



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  
September 28, 2022 MEETING**

- Members Present:** Charlie Davidson, Joe Blakaitis, William Pope, David Crownover, Pete Burkheimer, Wally Overman
- Members Absent:** Jack Shea, Fred Newberry, George Henderson
- Also Attending:** Robert Hobbs, Hornthal, Riley, Ellis & Maland; Stacy Ambrose, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board
- Public Attending:** Brady Lozaw, Venable Group

Chairman Davidson called the September 28, 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:**

*Report submitted by John Massey prior to the meeting: (attached)*

- *Runway 23 RPZ Land Acquisition* - The updated appraisals for property at 1099 and 1115 Driftwood Drive (City Beverage), have been completed. The appraisal reports were sent to NCDOT Division of Aviation on July 26th. NCDOA sent the appraisal to NCDOT Right of Way on July 28th. On August 17th, Robert Jessup, the NCDOT Area Appraiser called TBI to let us know that due to the amount of the appraisal for 1115 Driftwood Drive, that NCDOT is going to have their own appraisal performed as part of the review appraisal process. TBI has reached out to Robert Jessup for an update on the status of the
- *Airport Layout Plan Update* - The update to the Airport Layout Plan is ongoing. The inventory and forecast chapters were submitted to NCDOT Division of Aviation for their review. NCDOA

has provided comments to the two chapters that were submitted. TBI is revising the document to address their comments and will get the updated report submitted to NCDOA for their final review and approval of the forecast chapter.

TBI is currently working on the facility requirements chapter and will need to schedule a time soon to meet with the Airport and review the results of the facility requirements and start discussing alternatives to implement the facility requirements.

- *Apron Pavement Rehabilitation* - There are a couple of concrete slabs that are cracked that were identified as punch list items at the end of the construction project. Hatchell was asked to wait until this fall to remove and replace the few cracked slabs. TBI has reached out to Hatchell requesting a schedule for performing the removal and replacement work. Once that work is complete, the project will be closed.

### **ITEM 3 - Attorney's Report:**

Attorney Hobbs reported that at the next authority meeting Johnny Hollow will be covering the December board meeting.

### **TEM 4 - Chair Report:**

Chairman Davidson started by sharing about Currituck Airports National Aviation Day this month and how successful it was. The event had 1,500 people in attendance and 40 aircrafts on display. The Currituck airport also has a budget for events like this to help support shows as needed. Chairman Davidson suggested that our board might look into possibly budgeting more for Dare County's airport.

Director Ambrose replied that dare county airport does have a line item in our budget called youth aviation day and for the annual candy bomber event about \$3,000.

Wally Overman asked if there was any way to get a Naval F15 plane to come to one of our events.

Director Ambrose stated that he has written letters for the request but it's a lot of who you know. It was Director Ambrose's option that in the last 30 years there has become more and more paperwork for a flyover due to accidents in the past.

Chairman Davidson added that with his experience at the First Flight Society which they have also tried to get an F15 for their December 17<sup>th</sup> flyover they have the same results (hit or miss). It helps to have some kind of connection with the military.

### **ITEM 5 - Director's Report**

Director Ambrose reports the following:

- Board Meeting room – The room has a new chairs, TV and coffee Keurig machine with supplies.
- Triathlon Sept 17<sup>th</sup>. – The event went well with over 200 attendees and had no issues on the airport property.

- Tower window update – The window and doors is about 80% complete and should be completed in another week.
- Stormwater Permit – Closed the permit since the construction is done on the apron.
- Generator status – The generator that was given to up is in bad shape. Pete and Charlie looked at the unit. The county maintenance staff could not do anything with it, so a contractor came in to evaluate the generator. The contractor also confirmed what the same conclusion as the county did. The unit is so old, outdated and will not function.
- Hangar issues – Hatchell Concrete gave an estimate about \$2,000 to fix the leaking issues with Andy's hangar.
- Roughton House – NC Power has removed the power line at the property. We are now ready to remove the house and clear the lot. The county will help with the clearing and the airport will have to pay only for the tipping fees.

Wally Overman asked about the liability regarding the possible of contamination from the leftover garage items? Director Ambrose replied that Steve Kovacs with EMS the company they use for these services. The county also uses the same company for the maintenance garage to remove any chemicals, paint or hazmat products safely. This company will handle with Roughton Property sometime this week.

Director Ambrose added that there were two un-used and empty septic tanks in between the Roughton Property and the City Beverage with one having a broke lid. For safety reasons Hatchell Concrete has been contacted to help and fill-in both septic wells so that no one can get hurt.

When Hatchell Concrete was contacted regarding the septic tank issues, it was also discussed about getting an updated quote for connecting the park up to county water in Scarborough Square. The trailer park currently has well-water with some units sharing a tank. The airport is required to test samples for each well unit's water monthly costing about \$450, along with annul lead & copper testing. So far all the test results come back ok.

The board members had many questions about the trailer park:

David Crownover asked if there were any long-term plans for the trailer lots and hopes that the lots are at least market rate.

Wally Overman asked how many trailers are on the property and has many have become vacant? Run a meter to each trailer and have them pay for the cost. Are the septic tanks open?

Pete Burkheimer asked about raising the rate every year 10%? It might be a good idea to find out what it would take to have meters installed. An option with having one meter and divide the cost between all the lots and charge the tenants once a year.

Chairman Davidson replied historically when the airport purchase the property the NCDOA expectation of the airport was to do away with the trailer park due to it being very close to the RPZ. At that time some authority members were pro low-cost housing on the island.

Attorney Hobbs added that as a tenant leave they are supposed to take the mobile home with them because the county does not own them and the airport was not allowed to re-rent the lots out. The mobile home park was paid with federal grant funds there will be restrictions on what the airport can do with the land. There was an agreement with the FAA that the airport would work towards insuring

the mobile home park is emptied overtime. Getting a new lease signed each year also will help insure that new people were not coming into the park

Director Ambrose replied that there have been 4 or 5 out of 50 trailers currently unoccupied. The lot rent is now \$250 and going up January 1, 2023 to \$260 a month. Water meter issue is that the airport owns the land and the tenant owns the trailer. It would be great to have county water for the trailer lots.

Pete Burkheimer volunteered to help the Director pull all the info and quote regarding the installation of meters and propose options to the board.

EMS hangar planning update:

The discussion with the architect went well. The Architect is waiting for the ok the FAA to proceed.

Chairman Davidson added that the VOR decommission has been resolved.

Pete Burkheimer stated that temporary ground lease agreement with Steven King and company at Northwest end of the apron area.

**MOTION:** Pete Burkheimer motioned to approve proposed ground lease agreement with and authorize the Airport Director to execute and see the perspective tenant's signature.

**SECOND:** Wally Overman

**DISCUSSION:** Chairman Davidson added that in the past board meetings it was discussed and there was a consensus to have a Letter of Agreement prepared. After both parties' lawyers were consulted a Ground Land Lease Agreement was prepared. This specified for a short-term lease for the specified area, for first option to build. Jay Willis was the Airports Attorney for this matter was in agreement for the airport authority goes ahead and formal motion by the authority to provide additional support to the Airport Director.

**OPPOSED:** None

**OUTCOME:** Carried

### **ITEM 6 – Consent Agenda**

Review/Approve DCAA minutes for August 31, 2022 as presented.

**MOTION:** David Crownover motioned to approve the Consent Agenda minutes for the August 31, 2022 as presented.

**SECOND:** Joe Blakaitis

**DISCUSSION:** None

**OPPOSED:** None

**OUTCOME:** Carried

**ITEM 7 - Committee Reports:**

*Facility/Safety Committee: by Joe Blakaitis no meeting this month.*

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

*Joe Blakaitis – Inquired about the status on the grave site on the taxiway.*

Attorney Hobbs relied that a colleague in his office will be handling this project moving forward and should have an update by the next meeting.

The procedure is to first have to have a study to figure out who need to be notified of the descendants; then a statutory procedure for doing the notification and then the process.

Chairman Davidson stated that he will not be able to attend the next board meeting and Vice Chair Fred Newberry will run the board meeting.

Chairman Davidson gave a big thanks to Stacy for doing such a great job in his position.

**ITEM 9 - Adjourn**

<b>MOTION:</b>	Bill Pope motioned to adjourn.
<b>SECOND:</b>	Pete Burkheimer
<b>DISCUSSION:</b>	None
<b>OPPOSED:</b>	None
<b>OUTCOME:</b>	Carried

The meeting was adjourned at 5:30 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  
Wednesday, September 28, 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. August 31, 2022**

**ITEM 7 COMMITTEE REPORT**

**ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS**

**ITEM 9 ADJOURN**

**GUEST SIGN-IN SHEET**

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

**September 28, 2022**

**NAME & ADDRESS**

**REPRESENTING**

Brady

Venable Group

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## **Talbert & Bright Engineers Update**

**September 28, 2022**

### **Runway 23 RPZ Land Acquisition**

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## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE 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 (the "DCAA"), and KING CAPITAL II, LLC (the "Lessee"), whose mailing address is PO Box 609, Manteo, NC 27954.

### WITNESSETH:

WHEREAS, the DCAA controls and operates the Dare County Regional Airport (hereinafter the "Airport") on behalf of the County of Dare; and

WHEREAS, the Lessee desires to lease a portion of the premises (hereinafter "leased property" or "premises" or "leased premises") of said Airport for the uses and purposes hereinafter mentioned; and

WHEREAS, the Lessee desires to potentially erect a corporate hangar on the leased premises at some future time and under a future long term ground lease (the "Long Term Lease") with DCAA, and DCAA has agreed to Lessee leasing the premises under the terms and conditions of this agreement. NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and enumerated, the parties hereby agree as follows:

1. **TERM OF LEASE.** The term of this Lease shall be for a period of Eighteen (18) months commencing at 8:00 A.M. on September 1, 2022, and terminating at 11:00 A.M. on March 1, 2024, unless terminated earlier as herein provided.

a. The rental amount shall be a total of \$7,200.00 for the term of the lease (18 months) and may be paid in equal monthly rental installments or a lump sum of the remaining amount due.

b. Rental installments shall be delivered to the DCAA on or before the first (1st) day of each month without any requirement for invoicing, billing, or notice from the DCAA.

Lessee may terminate this Lease at any time by giving to DCAA at least thirty (30) days' prior written notice of its intention to terminate the same. Such early termination by Lessee shall relieve Lessee of its responsibilities under this Agreement except as otherwise specifically noted.

2. **OPTION TO EXTEND LEASE.** Provided the Lessee is not in default under the terms of the Lease, the Lessee shall have the option to extend this Lease for a single additional (12) twelve month term upon the same terms and conditions, except that the amount of rent for the optional additional term shall be negotiated by the DCAA and Lessee prior to the commencement of the optional term.

3. **DESCRIPTION OF LEASED PREMISES.**

a. The leased property herein leased consists of a 40,000 square foot vacant parcel of land located on the property of DCAA as shown as described on the Preliminary Site Plan attached hereto as

b. **LESSEE ACCEPTANCE OF PREMISES.** At the commencement of the term, Lessee shall accept the premises in its existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the DCAA as to such condition, or as to the use that may

be made of such property. In no event shall the DCAA be liable for any defect in such property or for any limitation on its use.

4. **NEGOTIATION OF FUTURE LONG TERM GROUND LEASE.** Lessee and DCAA shall initiate negotiations towards development of the Long Term Lease before September 1, 2023 and shall negotiate in good faith to develop the Long Term Lease prior to the termination of this Lease. The Long Term Lease shall provide for such preconditions as to allow the Lessee to determine whether to move forward with the Long Term Lease, and shall provide for Lessee to have a first right of refusal over any proposed lease of the premises by a third party during the pendency of this Lease and during the period of the Long Term Lease for which the preconditions have not been met.

5. **HOLDOVER BY LESSEE.** Should Lessee hold over and remain in possession of the leased property after the expiration of this Lease, it shall not be construed or deemed to be a renewal or extension of this Lease, but shall only operate to create a month-to-month tenancy which may be terminated upon 30 days' prior written notice to Lessee.

6. **LATE PAYMENT CHARGE.** Lessee acknowledges that late payment to the DCAA of rent and other sums due hereunder will cause the DCAA to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or other sums due from Lessee is not received by the DCAA or its designated agent within five (5) days after such amount is due, and if the DCAA elects not to terminate this Lease as provided in the section herein entitled "Default," Lessee shall pay the DCAA a late charge equal to five percent (5%) of such overdue payment. The parties agree that such late charge represents a fair and reasonable estimate of the costs the DCAA will incur by reason of late payment by Lessee. The DCAA's acceptance of such late charge shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, or prevent the DCAA from exercising any other right or remedy granted hereunder.

7. **REIMBURSEMENT OF COLLECTION EXPENSES.** If Lessee fails or refuses to pay rent or any additional charge or late fee hereunder and the DCAA institutes suit for its collection, Lessee shall reimburse the DCAA for all reasonable expenses incurred by the DCAA in connection therewith, including but not limited to attorney's fees not exceeding fifteen percent (15%) of the total amount due from Lessee.

8. **RELATIONSHIP OF PARTIES.** The relationship between the DCAA and Lessee shall always and only be that of DCAA and Lessee. Lessee shall never at any time during the term of this Lease become the agent of the DCAA, and the DCAA shall not be responsible for the acts and omissions of Lessee or Lessee's agent.

9. **REMEDIES CUMULATIVE.** The rights and remedies of the parties with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of the parties.

10. **NO WAIVER BY DCAA.** No waiver of default by the DCAA of any of the terms covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be a waiver of any subsequent default. The performance of all or any part of this Lease by the DCAA for or during any period or periods after a default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the DCAA to cancel this Lease for a subsequent breach thereof.

11. **LESSEE'S COMPLIANCE WITH LAWS AND REGULATIONS.** Lessee, at its sole expense, shall comply with all laws, orders, and regulations of federal, state, and local authorities, and with any direction of any public officer, pursuant to law, which shall impose a duty upon the DCAA or Lessee

regarding the Premises. Specifically, Lessee covenants and agrees with the DCAA that the Lessee shall meet all requirements and follow regulations and rules of the DCAA, the North Carolina Department of Transportation, Division of Aviation (herein "NCDA"), and the Federal Aviation Administration (herein "FAA"), and other aviation regulatory agencies.

12. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

13. AMENDMENTS. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

14. INVALID PROVISION. The invalidity or unenforceability for any reason of any particular provision or provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered as of the day and year first above written.

DARE COUNTY AIRPORT AUTHORITY

BY: \_\_\_\_\_  
Stacy Ambrose, Airport Director

KING CAPITAL II, LLC

BY: \_\_\_\_\_  
Stephen B. King, Sr., Managing Member