



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 27, 2023 MEETING**

Members Present: Charlie Davidson, Joe Blakaitis, Fred Newberry, Wally Overman , Pete Burkheimer, Jim Kenny

Members Absent: George Henderson

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

Public Attending: None

Chairman Davidson called the September 27, 2023 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:

Director Ambrose reported the following:

- **Airport Layout Plan –**
NCODA have provided comments on the final facility requirements and alternatives chapters that were submitted in July. TBI is working on responses to NCDOA comments along with working on preparing the Airport Layout Plan drawings.
- **Runway Approach Clearing -** TBI has completed the 90% design documents for the clearing work to be performed in the approaches to Runway 17 and 23 to address the penetrating trees on airport property identified by Jon Walker (FAA Flight Procedures) and those identified as part of the 18B Survey. The drawings and specifications were submitted to the airport and NCDOA for review in September. Once comments received, plans will be finalized and project will be advertised for bids.

- **Runway 23 Approach Land Acquisition -**
A letter and supporting documentation was sent to NCDOT Division of Aviation requesting their concurrence in an Administrative Settlement for the properties at 1099 and 1115 Driftwood Drive. NCODA provided their concurrence with the proposed Administrative Settlement.
- **Airfield Lighting System Rehabilitation, PAPI, Generator and Apron Lighting –**
At the September NCDOT Board of Transportation meeting, an agenda item was included for award of \$2,160,000 in State Aid grant funds to Dare County Regional Airport for the Airfield Lighting System Rehabilitation project.

MOTION: Wally Overman motioned to go into closed session pursuant to North Carolina General Statutes Section 143-318.11(a)(3) to consult with the Board attorney in a manner preserving the attorney-client privilege, and pursuant to North Carolina General Statutes Section 143-318.11(a)(5) to establish or to instruct staff or negotiating agents concerning the position to be taken in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease of the real property located at 1099 and 1115 Driftwood Drive, Manteo, NC, and owned of record by City Beverage Company, Inc.

SECOND: Pete Burkheimer
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

Out of Closed Session at 5:15PM

ITEM 3 - Attorney's Report:

No Report

TEM 4 - Chair Report:

Chairman Davidson updated the following:

- Beach-Crafts – Having an event Sunday the December 17th. 2023 and wanted to see about possibly having a mini 40th Anniversary for the Airport that same weekend. Many members were in favor of the idea for a mini event.
- Applications for the DCAA Board members. Review and get back with Charlie by the next board meeting.

ITEM 5 - Director's Report

Director Ambrose reports the following:

- Wescott Cemetery – Legacy Research has completed the study. See attached results. Another company Cemetery Services is a company that specializes in grave removal only. The cost for removal is \$1,000 per grave. If the graves were relocated to the Airport's own cemetery Twiford Funeral is the contractor for all services at Roanoke Island Cemetery. There is the option of also locating a nice area somewhere else on the airport property.

Jim Kenny – asked about having the graves covered over with really nice bronze markers.
 Attorney Hobbs – replied that by the NC Statutes the airport is doesn't have the authority to cover only allowed to relocate.

Pete Burkheimer – Suggested having a really nice memorial monument for the Wescott's and find an area on the airport property that can be accessed by the public.

Attorney Hobbs – stated that the engineers would be a great start to finding an area to suggest that would not jeopardize any future plans from the airport.

- Fuel Sales – For August AV gas is about the same this year as it was last year. Jet fuel for August was a record month, up 3,000 gallons from last year. (attached)
- National Aviation Day – Was a successful event.
- 80th Anniversary of the Airport – It was wind and rained out. Rescheduled date has not been determined.
- Grants – Just got notification of more grant money awarded to the airport and 2024 will be busy year.
- NCDOT – the airport needed to renew the Airport Safety/Maintenance Projects Agreement. This requires this board to approve and sign the Resolution. (attached).

MOTION: Wally Overman motioned to approve the Agreement for Airport Safety/Maintenance Projects Resolution as presented.
SECOND: Pete Burkheimer
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 6 – Consent Agenda

Review/Approve DCAA minutes for August 16, 2023 as presented.

MOTION: Wally Overman motioned to approve the Consent Agenda minutes for the August 16, 2023 as presented.
SECOND: Joe Blakaitis
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

ITEM 7 - Committee Reports:

No reports.

ITEM 8 - Comments from the Authority Members:

Wally Overman – Thanked Director Ambrose for helping arrange the plane for the flyover. The next meeting for the “Wall that Heals” will be the following Wednesday.

ITEM 9 - Adjourn

MOTION: Joe Blakaitis motioned to adjourn.
SECOND: Jim Kenny
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, September 27, 2023
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
August 16, 2023**

ITEM 7 COMMITTEE REPORT

ITEM 8 COMMENTS FROM THE AUTHORITY MEMBERS

ITEM 9 ADJOURN

GUEST SIGN-IN SHEET

D.C.A.A. MEETING

September 27, 2023

NAME & ADDRESS

REPRESENTING

Talbert & Bright Engineers Update

September 27, 2023

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**LETTER OF AGREEMENT FOR
AIRPORT SAFETY/MAINTENANCE PROJECTS**

THIS AGREEMENT is made, this 27 th day of September, 2023 by Dare County Airport Authority as owner and operator of the Dare County Regional Airport hereinafter referred to as “Airport,”) and the North Carolina Department of Transportation (Division of Aviation), an agency of the State of North Carolina (hereinafter referred to as “Department”), for the purposes of future and as-yet unspecified safety or maintenance services to be performed by said Department in accordance with the terms, conditions and provisions hereof.

WITNESSETH

WHEREAS, the Sponsor is primarily responsible for maintaining the facilities of the Airport to protect and preserve the safety of flight operations at, from and to the Airport; and

WHEREAS, and the Department shares the interest of the Sponsor in the prompt and adequate maintenance and repair of the paved surfaces of the Airport which support aircraft movements on the Airport; and

WHEREAS, the Sponsor and the Department may, from time to time, mutually determine that certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other infrastructure is in need of maintenance or repair, and that the Sponsor could benefit from the assistance of the Department in accomplishing such maintenance and repair; and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of aircraft movement areas, on publicly owned and operated airports in North Carolina; and

WHEREAS, the Sponsor and the Department agree that upon the request by the sponsor and the acceptance by the Department, certain needed improvements at the Airport may be undertaken by the Department in conformance with the provision of North Carolina General Statute 63; and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file in its offices, in order to be able provide and oversee such maintenance and repair at the Airport;

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. This Letter of Agreement supersedes all prior agreements between the Department and Sponsor with respect to the subject matter of this Letter of Agreement.

2. Upon the Sponsor's approval, the Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform the requested maintenance and repair to the Airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays, Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.
3. The Sponsor will receive notification from the Department of the Department's willingness to perform (or pay to have performed) any item or items of work approved by the Sponsor and a proposed schedule for performing the work and the force or contractor the Department proposes to perform the work.
4. If the schedule and the force or contractor proposed by the Department for performing the work is acceptable to the Sponsor, the Sponsor shall authorize the Department (or its contractors) to enter upon the property of the Airport during the scheduled time to perform the work.
5. If the schedule and the force or contractor proposed by the Department for performing the work is unacceptable to the Sponsor, the Sponsor shall inform the Department of the reasons for its objections and the Sponsor and the Department will engage in dialogue with the intent of determining if an alternative schedule or force or contractor is acceptable to both the Sponsor and the Department. If the Sponsor and the Department cannot reach agreement through the process described in paragraph 4 then the Department will withdraw its offer to perform the requested work.
6. The Sponsor hereby represents to the Department that the title to the pavement and adjacent areas of the Airport is vested in the Sponsor.
7. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times the work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
8. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times the work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
9. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times when the work is in progress on that pavement area and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles while the work is being performed or the subject pavement areas are in an unsafe or uncured condition due to the conduct of the work.
10. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.

11. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing the authorized work. The Department covenants that any and all such work as it performs or has performed at the Airport pursuant to this agreement will meet or exceed all relevant State of North Carolina and Federal Aviation Administration specifications for the type of pavement concerned and the type of maintenance or repair that is being performed.

12. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment. This indemnity does not extend to causes of action arising from the negligence of the Department, its officers and employees or any of Department's contractors who performed the work.

13. Should Sponsor fail to comply with any material duty required of it under this Agreement the Department shall give written notice to the sponsor of the details of its non-compliance and provide a reasonable period in which the Sponsor can cure its non-compliance. Upon the expiration of said cure period without the Sponsor having come into compliance, the Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed at the Airport and release the work area to the jurisdiction of the Sponsor.

14. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this Commitment.

15. Subject to the provisions of paragraph 13 above, this Commitment will expire on December 31, 2028. Subject to the provisions of paragraph 13 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

NC Division of Aviation

BY: _____

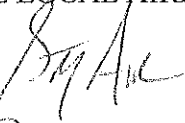
DATE: _____

Becca Gallas, P.E.
Aviation Director

WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed:



Title:

DIRECTOR

Official Sponsor:

DARE County AIRPORT AUTHORITY

Attest:

SEAL OF THE SPONSOR



A digital copy of this LETTER OF AGREEMENT in adopted form should be emailed to the Statewide Program Manager and your Airport Project Manager. General telephone number is: (919) 814-0550.

Statewide Program Manager – Raj Kondapalli, P.E. rkondapalli@ncdot.gov
Airport Project Manager (NW) – Caleb Whitby, P.E. cwhitby@ncdot.gov
Airport Project Manager (NE) – Robin Peele, P.E. rdpeelee@ncdot.gov
Airport Project Manager (SW) – Emily Ferreira. eafferreira@ncdot.gov
Airport Project Manager (SE) – Tommy Mann, P.E. tmann@ncdot.gov

Resolution of the Sponsor

A motion was made by Wally Overman - Authority Board Member
and seconded by Pete Burkheimer - Secretary Board Member
for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS Dare County Airport Authority
(hereinafter referred to as "Sponsor") the North Carolina Department of Transportation (hereinafter
referred to as "Department") requires a Commitment and Release of Liability statement to be on file,
in order to provide and oversee maintenance and safety improvements on the operational surfaces of
the Dare County Regional Airport ;
in accordance with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the
Director
of the Sponsor be and is hereby authorized and empowered to enter into a Commitment and Release
of Liability with the Department, thereby binding the Sponsor to fulfillment of its obligation as
incurred under this resolution and its commitment to the Department.

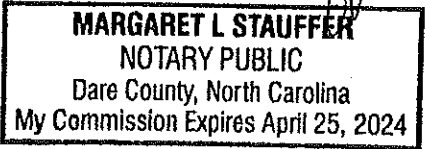
I, Margaret Stauffer, Clerk of the Board
of the Dare County Airport Authority
do hereby certify that the above is a true and correct copy of the minutes of
Dare County Airport Authority
held on September 27, 2023.

WITNESS my hand and the official seal of the Sponsor.

This the day of September 27, 2023

Signed: *Margaret Stauffer*

NOTARY SEAL



APPENDIX A – 1943 US COE Wilmington letter.

ADDRESS REPLY TO
DISTRICT ENGINEER
U. S. ENGINEER OFFICE
WILMINGTON, NORTH CAROLINA

WAR DEPARTMENT
UNITED STATES ENGINEER OFFICE
308 CUSTOMHOUSE
WILMINGTON, NORTH CAROLINA

REFER TO FILE NO. ND 9.7/

January 28, 1942 S

Mr. Melvin Daniels,
Chairman, Airport Commission,
Sponsors Manteo Airport,
Manteo, N. C.

Dear Mr. Daniels:

Reference is made to the graves on the property of the Manteo Airport.

The C.A.A., Atlanta, Ga., advise me that the responsibility of removing, or protecting the graves, rests with the sponsors of the project.

The inclosed print shows the location of all graves known to this office. You will note that one plot is in the way of the NE/SW runway and must be removed. It is desirable to have all graves removed and this method is recommended. In lieu of removing the graves, other than the ones in the way of the NE/SW runway, the other acceptable scheme would be to locate them with proper reference points and store all markers prior to grading operations. If this scheme is undertaken, it will be necessary to locate each individual grave, uncover, and properly fill with compacted earth. After the completion of the airport, the headstones removed, with other suitable markers, may be replaced flat on the ground. All expense in connection with uncovering, filling, and marking the graves will be borne by the sponsors.

Our contract for construction at this airport has no reference to work in connection with the above. Neither the contractor nor this office can assume any responsibility in the disposition of the graves; however, we will cooperate with you and render all assistance possible.

As the contractor cannot start grading operations until you have complied with the above, it is requested that the work be expedited and that I be advised in writing of the action you intend to take in the matter.

Yours very truly,



R. A. Sharrer,
Major, Corps of Engineers,
Acting District Engineer.

Inclosure:

Print, file No. M-1.

cc: Regional Manager, C.A.A.,
Atlanta, Ga.
Capt. C.R. Gibbons, Manteo, N. C.

The study area consisted of a rectangular unpaved area within the Dare County Regional Airport tarmac (see Figure 34). One rectangular grid was laid out across the cemetery. Fiberglass tape measures and the Pythagorean theorem were used to establish the grid corners which were marked with white flags. GPR grid data was collected in a northwest-southeast direction along transects at a one-foot spacing.

The GPR grid data was processed using GPR-Slice software for 3-D imaging and horizontal depth slices. A GPR depth slice is a plan view (map view) image of all reflections between a particular depth interval or time window. GPR slices were constructed for multiple depth thicknesses below the ground surface in order to observe potential unmarked burials at different depths. The GPR depth slices were reviewed for evidence of unmarked burials. The grave shafts of unmarked burials can show up on the shallow depth slices as rows of rectangular reflection-free (blue) anomalies. Burials can appear on the deeper depth slices as rows of high amplitude (green and yellow) reflections.

GPR profiles show a cross-section of the subsurface along each transect. Unmarked graves can be represented as a distinct reflection or hyperbola on the GPR profiles. When these reflections appear at a similar location on adjacent profiles, this is good evidence of a potential unmarked burial. A Juniper Systems, Inc. Geode GNSS Receiver was used to survey the location of the GPR grid corners, transects, existing grave markers, and other features.

Findings

Ten sets of reflections characteristic of potential unmarked burials were identified while collecting the transect data in the cemetery (Figure 35). A white flag was placed within each GPR anomaly interpreted as a potential unmarked grave. These were later replaced with white whisker survey markers and nails that can be located in the future with a metal detector.

The unmarked burials were not clearly imaged on the GPR depth slices. The shallow 1.4 to 1.7 foot depth slice shows a dispersed pattern of medium amplitude reflections (Figure 36). The deep 3.0 to 3.3 foot GPR depth slice shows high amplitude reflections in areas where potential unmarked burials were identified on the GPR profiles, but they do not represent the shape and size of the burials. Two linear, high amplitude reflections cross the northwest portion of the cemetery (Figure 37). These are buried utility lines. It was not possible to identify unmarked burials in the vicinity of these two utility lines.

Twenty-seven sets of GPR reflections indicative of a potential unmarked burial were identified on the GPR profiles (Figure 38). These match up with six of the anomalies identified in the field (red circles on Figure 35). A total of 31 potential unmarked burials were identified at the Brisbane Cemetery (Figure 39 and Figure 40). Not all of these potential burials may turn out to be graves. It is possible that additional burials are located under the utility lines that cross through the cemetery.

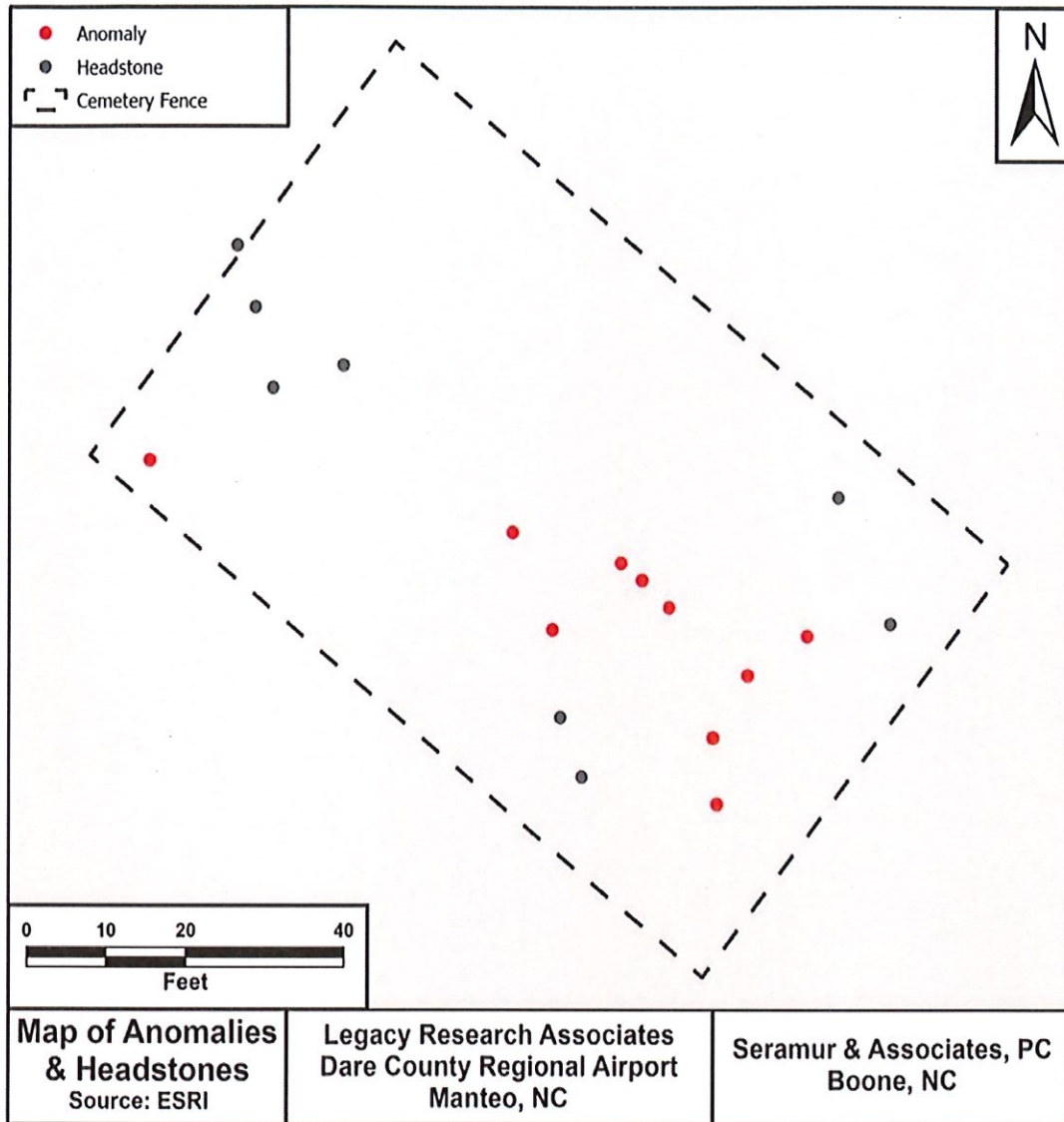


Figure 35. Map of marked burials and anomalies within the study area.

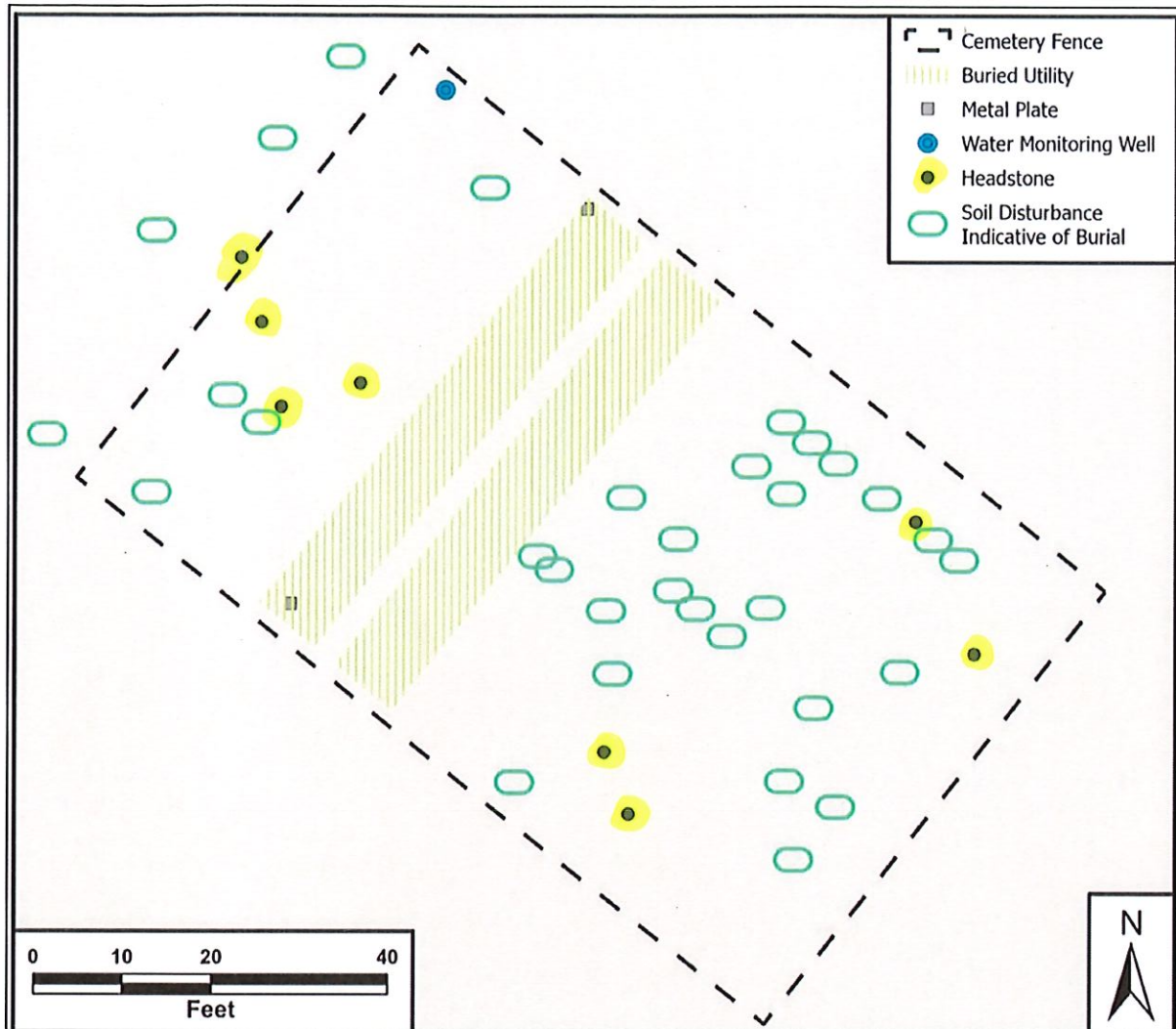


Figure 40. Map of marked and unmarked burials at the Brisbane Cemetery.