FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1–5 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. Except for permitting included above, additional permitting, application, and similar project fees will be paid directly by the Authority.

Basic Services

Task 3 – Additional Design Services	\$ 158,780
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Specialty Services

Task 1 – Project Management - Additional	\$ 36,415
Task 2 – Predesign Services - Additional	\$ 48,290
Task 4 – Bid Phase Services – Additional	\$ 0
Task 5 – Construction Administration - Additional (3 months)	\$ 45,930

Total Lump Sum Labor Fee	<u>\$ 289,415</u>
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Other Non-Salary reimbursable Expenses

Additional Subconsultant Tasks

Survey & SUE Services – Level B (JMT)	\$ 9,500
SUE Services – Level A Test Holes (8) (JMT)	\$ 12,000
Geotechnical Services (S&ME)	\$ 0

Printing/Shipping Budget	\$ 50
Travel Expenses (Mileage, Lodging, Meals)	\$5,697

Total Project Budget

The total project budget for the identified scope of services.	<u>\$316,662</u>
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due in accordance with the Master Contract dated 8-16-2023 and should include the invoice number and Kimley-Horn project number.

ATTACHMENT A

(See Next Page)



April 28, 2025

Morgan Meyer, P.E.

Kimley-Horn | 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

Direct: 919-677-2020 | Mobile: 863-381-1075

Morgan.Meyer@kimley-horn.com

Amendment for providing additional Professional Land Surveying Services for the AVL Overlook Parking and Pipe Outfall Project at the Asheville Regional Airport in Fletcher, North Carolina.

Dear Ms. Meyer,

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 that Kimley-Horn has requested Surveying and SUE services in the areas shown below in Figure 1, Figure 2 & Figure 3. The Scope of services and fee are outlined below and in the subsequent pages.

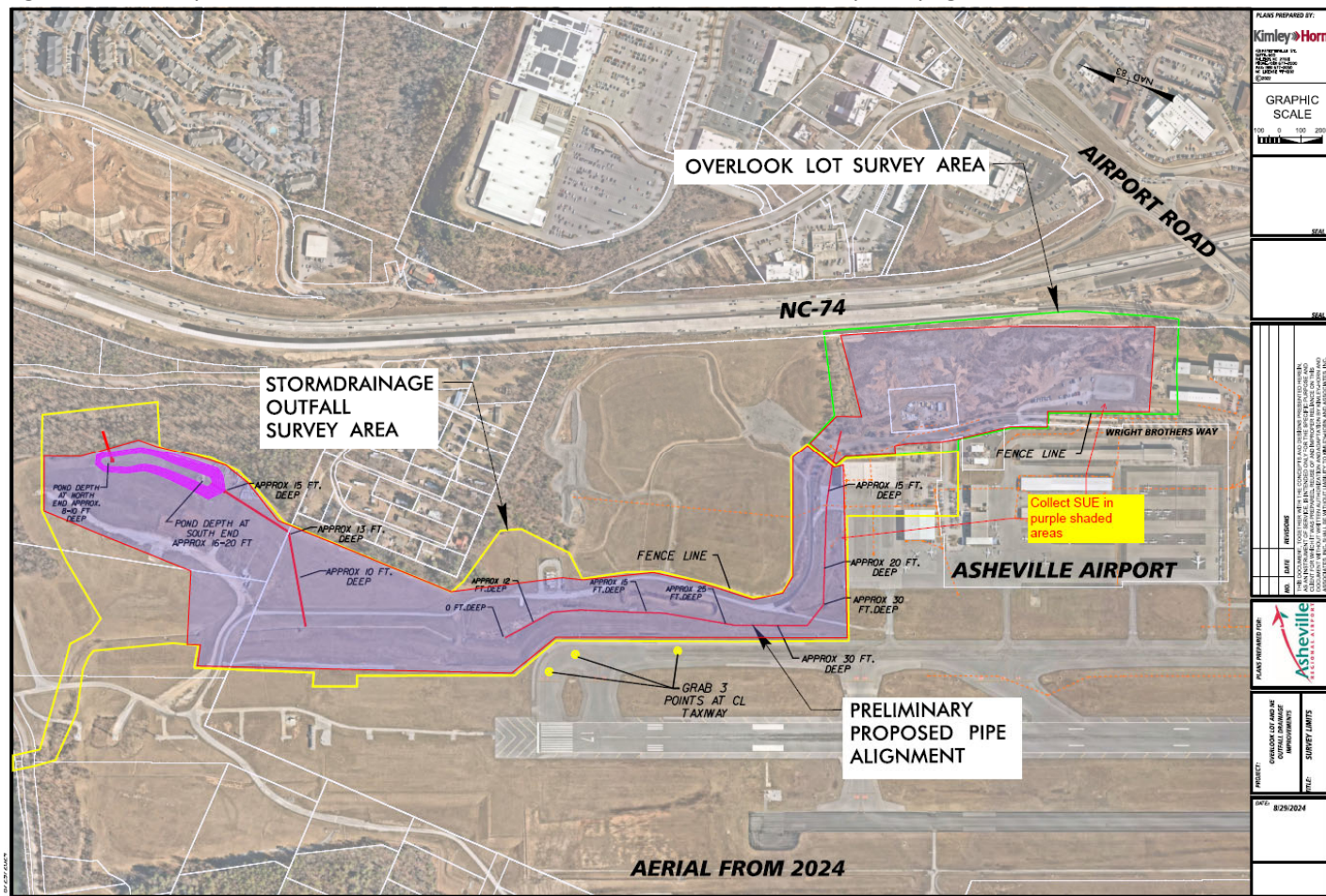
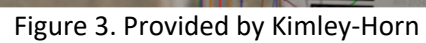
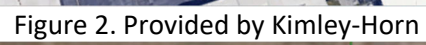


Figure 1. Provided by Kimley-Horn.





Scope of Survey

JMT will and has provided additional survey and SUE support for the two areas as shown above in Figure 1, 2, & 3 above. This will include the areas outlined in green "Overlook Parking Area" (+/- 21 acres) and yellow "Pipe Outfall Area" (+/- 60 acres) as shown in Figure 1, in magenta in Figure 2, in cyan in Figure 3, and is more clearly defined by phone and email correspondence starting 8/28 and PDF emailed 9/04/2024, 1/29/25, 4/17/25, and 4/28/25. 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. Additional Survey (NO SUE requested) request via email on 1/29/25 for magenta area shown in Figure 2 above.
2. Additional SUE request via email on 4/14/25 of clearing 12-15 Geotechnical Bores Airside. SM&E to coordinate locations and time with JMT.
3. Additional Survey and SUE request via email on 4/28/25 and show in cyan in Figure 3 above.
4. Survey shall meet 21 NCAC 56.1606 and NCGS 47-30 mapping standards.
5. Horizontal control shall be based on NC State Plane Coordinate System NAD 83 (NA2011). Vertical control shall be based on NGS NAVD 88 Datum. JMT will tie to local control point from terminal project if requested.
6. Topographic Survey which shall include: The location, dimensions, and material (as appropriate) of any physical improvements within the project limits including concrete, pavement, driveways, above ground utilities, drainage structures & pipes, gravity sanitary sewer, walls, fences, signs and buildings. One drainage structure out of limits will be located. Ground elevations, Break lines, ditches, creeks, and other bodies of water will be located within limits
7. SUE Level B for Geotechnical Bores and survey request in figure 3. This shall include the following:
 - a. JMT will Locate, paint/flag, 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 as-built drawing 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 owners, 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. If this is the case, those utilities will be designated in the submitted drawing as “Level D” location only.

- c. JMT will map surveyed utility marks and appurtenances of gravity and non-gravity utilities.
8. JMT will perform up to 8 (eight), ASCE 38-02 “Quality Level A” vacuum excavation test holes along the project corridor as directed by Client. The “soft digs” will be used to obtain information on existing underground utilities such as location, depth, size, and material type of the pipe.
 - a. Normal Test Hole size is approximately 2’x2’ and up to 3 to 12 feet deep, depending on soil conditions.
 - b. Level A test holes to be a separate mobilization and completed at desired location of client.
 - c. Level A test hole standard rates are assumed to be in soil conditions and not in asphalt, concrete, or road locations. Additional fees for asphalt or concrete locations will be assessed.

DELIVERABLES

1. Survey data to be added to CADD drawing from previous request.
2. If requested: Signed and Sealed PDF 1-page Test Hole Report summarizing information obtained at each “soft dig” site.

Not Requested nor included in Scope of Services

1. Boundary Survey
2. Tree Survey
3. Construction staking

Survey and SUE Level B Fee: \$9,500

SUE Level A (8 Test holes): \$12,000

Total Fee: \$21,500

SCHEDULE

Access is to be coordinated and scheduled with Asheville Regional Airport and SM&E prior to any work on site.



Additional Services: JMT offers many other services not included in this Scope and fee such Boundary Surveys and Construction Staking, to name a few. We would be happy to estimate a 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, appearing to read 'Karsten Sluder'.

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



MEMORANDUM

TO: Members of the Airport Authority

FROM: Jared Merrill
Vice President – Planning

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item F

Award of Contract to Tarheel Paving and Asphalt Company, Inc. for the Reconstruction and Improvements to the Perimeter Road.

BACKGROUND

Due to heavy use, the perimeter road on the northwest area of the airfield has been deteriorating over the past few years. This project will remove the existing millings and gravel portions, repair minor low spots, widen several sections of the road, and install new four-inch depth asphalt.

Airport staff received two proposals to complete this work. Tarheel Paving submitted the lower unit cost of \$38.45 per square yard and the second-place contractor submitted \$40.30 per square yard.

ISSUES

None.

ALTERNATIVES

As an alternative the Board could elect not to do this work. However, this area will continue to deteriorate.

FISCAL IMPACT

The total cost of this work with Tarheel Paving is \$306,800.00. With an additional 15% construction allowance of \$46,000.00 for unforeseen issues and potential drainage

New Business – Item F



improvements, the total project budget will be \$352,800.00. Presently, all of this will be funded utilizing Airport Funds that were budgeted for this year. The amount budgeted for this project is \$400,000.00.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the contract with Tarheel Paving in the amount of \$306,800.00 and a total project budget of \$352,800.00; and (2) authorize the President & CEO to execute the necessary documents.

Mr. Jared Merrill
Asheville Airport

Date: 5/23/2025

RE: Perimeter Road Rev #1

Email: jmerrill@flyavl.com

PROPOSAL AND CONTRACT

TARHEEL PAVING & ASPHALT CO., INC., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

PERIMETER ROAD REV #1

We propose the following:

- **Quote #1:**

- Mill existing asphalt up to a depth of 4"
- Apply ABC stone to low areas up to a depth of 3"
 - Approximately: 231 Square Yards
 - **Includes up to 50 tons of ABC stone**
- Fine grade stone areas as needed
- Clean existing asphalt surface
- Install 2" I19.0C Binder
- Install 2" S9.5C Surface

Approximately: 3,380 Square Yards

Total: \$128,800.00

- **Quote #2:**

- Mill existing asphalt up to a depth of 4"
- Clip and remove grass from on top of stone
- Apply ABC stone as needed
 - **Includes up to 150 tons of ABC stone**
- Fine grade stone areas as needed
- Clean existing asphalt surface
- Install 2" I19.0C Binder
- Install 2" S9.5C Surface

Approximately: 4,630 Square Yards

Total: \$178,000.00

Any widening of road width will be done for an additional cost, not included in price

Work is priced to be done during regular business hours Monday – Friday 8am-5pm

Any additional ABC stone needed will be priced by the ton at \$28.00 / Ton

Priced to be done having trucks haul from Pinner Rd

Prices does not include backfilling shoulders, seeding, straw, etc

ALL BALANCES ARE DUE UPON DAY OF COMPLETION UNLESS PREVIOUSLY AGREED.

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return this copy of our proposal. Upon its receipt, it is understood the foregoing, including the terms and conditions set forth, will constitute the full and complete agreement between us.

Due to the instability of the Petroleum Market, prices on material will not be guaranteed for any period of time and as such are subject to change. Current hot mix asphalt prices change weekly, thus due to this, the actual price may be adjusted depending upon the price per ton used at the time of the proposal. Prices may be accepted at any later date at the sole option of the Company. Asphalt depth will be average specified amount. **Please see the see the following 2 pages.**

ACCEPTED: Date: _____

Very truly yours,

(FIRM NAME)

Derrick Pace

FOR TARHEEL PAVING & ASPHALT CO., INC.

(NAME AND TITLE)

(INDIVIDUAL NAME)

Due to the energy crisis we are no longer able to obtain prices or commitments on future deliveries. This contract is based upon current prices and availability of materials. In the event we cannot obtain fuel or materials at these prices, we reserve the right to cancel or renegotiate this contract.

INDUSTRY TERMS

1. **ROUGH GRADING**-All grading that consists of removal of material to the work area will constitute rough grading and is charged as a separate item. Generally, rough grading is cut or fill of the sub-grade in excess of +/- 0.2' balance.
2. **FINE GRADING**-After rough grading is completed, the area will be uniformed, shaped and machined by an approved type motor grader with a ten to twelve foot blade. Fine grading consists of shaping and machining done without the haulage of material to or from the work area. Grading in excess of this limitation constitutes rough grading as outlined in Item 1 above.
3. **STONE BASE MATERIAL**-After fine grading has been completed, sufficient stone base material, known as Aggregate Base Course material (ABC), is placed to procure the specified compacted base thickness. It is stabilized and compacted according to Item 5 below.
4. **BLACK BASE MATERIAL**-After fine grading has been completed and the sub-grade has been proof rolled, an asphalt base material known as Black Base Asphaltic Concrete is placed to procure the specified compacted base thickness.

5. **STABILIZING AND CONDITIONING**-Stabilizing and conditioning consists of compaction of the base material by wetting and rolling with self-propelled steel wheel, pneumatic tire or vibratory rollers as job conditions require. Compaction next to any structures is obtained by the use of mechanical vibratory tampers.
6. **HOT MIX ASPHALTIC CONCRETE PAVING**-On the prepared base course an asphalt wearing surface of the compacted thickness specified is placed.
7. **COLD MIX ASPHALTIC CONCRETE PAVING**-On the prepared base course an asphalt wearing surface of the compacted thickness specified is placed.
8. **SURFACE TREATMENT PAVING**-After the base has been stabilized and conditioned, an asphalt wearing surface will be constructed. This method consists of double applications of clean stone and liquid asphalt alternately placed, with an added stone seal wearing surface.
9. **SURFACE TREATMENT PAVING (Heavy Duty)**-After the base has been stabilized and conditioned, an asphalt wearing surface will be constructed according to Item 8 above, with the addition of an application of stone known as an added mat course with an application of liquid asphalt during the process to procure a heavier and more durable pavement. This method would consist then of three applications of clean stone and liquid asphalt alternately placed, with an added stone seal wearing surface.
10. **ASPHALT CURBING**-On the finished pavement, an asphalt curbing will be installed of the cross section and size specified. This material will be installed true to grade and alignment by the use of an approved type mechanical self-propelled curb machine.
11. **CONCRETE CURBING**-On the finished pavement, a concrete curbing will be installed of the cross section and size specified. Material used will be non-slump Portland Cement concrete from an approved transit mix concrete supplier. This material will be installed true to grade and alignment by the use of an approved type mechanical self-propelled curb machine.
12. **CONCRETE CURBS, CURB AND GUTTER**-On the prepared sub-grade, concrete construction of the cross section and size specified will be installed. This material will be installed to uniform grade and alignment.
13. **HOT MIX RESURFACING**-The existing pavement will be broomed clean of all loose and deleterious material. The area will then receive a tack coat of liquid asphalt material. On this area so prepared, hot mix asphaltic concrete will be placed to procure a uniform surface of the average thickness or weight specified.
14. **SURFACE TREATMENT RESEALING**-The existing pavement will be broomed clean of all loose and deleterious material. The area will then receive a single application of hot liquid asphalt. This material will be applied by the use of an approved type distributor under pressure at the proper temperature. On this liquid application, clean stone chat will be spread, broomed and rolled.
15. **DOUBLE SURFACE TREATMENT RESEALING**-Same as Item 14, but will consist of two applications of hot liquid asphalt and two applications of clean stone chat.
16. **ASPHALT PRIME COAT**-On the prepared base course, an application of liquid asphalt will be made with a pressure distributor.

CHARACTERISTICS OF ASPHALT PAVING TO CONSIDER

A pavement should protect the base from water and support the design traffic load while providing a reasonable surface texture and a sufficiently uniform surface for riding comfort. The basic objectives are well fulfilled by asphalt pavements with initial cost and maintenance expense. However, certain characteristics must be understood.

Plant Mixed Asphalt pavements (Items 6,7 and 13) are flexible pavement and as such are subject to indenting and scuffing on hot days in areas that do not receive open, through traffic. This does not harm the pavement and is seldom noticeable with curing and use after the first summer season. To keep this to a minimum, reasonable care should be exercised in turning vehicles and placing weighted objects on the surface of new pavements.

During placement of asphalt, construction joints are inevitable. They cannot be entirely concealed. Joints and textural differences are more noticeable in restricted areas where more hand work is required. This results in more of the coarser aggregate in the mixture showing. In time, however, with use and the effects of weathering, this difference will lessen.

With asphalt surface treatment paving and seal coating (Items 8, 14 and 15), a surplus of seal stone is placed purposely to eliminate tracking of asphalt until the surface has cured out. Occasionally "fatty spots" will occur over which some of the surplus seal stone should be broomed. If any tracking should occur, a petroleum solvent will readily remove the material.

Due to flexibility characteristics of asphalt, areas that receive little or no traffic are subject to certain plants growing through the pavement surface. While this is not a frequent occurrence, it is more often seen when grassy sub-grades and/or old base materials are used in paving. The area can be treated in advance of paving at an additional cost, but a single treatment is not always 100% effective. Probably the greatest criticism here is in respect to the appearance rather than pavement damage. The owner can inexpensively treat any plant growth that occurs with a non-selective type weed-grass-brush killer, in a non-oily base, to insure a neat appearance.

The binder (asphalt material) used in asphalt pavement constructions is a petroleum product. Therefore, reasonable care should be exercised to avoid spillage of solvents or oils on the paved surface to prevent softening and displacement by traffic. Gasoline spillage or over-flow from automobile tanks is most often the problem. When this occurs, the damaged area should be blocked until the gasoline evaporated and the surface hardens.

Leveling and resurfacing old concrete or asphalt pavements with asphalt is a common practice, however, in time some cracking will occur where joints and old cracks existed. This can only be avoided by removing the old concrete or asphalt entirely and constructing a new asphalt pavement.

TARHEEL PAVING & ASPHALT CO., INC. IS NOT RESPONSIBLE FOR THE FOLLOWING UNLESS OTHERWISE NOTED BY THE CONTRACT:

1. Damage due to floods, acts of God, work stopped by public authority, accidents or delays beyond our control.
2. Any neglect by owner or persons authorized by owner.
3. Job delays due to weather conditions.
4. Clean up of other contractor's construction debris.
5. Disposal of hazardous material found on or around job site.
6. Any layouts, surveys, testing (unless specified by contract), staking, governmental permits, bonding, etc
7. Damage to existing HOA/public roads, driveways, sidewalks, yards, etc from truck and equipment traffic
8. Unknown ground water, undiscovered rock, soft sub-grade or buried debris.
9. Location of or damage to underground utilities.
10. Any unknown conditions, which require repair or correction, will be priced at the time of discovery by a change order.



MEMORANDUM

TO: Members of the Airport Authority

FROM: John Coon, A.A.E., Vice President - Operations & Maintenance

DATE: June 13, 2025

ITEM DESCRIPTION – NEW BUSINESS ITEM G

Approval of Agreement for Contract Custodial Services

BACKGROUND

For over 16 years, the airport has provided custodial services with GARAA employees. Over the past couple of years, hiring custodians has been extremely challenging. With the current staffing levels, GARAA employees cannot fulfill a 7-day-a-week cleaning schedule or be prepared when the north concourse opens. Staff have worked with several local cleaning companies, which have not been able to provide the necessary staffing levels to meet the airport's needs. The Budd Group assisted during Helene, building a relationship and demonstrating the work ethic needed to fulfill the custodial responsibilities. The Budd Group has proposed a 1-year facility service agreement with a monthly cost of \$61,772.00 to conduct the custodial responsibilities. Funds have been budgeted in the 25/26 fiscal year.

A request for proposals (RFP), Custodial Services, is anticipated to be advertised in the first quarter of 2026.

ISSUES

None

ALTERNATIVES

None

New Business – Item G



FISCAL IMPACT

Funds have been budgeted and approved for fiscal year 25/26.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) approve the agreement with the Budd Group; and (2) authorize the President & CEO to execute the necessary documents.

FACILITY SERVICES AGREEMENT

THIS FACILITY SERVICES AGREEMENT (the "Agreement") entered into this 1st day of July 2025, between ("Client") The Greater Asheville Regional Airport Authority and THE BUDD GROUP, INC. ("Contractor").

For good and valuable consideration, the receipt and sufficiency of which is hereby admitted and acknowledged by Client and Contractor, intending to be legally bound, provides as follows:

1. **Services to be Performed.** During the Term of this Agreement, and subject to and in accordance with the terms and conditions set forth herein, Contractor shall perform for Client all of the services, tasks, duties and obligations (collectively, "Services") identified and described in Exhibit A ("Scope of Work"). Unless otherwise stated in the Scope of Work, Client agrees to pay for all supplies and equipment required in connection with the Scope of Work, subject to and in accordance with the terms set forth in Exhibit B (Pricing and Payment Terms and Conditions).
2. **Compensation for Services.** Client agrees to pay Contractor in accordance with the terms set out in Exhibit B to this Agreement. Failure to pay an invoice when due shall constitute a default hereunder which shall give Contractor the right to terminate this agreement providing thirty (30) day notice. Client agrees to pay all costs of collection, including, but not limited to, attorney's fees in connection with Contractor's collection efforts resulting from past due amounts.
3. **Contractor's Personnel.** Contractor is solely responsible for the timely and satisfactory completion of the Services. Neither Contractor, Contractor's employees, nor any person or entity retained by Contractor to assist Contractor in the completion of the Services is or shall ever be an employee of the Client. Contractor shall be responsible for the selection, training, assignment, oversight, and disposition of any and all persons whom Contractor assigns to perform the Services. Contractor shall exercise reasonable care in the selection and assignment of such personnel and shall, prior to assigning any employee of Contractor to fulfill any portion of the Services, comply with any hiring requirements as requested by Client in Exhibit B. Contractor shall also be responsible for complying with all local, state, and federal laws regarding the employment of Contractor's employees including, but not limited to, compliance with all laws related to immigration status, authorization to work, and compensation of such employees. During the term of this Agreement and for a period of six (6) months following its termination or expiration of this Agreement, the Client shall not, directly, or indirectly, solicit, recruit, hire or attempt to hire any employee of the Contractor who was involved in the performance of services under this Agreement, without the prior written consent of the Contractor. Contractor, from time to time may, utilize independent contractors in connection with the performance of Services, subject to Client approval.
4. **Term.** The initial term ("Term") of this Agreement shall be one (1) year(s), commencing on July 1, 2025 and concluding on June 30, 2026. The Agreement shall automatically renew unless Client or Contractor informs the other party of its desire to terminate the Agreement in writing not less than sixty (60) days prior to the end of the initial term or any successive term.

5. **Termination of Agreement.** In the event that either party fails to fulfill its obligations under this Agreement, the other party shall give written notice of such failure to the party failing to fulfill its obligations, providing an opportunity to cure. Either party can terminate this agreement with or without cause by providing sixty (60) day notice. Notice of termination shall be given in writing and shall be effective upon delivery of such notice to the other party. Termination of the Agreement pursuant to this paragraph shall not relieve either party of the responsibilities that have accrued prior to termination (such as the obligation to pay for Services already rendered).
6. **Insurance.** Contractor currently maintains the insurance policies listed in Exhibit C and shall keep these policies in full force during the Term of this Agreement. Further, upon request of Client, Contractor shall provide Client with proof of such insurance through Certificates of Insurance on the "Acord" form prior to commencing the Services. A Certificate of Liability Insurance will be issued with The Greater Asheville Regional Airport Authority listed as the Certificate Holder. This insurance cannot be cancelled without providing a thirty (30) day notice of cancellation.
7. **Interruption of Services.** Client acknowledges that Contractor may, from time to time, be prevented from the timely performance of services required by this Agreement by reason of factors or conditions beyond the control of Contractor that render impracticable Contractor's ability to perform Services during the period the factors or conditions remain in effect, including, but not limited to Acts of God, floods, fires, strikes or labor disputes (individually and collectively, a "Force Majeure Event"). In the event of an interruption of Services due to a Force Majeure Event, Contractor will make every reasonable effort to give timely notice to Client of the Force Majeure Event giving rise to the interruption and will arrange a schedule, in consultation with Client, for the performance of the Services required once the Force Majeure Event ceases. During the period that the Force Majeure Event prevents Contractor from timely performing the Services, interruption of Services as described in this Paragraph will not constitute a failure to perform the Services required by this Agreement and will not give rise to the rights of termination stated in Paragraph 5 above.
8. **Quality of Service and Inspections:** The facilities always require professional custodial care and cleaning services. For the benefit of the Client and Contractor, an employee of the Client will inspect the work of the Contractor and its employees to ensure Exhibit A (Scope of Work) has been completed satisfactorily.
9. **Indemnity.** Contractor agrees to indemnify and hold Client, its agents and employees (individually and collectively, the "Client Indemnitees"), harmless from and against any and all claims, demands, and causes of action (collectively, "Claims") asserted against the Client Indemnitees, and any and all losses, personal injuries, property damage, costs, expenses, fines, and penalties (collectively, "Losses") suffered or incurred by the Client Indemnitees, arising out of or resulting from the following, provided such losses are a result of Contractor's actions: (i) the performance by Contractor, and Contractor's agents and employees, of Services pursuant to this Agreement, (ii) the negligent or more culpable acts or omissions of Contractor, and Contractor's agents and employees, and (iii) any material breach by Contractor of any term or provision of this Agreement. The indemnity obligations of Contractor

set forth in the preceding sentence shall be reduced to the extent that any Claims or Losses result from the negligent or more culpable conduct of Client, its employees, or agents. Nothing in this Agreement should be construed to provide any direct benefit to a third-party beneficiary of Client.

10. **Access to Client's Property.** Contractor, its employees, agents, and representatives (individually and collectively, the "Contractor Representatives") shall have appropriate access to Client's premises for the performance of Services as outlined and agreed as set forth in Exhibit A (Scope of Work). Further, upon termination of this Agreement, whether by expiration of the original term or any extension thereof, or for any reason, Contractor and its employees shall have the right, within thirty (30) days after such termination to remove from the premises any and all of Contractor's equipment and other property.
11. **No Assignment:** This Agreement is not assignable as a whole or in part by Contractor, and any assignment shall be void without prior approval of the client.
12. **Entire Agreement.** This Agreement, including any and all exhibits referenced herein, the terms of which exhibits are hereby incorporated by reference and made a part of this Agreement as if set out in full, represents the entire Agreement of the parties. This Agreement may not be modified in any manner except by written Agreement signed by an authorized representative of each party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of North Carolina.
13. **Notices.** Any notice or communication required or permitted to be given pursuant to this Agreement shall be personally delivered, or sent by certified or registered U.S. mail, postage prepaid, return receipt requested, or sent by nationally recognized courier service for overnight delivery and addressed to the recipient party at the following address:

To Client at: 61 Terminal Drive, Fletcher, NC 28732

To The Budd Group at: 2325 S. Stratford Road, Winston-Salem, NC 27103

The Greater Asheville Regional Airport Authority (Client)	THE BUDD GROUP, INC. (Contractor) <i>(Effective only with the signature of an Authorized Officer of The Budd Group)</i>
By:	By: <u>Jon Larsen</u> <small>Jon Larsen (Jun 5, 2025 08:39 EDT)</small>
Print Name:	Print Name: Jon Larsen
Title:	Title: Chief Operating Officer
Date:	Date: 6/5/2025

Exhibit A

Greater Asheville Regional Airport

Scope of Work for Custodial Services

1. Overview

Contractor will provide comprehensive custodial and services to ensure cleanliness, hygiene, and safety across all designated areas of the Greater Asheville Regional Airport. These services encompass cleaning, sanitizing, trash removal, floor care, and general maintenance in public areas, secure side zones, TSA areas, administrative buildings, and exterior spaces. Daily janitorial services consist of items to be performed on a daily basis, 7 days per week, 365 days per year with minimal disruption to airport operations.

Please note that areas and tasks will either include or exclude assignments based upon the opening of the north concourse in June of 2025, all areas subject to change will include an asterisk (*) next to its title

2. Objectives

- Maintain a clean, safe, and welcoming environment for passengers, staff, and visitors.
- Ensure compliance with health and safety regulations.
- Minimize disruptions to airport operations while delivering timely and efficient services.

3. Scope of Services

The following services will be provided across designated areas of the airport. Tasks are organized by location, with specific frequencies and responsibilities detailed.

3.1 Terminal Building and Public Area Restrooms:

Tasks: Deep cleaned at the beginning of every shift and then maintained until the next shift. Please note, this frequency will change with the inclusion of smart restroom technology in June.

- Clean and sanitize toilets, urinals, sinks, mirrors, countertops, and floors.
- Restock paper towels, toilet paper, and soap.
- Empty trash.
- Clean and shine stainless steel fixtures.

- Weekly Deep Cleaning: Using KAIVAC machine on restrooms:

- Men's and Women's restrooms on the second floor by TSA hallway.
- Men's and Women's restrooms across from ticket counter.
- Men's and Women's restrooms near baggage claim.
- Men's and Women's restrooms across from Gates 4 and 6.
- Family restroom between Gates 4 and 6.

Seating Areas:

Tasks:

- Wipe down chairs and tables.
- Vacuum carpets.
- Empty trash.

Ticket Counters:

Tasks:

- Dust and wipe down counters.
- Vacuum carpeting behind and in front of counters.
- Empty trash.
- Dust mop and spot mop floors.

Baggage Claim:

Tasks:

- Clean and shine carousels.
- Dust mop and spot mop floors.
- Empty trash.

Hallways and Front Entrances:

Tasks:

- Vacuum rugs and carpets.
- Dust mop and spot mop floors.
- Remove scuff marks using mops, scrapers, or tennis balls.

3.2 Terminal Building - Secure Side:**Gates 1-7 Seating Areas**

Tasks:

- Wipe down chairs and counters.
- Vacuum carpets.
- Empty trash.
- Wipe down trash can lids.

Restrooms by Gates:

Tasks: Deep cleaned at the beginning of every shift and then maintained until the next shift starts.

Please note, this frequency will change with the inclusion of smart restroom technology in June.

- Clean and sanitize toilets, urinals, sinks, mirrors, countertops, and floors.
- Restock supplies (paper towels, toilet paper, soap).
- Empty trash.
- Clean and shine stainless steel.

Hallways:

Tasks:

- Dust mop and spot mop floors.
- Clean gate ramps (sweep, mop, remove debris).

3.3 TSA Areas:

2nd Floor Restrooms and Showers:

Tasks: Deep cleaned at the beginning of every shift and then maintained until the next shift starts.

Please note, this frequency and area will change with the opening of the north concourse in June.

- Clean and sanitize toilets, urinals, sinks, showers, and floors.
- Restock supplies (paper towels, toilet paper and soap)
- Empty trash
- Clean and shine stainless steel

TSA Hallways and Stairwells:

Tasks: Please note, this frequency and area will change with the opening of the north concourse in June.

- Sweep and mop floors and stairwells.

- Vacuum rugs.
- Wipe down handrails.

TSA Breakrooms:

Tasks: Please note, this frequency and area will change with the opening of the north concourse in June.

- Clean and sanitize surfaces.
- Empty trash.
- Sweep and mop floors.

TSA Checkpoint Areas:

Tasks: Please note, this frequency and area will change with the opening of the north concourse in June.

- Sweep, mop, and detail clean checkpoint lanes and areas where TSA guards sit.
- Empty trash placed in hallways.

3.4 Administrative and Support Buildings for FAA Offices:

Tasks: Please note, this frequency and area will change with the opening of the north concourse in June.

- Empty trash.
- Vacuum carpets.
- Clean restrooms (toilets, urinals, sinks).

Airline Offices:

Tasks:

- Empty trash.
- Vacuum carpets.
- Clean restrooms.
- Frequency: Also, detail clean Tuesday through Thursday.

OPS Trailer, Finance Trailer, Board Room Trailer, Maintenance Building, DPS Building:

Tasks:

- Empty trash from offices, restrooms, breakrooms, and other areas.
- Vacuum carpets and mats.
- Mop restrooms, breakrooms, and main floors.
- Clean glass in hallways and windows.
- Wipe down tables, counters, and equipment.
- Maintain supply room organization.

3.5 Exterior Areas:

Walkways

Tasks: - Please note, these areas are subject to change according to the airport modernization project, as needed.

- Sweep and remove debris using a leaf blower or broom.
- Empty all trash cans and ashtrays along walkways
- Empty all dog waste stations along walkways

3.6 New Central Energy Plant (CEP):

Tasks:

- Empty trash cans
- Clean restrooms

- Clean all floors

Smoking Hut:

Tasks:

- Empty trash cans
- Clean as needed.

Rental Car Trailers:

Tasks:

- Clean restrooms (toilets, sinks, floors).
- Sweep and mop floors.
- Empty trash.
- Vacuum rugs.
- Frequency: 3 times daily.

3.7 Floor Care:

- Please note that the autonomous Cenobot floor sweeper and scrubber will be in place for the north concourse and will change some of the methods of operations listed here.

Tasks:

- Dust mop and scrape all floors on main side and secure side.
- Rinse/mop edges and under seating areas and stands.
- Scrub floors:
 - Main side: Use light blue pads.
 - Baggage claim and secure side: Use pink diamond pads.

- TSA areas: Use diamond pads for detail cleaning.
- Frequency: Nightly during 3rd shift (8:30 PM - 5:00 AM).

3.8 Deep Cleaning and Sanitizing:

Tasks:

- Use KAIVAC machine on two restrooms per night.
- Detail clean all remaining restrooms nightly without KAIVAC.
- Frequency: Nightly during 3rd shift.

3.9 Additional Tasks:

Tasks:

- Empty water dump station at TSA check-in daily.
- Check and clean MAMAVA pod daily.
- Wipe down keypads on badge readers daily.
- Spot clean windows and glass doors as needed.
- Dust white defibrillator boxes, rate-us tablets, and wall fixtures daily.
- Prime soap dispensers as needed.
- Wash rags, mops, and dust mops as needed.
- Respond to spills or messes as needed.
- Frequency: As specified.

3.10 Weekly Tasks

Day	Task	
-----	-----	
Monday	Mop baseboards	
Tuesday	Dust all defibrillator boxes	

- | Wednesday | High dust all areas|
- | Thursday | Polish all stainless steel throughout airport|
- | Friday | Wipe down window ledges|
- | Everyday | Spot clean all windows|
- | Sunday | Vacuum elevator track |

4. Standards and Quality Control:

- Restrooms: No fecal matter, urine, or stains shall be present on toilets, urinals, or walls; floors should be swept and mopped, free of debris; mirrors, countertops, and fixtures cleaned and scrubbed; all restrooms fully stocked with supplies.
- Floors: Swept and scrubbed, edges rinsed, free of debris, dust, scuff marks, stickers, or gum.
- Windows and Glass: Free of fingerprints and spots.
- Seating Areas: Chairs wiped down, carpets vacuumed, trash emptied, free of debris.
- Trash: All cans emptied, including seating areas, ticket counters, TSA areas, and offices.
- Verification: Regular inspections by supervisors and managers will ensure compliance with these standards.

5. General Procedures and Safety:

- Use wet floor signs during and after floor cleaning; remove when floors are dry.
- Do not leave plungers or cleaning equipment in public areas.
- Use only approved chemicals; never mix chemicals.
- All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period.
- Check email daily before shifts for updates or instructions.
- Report inaccessible areas to supervisors for logging.

6. Resources:

Contractor will provide all necessary equipment and supplies, including:

Cell work phones, computers or any other communication or office items needed by their staff.

7. Constraints and Assumptions:

- Constraints: Services must minimize disruption to passengers and staff, especially during high-traffic periods.

- Assumptions: Airport authority will provide access to all areas; schedules may adjust based on flight operations and the opening of the north concourse in June.

8. Acceptance Criteria:

Services are deemed acceptable when all tasks meet the specified standards, verified through regular inspections and feedback from airport staff. Documented and completed Duty Sheets and issue reports will be maintained for accountability by airport staff.

Exhibit B

Pricing & Payment Terms and Conditions and Other Instructions

Pricing: Subject to and in consideration of Contractor's performance of the Services in accordance with the terms and conditions set forth in the Agreement and Exhibit A, Client agrees to pay to Contractor the following amounts during the Term of the Agreement and in accordance with the "Payment Terms" section below:

Annual Service Cost:

Administrative/Engineering Buildings Only: \$75,180.00

Terminal/Concourse Cleaning: \$815,334.00

Total: \$890,514.00

Monthly Service Cost:

Administrative/Engineering Buildings Only: \$6,265.00

Terminal/Concourse Cleaning: \$67,944.50

Total: \$74,209.50

For each year subsequent to the first year of the Term of the Agreement, the Annual Service Cost shall increase by the current Consumer Price Index for All Urban Consumers ("CPI-U") or three percent (3%), whichever is lesser.

Payment Terms: The Service Cost for each year during the Term shall be invoiced by Contractor to Client in equal monthly installments. Each invoice shall be due and payable within 30 days of receipt.

Credit Limit: To be Determined

Other Instructions: To be determined

Exhibit C

Contractor shall secure and maintain, for the duration of this agreement, the following coverages:

- A) Worker's Compensation - Statutory Limits, or a qualified self-insurance program
Employer's Liability - limits of \$1,000,000 each occurrence
- B) Comprehensive Automobile Liability Insurance with limits no less than \$1,000,000 and one accident, CSL, bodily injury, and property damage
- C) Comprehensive General Liability, including Personal Injury Liability and Contractual Liability with limits no less than \$1,000,000 CSL, bodily injury, and property damage, annual aggregate \$2,000,000
- D) Umbrella Excess Liability excess of the above liability insurance with per occurrence limits no less than \$5,000,000 combined single limit bodily injury, property damage, and personal injury






Budd Group Service Agreement Updated 060525

Final Audit Report

2025-06-05

Created:	2025-06-05
By:	Kerry Boner (kboner@buddgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEeDT3lqlnkNVGelki2lBY2NUgnEnET95

"Budd Group Service Agreement Updated 060525" History

-  Document created by Kerry Boner (kboner@buddgroup.com)
2025-06-05 - 12:23:16 PM GMT- IP address: 12.176.74.2
-  Document emailed to Jon Larsen (jlarsen@buddgroup.com) for signature
2025-06-05 - 12:23:21 PM GMT
-  Email viewed by Jon Larsen (jlarsen@buddgroup.com)
2025-06-05 - 12:39:33 PM GMT- IP address: 66.249.88.1
-  Document e-signed by Jon Larsen (jlarsen@buddgroup.com)
Signature Date: 2025-06-05 - 12:39:57 PM GMT - Time Source: server- IP address: 70.61.222.210
-  Agreement completed.
2025-06-05 - 12:39:57 PM GMT



MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Director of Finance and Accounting

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item H

Preliminary Approval of the Authority's Amended Ordinance of Airline Rates, Fees and Charges for the Asheville Regional Airport.

BACKGROUND

The Authority Board established airline rates, fees and charges by ordinance in 2016. Ordinance No. 201601-11, and a Schedule of Airline Rates, Fees and Charges for FY2025-2026 was adopted by the Authority Board on April 11, 2025, in preparation for the upcoming FY2025-2026 budget.

The terminal construction includes the completion of two baggage carousels during Phase 2, with plans to add a third carousel in the future. Recently, it was determined the third carousel will be needed sooner than previously planned and the airlines have requested that this carousel be installed during Phase 2. To cover this increased cost, the airlines have agreed to have the cost added to the airline rates, fees and charges over a three-year period. The airlines have been presented with the revised airline rates, fees and charges.

ISSUES

The Authority's ordinance process requires a public hearing prior to adoption of these new rates.

ALTERNATIVES

None recommended.



FISCAL IMPACT

The revised rates are higher overall to provide adequate revenue to cover the additional cost of the third baggage carousel. The rate per bag increased from \$2.50 to \$3.12 and the baggage make-up & claim fee per airline increased from \$55,793 to \$69,543. This results in an average cost per enplanement from \$10.54 to \$10.94.

RECOMMENDED ACTION

It is respectfully requested that the Greater Asheville Regional Airport Authority Board resolve to (1) consider and approve the revised Airline Rates, Fees and Charges; (2) schedule a public hearing and accept public comment on the revised Airline Rates, Fees and Charges; and (3) following the minimum period for public comment and public hearing, adopt the Airline Rates, Fees and Charges for FY2025/2026 at the next scheduled Authority Board meeting.

GREATER ASHEVILLE REGIONAL AIRPORT AUTHORITY

AMENDED ORDINANCE NO. 201601-11(a)

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

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

Section 1. CITATION.

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

Section 2: FINDINGS.

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

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

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

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

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

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

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

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

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

Section 3. PURPOSE AND SCOPE

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

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

Section 4. EFFECTIVE DATE

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

Section 5. DEFINITIONS

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

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

5.3 [RESERVED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. RATE MAKING METHODOLOGY

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

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

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

6.4 Terminal Building Operating Requirement.

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

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

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

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

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

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

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

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

6.5 Airfield Area Operating Requirement.

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

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

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

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

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

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

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

6.5.4 [RESERVED]

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

6.5.6 [RESERVED]

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

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

Section 7. RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

Section 8. SCHEDULE OF RATES, FEES AND CHARGES

8.1 The Authority's 2025-2026 Schedule of Rates, Fees and Charges effective August 8, 2025 is attached hereto and incorporated herein by reference as Exhibit A.

Section 9. PAYMENT OF RENTALS, FEES AND CHARGES

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. PENALTIES AND ENFORCEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. SEVERABILITY

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

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

Section 12. AMENDMENT.

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

ADOPTED THIS the __ day of _____, 2025, after due notice and a public hearing, by the Greater Asheville Regional Airport Authority.

**GREATER ASHEVILLE REGIONAL
AIRPORT AUTHORITY**

By: _____
Brad Galbraith, Chair

ATTEST:

Ellen M. Heywood, Clerk to the Board

Exhibit A

Asheville Regional Airport

2025-2026 Fiscal Year

Schedule of Rates, Fees and Charges

SUMMARY TABLE**RESULTS**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Signatory Airline Rates & Charges:</u>			
Terminal Building Rental Rate (per s.f.) ¹	\$87.67	\$148.09	\$191.06
Terminal Rental Rate - Preferential Space (per s.f.) ¹		\$87.67	\$148.09
Passenger-Related Security Fee (per EP)	\$0.82	\$1.01	\$1.55
Landing Fee (per 1,000-lbs)	\$2.55	\$3.27	\$3.01
Ticket Counter & Queue Fee (per EP-unassigned)	\$0.40	\$0.51	\$0.78
Baggage Make-Up & Claim Fee (per bag)	\$1.22	\$1.63	\$3.12
Baggage Make-Up & Claim Fee (per airline)	\$24,051	\$40,629	\$69,543
Gate Area Charge per (enplaned pax)	\$1.33	\$1.71	\$2.64
Gate Area Fee (per airline)	\$61,440	\$103,788	\$133,905
Ramp Fee (per depart.)	\$0.00	\$7.30	\$7.05
 <u>Turn Fees ²</u>			
Per Turn Fee for Exempt Carriers (0-70 seats)	\$529.00	\$704.00	\$756.00
Per Turn Fee for Exempt Carriers (71-135 seats)	\$610.00	\$813.00	\$872.00
Per Turn Fee for Exempt Carriers (136+ seats)	\$712.00	\$948.00	\$1,018.00
 Average AVL CPE	 \$6.50	 \$7.95	 \$10.94

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

For FY2026, Terminal Rental Rate for Airline Preferential Space will be FY2025 rate

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

Table 1**AVIATION ACTIVITY**

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Enplaned Passengers:</u>			
Allegiant	450,000	550,000	550,000
American	270,000	400,000	290,000
Delta	230,000	290,000	195,000
Jet Blue	4,500	12,000	15,000
Sun Country	15,500	15,000	0
Spirit	0	0	0
United	80,000	108,000	100,000
Total	1,050,000	1,375,000	1,150,000
<u>Estimated Checked Bags:</u>			
Allegiant	149,568	184,987	230,700
American	104,656	149,911	95,060
Delta	142,870	169,021	127,000
Jet Blue	1,675	3,000	0
Sun Country	5,425	5,425	0
Spirit	0	0	0
United	41,821	52,727	52,800
Total	446,015	565,071	505,560
<u>Departures:</u>			
Allegiant	3,006	3,436	3,635
American	3,394	4,910	5,360
Delta	2,552	3,145	3,200
Jet Blue	56	130	150
Sun Country	104	104	0
Spirit	0	0	0
United	1,311	1,977	1,835
Total	10,423	13,702	14,180
<u>Landed Weight (1,000-lb units):</u>			
Allegiant	428,913	487,875	510,000
American	324,000	474,600	348,000
Delta	265,000	327,374	325,000
Jet Blue	5,455	13,696	18,000
Sun Country	15,000	15,000	0
Spirit	0	0	0
United	91,000	139,876	115,000
Total	1,129,368	1,458,421	1,316,000

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

	2024	2025	2026
<u>Preferential Space:</u> ¹			
Allegiant	1,396	1,396	1,858
American	2,436	2,436	2,436
Delta	2,609	2,609	2,609
JetBlue	330	330	330
Sun Country	267	267	0
United	1,350	1,350	1,350
CRJ	462	462	0
Total Preferential Space	8,850	8,850	8,583
<u>Joint Use Space:</u>			
Baggage Make-Up	3,192	3,192	3,192
Baggage Claim	4,124	4,124	4,124
Gates 1-3 Holdroom	8,517	8,517	8,517
Gates 4-7 Holdroom	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	3,421	3,421	3,421
Total Joint Use Space	26,005	26,005	26,005
Total Airline Rented	34,855	34,855	34,588
<u>Other Rentable:</u>			
Ticket Counter (unassigned)	472	472	472
Queue (unassigned)	740	740	740
Vacant Airline Preferential Space	785	785	1,052
Concession Space	13,775	13,775	13,775
FAA Tower & Related Office Space	4,374	4,374	4,374
TSA Offices & Breakroom	1,933	1,933	1,933
TSA Passenger Security Screening	4,891	4,891	4,891
TSA Offices Adjacent to Passenger Screening	396	396	396
Total	27,366	27,366	27,633
Total Rentable Space	62,221	62,221	62,221
Public and Other Areas	45,628	45,628	45,628
Total Terminal Space	107,849	107,849	107,849

Note: Amounts may not add due to rounding.

¹ Includes ticket counter, queue, and office space.

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Depreciation:</u> ¹				
Gross Depreciation		\$5,400,000	\$8,200,000	\$8,300,000
Less: Grant & PFC Amortization		(3,800,000)	(3,800,000)	(3,800,000)
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>By Cost Center (%):</u>				
Airfield Area	[B]	14.0%	14.0%	14.0%
Terminal Building	[C]	30.0%	30.0%	30.0%
Parking, Roadway, and Ground Trans.	[D]	33.0%	33.0%	33.0%
General Aviation Area	[E]	16.0%	16.0%	16.0%
Other Area	[F]	7.0%	7.0%	7.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$224,000	\$616,000	\$630,000
Terminal Building	[A*C]	480,000	1,320,000	1,350,000
Parking, Roadway, and Ground Trans.	[A*D]	528,000	1,452,000	1,485,000
General Aviation Area	[A*E]	256,000	704,000	720,000
Other Area	[A*F]	112,000	308,000	315,000
Net Depreciation	[A]	\$1,600,000	\$4,400,000	\$4,500,000
<u>Amortization:</u>				
Gross Amortization		\$242,056	\$242,056	\$242,056
Less: Grant & PFC Amortization		(162,475)	(162,475)	(162,475)
Net Amortization	[G]	\$79,581	\$79,581	\$79,581

Table 3

DEPRECIATION, AMORTIZATION, & CAPITAL OUTLAY

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>By Cost Center (%):</u>				
Airfield Area	[H]	100.0%	100.0%	100.0%
Terminal Building	[I]	0.0%	0.0%	0.0%
Parking, Roadway, and Ground Trans.	[J]	0.0%	0.0%	0.0%
General Aviation Area	[K]	0.0%	0.0%	0.0%
Other Area	[L]	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[G*H]	\$79,581	\$79,581	\$79,581
Terminal Building	[G*I]	0	0	0
Parking, Roadway, and Ground Trans.	[G*J]	0	0	0
General Aviation Area	[G*K]	0	0	0
Other Area	[G*L]	0	0	0
Net Amortization	[G]	\$79,581	\$79,581	\$79,581
<u>Capital Outlay:</u>				
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000
<u>By Cost Center (%):</u>				
Airfield Area	[N]	50.0%	50.0%	50.0%
Terminal Building	[O]	50.0%	50.0%	50.0%
<u>By Cost Center:</u>				
Airfield Area	[M*N]	\$50,000	\$50,000	\$50,000
Terminal Building	[M*O]	50,000	50,000	50,000
Capital Outlay	[M]	\$100,000	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 4

OPERATION AND MAINTENANCE EXPENSES

(Fiscal Years Ending June 30)

		Budget	Budget	Budget
		2024	2025	2026
<u>By Category:</u>				
Personnel Services		\$10,684,903	\$13,637,208	\$13,728,454
Professional Services		\$701,700	\$887,030	\$1,125,335
Utilities		\$495,565	\$628,010	\$545,375
Promotional Activities		\$337,600	\$464,000	\$375,725
Maintenance and Repairs		\$304,700	\$562,000	\$574,500
Contracted Services		\$2,214,305	\$3,605,987	\$4,643,913
Insurance Expense		\$398,607	\$480,000	\$772,318
Materials and Supplies		\$656,890	\$828,385	\$767,224
Other Expenses		\$540,545	\$665,714	\$633,909
Total O&M Expenses	[A]	\$16,334,815	\$21,758,334	\$23,166,753
<u>By Cost Center (%):</u>				
Airfield Area	[B]	26.0%	25.6%	25.1%
Terminal Building	[C]	45.9%	44.8%	43.7%
Parking, Roadway, and Ground Trans.	[D]	14.6%	16.3%	18.4%
General Aviation Area	[E]	9.7%	9.5%	9.3%
Other Area	[F]	3.9%	3.7%	3.5%
Total		100.0%	100.0%	100.0%
<u>By Cost Center:</u>				
Airfield Area	[A*B]	\$4,245,524	\$5,571,814	\$5,815,618
Terminal Building	[A*C]	7,492,146	9,754,558	\$10,120,453
Parking, Roadway, and Ground Trans.	[A*D]	2,377,810	3,553,914	\$4,269,721
General Aviation Area	[A*E]	1,587,389	2,064,126	\$2,153,837
Other Area	[A*F]	631,946	813,922	\$807,124
Total O&M Expenses	[A]	\$16,334,815	\$21,758,334	\$23,166,753

Note: Amounts may not add due to rounding.

Table 5

LANDING FEE AND REVENUE

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airfield Requirement:</u>				
O&M Expenses		\$4,245,524	\$5,571,814	\$5,815,618
Less: Deicing Chemicals		(40,000)	(40,000)	(40,000)
O&M Reserve Requirement		348,805	663,145	121,902
Net Depreciation		224,000	616,000	630,000
Net Amortization		79,581	79,581	79,581
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$4,907,910	\$6,940,539	\$6,657,101
<u>Landing Fee Credits:</u>				
Non-Airline Revenue	[B]	\$115,000	\$115,000	\$115,000
Other	[C]	0	0	0
Total Credits	[D=B+C]	\$115,000	\$115,000	\$115,000
Net Landing Fee Requirement	[E=A-D]	\$4,792,910	\$6,825,539	\$6,542,101
Airline Landed Weight	[F]	1,129,368	1,458,421	1,316,000
Airline Landing Fee (pre-Revenue Share)	[G=E/F]	\$4.24	\$4.68	\$4.97
Revenue Share Credit	[H]	\$1,917,078	\$2,050,644	\$2,587,310
Adjusted Airline Net Requirement	[I=E-H]	\$2,875,832	\$4,774,896	\$3,954,791
Airline Landing Fee	[J=I/F]	\$2.55	\$3.27	\$3.01
Airline Landing Fee Revenue	[K=F*J]	\$2,875,832	\$4,774,896	\$3,954,791

Note: Amounts may not add due to rounding.

Table 6

TERMINAL RENTAL RATE AND REVENUE

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Terminal Requirement:</u>				
O&M Expenses		\$7,492,146	\$9,754,558	\$10,120,453
O&M Reserve Requirement		588,012	1,131,206	182,947
Net Depreciation		480,000	1,320,000	1,350,000
Net Amortization		0	0	0
Capital Outlay		50,000	50,000	50,000
Debt Service		0	0	4,258,836
Debt Service Coverage (25%)		0	0	1,064,709
Total Requirement	[A]	\$8,610,158	\$12,255,765	\$17,026,946
<u>Terminal Credits:</u>				
Passenger-Related Security Charges		\$857,503	\$1,393,130	\$1,787,906
AirIT Landside Expenses		16,463	16,463	16,463
Loading Bridge or Ramp Fees		0	100,000	100,000
Total Terminal Credits	[B]	\$873,966	\$1,509,593	\$1,904,369
Net Requirement	[C=A-B]	\$7,736,191	\$10,746,172	\$15,122,577
Rentable Space (s.f.)	[D]	62,221	62,221	62,221
Terminal Rental Rate	[E=C/D]	\$124.33	\$172.71	\$243.05
Airline Rented Space (s.f.)	[F]	34,855	34,855	34,588
Airline Requirement	[G=E*F]	\$4,333,665	\$6,019,797	\$8,406,482
Revenue Share Credit	[H]	\$1,278,052	\$858,071	\$1,797,961
Adjusted Airline Requirement	[I=G-H]	\$3,055,613	\$5,161,727	\$6,608,521
Airline Rented Preferential Space (s.f.)	[F]	8,850	8,850	8,583
Adjusted Airline Terminal Rate	[J=I/F]	\$87.67	\$148.09	\$191.06
Airline Terminal Rentals (Preferential Space)	[K=F*J]	\$775,848	\$1,310,609	\$1,639,902

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Ramp Fee</u>				
Operating Expenses ¹		\$0	\$100,000	\$100,000
Capital Outlay		0	0	0
Debt Service		0	0	0
Debt Service Coverage (25%)		0	0	0
Total Requirement	[A]	\$0	\$100,000	\$100,000
Total Departures	[B]	10,423	13,702	14,180
Ramp Fee (per Departure)	[C=A/B]	\$0.00	\$7.30	\$7.05
Total Loading Bridge Revenue	[D=B*C]	\$0	\$100,000	\$100,000

Note: Amounts may not add due to rounding.

Table 6B

JOINT USE CHARGES

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Joint Use Space (s.f.):</u>				
Baggage Make-Up	[B1]	3,192	3,192	3,192
Baggage Claim	[B2]	4,124	4,124	4,124
Gates 1-3 Holdroom	[C1]	8,517	8,517	8,517
Gates 4-7 Holdroom	[C2]	6,751	6,751	6,751
Gates 4-7 Secure Enplanement Corridor	[C23]	3,421	3,421	3,421
Joint Use Space		26,005	26,005	26,005
Baggage Make-Up & Claim Requirement	[D=A*(B1+B2)]	\$641,367	\$1,083,437	\$1,397,824
PLUS:				
Supply Costs - Bag Tags		\$0	\$130,000	\$90,000
3rd Bag Carousel Capital Cost (1/3)				\$366,667
Total Baggage Make-Up & Claim Requirement		\$641,367	\$1,213,437	\$1,854,491
Gate Areas Requirement	[E=A*(C1+C2+C3)]	1,638,398	2,767,681	3,570,795
Total Joint Use Requirement	[G=D+E+F]	\$2,921,132	\$5,194,554	\$5,425,286
<u>Baggage Make-Up & Claim:</u>				
Baggage Make-Up & Claim Requirement (85%)	[H=D*0.85]	\$545,162	\$920,921	\$1,576,317
Checked Bags	[I]	446,015	565,071	505,560
Baggage Make-Up & Claim Fee (per bag)	[J=H/I]	\$1.22	\$1.63	\$3.12
Baggage Make-Up & Claim Requirement (15%)	[K=D*0.15]	\$96,205	\$162,516	\$278,174
Number of Airlines	[L]	4	4	4
Baggage Make-Up & Claim Fee (per airline)	[M=K/L]	\$24,051	\$40,629	\$69,543
<u>Gate Area:</u>				
Gate Area Requirement (85%)	[N=E*85%]	\$1,392,638	\$2,352,529	\$3,035,175
Enplaned Passengers	[O]	1,050,000	1,375,000	1,150,000
Gate Area Charge per (enplaned pax)	[P=N/O]	\$1.33	\$1.71	\$2.64
Gate Area Requirement (15%)	[Q=E*15%]	\$245,760	\$415,152	\$535,619
Number of Airlines	[L]	4	4	4
Gate Area Fee (per airline)	[R=Q/L]	\$61,440	\$103,788	\$133,905
Total Joint Use Revenue	[G]	\$2,279,765	\$3,851,118	\$5,425,286

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

		2024	2025	2026
Adjusted Signatory Airline Terminal Rate	[A]	\$87.67	\$148.09	\$191.06
<u>Ticket Counter and Queue Space (s.f.):</u>				
Ticket Counter		1,731	1,731	1,731
Queue Space		2,865	2,865	2,865
Ticket Counter and Queue Space	[B]	4,596	4,596	4,596
Ticket Counter and Queue Space Requirement	[C=A*B]	\$402,915	\$680,628	\$878,130
AirIT Landside Expenses	[D]	16,463	16,463	16,463
Ticket Counter and Queue Requirement	[E=C+D]	\$419,378	\$697,091	\$894,593
Enplaned Passengers	[F]	1,050,000	1,375,000	1,150,000
Ticket Counter & Queue Fee (unassigned)	[G=E/F]	\$0.40	\$0.51	\$0.78
Enplaned Passenger Use	[H]	0	0	0
Ticket Counter & Queue Fees (unassigned)	[I=G*H]	\$0	\$0	\$0

Note: Amounts may not add due to rounding.

Table 7**PASSENGER-RELATED SECURITY CHARGE**

(Fiscal Years Ending June 30)

		2024	2025	2026
Personnel-Related Security Cost	[A]	\$1,935,605	\$2,167,975	\$2,215,894
<u>Officer Deployment Hours:</u>				
Total Hours (17 Officers at 42 hrs/week; 2 officers at 40 hrs/week)		2,174	2,174	2,064
Holiday (11 Holidays)		(198)	(198)	(187)
Vacation (12 Days)		(216)	(216)	(204)
Training (8 hrs per month per officer)		(144)	(144)	(136)
Sick Leave (12 Days Allowed; 9 Days Average Used)		(162)	(162)	(153)
Available Hours/Officer	[B]	1,454	1,454	1,384
Number of Officers	[C]	20	20	19
Total Available Hours	[D=B*C]	29,072	29,072	26,304
Less: Admin Hours Total	[E]	(2,880)	(2,880)	(2,736)
Total Officer Deployment Hours	[F=D-E]	26,192	26,192	23,568
Personnel-Related Security Cost per Hour	[G=A/F]	\$73.90	\$82.77	\$94.02
<u>Passenger-Related Security Charge:</u>				
Terminal Airlines (18 hrs/day Security Checkpoint)		\$485,527	\$543,815	\$583,412
Contract Security - Exit Lane & Employee Screening		\$60,000	\$55,000	\$235,000
Supply Costs - Boarding Passes, etc.		\$0	\$70,000	\$35,000
Less: TSA Reimbursement		(116,800)	0	0
Net Personnel-Related Costs	[H]	\$428,727	\$668,815	\$853,412
TSA Passenger Security Screening Space (s.f.)	[I]	4,891	4,891	4,891
Terminal Rental Rate	[J]	\$87.67	\$148.09	\$191.06
Security Checkpoint Space Costs	[K=I*J]	\$428,776	\$724,315	\$934,494
Passenger-Related Security Charges	[L=H+K]	\$857,503	\$1,393,130	\$1,787,906
Enplaned Passengers	[M]	1,050,000	1,375,000	1,150,000
Passenger-Related Security Charges per Enplaned Passenger	[N=L/M]	\$0.82	\$1.01	\$1.55
Passenger-Related Security Charges	[O=M*N]	\$857,503	\$1,393,130	\$1,787,906

Note: Amounts may not add due to rounding.

Table 8**COST PER ENPLANED PASSENGER**

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Airline Revenue:</u>				
Terminal Rentals		\$3,055,613	\$4,627,010	\$6,696,376
Boarding Bridge or Ramp Fees		0	100,000	100,000
Landing Fees		2,875,832	4,774,896	3,954,791
Unassigned Ticket Counter Charges		0	0	0
Passenger Related Security Charges		857,503	1,393,130	1,787,906
Deicing Chemicals		40,000	40,000	40,000
Total	[A]	\$6,828,948	\$10,935,035	\$12,579,073
Enplaned Passengers	[B]	1,050,000	1,375,000	1,150,000
Cost Per Enplaned Passenger	[C=A/B]	\$6.50	\$7.95	\$10.94

Note: Amounts may not add due to rounding.

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

(Fiscal Years Ending June 30)

		2024	2025	2026
<u>Per Turn Requirement:</u>				
Joint Use Cost ¹		\$2,921,132	\$5,194,554	\$5,425,286
Loading Bridge or Ramp Cost		0	100,000	100,000
Unassigned Ticket Counter Cost		419,378	697,091	894,593
Passenger Related Security Charge Cost		857,503	1,393,130	1,787,906
Deicing Chemicals Cost		40,000	40,000	40,000
Total	[A]	\$4,238,014	\$7,424,776	\$8,247,784
Total Departures	[B]	10,423	13,702	14,180
Average Per Turn Cost	[C=A/B]	\$406.60	\$541.88	\$581.65
Per Turn Fee for Exempt Carriers (0-70 seats)	[D=C*130%]	\$529.00	\$704.00	\$756.00
Per Turn Fee for Exempt Carriers (71-135 seats)	[E=C*150%]	\$610.00	\$813.00	\$872.00
Per Turn Fee for Exempt Carriers (136+ seats)	[F=C*175%]	\$712.00	\$948.00	\$1,018.00

Note: Amounts may not add due to rounding.



MEMORANDUM

TO: Members of the Airport Authority

FROM: Christina M. Madsen, Vice President - Business Development & Properties

DATE: June 13, 2025

ITEM DESCRIPTION – New Business Item I

Approval of a Reimbursement Agreement with Signature Flight Support LLC., and the Greater Asheville Regional Airport Authority.

BACKGROUND

Signature Flight Support LLC., ("Signature") is required to ensure their leasehold ramp areas are maintained and rehabilitated throughout their lease term. The Authority is planning to rehabilitate an adjacent aircraft parking ramp and the parties agree that the work shall be completed by one entity to ensure transition areas between the ramps are phased to have reduced impacts to customers. Therefore, the Authority is planning to complete the project for the entire ramp area and Signature has agreed to reimburse the Authority for its portion of the work it would have completed.

Signature completed a preliminary cost analysis for the construction of their portion of the ramp rehabilitation project which is \$798,955.00.

The Authority is planning to increase the ramp pavement strength on the entire ramp area. Staff will come back to the board at a future date with the entire project cost which will be more than the amount being reimbursed by Signature to the Authority.

Following final completion of the Authority improvements, Signature will reimburse the Authority \$798,955.00. The area shown on the attached Exhibit A depicts the areas of responsibility for Signature and the Authority.

ISSUES

None.



ALTERNATIVES

None.

FISCAL IMPACT

Signature will reimburse the Authority \$798,955.00. for the ramp rehabilitation project.

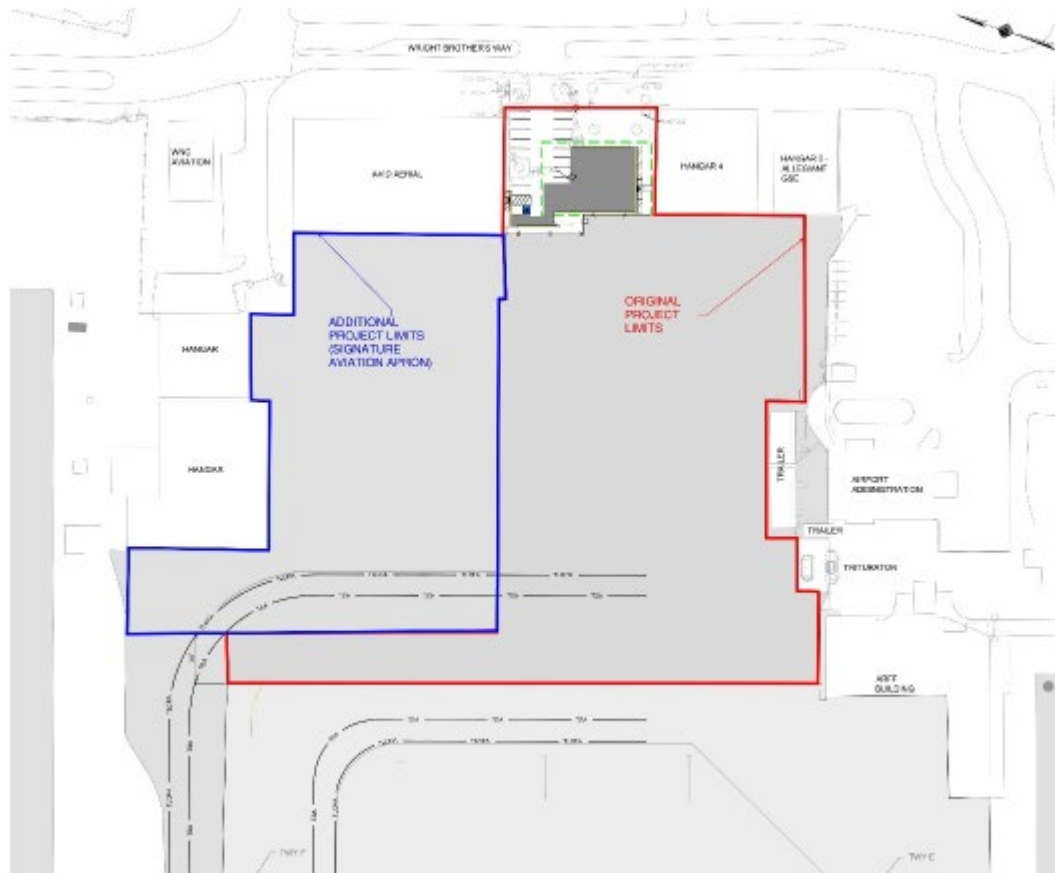
RECOMMENDED ACTION

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

Attachment



EXHIBIT A



REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT ("Agreement") is dated this ____ day of _____, 2025 (the "Effective Date") 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 owner and operator of the Asheville Regional Airport and Signature Flight Support LLC, a Delaware limited liability company ("Signature"). Authority and Signature are sometimes hereinafter collectively referred to as the "Parties", and each individually as a "Party".

RECITALS

WHEREAS, Authority and Signature entered into that certain Fixed Base Operator Lease Assignment, Assumption, and Consent Agreement dated December 14, 2017, (the "Assignment"); and,

WHEREAS, Signature assumed the Fixed Base Operator Lease Agreement between Landmark Aviation and the Authority, effective February 19, 2011 (the "Lease"); and,

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

WHEREAS, in December, 2019, Signature Flight Support Corporation restructured to Signature Flight Support LLC, which was acknowledged by the Authority in October, 2022; and,

WHEREAS, Authority and Lessee entered into Amendment No. 1 effective March 1, 2020; Amendment No. 2 effective August 12, 2022; Amendment No. 3 effective November 8, 2024; and,

WHEREAS, Signature is required to rehabilitate the aircraft parking ramp on Signature's leasehold (the "Signature Ramp Improvements"); and,

WHEREAS, Authority is planning to rehabilitate an adjacent aircraft parking ramp and the Parties agree that the work shall be completed by one entity to ensure strength of the pavement integrity and the phasing of the project has reduced impacts to customers; and,

WHEREAS, the Parties agree for phasing and construction purposes, the Authority will perform the reconstruction of the areas depicted as Signature Ramp Improvements, the Authority Ramp Improvements, and the Transition Area Improvements, on the attached **Exhibit "A"** incorporated herein; and,

WHEREAS, the cost of the Signature Ramp Improvements are expected to be a total of Seven Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five, and 00/100 Dollars (\$798,955.00) as shown on **Exhibit "B"** attached hereto and incorporated herein. Signature has already agreed to reimburse the Authority for one half of the transition area adjacent to and partially on Signature's leasehold (the "Transition Area Improvements") in an amount up to \$250,000.00 as outlined in Amendment No. 3, effective November 8, 2024.

WHEREAS, Authority has agreed to construct the Signature Ramp Improvements on Signature's leasehold, subject to the terms of this Agreement; and

WHEREAS, Signature has agreed to reimburse Authority the full amount of the Signature Ramp Improvement Costs as shown on the attached **Exhibit "B"**.

NOW, THEREFORE, in consideration of the premises, promises and mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Recitals Incorporated; Capitalized Terms.** The foregoing recitals are incorporated as if fully set forth herein. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Signature Ramp Improvements by Authority.** Notwithstanding anything to the contrary contained in the Lease, in connection with the Authority's Ramp Rehabilitation Project, Authority shall construct, or cause to be constructed, at Signature's sole cost and expense, the Signature Ramp Improvements provided to the Authority at ninety percent design and costs shown on Exhibit B. Authority may in its sole discretion increase the pavement strength above and beyond the plans Signature is required to complete. In the event the Authority determines to increase the pavement strength, it shall do so at its own cost and expense.

(a) **Permits; Workmanlike Manner.** Authority, through its contractor, shall be responsible to obtain all permits and approvals that may be necessary and comply with all applicable laws, and ensure that all contractors, subcontractors, employees, agents and laborers conduct themselves in a good and workmanlike manner.

3. **Costs; Reimbursement.**

(a) **Signature Ramp Improvements.** Signature shall reimburse Authority for the Signature Ramp Improvements, equaling Seven Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five, and 00/100 Dollars (\$798,955.00).

(b) **Transition Area Improvements.** Signature shall reimburse Authority for one half of the total cost the Transition Area Improvements for a not-to-exceed amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

(c) **Reimbursement.** Following completion of the Signature Ramp Improvements by the Authority and the Transition Area Improvements and receipt of a final invoice/bill therefor, Authority shall notify Signature in writing, which written notice shall set forth the actual amount of the Signature Ramp Improvements, and include a copy of all invoices/bills, to the extent not already provided to Signature, in reasonable detail ("Reimbursement Notice"). Within thirty (30) days of Signature's receipt of the Reimbursement Notice, Signature shall reimburse the Authority for the Signature Ramp Improvements in the amount of Seven Hundred Ninety-Eight Thousand Nine Hundred Fifty-Five, and 00/100 Dollars (\$798,955.00) and one half of the Transition Area Improvements, up to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)..

4. **Interpretation.**

(a) **Headings.** All paragraph captions/headings in this Agreement are for convenience only and do not in any way define, limit, amplify or describe the scope of the provisions hereof and shall not be utilized to interpret the provisions of this Agreement.

(b) **Waiver.** A waiver of any default under this Agreement must be in writing, and no such waiver shall be implied from any omission by Authority to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provisions of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provisions or any other term or provision contained herein. The consent or approval by Authority shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act or request.

(c) **Amendment.** This Agreement may be amended, modified and supplemented from time to time only by a written instrument, executed by both Authority and Signature.

5. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be construed by and governed in accordance with the laws of the State of North Carolina, applicable to agreements executed and to be performed therein.

(b) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their permitted successors and assigns.

(c) **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. This Agreement may be executed electronically, including by .pdf or facsimile signature, which for all purposes shall be equivalent to an original signature.

(d) **Severability.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

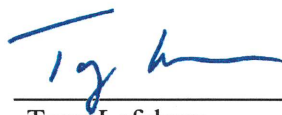
[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have signed this Agreement under seal as of the day and year first above written.

AUTHORITY:
**GREATER ASHEVILLE REGIONAL AIRPORT
AUTHORITY**

By: _____
Name: Lew Bleiweis, A.A.E.
Title: President & CEO

SIGNATURE FLIGHT SUPPORT LLC

By:  _____
Name: Tony Lefebvre
Title: Chief Executive Officer

Approved as to Form:

APPROVED AS TO FORM:

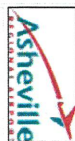
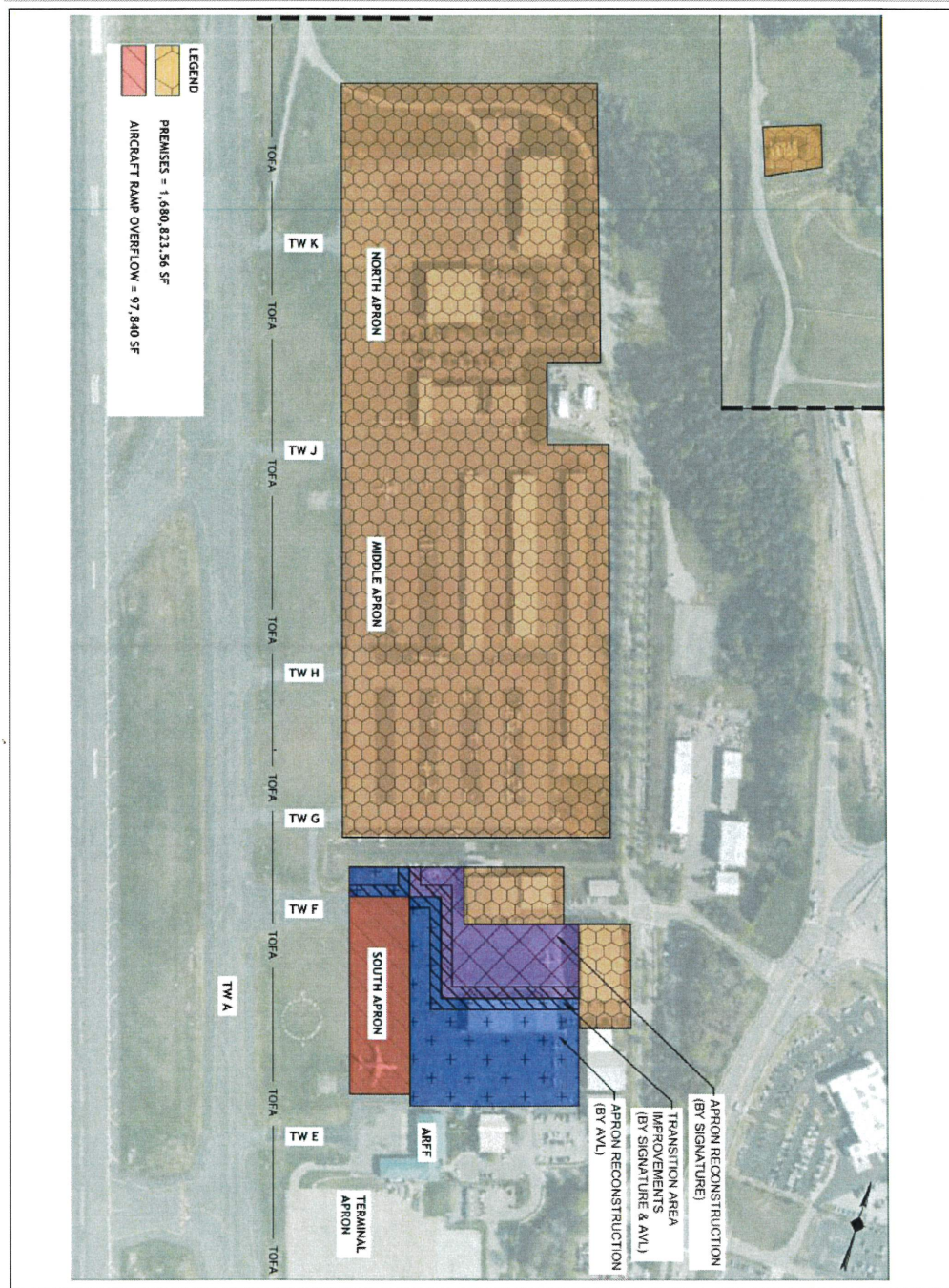


6/5/2025

LEGAL DEPARTMENT

Signature Legal Department

EXHIBIT "A"
Signature Ramp Improvements
Authority Ramp Improvements (Diagram showing each area)



Asheville Regional Airport
EXHIBIT "A"
SIGNATURE RAMP IMPROVEMENTS
AUTHORITY RAMP IMPROVEMENTS (DIAGRAM SHOWING EACH AREA)

EXHIBIT "B" Signature Ramp Improvement Costs

Taxilanes and Aprons Rehabilitation (South)
Signature Flight Support
Asheville Regional Airport (AVL)
Only North Section- Cost Estimate



Item No.	Spec No.	Item Description	Unit	Quantity	Unit Price	Item Total
1	C-100	Contractor Quality Control Program	LS	1	\$20,000.00	\$20,000.00
2	C-102	Temporary Pollution, Erosion, and Siltation Control	LS	1	\$10,000.00	\$10,000.00
3	C-105	Mobilization	LS	1	\$65,000.00	\$65,000.00
4	P-101-1	Cold Milling (varied depth 5"-6.5")	SY	8,325	\$14.00	\$116,550.00
6	P-102	Safety, Security, and Maintenance of Airfield Operations	LS	1	\$20,000.00	\$20,000.00
7	P-103	Survey, Stakeout and As-Built Survey	LS	1	\$10,000.00	\$10,000.00
8	P-209	Crushed Aggregate Base Course	CY	405	\$100.00	\$40,500.00
9	P-401	Asphalt Mix Pavement- (4")	TON	2,060	\$250.00	\$515,000.00
12	P-603	Emulsified Asphalt Tack Coat	GAL	585	\$3.00	\$1,755.00
13		White non-reflective Marking	SF	50	\$3.00	\$150.00
Total:						\$798,955.00

Total Construction Cost: \$798,955.00



MEMORANDUM

TO: Members of the Airport Authority

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

DATE: June 13, 2025

ITEM DESCRIPTION – Information Section Item A

April 2025 Traffic Report – Asheville Regional Airport

SUMMARY

April 2025 overall passenger traffic numbers were down 7.6% compared to the same period last year. Passenger traffic numbers reflect a 7.5% decrease in passenger enplanements from April 2024. Enplanements for Fiscal Year to Date total 846,911 which is a 20.9% decrease over the same period last year.

AIRLINE PERFORMANCE

Allegiant Airlines: Year over Year passenger enplanements for Allegiant in April 2025 were flat. There was 1 flight cancellation for the month.

American Airlines: American's 2025 passenger enplanements represent a 5.0% decrease over the same period last year. There was 1 flight cancellation for the month.

Delta Airlines: Enplanements for Delta in April 2025 decreased by 15.9% compared to April 2024. There were no flight cancellations for the month.

United Airlines: In April 2025, United Airlines saw a decrease in enplanements by 11.5% over the same period last year. There was 1 flight cancellation for the month.

Monthly Traffic Report

Asheville Regional Airport

April, 2025



Category	Apr 2025	Apr 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change	*MOV12-2025	*MOV12-2024	Percentage Change
Passenger Traffic									
Enplaned	83,759	90,518	-7.5%	285,244	313,343	-9.0%	1,066,098	1,155,153	-7.7%
Deplaned	84,078	91,187	-7.8%	281,719	308,394	-8.7%	1,053,253	1,148,332	-8.3%
Total	167,837	181,705	-7.6 %	566,963	621,737	-8.8 %	2,119,351	2,303,485	-8.0 %
Aircraft Operations									
Airlines	1,872	1,830	2.3%	6,293	6,432	-2.2%	22,135	22,189	-0.2%
Commuter/AirTaxi	604	668	-9.6%	1,972	2,015	-2.1%	9,483	9,629	-1.5%
Subtotal	2,476	2,498	-0.9 %	8,265	8,447	-2.2 %	31,618	31,818	-0.6 %
GeneralAviation	3,186	3,746	-15.0%	10,705	13,839	-22.7%	38,878	46,071	-15.6%
Military	114	268	-57.5%	672	1,174	-42.8%	2,800	4,040	-30.7%
Subtotal	3,300	4,014	-17.8 %	11,377	15,013	-24.2 %	41,678	50,111	-16.8 %
Total	5,776	6,512	-11.3 %	19,642	23,460	-16.3 %	73,296	81,929	-10.5 %
Fuel Gallons									
FF-100LL	7,646	22,431	-65.9%	44,618	51,631	-13.6%	161,217	191,783	-15.9%
FF-JETA-GA	118,164	120,899	-2.3%	468,412	398,882	17.4%	1,875,899	1,931,258	-2.9%
Subtotal	125,810	143,330	-12.2 %	513,030	450,513	13.9 %	2,037,116	2,123,041	-4.0 %
FF-JETA-AL	905,533	1,012,790	-10.6%	3,081,263	3,408,481	-9.6%	11,317,687	11,748,269	-3.7%
Subtotal	905,533	1,012,790	-10.6 %	3,081,263	3,408,481	-9.6 %	11,317,687	11,748,269	-3.7 %
Total	1,031,343	1,156,120	-10.8 %	3,594,293	3,858,994	-6.9 %	13,354,803	13,871,310	-3.7 %

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

Airline Enplanements, Seats, and Load Factors

Asheville Regional Airport

April, 2025



	Apr 2025	Apr 2024	Percentage Change	*CYTD-2025	*CYTD-2024	Percentage Change
Allegiant Air						
Enplanements	35,689	35,488	00.57%	125,192	136,064	-07.99%
Seats	46,209	44,607	03.59%	164,058	170,472	-03.76%
Load Factor	77.23%	79.56%	-02.93%	76.31%	79.82%	-04.40%
American Airlines						
Enplanements	21,875	23,049	-05.09%	71,561	74,825	-04.36%
Seats	27,296	29,471	-07.38%	89,249	99,094	-09.94%
Load Factor	80.14%	78.21%	02.47%	80.18%	75.51%	06.18%
Delta Air Lines						
Enplanements	18,469	21,965	-15.92%	64,742	70,073	-07.61%
Seats	21,594	26,382	-18.15%	75,402	88,256	-14.56%
Load Factor	85.53%	83.26%	02.73%	85.86%	79.40%	08.14%
Sun Country						
Enplanements	0	1,289	-100.00%	0	2,033	-100.00%
Seats	0	1,860	-100.00%	0	3,348	-100.00%
Load Factor	00.00%	69.30%	-100.00%	00.00%	60.72%	-100.00%
United Airlines						
Enplanements	7,726	8,727	-11.47%	23,749	30,348	-21.74%
Seats	9,106	9,830	-07.37%	29,100	34,540	-15.75%
Load Factor	84.85%	88.78%	-04.43%	81.61%	87.86%	-07.11%
Totals						
Enplanements	83,759	90,518	-07.47%	285,244	313,343	-08.97%
Seats	104,205	112,150	-07.08%	357,809	395,710	-09.58%
Load Factor	80.38%	80.71%	-00.41%	79.72%	79.19%	00.67%

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

Airline Flight Completions

Asheville Regional Airport

April, 2025

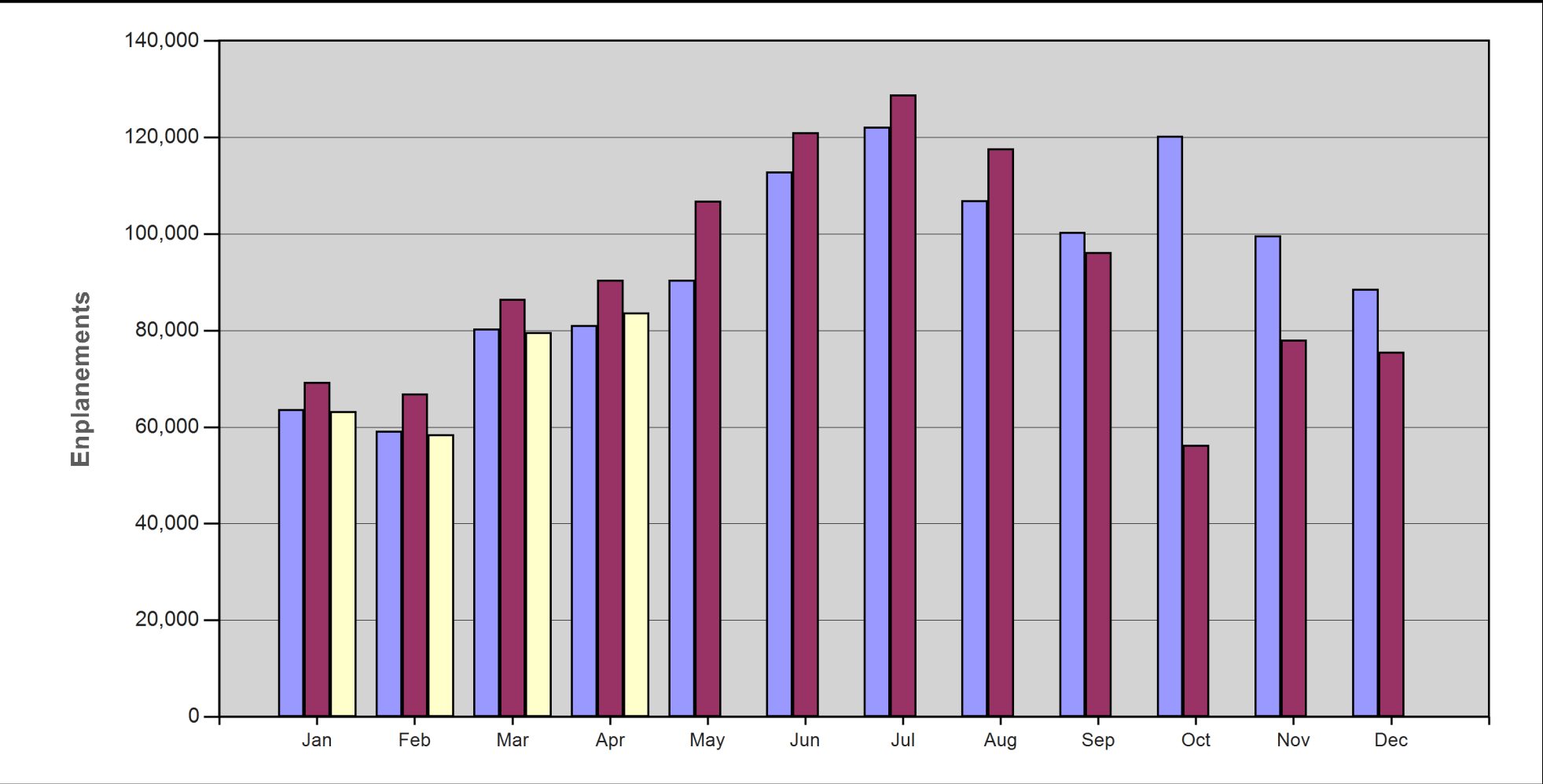


Airline	Scheduled Flights	Cancellations Due To				Total Cancellations	Percentage of Completed Flights
		Field	Mechanical	Weather	Other		
Allegiant Air	289	0	0	0	1	1	99.7%
American Airlines	359	0	0	1	0	1	99.7%
Delta Air Lines	246	0	0	0	0	0	100.0%
United Airlines	151	0	0	1	0	1	99.3%
Total	1,045	0	0	2	1	3	99.7%

Monthly Enplanements By Year

Asheville Regional Airport

April, 2025

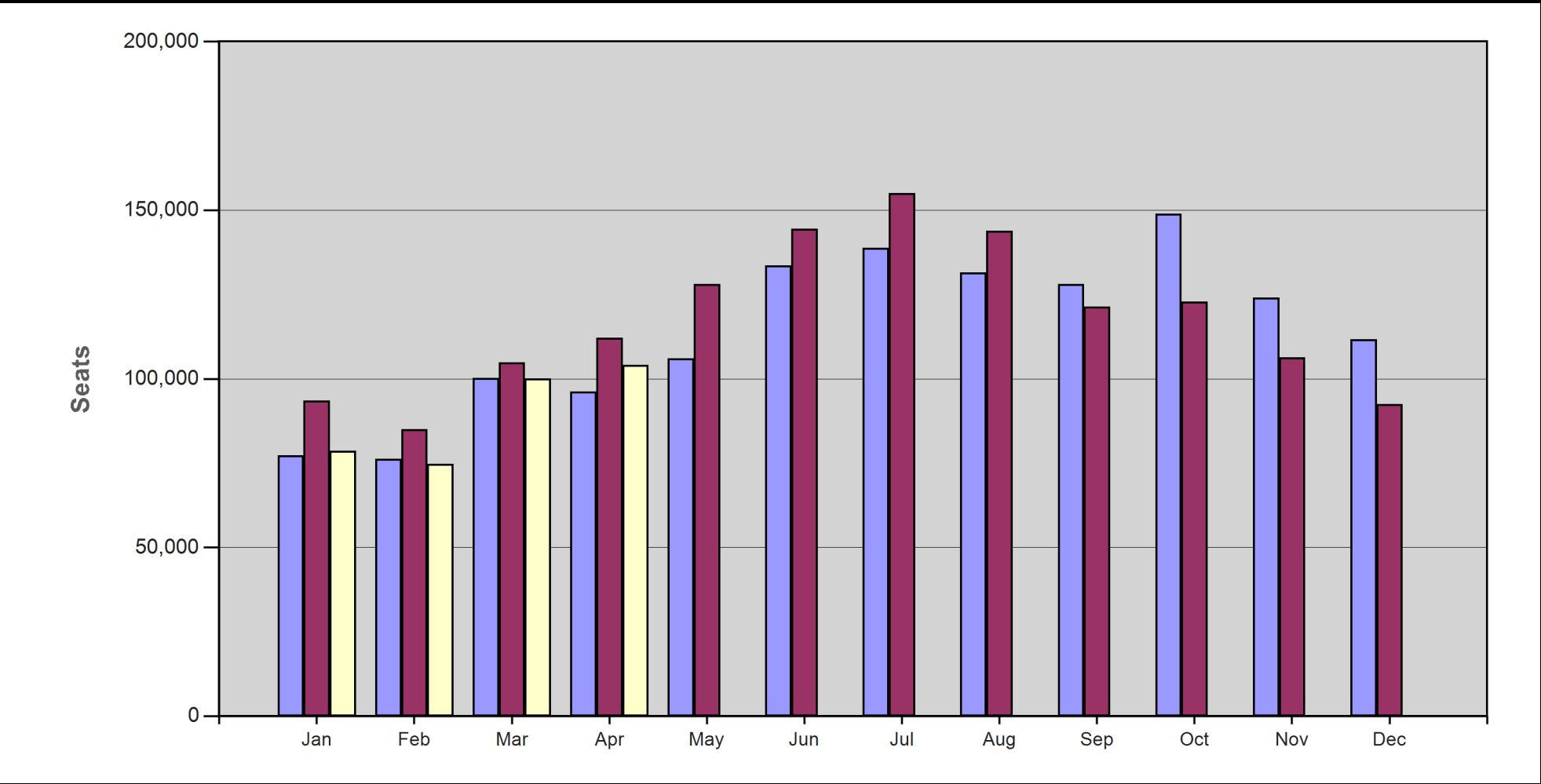


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	63,676	59,276	80,380	81,093	90,502	112,970	122,224	107,019	100,405	120,329	99,713	88,648
	2024	69,298	66,942	86,585	90,518	106,873	121,083	128,856	117,738	96,274	56,335	78,083	75,612
	2025	63,282	58,501	79,702	83,759								

Monthly Seats By Year

Asheville Regional Airport

April, 2025

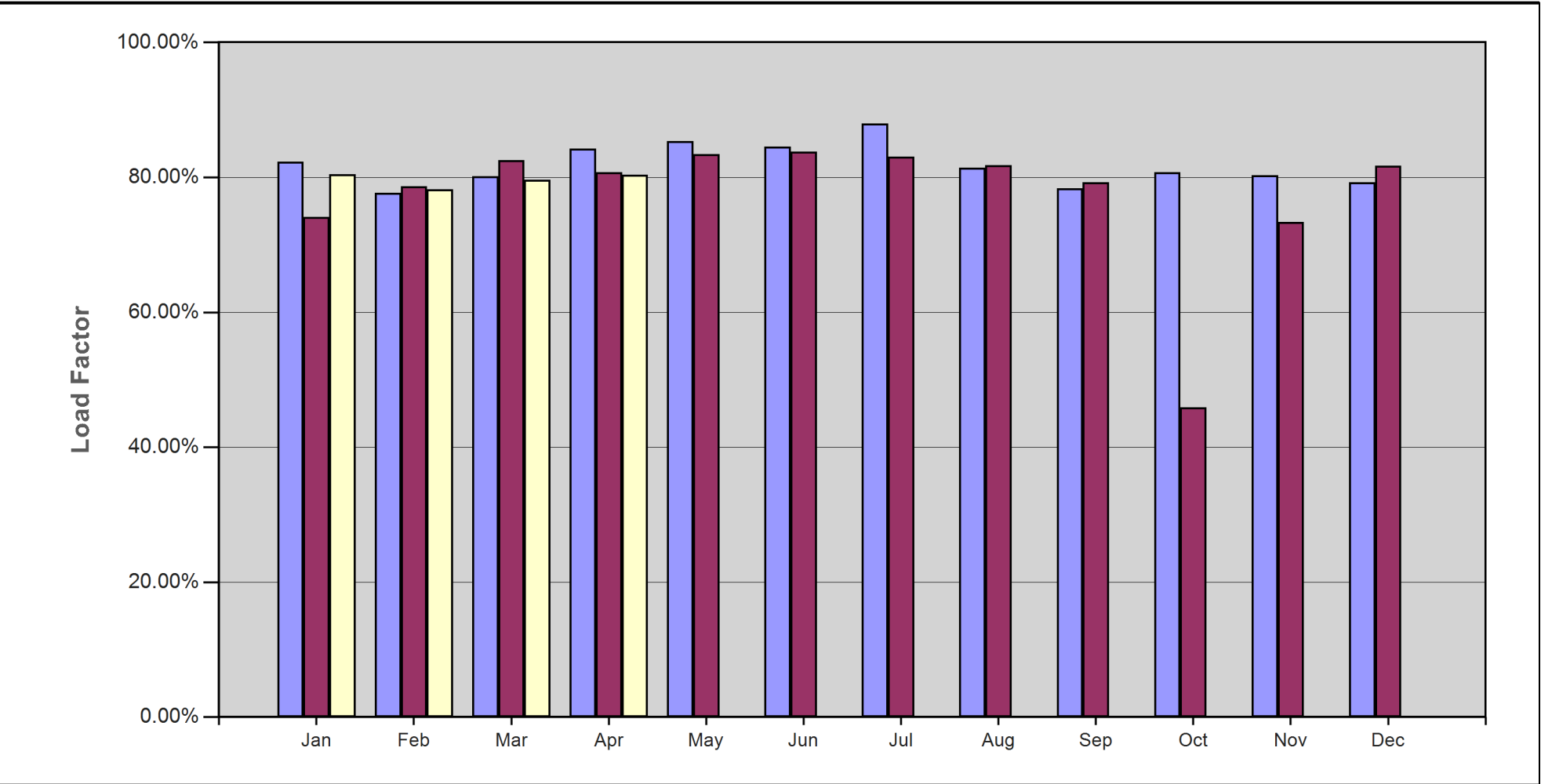


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	77,331	76,283	100,299	96,249	106,061	133,683	138,915	131,485	128,094	149,005	124,154	111,803
	2024	93,525	85,102	104,933	112,150	128,091	144,497	155,097	143,970	121,457	122,864	106,380	92,511
	2025	78,671	74,832	100,101	104,205								

Monthly Load Factors By Year

Asheville Regional Airport

April, 2025

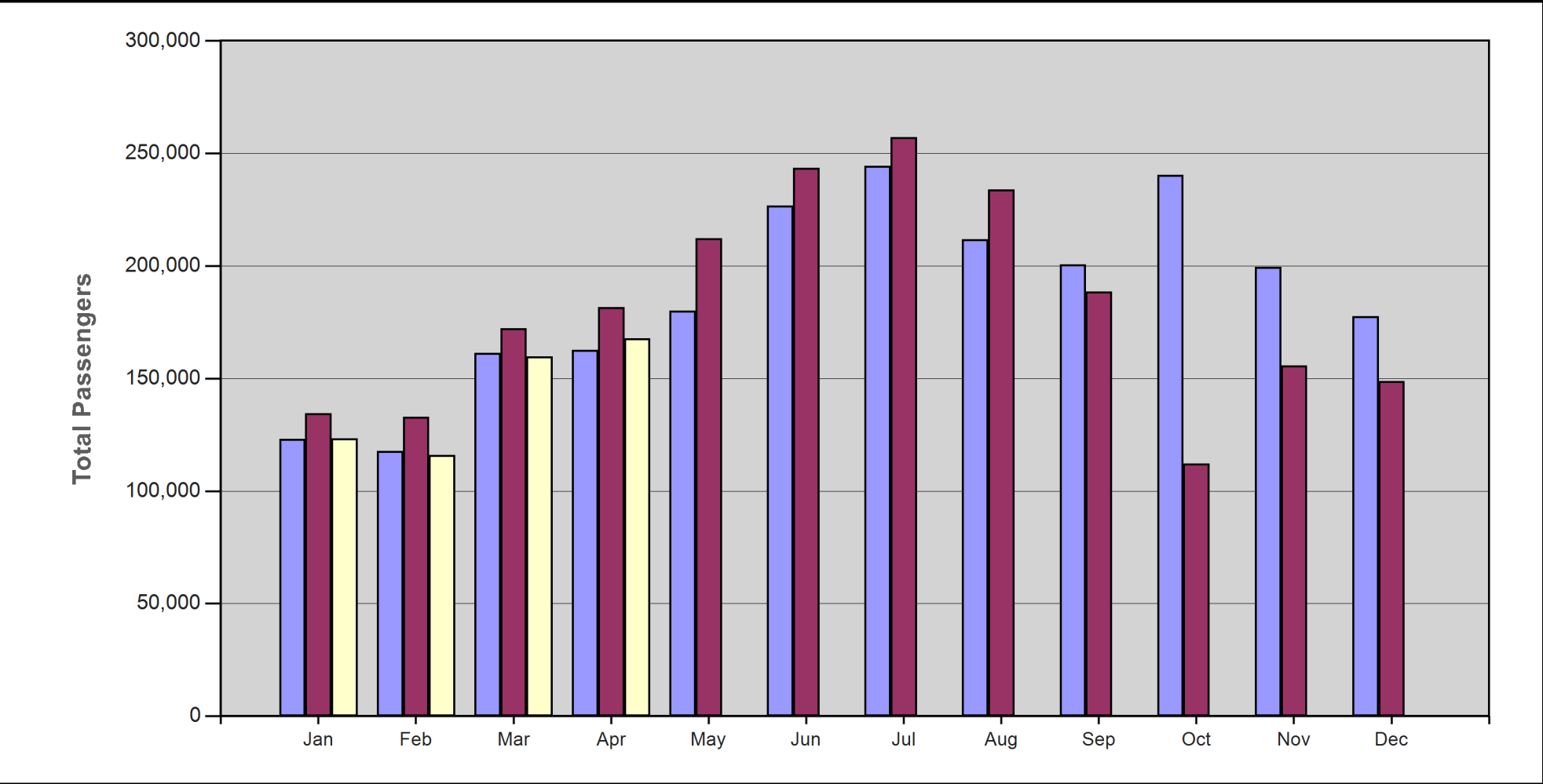


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	82.34%	77.71%	80.14%	84.25%	85.33%	84.51%	87.98%	81.39%	78.38%	80.76%	80.31%	79.29%
	2024	74.10%	78.66%	82.51%	80.71%	83.44%	83.80%	83.08%	81.78%	79.27%	45.85%	73.40%	81.73%
	2025	80.44%	78.18%	79.62%	80.38%								

Total Monthly Passengers By Year

Asheville Regional Airport

April, 2025

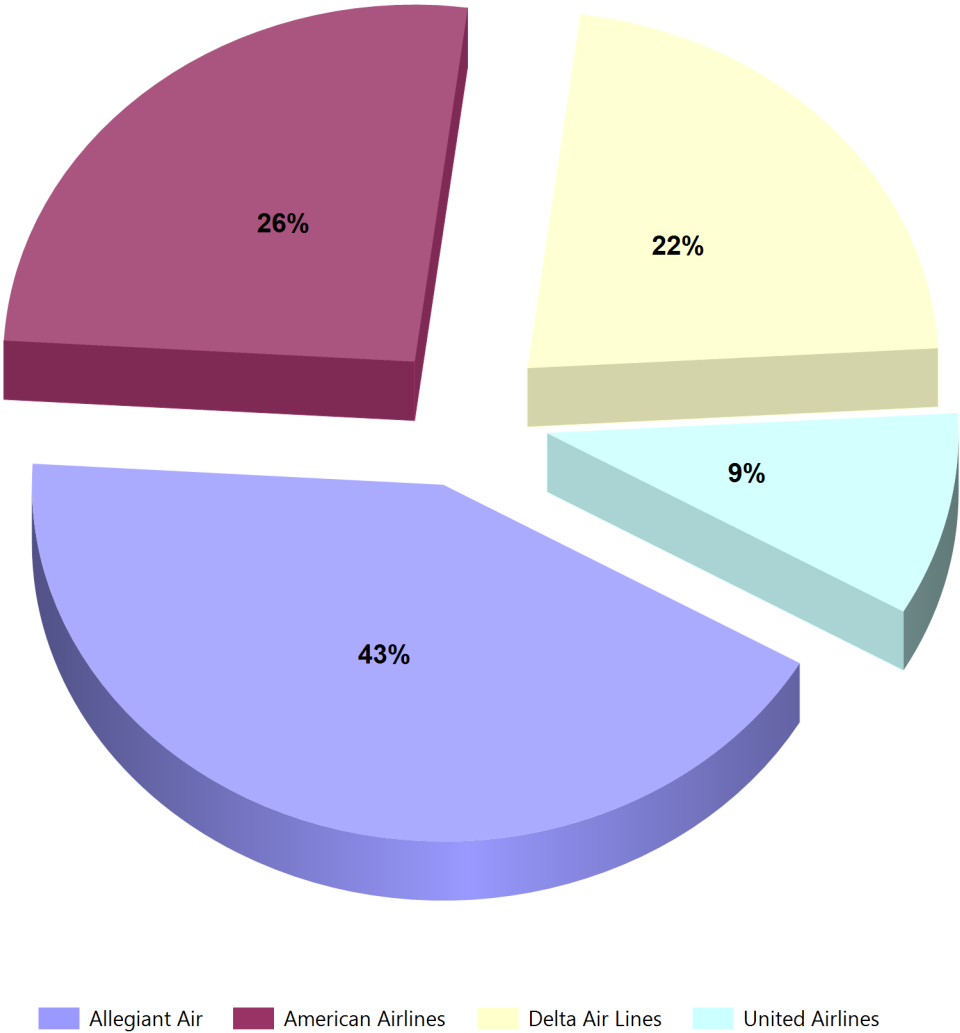


		1	2	3	4	5	6	7	8	9	10	11	12
	2023	123,117	117,682	161,265	162,599	180,062	226,839	244,504	211,836	200,759	240,551	199,503	177,694
	2024	134,630	133,022	172,380	181,705	212,267	243,473	257,095	234,053	188,581	112,191	155,790	148,938
	2025	123,260	116,053	159,813	167,837								

Airline Market Share Analysis (Enplanements)

Asheville Regional Airport

April, 2025



AVL - Three month schedule Summary Report

July 2025 to September 2025 vs. July 2024 to September 2024

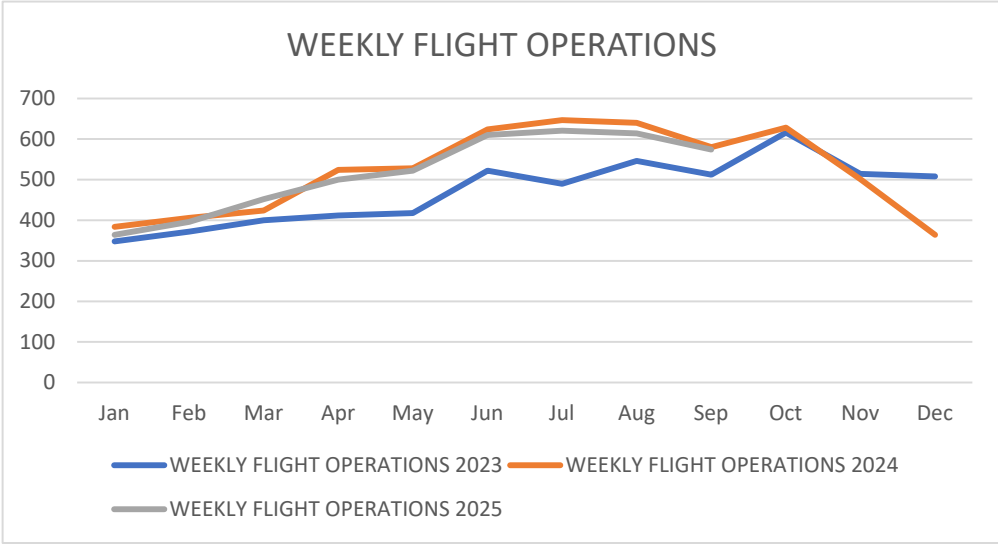
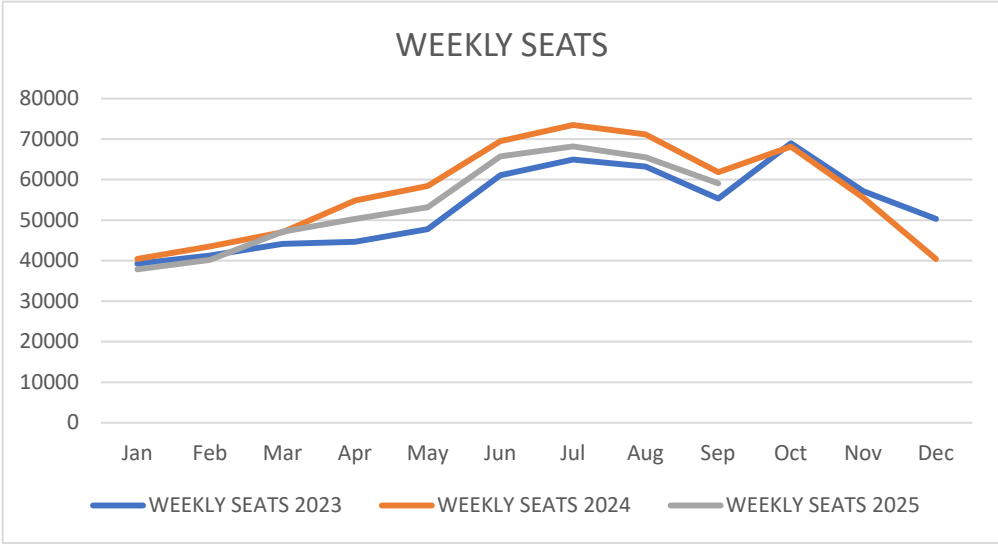
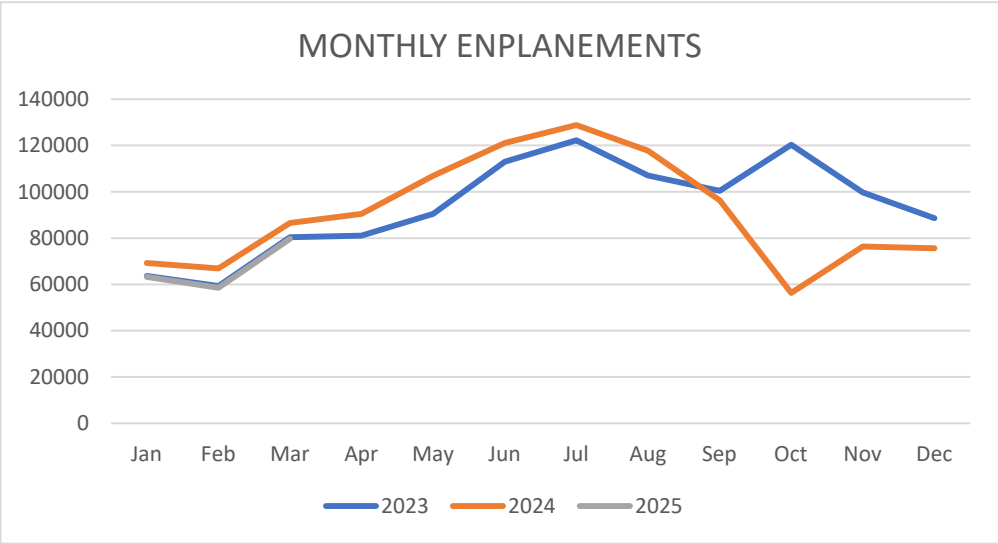
28-May-25

Note: Representative of a sample week of a given month

Mkt AI	Travel Period		Orig	Dest	Jul 2025		Jul 2024		Diff YoY		Percent Diff YoY	
					Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL	CLT	CLT	42	3,454	49	3,542	(7)	(88)	(14.3%)	(2.5%)
AA	CLT-AVL	CLT	AVL	AVL	42	3,454	50	3,670	(8)	(216)	(16.0%)	(5.9%)
AA	AVL-DCA	AVL	DCA	DCA	14	910	14	987	0	(77)	0.0%	(7.8%)
AA	DCA-AVL	DCA	AVL	AVL	14	910	14	987	0	(77)	0.0%	(7.8%)
AA	AVL-DFW	AVL	DFW	DFW	15	1,704	15	1,698	0	6	0.0%	0.4%
AA	DFW-AVL	DFW	AVL	AVL	15	1,704	15	1,698	0	6	0.0%	0.4%
AA	AVL-LGA	AVL	LGA	LGA	9	684	9	684	0	0	0.0%	0.0%
AA	LGA-AVL	LGA	AVL	AVL	9	684	9	684	0	0	0.0%	0.0%
AA	AVL-MIA	AVL	MIA	MIA	7	844	7	532	0	312	0.0%	58.6%
AA	MIA-AVL	MIA	AVL	AVL	7	844	7	532	0	312	0.0%	58.6%
AA	AVL-ORD	AVL	ORD	ORD	14	1,064	13	845	1	219	7.7%	25.9%
AA	ORD-AVL	ORD	AVL	AVL	14	1,064	13	845	1	219	7.7%	25.9%
AA	AVL-PHL	AVL	PHL	PHL	14	700	14	752	0	(52)	0.0%	(6.9%)
AA	PHL-AVL	PHL	AVL	AVL	14	700	14	752	0	(52)	0.0%	(6.9%)
B6	AVL-BOS	AVL	BOS	BOS	4	560	7	940	(3)	(380)	(42.9%)	(40.4%)
B6	BOS-AVL	BOS	AVL	AVL	4	560	7	940	(3)	(380)	(42.9%)	(40.4%)
DL	ATL-AVL	ATL	AVL	AVL	52	5,679	46	5,060	6	619	13.0%	12.2%
DL	AVL-ATL	AVL	ATL	ATL	52	5,679	46	5,060	6	619	13.0%	12.2%
DL	AVL-BOS	AVL	BOS	BOS	2	145	0	0	2	145	-	-
DL	BOS-AVL	BOS	AVL	AVL	2	145	0	0	2	145	-	-
DL	AVL-LGA	AVL	LGA	LGA	13	952	13	988	0	(36)	0.0%	(3.6%)
DL	LGA-AVL	LGA	AVL	AVL	13	952	13	988	0	(36)	0.0%	(3.6%)
DL	AVL-MSP	AVL	MSP	MSP	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
DL	MSP-AVL	MSP	AVL	AVL	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
G4	AUS-AVL	AUS	AVL	AVL	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-AUS	AVL	AUS	AUS	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-BOS	AVL	BOS	BOS	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	BOS-AVL	BOS	AVL	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-BWI	AVL	BWI	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	DEN	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	DEN-AVL	DEN	AVL	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-EWR	AVL	EWR	EWR	4	720	3	558	1	162	33.3%	29.0%
G4	EWR-AVL	EWR	AVL	AVL	4	720	3	558	1	162	33.3%	29.0%
G4	AVL-EYW	AVL	EYW	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	FLL	17	3,060	16	2,910	1	150	6.3%	5.2%
G4	FLL-AVL	FLL	AVL	AVL	17	3,060	16	2,910	1	150	6.3%	5.2%
G4	AVL-HOU	AVL	HOU	HOU	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	HOU-AVL	HOU	AVL	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-IAD	AVL	IAD	IAD	2	360	0	0	2	360	-	-
G4	IAD-AVL	IAD	AVL	AVL	2	360	0	0	2	360	-	-
G4	AVL-LAS	AVL	LAS	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS	AVL	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	MCO	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	MCO-AVL	MCO	AVL	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-MDW	AVL	MDW	MDW	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MDW-AVL	MDW	AVL	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MSP	AVL	MSP	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MSP-AVL	MSP	AVL	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PBI	AVL	PBI	PBI	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	PBI-AVL	PBI	AVL	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-PGD	AVL	PGD	PGD	6	984	7	1,293	(1)	(309)	(14.3%)	(23.9%)
G4	PGD-AVL	PGD	AVL	AVL	6	984	7	1,293	(1)	(309)	(14.3%)	(23.9%)
G4	AVL-PHX	AVL	PHX	PHX	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PHX-AVL	PHX	AVL	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PIE	AVL	PIE	PIE	12	2,128	13	2,358	(1)	(230)	(7.7%)	(9.8%)
G4	PIE-AVL	PIE	AVL	AVL	12	2,128	13	2,358	(1)	(230)	(7.7%)	(9.8%)
G4	AVL-SFB	AVL	SFB	SFB	10	1,752	12	2,205	(2)	(453)	(16.7%)	(20.5%)
G4	SFB-AVL	SFB	AVL	AVL	10	1,752	12	2,205	(2)	(453)	(16.7%)	(20.5%)
G4	AVL-SRQ	AVL	SRQ	SRQ	2	360	3	552	(1)	(192)	(33.3%)	(34.8%)
G4	SRQ-AVL	SRQ	AVL	AVL	2	360	3	552	(1)	(192)	(33.3%)	(34.8%)
G4	AVL-VPS	AVL	VPS	VPS	1	180	1	186	0	(6)	0.0%	(3.2%)
G4	VPS-AVL	VPS	AVL	AVL	1	180	1	186	0	(6)	0.0%	(3.2%)
SY	AVL-MSP	AVL	MSP	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	DEN	7	570	7	906	0	(336)	0.0%	(37.1%)
UA	DEN-AVL	DEN	AVL	AVL	7	570	7	906	0	(336)	0.0%	(37.1%)
UA	AVL-EWR	AVL	EWR	EWR	13	650	14	1,064	(1)	(414)	(7.1%)	(38.9%)
UA	EWR-AVL	EWR	AVL	AVL	14	700	14	1,064	0	(364)	0.0%	(34.2%)
UA	AVL-ORD	AVL	ORD	ORD	19	1,190	18	1,252	1	(62)	5.6%	(5.0%)
UA	ORD-AVL	ORD	AVL	AVL	19	1,190	18	1,252	1	(62)	5.6%	(5.0%)
Total					621	68,206	645	73,008	(24)	(4,802)	(3.7%)	(6.6%)

Travel Period			Aug 2025		Aug 2024		Diff YoY		Percent Diff YoY		
Mkt AI		Orig	Dest	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL	CLT	43	3,564	48	3,526	(5)	38	(10.4%)	1.1%
AA	CLT-AVL	CLT	AVL	43	3,564	47	3,398	(4)	166	(8.5%)	4.9%
AA	AVL-DCA	AVL	DCA	14	910	14	921	0	(11)	0.0%	(1.2%)
AA	DCA-AVL	DCA	AVL	14	910	14	921	0	(11)	0.0%	(1.2%)
AA	AVL-DFW	AVL	DFW	14	1,582	14	1,582	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	AVL	14	1,582	14	1,582	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	LGA	9	673	9	684	0	(11)	0.0%	(1.6%)
AA	LGA-AVL	LGA	AVL	9	673	9	684	0	(11)	0.0%	(1.6%)
AA	AVL-MIA	AVL	MIA	7	636	7	532	0	104	0.0%	19.5%
AA	MIA-AVL	MIA	AVL	7	636	7	532	0	104	0.0%	19.5%
AA	AVL-ORD	AVL	ORD	14	1,009	13	856	1	153	7.7%	17.9%
AA	ORD-AVL	ORD	AVL	14	1,009	13	856	1	153	7.7%	17.9%
AA	AVL-PHL	AVL	PHL	14	700	18	975	(4)	(275)	(22.2%)	(28.2%)
AA	PHL-AVL	PHL	AVL	14	700	19	1,040	(5)	(340)	(26.3%)	(32.7%)
B6	AVL-BOS	AVL	BOS	4	560	7	980	(3)	(420)	(42.9%)	(42.9%)
B6	BOS-AVL	BOS	AVL	4	560	7	980	(3)	(420)	(42.9%)	(42.9%)
DL	ATL-AVL	ATL	AVL	52	5,679	46	5,060	6	619	13.0%	12.2%
DL	AVL-ATL	AVL	ATL	52	5,679	46	5,060	6	619	13.0%	12.2%
DL	AVL-BOS	AVL	BOS	2	145	0	0	2	145	-	-
DL	BOS-AVL	BOS	AVL	2	145	0	0	2	145	-	-
DL	AVL-LGA	AVL	LGA	13	952	13	958	0	(6)	0.0%	(0.6%)
DL	LGA-AVL	LGA	AVL	13	952	13	958	0	(6)	0.0%	(0.6%)
DL	AVL-MSP	AVL	MSP	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
DL	MSP-AVL	MSP	AVL	1	76	7	924	(6)	(848)	(85.7%)	(91.8%)
G4	AUS-AVL	AUS	AVL	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-AUS	AVL	AUS	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-BOS	AVL	BOS	4	720	3	558	1	162	33.3%	29.0%
G4	BOS-AVL	BOS	AVL	4	720	3	558	1	162	33.3%	29.0%
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	4	720	3	558	1	162	33.3%	29.0%
G4	DEN-AVL	DEN	AVL	4	720	3	558	1	162	33.3%	29.0%
G4	AVL-EWR	AVL	EWR	3	540	3	558	0	(18)	0.0%	(3.2%)
G4	EWR-AVL	EWR	AVL	3	540	3	558	0	(18)	0.0%	(3.2%)
G4	AVL-EYW	AVL	EYW	2	312	2	312	0	0	0.0%	0.0%
G4	EYW-AVL	EYW	AVL	2	312	2	312	0	0	0.0%	0.0%
G4	AVL-FLL	AVL	FLL	14	2,520	16	2,922	(2)	(402)	(12.5%)	(13.8%)
G4	FLL-AVL	FLL	AVL	14	2,520	16	2,922	(2)	(402)	(12.5%)	(13.8%)
G4	AVL-HOU	AVL	HOU	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	HOU-AVL	HOU	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-IAD	AVL	IAD	2	360	0	0	2	360	-	-
G4	IAD-AVL	IAD	AVL	2	360	0	0	2	360	-	-
G4	AVL-LAS	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	2	360	4	744	(2)	(384)	(50.0%)	(51.6%)
G4	MCO-AVL	MCO	AVL	2	360	4	744	(2)	(384)	(50.0%)	(51.6%)
G4	AVL-MDW	AVL	MDW	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MDW-AVL	MDW	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MSP	AVL	MSP	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MSP-AVL	MSP	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PBI	AVL	PBI	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	PBI-AVL	PBI	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-PGD	AVL	PGD	6	1,032	5	921	1	111	20.0%	12.1%
G4	PGD-AVL	PGD	AVL	6	1,032	5	921	1	111	20.0%	12.1%
G4	AVL-PHX	AVL	PHX	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PHX-AVL	PHX	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PIE	AVL	PIE	12	2,122	13	2,358	(1)	(236)	(7.7%)	(10.0%)
G4	PIE-AVL	PIE	AVL	12	2,122	13	2,358	(1)	(236)	(7.7%)	(10.0%)
G4	AVL-SFB	AVL	SFB	10	1,752	12	2,205	(2)	(453)	(16.7%)	(20.5%)
G4	SFB-AVL	SFB	AVL	10	1,752	12	2,205	(2)	(453)	(16.7%)	(20.5%)
G4	AVL-SRQ	AVL	SRQ	2	360	3	552	(1)	(192)	(33.3%)	(34.8%)
G4	SRQ-AVL	SRQ	AVL	2	360	3	552	(1)	(192)	(33.3%)	(34.8%)
G4	AVL-VPS	AVL	VPS	1	180	1	186	0	(6)	0.0%	(3.2%)
G4	VPS-AVL	VPS	AVL	1	180	1	186	0	(6)	0.0%	(3.2%)
SY	AVL-MSP	AVL	MSP	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
SY	MSP-AVL	MSP	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
UA	AVL-DEN	AVL	DEN	7	570	7	906	0	(336)	0.0%	(37.1%)
UA	DEN-AVL	DEN	AVL	7	570	7	906	0	(336)	0.0%	(37.1%)
UA	AVL-EWR	AVL	EWR	14	700	14	1,064	0	(364)	0.0%	(34.2%)
UA	EWR-AVL	EWR	AVL	14	700	14	1,064	0	(364)	0.0%	(34.2%)
UA	AVL-ORD	AVL	ORD	21	1,144	18	1,140	3	4	16.7%	0.4%
UA	ORD-AVL	ORD	AVL	21	1,144	18	1,140	3	4	16.7%	0.4%
Total				614	65,516	640	71,221	(26)	(5,705)	(4.1%)	(8.0%)

Travel Period				Sep 2025		Sep 2024		Diff YoY		Percent Diff YoY	
Mkt AI	Orig	Dest		Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats	Ops/Week	Seats
AA	AVL-CLT	AVL	CLT	44	3,703	54	4,720	(10)	(1,017)	(18.5%)	(21.5%)
AA	CLT-AVL	CLT	AVL	44	3,703	54	4,720	(10)	(1,017)	(18.5%)	(21.5%)
AA	AVL-DCA	AVL	DCA	14	910	7	455	7	455	100.0%	100.0%
AA	DCA-AVL	DCA	AVL	14	910	7	455	7	455	100.0%	100.0%
AA	AVL-DFW	AVL	DFW	14	1,582	14	1,582	0	0	0.0%	0.0%
AA	DFW-AVL	DFW	AVL	14	1,582	14	1,582	0	0	0.0%	0.0%
AA	AVL-LGA	AVL	LGA	9	607	9	684	0	(77)	0.0%	(11.3%)
AA	LGA-AVL	LGA	AVL	9	607	9	684	0	(77)	0.0%	(11.3%)
AA	AVL-MIA	AVL	MIA	7	532	7	532	0	0	0.0%	0.0%
AA	MIA-AVL	MIA	AVL	7	532	7	532	0	0	0.0%	0.0%
AA	AVL-ORD	AVL	ORD	13	922	13	856	0	66	0.0%	7.7%
AA	ORD-AVL	ORD	AVL	13	922	13	856	0	66	0.0%	7.7%
AA	AVL-PHL	AVL	PHL	13	650	20	1,000	(7)	(350)	(35.0%)	(35.0%)
AA	PHL-AVL	PHL	AVL	13	650	20	1,000	(7)	(350)	(35.0%)	(35.0%)
B6	AVL-BOS	AVL	BOS	2	280	0	0	2	280	-	-
B6	BOS-AVL	BOS	AVL	2	280	0	0	2	280	-	-
DL	ATL-AVL	ATL	AVL	52	5,720	46	5,060	6	660	13.0%	13.0%
DL	AVL-ATL	AVL	ATL	52	5,720	46	5,060	6	660	13.0%	13.0%
DL	AVL-BOS	AVL	BOS	2	152	0	0	2	152	-	-
DL	BOS-AVL	BOS	AVL	2	152	0	0	2	152	-	-
DL	AVL-LGA	AVL	LGA	13	910	13	946	0	(36)	0.0%	(3.8%)
DL	LGA-AVL	LGA	AVL	13	910	13	946	0	(36)	0.0%	(3.8%)
DL	AVL-MSP	AVL	MSP	1	76	5	660	(4)	(584)	(80.0%)	(88.5%)
DL	MSP-AVL	MSP	AVL	1	76	5	660	(4)	(584)	(80.0%)	(88.5%)
G4	AUS-AVL	AUS	AVL	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-AUS	AVL	AUS	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-BOS	AVL	BOS	3	540	2	372	1	168	50.0%	45.2%
G4	BOS-AVL	BOS	AVL	3	540	2	372	1	168	50.0%	45.2%
G4	AVL-BWI	AVL	BWI	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	BWI-AVL	BWI	AVL	0	0	2	372	(2)	(372)	(100.0%)	(100.0%)
G4	AVL-DEN	AVL	DEN	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	DEN-AVL	DEN	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-EWR	AVL	EWR	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	EWR-AVL	EWR	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-EYW	AVL	EYW	2	360	2	312	0	48	0.0%	15.4%
G4	EYW-AVL	EYW	AVL	2	360	2	312	0	48	0.0%	15.4%
G4	AVL-FLL	AVL	FLL	11	1,980	11	2,028	0	(48)	0.0%	(2.4%)
G4	FLL-AVL	FLL	AVL	11	1,980	11	2,028	0	(48)	0.0%	(2.4%)
G4	AVL-HOU	AVL	HOU	0	0	0	0	0	0	-	-
G4	HOU-AVL	HOU	AVL	0	0	0	0	0	0	-	-
G4	AVL-IAD	AVL	IAD	2	360	0	0	2	360	-	-
G4	IAD-AVL	IAD	AVL	2	360	0	0	2	360	-	-
G4	AVL-LAS	AVL	LAS	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	LAS-AVL	LAS	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MCO	AVL	MCO	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MCO-AVL	MCO	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MDW	AVL	MDW	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	MDW-AVL	MDW	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-MSP	AVL	MSP	0	0	0	0	0	0	-	-
G4	MSP-AVL	MSP	AVL	0	0	0	0	0	0	-	-
G4	AVL-PBI	AVL	PBI	4	720	2	372	2	348	100.0%	93.5%
G4	PBI-AVL	PBI	AVL	4	720	2	372	2	348	100.0%	93.5%
G4	AVL-PGD	AVL	PGD	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	PGD-AVL	PGD	AVL	4	720	4	744	0	(24)	0.0%	(3.2%)
G4	AVL-PHX	AVL	PHX	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	PHX-AVL	PHX	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-PIE	AVL	PIE	9	1,660	9	1,530	0	130	0.0%	8.5%
G4	PIE-AVL	PIE	AVL	9	1,660	9	1,530	0	130	0.0%	8.5%
G4	AVL-SFB	AVL	SFB	9	1,650	8	1,488	1	162	12.5%	10.9%
G4	SFB-AVL	SFB	AVL	9	1,650	8	1,488	1	162	12.5%	10.9%
G4	AVL-SRQ	AVL	SRQ	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	SRQ-AVL	SRQ	AVL	2	360	2	372	0	(12)	0.0%	(3.2%)
G4	AVL-VPS	AVL	VPS	0	0	0	0	0	0	-	-
G4	VPS-AVL	VPS	AVL	0	0	0	0	0	0	-	-
SY	AVL-MSP	AVL	MSP	1	186	2	372	(1)	(186)	(50.0%)	(50.0%)
SY	MSP-AVL	MSP	AVL	1	186	2	372	(1)	(186)	(50.0%)	(50.0%)
UA	AVL-DEN	AVL	DEN	7	490	7	1,050	0	(560)	0.0%	(53.3%)
UA	DEN-AVL	DEN	AVL	7	490	7	1,050	0	(560)	0.0%	(53.3%)
UA	AVL-EWR	AVL	EWR	14	700	14	1,028	0	(328)	0.0%	(31.9%)
UA	EWR-AVL	EWR	AVL	14	700	14	1,022	0	(322)	0.0%	(31.5%)
UA	AVL-ORD	AVL	ORD	21	1,232	21	1,764	0	(532)	0.0%	(30.2%)
UA	ORD-AVL	ORD	AVL	21	1,232	21	1,764	0	(532)	0.0%	(30.2%)
Total				574	59,044	576	61,680	(2)	(2,636)	(0.3%)	(4.3%)





MEMORANDUM

TO: Members of the Airport Authority

FROM: Janet Burnette, Chief Financial Officer

DATE: June 13, 2025

ITEM DESCRIPTION – Information Section Item B

Greater Asheville Regional Airport – Explanation of Extraordinary Variances
Month of April 2025

SUMMARY

Operating Revenues for the month of April were \$2,478,325, 11.5% under budget. Operating Expenses for the month were \$1,322,820, 26.3% under budget. As a result, Net Operating Revenues before Depreciation were \$1,155,505. Net Non-Operating Revenues were \$90,856.

Year-to-date Operating Revenues were \$24,359,911, 9.4% under budget. Year-to-date Operating Expenses were \$13,436,264, 28.6% under budget. Year-to-date Net Operating Revenues before Depreciation were \$10,923,647. Net Non-Operating Revenues for the year were \$2,459,225.

REVENUES

Significant variations to budget for April were:

Terminal space rent – airlines	(\$124,564)	(23.51%)	Under budget due to Hurricane Helene
Landing fees	(\$93,679)	(23.11%)	Under budget due to Hurricane Helene
Concessions	(\$12,957)	(12.15%)	Under budget due to Hurricane Helene
Auto Parking	(\$64,707)	(6.09%)	Under budget due to Hurricane Helene
Ground transportation	(\$13,600)	(31.07%)	Under budget due to Hurricane Helene

Information Section – Item B



EXPENSES

Significant variations to budget for April were:

Professional services	(\$8,870)	(17.68%)	Professional services less than anticipated
Contractual services	(\$96,269)	(26.82%)	Required services and invoicing less than anticipated for month
Travel & training	\$11,764	(44.31%)	Minimal travel during month
Insurance	(\$9,600)	(100.00%)	No insurance invoicing during month
Promotional activities	(\$33,588)	(86.87%)	Minimal advertising during month
Operating supplies	(\$30,442)	(35.52%)	Supply purchases less than anticipated
Small equipment	\$9,807	115.95%	Fire truck equipment

STATEMENT OF NET ASSETS

Significant variations to prior month were:

Cash and Cash Equivalents – Cash and Cash Equivalents increased by \$2.6M mostly due to receipt of grant funding.

Grants Receivable – Grants Receivable increased by \$1.5M due to ATC tower construction.

Construction in Progress – Construction in Progress increased by \$9.4M mostly due to terminal and ATC tower construction projects.

Property and Equipment, Net – Property and Equipment, Net decreased by \$690K due to depreciation.

**ASHEVILLE REGIONAL AIRPORT
INVESTMENT AND INTEREST INCOME SUMMARY
As of April 30, 2025**

<u>Institution:</u>	<u>Interest Rate</u>	<u>Investment Amount</u>	<u>Monthly Interest</u>
Bank of America - Operating Account	2.16%	\$ 18,488,782	\$ 33,793
NC Capital Management Trust - Cash Portfolio	4.22% *	33,691,303	116,543
Petty Cash		300	
<u>Restricted Cash:</u>			
Bank of America - PFC Revenue	2.16%	5,349,053	9,391
NC Capital Mgt Truts - PFC Revenue	4.22% *	19,927,258	68,931
NC Capital Mgt Trust - 2016 Debt Service Fund	4.22%	1,293,986	3,301
NC Capital Mgt Trust - 2022A Construction	4.22% *	174,581,018	603,844
NC Capital Mgt Trust - 2022A Parity Reserve	4.22% *	14,725,659	50,938
NC Capital Mgt Trust - 2022A Capitalized Interest	4.22% *	4,936,515	17,133
NC Capital Mgt Trust - 2023 Construction	4.22% *	25,122,698	86,903
NC Capital Mgt Trust - 2023 Capitalized Interest	4.22% *	5,046,202	17,456
Total		<u>\$ 303,162,774</u>	<u>\$ 1,008,233</u>

* Interest Rate = 30-day yield at month end

Investment Diversification:

Banks	8%
NC Capital Management Trust	92%
Commercial Paper	0%
Federal Agencies	0%
US Treasuries	0%
	<u>100%</u>

**ASHEVILLE REGIONAL AIRPORT
STATEMENT OF CHANGES IN FINANCIAL POSITION
For the Month April 2025**

	Current Month	Prior Period
Cash and Investments Beginning of Period	\$ 300,529,176	\$ 309,626,238
Net Income/(Loss) Before Capital Contributions	556,079	513,437
Depreciation	690,283	690,283
Decrease/(Increase) in Receivables	(2,268,164)	1,910,474
Increase/(Decrease) in Payables	1,524,052	1,752,533
Decrease/(Increase) in Prepaid Expenses	-	-
Decrease/(Increase) in Fixed Assets	(9,442,298)	(13,963,789)
Principal Payments of Bond Maturities	-	-
Capital Contributions	11,573,646	-
Prior period adjustment - Forfeiture Funds	-	-
Increase(Decrease) in Cash	<u>2,633,598</u>	<u>(9,097,062)</u>
Cash and Investments End of Period	<u>\$ 303,162,774</u>	<u>\$ 300,529,176</u>

ASHEVILLE REGIONAL AIRPORT
STATEMENT OF FINANCIAL POSITION
As of April 30, 2025

	<u>Current Month</u>	<u>Last Month</u>
<u>ASSETS</u>		
Current Assets:		
Unrestricted Net Assets:		
Cash and Cash Equivalents	\$52,180,385	\$50,547,961
Accounts Receivable	1,276,596	1,092,530
Passenger Facility Charges Receivable	750,000	350,000
Refundable Sales Tax Receivable	1,739,936	1,615,714
Grants Receivable	1,659,650	99,774
Prepaid Expenses	14,389,807	14,389,807
GASB 87 Short-term Lease Receivable	1,865,594	1,865,594
Total Unrestricted Assets	<u>73,861,968</u>	<u>69,961,380</u>
Restricted Assets:		
Cash and Cash Equivalents	250,982,389	249,981,215
Total Restricted Assets	<u>250,982,389</u>	<u>249,981,215</u>
Total Current Assets	<u>324,844,357</u>	<u>319,942,595</u>
Noncurrent Assets:		
Construction in Progress	263,099,293	253,656,995
Net Pension Asset - LGERS	(3,724,852)	(3,724,852)
Benefit Payment - OPEB	150,674	150,674
Contributions in Current Year	2,787,406	2,787,406
GASB 87 Long-term Lease Receivable	12,759,398	12,759,398
Property and Equipment - Net	<u>168,128,752</u>	<u>168,819,035</u>
Total Noncurrent Assets	<u>443,200,671</u>	<u>434,448,656</u>
	<u>\$768,045,028</u>	<u>\$754,391,251</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Payable from Unrestricted Assets:		
Accounts Payable & Accrued Liabilities	\$50,473	\$43,509
Customer Deposits	119,463	119,463
Unearned Revenue	239,502	319,091
Construction Contract Retainages	6,408,276	6,408,276
Revenue Bond Payable - Current	1,445,000	1,445,000
GASB 87 Short-term Deferred Revenue	2,215,750	2,215,750
Interest Payable	<u>6,386,706</u>	<u>4,790,029</u>
Total Payable from Unrestricted Assets	<u>16,865,170</u>	<u>15,341,118</u>
Total Current Liabilities	<u>16,865,170</u>	<u>15,341,118</u>
Noncurrent Liabilities:		
Pension Deferrals - OPEB	258,047	258,047
Other Postemployment Benefits	1,312,319	1,312,319
Compensated Absences	1,059,423	1,059,423
Net Pension Obligation-LEO Special Separation Allowance	942,674	942,674
GASB 87 Long-term Deferred Revenue	11,538,000	11,538,000
Revenue Bond Payable - 2016 - Noncurrent	9,415,000	9,415,000
Revenue Bond Payable - 2022A - Noncurrent	196,143,374	196,143,374
Revenue Bond Payable - 2023 - Noncurrent	<u>187,899,320</u>	<u>187,899,320</u>
Total Noncurrent Liabilities	<u>408,568,157</u>	<u>408,568,157</u>
Total Liabilities	<u>425,433,327</u>	<u>423,909,275</u>
Net Assets:		
Invested in Capital Assets	420,368,045	411,616,030
Restricted	250,982,389	249,981,215
Unrestricted	<u>(328,738,733)</u>	<u>(331,115,269)</u>
Total Net Assets	<u>342,611,701</u>	<u>330,481,976</u>
	<u>\$768,045,028</u>	<u>\$754,391,251</u>



Income Statement

Through 04/30/25
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	25,359.75	252,746.03	252,742.50	3.53	303,291.00	50,544.97
Terminal space rentals - airline	405,181.65	4,046,605.96	5,048,160.57	(1,001,554.61)	6,232,297.00	2,185,691.04
Landing fees	311,689.28	3,190,388.57	3,862,919.97	(672,531.40)	4,769,037.00	1,578,648.43
Concessions	93,654.01	945,498.44	1,015,942.50	(70,444.06)	1,254,250.00	308,751.56
Auto parking	997,792.58	9,286,979.06	10,125,000.00	(838,020.94)	12,500,000.00	3,213,020.94
Rental car - car rentals	367,946.56	3,710,133.87	3,672,849.42	37,284.45	4,534,382.00	824,248.13
Rental car - facility rent	72,183.66	721,836.60	702,261.67	19,574.93	842,714.00	120,877.40
Commerce ground transportation	30,174.53	398,527.72	417,150.00	(18,622.28)	515,000.00	116,472.28
FBOs	115,619.81	1,201,537.78	1,208,791.67	(7,253.89)	1,450,550.00	249,012.22
Building leases	5,285.87	35,737.01	32,486.79	3,250.22	38,038.00	2,300.99
Land leases	37,263.65	390,133.24	393,570.66	(3,437.42)	454,481.77	64,348.53
Other leases and fees	16,174.02	179,786.47	161,666.67	18,119.80	194,000.00	14,213.53
<i>Operating revenues Totals</i>	\$2,478,325.37	\$24,359,910.75	\$26,893,542.41	(\$2,533,631.66)	\$33,088,040.77	\$8,728,130.02
<i>Non-operating revenue and expense</i>						
Customer facility charges	278,019.50	2,571,398.50	2,172,420.00	398,978.50	2,682,000.00	110,601.50
Passenger facility charges	401,230.62	3,342,952.02	3,645,000.00	(302,047.98)	4,500,000.00	1,157,047.98
Interest revenue	1,008,232.90	12,496,308.51	8,500,000.00	3,996,308.51	10,200,000.00	(2,296,308.51)
Interest expense	(1,596,676.37)	(15,966,763.70)	(15,966,764.17)	.47	(19,160,117.00)	(3,193,353.30)
P-card rebate	.00	14,480.05	.00	14,480.05	.00	(14,480.05)
Miscellaneous	50.00	850.00	.00	850.00	.00	(850.00)
<i>Non-operating revenue and expense Totals</i>	\$90,856.65	\$2,459,225.38	(\$1,649,344.17)	\$4,108,569.55	(\$1,778,117.00)	(\$4,237,342.38)
Capital contributions	11,573,646.68	21,803,975.75	.00	21,803,975.75	.00	(21,803,975.75)



Income Statement

Through 04/30/25

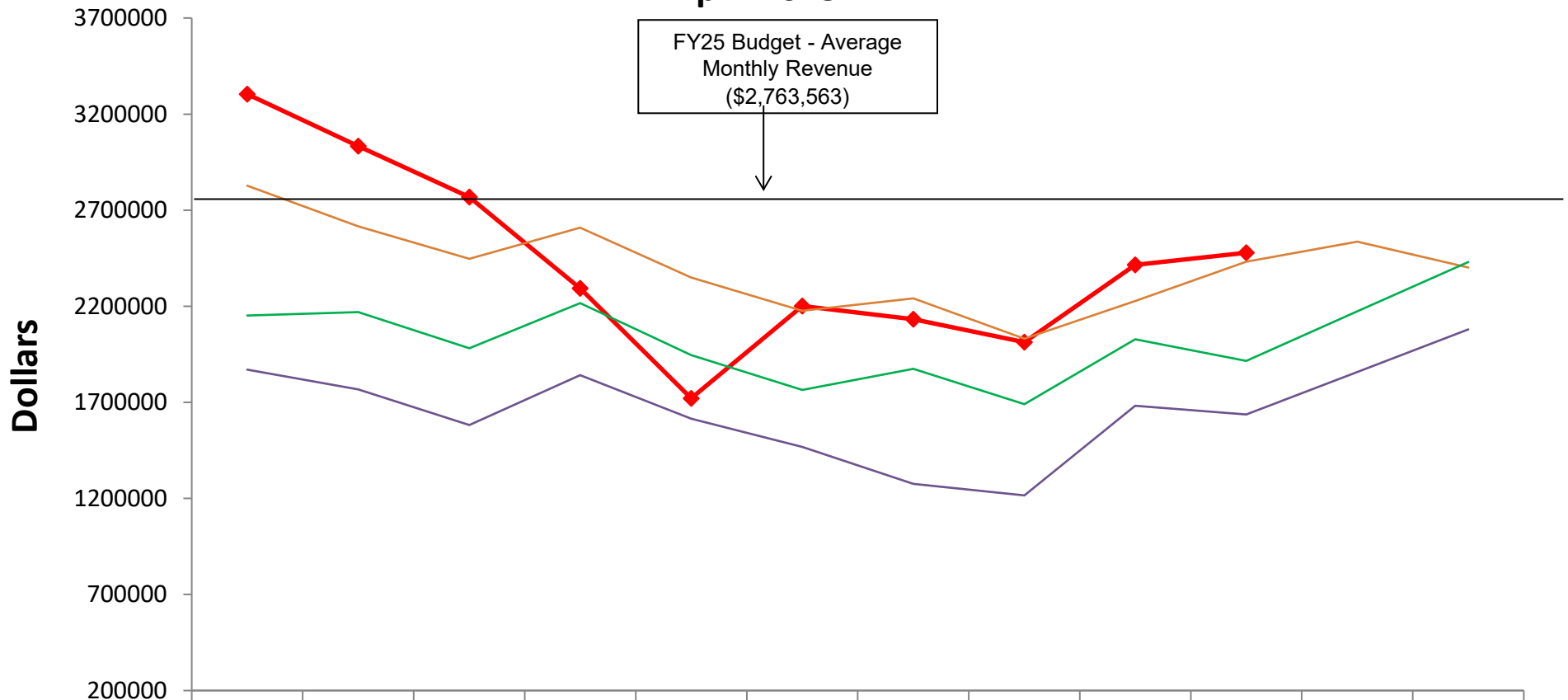
Summary Listing

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	812,311.09	8,330,022.40	11,018,863.26	(2,688,840.86)	13,637,207.00	5,307,184.60
Professional services	41,298.62	373,702.24	501,691.67	(127,989.43)	602,030.00	228,327.76
Other contractual services	262,725.55	2,231,725.34	3,589,949.17	(1,358,223.83)	4,307,939.00	2,076,213.66
Travel and training	14,783.88	116,343.44	265,483.33	(149,139.89)	318,580.00	202,236.56
Communications	5,042.18	53,825.12	59,458.33	(5,633.21)	71,350.00	17,524.88
Utility services	55,681.45	431,118.31	523,341.67	(92,223.36)	628,010.00	196,891.69
Rentals and leases	3,500.00	54,359.07	53,758.33	600.74	64,510.00	10,150.93
Insurance	.00	407,591.09	460,800.00	(53,208.91)	480,000.00	72,408.91
Advertising, printing and binding	1,756.95	7,205.17	12,458.33	(5,253.16)	14,950.00	7,744.83
Promotional activities	5,078.26	128,993.14	386,666.67	(257,673.53)	464,000.00	335,006.86
Other current charges and obligations	8,972.55	67,319.15	93,458.33	(26,139.18)	112,150.00	44,830.85
Operating supplies	55,256.53	560,731.08	856,987.50	(296,256.42)	1,028,385.00	467,653.92
Publications, subscriptions, memberships, etc.	1,225.00	77,300.80	70,145.00	7,155.80	84,174.00	6,873.20
Repairs and maintenance	36,921.99	451,663.39	383,750.00	67,913.39	460,500.00	8,836.61
Small equipment	18,266.06	76,984.28	84,583.33	(7,599.05)	101,500.00	24,515.72
Contingency	.00	.00	83,333.33	(83,333.33)	100,000.00	100,000.00
Emergency repairs	.00	.00	41,666.67	(41,666.67)	50,000.00	50,000.00
Business development	.00	67,380.09	333,333.33	(265,953.24)	400,000.00	332,619.91
<i>Operating expenses Totals</i>	<i>\$1,322,820.11</i>	<i>\$13,436,264.11</i>	<i>\$18,819,728.26</i>	<i>(\$5,383,464.15)</i>	<i>\$22,925,285.00</i>	<i>\$9,489,020.89</i>
<i>Depreciation</i>						
Depreciation	690,283.00	6,902,830.00	.00	6,902,830.00	.00	(6,902,830.00)
<i>Depreciation Totals</i>	<i>\$690,283.00</i>	<i>\$6,902,830.00</i>	<i>\$0.00</i>	<i>\$6,902,830.00</i>	<i>\$0.00</i>	<i>(\$6,902,830.00)</i>
Grand Totals						
REVENUE TOTALS	14,142,828.70	48,623,111.88	25,244,198.24	23,378,913.64	31,309,923.77	(17,313,188.11)
EXPENSE TOTALS	2,013,103.11	20,339,094.11	18,819,728.26	1,519,365.85	22,925,285.00	2,586,190.89
Grand Total Net Gain (Loss)	\$12,129,725.59	\$28,284,017.77	\$6,424,469.98	\$21,859,547.79	\$8,384,638.77	\$19,899,379.00

ASHEVILLE REGIONAL AIRPORT

Annual Operating Revenue by Month

April 2025



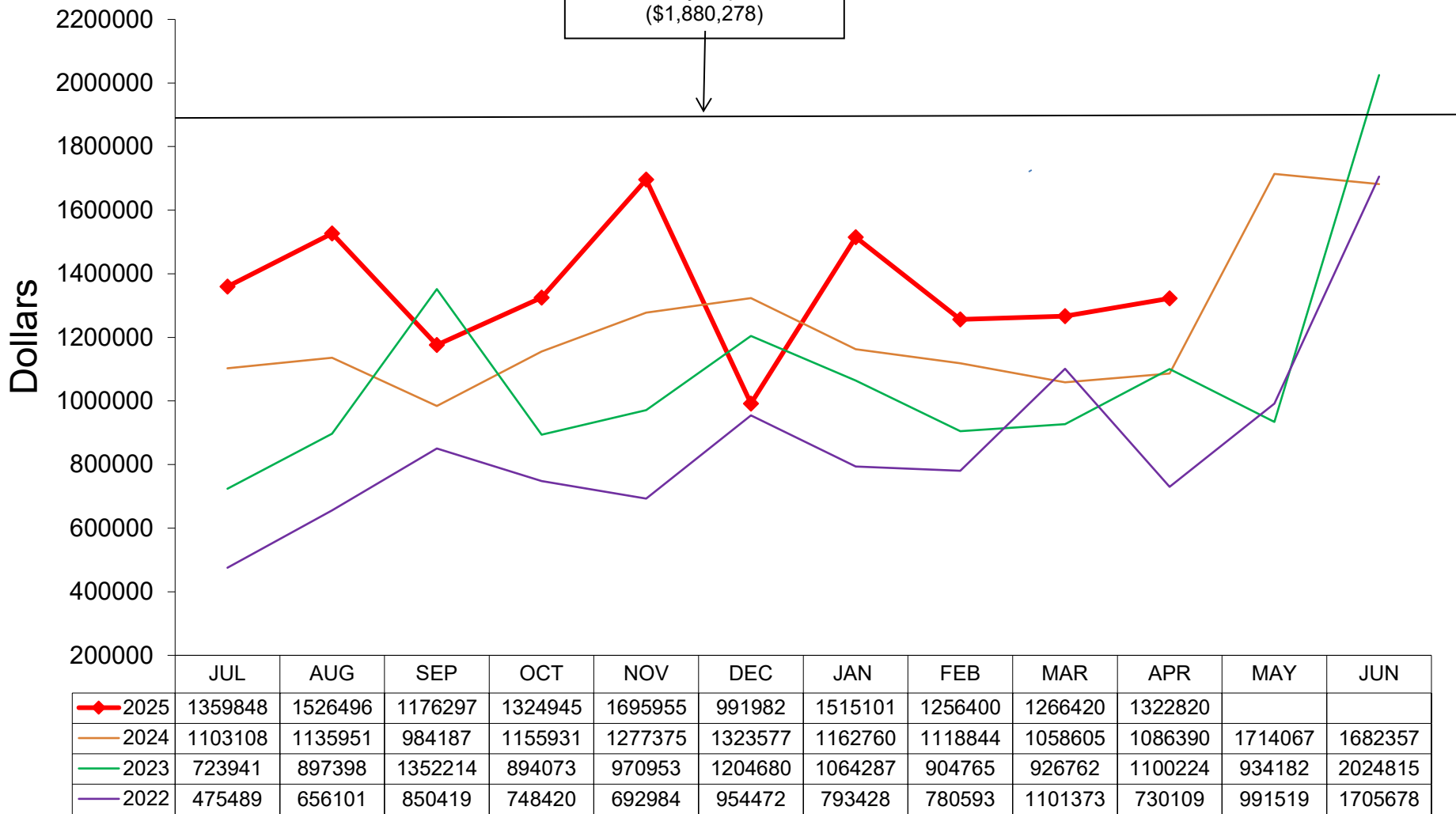
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2025	3303967	3032969	2768582	2292634	1720983	2201701	2132696	2013186	2414867	2478326		
2024	2827482	2615398	2446265	2609082	2349134	2176799	2240605	2031187	2226599	2431758	2535942	2401361
2023	2151973	2170060	1981276	2215944	1946150	1764811	1874458	1690357	2027726	1915691	2173346	2430077
2022	1870783	1766994	1582459	1840835	1614185	1467415	1275749	1215598	1682310	1636179	1857453	2079519

ASHEVILLE REGIONAL AIRPORT

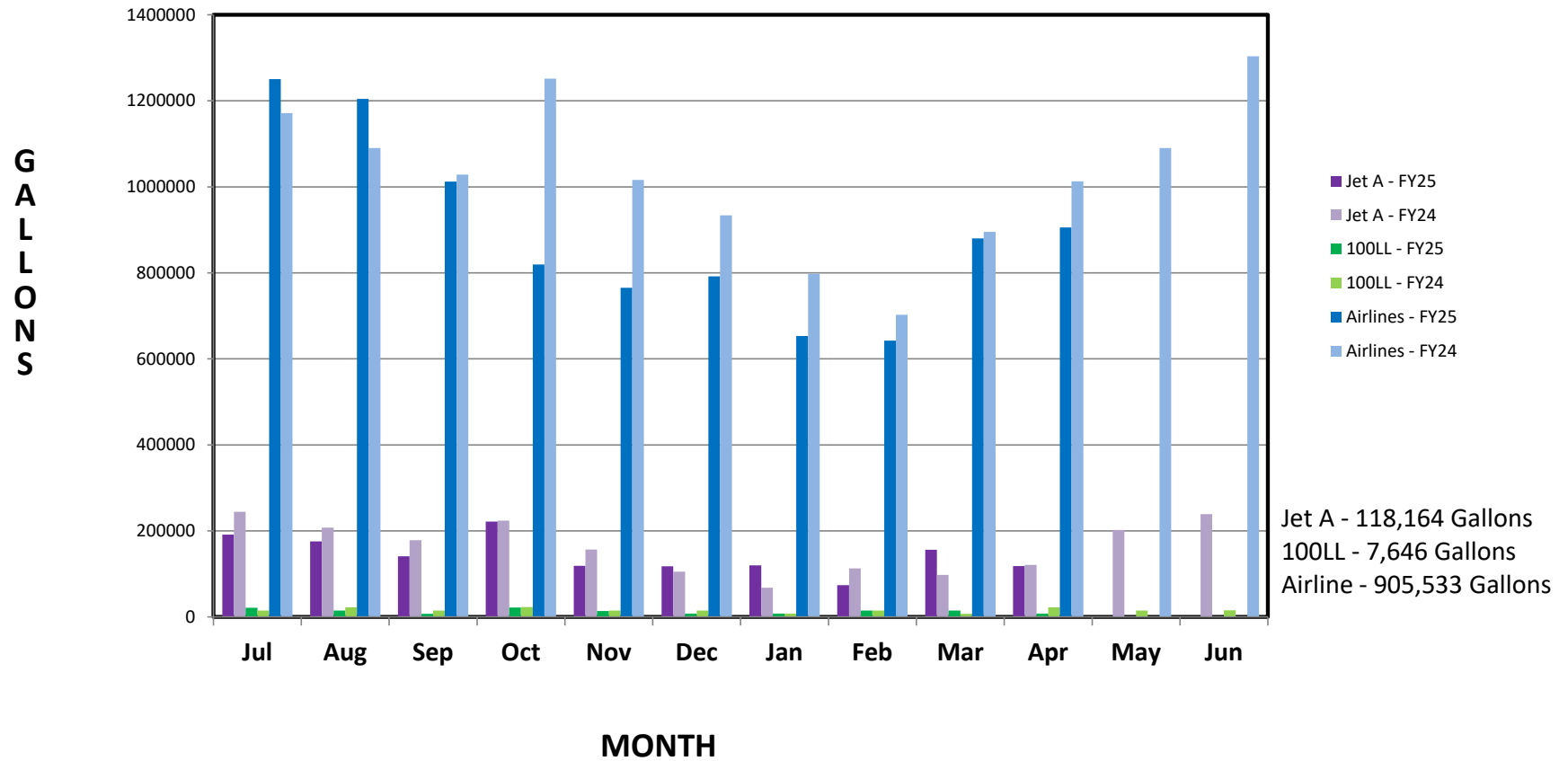
Annual Operating Expenses by Month

April 2025

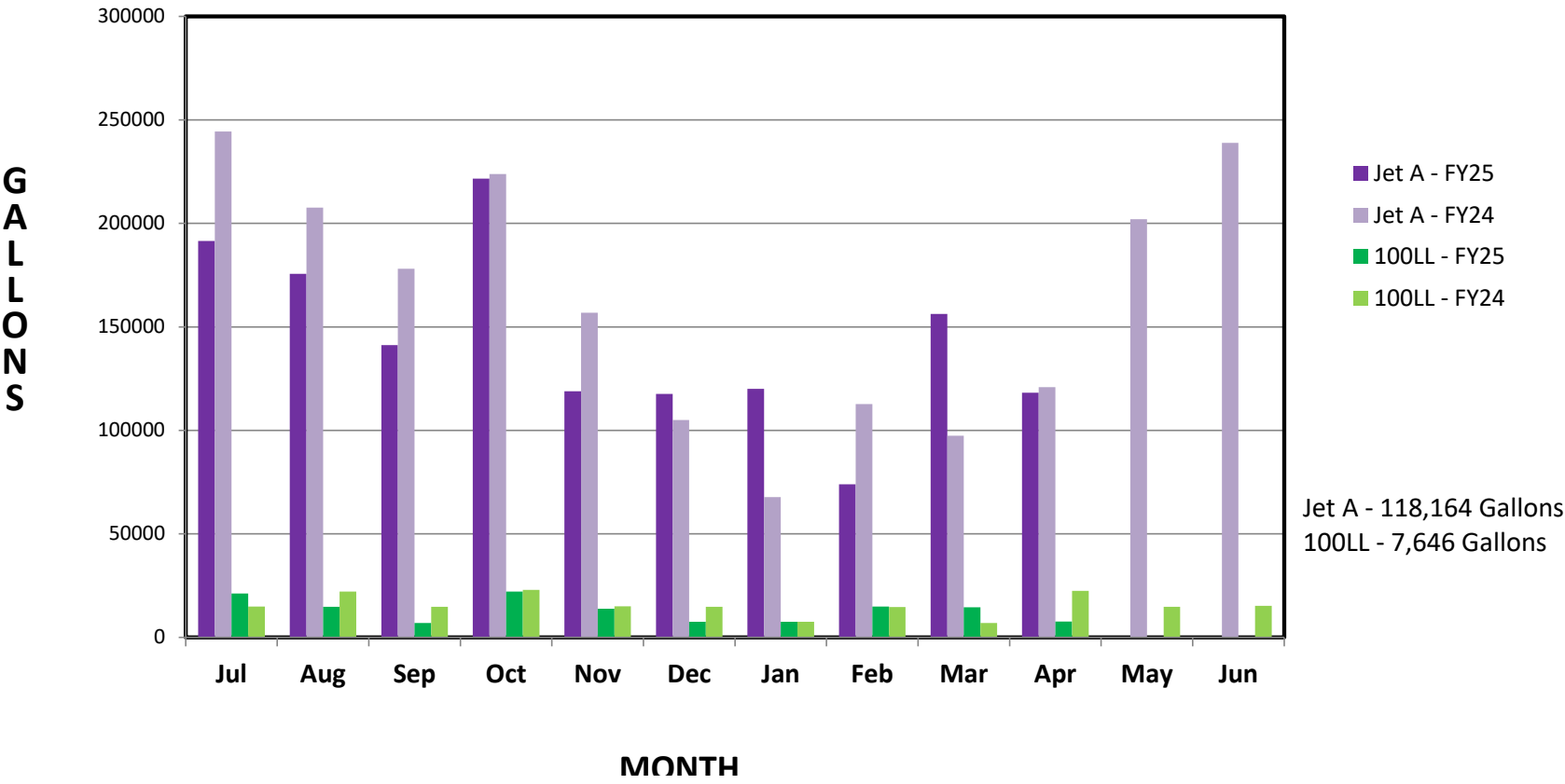
FY 25 Budget - Average
Monthly Expenses
(\$1,880,278)



**ASHEVILLE REGIONAL AIRPORT
FUEL SALES - GALLONS
April 2025**



**ASHEVILLE REGIONAL AIRPORT
GENERAL AVIATION FUEL SALES - GALLONS
April 2025**



Design Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 6/1/2025)	Percent of Original Contract	Board Approved Project Cost	Percent Complete	Expensed to Date (thru 6/1/2025)	Start Date	End Date	Current Project Status (as of 6/1/2025)
1	Terminal Building Renovations	Phase 2 - Terminal Building Modernization Design	Gresham Smith	\$12,608,794	N/A	N/A	\$8,565,433	60.4%	\$21,174,227	86.5%	\$18,310,791	Nov-19	Apr-27	CA services continue.
2	Terminal Building Renovations	Program Management Services	Parsons Transportation Group, Inc.	\$1,661,444	N/A	N/A	\$0	0.0%	\$1,661,444	60.6%	\$1,006,786	Jul-23	Dec-27	Project management continues. Ongoing ORAT services.
3	Air Traffic Control Tower	Design new facility	Pond Company	\$4,157,923	N/A	N/A	\$872,978	15.9%	\$5,030,901	89.3%	\$4,490,988	Mar-21	May-25	CA services continue.
4	Air Traffic Control Tower	RPR Services	Parsons Transportation Group, Inc.	\$556,000	N/A	N/A	\$0	0.0%	\$556,000	88.5%	\$491,887	May-24	Dec-25	Project management continues.
5	Airport Master Plan	Update Current Master Plan	CHA	\$989,004	N/A	N/A	\$45,547	0.0%	\$1,034,551	97.1%	\$1,004,254	Jul-21	Jul-25	Waiting on Master Plan and ALP approval from FAA.
6	South Parking Lot	Design and Construction Administration	AVCON	\$374,976	N/A	N/A	\$80,441	0.0%	\$455,417	94.7%	\$431,189	Jan-23	Jul-25	CA Services in process.
7	Taxiway A Rehabilitation	Design and Construction Administration	AVCON	\$1,129,142	N/A	N/A	\$0	0.0%	\$1,129,142	39.2%	\$442,922	Jun-24	Dec-25	Design is merging with RON Apron project. Advertise for bid in June.
8	RON Apron	Design and Construction Administration	McFarland Johnson	\$408,380	N/A	N/A	\$0	0.0%	\$408,380	42.0%	\$171,443	Nov-24	Mar-26	Hanger demo is complete. Design is merging with Taxiway A Rehabilitation project. Advertise for bid in June.
9	Overlook Parking Lot	Design and Construction Administration	Kimley-Horn	\$1,778,149	N/A	N/A	\$0	0.0%	\$1,778,149	31.3%	\$557,113	Nov-24	Mar-26	Design services continue, completed 60% plans.
10	Parking Garage & Improvements	Design and Construction Administration	McFarland Johnson	\$4,964,318	N/A	N/A	\$0	0.0%	\$4,964,318	0.0%	\$0	Mar-25	Mar-27	Design services continue. Survey complete & traffic analysis underway.
Construction Phase														
Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 6/1/2025)	Percent of Original Contract	*Board Approved Project Cost	Percent Complete	Expensed to Date (thru 6/1/2025)	Start Date	End Date	Current Project Status (as of 6/1/2025)
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 (Consolidated into one CGMP-3)	Gresham Smith	Construction Cost	Hensel Phelps	\$345,792,821	\$14,277,586	0.00%	\$360,070,407	50.3%	\$180,948,500	Jan-22	Apr-27	Furniture installation in progress. Concession areas ongoing. Baggage Handling System equipment testing completed. CEP commissioning under way. Apron reconstruction progressing.
2	Air Traffic Control Tower	Construction of ATCT and Base Building Facility	Pond	Construction Cost	J Kokolakis Contracting	\$44,344,052	**\$2,615,069	0.00%	\$46,561,255	76.1%	\$35,428,707	Dec-22	Jul-25	Parking lot progressing. Cab glass installed. Tower Substantial completion in July.
3	South Parking Lot	Construction work including clearing, paving, stormwater pipe and landscaping	AVCON	Construction Cost	Tennoca Construction Company	\$8,388,839	\$488,047	0.00%	\$10,897,307	67.2%	\$7,324,846	Jun-23	Sep-25	ROFA Improvements scheduled to begin in June.
4	RON Parking - Hangar Demolition	Hangar Demolition for RON Parking Project	McFarland Johnson	Construction Cost	DH Griffin	\$141,200.00	\$0	0.00%	\$170,000	0.0%	\$0	Apr-25	Jun-25	Fence installed. Hanger 1 & 2 & 3 demolition completed. Siding installed on remaining hanger.
							** (CCDs & CO)	* (bal of approved contract)						

Key strategic priorities

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

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