



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 20, 2022 MEETING**

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

Members Absent: Jack Shea, William Pope, Joe Blakaitis

Also Attending: Robert Hobbs, Hornthal, Riley, Ellis & Maland; Stacy Ambrose, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board

Public Attending: N/A

Chairman Davidson called the July 20, 2022 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.

ITEM 2 - Engineer's Report:

No Report.

ITEM 3 - Attorney's Report:

None

ITEM 4 - Chair Report:

Chairman Davidson reported the following:

- Fred Newberry was not able to attend today's meeting due to having a gallbladder infection and had to have surgery. Fred is in Chesapeake hospital for 7 or 8 days and should be released to come home soon.
- Members Terms up – Jack Shea and Charlie Davidson terms are up. Both members still have interest in remain on the board. Jack Shea is in an extended care facility for now and would like to stay on the board.

Attorney Hobbs stated that the airports bylaws do incorporate the attendance policy states: "Non-attendance determined by the Chair to be legitimate (such as illness, death in the family, professional obligations with would result in hardship) shall be excused and shall not be considered failure to comply with the provisions of the bylaw policy."

It airport authority was in agreement to recommend the re-appointment of Charlie Davidson and Jack Shea for another term to commit to the county commissioners.

- National Aviation Day – (see attached) First Flight Society Association is planning National Aviation Day on August 19 – 20, 2022. This event will be at First Flight and at Dare County Airport. For the event the First Flight Society is in the process of negotiating with the Commendable Air Force for several items like hotels, cars rental, food and fuel.

Charlie Davidson stated that he is also on the board of First Flight Society and didn't feel that he could commit to any donation items and asked the airport members what they all thought.

Director Ambrose replied that Titan Aviation Fuels has it in our contract that 500 gallons of fuel will be provided to the Candy Bomber C54 event. The year the C54 was not able to come, Titan allowed 300 gallons to be donated for. Director Ambrose did ask Titan for any donation amounts for the aviation day event and Titan was not able to assist with donating fuel. In past National Aviation Day events the airport has given fuel at Cost plus \$0.30. The email request was from CAF to First Flight Society and then forwarded from the airport.

Wally Overman asked if First Flight Society is paying for the fuel or the Commendable Air Force. Some discussion about who was paying for the fuel but it was not clear on who would pay for the fuel.

Attorney Hobbs interjected that the Airport Authority's bylaws and state laws state that if any member of the authority is an owner, officer, director of the part with whom the contract would be entered into Non-waivable conflict of interest, then the authority is not allowed to enter into the contract.

If the request was from the First Flight Society to enter into a contract with the airport authority to arrange a special price for fuel, this would be a non-waivable conflict of interest. Due to Charlie Davidson being a current active member on parties with the First Flight Society and the Airport Authority. However, if the contract is between the Commendable Air Force and the First Flight Society then that would be acceptable.

The consensus of the board authorized for Airport Director Ambrose to clarify who will be paying for the fuel and offer the discounted fuel rates only if the Commendable Air Force is paying for it.

ITEM 5 - Director's Report

Director Ambrose updated on the following:

- Letter of Intent for Hangars – Attorney Jay Willis is preparing a draft letter of intent to rent ground for a hangar for Steven King. (attached)

Fred Newberry inquired about the letters item #5 regarding “The rent is anticipated to increase by 5% every five years of the lease term, including extensions, if any.” Also the term listed on this letter might need to be really looked at. Have the attorney add a clause that we the airport can look at the lease every 5 years for the lease amount.

Director Ambrose replied that he felt the rent money is not the big item, but the property tax that the county would collect on a \$5M plane would be about \$26,000 a year the county will collect and fuel sales. \$.030 a sq.ft. would be \$3,000 a year or \$0.40 sq.ft per would be \$4,000 a year. The property tax would be more income for the county.

Wally Overman asked if both parties agree and sign today, couldn't anytime during the lease if the economy changes drastically couldn't both parties agree to re-negate the lease.

David Crownover included that the term is 30 years with a possible extension of another 10 year is a pretty long time and this might need additional review.

Pete Burkheimer added an idea of \$1.00 per sq.ft minus the property tax per year.

Chairman Davidson recommended that the facilities committee meet with Mr. King and try to help prepare a draft for the attorneys to finalize.

- New Airport Signage – a few local suppliers and should have estimates by next board meeting.
- Roughten Property – Open house July 26, 2022 at 10AM for all the leftover contents left in the house and on the property. A dumpster is at the property as well. Once the property is empty the county will come and bulldoze the remaining structures.

Attorney Hobbs asked about the hazardous materials and who will determine if the contractor hired is removing and disposing of the hazardous materials correctly, so that the airport does not incur any liability from these materials.

Director Ambrose confirmed he will check with the engineer.

- Cemetery Fee List – (attached) the rates have not been updated since the airport acquired the cemetery. The attached rate sheet is the old rates. The new rates to be calculated this week and new rates to start August 1, 2022.
- Cemetery Services Contract – (attached) The contract is with Twiford Funeral Home is attached for the members to review.
- Gates – Albemarle Fence is scheduling to come repair the gates. The gates are not working properly. Dave Crown over suggested to possibly adding a large sign that says “Authorized Personnel Only” for when the gate is stuck open.
- Electric Plane race event will be at the airport May 25, 2023.

- Vitower software – This equipment and software has been free for the last year and now will cost \$6,000 and the state will reimburse half the cost. This software is very important and counts the aircraft movements more accurately.

MOTION: Bill Pope motioned to approve the Virtower software subscription for one year in the amount of \$6,000.00.
SECOND: Wally Overman
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Bill Pope asked about the status of the relocating of the taxiway cemetery. Attorney Hobbs replied that this is something he has been handling and will have a colleague keep moving forward with this.

ITEM 6 – Consent Agenda

Review/Approve DCAA minutes for June 29, 2022 as presented.

MOTION: Pete Burkheimer motioned to approve the Consent Agenda minutes for the June 29, 2022 as presented.
SECOND: Bill Pope
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 7 - Committee Reports:

None

ITEM 8 - Comments from the Authority Members:

None

ITEM 9 - Adjourn

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

The meeting was adjourned at 5:22 PM ET

**DARE COUNTY AIRPORT AUTHORITY
410 AIRPORT ROAD, MANTEO, NC
Wednesday, July 20, 2022
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.) Minutes for June 29, 2022

ITEM 7 COMMITTEE REPORT

ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS

ITEM 9 ADJOURN

From: Peter Ballard <capitalwingrides@gmail.com>
Date: July 19, 2022 at 4:52:42 PM EDT
To: Bill and Eileen Douglas <rwmdouglas@gmail.com>
Subject: National Aviation Day at KMQI August 19 and 20

Bill,

We're all in a different situation today than last year at this time: inflation, cost of avgas, cost of mogas, cost of everything! Recognizing that we have to operate a bit differently and help each other with our costs for sponsoring and participating in NAD, I would hope the following seems reasonable.

Hotels

In order to save on hotel costs, our intention is to arrive KMQI Friday morning August 19. If it looks like weather indicates a Thursday arrival is appropriate, we will let you know by 2 PM Wednesday August 17.

Fuel

I believe the NAD organizers provided 300 gals fuel last year and we took on a total of about 450-500 gals. For this year's event we suggest the fuel supplier donate 300 gals and whatever fuel we take on above 300 gals will be paid for at fuel supplier cost.

Let me know at your earliest convenience if the above is acceptable. Looking forward to another successful NAD!

Pete

--

Peter Ballard
Warbird Rides Coordinator

Capital Wing of the CAF
CapitalWingRides@gmail.com
540-450-5992



<AIRPORT LETTERHEAD>

LETTER OF INTENT
TO RENT GROUND FOR HANGARS

TO: KING CAPITAL II, LLC

FROM: STACY AMBROSE, Airport Director

DATE: _____

RE: Proposed Non-binding Terms of Ground Leases for Commercial Hangars

The following is a memo intended to outline the proposed non-binding terms and conditions for a ground lease between the Dare County Airport Authority (hereinafter "DCAA") and King Capital II, LLC (hereinafter "King") for King's construction and use of commercial aircraft hangars. Nothing herein shall constitute an offer to lease or a contract to lease.

DCAA intends to lease to King two locations for the construction and use of commercial aircraft hangars shown as Spot A and Spot B on the attached Exhibit A (hereinafter "the Prpoerty") which is incorporated herein by reference. The non-binding terms and conditions are below and may include others to be determined in the future:

1. The DCAA makes no representation that the Property or any other DCAA property shall be available for King and its project.
2. The lease term shall be for a period of 30 years.
3. So long as it is not under default on any other obligation to the DCAA at the time, King may extend the lease for a single 10-year term.
4. The rent is estimated to be in the amount of no less than \$ _____ per square foot of leased ground per year with the annual sum being paid to the DCAA in equal monthly payments which shall be due and payable on the first day of each month of every rental year.
5. The rent is anticipated to increase by 5% every five years of the lease term, including extensions, if any.
6. King shall provide liability and premises insurance in a coverage amount not less than \$1,000,000.00. DCAA shall be listed as an additional insured on the policy.
7. King shall be responsible for the installation, maintenance and repair of all utilities including, but not limited to, the recurring costs of utility services.
8. King shall be responsible for all personal property taxes associated with the Property.
9. King shall be permitted to use the Property as corporate aircraft hangars and all normal uses associated therewith, including maintenance and repair of King's aircraft.
10. King shall not be permitted to sublease the property or otherwise assign any interest in its lease unless the same is specifically approved by DCAA.

11. King will indemnify and hold DCAA harmless from any loss, damage or injury caused by, or on behalf of, or through use of the Property.
12. Any desired signage shall be approved in writing by DCAA and shall be of a similar style and quality as that presently found at or around the Dare County Regional Airport.
13. Hangars shall be constructed in a good and workmanlike manner with A-Grade materials and finishes.
14. All contractors and subcontractors engaged in any aspect of constructing the hangars shall carry all applicable forms of insurance including worker's compensation insurance, if applicable to that specific contractor or subcontractor.

I hope this fairly relates some of the things we have talked about. The DCAA request that you keep this LOI confidential except as it may need to be available for public inspection if required by North Carolina law. Let me know if you have any questions.

Very truly yours,

Stacy Ambrose
Airport Director

Fee Schedule for Cemetery Plots, Crypts and Niches

Cemetery Plots

\$800 1 Burial Plot
\$1500 2 Burial Plots*
\$2200 3 Burial Plots*
\$2800 4 Burial Plots*
*discounted at time of first purchase

\$50 Grave Site
\$26 Recording Fee for All Purchases

Old
rates

Mausoleum Crypts

| Inside Mausoleum | | Outside Mausoleum | |
|------------------|--------|-------------------|--------|
| Level E | \$2400 | Level E | \$1500 |
| Level D | \$2700 | Level D | \$1500 |
| Level C | \$3500 | Level C | \$1600 |
| Level B | \$3500 | Level B | \$1600 |
| Level A | \$2900 | Level A | \$1600 |

Niches

\$500

For purchasing information please call 252.475.5688.

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

William Noble

NORTH CAROLINA
DARE COUNTY

CEMETERY SERVICES CONTRACT

THIS CONTRACT is made and entered into this the 29 day of September, 2015, by and between DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as the "AIRPORT"), and TWIFORD FUNERAL HOMES, LLC, whose mailing address is PO Box 595, Manteo, NC 27954 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES. The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges for SERVICES rendered pursuant to this Contract are as follows:

See attached Proposal of CONTRACTOR.

2. TERM OF CONTRCT. The term of this CONTRACT for SERVICES is for five (5) years, from October 1, 2015 to October 1, 2020, and shall continue thereafter until such time as a new written contract is effective between the parties. Either party may nonetheless cancel this Contract at any time during the term of this Contract on thirty (30) days written notice to the other party by certified mail or personal delivery.

3. NOTIFICATION OF DIRECTOR WHILE ON SITE. CONTRACTOR agrees to report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

4. FEES AND CHARGES

a. The fees and charges set forth on the attached Proposal of CONTRACTOR shall be charged by CONTRACTOR to the family or other representative of the party being interred in the Roanoke Island Memorial Gardens Cemetery. CONTRACTOR agrees and understands that CONTRACTOR shall not charge the AIRPORT any fee, cost or expense associated directly or indirectly with the SERVICES set forth on the attached Proposal of CONTRACTOR.

b. CONTRACTOR shall notify the AIRPORT in writing and in advance of each and every change to the fee schedule listed on the attached Proposal of CONTRACTOR.

c. CONTRACTOR agrees the charges and fees listed on the attached Proposal of CONTRACTOR include the location of graves, niches and crypts by the CONTRACTOR, with no assistance by the AIRPORT being needed or required.

d. All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR's performance of this Contract shall be the CONTRACTOR's responsibility.

5. INDEPENDENT CONTRACTOR

a. Both the AIRPORT 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 AIRPORT 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.

6. INSURANCE AND INDEMNITY

a. The CONTRACTOR shall indemnify and save harmless the AIRPORT, 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 AIRPORT or which the AIRPORT 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 its obligations under the terms of this Contract.

b. The CONTRACTOR shall be fully responsible to the AIRPORT for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by CONTRACTOR.

c. 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.

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

e. The CONTRACTOR upon request by the AIRPORT shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and

acceptable to the AIRPORT verifying the existence of any insurance coverage required by the AIRPORT. The Certificate will provide for thirty (30) days notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. 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 work and other persons who may be affected thereby.

8. RIGHT TO REVIEW SERVICE RECORDS. AIRPORT shall have the right (but not the obligation) to review the CONTRACTOR's service records to confirm what SERVICES were performed, who performed the SERVICES, and when the SERVICES were performed.

9. 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 AIRPORT, and the CONTRACTOR may be declared ineligible for further AIRPORT contracts.

10. 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 or in the Federal District Court for the Eastern District of North Carolina.

11. CONTRACT DOCUMENTS/AMENDMENTS

a. This document together with the attached CONTRACTOR proposal 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.

12. SIGNATURES

Both the AIRPORT and the CONTRACTOR agree to the above contract.

DARE COUNTY AIRPORT AUTHORITY

BY: David Daniels
Airport Director

TWIFORD FUNERAL HOMES, LLC

BY: DHJ

Name and Title: David H. Twiford, Jr partner

**BID APPLICATION
CEMETERY SERVICES AT
THE ROANOKE ISLAND MEMORIAL GARDENS
MANTEO, NORTH CAROLINA**

Today's Date: May 20, 2015

Applicant's Name: Twiford Funeral Homes, LLC

Applicant's Mailing Address: PO Box 595, Manteo, NC 27954

Applicant's Phone No.: (252) 473-2449

Please attach a description of the applicant's
experience with cemetery interments

Description attached

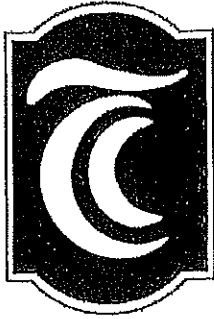
Please attach a list of the applicant's proposed cost of
interment services

Cost list attached

Terms and Conditions

1. The successful applicant shall comply with all terms of the Rules and Regulations of the Dare County Regional Airport. By submitting a proposal, an applicant certifies and acknowledges that the applicant has carefully read and understands the Rules and Regulations of the Dare County Regional Airport.
2. The successful applicant shall be required to sign a service contract with the Dare County Airport Authority in a form satisfactory to the Airport Authority.
3. If and when a proposal is accepted by the Airport Authority and after the contract is signed, the Airport Authority reserves the right and option to provide the contractor's name and contact information to persons making inquiries to the Airport for cemetery interment services.
4. The Dare County Airport Authority will make a final decision on the applications received. The Airport Authority reserves the right to reject all proposals for any reason.
5. Further information may be obtained from David Daniels, Airport Director, at (252) 475-5571.
6. Proposals must be submitted no later than 5:00 pm, on _____, 2015 to:

Name: Mr. David Daniels, Airport Director
Shipping Address: Dare County Regional Airport
410 Airport Road, PO Box 429
Manteo, North Carolina 27954



TWIFORD FUNERAL HOMES, LLC

COLONY CHAPEL
500 BUDLEIGH STREET
P.O. BOX 596
MANTEO, NC 27954
252.473.2449

ISLAND CHAPEL
KOHLER DRIVE
HATTERAS, NC 27943
252.986.2564

MEMORIAL CHAPEL
405 E. CHURCH STREET
P.O. DRAWER 405
ELIZABETH CITY, NC 27907
252.335.4395

www.twifordfh.com

May 20, 2015

Mr. David Daniels, Airport Director
Dare County Regional Airport
410 Airport Road, PO Box 429
Manteo, NC 27954

Re: Bid Application for Cemetery Services at Roanoke Island Memorial Gardens

Mr. Daniels,

Our firm, Twiford Funeral Homes, LLC, has been in business serving Northeast North Carolina and the Outer Banks since 1933. To date we own two cemeteries, Laurel Memorial Gardens in Poplar Branch, NC and New Hollywood Cemetery in Elizabeth City, NC, in which we open and close all graves. We also hold a contract with Manteo Cemetery in Manteo, NC and Moyock Cemetery in Moyock, NC in which we exclusively open and close all graves. As well as the cemeteries mentioned above, we open and close graves in most all other cemeteries in the surrounding areas as requested by the families we serve. Throughout our 82 years in business, we have built a reputation for sincere, honest service in all aspects of the funeral industry.

In conforming with the Federal Trade Commission, our opening and closing cost is reflected in our General Price List, which can be provided upon request. Attached are today's current costs which are subject to change at our discretion.

Thank you for your consideration and please feel free to contact me with any questions or concerns.

David H. Twiford, Jr.
Twiford Funeral Home, Manteo
Partner and Manager
252.473.2449 Business
252.473.3392 Fax

LAUREL MEMORIAL GARDENS
MACEDONIA CHURCH ROAD
POPLAR BRANCH, NC 27965
252.463.8869

CEMETERIES & CREMATORIUM
ALBEMARLE CREMATORIUM, INC.
403 E. CHURCH STREET-P.O. DRAWER 405
ELIZABETH CITY, NC 27907
252.335.5465

NEW HOLLYWOOD CEMETERY
PEARTREE ROAD-P.O. DRAWER 405
ELIZABETH CITY, NC 27907
252.335.4395



TWIFORD FUNERAL HOMES, LLC

COLONY CHAPEL
500 BUDLEIGH STRBET
P.O. BOX 595
MANTEO, NC 27954
252.473.2449

ISLAND CHAPEL
KOHLEK DRIVE
HATTERAS, NC 27943
252.986.2554

MEMORIAL CHAPEL
405 E. CHURCH STREET
P.O. DRAWER 405
ELIZABETH CITY, NC 27907
252.335.4395

www.twifordfh.com

May 20, 2015

Mr. David Daniels, Airport Director
Dare County Regional Airport
410 Airport Road, PO Box 429
Manteo, NC 27954

Re: Bid Application for Cemetery Services at Roanoke Island Memorial Gardens

Opening and Closing Grave cost as of May 20, 2015:

Casketed Remains: \$750.00
Cremated Remains: \$250.00

Opening and Closing Mausoleum cost as of May 20, 2015:

Casketed Remains: \$400.00
Cremated Remains: \$200.00

LAUREL MEMORIAL GARDENS
MACEDONIA CHURCH ROAD
POPLAR BRANCH, NC 27965
252.453.8859

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ALBEMARLE CREMATORIUM, INC.
403 E. CHURCH STREET-P.O. DRAWER 405
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