



**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  
August 16, 2023 MEETING**

**Members Present:** Charlie Davidson, Joe Blakaitis, George Henderson, Wally Overman, Pete Burkheimer, Jim Kenny

**Members Absent:** Fred Newberry

**Also Attending:** Johny Hallow, Hornthal, Riley, Ellis & Maland; Stacy Ambrose, Airport Director; Margaret Stauffer, Clerk to the Board; John Massey, Talbert & Bright

**Public Attending:** Juanita Wescott, Gwen Wescott, William Wescott, Jay Hart, Philp Ruckle

Chairman Davidson called the August 16, 2023 meeting of the Dare County Airport Authority to order at approximately 4:00 pm.

**ITEM 1 - Public Comments:**

- Juanita Wescott – Ms. Wescott started by knowledge introducing other members of the Wescott family in the audience. She then gave a brief timeline on the Wescott Cemetery and the airport history. The families presents has expressed that the cemetery not be relocated and honor their mark in history. (attachment)
- Jay Hart – Spoke on behalf of the UPS sorting facility and the plans for a new facility to start in October 2023. The plans and specs are in the process of being prepared and will forward copies to the Airport Director when available. Part of the construction would be to remove a lot of pine trees on their own property but would like to have permission to access those trees through the airports gates at the end of the runway. (attachment)

The Airport Director will coordinate with Jay about establishing barriers for safety.

Chairman Davidson thanked Jay Hart and the Wescott family for coming out to share some history about the airport and cemetery on the taxi-way. The process of looking at all our options regarding the Wescott Cemetery will be a transparent process and encouraged family members to attend. The state has very strict guidelines such as, hiring a professional Archeological and Genealogical Company to survey, notification to next of kin, health department supervisor, and state licensed funeral director.

Chairman Davidson again thanked the Wescott family for coming out and insured them that the board will keep everyone informed of the status.

**ITEM 2 – Standard Manual of Airport Rules & Regulations for the Dare County Regional Airport:**

Johny Hallow is covering for Attorney Hobbs: (attachment)

Attorney Hallow explained that the board has previously adopted emergency Rules & Regs regarding abandoned vehicles and now the board needs to approve to make them permanent Rules and Regulations for the airport.

- MOTION:** Pete Burkheimer motioned to approve the previously reviewed Standard Manual of Airport Rules and Regulations for the Dare County Regional Airport.
- SECOND:** Wally Overman
- DISCUSSION:** None
- OPPOSED:** None
- OUTCOME:** Carried

**ITEM 3 - Air Traffic Control Services for September 22-24, 2023 Event:**

(attachment)

Director Ambrose stated that the event agreement is for Airboss to handle the tower services September 22-24, 2023.

- MOTION:** Joe Blakaitis motioned to approve the Air Traffic Control Tower Services for the event September 22-24, 2023, contingent that the price is the same as the draft.
- SECOND:** Jim Kenny
- DISCUSSION:** None
- OPPOSED:** None
- OUTCOME:** Carried

**ITEM 4 – Engineer’s Report:**

Engineer John Massey updated on the following:

- **Airport Layout Plan** - Based on comments received from the airport authority, the final facility requirements and alternatives chapters were completed and submitted to the airport and NCDOA for review in late July. TBI is currently 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 will be submitted to the airport and NCDOT for review and comment prior to finalizing the documents for bidding.

- **Runway 23 Approach Land Acquisition** - A letter and supporting documentation have been prepared and coordinated between TBI, Stacy Ambrose and Robert Hobbs to send to NCDOT Division of Aviation requesting their concurrence in an Administrative Settlement for the properties at 1099 and 1115 Driftwood Drive.
- **Airfield Lighting System Rehabilitation, PAPI, Generator and Apron Lighting** - NCDOT has indicated that they are considering this project to receive State Grant funding at the September board of transportation meeting.

#### ITEM 5 – Attorney’s Report

Attorney Johny Hallow updated on the following:

- Director Ambrose and Attorney Hallow attended the last Board of Commissioners meeting last month and did get approval and signed a Resolution authorizing the airport to (1) commence the grave relocation project and (2) to take any reasonable steps to complete the same.

Airport has adopted a Resolution and to have the county adopted a Resolution, the next step would be hire a company to perform the genealogical and archeological study

- Abandoned vehicle issue – working with DMV to get an effective lean on the vehicle, once the lean is completed then the board will have to decide what to do with the removed of the vehicle.

#### ITEM 6 – Chair’s Report

Chairman Davidson and Jim Kenny attended the EAA Airshow in Wisconsin in hopes to gain interest in the September event at the Manteo airport.

Lots of discussion of concerns came up regarding the history of the Wescott cemetery.

Wally Overman – would it be possible to fill-in the area with concrete and place a nice flat marker for everyone and still have it safe for planes to taxi over?

Pete Burkheimer - asked if the ALP and adding another terminal building will affect the graves at their current location? As an alternative it was proposed to not disturb the graves, slick the grave area so that planes can taxi over the area. Add really nice name plaques and once or twice a year block off the area to have a service of some kind for the families.

Jim Kenny – stated that the Wescott family concern is being recognized and respect the family’s lineage. Really likes the idea of bronze name plaques that are flat and suggested naming part of the terminal the Wescott Terminal in honor of the family. Make a large sign and add items with the history of the family into the airport museum.

Director Ambrose added that the Legacy Research Associates proposal included background checks, probing; photography GIS mapping remote sensing and field investigation. Plus all the legal notifications required by the state are included. The price is about \$15,545.00.

Chairman Davidson stated that there are other airports with grave markers on the taxi-ways. The research would still need to be done to confirm who all is in the area and recognize them all.

The Chairman asked the facilities committee to research the future airport layout plan if there would be a conflict leaving the graves and contacting Ms. Wescott for history information and the options at this meeting.

**ITEM 7 – Director’s Report**

Director Ambrose updated the following:

- Aircraft movement reports: July 2022 had 140 movements and compared July 2023 had 131 movements. June 2023 had lots of rain.
- Fuel sales: July 2023 was up from last July. Overall year jet is up 5% and AV fuel down 15%
- National Aviation Day – August 19<sup>th</sup> from 9-3pm.

**ITEM 8 - Consent Agenda**

Review/Approve DCAA minutes for June 28, 2023 as presented.

**MOTION:** Wally Overman motioned to approve the Consent Agenda minutes for the June 28, 2023 as presented.  
**SECOND:** Joe Blakaitis  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

**ITEM 9 – Committee Report**

No reports.

**ITEM 10 - Comments from the Authority Members**

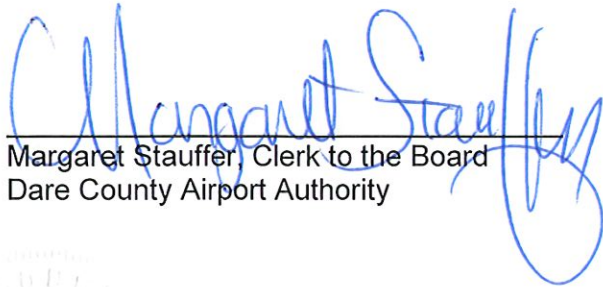
Wally Overman – suggested that the airport’s public comments should be limited to five minutes. The event in November for “The Walls that Heal” will have a Navy plane flyover.

In closing, the members had a Moment of silence for board member Jack Shea whom has passed away.

ITEM 11 - Adjourn

**MOTION:** Joe Blakaitis motioned to adjourn.  
**SECOND:** Pete Burkhimer  
**DISCUSSION:** None  
**OPPOSED:** None  
**OUTCOME:** Carried

The meeting was adjourned at 5:50 PM ET

  
Margaret Stauffer, Clerk to the Board  
Dare County Airport Authority



**DARE COUNTY AIRPORT AUTHORITY  
410 AIRPORT ROAD, MANTEO, NC  
Wednesday, August 16, 2023  
AGENDA**

**4:00 PM CONVENE AUTHORITY FOR MONTHLY MEETING**

**ITEM 1 PUBLIC COMMENTS**

**ITEM 2 STANDARD MANUAL OF AIRPORT RULES AND REGULATIONS  
FOR THE DARE COUNTY REGIONAL AIRPORT**

**ITEM 3 AIR TRAFFIC CONTROL SERVICES FOR  
SEPTEMBER 22-24, 2023 EVENT**

**ITEM 4 ENGINEER'S REPORT**

**ITEM 5 ATTORNEY'S REPORT**

**ITEM 6 CHAIR'S REPORT**

**ITEM 7 DIRECTOR'S REPORT**

**ITEM 8 CONSENT AGENDA  
- Approve Minutes June 28, 2023**

**ITEM 9 COMMITTEE REPORT**

**ITEM 10 COMMENTS FROM THE AUTHORITY MEMBERS**

**ITEM 11 ADJOURN**

GUEST SIGN-IN SHEET

D.C.A.A. MEETING

August 16, 2023

NAME & ADDRESS

REPRESENTING

Philip Rudolph

Coastland Times

William Wescott

Wescott Family Graves

Lucas Wescott

Wescott Family Graves

Jean Hart  
Jeanette Wescott

Wescott Family Graves

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DARE COUNTY AIRPORT AUTHORITY

BK 0010 PG 0738



**Dare County Regional Airport**

P.O. Box 429 ~ 410 Airport Road  
Manteo, NC 27954  
(252) 475-5570 ~ Fax (252) 473-1196

**TO OUR VISITORS AND OBSERVERS:**

The Dare County Airport Authority recognizes that, as a public body, it should at appropriate times allow for members of the public to address the Authority on Airport Authority matters. However, because of the lengthy agenda at each meeting of the Authority, the Chair must have the ability to plan the scope and length of the meeting so as to not unduly prolong the meeting. The purpose of this form is to assist the Chair to plan the meeting.

If you wish to address the Airport Authority at its regularly scheduled meeting on the date stated below, please furnish the information requested below and return this form to the Airport Director or to Crystal Sidwell.

Oral statements from the floor for members of the members of the public who are not on the agenda will be limited to three (3) minutes per person. Sharing or transfer of time to other members of the public will not be permitted in the discretion of the Chair. It is not the Authority's policy to respond to questions from the floor, but public comments will be carefully considered.

The Chair reserves the right to refuse to recognize someone who has previously addressed the Board on the same subject on which the speaker now wishes to address to the Authority.

Members of the public who wish to present oral statements from the floor and who have not filled out this form and returned it to the Airport Director or Marge Stauffer will not be recognized by the Chair during the meeting.

NAME OF PROPOSED SPEAKER: Juanita Wescott (William Wescott)  
ADDRESS OF SPEAKER: 141 Mother Vineyard Rd. Manteo, NC  
TELEPHONE NUMBER OF SPEAKER: cell 252-216-7406  
SUBJECT OF COMMENTS: Wescott Cemetery  
Have you addressed the Airport Authority in the last twelve months? Yes \_\_\_\_\_ No

If yes, when? \_\_\_\_\_



## Manteo

## Airport History

Midyett Matthew 1676-1780: Owned most of Body Island.

Midyett Samuel: 1704-1780 Son of Matthew buried on Body Island

Midyett Samuel II Esq 1727-1805 lived in Tyrell county (this side of Alligator) bought land on Roanoke Island then lived on the West side

Midyett Thomas 1757-1797- Inherited or bought land from his father, land on Roanoke Island ( Now the Manteo airport)

Barbara Midyett 1787-1850+ at the age of 15, inherited 76 1/2 acres more or less from thomas who died at the age of 40.

Barbara Midyett married John "JACKY WESCOTT- Built a home and had at least eight children.( see ancestry)

John Wellington Wescott- 1824-1884: One of the **first commissions of Dare County 1870.** He owned nearly 500 acres of property where Marshes light and the COA is located. He gave **one acre of land** for the **first Manteo Court House to be build** so we could become Dare County, no longer Currituck County, along with portions of Tyrell and Hyde Counties (East Lake and Hatteras Island)He married Lovie Davis Tillett from the (Nags Head preserve) Her father was Thomas Tillett (lost at Sea)

They has 7 living children ( two did not live long)

1920

Mary Etheridge Wescott 1849-~~1911~~: Married John Thomas Daniels Sr died 1906 Both BURIED IN THE WESCOTT CEMETARY. they are the parents of John Thomas Daniels Jr. He was a surfman at Kill Devil Hills Life Saving Station. He helped the Wright Brothers with their flying experiments and took that famous picture of THE WRIGHT BROTHERS FIRST FLIGHT.

Capt. John Thomas Wescott 1853-1940: Served as the KEEPER at Poyner's Hill Life Saving Station and retired Coast guard With ~~30~~<sup>43</sup> years of service. One of his daughters became the librarian at Duke University. He also told the story of the Civil War and Burnside's invasion of Roanoke Island. News Clipping.

Matilda Mann Wescott 1855-1927: married Charles D Lester, a ship wrecked sailor from New Jersey. His boat blew up as he began a return trip to Manteo from Elizabeth city. He and his oldest son died. She had several sons and a daughter to raise as a single parent. Most of the Lesters moved to get jobs in the Norfolk area. Lovie Lester stayed in Manteo and married Otho ward.

Capt. Josiah Holly Wescott 1858-1909: My husband's grandfather. He was US Life Saving Service KEEPER at New Inlet and Chicamacomico for 25 years and died in 1909 leaving 6 orphan children. His wife died in 1905. The oldest daughter, age 13, took care of the children. Three months later home in downtown Manteo (3 1/2 acres with 10 pigs) burned to the ground one daughter died in the fire. The oldest daughter, now 18, Married George Bright Midgett and continued to raise the younger brothers ages 9, 13 and 16. She is also the grandmother of Sheriff Rodney

Midgett.

Capt. Charles Davis Wescott 1861-1889: USLSS at Oregon Inlet Station and later captained a steam boat called the CLEOPATRA. He was murdered in Jones County. BURIED IN THE WESCOTT CEMETARY. Charles Wescott, 103 years old, living in Wanchese is his grandson.

Obediah Jennings Wescott 1866-1941 served the Life Saving Service at Oregon Inlet and Nags Head Station. He retired Coast Guard. His house remains standing on Wingina, (Little Street) in Manteo, built in 1892.

Robert Lee Wescott Sr. 1869-1925: Served at Oregon Inlet Life Saving Station and Kill Devil Hills Station. He helped the Wright Brothers with their First Flight and OWNED THE HILL THEY FLEW ON. He is buried in Kitty Hawk.

Lovie Davis Tillett Wescott owned until 1894. They had previously sold 25 acres to their daughter Mary E Wescott Daniels.

Capt Richard Etheridge bought 50 acres from Lovie Davis Tillett Wescott in 1894 for \$600.00.

He died in 1900 and left the property to his wife and daughters.

The ladies owed money to Dr White in Elizabeth City.

Dr White held the property in a trust for his payment of \$600.00. Maggie Etheridge, Oneida Baker and Francis Etheridge, in 1906 tried to sell the property on the court house steps, but were unable to sell it.

Dr. J H White 1906- 1908: In 1908 the property was sold to C E Brisbin from Saratoga County, New York.

C. E. Brisbin (a fruit farmer) makes a legal agreement in 1912 with a horticulturalist, Charles R Shimer and Eugenia Shimer (Daughter of Jefferson Davis Hayman) to grow a peach orchard. The Shimer's had five sons. One of their sons became a Major General in the Armed Forces and later became the North Carolina Adjutant General 1975.

Zebulan Vance Brinkley becomes the owner and around 1940 the US Navy acquires the property for a Naval Airport for WWII

Z V Brinkley was the son of William T Brinkley. Lovie and John Wescott sold 75 acres on SHALLOW BACK BAY to William T Brinkley. Z V Brinkley had a dairy farm there (The Holcom milk company). his daughter Camille inherited the property and left it to Harry Shifman. Marshes Light and COA. Wescott's owned 500 acres from the Roanoke Sound to the Croatan.





This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.



221 Etheridge RD  
 Manteo NC, 27954  
 Parcel: 025091000  
 Pin: 987012874422

Owners: Raicar li, Inc. -Primary Owner  
 Attn Real Estate Dept -Primary Owner  
 Building Value: \$73,600  
 Land Value: \$325,300  
 Misc Value: \$42,600  
 Total Value: \$441,500

*UPS*

Tax District: Manteo Out  
 Subdivision: Subdivision - None  
 Lot BLK-Sec: Lot Blk: Sec:  
 Property Use: Service  
 Building Type: Truck Terminal  
 Year Built: 1987





# **DARE COUNTY AIRPORT AUTHORITY**

## **STANDARD MANUAL OF AIRPORT RULES AND REGULATIONS FOR THE DARE COUNTY REGIONAL AIRPORT**

**MANTEO, NORTH CAROLINA**

**As Amended Through September 25, 2019  
Proposed Changes to be Considered on June 28, 2023**

**Members of the general public may submit comments on the proposed changes in writing to the Dare County Airport Authority on or before closing date, June 27, 2023, at 5:00 PM (ET), to the following address:**

**Dare County Airport Authority  
c/o: Stacy Ambrose  
954 Marshall C. Collis Drive  
P.O. Box 1000  
Manteo, NC 27954**



The following is the "Redlined Comparison" showing the proposed changes:

## SECTION 1 - GENERAL

1.1. DEFINITIONS. In addition to the terms defined elsewhere in these Rules and Regulations, the following terms have the meanings herein as set forth below, unless the context otherwise requires. These definitions shall not supersede any definitions contained in contractual agreements with the Airport Authority or designated representative.

Abandoned or illegally parked aircraft - An abandoned or illegally parked aircraft is an aircraft which:

- (1) Is left on the Airport in violation of a law, rule or regulation prohibiting parking; or
- (2) Is left on Airport property under the control of the Airport Authority for longer than twenty-four (24) hours without permission; or
- (3) Is deemed abandoned or illegally parked by the Airport Director when the aircraft was initially parked in an approved tie down or other authorized parking area with permission of the Airport, but the owner of the Aircraft subsequently becomes delinquent on the payment of tie-down fees to the Airport, or the Airport otherwise withdraws its permission for the aircraft to be parked in such parking area; or
- (4) Is left on Airport property leased by a private party, without the consent of the lessee or occupant thereof, for longer than twenty-four (24) hours.

Abandoned vehicle - An abandoned motor vehicle is a motor vehicle which:

- (1) Is left on the Airport in violation of a law or ordinance prohibiting parking; or
- (2) Is left on Airport property under the control of the Airport Authority for longer than twenty-four (24) hours without permission; or
- (3) Is left on Airport property leased by a private party, without the consent of the lessee or occupant thereof, for longer than twenty-four (24) hours.

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Provided, no motor vehicle shall be deemed abandoned until the Board takes action at a regular or special meeting to declare the vehicle abandoned.

AC 90-66B - FAA Advisory Circular AC 90-66B, Non-Towered Airport Flight Operations ("AC 90-66B)

2.7. ABANDONED, NUISANCE AND JUNKED VEHICLES:

A. It shall be the intent of this Section 2.7 to promote and enhance the aesthetic appearance of the Airport and to promote tourism and the opportunities for economic development of the Airport. It is further the intent of this Section 2.7 to promote and enhance the attractiveness of the Airport to its users and visitors.

B. Administration. The Airport Director shall be responsible for the administration and enforcement of this Section. The Airport Director may contact the Dare County Sheriff's Office for assistance with the removal and disposition of vehicles determined by the Airport Director to be "abandoned" "nuisance" or "junked vehicles" located on the Airport. The Airport may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked vehicles in compliance with this Section and applicable state laws. Nothing in this Section shall be construed to limit the legal authority or powers of officers of the Sheriff's Office in enforcing other laws or in otherwise carrying out their duties.

C. Abandoned vehicle unlawful; removal authorized.

(1) Upon investigation, the Airport Director may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

(2) It shall be unlawful for the registered owner or person entitled to possession of a vehicle, or for the lessee or occupant of the real property upon which the vehicle is located, to leave or allow the vehicle to remain on the property after it has been declared an abandoned vehicle.

D. Nuisance vehicle unlawful; removal authorized.

(1) Upon investigation, the Airport Director may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

(2) It shall be unlawful for the registered owner or person entitled to possession of a vehicle, or for the lessee or occupant of the real property upon which the vehicle is located, to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

E. Junked vehicle regulated; removal authorized.

(1) Upon investigation, the Airport Director may order the removal of a junked vehicle as defined in this Section after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the apparent owner if any. Such finding shall be based on a balancing of the monetary loss of

the apparent owner against the corresponding gain to the public by promoting or enhancing the appearance of the Airport. The following, among other relevant factors, may be considered:

- (a) Appearance of the Airport;
- (b) Promotion of tourism and other economic development opportunities;
- (c) Indirect protection of public health and safety;
- (d) Preservation of the character and integrity of the Airport; or
- (e) Promotion of the comfort, safety, happiness and emotional stability of Airport users and visitors.

Provided, however, no vehicle that is used on a regular basis for business or personal use shall be removed or disposed of pursuant to this subsection (1).

(2) It shall be unlawful for the registered owner or person entitled to the possession of a junked vehicle, or for the lessee or occupant of the real property upon which a junked vehicle is located to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

F. Removal of abandoned, nuisance or junked vehicles; pre-towing notice requirements; appeals.

(1) Except as set forth in subsection H below, an abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle.

(a) In the case of a nuisance vehicle or a junked vehicle, if the names and mailing addresses of the registered owner or person entitled to the possession of the vehicle, or the lessee or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail. Reasonable diligence shall include notification to the registered owner of the vehicle at his last known address according to the latest registration certificate or certificate of title on file with the North Carolina Division of Motor Vehicles; notice to the lessee or occupant as contained in the records of the Airport. The Airport Director shall retain a written record to show the name(s) and address(es) to which mailed, and the date mailed.

(b) If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the Airport Authority on a

specific date (no sooner than seven (7) days after the notice is affixed). The notice shall state that the vehicle will be removed by the Airport Authority on specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

(2) Appeals. The registered owner or person entitled to possessing a vehicle which has been determined to be an abandoned vehicle, nuisance vehicle or junked vehicle who has received a notice pursuant to Section G(1) that the vehicle will be removed may appeal the determination. In the case of notice for removal of a junked vehicle where the determination has been made that the aesthetic benefits of removing the vehicle outweigh the burdens on the apparent owner, in accordance with Section F(1), the registered owner or person entitled to possession of the junked vehicle may appeal that determination. Any appeal shall be made within ten (10) days upon receipt of the notice for removal of the vehicle as provided in Section G(1). All appeals shall be made to the Airport Authority in writing. Appeals held pursuant to this section shall be conducted by the Airport Authority within forty-five (45) days after the receipt of a request for a hearing, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

G. Exceptions to the prior notice requirement.

Circumstances justifying the removal of vehicles without prior notice include:

(1) *Vehicles abandoned on certain areas of the Airport.* For vehicles left on certain areas of the Airport, the Airport Director may determine that immediate removal of such vehicles may be warranted when they are:

- a. Obstructing traffic or aircraft operations;
- b. Parking in violation of a rule or regulation prohibiting or restricting parking;
- c. Parking in a no-stopping or standing zone;
- d. Parking in a restricted area, runway area or taxiway area of the Airport;
- e. Parking in loading zones;
- f. Parking in public transportation or taxi zones; or
- g. Parking in violation of temporary parking restrictions imposed by the Airport Authority.

(2) *Nuisance vehicles and abandoned vehicles on leased property.* These vehicles may be removed without giving prior notice in those circumstances where the Airport Director finds a special need for prompt action to protect and maintain the public health, safety and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to public or restricted areas of the Airport, vehicles parked in such a location or manner as to pose a traffic or aircraft hazard, or vehicles causing damage to the Airport.

H. Removal of vehicles; post-towing notice requirements.

(1) Any abandoned, nuisance or junked vehicle which has been ordered removed may, as directed by the Airport Director, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform such services for the Airport. Whenever such a vehicle is removed, the Airport Director shall immediately notify the last known registered owner of the vehicle, such notice to include the following:

- (a) The description of the removed vehicle;
- (b) The location where the vehicle is stored;
- (c) The violation with which the owner is charged, if any;
- (d) The procedure the owner must follow to redeem the vehicle; and
- (e) The procedure the owner must follow to request a probable cause hearing on the removal.

(2) The Airport Director shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, including the information set forth in subsections (1)(a) through (e) above, shall also be mailed to the registered owner's last known address, unless the notice is waived in writing by the vehicle owner or his agent.

(3) If the vehicle is registered in North Carolina, notice shall be given within twenty-four (24) hours. If the vehicle is not registered in the state, notice shall be given to the registered owner within seventy-two (72) hours of the removal of the vehicle.

(4) Whenever an abandoned, nuisance or junked vehicle is removed and such vehicle has no valid registration or registration plates, the Airport Director shall make reasonable efforts, including checking the vehicle identification number to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsections (1)(a) through (e) above.



I. Right to probable cause hearing before sale or final disposition of vehicle. After the removal of an abandoned vehicle, nuisance vehicle or junked vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in accordance with the provisions of Article 7A of Chapter 20 of the General Statutes of North Carolina, as amended.

J. Redemption of vehicle during proceedings. At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this Section.

K. Sale and disposition of unclaimed vehicle. Any abandoned, nuisance or junked vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such vehicle shall be carried out in accordance with Article 1 of Chapter 44A of the General Statutes of North Carolina.

L. Conditions on removal of vehicles from leased property on the Airport. Except as provided in subsection F(1), as a general policy, the Airport will not remove a vehicle from leased property on the Airport if the occupant or lessee of such property could have the vehicle removed under applicable state laws. In no case will a vehicle be removed by the Airport from leased property on the Airport without a written request of the occupant or lessee, except in those cases where a vehicle is a nuisance vehicle or is a junked vehicle which has been ordered removed by the Airport Director pursuant to subsection F(1). The Airport shall require any person requesting the removal of an abandoned, nuisance or junked vehicle from leased property on the Airport to indemnify the Airport against any loss, expense or liability incurred because of the removal, storage, or sale thereof.

M. Protection against criminal or civil liability. Any person who removes a vehicle pursuant to this Section shall not be held liable for damages for the removal of the vehicle to the owner, lienholder or other person legally entitled to the possession of the vehicle removed; however, any person who intentionally or negligently damages a vehicle in the removal of such vehicle, or intentionally or negligently inflicts injury upon any person in the removal of such vehicle, may be held liable for damages.

N. Exceptions. Nothing in this Section shall apply to any vehicle:

(1) Which is in an enclosed building;

(2) Which is on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise; or

(3) Which is in an appropriate storage place or depository maintained in a lawful place and manner by the Airport.

O. Unlawful removal of impounded vehicle. It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Airport any vehicle which has been impounded pursuant to the provisions of this ordinance unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

P. Removal of Certain Vehicles by Airport. To the extent that the procedure for removal of vehicles set forth in this Section is not available for a particular vehicle, the Airport shall be deemed a person who stores motor vehicles in the ordinary course of its business pursuant to an express or implied contract with an owner of the vehicle, pursuant to N.C. GEN. STAT. § 44A-2(d). In such cases, the Airport shall be deemed a lienholder and shall be entitled to enforce its lien on the motor vehicle by sale in accordance with Article 1 of Chapter 44A of the General Statutes.

The following is the "Clean" version showing the sections with the proposed changes:

## SECTION 1 - GENERAL

1.1. DEFINITIONS. In addition to the terms defined elsewhere in these Rules and Regulations, the following terms have the meanings herein as set forth below, unless the context otherwise requires. These definitions shall not supersede any definitions contained in contractual agreements with the Airport Authority or designated representative.

Abandoned or illegally parked aircraft - An abandoned or illegally parked aircraft is an aircraft which:

- (1) Is left on the Airport in violation of a law, rule or regulation prohibiting parking; or
- (2) Is left on Airport property under the control of the Airport Authority for longer than twenty-four (24) hours without permission; or
- (3) Is deemed abandoned or illegally parked by the Airport Director when the aircraft was initially parked in an approved tie down or other authorized parking area with permission of the Airport, but the owner of the Aircraft subsequently becomes delinquent on the payment of tie-down fees to the Airport, or the Airport otherwise withdraws its permission for the aircraft to be parked in such parking area; or
- (4) Is left on Airport property leased by a private party, without the consent of the lessee or occupant thereof, for longer than twenty-four (24) hours.

Abandoned vehicle - An abandoned motor vehicle is a motor vehicle which:

- (1) Is left on the Airport in violation of a law or ordinance prohibiting parking; or
- (2) Is left on Airport property under the control of the Airport Authority for longer than twenty-four (24) hours without permission; or
- (3) Is left on Airport property leased by a private party, without the consent of the lessee or occupant thereof, for longer than twenty-four (24) hours.

\_\_\_\_\_  
Provided, no motor vehicle shall be deemed abandoned until the Board takes action at a regular or special meeting to declare the vehicle abandoned.

AC 90-66B - FAA Advisory Circular AC 90-66B, Non-Towered Airport Flight Operations ("AC 90-66B

2.7. ABANDONED, NUISANCE AND JUNKED VEHICLES:

A. It shall be the intent of this Section 2.7 to promote and enhance the aesthetic appearance of the Airport and to promote tourism and the opportunities for economic development of the Airport. It is further the intent of this Section 2.7 to promote and enhance the attractiveness of the Airport to its users and visitors.

B. Administration. The Airport Director shall be responsible for the administration and enforcement of this Section. The Airport Director may contact the Dare County Sheriff's Office for assistance with the removal and disposition of vehicles determined by the Airport Director to be "abandoned" "nuisance" or "junked vehicles" located on the Airport. The Airport may, on an annual basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles and junked vehicles in compliance with this Section and applicable state laws. Nothing in this Section shall be construed to limit the legal authority or powers of officers of the Sheriff's Office in enforcing other laws or in otherwise carrying out their duties.

C. Abandoned vehicle unlawful; removal authorized.

(1) Upon investigation, the Airport Director may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

(2) It shall be unlawful for the registered owner or person entitled to possession of a vehicle, or for the lessee or occupant of the real property upon which the vehicle is located, to leave or allow the vehicle to remain on the property after it has been declared an abandoned vehicle.

D. Nuisance vehicle unlawful; removal authorized.

(1) Upon investigation, the Airport Director may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

(2) It shall be unlawful for the registered owner or person entitled to possession of a vehicle, or for the lessee or occupant of the real property upon which the vehicle is located, to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

E. Junked vehicle regulated; removal authorized.

(1) Upon investigation, the Airport Director may order the removal of a junked vehicle as defined in this Section after finding in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the apparent owner if any. Such finding shall be based on a balancing of the monetary loss of

the apparent owner against the corresponding gain to the public by promoting or enhancing the appearance of the Airport. The following, among other relevant factors, may be considered:

- (a) Appearance of the Airport;
- (b) Promotion of tourism and other economic development opportunities;
- (c) Indirect protection of public health and safety;
- (d) Preservation of the character and integrity of the Airport; or
- (e) Promotion of the comfort, safety, happiness and emotional stability of Airport users and visitors.

Provided, however, no vehicle that is used on a regular basis for business or personal use shall be removed or disposed of pursuant to this subsection (1).

(2) It shall be unlawful for the registered owner or person entitled to the possession of a junked vehicle, or for the lessee or occupant of the real property upon which a junked vehicle is located to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

F. Removal of abandoned, nuisance or junked vehicles; pre-towing notice requirements; appeals.

(1) Except as set forth in subsection H below, an abandoned, nuisance or junked vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle.

(a) In the case of a nuisance vehicle or a junked vehicle, if the names and mailing addresses of the registered owner or person entitled to the possession of the vehicle, or the lessee or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class mail. Reasonable diligence shall include notification to the registered owner of the vehicle at his last known address according to the latest registration certificate or certificate of title on file with the North Carolina Division of Motor Vehicles; notice to the lessee or occupant as contained in the records of the Airport. The Airport Director shall retain a written record to show the name(s) and address(es) to which mailed, and the date mailed.

(b) If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the Airport Authority on a



specific date (no sooner than seven (7) days after the notice is affixed). The notice shall state that the vehicle will be removed by the Airport Authority on specified date, no sooner than seven (7) days after the notice is affixed or mailed, unless the vehicle is moved by the owner or legal possessor prior to that time.

(2) Appeals. The registered owner or person entitled to possessing a vehicle which has been determined to be an abandoned vehicle, nuisance vehicle or junked vehicle who has received a notice pursuant to Section G(1) that the vehicle will be removed may appeal the determination. In the case of notice for removal of a junked vehicle where the determination has been made that the aesthetic benefits of removing the vehicle outweigh the burdens on the apparent owner, in accordance with Section F(1), the registered owner or person entitled to possession of the junked vehicle may appeal that determination. Any appeal shall be made within ten (10) days upon receipt of the notice for removal of the vehicle as provided in Section G(1). All appeals shall be made to the Airport Authority in writing. Appeals held pursuant to this section shall be conducted by the Airport Authority within forty-five (45) days after the receipt of a request for a hearing, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

G. Exceptions to the prior notice requirement.

Circumstances justifying the removal of vehicles without prior notice include:

(1) *Vehicles abandoned on certain areas of the Airport.* For vehicles left on certain areas of the Airport, the Airport Director may determine that immediate removal of such vehicles may be warranted when they are:

- a. Obstructing traffic or aircraft operations;
- b. Parking in violation of a rule or regulation prohibiting or restricting parking;
- c. Parking in a no-stopping or standing zone;
- d. Parking in a restricted area, runway area or taxiway area of the Airport;
- e. Parking in loading zones;
- f. Parking in public transportation or taxi zones; or
- g. Parking in violation of temporary parking restrictions imposed by the Airport Authority.

(2) *Nuisance vehicles and abandoned vehicles on leased property.* These vehicles may be removed without giving prior notice in those circumstances where the Airport Director finds a special need for prompt action to protect and maintain the public health, safety and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to public or restricted areas of the Airport, vehicles parked in such a location or manner as to pose a traffic or aircraft hazard, or vehicles causing damage to the Airport.

H. Removal of vehicles; post-towing notice requirements.

(1) Any abandoned, nuisance or junked vehicle which has been ordered removed may, as directed by the Airport Director, be removed to a storage garage or area by the tow truck operator or towing business contracting to perform such services for the Airport. Whenever such a vehicle is removed, the Airport Director shall immediately notify the last known registered owner of the vehicle, such notice to include the following:

- (a) The description of the removed vehicle;
- (b) The location where the vehicle is stored;
- (c) The violation with which the owner is charged, if any;
- (d) The procedure the owner must follow to redeem the vehicle; and
- (e) The procedure the owner must follow to request a probable cause hearing on the removal.

(2) The Airport Director shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, including the information set forth in subsections (1)(a) through (e) above, shall also be mailed to the registered owner's last known address, unless the notice is waived in writing by the vehicle owner or his agent.

(3) If the vehicle is registered in North Carolina, notice shall be given within twenty-four (24) hours. If the vehicle is not registered in the state, notice shall be given to the registered owner within seventy-two (72) hours of the removal of the vehicle.

(4) Whenever an abandoned, nuisance or junked vehicle is removed and such vehicle has no valid registration or registration plates, the Airport Director shall make reasonable efforts, including checking the vehicle identification number to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsections (1)(a) through (e) above.

I. Right to probable cause hearing before sale or final disposition of vehicle. After the removal of an abandoned vehicle, nuisance vehicle or junked vehicle, the owner or any other person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in accordance with the provisions of Article 7A of Chapter 20 of the General Statutes of North Carolina, as amended.

J. Redemption of vehicle during proceedings. At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fee, including any storage charges, or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this Section.

K. Sale and disposition of unclaimed vehicle. Any abandoned, nuisance or junked vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such vehicle shall be carried out in accordance with Article 1 of Chapter 44A of the General Statutes of North Carolina.

L. Conditions on removal of vehicles from leased property on the Airport. Except as provided in subsection F(1), as a general policy, the Airport will not remove a vehicle from leased property on the Airport if the occupant or lessee of such property could have the vehicle removed under applicable state laws. In no case will a vehicle be removed by the Airport from leased property on the Airport without a written request of the occupant or lessee, except in those cases where a vehicle is a nuisance vehicle or is a junked vehicle which has been ordered removed by the Airport Director pursuant to subsection F(1). The Airport shall require any person requesting the removal of an abandoned, nuisance or junked vehicle from leased property on the Airport to indemnify the Airport against any loss, expense or liability incurred because of the removal, storage, or sale thereof.

M. Protection against criminal or civil liability. Any person who removes a vehicle pursuant to this Section shall not be held liable for damages for the removal of the vehicle to the owner, lienholder or other person legally entitled to the possession of the vehicle removed; however, any person who intentionally or negligently damages a vehicle in the removal of such vehicle, or intentionally or negligently inflicts injury upon any person in the removal of such vehicle, may be held liable for damages.

N. Exceptions. Nothing in this Section shall apply to any vehicle:

(1) Which is in an enclosed building;

(2) Which is on the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the enterprise; or

d. All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR's performance of this CONTRACT shall be the CONTRACTOR's responsibility except as expressly provided otherwise in this CONTRACT.

9. INSURANCE AND INDEMNITY

a. The CONTRACTOR shall indemnify and save harmless the DCAA, 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 DCAA or which the DCAA 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 CONTRACTOR's obligations under the terms of this CONTRACT.

b. The DCAA shall indemnify and save harmless the CONTRACTOR, 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 CONTRACTOR or which the CONTRACTOR 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 the DCAA's obligations under the terms of this CONTRACT.

c. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, obtain, maintain, and keep in full force and effect during the CONTRACT TERM, commercial general liability insurance (without deductible) in a form approved in the State of North Carolina (including broad form property damage coverages). The limits of liability shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The DCAA, its officers, directors, and employees, and the employees of Dare County, shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Contract. CONTRACTOR shall provide the DCAA with evidence of such insurance at least five (5) business days before the commencement date of the term of this CONTRACT.

d. The CONTRACTOR shall be fully responsible to the DCAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by CONTRACTOR.

e. 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.

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

g. The CONTRACTOR upon request by the DCAA shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the DCAA verifying the existence of any insurance coverage required by the

Initials:  \_\_\_\_\_  
DCAA Contractor

(3) Which is in an appropriate storage place or depository maintained in a lawful place and manner by the Airport.

O. Unlawful removal of impounded vehicle. It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Airport any vehicle which has been impounded pursuant to the provisions of this ordinance unless and until all towing and impoundment fees which are due, or bond in lieu of such fees, have been paid.

\_\_\_\_P. Removal of Certain Vehicles by Airport. To the extent that the procedure for removal of vehicles set forth in this Section is not available for a particular vehicle, the Airport shall be deemed a person who stores motor vehicles in the ordinary course of its business pursuant to an express or implied contract with an owner of the vehicle, pursuant to N.C. GEN. STAT. § 44A-2(d). In such cases, the Airport shall be deemed a lienholder and shall be entitled to enforce its lien on the motor vehicle by sale in accordance with Article 1 of Chapter 44A of the General Statutes.

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

\_\_\_\_\_  
Finance Officer

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # \_\_\_\_\_  
(Air Traffic Control Services for  
September 22-24 2023 Event)

THIS CONTRACT (this "CONTRACT") is made and entered into as of the EFFECTIVE DATE (as defined below), by and between the DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, PO Box 429, Manteo, NC 27954 (hereinafter referred to as the "DCAA"), party of the first part and AIR BOSS, INC., a North Carolina corporation, SS/EID# 20-1776507, 220 Seven Oaks Landing, Belmont, NC 28012 (hereinafter referred to as "CONTRACTOR"), party of the second part (jointly, the "Parties").

1. SERVICES TO BE PROVIDED. The services and/or material to be furnished at the Dare County Regional Airport, Manteo, NC (the "AIRPORT") under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

a. CONTRACTOR shall provide VHF radios/antennas along with discrete frequencies issued by the FAA/FCC if needed.

b. CONTRACTOR shall provide two (2) certified professional Air Traffic Controllers within the HOURS OF OPERATION, working on a split shift. Two controllers will work at the same time during periods of peak air traffic, as determined by the CONTRACTOR after consultation with the AIRPORT Director, for the entire term of this CONTRACT. At all other times during the HOURS OF OPERATION, CONTRACTOR shall provide one (1) certified professional Air Traffic Controller for the entire term of this CONTRACT.

c. CONTRACTOR shall provide tower controller services and coordination with FAA facilities to ensure the smoothest flow of air traffic and coordination of aircraft operations into and out of the AIRPORT during the HOURS OF OPERATION.

d. CONTRACTOR's days and hours of operation at the AIRPORT during the term of this CONTRACT shall be 8:00 AM ET to 6:30 PM ET each calendar day of the CONTRACT TERM (the "HOURS OF OPERATION").

e. CONTRACTOR shall maintain for the DCAA a daily record of the number of aircraft operations at the AIRPORT during the HOURS OF OPERATION.

Initials: DA \_\_\_\_\_  
DCAA Contractor



2. AGREED CHARGES.

a. DCAA shall pay CONTRACTOR the following amounts (the "CONTRACT PRICE") for SERVICES rendered under this CONTRACT on a fiscal year basis. All SERVICES may be altered with an amendment to this CONTRACT approved by the DCAA and CONTRACTOR.

b. Total cost of the SERVICES shall be \$7,200.00, payable in installments as follows:

Payment due on the Effective Date of this CONTRACT (25%):	\$1,800.00
Payment due on September 1, 2023 (75%):	\$5,400.00
TOTAL:	\$7,200.00

c. The DCAA may prepay any or all of the CONTACT PRICE in full or in part at any time without penalty.

3. TIME PERIOD FOR SERVICES; AVAILABILITY OF FUNDS.

a. CONTRACTOR shall provide the SERVICES to the DCAA beginning at 8:00 AM ET on Friday, September 22, 2023 (the "START DATE") and end on Sunday, September 24, 2023 at 6:30 PM ET (the "END DATE") (collectively the "CONTRACT TERM").

b. Notwithstanding anything in this CONTRACT to the contrary, this CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONTRACTOR. The DCAA agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. Unless otherwise specified by a schedule developed by CONTRACTOR and DCAA prior to each payment due date, the CONTRACTOR shall submit an invoice to the DCAA before each due date for payment under this CONTRACT. Payment will be processed promptly upon receipt and approval by the DCAA of the invoice.

5. DCAA's RESPONSIBILITIES. The DCAA shall have the following responsibilities under this CONTRACT:

a. The DCAA shall provide one (1) computer line/WiFi with passcode.

b. The DCAA shall provide one (1) outside landline telephone line for communication.

c. The DCAA shall provide a remote AWOS display located in the Air Traffic Control Tower.

Initials:  \_\_\_\_\_  
DCAA Contractor



DCAA. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

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

11. 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 DCAA, and the CONTRACTOR may be declared ineligible for further DCAA contracts.

12. TAXPAYER IDENTIFICATION NUMBER. If requested, CONTRACTOR shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the DCAA within five (5) business days after receipt of the DCAA's request.

13. DISCLOSURE BY CONTRACTOR. CONTRACTOR represents and warrants that CONTRACTOR has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the DCAA in connection with this CONTRACT.

14. 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 in Dare County, North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

15. OTHER PROVISIONS. If applicable, this CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

16. CONTRACT DOCUMENTS/AMENDMENTS.

a. This CONTRACT, together with any purchase order and any attached CONTRACTOR proposals or exhibits, 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.

Initials:  \_\_\_\_\_  
DCAA Contractor

17. EFFECTIVE DATE. The "Effective Date" of this CONTRACT is the date that (1) the last one of CONTRACTOR and the DCAA has signed this CONTRACT, and (2) such signing or initialing is communicated to the other party as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this CONTRACT are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initial lines shall not be a condition of the effectiveness of this CONTRACT.

18. ATTACHMENTS. The following documents are attached to and made a part of this CONTRACT: NONE.

(continued on the following page)

Initials:


  
DCAA

\_\_\_\_\_  
Contractor

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY:   
Stacy Ambrose, Airport Director

Date: Aug 17, 2023

CONTRACTOR:

AIR BOSS, INC.

BY: \_\_\_\_\_  
George E. Cline, President

Date: \_\_\_\_\_, 2023

Initials:

  
DCAA

\_\_\_\_\_  
Contractor

**Talbert & Bright Engineers Update**

**August 16, 2023**

**Airport Layout Plan**

Based on comments received from the airport authority, the final facility requirements and alternatives chapters were completed and submitted to the airport and NCDOA for review in late July. TBI is currently 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 will be submitted to the airport and NCDOA for review and comment prior to finalizing the documents for bidding.

**Runway 23 Approach Land Acquisition**

A letter and supporting documentation have been prepared and coordinated between TBI, Stacy Ambrose and Robert Hobbs to send to NCDOT Division of Aviation requesting their concurrence in an Administrative Settlement for the properties at 1099 and 1115 Driftwood Drive.

**Airfield Lighting System Rehabilitation, PAPI, Generator and Apron Lighting**

NCDOT has indicated that they are considering this project to receive State Grant funding at the September board of transportation meeting.

## Scheduling

Work can begin one week following the receipt of the notice to proceed (NTP).

Projected Timeline									
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9
Task 1	Background Research								Submit Due-Diligence Documentation
Task 2	Remote Sensing Investigations								
Task 3	Cemetery Field Investigation								
Task 4					Legal Notice – 4 weeks				
Task 5					Notification Letters to Next of Kin				
Task 6					Report of Investigations				
Task 7									

## Cost Estimate and Assumptions

Task 1	Background Research - Genealogy and Deed	\$3,000.00
Task 2	Remote Sensing Investigations - GPR Survey	\$6,121.00
Task 3	Cemetery Field Investigations - Probing, Photography, and GIS Mapping	\$2,500.00
Task 4	Report of Investigations	\$3,500.00
Task 5	Legal Advertisement of Proposed Grave Relocation	\$500.00
Task 6	Notification Letters to Next of Kin (closest living blood relatives)	\$105.00
Task 7	Prepare and Submit Due-Diligence Documentation	\$700.00
	Total	\$15,545.00

1. No more than 8 hours of consultation to assist with acquiring approval for the proposed grave relocation.
2. No more than 70 notification letters to next of kin.
3. If ground-penetrating radar identifies unmarked burials more than 30 feet from the fenced portion of the cemetery then additional costs will be incurred.

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