



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  
November 4, 2021 Meeting**

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

**Members Absent:** Jack Shea

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

**Public Attending:** Sam Long & Brandon Lozan, Outer Banks Aviation

Chairman Davidson called the November 4, 2021 meeting of the Dare County Airport Authority to order at approximately 4:02 pm.

**ITEM 1 - Public Comments:**

*Sam Long representing Outer Banks Aviation* - Mr. Long proposed to the board about having a sign made for after hour maintenance and their phone number. The sign will not have any logos or company names. They also would like to place their business phone number on the building facing the ramp. This would be for anyone coming in afterhours can find the number easily and call for services needed.

Chairman Davidson suggested for Mr. Long and their group work with management and the facilities committee to come up with an approved solution of a sign and possible as the afterhours fuel phone number.

**ITEM 2 – Proposed 2022 Airboss, Inc. Contract:**

(see attached)

Chair Davidson stated that the facilities committee did review the proposed contract with Airboss, Inc. and all parties did come to an agreement.

Attorney Hobbs did disburse ahead of time the redlined version and revised version of the proposed contract. The red-line version shows the changes for removing the rental housing, slight price change and date adjustment but overall is the same as prior year contracts. He recommended approving the Proposed Airboss contract for 2022.

**MOTION:** Pete Burkheimer motioned to approve the Proposed 2022 Airboss, Inc. contract as presented.  
**SECOND:** Joe Blakaitis  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

**ITEM 3 - Engineer's Report:**

*John Massey updated by phone on the following: (see attached)*

- *Apron Construction Rehabilitation* – A construction progress meeting was held earlier in the day on November 4<sup>th</sup> for the apron pavement rehabilitation project. Hatchell has been waiting for delivery of the low-profile barricades to block off the construction area. New access gate has been installed to provide separate access point for contractor personnel. Contract time will commence on Monday November 8<sup>th</sup>. Hatchell will begin work by removing the existing concrete pavement. Contract time is 150 calendar days and construction will be completed in early April.
- NEP grant funds update - The airport has \$39,696 in 2018 Non-Primary Entitlement (NPE) Funds that will expire in May 2022. These funds must be obligated in a grant by January 27, 2022 and expended by the end of May. Options for expending these funds was discussed and TBI was asked to prepare some preliminary cost information for a new hangar project, airfield lighting system replacement project and Runway 17 Approach clearing projects for the Authority to review at their December meeting so that a decision can be made on how to proceed.

**ITEM 4 - Attorney's Report:**

None

**ITEM 5 - Chair Report:**

Chairman Davidson - Welcomed Director Daniels back from surgery and happy all went well.

Congratulated Director Daniels for being 1 of the first 15 people in the state to complete and earn the NCDOT Division of Aviation's Airport Leadership and Management Program. The performance evaluation was completed for Director David Daniels by the Chairman Davidson and the HR Dept., and went very well. On the same note, Director Daniels will be retiring and submitted his resignation letter to the authority as of April 1, 2022.

Director Daniels shared that he started at the airport at 21 years old and will have a little over 32 years of service when he retires in April. With having heart surgery it opened his eyes and wants to spent more time with his wife, grandkids help his son build a house and to catch more fish!

Chairman Davidson thanked for his services and appreciates giving the authority time to find a replacement and would like his help in the hiring process. Gave the best of health for the next 40-50 more years!

**ITEM 6 - Director's Report**

Director Daniels –

- Thanked the authority for all their prayers before during and after having surgery. Everything went pretty well considering. Still not back to 100% yet, but well on the way.
- The mausoleum roof is scheduled to be replaced very soon.

**ITEM 7 - Committee Reports:**

*Facility/Safety Committee:* no report.

**ITEM 8 - Comments from the Authority Members:**

*David Crownover* – Happy retirement to David Daniels and it will be a hard time replacing David. Hopes he would take part in the hiring process.

*Fred Newberry* – Glad to see that David is back and hate to see him go.

*Wally Overman* – Very glad David's surgery went well and he looks good. Congratulations to David on his retirement and hate to see him go.

*Bill Pope* – Happy retirement! Is there a candidate now that David is working with that shows interest or is qualified?

*Pete Burkheimer* – Congrats to David!!

*Director Daniels* – Thanked the authority and there are a couple of good candidates that have expressed an interest in the job.

*Attorney Hobbs* stated that the committee would need to work the county's HR Dept. for this process. Be sure the Elizabeth Reilly is in the process from the beginning.

**ITEM 9 - Adjourn**

- MOTION:** George Henderson motioned to adjourn.
- SECOND:** Bill Pope
- DISCUSSION:** None
- OPPOSED:** None
- OUTCOME:** Carried

The meeting was adjourned at 5:38 PM ET

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Margaret Stauffer, Clerk to the Board  
Dare County Airport Authority

**DARE COUNTY AIRPORT AUTHORITY  
410 AIRPORT ROAD, MANTEO, NC  
Thursday, November 4, 2021  
AGENDA**

**4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**

**ITEM 1 PUBLIC COMMENTS**

**ITEM 2 PROPOSED 2022 AIRBOSS, INC. CONTRACT**

**ITEM 3 ENGINEER'S REPORT**

**ITEM 4 ATTORNEY'S REPORT**

**ITEM 5 CHAIR'S REPORT**

**ITEM 6 DIRECTOR'S REPORT**

**ITEM 7 COMMITTEE REPORT**

**ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS**

**ITEM 9 ADJOURN**

**GUEST SIGN-IN SHEET**

**D.C.A.A. MEETING**

**November 4, 2021**

**NAME & ADDRESS**

**REPRESENTING**

SAM LONG 407 AIRPORT RD

OUTER BANKS AVIATION

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**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 # \_\_\_\_\_  
(Air Traffic Control Services for Summer 2022)**

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.

Initials: \_\_\_\_\_

(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")

(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 \$184,000.00, payable in installments as follows:

(2) DCAA FY 2022:	
Payment due on the Effective Date of this CONTRACT (25%):	\$44,000.00
Payment due on June 1, 2022 (25%):	\$46,000.00
(3) DCAA FY 2023:	
Payment due on July 1, 2022 (25%):	\$46,000.00
Payment due on August 1, 2022 (25%):	\$46,000.00

TOTAL: \$184,000.00

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

d. The CONTRACT PRICE includes an amount for a housing allowance. CONTRACTOR shall procure housing for its employees at the sole cost and expense of CONTRACTOR.

## 2. TIME PERIOD FOR SERVICES; AVAILABILITY OF FUNDS

a. CONTRACTOR shall provide the SERVICES to the DCAA beginning at 8:30 AM ET on Monday, May 23, 2022 (the "START DATE") and end on Friday, September 9, 2022 at 6:30 PM ET (the "END DATE") (collectively 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.

Initials: \_\_\_\_\_

c. The Parties by mutual written agreement may elect to amend this Agreement in writing to commence the term of this Agreement prior to the START DATE and/or extend the expiration date of the term of this Agreement past the END DATE (a "TERM EXTENSION"). The Parties agree that the cost of the SERVICES for any mutually-agreed 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.

### **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.

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.

Initials: \_\_\_\_\_



- 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.

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.

Initials: \_\_\_\_\_

**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.

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.

Initials: \_\_\_\_\_

**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.

**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.

Initials: \_\_\_\_\_

**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: \_\_\_\_\_, 20\_\_\_\_

CONTRACTOR:

AIR BOSS, INC.

BY: \_\_\_\_\_  
George E. Cline, President

Date: \_\_\_\_\_, 20\_\_\_\_

Initials: \_\_\_\_\_

## **Talbert & Bright Engineers Update**

**November 4, 2021**

### **Apron Pavement Rehabilitation**

A construction progress meeting was held earlier in the day on November 4<sup>th</sup> for the apron pavement rehabilitation project. Hatchell has been waiting for delivery of the low-profile barricades to block off the construction area. New access gate has been installed to provide separate access point for contractor personnel. Contract time will commence on Monday November 8<sup>th</sup>. Hatchell will begin work by removing the existing concrete pavement. Contract time is 150 calendar days and construction will be completed in early April.

### **NPE Grant Fund Update**

The airport has \$39,696 in 2018 Non-Primary Entitlement (NPE) Funds that will expire in May 2022. These funds must be obligated in a grant by January 27, 2022 and expended by the end of May. Options for expending these funds was discussed and TBI was asked to prepare some preliminary cost information for a new hangar project, airfield lighting system replacement project and Runway 17 Approach clearing projects for the Authority to review at their December meeting so that a decision can be made on how to proceed.