



DARE COUNTY AIRPORT AUTHORITY

Dare County Regional Airport

P.O. Box 429 ~ 410 Airport Road
Manteo, NC 27954
(252) 475-5570 ~ Fax (252) 473-1196



**DARE COUNTY AIRPORT AUTHORITY
MINUTES of the
March 31, 2021 MEETING**

Members Present: Charlie Davidson, Fred Newberry, Joe Blakaitis, William Pope, Wally Overman, George Henderson, David Crownover, Pete Burkheimer, Jr.

Members Absent: Jack Shea

Also Attending: Robert Hobbs, Hornthal, Riley, Ellis & Maland; John Massey & Steve Bright, Talbert & Bright; David Daniels, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board

Chairman Davidson called the March 31, 2021 meeting of the Dare County Airport Authority to order at approximately 4:00 pm.

ITEM 1 - Public Comments:

No Comments submitted prior to the meeting and no comments by phone.

ITEM 2 - Engineer's Report:

John Massey updated on the following: (see attached)

- *Apron Pavement Rehabilitation* – NCDOT Division of Aviation has indicated that they still want the airport to bid the pavement rehabilitation project with two schedules of work. Using both concrete and asphalt pavement. TBI will finalize and coordinate with NCDOT Division of Aviation of the life cycle cost analysis that will be performed once bids are received to compare the concrete and asphalt work. To minimize impacts on the operations during the summer months, the preference is to commence construction late summer of 2021.
- *Runway 23 Land Acquisition* – The draft boundary survey, and Phase I Environmental Due Diligence Audit are complete for the City Beverage and Roughton property acquisition. TBI has coordinated the survey and limits of taking for the City Beverage properties with the appraiser. Subconsultant who performed the Phase I EDDA for Roughton property has indicated that they identified one Recognized Environmental Concern on the property related to the former auto repair shop. In order for them to finalize the necessary Environmental Documentation for the project, they have to recommend some additional soil

and groundwater sampling. We have incorporated their proposal into a work authorization amendment which has been coordinated with the airport and NCDOA. A grant modification is on the agenda for today's meeting to add this work to the existing grant. At the NCOT Board of Transportation meeting February 4th, the BOT approved a grant award to the Dare County Airport Authority for \$2,700,000 for the use in acquiring the properties in the Runway 23 RPX. While this grant award would typically require a \$3000,000 local match, this award only required a local match of \$74,911 due to the remaining in-kind contribution funds available to the airport from the Scarborough Square acquisition project.

TBI also prepared options for the existing airport property to swap with the 0.9 acres of Basnight property that is needed in the Runway 23 RPX. These options were briefly discussed. Further discussion with the facilities committee regarding this item will be performed.

MOTION: Joe Blakaitis motioned to approved Talbert & Bright's Work Authorization # 18-01 Amendment #2 contingent on and reviewed by NCDOA.
SECOND: Fred Newberry
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 3 - Attorney's Report: (attached)

Attorney Hobbs reviewed the AIRBOSS, Inc. contract for the summer of 2021 and is the same as last year except the contract dollar amount and the dates of coverage.

MOTION: Wally Overman motioned to approve the AIRBOSS, Inc. contract as presented.
SECOND: Joe Blakaitis
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Concerns were brought up to possible consider starting the contract early due. Director Daniels stated that he will stay on top of the traffic at the airport.

ITEM 4 - Chair Report:

No report.

ITEM 5 - Director's Report

Airport Direct Daniels reports the following:

- Mobile home lot leases have been issued for 2021 with 85% already signed.
- Vehicle parking invoices for 2021 has been completed.
- Order place for t-shirt and hats to be sold.
- EOC has (2) generators being evaluated by maintenance department.

- The selfserv pump has been looked at and awaiting quote for repairs.
- The gate has been installed and should be up and running this week.
- Next board meeting will possible be in person for the April's meeting.

ITEM 6 - Committee Reports:

No reports

ITEM 7 - Comments from the Authority Members:

No comments.

ITEM 8 - Adjourn

MOTION: George Henderson motioned to adjourn.
SECOND: Pete Burkheimer
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

The meeting was adjourned at 4:45 PM ET

Margaret Stauffer, Clerk to the Board
Dare County Airport Authority

**DARE COUNTY AIRPORT AUTHORITY
410 AIRPORT ROAD, MANTEO, NC
Wednesday, March 31, 2021
AGENDA**

4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING

ITEM 1 PUBLIC COMMENTS

ITEM 2 ENGINEER'S REPORT

ITEM 3 ATTORNEY'S REPORT

ITEM 4 CHAIR'S REPORT

ITEM 5 DIRECTOR'S REPORT

ITEM 6 COMMITTEE REPORT

ITEM 7 COMMENTS FROM THE AUTHORITY MEMBERS

ITEM 8 ADJOURN

Talbert & Bright Engineers Update

February 24, 2021

Apron Pavement Rehabilitation

John Massey provided an update on the status of the Apron Pavement Rehabilitation project. NCDOT Division of Aviation has indicated that they still want the airport to bid the pavement rehabilitation project with two schedules of work. One schedule using concrete pavement and the second schedule using asphalt pavement. TBI is finalizing coordination with NCDOT Division of Aviation of the life cycle cost analysis that will be performed once bids are received to compare the concrete and asphalt schedules of work. To minimize impacts on operations during the Summer months, we understand the preference is to commence construction in late Summer 2021. The anticipated notice to proceed date for construction will be included in the bid documents.

Runway 23 Approach Land Acquisition

The DRAFT boundary surveys, and Phase 1 Environmental Due Diligence Audits are complete for the City Beverage and Roughton property acquisition. TBI has coordinated the survey and limits of taking for the City Beverage properties with the appraiser. As previously discussed our subconsultant who performed the Phase I EDDA for Roughton property has indicated that they identified one Recognized Environmental Concern on the property related to the former auto repair shop. In order for them to finalize the necessary Environmental Documentation for the project, they have recommended some additional soil and groundwater sampling. We have incorporated their proposal into a work authorization amendment which has been coordinated with the airport and NCDOA. A grant modification is on the agenda for today's meeting to add this work to the existing grant.

At the NCDOT Board of Transportation meeting on February 4th, the BOT approved a grant award to Dare County Airport Authority for \$2,700,000 for use in acquiring the properties in the Runway 23 RPZ. While this grant award would typically require a \$300,000 local match, this award only requires a local match of \$74,911 due to the remaining in-kind contribution funds available to the airport from the Scarborough Square acquisition project.

TBI also prepared options for existing airport property to swap with the 0.9 acres of Basnight property that is needed in the Runway 23 RPZ. These options were briefly discussed. Further discussion with the facilities committee regarding this item will be performed.

**DARE COUNTY AIRPORT AUTHORITY
DARE COUNTY REGIONAL AIRPORT**

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

March 29, 2021

**Land Acquisition and Relocation Assistance – Runway 23 RPZ
(1099, 1115, 1133, & 1137 Driftwood Drive)
Work Authorization No. 18-01 Amendment No. 2
TBI Project No. 2301-1801**

**Funding Source: 90% State Funds, 10% Local Funds
Partner Connect Request #: 2345 & 2946**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services. Master Contract expiration date is January 31, 2023.

Description of Work Authorized: When the original work authorization scope for the Runway 23 RPZ Land Acquisition project was coordinated with the Airport and NCDOA, the project included acquisition of the parcel at 1115 Driftwood Drive (the City Beverage Warehouse building) and the adjacent parcel at 1099 Driftwood Drive (a vacant lot). The proposal we received from the appraiser in October 2018 was based on this existing condition.

Since the time of the original work authorization coordination, the vacant parcel was combined with the adjacent mini-storage site and this property was developed by the mini-storage company including a new driveway entrance and outside storage space. The appraiser has contacted the NCDOT Area appraiser to discuss this change in condition as discussed in the attached letter from Bourne Appraisal Service dated March 26, 2021. Based on their discussion, this change in condition requires the surveyor to appraise the mini-storage facility property to determine if there are any damages to the remainder in addition to the value of the property acquired. The attached letter from the appraiser documents the current situation and additional costs required to perform the necessary additional appraisal work as recommended by the NCDOT Area Appraiser.

During the boundary survey work for the parcels at 1115 Driftwood Drive and 1133 Driftwood Drive, the surveyor has encountered several issues which have required additional work including:

- Driftwood Drive ROW is shown to be 50 ft ROW and 60 ft ROW the recorded plats and deeds, which appears to be incorrect. The surveyor has contacted NCDOT and after significant effort trying to get information, were advised by NCDOT that they only recognize a 38 ft ROW in this area, 19 ft each side of centerline. In order to properly reflect the ROW, the surveyor will need to field survey both sides of the pavement to define the roadway centerline. They will provide the necessary monumentation for the newly defined ROW.
- For the property at 1133, the plats and deeds for the parcel are very ambiguous. There were several distances on the plats and deeds that did not match what was found in the field. These discrepancies, in addition to the ROW issue have required significantly more research and will require more field work than included in the original scope.

The surveyor has provided the attached email detailing the additional work tasks required to perform the additional research and coordination with NCDOT, additional field work and completion of the boundary surveys suitable for recording.

Project Development and Coordination Services shall include coordination of survey and appraisal issues with the subconsultants and coordination of the additional scope of work with the Airport Sponsor and NCDOA. Services also include coordination of the additional appraisal information related to the mini-storage property with the Airport Authority. This task also includes preparation of a grant modification to add the costs of the additional services to the existing grant 36244.46.7.1.

Estimated Time Schedule: The additional services shall be completed withing six weeks following notice to proceed.

Cost of Services: This project will be funded with State Grant Funds provided by the NCDOT Division of Aviation through WBS 36244.46.7.1. The method of payment for Project Development and Coordination Services will be lump sum in accordance with Section V of the Contract. The method of payment for Subconsultant Services will be lump sum plus a markup. Subconsultant Services budgets shall not be exceeded without approval of the Owner.

Cost Summary

Project Development and Coordination Services (TBI) (lump sum)	\$4,850.00
Subconsultant Appraisal Services – Bourne Appraisal Service (lump sum)	\$6,500.00
Subconsultant Survey Services – Coastal Engineering & Surveying (lump sum)	\$3,175.00
Subconsultant Services Markup	\$1,000.00
Total	\$15,525.00

Agreed as to Scope of Services, Time Schedule and Budget:

Approved:

Approved for Dare County Airport Authority

For Talbert & Bright, Inc.

Date: _____

Date: _____

Witness

Witness

Manhour Estimate

Land Acquisition - 1099, 1155, 1133, and 1137 Driftwood Drive

Ware County Regional Airport

March 2021

TBI No. 2301-1801 Amend 2

Project Development and Coordination Services		Prin	PM	E3	GA
1	Review Appraisal Issues with Appraiser and coordinate proposal with subconsultant and prepare work authorization amendment	0	2	0	1
2	Review Survey issues with Surveyor and coordinate proposal with subconsultant for additional survey services.	0	2	0	2
3	Coordinate work authorization amendment and subconsultant proposals with Airport Sponsor and NCDOA	1	2	0	2
4	Coordinate appraisal information with Airport Authority and NCDOA for mini-storage facility partial taking.	1	2	1	1
5	Additional coordination with Airport, attorney, NCDOA and land owners during initial phase and negotiations of portion of mini-storage property.	1	2	2	2
6	Prepare and Coordinate Grant Modification for additional survey and appraisal work. Grant modification will be prepared in accordance with AV-102 checklist.	0	1	1	4
Manhour Total		3	11	4	12

Labor Expenses

Classification	Rate	Estimated Manhours	Estimated Cost
Principal	\$83.00	3	\$249.00
Project Manager	\$77.00	11	\$847.00
Engineer IV	\$50.00	4	\$200.00
Grant Admin III	\$36.00	12	\$432.00
Subtotal - Labor Expenses (without Multiplier)		30	\$1,728.00
State Audited Overhead Rates	Overhead Rate: 152.36%	+	\$2,632.78
	Overhead Subtotal:		\$4,360.78
	Profit: 11.00%	+	\$479.69
	Capital Costs: 0.52%	+	\$8.99
Subtotal - Labor Expenses			\$4,849.45

Total - Project Development and Coordination Services

Lump Sum: \$4,849.45

USE: \$4,850.00

Subconsultant Services

Additional Appraisal Services - Bourne Appraisal Service	\$6,500.00
Additional Survey Services - Coastal Engineering and Surveying	\$3,175.00

Subconsultant Services Markup (Markup covers the value and benefit provided to Owner, assumption of responsibility and risk management)

\$1,000.00

Bourne Appraisal Service

Mailing Address
P.O. Box 1687
Nags Head, NC 27959

Gregory L. Bourne, MAI
(252) 441-1221
basobx@charter.net

Office Location
4893 The Woods Road
Kitty Hawk, NC 27949

Mr. John Massey, PE
Talbert & Bright
4810 Shelley Drive
Wilmington, North Carolina 28405

March 26, 2021

Re: Dare County Regional Airport, Land Acquisition and Relocation Assistance - Runway 32 RPZ;
Property Owner: City Beverage Co., Inc.

Dear Mr. Massey,

Since we first provided you with a proposal for this project in 2018, the situation surrounding two (2) of the properties at 1115 and 1099 Driftwood Drive has changed. Before the expansion of its adjacent mini-warehouse project, City Beverage Company, Inc. owned a small dwelling on an individual tax parcel that fronted Driftwood Drive between City Beverage's warehouse building located at 1115 Driftwood Drive and its mini-warehouse development at 1099 Driftwood Drive. As part of an expansion of the mini-warehouse, the single family dwelling was demolished and the parcel was added to the existing mini-warehouse. I have attached a GIS map portraying these two (2) parcels prior to their combination.

In the preliminary recombination survey prepared by Coastal Engineering and dated January 5, 2020, the Airport's proposed acquisition portrays a parcel in which a portion of the expanded mini-warehouse has been combined with the warehouse building located at 1115 Driftwood Drive. Also, a "dogleg" part of the warehouse would be added to the rear of the existing self storage facility. I have attached a highlighted plat for illustration purposes. Generally, the "dogleg" is composed of woodland that appears to be very poorly drained and it adds minimal value to the large warehouse. On the other hand, the part of the mini-warehouse parcel to be combined with the warehouse is improved with 10 rental outside storage spaces, chain-linked fencing and keyed entry gate and it reflects one (1) of two (2) accesses to the mini-storage project.

For Airport Acquisitions, appraisals must follow the standards of the North Carolina Department of Transportation (NCDOT) and due to the unique characteristics of this acquisition, I spoke with Mr. Robert Jessup (252-717-4514), Area Appraiser, of the NCDOT's Appraisal Department who would be reviewing my appraisal report. Since the assignment on the warehouse located at 1115 Driftwood Drive would be a single site, fee simple appraisal, it does not present any valuation issues. However, the "dogleg" area is currently part of the warehouse and it would be included in the appraisal - albeit with little, if any, contributory value. As a portion of a larger parcel, the area to be acquired from the mini-warehouse facility must be considered in conjunction with the property of which it is a part. In these cases, NCDOT requires a before and after valuation to determine if there are any damages to the remainder in addition to the value of the property acquired (i.e. land, fencing, 10 rental sites, etc.).

[continues]

Mr. John Massey
March 26, 2021
Page Two (2)

In the original contract for this job, the assignment included three (3) properties which would be valued concurrently. Due to the change in the scope of work plus the addition of a before and after valuation on the property located at 1099 Driftwood Drive (i.e. the mini-warehouse), my fee to appraise the warehouse located at 1115 Driftwood Drive will increase from \$3,500 to \$5,000 and the additional fee to appraise the mini-warehouse facility would be \$5,000 since due to the change in circumstances described above, this was not included in the original project scope. For 1115 Driftwood Drive, the additional fee reflects my time coordinating with the Area Appraiser while the fee for 1099 Driftwood Drive represents the complexity of a before and after valuation on a mini-warehouse facility. Both appraisal fees include my time for working with NCDOT in the appraisal review process.

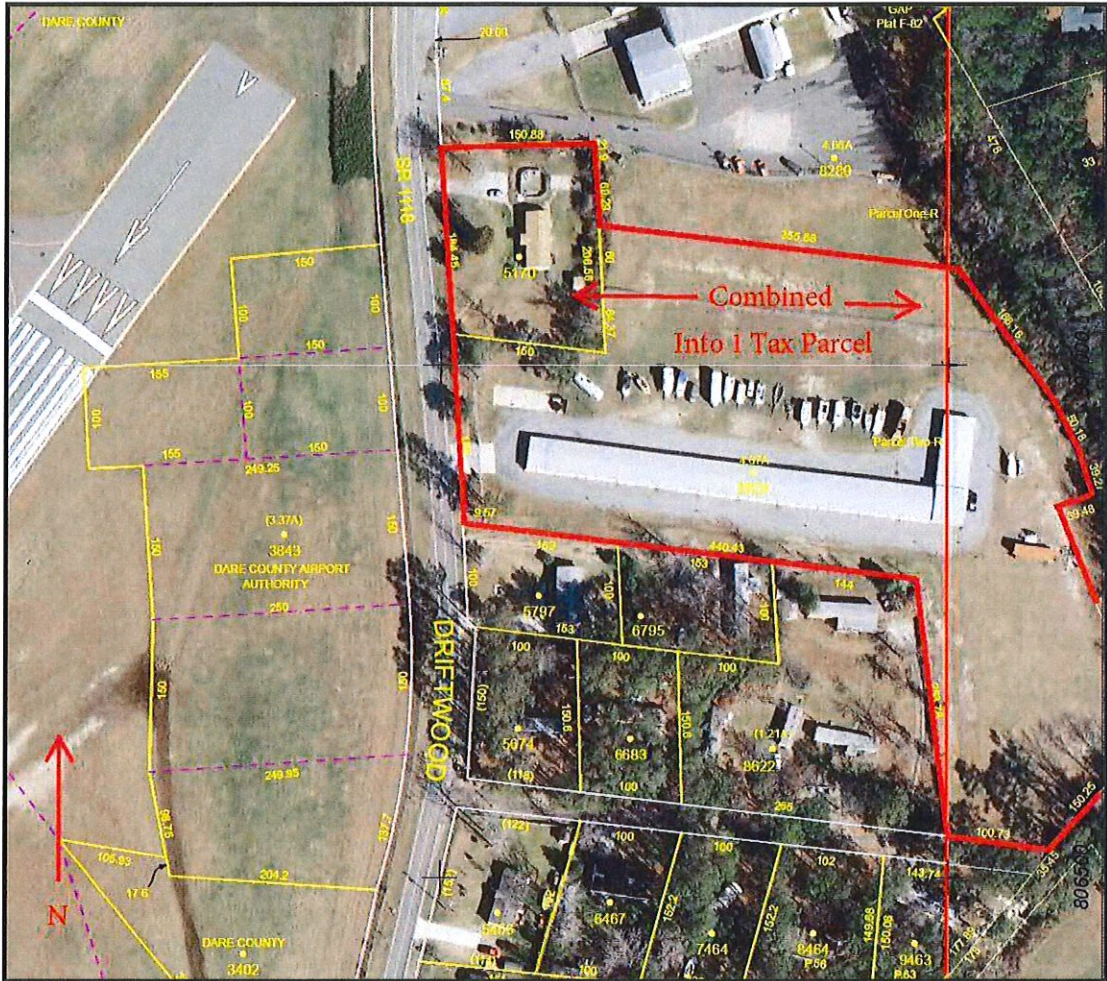
If you have any questions about this project, please call,

Gregory L. Bourne, MAI

Gregory L. Bourne, MAI

Two (2) attachments

Tax Map - Pre-combination



From: Carlos F. Gomez <cgomez@coastales.com>
Sent: Monday, March 22, 2021 4:56 PM
To: John Massey <jmassey@tbillm.com>; Brenna Goldner <bgoldner@tbillm.com>
Cc: Jay Baughman <jay@coastales.com>
Subject: RE: MQJ - Runway 23 RPZ Land Acquisition

John,

Per our conversation we have made the estimates for your review and they are as follows:

Task	S Tech	RLS	PRLS	Field Crew
Office time tracking deed and map errors and interpretations	4 hrs	2 hrs		
Office time preparing new plat contacting NCDOT for ROW	2 hrs		1 hr	
Coordination w Adjacent properties	1 hr		1 hr	
Field Crew locating Road EOP and CL	2 hrs			4 hrs (includes roundtrip)
Calculate new corners and prepare plat for line agreement	2 hrs	1 hr		
Stake new corners and verify plat corner locations	1 hr			4 hrs (roundtrip)
Obtain signatures and Record	1 hr		3 hrs	
Totals Breakdown	13hrs	3hrs	5 hrs	8 hrs
Cost Breakdown	@ \$75	@\$125	@\$165	@\$125
Cost	\$975	\$375	\$825	\$1,000

Total Cost = \$3,175.00

Please note that we are incorporating the survey of the other two parcels, modifications and setting of corners within this supplemental. We will also have the planning department to sign and record the plat for that recombination. Recombinations have to be reviewed by the planning board and are subject to modification which we think will be minimal if any however, they will take time for them to approve and sign. Having to visit the site twice again will be disruptive however new corners have to be set after the location of the road centerline and edge of pavement.

If you have any questions, please call.

Thank you,

Carlos F. Gomez, PE, PLS, President
 Coastal Engineering & Surveying, Inc.
 PO Box 1129
 4425 N. Croatan Highway
 Kitty Hawk, NC 27949
 (252)261-4151 Office
 (252)261-1333 Fax



Marge Stauffer <marge.stauffer@darenc.com>

Fwd: MQI Apron Pavement Rehabilitation

1 message

David Daniels <ddaniels@darenc.com>
To: Marge Stauffer <marge.stauffer@darenc.com>

Thu, Mar 25, 2021 at 3:31 PM

David Daniels

Begin forwarded message:

From: John Massey <jmassey@tbiilm.com>
Date: March 25, 2021 at 1:14:02 PM EDT
To: David Daniels <ddaniels@darenc.com>
Subject: MQI Apron Pavement Rehabilitation

David,

In reference to our phone call this morning, the following is a summary of how we plan to proceed with the Apron Rehabilitation project.

As a follow up to the discussions I've had with you and the airport authority, I wanted to summarize my understanding of how we will be proceeding with the Apron Pavement Rehabilitation project so that we can move the project towards bidding.

Limits of Pavement Rehabilitation: As discussed, plan to rehabilitate/reconstruct the area shown in the attached Figure 1. This will include removal of the pavement along the northwest side of the apron to allow for future hangar construction. This is shown in green in Figure 1. The area where pavement removal will occur will be graded, seeded and mulched to establish a stand of grass. The new apron pavement in front of the future hangars will be graded to drain away from the hangars. Please confirm you are in agreement with the proposed limits of rehabilitation/reconstruction.

Bidding Concrete and Asphalt Pavement Options: We intend to bid the project with two separate schedules of work:

- Schedule I – Concrete Pavement Reconstruction and
- Schedule II – Bituminous Pavement Reconstruction

This will allow us to obtain a complete project bid price for both pavement types. Based on coordination with Robert Hobbs's office, we will include the following paragraph in the bid documents, *"It is the intent of the Airport Authority to award a contract to the lowest responsible qualified bidder for either Schedule I or for Schedule II, based on the lowest bid received for the schedule of work that is in the best interest of the Airport and for which funding is available."* We understand this award methodology is in accordance with the general statutes and it also reduces any confusion on what rights the Airport has on how an award will

be made. Regarding award of one pavement type versus the other, Jamie Fuller at NCDOA has indicated that "If the airport solely wants to reconstruct the apron with concrete, and the bid prices are such that we can only replace the concrete with asphalt (based on the amount that has been awarded), that leaves one of two options:

1. The airport can pay the difference in price between the asphalt bid and concrete bid.
2. The airport can proceed with the asphalt pavement option. "

Once bids have been opened and reviewed, they will need to be coordinated with the airport and NCDOA to confirm the best way to proceed.

Construction Phasing: The bid documents will reflect two phases of construction, as depicted in the attached Figure 2, to allow the contractor to commence work before Labor Day. Using this phasing plan, the contractor would be permitted to commence construction in the Phase 1 work area in late August. In late September, the contractor would be provided the full project area. This would allow the contractor to commence demolition work and subgrade preparation in the Phase 1 area prior to having the full work area available. Please confirm you are OK with the proposed phasing plan.

Schedule for Project Bidding and Construction:

- Final Plans and Specifications to Airport and NCDOA: 4/9/21
- Advertise Project for Bids: 4/18/21
- Prebid Meeting: 4/28/21
- First Bid Opening: 5/18/21
- Second Bid Opening (if 3 bids for both Schedule I and Schedule II are not received at first bid opening): 5/26/21
- Award Recommendation and Grant Modification to Airport Authority: 6/30/21
- Receive Modified Grant: 7/30/21
- Preconstruction Meeting: 8/5/21
- Construction Start (Phase 1): 8/23/21
- Construction Start (Phase 2): 9/20/21
- Construction Complete: 1/20/22

Let me know if you or anyone else has any questions.

Thanks,

John Massey, PE

Talbert & Bright

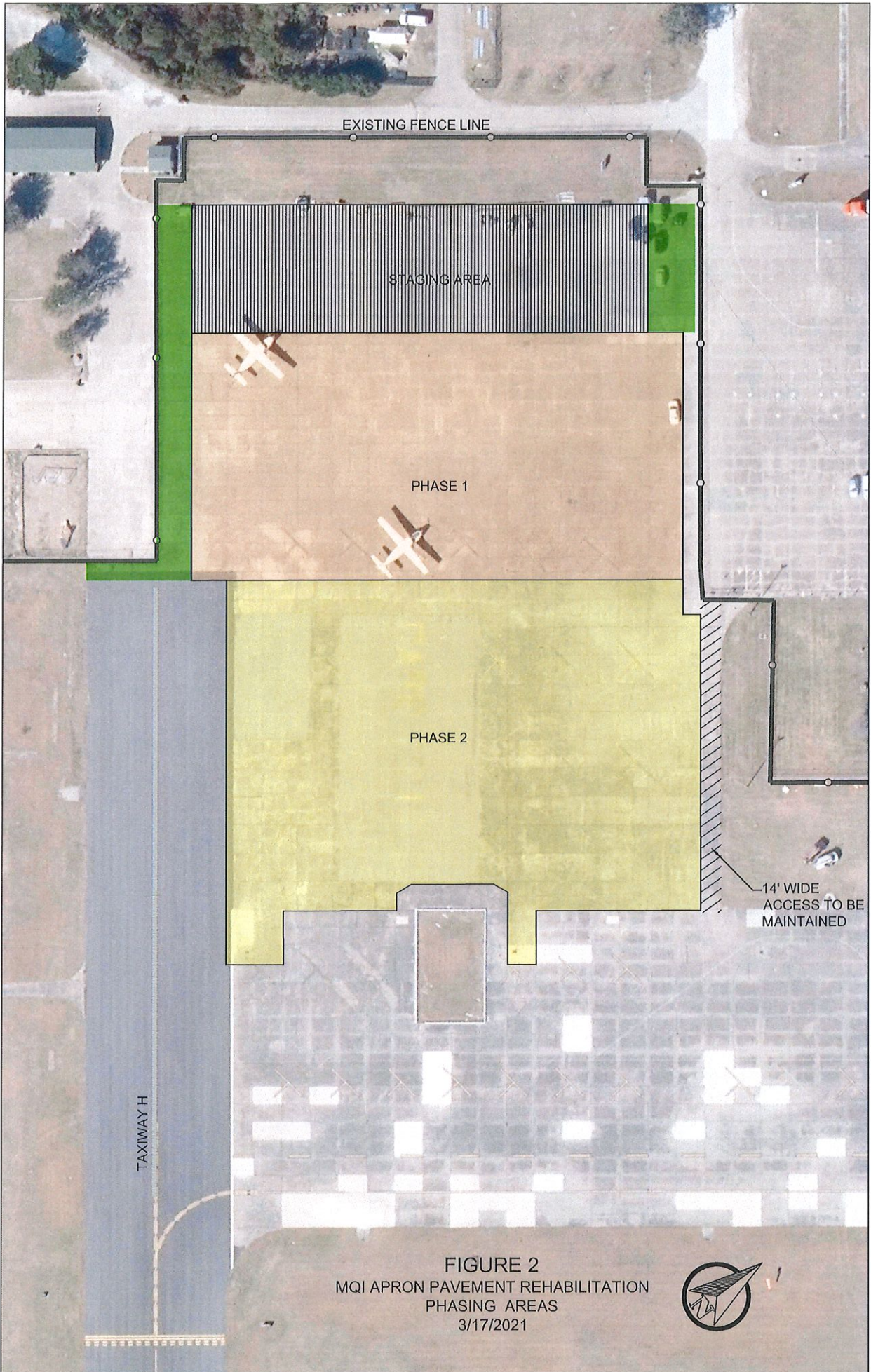
4810 Shelley Drive

Wilmington, NC 28405

(910) 763-5350 / Phone

(910) 762-6281 / Fax





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


Finance Officer

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

THIS CONTRACT (this "CONTRACT") is made and entered into as of the EFFECTIVE DATE (as defined below), by and between the DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, PO Box 429, Manteo, NC 27954 (hereinafter referred to as the "DCAA"), party of the first part and AIR BOSS, INC., a North Carolina corporation, SS/EID# 20-1776507, 220 Seven Oaks Landing, Belmont, NC 28012 (hereinafter referred to as "CONTRACTOR"), party of the second part (jointly, the "Parties").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

a. The services and/or material to be furnished at the Dare County Regional Airport, Manteo, NC (the "AIRPORT") under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

(1) CONTRACTOR shall provide VHF radios/antennas along with discrete frequencies issued by the FAA/FCC if needed.

(2) CONTRACTOR shall provide two (2) certified professional Air Traffic Controllers within the HOURS OF OPERATION, working on a split shift. Two controllers will work at the same time during periods of peak air traffic, as determined by the CONTRACTOR after consultation with the AIRPORT Director, for the entire term of this CONTRACT. At all other times during the HOURS OF OPERATION, CONTRACTOR shall provide one (1) certified professional Air Traffic Controller for the entire term of this CONTRACT.

(3) CONTRACTOR shall provide tower controller services and coordination with FAA facilities to ensure the smoothest flow of air traffic and coordination of aircraft operations into and out of the AIRPORT during the HOURS OF OPERATION.

(4) CONTRACTOR's days and hours of operation at the AIRPORT during the term of this CONTRACT shall be 8:30 AM ET to 6:30 PM ET seven (7) days per week (the "HOURS OF OPERATION")

Initials: AD gac

(5) CONTRACTOR shall maintain for the DCAA a daily record of the number of aircraft operations at the AIRPORT during the HOURS OF OPERATION.

(6) CONTRACTOR shall report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

b. DCAA shall pay CONTRACTOR the following amounts (the "CONTRACT PRICE") for SERVICES rendered under this CONTRACT on a fiscal year basis (July 1 through June 30). All SERVICES may be altered with an amendment to this CONTRACT approved by the DCAA and CONTRACTOR:

(1) Total cost of the SERVICES shall be \$163,500.00, payable in installments as follows:

(2) DCAA FY 2021:

Payment due on the Effective Date of this CONTRACT (25%):

\$40,875.00

80,750.00

Payment due on June 1, 2021 (25%):

\$40,875.00

(3) DCAA FY 2022:

Payment due on July 1, 2021 (25%):

\$40,875.00

Payment due on August 1, 2021 (25%):

\$40,875.00*

81,750.00

TOTAL:

\$163,500.00

* DCAA reserves the right to hold back up to \$4,000.00 from the final payment due on August 1, 2021 (the "HOLDBACK") to cover any damage to the DWELLING (as defined herein) leased by the AIRPORT from a third party for use by the employees of CONTRACTOR during the CONTRACT TERM. Any damage caused by CONTRACTOR's employees, APPROVED PETS (as defined below), family members, invitees, licensees or guests shall be deducted by AIRPORT from the Holdback, with any remaining amount payable to CONTRACTOR accompanied by an itemized list of the deductions and the reasons for such deductions.

c. The Parties by mutual written agreement may elect to amend this Agreement to commence the term of this Agreement prior to May 24, 2021 and/or extend the expiration date of the term of this Agreement past September 10, 2021 (a "TERM EXTENSION"). The Parties agree that the cost of the SERVICES for any approved TERM EXTENSION shall be calculated at \$1,500.00 per day of the TERM EXTENSION. The Airport Director is hereby authorized to approve and execute any TERM EXTENSION for and on behalf of the DCAA.

d. The DCAA may prepay any or all of the CONTACT PRICE in full or in part at any time without penalty.

Initials:

[Signature] gpc

2. TIME PERIOD FOR SERVICES; AVAILABILITY OF FUNDS

a. CONTRACTOR shall provide the SERVICES to the DCAA beginning at 8:30 AM ET on May 24, 2021 and end on September 10, 2021 at 6:30 PM ET (the "CONTRACT TERM").

b. Notwithstanding anything in this CONTRACT to the contrary, this CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The DCAA agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. Unless otherwise specified by a schedule developed by CONTRACTOR and DCAA prior to each payment due date, the CONTRACTOR shall submit an invoice to the DCAA before each due date for payment under this CONTRACT. Payment will be processed promptly upon receipt and approval by the DCAA of the invoice.

4. DCAA's RESPONSIBILITIES

The DCAA shall have the following responsibilities under this CONTRACT:

a. The DCAA shall provide to CONTRACTOR's employees, at no additional cost to CONTRACTOR, a three (3) bedroom residential dwelling (the "DWELLING") for the entire CONTRACT TERM. The DWELLING must accommodate housetrained cats and/or dogs as pets (the "APPROVED PETS"). CONTRACTOR agrees to perform an in-person inspection of a proposed DWELLING at DCAA's request at least 45 days prior to the beginning of the CONTRACT TERM and prior to the DCAA executing a lease for the DWELLING with its landlord, in order to confirm CONTRACTOR's satisfaction with the DWELLING.

b. The DCAA shall provide one (1) computer line/WiFi with passcode.

c. The DCAA shall provide one (1) outside landline telephone line for communication.

d. The DCAA shall provide a remote AWOS display located in the Air Traffic Control Tower.

e. The DCAA shall provide access to the Airport Terminal Building and the Air Traffic Control Tower at all times during the HOURS OF OPERATION.

Initials:

Q *gac*

f. The DCAA shall provide usage of radios and antennas located within the Air Traffic Control Tower.

g. The DCAA shall provide use of a bathroom located on the floor below the Air Traffic Control Tower when only one (1) controller is on duty.

h. The DCAA shall clean the Air Traffic Control Tower at least weekly.

i. The DCAA shall keep the terminal building locked when no DCAA or CONTRACTOR personnel are in the building.

5. OTHER FEES AND CHARGES

The CONTRACT PRICE does not include any applicable Federal, State or local taxes and/or fees. The DCAA shall provide any and all Federal, State and/or local licenses and fees associated with the SERVICES provided by the CONTRACTOR at the AIRPORT, including but not limited to any copyright fees and charges if applicable.

6. LIMITS OF RESPONSIBILITY

CONTRACTOR's responsibilities are limited to providing the SERVICES under this CONTRACT. CONTRACTOR's employees will assist and advise the DCAA's employees on matters of aircraft operations and safety, but in all cases when the CONTRACTOR's employees request decisions from DCAA employees as to aircraft operations and activities, the final decisions for such aircraft operations and activities at the AIRPORT shall rest with the DCAA.

7. INDEPENDENT CONTRACTOR

a. Both the DCAA and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the DCAA for any purpose in the performance of the CONTRACTOR'S duties under this CONTRACT. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this CONTRACT, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

b. In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

c. The CONTRACTOR shall comply with all requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes and shall attest to such with the affidavit attached to this CONTRACT.

Initials:

[Handwritten initials] *gac*

d. All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR's performance of this CONTRACT shall be the CONTRACTOR's responsibility except as expressly provided otherwise in this CONTRACT.

8. INSURANCE AND INDEMNITY

a. The CONTRACTOR shall indemnify and save harmless the DCAA, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the DCAA or which the DCAA must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of CONTRACTOR's obligations under the terms of this CONTRACT.

b. The DCAA shall indemnify and save harmless the CONTRACTOR, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the CONTRACTOR or which the CONTRACTOR must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of the DCAA's obligations under the terms of this CONTRACT.

c. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, obtain, maintain, and keep in full force and effect during the CONTRACT TERM, commercial general liability insurance (without deductible) in a form approved in the State of North Carolina (including broad form property damage coverages). The limits of liability shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The DCAA, its officers, directors, and employees, and the employees of Dare County, shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Contract. CONTRACTOR shall provide the DCAA with evidence of such insurance at least five (5) business days before the commencement date of the term of this CONTRACT.

d. The CONTRACTOR shall be fully responsible to the DCAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by CONTRACTOR.

e. In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry, or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

f. The CONTRACTOR agrees to furnish the DCAA proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

Initials:

[Handwritten initials]

g. The CONTRACTOR upon request by the DCAA shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the DCAA verifying the existence of any insurance coverage required by the DCAA. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

9. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the SERVICES. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the SERVICES and other persons who may be affected thereby.

10. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this CONTRACT may be canceled, terminated or suspended in whole or in part by the DCAA, and the CONTRACTOR may be declared ineligible for further DCAA contracts.

11. TAXPAYER IDENTIFICATION NUMBER

If requested, CONTRACTOR shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the DCAA within five (5) business days after receipt of the DCAA's request.

12. DISCLOSURE BY CONTRACTOR

CONTRACTOR represents and warrants that CONTRACTOR has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the DCAA in connection with this CONTRACT.

13. GOVERNING LAW

This CONTRACT shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this CONTRACT shall be brought in the General Court of Justice of the State of North Carolina in Dare County, North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

Initials: gd gac

14. OTHER PROVISIONS

If applicable, this CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

15. CONTRACT DOCUMENTS/AMENDMENTS

a. This CONTRACT, together with any purchase order and any attached CONTRACTOR proposals or exhibits, constitutes the entire CONTRACT between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

b. In the event of a conflict between any provision of this CONTRACT and any term or condition contained in any CONTRACTOR proposal that may be attached hereto, the terms and conditions of this Contract shall control.

16. EFFECTIVE DATE

The "Effective Date" of this CONTRACT is the date that (1) the last one of CONTRACTOR and the DCAA has signed this CONTRACT, and (2) such signing or initialing is communicated to the other party as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this CONTRACT are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initial lines shall not be a condition of the effectiveness of this CONTRACT.

17. ATTACHMENTS

The following documents are attached to and made a part of this CONTRACT: NONE.

(continued on the following page)

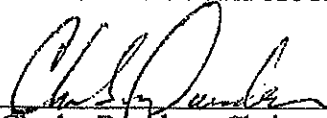
Initials:

18. SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this CONTRACT as of the EFFECTIVE DATE.

DCAA:


DARE COUNTY AIRPORT AUTHORITY

BY: 
Charles Davidson, Chair

Date: 03/31, 2021

CONTRACTOR:

AIR BOSS, INC.

BY: 
George E. Cline, President

Date: 4/1, 2021

Initials: 