



DARE COUNTY AIRPORT AUTHORITY

Dare County Regional Airport

P.O. Box 429 ~ 410 Airport Road
Manteo, NC 27954
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DARE COUNTY AIRPORT AUTHORITY MINUTES of the October 30, 2019 Meeting

Chair Charlie Davidson called the October 30, 2019 meeting of the Dare County Airport Authority to order at approximately 6:00 pm and led in the Pledge of Allegiance.

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

Members Absent: Jack Shea

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

Public Comments: No Comments

Engineer's Report: (See Attached)

John Massey and Steve Bright updated the following:

Apron Pavement Rehabilitation

Design of the additional area of Apron Pavement Rehabilitation is processing. Subsurface investigation was completed October 21st and survey work is scheduled to be completed the last week of October. Once the survey data is obtained, preparation of final plans and specifications will commence and be coordinated with the NCDOA and the Airport.

Runway 17 Land Available

The Environmental Phase I Due Diligence Audit and Boundary survey has been completed. The Boundary survey will be coordinated with the attorney assisting the airport with the acquisition. Once the title opinion is complete, the survey will be finalized for recording. The appraisal report is received; a copy will be submitted to NCDOA for their use in having NCDOT perform the review appraisal. Non-Primary Entitlement Funds will be used for this project.

Attorney's Report:

Attorney Hobbs has no report but is available for questions from the Authority members.

Chair's Report:

Chair Davidson provided updates on the following:

Air Boss Letter of Agreement: (See attached)

The Letter of Agreement for the Control Tower would be from May 18, 2020 through September 11, 2020. The proposed amount is \$155,000 and would include: (2) certified profession Air Traffic Controllers each day, hours of operation is 8:30am – 7:00pm seven days a week.

Housing is not included in this proposal and the Airport would have to provide and pay for housing accommodations.

Director Daniels informed the member that he also contacted Robinson Aviation, Inc. to provide a bid for providing the same services for the Control Tower for the summer of 2020. The company advised Mr. Daniels that their price would be double and therefore would not be submitting a bid.

Many members had questions about items in the proposal agreement from Air Boss, Inc.

Airport Attorney Hobbs stated he would like to review the draft agreement and bring a revised copy back to the board. He also stated that the contract requires a pre-audit stamp from the finance officer of the authority and he will look into the multi-year contract requirements. The members were in agreement to have Airport Attorney Hobbs review the proposed agreement and bring a revised document to the next board meeting.

VOR Decommission.

A form request has been submitted and accepted to decommission the VOR. Davidson will request written clarification from the FAA to ensure that the airport will not lose its GPS approaches to the airport if the VOR is decommissioned. No action taken by the board.

Director's Report:

Director Daniels updated the following:

Airport Management Association -

David, Stacy and Rich attended a class in Raleigh last week on Airport Safety & Security Training. The training provided good information and ideas for added security with camera and at the gates.

December Board Meeting –

The next regular schedule meeting is Wednesday December 4th and he auditor would like to present that same day as the commissioners meeting.

MOTION: Joe Blakaitis motioned to move the regular December 4th board meeting to Monday, December 2, 2019.
SECOND: Fred Newberry
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Airport Master Plan Update Scoping Meeting -

Director Daniels suggested that the Airport Master Plan Update Scoping Meeting with the State be scheduled the same day of the next board meeting December 2, 2019 at 2:00 PM

The Airport master plan and associated airport layout plan drawing provides a justification for a 20 year development plan and it's time for that plan be updates. This will consist of an inventory, forecast, facility requirements, alternative analysis, recommendations from the State, a financial forecast and a new mapping of the airport.

A scoping meeting to determent what elements should be included in the scope and prices out in doing each job. This could be simple or very elaborate plan.

Members were encouraged (but not required) to attend the meeting.

Consent Agenda: Review/Approve the Consent Agenda as presented for September 25, 2019.

MOTION: Joe Blakaitis motioned to approve the Consent Agenda as presented.
SECOND: George Henderson
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Committee Reports:

Faculties/Safety Committee – by Fred Newberry:

Earlier this month AOPA came for site visit of the airport and tour the surrounding area. In attendance were 6 members from AOPA, and representatives from Outer Banks Visitors Bureau, Outer Banks Associations of Realtors, Kitty Hawk Kites and the Airport. With consideration of the scheduling, events in the area, and the weather, it was agreed that the spring of 2021 would be the best time to hosting AOPA Fly-in at the Dare County Airport.

It was consensus of the Members present that the spring 2021 was satisfactory date for the event. All Members were encouraged to reach out to possible sponsors in the community.

Comments from the Board:

None

6:51P.M.

- MOTION:** Pete Burkheimer, Jr., motioned to going into closed session for the purpose of preventing the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, pursuant to Section 143-318.11(a)(1) of the North Carolina General Statutes.
- SECOND:** George Henderson
- DISCUSSION:** None
- OPPOSED:** None
- OUTCOME:** Carried

The Board members returned to open session at 6:57 P.M.

Adjourn:

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

The meeting was adjourned at 6:53 PM.

Margaret Stauffer, Clerk to the Board
Dare County Airport Authority

Talbert & Bright Engineers Update

October 2019

Apron Pavement Rehabilitation

Design of the additional area of Apron Pavement Rehabilitation is proceeding. Subsurface investigation was completed week of 10/21 and survey work is scheduled to commence next week. Once survey data is obtained, preparation of final plans and specifications will commence and be coordinated with the Airport and NCDOA.

Runway 17 Land Available

The Environmental Phase I Due Diligence Audit is complete, and no issues were found by the environmental consultant performing the work. Boundary survey is complete, and a copy of the survey has been coordinated with the attorney assisting the airport with the acquisition. Once the title opinion is complete, the survey will be finalized for recording. The appraisal work is underway. The appraiser made the site visit on 10/29/19. Once the appraisal report is received, a copy will be submitted to NCDOA for their use in having the NCDOT perform the review appraisal. Non-Primary Entitlement Funds will be used for this project.



Letter of Agreement

This agreement is made this between AirBoss Inc., and Manteo Airport Authority hereafter referred to as the Event sponsor. Dates of ATC tower are: May 18th - September 11th, 2020

1. **Services Provided:**

- a. Provide VHF radios/antennas along with discrete frequencies issued by the FAA/FCC if needed
- b. Two (2) certified professional Air Traffic Controllers for the duration of the event
 - i. Two (2) Controllers will be on duty during each day during the scheduled dates and Times
- c. Coordination with FAA facilities to ensure the smoothest flow of traffic into and out of the airport
- d. Proposed hours of operation
 - i. 8:30am - 7pm each day

2. **Pricing and Payment Terms:** The cost of the above, provided at the event site, is **\$155,000.00** Payable by a 25% (**\$38,750.00**) deposit at the time this agreement is signed, with the remaining balance of (**\$116,250.00**) divided equally over the months June/July/August 2020. The installments of (**\$38,750.00**) are due each month.

3. **Billeting:** The sponsor will ensure that the following accommodations are available:

- a. Three (3) Bedroom-Housing for the duration of the event provided and paid for by the Manteo Airport Authority
 - i. Accommodations must be pet friendly

4. **Acceptability of Billeting:** We reserve the right to inspect and approve the accommodations, and require relocation if the accommodations, in our sole option, are judged unsatisfactory.

5. **Sponsor Responsibilities:**

- a. One (1) computer line/WIFI available with passcode
- b. One (1) outside phone line for communication
- c. Remote AWOS display located in the tower cab
- d. Airport access for all AirBossInc personnel during the operation of the ATCT
- e. Access to the ATC facility located on top of the FBO and the usage of the Radios/Antennas contained within that facility.
- f. Airport shall provide cleaning for the Tower as needed each week.

6. **License Taxes and Fees:** The prices quoted do not include any applicable national, state or local taxes and/or fees. The sponsor agrees to provide any and all necessary local, state, and/or federal licenses and fees for the conduct of this event to include all necessary copyright fees and charges.

7. **Insurance:** The sponsor hereby certifies that appropriate insurance coverage will be in effect during the event. The sponsor agrees to provide proof of this insurance if so requested. AirBossInc carries liability insurance in the amount of **one million dollars per occurrence.**
8. **Site Security:** The sponsor agrees to provide security personnel for the protection for our equipment located at the show site for the duration of the equipment's presents at the site.
9. **Confidentiality:** This Agreement, its terms and conditions, specifications and prices, shall be deemed confidential.
10. **Limits of Responsibility:** AirBossInc's responsibility is limited to providing the ATC services for the event. The responsibility for the direction, coordination, and safety of all events and activities rest with the sponsor and individual flying entities. Our personnel will assist and advise the sponsor relative to safety, but, in all cases, the final decisions for all event activities will rest solely with the sponsor and/or the sponsor's representative, event participants and individual parties.
11. **Hold Harmless:** The sponsor hereby releases, indemnifies, and shall hold harmless AirBossInc, and any directors, officers, employees and agents from any and all liability, obligations, losses, penalties, claims, demands, actions, causes of action, suits, cost and expenses (including attorney's fees) for loss or damages of whatever kind or nature for personal injury or property damage in case of accident or injury before, during and after the above event and agree to save said persons harmless from any claim against them, arising directly or indirectly through spectators, performers or other event participants in conjunction with the events of the above event.
12. **Conflict of Interest:** AirBossInc warrants that it has not given any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or things of value to any employee or agent of the Sponsor in connection with this Agreement.

This agreement signed on: 10/06/2019

By; **George E. Cline**
George E. Cline, President AirBossInc

And on _____.

By; _____
For the Sponsor.

IRS 1099 Information:

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Belmont NC 28012
Cell – 336-337-8183
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