

AGENDA

Asheville Regional Airport Authority Regular Meeting Friday, June 12, 2009, 8:30 a.m. Conference Room at Administrative Offices

* NOTE TO ALL PUBLIC ATTENDEES:

The public may speak on any item on the agenda. There are request cards located outside the public seating area. These cards must be completed and presented to the Recording Secretary prior to the item being heard. Your comments will be addressed prior to the Board's discussion and you will have 5 minutes to address the Board. Thank you for your attention.

- I. CALL TO ORDER:
- II. APPEARANCES: None
- III. PRESENTATIONS:
 - A. Civil Air Patrol
 - B. Airport Director Recap and Wrap-up (document)
- IV. CONSENT AGENDA:
 - A. Approval of the Asheville Regional Airport Authority April 24, 2009 Regular Meeting Minutes (<u>document</u>)
 - B. Approval of the Asheville Regional Airport Authority April 24, 2009 Closed Session Minutes
 - C. Approval of the Asheville Regional Airport Authority May 18, 2009 Special Meeting Minutes



- D. Approval of the Asheville Regional Airport Authority May 18, 2009 Closed Session Minutes
- E. Approval of Airline Operating Agreement and Rates and Charges Policy (document)
- F. Approval of a Waterline Easement Agreement for the North General Aviation Development Project (<u>document</u>)
- G. Approval of Audit Contract (<u>document</u>)
- H. Ratification of Agreements/Purchases Related to the Provision of Air Service Incentives for AirTran Airways (<u>document</u>)
- I. Approval of Insurance Agreements with the North Carolina Association of County Commissioners Pool (<u>document</u>)
- V. OLD BUSINESS: None
- VI. NEW BUSINESS:
 - A. Award of the Construction Contract for the Landside Parking Lot and Terminal Drive Revitalization Project (<u>document</u>)
 - B. Award of the Construction Contract for the Parking Lot Toll Plaza Expansion Project (<u>document</u>)
 - C. Award of a Construction Contract for the A Gates/Terminal Improvements and Renovation Project (document)
 - D. Award of a Contract for the Purchase and Installation of Passenger Boarding Bridges for the A Gates/Terminal Improvements and Renovation Project (<u>document</u>)
 - E. Award of a Contract for the Purchase and Installation of Pre-Conditioned Air and Fixed Ground Power Units (<u>document</u>)
 - F. Award of a Construction Contract for the Triturator/Aircraft Lavatory Cart Service Facility Project (<u>document</u>)



- G. Award of the Construction Contract for the Wright Brothers Way General Aviation Access Road Improvements Project (<u>document</u>)
- H. Award of the Construction Contract for the Second Phase of the Reroofing and Repairs Project (<u>document</u>)
- I. Award of a Construction Contract for the General Aviation Aprons Expansion and Connector Taxiway Project (<u>document</u>)
- J. Award of the Bid for the Purchase of a Rapid Intervention Firefighting Vehicle (<u>document</u>)
- K. Approval of Solar Energy Project with FLS Energy (document)
- L. Approval of Westside Site Preparation Project with Charah, Inc. (document)
- M. Approval of Space/Use/Operating Permit with WNC Aviation (document)
- N. Approval of Space/Use/Operating Permit with AdvantageWest (document)
- O. Discussion of Executive Director Evaluation Instrument and Desirability of Bonus Compensation
- VII. DIRECTOR'S REPORT:
 - A. Financial Update
 - B. Status of the Airport Improvement Program
 - C. Report on Results of the Jumpstart Air Service Development Conference

VIII. INFORMATION SECTION:

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

- A. April, 2009 Traffic Report (document)
- B. April, 2009 Monthly Financial Report (document)



- C. June, 2009 Marketing and Public Relations Report (document)
- D. June, 2009 Development/Project Status Report (document)
- E. Potential Board Items for the Next Regular Scheduled Meeting:
 - Civil Air Patrol Space/Use/Operating Permit
- IX. AUTHORITY MEMBERS' REPORTS:
- X. PUBLIC AND TENANTS' COMMENTS:
- XI. CLOSED SESSION:

Pursuant to Subsections 143-318.11 (a) (3) and (6) of the General Statutes of North Carolina in order to consult with legal counsel and to consider personnel matters.

XII. ADJOURNMENT.

Respectfully submitted,

David N. Edwards, Jr., A.A.E. Airport Director

Approved:

David Hillier Chairman

This agenda of the 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 to this agenda, the Authority does not warrant or guarantee its accuracy or completeness for any purpose. The agenda is subject to change before or at the Board meeting.



MEMORANDUM

- TO: Members of the Airport Authority
- FROM: David N. Edwards, Airport Director
- DATE: June 12, 2009

ITEM DESCRIPTION – Presentation Item B

Airport Director Recap and Wrap-up

BACKGROUND

I will present to the Authority Board a recap of the accomplishments over the last 5 $\frac{1}{2}$ years during my tenure as the Airport Director and indentify the key issues that the Board and Staff will need to continue to focus on in the future. The presentation will be distributed at the Board meeting.

REGULAR MEETING ASHEVILLE REGIONAL AIRPORT AUTHORITY April 24, 2009 8:30 a.m.

The Asheville Regional Airport Authority ("Authority") met on Friday, April 24, 2009 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport ("Airport"), 61 Terminal Drive, Suite 1, Asheville, NC 28732.

MEMBERS PRESENT: David R. Hillier, Chairman; Chuck McGrady, Secretary-Treasurer; Rhett Grotzinger; Susan C. Fisher; and Jeffrey A. Piccirillo.

MEMBERS ABSENT: David Gantt, Vice-Chairman; Brownie Newman

STAFF AND LEGAL COUNSEL PRESENT: Victor Buchanan, Authority Legal Counsel; Lew S. Bleiweis, Deputy Airport Director; D. David Nantz, Director of Operations and Maintenance; Kevin Howell, Development Manager; Patti Michel, Director of Marketing and Public Relations; Royce Holden, IT Director; C. Jeffrey Augram, Chief of Public Safety; Christy Brunson, Finance Manager; Suzie Baker, Administration Manager and Ellen Heywood, Recording Secretary.

<u>CALL TO ORDER</u>: The Chairman welcomed everyone in attendance and called the meeting to order at 8:30 a.m.

APPEARANCES: None

PRESENTATIONS:

A. <u>Terminal Area Parking and Access Road Improvements Project</u> <u>Presentation</u>: Mr. Howell reminded the Board that on August 8, 2008 the Board approved Option C of the Terminal Area Parking and Access Road Improvements Project which consists of three bid packages including the terminal access roadway and parking lot improvements, general aviation access roadway improvements and toll plaza improvements. Mr. Howell has been working with the LPA Group on the design portion of this project.

Mr. Howell reviewed the improvements to the terminal access roadway and parking lot and informed the Board of the engineering estimates of \$1,680,000 for the parking lot and \$860,000 for the access roadway for a total of \$2,540,000. Although the parking lot portion of the project is not eligible for AIP reimbursement funds, the terminal access roadway will be eligible for AIP reimbursement funds.

Mr. Howell updated the Board on the General Aviation Access project on Wright Brothers Way with details of the repairs to the roadway as well as landscape options, sidewalks and lighting plans. Mr. Howell informed the Board that the design is still being finalized as staff is continuing to work with the LPA Group to possibly modify the designs in order to lower the estimated cost of \$2,900,000 for this portion of the project.

The final portion of this project is the Toll Plaza. This phase includes toll plaza expansion to add a third lane and a small administrative building. The engineers estimate this project to cost \$270,000.00 for site work and \$286,000.00 for the building for a total cost of \$556,000.00. If the Board decides not to move forward with the toll plaza expansion, the site work portion of this phase of the project would need to be transferred to the terminal access roadway and parking lot phase as this is site work that needs to be done immediately around the toll plaza.

Mr. Howell informed the Board that staff would come before the Board at the June 12th meeting with a recommendation for the construction contract award.

Mr. Grotzinger questioned the passenger enplanement figures from the TAP study that were used to determine the need for this project. Mr. Howell responded that the parking lot piece of the project was scaled back from the original designs but due to deteriorating pavement there is a need to maintain the parking lot. Mr. Howell further stated that the toll plaza improvement is the only portion of the project that was included in the TAP study. Mr. Grotzinger also questioned what phases of the project were AIP eligible and which portions would need to be funded by the Authority. Mr. Howell replied that the parking lot and toll plaza would need to be funded 100% by the Airport Authority and the general aviation roadway would be eligible for 95% AIP funding. Mr. Howell further stated that the out of pocket funds for this project would be \$3 million total.

Mr. Grotzinger also inquired if any further information was gathered on the Odyssey Fuel Farm relocation. Mr. Bleiweis responded that due to the cost of the relocation and the lack of funding from the FAA as well as the decision of the Board to not go forward with this project at this time, staff has not had further discussions with Odyssey Aviation to date.

B. <u>Runway 16/34 Rehabilitation/Reconstruction Project Phase 1 –</u> <u>Pavement & Lighting Evaluation Presentation</u>: Mr. Howell reminded the Board that in October of 2008 RS&H was engaged for a pavement and runway lighting evaluation. Bill Sandifer and Bob Overby from RS&H were present to give the Board the results of the evaluation performed and their recommendation for the Runway project. Mr. Sandifer informed the Board that the presentation was given to the FAA a couple of times and this project is a two-phase program to reconstruct or rehabilitate the runway.

Mr. Sandifer informed the Board that an assessment of the pavement and lighting was completed and current FAA design standards were looked at. A history of the runway construction was given with the last rehabilitation completed in 1995. Sections of the

pavement are deteriorating rapidly and currently show a fair to poor condition. Reconstruction may be needed in 5 to 7 years if rehabilitation is not done in the next 2 years. The pavement structure is sound and the runway can effectively be rehabilitated today.

The airfield electrical system was also evaluated and is in very bad shape. The lighting system needs to be significantly upgraded in the future because of age.

FAA design standards were also reviewed with the current runway/parallel taxiway separation standard being 400 feet. Asheville's 325 feet separation does not meet the current guidelines. Runway signage would also need to be updated to meet current standards. Mr. Sandifer summarized by stating that pavement rehabilitation is recommended and replacement of a significant amount of lighting and NAVAIDs is needed. A discussion of the Pavement Condition Index (PCI) followed with a review of the particular areas of the runway used by aircraft for takeoffs and landings. The Chairman noted that this is a critical time in determining the need for rehabilitation.

Mr. Overby reviewed the various options for reconstructing/rehabilitating the runway including closure times, operational impacts and costs. Mr. Overby further stated that discussions have been held with the FAA regarding these projects and 7-year funding guidelines were given to the FAA. The FAA sees the benefits of reconstructing the runway and constructing a parallel taxiway and Staff is hoping to have more feedback from the FAA in the next few months on whether they are open to funding this project. The recommendation of the consultants was to reconstruct the runway with a 75 foot shift and construction of a parallel taxiway.

Mr. Howell summarized by stating that the FAA agrees with the recommendation of the consultants and that it comes down to a funding issue. A discussion of the FAA's Letter of Intent program ensued with Mr. Howell stating that this is not a guarantee from the FAA but just a letter of intent.

Mrs. Fisher inquired about loss of traffic during a seven year project and safety issues involved. Mr. Bleiweis responded that it was not financially possible to close the airport so a night-time option is the most viable but there is always the possibility of delays and cancellations for passengers. Mr. Bleiweis further stated that the safety standards are set by the FAA and the types of aircrafts operating at AVL does not pose an immediate danger due to the close proximity of the taxiway and runway centerline separations.

Mr. McGrady questioned the possibility of the pavement going from a satisfactory condition to a poor condition within 4 to 5 years since the recommendation is a 7 year reconstruction project. Mr. Overby responded that by the 5 year forecast the pavement would not be unusable but would need to be reconstructed and as long as the rehabilitation is done or in the process of being done it would be fine. If a 7 year program was chosen, by the time the runway would need to be reconstructed the new taxiway/alternate landing area would be completed.

A discussion of the loss of developable land on the Westside took place as well as safety issues and future plans of a new parallel taxiway.

C. <u>A-Gates/Terminal Renovation Project Presentation</u>: Mr. Howell appeared before the Board to give an update on the A-Gates/Terminal Renovation Project. Mr. Howell reminded the Board that the FAA has approved \$7.5 million in stimulus funds for this project. The project components consist of a new ground level boarding lounge area, two new passenger boarding bridges capable of handling up to group III aircraft, relocated office functions, centered security checkpoint and new finishes consistent with landside terminal design. The project consists of two bid packages; the Terminal Renovation and Expansion which includes a base bid with three alternates, and one for Passenger Boarding Bridges. Aerial photographs of the existing terminal were shown as well as renderings of the design of the terminal expansion and floor plans with the base bid and three alternates. The project schedule was outlined with construction scheduled to begin in July of 2009.

A discussion of potential job gains, the centered security checkpoint, grant documentation and use of a resident inspector on the project followed with the Chairman thanking Mr. Howell for his work on these projects.

CONSENT AGENDA:

A. <u>Approval of the Asheville Regional Airport Authority March 13, 2009</u> <u>Regular Meeting Minutes</u>: Mr. Grotzinger made a motion to approve the Regular Meeting Minutes of the March 13, 2009 Board Meeting. Mr. McGrady seconded the motion and it carried by unanimous consent.

OLD BUSINESS:

A. <u>Public Hearing and Final Adoption of the Authority's Fiscal Year</u> <u>2009/2010 Budget</u>: Mr. Bleiweis reminded the Board that the draft Budget was presented to the Board at the February 13 Board Meeting and was discussed at the Retreat Meeting later in February. The Board approved the preliminary Budget at the March 13 Board Meeting and then the Budget sat for 30 days for public comment.

The Chairman opened the floor to public comment at 10:47 a.m. There were no public comments and the Chairman closed the floor to public comment at 10:47 a.m.

Mr. Grotzinger commented that the budget calls for an increase in revenue and spending, however, revenues at this time last year were \$5.2 million and are currently at \$4.4 million today which is an \$800,000 decrease in revenue over last year. Considering the downward trend of revenues, Mr. Grotzinger would like to see staff take a look at the budget, make some cuts, freeze salaries and hiring of non-essential positions and decrease overall spending by 5 to 10%. Mr. Bleiweis responded that staff is concerned with what is happening but relayed to the Board that although revenue is down this month, expenses are also below budget by almost 12% and staff is watching

costs. Mr. Bleiweis recommended that the Board wait until June to look at the March and April figures and then decide to make recommendations to the budget if needed.

Mr. Buchanan reminded the Board that due to the City/County Agreement revised in January of 2008, the Authority is required to submit the budget to the County Finance Manager on or before April 30th. The Chairman stated that he was confident in the staff's ability to monitor the situation. Mrs. Fisher made a motion to approve the Fiscal Year 2009/2010 Budget as presented by staff and Mr. Piccirillo seconded the motion. The motion carried by a 4 to 1 vote with Mr. Grotzinger voting against the motion.

ASHEVILLE REGIONAL AIRPORT AUTHORITY 2009-2010 BUDGET ORDINANCE

BE IT ORDAINED by the Asheville Regional Airport Authority that, pursuant to Section 159-13 of the General Statutes of North Carolina, the 2009-2010 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 Asheville Regional Airport for the fiscal year beginning July 1, 2009 and ending June 30, 2010 in accordance with the following schedules:

EXPENDITURES

Administration	\$ 1,544,428
Terminal	2,643,374
Airfield	1,245,283
General Aviation	423,728
Parking Lot/Roadway	223,852
Other	209,097
Carry-over Capital Expenditures from Prior FY	6,625,658
Other Reserve Funds	3,894,880
Capital Improvement Fund	5,450,068
Renewal and Replacement Fund	142,277
Equipment and Small Capital Outlay Fund	104,440
Business Development Fund/Agreement Obligations	300,000
Debt Service Fund	626,823
Total Expenditures	\$23,433,905

Section 2. It is estimated that the following revenues will be available for the fiscal year beginning July 1, 2009 and ending June 30, 2010.

REVENUES

Administration (Interest Income)	\$ 157,200
Terminal	3,154,910
Airfield	819,650
General Aviation	873,790
Parking Lot/Roadway	2,154,100
Other	140,940
FY 08/09 Capital Carry-Over Funds	6,625,658
FY 09/10 PFCs	850,000
FY 09/10 CFCs	900,000
Federal Grants FY 09/10	5,177,564
NCDOT Grants FY 09/10	136,252
Transfer from ARAA Cash/Investments	2,443,841
Total Revenues	\$23,433,905

Section 3. This Budget Ordinance shall be entered in the minutes of the 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 Secretary of the Asheville Regional Airport Authority, who, for the purposes of this ordinance, is designated as the Clerk to the Asheville Regional Airport Authority as described in G.S. 159-13.

Section 4. This ordinance shall become effective on July 1, 2009

Adopted this 24th day of April, 2009.

David R. Hillier, Chairman

Attested by:

Charles W. McGrady, Secretary-Treasurer

NEW BUSINESS:

A. <u>Award of a Construction Contract for the North General Aviation</u> <u>Expansion Project – Waterline Extension</u>: Mr. Howell reported to the Board that it

is the responsibility of the Authority to provide utilities to the site per the agreement with Landmark Aviation. An extension of the existing waterline is required to service Landmark Aviation's fuel farm site to meet fire marshal requirements. Two bids were submitted and the lowest bid of \$53,900 exceeds the \$50,000 signing authority of the Director. The recommendation of staff was to award the construction contract to Patton Construction Group, Inc. for a waterline extension in the amount of \$53,900.00. Mr. McGrady made a motion to approve the construction contract in the amount of \$53,900.00 to Patton Construction Group, Inc. and Mr. Grotzinger seconded the motion. The vote carried by unanimous consent.

EXECUTIVE REPORT:

A. <u>**TSA Gate Screening**</u>: Mr. Bleiweis reported that TSA has decided to bring back random gate searches and checks at airports. Mr. Bleiweis further stated that this was not anticipated in Asheville but would be conducted at other airports.

B. <u>AIP Extension</u>: Mr. Bleiweis informed the Board that President Obama signed House Bill 1512 that fully authorizes AIP funding through the end of the current federal fiscal year of September 30, 2009 in the approximate amount of \$3.5 billion on top of an additional \$1.1 billion for the economic recovery act. Congress is also moving forward on trying to set up a new reauthorization program for the next couple of years.

C. <u>Honor Air Flights</u>: Mr. Bleiweis stated that three Honor Air Flights that fly WWII veterans to Washington D.C. were scheduled from Asheville. The first took place the weekend of April 18 and two more scheduled for May 16 and May 30. Mr. Bleiweis recognized Ms. Michel for her work on this program.

Mr. Bleiweis also informed the Board of an upcoming Public Safety full exercise emergency drill with full support from Asheville City Fire and Rescue. This drill takes place on May 14 and 15 and tests all forms of emergency preparedness throughout the city.

Mr. Bleiweis further reported that on May 29 the B17 Bomber would be coming to Asheville for land and air tours.

D. <u>Air Service Incentive</u>: Since Mr. Newman was not in attendance at this Board meeting, the air service incentive discussion was postponed until the June 12 Board Meeting.

INFORMATION SECTION: Mr. Bleiweis informed the Board that February traffic was up .2% continuing our five month trend of increased traffic. Preliminary numbers for March show an increase of 8.2%.

<u>AUTHORITY MEMBERS' REPORTS</u>: Mr. Grotzinger mentioned the possibility of a potential situation with regards to the minimum standards for FBO's. Landmark

Aviation has been closing at 8:00 p.m. and leaving a phone number to call. Odyssey Aviation meets the minimum standards and has staff on site 24 hours a day. Mr. Grotzinger suggested staff review the minimum standards with Landmark Aviation. Mr. Bleiweis responded that he had spoken with the general manager of Landmark Aviation and their hours are currently 6:30 a.m. to 8:30 p.m. but are in the process of hiring additional staff to extend their hours. Mr. Bleiweis will be happy to look at the minimum standards now or wait to see if Landmark hires additional people. The Chairman stated this could be a presentation to consider for the June meeting. The Chairman further stated that the Board hopes to have the Civil Air Patrol presentation at the Board meeting in June.

PUBLIC AND TENANTS' COMMENT: No Comments

<u>CLOSED SESSION</u>: At 10:06 a.m. Mr. McGrady moved to go into closed session pursuant to subsections 143-318.11 (a) (3) and (6) of the General Statutes of North Carolina, in order to consult with legal counsel and to consider personnel matters. Mr. Grotzinger seconded the motion and it carried by unanimous vote.

Open Session resumed at 10:54 a.m.

MOTION FOR APPROVAL AND SEALING OF CLOSED SESSION MINUTES: Mr. McGrady moved to approve the minutes for the February 27, 2009, Closed Session and the March 13, 2009, Closed Session and to seal and withhold such minutes from public inspection so long as public inspection would frustrate the purpose or purposes thereof. Mrs. Fisher seconded the motion and it carried by unanimous vote.

ADJOURNMENT: Mr. McGrady moved to adjourn the meeting at 10:55 a.m. Mrs. Fisher seconded the motion and it carried by unanimous vote.

The next regular meeting of the Authority will be on Friday, June 12, 2009 at 8:30 a.m. in the Conference Room at the Authority's Administrative Offices, Asheville Regional Airport, 61 Terminal Drive, Suite 1, Asheville, NC 28732.

Respectfully submitted,

Charles W. McGrady Secretary-Treasurer

Approved:

David R. Hillier Chairman



MEMORANDUM

TO: Members of the Airport Authority

FROM: David N. Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION –Consent Agenda Item E

Approval of Airline Operating Agreement and Rates and Charges Policy

BACKGROUND

The Airport Authority has agreements and an established rates and charges policy for airlines operating at the Asheville Regional Airport.

ISSUES

The current airline agreement expires June 30, 2009. As Staff has previously apprised the Authority Board, Staff has been in negotiations with the airlines on the establishment of a new airline operating agreement along with a new rates and charges policy (see attachments).

Staff has a final meeting with the airlines on June 8, 2009 to wrap-up any outstanding items related to the agreement and rates and charges policy. Staff does not anticipate any significant changes to either the proposed agreement or rates and charges policy based on the discussions to date.

ALTERNATIVES

The Authority Board could decide to request that Staff extend the current agreement with the airlines.

FISCAL IMPACT

The new rates and charges policy will have a positive impact on airline rates and charges. The cost per passenger under the current agreement is projected at \$6.83



ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Agenda Item E Approval of Airline Operating Agreement and Rates and Charges Policy Page 2

based on 298,000 annual enplanements for FY 2009. However, taking into consideration that annual enplanements are now at approximately 280,000 the cost per passenger under the current rate structure would rise to \$7.27. Under the new rates and charges policy the cost per passenger will be reduced to \$6.15 based on the same 280,000 annual enplanements. This is being achieved through a reallocation of expenses among cost centers to more appropriately reflect where the expenses are incurred.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the proposed new rates and charges policy and airline operating agreement; and (2) authorize the Airport Director to execute the necessary documents.

ASHEVILLE REGIONAL AIRPORT AUTHORITY

ASHEVILLE REGIONAL AIRPORT

AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, ("Effective Date") by and between the **ASHEVILLE REGIONAL AIRPORT AUTHORITY**, a joint governmental agency organized and created by the City of Asheville and the County of Buncombe, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, whose address is 61 Terminal Drive, Suite 1, Fletcher, North Carolina 28732, hereinafter referred to as "Authority", and

Name of Airline:

Address:

Telephone:

Fax:

Authorized Representative: Name:

Title:

a corporation duly organized and existing under the laws of the State of ______, and authorized to business in the State of North Carolina doing business as ______ and hereinafter referred to as "Airline."

WITNESSETH

WHEREAS, Authority has the right to lease and license the use of property on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline, as duly authorized by competent governmental authority, is engaged in the business of certificated air transportation with respect to persons, property and mail at the Airport and elsewhere; and

WHEREAS, Airline requires the use of certain premises, facilities, rights and privileges in connection with its use of the Airport and with respect to the passenger Terminal Building and Authority is willing to grant the same to Airline upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Use of the Airport. The Authority is the operator of the Asheville Regional Airport ("Airport") located in Asheville, North Carolina; and by executing this Airline-Airport Operating and Space Use Agreement ("Agreement"), Airline evidences its intent to commence or continue the operation of its business of transporting passengers, cargo and mail by air ("Air Transportation Business") at the Airport.

2. Business to be Conducted. Airline shall have the right to operate its Air Transportation Business at the Airport, including the right to land and takeoff its aircraft, park its aircraft and load and unload its passengers, baggage, mail and air cargo at locations in the Terminal Building ("Terminal") at the Airport provided by the Authority or an Air Transportation Business ("Ground Handler") occupying Terminal facilities at the Airport under an agreement with the Authority. Airline shall not conduct any business or commercial operation from or on the Airport that is not part of its Air Transportation Business.

3. Term. The term of this Agreement will commence on the Effective Date and unless sooner terminated in accordance with the terms and provisions of this Agreement, shall continue until terminated by either party by giving sixty (60) days' prior written notice to the other party of its intention to terminate.

If an Airline that employs a Ground Handler to conduct its Air Transportation Business at the Airport terminates its relationship with such Ground Handler, this Agreement shall terminate automatically, without notice, unless within five (5) business days prior to such termination it makes alternate arrangements for the conduct of its Air Transportation Business at the Airport which are satisfactory to the Authority. Upon the expiration or other termination of this Agreement, Airline's rights granted herein, including its authority to use the Terminal and other Airport facilities shall expire and Airline shall cease its operations at the Airport.

4. Operational Status and Requirements. Airline hereby advises Authority, by initialing **ONE** of the following sections, that:

_____ It is a Scheduled Airline and will require access to ramp and terminal facilities at the Terminal.

_____ It is a Charter Airline and will require access to ramp and terminal facilities at the Terminal.

_____ It is a Charter Airline and will require access to ramp and terminal facilities of a Fixed Base Operator located on the north side of the Airport.

_____ It is providing All Cargo Transportation to the Airport, and will not require access to the Terminal.

Airline shall give Authority at least sixty (60) days prior written notice of any proposed change in its operational requirements or status as a Scheduled Airline or Charter Airline, as set forth above.

5. Use of Terminal Facilities. Airline is authorized to use preferential use, joint use and common use premises, loading bridges, regional boarding ramps, and aircraft parking positions at the Airport (i) as may be assigned to Airline by Authority, as more particularly described in Paragraph 5.(a), below, (ii) as may be provided for its use by its Ground Handler, or (iii) as may be otherwise permitted herein.

(a) Assigned Space. The following applies to any space (hereinafter referred to as the "Assigned Space") assigned to Airline by Authority hereunder. The Assigned Space shall consist of space in the Terminal at the Airport, as more particularly described in the drawing attached hereto as **Exhibit "A"**. All space is assigned on a preferential use basis as depicted on such **Exhibit "A"**.

(b) Common Use Space and Facilities. Airline shall have the right, in common with other airlines operating at the Airport, to use the common passenger screening, holdrooms, baggage make-up, baggage claim, loading ramps and bridges, and tug drive areas of the Terminal. Airline's use of such areas shall be limited to the enplaning and deplaning of its passengers and their baggage, and cargo in connection with the operation of Airline's Air Transportation Business at the Airport. Airline agrees that its use of the foregoing areas shall be subject to the reasonable and non-discriminatory rules and regulations established from time to time by the Airport Director ("Director") of the Authority or such other person designated by Authority to exercise functions with respect to the rights of the Authority under this Agreement.

(c) Ground Handler Alternative. Airline intends to employ as its Ground Handler. Such Ground Handler will be responsible for providing (i) any Assigned Space for Airlines' operations, and/or (ii) above and below wing services for Airline. A copy of the written agreement (specific fees and charges information may be excluded) between Airline and such Ground Handler is attached as **Exhibit "B"** to this Agreement. Airline will promptly notify Authority in writing should such agreement be terminated, and provide the Authority with a written copy of any new agreement which may be entered into with another Ground Handler. If such Ground Handler is a wholly-owned subsidiary of Airline the provision of the written agreement as outlined above is not required.

6. Rentals, Fees, and Charges. Rates and Charges shall be established

annually based on the Airline Rates and Charges Policy set by the Authority which may be amended at by the Authority's discretion, subject to consultation and review with the Airline and other airlines. No later than sixty (60) days prior to the beginning of each Fiscal Year, Authority shall establish, pursuant to the Authority's Airlines' Rates and Charges Policy, and formally notify Airline and other airlines in writing of the Scheduled Airlines' Terminal Building Rental Rate, Landing Fee Rate, Passenger-Related Security Fee, Passenger Loading Bridge/Regional Boarding Ramp Fee, Apron Fee, Passenger Facility/Services Fee (including the Holdroom Fee, Baggage Claim Fee, and Baggage Tug Areas Fee), Scheduled Airlines' Bad Debt Expense Allowance for the Fiscal Year, and Airline Rentals, Fees and Charges to be in effect for said Fiscal Year. Authority's notification to Airline and the other Airlines shall include notice of the time and place of a meeting, to be held not later than thirty (30) days following Authority's notification, to discuss said Airlines' Rentals, Fees and Charges, expenses and capital charges used in the calculation thereof, and to answer questions of Airline and the other Airlines concerning the same. Said Rentals, Fees and Charges shall be set forth and supported by a document prepared by the Authority known as the "Statement of Airlines' Annual Rates and Charges", which shall include expenses and capital charges used to calculate said rates and charges.

Airline shall pay to Authority the following rentals and fees:

(a) Assigned Space. Airline shall pay the Authority for its use of Assigned Space in the Terminal including preferential use and joint use space.

(b) Common Use Space and Facilities. Airline shall pay the Authority its share of rentals on common use Terminal facilities used by Airline on a per enplanement basis.

(c) Landing Fees. For its use of the airfield and appurtenant facilities, Airline shall pay a landing fee for each and every aircraft landed by the Airline at the Airport. The landing fee shall be determined by multiplying the then current landing fee rate times each 1,000 pounds of the total maximum gross landing weight certified by the Federal Aviation Administration for each aircraft type operated by Airline at the Airport ("Certified Maximum Gross Landing Weight" or "CMGLW") during each month.

(d) Apron Fees. For its use of the apron and appurtenant facilities, Airline shall pay an apron fee for each and every aircraft turn by the Airline at the Airport.

(e) Passenger Loading Bridge and Regional Boarding Ramp Fees. For its use of a passenger loading bridge and/or regional boarding ramp and appurtenant facilities, Airline shall pay a passenger loading bridge and regional boarding ramp fee for each and every aircraft turn by the Airline at the Airport.

(e) Security Fees. Airline shall be assessed and pay to Authority a pro rata portion of any security fees charged to airlines operating at the Terminal.

(f) Passenger Facility Charge ("PFC"). 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 PFC applicable to Airline's passengers enplaning at the Airport imposed by the Authority from time to time pursuant to applicable Federal law and regulations.

(g) Communication Fees and Charges. Authority shall provide voice, data, and cabling services within the Terminal and Airline shall utilize the Authority's installed telephone system, data services, and/or cabling. Airline shall pay monthly fifty dollars (\$50.00) per telephone line, plus equipment costs (current equipment costs outlined in Exhibit "H") and forty dollars (\$40.00) per IP address (up to 768 kbps bandwidth) for telephone/data services provided by Authority, and thirty (\$30.00) for the use of Authority network cabling infrastructure for services not provided by the Authority. Such telephone/data/cabling service and equipment charges are subject to annual adjustment by the Authority.

(h) Shared Terminal Services. Upon the installation of such-shared terminal equipment for passenger processing at the common-use airside gates, Airline and the other Airlines, shall be required to use said equipment in lieu of airline-provided equipment, and shall pay fees for the use of the said equipment as the Authority may establish to recover its installation and operating costs therefore.

(i) Other Fees and Charges. In addition, in accordance with the terms and conditions of this Agreement, Airline agrees to 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, 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. Such other fees and charges shall be detailed by the Authority at the annual Airline consultation meeting of the Statement of Airlines' Annual Rates and Charges as described in Section 6 above.

7. Payment of Rentals, Fees and Charges. In consideration for the rights granted hereunder by the Authority, Airline shall pay Authority monthly rentals, fees and charges calculated at the rates and in the amounts shown in **Exhibit "C"** attached hereto, plus any applicable sales or use taxes due thereon as follows:

(a) Space Rentals for its 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.

(b) On or before the fifteenth (15th) day of each month Airline shall pay for its landing fees, common use space fees, passenger loading bridge/regional boarding ramp fees, and airline security reimbursement requirement for the immediately preceding month.

(c) Airline shall report to Authority on or before the fifteenth (15th) business day of each and every month Airline's actual operating activity for the prior month by submitting a written report, included herein as **Exhibit "D**" or in such other form as the Authority may require. If Airline fails to furnish Authority with its monthly operating activity by the date specified, Authority shall estimate Airline's operating activity by any reasonable method. Airline shall pay such invoice without deduction or set-off no later than the first (1st) day of the month immediately following the month in which Authority issues its invoice. Upon the request of the Director, but not more than annually, Airline agrees to provide the Director with a certification of the then current CMGLW for each aircraft type then operated by Airline. The acceptance by Authority of any payments from Airline shall not preclude Authority from verifying the accuracy of Airline's reports or be construed as a waiver of interest penalty due, if any.

(d) 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.

(e) Airline shall be responsible for reporting of activity and payment of any and all fees and charges related to Airline's ground handling of other airlines. Such reporting and payments shall be made in accordance with the provision of this agreement as if the Airline were operating such flights itself.

(f) Except as provided in subsection (d) above or if such payments or reporting is under dispute by Airline, Airline shall be deemed delinquent if its payments and reporting information required under subsections (a) through (c) are not received by the Authority on or before the fifteenth (15th) day of the month in which they are due. Authority shall be entitled to assess a late payment fee of one and one-half percent (1.5%) per month or fraction thereof for any amounts that are deemed delinquent from the date due until the date payments are received by Authority, plus a late payment administrative charge of five hundred dollars (\$500.00) per late payment.

If in the reasonable business discretion of the Authority it is (q) determined that the financial condition of Airline, if beginning 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. In the event that the Authority determines a security deposit is required, Airline shall deposit such sum with Authority upon execution of this Agreement or 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. 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, 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 use and wear excepted. In the event that all or any portion of the security deposit is so applied, Airline shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Airline's failure to do so within five-thirty (530) days after its receipt of such demand shall constitute a default under this Agreement. 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 after the termination of this Agreement. The Authority will not pay interest on any security deposit.

In consideration for the rights granted hereunder by the Authority, Airline shall pay 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:

By U.S. Mail:	Attn: Accounting Department Asheville Regional Airport Authority 61Terminal Drive, Suite 1 Fletcher, NC 28732-9442
By Express Mail or Overnight Delivery:	Attn: Accounting Department Asheville Regional Airport Authority 61 Terminal Drive, Suite 1 Fletcher, NC 28732-9442
Payment may also be made to Authority by Wire Transfer, if so authorized by Authority, as follows:	Bank of America Skyland Branch 1896 Hendersonville Road Asheville, NC 28803 9-digit routing number: 053000196

In the event this Agreement commences or terminates on other than the first or last day of any particular month, the amount due hereunder shall be prorated.

8. Rate Making Methodology. The rates and charges are being developed under a compensatory rate making methodology for both the terminal and airfield cost centers in accordance with the Asheville Regional Airport Authority Airline Rates and Charges Policy. The rates and charges will be calculated and set at the beginning of each fiscal year (July 1st) and remain in effective for the fiscal year. There will be no annual reconciliation of rates and charges based on actual operating expenses and operating activity for the applicable fiscal year, the Authority shall absorb any shortfalls in revenue and retain any surpluses in revenue for the applicable fiscal year. Under extraordinary circumstances such as a natural disaster, other catastrophic event, or significant reduction in air service, the Authority does retain the right to implement an adjustment to the rates and charges during the fiscal year. The Authority does retain the right to adjust the Security related fees and charges during the fiscal year based on costs associated with meeting mandatory regulatory requirements.

9. Obligations With Respect to Terminal Building and AssignedSpace. The following applies to any space assigned by Authority to Airline hereunder:

(a) Cleaning and Maintenance of Terminal Building and Assigned Space.

Airline accepts the Assigned Space in its present condition, "as (i) is". Airline shall, at its own cost and expense, maintain and repair Airline's equipment, fixtures and personal property installed or located at its Assigned Space, including any Airline-installed connections to Authorityinstalled utility systems and all Airline's equipment attached or connected to Authority's utility systems whether or not any of the same is affixed or attached to such Assigned Space. Airline shall also provide cleaning, lavatory service and disposal from its aircraft to the Airport's triturator facility, the deicing of aircraft from deicing chemicals stored in tanks provided by Airline and located on an Airport-provided deicing storage area, and custodial maintenance and refuse removal services for its aircraft. Airline shall, at all times, preserve and keep Airline's Assigned Space in an orderly, clean, neat and sanitary condition, free from trash and debris resulting from Airline's operations, provided, however, this requirement shall not be construed to mean Airline shall have custodial cleaning responsibilities designated as Authority obligations pursuant to Paragraph 9.(a)(ii) and as designated on **Exhibit F**. Airline shall keep, at its own expense, its assigned aircraft parking positions free of trash, fuel, oil, debris and other foreign objects.

Authority shall operate and maintain the Airport in a prudent (ii) manner and shall keep the Airport, including the Terminal Building, in good condition and repair. Authority's obligation with respect to the Terminal Building shall include responsibility for all roof maintenance and all structural maintenance and the maintenance of the heating, ventilating and air conditioning systems, the electrical system and the plumbing and sewage system up to any Airline improvement made to the Assigned Space or their attachment to Airline's equipment, the Authority's installed Passenger Loading Bridges, including the ground power and conditioned air equipment, if any, attached thereto, except for those parts of the Assigned Space and those maintenance obligations for which Airline is responsible pursuant to Paragraph 9.(a)(i) above. Authority's maintenance obligation with respect to the Terminal Building shall also include, except as otherwise specifically provided herein, custodial and general maintenance of Airline's Assigned Space.

(iii) In the event Airline fails to perform its obligations hereunder, Authority shall have the right <u>upon reasonable notice to Airline</u>, but not the duty, to enter Airline's Assigned Space and perform such cleaning and maintenance activities. If such right is exercised, Airline shall reimburse Authority within thirty (30) days of the date Authority issues its invoice for such service. At the end of the term or upon the earlier termination of this Agreement, Airline shall deliver possession of the Assigned Space and all of the Authority's fixtures and equipment in their original condition in all respects, reasonable use and wear excepted. Airline agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

(b) Airline's Signs. Airline shall not post any signs in the Assigned Space or at the Airport, which are in public view without obtaining the Director's prior written approval in each instance.

(c) Airline's Property. Any and all property belonging to, or brought onto the Airport by Airline, or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Airline. Subject to the prior approval of the Authority, Airline may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Airline, provided however, that Airline shall be responsible for the cost of repairing any damage to the Assigned Space or any other Authority improvements which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, if Airline is at any time in default hereunder, then Authority shall have the benefit of any statutory liens on Airline's property <u>(excluding aircraft)</u> located in the Assigned Space which are available to it under the laws of the State of North Carolina, and Airline shall not remove or agreement the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

(d) Authority's Right to Enter. Authority and its designated agents shall have the right <u>upon notice to Airline's local management</u>, <u>unless an</u> <u>emergency situation</u>, to enter the Assigned Space at any reasonable time for any reasonable purpose.

(e) Utilities and Services. Authority will furnish the Assigned Space and other areas within the Terminal with utilities and services, except that Authority assumes no responsibility for the interruption of such services for any reason whatsoever and reserves the right at any time to charge for such services.

Taxes and Assessments. Airline shall pay, on or before the due (f) date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Airline's interest therein and the property and improvements of Airline for the term hereof or attributable to Airline's activities at the Assigned Space or at the Airport. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Airline shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed. Airline shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Airline's obligations under this Paragraph f shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the Authority, as a political subdivision of the State of North Carolina of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or

property of Airline.

(g) Holding Over. It is agreed that if Airline shall continue to occupy the Assigned Space or other areas of the Terminal after the termination of this Agreement including a termination under Paragraph 16, Default, without the prior written consent of Authority, then such tenancy shall be a tenancy-atsufferance, the Authority shall be entitled to double the then current monthly rent payable by Airline to the Authority, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of the State of North Carolina or the provisions of this Agreement.

(h) Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor; provided, however, that the use and maintenance of such easements shall not materially adversely impact Airline's use of or operations in its Assigned Space.

10. Airport Director's Rights of Reassignment, Reallocation and **Recapture.** The Airport Director shall have the right from time-to-time and at any time during the term of this Agreement, upon reasonable notice to Airline and other airlines, which notice shall be in writing whenever practical, to assign, reassign, reallocate, and recapture space and establish priorities of use and preferences for Airline, or other airline assigned aircraft parking positions, gates, check-in counter/ticket lift locations, Assigned Space, or assigned facilities and equipment under this Agreement in order to accommodate a new entrant or other airline, or to achieve a more balanced and/or operationally efficient use of Airport space and aircraft parking positions. If Airline initiates directly or by its activity levels generates the need for a reassignment, reallocation or recapture of space or facilities all costs of such reassignment, reallocation and/or recapture of space shall be borne by Airline. Otherwise the costs of such reassignment, reallocation and/or recapture of space may be borne by Authority. Unless otherwise negotiated, all costs of such reassignment, reallocation and/or recapture of space shall be borne by Airline and other airlines.

11. Access. Airline and its officers, employees, agents and invitees shall, subject to the rules and regulations of the Authority, have the right of ingress and egress to and from the public areas of the Airport and Terminal and any Assigned Space. Airline further agrees to observe and comply with any and all federal, state and local statutes, ordinances and regulations applicable to Airline, the Airport, the Terminal and any Assigned Space.

12. Security. Airline covenants and agrees to observe and comply with all applicable regulations governing security at the Airport which now exist or may hereafter be promulgated from time to time, and shall control the Assigned Space or any space used provided to Airline by its Ground Handler so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport. Airline agrees to pay, or guarantees payment of all lawful fines or penalties as may be assessed by the Authority or against the Authority for violations of federal, state or local laws, ordinances, rules or regulations, or Airport Rules and Regulations by Airline, its Ground Handler or its employees within thirty (30) days after notice of such fines or penalties.

13. Release and Indemnification.

(a) Release. Airline hereby expressly waives and releases Authority from any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any theft, fire, defect, deficiency or impairments of any of the services in or to the premises or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility.

(b) Indemnity. Airline releases and shall indemnify, protect, defend and hold completely harmless the Authority, its members, officers, directors, employees and the City of Asheville, Buncombe County, agents, concessionaires, vendors and contractors ("Indemnified Parties") from and against any and all liabilities (including without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or any other federal, state or local environmental statute, ordinance, regulation or rule), losses, suits, claims, demands, judgments, fines, penalties, damages, costs and expenses (including all reasonable costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees prior to or after institution of legal proceedings and at both trial and appellate levels) which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

(i) damage to or destruction of the property of the Authority, or any property of, injury to or death of any person, resulting from or arising out of Airline's operations at the Airport, its use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Airline's operations thereon, the areas surrounding the Assigned Space, or the service areas, parking areas, pedestrian areas, pedestrian walks or driveways in or around the Assigned Space, or any environmental matters relating thereto; or

(ii) the acts or omissions of Airline's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred; or

(iii) actions arising out of the failure of Airline or its Ground Handler to keep, observe or perform any of the covenants or agreements contained in this Agreement to be kept, observed or performed by Airline or its Ground Handler, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused solely by the negligence or willful misconduct of the Authority, or any person other than Airline, its Ground Handler or its officers, agents, employees, contractors, subcontractors, invitees or licensees.

The Director shall give Airline reasonable notice of any such claims or actions. The provisions of this Paragraph shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

14. Insurance Requirements. Airline shall, at its own cost and expense, purchase, carry and keep in force during the term of this Agreement automobile liability

insurance and commercial general liability insurance protecting Airline, the Authority, its members, officers, employees and agents of each, each of whom shall be named as additional insureds, but only as respects to operations of the named insured, as their interests may appear, from and against any and all liabilities arising out of or relating to Airline's operations on the Airport (whether such operations are by Airline or its contractors, or their agents, representatives or employees) and in such form and with such Airline or companies approved for issuance in the State of North Carolina as the Authority may reasonably approve, with a combined single limit (or its equivalent) coverage per occurrence in an amount of \$200,000,000, except \$25,000,000 each occurrence and in the annual aggregate with respect to non-passenger Personal Liability, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority, with contractual liability coverage for Airline's obligations to the Authority under this Agreement. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible the Authority may have, and that any other insurance the Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

(a) Fire and Extended Coverage Insurance - Passenger Terminal. The Authority agrees to maintain in force during the term of this Agreement fire and extended coverage insurance on the passenger Terminal and any additions, alterations, or modifications thereto and on all contents owned by the Authority usual and incidental to the passenger terminal for an amount of not less than the estimated full replacement value thereof.

Airline shall purchase similar insurance on, or shall self-insure, its contents, improvements, modifications, equipment, furnishings, betterments and other incidental personal property.

The Authority and Airline hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the aforementioned insurance on the passenger terminal or contents and personal property in, at or on the passenger Terminal. All such policies shall include a waiver of subrogation with respect to the provisions of this Agreement to the extent permitted by each party's insurance carrier.

Airline shall not do or agreement to be done any act or thing upon the Airport which will invalidate or conflict with the above policies.

(b) Automobile Insurance. Airline, without expense to Authority shall obtain and cause to be kept in force at all times during the term of this

Agreement, liability insurance in the form of primary and excess, or layered amounts of insurance covering the operation of Airline's automobiles and nonowned and leased vehicles at the Airport, issued by a recognized Airline or companies of sound and adequate financial responsibility approved by the Authority in an amount of \$5,000,000 for bodily injury and property damage liability for any one occurrence.

(c) Workers' Compensation and Employer's Liability Insurance. Airline shall also keep in force, at its expense, for the term of this Agreement, workers' compensation and Employer's Liability Insurance or similar insurance with a Airline or companies acceptable to the Authority affording the required statutory coverage and containing the requisite statutory limits in the case of Workers' Compensation and the following amounts for Employers' Liability -\$1,000,000 - Limit Each Accident, \$1,000,000 - Limit Disease Aggregate, and \$1,000,000 - Limit Disease Each Employee.

(d) Certificate(s) of Insurance. At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by Airline, Airline shall cause its insurer to furnish the Authority with a certificate(s) of insurance, in substantially the form included herein as **Exhibit** "G", evidencing all of the insurance coverage required of Airline under the terms of this Agreement. Such certificate(s) shall provide that the policies of insurance referred to therein shall not be subject to cancellation, lapse or other material change except after delivery of written notice by certified or registered mail to the Authority at least thirty (30) days prior to the effective date of such cancellation, lapse or material change shall provide the Authority with substitute certificate(s) of insurance complying with this Agreement.

(e) Other. Airline understands and agrees that the minimum limits of the insurance hereunder may become inadequate during the term of this Agreement, and further agrees that the Authority may raise such minimum requirements to then current airport industry standards.

If at any time Airline shall fail to obtain and maintain in force the insurance required herein, the Authority may, but shall have no obligation to, on written notice to Airline, obtain such insurance for Airline's account and obtain reimbursement for the cost thereof thirty (30) days after receipt of Authority's invoice therefore. Notwithstanding the foregoing, the Authority may elect to terminate this Agreement immediately upon such failure by Airline.

15. Assignment and Subletting.

(a) Airline shall not sell, assign or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment or transfer to occur by operation of law, or subcontract for the performance of any of the services to be provided by it hereunder, without the Authority's prior written approval, which <u>shall not be unreasonably</u> approval may be granted or withheld by Authority. in the exercise of its sole discretion.

(b) For purposes of Paragraph 15.(A) above, an assignment shall include, if the Airline is a corporation (except if Airline is a corporation whose stock is publicly traded), the issuance or the sale, transfer or other disposition of a sufficient number of shares of stock in the Airline to result in a change in control of the Airline or if the airline is a partnership or joint venture, a transfer of an interest in the partnership or joint venture which results in a change in control of such entity.

16. Default. In the event that Airline shall fail to remit, timely, any payment due to Authority under this Agreement, or in the event that Airline or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues for, or reoccurs within a period of thirty (30) days after Authority has given written notice thereof to Airline, Authority may elect to terminate this Agreement and resume possession of any space assigned to Airline, thereafter using the same for its own purposes without having to account to Airline therefor. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of North Carolina by reason of any such default.

17. Notice. Any notice permitted or required to be given to Airline hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Page 1 of this Agreement or such other address as Airline may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by hand to the Office of the Airport Director, Asheville Regional Airport Authority, Asheville Regional Airport, Fletcher, North Carolina, provided Ailrine obtains a written acknowledgment of receipt therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Asheville Regional Airport Authority Attention: Airport Director 61 Terminal Drive, Suite1 Fletcher, North Carolina 28732 or such other address as Authority may request from time to time.

18. Discrimination Not Permitted. Airline, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Airline shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Airline shall comply with laws of the State of North Carolina prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Airline authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Airline shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Airline shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions, concerning the use and operation of the Airport, and Airline agrees that it will adopt any such requirement as a part of this Agreement.

If Airline shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Airline shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights. Further, Airline assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Airline also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

Airline assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Airline also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Airline's operations under this Agreement.

19. Federal Aviation Administration Requirements. Airline shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

Airline expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

Airline agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

Airline expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport. Airline agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

20. Hazardous Materials.

Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

"Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

"Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), or pursuant to the General Statutes of North Carolina, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

"**Release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(a) Airline Agreement. Airline agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall_cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Airline may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(b) Environmental Indemnity. Airline shall indemnify, defend and hold harmless the Authority from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this

Agreement as a result of or arising from (i) a breach by Airline of its obligations contained in subparagraph (a) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Airline, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(c) Environmental Audit. Upon reasonable notice to Airline, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Airline's operations to determine whether Airline has breached its obligations under subparagraph (a) above. Airline shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Airline.

21. **Rules and Regulations**. Airline covenants and agrees to observe and comply with all reasonable the established rRules and rRegulations, Minimum Standard Requirements for Airport Aeronautical Services (Minimum Standards) and Airport Master <u>Plans</u> of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the development and use of its facilities, with such Rules and Regulations, Minimum Standards, and Master Plans being incorporated in their entirety by reference. Airline further covenants and agrees to observe and comply with any and all valid and applicable requirements of all dulyconstituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Airline, the Assigned Space or the Airport. Airline agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Airline of any applicable security regulation at the Airport, which payment shall be made by Airline within thirty (30) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Airline's responsibility hereunder.

22. Miscellaneous.

(a) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.

(b) In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Airline, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Airline shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(d) Airline hereby consents to the jurisdiction of the Courts of the State of North Carolina and of the Federal Authority Court for the Authority in which the Airport is located with respect to any action instituted by the Authority and arising against Airline under this Agreement, and waives any objection which Airline may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Airline. Airline further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Airline under this Agreement.

(e) Whenever the consent of Authority or Airline is required pursuant to this Agreement, such consent shall not be unreasonably withheld, conditional or delayed. The written approval of the Director shall be sufficient in those matters where consent of the Authority is required pursuant to this Agreement.

(f) Airline shall make and maintain arrangements for ground handling or fueling services with one or more Fixed Base Operators or with an Airline that is permitted to render such services to Airline under existing agreements with the Authority or the Authority; provided, however, that Airline shall have the right to ground handle its own aircraft with its own employees. Airline shall itself, and require its ground handler, to make a diligent effort to comply with reasonable bag delivery standards promulgated from time to time by Authority.

(g) Airline shall have the right to provide ground handling services for other airlines operating at the airport, subject to the execution of a separate Ground Handling Space/Use/Operating Agreement.

(h) For all regular operations, Airline shall ensure that the first checked baggage is delivered to baggage claim within fifteen (15) minutes of the flight arrival block time and the last checked baggage within thirty (30) minutes ("Baggage Delivery Time)". The Authority shall notify Airline of failures to meet the establish Baggage Delivery Time and Airline shall have thirty (30) days to ensure compliance with the Baggage Delivery Time. Failure by Airline to meet the established Baggage Delivery Time after the thirty (30) period shall result in a one hundred dollar (\$100.00) fine for each occurrence. The Baggage Delivery

Time and fine may be amended by Authority as necessary to ensure operational efficiencies.

(i) Airline covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between Authority, the City or the County and the United States of America, relative to the development, operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport or the continued operation and/or certification of the Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Airline shall promptly consent in writing to such modifications.

(j) This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement, and upon execution of the parties, terminates, cancels and supersedes all prior agreements between the Authority and Airline regarding such subject matter, except for any payments that may be due the Authority under any such prior agreement. Any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein.

This Agreement may be altered or amended only by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the day and year first above written and the parties intend to be legally bound by this Agreement.

ASHEVILLE REGIONAL AIRPORT AUTHORITY

ATTEST:

ATTEST:

By:	
Title:	
Date:	

(Corporate Seal)

[Airline]

	Ву:
	Title:
(Corporate Seal)	Date:

EXHIBIT A-1 ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

DIAGRAM AND AMOUNT OF ASSIGNED PREFERRENTIAL/JOINT USE SPACE

Preferential Use Space:	Ticket Counter and Queue Ticket Counter Office Space Operations Space Storage Space Curbside Check-in Baggage Service Office E-Ticket Kiosk	
Joint Use Space:	Internal Corridor Areas	
Total Preferential/Joint Use	Space (Sq. Ft.)	

EXHIBIT A-2 ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

DIAGRAM OF COMMON USE SPACE

EXHIBIT B ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

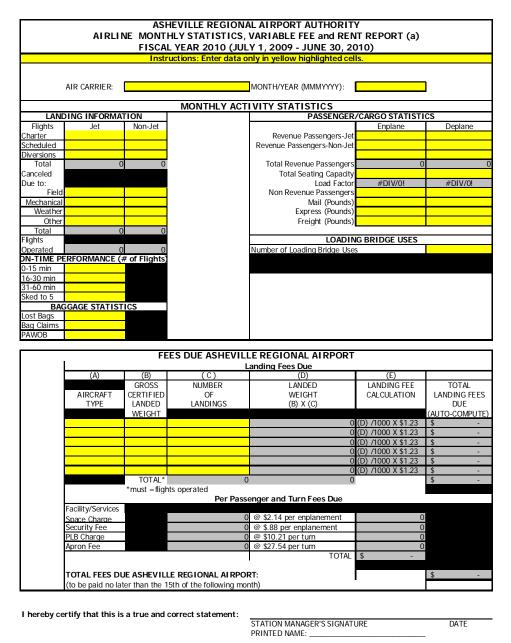
GROUND HANDLER AGREEMENT (IF APPLICABLE)

EXHIBIT C ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

AIRPORT RATES AND CHARGES

EXHIBIT D ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

MONTHLY AIRLINE TRAFFIC AND VARIBLE FEE REPORT



a. Once completed and signed by the local Station Manager this report shall be considered an invoice

EXHIBIT F ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

MATRIX OF MAINTENANCE AND UTILITY OBLIGATIONS

		Glycol Storage Area	Lav Cart Facilities	Holdrooms	Ticket Counters	Ticket & Bag Service Offices	Operations Areas	Baggage Makeup	Baggage Claim	Aircraft Aprons	Tug Drives	Inbound Baggage Systems	Outbound Conveyor Systems	Jet Bridges Authority Owned
1.	Air Conditioning													
a.	Maintenance	N	N	С	С	С	С	N	С	Ν	Ν	Ν	Ν	Ν
b.	Operations	N	N	С	С	С	C	N	С	N	Ν	N	Ν	Ν
<u>c.</u>	Chilled Air Distribution	N	N	<u>C</u>	С	С	С	Ν	С	Ν	Ν	N	Ν	N
2.	Heating				_	_			_					
a.	Maintenance	N	N	С	C	C	С	C	C	N	N	N	N	N
b.	Operations	N	N	C	C	C	C	C	C	N	N	N	N	N
<u>c.</u>	Warm Air Distribution	N	Ν	С	С	С	С	<u>c</u>	С	N	N	N	Ν	Ν
3.	Lighting Bulk Deplement			0	_	<u> </u>		_				NI		
а. ⊾	Bulb Replacement	N	N N	с с	с с	A C	A C	A C	C	C C	C	N	N	C C
b. 4.	Maintenance Electrical (Distribution)	N N	N N	с С	с С	c	c	C C	C C	с С	C C	N C	N C	C C
5.	Water		IN I	U U	C	C	<u> </u>	<u> </u>	<u>v</u>	U	C	S S	C	
	Distribution	N	N	N	N	с	С	N	N	N	N	N	N	N
a. b.	Fixtures (toilets,			FN -							IN .	IN	14	<u></u>
D.	sinks, faucets, etc.)	N	N	N	N	А	А	N	N	N	N	N	N	Ν
6.	Sewage	<u> </u>			1			14		14	1 N .		11	
a.	Distribution	N	С	N	N	С	С	N	N	N	N	N	N	N
b.	Fixtures	N	N	N	N	Ă	Ă	N	N	N	N	N	N	N
7.	Maintenance					ŕ.	ř.	<u></u>	· •	· · ·				····
a.	Other than Structure	A	N	С	С	A	A	A	С	С	С	С	Α	С
b.	Structure	A	С	č	Č	C	C	C	č	č	C	č	Ċ	č
c.	Tug and Vehicle Doors	N	Ĉ	Ň	Ň	N	Ā	Ā	Ċ	Ň	В	Ċ	Ā	Ň
d.	Passenger Hold Room Seats	N	Ň	С	N	N	N	N	Ň	N	N	N	N	N
e.	Exterior	A	C	С	C	C	С	C	C	C	C	Ċ	A	Ċ
f.	Markings	A	C	С	С	Ĉ	С	C	Ċ	С	C	C	A	N
8.	Custodial Service	N	N	Ċ	С	C	Ċ	A	C	Ā	Ĉ	Ĉ	A	С
9.	Window Cleaning													
a.	Exterior	N	N	С	С	С	С	С	С	С	С	Ν	Ν	Ν
b.	Interior	Ν	N	С	А	А	А	А	С	Ν	С	Ν	N.	С
10.	Repainting	Α	С	С	С	А	А	А	С	С	С	Ν	Ν	С
11.	Floor & Wall Coverings	Ν	Ν	С	А	А	А	A	С	N	С	Ν	Ν	С
12.	Fire Suppression System	Ν	Ν	С	С	С	С	С	С	С	С	Ν	Ν	Ν

A - AIRLINE Responsibility

C - ARAA Responsibility

N - Not Applicable

EXHIBIT G ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

SAMPLE CERTIFICATE OF INSURANCE

consideration of the premium charges on the insurance policies shown in his certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADI	DRESS OF AGENCY						A.M. BEST	RATING
				СО	MPANIES AFFORDING (COVERAGES	LETTER	SIZE
				AII	RLINE LETTER A			
				All	RLINE LETTER B			
NAME AND ADI	DRESS OF INSURED			AII	RLINE LETTER C			
				AII	RLINE LETTER D			
				AII	RLINE LETTER E			
will be cancelle after 30 days w days written no	y that the insurance policies d or changed except in the a vritten notice of such cancella btice by the insurance compa be given to the certificate hol holder.	pplication of the ag ation or change has nies listed above of	gregate liability lin been delivered to their intent not to	hits p the o rene	rovisions, so as to affec certificate holder at its a ew their policies listed be	t the insurance described ddress shown below. It is elow for the same covera	l by this cer s also agree ges provide	tificate until ed that 30 ed in this
AIRLINE LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/		POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS		
	AIRPORT LIABILITY COVERAGE					GENERAL AGGREGATE	\$	
	COMMERCIAL GENERAL LIABILITY					PRODUCTS COMP-OPS AGGREGATE	\$	
						PERSONAL AND ADVERTISING INJURY	\$	
	COMPLETED OPERATIONS BROAD FORM					EACH OCCURRENCE	\$	
	PROPERTY					FIRE DAMAGE (ANY OI FIRE)	NE \$	

CONTAMINATION			
□ X.C.U. COVERAGES		MEDICAL EXPENSE (ANY ONE PERSON)	\$
□ INDEPENDENT CONTRACTORS		SPECIFIC PROJECT *	\$
CONTRACTUAL LIABILITY			
AUTOMOBILE LIABILITY		BODILY INJURY (EACH	EACH ACCIDENT \$
ANY AUTO		PERSON)	
□ ALL OWNED AUTOS		BODILY INJURY (EACH ACCIDENT)	\$
□ SCHEDULED AUTOS			
□ HIRED AUTOS		PROPERTY DAMAGE	\$
□ NON-OWNED AUTOS		BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
AIRCRAFT LIABILITY		BODILY INJURY (EACH	EACH ACCIDENT \$
OWNED		PERSON)	
□ NON-OWNED		BODILY INJURY (EACH ACCIDENT)	\$
LEASED/HIRED		PROPERTY DAMAGE	\$
PASSENGER COVERAGE		BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
EXCESS LIABILITY		BODILY INJURY AND PROPERTY DAMAGE	EACH OCCURRENCE \$
UMBRELLA FORM		COMBINED	
OTHER THAN UMBRELLA FORM			
CLAIMS MADE			
WORKERS' COMPENSATION and EMPLOYERS' LIABILITY		STATUTO	RY
		(EACH ACCIDENT)	\$
		(DISEASE POLICY LIMIT)	\$
		(DISEASE EACH EMPLOYEE)	\$

□ Asheville Regional Airport Authority & City of Asheville have been named as an additional insured as respects the Airport, Automobile, and Excess Liability Policies described herein.

The Airport, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Asheville Regional Airport Authority and the City of Asheville

Airline Operating and Space Use Agreement <u>consentagendaiteme2draft airline operating agreement</u> <u>rev.051309</u>draft airline operating agreement <u>042109</u>

DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES SPECIAL IT	EMS			
SPECIFIC PROJECT/LOCATION LIABILITY LIMITS APPLICABLE TO				
ISO form #CG25011185 or its equivalent				
NAME AND ADDRESS OF CERTIFICATE HOLDER AND ADDITIONAL INSURED				
ASHEVILLE REGIONAL AIRPORT AUTHORITY	Date Issued			
AND CITY OF ASHEVILLE	Authorized Representative			
Asheville Regional Airport 61 Terminal Drive, Suite 1	Address			
Fletcher, North Carolina 28732-9442	Telephone No			

EXHIBIT H ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT AIRLINE-AIRPORT OPERATING AND SPACE USE AGREEMENT

COMMUNICATIONS EQUIPMENT LIST

These are one time costs for new or replacements phones not an annual recurring charge:

<u>New Phones:</u> 7945G + 4 Licenses - \$445.55 7911G + 3 Licenses - \$251.25 ATA-186 + 1 License - \$213.60

 Replacement Phones:

 7945G - \$311.55

 7911G - \$150.75

 ATA-186 - \$180.10

ASHEVILLE REGIONAL AIRPORT AUTHORITY AIRLINES' RATES AND CHARGES POLICY

Introduction

This document sets forth the policy under which the Asheville Regional Airport Authority ("Authority") will establish annual rentals, fees and charges ("Rentals, Fees and Charges") at the Asheville Regional Airport ("Airport") for airlines providing service to and from the Airport. It describes the cost centers, and defines and summarizes the cost definitions, cost principles, cost allocations, and rates and charges methodology under which the Authority will prepare annual Rentals, Fees and Charges and the annual "Statement of Airlines' Annual Rates and Charges" under this policy. This policy ("Authority Airlines' Rates and Charges Policy", herein the "Policy") is further organized as follows:

- Cost Centers
- Policy Definitions
- Allocations of Expenses
- Airlines' Rates and Charges Calculations
- Airline Requirements and Status
- 1. <u>Cost Centers</u> Attached to this Policy ("Attachment A") is a description and depiction of the Airport's cost centers system ("Cost Centers"). These Cost Centers include physical areas and the facilities and equipment within them dedicated to particular Airport functions and also certain cost accumulation areas related to the Airport that do not have physical boundaries. The majority of Airport Cost Centers are direct Cost Centers which fulfill or provide a specific Airport function while others are indirect Cost Centers which serve to support one or more other cost centers or serve as cost accumulation areas which benefit or support one or more other cost centers in order to facilitate the accumulation and further allocation of costs. Presently, the Airport Cost Center System is comprised of the following Cost Centers:
 - Airfield Area
 - Terminal Building Area
 - General Aviation Area
 - Parking, Roadway and Ground Transportation Area
 - Other Areas
 - Administrative and General Support

These Cost Centers are described in further detail in Attachment A to this Policy.

2. <u>Policy Definitions</u> - The following are the cost, and other rates and charges related definitions used in this Policy and the calculation of Airlines' Rentals, Fees and Charges under this Policy. For those capitalized terms not specifically defined in this section of the Policy, reference should be made to Attachment B to this Policy.

"<u>A-Gates Holdroom</u>" means that portion of the Terminal Building depicted as such on Attachment B.

"<u>Airfield Area Credits</u>" are those reimbursements and credits as are allocated and applied against the Airfield Area Operating Requirement for any Fiscal Year in calculating the Net Airfield Area Operating Requirement in the calculation of the Landing Fee Rate under this Policy, as illustrated on Table 8 of Attachment B of this Policy.

"<u>Airlines</u>" are each Airline providing regularly scheduled passenger service to and from the Airport and using the Airport Terminal Building to enplane and deplane passengers.

"<u>Airline Operating and Space Use Agreement</u>" or "<u>Agreement</u>" is the agreement that all airlines must execute to operate at the Asheville Regional Airport.

"<u>Airline Rentals, Fees and Charges</u>" or "<u>Rentals, Fees and Charges</u>" are the rentals, fees and charges for any Fiscal Year calculated under this Policy.

"<u>Airlines' Revenue Landed Weight</u>" 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 said Revenue Aircraft Arrival.

"<u>Airlines' Percentage of Revenue Landed Weight</u>" as this term is used in the Landing Fee Rate Calculation in Table 8 of Attachment B is based on the number of projected scheduled airline annual operations divided by the projected total annual operations for the airport, excluding military operations.

"<u>Airlines' Uncollectible Accounts Charge</u>" under this Policy will be set as necessary to collect any uncollectable Airline Rentals, Fees, and Charges.

"<u>Airport</u>" is the Asheville Regional Airport as it presently exists and as it is hereinafter modified or expanded.

"<u>Airport Operating Requirement</u>" under this Policy, for any Fiscal Year, is comprised of all of the following: (1) Operation and Maintenance Expenses; (2) Depreciation; (3) Amortization; (4) Debt Service; (5) coverage required on any

Bonds; (6) fund deposits required under any Bond Ordinance; (7) 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; (8) 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 under this Policy, or the Authority's accounting system; provided, however, that the Airport Operating Requirement shall not include any amounts included in (1) through (8) which are chargeable to a Special Facility as defined in this Policy.

"<u>Amortization</u>" 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.

"<u>Apron Charge</u>" is the that charge calculated or determined pursuant to this Policy by multiplying the Apron Fee for the applicable Fiscal Year times the number of Apron Turns for the same year.

"<u>Apron Fee</u>" is the Apron Fee rate for the applicable Fiscal Year calculated or determined under this Policy.

"<u>Apron Turn</u>" means an arrival and the related departure at the Terminal Building by an aircraft using the Terminal Apron.

"<u>Assigned Space</u>" means for each Airline, those areas and facilities in the Terminal Building and those common use areas adjacent to and outside the Terminal Building which, pursuant to the Agreement, are assigned to such Airline for its preferential, joint or common use and occupancy as depicted in Attachment B.

"<u>B-Gates Holdroom</u>" means that portion of the Terminal Building depicted as such on Attachment B.

"<u>Baggage Claim Space</u>" means that baggage claim space within the Terminal Building depicted as such on Attachment B, including any additions thereto, deletions therefrom, and any new baggage claim space subsequently constructed within the Terminal Building by the Authority for the common use of Airline and the other Airlines. "<u>Baggage Make-up Space</u>" means that baggage make-up space within the Terminal Building depicted as such on Attachment B, including any additions thereto, deletions therefrom, and any new baggage claim space subsequently constructed within the Terminal Building by the Authority for the common use of Airline and the other Airlines.

"<u>Baggage Tug Areas</u>" means those canopied areas outside and adjacent to the Terminal Building ticketing wing and the baggage claim area assigned to an Airline and the other Airlines for their common use, depicted as such on Attachment B.

"<u>Bond Ordinance</u>" under this Policy 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.

"<u>Bonds</u>" 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.

"<u>Capital Charge or Capital Charges</u>" under this Policy includes Amortization, Depreciation and Debt Service.

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

"<u>Certified Maximum Gross Landed Weight</u>" or "<u>CMGLW</u>" 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.

"<u>Common Use Facility Charges</u>" are those charges calculated in accordance with Tables 7-1 and 7-2 of Attachment B to this Policy.

"<u>Common Use Facility Fees</u>" are those fees calculated in accordance with Tables 7-1 and 7-2 of Attachment B to this Policy.

"<u>Common Use Space</u>" means that Assigned Space by Authority to Airline and other airlines for their common use, depicted as such on Attachment B.

"<u>Cost Centers</u>" are those cost centers described and depicted in Attachment A to this Policy.

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

"<u>Deplaned Passengers</u>" means all arriving passengers of Airline and of all other Airlines deplaning at the Terminal Building, excluding on-line and off-line transferring passengers. For the purpose of this Policy, Deplaned Passengers are assumed to equal Enplaned Passengers.

"<u>Depreciation</u>" 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.

"<u>Enplaned Passengers</u>" are the originating and on-line or off-line transfer passengers of each of the Airlines serving the Airport enplaning at the Terminal Building.

"<u>Fiscal Year</u>" 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.

"<u>Grants-in-Aid</u>" are the grant funds from the Federal Airport Improvement Program (AIP), any successor Federal program to AIP, the funds from the State of North Carolina Department of Transportation made available to Authority to be used for Airport capital projects, and funds from any other essentially similar capital funding programs made available to the Authority to be used for Airport capital projects.

"<u>Holdrooms</u>" means the A-Gates Holdroom and the B-Gates Holdroom currently situated in the Airport Terminal Building, as depicted on Attachment B., as they now exist or as they may hereafter be modified or expanded, any holdroom or holdrooms provided in replacement thereof, and any new holdroom or holdrooms hereinafter constructed by Authority within or as part of the Terminal Building.

"Joint Use Formula" is, for any Fiscal Year, the formula used for prorating Terminal Building Rentals for Joint Use Space will be based on the percentage of Assigned Space served by the Joint Use Space.

"Joint Use Space" means that Assigned Space which Airline uses on a joint use basis with other Airlines.

"Landing Fee Rate" is the Landing Fee Rate calculated and established under this Policy, expressed as a rate per one thousand pound units of Certified Maximum Gross Landed Weight and rounded to the next whole cent, as illustrated in Table 8 of Attachment B.

"<u>Landing Fees</u>" are the Landing Fees calculated by multiplying the Landing Fee Rate determined in accordance with Table 8B of Attachment B to this Policy for the

applicable Fiscal Year by the applicable Certified Maximum Gross Landed Weight of Revenue Aircraft Arrivals.

"<u>Operation and Maintenance Expenses</u>" or "<u>O&M Expenses</u>" 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 as set forth in the Use Agreement. For purposes of this Policy, O&M Expenses shall also include expenditures for any capital item whose individual cost is less than \$5,000.00.

"<u>Passenger Facility Charge (PFC)</u>" 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.

"<u>Passenger Loading Bridge/Regional Boarding Ramp Charge</u>" is the charge calculated by multiplying the Passenger Loading Bridge/Regional Boarding Ramp Fee, established under this Policy and described in Attachment B, times the applicable number of Passenger Loading Bridge/Regional Boarding Ramp Turns.

"<u>Passenger Loading Bridges (PLBs)/Regional Boarding Ramps (RBRs)</u>" means the mechanical covered walkways leading from the Holdrooms at the Airport Terminal Building to aircraft parking positions on the Terminal Apron.

"<u>Passenger Loading Bridge/Regional Board Ramp Fee</u>" is that fee per Passenger Loading Bridge/Regional Boarding Ramp Turn established under this Policy as described in Table 10 of Attachment B to this Policy.

"<u>Passenger-Related Security Fee</u>" is that fee per Enplaned Passenger calculated pursuant to this Policy as illustrated on Tables 9-1 and 9-2 of Attachment B. This fee is determined by summing the total estimated PSO personnel costs allocated to the Airlines, net of TSA reimbursements, in accordance with Tables 9-1 and 9-2, and dividing that amount by the total estimated Enplaned Passengers for the applicable Fiscal Year.

"<u>Passenger-Related Security Charge</u>" is that amount calculated under this Policy by multiplying the Passenger-Related Security Fee determined in accordance with this Policy, as illustrated in Tables 9-1 and 9-2 of Attachment, B, times the then-applicable number of Enplaned Passengers.

"<u>Passenger Loading Bridge/Regional Boarding Ramp Turn</u>" means an aircraft arrival and departure at the Terminal Building in which a Passenger Loading Bridge/Regional Boarding Ramp is used by the aircraft.

"<u>Preferential Use Space</u>" means that Assigned Space for which Airline or another airline holds a preference as to use, as depicted on Attachment B.

"<u>Rentable Space</u>" 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.

"Special Facility" is any Authority 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.

"<u>Statement of Airlines' Annual Rates and Charges</u>" is the statement of the same name prepared by Authority under this Policy, an illustration of this statement is included as Attachment B to this Policy.

"<u>Terminal Building Rental Rate</u>" is the Terminal Building Rental Rate established under this Policy, as illustrated in Table 6 in Attachment B.

"<u>Terminal Building Credits</u>" are those reimbursements and credits that are allocated and applied against the Terminal Building Operating Requirement by the Authority for any Fiscal Year when calculating the Net Terminal Building Operating Requirement in the calculation of the Terminal Building Rental Rate under this Policy as illustrated in Table 6 in Attachment B.

"<u>Terminal Building Rentals</u>" are the Terminal Building Rentals calculated under this Policy by multiplying the Terminal Building Rental Rate times the then-applicable square footage of the Assigned Space in question.

3. <u>Allocations of Expenses</u> - As the initial step in the preparation of Airlines' annual Rentals, Fees and Charges, the Authority will first allocate all elements and components of the Airport Operating Requirement to Airport Cost Centers, including but not limited to O&M Expenses and all Capital Charges as defined in this Policy. (The Authority currently has no Bonds outstanding which are supported by Airlines' Rentals, Fees and Charges. However, at such time that Bonds are issued by or on behalf of the Authority, the Airport Operating Requirement will include scheduled Debt Service, required fund deposits, Bond coverage, and such other charges as are required to support the Bonds.) These allocations to Cost Centers will be made by either the physical location in which the cost is incurred (e.g., physical location of facility/Cost Center) or by cost function allocation (e.g., the Cost Center the function supports). An example of a cost allocation by physical location would be costs incurred for the Airport's runway. These costs would be allocated to the Airfield Area because the runway is physically located there. An example of a cost allocation by cost function would be costs allocated to the Airfield Area for maintaining an airfield security monitoring center located in the Terminal Building. Although the physical location where the cost is incurred is in the Terminal Building, the cost is incurred to support an airfield function of the Airport. Therefore, the cost is allocable to the Airfield Area. These allocations of expense are made based on the Authority's cost accounting system and the cost allocation principles of the system then in effect. Costs from indirect Cost Centers (including costs within sub-cost centers) are allocated back to direct Cost Centers based on either Airport management estimates or the percentage of direct costs each cost center receives.

4. **Rates and Charges Calculations** - This section of the Policy describes and illustrates the Authority's Airlines' Rates and Charges methodology and rate calculations. Attached and made part of this Policy, as Attachment B, is a copy of the Authority's Statement of Airlines' Annual Rates and Charges for Fiscal Year 2010 which serves as an illustration for the Rentals, Fees and Charges calculations under this Policy. The Authority uses a compensatory rate methodology to calculate Terminal Building Rentals and Common Use Fees and a compensatory rate methodology to calculate the Landing Fee Rate. The following is a summary explanation of the Authority's Rates and Charges methodology and calculations with reference to Attachment B.

The annual allocation of the Authority's Airport Operating Requirement and Non-Airline Revenues to Cost Centers will be based on the Airport's then-current Airport estimated operating budget for the fiscal year in question. The allocation of the Depreciation and Amortization components of the Capital Charges for the Fiscal Year (net of Grants-in-Aid and PFC amortization) will be based on the most currently completed schedules of Depreciation and Amortization (net of Grants-in-Aid and PFC amortization) prepared by the Authority as part of its year-end closing, rather than a projection or an estimate for the Fiscal Year. The Debt Service component of Capital Charges included in the calculations will be based on the Debt Service schedule for the Bonds.

Exhibit A – Summary of Rates and Charges

Exhibit A presents a summary of the rates and charges for the applicable fiscal year. It details the Scheduled Airline, Charter Airline and Cargo Airline rates and charges.

Table 1 - Activity Statistics

Table 1 presents the activity statistics that the Authority utilizes in its Rates and Charges calculations, including Airlines' enplanements, landing weights, air carrier operations, and PLB/RBR uses. In preparing activity projections for the projection Fiscal Year, the Authority will review historical growth rates for these activity levels, reference and review recent formal forecasts for the Airport developed by the Authority or its consultants, review airline projections, if provided, and examine the Federal Aviation Administration's most recent Terminal Area Forecast ("TAF") for the Airport. The enplanement projections are utilized to project calculate Common Use Fees and the Personnel-Related Security Fee. The projection of landing weights is used to calculate the Landing Fee Rate. The total number of landings developed for the Landing Fee calculation and the air carrier operations projections are used to project both Apron and PLB/RBR Turns.

Table 2 - Terminal Space Summary

Table 2 summarizes, by tenant and by type of space, the Airlines' rented and occupied space within the Terminal Building and the vacant airline space. It also summarizes Common Use Space by function and type and provides a total of airline rentable space. The table also presents non-airline rentable space within the Terminal Building by space classification. The total of the Airlines' rentable and total rentable space in the Terminal is also summarized. This space table will be updated annually reflecting changes which occur under Authority leases and the additions and deletions of space which occur through construction. The source of data to compile this data comes from Authority lease abstracts and the Authority's terminal space and lease maps. Information in this table is used in the Terminal Building Rental calculation in Table 6 (i.e., Airlines' Rentable Space and Total Rentable Space) to determine the Terminal Building Rental Rate and in Tables 7-1 and 7-2 to compute certain Common Use Facility Charges included in the Common Use Facility Fee (i.e., for Holdroom Space, Baggage Claim Space, Baggage Make-up Space, FF&E, and Baggage Tug Areas).

Table 3 - Depreciation, Amortization and Debt Service

Table 3 summarizes the Airport's Depreciation, Amortization and Debt Service historically and for the projection Fiscal Year, in total and by Cost Center. Both gross and net Depreciation are shown. The Authority amortizes grants and PFCs received for the construction and acquisition of depreciable assets against the gross annual Depreciation. It also amortizes, as a credit against gross asset cost (to the extent the Authority reasonably anticipates the near-term receipts of PFC funds) future PFC funds anticipated to be received for a portion of the asset cost being depreciated. (In combination this is shown as a "PFC Asset Reimbursement Credit".) Land Amortization (the recovery of the cost of land over a period of thirty (30) years) is a second element of the Authority's Capital Charge component. The net annual land cost is calculated after adjusting the gross cost for grants and PFCs in the same manner as Airport assets subject to Depreciation are adjusted. The Authority currently has no outstanding Bonds for which it makes annual Debt Service payments. Should Bonds be issued in the future, the Debt Service for the same would be included in this table and in annual Capital Charges to the Airlines. Any PFCs collected for this Debt Service would appear as a credit against gross Debt Service to calculate the net Debt Service included in the Rentals, Fees and Charges calculations. The source of information for preparation of this table is the Authority's property, plant and equipment records, grants, and PFC records and, when issued, Bond Debt service schedules.

In preparing annual projections of Capital Charges, the Authority will use the most current completed and audited fiscal year's property, plant and equipment and Depreciation and Amortization schedules (net of Grants-in-Aid and PFC amortization) to compute net Depreciation and Amortization charges (i.e., for Fiscal Year 2010 pro forma calculations, the Authority would use Fiscal Year 2009 Depreciation and Amortization detail). Since any Bonds issued for the Airport would have a predetermined schedule of Debt Service, the Authority would use the scheduled Debt Service for the projection Fiscal Year's Capital Charges.

Table 4 - Historical and Projected Operation and Maintenance Expensesby Character Level

Table 4 summarizes Airport O&M expenses by character level. These O&M expenses are developed from the Airport's annual budget for the projection Fiscal Year.

Table 5 - Historical and Projected Operation and Maintenance Expenses by Cost Center

Table 5 summarizes O&M expenses by Cost Center before and after allocation of the costs from the Administrative and General Support Cost Center across the five Airport direct Cost Centers. The sources for preparation of this table are the O&M expenses from Table 4 allocated to cost centers following the cost allocation principles described in Section 2 of this Policy.

Table 6 - Airlines' Terminal Building Rental Rate

Table 6 sets forth the Terminal Building Rental Rate calculation for the Airlines. The Terminal Building Operating Requirement is calculated by summing the elements of the Airport Operating Requirement allocated to the Terminal Building Cost Center. Currently, this includes O&M Expenses from Table 5 and Net Depreciation, Amortization, Capital Outlay, and Debt Service ("Capital Charges") from Table 3. This total is reduced by Terminal Building Credits which are amounts subtracted from the Terminal Building Operating Requirement. These credits are reimbursements and offsets to base costs. Currently, terminal security charge reimbursements, and PLB/RBR Charges are deducted. The Net Terminal Building Operating Requirement is then divided by the Total Terminal Building space, excluding mechanical, electrical, communications and Airport Authority space to obtain the Terminal Building Rental Rate. The Airlines' share of cost is then derived by multiplying the Terminal Building Rental Rate by the Airline Rented Terminal Building Space (preferential use).

Tables 7-1 and 7-2 - Airlines' Common Use Facility Charges

Tables 7-1 and 7-2 calculates the Airlines' Common Use Facility Charges. These charges added together and divided by the estimated Enplaned Passengers determine the Common Use Facility Fee.

The Holdroom Fee is calculated by determining the product of the adjusted Terminal Building Rental Rate from Table 6 and the rentable square footage of all Holdrooms within the Terminal Building and dividing this product by the total estimated Airlines' Enplaned Passengers from Table 1.

The Baggage Claim Fee is calculated by determining the product of the final adjusted Terminal Building Rental Rate from Table 6 and the rentable square footage of the Baggage Claim Area Space and dividing this product by the Airlines' estimated Deplaned Passengers.

The Baggage Make-up Fee is calculated by determining the product of the final adjusted Terminal Building Rental Rate from Table 6 and the rentable square

footage of the Baggage Make-up Area Space and dividing this product by the Airlines' estimated Enplaned Passengers.

The Baggage Tug Areas Fee is calculated as the product of Baggage Tug Areas space and a rental rate which is twenty percent (20%) of the Terminal Building Rental Rate from Table 6 divided by the projected Airlines' Enplaned Passengers from Table 1.

Each of the aforementioned fees multiplied times the applicable passenger activity estimate (Enplaned Passengers or Deplaned Passengers) calculates the Holdroom Charges, Baggage Claim Charges, Baggage Make-up Charges, and Baggage Tug Areas Charges used to calculate the Common Use Facility Fee. To calculate the Common Use Facility Fee, the total Holdroom Charges, Baggage Claim Charges, Baggage Make-up Charges and Baggage Tug Areas Charges, as computed on Tables 7-1 and 7-2 and described above, are summed and divided by the projected Airlines' Enplaned Passengers from Table 1.

Table 8 - Airlines' Landing Fee Rate

Table 8 presents the Airlines' Landing Fee Rate calculation. The Airfield Operating Requirement is the sum of O&M Expenses allocated to the Airfield Area under the Policy's cost allocation principles and net Depreciation, Amortization, Capital Outlay, and Debt Service ("Capital Charges") from Table 3. Currently, there is no Debt Service and no fund deposits and Bond coverage requirements which are part of the Airport Operating Requirement allocated to the Airfield Area. The Airfield Area Operating Requirement is reduced by the Airfield Area Credits.

These credits include a credit for the estimated apron cost allocated to the Apron Fee. This adjusted amount is the Net Airfield Area Operating Requirement. The Airlines' share of this net requirement is the product of dividing projected Scheduled Airline annual operations by projected total annual airport operations times the Net Airfield Operating Requirement. The product of the Net Airfield Area Operating Requirement and this percentage produces the Airlines' Net Airfield Area Operating Requirement. This net requirement is then divided by the Certified Maximum Gross Landed Weight (CMGLW) of all Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee Rate. This Landing Fee Rate multiplied by the estimated CMGLW of the Airlines' Revenue Aircraft Arrivals establishes the Airlines' Landing Fee Revenue Requirement.

Tables 9-1 and 9-2 - Personnel-Related Security Expense

Tables 9-1 and 9-2 summarizes the methodology used by the Authority to calculate the Personnel-Related Security Fee and Charge and for each Fiscal Year. This table first calculates the hourly costing rate for each deployed hour of service by the Authority's current Public Safety Officer ("PSO") personnel. This hourly costing rate is used primarily to calculate the costs for PSO personnel assigned to the flex response security function to support the Transportation Security Administration's ("TSA") passenger pre-boarding security screening. This amount (the hourly costing rate times the flex response coverage hours), listed under the section captioned as "Transfers to Cost Center", is the first element of cost specifically assigned to the Airlines' Personnel-Related Security Charge. The second element of cost assigned to this charge represents the Airlines' share of the balance of the PSO personnel-related cost assigned to the Terminal Building. This share is determined by subtracting the amount assigned to support the aforementioned flex response function from the total amount of personnel-related security costs assigned to the Terminal Building (for Fiscal Year 2010 forty-five percent (45%)). The balance of the transfers shown within the Terminal Building cost allocation are utilized to calculate other Airport users' security fees. The sum of the above two items of PSO personnel-related security cost assigned to the Airlines plus the cost of personnel-related security cost assigned to the Parking, Roadway and Ground Transportation Cost Center constitutes the total unadjusted Airlines' Personnel-Related Security Cost. Reimbursements the Authority receives from TSA for PSO officers' flex response support to TSA pre-boarding passenger screening function is credited against this cost to obtain the net Airlines' Personnel-Related Security Cost. To this number the cost of the space assign to the security checkpoint is added. This amount is then divided by the projected Airlines' Enplaned Passengers from Table 1 to calculate the Airlines' Personnel-Related Security Fee. The fee, so calculated, is the Airlines' Personnel-Related Security Fee.

Table 10 - Airlines' Passenger Loading Bridge/Regional Boarding Ramp Charges

The Passenger Loading Bridge/Regional Boarding Ramp Fee is calculated by dividing the projected Passenger Loading Bridge/Regional Boarding Ramp Operating Requirement by the estimated number of PLB/RPR uses for the projection Fiscal Year. The charge (estimated cost assigned to PLBs/RBRs) is comprised of an annual allowance to cover repairs and replacements and O&M Expenses allocable to these PLBs/RBRs, including ground power and conditioned air provided at the PLBs/RBRs. The Authority will re-estimate the annual PLB/RBR requirement based on a new estimate which reviews O&M Expenses, Capital Charges, and other requirements attributable to the PLBs/RBRs.

Table 11 – Aircraft Apron Charges

The Aircraft Apron Fee which is a credit against the Airfield Area Operating Requirement is the Authority's current estimate of the cost of the Terminal Aircraft Apron included in Airfield Area Costs. The Authority will re-estimate the annual aircraft apron requirement based on a new estimate which reviews O&M Expenses, Capital Charges, and other requirements attributable to the Airlines Aircraft Apron.

The Aircraft Apron Fee is calculated by dividing the estimated annual Aircraft Apron Operating Requirement by the projected number of Aircraft Turns for the Fiscal Year.

Table 12 – Estimated Airline Revenue

Table 12 provides a summary of the estimated airline revenue for Terminal Area Rentals and Charges, Landing Fees, Apron Fees, Passenger Related Security Charges, Passengers Loading Bridge/Regional Boarding Ramp Charges, Baggage Tug Area Charges, and Preferential/Common Use FF&E Charges. I then calculates a total estimated annual Airline Revenue and divides that numbers by the Enplanement on Table 1 to calculate am Estimated Cost Per Enplaned Passenger.

Table 13 - Airport Capital Plan

Table 13 shows the current capital improvement plans for the Airport ("ACIP") by estimated total cost and funding source (i.e., AIP entitlements, AIP discretionary funds, State of North Carolina Department of Transportation Airport funds, currently approved PFCs, anticipated future PFC approvals, and local funds). The local funds are Airport-generated capital funds, Bonds and rental car customer facility charges (CFCs). This table is included in the Rentals, Fees and Charges calculations to allow the Airlines to see the potential impact the ACIP will have on Airport Capital Charges included in the Rentals, Fees and Charges calculations in future Fiscal Years. The source of this capital plan is the Authority's ongoing and multi-year ACIP, its 5-year capital plan filed with the Federal Aviation Administration, and its short-term and long-term ACIP included in its most recent Master Plan Update. The grant and PFC funding amounts are based on Airport management's current estimates and are, therefore, subject to adjustment due to future funding limitations and restrictions and required PFC approvals.

- 5. <u>Airline Requirements and Status</u> All airlines providing air service at Asheville Regional Airport must meet and maintain all of the following requirements:
 - 1. Execute the Authority's Airline Operating and Space Use Agreement for the Airport.

- 2. Provide certificates of insurance evidencing the insurance requirements of the Authority.
- 3. Provide an irrevocable stand-by letter of credit or such alternate security as is acceptable by the Authority in an amount as may be required by the Authority not to exceed of two (2) months of airline's estimated rentals, fees and charges under this Policy.
- 4. Provide an operating and security plan for its operations meeting the requirements of the Authority.

Airlines will fall into one of three categories:

- 1. Schedule Airline an airline providing an average of more than six (6) weekly flights.
- 2. Charter/Scheduled Airline an airline providing an average of six (6) or less weekly flights.
- 3. Cargo Airline an airline providing all cargo and/or express package delivery flights.

Charter Airlines will pay 125% of the Scheduled Airlines Rates and Charges with the exception that a turn fee will apply to the Charter Airlines that encompasses the use of holdroom, bag claim, bag make-up, and tug drives in lieu of the Common Use Facility Fee, PLB/RBR Fee and Apron Fee. The turn fee is set at a level for a 50 seat regional jet that would approximate the Scheduled Airline rates and charges for six (6) weekly flights. This becomes the Class 1 Turn Fees Rate. The Class 2 and 3 Turn Fee Rates are establish by escalating the Class 1 rate by \$50.00 for Class 2 and \$125.00 for Class 3.

Cargo Airlines will pay 125% of the applicable Scheduled Airline Rates and Charges.

ASHEVILLE REGIONAL AIRPORT AUTHORITY AIRLINES' RATES AND CHARGES POLICY

Attachment A Airport Cost Centers

OVERVIEW AND SUMMARY

This document describes and delineates the cost center system ("Cost Centers") utilized by the Asheville Regional Airport Authority ("Authority") to allocate costs and revenues for the Asheville Regional Airport ("Airport") for the purpose of calculating rentals, fees and charges ("Rentals, Fees and Charges") for the airlines serving the Airport. This document includes a description of the physical areas and facilities and costs and, where there is a Cost Center without physical boundaries, the costs included in each Cost Center. Where applicable a physical depiction of the Cost Centers is shown on the color-coded Airport Layout Plan, included as an exhibit to this document. The Cost Centers included in this cost center system include both direct and indirect Cost Centers. The direct Cost Centers are stand alone physical areas and facilities of the Airport which perform a separate and distinct Airport function. The indirect Cost Centers are physical areas and facilities, or cost center activities or cost accumulation areas, which function to support one or more Cost Centers.

As physical areas or facilities are added to, modified or removed from a Cost Center, the Cost Center description and depiction will be changed and/or modified by the Authority. The Authority may also move a physical area or facility from one Cost Center to another Cost Center as the function of the area or facility changes. The Authority may also add, delete or create additional, new Cost Centers or sub-cost centers from time to time as it determines are necessary to accumulate and allocate Airport costs and revenues.

Airfield Area

The Airfield Area is comprised 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 Area 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 Area. 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 Airport Cost Center, and all Airport noise mitigation facilities or costs. The Airport's trituary facility, storage areas for airline glycol

Rates and Charges Policy

equipment and tanks, and any fueling facilities and equipment provided to serve the airlines on the terminal apron are also included in the Airfield Area. 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 be charged and allocated to the Airfield Area.

Terminal Building Area

The Terminal Building is comprised of the current terminal building, including the ticketing wing, the A-Gates holdroom, B-Gates holdroom, baggage claim facilities, baggage make-up facilities, and passenger loading bridges/regional boarding ramps. It also includes the areas immediately adjacent to the west side of the terminal building utilized for baggage tug drives and baggage tug storage, and all public area, concession and other leasable areas.

General Aviation Area

The General Aviation Area is comprised of the conventional and maintenance hangars owned by fixed based operator ("FBO"), the T-hangars constructed by the FBO, the Authority-constructed bulk hangar and T-hangars, the general aviation ramp and tiedown areas, the FBO operated fueling facilities and related support facilities, the air cargo building, access roads and appurtenant facilities serving this Cost Center.

Parking, Roadway and Ground Transportation Area

The Parking, Roadway and Ground Transportation Area is presently comprised of public and employee parking lots, rental car ready and return area, rental car service areas and facilities, rental car storage areas, staging and parking areas for passenger ground transportation vehicles, including taxicabs, to the extent provided, the Airport's terminal area access roadway and vehicle circulation system, but not roadways and vehicle circulation systems which are included in another Cost Center.

Other Areas

This Cost Center includes the Advantage West office facility and will also include other non-aviation leased land and non-aviation facilities, as they are acquired or constructed, or as existing facilities are redeployed or transferred to such use.

Administrative and General Support

The Administrative and General Support Cost Center is comprised of those land areas, facilities, equipment and administrative services utilized for the management, administration, direction and general operation of the Airport.

The Administrative sub-cost center includes charges for direct salaries, wages and related fringe benefits of the following categories of Airport staff: administrative management and direct support, including the Director, Deputy Director, Finance Manager, Administration Manager, Accounting Coordinator, Director of Marketing and Public Relations, Director of Information Technology, Manager of Planning and Development, Secretary, Administrative Assistant, and Secretary/Receptionist, and other O&M Expenses, Capital Charges, and other elements of the Airport Operating Requirement related to the administration, development, operation and maintenance of the Airport.

General Support Facilities is a sub-cost center comprised of the specific physical areas and facilities servicing the general needs of the Airport not included in any other cost center, including the Airport maintenance facility, mobile equipment storage building, stores, and such other physical facilities and areas serving the airport.

ASHEVILLE REGIONAL AIRPORT AUTHORITY AIRLINES' RATES AND CHARGES POLICY

Attachment B Statement of Airlines' Annual Rates and Charges

ASHEVILLE REGIONAL AIRPORT AUTHORITY RATES AND CHARGES POLICY

Attachment B

ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT

STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES

FY 2010

4/21/2009

EXHIBIT A

ASHEVILLE REGIONAL AIRPORT AUTHORITY ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

SUMMARY OF RATES AND CHARGES

Scheduled Airline Rates (1)	Rates	2009 & & Charges		Projected 2010
Terminal Building Rental Rate (PSF)	\$	38.84	\$	30.53
Common Use Facility Fee Per EP (2)	\$	2.14	\$	1.93
Passenger-Related Security Fee Per EP	\$	0.88	\$	0.60
Landing Fee Per 1,000 LBS.	\$	1.23	\$	1.08
Passenger Loading Bridge/Regional Boarding Ramp Fee Per Turn	\$	17.21	\$	18.25
Apron Fee Per Turn	\$	27.54	\$	30.00
Charter Airline Rates (3)				
Terminal Building Rental Rate (PSF)	\$	48.55	\$	38.17
Passenger-Related Security Fee Per EP	\$	1.10	\$	0.75
Landing Fee Per 1,000 LBS.	\$	1.54	\$	1.34
Turn Fees (4) Class 1 (0 to 75 Seats) Class 2 (76 to 150 Seats) Class 3 (151 to 225 Seats)	\$ \$ \$	110.00 160.00 235.00	\$ \$ \$	125.00 175.00 250.00
Cargo Airline Rates				
Landing Fee Per 1,000 LBS.	\$	1.54	\$	1.34
Apron Fee (if operating from Commercial Ramp)	\$	34.43	\$	37.50

Notes:

^{1.} A scheduled airline providing an average of 7 or more flight per week.

^{2.} Includes the use of holdroom, bag claim, bag make-up, and tug drives.

^{3.} A charter/scheduled airline providing an average of 6 or less flights per week.

^{4.} Includes the use of holdroom, bag claim, bag make-up, tug drives and two (2) ticket counter positions.

TABLE 1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

ACTIVITY STATISTICS (1)

	Enplanements	Landing Weights	Air Carrier Operations	Loading Bridge <u>& RBR Uses</u>
Historical:				
2004	240,585	331,057,774	16,592	1,199
2005	297,886	372,360,359	18,162	1,674
2006	300,867	392,022,128	16,918	1,758
2007	286,775	361,755,745	16,230	1,532
2008	282,538	360,627,963	15,614	1,934
Rates & Charges:				
2009	298,000	389,250,000	17,300	2,045
Projected:				
2010	275,000	360,000,000	16,000	7,300

Notes:

1. Activity Statistics are for scheduled airlines only.

TABLE 2-1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

TERMINAL RENTABLE SPACE SUMMARY PAGE 1 OF 2

	Square Footage			
	2009	Projected		
Airline Preferential Space	Rates & Charges	2010		
Piedmont Airlines				
Ticket Counter	411	311		
Queue	546	557		
Office/Corridor	1,510	1,524		
Total Piedmont Airlines	2,467	2,392		
Delta Air Lines				
Ticket Counter	402	433		
Queue	669	765		
Office/Corridor	1,632	1,328		
Total Atlantic Southeast	2,703	2,526		
Continental Express				
Ticket Counter	193	190		
Queue	323	343		
Office/Corridor	1,510	1,388		
Total Continental Express	2,026	1,921		
Northwest Airlines				
Ticket Counter	95	-		
Queue	160	-		
Office/Corridor	-	-		
Total Northwest Airlines	255	-		
AirTran Airways				
Ticket Counter	-	192		
Queue	-	341		
Office/Corridor		198		
Total AirTran Airways	-	731		
Vacant				
Ticket Counter	889	742		
Queue	963	1,306		
Office/Corridor	1,352	1,604		
Total Vacant Preferential Airline Space	3,204	3,652		
Total Airline Preferential Space	10,655	11,223		
Airline Common Use Space				
Baggage Make-up	3,366	3,135		
Baggage Claim	4,042	4,315		
A-Gates Holdroom	2,914	2,914		
B-Gates Holdroom (Does not include RBR Corridor)	5,200	5,200		
otal Airline Common Use Space	15,522	15,564		
Fotal Airline Rentable Space (Excludes tug areas)	26,177	26,786		
Dutside Baggage Tug Areas (1)				
Baggage Make-up Covered Tug Drives	3,211	3,403		
Baggage Claim Covered Tug Drives	2,200	1,944		
Total Baggage Tug Areas SF	5,411	5,347		

Notes:

1. Not in terminal building rentable square footage divisor for calculation of terminal building rental rate.

4/21/2009

TABLE 2-2 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

TERMINAL RENTABLE SPACE SUMMARY PAGE 2 OF 2

	Square Footage		
	2009	Projected	
Non-Airline Space	Rates & Charges	2010	
Concession Space			
Rental Cars	2,876	2,876	
Landside Restaurant/Gifts	5,520	5,520	
Airside Restaurant/Gifts	840	840	
Art Gallery	376	567	
Vending Areas (Drink, Snack, Massage Chairs, Carts, etc.)	893	893	
Total Concession Space	10,505	10,696	
Government Space			
FAA Tower & Related Office Space (1)	3,238	3,238	
TSA Offices/ Ticketing Area	1,664	1,664	
TSA Breakroom (Office under 2nd level holdroom)	590	590	
TSA Passenger Security Screening	-	1,820	
TSA Offices Adjacent to Passenger Screening	144	242	
Total Government Space	5,636	7,554	
Total Non-Airline Space	16,141	18,250	
Total Rentable Space (Airline and Non-Airline)	42,318	45,036	
Terminal Public and Other Areas (includes mech., elec., & coms rooms)	60,000	63,830	
Total Terminal Space	102,318	108,866	

Notes:

1. Includes estimates for FAA Tower space.

4/21/2009

TABLE 3-1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

DEPRECIATION, AMORTIZATION, CAPTIAL OUTLAY, AND DEBT SERVICE PAGE 1 OF 2

Element	2009 Rates & Charges			Projected 2010
Depreciation Gross Depreciation Less: Grant Amortization Less: PFC Amoritization/Credit	\$	2,768,461 (1,777,034) (446,557)	\$	4,532,448 (2,675,008) (732,908)
Net Depreciation	\$	544,870	\$	1,124,532
Amortization Gross Land Amortization Less: PFC Amoritization/Credit	\$	131,949 (96,639)	\$	47,801 (8,437)
Net Land Amortization	\$	35,310	\$	39,364
Debt Service Airport Revenue Bonds	\$	-	\$	-
Capital Outlay	\$	100,000	\$	100,000
Total Net Depreciation, Amortization, Captial Outlay, and Debt Service	\$	680,180	\$	1,263,896

NOTES:

1. Depreciation is based on the previous years' actual depreciation.

4/21/2009

TABLE 3-1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

DEPRECIATION, AMORTIZATION, CAPITAL OUTLAY, AND DEBT SERVICE PAGE 2 OF 2

Cost Center (1)	2009 Rates & Charges			Projected 2010
Airfield Area				
Gross Depreciation	\$	863,799	\$	1,301,313
Less: Grant Amortization	+	(568,651)	+	(838,306)
Less: PFC Amortization/Credit		(138,552)		(229,682)
Net Depreciation	\$	156,597	\$	233,325
Gross Land Amortization	\$	125,694	\$	47,801
Less: PFC Amortization/Credit	+	(96,639)	+	(8,437)
Net Land Amortization	\$	29,055	\$	39,364
Airfield Area Net Capital Charges	\$	185,652	\$	272,689
Terminal Building				
Gross Depreciation	\$	1,153,289	\$	1,820,402
Less: Grant Amortization	Ψ	(729,295)	Ψ	(1,172,703)
Less: PFC Amortization/Credit		(185,890)		(321,301)
Net Depreciation	\$	238,104	\$	326,398
Terminal Building Net Capital Charges	\$	238,104	\$	326,398
Parking, Roadway, and Ground Transportation Area				
Gross Depreciation	\$	547,343	\$	771,964
Less: Grant Amortization	Ŷ	(350,076)	Ψ	(252,504)
Less: PFC Amortization/Credit		(89,231)		(69,182)
Net Depreciation	\$	108,036	\$	450,278
Parking,Roadway, & Ground Transportation Area - Net Capital Charges	\$	114,291	\$	450,278
General Aviation Area				
Gross Depreciation	\$	99,761	\$	550,634
Less: Grant Amortization		(63,085)		(354,719)
Less: PFC Amortization/Credit		(16,080)		(97,187)
Net Depreciation		\$20,596		\$98,728
General Aviation Area - Net Capital Charges		\$20,596		\$98,728
Other Area				
Gross Depreciation	\$	104,269	\$	88,135
Less: Grant Amortization		(65,928)		(56,776)
Less: PFC Amortization/Credit		(16,804)		(15,556)
Net Depreciation	\$	21,537	\$	15,803
Other Areas - Net Capital Charges	\$	21,537	\$	15,803
Capital Outlay	\$	100,000	\$	100,000
Net Depreciation, Amortization, Capital Outlay, and Debt Service	\$	680,180	\$	1,263,896

NOTES:

1. Depreciation is based on the previous years' actual depreciation.

TABLE 4 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

OPERATION AND MAINTENANCE EXPENSES BY CHARACTER LEVEL

By Character Level	Rate	2009 es & Charges	Projected 2010
Personnel Services	\$	3,305,178	\$ 2,913,211
Professional Services		194,335	209,650
Utilities		368,158	425,000
Promotional Activities		11,500	252,720
Maintenance and Repairs		332,668	248,000
Contracted Services		630,557	485,630
Insurance Expense		207,500	230,000
Materials and Supplies		234,565	316,790
Other Expenses		455,615	760,340
Total O&M Expenses	\$	5,740,076	\$ 5,841,341

Notes:

^{1.} Estimated Operating and Maintance Expenses.

TABLE 5 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

OPERATION AND MAINTENANCE EXPENSES BY COST CENTER

By Cost Center (1)	2009 Rates & Charges			Projected 2010
Airfield Area	\$	981,486	\$	1,369,643
Terminal Building Area		1,954,038		2,494,777
Parking, Roadway, and Ground Transportation Area		805,307		493,338
General Aviation Area		51,198		565,544
Other Areas		35,710		110,146
Administration and General Support		1,912,335		807,893
Total O&M Expenses	\$	5,740,074	\$	5,841,341

By Cost Center After Allocations (2)	Rate	2009 es & Charges	Projected 2010
Airfield Area Terminal Building Area Parking, Roadway, and Ground Transportation Area	\$	1,471,836 \$ 2,930,274 1,207,638	5 1,506,985 2,979,512 590,285
General Aviation Area Other Areas		76,777 53,550	590,285 646,333 118,225
Total O&M Expenses	\$	5,740,075 \$	5,841,341

NOTES:

2. Adiministration cost center allocation.

^{1.} Estimated Operating and Maintance Expenses.

TABLE 6 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

SCHEDULED AIRLINES' PREFERRENTIAL USE SPACE RENTAL RATE

Terminal Building Area Operating Requirement	2009 Rates & Charges			Projected 2010
Operation & Maintenance Expenses	\$	2,930,274	\$	2,979,512
Net Depreciation, Amortization, Capital Outlay, and Debt Service		238,104		376,398
Fund Deposit and Coverage Requirements		-		-
Other Charges and Elements Allocable To The Terminal Building (1)		-		114,095
Gross Terminal Building Operating Requirement Terminal Building Credits: Less: Loading Bridge/RBR Charges	\$	3,168,378 -	\$	3,470,005 (146,000)
Less: Other (1) Net Terminal Building Operating Requirement	\$	3,168,378	\$	3,324,005
Total Terminal Building Space (2)		103,509		108,866
Terminal Building Rental Rate Per Square Foot	\$	38.84	\$	30.53
Rented Airline Terminal Building Space (Preferential/Joint Use)		7,451		7,571
Total Airline Terminal Building Space Revenue (Preferential/Joint Use)	\$	289,397	\$	231,155

Notes:

Includes security related expenses for the terminal building.
 Represents the total terminal building space excluding Airport Authority offices.

TABLE 7-1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

SCHEDULED AIRLINES' COMMON USE FACILITY CHARGES PAGE 1 OF 2

Common Use Space	Rates	2009 & & Charges	Projected 2010
Holdroom Charges			
A-Gates Holdroom SF		2,914	2,914
B-Gates Holdroom SF		5,200	5,200
Total Holdroom Square Footage		8,114	8,114
X Terminal Rental Rate	\$	38.84	\$ 30.53
Holdroom Space Charge	\$	315,148	\$ 247,744
Other (1)	\$	-	\$ -
Total Holdroom Charges	\$	315,148	\$ 247,744
Enplaned Passengers		298,000	275,000
Holdroom Charge per EP	\$	1.06	\$ 0.90
Baggage Claim Charges			
Bag Claim Square Footage		4,142	4,315
X Terminal Rental Rate	\$	38.84	\$ 30.53
Bag Claim Space Charge	\$	160,875	\$ 131,749
Other (2)	\$	-	\$ -
Total Bag Claim Charge	\$	160,875	\$ 131,749
Deplaned Passengers (3)		298,000	275,000
Baggage Claim Charge per DP	\$	0.54	\$ 0.48
Baggage Make-up Charges			
Bag Make-up Square Footage		3,200	3,135
X Terminal Rental Rate	\$	38.84	\$ 30.53
Bag Make-up Space Charge	\$	124,288	\$ 95,714
Other (4)	\$	-	\$ 2,880
Total Bag Make-up Charge		124,288	98,594
Enplaned Passengers		298,000	275,000
Baggage Make-up Charge per EP	\$	0.42	\$ 0.36

Notes:

1. None.

2. None.

3. Deplaned passengers assumed to be equal to enplaned passengers.

4. Internet access for maintenance.

4/21/2009

TABLE 7-2 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

SCHEDULED AIRLINES' COMMON USE FACILITY CHARGES PAGE 2 OF 2

	Rates	2009 s & Charges		Projected 2010
Baggage Tug Area Charges Baggage Make-up Covered Tug Drives Baggage Claim Covered Tug Drives		3,211 2,200		3,403 1,944
Total Space		5,411		5,347
X 20% of Terminal Rental Rate	\$ \$	6.99	\$	6.11
Total Baggage Tug Area Charges	\$	37,825	\$	32,647
Enplaned Passengers		298,000		275,000
Baggage Tug Area Charge per EF	\$	0.13	\$	0.12
Preferential/Common-Use FF&E Charges				
Paging System	\$ \$ \$	-	\$ \$	20,454
Other (1) Total Preferential/Common-Use FF&E Charges	ф \$	-	Φ \$	20,454
Enplaned Passengers		298,000		275,000
Preferential/Common-Use FF&E Charges per EP	\$		\$	0.07
Enplaned Passengers		298,000		275,000
Total Common Use Facility Fee per EP	\$	2.14	\$	1.93
Total Common Use Facility Revenue	\$	638,118	\$	531,188

Notes:

1. None.

4/21/2009

TABLE 8 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

SCHEDULED AIRLINES' LANDING FEE RATE

Airfield Area Operating Requirement	Rat	2009 es & Charges	Projected 2010
Operation & Maintenance Expenses	\$	1,471,836	\$ 1,506,985
Net Depreciation, Amortization, Capital Outlay, and Debt Service		185,652	322,689
Fund Deposit and Coverage Requirements		-	-
Other Charges and Elements Allocable To The Airfield Area (1)		-	224,526
Gross Airfield Area Operating Requirement Airfield Area Credits:	\$	1,657,487	\$ 2,054,200
Less: Apron Fee Less: Other (2)		(238,226) (425,778)	(240,000)
Net Airfield Area Operating Requirement	\$	993,483	\$ 1,814,200
Scheduled Airlines' Share of Cost			
Scheduled Airlines' Percentage of Airfield Operating Requirement (3)		70.00%	21.33%
Scheduled Airlines' Airfield Operating Requirement Plus: Scheduled Airlines' Uncollectable Amounts Assessement	\$	993,483 -	\$ 387,029
Total Scheduled Airlines' Airfield Operating Requirement	\$	993,483	\$ 387,029
Schedule Airlines' MGLW - Revenue Aircraft Arrivals		389,250,000	360,000,000
Scheduled Airlines' Landing Fee Rate (per 1,000 pounds of MGLW)	\$	1.23	\$ 1.08
Scheduled Airlines' Landing Fee Revenue	\$	478,778	\$ 387,029

NOTES:

2. None.

^{1.} Includes security related expenses for the airfield.

^{3.} Airlines share based on airline sheduled operations divided by total operations.

TABLE 9-1 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

AIRLINES' ANNUAL PASSENGER-RELATED SECURITY CHARGE PAGE 1 OF 2

Security Cost Calcuation and Allocation	2009 Rates & Charges			rojected 2010
Personnel - Related Security Cost (1)				
Salaries and Benefits	\$ \$	926,665	\$	748,419
Base Personnel - Related Security Cost	\$	926,665	\$	748,419
Officers Deployed Hours				
Total Hours (13 Officers at 42 hrs/week; 1 officer at 40 hrs/week)		2,177		2,177
Holiday (11 Holidays)		(132)		(132)
Vacation (12 Days)		(144)		(144)
Training (8 hrs per month per officer)		(96)		(96)
Sick Leave (12 Days Allowed; 7 Days Average Used)		(84)		(84)
Available Hours/Officer		1,721		1,721
14 Officers		14		14
Total Available Hours		24,088		24,088
Less: Admin Hours Total (14 Officers)		(2,008)		(2,008)
Total Deployment Hours		22,080		22,080
Personnel-Related Security Cost/Deployed Hour	\$	39.89	\$	33.90
Total Personnel - Related Security Cost	\$	926,665	\$	748,419
Transfers to Cost Centers				
Terminal (45%):				
Terminal - Airlines (18hrs/day security checkpoint)	\$	275,731	\$	222,694
Terminal - Rentable Square Feet		122,735		114,095
Airfield Area (30%)		268,733		224,526
Roadway, Parking/Ground Transportation (17%):				
Car Rental Allocation (One-Half)		115,833		63,616
Parking & Roadway Allocation (One-Half)		115,833		63,616
General Aviation (7%)		18,533		52,389
Other Areas (1%)		9,267		7,484
Total Allocated Personnel - Related Security Cost	\$	926,665	\$	748,419

Notes:

1. Does not include firefighter costs.

TABLE 9-2 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

AIRLINES' ANNUAL PASSENGER-RELATED SECURITY CHARGE PAGE 2 OF 2

Security Cost Calcuation and Allocation	Rates	Projected 2010	
Total Personnel - Related Costs Less: TSA Reimbursements (1)	\$	425,040 \$ (163,286)	222,694 (120,000)
Net Personnel - Related Costs Security Checkpoint Space Charges (2)	\$	261,754 \$ -	102,694 62,959
Total Passenger-Related Security Charges	\$	261,754 \$	165,652
Enplaned Passengers		298,000	275,000
Passenger-Related Security Charges Per Enplaned Passenger	\$	0.88 \$	0.60

Notes:

^{1.} Based on current reimburement amounts.

^{2.} Security checkpoint space area times terminal square footage rate.

TABLE 10 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

AIRLINES' PASSENGER LOADING BRIDGE CHARGES (1)

Passenger Loading Bridge/RBR Charges	2009 Rates & Charges			Projected 2010		
Passenger Loading Bridge/RBR Operating Requirement	\$	125,654	\$	146,000		
Estimated Aircraft Turns (2)		7,301		8,000		
Loading Bridge Charge Per Turn (3)	\$	17.21	\$	18.25		
Passenger Loading Bridge/RBR Revenue	\$	125,654	\$	146,000		

Notes:

4/21/2009

^{1.} Loading bridge charges apply to both loading bridges and regional boarding ramps and include the use of PC Air and Fixed Ground Power.

^{2.} Based on projected airline schedules and available number of loading bridges and regional boarding ramps.

^{2.} Loading bridge/RBR operating requirement divided by estimated turns.

TABLE 11 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

AIRLINES' AIRCRAFT APRON CHARGES

Aircraft Apron Charges	Rates	Projected 2010	
Aircraft Apron Operating Requirement	\$	238,221	\$ 240,000
Estimated Aircraft Turns (1)		8,650	8,000
Apron Charge Per Turn (2)	\$	27.54	\$ 30.00
Aircraft Apron Revenue	\$	238,221	\$ 240,000

Notes:

^{1.} Based on projected airline schedules.

^{2.} Apron operating requirement divided by estimated turns.

TABLE 12 ASHEVILLE REGIONAL AIRPORT STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES FISCAL YEAR 2010

ESTIMATED AIRLINE REVENUE

<u>ltem</u>	Rate	2009 es & Charges	Projected 2010
Terminal Area Rentals & Charges	\$	892,244	\$ 729,695
Landing Fees		479,255	387,029
Apron Fees		238,226	240,000
Passenger Related Security Charges		261,753	165,652
Passenger Loading Bridge Charges		125,654	146,000
Baggage Tug Area Charges		37,825	32,647
Preferential/Common-Use FF&E Charges		-	20,454
Total Airline Revenue Projected Enplanements	\$	2,034,957 298,000	\$ 1,721,478 275,000
Estimated Cost Per Enplaned Passenger	\$	6.83	\$ 6.26

Notes:

TABLE 13

ASHEVILLE REGIONAL AIRPORT

STATEMENT OF AIRLINES' ANNUAL RATES AND CHARGES

FISCAL YEAR 2010

AIRPORT CAPITAL IMPROVEMENT PLAN

FISCAL YEARS 2007 - 2013

								 Pay-As-Y	ou-G			Othe	er Local Funds	5		
Description	,	Total Cost	Fr	AIP ntitlements	Die	AIP	State Funds	Current Approval		Future Approvals	Airport Capital		Other (b)		CFC	To
		<u>rotar oost</u>	<u></u>	littlemento	Die	<u>erenonary</u>	<u>r unus</u>	Approval	-		oupitui				0.0	-
FY 2007																
Rental Car Service Lots - Construction	\$	7,655,799	\$	-	\$	-	\$ -	\$ -	\$	-	\$ 2,905,799	\$	4,750,000	\$	-	\$
Terminal Renovations Phase 1 - Construction/Admin		5,591,300		4,278,523		-	-	1,695,883		-	-		-		-	
Airport Entrance Road Phase - Design (Terminal/GA)		324,595		308,366		-	-	-			16,230		-		-	
Regional Boarding Ramp Improvements		1,223,000		-		-	-	1,198,505		-	24,495		-		-	
Subtotal FY 2007	\$	14,794,694	\$	4,586,889	\$	-	\$ -	\$ 2,894,388	\$	-	\$ 2,946,524	\$	4,750,000	\$	-	\$
<u>FY 2008</u>																
PC Air - All Gates (5)	\$	361,050	\$	-	\$	-	\$ -	\$ 361,050	\$	-	\$ -	\$	-	\$	-	9
Fixed Ground Power - RBR Gates (3)		120,000									120,000					
GA Development (North) - Phase 1		1,000,000		-		-	500,000	-		-	500,000		-		-	
Subtotal FY 2008	\$	1,481,050	\$	-	\$	-	\$ 500,000	\$ 361,050	\$	-	\$ 620,000	\$	-	\$	-	\$
FY 2009																
GA Hangar Construction (168 Wright Brothers Way)	\$	2,500,000	\$	-	\$	-	\$ -	\$ -	\$	-	\$ 2,500,000	\$	-	\$	-	\$
Public Parking Improvements - Design/Construction/CA/RPR		2,750,000		309,000		-	-	-		-	2,441,000		-		-	
Airport Road Improvements (GA) - Construction		2,275,000		2,161,250		-	-	-		-	113,750		-		-	
GA Development (North) - Phase 2		2,700,000		1,591,000		-	400,000	-		-	709,000		-		-	
Rehab Runway (incl shoulders and lighting) - Design		545,007		517,756		-	-	27,250		-	-		-		-	
Subtotal FY 2009	\$	10,770,007	\$	4,579,006	\$	-	\$ 400,000	\$ 27,250	\$	-	\$ 5,763,750	\$	-	\$	-	\$
FY 2010																
Aircraft Lav Cart Facility - Design/Construction/CA/RPR	\$	240,700	\$	-	\$	-	\$ -	\$ 240,700	\$	-	\$ -	\$	-	\$	-	9
Rehab Runway (incl shoulders and lighting) - Construction		5,450,068		2,367,519		2,482,549	300,000	-		300,000	-		-			
Subtotal FY 2010	\$	5,690,768	\$	2,367,519	\$	2,482,549	\$ 300,000	\$ 240,700	\$	300,000	\$ -	\$	-	\$	-	\$
FY 2011																
Terminal Renovations - Design	\$	350,000	\$	332,500	\$	-	\$ -	\$ -	\$	17,500	\$ -	\$	-	\$	-	\$
ARFF Equipment		382,347		363,230		-	-	-			19,117		-		-	
Parallel Taxiway - Design (1/3 of total T/W)		655,683		-			300,000	-		355,683			-			
Subtotal FY 2011	\$	1,388,030	\$	695,730	\$	-	\$ 300,000	\$ -	\$	373,183	\$ 19,117	\$	-	\$	-	\$
FY 2012																
Renovated/Expanded ARFF Facility (Dual Purpose)	\$	1,575,000	\$	-	\$	-	\$ -	\$ -	\$	1,575,000	\$ -	\$	-	\$	-	\$
Terminal Renovations Phase 2 - Construction/CA/RPR		3,500,000		2,321,280			-	-		1,178,720	-					
Parallel Taxiway - Construction Phase 1 (1/3 of total T/W)		6,556,830		2,415,144		3,541,686	300,000	-		300,000	-		-		-	
Subtotal FY 2012	\$	11,631,830	\$	4,736,424	\$	3,541,686	\$ 300,000	\$ -	\$	3,053,720	\$ -	\$	-	\$	-	\$
FY 2013																
Ready/Return Lot Improvements - Design/Construction/CA/RPR	\$	1,253,500	\$	-	\$	-	\$ -	\$ -	\$	-	\$ 1,253,500	\$	-			9
Land Acquisition		3,500,000		-		3,325,000	-	-		175,000	-		-		-	
Parallel Taxiway - Construction Phase 2 (1/3 of total T/W)		6,556,830		2,464,198		3,492,632	300,000	-		300,000					-	
GA Development		3,500,000		-		-	-	-		-	-		3,500,000		-	
Subtotal FY 2013	\$	14,810,330	\$	2,464,198	\$	6,817,632	\$ 300,000	\$ -	\$	475,000	\$ 1,253,500	\$	3,500,000	\$	-	\$
Total - FY 2007 through FY 2013	\$	60,566,710	¢	19,429,766	÷	12,841,868	2,100,000	3,523,388		4,201,903	\$ 10,602,891	~	8,250,000		-	\$

Total Funding

\$	7,655,799	
	5,974,406	
	324,595	
	1,223,000	
\$	15,177,800	
φ	15,177,000	
\$	361,050	
Ψ	120,000	
	1,000,000	
\$	1,481,050	
φ	1,481,050	
\$	2,500,000	
Ψ	2,750,000	
	2,275,000	
	2,700,000	
\$	545,007	
\$	10,770,007	
¢	240,700	
\$		
\$	5,450,068	
\$	5,690,768	
\$	250.000	
Ф	350,000 382,347	
\$	655,683 1,388,030	
\$	1,388,030	
\$	1,575,000	
φ	3,500,000	
\$	6,556,830	
Þ	11,631,830	
\$	1,253,500	
Ψ	3,500,000	
	6,556,830	
\$	3,500,000	
Þ	14,810,330	
\$	60,949,816	

\$ 60,949,816

ASHEVILLE REGIONAL AIRPORT							
	0000	5510	5520	5530	5580	5590	
	ADMIN.	TERMINAL	AIRFIELD	GENERAL	PK.LOT	OTHER	TOTAL
ACCOUNT NAME				AVIATION	ROADWAY		BUDGET
EXPENSES							
Personnel Services		\$ 1,165,284		\$ 291,321		\$ 58,264	\$ 2,913,211
Professional Services	20,965	83,860	62,895	20,965	20,965	-	209,650
Contractual Services	48,563	194,252	145,689	48,563	48,563	-	485,630
Travel and Training	38,386	67,176	38,386	19,193	19,193	9,597	191,930
Communications and Freight	6,475	32,375	12,950	6,475	3,238	3,238	64,750
Utility Services	-	297,500	76,500	29,750	21,250	-	425,000
Rentals and Leases	2,444	6,110	1,833	1,222	611	-	12,220
Insurance	11,500	138,000	46,000	23,000	11,500	-	230,000
Repairs and Maintenance	9,920	114,080	91,760	12,400	12,400	7,440	248,000
Printing & Binding	5,640	7,520	3,760	940	940	-	18,800
Promotional Activities	37,908	113,724	37,908	25,272	12,636	25,272	252,720
Other Current Charges and Obligations	5,905	29,525	14,763	5,905	2,953	-	59,050
Operating Supplies	15,840	145,723	101,373	31,679	15,840	6,336	316,790
Books, Publications, Subscriptions & Memberships	17,366	9,648	5,789	3,859	1,930	-	38,590
Business Development/Agreement Obligations	135,000	75,000	45,000	30,000	15,000	-	300,000
Contingency (General and Bad Debt)	15,000	15,000	15,000	15,000	15,000	-	75,000
TOTAL EXPENSES		\$ 2,494,777				\$ 110,146	\$ 5,841,341
					Check #	5,841,341	· · · ·
	0000	5510	5520	5530	5580	5590	
	ADMIN.	TERMINAL	AIRFIELD	GENERAL	PK.LOT	OTHER	TOTAL
Cost Allocation Percentages				AVIATION	ROADWAY		BUDGET
Personnel Services	15.0%	40.0%	23.0%		10.0%	2.0%	100.0%
Professional Services	10.0%	40.0%	30.0%		10.0%	0.0%	100.0%
Contractual Services	10.0%	40.0%	30.0%		10.0%	0.0%	100.0%
Travel and Training	20.0%	35.0%	20.0%		10.0%	5.0%	100.0%
Communications and Freight	10.0%	50.0%	20.0%		5.0%	5.0%	100.0%
Utility Services	0.0%	70.0%	18.0%		5.0%	0.0%	100.0%
Rentals and Leases	20.0%	50.0%	15.0%		5.0%	0.0%	100.0%
Insurance	20.070						100.0%
	5.0%	60.0%	20.0%	10.0%			
	5.0%	60.0%	20.0%		5.0%	0.0%	
Repairs and Maintenance	4.0%	46.0%	37.0%	5.0%	5.0%	3.0%	100.0%
Repairs and Maintenance Printing & Binding	4.0% 30.0%	46.0% 40.0%	37.0% 20.0%	5.0% 5.0%	5.0% 5.0%	3.0% 0.0%	100.0% 100.0%
Repairs and Maintenance Printing & Binding Promotional Activities	4.0% 30.0% 15.0%	46.0% 40.0% 45.0%	37.0% 20.0% 15.0%	5.0% 5.0% 10.0%	5.0% 5.0% 5.0%	3.0% 0.0% 10.0%	100.0% 100.0% 100.0%
Repairs and Maintenance Printing & Binding Promotional Activities Other Current Charges and Obligations	4.0% 30.0% 15.0% 10.0%	46.0% 40.0% 45.0% 50.0%	37.0% 20.0% 15.0% 25.0%	5.0% 5.0% 10.0% 10.0%	5.0% 5.0% 5.0% 5.0%	3.0% 0.0% 10.0% 0.0%	100.0% 100.0% 100.0% 100.0%
Repairs and Maintenance Printing & Binding Promotional Activities Other Current Charges and Obligations Operating Supplies	4.0% 30.0% 15.0% 10.0% 5.0%	46.0% 40.0% 45.0% 50.0% 46.0%	37.0% 20.0% 15.0% 25.0% 32.0%	5.0% 5.0% 10.0% 10.0% 10.0%	5.0% 5.0% 5.0% 5.0% 5.0%	3.0% 0.0% 10.0% 0.0% 2.0%	100.0% 100.0% 100.0% 100.0% 100.0%
Repairs and Maintenance Printing & Binding Promotional Activities Other Current Charges and Obligations Operating Supplies Books,Publications,Subscriptions & Memberships	4.0% 30.0% 15.0% 10.0% 5.0% 45.0%	46.0% 40.0% 45.0% 50.0% 46.0% 25.0%	37.0% 20.0% 15.0% 25.0% 32.0% 15.0%	5.0% 5.0% 10.0% 10.0% 10.0% 10.0%	5.0% 5.0% 5.0% 5.0% 5.0% 5.0%	3.0% 0.0% 10.0% 0.0% 2.0% 0.0%	100.0% 100.0% 100.0% 100.0% 100.0%
Repairs and Maintenance Printing & Binding Promotional Activities Other Current Charges and Obligations Operating Supplies	4.0% 30.0% 15.0% 10.0% 5.0%	46.0% 40.0% 45.0% 50.0% 46.0%	37.0% 20.0% 15.0% 25.0% 32.0%	5.0% 5.0% 10.0% 10.0% 10.0% 10.0%	5.0% 5.0% 5.0% 5.0% 5.0%	3.0% 0.0% 10.0% 0.0% 2.0%	100.0% 100.0% 100.0% 100.0% 100.0%

	(0000	55	10		5520	ļ	5530		5580		55 9 0	
	Α	DMIN.	TERN	1INAL	A	IRFIELD	GE	NERAL	F	PK.LOT	(OTHER	TOTAL
ROLL-UP EXPENSES							AV	IATION	RC	DADWAY			BUDGET
Personnel Services	\$	436,982	\$ 1,1	65,284	\$	670,039	\$ 3	291,321	\$	291,321	\$	58,264	\$ 2,913,211
Professional Services		20,965	;	33,860		62,895		20,965		20,965		-	209,650
Utilities		-	2	97,500		76,500		29,750		21,250		-	425,000
Promotional Acivities		37,908	1	13,724		37,908		25,272		12,636		25,272	252,720
Maintenance and Repairs		9,920	1	14,080		91,760		12,400		12,400		7,440	248,000
Contracted Services		48,563	19	94,252		145,689		48,563		48,563		-	485,630
Insurance Expense		11,500	1:	38,000		46,000		23,000		11,500		-	230,000
Materials and Supplies		15,840	1-	45,723		101,373		31,679		15,840		6,336	316,790
Other Expenses		226,216	2	42,353		137,480		82,594		58,864		12,834	760,340
TOTAL ROLL-UP EXPENSES	\$	807,893	\$ 2,4	94,777	\$	1,369,643	\$	565,544	\$	493,338	\$	110,146	\$ 5,841,341
											Ch	eck #	-

ENTER O&M DATA HERE											
Administration	Development	Executive	Finance	Guest Services	Information Technology	Ν	Marketing & PR	Operations & Maintenance	Public Safety (1)		
\$ 274,530	\$ 123,250	\$ 428,250	\$ 200,290	\$ 123,890	\$ 204,000	\$	200,100	\$ 1,038,150	\$ 320,751		
12,500	42,500	58,000	43,500	2,000	φ 204,000 11,650	Ψ	30,000	2,500	7,000		
		-		-	102,470		-	374,100	9,060		
8,000	13,500	58,350	23,830	6,200	14,600		19,200	19,700	28,550		
11,000	-	600	-	-	52,130		-	425,000	1,020		
					12,220			423,000			
230,000					, i i i i i i i i i i i i i i i i i i i						
500		500		-	6,400		100	235,500	5,000		
3,000 12,700	2,000	1,000 3,000	3,100	1,600 3,500			8,100 231,520	2,000			
6,000	5,000	11,650	36,400	3,500			231,520	2,000			
29,500	3,000	4,000	7,000	66,250	42,910		18,530	108,300	37,300		
1,650	810	13,570	2,840	1,110	4,320		8,410	3,110	2,770		
		300,000									
\$ 589,380	\$ 190,060	75,000 \$ 953,920	\$ 316,960	\$ 204,550	\$ 450,700	\$	515,960	\$ 2,208,360	\$ 411,451		
φ 000,000	\$ 100,000				φ			φ Ξ,Ξ00,000	φ,		
		ENTER ST	ATISTICAL, DE	PRECIATION A	ND OTHER DAT	A H	IERE				
Statistical Infor	mation	ENTER ST	ATISTICAL, DE	PRECIATION A	ND OTHER DAT	A H	IERE	LEO Reimbusre	ement		
			Airline	Loading	Total	A H	IERE		ement		
Year	Enplanements	Landed Weight	Airline <u>Operations</u>	<u>Loading</u> Bridge Uses	Total <u>Operations</u>	AH	IERE	LEO Reimbusre \$ 120,000.00	ement		
			Airline	Loading	Total	A H	IERE		ement		
<u>Year</u> 2010	Enplanements	Landed Weight 360,000,000	Airline <u>Operations</u>	<u>Loading</u> Bridge Uses	Total <u>Operations</u>	AH	IERE		ement		
<u>Year</u> 2010	Enplanements 275,000	Landed Weight 360,000,000	Airline <u>Operations</u>	Loading Bridge Uses 7,300	Total <u>Operations</u> 75,000			\$ 120,000.00	ement		
Year 2010 Depreciation (F	Enplanements 275,000 Projected FY201	Landed Weight 360,000,000	Airline <u>Operations</u>	Loading Bridge Uses 7,300	Total <u>Operations</u> 75,000 way, and Groun			\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amo	Enplanements 275,000 Projected FY201	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306)	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Road Gross Deprecia Less: Grant An	Total <u>Operations</u> 75,000 way, and Groun tion nortization	d T	ransportatio 771,964 (252,504)	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amo Less: PFC Amort	Enplanements 275,000 Projected FY201 On portization tization/Credit	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306) (229,682)	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Road Gross Deprecia Less: Grant An	Total <u>Operations</u> 75,000 way, and Groun tion	d T	ransportatio 771,964	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amor Less: PFC Amort Gross Land Amor	Enplanements 275,000 Projected FY201 On ortization tization/Credit rtization	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306) (229,682) 47,801	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Roady Gross Deprecia Less: Grant An Less: PFC Amo	Total Operations 75,000 way, and Groun tion nortization ortization/Credit	d T	ransportatio 771,964 (252,504)	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amo Less: PFC Amort	Enplanements 275,000 Projected FY201 On ortization tization/Credit rtization	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306) (229,682)	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Road Gross Deprecia Less: Grant An	Total Operations 75,000 way, and Groun tion nortization ortization/Credit on Area	d T	ransportatio 771,964 (252,504)	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amor Less: PFC Amort Gross Land Amor Less: PFC Amort Terminal Buildir	Enplanements 275,000 Projected FY201 Dropertization tization/Credit rtization/Credit tization/Credit	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306) (229,682) 47,801 (8,437)	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Roady Gross Deprecia Less: Grant Ar Less: PFC Amo General Aviatio Gross Deprecia Less: Grant Ar	Total Operations 75,000 way, and Groun tion nortization ortization/Credit on Area tion nortization	d T \$	ransportatio 771,964 (252,504) (69,182) 550,634 (354,719)	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amor Less: PFC Amort Gross Land Amor Less: PFC Amort Terminal Buildir Gross Depreciatio	Enplanements 275,000 Projected FY201 On ortization tization/Credit rtization/Credit tization/Credit	Landed Weight 360,000,000 0 \$ 1,301,313 (838,306) (229,682) 47,801 (8,437) \$ 1,820,402	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Roady Gross Deprecia Less: Grant Ar Less: PFC Amo General Aviatio Gross Deprecia Less: Grant Ar	Total Operations 75,000 way, and Groun tion nortization ortization/Credit on Area tion	d T \$	ransportatic 771,964 (252,504) (69,182) 550,634	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amor Less: PFC Amort Gross Land Amor Less: PFC Amort Terminal Buildir Gross Depreciatio Less: Grant Amor	Enplanements 275,000 Projected FY201 Dropertization tization/Credit tization/Credit tization/Credit tization/Credit	Landed Weight 360,000,000 0) \$ 1,301,313 (838,306) (229,682) 47,801 (8,437) \$ 1,820,402 (1,172,703)	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Roady Gross Deprecia Less: Grant Ar Less: PFC Amo General Aviatio Gross Deprecia Less: Grant Ar Less: PFC Amo	Total Operations 75,000 way, and Groun tion nortization ortization/Credit on Area tion nortization	d T \$	ransportatio 771,964 (252,504) (69,182) 550,634 (354,719)	\$ 120,000.00	ement		
Year 2010 Depreciation (F Airfield Area Gross Depreciatio Less: Grant Amor Less: PFC Amort Gross Land Amor Less: PFC Amort Terminal Buildir Gross Depreciatio	Enplanements 275,000 Projected FY201 Dropertization tization/Credit tization/Credit tization/Credit tization/Credit	Landed Weight 360,000,000 0 \$ 1,301,313 (838,306) (229,682) 47,801 (8,437) \$ 1,820,402	Airline <u>Operations</u>	Loading Bridge Uses 7,300 Parking, Roady Gross Deprecia Less: Grant Ar Less: PFC Amo General Aviatio Gross Deprecia Less: Grant Ar	Total Operations 75,000 way, and Groun- tion nortization ortization/Credit on Area tion nortization ortization/Credit	d T \$	ransportatio 771,964 (252,504) (69,182) 550,634 (354,719)	\$ 120,000.00	ement		

Less: PFC Amortization/Credit (15,556)

Debt Service (FY2010)			Capital Outlay Allowance
Debt Service Debt service covergae	\$	-	\$ 100,000.00
Total Requirement	\$	-	
Notes: 1. This amount should be the	total DPS sala	ry and senefits	less the salaries and benefits associated with the DPS Captain, Leutenients, and Officers.



MEMORANDUM

TO: Members of the Airport Authority

FROM: David N. Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION –Consent Agenda Item F

Approval of a Waterline Easement Agreement for the North General Aviation Development Project

BACKGROUND

The Airport Authority has previously approved the installation of a new waterline for the North General Aviation Development Project.

ISSUES

The City of Asheville requires that an easement agreement be executed for the location of the new waterline (see attachment).

ALTERNATIVES

None

FISCAL IMPACT

None

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the proposed easement agreement with the City of Asheville for the waterline location at the North General Aviation Development area; and (2) authorize the Airport Director to execute the necessary documents.

Consent Agenda – Item F



STATE OF NORTH CAROLINA

WATERLINE AGREEMENT

COUNTY OF BUNCOMBE

THIS WATERLINE AGREEMENT is made and entered into this the _____day of _____, 2009 by and between the Asheville Regional Airport Authority (hereinafter referred to as "ARAA"), a municipal authority created pursuant to N.C.G.S. § 160A-462, and the City of Asheville, a municipal corporation organized under the laws of the state of North Carolina (hereinafter referred to as "the City").

WHEREAS, the City of Asheville and County of Buncombe have created the ARAA to manage, develop, operate, regulate and maintain the Asheville Regional Airport as set forth in and Agreement dated November 29, 1979 as amended; and

WHEREAS, the City of Asheville has leased certain property to ARAA as set forth in an Lease dated July 1, 1980 as amended on October 18, 1993, September 12, 1995, February 19, 1996, March 8, 2005 and January 22, 2008; and

WHEREAS, all parties are wishing to extend a public water line to service the fire protection for the fuel farm; and

WHEREAS, the water line extension is depicted in City of Asheville water project, WPFY- <u>08-</u> <u>09-053</u> and a plat on file with the City; and

WHEREAS, the water line is depicted in Plat Book ______, Page _____, in the Buncombe County Register of Deed's Office; and

WHERAS, ARAA is requesting the City's permission to install said water line combined with an easement on the City's property.

NOW THEREFORE, in consideration of the mutual benefits that this Easement Agreement creates in allowing said water line to be installed and providing notice to future lessees and owners of the Property regarding the location of the easement, the City of Asheville hereby grants permission for the installation of the public water line and dedicates a water line easement for 10 feet on each side of the water line for installation and maintenance purposes. The City reserves the right to modify the location of the water line and easement should the need arise. ARAA acknowledge the location of the water line and agree to abide by all City ordinances, rules and regulations regarding said water line.

This the ____ day of _____, 2009.

Asheville Regional Airport Authority

Ву: _

David N. Edwards, Jr., Airport Director

Attest:

Executive Secretary

CITY OF ASHEVILLE

By: _

Gary W. Jackson, City Manager

Attest:

City Clerk

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

I, ______Notary Public of the County and State aforesaid certify that ______personally came before me this day and acknowledged that she is the Executive Secretary of the Asheville Regional Airport Authority, a municipal authority, and that by authority duly given and as the act of the authority the foregoing instrument was signed in its name by its Airport Director and attested by herself as its Executive Secretary.

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

Notary Public My Commission Expires: _____

STATE OF COUNTY OF		
I, certify that	, a Notary Public for said Count , <u>(title)</u>	of
	I thathe as <u>(title)</u>	(<u>title)</u> of
so, executed the foregoing on behalf of Witness my hand and notarial seal th		, 20
	Notary Public My Commission Expires:	

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

I, _______ Notary Public of the County and State aforesaid certify that ______ personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

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

1

Notary Public My Commission Expires: _____



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Deputy Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – Consent Agenda Item G

Approval of Audit Contract with Burleson & Earley, P.A. for Fiscal Year Ending June 2009

BACKGROUND

For the past several years, the Authority Board has contracted with Burleson & Earley, P.A. for the required year-end financial audit. Once again we are presenting a contract for signature by the Chairman for the services of Burleson & Earley, P.A. for the fiscal year ending June 30, 2009. Staff intends to issue a Request for Qualifications during the upcoming fiscal year for audit services since it has been several years from doing so.

ISSUES

None

ALTERNATIVES

The Board could elect to reject the current contract being presented by Burleson & Earley, P.A. and request staff to seek alternate firms to conduct the fiscal year-end audit. Time is of the essence since the LGC has to approve the audit contract and the audit report is due to the County by the end of October.

FISCAL IMPACT

The contract fee for services rendered by Burleson & Earley, P.A. is not to exceed \$13,000. The expense for audit services was anticipated and included in the budget for FY 2010 as presented by Authority Staff and approved by the Board.



ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Agenda Item G Approval of Audit Contract with Burleson & Earley, P.A. for Fiscal Year Ending June 2009 Page 2

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the contract for audit services with Burleson & Earley, P.A. in the amount not to exceed \$13,000, and (2) authorize the Board Chairman to execute the necessary documents.

LGC-205 (Rev. 2009
File in Trinlicate.

CONTRACT TO AUDIT ACCOUNTS

of Asheville Regional Airport Authority

Governmental Unit

On this 15th	_ _{day of} _May	, 2009	Burleson & Earley, P.A.	
Post Office Box 2125, Candler, I	NC 28715		Auditor	-
		Mailing Address		-
			, hereinafter referred to a	as
the Auditor and Board of Directors	3	of Asheville Regional	Airport Authority	

uditor, and Board of Directors of Asheville Regional Airport Authority , hereinafter referred Governing Board Governmental Unit

to as the Governmental Unit, agree as follows:

- 1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1 _______, 2008 _______, and ending July 1 ________. Z009 _______. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental and enterprise fund, and the aggregate remaining fund information (nonmajor government and enterprise funds, the internal service fund type, and the fiduciary fund types).
- 2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with <u>Government Auditing Standards</u> if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. <u>This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LOC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.</u>
- 3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, explain that departure from GAAP in the space below:
- 4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract. The audit will have no scope limitations except:
- 5. If this audit engagement is subject to the standards for audit as defined in <u>Government Auditing Standards</u>, July 2007 revisions, issued by the Comptroller General of the United States, then the Auditor warrants by accepting this engagement that he has met the requirements for a peer review and continuing education as specified in <u>Government Auditing Standards</u>. The Auditor agrees to provide a copy of their most recent peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 21.)
- 6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the LGC by October 31 _________. 2009 _______. If it becomes necessary to amend the due date of the audit a written explanation of the delay must accompany the amended contract.
- 7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's system of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the <u>AICPA Professional Standards</u>. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
- 8. All local government and public authority contracts for annual or special audits, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina require the approval of the Sceretary of the Local Government Commission. <u>Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices should be submitted in triplicate to the Secretary of the Local Government Commission. The original and one copy will be returned to the Auditor. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.</u>
- 9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, <u>the following fee</u> which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit - \$11,800

Preparation of the financial statements - \$1,200

10. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, at least, Management's Discussion and Analysis, the financial statements of the governmental unit and all of its component units and notes thereto prepared in accordance with generally accepted accounting principles, combining and supplementary information requested by the client or required for full disclosure under the law, and the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.

- 11. The Auditor shall file with the Local Government Commission two bound copies of the report of audit. In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission. Two bound copies of the report of audit should be submitted if the audit is performed only under the provisions of the State Single Audit Implementation Act or a financial audit is required to be performed in accordance with Government Auditing Standards. Three bound copies of the audit are to be submitted for Councils of Governments. Two bound copies of the report shall be filed with the Local Government Commission when (or prior to) submitting the invoice for the services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the submited.
- 14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
- 15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and preaudited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted in triplicate to the Secretary of the Local Government Commission for approval. No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.
- 16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
- 17. There are no special provisions except:

See attached engagement letter

- 18. A separate contract <u>should not</u> be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 19. The contract must be executed, pre-audited, signed by all parties and submitted <u>in triplicate</u> to the Secretary of the Local Government Commission. The mailing address is 325 North Salisbury Street, Raleigh, North Carolina 27603-1385. The physical address is 4505 Fair Meadow Lane, Suite 102, Raleigh, North Carolina 27607-6449.
- 20. The contract is a tri-party agreement and is not valid until it is approved by the Local Government Commission. Upon approval, the original contract will be returned to the Governmental Unit, a copy will be forwarded to the Auditor, and a copy retained by the Secretary of the Local Government Commission. The audit should not be started before the contract is approved.
- 21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
- If this audit engagement is not subject to <u>Government Auditing Standards</u>, then Item 5 shall be listed as a deleted provision in Item 23. An explanation must be given for deleting this provision.
- 23. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)

Firm Burleson & Earley, P.A.

Bronwyn S. Burleson CPA Βv

(Please type or paint name) Monumers Built CAA (Signature of Authorized audit firm representative)

_{Date} May 15, 2009

Approved by the Secretary of the Local Government Commission as provided in Article 3, Chapter 159 of the General Statutes or Article 31, Part 3, Chapter 115C of the General Statutes.

For the Secretary, Local Government Commission

(Signature)

Date _

gilatare)

(Please type or print name and title)

(Signature of Mayor/Chairperson of governing board)

Date_

By

By

(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson) Date

(If unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Governmental Unit Finance Officer (Please type or print name)

(Signature)

Date

(Preaudit Certificate must be dated.)

BURLESON & EARLEY, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

May 15, 2009

Asheville Regional Airport Authority 61 Terminal Drive, Suite 1 Fletcher, NC 28732

We are pleased to confirm our understanding of the services we are to provide the Asheville Regional Airport Authority for the year ended June 30, 2009. We will audit the financial statements of the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the Asheville Regional Airport Authority as of and for the year ended June 30, 2009. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Asheville Regional Airport Authority's basic financial statements. As part of our engagement, we will apply certain limited procedures to the Asheville Regional Airport Authority's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officers' Special Separation Allowance Required Supplementary Information Schedule of Funding Progress.
- 3) Law Enforcement Officers' Special Separation Allowance Required Supplementary Information Schedule of Employer Contributions and Notes to the Required Schedules.
- 4) Other Postemployment Benefits Healthcare Required Supplementary Information Schedule of Funding Progress and Employer Contributions.

Supplementary information other than RSI also accompanies the Asheville Regional Airport Authority's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of expenditures of federal awards.
- 1) Schedule of Revenue and expenditures-budget and Actual (Non-GAAP)
- 2) Schedule of Expenditures by Cost Center-Budget and Actual (Non-GAAP)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

POST OFFICE BOX 2125 ♦ CANDLER, NC 28715 THE GROVE ARCADE ♦ ONE PAGE AVENUE, SUITE 205 ♦ ASHEVILLE, NC 28801 TELEPHONE: (828) 251–2846 ♦ FAX: (828) 251–1144 The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the business-type activities, each major fund, and the aggregate remaining fund information of the Asheville Regional Airport Authority and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, including identifying significant vendor relationships in which the vendor has responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on July 1, 2009.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives

section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Asheville Regional Airport Authority's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant

agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Asheville Regional Airport Authority's major programs. The purpose of these procedures will be to express an opinion on the Asheville Regional Airport Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Burleson & Earley, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burleson & Earley, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2009 and to issue our reports no later than October 15, 2009. Bronwyn S. Burleson CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates except that we agree that our gross fee will range from a minimum of \$11,000 to a maximum of \$13,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report and letter of comments, if applicable, will be provided to you at its scheduled completion, which is estimated at June 30, 2009.

We appreciate the opportunity to be of service to the Asheville Regional Airport Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Burleson & Earley, P.A. Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Asheville Regional Airport Authority.

By:	I	
Title:		
Date:		



MEMORANDUM

TO: Members of the Airport Authority

FROM: David N. Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – Consent Agenda Item H

Ratification of Agreements/Purchases Related to the Provision of Air Service Incentives for AirTran Airways

BACKGROUND

The Authority Board has previously directed Staff to proceed ahead with a proposed air service incentive package for AirTran Airways. Staff committed to the Authority Board that once the items proposed in the air service incentive package were finalize that Staff would bring such items back to the Authority Board for ratification.

ISSUES

The following are the final negotiated items and contracts for the provision of air service incentives by the Authority to AirTran Airway:

- 1. Up to \$150,000.00 for marketing and advertising of the new service during the first 12 months of service, with the Authority being responsible for the placement of such advertising.
- 2. Airport related fee waivers for up to 12 months (i.e. landing fees, holdroom fees, baggage claim fees, apron fees, PLB fees, security fees, etc.) for fees specifically associated with the new service.
- 3. Installation of AirIT's shared terminal equipment at landside and airside for passenger processing at a cost of \$149,926.00 (4 positions at the ticket counter and 2 positions at the gate area).



ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Agenda Item H Ratification of Agreements/Purchases Related to the Provision of Air Service Incentives for AirTran Airways Page 2

- 4. An additional \$100,074.00 in other start-up related costs.
- 5. A ground handling and passenger services fee incentive for up to 12 months through a 3rd party ground handling company of 50% of the ground handling fees and charges up to \$400.00 per flight for 3 flights per week.
- 6. If AirTran terminates the new service for any reason prior to the end of 12 months all incentives would cease.

Attached is a letter to AirTran that outlines the above incentives and indicates their concurrence as to the incentives that are being provided.

ALTERNATIVES

None

FISCAL IMPACT

The Authority's total financial commitment to AirTran for all related air service incentive items is \$541,732.00, with \$79,332.00 being related to fee waivers and \$462,400.00 being associated with marketing/advertising, ground handling, and other start-up costs such as the installation of the shared terminal services equipment (AirIT). Incentives such as fee waivers, ground handling, and marketing/advertising would all cease if AirTran were to cease operations. All incentives are valid for up to twelve (12) months from the date the incentive is first initiated.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to ratify (1) the provision of air service incentives as outlined above; and (2) the Airport Director to execute the necessary contracts and documents associated with the provision of such incentives.



May 13, 2009

Mr. John Kirby Director, Strategic Planning and Scheduling AirTran 9955 AirTran Boulevard Orlando, FL 32827

Re: Air Service Incentives for AVL-MCO Service

Dear Mr. Kirby:

The Ashevil & Regional Airport Authority (Authority) is very excited about AirTran beginning non-stop service between AVL and MCO. The Authority truly believes that this service will be extremely successful for AirTran and beneficial for the communities of Western North Carolina.

As outlined in my previous correspondence to you, I wanted to recap the air service incentives being provided to AirTran for the provision of non-stop air service between AVL and MQO:

- 1. Up to \$150,000.00 for marketing and advertising of the new service during the first 12 months of service, with the Authority being responsible for the placement of such advertising.
- 2. Airport related fee waivers for up to 12 months (i.e. landing fees, holdroom fees, baggage claim fees, apron fees, PLB fees, security fees, etc.) for fees specifically associated with the new service.
- 3. Installation of AirIT's shared terminal equipment at landside and airside for passenger processing (4 positions at the ticket counter and 2 positions at the gate area).

61 Terminal Drive, Suite 1, Fletcher, NC 28732 • Phone 828-684-2226 • Fax 828-684-3404

AirTran – Alt Service Incentives May 13, 2009 Page 2 of 2

- 4. A total of up to \$250,000 in start-up costs to include the AirIT shared terminal equipment.
- 5. A ground handling and passenger services fee incentive for up to 12 months through a 3rd party ground handling company of 50% of the ground handling fees and charges up to \$400.00 per flight for 3 flights per week,
- 6. If AilTran terminates the new service for any reason prior to the end of 12 months all incentives would cease.

There is no specific requirement for a written agreement. This letter will serve as the Authority's commitment to provide the incentives outlined above. If you concur that for the air service to be provided the incentives outlined above are acceptable, please acknowledge such by signing this letter below.

Thanks again and we look forward to having AirTran serving Asheville and the other communities of Western North Carolina,

Sincerely,

David N. Edwards, Jr., A.A.E. Airport Director

Lew Bleiweis, Deputy Airport Director, ARAA CC: File

Accepted by

John Kirby, AlrTran

61 Terminal Drive, Suite 1, Fletcher, NC 28732 • Phone 828-684-2226 • Fax 828-684-3404



TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Deputy Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – Consent Agenda Item I

Approval of the North Carolina Association of County Commissioners (NCACC) Insurance Policies

BACKGROUND

For several years, the NCACC has provided the Authority insurance coverage for employee health insurance; workers compensation; general liability insurance, including employment practices, public officials, crime, and law enforcement; and property insurance, including inland marine, and auto. During the time the NCACC pool has provided coverage, the premiums paid by the Authority have been substantially lower than obtaining insurance coverage through conventional insurance brokers. Staff conducted an insurance audit this past spring and confirmed the coverages and premiums provided by the NCACC insurance pool are currently the most advantageous for the Authority.

ISSUES

Because time is of the essence for the renewal process, the Director needs to execute the necessary renewal documents by June 19th to maintain insurance coverage with the NCACC insurance pool for the Authority.

ALTERNATIVES

Staff could contract with a conventional insurance broker and find alternative insurance coverages for additional premiums.



ASHEVILLE REGIONAL AIRPORT AUTHORITY Consent Agenda – Item I Approval of the North Carolina Association of County Commissioners (NCACC) Insurance Policies Page 2

FISCAL IMPACT

The health insurance coverage was original quoted as expiring with a 25% increase. After several negotiating sessions, NCACC has reduced the increase to 10.6% provided the Authority reduce the number of underwriting classes from five to three (those being: employee, employee + one, or family) and increase the individual deductibles from \$500/1000 to \$750/1500. The total premium is \$507,277, with the Authority's portion being \$470,101.

Workers Compensation, Property, Inland Marine, Auto, Crime, Public Officials, Law Enforcement, and Employment Practices liability is being renewed with increases in coverage for lower premiums. While we have significantly increased the insured property values, and the number of employees under Workers Compensation, the overall rates decreased by between 25 and 38%. Total premiums for these lines of liability coverage are \$156,500, a savings of approximately 6% over last year.

The expense for insurance coverage was anticipated and included in the budget for FY 2010 as presented by Authority Staff and approved by the Board.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the renewal of Authority's insurance coverages as outlined above with North Carolina Association of County Commissioners in the amount of \$667,983, and (2) authorize the Airport Director to execute the necessary documents.



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item A

Award of the Construction Contract for the Landside Parking Lot and Terminal Drive Revitalization Project

BACKGROUND

On November 9, 2007, the Authority Board approved a fee and scope with WK Dickson for professional services related to the Concept Planning and Programming Phase for the Asheville Regional Airport Landside Roadways, Access and Parking Lots Improvement Project. Three alternative layouts were presented at the April 11, 2008 Authority Board Meeting. The Authority Board requested further analysis of the project requirements and asked Staff to develop additional alternatives based on Option C. These final revised alternatives were presented to the Authority Board at the August 8, 2008 meeting. The Authority Board provided direction to Staff for the final project design, including elements of pavement rehabilitation in the terminal public parking areas, parking toll plaza expansion, and improvements to the terminal access roadways and general aviation access roadways.

After selecting new consultants, the Authority Board approved a fee and scope on October 10, 2008 with the LPA Group for professional services including project design, construction documents, bidding services and construction phase services.

The design package was completed and the project was publicly advertised for bidding with the bid opening held on May 28, 2009.

ISSUES

Three (3) bids were received on May 28, 2009 (a bid summary is attached). Board approval is required to award the construction contract on this project.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item A Award of the Construction Contract for the Landside Parking Lot and Terminal Drive Revitalization Project Page 2

Based upon the bids received, the recommended action is to award the construction contract to the lowest responsive bidder. Staff will be completing necessary due diligence and background research of the bid documents prior to the June 12, 2009 Authority Board meeting. If additional information requires revising the recommended action, that information and a new recommended action will be presented to the Board at the meeting.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.

FISCAL IMPACT

The final engineer's estimate for this project was \$2,458,025.00. The lowest responsive bid from APAC Atlantic Inc. – Asheville Division totals \$1,614,092.45. Adding a ten (10) percent contingency of \$161,409.25 to the lowest responsive bid totals \$1,775,501.70.

The majority of this project occurs inside the public parking lot and is not eligible for AIP funding and therefore will be funded by Authority Funds.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the construction contract for the Landside Parking Lot and Terminal Drive Revitalization Project to APAC Atlantic Inc. – Asheville Division in the amount of \$1,614,092.45, (2) approve a construction budget of \$1,775,501.70, and (3) authorize the Airport Director to execute the necessary documents.

BID SUMMARY FOR ASHEVILLE REGIONAL AIRPORT PARKING LOT & TERMINAL DRIVE REVITALIZATION

Thursday, May 28, 2009 2:00 PM

CONTRACTOR	LICENSE NUMBER	BID SECURITY	BID AMOUNT	DBE (GOAL=7.4%)	REMARKS
APAC-Atlantic Inc Asheville Div. PO Box 6939 Asheville, NC 28816	12459	~	\$1,614,092.45	10.3%	
Young & McQueen Grading, Co. Inc. 25 Crest View Road Burnsville, NC 28714	27438	✓	\$1,727,727.00	8.2%	
Spur Construction, LLC 2707 Asheville Road Waynesville, NC 28786	67794	✓	\$2,030,993.65		Incorrect bid total was shown on bid form. Correct total is shown here.

This Bid Summary is certified to be true and correct to the best of my knowledge.

Date: 5/29/09

Jeffrey/M. Kirby, P.E., Sr. Principal THE//PA GROUP of North Carolina, p.a.



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item B

Award of the Construction Contract for the Parking Lot Toll Plaza Expansion Project

BACKGROUND

On November 9, 2007, the Authority Board approved a fee and scope with WK Dickson for professional services related to the Concept Planning and Programming Phase for the Asheville Regional Airport Landside Roadways, Access and Parking Lots Improvement Project. Three alternative layouts were presented at the April 11, 2008 Authority Board Meeting. The Authority Board requested further analysis of the project requirements and asked Staff to develop additional alternatives based on Option C. These final revised alternatives were presented to the Authority Board at the August 8, 2008 meeting. The Authority Board provided direction to Staff for the final project design, including elements of pavement rehabilitation in the terminal public parking areas, parking toll plaza expansion, and improvements to the terminal access roadways and general aviation access roadways.

After selecting new consultants, the Authority Board approved a fee and scope on October 10, 2008 with the LPA Group for professional services including project design, construction documents, bidding services and construction phase services.

The design package was completed and the project was publicly advertised for bidding with the bid opening held on May 28, 2009.

ISSUES

Four (4) bids were received on May 28, 2009 (a bid summary is attached). Board approval is required to award the construction contract on this project.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item B Award of the Construction Contract for the Parking Lot Toll Plaza Expansion Project Page 2

On May 28, 2009, Momentum Construction notified Staff that they were withdrawing their bid in accordance with the Instructions to Bidders due to an error in their bid. Based upon the bids received, the recommended action is to award the construction contract to the next lowest responsive bidder. Staff will be completing necessary due diligence and background research of the bid documents prior to the June 12, 2009 Authority Board meeting. If additional information requires revising the recommended action, that information and a new recommended action will be presented to the Board at the meeting.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.

FISCAL IMPACT

The final engineer's estimate for this project was \$599,047.50. The lowest responsive bid from Patton Construction Group totals \$495,840.00.

With a ten (10) percent contingency of \$49,584.00 added to the lowest responsive bid, the total potential construction funding required by ARAA for the Parking Lot Toll Plaza Expansion Project is \$545,424.00.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the construction contract for the Parking Lot Toll Plaza Expansion Project to Patton Construction Group in the amount of \$495,840.00, (2) approve a construction budget of \$545,424.00, and (3) authorize the Airport Director to execute the necessary documents.

BID SUMMARY FOR ASHEVILLE REGIONAL AIRPORT PARKING LOT EXIT TOLL PLAZA EXPANSION

Thursday, May 28, 2009 2:00 PM

CONTRACTOR	LICENSE NUMBER	BID SECURITY	BID AMOUNT	DBE (GOAL=7.4%)	REMARKS
Patton Construction Group, Inc. PO Box 15054 Asheville, NC 28813	66109	~	\$495,840.00	7.4%	
Young and McQueeen Grading, Co. Inc. 25 Crest View Road Burnsville, NC 28714	27438	~	\$574,407.35	6.3%	Incorrect bid total was shown on bid form. Correct total is shown here.
Jones Grading & Fencing, Inc. 704 W. Tremont Charlotte, NC 28203	17987	¥	\$771,357.50	8.0%	Incorrect bid total was shown on bid form. Correct total is shown here.
Momentum Construction Services, LLC PO Box 80538 Simpsonville, SC 29680	53003	~	\$ 385,018.12	No Report	Bid withdrawn.

This Bid Summary is certified to be true and correct to the best of my knowledge.

Date: 5/29/09

Jeffrey W. Kitby, P.E., Sr. Principal THE LPA GROUP of North Carolina, p.a.



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item C

Award of a Construction Contract for the A Gates - Terminal Improvements and Renovation Project

BACKGROUND

At the February 13, 2009 Authority Board meeting, Staff presented five potential airport improvement projects for potential federal stimulus funding. The Authority Board authorized Staff to begin the necessary design work for the projects and to coordinate with the Federal Aviation Administration on securing stimulus funding for each of the projects. At the March 13, 2009 Authority Board meeting, Staff advised the Authority Board that the only project identified by the Federal Aviation Administration as making the list for stimulus funding was the A Gates - Terminal Improvements and Renovation Project. The Asheville Regional Airport was selected to receive \$7.5 million in economic recovery funds under the American Recovery and Reinvestment Act of 2009 for the A Gates - Terminal Improvements are to be completed after the bid opening.

Staff has worked with RS&H to complete the design and bid package for the A Gates -Terminal Improvements and Renovation Project. The project was publicly bid in accordance with North Carolina regulations.

ISSUES

Eight (8) bids were received on June 10, 2009 (a bid summary is attached). Board approval is required to award the equipment purchase and installation contract on this project. Based upon the bids received, the recommended action is to award the contract to the lowest responsive bidder.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item C Award of a Construction Contract for the A Gates - Terminal Improvements and Renovation Project Page 2

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.

FISCAL IMPACT

AVL was originally selected to receive \$7,500,000.00 under the American Recovery and Reinvestment Act of 2009 for the A Gates - Terminal Improvements and Renovation Project. On June 11, 2009, Staff discussed the bid amounts with FAA Staff and has been informed to prepare the grant documents for \$7,629,527.00 in order to award the base bid and alternate #1.

The lowest responsive bid for the base and alternate #1 is from Shelco, Incorporated. The total bid amount for the base bid and alternate #1 is \$5,999,000.00. The project is eligible for 100% funding through ARRA and the airport share is zero (0) dollars.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the contract for the A Gates - Terminal Improvements and Renovation Project to Shelco, Incorporated in the amount of \$5,999,000.00, (2) authorize the Airport Director to execute the necessary documents.

Bid Summary for Asheville Regional Airport Authority - Terminal Renovations A-Gates Project

Wednesday, June 10, 2009 at 2:30PM

Contractor	License#	Bid Security	Base Bid	Alternate 1	Alternate 2	Alternate 3	DBE %	Remarks
Cooper Construction Company, Inc.			<u>Å</u>			<i>64</i> 447 000 00		
PO Box 806, Hendersonville, NC 28793	NC 4763	X	\$6,100,000.00	\$453,000.00	\$1,050,000.00	\$1,447,000.00		Signed
Edison Foard, Incorporated								
PO Box 19888, 3900 Rose Lake Dr,								
Charlotte, NC 28219-0888	NC 1685	Х	\$5,860,000.00	\$345,000.00	\$987,000.00	\$1,110,000.00		Signed
M.B. Kahn Construction Co., Inc./Argo Div.								
116 North Old Standing Springs Road								
Greenville, SC 29605	NC 1425	Х	\$6,010,000.00	\$700,000.00	\$1,200,000.00	\$1,400,000.00		Signed
PCL Construction Services, Inc.								
4944 Parkway Plaza Blvd., Suite 190								
Charlotte, NC 28217	NC 51884	Х	\$6,300,000.00	\$360,000.00	\$680,000.00	\$1,365,000.00		Signed
Southside Constructors, Incorporated								
PO Box 19010, Charlotte, NC 28219	NC 45931	X	\$6,063,200.00	\$462,115.00	\$974,600.00	\$1,534,300.00		Signed
Wilkie Construction Company, Inc.								
PO Box 1410, 2025 Harper Ave., SW								
Lenoir, NC 28645	NC 3238	x	\$6,524,000.00	\$457,744.00	\$1,121,854.00	\$1,234,300.00		Signed
Shelco, Incorporated								
30 Patewood Drive, Suite 151								
Greenville, SC 29615	NC 9515	Х	\$5,699,000.00	\$300,000.00	\$790,000.00	\$1,060,000.00		Signed
Brantley Construction Company, LLC								
291 Plott Drive, Canton, NC 28716	NC 63208	X	\$6,152,000.00	\$440,000.00	\$969,000.00	\$1,257,000.00		Signed

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

Date:

Dennis Iskra, Project Manager

RS&H Architects-Engineering-Plannes, Inc.

Page <u>1</u> of <u>1</u>



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item D

Award of a Contract for the Purchase and Installation of Passenger Boarding Bridges for the A Gates – Terminal Improvements and Renovation Project

BACKGROUND

At the February 13, 2009 Authority Board meeting, Staff presented five potential airport improvement projects for potential federal stimulus funding. The Authority Board authorized Staff to begin the necessary design work for the projects and to coordinate with the Federal Aviation Administration on securing stimulus funding for each of the projects. At the March 13, 2009 Authority Board meeting, Staff advised the Authority Board that the only project identified by the Federal Aviation Administration as making the list for stimulus funding was the A Gates - Terminal Improvements and Renovation Project. The Asheville Regional Airport (AVL) was selected to receive \$7.5 million in economic recovery funds under the American Recovery and Reinvestment Act of 2009 for the A Gates - Terminal Improvements and Renovation Project. Final grant documents are to be completed after the bid opening.

Staff worked with RS&H to complete the design and bid package for the A Gates -Terminal Improvements and Renovation Project. This separate contract award is for the purchase and installation of passenger boarding bridge (PBB) equipment on the A – Gates Project and was publicly bid in accordance with North Carolina regulations.

ISSUES

Two (2) bids were received on June 10, 2009 (a bid summary is attached). Board approval is required to award the equipment purchase and installation contract on this project. Based upon the bids received, the recommended action is to award the contract to the lowest responsive bidder.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item D Award of a Contract for the Purchase and Installation of Passenger Boarding Bridges for the A Gates – Terminal Improvements and Renovation Project Page 2

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.

FISCAL IMPACT

AVL was originally selected to receive \$7,500,000.00 under the American Recovery and Reinvestment Act of 2009 for the A Gates - Terminal Improvements and Renovation Project. On June 11, 2009, Staff discussed the bid amounts with FAA Staff and has been informed to prepare the grant documents for \$7,629,527.00 in order to award the base bid and alternate #1.

The lowest responsive bid varies depending on which project or contracts are awarded. If the base bid and alternate #1 are selected, the lowest responsive bid is from ThyssenKrupp Airport Systems, Inc. and totals \$940,406.00.

The project is eligible for 100% funding through ARRA and the airport share is zero (0) dollars.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the contract for the A Gates - Terminal Improvements and Renovation Project Passenger Boarding Bridge Package to ThyssenKrupp Airport Systems, Inc. in the amount of \$940,406.00, (2) authorize the Airport Director to execute the necessary documents.

Bid Summary for Asheville Regional Airport Authority - Passenger Boarding Bridges Equipment Purchase

Wednesday, June 10, 2009 at 11:00 AM

Contractor	License#	Bid Security	Bid Number 1	Bid Number 2	Bid Number 3	DBE %	Remarks
		_					
Thyssen-Krupp Airport Systems	N/A	x	\$996,542.00	\$940,406.00	\$1,660,546.00	3.40%	Signed
JBT Aerotech, Inc.,	N/A	x	\$991,391.00	\$973,344.00	\$1,594,868.00	9.57%	Signed
The bid summary is certified to be true and com	ect to the bes	st of my knowle	edge.				
	-	Date:	6/11/2009				
Dennis Iskra, Project Manager			[[Page	<u> 1 of </u>	_1

RS&H Architects-Engineering-Plannes, Inc.



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item E

Award of a Contract for the Purchase and Installation of Pre-Conditioned Air and Fixed Ground Power Units

BACKGROUND

The Capital Improvement Plan (CIP) includes the purchase and installation of preconditioned air and fixed ground power units. This project is funded through a combination of the current Passenger Facility Charge (PFC) which is being collected and Airport Authority funds.

Staff worked with RS&H to complete the necessary specification and bid package. The project was bid under the informal method in accordance with North Carolina regulations with the bid opening held on June 8, 2009.

ISSUES

Two (2) bids were received on June 8, 2009 (a bid summary is attached). Board approval is required to award the equipment purchase and installation for this project. The recommended action is to award the contract to the lowest responsive bidder.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item E Award of a Contract for the Purchase and Installation of Pre-Conditioned Air and Fixed Ground Power Units Page 2

FISCAL IMPACT

The lowest responsive bid from INET Airport Systems, Inc. totals \$502,800.00. The professional services contract with RS&H to provide specification and bidding assistance for this project totaled \$8,000.00. By awarding the contract to the lowest responsive bidder, the total project amount committed under contract would be \$510,800.00.

A total of \$516,550.70 of available funding has already been approved for this project. This approved funding is a combination of \$361,500.00 as shown on the current CIP for the pre-conditioned air units and \$155,500.70 of remaining funds from the Regional Boarding Ramp Project balance were planned for the fixed ground power units.

Per Authority policy, we are establishing a ten (10) percent contingency to the lowest responsive bid of \$50,280.00. Although Staff does not anticipate the need to utilize the entire project contingency budget, the total potential equipment purchase and installation phase funding required by ARAA for the Pre-Conditioned Air and Fixed Ground Power is \$561,080.00.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the contract for Purchase and Installation of Pre-Conditioned Air and Fixed Ground Power Units to INET Airport Systems, Inc. in the amount of \$502,800.00, (2) approve a construction budget of \$553,080.00, and (3) authorize the Airport Director to execute the necessary documents.

Bid Summary for Asheville Regional Airport Pre-Conditioned Air & Fixed Ground Power Project

Monday, June 8, 2009 at 2:00PM

Contractor	License#	Bid Security	Bid Amount	DBE %	Remarks
INET Airport Systems, Inc. 4111 North Palm St., Fullerton, CA 92835	CA-720362 Class A	х	\$502,800.00	10	Signed
Aero Bridgeworks Inc. PO Box 4426, Marietta, GA 30061-4426	GA-25874-U	х	\$757,771.00	10	Signed

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

Date:

9/09

Kevin E. Howell, CM, Development Manager Asheville Regional Airport Authority

Page 1 of 1



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item F

Award of a Construction Contract for the Triturator/Aircraft Lavatory Cart Service Facility Project

BACKGROUND

The Capital Improvement Plan (CIP) includes the Triturator/Aircraft Lavatory Cart Service Facility Project. This project is funded through the current Passenger Facility Charge (PFC) which is being collected.

Staff worked with RS&H to complete the necessary design and bid package. The project was bid under the informal method in accordance with North Carolina regulations with the bid opening held on June 8, 2009.

ISSUES

Three (3) bids were received on June 8, 2009 (a bid summary is attached). Board approval is required to award the construction contract on this project.

The recommended action is to award the construction contract to the lowest responsive bidder. Staff will be completing necessary due diligence and background research of the bid documents prior to the June 12, 2009 Authority Board meeting. If additional information requires revising the recommended action, that information and a new recommended action will be presented to the Board at the meeting.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item F Award of a Construction Contract for the Triturator/Aircraft Lavatory Cart Service Facility Project Page 2

FISCAL IMPACT

The final engineer's estimate for this project was \$253,609. The lowest responsive bid from Perry Bartsch Jr. Construction Company totals \$198,800.00.

The current CIP lists the Triturator Facility Project funded at \$240,700 through PFC funds which are already being collected. The professional services contract with RS&H to provide design, bidding and construction administration services for this project totals \$48,147.00. By awarding the contract to the lowest responsive bidder, the total project amount under contract would be \$246,947.00, which is \$6,247.00 over the CIP budgeted amount.

With a ten (10) percent contingency of \$19,880.00 added to the lowest responsive bid, the total potential construction phase funding required by ARAA for the Triturator Facility Project is \$218,680.00. If the entire contingency is required for this project the amount over the CIP budget could total \$26,127.00. The PFC application could be amended to cover the overage or the Airport Authority could decide to cover the difference.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the construction contract for the Triturator Facility Project to Perry Bartsch Jr. Construction Company in the amount of \$198,800, (2) approve a construction budget of \$218,680.00, and (3) authorize the Airport Director to execute the necessary documents.

Bid Summary for Asheville Regional Airport - Triturator Facility Project

Monday, June 8, 2009 at 3:00PM

Contractor Perry Bartsch Jr. Construction	License# NC38679	Bid Security X	Bid Amount DBE % \$198,800.00	Remarks Signed
Patton Construction Group Inc.	NC66109	Х	\$227,260.00	Signed
H&M Constructors	NC1245	х	\$238,700.00	Signed

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

Kevin E. Howell, CM, Development Manager Asheville Regional Airport Authority

Date:

6/8/09

Page 1 of 1



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item G

Award of the Construction Contract for the Wright Brothers Way – General Aviation Access Road Improvements Project

BACKGROUND

On November 9, 2007, the Authority Board approved a fee and scope with WK Dickson for professional services related to the Concept Planning and Programming Phase for the Asheville Regional Airport Landside Roadways, Access and Parking Lots Improvement Project. Alternative layouts were presented at the April 11, 2008 Authority Board Meeting. The Authority Board requested additional analysis of the project requirements and asked Staff to further develop the alternatives. These final revised alternatives were presented to the Authority Board at the August 8, 2008 meeting. The Authority Board provided direction to Staff for the final project design, including elements of pavement rehabilitation in the terminal public parking areas, parking toll plaza expansion, and improvements to the terminal access roadway and general aviation access roadways.

After selecting new consultants, the Authority Board approved a fee and scope on October 10, 2008 with the LPA Group for professional services including project design, construction documents, bidding services and construction phase services for all three project components.

The design package was completed and the project was publicly advertised for bidding with the bid opening held on May 28, 2009.

New Business – Item G



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item G Award of the Construction Contract for the Wright Brothers Way – General Aviation Access Road Improvements Project Page 2

ISSUES

Five (5) bids were received on May 28, 2009 (a bid summary is attached). Board approval is required to award the construction contract on this project.

Based upon the bids received, the recommended action is to award the construction contract to the lowest responsive bidder. Staff will be completing necessary due diligence and background research of the bid documents prior to the June 12, 2009 Authority Board meeting. If additional information requires revising the recommended action, that information and a new recommended action will be presented to the Board at the meeting.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.

FISCAL IMPACT

The final engineer's estimate for this project was \$2,524,265.00. The lowest responsive bid from Moore and Son Site Construction totals \$1,700,922.00. An additional allowance in the amount of \$180,000.00 is budgeted for utility relocation expenses. Adding a ten (10) percent contingency of \$188,092.20 to the combined contract and allowance amounts totals \$2,069,014.20 of possible construction costs.

This project is eligible for 95% funding through AIP entitlement funds. AIP #36, which totals \$2,695,000.00, will be utilized to fund 95% of the Wright Brothers Way Improvements Project. The total ARAA potential share for this project is \$103,450.71.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve awarding the construction contract for the Wright Brothers Way – General Aviation Access Road Improvements Project to Moore and Son Site Contractors, Inc. in the amount of \$1,700,922.00, (2) approve a construction budget of \$2,069,014.20, and (3) authorize the Airport Director to execute the necessary documents.

BID SUMMARY FOR ASHEVILLE REGIONAL AIRPORT WRIGHT BROTHERS WAY IMPROVEMENTS

CONTRACTOR	LICENSE NUMBER	BID SECURITY	BID AMOUNT	DBE (GOAL=7.4%)	REMARKS
Moore & Son Site Contractors, Inc. 103 McDowell Road Mills River, NC 28759	59507	✓	\$1,700,922.00	7.43%	Incorrect bid total was shown on bid form. Correct total is shown here.
Tennoca Construction Co. 1575 Smoky Park Highway PO Box 2379 Candler, NC 28715	8402	✓	\$1,825,740.20	7.4%	Incorrect bid total was shown on bid form. Correct total is shown here.
Spur Construction, LLC 2707 Asheville Road Waynesville, NC 28786	67794	✓	\$1,872,806.00	3.86%	
DPI Construction, Inc. 39 Loop Road PO Box 280 Arden, NC 28704	61175	✓	\$1,968,047.15	7.4%	Incorrect bid total was shown on bid form. Correct total is shown here.
MacKenzie Company, NC 26 Old Charlotte Hwy. Asheville, NC 28803	61970	1	\$2,298,999.90	2.4%	

This Bid Summary is certified to be true and correct to the best of my knowledge. Date: 5/29/09

Jeffrey M. Kirby, P.E., Sr. Principal THELPA GROUP of North Carolina, p.a.

Bid Summary, 5/29/2009



TO: Members of the Airport Authority

FROM: D. David Nantz, Director of Operations and Maintenance

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item H

Award of a Construction Contract for the Second Phase of the Reroofing and Repairs Project

BACKGROUND

In 2005 the Board authorized a Roof Asset Management Plan (RAMP), which assessed the condition of the roof and developed a phased implementation for repairs and replacement. The first phase of the plan was completed at a cost of approximately \$750,000. The second phase of the plan, consisting of areas 11, 12, 14, and 22, was deferred from last year and is estimated to cost approximately \$500,000. It was the consensus of the Board during the February 13, 2009 meeting that staff should move forward with obtaining public bids for Phase 2 of the project.

Staff worked with Shepard and Associates, LLC to complete the design and bid package for Phase 2 of the Reroofing and Repairs Project. The project was put out for public bid in accordance with North Carolina regulations. During the coordination of the "A" Gates Project, staff determined that it would be better to remove areas 6, 7, and 8 above the "A" Gate renovation sections.

ISSUES

The project was advertised and eight (8) bids were received on June 9, 2009 (bid tabulation attached). The bids submitted did not meet the DBE goal for this project, which was 10%. However, the required backup information for good faith effort was supplied by the lowest bidder.

New Business – Item H



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item H Award of a Construction Contract for the Second Phase of the Reroofing and Repairs Project Page 2

ALTERNATIVES

None

FISCAL IMPACT

The budget amount for this project was \$478,166.00 and included professional services in the amount of \$26,555.00. If the base bid is awarded to the lowest responsive bidder, the total project cost is \$173,750.00, which is \$304,416.00 under the budget amount. Staff agrees with the recommendation of Shepard & Associates, LLC that the Authority should give consideration to maintaining an amount equal to approximately 5% of the contract price (approximately \$7,375.00) in the project capital budget to cover any unforeseen project conditions.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the award of the construction contract on the Terminal Re-Roof and Repair Project to Cityscape Roofing, Inc. in the amount of \$147,195.00; and (2) authorize an amount of \$7,375.00 for any unforeseen conditions, and (3) authorize the Airport Director to execute the necessary documents.



Shepard & Associates, LLC

3547 Dreher Shoals Road, Suite 4, Irmo, SC 29063 / Phone (803) 407-8284 / Fax (803) 407-826

June 10, 2009 PF 9001.001.004

Mr. David Nantz Coordinator of Facilities Ashville Regional Airport Authority 61 Terminal Drive Fletcher, NC 28732

Subject: Asheville Regional Airport Reroofing and Repairs Project Bid Opening Conference

Dear Mr. Nantz:

Reference the June 9, 2009 2:00 PM Bid Opening for the above subject project, we are writing to make recommendation for the award of a construction contract and to enclose a certified Bid Tabulation Summary of the bids received.

The bids were read publicly in the second floor board conference room of Asheville Regional Airport at 61 Terminal Drive, Fletcher, NC 28732 and the apparent lowest responsive bidder is CityScape Roofing Inc. Given our understanding of the project budget we recommend an award of the BASE BID in the amount of \$147,195.00. We have contacted CityScape Roofing Inc. and they have confirmed that there are no irregularities in their bid. Shepard & Associates, LLC knows of no reason why a contract should not be awarded to this firm.

Shepard & Associates, LLC recommends the Authority give consideration to maintaining an amount equal to approximately 5% of the contract price (approximately \$7375) in the budget to cover any unforeseen project conditions until project completion.

If you should have any questions, please do not hesitate to contact me.

Respect ally, Shepard & A ount Shepard III, AIA Principal

WBS: rcp Enclosure: Bid Tabulation Summary

BID TABULATION SHEET

PF 9001.001.004 PROJECT: Asheville Regional Airport Reroofing and Repairs Project CLIENT: Asheville Regional Airport Authority

DATE: June 9, 2009 TIME: 2:00 PM PLACE: 2nd Floor Board Conference Room Asheville Regional Airport

	CONTRACTOR	BASE BID	BID BOND	DBE POLICY	ADDENDUM		UNIT PRICES	State States
No.	NAME, ADDRESS, & LICENSE NO.			FORM	No.1	No. 1	No. 2	No. 3
1	Cannon Roofing 327 Kennedy Street Spartanburg, SC 29304	\$192,600	x	х	х	\$4.00	\$1.00	\$8.00
2	C.E. Bourne & Co., Inc. P.O Box 614 Greenwood, SC 29648	\$159,950	x	х	x	\$3.50	\$2.50	\$2.50
3	Cityscape Roofing 4260 East Highway 70 Claremont, NC 28610	\$147,195	x	x	x	\$3.50	\$3.50	\$6.25
4	Custom Elements 118 Little Fox Lane Fletcher, NC 28732	No Bid						
5	J.A. Piper Roofing 209 Commerce Drive Greenville, SC 29611	\$184,821	x	х	x	\$7.00	\$8.00	\$12.0
6	Lloyd Roofing Co., Inc. 2415 Montague Avenue Greenwood, SC 29649	No Bid						
7	Pickens Roofing & Sheet Metal Inc. P.O Box 2508 Spartanburg, SC 29304	\$165,000	x	х	х	\$6.00	\$4.00	\$8.00
8	Roof-Tek Inc. 4422 Lucy Shortcut Road Marshville, NC 28143	\$161,500	x	х	x	\$5.00	\$2.00	\$8.00
9	Service One P.O. Box 940 Fletcher, NC 28752	\$215,408	x		x	\$3.00	\$1.35	\$5.62
10	T.R. Driscoll Inc. 4075 Haywood Road Horseshoe, NC 28742	\$158,800	x	х	х	\$4.00	\$1.50	\$10.00

1.	Wood Blocking	Board Ft.
-	-	

- 2. Gypsum Board Sq. Ft. 3.
- Metal Deck Sq. Ft.

Wm. Blount Shepard JI, AIA I CERTIFY THIS TO BE AN ACCURATE TABULATION OF THE BIDS RECEIVED FOR THIS PROJECT.

Page 1 of 1



TO: Members of the Airport Authority

FROM: Kevin E. Howell, Development Manager

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item I

Award of a Construction Contract for the General Aviation Aprons Expansion and Connector Taxiway Project

BACKGROUND

The General Aviation Aprons Expansion and Connector Taxiway Project was approved at the February 13, 2009 Board meeting as a potential stimulus project. At the February 27, 2009 Board retreat meeting, it was discussed that the project was not selected for the first round of stimulus funding. However, the Board approved Staff to continue with the design phase and have the project prepared for a potential second round of stimulus funding or potential year end AIP discretionary funding.

Staff has worked with AVCON, Inc to complete the necessary design and bid package. The design package was completed and the project was publicly advertised for bidding with the bid opening held on June 9, 2009.

ISSUES

Three (3) bids were received on June 9, 2009 (a bid summary is attached). Board approval is required to award the construction contract on this project.

ALTERNATIVES

The Authority Board could elect to not award the contract at this time if so desired.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item I Award of a Construction Contract for the General Aviation Aprons Expansion and Connector Taxiway Project Page 2

FISCAL IMPACT

There are five (5) different bid schedules for this project. The lowest responsive bid for all five (5) bid schedules is from Young & McQueen Grading Company, Inc. A summary of the low bid schedules is listed below.

- Bid Schedule #1 \$1,541,281.28
- Bid Schedule #2 \$544,761.56
- Bid Schedule #3 \$182,391.00
- Bid Schedule #4 (concrete option of Bid Schedule #1) \$2,022,396.28 (bituminous base) \$2,091,246.28 (cement treated base)
- Bid Schedule #5 (concrete option of Bid Schedule #2) \$745,999.68(bituminous base) \$761,299.68 (cement treated base)

The fiscal impact of this project depends on the type of funding secured for the project. If stimulus funding is secured from the FAA the project would be 100% funded by the FAA through the American Recovery and Reinvestment Act of 2009 (ARRA). An alternate source of funding is through yearend FAA AIP discretionary funding. If yearend AIP funding is secured, the FAA share would total 95% and the Airport Authority share would be 5% of the total construction costs.

Expected release of additional ARRA funds will be after June 17, 2009. Decisions for yearend funding usually occur prior to September. Staff will continue to work with the FAA to secure the maximum level of available funds for AVL. To enable the Staff to move swiftly if funds become available, the Board is respectfully requested to provide prior approval to award a contract based upon the amount of funds awarded and the bid schedule that best utilizes the funding.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item I Award of a Construction Contract for the General Aviation Aprons Expansion and Connector Taxiway Project Page 3

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) pending the award and securing of FAA funding through either ARRA or yearend AIP discretionary programs approve awarding the construction contract for the General Aviation Aprons Expansion and Connector Taxiway Project to Young & McQueen Grading and Company, Inc., (2) authorize the Airport Director to execute the necessary documents.

ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009

Bid Schedule No.1 - Connector Taxiway and Apron A (Bituminous Pavement)

		Bid Schedule No.1 - Connector Taxiway and Apron				r & Murphy	Te	nnoca	Young &	& McQueen				· · · · · · · · · · · · · · · · · · ·
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	01000	Mobilization		LS	\$75,000.00	\$75,000.00		\$150,000.00		\$103,650.00		\$0.00		\$0.0
2	1001	Allowance for Contractor Relocation of FAA NAVAIDS	Allowance		\$100.000.00	\$100,000.00		\$100,000.00		\$100,000.00	\$100,000.00	\$100.000.00	\$100.000.00	\$100,000.0
3	S-110	Engineer's Field Office	Allowance	LS	\$21,000.00	\$21,000.00		\$15,000.00		\$5,000.00	¥100,000.00	\$0.00	\$100,000.00	\$0.0
4	S-140	× ×	2.000				ł							
		Remove Asphalt Pavement	3,300	1	\$3.75	\$12,375.00		\$19,800.00		\$5,973.00		\$0.00		\$0.0
5	S-140	Remove Miscellaneous Drainage System Items	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00		\$1,400.00		\$0.00		\$0.0
6	S-140	Remove Miscellaneous Structures	1	LS	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00		\$1.00		\$0.00		\$0.0
7	S-140	Remove Taxiway lights and Related Cable, Items	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		\$800.00		\$0.00		\$0.0
8	P-152	Unclassified Excavation	36,000	CY	\$6.70	\$241,200.00	\$10.00	\$360,000.00	\$3.06	\$110,160.00		\$0.00		\$0.0
9	P-152	Rock Excavation	400	CY	\$35.00	\$14,000.00	\$40.00	\$16,000.00	\$25.00	\$10,000.00		\$0.00		\$0.00
10	P-153	Controlled Low Strength Material (CLSM)	50	CY	\$200.00	\$10,000.00	\$250.00	\$12,500.00	\$100.00	\$5,000.00		\$0.00		\$0.00
11	P-156	Temporary Seeding, Mulching and Fertilizing	16	Acre	\$1,210.00	\$19,360.00	\$1,800.00	\$28,800.00	\$1,250.00	\$20,000.00		\$0.00		\$0.00
12	P-156	Temporary Diversion Ditches	2,600	LF	\$3.00	\$7,800.00	\$3.00	\$7,800.00	\$1.50	\$3,900.00		\$0.00		\$0.00
_13	P-156	Silt Fence	2,100	LF	\$2.20	\$4,620.00	\$3.00	\$6,300.00	\$3.50	\$7,350.00		\$0.00		\$0.00
14	P-156	Permanent Check Dams	2	Each	\$500.00	\$1,000.00	\$150.00	\$300.00	\$300.00	\$600.00		\$0.00		\$0.00
15	P-156	Temporary Gravel Construction Entrance	1	Each	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00		\$0.00		\$0.00
16	P-156	Temporary Sediment Trap	5	Each	\$1,800.00	\$9,000.00	\$1,600.00	\$8,000.00	\$4,400.00	\$22,000.00		\$0.00		\$0.00
17	P-156	Rip Rap - Class B	50	Ton	\$45.00	\$2,250.00	\$50.00	\$2,500.00	\$35.00	\$1,750.00		\$0.00		\$0.00
18	P-156	Rip Rap - Class 1	220	Ton	\$47.00	\$10,340.00	\$50.00	\$11,000.00	\$30.00	\$6,600.00		\$0.00		\$0.00
19	P-156	No. 57 Stone	20	Ton	\$32.00	\$640.00	\$40.00	\$800.00	\$30.00	\$600.00		\$0.00		\$0.00
20	P-156	Filter Fabric, Mirafi 500, or Approved Equal	. 220	SY	\$3.00	\$660.00	\$3.00	\$660.00	\$1.50	\$330.00		\$0.00		\$0.00
21	P-156	Erosion Control Matting, North American Green C125BN, or Approved Equal	76,000	SY	\$2.20	\$167,200.00	\$2.25	\$171,000.00	\$1.30	\$98,800.00		\$0.00		\$0.00
22	P-156	18" Temporary Slope Drains	200	LF	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$14.50	\$2,900.00		\$0.00		\$0.00
23		Rock Doughnut Inlet Protection	. 0	Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
24	P-156	Temporary Drop Inlet Protection	14	Each	\$200.00	\$2,800.00	\$100.00	\$1,400.00	\$110.00	\$1,540.00		\$0.00		\$0.00
25			4	Each	\$400.00	\$1,600.00	\$100.00	\$400.00		\$520.00	<u> </u>	\$0.00		\$0.00
		Temporary Silt Sack Inlet Protection	4							\$57,965.00		\$0.00		\$0.00
26		Permanent Dry Detention Pond	1		\$26,100.00	\$26,100.00	\$20,000.00	\$20,000.00	\$57,965.00					
27	P-156	Temporary Sediment Basin	1	Each	\$16,985.00	\$16,985.00	\$7,500.00	\$7,500.00	\$17,275.00	\$17,275.00		\$0.00		\$0.00
28		Fabric for Soil Stabilization, Type 4	1,000	SY	\$4.00	\$4,000.00	\$3.00	\$3,000.00	\$1.50	\$1,500.00		\$0.00		\$0.00
29		Aggregate Base Course	70	CY	\$90.00	\$6,300.00	\$55.00	\$3,850.00	\$45.00	\$3,150.00		\$0.00		\$0.00
_30	NCDOT-610	Asphalt Concrete Plant Mix Pavements (S 9.5B)	60	Ton	\$102.00	\$6,120.00	\$105.00	\$6,300.00	\$100.00	\$6,000.00		\$0.00		\$0.00
31	P-209	Crushed Aggregate Base Course	3,500	CY	\$67.00	\$234,500.00	\$55.00	\$192,500:00	\$49.00	\$171,500.00		\$0.00		\$0.00
32	P-401	Bituminous Surface Course	2,000	Ton	\$96.00	\$192,000.00	\$100.00	\$200,000.00	\$72.50	\$145,000.00		\$0.00		\$0.00
33	P-403	Bituminous Base Course	3,900	Ton	\$89.00	\$347,100.00	\$90.00	\$351,000.00	\$67.50	\$263,250.00		\$0.00		\$0.00
		subtotal				\$1,546,450.00		\$1,710,910.00		\$1,177,214.00		\$100,000.00		\$100,000.00
		B3a Thereby certify that the above is a true and correct summary				Mucha	VA. Da							

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Muchael A. Darcangelo Michael A. Darcangelo, P.E. June 10, 2009 indicates error in extended item amount or total bid amount

ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009

Bid Schedule No.1 - Connector Taxiway and Apron A (Bituminous Pavement)

		Bid Schedule No.1 - Connector Taxiway and Apron				r & Murphy	Te	nnoca	Young &	& McQueen				
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL		EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34	P-501	Portland Cement Conrete Pavement, 12-inch Thick	0	SY	\$66.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
35	P-602	Bituminous Prime Coat	5,300	Gal.	\$3.15	\$16,695.00	\$3.20	\$16,960.00	\$3.00	\$15,900.00		\$0.00		\$0.00
36	P-603	Bituminous Tack Coat	20	Gal.	\$40.00	\$800.00	\$2.00	\$40.00	\$3.00	\$60.00		\$0.00		\$0.00
37	P-620	Taxiway/Apron Painting, Yellow (Temporary w/o glass beads)	1,025	SF	\$1.10	\$1,127.50	\$1.50	\$1,537.50	\$1.05	\$1,076.25		\$0.00		\$0.00
38	P-620	Taxiway/Apron Painting, Yellow (Permanent w/glass beads)	1,025	SF	\$1.50	\$1,537.50	\$2.00	\$2,050.00	. \$1.05	\$1,076.25		\$0.00		\$0.00
39	P-620	Taxiway/Apron Painting, Black (Temporary)	1,650	SF	\$1.00	\$1,650.00	\$1.50	\$2,475.00	\$1.05	\$1,732.50		\$0.00		\$0.00
40	P-620	Taxiway/Apron Painting, Black (Permanent)	1,650	SF	\$1.50	\$2,475.00	\$2.00	\$3,300.00	\$1.05	\$1,732.50	-	\$0.00		\$0.00
41	D-701	12 Inch RCP, Class V	80	LF	\$50.00	\$4,000.00	\$45.00	\$3,600.00	\$24.50	\$1,960.00		\$0.00		\$0.00
42	D-701	24 Inch RCP, Class V	0	LF	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
43	D-701	27 Inch RCP, Class V	0	LF	\$125.00	\$0.00	. \$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
44	D-701	42 Inch RCP, Class V	720	۱F	\$186.00	\$133,920.00	\$180.00	\$129,600.00	\$102.50	\$73,800.00		\$0.00		\$0.00
45	D-701	48 Inch RCP, Class V	420	LF	\$228.00	\$95,760.00	\$250.00	\$105,000.00	\$125.00	\$52,500.00		\$0.00		\$0.00
46	D-751	NCDOT 4-foot Diameter Manhole, Section 840	1	Each	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$2,002.28	\$2,002.28		\$0.00		\$0.00
47	D-751	NCDOT 6-foot Diameter Manhole, Section 841	1	Each	\$5,340.00	\$5,340.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00		\$0.00		\$0.00
48	D-751	Airfield Rated Drop Inlet, Single Grate	2	Each	\$12,000.00	\$24,000.00	\$13,500.00	\$27,000.00	\$13,000.00	\$26,000.00		\$0.00		\$0.00
49	D-751	Airfield Rated Drop Inlet, Double Grate	2	Each	\$13,000.00	\$26,000.00	\$14,500.00	\$29,000.00	\$14,000.00	\$28,000.00		\$0.00	·	\$0.00
50	D-751	Adjust Existing Drainage Structure Frame and Grate	3	Each	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00		\$0.00		\$0.00
51	D-752	NCDOT Concrete Headwall for 48" RCP, Section 838	1	Each	\$1,750.00	\$1,750.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00		\$0.00		\$0.00
52	T-901	Seeding	16	Acre	\$880.00	\$14,080.00	\$1,350.00	\$21,600.00	\$900.00	\$14,400.00		\$0.00		\$0.00
53	T-908	Mulching	16	Acre	\$550.00	\$8,800.00	\$525.00	- \$8,400.00	\$550.00	\$8,800.00		\$0.00		\$0.00
54	L-108	Cable Trench	1,350	LF	\$2.35	\$3,172.50	\$2.50	\$3,375.00	\$2.40	\$3,240.00		\$0.00		\$0.00
55	L-108	Cable, 1/c #8 5kv, L-124-C, in Trench	500	LF	\$1.10	\$550.00	\$0.80	\$400.00	\$0.80	\$400.00		\$0.00		\$0.00
56		Cable, 1/c #8 5kv, L-124-C, in Duct or Conduit	3,900	LF	\$1.10	\$4,290.00	\$1.40	\$5,460.00	\$1.40	\$5,460.00		\$0.00	-	\$0.00
57	L-108	#6 Bare Counterpoise Wire, Installed in Trench (including ground rods and ground connectors)	4,250	LF	\$1.00	\$4,250.00	\$1.10	\$4,675.00	\$1.15	\$4,887.50		\$0.00		\$0.00
58		#6 Bare Counterpoise Wire, Installed in Duct or Conduit (including ground rods and ground connectors)	500	LF	\$1.00	\$500.00	\$0.70	\$350.00	\$0.70	\$350.00		\$0.00		\$0.00
59	L-110	2* PVC Conduit, Sch. 40, in Trench	2,550	L.F	\$3.85	\$9,817.50	\$1.50	\$3,825.00	\$1.50	\$3,825.00		\$0.00		\$0.00
60	L-110	1 Way 4-Inch Split Duct Bank, Concrete Encased	200	LF	\$32.00	\$6,400.00	\$24.00	\$4,800.00	\$24.00	\$4,800.00		\$0.00		\$0.00
61	L-110	4 Way 4-Inch Concrete Encased Duct Bank	140	LF	\$40.00	\$5,600.00	\$36.00	\$5,040.00	\$36.00	\$5,040.00		\$0.00		\$0.00
62	L-110 4	4 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	150	LF	\$33.00	\$4,950.00	\$28.00	\$4,200.00	\$28.50	\$4,275.00		\$0.00		\$0.00
63	L-110 (6 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	100	LF	\$41.00	\$4,100.00	\$34.00	\$3,400.00	\$34.00	\$3,400.00		\$0.00		\$0.00
64	L-115	Type A1 Electric Handhole	7	Each	\$3,975.00	\$27,825.00	\$6,195.00	\$43,365.00	\$6,200.00	\$43,400.00		\$0.00		\$0.00
65	L-125 I	861T Taxiway Edge Lights, Base Mounted	24	Each	\$910.00	\$21,840.00	\$1,020.00	\$24,480.00	\$1,000.00	\$24,000.00		\$0.00		\$0.00
66	L-125 I	858L Taxiway Sign, 3 Panel, One-Sided	2	Each	\$5,195.00	\$10,390.00	\$6,090.00	\$12,180.00	\$6,100.00	\$12,200.00		\$0.00		\$0.00
67	L-125 L	858Y Taxiway Sign, 3 Panel, Double-Sided	1	Each	\$5,300.00	\$5,300.00	\$6,405.00	\$6,405.00	\$6,500.00	\$6,500.00		\$0.00		\$0.00
		Total Bid				\$2,000,470.00		\$2,197,427.50		\$1,541,281.28		\$100,000.00		\$100,000.00
		B3b				AL. C. O								

B3b Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Muchael A. Darcangele Michael A. Darcangelo, P.E. June 10, 2009 June 10, 2009

ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009

Bid Schedule No.2 - Apron B (Bituminous Pavement)

		-			Taylo	r & Murphy	Tei	nnoca	Young 8	McQueen				
NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	01000	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$45,575.00	\$45,575.00		\$0.00		\$0.0
2	1001	Allowance for Contractor Relocation of FAA NAVAIDS Electric Box	Allowance	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
3	S-110	Engineer's Field Office	0	LS	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
4	S-140	Remove Asphalt Pavement	2,000	SY	\$3.75	\$7,500.00	\$6.00	\$12,000.00	\$2.14	\$4,280.00		\$0.00		\$0.0
5	S-140	Remove Miscellaneous Drainage System Items	1	LS	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,400.00	\$1,400.00		\$0.00		\$0.0
6	S-140	Remove Miscellaneous Structures	o	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
7	S-140	Remove Taxiway lights and Related Cable, Items	0	LS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
8	P-152	Unclassified Excavation	1,200	СҮ	\$6.70	\$8,040.00	\$30.00	\$36,000.00	\$6.16	\$7,392.00		\$0.00		\$0.0
9	P-152	Rock Excavation	50	СҮ	\$35.00	\$1,750.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00		\$0.00		\$0.0
10	P-153	Controlled Low Strength Material (CLSM)	0	СҮ	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
11	P-156	Temporary Seeding, Mulching and Fertilizing	0.5	Acre	\$1,210.00	\$605.00	\$2,000.00	\$1,000.00	\$1,200.00	\$600.00	:	\$0.00		\$0.0
12	P-156	Temporary Diversion Ditches	150	LF	\$3.00	\$450.00	\$3.00	\$450.00	\$1.50	\$225.00		\$0.00		\$0.0
13	P-156	Silt Fence	500	LF	\$2.20	\$1,100.00	\$4.00	\$2,000.00	\$2.00	\$1,000.00		\$0.00		\$0.0
14	P-156	Permanent Check Dams	0	Each	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
15	P-156	Temporary Gravel Construction Entrance	1	Each	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,350.00	\$1,350.00		\$0.00		\$0.0
16	P-156	Temporary Sediment Trap	1	Each	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00	\$2,840.00	\$2,840.00		\$0.00		\$0.0
17	P-156	*Rip Rap - Class B	10	Ton	\$45.00	\$450.00	\$ 60.00	\$600.00	\$35.00	\$350.00		\$0.00		\$0.0
18	P-156	Rip Rap - Class 1	0	Ton	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
19	P-156	No. 57 Stone	0	Ton	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
20	P-156	*Filter Fabric, Mirafi 500, or Approved Equal	30	SY	\$3.00	\$90.00	\$5.00	\$150.00	\$1.50	\$45.00		\$0.00		\$0.0
21		Erosion Control Matting, North American Green C125BN, or Approved Equal	1, 1 00	SY	\$2.20	\$2,420.00	\$2.50	\$2,750.00	\$1.30	\$1,430.00		\$0.00		\$0.0
22	P-156	18" Temporary Slope Drains	0	۲Ŀ	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
23	P-156	Rock Doughnut Inlet Protection	o	Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	•	\$0.0
24	P-156	Temporary Drop Inlet Protection	14	Each	\$200.00	\$2,800.00	\$100.00	\$1,400.00	\$110.00	\$1,540.00		\$0.00		\$0.0
25	P-156	Temporary Silt Sack Inlet Protection	3	Each	\$400.00	\$1,200.00	\$100.00	\$300.00	\$130.00	\$390.00		\$0.00		\$0.0
26	P-156	Permanent Dry Detention Pond	1	LS	\$26,100.00	\$26,100.00	\$20,000.00	\$20,000.00	\$57,965.00	\$57,965.00		\$0.00		\$0.00
27	P-156	Temporary Sediment Basin	1	Each	\$16,985.00	\$16,985.00	\$7,500.00	\$7,500.00	\$16,300.00	\$16,300.00		\$0.00		\$0.00
28	NCDOT-270	Fabric for Soil Stabilization, Type 4	1,000	SY	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$1.50	\$1,500.00		\$0.00		\$0.00
29	NCDOT-520	Aggregate Base Course	0	сү	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
30	NCDOT-610	Asphalt Concrete Plant Mix Pavements (S 9.5B)	0	Ton	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
31	P-209	Crushed Aggregate Base Course	2,000	CY	\$67.00	\$134,000.00	\$55.00	\$110,000.00	\$49.00	\$98,000.00		\$0.00		\$0.00
32	P-401	Bituminous Surface Course	1,125	Ton	\$96.00	\$108,000.00	\$110.00	\$123,750.00	\$70.00	\$78,750.00		\$0.00		\$0.00
33	P-403	Bituminous Base Course	2,200	Ton	\$90.00	\$198,000.00	\$100.00	\$220,000.00	\$65.00	\$143,000.00		\$0.00		\$0.00
		subtotal				\$544,290.00		\$583,250.00	_	\$468,932.00		\$0.00		\$0.00

-

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Muhael A. Darcavelo Michael A. Darcavelo

June 10, 2009 indicates error in extended item amount or total bid amount



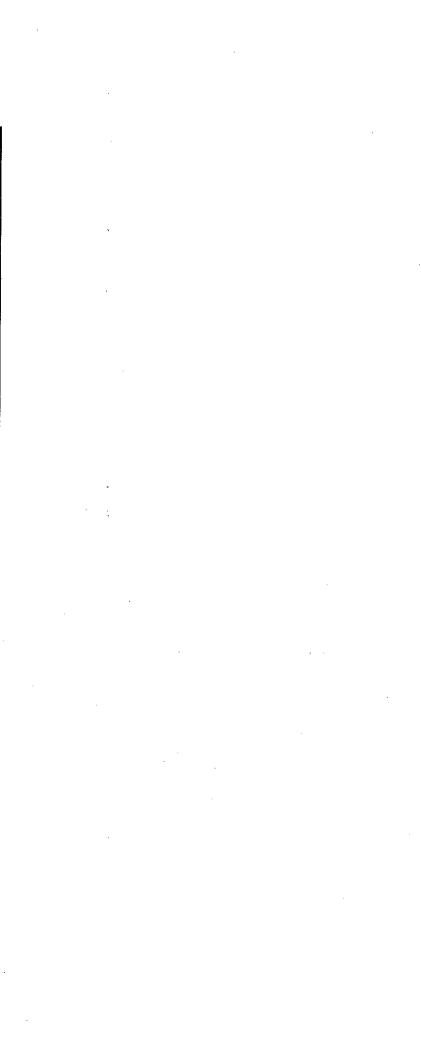
ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009 Bid Schedule No.2 - Apron B (Bituminous Pavement)

						Taylor & Murphy		Теппоса		Young & McQueen				
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL		EXTENDED TOTAL
34	P-501	Portland Cement Conrete Pavement, 12-inch Thick	0	SY	\$66.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
35	P-602	Bituminous Prime Coat	3,000	Gal.	\$3.15	\$9,450.00	\$3.20	\$9,600.00	\$3.20	\$9,600.00		\$0.00		\$0.00
36	P-603	Bituminous Tack Coat	20	Gal.	\$2.00	\$40.00	\$2.00	\$40.00	\$3.00	\$60.00		\$0.00		\$0.00
37	P-620	Taxiway/Apron Painting, Yellow (Temporary w/o glass beads)	0	SF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
38	P-620	Taxiway/Apron Painting, Yellow (Permanent w/glass beads)	0	SF	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
39	P-620	Taxiway/Apron Painting, Black (Temporary)	0	SF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
40	P-620	Taxiway/Apron Painting, Black (Permanent)	0	SF	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
41	D-701	12 Inch RCP, Class V	0	LF	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
42	D-701	24 Inch RCP, Class V	216	LF	\$89.00	\$19,224.00	\$80.00	\$17,280.00	\$38.94	\$8,411.04		\$0.00		\$0.00
43	D-701	27 Inch RCP, Class V	64	LF	\$125.00	\$8,000.00	\$100.00	\$6,400.00	\$55.38	\$3,544.32		\$0.00		\$0.00
44	D-701	42 Inch RCP, Class V	272	LF	\$186.00	\$50,592.00	\$160.00	\$43,520.00	\$114.85	\$31,239.20		\$0.00		\$0.00
45	D-701	48 Inch RCP, Class V	0	LF	\$228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
46	D-751	NCDOT 4-foot Diameter Manhole, Section 840	0	Each	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
47	D-751	NCDOT 6-foot Diameter Manhole, Section 841	0	Each	\$5,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
48	D-751	Airfield Rated Drop Inlet, Single Grate	0	Each	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
49	D-751	Airfield Rated Drop Inlet, Double Grate	2	Each	\$13,000.00	\$26,000.00	\$15,000.00	\$30,000.00	\$8,500.00	\$17,000.00		\$0.00		\$0.00
50	D-751	Adjust Existing Drainage Structure Frame and Grate	3	Each	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$650.00	\$1,950.00		\$0 .00		\$0.00
51	D~752	NCDOT Concrete Headwall for 48" RCP, Section 838	0	Each	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	\$0.00		\$0.00
52	T-901	Seeding	0.5	Асге	\$880.00	\$440.00	\$2,000.00	\$1,000.00	\$900.00	\$450.00		\$0.00		\$0.00
53	T-908	Mulching	0.5	Acre	\$550.00	\$275.00	\$1,000.00	\$500.00	\$550.00	\$275.00		\$0.00		\$0.00
54	L-108	Cable Trench	0	LF	\$2.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
55	L-108	Cable, 1/c #8 5kv, L-124-C, in Trench	0	LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	·	\$0.00
56		Cable, 1/c #8 5kv, L-124-C, in Duct or Conduit	0	LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
57		#6 Bare Counterpoise Wire, Installed in Trench (including ground rods and ground connectors)	0	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
58		#6 Bare Counterpoise Wire, Installed in Duct or Conduit (including ground rods and ground connectors)	0	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
59	L-110	2" PVC Conduit, Sch. 40, in Trench	0	LF	\$3.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
60	L-110	1 Way 4-Inch Split Duct Bank, Concrete Encased	0	LF	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
61	L-110	4 Way 4-Inch Concrete Encased Duct Bank	o	LF	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
62	L-110 4	4 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	0	LF	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
63	L-110	6 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	o	LF	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
64	L-115	Type A1 Electric Handhole	0	Each	\$3,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
65	L-125 I	L-861T Taxiway Edge Lights, Base Mounted	0	Each	\$910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
66	L-125 I	L-858L Taxiway Sign, 3 Panel, One-Sided	0	Each	\$5,195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
67	L-125 l	-858Y Taxiway Sign, 3 Panel, Double-Sided	0	Each	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	· · · · ·	\$0.00
68	*	NCDOT Concrete Headwall for 42" RCP, Section 838 (* f Bid Schedule No. 2 is selected w/o Bid Schedule No.1)	1	Each	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00		\$0.00		\$0.00
		Total Bid				\$664,311.00		\$698,090.00		\$544,761.56		\$0.00		\$0.00
·		B3d			I	Mula	100		1					

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Michael a, Darcangeb Michael A. Darcangelo, P.E. June 10, 2009

une 10, 2009 indicates error in extended item amount or total bid amount

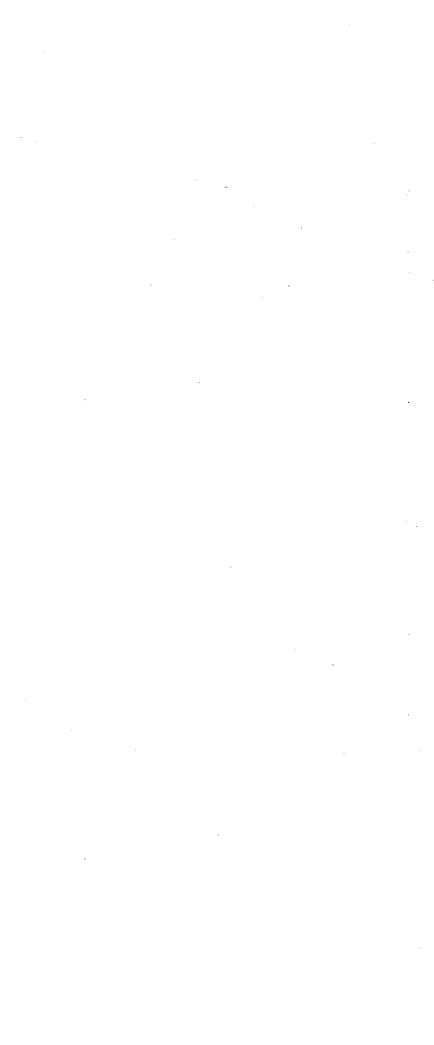


ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009 Bid Schedule No.3 - Apron C (Bituminous Pavement)

		Bid Schedule No.3 - Apron C (Bitumine	ous Pavemen	t)	Taylor	r & Murphy	Т	ennoca	Young	k McQueen	1			
ITEM	SPEC NO.	Processor and the second				EXTENDED		EXTENDED	a grada da se se	EXTENDED	UNIT PRICE	EXTENDED		EXTENDED
NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
. 1	01000	Mobilization Allowance for Contractor Relocation of FAA NAVAIDS	0	LS	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
2	1001	Electric Box	Allowance	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	S-110	Engineer's Field Office	0	LS	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
4	<u>S-140</u>	Remove Asphalt Pavement	0	SY	\$3.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
5	S-140	Remove Miscellaneous Drainage System Items	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
6	S-140	Remove Miscellaneous Structures	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
7	5-140	Remove Taxiway lights and Related Cable, Items	0	LS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
8	P-152	Unclassified Excavation	1,900	СҮ	\$6.70	\$12,730.00	\$23.00	\$43,700.00	\$13.89	\$26,391.00		\$0.00		\$0.00
9	P-152	Rock Excavation	100	CY	\$35.00	\$3,500.00	\$65.00	\$6,500.00	\$80.00	\$8,000.00		\$0.00		\$0.00
10	P-153	Controlled Low Strength Material (CLSM)	. 0	СҮ	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
11	P-156	Temporary Seeding, Mulching and Fertilizing	0.5	Acre	\$1,210.00	\$605.00	\$1,470.00	\$735.00	\$1,200.00	\$600.00		\$0.00		\$0.00
12	P-156	Temporary Diversion Ditches	. 0	LF	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
13	P-156	Silt Fence	180	LF	\$2.20	\$396.00	\$5.00	\$900.00	\$2.00	\$360.00		\$0.00		\$0.00
14	P-156	Permanent Check Dams	0	Each	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
15	P-156	Temporary Gravel Construction Entrance	1	Each	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,350.00	\$1,350.00		\$0.00		\$0.00
16	P-156	Temporary Sediment Trap	0	Each	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
17	P-156	Rip Rap - Class B	. 0	Ton	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
18	P-156	Rip Rap - Class 1	0	Ton	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	1	\$0.00
19	P-156	No. 57 Stone	o	Ton	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
20	P-156	Filter Fabric, Mirafi 500, or Approved Equal	0	SY	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
21	P-156	Erosion Control Matting, North American Green C125BN, or Approved Equal	. 0	SY	\$2.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
22	P-156	18" Temporary Slope Drains	. 0	LF	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
23	P-156	Rock Doughnut Inlet Protection	0	Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
24	P-156	Temporary Drop Inlet Protection	0	Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
25		Temporary Silt Sack Inlet Protection	0	Each	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
26		Permanent Dry Detention Pond	0	LS	\$26,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
27		Temporary Sediment Basin	0	Each	\$16,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
		Fabric for Soil Stabilization, Type 4	500	SY	\$4.00	\$2,000.00	\$4.00	\$2,000.00	\$1.50	\$750.00	1	\$0.00		\$0.00
		Aggregate Base Course	0	CY	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
		Asphalt Concrete Plant Mix Pavements (S 9.5B)	 	Ton	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
31		Crushed Aggregate Base Course	850	CY	\$67.00	\$56,950.00	\$60.00	\$51,000.00	\$49.00	\$41,650.00		\$0.00		\$0.00
32		Bituminous Surface Course	500	Ton	\$96.00	\$48,000.00	\$100.00	\$50,000.00	\$70.00	\$35,000.00		\$0.00		\$0.00
. 33		Bituminous Base Course	975	Ton	\$90.00	\$87,750.00	\$92.00	\$89,700.00	\$65.00	\$63,375.00		\$0.00		\$0.00
		subtotal	3.0			\$213,431.00	402.00	\$246,535.00	\$00.00	\$177,476.00		\$0.00		\$0.00
<u> </u>	,I	B3e		1	1	Micha	000)arang		ψ.11,110.00		ψυ.υυ		ψυ.υυ

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Michael A. Darcangelo Michael A. Darcangelo, P.E. June 10, 2009 indicates error in extended item amount or total bid amount



ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009

Bid Schedule No.3 - Apron C (Bituminous Pavement)

		Bid Schedule No.3 - Apron C (Bitumino	us ravemen	it)	Taylo	r & Murphy	Т	ennoca	Young &	& McQueen				
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34	P-501	Portland Cement Conrete Pavement, 12-inch Thick) SY	\$66.95		\$0.00		\$0.00	\$0.00	Li i i i i i i i i i i i i i i i i i i	\$0.00		\$0.00
35	P-602	Bituminous Prime Coat	1,300		\$3.15			\$4,160.00	\$3.20	\$4,160.00		\$0.00		\$0.0
36	P-603	Bituminous Tack Coat	1,500		\$2.00	\$20.00		\$20.00		\$30.00		\$0.00		\$0.0
37		Taxiway/Apron Painting, Yellow (Temporary w/o glass							\$3.00					
	P-620	beads)	,	SF	\$1.10		1	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
38	P-620	Taxiway/Apron Painting, Yellow (Permanent w/glass beads)	C		\$1.50	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
39	P-620	Taxiway/Apron Painting, Black (Temporary)	0	SF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
40	P-620	Taxiway/Apron Painting, Black (Permanent)	0	SF	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
41	D-701	12 Inch RCP, Class V	. 0	LF	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
42	D-701	24 Inch RCP, Class V	0	LF	\$89.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
43	D-701	27 Inch RCP, Class V	0	LF	\$125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
44	D-701	42 Inch RCP, Class V	0	LF	\$186.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.04
45	D-701	48 Inch RCP, Class V	0	LF	\$228.00	\$0.00	\$0.00	\$0.00	\$0.00	· \$0.00		\$0.00		\$0.00
46	D-751	NCDOT 4-foot Diameter Manhole, Section 840	0	Each	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
47	D-751	NCDOT 6-foot Diameter Manhole, Section 841	0	Each	\$5,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
48	D-751	Airfield Rated Drop Inlet, Single Grate	0	Each	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
49	D-751	Airfield Rated Drop Inlet, Double Grate	o	Each	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	-	\$0.0
50		Adjust Existing Drainage Structure Frame and Grate	0	Each	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
51		NCDOT Concrete Headwall for 48" RCP, Section 838	0	Each	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
52		Seeding	. 0.5	Acre	\$880.00	\$440.00	\$1,350.00	\$675.00	\$900.00	\$450.00		\$0.00		\$0.00
53		Mulching	0.5		\$550.00	\$275.00	\$525.00	\$262.50	\$550.00	\$275.00		\$0.00		\$0.00
54		Cable Trench	0.0	LF	\$2.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
55		Cable, 1/c #8 5kv, L-124-C, in Trench		LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	. \$0.00		\$0.00		\$0.00
			0											
56	i	Cable, 1/c #8 5kv, L-124-C, in Duct or Conduit #6 Bare Counterpoise Wire, Installed in Trench (including	0	LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
57		ground rods and ground connectors) #6 Bare Counterpoise Wire, Installed in Duct or Conduit	0	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
58	L-108 (including ground rods and ground connectors)	0	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
59	<u>L-110</u>	2" PVC Conduit, Sch. 40, in Trench	0	LF	\$3.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
60	L-110 ·	Way 4-Inch Split Duct Bank, Concrete Encased	0	LF	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	.\$0.00		\$0.00		\$0.00
61	L-110 4	Way 4-Inch Concrete Encased Duct Bank	0	LF	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
62	L-110 4	Way 4-Inch Duct Bank in Trench, (w/stone backfill)	0	LF	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
63	_L-1106	Way 4-Inch Duct Bank in Trench, (w/stone backfill)	0	LF	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
64	L-115 1	Type A1 Electric Handhole	0	Each	\$3,975.00	\$0.00	. \$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
65	L-125 L	-861T Taxiway Edge Lights, Base Mounted	0	Each	\$910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
66	L-125 L	-858L Taxiway Sign, 3 Panel, One-Sided	0	Each	\$5,195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0 .00		\$0.00		\$0.00
67		-858Y Taxiway Sign, 3 Panel, Double-Sided	0	Each	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
		Ann - M - 1					0							
\top		Total Bid				\$218,261.00	Ū	\$251,652.50		\$182,391.00		\$0.00		\$0.00
		B3f					DAD	neavgl	Vo		I			

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Michael U. Dercangelo Michael A. Darcangelo, P.E. June 10

June 10, 2009 June 10, 2009

ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009

Bid Schedule No.4 - Connector Taxiway and Apron A (Concrete Pavement)

ITEM			Filiana an an		Taylo	r & Murphy EXTENDED	Te	nnoca EXTENDED	Young 8	McQueen EXTENDED	ata por a sa constante a	EXTENDED		EXTENDED
NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
. 1	01000	Mobilization		I LS	\$80,000.00	\$80,000.00	\$150,000.00	\$150,000.00	\$103,650.00	\$103,650.00		\$0.00		_\$0
2	1001	Allowance for Contractor Relocation of FAA NAVAIDS Electric Box	Allowance	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000
3	S-110	Engineer's Field Office		LS_	\$21,000.00	\$21,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00		\$0.00		\$0
4	S-140	Remove Asphalt Pavement	3,300	SY	\$3.75	\$12,375.00	\$6.00	\$19,800.00	\$1.81	\$5,973. <u>00</u>		\$0.00		\$0
5	S-140	Remove Miscellaneous Drainage System Items	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00		\$0.00		\$0
6	S-140	Remove Miscellaneous Structures	1	LS	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00		\$0.00		\$
7	S-140	Remove Taxiway lights and Related Cable, Items	. 1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$800.00	·\$800.00		\$0.00		\$
8	P-152	Unclassified Excavation	38,000	CY	\$6.70	\$254,600.00	\$12.00	\$456,000.00	\$3.06	\$116,280.00		\$0.00	а. 19	\$
9	P-152	Rock Excavation	400	CY	\$35.00	\$14,000.00	\$40.00	\$16,000.00	\$25.00	\$10,000.00		\$0.00		\$
10	P-153	Controlled Low Strength Material (CLSM)	50	СҮ	\$200.00	\$10,000.00	\$250.00	\$12,500.00	\$100.00	\$5,000.00		\$0.00		\$
11	P-156	Temporary Seeding, Mulching and Fertilizing	16	Acre	\$1,210.00	\$19,360.00	\$1,800.00	\$28,800.00	\$1,250.00	\$20,000.00		\$0.00		\$
12	P-156	Temporary Diversion Ditches	2.600		\$3.00	\$7,800.00	\$3.00	\$7,800.00	\$1.50	\$3,900.00		\$0.00		\$
13	P-156	Silt Fence	2,100		\$2.20	\$4,620.00	\$3.00	\$6,300.00	\$3.50	\$7,350.00		\$0.00		\$
14	P-156	Permanent Check Dams	2	Each	\$500.00	\$1,000.00	\$150.00	\$300.00	\$300.00	\$600.00		\$0.00		\$
15	P-156	Temporary Gravel Construction Entrance	1	Each	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00		\$0.00		\$
6	P-156	Temporary Sediment Trap	5	Each	\$1,800.00	\$9,000.00	\$1,600.00	\$8,000.00	\$4,400.00	\$22,000.00		\$0.00		\$
7		Rip Rap - Class B	50		\$45.00	\$2,250.00	\$50.00	\$2,500.00	\$35.00	\$1,750.00		\$0.00		5
18	P-156	Rip Rap - Class 1	220		\$47.00	\$10,340.00	\$50.00	\$11,000.00	\$30.00	\$6,600.00		\$0.00		\$
19		No. 57 Stone	220		\$32.00	\$640.00	\$40.00	\$800.00	\$30.00	\$600.00		\$0.00		
20		Filter Fabric, Mirafi 500, or Approved Equal	220	SY	\$3.00	\$660.00	\$3.00	\$660.00	\$1.50	\$330.00		\$0.00		\$
21		Erosion Control Matting, North American Green C125BN, or Approved Equal	76,000		\$2.20	\$167,200.00	\$2.25	\$171,000.00	\$1.30	\$98,800.00		\$0.00		\$
2	P-156	18" Temporary Slope Drains	200		\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$14.50	\$2,900.00	<u>_</u>	\$0.00		\$
3		Rock Doughnut Inlet Protection	200	Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$
4	P-156	Temporary Drop Inlet Protection	14		\$200.00	\$2,800.00	\$100.00	\$1,400.00	\$110.00	\$1,540.00		\$0.00		\$
25		Temporary Silt Sack Inlet Protection	. 14	Each	\$400.00	\$2,800.00	\$100.00	\$400.00	\$130.00	\$520.00		\$0.00		¥
6	·		4	LS	\$26,100.00	\$26,100.00	\$20,000.00	\$400.00	\$57,965.00	\$57,965.00		\$0.00		¥
7		Permanent Dry Detention Pond										\$0.00		¥
		Temporary Sediment Basin	4 000	Each	\$16,985.00	\$16,985.00	\$7,500.00	\$7,500.00	\$17,275.00	\$17,275.00			· - · · · ·	,
·		Fabric for Soil Stabilization, Type 4	1,000	SY	\$4.00	\$4,000.00	\$3.00	\$3,000.00	\$1.50	\$1,500.00		\$0.00	-	
		Aggregate Base Course	70		\$90.00	\$6,300.00	\$55.00	\$3,850.00	\$45.00	\$3,150.00		\$0.00		\$
		Asphalt Concrete Plant Mix Pavements (S 9.5B)	60		\$102.00	\$6,120.00	\$105.00	\$6,300.00	\$100.00	\$6,000.00		\$0.00		\$
1		Crushed Aggregate Base Course	675		\$67.00	\$45,225.00	\$55.00	\$37,125.00	\$49.00	\$33,075.00		\$0.00		\$
2		Bituminous Surface Course	60		\$96.00	\$5,760.00	\$100.00	\$6,000.00	\$72.50	\$4,350.00		\$0.00		\$
3		Bituminous Base Course Cement Treated Base Course, 6-inch Thick	3,900		\$90.00	\$351,000.00	\$90.00	\$351,000.00	\$67.50	\$263,250.00		\$0.00		\$
SA	P-304 ((alternate bid item) B3g	12,300	SY	\$40.00	\$492,000.00	\$40.00	\$492,000.00	\$27.00	\$332,100.00		\$0.00		\$



ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009 Bid Schedule No.4 - Connector Taxiway and Apron A (Concrete Pavement)

P		Bid Schedule No.4 - Connector Taxiway and Apro	a A (Concret	e raveme		or & Murphy	Т	ennoca	Young &	& McQueen				
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34	P-501	Portland Cement Conrete Pavement, 12-inch Thick	11,000	SY	\$66.95		\$75.00	\$825,000.00	\$70.00	-		\$0.00		\$0.00
35	P-602	Bituminous Prime Coat) Gal.	\$3.15				\$0.00	\$0.00		\$0.00		\$0.00
36	P-603	Bituminous Tack Coat	10	Gal.	\$2.00	,		\$20.00	\$3.00	\$30.00		\$0.00		\$0.00
37	P-620	Taxiway/Apron Painting, Yellow (Temporary w/o glass beads)	1,025		\$1.10				\$1.05			\$0.00		\$0.00
38	P-620	Taxiway/Apron Painting, Yellow (Permanent w/glass beads)	1,025		\$1.50			\$2,050.00	\$1.05	\$1,076.25		\$0.00		\$0.00
39	P-620	Taxiway/Apron Painting, Black (Temporary)	1.650		\$1.00		•		\$1.05	\$1,732.50	1	\$0.00		\$0.00
40	P-620	Taxiway/Apron Painting, Black (Permanent)	1,650	SF	\$1.50			\$3,300.00	\$1.05	\$1,732.50		\$0.00		\$0.00
41	D-701	12 Inch RCP, Class V	80	1	\$50.00		\$45.00	\$3,600.00	\$24.50	\$1,960.00		\$0.00		\$0.00
42	D-701	24 Inch RCP, Class V	0	LF [.]	\$89.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
43	D-701	27 Inch RCP, Class V	0	LF	\$125.00	\$0.00			\$0.00	\$0.00		\$0.00		\$0.00
44	D-701	42 Inch RCP, Class V	720		\$186.00	\$133,920.00	\$180.00	\$129,600.00	\$102.50	\$73,800.00		\$0.00		\$0.00
45	D-701	48 Inch RCP, Class V	420		\$228.00	\$95,760.00	\$250.00	\$105,000.00	\$125.00	\$52,500.00		\$0.00		\$0.00
46	D-751	NCDOT 4-foot Diameter Manhole, Section 840	1	Each	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$2,002.28	\$2,002.28		\$0.00		\$0.00
47	D-751	NCDOT 6-foot Diameter Manhole, Section 841	1	Each	\$5,340.00	\$5,340.00	\$6,000.00	\$6.000.00	\$7,500.00	\$7,500.00		\$0.00		\$0.00
48		Airfield Rated Drop Inlet, Single Grate	2	Each	\$12,000.00	\$24,000.00		\$27,000.00	\$13,000.00	\$26,000.00		\$0.00		\$0.00
49		Airfield Rated Drop Inlet, Double Grate	2	Each	\$13,000.00	\$26,000.00	\$14,500.00	\$29,000.00	\$14,000.00	\$28,000.00		\$0.00		\$0.00
50	D-751	Adjust Existing Drainage Structure Frame and Grate	3	Each	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00		\$0.00		\$0.00
51	D-752	NCDOT Concrete Headwall for 48" RCP, Section 838	1	Each	\$1,750.00	\$1,750.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00		\$0.00		\$0.00
52	T-901	Seeding	16	Acre	\$880.00	\$14,080.00	\$1,350.00	\$21,600.00	\$900.00	\$14,400.00		\$0.00		\$0.00
53	T-908	Mutching	16	Acre	\$550.00	\$8,800.00	\$525.00	\$8,400.00	\$550.00	\$8,800.00		\$0.00		\$0.00
54	L-108	Cable Trench	1,350	LF	\$2.35	\$3,172.50	\$2.50	\$3,375.00	\$2.40	\$3,240.00		\$0.00		\$0.00
55	L-108	Cable, 1/c #8 5kv, L-124-C, in Trench	500	LF	\$1.10	\$550.00	\$0.80	\$400.00	\$0.80	\$400.00		\$0.00		\$0.00
56	L-108	Cable, 1/c #8 5kv, L-124-C, in Duct or Conduit	3,900	ĹF	\$1.10	\$4,290.00	\$1.40	\$5,460.00	\$1.40	\$5,460.00		\$0.00		\$0.00
57		#6 Bare Counterpoise Wire, Installed in Trench (including ground rods and ground connectors)	4,250	LF	\$1.00	\$4,250.00	\$1.10	\$4,675.00	\$1.15	\$4,887.50		\$0.00		\$0.00
58		#6 Bare Counterpoise Wire, Installed in Duct or Conduit (including ground rods and ground connectors)	500	LF	\$1.00	\$500.00	\$0.70	\$350.00	\$0.70	\$350.00		\$0.00	-	\$0.00
59	L-110	2* PVC Conduit, Sch. 40, in Trench	2,550		\$3.85	\$9,817.50	\$1.50	\$3,825.00	\$1.50	\$3,825.00		\$0.00		\$0.00
60	L-110	1 Way 4-Inch Split Duct Bank, Concrete Encased	200	LF	\$32.00	\$6,400.00	\$24.00	\$4,800.00	\$24.00	\$4,800.00		\$0.00		\$0.00
61		4 Way 4-Inch Concrete Encased Duct Bank	140		\$40.00	\$5,600.00	\$36.00	\$5,040.00	\$36.00	\$5,040.00		\$0.00		\$0.00
62		4 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	150	LF	\$33.00	\$4,950.00	\$28.00	\$4,200.00	\$28.50	\$4,275.00		\$0.00		\$0.00
63		6 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	100	LF	\$41.00	\$4,100.00	\$34.00	\$3,400.00	\$34.00	\$3,400.00		\$0.00		\$0.00
64		Type A1 Electric Handhole	7	Each	\$3,975.00	\$27,825.00	\$6,195.00	\$43,365.00	\$6,200.00	\$43,400.00		\$0.00		\$0.00
65		861T Taxiway Edge Lights, Base Mounted	24		\$910.00	\$21,840.00	\$1,020.00	\$24,480.00	\$1,000.00	\$24,000.00		\$0.00		\$0.00
66		858L Taxiway Sign, 3 Panel, One-Sided	2	Each	\$5,195.00	\$10,390.00	\$6,090.00	\$12,180.00	\$6,100.00	\$12,200.00		\$0.00		\$0.00
67		858Y Taxiway Sign, 3 Panel, Double-Sided	1	Each	\$5,300.00	\$5,300.00	\$6,405.00	\$6,405.00	\$6,500.00	\$6,500.00		\$0.00		\$0.00
		Total Bid (Delete Item 33A)				\$2,366,230.00		\$2,752,072.50		\$2,022,396.28		\$100,000.00		\$100,000.00
		Total Bid (Delete item 33)				\$2,507,230.00		\$2,893,072.50		\$2,091,246.28		\$100,000.00		\$100,000.00
		B3h	t				0000	reaved	7	· · · · ·		•		

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Multaela, Darcavgela Michael A. Darcangelo, P.E. June 10, 2009 indicates error in extended item amount or total bid amount

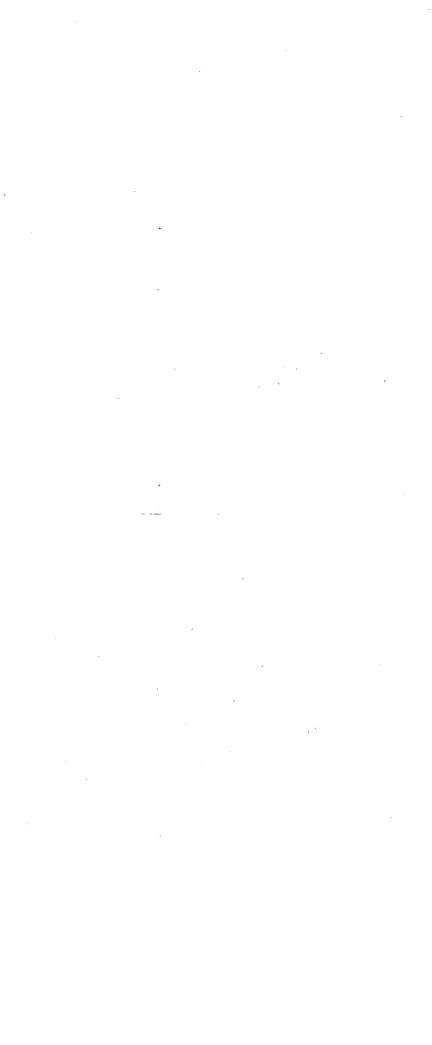


ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009 Bid Schedule No.5 - Apron B (Concrete Pavement)

		Bid Schedule No.5 - Apron B (Concrete	e Pavement)		Tavlo	r & Murphy	T T	ennoca	Young 8	McQueen	I		1	
ПЕЙ	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED		EXTENDED		EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
NO.	di la nashra usaja ya ul		QUANTIT	UNIE		TOTAL		TOŤAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		TOTAL
1	01000	Mobilization Allowance for Contractor Relocation of FAA NAVAIDS Electric	1	I LS	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$45,575.00	\$45,575.00		\$0.00)	\$0.00
2	1001	Box	Allowance	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	S-110	Engineer's Field Office	<u>с</u>	LS	\$21,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
4	S-140	Remove Asphalt Pavement	2,000	SY	\$3.75	\$7,500.00	\$5.00	\$10,000.00	\$2.14	\$4,280.00		\$0.00		\$0.00
5	S-140	Remove Miscellaneous Drainage System Items	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00		\$0.00		\$0.00
6	S-140	Remove Miscellaneous Structures	0	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
7	S-140	Remove Taxiway lights and Related Cable, Items	0	LS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
8	P-152	Unclassified Excavation	1,200	CY	\$6.70	\$8,040.00	\$30.00	\$36,000.00	\$6.16	\$7,392.00		\$0.00		\$0.00
9	P-152	Rock Excavation	50	CY	\$35.00	\$1,750.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00		\$0.00		\$0.0
10	P-153	Controlled Low Strength Material (CLSM)	0	СҮ	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.0
11	P-156	Temporary Seeding, Mulching and Fertilizing	0.5	Acre	\$1,210.00	\$605.00	\$2,000.00	\$1,000.00	\$1,200.00	\$600.00		\$0.00		\$0.00
12	P-156	Temporary Diversion Ditches	150	LF	\$3.00	\$450.00	\$4.00	\$600.00	\$1.50	\$225.00		\$0.00		\$0.0
13	P-156	Silt Fence	500	LF	\$2.20	\$1,100.00	\$4.00	\$2,000.00	\$2.00	\$1,000.00		\$0.00		\$0.00
14	P-156	Permanent Check Dams	0	Each	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
15	P-156	Temporary Gravel Construction Entrance	1	Each	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,350.00	\$1,350.00		\$0.00		\$0.00
16	P-156	Temporary Sediment Trap	1	Each	\$1,800.00	\$1,800.00	- \$1,800.00	\$1,800.00	\$2,840.00	\$2,840.00		\$0.00		\$0.00
17	P-156	*Rip Rap - Class B	10	Ton	\$45.00	\$450.00	\$60.00	\$600.00	\$35.00	\$350.00		\$0.00		\$0.00
18	P-156	Rip Rap - Člass 1	0	Ton	\$47.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	\$0.00		\$0.00
. 19	P-156	No. 57 Stone	o	Ton	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00		\$0.00
20	P-156	*Filter Fabric, Mirafi 500, or Approved Equal	30	SY	\$3.00	\$90.00	\$4.00	\$120.00	\$1.50	\$45.00		\$0.00		\$0.00
21	P-156	Erosion Control Matting, North American Green C125BN, or Approved Equal	1,100	SY	\$2.20	\$2,420.00	\$2.50	\$2,750.00	\$1.25	\$1,375.00		\$0.00		\$0.00
22		18" Temporary Slope Drains	0	LF	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	<u> </u>	\$0.00
23		Rock Doughnut Inlet Protection		Each	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
24		Temporary Drop Inlet Protection	14	Each	\$200.00	\$2,800.00	\$100.00	\$1,400.00	\$110.00	\$1,540.00		\$0.00		\$0.00
25		Temporary Silt Sack Inlet Protection	3		\$400.00	\$1,200.00	\$100.00	\$300.00	\$130.00	\$390.00		\$0.00		\$0.00
26		Permanent Dry Detention Pond		LS	\$26,100.00	\$26,100.00	\$20,000.00	\$20,000.00	\$57,965.00	\$57,965.00		- \$0.00		\$0.00
27		Temporary Sediment Basin		Each	\$16,985.00									•
			4 000	_		\$16,985.00	\$7,500.00	\$7,500.00	\$16,300.00	\$16,300.00		\$0.00		\$0.00
		Fabric for Soil Stabilization, Type 4	1,000	SY	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$1.50	\$1,500.00		\$0.00		\$0.00
		Aggregate Base Course	0	CY	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
30		Asphalt Concrete Plant Mix Pavements (S 9.5B)	0	Ton	\$102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
31	-	Crushed Aggregate Base Course	500	CY	\$67.00	\$33,500.00	\$55.00	\$27,500.00	\$49.00	\$24,500.00		\$0.00		\$0.00
32		Bituminous Surface Course	400	Ton	\$96.00	\$38,400.00	\$100.00	\$40,000.00	\$70.00	\$28,000.00		. \$0.00		\$0.00
33	· (Bituminous Base Course Cement Treated Base Course, 6-inch Thick	1,800	Ton	\$90.00	\$162,000.00	\$95.00	\$171,000.00	\$65.00	\$117,000.00		\$0.00		\$0.00
33A	P-304 (alternate bid item) B3i	4,900	SY	\$40.00	\$196,000.00	\$40.00	\$196,000.00	\$27.00	\$132,300.00		\$0.00		\$0.00

Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Michael U. Darcayelo Michael A. Darcangelo, P.E. June 10, 2009



ASHEVILLE REGIONAL AIRPORT ASHEVILLE REGIONAL AIRPORT AUTHORITY CONNECTOR TAXIWAY AND APRONS PROJECT AVCON, INC. PROJECT NO. 2009.157.03 June 9, 2009 Bid Schedule No.5 - Apron B (Concrete Pavement)

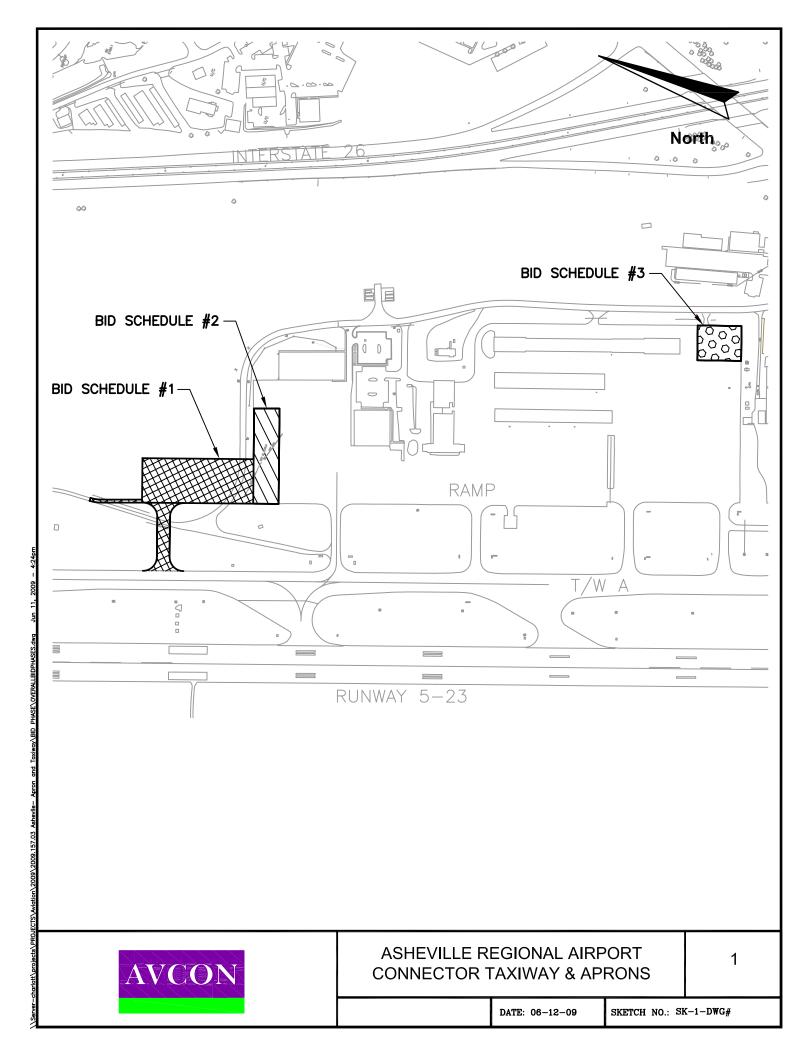
		Bid Schedule No.5 - Apron B (Concrete	ravementy		Taylo	r & Murphy	Т	ennoca	Young	& McQueen	1		1	
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL		EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34	P-501	Portland Cement Conrete Pavement, 12-inch Thick	5,000	SY	\$66.95	\$334,750.00	\$80.00	\$400,000.00	\$70.00	\$350,000.00		\$0.00		\$0.00
35	P-602	Bituminous Prime Coat	300	Gal.	\$3.15	\$945.00	\$3.20	\$960.00	\$3.20	\$960.00		\$0.00		\$0.00
36	P-603	Bituminous Tack Coat	20	Gal.	\$2.00	\$40.00	\$2.00	\$40.00	\$3.00	\$60.00		\$0.00		\$0.00
37	P-620	Taxiway/Apron Painting, Yellow (Temporary w/o glass beads)	0	SF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
38	P-620	Taxiway/Apron Painting, Yellow (Permanent w/glass beads)	0	SF	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
39	P-620	Taxiway/Apron Painting, Black (Temporary)	0	SF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
40	P-620	Taxiway/Apron Painting, Black (Permanent)	0	SF	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
41	D-701	12 Inch RCP, Class V	0	LF	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
42	D-701	24 Inch RCP, Class V	216	LF	\$89.00	\$19,224.00	\$80.00	\$17,280.00	\$37.79	\$8,162.64		\$0.00		\$0.00
43	D-701	27 Inch RCP, Class V	64	LF	\$125.00	\$8,000.00	\$100.00	\$6,400.00	\$54.31	\$3,475.84		\$0.00		\$0.00
44	D-701	42 Inch RCP, Class V	272	۱.F	\$186.00	\$50,592.00	\$160.00	\$43,520.00	\$114.85	\$31,239.20		\$0.00		\$0.00
45	D-701	48 Inch RCP, Class V	0	ĹF	\$228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		• \$0.00
46	D-751	NCDOT 4-foot Diameter Manhole, Section 840	0	Each	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
47	D-751	NCDOT 6-foot Diameter Manhole, Section 841	0	Each	\$5,340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	·	\$0.00
48	D-751	Airfield Rated Drop Inlet, Single Grate	0	Each	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
49	D-751	Airfield Rated Drop Inlet, Double Grate	2	Each	\$13,000.00	\$26,000.00	\$15,000.00	\$30,000.00	\$13,750.00	\$27,500.00		\$0.00		\$0.00
50	D-751	Adjust Existing Drainage Structure Frame and Grate	3	Each	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$650.00	\$1,950.00		\$0.00		\$0.00
51	D-752	NCDOT Concrete Headwall for 48* RCP, Section 838	0	Each	\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
52	T-901	Seeding	0.5	Acre	\$880.00	\$440.00	\$1,500.00	\$750.00	\$900.00	\$450.00		\$0.00		\$0.00
53	T-908	Mulching	0.5	Acre	\$550.00	\$275.00	\$1,000.00	\$500.00	\$550.00	\$275.00		\$0.00		\$0.00
54	L-108	Cable Trench	0	LF	\$2.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
55	L-108	Cable, 1/c #8 5ky, L-124-C, in Trench	o	LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
56	L-108	Cable, 1/c #8 5kv, L-124-C, in Duct or Conduit	0	LF	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
57		#6 Bare Counterpoise Wire, Installed in Trench (including ground rods and ground connectors)	o	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
58		#6 Bare Counterpoise Wire, Installed in Duct or Conduit (including ground rods and ground connectors)	o	LF	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
59		2* PVC Conduit, Sch. 40, in Trench	0	LF	\$3.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		. \$0.00
60	L-110	1 Way 4-Inch Split Duct Bank, Concrete Encased	o	LF	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
61	L-110	4 Way 4-Inch Concrete Encased Duct Bank	0	LF	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
62	L-110	4 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	0	LF	\$33.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
63	L-110	6 Way 4-Inch Duct Bank in Trench, (w/stone backfill)	0	LF	\$41.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
64	L-115	Type A1 Electric Handhole	0	Each	\$3,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
65	L-125 I	861T Taxiway Edge Lights, Base Mounted	0	Each	\$910.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
66	L-125 I	858L Taxiway Sign, 3 Panel, One-Sided	0	Each	\$5,195.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
67		-858Y Taxiway Sign, 3 Panel, Double-Sided	0	Each	\$5,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00
68		NCDOT Concrete Headwall for 42" RCP, Section 838 * If Bid Schedule No. 5 is selected w/o Bid Schedule No.1)	1	Each	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$3,300.00	\$3,300.00		\$0.00		\$0.00
		Total Bid (Delete Item 33A)				\$784,456.00		\$892,270.00		\$745,999.68		\$0.00		\$0.00
		Total Bid (Delete Item 33)				\$818,456.00		\$917,270.00		\$761,299.68		\$0.00		\$0.00
	<u>.</u>	B3j				Mi la	PAC		-77			·		

B3j Engineer's Certification: I hereby certify that the above is a true and correct summary of proposals received.

Michael a. Darcangelo Michael A. Darcangelo, P.E. June 10, 2009

June 10, 2009 June 10, 2009







MEMORANDUM

TO: Members of the Airport Authority

FROM: C. Jeff Augram

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item J

Purchase Award of a Rapid Intervention Vehicle for Aircraft Rescue Fire Fighting

BACKGROUND

This award is to replace a rapid intervention vehicle that has 23 years of front line service. Acceptable fire apparatus service time in North Carolina (as established by the American Public Works Association) is 15 years of front line service with no more than 5 years of reserve status.

In the Authority Board Meeting on February 13, 2009, the Authority Board was presented a Stimulus Plan Update by Staff. One of the proposed AVL Part 1 Projects (within 120 days) was an Aircraft Rescue Fire Fighting ("ARFF") vehicle.

Since there were no costs associated with soliciting public bids for the ARFF vehicle, the Board approved Staff to pursue public bids and have them ready to award in case the Authority were to receive a second round of stimulus funding or potential year end AIP funding.

The project was publicly bid in accordance with North Carolina regulations.

ISSUES

The bid opening was held May 27, 2009. Two of four prospective bidders responded. Base bids for a new rapid intervention vehicle came in as follows;

Crash Rescue \$417,540.00

Rosenbauer \$446,226.00

New Business – Item J



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item J Purchase Award of a Rapid Intervention Vehicle for Aircraft Rescue Fire Fighting Page 2

ALTERNATIVES

Reject all bids and not purchase a new Rapid Intervention Vehicle. Bids would be rejected if the additional stimulus money or year-end AIP funding is not available.

FISCAL IMPACT

If purchase is awarded based on year-end AIP funding, the cost to the Authority would be a maximum of approximately \$42,000.

RECOMMENDED ACTION

It is respectfully requested that the Authority Board (1) approve the award of the rapid intervention vehicle bid to Crash Rescue in the amount of \$417,540.00 contingent on receiving Stimulus or AIP funding from the FAA and (2) authorize the Airport Director to execute the necessary documents.



MEMORANDUM

TO: Members of the Airport Authority

FROM: David Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item K

Approval of Solar Energy Project with FLS Energy

BACKGROUND

Staff has been seeking opportunities to use alternative energy sources where possible in the operation of the Asheville Regional Airport. This has included the use of biodiesel, compressed natural gas, etc. In addition, Staff has been evaluating the potential for a solar type project at the airport.

ISSUES

After meeting and discussing potential solar projects at the airport with various vendors, Staff requested a formal proposal from FLS Energy to provide a small terminal rooftop solar farm at the airport (see attachment).

The major components/terms for the project are:

- 1. A 50 kW solar field, which can be expanded over time.
- 2. An annual roof lease payment to the Authority of \$4,000.00.
- 3. An additional annual roof lease payment of \$2,000.00 based on the negotiated amount of Renewable Energy Credits (RECs) that are achieved.
- 4. The Authority's upfront contribution would be \$20,000.00.
- 5. Requires securing energy/stimulus related grants in the amount of \$100,000.00.
- 6. The Authority would have an option to purchase the system after year 6 at market value which is currently estimated to be \$41,000.00.
- 7. All procurement, installation, and maintenance of the system would be the responsibility of FLS Energy.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item K Approval of Solar Energy Project with FLS Energy Page 2

The attached proposal from FLS Energy outlines several other items concerning the project.

ALTERNATIVES

The Authority Board could elect not to move forward with the proposed project.

FISCAL IMPACT

The Authority's upfront commitment to the project would be \$20,000.00. The Authority would receive a minimum payment of \$4,000.00 annually which would initially be provided to pay off the \$20,000.00 provided by the Authority, and then such payment would become a roof lease payment. The Authority has the opportunity to receive an additional \$2,000.00 annually based upon the negotiated amount of the RECs.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the Solar Energy Project as proposed by FLS Energy including the use of Authority funds in the amount of \$20,000.00 for the project; and (2) authorize the Airport Director to execute the necessary documents, subject to review by legal counsel.

RENEWABLE ENERGY SOLUTIONS

Solar Energy for the Asheville Regional Airport





Michael Shore, President 828-669-5070 michael@flsenergy.com

FLS Energy 400 Eastside Drive Black Mountain, NC 28711



May 14, 2009

Dear Dave and Kevin,

I am pleased to submit a proposal to develop a solar energy project in partnership with the Asheville Regional Airport. Given its visibility in the community, the Airport can play an important role in furthering the clean energy economy in Western North Carolina, while at the same time earning an ongoing revenue stream.

A summary of the project is presented in the table below.

Size:	50 kW, which can be expanded over time
Roof Lease Payment:	\$4,000
Additional Roof Leases Payment:	Up to \$2,000 per year
Energy Generation: (kWh)	72,500 kWh
Upfront Contribution	\$20,000
NC State Energy Office Grant or Other Stimulus Resources:	\$100,000
Option to Purchase after Year 6:	Yes, at market value – about \$41,000

I am proud to share that FLS Energy brings to each project a unique capability found in few solar providers:

- **Capability and Craftsmanship:** From our extensive solar experience, FLS Energy understands the requirements of system integration on every scale. FLS Energy is committed to the highest quality craftsmanship in the design and installation of its solar energy systems.
- Qualifications and Licensing: FLS Energy is highly credentialed for solar energy work, including professional engineers, general contractors, NABCEP certified designer and installers, a LEED certified architect and other licensed professionals.
- **System Performance:** We only use high quality solar panels and components with strong material and performance warranties.
- **Customer Confidence and Lasting Relationships:** With a customer base that includes Progress Energy, SAS Institute, the Proximity Hotel, Biltmore Park Hilton Hotel, National Guard, YWCA, UNC Chapel Hill, and many others, FLS Energy continues to build a reputation as a regional leader in the renewable energy field.

We look forward to collaborating on this landmark project.

Sincerely,

Michael Shore President



Table of Contents

Technology4	ŀ
Solar Energy System Financing5	;
Environmental Benefits	,
Next Steps7	,
FLS Energy Background Information	3
References 1	2
Technology Specifications1	3



Asheville Regional Airport

Photovoltaic Technology

Solar Electric

Solar photovoltaic (PV) collector modules are made of two semiconducting layers, one of which is positively charged, while the other is negatively charges. When sunlight strikes the solar cell, the negatively charged electrons are activated. The free electronics flow towards the positive semi-conducting layer, creating an electric current.

This direct current is then converted to an alternating current by an inverter so it can be used for all the same applications as grid power. If electricity is generated beyond immediate needs, excess energy may be sold to the local utility or stored in batteries.

To maximize energy production solar panels should face south and be tilted towards the sun. However, solar modules generate significant amounts of energy even when flat on a roof or angled anywhere from southeast to southwest.

Benefits of solar electricity technology include the following:

- Hedge Against Rising Energy Prices. Fossil fuel prices are volatile and experts predict that the costs of conventional sources of energy will continue to rise, which provides even greater savings over the life of the system.
- **Realize Huge Tax Credits**. Now is the best time ever to invest in solar. Significant tax credits and other incentives can significantly buy down the price of a solar PV system.
- Energy Independence. Solar photovoltaic energy enables your organization to take advantage of a locally available and abundant energy source and thus reduce dependence on foreign sources of fuel.



- **Clean Energy.** Solar energy is emissions free and silent. It produces energy without putting any pollution into the air or contributing to global warming.
- **Proven, Durable, and Low Maintenance.** With a design life of 40 years, FLS Energy solar energy systems are highly durable and require minimal maintenance.

SunPower Panels

FLS Energy is a premier dealer for SunPower (www.sunpowercorp.com), the manufacturer of the most efficient panels on the market worldwide. SunPower modules are 50% more efficient than most other reputable solar brands, and three times more efficient than thin film technology. SunPower modules comes with a 25 warranty. The specification sheet on SunPower panels is included in the appendix.



Solar Energy System Financing

FLS Energy System Ownership

The Asheville Regional Airport can simply purchase a system directly, using the electricity on site and selling the Renewable Energy Credits. However, the Airport is not able to take advantage of significant tax credits (30% federal and 35% state). Without the tax credits, the payback for a solar PV investment for the Airport would be in excess of 20 years. As FLS Energy can monetize the tax credits, we can enable the whole project to be more cost effective, providing the Airport more for its investment. FLS Energy will continue to proceed under the assumption that it will own the solar energy system and monetize the tax credits. However, upon request, FLS Energy can provide the Airport costs and benefits for a turnkey purchase.

In order for FLS Energy to own the system, we will need continued support from the Airport to sell the RECs , apply for stimulus grants, and to interconnect the system to Progress Energy's electricity's grid.

Stimulus Money to Pay the Upfront Contribution

There is significant federal stimulus money flowing into North Carolina for solar and clean energy projects. This proposal assumes \$100,000 of stimulus money to support a 50 kW system, and it is likely that in the coming months, the NC State Energy Office will provide grants up to this level. Or, together we may be able to tap into other stimulus money. It is important to scope out the project now, so we can be ready to apply when grant funding becomes available.

Renewable Energy Credits (RECs)

RECs are the environmental benefits associated with solar energy, and they have value. The sale of RECs are an important factor in making solar, especially PV, cost-effective in North Carolina. The bid to Progress Energy to purchase RECs from this project were submitted too late to be considered for 2009. However, the bid is in Progress Energy's queue and there is a chance that it could be considered at a future date.

FLS Energy is on the verge of signing an agreement to sell solar thermal RECs to Duke Energy for all of our projects, which would lock in a minimal REC value. However, FLS Energy will continue to pursue other potential buyers of RECs, and we anticipate that FLS Energy will be able to sell the REC's for up to six cents more than the value of our Duke Energy contract. Also, RECs generated prior to signing a REC contract can be banked. FLS Energy will share with the Airport any premium in REC value beyond the rate with have secured from Duke Energy. Fortunately, FLS Energy is able to assume the risk of uncertainty in the REC market

Note that the REC selling price is in addition to the 0.04 - 0.05 per kWh value of energy, which will be sold directly to Progress Energy.



Option to Purchase

FLS Energy must own the solar energy system for at least 6 year to be able to fully monetize the tax credits. FLS Energy's standard contract is for a 10 year term, after which an agreement can be renewed. Clients that contribute an upfront payment toward the installation of the system can secure an option to purchase the system at the end of the 10 year term or sooner, depending on the needs and preferences of the client.

When the option to purchase is exercised, the price will be the market value of the system at the time of sale. For legal reasons, FLS Energy is not allowed to determine the precise purchase price at the beginning of the contract term. However, we estimate that in year 7, the purchase price of the system will be \$41,000.

Recommendation on System Size

I recommend starting with a medium size system now and expanding over time.

Until FLS Energy secures a firm REC contract of adequate value, the project will depend on stimulus or other grant money to make business sense. Also, FLS Energy can design the system so it can be easily expanded as additional resources become available. For these reasons, I suggest we start with a 50 kW system, which will require about 4000 square feet of roof space and generate about 72,500 kWh per year of electricity. In the long run, the roof of the Asheville Regional Airport could support as much a 500 kW system.

FLS Energy will design a system that can be expanded over time as resources allow. If additional stimulus money is made available or an improved REC rate can be secured in the near term, we can opt to develop a larger system from the beginning.

Cost and Benefits of a 50 kW System

- Costs to Airport
 - Upfront contribution from the Airport to FLS Energy: **\$20,000**
- Benefits to Airport
 - FLS Energy roof lease payment: **\$4000 per year (guaranteed)**
 - 50% of the value of REC sold for a rate beyond current rate: up to \$2000 additional per year
 - Option to purchase system at market value after year 6
 - Energy generation of 72,500 kWh per year
 - Stewardship and public relations
 - Position the Airport for system expansion in future years



Key parameters of various size projects are presented in the table below.

Size:	50 kW, which can be expanded over time
Roof Lease Payment:	\$4,000
Additional Roof Leases Payment:	Up to \$2,000 per year
Energy Generation: (kWh)	72,500 kWh
Upfront Contribution	\$20,000
NC State Energy Office Grant or Other Stimulus Resources:	\$100,000
Option to Purchase after Year 6:	Yes, at market value – about \$41,000

Environmental Benefits

Solar is a proven technology that can replace polluting fossil fuels with a clean and limitless supply of homegrown energy. Key environmental benefits from the project would include:

- 50 tons of CO2 avoided per year
- 48,000 acres of trees planted equivalent
- 12 cars taken off the road equivalent
- 5 homes electricity needs equivalent

Next Steps

This proposal was designed to enable the Airport to embark on the path of installing solar on its roof with only a small upfront investment. However, to secure stimulus money from the NC State Energy Office or other sources, it is important to be first in line. So here is my suggestion for next steps:

- 1. FLS Energy and the Airport reaches agreement on issues discussed in this proposal
- 2. FLS Energy submits contract for Airport review.
- 3. Airport approves project
- 4. FLS Energy, with Airport support, applies for and secures stimulus money
- 5. FLS Energy's design team conducts a site visit and evaluation, so we can develop a preliminary design for a 50kW system that can be expanded over time
- 6. We finalize the design and installation contract

During this process, FLS Energy continues to seek the best terms to sell solar RECs from this project.



FLS Energy Company Overview

Our Company

FLS Energy, Inc. is a leading clean energy company providing planning, design, and technology installation services. We empower clients to identify and implement holistic and sustainable strategies to improve their bottom line and enhance the environment. Our projects range from one of the largest solar hot water systems in the nation atop a LEED platinum hotel and a seven-acre solar farm to provide electricity to the grid.

Company Mission

Our mission is to establish clean energy technology including solar and efficiency as mainstream through the planning, design and installation of quality, clean energy systems for both businesses and homeowners. We are committed to providing products and services that will save customers money, reduce pollution, and improve national energy security.

Our Team

The FLS Energy Team includes:

Engineers Energy Planners Solar Specialists General Contractors ISO 14000 Auditors Master Electricians Waste Management Experts System Designers Wind Specialists

With over 100 years of combined clean energy and corporate sustainability experience, the FLS team provides creative solutions to meet our customers' needs:

"We are way more than pleased with the good work that FLS Energy did for us.... they are trustworthy, competent and sincere."



Dennis Quaintance, Developer of the Proximity Hotel, 2008



Hardy LeGwin, CEO. Hardy is a premier designer of large-scale solar energy systems. After serving as a rescue pilot and commander in the US Coast Guard, he began his second career as a building designer, with a focus on energy efficiency. He created his first active solar energy system in 1983. In 2006, he designed one of the largest solar hot water projects in the nation on an upscale hotel in North Carolina, and this project was featured in the New York Times. Hardy has published two volumes on construction specifications, which are still carried by the National Association of Home Buildings. Hardy has earned certificates of completion from Solar Energy International in coursework on advanced photovoltaic design.

Michael Shore, MCE, MS, President. Michael is an expert on the renewable energy certificate market, and he played a leading role in crafting the law to make North Carolina the first state in the Southeast to adopt a Renewable Portfolio Standard. He has worked for two decades on energy and environmental issues, and has written extensively on sustainability topics. He served on the US Department of Energy's Efficiency Leadership Group and was a founding board member of NC GreenPower. Michael has also advised both Duke Energy and Progress Energy on efficiency and renewables, and he has been trained in ISO 14000 environmental management systems. He has a Masters in Civil Engineering from North Carolina State University and a second Masters in Environmental Policy from the University of North Carolina at Chapel Hill.

Dale Freudenberger, COO. Dale manages installation of solar energy systems, and his work receives accolades from business owners, engineers and architects. As a general contractor for more than a dozen years, he has hands-on experience in everything from plumbing to electricity to managing large work crews. He is one of just a handful of nationally certified solar installers, and he has consulted on renewable energy issues with major energy and architectural firms, including William McDonough and Partners. Dale has hands-on experience in helping companies find energy efficiency savings in HVAC, lighting, motors, and air compression systems, as well as, extension training on energy systems. Dale has a degree in Business Administration and Accounting.

Frank Marshall, Director of Sales and Marketing.

Frank was born and raised in Western North Carolina. Prior to joining FLS Energy, he was the national sales manager for a leading Swiss computer manufacturer where he helped establish a 580-dealer sales network in North America and the Caribbean. He also co-founded Docusafe, a regional information security firm which was purchased by Iron Mountain, a national leader in information management. In addition to his sales and marketing experience, Frank also worked in property feasibility and appraisal in the Atlanta market. He earned his degree in economics from the University of North Carolina at Chapel Hill.

Brownie Newman, Director of Renewable Energy Purchase Program. Brownie has over a decade of experience working to promote clean, renewable energy in North Carolina. As the former Executive Director of the WNC Alliance and a two-term member of the Asheville City Council, he has been a leader for environmental and economic sustainability in the region. Brownie began working as a project consultant for FLS Energy in 2007. In 2008 he organized FLS Energy Finance to serve as the financing arm for FLS solar projects. FLS Energy Finance provides businesses and organizations with a range of financing options to help make solar energy user-friendly and affordable. Brownie grew up on a working farm in the Blue Ridge Mountains and holds a BA in Political Science from Warren Wilson College.





Talbott Ingram, Project Manager. Tal graduated with an honors degree from Hobart College as well as being named a three time college All-American in sailing. Tal went on to pursue Olympic goals as part of the US Sailing team. He graduated from the New England Fuel Institute and went on to work for the largest propane company in the Northeast as a lead installer. His experience is in designing, installing and servicing high efficiency equipment with the goal of making existing systems more efficient. Installations range from small water heaters to multiple heating systems of commercial grade.

Adam Sacora, Lead Installer. Adam leads FLS Energy's installation crews. He is a graduate of Appalachian State University's appropriate technologies program. He is also a nationally certified (NABCEP) solar energy installer and experienced small wind designer/installer. Adam has extensive OHSA safety training in addition to large project management experience. Prior to joining FLS Energy, Adam worked for a national renewable energy company installing both solar and wind energy systems.

Joe Hallock, MA, Operations. Joe coordinates the installation of FLS Energy systems. He is a graduate of the Appalachian State University appropriate technology Masters Degree program. He has extensive experience designing, installing and repairing solar water heating systems, as well as knowledge of energy efficiency and solar electric, hydro and wind energy technologies. He also has experience as a leader of educational projects related to renewable energy and sustainable living. Previously, Joe has served as facilities manager at North Carolina Outward Bound School and has provided warehouse, vehicle fleet and operations management at Home Energy Partners in Asheville, NC.

Jonathan Gross, CPA, Principal, The Reznick Group

The Reznick Group provides accounting services and business counsel for the FLS Energy's solar tax credit developments. Reznick Group is the 16th largest accounting firm in the United States and has extensive experience and expertise with tax credits, renewable energy developments, project planning and transaction structuring. Jon leads the Charlotte Real Estate Advisory Group and has over 14 years experience of public accounting and private sector experience, which encompasses transaction advisory consulting, financial modeling, audit, cost certification, and other accounting services.

Zoë Gamble Hanes, Esq. Blanco Tackabery

Legal counsel for FLS Energy tax credit projects is provided by Zoë Gamble Hanes, an attorney with Blanco Tackabery in Winston-Salem, NC. Zoe has expertise with legal transactions including creation of project entities, due diligence, use of tax credits and contract matters. Her practice area includes business law, affordable housing, and environmental law. Ms. Hanes is Ms. Hanes received her Juris Doctor and Master of Studies, both magna cum laude, from Vermont Law School. Zoe can be reached at 336-293-9078 or zgh@blancolaw.com.



Our Clients

Our clients and project partners range from Fortune 500 companies to small businesses. Satisfied customers are one of our most valued assets. At FLS Energy we work in partnership with all of our customers to design, develop and install systems that will meet their particular needs. We take pride in our relationships and work hard to deserve the trust our customers place in us.

AB Tech Biltmore Estate Biltmore Farms Bio-Wheels Blue Ridge Paper Farm Bureau Grandfather Mountain Green Sage Café and Coffeehouse Greenbridge Guilford College Hilton Herrington Harbour Kanuga Conference Center Marketplace Restaurant Marriott MegaWatt Solar National Guard Natural Science Center North Carolina State University Penland School of Craft Progress Energy Proximity Hotel REI SAS StarCross Village The Green Sage UNC Chapel Hill YMCA of Charlotte, NC YWCA of Asheville, NC







References

Here are a few businesses and individuals you can contact for further information and feedback regarding the real-world performance and reliability of our systems:

Company Name	Contact	E-mail
BILTMORE FARMS" Established 1897	Lee Thomason	lthomason@biltmorefarms.com
Proximity Hotel	Dennis Quaintance	dq@qwrh.com
Kanuca An Episcopal Center Camp Kanuga	Stanley Hubbard	stan.hubbard@kanuga.org
SAS Institute	Pete Flood	pete.flood@sas.com
Greenbridge	Tim Toben	tobent@bellsouth.net
Coffeehouse & Care	Randy Talley	randytalley@bellsouth.net
Camp Rockmont	David Bruce	info@rockmont.com

Visit our website and read about FLS Energy in the news: http://www.flsenergy.com/news.php



Equipment Specifications

SUNPOWER

BENEFITS

Highest Efficiency

Panel efficiency of 18.7% is higher than any commercially available competitor panel

More Power

SunPower 305 delivers 50% more power per unit area than conventional solar panels and 100% more than thin film solar panels

Reduces Installation Cost

More power per panel means fewer panels per install. This saves both time and money

Reliable and Robust Design

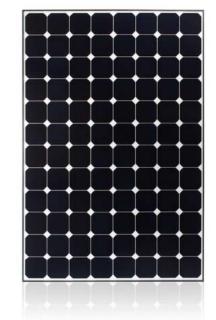
Proven materials, tempered front glass, and a sturdy anodized frame allow panel to operate reliably in multiple mounting configurations



SPR-305-WHT

305 SOLAR PANEL

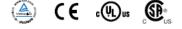
EXCEPTIONAL EFFICIENCY AND PERFORMANCE



The SunPower 305 Solar Panel provides today's highest efficiency and performance. Utilizing 96 next generation SunPower all-back contact solar cells, the SunPower 305 delivers an unprecedented total panel conversion efficiency of 18.7%. The 305 panel's reduced voltagetemperature coefficient and exceptional low-light performance attributes provide outstanding energy delivery per peak power watt.



Comparable systems covering 1000 m ² / 10,750 ft ²								
Thin Film	Conventional	SunPower						
65	165	305						
9.0%	12.0%	18.7%						
90	120	187						
	Thin Film 65 9.0%	Thin Film Conventional 65 165 9.0% 12.0%						







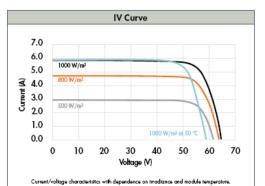
SUNPOWER

Electrical Data							
Measured at Standard Test Conditions (STC): irrediance of 1000/m ³ , oir mass 1.5 g, and cell temperature 25° C							
Pmax	305 W						
Vmp	54.7 V						
Imp	5.58 A						
Voc	64.2 V						
lsc	5.96 A						
IEC, UL	1000 V, 600 V						
Power	–0.38% / °C						
Voltage (Voc)	–176.6 mV/°C						
Current (Isc)	3.5 mA/°C						
	15 A						
	187 W/m², 17.4 W/ft²						
	282.1 W						
	Prace of 1000/m ² , at Prace Vmp Imp Voc Isc Isc IEC, UL Power Voltage (Voc)						

Mechanical Data								
Solar Cells	96 SunPower all-back contact monocrystalline							
Front Glass	4.0 mm (5/32 in) tempered							
Junction Box	IP-65 rated with 3 bypass diades							
Output Cables	900 mm length cables / Multi-Contact connectors							
Frame	Clear anodized aluminum alloy type 6063							
Weight	24 kg, 53 lbs							

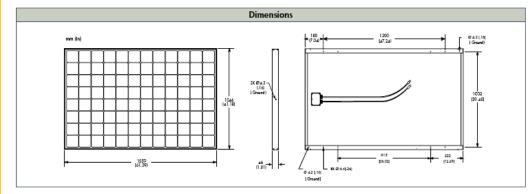
305 SOLAR PANEL

EXCEPTIONAL EFFICIENCY AND PERFORMANCE



Tested Operating Conditions		
Temperature	-40° C to +85° C (-40° F to +185° F)	
Max load	50 psf (2400 Pascals) front and back	
Impact Resistance	Hail – 25mm (1 in) at 23 m/s (52 mph)	

Warranty and Certifications		
Warranty	25 year limited power warranty	
	10 year limited product warranty	
Certifications	IEC 61215 , Safety tested IEC 61730;	
	Tested to UL 1703 by UL or CSA, Class C Fire Rating	



CAUTION: READ SAFETY AND INSTALLATION INSTRUCTIONS BEFORE USING THE PRODUCT. Go to www.sunpowercorp.com/panels for details

About SunPower

SunPower designs, manufactures and delivers high-performance solar electric technology worldwide. Our high-efficiency solar cells generate up to 50 percent more power than conventional solar cells. Our high-performance solar panels, roof tiles and trackers deliver significantly more energy than competing systems.

© Masch 2008 SunPower Corporation. All right reserved. Specifications included in this dotesheet are subject to change without notice.

www.sunpowercorp.com

Document #001-42209 Rev*B





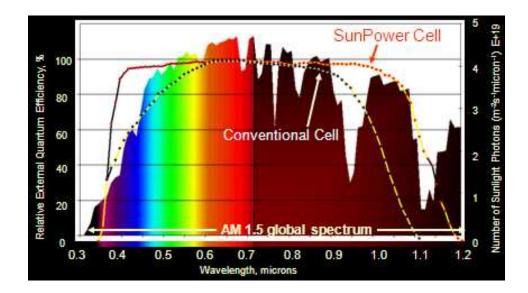
Photovoltaic Modules

SunPower manufactures the highest efficiency modules commercially available, composed of monocrystalline silicon wafers, field-proven as the most stable and reliable of the PV cell types. To further amplify efficiency, SunPower designed cells locating the electrical contacts on the back surface, achieving conversion efficiencies up to 50% higher than conventional solar cells. SunPower's modules do not contain Cadmium an element often found in thin-film solar modules.

Conventional solar cells are not able to efficiently convert very short wavelength (blue) and longer wavelength (infra-red) light into electricity. SunPower solar cells convert virtually every available photon into electricity.

Conventional solar cells convert light into electricity at about half of their theoretical efficiency, wasting the other half as heat. By minimizing these losses, SunPower panels surpass 19% efficiency. Advantages of SunPower's all-back-contact, back-junction solar cells compared with conventional solar cells:

- Higher voltage due to reduced metal/silicon interface area (contact made through small holes in insulating oxide)
- Higher current since no light is blocked at the front surface by electrical contacts
- Better aesthetics, with no highly visible reflective grid lines and metal interconnect ribbons
- Ease of module assembly since all electrical contacts are in -plane behind the cell circuit.





Equipment Specifications

SUNPOWER

BENEFITS

Reliable and Robust Design Proven track record for durability and longevity

Effective Power Range

Enables most systems to use a single inverter rather than multiple units

Commercial Use

Flexible AC voltage output and scalable building blocks create an easy solution for commercial applications

High Efficiency

Weighted CEC efficiency over 95.5% and peak efficiency over 97%

Reduced Installation Cost

Integrated AC-DC disconnect with fuses lowers material costs and labor requirements

Attractive Aesthetics

Integrated disconnect eliminates need for visible conduits to inverter



SPR-5000m, SPR-6000m & SPR-7000m

5000m, 6000m & 7000m INVERTERS

EXCEPTIONAL RELIABILITY AND PERFORMANCE



The SunPower inverters 5000m, 6000m & 7000m provide exceptional reliability and market-leading design flexibility. The SPRm line of Solar Inverters can be easily applied in residential or commercial installations. All models come with a 10-year warranty.

www.sunpowercorp.com



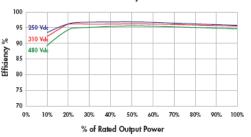
SUNPOWER

5000m, 6000m & 7000m INVERTERS

EXCEPTIONAL RELIABILITY AND PERFORMANCE

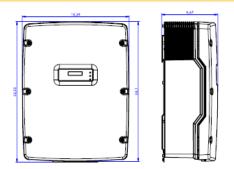
	Electrical	Data	
	SPR-5000m	SPR-6000m	SPR-7000m
AC Power	5000 W	6000 W	7000 W
AC Max Output Current (@ 208V, 240V, 277V):	24A, 20.8A, 18A	29A, 25A, 21.6A	34A, 29A, 25.3A
AC Nominal Voltage / Range	183 - 229 V @ 209 VAC 211 - 264 V @ 240 VAC 244 - 305 V @ 277 VAC	183 – 229 V @ 208 VAC 211 – 264 V @ 240 VAC 244 – 305 V @ 277 VAC	183 - 229 V @ 208 VAC 211 - 264 V @ 240 VAC 244 - 305 V @ 277 VAC
AC Freq / Range	60 Hz / 59.3 Hz – 60.5 Hz	60 Hz / 59.3 Hz – 60.5 Hz	60 Hz / 59.3 Hz - 60.5 Hz
Power Factor	1	1	1
Peak Inverter Efficiency	96.8%	97.0%	97.1%
CEC Weighted	95.5 % @ 208 V 95.5 % @ 240 V	95.5 % @ 208 V 95.5 % @ 240 V	96.0 % @ 208 V 96.0 % @ 240 V
Efficiency	95.5 % @ 240 V 95.5 % @ 277 V	95.5 % @ 240 V 96.0 % @ 277 V	96.0 % @ 240 V 96.0 % @ 240V
Recommended Array Input Power (DC @ STC)	5300 W	6400 W	7500 W
DC Input Voltage Range	250 - 600 V	250 - 600 V	250 - 600 V
Peak Power Tracking Voltage	250 - 480 V	250 - 480 V	250 - 480 V
DC Max. Input Current	21 A	25 A	30 A
DC Voltage Ripple		< 5%	
No. of Fused String Inputs		4	
Power Consump: Standby / Nighttime	<7 W / 0.25 W		
Fused DC & AC Disconnect	Standard; Complies with NEC Standards		
	Positive Ground		

SPRm Efficiency Curves



Mechanical Data			
Shipping Dimensions W x H x D inches	23.5" x 31.0" x 16.0"		
Unit Dimensions W x H x D inches	18.4" x 24.1" x 9.5"		
Inverter Weight	143 lbs		
Shipping Weight	154 lbs		
Cooling	Forced Air / Sealed Electronics Enclosure		
Enclosure	NEMA 3R		
Mounting	Wall Mount Bracket Standard		
Ambient Temperature Range	–13 to +113 °F		

Warranty and Certifications		
Warranty	10 year limited warranty	
Certifications	Compliance: IEEE-929, IEEE-1547, UL 1741-2005, UL 1998, FCC Part 15 A & B	



Power

SunPower designs, manufactures and delivers high-performance solar electric technology worldwide. Our high-efficiency solar cells generate up to 50 percent more power than conventional solar cells. Our high-performance solar panels, roof tiles and trackers deliver significantly more energy than competing systems.

June 2007 SunPower Corporation. All rights reserved. Specifications included in this datasheet are subject to change without notice.

www.sunpowercorp.com

Document # 001-16967 Rev **



MEMORANDUM

TO: Members of the Airport Authority

FROM: David N. Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item L

Approval of Westside Site Preparation Project with Charah, Inc.

BACKGROUND

In November 2007, the Authority entered into an agreement with Charah, Inc. for site preparation work as a part of the North General Aviation Development Project. This project is moving along well and has proved to be a very cost effective solution for the Authority when it comes to requiring a large amount of structural fill to prepare a site for development.

ISSUES

Charah has approached Staff about being interested in the potential to prepare other site locations on airport property for development. Together, Staff and Charah have identified two (2) additional locations on the westside of the airport that would be sound candidates for the use of the structural fill material currently being used for the North General Aviation Development Project (see Exhibit A).

The addition of the identified areas and work to be completed would be outlined in an amendment to the existing agreement between the Authority and Charah.

ALTERNATIVES

The Authority Board could elect not to move forward with the proposed additional areas.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item L Approval of Westside Site Preparation Project with Charah, Inc. Page 2

FISCAL IMPACT

All costs including engineering, permits, placement and compaction of the structural fill material and cap material would be borne by Charah. There would be no out of pockets costs for the Authority with respect to the addition of these areas to the project.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve the addition of the two (2) westside sites through an amendment to the current agreement between the Authority and Charah, Inc. as outlined above; and (2) authorize the Airport Director to execute the necessary documents.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item L Approval of Westside Site Preparation Project with Charah, Inc. Page 3



Exhibit A



MEMORANDUM

TO: Members of the Airport Authority

FROM: David Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item M

Approval of Space/Use/Operating Permit with WNC Aviation

BACKGROUND

As has been previously discussed with the Authority Board, Staff and WNC Aviation have been discussing WNC Aviation leasing the Lacy Griffin Building.

Normally for a Space/Use/Operating Permit (Permit), Staff would not present the item to the Authority Board for approval. However since there will be some improvements to the building and property being required for this project, Staff thought it would be appropriate to seek the Authority Board's approval.

ISSUES

The Permit itself is a standard Permit approved by the Authority Board. The Permit will be for a term of five (5) years, but terminable on one hundred and eighty (180) days notice by either party.

WNC Aviation has requested that several improvements be made to the building and property. Staff engaged a local contractor to provide a cost estimated for the work requested. The total cost of the requested improvements is approximately \$22,000.00. In addition, the building needs to be repainted and/or skinned, and the landscaping needs to be improved at an estimated cost of \$25,000.00.

Staff has discussed a couple of different options with WNC Aviation as to the best way to deliver the requested improvements to include:

New Business – Item M



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item M Approval of Space/Use/Operating Permit with WNC Aviation Page 2

- 1. The Authority completing the work and recouping the cost for the improvements through a rent surcharge on an agreed upon amortization schedule.
- 2. WNC Aviation completing the work and receiving a rent credit on an agreed upon amortization schedule, subject to pre-approval of the improvements to be made and the costs for such improvements.
- 3. WNC Aviation would oversee/complete the work and be reimbursed by the Authority, subject to pre-approval of the improvements to be made and the costs for such improvements. The Authority would then recoup the costs for the improvements through a rent surcharge on an agreed upon amortization schedule.

Staff would prefer option 3 due to the heavy workload that Staff will be under with several new construction projects getting underway.

WNC Aviation has committed to make the main conference room, kitchen area and restroom available to other aviation groups associated with the airport for meetings at no cost. As such, Staff has prorated the monthly rent that WNC Aviation would pay for the building (see Attachment A).

WNC Aviation would be responsible for all maintenance and utilities associated with the building and property, with the exception of structural and roof maintenance.

ALTERNATIVES

The Authority Board could elect not to move forward with the proposed Permit.

FISCAL IMPACT

The Authority would receive a total of \$17,476.33 in rent for the first year. In addition, the Authority would save approximately \$7,500.00 in annual utility and maintenance costs associated with the building. The requested improvements to be made to the building total approximately \$22,000.00, and will be amortized over a five (5) year period. The improvements to the exterior of the building and landscaping would be absorbed by the Airport Authority to preserve the useful life of the building.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item M Approval of Space/Use/Operating Permit with WNC Aviation Page 3

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve a Space/Use/Operating Permit with WNC Aviation, which substantially includes the items outlined above; (2) the expenditure of up to \$47,000.00 plus a 10% contingency for improvements to the building and property; and (3) authorize the Airport Director to execute the necessary documents.

Attachment A

Lacy Griffin Building Analysis for WNC Aviation Asheville Regional Airport 9-Apr-09

Appraised Value as of February 26, 2009	\$ 287,000
Building Sq. Ft.	3,023
Land Area Sq. Ft.	33,715
Annual Based Rent - 8% of Appraised Value (a	\$ 22,960
Monthly Rent	\$ 1,913.33
Adjusted Building Sq. Ft. based on partial use of training room and kitchen areas (b)	2,301
Adjusted Annual Rent	\$ 17,476.33
Adjusted Monthly Rent	\$ 1,456.36

a. Normal percentage rate is 10% of appraised value.

Due to aviation flight school usage rate has been reduced to 8%. b. Building square footage has been reduced by 50% of the area comprising the large training room, kitchen area and other adjacent areas (Approximately 1,444 S.F./2 = 722 S.F.). This is being done to recongize that these areas will provided for use as needed by the CAP and other local aviation associations.



MEMORANDUM

TO: Members of the Airport Authority

FROM: David Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – New Business Item N

Approval of Space/Use/Operating Permit with AdvantageWest

BACKGROUND

Staff has been discussing the execution of a new building lease with AdvantageWest for several years. Currently AdvantageWest is on a month-to-month lease.

Normally for a Space/Use/Operating Permit (Permit), Staff would not present the item to the Authority Board for approval. However since there will be some improvements to the building and property being required for this project, Staff thought it would be appropriate to seek the Authority Board's approval.

ISSUES

Staff has negotiated a new Permit with AdvantageWest. The Permit itself is a standard Permit approved by the Authority Board. The Permit would have a five (5) term, but be terminable on one-hundred and eighty (180) days notice by either party.

AdvantageWest has requested a few improvements to the building and property including the re-carpeting of the entire building and upgrades to the landscaping around the building. The total cost of the requested improvements is estimated at \$25,000.00.

AdvantageWest would be responsible for all maintenance and utilities associated with the building and property, with the exception of structural and roof maintenance.



ASHEVILLE REGIONAL AIRPORT AUTHORITY New Business Item N Approval of Space/Use/Operating Permit with AdvantageWest Page 2

ALTERNATIVES

The Authority Board could elect not to move forward with the proposed Permit.

FISCAL IMPACT

The Authority would receive a total of \$79,249.50 in rent for the first year. The rent will be adjusted annually by the Consumer Price Index. The Authority would expend approximately \$25,000.00 for certain improvements to be made to the building and property.

RECOMMENDED ACTION

It is respectfully requested that the Airport Authority Board resolve to (1) approve a Space/Use/Operating Permit with AdvantageWest, which substantially includes the items outlined above; (2) the expenditure of up to \$25,000.00 plus a 10% contingency for improvements to the building and property; and (3) authorize the Airport Director to execute the necessary documents.



MEMORANDUM

TO: Members of the Airport Authority

FROM: David N. Edwards, Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – Information Section Item A

April, 2009 Traffic Report – Asheville Regional Airport

<u>SUMMARY</u>

April 2009 overall passenger traffic numbers were up 15.7%. Passenger traffic numbers reflect a 17.8% increase in passenger enplanements from April 2008.

AIRLINE PERFORMANCE

<u>Delta Airlines</u>: Delta's April 2009 enplanements increased by 40.1% compared to April 2008. There were five (5) flight cancellations for the month.

<u>Continental Airlines</u>: Continental's April 2009 passenger enplanements increased by 15.6% compared to April 2008. There were no flight cancellations for the month.

<u>Northwest Airlines</u>: Year over Year passenger enplanements for Northwest in April 2009 were down 23.1%. There were no flight cancellations for the month.

<u>US Airways</u>: US Airways' April 2009 passenger enplanements represent a 12.4% increase. There were six (6) flight cancellations for the month.

Monthly Traffic Report Asheville Regional Airport



April 2009

Category	Apr 2009	Apr 2008	Percentage Change	*CYTD-2009	*CYTD-2008	Percentage Change	*MOV12-2009	*MOV12-2008	Percentage Change
Category	Api 2009	Api 2000	Change	CTTD-2009	GTTD-2000	Change	1010 1 12-2003	1010 0 12-2000	Change
Passenger Traffi	С								
Enplaned	23,782	20,190	17.8%	81,755	75,391	8.4%	285,843	287,845	-0.7%
Deplaned	<u>23,985</u>	<u>21,091</u>	13.7%	<u>80,731</u>	74,764	8.0%	<u>284,415</u>	<u>282,054</u>	0.8%
Total	47,767	41,281	15.7%	162,486	150,155	8.2%	570,258	569,899	0.1%
Aircraft Operatio	ons								
Airlines	7	71	-90.1%	79	386	-79.5%	1,058	1,588	-33.4%
Commuter /Air Taxi	<u>1,414</u>	<u>1,337</u>	5.8%	5,105	5,102	0.1%	18,965	19,029	-0.3%
Subtotal	<u>1,421</u>	<u>1,408</u>	0.9%	<u>5,184</u>	<u>5,488</u>	-5.5%	20,023	<u>20,617</u>	-2.9%
General Aviation	3,569	4,237	-15.8%	12,469	15,630	-20.2%	50,158	58,873	-14.8%
Military	<u>261</u>	<u>198</u>	31.8%	<u>1,010</u>	<u>683</u>	47.9%	<u>3,221</u>	<u>2,430</u>	32.6%
Subtotal	<u>3,830</u>	<u>4,435</u>	-13.6%	<u>13,479</u>	<u>16,313</u>	-17.4%	<u>53,379</u>	<u>61,303</u>	-12.9%
Total	5,251	5,843	-10.1%	18,663	21,801	-14.4%	73,402	81,920	-10.4%
Fuel Gallons									
100LL	15,105	17,588	-14.1%	51,049	63,862	-20.1%	221,040	273,423	-19.2%
Jet A (GA)	59,281	103,774	-42.9%	226,264	334,600	-32.4%	1,257,479	1,646,694	-23.6%
Subtotal	<u>74,386</u>	<u>121,362</u>	-38.7%	<u>277,313</u>	<u>398,462</u>	-30.4%	<u>1,478,519</u>	<u>1,920,117</u>	-23.0%
Jet A (A/L)	<u>201,556</u>	<u>197,798</u>	1.9%	773,402	<u>818,179</u>	-5.5%	2,843,607	<u>2,806,888</u>	1.3%
Total	275,942	319,160	-13.5%	1,050,715	1,216,641	-13.6%	4,322,126	4,727,005	-8.6%

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

Airline Enplanements, Seats, and Load Factors Asheville Regional Airport



April 2009

	Apr 2009	Apr 2008	Percentage Change	*CYTD-2009	*CYTD-2008	Percentage Change
Continental Airlines						
Enplanements	2,312	2,000	15.6%	7,081	7,506	-5.7%
Seats	3,150	2,944	7.0%	11,900	10,969	8.5%
Load Factor	73.4%	67.9%	8.0%	59.5%	68.4%	-13.0%
Delta Air Lines						
Enplanements	10,714	7,646	40.1%	34,662	29,723	16.6%
Seats	14,600	10,646	37.1%	48,100	41,225	16.7%
Load Factor	73.4%	71.8%	2.2%	72.1%	72.1%	-0.1%
Northwest Airlines						
Enplanements	2,365	3,076	-23.1%	9,288	10,651	-12.8%
Seats	2,800	4,300	-34.9%	12,400	16,800	-26.2%
Load Factor	84.5%	71.5%	18.1%	74.9%	63.4%	18.1%
JS Airways						
Enplanements	8,391	7,468	12.4%	30,482	27,511	10.8%
Seats	9,929	10,065	-1.4%	38,489	38,765	-0.7%
Load Factor	84.5%	74.2%	13.9%	79.2%	71.0%	11.6%
Fotals						
Enplanements	23,782	20,190	17.8%	81,513	75,391	8.1%
Seats	30,479	27,955	9.0%	110,889	107,759	2.9%
Load Factor	78.0%	72.2%	8.0%	73.5%	70.0%	5.1%

Wednesday, May 27, 2009

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

Airline Flight Completions Asheville Regional Airport

April 2009

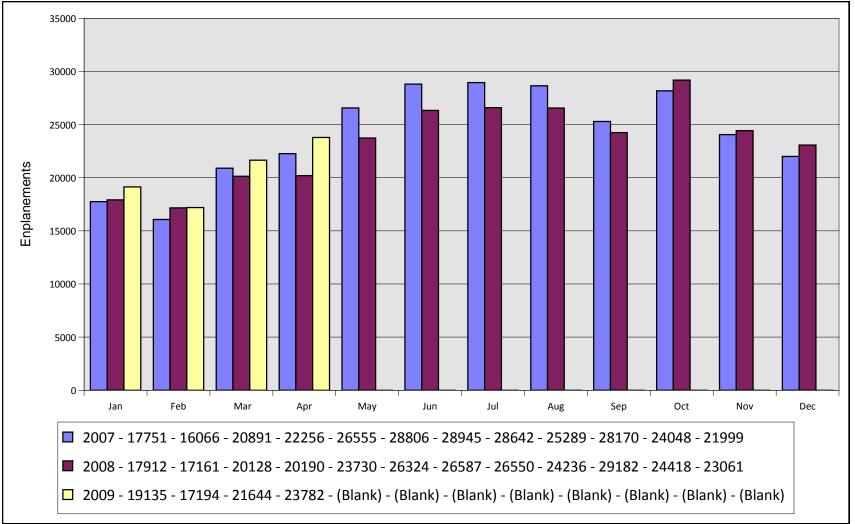


	Scheduled		Cancellatio	ons Due To		Total	Percentage of
Airline	Flights	Field	Mechanical	Weather	Other	Cancellations	Completed
Continental Airlines	63	0	0	0	0	0	100.0%
Delta Air Lines	295	0	5	0	0	5	98.3%
Northwest Airlines	56	0	0	0	0	0	100.0%
US Airways	216	0	4	2	0	6	97.2%
Total	630	0	9	2	0	11	98.3%

Wednesday, May 27, 2009

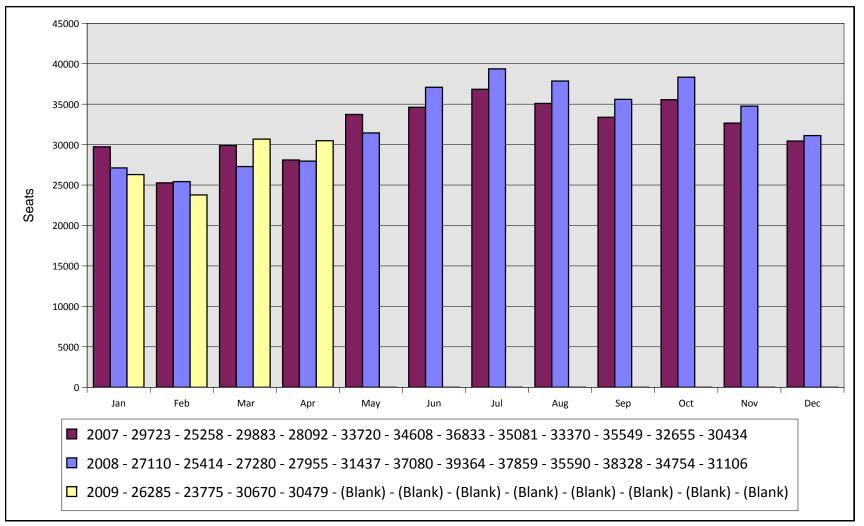
Monthly Enplanements By Year Asheville Regional Airport





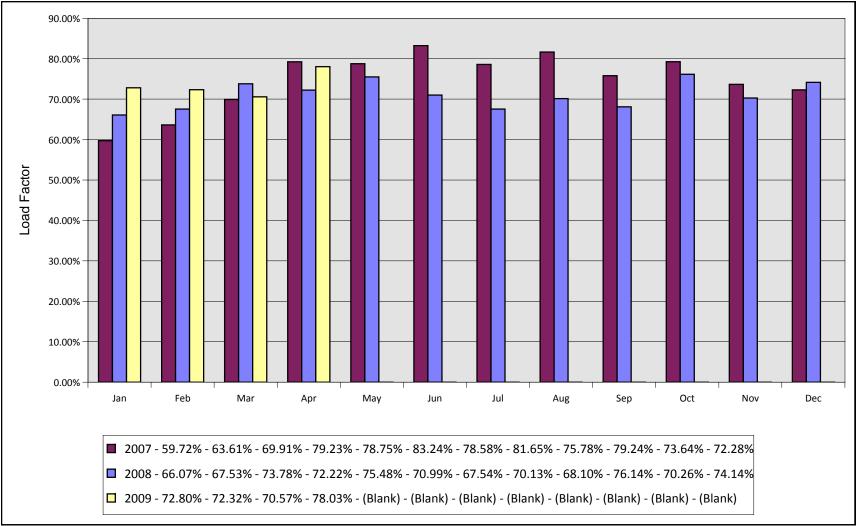
Monthly Seats By Year Asheville Regional Airport





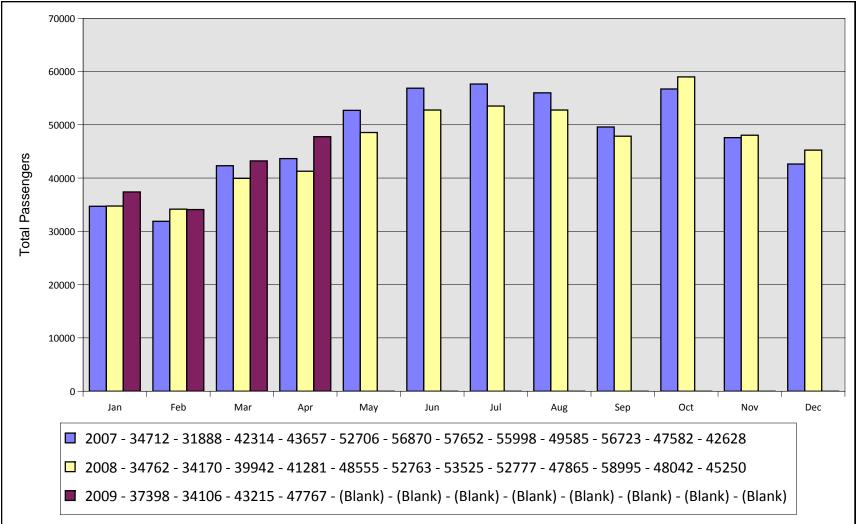
Monthly Load Factors By Year Asheville Regional Airport





Total Monthly Passengers By Year Asheville Regional Airport

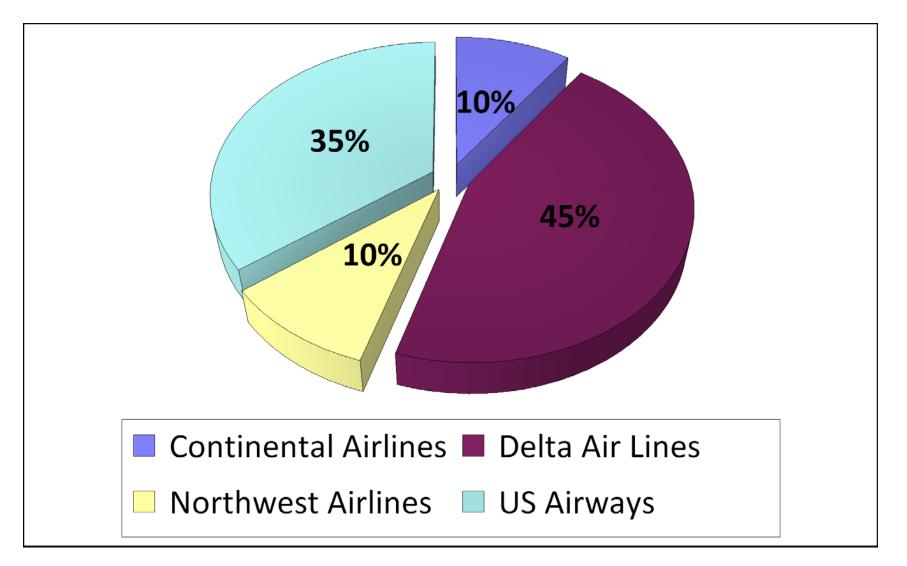


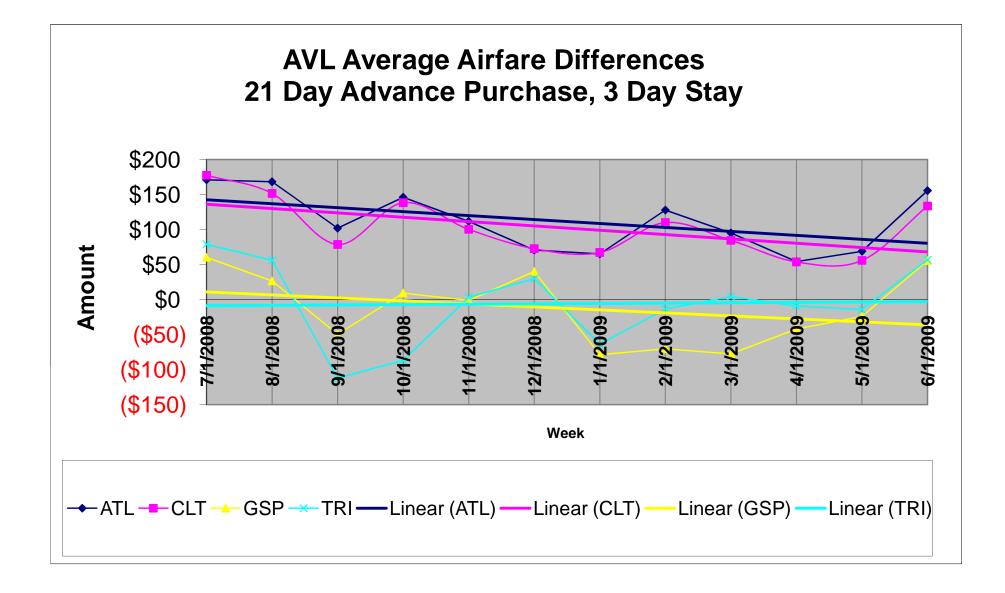


Airline Market Share Analysis (Enplanements) Asheville Regional Airport



Report Period From April 2009 Through April 2009





Asheville Regional Airport Sample airfares as of 06/04/09 21 Day Advance Purchase, 3 day Stay

							Difference in Fares			
		<u>ASHEVILLE</u>	ATLANTA	<u>CHARLOTTE</u>	GREENVILLE	TRI-CITIES	ATLANTA	<u>CHARLOTTE</u>	<u>GREEVILLE</u>	TRI-CITIES
ABQ	Albuquerque	\$574	\$396	\$418	\$475	\$544	\$178	\$156	\$99	\$30
ATL	Atlanta	\$235		\$147	\$208	\$263	\$235	\$88	\$27	(\$28)
AUS	Austin	\$368	\$312	\$238	\$389	\$322	\$56	\$130	(\$21)	\$46
BWI	Baltimore	\$358	\$214	\$137	\$302	\$245	\$144	\$221	\$56	\$113
BOS	Boston	\$371	\$239	\$208	\$318	\$283	\$132	\$163	\$53	\$88
ORD	Chicago	\$359	\$199	\$283	\$416	\$241	\$160	\$76	(\$57)	\$118
CVG	Cincinnati	\$295	\$208	\$276	\$217	\$251	\$87	\$19	\$78	\$44
CLE	Cleveland	\$366	\$192	\$287	\$292	\$224	\$174	\$79	\$74	\$142
DFW	Dallas	\$430	\$187	\$235	\$304	\$317	\$243	\$195	\$126	\$113
DEN	Denver	\$503	\$289	\$348	\$385	\$400	\$214	\$155	\$118	\$103
DTW	Detroit	\$419	\$209	\$277	\$330	\$305	\$210	\$142	\$89	\$114
FLL	Fort Lauderdale	\$369	\$159	\$197	\$389	\$237	\$210	\$172	(\$20)	\$132
RSW	Ft.Myers	\$455	\$229	\$333	\$338	\$290	\$226	\$122	\$117	\$165
BDL	Hartford	\$372	\$291	\$213	\$230	\$277	\$81	\$159	\$142	\$95
IAH	Houston	\$438	\$227	\$315	\$313	\$321	\$211	\$123	\$125	\$117
IND	Indianapolis	\$309	\$199	\$177	\$229	\$303	\$110	\$132	\$80	\$6
JAX	Jacksonville	\$337	\$174	\$248	\$302	\$241	\$163	\$89	\$35	\$96
MCI	Kansas City	\$358	\$234	\$198	\$313	\$320	\$124	\$160	\$45	\$38
LAS	Las Vegas	\$587	\$418	\$431	\$465	\$614	\$169	\$156	\$122	(\$27)
LAX	Los Angeles	\$423	\$353	\$372	\$427	\$459	\$70	\$51	(\$4)	(\$36)
MHT	Manchester	\$458	\$343	\$351	\$448	\$383	\$115	\$107	\$10	\$75
MEM	Memphis	\$399	\$174	\$300	\$245	\$397	\$225	\$99	\$154	\$2
MIA	Miami	\$372	\$169	\$217	\$399	\$293	\$203	\$155	(\$27)	\$79
MKE	Milwaukee	\$373	\$204	\$197	\$321	\$424	\$169	\$176	\$52	(\$51)
MSP	Minneapolis/Saint Paul	\$400	\$228	\$291	\$312	\$431	\$172	\$109	\$88	(\$31)
BNA	Nashville	\$321	\$273	\$176	\$390	\$393	\$48	\$145	(\$69)	(\$72)
MSY	New Orleans	\$395	\$208	\$237	\$279	\$475	\$187	\$158	\$116	(\$80)
LGA	New York	\$300	\$239	\$177	\$327	\$327	\$61	\$123	(\$27)	(\$27)
EWR	Newark	\$426	\$238	\$177	\$342	\$273	\$188	\$249	\$84	\$153
MCO	Orlando	\$377	\$204	\$196	\$332	\$304	\$173	\$181	\$45	\$73
PHL	Philadelphia	\$391	\$224	\$168	\$265	\$277	\$167	\$223	\$126	\$114
PHX	Phoenix	\$318	\$279	\$262	\$382	\$348	\$39	\$56	(\$64)	(\$30)
PIT	Pittsburgh	\$335	\$209	\$222	\$260	\$281	\$126	\$113	\$75	\$54
PDX	Portland	\$633	\$545	\$427	\$552	\$593	\$88	\$206	\$81	\$40

Asheville Regional Airport Sample airfares as of 06/04/09 21 Day Advance Purchase, 3 day Stay

PVD	Providence	\$376	\$286	\$245	\$230	\$237	\$90	\$131	\$146	\$139
RDU	Raleigh/Durham	\$395	\$159	\$306	\$247	\$281	\$236	\$89	\$148	\$114
RIC	Richmond	\$419	\$189	\$171	\$309	\$281	\$230	\$248	\$110	\$138
STL	Saint Louis	\$405	\$193	\$162	\$295	\$241	\$212	\$243	\$110	\$164
SLC	Salt Lake City	\$513	\$341	\$368	\$379	\$525	\$172	\$145	\$134	(\$12)
SAT	San Antonio	\$378	\$239	\$268	\$381	\$308	\$139	\$110	(\$3)	\$70
SAN	San Diego	\$384	\$339	\$357	\$427	\$526	\$45	\$27	(\$43)	(\$142)
SFO	San Francisco	\$477	\$344	\$437	\$500	\$552	\$133	\$40	(\$23)	(\$75)
SRQ	Sarasota/Bradenton	\$464	\$199	\$253	\$332	\$243	\$265	\$211	\$132	\$221
SEA	Seattle	\$643	\$413	\$448	\$585	\$574	\$230	\$195	\$58	\$69
SYR	Syracuse	\$322	\$306	\$241	\$314	\$293	\$16	\$81	\$8	\$29
TPA	Tampa	\$326	\$199	\$248	\$336	\$246	\$127	\$78	(\$10)	\$80
YYZ	Toronto	\$500	\$235	\$349	\$241	\$472	\$265	\$151	\$259	\$28
DCA	Washington DC	\$311	\$214	\$273	\$416	\$282	\$97	\$38	(\$105)	\$29
IAD	Washington DC	\$344	\$214	\$273	\$416	\$282	\$130	\$71	(\$72)	\$62
PBI	West Palm Beach	\$404	\$169	\$267	\$399	\$243	\$235	\$137	\$5	\$161

*These sample airfares were available 06/04/09, based on a 21 day advance purchase and a 3 day stay. Other restrictions may apply. To obtain the most up-to-date pricing information for your travel needs, please contact your professional travel agent or visit the following web sites: www.continental.com; www.delta.com; www.nwa.com; www.usairways.com; www.travelocity.com; www.orbitz.com; or www.expedia.com. Airfares are subject to change without notice - and lower airfares are often not available on all dates. Please see our "special airfares" section on our web site for any last minute airfare specials. Sample airfares will be updated each Tuesday.

Blue highlighted numbers represent fare differentials in excess of \$35 for GSP, \$70 for CLT, \$100 for ATL, and \$35 for TRI.

\$57 Average Fare difference

\$56

\$156

\$134

Asheville Regional Airport Sample airfares as of 06/04/09 0 Day Advance Purchase, 3 day Stay

							Difference in Fares			
		ASHEVILLE	<u>ATLANTA</u>	<u>CHARLOTTE</u>	GREENVILLE	TRI-CITIES	ATLANTA	<u>CHARLOTTE</u>	GREENVILLE	TRI-CITIES
ABQ	Albuquerque	\$586	\$585	\$283	\$958	\$908	\$1	\$303	(\$372)	(\$322)
ATL	Atlanta	\$363		\$352	\$344	\$369	\$363	\$11	\$19	(\$6)
AUS	Austin	\$582	\$411	\$446	\$446	\$695	\$171	\$136	\$136	(\$113)
BWI	Baltimore	\$315	\$373	\$204	\$661	\$245	(\$58)	\$111	(\$346)	\$70
BOS	Boston	\$276	\$259	\$237	\$384	\$323	\$17	\$39	(\$108)	(\$47)
ORD	Chicago	\$275	\$188	\$297	\$503	\$321	\$87	(\$22)	(\$228)	(\$46)
CVG	Cincinnati	\$331	\$243	\$585	\$283	\$391	\$88	(\$254)	\$48	(\$60)
CLE	Cleveland	\$617	\$324	\$417	\$461	\$710	\$293	\$200	\$156	(\$93)
DFW	Dallas	\$618	\$269	\$616	\$598	\$442	\$349	\$2	\$20	\$176
DEN	Denver	\$526	\$289	\$228	\$654	\$644	\$237	\$298	(\$128)	(\$118)
DTW	Detroit	\$537	\$376	\$517	\$718	\$712	\$161	\$20	(\$181)	(\$175)
FLL	Fort Lauderdale	\$333	\$278	\$338	\$672	\$357	\$55	(\$5)	(\$339)	(\$24)
RSW	Ft.Myers	\$659	\$457	\$363	\$792	\$543	\$202	\$296	(\$133)	\$116
BDL	Hartford	\$256	\$590	\$247	\$270	\$297	(\$334)	\$9	(\$14)	(\$41)
IAH	Houston	\$678	\$364	\$505	\$740	\$683	\$314	\$173	(\$62)	(\$5)
IND	Indianapolis	\$604	\$379	\$191	\$437	\$669	\$225	\$413	\$167	(\$65)
JAX	Jacksonville	\$289	\$303	\$298	\$741	\$331	(\$14)	(\$9)	(\$452)	(\$42)
MCI	Kansas City	\$405	\$423	\$194	\$660	\$323	(\$18)	\$211	(\$255)	\$82
LAS	Las Vegas	\$568	\$588	\$313	\$488	\$614	(\$20)	\$255	\$80	(\$46)
LAX	Los Angeles	\$538	\$522	\$287	\$952	\$472	\$16	\$251	(\$414)	\$66
MHT	Manchester	\$410	\$415	\$296	\$645	\$241	(\$5)	\$114	(\$235)	\$169
MEM	Memphis	\$723	\$343	\$518	\$564	\$630	\$380	\$205	\$159	\$93
MIA	Miami	\$497	\$282	\$307	\$505	\$504	\$215	\$190	(\$8)	(\$7)
MKE	Milwaukee	\$292	\$284	\$192	\$409	\$591	\$8	\$100	(\$117)	(\$299)
MSP	Minneapolis/Saint Paul	\$483	\$404		\$443	\$707	\$79	\$483	\$40	(\$224)
BNA	Nashville	\$799	\$560	\$235	\$714	\$1,009	\$239	\$564	\$85	(\$210)
MSY	New Orleans	\$529	\$439	\$450	\$774	\$828	\$90	\$79	(\$245)	(\$299)
LGA	New York	\$405	\$499	\$327	\$706	\$477	(\$94)	\$78	(\$301)	(\$72)
EWR	Newark	\$318	\$360	\$367	\$611	\$680	(\$42)	(\$49)	(\$293)	(\$362)
MCO	Orlando	\$227	\$237	\$231	\$593	\$543	(\$10)	(\$4)	(\$366)	(\$316)
PHL	Philadelphia	\$322	\$269	\$227	\$312	\$317	\$53	\$95	\$10	\$5
PHX	Phoenix	\$335	\$529	\$307	\$794	\$387	(\$194)	\$28	(\$459)	(\$52)
PIT	Pittsburgh	\$291	\$226	\$208	\$309	\$281	\$65	\$83	(\$18)	\$10
PDX	Portland	\$537	\$749	\$308	\$885	\$578	(\$212)	\$229	(\$348)	(\$41)

Asheville Regional Airport Sample airfares as of 06/04/09 0 Day Advance Purchase, 3 day Stay

PVD	Providence	\$275	\$412	\$236	\$270	\$237	(\$137)	\$39	\$5	\$38
RDU	Raleigh/Durham	\$731	\$161	\$431	\$716	\$912	\$570	\$300	\$15	(\$181)
RIC	Richmond	\$622	\$363	\$522	\$714	\$942	\$259	\$100	(\$92)	(\$320)
STL	Saint Louis	\$612	\$229	\$411	\$631	\$541	\$383	\$201	(\$19)	\$71
SLC	Salt Lake City	\$764	\$584	\$595	\$1,058	\$974	\$180	\$169	(\$294)	(\$210)
SAT	San Antonio	\$733	\$542	\$463	\$494	\$558	\$191	\$270	\$239	\$175
SAN	San Diego	\$618	\$479	\$415	\$669	\$654	\$139	\$203	(\$51)	(\$36)
SFO	San Francisco	\$437	\$396	\$228	\$1,020	\$487	\$41	\$209	(\$583)	(\$50)
SRQ	Sarasota/Bradenton	\$838	\$387	\$509	\$699	\$543	\$451	\$329	\$139	\$295
SEA	Seattle	\$358	\$582	\$300	\$859	\$397	(\$224)	\$58	(\$501)	(\$39)
SYR	Syracuse	\$335	\$514	\$237	\$705	\$383	(\$179)	\$98	(\$370)	(\$48)
TPA	Tampa	\$323	\$343	\$258	\$799	\$363	(\$20)	\$65	(\$476)	(\$40)
YYZ	Toronto	\$1,311	\$732	\$677	\$759	\$1,335	\$579	\$634	\$552	(\$24)
DCA	Washington DC	\$295	\$422	\$402	\$968	\$459	(\$127)	(\$107)	(\$673)	(\$164)
IAD	Washington DC	\$295	\$428	\$402	\$872	\$401	(\$133)	(\$107)	(\$577)	(\$106)
PBI	West Palm Beach	\$698	\$345	\$516	\$742	\$543	\$353	\$182	(\$44)	\$155

*These sample airfares were available 06/04/09, based on a 0 day advance purchase and a 3 day stay. Other restrictions may apply. To obtain the most up-to-date pricing information for your travel needs, please contact your professional travel agent or visit the following web sites: www.continental.com; www.delta.com;

www.nwa.com; www.usairways.com; www.travelocity.com; www.orbitz.com; or www.expedia.com. Airfares are subject to change without notice - and lower airfares are often not available on all dates. Please see our "special airfares" section on our web site for any last minute airfare specials. Sample airfares will be updated each Tuesday. Blue highlighted numbers represent fare differentials in excess of \$35 for GSP, \$70 for CLT, \$100 for ATL, and \$35 for TRI.

(\$56) Average Fare difference

(\$145)

\$101

\$146

Schedule Compare Report for all Airlines for Passenger flights between AVL and ALL for Jun09 vs. Jun08

		Ops/V	Veek		Seats/Week					
AI	Jun09	Jun08	Diff	Pct Chg	Jun09	Jun08	Diff	Pct Chg		
DL	152	120	32	26.67	7,600	6,332	1,268	20.03		
FL	4	0	4	100.00	468	0	468	100.00		
US	98	126	-28	-22.22	4,900	5,754	-854	-14.84		
CO	30	72	-42	-58.33	1,500	3,548	-2,048	-57.72		
NW	14	56	-42	-75.00	700	2,800	-2,100	-75.00		
TOTAL	298	374	-76	-20.32	15,168	18,434	-3,266	-17.72		

Schedule Compare Report for all Airlines for Passenger flights between AVL and ALL for Jul09 vs. Jul08

		Ops/V	Veek		Seats/Week					
AI	Jul09	Jul08	Diff	Pct Chg	Jul09	Jul08	Diff	Pct Chg		
DL	142	122	20	16.39	7,100	6,704	396	5.91		
FL	6	0	6	100.00	702	0	702	100.00		
US	98	126	-28	-22.22	4,900	5,754	-854	-14.84		
NW	14	56	-42	-75.00	700	2,800	-2,100	-75.00		
CO	28	72	-44	-61.11	1,400	3,548	-2,148	-60.54		
TOTAL	288	376	-88	-23.40	14,802	18,806	-4,004	-21.29		

Schedule Compare Report for all Airlines for Passenger flights between AVL and ALL for Aug09 vs. Aug08

		Ops/V	Veek		Seats/Week					
AI	Aug09	Aug08	Diff	Pct Chg	Aug09	Aug08	Diff	Pct Chg		
DL	138	106	32	30.19	6,900	6,274	626	9.98		
FL	6	0	6	100.00	702	0	702	100.00		
US	98	124	-26	-20.97	4,900	5,680	-780	-13.73		
NW	14	42	-28	-66.67	700	2,100	-1,400	-66.67		
CO	28	72	-44	-61.11	1,400	3,548	-2,148	-60.54		
TOTAL	284	344	-60	-17.44	14,602	17,602	-3,000	-17.04		



MEMORANDUM

TO: Members of the Airport Authority

FROM: Lew Bleiweis, A.A.E., Deputy Airport Director

DATE: June 12, 2009

ITEM DESCRIPTION – Information Section Item B

Monthly Financials

The monthly financials attached hereto were prepared by Ms. Sarah Silver, Accounting Coordinator II, and Mr. Fred King. Mr. King is a consultant which was brought in to assist with the transition brought about by Ms. Brunson's departure from the Airport Authority.

Mr. King is a consultant with Enterprise Information Systems, Inc and EIS Consulting, LLC of Charlotte, North Carolina. Mr. King runs the Greensboro office of the firm. Mr. King took over responsibility for the Asheville Regional Airport Authority account when Walter Schulz of Schulz Associates, the firm the Authority acquired the accounting package from, merged with Enterprise and Mr. Schulz retired in 2005.

Mr. King received his accounting degree from Mars Hill College and became a partner in a regional accounting firm based in Greensboro. He was chairman of the Management Advisory Services Committee of Accounting Firms Associated of Tallahassee, FL, a 96 office consortium of accounting firms. He is a member of the NCACPA Members in Business and Industry Committee. Mr. King has served as an expert witness in several cases involving valuation of businesses in North Carolina.

He sold his accounting practice in 1993 and started working with local and wide area networks and installing, configuring and managing accounting software systems. Mr. King has been working with Dynamics SL (formerly Solomon) for the past 15 years.



MEMORANDUM

- TO: Members of the Airport Authority
- FROM: Fred King
- DATE: June 12, 2009

ITEM DESCRIPTION – Information Section Item B

Asheville Regional Airport-Explanation of Extraordinary Variances for the Month Ended April 30, 2009 (Month 10 of FY-2009)

<u>Summary</u>

Operating Revenues for the Year to Date were \$5,886,700; this is 5.51% below the budgeted amount. Operating Expenses for the Year to Date were \$4,852,036; this is 11.46% below the budgeted figure. Net Non-Operating Revenues were \$1,574,371; this is 4.24% below budgeted figures. Operating Revenue from operations and land use before depreciation for the Year to Date was \$ 1,034,664 as opposed to a budgeted figure of \$750,039 for a positive variance of 37.95%. So, although revenues have been down, the authority has been able to cut its expenses to compensate.

Revenues

Auto Parking – Revenues for the month were \$ 176,332 before adjustment. These were on par with the prior month. An entry was made to Auto Parking of \$218,886 to recognize revenue from the previous months for a total of \$395,218. This adjustment makes the YTD Auto Parking Revenue within 1% of budgeted figures.

Rental Car-Facility Rent - Revenues are up due to Avis paying for two months within April.

Landing Fees – Revenues for the month were comparable with last month. Revenues for the year to date continue to lag the budget by 43.91% due to reduced economic activity.

FBO/SASO's – Revenues for the month were comparable with last month. Revenues for the year to date lag the budget by 19.52% due to reduced activity at Odyssey. Hangar Management fees are on target.



ASHEVILLE REGIONAL AIRPORT AUTHORITY Information Section Item B Asheville Regional Airport-Explanation of Extraordinary Variances for the Month Ended April 30, 2009 (Month 10 of FY-2009) Page 2

Other Operating Income – Miscellaneous Income is up to recognize Sales Tax Reimbursements due from the State of NC and Buncombe County. This adjustment was \$46,801 and represents all Operating related Sales Taxes that have been incurred from 07/01/2008 through 04/30/2009. The Authority will bill Buncombe County for these in July and will be reimbursed promptly. This makes up for an error in previous procedures.

Passenger Facility Charges – Revenues for the month were \$ 136,718 before adjustment. These monthly amounts vary widely due to a variety of factors. An entry was made to Passenger Facility Charges of \$172,567 to recognize revenue from previous months for a total of \$309,285. This adjustment makes the YTD Passenger Facility Charges Revenue within 3.60% of budget

Interest Revenue - Revenue is down 87.44% for the month and 42.94% for the Year to Date due to rock bottom interest rates.

Federal Government Revenues – Revenues of \$220,000 were recognized as Capital Contributions. This represents a drawdown of monies due under AIP Grants.

Expenses

Total Operating Expenses for the Year to Date were 11.46% lower than the budgeted amount.

Personnel Services – Expenses for the month were \$266,412 before adjustment. An entry was made for \$42,462 to recognize reduction of accruals for Salaries and Retirement Expenses. This brought the monthly expense for Personnel Services to \$223,950 which is 25.66% less than budget. The Year to Date Personnel Services Expense is \$2,642,531 which is 12.21% less than budget.

Contractual Services – Expenses for the month were \$37,367 which is 28.47% less than budget. For the Year to Date the expenses were 452,120 which are 14.32% less than budget. Skycap services are not being contracted.

Utility Services – Expenses for the month were \$34,422 which is 15.89% more than budget. This has to do with the bimonthly billing of the Water and Sewer charges. The expenses for the year to date were \$343,192 which recognizes a position of being 9.61% over budget. This is due to increased rates for electricity, water and sewer.

Printing & Binding – Expenses were \$18,169 which is 35.17% over budget for the month. It was \$149,232 for the Year to Date which is 10.88% down for the year. These expenses are highly variable by month and have to do with preparation for events, supply inventories, etc.

Contingency – Expenses were zero for the month. This has to do with timing of expenses.



ASHEVILLE REGIONAL AIRPORT AUTHORITY Information Section Item B Asheville Regional Airport-Explanation of Extraordinary Variances for the Month Ended April 30, 2009 (Month 10 of FY-2009) Page 3

Statement of Financial Position

The balance sheet accounts were reviewed by management and adjustments were made to have the Control accounts agree with the subsidiary ledgers. Accruals and prepayments were scrutinized and adjustments to the true asset or liability were made through the current month.

Accounts Receivable – The control account was understated by \$234,987 and was adjusted accordingly. This was an addition to net income.

Sales Tax Receivable – Management reviewed the control account and determined that staff was applying for Sales Tax Refunds and Applying Sales Tax Refunds all within the same account. This means that the refunds were not being recognized as income or reductions of expenses. Management accrued the proper amount of Sales Tax due on Operations for the period 07/01/2008 through 04/30/2009 and booked this amount as receivable and as income. The amount due for Sales Tax Refunds due to work placed by contractors is not known at this time. This was an addition to income of \$46,801.

Accounts Payable – The control account was overstated by \$207,881 and was adjusted accordingly. This was an addition to net income.

Supplemental Retirement- The control account recognized 22 months worth of accruals but no offsetting payments. Management researched the employee's paychecks and found that every employee eligible for Supplemental Retirement had been paid and there was no reason for the balance of \$88,253 in the account. This was an addition to income.

Salaries – The control account should have the accrued expenses for payrolls not yet paid at the end of every month. This entry was not being made. Management calculated the amount due and booked it as a liability. This was a reduction of income of \$88,148.

The following were examined and each resulted in a reduction of the accrued liability and each was an addition to income.

FICA Tax Payable	\$1,502
Retirement Payable	\$23,463
Life Insurance Withheld	\$4,588
Non-Leo Retirement Withheld	\$14,034
LEO Retirement	\$4,861

Bonds Payable – Current The current portion of Bonds Payable should recognize the principal due within the next 12 months and it was off considerably. This had no income effect but it did affect the Current Ratio.

Bonds Payable – Long Term The long term portion of Bonds Payable should agree with the banks contractual amortization statement and it was off by \$3,082. The amounts were adjusted through Interest Expense. This resulted in additional income of \$3,082.

ASHEVILLE REGIONAL AIRPORT INVESTMENT AND INTEREST INCOME SUMMARY For the Month Ended April 2009

Institution:	Date of <u>Purchase</u>	Date of <u>Maturity</u>	Interest Rate	I	nvestment Amount	Monthly Interest
Bank of America			0.14%	\$	1,490,391	172
Petty Cash					100	
NC Capital Trust					2,611,964	1,841
Restricted Cash:						
PFC Revenue Account			0.09%		1,012,961	68
Wachovia-Gov. Advantage Acct.			0.13%		3,358,773	359
CFC Revenue			0.10%		867,760	73
Commercial Paper:						
					0	
Total				\$	9,341,949	\$ 2,513
Investment Diversification:						
1.BANKS		36.09%				
2.CAP.TRUST		27.96%				
3.GOV.ADV.ACCT.		35.95%				
4.COM.PAPER		0.00%				
5. FED. AGY		0%				
		100.00%				

ASHEVILLE REGIONAL AIRPORT STATEMENT OF CHANGES IN FINANCIAL POSITION For the Month Ended April 2009

	Month	Prior Period	
Cash and Investments Beginning of Period	\$ 9,478,101	\$ 8,773,931	
(Month 04-01-2009, Prior Period 3-01-09)			
Net Income before Contributions	775,403	1,282,351	
Depreciation	242,218	242,612	
Decrease/(Increase) in Receivables	(285,818)	72,587	
Increase/(Decrease) in Payables	136,966	(43,393)	
Decrease/(Increase) in Prepaid Expenses	18,113	(22,957)	
Decrease/(Increase) in Long Term Assets	(956,904)	(795,355)	
Contributed Capital	-	-	
Capital Funds	(32,871)	(1,500)	
Carryback of Payments to Prior Period			
Bonds Payable - Current	(33,258)	(30,175)	
Bonds Payable - Non-Current			
Increase (Decrease) in Cash	(136,151)	704,170	
Cash and Investments End of Period (04/30/2009)	<u>\$ 9,341,949</u>	<u>\$ 9,478,101</u>	

Page 5 of 14

Asheville Regional Airport Authority Cost Centers Statement of Revenue, Expenses and Changes in Net Assets

Page 6 of 14

	April Actual	April Budget	Variance %	YTD Actual	YTD Budget	Variance %	Annual Budget
Operating Revenue:							
Terminal	\$366,809	\$269,294	36.21%	\$2,766,693	\$2,692,937	2.74%	\$3,231,525
Airfield	62,335	85,807	(27.35%)	570,391	858,067	(33.53%)	1,029,681
Hangar	40,221	79,400	(49.34%)	463,652	584,544	(20.68%)	763,344
Parking Lot/Roadway	396,498	194,158	104.21%	1,969,305	1,941,582	1.43%	2,329,898
Land Use Fees	9,909	15,284	(35.17%)	116,659	152,842	(23.67%)	183,410
Total Operating Revenue	\$875,772	\$643,943	36.00%	\$5,886,700	\$6,229,971	(5.51%)	\$7,537,858
Operating Expenses:							
Administrative	\$479,698	\$218,983	119.06%	\$2,987,760	\$2,385,285	25.26%	\$2,822,231
Terminal	40,269	201,987	(80.06%)	1,314,728	2,019,873	(34.91%)	2,423,847
Airfield	14,327	104,716	(86.32%)	632,301	1,047,163	(39.62%)	1,256,595
Hangar	-	614	(100.00%)	2,295	6,136	(62.60%)	7,363
Parking Lot	(119,719)	1,534	(7,904.37%)	(118,375)	15,340	(871.68%)	18,408
Rental Car Service Facility	3,672	-	0.00%	31,152	-	0.00%	-
Land Use Expenses		614	(100.00%)	2,175	6,136	(64.55%)	7,363
Total Operating Expenses	\$418,247	\$528,448	(20.85%)	\$4,852,036	\$5,479,933	(11.46%)	\$6,535,807
Operating Revenue before							
Depreciation	\$457,525	\$115,495	296.14%	\$1,034,664	\$750,039	37.95%	\$1,002,051
Depreciation	242,218	230,705	4.99%	2,438,679	2,307,051	5.71%	2,768,461
Operating Income(Loss) Before Non-Operating Revenue and Expenses	\$215,307	(\$115,210)	(286.88%)	(\$1,404,015)	(\$1,557,013)	(9.83%)	(\$1,766,410)
Non-Operating Revenue and Expense							
Customer Facility Charges	50,392	66,250	(23.94%)	645,712	662,500	(2.53%)	795,000
Passenger Facility Charges	309,285	100,000	209.29%	1,036,001	1,000,000	3.60%	1,200,000
Interest Revenue	2,513	20,000	(87.44%)	114,122	200,000	(42.94%)	240,000
Interest Expense	(22,060)	(21,176)	4.17%	(221,464)	(218,382)	1.41%	(260,282)
Sale of Assets						0.00%	
Non-Operating Revenue-Net	\$340,130	\$165,074	106.05%	\$1,574,371	\$1,644,118	(4.24%)	\$1,974,718

For the Month Ending April 30, 2009

Page	7	of	14

Income (Loss) Before Capital Contributions	\$555,437	\$49,864	1,014%	\$170,356	\$87,106	95.57%	\$208,308
Capital Contributions	\$220,000	\$0	0.00%	\$3,155,669	\$0	0.00%	\$0
Increase in Net Assets	\$775,437	\$49,864	1,455%	\$3,326,025	\$87,106	3,718.36%	\$208,308

Asheville Regional Airport Authority Detailed Statement of Revenue, Expenses and Changes in Net Assets

For the Month Ending April 30, 2009 YTD Variance % Actual YTD Budget April Budget Varianco . 0/

	April Actual	April Budget	Variance %	YTD Actual	YTD Budget	Variance %	Annual Budget
Operating Revenue:							
Terminal Space Rentals - Non Airline	\$15,395	\$15,633	(1.52%)	\$164,804	\$156,333	5.42%	\$187,600
Terminal Space Rentals - Airline	93,992	90,982	3.31%	887,904	909,821	(2.41%)	1,091,785
Concessions	7,921	10,175	(22.15%)	100,051	101,750	(1.67%)	122,100
Auto Parking	395,218	193,107	104.66%	1,947,727	1,931,067	0.86%	2,317,280
Rental Car - Car Rentals	124,791	109,167	14.31%	1,061,961	1,091,667	(2.72%)	1,310,000
Rental Car - Facility Rent	72,127	40,727	77.10%	405,083	407,267	(0.54%)	488,720
Commercial Ground Transportation	280	1,052	(73.38%)	18,578	10,515	76.68%	12,618
Landing Fees	34,505	53,866	(35.94%)	302,122	538,662	(43.91%)	646,395
FBO'S/SASO'S	40,221	79,400	(49.34%)	470,434	584,544	(19.52%)	763,344
Building Leases	8,003	9,296	(13.91%)	78,980	92,958	(15.04%)	111,550
Land Leases	2,906	2,625	10.70%	33,156	26,250	26.31%	31,500
Other Leases/Fees	80,413	37,914	112.09%	415,900	379,138	9.70%	454,966
Total Operating Revenue	\$875,772	\$643,943	36.00%	\$5,886,700	\$6,229,972	(5.51%)	\$7,537,858
Operating Expenses:							
Personnel Services	\$223,950	\$301,245	(25.66%)	\$2,642,531	\$3,010,072	(12.21%)	\$3,612,562
Professional Services	11,775	16,257	(27.57%)	116,815	162,571	(28.15%)	195,085
Accounting & Auditing	-	2,854	(100.00%)	19,303	28,542	(32.37%)	34,250
Other Contractual Services	37,387	52,265	(28.47%)	452,120	527,676	(14.32%)	639,522
Travel & Training	21,738	20,946	3.78%	111,983	161,058	(30.47%)	198,500
Communications & Freight	4,997	4,013	24.52%	48,186	40,099	20.17%	48,118
Utility Services	34,422	29,702	15.89%	343,192	313,108	9.61%	368,158
Rentals & Leases	1,088	883	23.22%	16,084	8,827	82.21%	10,592
Insurance	17,292	17,292	0.00%	174,557	172,917	0.95%	207,500
Repairs & Maintenance	19,561	27,403	(28.62%)	285,016	285,383	(0.13%)	333,388
Printing & Binding	18,169	13,442	35.17%	149,232	167,454	(10.88%)	201,031
Promotional Activities	4,239	3,177	33.43%	57,084	56,871	0.37%	64,825
Other Current Charges & Obligations	3,574	5,150	(30.60%)	33,662	51,500	(34.64%)	61,800
Office Supplies	2,002	1,404	42.59%	14,361	14,742	(2.58%)	17,550
Operating Supplies	17,608	21,253	(17.15%)	182,874	219,450	(16.67%)	260,990
Books, Publications, Subscriptions & Mem	445	2,828	(84.26%)	24,884	35,576	(30.05%)	41,182
Contingency	-	8,333	(100.00%)	39,398	83,333	(52.72%)	100,000
Business Development/Agreement Obligat			0.00%	140,754	140,754	0.00%	140,754
Total Operating Expenses	\$418,247	\$528,448	(20.85%)	\$4,852,036	\$5,479,933	(11.46%)	\$6,535,807

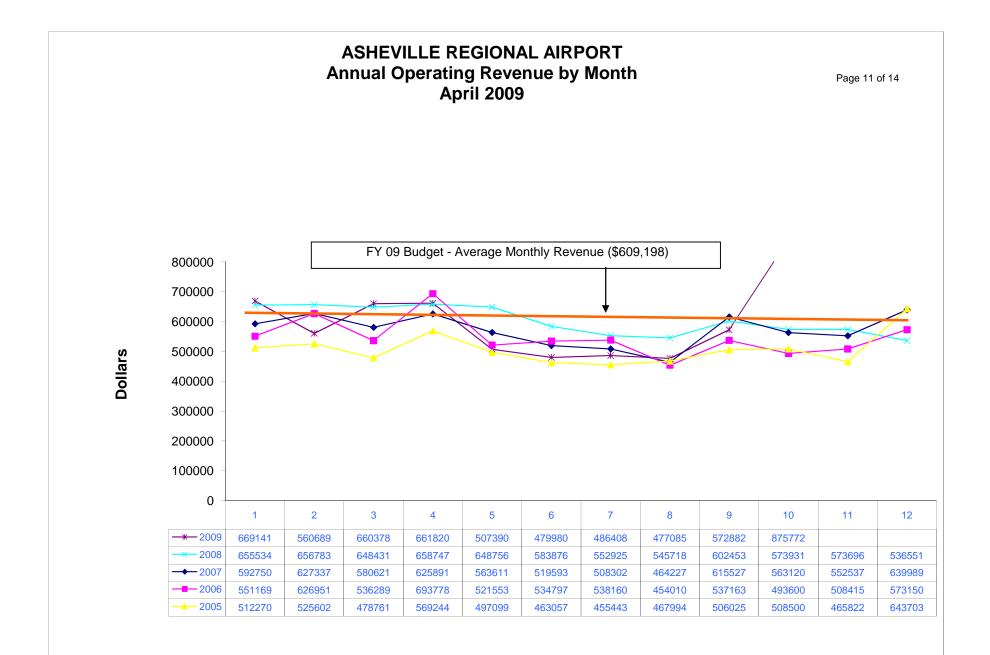
Page 8 of 14

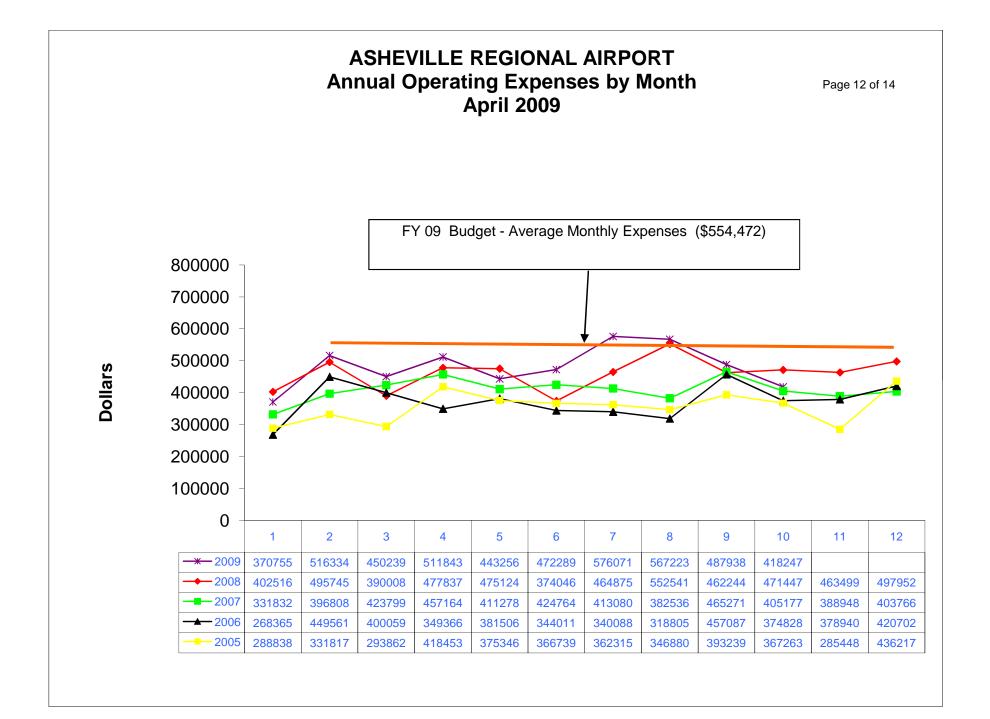
Operating Revenue before Depreciation	457,525	\$115,495	296.14%	\$1,034,664	\$750,039	37.95%	\$1,002,051
Depreciation	242,218	230,705	4.99%	2,438,679	2,307,051	5.71%	2,768,461
Operating Income(Loss) Before Non-Operating Revenue and Expenses	\$215,307	(\$115,210)	(286.88%)	(\$1,404,015)	(\$1,557,012)	(9.83%)	(\$1,766,410)
Non-Operating Revenue and Expense							
Customer Facility Charges	50,392	66,250	(23.94%)	645,712	662,500	(2.53%)	795,000
Passenger Facility Charges	309,285	100,000	209.29%	1,036,001	1,000,000	3.60%	1,200,000
Interest Revenue	2,513	20,000	(87.44%)	114,122	200,000	(42.94%)	240,000
Interest Expense	(22,060)	(21,176)	4.17%	(221,464)	(218,382)	1.41%	(260,282)
Sale of Assets				-		0.00%	
Non-Operating Revenue-Net	\$340,130	\$165,074	106.05%	\$1,574,371	\$1,644,118	(4.24%)	\$1,974,718
Income (Loss) Before							
Capital Contributions	\$555,437	\$49,864	1,014%	\$170,356	\$87,106	95.57%	\$208,308
Capital Contributions	\$220,000	\$0	0.00%	\$3,155,669	\$0	0.00%	\$0
Increase in Net Assets	\$775,437	\$49,864	1,455%	\$3,326,025	\$87,106	3,718.36%	\$208,308

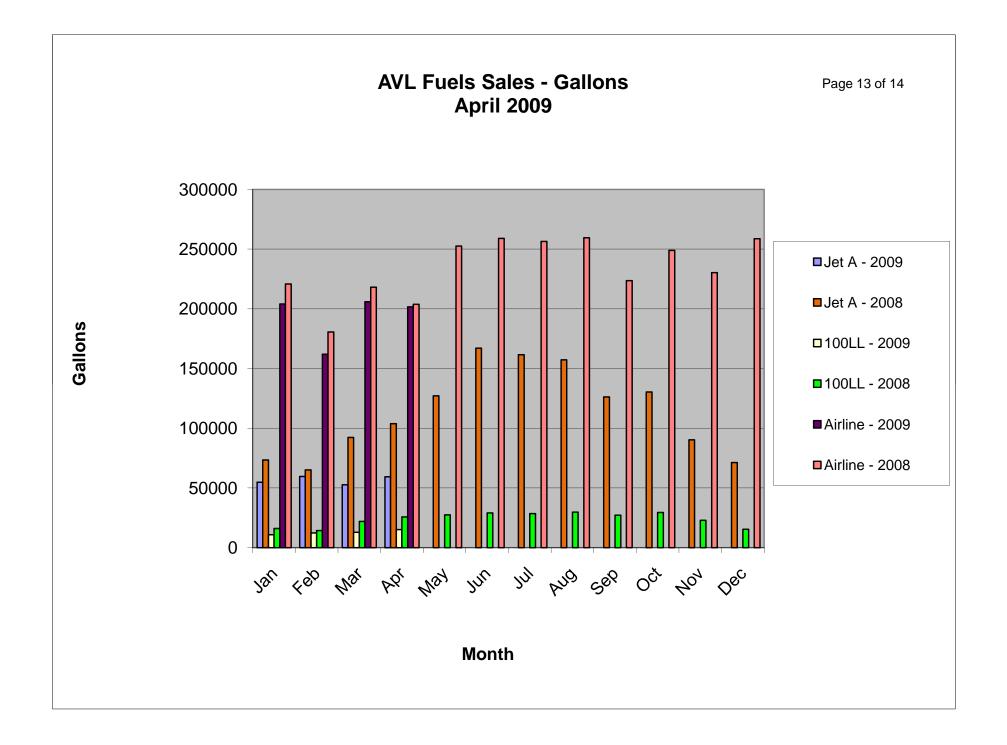
Page 9 of 14

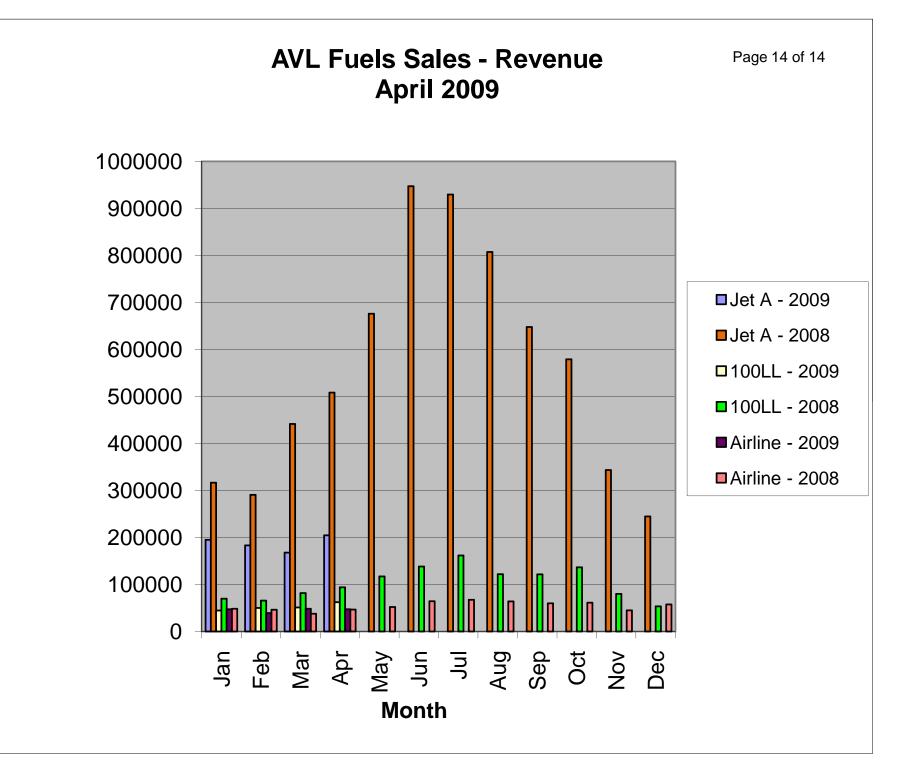
ASHEVILLE REGIONAL AIRPORT AUTHORITY STATEMENT OF FINANCIAL POSITION April 30, 2009

	April	Last Month
ASSETS		
Current Assets		
Unrestricted Net Assets:		
Cash and Cash Equivalents Investments	\$4,102,449 0	\$4,323,400 0
Accounts Receivable	366,057	80,240
Prepaid Expenses Total Unrestricted Assets	<u> </u>	53,101 4,456,741
	4,505,475	4,450,741
Restricted Assets:	200.0/1	27/ 000
Capital Funds Cash and Cash Equivalents	309,861 5,239,493	276,990 5,154,700
Receivables		
Passenger Facility Charge Funds: Receivables		
Total Restricted Assets	5,549,354	5,431,690
Total Current Assets	10,052,849	9,888,431
Noncurrent Assets		
Capital Assets Property and Equipment - Net	22,826,821 36,711,108	21,869,917 36,953,327
TOTAL ASSETS	\$69,590,779	\$68,711,675
LIABILITIES AND NET ASSETS Liabilities Accounts Payable	\$1,555,668	\$1,418,702
Accrued Liabilities	\$120,000	\$120,000
Total Payable from Unrestricted Assets	1,675,668	1,538,702
Payable from Restricted Assets:		
Construction Contracts Payable Construction Contract Retainages	0 485,831	0 485,831
Bonds Payable - Current Portion	65,652	95,827
Total Payable From Restricted Assets	551,483	581,658
Total Current Liabilities	2,227,151	2,120,360
Non-Current Liabilities:		
Rental Car Project Bond Total Non-Current Liabilities	4,292,003	4,295,086
	4,272,003	4,295,000
Total Liabilities	6,519,154	6,415,446
Net Assets:		
Invested in Capital Assets Unrestricted	36,711,108 26,360,517	36,953,327 25,342,895
Total Net Assets	63,071,625	62,296,222
TOTAL LIABILITIES	\$69,590,779	\$68,711,675
	φ07,370,777 	φυσ,/11,075











MEMORANDUM

- TO: Members of the Airport Authority
- FROM: Patti L. Michel, Director of Marketing and Public Relations
- DATE: June 12, 2009

ITEM DESCRIPTION – Information Section Item C

June, 2009 Marketing and Public Relations Report

- Completed artwork/creative for new radio spots; working on new television spot; finalizing re-working of AVL brochure; completed invitation for Dave Edwards' good-bye; completed signage to help ensure safety on belts in baggage claim.
- Continued 12 trips in 12 weeks promotion with STAR 104.3; completed Mother's Day promotion with Mix 96.5; completed WWNC Washington, D.C. promotion.
- Assisted in: two Honor Air flights, May 16 and May 30; arranging media for the B-17 "The Yankee Lady"; and annual AVL camp meeting.
- Participated in the White Squirrel Festival in Brevard over Memorial Day weekend.
- Gave presentations to Fletcher and Arden Rotary clubs.
- Attended the Tourism forum held by the Asheville CVB; attended Chamber Business After Hours Event; opening of Brookstone Lodge.
- Began preparation for Delta LaGuardia inaugural and AirTran Orlando inaugural flight events.
- Continued transition of Clear Channel Interspace and Departure Media.
- Received an average of 29 phone calls per day during business hours.
- Received/responded to 52 Southern Living leads for May.



ASHEVILLE REGIONAL AIRPORT AUTHORITY Information Section Item C June, 2009 Marketing and Public Relations Report Page 2

- Received/responded to 27 media calls during month of May.
- Website Statistics Google Analytics: See attached data regarding May activity at <u>www.flyavl.com</u>
- Booking Engine Statistics Since May 1, AVL has had 53 air reservations for a total of \$424.00 in booking fees collected. 681 new people signed up to be booking engine members.



Referring Sites			Content Overview		
Source	Visits	% visits	Pages	Pageviews	% Pageviews
biltmore.com			1		
May 1, 2009 - May 31, 2009	114	4.82%	May 1, 2009 - May 31, 2009	18,698	27.91%
May 1, 2008 - May 31, 2008	102	5.47%	May 1, 2008 - May 31, 2008	18,909	31.13%
% Change	11.76%	-11.99%	% Change	-1.12%	-10.32%
google.com			/flights/flight-viewreal-time.html		
May 1, 2009 - May 31, 2009	109	4.60%	May 1, 2009 - May 31, 2009	7,345	10.96%
May 1, 2008 - May 31, 2008	31	1.66%	May 1, 2008 - May 31, 2008	7,415	12.21%
% Change	251.61%	176.89%	% Change	-0.94%	-10.17%
flyavl.com			/flights/arrivalsreal-time.html		
May 1, 2009 - May 31, 2009	97	4.10%	May 1, 2009 - May 31, 2009	3,402	5.08%
May 1, 2008 - May 31, 2008	80	4.29%	May 1, 2008 - May 31, 2008	2,410	3.97%
% Change	21.25%	-4.52%	% Change	41.16%	28.02%
en.wikipedia.org			/flights/flight-schedule-search.html		
May 1, 2009 - May 31, 2009	78	3.30%	May 1, 2009 - May 31, 2009	2,509	3.75%
May 1, 2008 - May 31, 2008	45	2.41%	May 1, 2008 - May 31, 2008	1,585	2.61%
% Change	73.33%	36.50%	% Change	58.30%	43.56%
willowwinds.com			/airlines/airtran.html		
May 1, 2009 - May 31, 2009	73	3.08%	May 1, 2009 - May 31, 2009	2,107	3.15%
May 1, 2008 - May 31, 2008	61	3.27%	May 1, 2008 - May 31, 2008	0	0.00%
% Change	19.67%	-5.76%	% Change	100.00%	100.00%



Technical Profile

Browser	Visits	% visits	Connection Speed	Visits	% visits
Internet Explorer			Cable		
May 1, 2009 - May 31, 2009	13,162	68.23%	May 1, 2009 - May 31, 2009	6,696	34.71%
May 1, 2008 - May 31, 2008	12,005	76.06%	May 1, 2008 - May 31, 2008	5,115	32.41%
% Change	9.64%	-10.30%	% Change	30.91%	7.10%
Firefox			Unknown		
May 1, 2009 - May 31, 2009	3,962	20.54%	May 1, 2009 - May 31, 2009	5,240	27.16%
May 1, 2008 - May 31, 2008	2,714	17.19%	May 1, 2008 - May 31, 2008	4,240	26.86%
% Change	45.98%	19.44%	% Change	23.58%	1.11%

Safari			DSL		
May 1, 2009 - May 31, 2009	1,692	8.77%	May 1, 2009 - May 31, 2009	4,966	25.74%
May 1, 2008 - May 31, 2008	900	5.70%	May 1, 2008 - May 31, 2008	3,968	25.14%
% Change	88.00%	53.81%	% Change	25.15%	2.39%
Chrome			T1		
May 1, 2009 - May 31, 2009	224	1.16%	May 1, 2009 - May 31, 2009	1,676	8.69%
May 1, 2008 - May 31, 2008	0	0.00%	May 1, 2008 - May 31, 2008	1,509	9.56%
% Change	100.00%	100.00%	% Change	11.07%	-9.13%
Mozilla Compatible Agent			Dialup		
May 1, 2009 - May 31, 2009	85	0.44%	May 1, 2009 - May 31, 2009	503	2.61%
May 1, 2008 - May 31, 2008	0	0.00%	May 1, 2008 - May 31, 2008	670	4.24%
% Change	100.00%	100.00%	% Change	-24.93%	-38.58%

www.flyavl.com **Traffic Sources Overview**

May 1, 2009 - May 31, 2009

Comparing to: May 1, 2008 - May 31, 2008





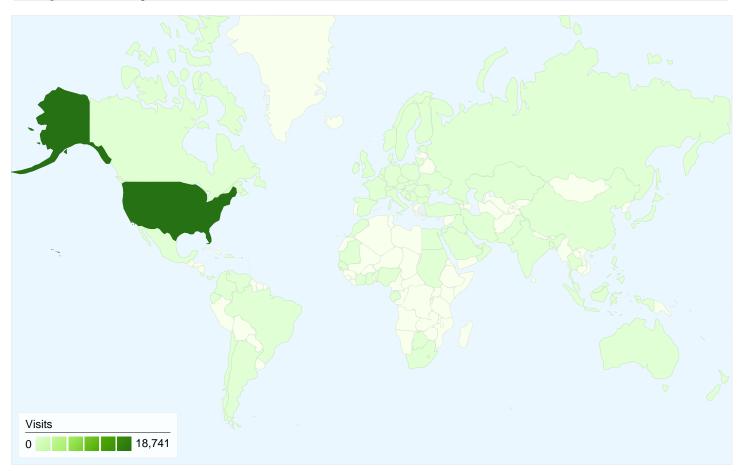


Top Traffic Sources

Sources	Visits	% visits	Keywords	Visits	% visits
google (organic)			asheville airport		
May 1, 2009 - May 31, 2009	9,327	48.35%	May 1, 2009 - May 31, 2009	4,131	34.31%
May 1, 2008 - May 31, 2008	7,920	50.18%	May 1, 2008 - May 31, 2008	3,332	32.12%
% Change	17.77%	-3.65%	% Change	23.98%	6.82%
(direct) ((none))			asheville regional airport		
May 1, 2009 - May 31, 2009	4,880	25.30%	May 1, 2009 - May 31, 2009	1,195	9.93%
May 1, 2008 - May 31, 2008	3,547	22.47%	May 1, 2008 - May 31, 2008	933	8.99%
% Change	37.58%	12.56%	% Change	28.08%	10.36%
yahoo (organic)			asheville nc airport		
May 1, 2009 - May 31, 2009	1,489	7.72%	May 1, 2009 - May 31, 2009	969	8.05%
May 1, 2008 - May 31, 2008	1,195	7.57%	May 1, 2008 - May 31, 2008	725	6.99%
% Change	24.60%	1.95%	% Change	33.66%	15.16%
msn (organic)			avl airport		
May 1, 2009 - May 31, 2009	509	2.64%	May 1, 2009 - May 31, 2009	438	3.64%
May 1, 2008 - May 31, 2008	332	2.10%	May 1, 2008 - May 31, 2008	342	3.30%
% Change	53.31%	25.44%	% Change	28.07%	10.35%
aol (organic)			avl		

May 1, 2009 - May 31, 2009	299	1.55%	May 1, 2009 - May 31, 2009	422	3.51%
May 1, 2008 - May 31, 2008	282	1.79%	May 1, 2008 - May 31, 2008	409	3.94%
% Change	6.03%	-13.25%	% Change	3.18%	-11.10%

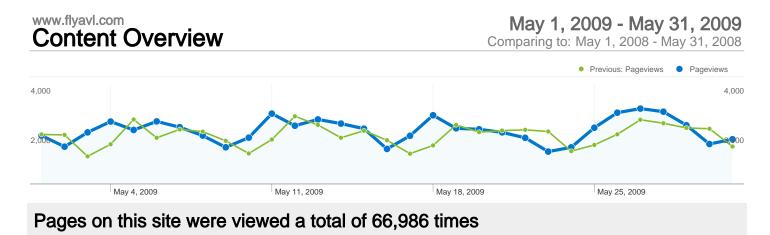
www.flyavl.com Map Overlay



19,292 visits came from 92 countries/territories

Site Usage						
Visits 19,292 Previous: 15,784 (22.23%)	Pages/Visit 3.47 Previous: 3.85 (-9.78%)	00:03: Previous		% New Visits 67.77% Previous: 66.21% (2.36%)	Bounce 41.28 Previous 35.759	%
Country/Territory		Visits	ts Pages/Visit Avg. Time on % Ne Site		% New Visits	Bounce Rate
United States						
May 1, 2009 - May 31, 2009		18,741	3.49	49 00:03:55 67.3		41.12%
May 1, 2008 - May 31, 2008		15,141	3.89	00:07:04	65.97%	35.21%
% Change		23.78%	-10.31%	-44.53%	2.08%	16.80%
United Kingdom						
May 1, 2009 - May 31,	2009	99	2.81	00:02:29	73.74%	44.44%
May 1, 2008 - May 31,	2008	117	3.87	00:02:56	72.65%	34.19%
% Change		-15.38%	-27.47%	-15.15%	1.50%	30.00%
Canada						
May 1, 2009 - May 31,	2009	91	3.02	00:03:36	83.52%	43.96%

May 1, 2008 - May 31, 2008	100	3.13	00:01:34	84.00%	49.00%
% Change	-9.00%	-3.45%	130.92%	-0.58%	-10.29%
Germany					
May 1, 2009 - May 31, 2009	35	3.00	00:01:43	85.71%	54.29%
May 1, 2008 - May 31, 2008	35	2.69	00:02:09	80.00%	40.00%
% Change	0.00%	11.70%	-20.58%	7.14%	35.71%
France					
May 1, 2009 - May 31, 2009	25	2.96	00:03:23	72.00%	40.00%
May 1, 2008 - May 31, 2008	15	2.07	00:02:17	80.00%	40.00%
% Change	66.67%	43.23%	48.14%	-10.00%	0.00%
India					
May 1, 2009 - May 31, 2009	17	3.12	00:04:11	76.47%	23.53%
May 1, 2008 - May 31, 2008	19	2.11	00:00:47	84.21%	63.16%
% Change	-10.53%	48.09%	431.29%	-9.19%	-62.75%
Ireland					
May 1, 2009 - May 31, 2009	16	2.81	00:02:29	93.75%	43.75%
May 1, 2008 - May 31, 2008	16	2.31	00:01:24	87.50%	62.50%
% Change	0.00%	21.62%	76.02%	7.14%	-30.00%
Australia					
May 1, 2009 - May 31, 2009	15	3.47	00:02:01	93.33%	46.67%
May 1, 2008 - May 31, 2008	23	2.52	00:01:01	73.91%	52.17%
% Change	-34.78%	37.47%	96.82%	26.27%	-10.56%
Japan					
May 1, 2009 - May 31, 2009	13	4.92	00:02:24	84.62%	30.77%
May 1, 2008 - May 31, 2008	18	2.61	00:01:24	88.89%	50.00%
% Change	-27.78%	88.54%	72.25%	-4.81%	-38.46%
Philippines					
May 1, 2009 - May 31, 2009	12	3.83	00:07:50	91.67%	33.33%
May 1, 2008 - May 31, 2008	5	3.20	00:02:03	100.00%	20.00%
May 1, 2000 - May 51, 2000					

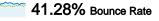




Previous: 60,749 (10.27%)

46,145 Unique Views

Previous: 39,882 (15.70%)



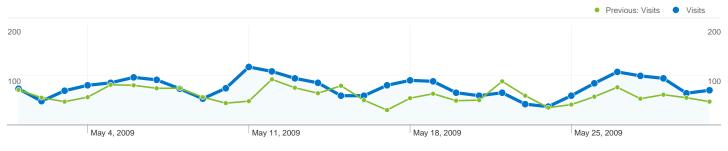
Previous: 35.75% (15.49%)

Top Content

Pages	Pageviews	% Pageviews
/		
May 1, 2009 - May 31, 2009	18,698	27.91%
May 1, 2008 - May 31, 2008	18,909	31.13%
% Change	-1.12%	-10.32%
/flights/flight-viewreal-time.html		
May 1, 2009 - May 31, 2009	7,345	10.96%
May 1, 2008 - May 31, 2008	7,415	12.21%
% Change	-0.94%	-10.17%
/flights/arrivalsreal-time.html		
May 1, 2009 - May 31, 2009	3,402	5.08%
May 1, 2008 - May 31, 2008	2,410	3.97%
% Change	41.16%	28.02%
/flights/flight-schedule-search.html		
May 1, 2009 - May 31, 2009	2,509	3.75%
May 1, 2008 - May 31, 2008	1,585	2.61%
% Change	58.30%	43.56%
/airlines/airtran.html		

May 1, 2009 - May 31, 2009	2,107	3.15%
May 1, 2008 - May 31, 2008	0	0.00%
% Change	100.00%	100.00%

www.flyavl.com Referring Sites



Referring sites sent 2,367 visits via 613 sources

2,367 2.74 Previous: Previou		00:02: Previous:	ne on Site 43 22 (14.81%)	% New Visits 71.10% Previous: 76.82% (-7.45%)	Bounce 53.329 Previous: 47.649	%	
Source		Visits	Pages/Visit	Avg. Time on Site	% New Visits	Bounce Rate	
biltmore.com							
May 1, 2009 - May 31, 2009		114	1.71	00:02:24	97.37%	71.93%	
May 1, 2008 - May 31, 2008		102	1.81	00:01:46	95.10%	69.61%	
% Change		11.76%	-5.69%	36.13%	2.39%	3.34%	
google.com							
May 1, 2009 - May 31, 2009		109	2.43	00:03:16	58.72%	59.63%	
May 1, 2008 - May 31, 2008		31	4.81	00:02:33	74.19%	22.58%	
% Change		251.61%	-49.42%	27.92%	-20.86%	164.09%	
flyavl.com							
May 1, 2009 - May 31, 2009		97	2.97	00:11:10	6.19%	27.84%	
May 1, 2008 - May 31, 2008		80	2.02	00:02:12	1.25%	72.50%	
% Change		21.25%	46.62%	406.14%	394.85%	-61.61%	
en.wikipedia.org							
May 1, 2009 - May 31, 2009		78	4.08	00:03:43	82.05%	21.79%	
May 1, 2008 - May 31, 2008		45	3.62	00:02:07	84.44%	33.33%	
% Change		73.33%	12.55%	76.39%	-2.83%	-34.62%	
willowwinds.com							
May 1, 2009 - May 31, 2009		73	2.66	00:01:08	82.19%	46.58%	
May 1, 2008 - May 31, 2008		61	1.56	00:01:03	88.52%	70.49%	
% Change		19.67%	70.64%	8.50%	-7.15%	-33.93%	
my.att.net				· · · · · · · · · · · · · · · · · · ·			
May 1, 2009 - May 31, 2009		64	4.34	00:03:38	54.69%	23.44%	

May 1, 2008 - May 31, 2008	106	4.81	00:04:16	59.43%	31.13%
% Change	-39.62%	-9.72%	-14.76%	-7.99%	-24.72%
citizen-times.com					
May 1, 2009 - May 31, 2009	53	2.89	00:01:09	83.02%	52.83%
May 1, 2008 - May 31, 2008	52	3.58	00:02:48	90.38%	34.62%
% Change	1.92%	-19.29%	-58.68%	-8.15%	52.62%
charter.net					
May 1, 2009 - May 31, 2009	52	4.37	00:03:33	75.00%	28.85%
May 1, 2008 - May 31, 2008	26	4.46	00:02:52	61.54%	23.08%
% Change	100.00%	-2.16%	23.58%	21.87%	25.00%
foxcarolina.com					
May 1, 2009 - May 31, 2009	52	1.40	00:01:13	90.38%	82.69%
May 1, 2008 - May 31, 2008	0	0.00	00:00:00	0.00%	0.00%
% Change	100.00%	100.00%	100.00%	100.00%	100.00%
groveparkinn.com					
May 1, 2009 - May 31, 2009	40	2.52	00:01:53	92.50%	57.50%
May 1, 2008 - May 31, 2008	110	2.65	00:01:44	85.45%	50.91%
% Change	-63.64%	-4.55%	8.22%	8.24%	12.95%
					1 - 10 of 613

Project Number	Project Name	Project Description	Professional Services Consultant	Professional Services Contract	General Contractor	Original Construction Contract	Change Orders (thru 05/01/09)	Percent of Original Contract	Total Project Cost	Percent Complete	Expensed to Date (thru 05/01/09)	Start Date	End Date	Current Project Status (as of 05/01/09)
							anning Phase							
-	NA	-	-	-	-	-	-	-	-	-	-	-	-	-
1	A Gates - Terminal Renovation & Improvements Project	Renovation & Improvements to the A Gates hold room area. Project also includes 2 new passenger boarding bridges.	RS&H	\$949,990.00	na	na	Design Phase	na	\$949,990.00	90%	\$854,991.00	Feb-09	Jun-09	The bid opening is scheduled for June 10. A recommendation to award will be presented at the June 12 Board meeting.
2	Landside Parking and Roadway Access Project	The Landside Parking and Roadway Access Project includes 3 components of work: public parking lots, terminal access roadway, general aviation access roadway, and expansion of the toll plaza facility.	The LPA Group	\$729,044.00	na	na	na	na	\$898,856.00	90%	\$496,794.06	Nov-08	Jun-09	The bid opening was held on May 28. Staff is in the process of evaluating the bids and a recommendation to award will be presented at the June 12 Board meeting.
3	GA - Apron & TW Connector Project	The North GA Apron and TW Connector Project includes the design of 3 separate apron expansion areas and the addition of a new TW connector located North of TW D2.		\$188,000.00	na	na	na	na	\$188,000.00	90%	\$60,000.00	Mar-09	Jun-09	The bid opening is scheduled for June 9. A recommendation to award will be presented at the June 12 Board meeting.
						Con	struction Pha	se						
4	North General Aviation Expansion Project	The North GA project includes multiple phases; phase one consisted of tree harvesting and logging operations, phase two included clearing and grubbing of the site and phase three involves the placement and compaction of structural fill material for the site.	AVCON	\$99,100.00	Charah	\$ 352,690.50	\$25,494.00	7.23%	\$3,700,000.00	70%	\$ 2,357,489.02	Nov-07	Spring 2010	The Second phase of fill placement is underway.
5	22,000 Sq Ft Bulk Hangar - 168 Wright Brothers Way	A 22,000 sq ft bulk hangar will be constructed on existing ramp area adjacent to the Lacy Griffin Building. The hangar will be under a management agreement with Million Air.	LPA Group	\$265,535.00	Momentum Construction Services, LLC	\$1,928,000.00	-\$23,973.22	-2.43%	\$2,169,561.78	90%	\$1,800,381.66	Oct-08	Jun-09	The contractor is working to achieve substantial completion. Staff expects this to occur early in June.
						<u>CI</u>	ose-Out Phase	9						
6	Terminal Renovation and Expansion - Phase 1	The Terminal Renovation and Expansion - Phase 1 Project includes enlarging the baggage claim area and airline ticket office areas . Improvements and modifications include additional square footage and increased baggage capacity.	SchenkelShultz	\$644,242.82	Perry Bartsch Jr.	\$ 4,479,000.00	\$1,020,513.61	21.08%	\$8,022,299.00	99%	\$ 6,343,119.01	Jul-06	Jun-09	Punchlist work is underway. The contractor is also working on close out documentation.
8	Security System & Access Control Project	The Security System & Access Control Project includes the design and professional services for replacing and improving the current ACS and CCTV systems.	Faith Group	\$185,870.00	I-Sys	\$ 1,473,984.00	\$184,151.21	12.50%	\$2,098,815.21	99%	\$ 1,863,441.97	Jul-06	Jun-09	The security project contractor is working on punchlist items and closeout documentation.