



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 July 29, 2020
SPEICAL MEETING

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

Members Attending Remotely: Jack Shea

Members Absent:

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; Thomas Morgan, Manteo Rotary Club

Chairman Davidson called the July 29, 2020 meeting of the Dare County Airport Authority to order at approximately 4:00 pm.

ITEM 1 - Public Comments:

No Comments.

ITEM 2 - Engineer's Report:

John Massey updated on the following: (see attached)

- *Apron Pavement Rehabilitation* – The plans and specifications are 100% complete and submitted on June1, 2020. Per NCDOA it was not advisable to advertise bidding for this project, due to the need for additional construction funds needed to complete the whole project. The estimated funds needed to complete the construction are \$3,150,000.
- *ALP Update, Narrative Report and 18B Survey* – The local match of 10% requires the board's approval. Once approved the final grant for signature by the Airport Authority.

- *Runway 23 Land Acquisition* – The Grant was finalized and a Notice to Proceed has been issued. A General Information Notice and Right of Entry Form is being coordinated with the Airport Director and Attorney to be send to all three property owners. Director Daniels has made initial phone contact with the three property owner and two of the owners have indicated their willingness to consider a sale.

ITEM 3 – ALP Update, Narrative Report and 18B Study:

Director Daniels stated:

The Grant budget information was presented and confirmed that funds were available in the budget. The 10% Local Match amount is \$40,173. *(see attached)*

MOTION: Bill Pope motioned to approve
SECOND: Joe Blakaitis
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 4 – Community Garden Proposed License Agreement:

Director Daniels update:

The Manteo Rotary Club has expressed an interest in the Proposed License Agreement and below is a few small changes to the original agreement. *(see attached)*

- County water is now supplied to the garden location and if in the future the airport is bill for the water use the Manteo Rotary Club will reimburse the airport for the bills.
- The small garden shed is owned and will be maintained by the Rotary Club for store tools and supplies.
- Trees are prohibited except the current fruit trees. Prior authorization from the Airport Director if any other fruit trees are desired.

Skip Morgan from the Manteo Rotary Club thanked the Airport Authority for their support through the past years. The garden helps supply food to the local food banks. The club is excited to take on the lease agreement. The garden helps support the local community and food banks,

MOTION: Wally Overman motioned to approved Proposed License Agreement for the Community Garden as presented.
SECOND: Bill Pope
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 5 - Attorney's Report:

Attorney Robert Hobbs updated the following:

- *Barrier Island hangar* – OBX Airplanes, LLC sent an email inquiring about a wait list for this hangar. This company would like to be the first on the list for this hangar when it comes available. Does the authority want to give one operator Right of first refusal or first priority without conceding all possible options if there is not a list?

Director Daniels stated there is not list for this hangar and that there is no indication that Barrier Island is leaving or going anywhere.

Attorney Hobbs suggested not make a list, when the hangar becomes available then the board at that time can send it for multiple bids and accept the best proposal at that time.

The Authority Members agreed that when the hangar becomes available the authority at that time can decide what to do. It was the member's consensus that the Airport Attorney respond to the email request.

- *New Board Meeting List* (see attached) – The Proposed Regular Meeting list was revised for the remainder of the calendar year. The regular meetings are published to be held at the pavilion at 6pm. Anytime a board meeting date is changed, the regular meeting is cancelled and then a Special Meeting is scheduled. It appears that the new facility seems to be best for spacing and timing needs. To adopt this new list it will allow the meetings to be held as a regular meeting.

MOTION: Joe Blakaitis motioned to approve the Proposed Regular Meeting for the Airport Authority as presented.
SECOND: Jack Shea
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 6 - Chair Report:

Chairman Davidson presented the following: (see attached)

- Traffic Counts for 2019 and July 2020
- Fuel Sales History for AV and jet fuel for 2019 and 2020

ITEM 7 - Director's Report

Airport Direct Daniels:

- *Traffic count update: (see attached)*
June average movements - 183 compared to 214 for 2019
July average movements - 214 compared to 235 for 2019
Compared gallons instead of price due to the price of fuel are cheaper this year.
July fuel sales are down about 15%.
- *Manteo Etheridge Cemetery –*
Director Daniels stated that there is a small abounded cemetery on airport property near the community garden. Ladd Bayliss with Outer Banks Conservationists which manages Island Farms has some of the Etheridge family buried there and they have expressed an interest in cleaning up and maintaining the cemetery.

Attorney Hobbs suggested that the board ask for more information. Ask for a formal proposal that would specify what their plans are for the cemetery and how much of an area will it be. Once a proposal with the information is provided, it can be referred to a committee for further review.

Director Daniels will follow-up with Ladd Bayliss for more information.

ITEM 8 – Consent Agenda

Review/Approve DCAA minutes as presented.

MOTION: Bill Pope motioned to approve the Consent Agenda minutes from the April 29, 2020 and June 24, 2020 as presented.
SECOND: George Henderson
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Committee Reports:

Events Committee: Fred Newberry

- AOPA: No update.

Facilities/Safety Committee: Joe Blakaitis

- Open committee position – David Crownover was appointed the Facilities Committee by Chairman Davidson.
- New Airport Sign – The Airport Attorney is mailing a letter this week.

ITEM 9 - Comments from the Board

Joe Blakaitis – Asked that the WACO airplane incident this past month be documented in the minutes.

Director Daniels confirmed that was an incident a few weeks ago with no injuries and the incident was report FAA. It was recorded by the airport cameras and one runway light was damaged.

Fred Newberry stated that he was contacted by the pilot and assured him that the pilot is getting additional training.

David Crownover - stated that as pilot he has enjoyed flying into Manteo with the Tower in operation.

Chairman Davidson – National Aviation Day is August 19th. And the First Flight Society is asking to put up a table that day. Some concerns came up about the social distancing and who will control the number of people in the building. The members were all in agreement that the Airport Director to get more information about the event and work out the details with the First Flight Society group.

ITEM 10 - Adjourn

MOTION: Joe Blakaitis motioned to adjourn.
SECOND: Bill Pope
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

The meeting was adjourned at 5:30 PM ET

Margaret Stauffer, Clerk to the Board
Dare County Airport Authority

**DARE COUNTY AIRPORT AUTHORITY
410 AIRPORT ROAD, MANTEO, NC
Wednesday, July 29, 2020
AGENDA**

- 4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**
- ITEM 1 PUBLIC COMMENTS**
- ITEM 2 ENGINEER'S REPORT**
- ITEM 3 ALP UPDATE, NARRATIVE REPORT AND 18B SURVEY
– Local Match of 10% \$40,173 approval**
- ITEM 4 COMMUNITY GARDEN PROPOSED LICENSE AGREEMENT
– Manteo Rotary Club**
- ITEM 5 ATTORNEY'S REPORT**
- ITEM 6 CHAIR'S REPORT**
- ITEM 7 DIRECTOR'S REPORT**
a. **Manteo Etheridge Cemetery**
- ITEM 8 CONSENT AGENDA**
a. **Approve Minutes– April 29, 2020 DCAA Meeting**
b. **Approve Minutes– June 24, 2020 DCAA Meeting**
- ITEM 9 COMMENTS FROM THE AUTHORITY MEMBERS**
- ITEM 10 ADJOURN**

GUEST SIGN-IN SHEET

D.C.A.A. MEETING

July 29, 2020

NAME & ADDRESS

REPRESENTING

Thomas Morgan

Manted Rotary

Talbert & Bright Engineers Update

July 29, 2020

Apron Pavement Rehabilitation

100% plans and specifications for the Apron Pavement Rehabilitation project were completed and submitted to MQI and NCDOA on June 1, 2020. In the email transmitting plans and specifications to NCDOA, TBI requested NCDOA's concurrence with proceeding with advertising the project for bids.

Jamie Fuller from NCDOA responded by email to the request to proceed with bidding on June 11th. Jamie indicated that "It is not advisable to advertise this project for bidding yet, due to the need for additional construction funds to make the project whole". TBI will continue to stay in contact with NCDOA regarding funding for the construction phase and moving forward with advertising the project for bids. Estimated funds needed to complete the construction is \$3,150,000.

ALP Update, Narrative Report and 18B Survey

The work authorization including work scope, manhours and cost has been approved by NCDOA. A new grant for the project is being established using the funds previously awarded to the Airport Authority for the project. Approval of the local match is included on this meeting's agenda. With approval of the local match, the NCDOA will prepare the final grant for signature by the Airport Authority; it is anticipated the grant will be issued in August with the expectation the Authority will approved the grant and work authorization at the August meeting. Work on the ALP Update could begin within 30 days of approval.

Runway 23 Land Acquisition

The grant for acquisition of four parcels in the approach to Runway 23 has been finalized by NCDOA and a Notice to Proceed has been issued. The acquisition will allow the airport to control the land within the Runway 23 RPZ and allow the airport to remove obstructions from the approach. Fee simple acquisition is proposed for all properties. This grant will cover all preliminary land acquisition tasks including appraisals, review appraisals, surveys, Phase 1 Environmental Due Diligence Audit, engineering, legal, and administrative work. A follow up grant will be needed for the actual land acquisition.

Talbert & Bright has coordinated General Information Notices and Right of Entry Forms with David Daniels and Robert Hobbs to send to the three property owners. David Daniels has made initial phone contact with the three property owners and two of the owners have indicated their willingness to consider a sale. Once Right of Entry is obtained, the Boundary Survey and Phase I Environmental Due Diligence Audit work will commence. Appraisal work will follow completion of the survey and environmental work.

Dare County Regional Airport (MQI)

Airport Layout Plan Update, Narrative Report and 18B Survey

WBS: 36237.35.16.1

TBI #: 2301-1902

Estimated Project Budget

Revised July 20, 2020

		ALP Update, Narrative Report & 18B Survey Planning TBI Project: 2301-1902
(A101) ADMINISTRATIVE EXPENSES		
	SUBTOTAL	\$ -
(A102) PRELIMINARY ENGINEERING, TESTING		
	Project Formulation	\$ 14,800.00
	ALP Update with Narrative Report	\$ 290,600.00
	Subconsultant FAA 18B Aerial Survey and Mapping - Quantum Spatial	\$ 80,817.00
	SUBTOTAL	\$ 386,217.00
(A103) PROPERTY ACQUISITION		
	SUBTOTAL	\$ -
(A104) ENGINEERING SERVICES BASIC FEES		
	Grant Administration	\$ 7,510.00
	Subconsultant Services - Fixed Fee	\$ 8,000.00
	SUBTOTAL	\$ 15,510.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE TESTING, OTHER		
	SUBTOTAL	\$ -
(A106) CONSTRUCTION AND PROJECT IMPROVEMENT COST		
	SUBTOTAL	\$ -
<i>Rounding in EBS Reflected Here</i>		
GRAND TOTAL		\$ 401,727.00

Funding Summary

Total Funding Awarded:	\$	402,000.00
Federal Apportionment Grant (90%):	\$	361,554.00
Local Match (10%):	\$	40,173.00
Unallocated balance:	\$	273.00

Prepared by Robert B. Hobbs, Jr., Airport Attorney
Hornthal, Riley, Ellis & Maland, LLP
2502 South Croatan Highway
Nags Head, North Carolina 27959

LICENSE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF DARE

THIS LICENSE AGREEMENT (the "Agreement") is effective as of July 29, 2020, by and between Dare County Airport Authority, a body politic and corporate, PO Drawer 429, Manteo, NC 27954 ("DCAA"), and Manteo Rotary Club, a North Carolina nonprofit corporation, whose mailing address is P.O. Box 1621
Manteo, NC 27954 ("MRC").

STATEMENT OF PURPOSE

DCAA is the owner of that certain real property and related improvements located at 1114 N. Highway 64/264, Manteo, NC, known as Dare County Tax Parcel 025189000, and more specifically described as a portion of said property on the south side of Fields Drive, to be more particularly defined and described pursuant to Section 3 below (the "DCAA's Property").

DCAA desires to grant a license to MRC for the purposes set forth in this Agreement, and MRC desires to accept a license from the DCAA for same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. Grant of License. DCAA hereby grants to MRC, subject to all of the terms and conditions hereof, a license to use the DCAA's Property for the purposes set forth in this Agreement, and under the terms and conditions contained in this Agreement. DCAA agrees not to charge a fee to MRC for this Agreement.

2. MRC Has No Interest or Estate. MRC agrees that it does not and shall not claim at any time any ownership, interest or estate of any kind or extent whatsoever in the Premises. DCAA's Property, by virtue of this license or MRC's occupancy or use hereunder. DCAA conveys no interest in the DCAA's Property to MRC by this Agreement.

3. Changes to the DCAA's Property. The DCAA's Director (the "Airport Director") shall designate the precise description, location and dimensions of the portion of the DCAA's Property that MRC may use under this Agreement and shall advise MRC of same. The Airport Director shall have the right to unilaterally modify, change, increase or diminish the size and location of the DCAA's Property at any time in the Airport Director's sole and exclusive discretion, and such change shall be effective upon notice of same by the Airport Director to MRC.

4. Maintenance. The DCAA's Property shall be maintained by MRC, at MRC's sole cost and expense.

5. Term. The term of this Agreement is three (3) years starting on the effective date. This paragraph is subject to the early termination provision in Section 10 herein.

6. No Improvements. MRC shall not improve the DCAA's Property.

7. Water. In the event that Dare County sends a bill to DCAA for County water service delivered to the DCAA's Property, MRC agrees to reimburse DCAA for such water charges.

8. Access. MRC and the gardeners who contract with MRC shall only use such access road to the DCAA's Property as shall be designated in writing by the Airport Director to MRC.

9. Parking or Storage of Equipment, Tools or Materials. MRC and its gardeners shall not allow vehicles, equipment, gardening tools, materials or supplies, or any personal property to be left on the DCAA's Property unattended or overnight, except for the small garden shed owned by MRC that contains donated equipment and tools, which shall be kept locked.

10. Early Termination. Either party may terminate the license at any time before the expiration date by giving the other party at least thirty (30) days written notice of such termination.

11. No Fencing. MRC or its gardeners shall not install any fencing on the DCAA's Property.

12. Use. MRC and the gardeners under contract with MRC shall use the DCAA's Property for the sole purpose of installing and maintaining private-use gardens. Garden plots shall be used only for growing vegetables and flowers for the gardener's own use or for donation to charitable organizations. Growing vegetables and flowers for commercial use is prohibited. Garden products shall not be sold. Growing trees is prohibited.

13. No Use of Chemicals. There shall not be any use of chemical pesticides, herbicides, weed killers, artificial fertilizers, insecticides, and chemical fertilizers on the DCAA's Premises. Use of raw human or animal waste including manure is not allowed due to environmental and health concerns; however, fully composted manures such as steer or chicken manures are allowed. Non-synthetic fertilizers such as fish meal, bone meal, kelp meal, may be used.

14. No Pets. Dogs, cats and other pets are not allowed on the DCAA's Property at any time.

15. Selection of Gardeners. DCAA must approve the criteria used by MRC to select those persons who MRC will allow to plant a garden on the DCAA's Property. Such selection criteria shall not discriminate on the basis of race, color, ethnicity, national origin, gender, disability, age, religion, marital status, pregnancy, sexual orientation or gender identity.

16. Management of Gardeners. MRC shall have the sole and exclusive duty to manage the gardens and gardeners who use the gardens on the DCAA's Property. DCAA must approve MRC's rules and regulations that pertain to the gardeners and use of the DCAA's Property for gardens.

17. No Loud Noises. MRC shall not permit its gardeners to use noisy equipment, or to play loud radios or other amplified sound equipment, at any time. MRC and its gardeners shall be respectful of the persons who occupy homes near the DCAA's Property.

18. No Use of Alcohol or Illegal Substances. There shall be no use of alcoholic beverages or illegal substances on the DCAA's Property at any time.

19. Removal of Dead Plants. MRC or its gardeners shall promptly remove all dead plants and gardening materials after each growing season.

20. Indemnification. MRC shall indemnify DCAA and hold DCAA harmless from any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the DCAA's Property by MRC, or the MRC's gardeners, invitees, customers, or guests of the MRC.

21. Modification. The terms, covenants, conditions and provisions of this Agreement may not be extended, abrogated, modified, rescinded or amended in whole or in part only except with the consent of DCAA and MRC and only in writing.

22. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

23. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. As used herein, words in singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

24. Notices. Any notices or other communications to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person or mailed by United States certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses stated above, or to such other address as shall be given in writing by one party to the other.

25. Waiver. No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

26. Captions. The captions of the various paragraphs of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

27. No Recordation. The parties agree that neither party will record this Agreement in the public land records of Dare County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above written.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY: Charles Davidson
Charles Davidson, Chair

(Affix Corporate Seal)

ATTEST:

Marge Stauffer
Marge Stauffer, Clerk to the Board

MRC:

MANTEO ROTARY CLUB, a North Carolina
nonprofit corporation

BY: Thomas L. Morgan (SEAL)
Name: THOMAS L. MORGAN
Title: TREASURER/SEC.

Dare County Airport Authority
Regular Meetings of the Board of Directors for August-December 2020

Date	Time	Place
Wednesday, August 26, 2020	4:00 PM ET	Dare County Emergency Management Building 370 Airport Road, Manteo, NC 27954
Wednesday, September 30, 2020	4:00 PM ET	Dare County Emergency Management Building 370 Airport Road, Manteo, NC 27954
Wednesday, October 28, 2020	4:00 PM ET	Dare County Emergency Management Building 370 Airport Road, Manteo, NC 27954
Wednesday, December 2, 2020	4:00 PM ET	Dare County Emergency Management Building 370 Airport Road, Manteo, NC 27954

JULY 2020

DATE	VFR ARR	VFR DEP	VFR OVER	IFR ARR	IFR DEP	MIL	AP OPS	PJ	RWY CROSS	TOT OPS
1	98	86	0	4	4	5	197	0	51	
2	105	98	4	7	5	0	219	10	46	
3	124	121	1	9	7	8	270	13	35	
4	123	130	4	3	2	4	266	15	61	
5	85	83	0	2	8	0	178	12	49	
6	134	123	0	2	3	2	264	8	49	
7	148	132	0	2	2	0	284	14	46	
8	84	86	0	2	1	0	173	0	43	
9	13	10	1	3	2	4	33	0	19	
10	79	80	0	5	2	6	172	6	38	
11	72	65	0	8	9	0	154	10	30	
12	109	80	2	2	5	2	200	14	38	
13	80	72	0	3	2	3	160	4	46	
14	135	123	0	4	5	4	271	14	67	
15	165	153	0	6	4	2	330	11	65	
16	125	114	0	11	12	6	268	8	57	
17	118	107	0	6	5	4	240	10	41	
18	74	73	3	14	8	0	172	4	60	
19	89	91	1	4	4	0	189	0	65	
20	126	120	0	5	10	0	261	14	54	
21	94	87	2	6	1	0	190	10	81	
22	105	94	2	3	5	3	212	6	126	
23	101	91	0	3	3	1	199	8	115	
24	117	100	2	5	7	2	233	8	125	
25	105	103	2	12	11	0	233	11	93	
26	92	78	3	6	11	0	190	9	91	
27	114	113	5	1	4	1	238	10	108	
28							0			
29							0			
30							0			
31							0			
31							0			
TOTAL							5796	229	1699	0

JUNE 2020

DATE	VFR ARR	VFR DEP	VFR OVER	IFR ARR	IFR DEP	MIL	AP OPS	PJ	RWY CROSS	TOT OPS
15	1	0	0	1	4	0	6	0	13	
16	0	0	0	4	4	0	8	0	0	
17	99	105	34	6	1	0	245	22	46	
18	95	96	0	9	6	0	206	19	44	
19	106	96	0	8	4	0	214	22	55	
20	77	63	0	5	2	0	147	5	39	
21	103	94	4	14	17	0	232	16	38	
22	83	65	0	5	6	0	159	11	62	
23	107	91	4	6	4	0	212	15	59	
24	127	117	0	4	4	2	254	9	65	
25	66	64	2	7	6	3	148	0	36	
26	94	89	0	8	3	0	194	10	59	
27	99	86	0	3	6	0	194	12	45	
28	101	97	0	4	7	0	209	11	55	
29	116	107	2	2	1	2	230	4	32	
30	140	122	8	6	4	1	281	13	52	
TOTAL	1414	1292	54	92	79	8	2939	169	700	3808

FUEL HISTORY

2019 - 2020

AV

2019	GAL	DOLLARS
JAN	3,002	\$ 13,448.04
FEB	3,067	\$ 13,538.55
MARCH	4,849	\$ 21,084.35
APRIL	9,998	\$ 44,083.50
MAY	13,580	\$ 63,002.00
JUNE	18,466	\$ 86,499.83
JULY	21,572	\$ 100,740.59
AUG	16,752	\$ 78,046.44
SEPT	10,880	\$ 50,069.22
OCT	6,844	\$ 31,089.76
NOV	4,584	\$ 21,092.44
DEC	5,732	\$ 23,641.69
	119,327	\$ 546,336.41

JET

2019	GAL	DOLLARS
JAN	4,591	\$ 20,085.24
FEB	6,666	\$ 26,227.12
MARCH	9,500	\$ 34,056.86
APRIL	9,607	\$ 37,022.20
MAY	21,165	\$ 81,040.62
JUNE	25,248	\$ 99,319.84
JULY	28,359	\$ 111,482.98
AUG	17,123	\$ 67,259.59
SEPT	17,834	\$ 66,106.78
OCT	17,381	\$ 66,119.33
NOV	10,399	\$ 38,946.04
DEC	10,298	\$ 37,434.53
	178,171	\$ 685,101.13

AV

2020	GAL	DOLLARS
JAN	4,727	\$ 21,953.02
FEB	2,983	\$ 13,783.03
MARCH	2,388	\$ 10,863.52
APRIL	730	\$ 3,265.67
MAY	6,661	\$ 27,590.81
JUNE	8,785	\$ 31,944.32
JULY	17,120	\$ 67,078.00
AUG		
SEPT		
OCT		
NOV		
DEC		
	43,394	\$ 176,478.37

JET

2020	GAL	DOLLARS
JAN	5,508	\$ 22,041.98
FEB	6,505	\$ 23,593.13
MARCH	7,840	\$ 27,678.44
APRIL	4,565	\$ 15,002.93
MAY	6,320	\$ 18,707.91
JUNE	22,673	\$ 68,490.99
JULY	18,704	\$ 54,389.00
AUG		
SEPT		
OCT		
NOV		
DEC		
	72,115	\$ 229,904.38

UPDATED 7/29/2020