



Via email to [heather.haney@faa.gov](mailto:heather.haney@faa.gov)

November 1, 2017

Ms. Heather Haney  
Airport Compliance Specialist  
Federal Aviation Administration  
Southern Region, Airports Division  
P.O. Box 20636  
Atlanta, Georgia 30320-0631

Re: Response to the Informal Part 13 Complaint submitted by the Aircraft Owners and Pilots Association against the Asheville Regional Airport

Dear Ms. Haney:

I am writing on behalf of the Greater Asheville Regional Airport Authority (“GARAA”), the owner and operator of the Asheville Regional Airport (“Airport” or “AVL”). This letter is in response to the informal Part 13 complaint submitted by the Aircraft Owners and Pilots Association (“AOPA”) on August 28, 2017, which you forwarded to us by letter dated August 31, 2017, and which we received on or about September 6, 2017.

In its complaint, AOPA alleges that GARAA is in violation of its Grant Assurances as a result of a pricing model established by the Airport’s fixed base operator, Signature Flight Support (“Signature”), for certain charges to transient general aviation aircraft operators. In particular, AOPA alleges that Signature’s fuel, parking, and handling charges are unreasonable, in violation of GARAA’s Grant Assurance 22.b. and of FAA’s *Policy Regarding Airport Rates and Charges*, 78 Fed. Reg. 55330 (Sept. 10, 2013) (“Rates and Charges Policy”). AOPA also alleges that Signature’s pricing practices unreasonably restrict transient general aviation aircraft operators’ self-service privilege, in violation of GARAA’s Grant Assurances 22.f. and 23.

We are aware of GARAA’s Federal obligations as the Airport sponsor, and take great pride in ensuring that we continue to comply with them. We do not believe that we are in violation of our Grant Assurances, as alleged by AOPA, and we very much appreciate this opportunity to set the record straight.

As a threshold matter, we take issue with AOPA’s claims that “GARAA has been aware of the unreasonable charges and accompanying grant assurance violation.” From time to time, aircraft

operators at the Airport voice concerns about the price of fuel or other charges. Such gripes are not uncommon at airports throughout the country. Airport users, like most consumers, generally prefer to pay less rather than more. All comments and concerns from Airport stakeholders, including all aeronautical users, are reviewed and considered by GARAA. However, no comment regarding fuel prices or ramp fees ever received by GARAA has risen to the level of suggesting a Grant Assurance violation, until we received AOPA's complaint.<sup>1</sup> Certainly, AOPA did not approach GARAA about its concerns before submitting its informal Part 13 complaint to FAA. This is not to suggest that GARAA's Federal obligations only arise if and when a complaint is lodged. However, the record should be clear that GARAA had received no serious complaint about these issues until AOPA raised them.

## **Background and Layout of General Aviation Area**

It is important to place the current circumstances at the Airport in their proper context. To do so, I briefly summarize the history of FBOs at the Airport and the current layout of the Airport's general aviation area that is leased and operated by Signature.

Ten years ago, in 2007, the Airport had one FBO, Asheville Jet d/b/a Million Air Asheville ("Asheville Jet"). At that time, GARAA's predecessor, the Asheville Regional Airport Authority Board ("Board"), entered into a FBO development agreement with Encore Acquisitions/Landmark Aviation ("Landmark") for the development and operation of a competing FBO. Pursuant to the terms of the development agreement, Landmark was required to invest \$3.5 million in facilities at the Airport within two years. In response, Asheville Jet filed a formal Part 16 complaint against the Board, alleging that the Board's attempt to bring a competing FBO to the Airport and the agreement it entered with Landmark were in violation of several Grant Assurances. After investigation, a Director's Determination found that the Board was not in violation of its Grant Assurances, as alleged, and dismissed Asheville Jet's complaint. *See Asheville Jet, Inc. v. Asheville Regional Airport Authority et al.*, Director's Determination, FAA Docket No. 16-08-02 (Oct. 1, 2009).

Thereafter, in 2011 (in the midst of the greatest recession experienced in the country since the Great Depression), Asheville Jet sold its Airport assets to Landmark. Both leaseholds were combined into a single FBO agreement and lease encompassing approximately 47 acres. Fixed Base Operator Lease Agreement dated February 19, 2001 ("FBO Agreement"). The extent of the combined leasehold is shown in the attached Exhibit A, and it includes: a general aviation terminal building, several box/bulk-storage hangars, 68 t-hangars, aircraft maintenance facilities, office space, a fuel farm, and a self-service pump and fueling area for 100LL avgas. Many of those facilities had been built with private funds by Asheville Jet, Landmark, or other airport tenants. The combined leasehold also includes a preferential use aircraft apron containing tie-downs (both for based and transient aircraft), taxilanes, and fueling areas. To better understand the area in question, I am also attaching as Exhibit B an aerial photograph. Pursuant to the FBO Agreement that combined both leaseholds, Landmark was required to spend another \$750,000 in leasehold improvements, including, as a minimum, improvements to the south and middle ramps. Under the terms of the FBO Agreement, annual rent for land, including the preferential use aircraft apron and

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<sup>1</sup> Since AOPA publicized the submission of complaints against several airports throughout the country including the Airport, GARAA received additional complaints, but all based on, and in support of, AOPA's arguments.

buildings is set at fair market value, adjusted annually based on the change in the Consumer Price Index, and decennially based on new fair market value appraisals.

More recently, in early 2016, BBA Aviation, Signature's parent company, acquired Landmark. The acquisition was subject to a settlement agreement with the United States Department of Justice, Antitrust Division, under which Signature agreed to divest FBO assets at six U.S. airports. *Final Judgment, United States v. BBA Aviation PLC*, No. 1:16-cv-00174-ABJ (D.D.C. June 9, 2016). The antitrust settlement did not require Signature to divest any assets at the Airport. As a result of the acquisition, the FBO Agreement was assigned to Signature.

Today, Signature continues to lease, manage, and pay rent for the combined FBO area in accordance with the terms of the FBO Agreement. Aircraft maintenance and repair services are provided by Belle Aircraft Maintenance. Flight training is provided by WNC Aviation.

The FBO Agreement is subordinate to GARAA's grant agreements with FAA, and may be modified and changed if required by FAA "as a condition precedent to the granting of its approval or the obtaining of funds for the improvement of the Airport." FBO Agreement § 16. More in particular to the matters raised by AOPA, the FBO Agreement makes it expressly clear that "[t]he fees and charges for any goods or services provided by . . . [Signature] shall be reasonable and non-discriminatory." FBO Agreement § 13.5. Notwithstanding AOPA's informal complaint, GARAA has no reason to conclude that Signature's fees and charges are unreasonable or unjustly discriminatory.

### **Applicable Federal Law and Policy**

As noted above, GARAA is well aware of, and sensitive to, its Federal obligations. Relevant to AOPA's complaint, I note the obligations set out in Grant Assurance 22.b. and f., and Grant Assurances 23, 24, and 5.

Grant Assurance 22, Economic Nondiscrimination, generally requires an airport sponsor to make its aeronautical facilities available to the public on reasonable terms and without unjust discrimination between or among similarly situated aeronautical users or types of users. Within the various nondiscrimination requirements, Grant Assurance 22.b. requires that

[i]n any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted . . . to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to –

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

In other words, “the prohibition on unjust discrimination extends to types, kinds and classes of aeronautical activities, as well as individual members of a class of operator[,] . . . whether these terms are imposed by the sponsor or by a licensee or tenant offering services or commodities normally required at the airport.” *FAA Airport Compliance Manual*, FAA Order 5190.6B ¶ 9.1.a. (Sept. 30, 2009).

For its part, Grant Assurance 22.f. requires that the airport sponsor

not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

Grant Assurance 23 requires that the airport sponsor “permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.”

Grant Assurance 24 requires the airport sponsor to

maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection.

Finally, and although not cited by AOPA, Grant Assurance 5 requires that the airport sponsor “not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances” of its FAA grant agreements.

### **GARAA Has Inserted in Its FBO Agreement and Is Enforcing Nondiscrimination and Reasonableness Provisions as Required by Grant Assurances and FAA Policy**

AOPA argues that Signature imposes exorbitant, and therefore unreasonable, prices on transient general aviation aircraft operators.<sup>2</sup> AOPA does not claim unjust discrimination between based and transient aircraft operators, or unjust discrimination among individual members of the transient operator class. Instead, AOPA argues that Signature’s alleged exercise of monopoly power over fees applicable to transient aircraft operators is, in and on itself, a violation of the obligation to furnish services and impose charges that are reasonable and not unjustly discriminatory.

As noted above, Signature’s FBO Agreement requires that “[t]he fees and charges for any goods or services . . . be reasonable and non-discriminatory.” GARAA understand that Signature imposes two ramp charges on all transient aircraft operators: (1) a handling charge, which can be avoided with a minimum purchase of fuel; and (2) a parking charge. Both charges vary depending

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<sup>2</sup> It should be noted that, upon information and belief, three of the signatories to AOPA’s Part 13 complaint are pilots formerly based at the Airport: two of them moved their aircraft elsewhere after Signature instituted an annual lease for T-hangar space, and the third was denied ramp privileges as a based pilot after he left the employ of one of Signature’s subtenants.

on the type and size of the aircraft.<sup>3</sup> Transient aircraft remaining overnight are also assessed a separate overnight fee. AOPA argues that Signature's pricing model for ramp charges are unreasonable because: (1) they do not "bear a causal relationship to the cost of services rendered" (arguing that "Signature clearly recovers the costs of providing nonaeronautical services . . . from the fees imposed for the operator's aeronautical use of Signature's ramp"); and (2) they "exceed the costs of maintaining and operating ramp space" in violation of FAA policy and practice.

We believe that the legal basis cited by AOPA for the proposition that Signature's ramp charges are unreasonable is mistaken. It is true, as AOPA suggests, that "fees imposed for use of the airfield . . . may not exceed the costs . . . of providing airfield services and airfield assets currently in aeronautical use." Rates and Charges Policy at 55333; *see also* FAA Order 5190.6B ¶ 18.8.h. However, for rates and charges purposes, FAA "considers the airfield assets to consist of ramps or aprons *not subject to preferential or exclusive lease or use agreements.*" Rates and Charges Policy at 55332 (emphasis added). In fact, FAA policy is clear that in order to comply with the self-sustainability requirement of Grant Assurance 24, "aeronautical fees for . . . non-movement area airfield facilities . . . may be at fair market rate." FAA Order 51980.6B ¶ 17.10. "Movement area means the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas." 14 C.F.R. § 139.5.

At the Airport, the general aviation ramp managed by Signature is leased to Signature on a preferential use basis, and it is on the non-movement area of the Airport. Thus, according to our understanding of agency policy, Signature's aircraft aprons are non-movement airfield facilities for which fair market rates are permissible – i.e., GARAA may charge fair market value rent to Signature for its use of the aircraft apron and, in turn, Signature is not restricted to recovering its costs when structuring ramp charges, but may base them on fair market rates. AOPA does not argue that Signature's ramp charges exceed fair market value, and GARAA does not believe that they do. In fact, the numbers belie otherwise: FAA's own records show that while itinerant general aviation operations at the Airport had remained relatively flat after Landmark acquired Asheville Jet's assets and the two leaseholds were combined in 2011, the number of itinerant general aviation operations actually increased following Signature's acquisition of Landmark and the imposition of Signature's new pricing scheme for apron use.

### **Aircraft Handling Services at AVL Are Necessary and Reasonable**

It is also important to understand the nature of and reason for Signature's handling charges, which cover more than the so-called line services typically provided by FBOs. Signature's general aviation terminal building is identified on Exhibit B with the designation "Signature Flight Support AVI Asheville." The general aviation terminal building fronts the narrowest portion of the aircraft apron. There is no room for aircraft tie-downs in the aircraft apron area in front of the terminal building, nor a means for transient aircraft operators to securely walk from the aircraft parking areas to the terminal building. Upon arrival to the general aviation terminal and after deplaning, transient aircraft must be moved from the ramp in front of the terminal building to a parking area – either inside a hangar or to a tie-down spot. When departing, the aircraft must be brought back

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<sup>3</sup> GARAA believes that the nature of Signature's recently-instituted ramp charges applicable to different types of aircraft appear to be unnecessarily complicated and somewhat opaque. As a result, GARAA has requested that Signature simplify its schedule of ramp charges at the Airport to ensure a pricing transparency that is more conducive to better customer service. Signature has responded favorably and is cooperating with GARAA.

from the parking spot to the terminal building so that the pilot and passengers may board. The nature of the Airport layout and aircraft apron geometry and size in the general aviation area makes aircraft handling services a necessity – and, therefore, reasonable – for transient aircraft.

Moreover, transient aircraft operators may avoid Signature’s handling charge with a minimum fuel purchase. While currently (and subject to GARAA’s working with Signature to refine and simplify the methodology), the minimum fuel purchase requirement to waive the handling charge varies based on the type and size of aircraft, GARAA believes that the pricing scheme is permitted under the volume discount exception expressly permitted in Grant Assurance 22.b. The volume discount is available to any customer who buys enough fuel. In short, neither the nature of the handling charge for transient aircraft operators nor the provision for avoiding it appears to be either unjustly discriminatory or unreasonable in violation of GARAA’s Grant Assurances.

### **AVL’s Fuel Prices Are Comparatively Reasonable**

While AOPA does not expressly or directly allege that Signature’s fuel prices are unreasonable, it alleges (wrongly, as noted above) that “Signature’s imposition of handling fees is a mechanism to force transient operators to purchase fuel . . . [that] is priced at a premium, particularly in comparison to nearby public-use airports.” In support for this argument, AOPA includes in its complaint a table comparing the Airport’s fuel prices with the fuel prices at airports within a few miles from the Airport. AOPA sources its own “AOPA Airport Directory, August 2017” for the data it provides.

Attached are the results of two fuel price surveys (Exhibits D and E) conducted by Airport staff during the last weeks of September 2017 and October 2017, respectively, comparing fuel prices at the Airport with the prices at other airports, both air carrier and general aviation, in the region. We note that GARAA’s surveys show that the price for 100LL avgas self-service is among the lowest in the region, and that while the price for jet fuel at the Airport is among the highest (but not always the highest), it does not appear to be unreasonably higher than the price of jet fuel at several other air carrier airports. However, like AOPA’s own price comparison table, we do not believe that this anecdotal evidence, while instructive, is determinative of whether fuel prices at the Airport are at a premium, reasonably or unreasonably. When considering raw data from other airports, it is important to keep in mind that the circumstances at those other airports may not make them perfectly or even directly comparable. For example, neither AOPA’s table nor GARAA’s own survey indicate whether the fuel at the comparable airports is sold by the airport proprietor asserting a proprietary exclusive right or by a commercial entity. And if by a commercial entity, the fuel price data does not indicate: the terms, including financial arrangements, between the FBO and the airport proprietor; the FBO’s business model; the level of capital investment made at the airport by the FBO that must be recovered through its prices; the aggregate amount of fuel sold at the airport or by each FBO; the source of the fuel; the method of fuel delivery to the airport; etc. Finally, the data does not reflect what, if any, airport charges may be included in the price of fuel.<sup>4</sup> All are factors that ultimately influence retail fuel prices at an airport. In short, neither AOPA’s table nor GARAA’s own numbers show that fuel prices at the Airport are at a premium or unreasonable.

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<sup>4</sup> For example, AVL does not charge landing fees to general aviation. Instead, fuel dispensed to general aviation is assessed a \$0.05 per gallon fuel flowage fee that is collected by Signature and remitted to GARAA monthly.

## **AVL Operates in a Very Competitive Environment**

AOPA claims that the lack of competitive forces at the Airport “provides Signature with unfettered monopoly power over . . . critical and basic aeronautical services” (speculating that “the current demand for Asheville Airport is unlikely to support a second FBO”). While it is true that currently there is only one FBO at the Airport, that has changed over time and it can change again. For example, currently the Airport has approximately 50 acres of available land in which a new FBO can be developed (see attached Exhibit C, showing a large developable area just north of the existing general aviation area leased by Signature). In fact, over the past few months GARAA has entered into preliminary discussions with a number of entities that have expressed interest in developing and operating a new, competing FBO at the Airport. The threat of new competitive entry alone serves to discipline prices.

More to the point, however, AOPA’s own complaint lists six other airports within 30 and 40 miles from the Airport offering competitive fuel prices. AOPA attempts to dismiss its own evidence by arguing that “for most [aircraft] operators, the airport selected is based on its proximity to their ultimate destination.” But AOPA’s conclusory statement begs the question: what are the service and geographic markets served by the Airport? GARAA is very sensitive to the fact that the Airport and the aeronautical services offered by it compete with other airports and other aeronautical service providers in the region. Price sensitive aircraft operators have choices.

Notwithstanding the many regional options, pilots and aircraft owners chose to base their aircraft at AVL. There are currently 129 fixed-wing aircraft based at the Airport, of which 68 are stored in t-hangars managed by Signature, and there is currently a list of approximately 30 people waiting for t-hangar space. That hardly reflects an uncompetitive environment in which Signature is able to exert monopoly power.

## **Transient Aircraft Operators Are Not Unreasonably Denied the Right to Self-Service their Aircraft**

Finally, AOPA argues that Signature’s handling fees unreasonably deny transient aircraft operators the right to tie-down their own aircraft (or they may do so while still paying for the handling fee) in violation of Grant Assurance 22.f. But AOPA’s claim ignores the modern realities of operating an airport certificated under 14 C.F.R. Part 139. In accordance with the Airport Security Program, as approved by the Transportation Security Administration, only those individuals in possession of an Airport security badge may have unescorted access to the Airport’s aircraft aprons. Signature is responsible for maintaining the security of its aircraft apron pursuant to a tenant security program entered into between GARAA and Signature, as approved by TSA. An unbadged, transient aircraft operator may not simply taxi over to a tie-down spot, park the aircraft, and walk out of the secured area. Likewise, the same individual could not walk through the fence, unescorted, to her or his aircraft. Such a restriction is not an artifice of the Airport or Signature, but is required by TSA under the circumstances at the Airport. Grant Assurance 22.f. “establishes a privilege of self-service, but it does not, by itself, compel the [airport] sponsor to lease the facilities necessary to exercise the privilege.” FAA Order 5190.6B ¶ 9.7.a. GARAA should not be required to build or set aside ramp space so that transient aircraft operators can park *gratis* or at reduced prices.

## Conclusion

“FAA will not ordinarily investigate the reasonableness of a general aviation airport’s fees absent evidence of progressive accumulation of surplus aeronautical revenues.” Rates and Charges Policy at 55332. While the fees in question are not the fees of a general aviation airport, they are general aviation fees, and the same standard should apply. Here, AOPA has shown no evidence of progressive accumulation of surplus aeronautical revenues.

The facts in this case are simple. Due to market circumstances, Signature is currently the only FBO at the Airport. Signature and its predecessors-in-interest have invested considerable amounts of money to develop aeronautical facilities at the Airport, which are used to make available and provide aeronautical services to the public. As part of its lease arrangement with GARAA, Signature pays fair market value for the buildings, facilities and aprons it leases at the Airport. As permitted by FAA policy, GARAA believes that Signature is pricing its aircraft apron services (handling and parking) reasonably and without unjust discrimination.

GARAA is sensitive to the prices charged at the Airport by all of its tenants, aeronautical and nonaeronautical alike. In the end, however, GARAA relies on market discipline to ensure that aeronautical services and prices are reasonable and nondiscriminatory. This is the same method relied upon by FAA, *see* Rates and Charges Policy at 55335, and FAA Order 5190.6A ¶ 16.22.c., and GARAA believes it should satisfy its obligation to ensure that prices for aeronautical services are reasonable.

Once again, we appreciate the opportunity to submit this response. While we believe that the discussion above is sufficient for the analysis at hand, we stand ready to provide any additional information that you may need.

Sincerely,



Lew Bleiweis, A.A.E.  
Executive Director

### Attachments:

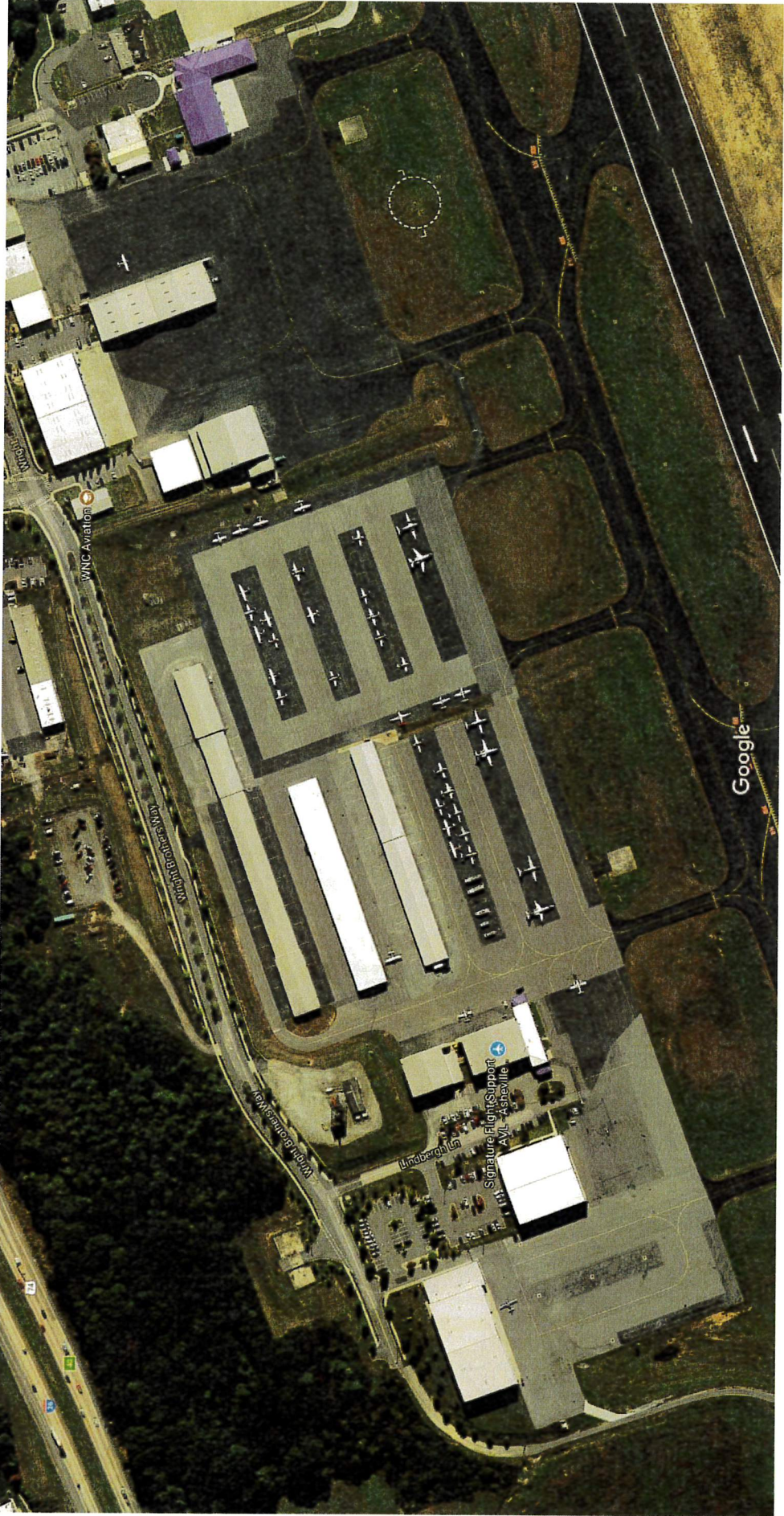
- Exhibit A – Depiction of Signature Premises
- Exhibit B – Aerial Photograph of Signature Premises
- Exhibit C – Aerial Photograph of GA Expansion Area
- Exhibit D – Fuel Survey, September 2017
- Exhibit E – Fuel Survey, October 2017

### cc:

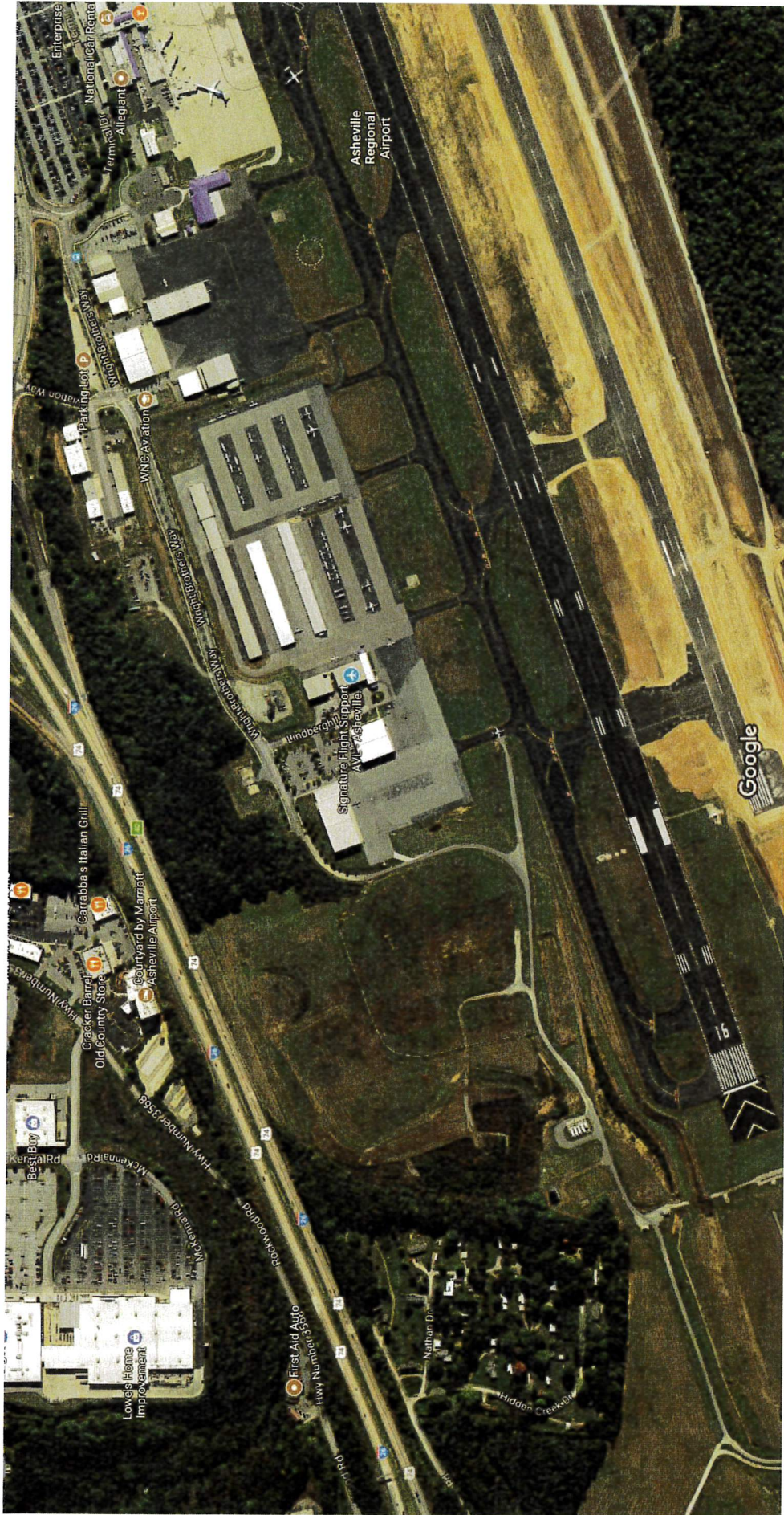
Mr. Steve Hicks  
Mr. Maverick Douglas  
Mr. Phillip Braden  
Pablo Nüesch, Esq.







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## FBO Fuel Prices - Sept. Survey

<u>AIRPORT NAME</u>	<u>STATE</u>	<u>100 LL</u>	<u>JET A</u>
Asheville Regional Airport	North Carolina	SS- \$4.94	\$6.74
		FS- \$6.98	
Charlotte Douglas International Airport	North Carolina	FS- \$6.11	\$5.34
Concord Regional Airport	North Carolina	FS- \$5.64	\$5.06
Raleigh- Durham International Airport (2 FBOs)	North Carolina	FS- \$7.07/\$7.17	\$6.46/\$6.37
Piedmont Triad International Airport	North Carolina	SS- \$4.98	\$6.36
		FS- \$5.95	
McGhee Tyson Airport	Tennessee	SS- \$4.77	\$5.88
		FS- \$5.59	
Tri-Cities Airport	Tennessee	FS- \$5.43	\$5.59
Columbia Metropolitan Airport (2 FBOs)	South Carolina	FS- \$5.68/\$4.99	\$4.61/\$3.95
Greenville Spartanburg International Airport	South Carolina	FS- \$5.84	\$4.99
<b><u>General Aviation Airports</u></b>			
Transylvania County Airport	North Carolina	SS- \$6.18	N/A
Jackson County Airport	North Carolina	SS- \$4.40	N/A
Hickory Regional Airport	North Carolina	SS- \$4.19	\$4.20
		FS- \$4.50	
Rutherford County Airport	North Carolina	FS- \$4.60	\$3.50
Lincolnton-Lincoln County Regional Airport	North Carolina	FS- \$4.39	\$4.39
Lake Norman Airpark	North Carolina	FS- \$4.70	\$4.99
Gastonia Municipal Airport	North Carolina	FS- \$4.86	\$4.69
Statesville Regional Airport	North Carolina	FS- \$4.89	\$4.25
Shelby-Cleveland County Regional Airport	North Carolina	SS- \$4.50	\$3.19
		FS- \$5.00	
Foothills Regional Airport	North Carolina	FS- \$4.50	\$4.19
Charlotte-Monroe Executive Airport	North Carolina	SS- \$5.00	SS- \$3.40
		FS- \$5.60	FS- \$4.10
Greenville Downtown Airport	South Carolina	SS- \$5.36	\$5.22
		FS- \$6.36	
Pickens County Airport	South Carolina	SS- \$4.49	\$4.90
Donaldson Field Airport (2 FBOs)	South Carolina	SS- \$4.96/\$5.36	\$4.82/\$4.77
		FS- \$5.36/\$6.36	
Spartanburg Downtown Memorial Airport	South Carolina	SS- \$4.10	\$3.19
		FS- \$4.54	
Oconee County Regional Airport	South Carolina	SS- \$4.51	\$4.94
		FS- \$4.91	

## FBO Fuel Prices - Oct. Survey

<u>AIRPORT NAME</u>	<u>STATE</u>	<u>100 LL</u>	<u>JET A</u>
Asheville Regional Airport	North Carolina	SS- \$5.13	\$6.65
		FS- \$7.27	
Charlotte Douglas International Airport	North Carolina	FS- \$6.11	\$5.24
Concord Regional Airport	North Carolina	FS- \$5.54	\$4.96
Raleigh- Durham International Airport (2 FBOs)	North Carolina	FS- \$7.07/\$7.15	\$6.47/\$6.37
Piedmont Triad International Airport	North Carolina	SS- \$4.00	\$6.92
		FS- \$6.40	
McGhee Tyson Airport	Tennessee	SS- \$4.77	\$5.88
		FS- \$5.59	
Tri-Cities Airport	Tennessee	FS- \$5.43	\$5.59
Columbia Metropolitan Airport (2 FBOs)	South Carolina	FS- \$5.68/\$4.99	\$4.55/\$3.95
Greenville Spartanburg International Airport	South Carolina	FS- \$5.83	\$4.94
<b><u>General Aviation Airports</u></b>			
Transylvania County Airport	North Carolina	SS- \$6.18	N/A
Jackson County Airport	North Carolina	SS- \$4.40	N/A
Hickory Regional Airport	North Carolina	SS- \$4.19	\$4.20
		FS- \$4.50	
Rutherford County Airport	North Carolina	FS- \$5.00	\$3.39
Lincolnton-Lincoln County Regional Airport	North Carolina	FS- \$4.39	\$4.39
Lake Norman Airpark	North Carolina	FS- \$4.89	\$4.99
Gastonia Municipal Airport	North Carolina	FS- \$4.96	\$4.93
Statesville Regional Airport	North Carolina	FS- \$4.89	\$4.25
Shelby-Cleveland County Regional Airport	North Carolina	SS- \$4.50	\$3.39
		FS- \$5.00	
Foothills Regional Airport	North Carolina	FS- \$4.50	\$4.19
Charlotte-Monroe Executive Airport	North Carolina	SS- \$4.70	SS- \$3.30
		FS- \$5.30	FS- \$3.91
Greenville Downtown Airport	South Carolina	SS- \$4.84	\$4.95
		FS- \$5.54	
Pickens County Airport	South Carolina	SS- \$4.24	\$4.90
Donaldson Field Airport (2 FBOs)	South Carolina	SS- \$4.77/\$5.54	\$4.82/\$4.98
		FS- \$5.54/\$5.84	
Spartanburg Downtown Memorial Airport	South Carolina	SS- \$4.30	\$3.39
		FS- \$4.69	
Oconee County Regional Airport	South Carolina	SS- \$4.46	\$4.74
		FS- \$4.76	