



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 August 25, 2021 MEETING

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

Members Absent: Jack Shea, Joe Blakaitis

Also Attending: Robert Hobbs, Hornthal, Riley, Ellis & Maland; David Daniels, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board Sam Long, Chuck Butterbough, Charlie Snow

Chairman Davidson called the August 25, 2021 meeting of the Dare County Airport Authority to order at approximately 4:10 pm.

ITEM 1 - Public Comments:

No Comments.

ITEM 2 - Engineer's Report:

Talbert & Bright was not present at the meeting however submitted the following report:
No action required by the Airport Authority for this project at this time.

- *Apron Pavement Rehabilitation* – The modification to add the construction funds to the existing grant 36244.46.6.1 for the Apron Rehabilitation project has been approved by NCDOT Division of Aviation. Contracts are currently being signed by Hatchell Concrete and TBI expects to receive contracts and bonds back within the week. Once received, the contracts and bonds will be sent to Dare County Regional Airport for review, approval, and signature. Hatchell has indicated that they anticipate starting construction mid to late September. Prior to construction commencing, a preconstruction meeting will be held at the airport. No action required by the Airport Authority for this project at this time. Runway 23 Approach Land Acquisition Offer to purchase was sent by the airport to City Beverage for properties located at 1099 and 1115 Driftwood Drive. We understand that the airport has not yet received a response from City Beverage. The appraisal for the Roughton property, located at 1133 Driftwood Drive was completed and sent to NCDOT Division of Aviation on

August 4, 2021 requesting their assistance in coordinating the review appraisal with NCDOT Right of Way. We followed up with NCDOA in mid-August for an update on the status of the review and on August 18th were told that it is with Right of Way and they have asked that the review be expedited. Once the review appraisal is complete, the information will be coordinated with the Airport Authority so that Just Compensation can be established and an offer to purchase can be made. No action required by the Airport Authority for this project at this time

- *Runway 23 Land Acquisition* – The offer to purchase was sent by the airport to City Beverage for properties located at 1099 and 1115 Driftwood Drive. We understand that the airport has not yet received a response from City Beverage. The appraisal for the Roughton property, located at 1133 Driftwood Drive was completed and sent to NCDOT Division of Aviation on August 4, 2021 requesting their assistance in coordinating the review appraisal with NCDOT Right of Way. We followed up with NCDOA in mid-August for an update on the status of the review and on August 18th were told that it is with Right of Way and they have asked that the review be expedited. Once the review appraisal is complete, the information will be coordinated with the Airport Authority so that Just Compensation can be established and an offer to purchase can be made. No action required by the Airport Authority for this project at this time

ITEM 3 - Attorney's Report:

Robert Hobbs updated on the relocation of graves.

It was discovered that is at least one grave that it located just outside of the fence line that needs to be dealt with in the proposal. The vendor that was selected for the job suggested that the board might discuss this task with the state.

Attorney Hobbs will contact the state to discuss this project and if they would have any interest in the project before taking the next step before placing this on the counties agenda.

ITEM 4 - Chair Report:

- David Daniels, George Henderson, Wally Overman, Charlie Davidson all attended the NCAA Conference. It was well attended and great meetings with lots of information. The members were reminded to turn in any receipts from the trip.

ITEM 5 - Director's Report

Airport Director Daniels updated the following:

- National Aviation Day was August 19th had a great turnout with sever board members present. There were several airplanes displayed, exhibitors and food trucks and very exciting TMB Avenger rides offer.

- Jet and Turboprop movement numbers:
 - June 56 jets / 233 turboprops
 - July 77 jets / 194 turboprops
 - August 55 jets / 140 turboprops
- Airboss, Inc. contract – George Cline inquired about extending the time for the Tower. The traffic has decreased some and the current contract will end September 10th. The board would need to approve and amend the contract if the tower continues after the 10th.

Attorney Hobbs suggested that the Executive Committee (Chair, Vice Chair, Treasurer, and secretary) can review the housing numbers and traffic counts then decide if a Special Board Meeting would be necessary or not.

Mr. Cline also submitted a proposed contract for the next upcoming three years which will include them finding their own housing accommodations. Chairman Davidson recommended that the facilities committee review the proposed tower contract.

In closing Director Daniels shared that he will be out of the office for a few weeks for a scheduled surgery. He is preparing to have everything setup so that things will continue to run smoothly. If any member have any question to ask after the meeting.

ITEM 6 – Consent Agenda

Review/Approve DCAA minutes for June 23, 2021 as presented.

MOTION: Wally Overman motioned to approve the Consent Agenda minutes from the June 23, 2021 as presented.
SECOND: Pete Burkheimer
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 7 - Committee Reports:

Facilities Committee: Pete Burkheimer reports that the facilities committee meets with the Venable Group LLC two weeks ago where a presentation was presented to the committee and discussion on taking over Barrier Island hangar lease. It looks to appear that the group has a good business plan in place.

Attorney Hobbs pointed out that there is a Closed Session on the agenda available should the members need to further discuss any confidential information. It was asked if the committee has a recommendation to advise the board members so that it can be voted on by all members.

Fred Newberry stated he also agree that the presentation was well put together and all the board members had time to review the confidential financial documents provided.

Pete Burkheimer confirmed that the committee concurs in accepting the assignment of the lease with the Venable Group, LLC. Providing all members have reviewed and accepted the confidential records provided. The applicant also is willing to pay six months in advance as good faith if needed.

Attorney Hobbs summarizes the consent of the lease:

- Recognizes the current lease, confirms that the tenant and the applicant have asked the authority to approve it and both are required to sign the agreement.
- The applicant assumes all responsibilities of the tenant in the lease however the tenant does remain a party to the lease.
- Both parties can work out legally any contractual agreements with themselves.
- The tenant is not released from the lease itself.
- It becomes effective upon signing of all the parties.
- It does say that tenant agrees to reimburse the airport if there are any expenses made by the airport.
- The lease remains in full force in affect without modification.
- The parties the tenant and applicant represent that they have full authority and power to execute the agreement.

MOTION: David Crownover motioned to approve consent to assignment of lease to the applicant and also delegate the Airport Attorney and Chairman to negotiate any minor changes needed.

SECOND: Pete Burkheimer

DISCUSSION: None

OPPOSED: None

OUTCOME: Carried

ITEM 8 - Comments from the Authority Members:

No Comments.

MOTION: Pete Burkheimer motioned to amend the Agenda to remove Item #9 Closed Session.

SECOND: Wally Overman

DISCUSSION: The Closed Session was not needed.

OPPOSED: None

OUTCOME: Carried

ITEM 9 - Closed Session:

The Closed Session was not needed.

ITEM 10 - Adjourn

MOTION: Bill Pope motioned to adjourn.
SECOND: George Henderson
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, August 25, 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 CONSENT AGENDA

a. June 23, 2021

ITEM 7 COMMITTEE REPORT

ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS

ITEM 9 CLOSED SESSION

Closed session pursuant to North Carolina General Statute 143-318.11(a)(1) to prevent the disclosure of information that is not a public record within the meaning of Chapter 132 of the North Carolina General Statutes.

ITEM 10 ADJOURN

GUEST SIGN-IN SHEET

D.C.A.A. MEETING
August 25, 2021

NAME & ADDRESS

REPRESENTING

SAM LONG
VIRGINIA BEACH

THE VENABLE GROUP

CHARLIE SNOW
MANTED

THE VENABLE GROUP

chuck Batenbaugh

The Venable Group

Talbert & Bright Engineers Update

August 25, 2021

Apron Pavement Rehabilitation

The modification to add the construction funds to the existing grant 36244.46.6.1 for the Apron Rehabilitation project has been approved by NCDOT Division of Aviation. Contracts are currently being signed by Hatchell Concrete and TBI expects to receive contracts and bonds back within the week. Once received, the contracts and bonds will be sent to Dare County Regional Airport for review, approval, and signature. Hatchell has indicated that they anticipate starting construction mid to late September. Prior to construction commencing, a preconstruction meeting will be held at the airport.

No action required by the Airport Authority for this project at this time.

Runway 23 Approach Land Acquisition

Offer to purchase was sent by the airport to City Beverage for properties located at 1099 and 1115 Driftwood Drive. We understand that the airport has not yet received a response from City Beverage.

The appraisal for the Roughton property, located at 1133 Driftwood Drive was completed and sent to NCDOT Division of Aviation on August 4, 2021 requesting their assistance in coordinating the review appraisal with NCDOT Right of Way. We followed up with NCDOA in mid-August for an update on the status of the review and on August 18th were told that it is with Right of Way and they have asked that the review be expedited. Once the review appraisal is complete, the information will be coordinated with the Airport Authority so that Just Compensation can be established and an offer to purchase can be made.

No action required by the Airport Authority for this project at this time.

STATE OF NORTH CAROLINA

CONSENT TO ASSIGNMENT OF LEASE

COUNTY OF DARE

THIS CONSENT TO ASSIGNMENT OF LEASE (this "Consent") is made and entered into this ____ day of _____, 2021, effective as of the time set forth herein below, by and between DARE COUNTY AIRPORT AUTHORITY, a body politic and corporate created under authority of the North Carolina General Assembly and a resolution of the Dare County Board of Commissioners, P.O. Box 429, Manteo, NC 27954 ("DCAA"); BARRIER ISLAND AVIATION, LTD., a North Carolina Corporation, whose mailing address is 407 Airport Road, Manteo NC 27954 ("Assignor"); and THE VENABLE GROUP, LLC, a North Carolina Limited Liability Company, whose mailing address is 3819 Park Avenue, Wilmington, NC 28403 ("Assignee").

WITNESSETH:

WHEREAS, DCAA and Assignor entered into a lease dated May 26, 2017 (the "Lease") for the occupancy of a transient hangar with an approximate size of 120 feet by 100 feet of space located in the Dare County Regional Airport in Manteo, North Carolina and more particularly described in the Lease (the "Leased Premises"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest under the Lease, and Assignee agrees to assume the obligations as tenant under the Lease; and

WHEREAS, Assignor and Assignee intend to execute a separate assignment of the Lease for the purpose of assigning to Assignee all Assignor's right, title and interest under the Lease (the "Assignment"); and

WHEREAS, Assignor and Assignee have requested that the DCAA consent to the assignment of the Lease, and the DCAA is willing to consent to the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the DCAA does hereby consent to the assignment of the Lease from the Assignor to Assignee, subject, however, to the following terms, provisions, and conditions:

1. Notwithstanding the assignment of the Lease to Assignee or anything to the contrary in the Assignment, Assignor shall remain fully liable for any and all obligations under the Lease accruing before or after the date hereof. From and after the date hereof, Assignee shall be subject to all of the terms, covenants and conditions of the

Lease and shall assume all obligations of Assignor under the Lease. Assignor and Assignee, by their execution below, do hereby acknowledge their joint and several liability to the DCAA under the Lease, and agree and acknowledge that their joint and several liability to the DCAA thereunder is not waived, discharged, modified, released, amended, or otherwise altered by the assignment described herein.

2. This Consent shall, with respect to the assignment of the Lease described herein, become effective and operative only after being signed and approved by all of the parties to this Consent.

3. Assignor agrees to reimburse the DCAA for any and all commercially reasonable expenses incurred by the DCAA in connection with the Assignment and with this Consent.

4. The parties hereto acknowledge and agree that all terms of the Lease remain in full force and effect without modification.

5. Assignor and Assignee certify and represent (each with respect to itself) that they have the power and authority to enter into this Consent, and that this Consent has been duly authorized by all necessary action of each of them.

6. Consent by the DCAA to this Assignment shall not revoke, terminate or destroy, or operate as a waiver of, the prohibition contained in the Lease as to future assignments or subleases, and all such future assignments and subleases shall be made only with the DCAA's prior written consent in each instance.

(continued on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Consent under seal as of the day and year first above written.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY: _____

Name: Charles Davidson

Title: Chair

Date: _____

ASSIGNOR:

BARRIER ISLAND AVIATION, LTD.

BY: _____

Name: Jerod Andrew Rosman, Jr.

Title: President

Date: _____

ASSIGNEE:

THE VENABLE GROUP, LLC

BY: _____

Name: _____

Title: _____

Date: _____