Regular Meeting to order

Glenn Burns called the Regular Meeting to order at 5:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Michael Kaper, Bill McNeer, Jon Kochis, Scott Richardson, Bill Fagan, and Tom Brennan.

Also present was Staci Knisley, Al Moyer, Ian Coil, and Pat Rooney.

Welcome new Board Member, Tom Brennan

Dr. Burns welcomed Mr. Brennan to the Board.

Mr. Brennan introduced himself to the Board. He spoke about his work experience and family.

Election of Officers

Dr. Burns stated that nominations are open for the Board.

Bill McNeer made a motion to nominate Dr. Glenn Burns as President and Michael Kaper as Vice President of the Airport Authority Board. Bill Fagan seconded his motion.

Discussion: Dr. Burns stated that he will accept the position but welcomes anyone else to serve as President.

Bill McNeer motioned to close the nominations. Jon Kochis seconded the motion.

Voting aye thereon: McNeer, Fagan, Burns, Richardson, Kochis, Kaper, and Brennan. Motions passed.

Committees

The Board reviewed the Committees. Mr. Brennan agreed to be on the Airport Improvement Committee with Jon Kochis and to be on the Web Committee with Bill McNeer.

Dr. Burns stated that Paul Jassogne, with the local television program, likes to meet with someone from the Airport Board yearly. He films a brief video for the local television station.

Ms. Knisley asked the Board to update their contact info. She will update the information and will use it for internal purposes only.

Opportunity for the Public to Address the Board

None.

Approval of the Minutes for the December 12, 2022, Meeting

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the December 12, 2002, meeting.

Voting aye thereon: Kochis, Kaper, Burns, Fagan, Richardson, Brennan, and Fagan Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Kochis thanked HAS for helping with the replacement lighting project.

Mr. Rooney reported that there are 12 more replacements of bulbs to go.

Mr. Kaper gave Mr. Brennan some history of what HAS does for the Airport such as mowing and snow removal per their contract, maintain county equipment, and other projects.

Mr. Moyer reported that the new snow spreader worked well during the first winter storm in December.

<u>Fixed Base Operator (FBO)/Airport Management update with Sundowner Aviation – Monthly</u> Board Report

a. Monthly Report

Mr. Rooney presented their monthly report for the Board to review; see attached to minutes. He reported that there are 2 hangars that will be filled later this month.

Mr. Kochis reported that the gate repair technician took an extended position. Once he returns, he will install the motor.

Mr. Rooney reported they will be renting a lift for \$160 a day to finish the lighting project.

Mr. Rooney reported that the P17 hangar has a leak. They are working on getting that repaired.

Mr. Kochis recommended that Eversole Builders be contacted for the repair. They have repaired leaks in the hangars in the past.

Mr. Rooney introduced Ian Coil to the Board. He is part of the FBO staff.

b. Hangar Use Discussion

- Mr. Rooney reported that the tenant in Hangar Q5 has half of an aircraft in the hangar.
- Mr. Rooney inspected the hangar. The boat that was stored in Q5 has been removed.
- Mr. Rooney reported that the tenant in Hangar Q4 has aircraft parts and has faucets and other maintenance items in his hangar. The tenant also has Hangar P1 with an aircraft. Mr. Rooney asked the Board for advice on how to proceed with Q4.
- Mr. Rooney also reported that Jim Downard in Hangar O2 has an aircraft that is in parts currently. He has always had an aircraft stored in the hangar. He has been a tenant for a long time. There are also a few other hangars that have aircrafts that are being rebuilt.
- Mr. McNeer reviewed with the Board FAA standards for storing usage in hangars. He also reviewed the section of the lease related to storage in the hangar.
- Mr. Kochis recommended that a letter from the Board be sent to tenants reminding them of what they can store in their hangars. He will give information related to the FAA standards to the Prosecutor's Office to draw up a letter.
- Mr. Rooney asked that he be copied on the letter.
- Mr. Brennan asked about the square footage and pricing per hangar.
- Mr. Kochis reported that CMT, engineer for the Airport, has completed a study related to comparable Airport hangar pricing that will be presented to the Board of Commissioners on January 24. This is part of the Master Plan.

Standing Committee Updates:

Airport Improvement - Jon Kochis & Tom Brennan

a. Draft ALP Plan

Mr. Kochis reviewed the draft Airport Layout Plan (ALP); see attached to minutes.

The draft ALP will go to the FAA in Detroit for their approval. The ALP includes the list of obstructions (trees) that need addressed. He is meeting with a vendor this week to address the

east obstructions. There are 3 properties that are affected. One of the properties has an easement, the other 2 property owners are on board for the obstruction removal. There are about 100 trees to be removed.

Mr. Kochis reported that he and Mr. Kaper are not getting responses from the property owners that are on the west side obstruction.

Mr. Kaper reported that one property owner passed away last year. He has contacted the new owner, the son. He is not getting a response.

Mr. Kochis reported that he approached the FAA about transitioning the funding to another obstruction removal project. They said that we would have to reapply.

Mr. Kochis continued to review the draft ALP. He asked the Board to give it a final review and let him know if there are any recommendations. He will be sending the draft ALP this week.

b. Engineer's Summary Report - Crawford Murphy Tilly, Inc. (CMT)

The Board reviewed the Engineer's Summary report; see attached to minutes.

Taxiway B rehab – rebid for RFP

Mr. Kochis reviewed with the Board the bid dates for the rebid. The bid opening will be on February 3, 2023. The project will be rebid due to the price escalation by the contractor during the contract phase. No contract was approved.

Improve Airfield Drainage project

Mr. Kochis reported that the project will be started in February.

Mr. Rooney asked how long the runway would be closed.

Mr. Kochis reported that he has not received a timeline yet but expects it will be closed for 6-8 weeks. He recommended that a Notice to Airmen (NOTAM) be issued related to a displaced threshold.

Swat Storage Building

Mr. Kochis reported that the Fairfield County Swat Storage Building project should be completed by January 31.

Business Plan Items Analysis

Mr. Kochis recommended the Board work on our brand or a new logo for our buildings.

Mr. Brennan recommended that Ohio University's Flight/Aviation program be tasked with designing a logo.

East T-hangars pavement rehabilitation

Mr. Kochis reported that this project will be publicly bid in March. The project will be locally funded by the Board of Commissioners.

c. Storm Water System Repair

Mr. Kochis reviewed the Quarterly Stormwater Report completed by Fairfield County Soil & Water; see report attached to minutes. He recommended that we need to reinforce storing waste properly.

Mr. Kochis reported that Fairfield County Soil & Water will do our weed application in 2023. They do not have the manpower to manage this in the future. 2023 will be their last year doing our weed application. We will have to publicly bid this out in the future. The application process includes spraying waterways, the fence line, and pavement. You have to have an herbicide license to spray waterways.

d. Obstruction Removal Project

Mr. Kochis reported that this was discussed earlier. Nothing further to discuss.

e. Master Plan Hangar Build

Mr. Kochis reported that he has scheduled time on the Board of Commissioners Agenda in January 24. He encouraged the other Board Members to attend.

f. FAA Contract Provisions Guide update

Mr. Kochis asked the Board to review the updates.

Community Relations - Michael Kaper

Mr. Kaper suggests stepping up the efforts with getting property owners to agree on the obstruction removal projects by engaging the county prosecutor's advice.

Facilities and Grounds - Bill Fagan & Michael Kaper

Mr. Fagan recommended that the Board plan on painting more hangars this year. He will contact Scott Russell who painted last year and get some estimates.

Fixed Base Operator (FBO) Liaison - Scott Richardson

Nothing new to report.

Finance - Glenn Burns & Staci Knisley

a. Financial Reports

The Board reviewed the following financial reports:

- Revenue/Expense Summary
- Cash Projection
- Purchase Order list
- Smart Card fuel report
- Utility cost report

There were no discussions or questions from the board.

b. Payment of Bills

Approval for payment of bills totaling \$ 2,994.87.

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$ 2,994.87; see invoice summary attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, McNeer, Richardson, Fagan, and Brennan Motion passed.

Motion to approve retroactively December payment of invoices totaling \$84,998.79.

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board motioned to approve retroactively December invoices totaling \$84,998.79; see attached to minutes.

Discussion: Mr. Kochis explained that the Airport has monthly invoices that are reoccurring along with other invoices approved through the FBO and other Board members.

Voting aye thereon: Kochis, Fagan, Burns, Kaper, Richardson, McNeer, and Brennan Motion passed.

Security & Safety - Jon Kochis & Bill McNeer

Mr. Kochis reported that the Sheriff's SWAT should be onsite January 31st. Their building should be completed.

Tenant Relations - Glenn Burns & Bill Fagan

The board reviewed the following reports:

- a. Rent Status Spreadsheet
- Hangar Waiting List
- c. Hangar G9 vacating at the end of January.

d. Hangar J Lease Agreement

Mr. Kochis reported that there is a 6 % increase in the agreement. The 3% increase was missed in 2022. They are still responsible for their utilities. There is a clerical error that will need initialed in the lease.

Approval of Hangar J Lease agreement with Fairfield Aircraft Services, LLC

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the Hangar J lease agreement with Fairfield Aircraft Services, LLC; see attached to minutes.

Voting aye thereon: Kochis, McNeer, Burns, Fagan, Richardson, Brennan, and Kaper Motion passed.

Web - Bill McNeer & Tom Brennan

Mr. McNeer reviewed the website with the Board.

Ms. Knisley will update the Airport partners link to add Aircraft Maintenance, LLC for aircraft maintenance.

Mr. Kochis recommended hyperlinks be added to Airport Partners. It would be like an advertisement page.

Mr. Brennan discussed how Avionics was a small section of a hangar at Port Columbus. He asked if any revenue was generated to the Airport for their business.

Mr. Kochis answered no. They pay their monthly lease amount and pay for their utilities.

Mr. Kochis reported that on the Airport, we have painting companies, three (3) aircraft maintenance repair companies, and one of Fairfield Aircraft Services employee is almost completed with getting his Avionics License.

Mr. Brennan asked how the Airport revenue was generated.

Mr. Kochis reported that fuel and hangar rent was our top revenues however the fuel revenue barely offsets the fuel expense.

Old Business

a. Potential Air Show hosted by Steve Clapper

Mr. Richardson reported that he spoke with Steve Clapper. He is waiting on the IRS to approve his non-profit status. He has pushed back his event to 2024 due to the uncertainty of the pipeline project in 2023.

Mr. Kaper added that the top inquiry for community relations is, when will the Airport host an airshow.

Hangar Rental fee research

Nothing new to report.

c. Annual Renewal for Lease Agreements

Mr. Kochis reported that this is still under consideration with the County Prosecutor's Office.

d. Removal of the bridge on the creek behind hangar R

Mr. Kochis reported that Rock River Construction has not been able to arrive on the airport and has not removed the bridge. Mr. Brandon Foster with HAS is interested and will give an estimate to remove it. The estimate should be under \$2,500 which allows him to approve the estimate himself rather than presenting to the Board for approval.

New Business

Mr. Kochis reported that he met with Kirkbride ownership today. They are property owners south of the Airport. They are thinking about parceling off or selling part of their property. He gathered facts and will report the information to the Board of Commissioners.

Mr. Kaper reported that Kirkbride was approved for \$110,000 grant to do a study to additional testing on the ground for contamination.

Dr. Burns reported that the only time we use that piece of property is for events hosted at the Airport such as an Airshow or Anniversary event.

Mr. Kochis reported that in the ACIP there is an easement that is necessary on their property if the Board decides on constructing a new entrance to the Airport. The Board of Commissioners must decide on whether to purchase.

Informational

a. Blue Campaign

Mr. McNeer reported that today is Law Enforcement Day. January is human trafficking month. They are encouraging people to wear blue on Wednesday.

Calendar of upcoming events and other important dates

The Board reviewed the following calendar of dates:

- a. FAA lease for space expires 9/30/2022
 - Mr. Kochis reported that there is no update from the FAA as of today. This is the closet space they rent from the Board for \$500 annually.
- **b.** Hangar J Lease agreement expires 12/31/22 *Approved today.*
- c. EAA lease renewal with the Board of Commissioners expiration date of 2/28/23
- **d.** OTTER/UST renewal expires 6/30/23
- e. Petroleum Underground Tank UST Certificate of Coverage expires 6/30/23
- f. CMT Master agreement expires 9/9/2023 (option to extend one (1) more year)
- g. Blue Lightning Initiative report due annually within 30 days of 9/30/23
- h. Noxious Weed Control Agreement with Douglas Majors expires 12/31/23
- i. HAS mowing and snow removal contract expires on 9/30/2024
- i. FBO Agreement expires 12/31/2024
- k. Insurance Agreement expires 12/31/2025
- 1. Legal services agreement with County Prosecutor expires 12/31/2025
- m. Lease agreement with Board of Commissioners to operate facilities 10/25/2027

Adjournment

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 6:32 p.m.

Next Regular Meeting is Monday, February 13, 2023, at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Meeting minutes for the January 9, 2023 meeting were approved on February 13, 2023

Glenn Burns

Bill Fagan

Tom Brennan

Fairfield County Airport Authority Board Meeting 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Minutes for January, 9, 2023

Jon Kochis

Michael Kaper

William McNeer

Scott Richardson

INCIDENTS	FAA	COMMENTS	PUBLIC		ISSUES	HANGAR	# OPERATIONS	JET A	FUEL SALES	100LL	FUEL SALES		OVERNIGHT	NEW LEASES	OCCUPANCY	R HANGAR	
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	none		none			R3,R5,P20	2500	\$ 8,496.12	1854	\$ 13,054.00	2504.00		0	0	0	6of6	
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	none		none			none	2800	\$ 10,315.45	1884.1	\$ 30,798.72	4723.04		0	з		6of 6	
	none		none			none	2900	\$6,978.99	1274.7	\$38,745.27	7045.29		0	3		6of 6	
	none		none			switch	3200	14097.84	2384.3	36953.34	4640.69		0	0		6of 6	
	none		none			none	3700	20571.44	3702.92	37909.01	5411.16		0	0		6 of 6	
	none		none			Gate	3956	15916.67	2784	36902.22	5612.03		0	2		6 of 6	
	none		none			gate	4500	\$ 13,712.98	2664.3	\$ 41,791.20	6768.46		0	0		99	
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								\$ 148,48	2814	\$ 350,90	56009	Totals					

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Chapter Five

Implementation Plan

5.1 Introduction

Chapter Four, Alternatives presented the recommended development program resulting from this Master Plan Update for the Fairfield County Airport (LHQ). The purpose of this chapter, Implementation Plan, is to provide a summary of the overall development program and recommended improvements at the Airport resulting from this study, in three phases throughout the 20-year planning period. Presented herein are order of magnitude assessments of the anticipated costs associated with the proposed projects as well as an identification of the potential sources of funding for each project. This analysis resulted in the development of a Financial Implementation Plan consisting of the following components:

- Complete project list with cost estimates for each project
- Project phasing based on the expected timing of each based on projected demand for Planning Activity Levels (PALs)
- Allocation of projects to potential sources of funding

It is assumed that projects will be initiated as demand requires and funds become available.

5.2 Implementation & Capital Improvement Plan

The following section presents a description of the long-term physical development program for LHQ presented in this Master Plan Update. The facility improvements identified in the previous chapters, as being necessary over the 20-year planning period to accommodate aviation demand, will be added to the Capital Improvement Plan (CIP). The following implementation plan has been developed using 2022 dollars. Implementation of individual projects within their specific development years may require adjustments for inflation and specific funding resources that are available at the time.

5.2.1 CIP and Schedule

The long-term physical development program for the Airport has been separated into three planning phases, short-term (0-5 years), medium-term (6-10 years) and long-term (11-20 years). All projects are considered to be demand driven which allows for the implementation of the individual projects to be accelerated or deferred as demand occurs at the Airport. As demand approaches the need for these improvements, it is recommended that a reevaluation be conducted to the most appropriate improvement and a more specific timeframe for implementation. However, for the purposes of this analysis, demand is assumed to occur as projected in Chapter 2, Forecast of Aviation Demand.

SHORT TERM CIP (PAL 1)

The focus of the Short-erm (PAL 1) CIP will be to demolish nonconforming pavement on the airfield, constructing new hangars to meet expected demand, and an enabling project on the north side of the airfield. Total development costs for projects identified in the Short-Term CIP estimated to be approximately \$7.56 million. Table 5.2-1, Short-Term CIP Project Table, presents a listing of the projects identified in the Short-Term CIP with total project costs. Exhibit 5.2-1, Short-Term CIP Project Map, identifies the location of each project.

In addition to the projects identified by previous chapters of this Master Plan Update, the following projects identified by existing studies have been carried forward for inclusion into this Short-Term CIP:

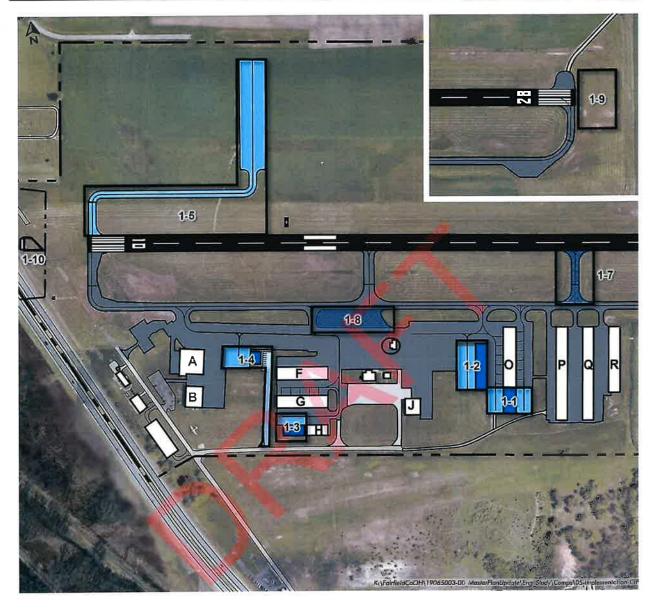
<u>Land Acquisition/Easement Reimbursement (1-6)</u>: In recent years, the land west of Highway 33 (within the RPZ) has become an increasing concern regarding compatible land use, and potential obstacle mitigation access (trees). The purchase of this property in fee will allow unencumbered access for the mitigation of obstacles and prevent future development along this corridor.

Runway 28 RSA Improvements (1-9): As part of a previous design and implementation effort, Election House Road was shifted outside of the Runway 28 RPZ. Additional grading is required to bring the RSA into compliance with respect to acceptable ground slope tolerances which will also require utility relocation in this area.

Table 5.2-1 – Short-Term CIP Project Table

#	PROJECT TITLE	DESCRIPTION	COST
1-1	T-Hangar Development	Development of 4 T-hangar unit and associated apron pavement	\$1,028,000
1-2	T-Hangar Development	Development of 10 T-hangar unit and associated apron pavement	\$1,371,000
1-3	Corporate Hangar Development	Development of 1 corporate hangar and associated apron pavement	\$822,000
1-4	Box Hangar Development	Development of 1 box hangar, associated apron and landside pavement	\$1,014,000
1-5	North Development Enabling project	Development of taxiway connector and apron pavement as an enabling project for further north side development. This project line includes the environmental assessment, design, and construction.	\$2,586,000
1-6	Land Acquisition/Easement Reimbursement	Reimbursement of costs for land acquisition and easement purchases	\$250,000
1-7	Taxiway Connector Demolition	Demolition of unnamed taxiway connector due to safety issue of direct access from apron area to runway	\$170,000
1-8	Wide Expanse of Pavement Demolition	Demolition of pavement causing safety issue of wide expanse of pavement	\$69,000
1-9	Runway 28 RSA Improvements	Grading and utility relocation in the Runway 28 RSA	\$250,000
1-10	Runway 10 RSA Improvements	Grading in the Runway 10 RSA	\$50,000
		TOTAL	\$7,610,000

Exhibit 5.2-1 – Short-Term CIP Project Map



Note: Project 1-6 not shown on project map since it is a placeholder for potential reimbursement of land and easements not yet identified.

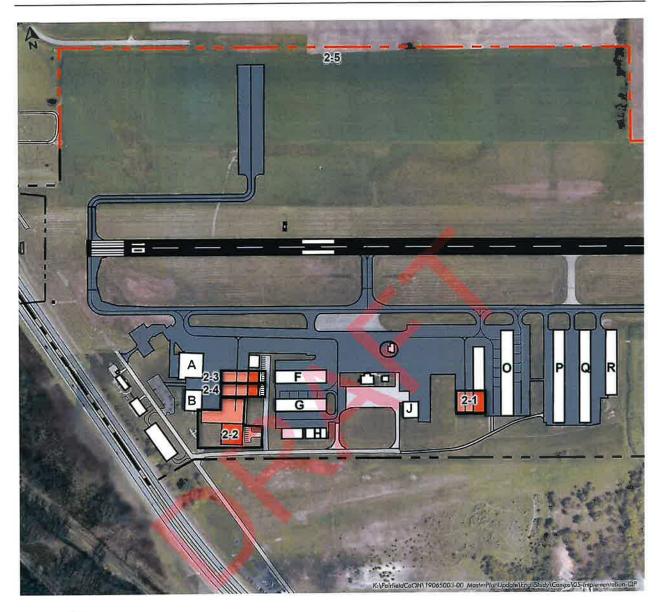
MEDIUM-TERM CIP (PAL 2)

The focus of the Medium-Term (PAL 2) CIP is the continued implementation of a mix of additional aircraft hangars as well as expansion of the wildlife perimeter fence around the Airport. Total development costs for projects identified in the medium-term CIP are estimated to be approximately \$3.4 million. Table 5.2-2, Medium-Term CIP Project Table, presents a listing of the projects identified in the Medium-Term CIP with total project costs. Exhibit 5.2-2, Medium-Term CIP Project Map, identifies the location of each project. In addition to the projects identified by previous chapters of this Master Plan Update, the following projects identified by previous studies have been carried forward for inclusion into this Medium-Term CIP.

Table 5.2-2 - Medium-Term CIP Project Table

#	PROJECT TITLE	DESCRIPTION	COST
2-1	T-Hangar Development	Development of 4 T-hangar unit and associated apron pavement	\$760,000
2-2	Corporate Hangar Development	Development of 1 corporate hangar and associated apron pavement	\$1,013,000
2-3	Box Hangar Development – Phase 1	Development of 1 box hangar, associated apron and landside pavement	\$487,000
2-4	Box Hangar Development – Phase 2	Development of 1 box hangar, associated apron and landside pavement	\$487,000
2-5	Partial Perimeter Wildlife Fencing — Phase 1	Partial wildlife fence to fully enclose airfield	\$611,000
	al.	TOTAL	\$3,358,000

Exhibit 5.2-2 – Medium-Term CIP Project Map



LONG-TERM CIP (PALS 3 & 4)

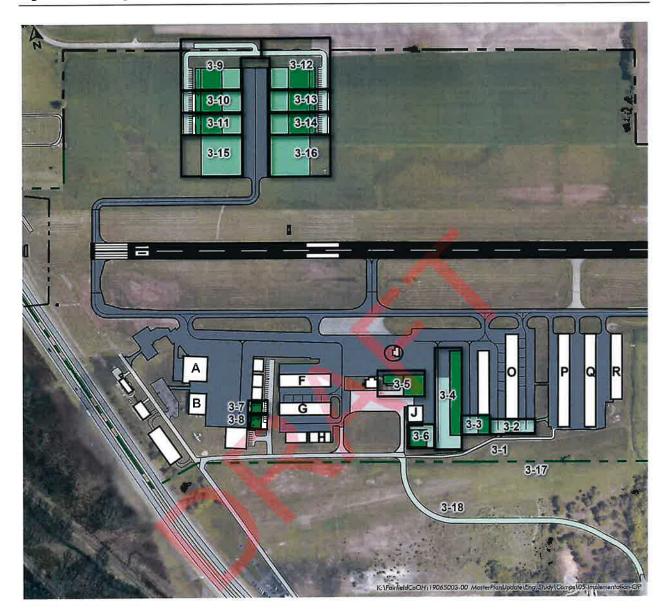
The Long-Term CIP is intended to be a list of projects LHQ would hope to accomplish as the airport develops and as demand for certain buildouts occurs. This project list primarily includes the development of additional aircraft hangars and related infrastructure, but also includes roadway improvements and the completion of the wildlife perimeter fence. Total development costs for projects identified in the Long-Term CIP are estimated to be approximately \$21.4 million. Table 5.2-3, Long-Term CIP Project Table, presents a listing of the projects listed in the Long-Term CIP with total project costs. Exhibit 5.2-3, Long-Term CIP Project Map, identifies the location of each project. In addition to the projects identified by previous chapters of this Master Plan Update, the following projects identified by previous studies have been carried forward for inclusion into this Medium-Term CIP.



Table 5.2-3: Long-Term and Demand Driven CIP Project Table

#	PROJECT TITLE	DESCRIPTION	COST
3-1	Road Realignment	Realignment of airport perimeter road as an enabling project for PAL 3 T-hangar expansions	\$180,000
3-2	T-Hangar Development – Phase 1	Development of 2 T-hangar unit and associated apron pavement	\$584,000
3-3	T-Hangar Development – Phase 2	Development of 4 T-hangar unit and associated apron pavement	\$761,000
3-4	T-Hangar Development – Phase 3	Development of 18 T-hangar unit and associated apron pavement	\$2,586,000
3-5	New Terminal & Community Hangar Development	Development of a new terminal facility and attached community hangar for itinerant airport users. Additionally includes demolition of existing outdoor structure as an enabling project.	\$3,286,000
3-6	Aircraft Maintenance Expansion	Development of a corporate-sized hangar and associated pavement to provide for growth of aircraft maintenance operations	\$1,304,000
3-7	Box Hangar Development - Phase 1	Development of 1 box hangar and associated landside pavement	\$407,000
3-8	Box Hangar Development - Phase 2	Development of 1 box hangar and associated landside pavement	\$407,000
3-9	North Development - Phase 1	Development of 1 corporate hangar, associated apron and landside pavement	\$1,481,000
3-10	North Development - Phase 2	Development of 1 corporate hangar, associated apron and landside pavement	\$1,231,000
3-11	North Development - Phase 3	Development of 1 corporate hangar, associated apron and landside pavement	\$1,231,000
3-12	North Development - Phase 4	Development of 1 corporate hangar, associated apron and landside pavement	\$1,231,000
3-13	North Development - Phase 5	Development of 1 corporate hangar, associated apron and landside pavement	\$1,231,000
3-14	North Development - Phase 6	Development of 1 corporate hangar, associated apron and landside pavement	\$1,231,000
3-15	North Development - Phase 7	Development of additional apron pavement in the north	\$644,000
3-16	North Development - Phase 8	Development of additional apron pavement in the north	\$738,000
3-17	Partial Perimeter Wildlife Fencing — Phase 2	Upgrade of existing fence to 12-foot wildlife fencing standard	\$1,388,000
3-18	New Airport Entrance Road	Development of a new airport entrance road	\$1,475,000
		TOTAL	\$21,396,000

Figure 5.2-3: Long-Term CIP Project Map



5.3 Financial Plan

The following section will provide information on the financial framework of the Airport, potential funding sources, and a detailed proposed cost allocation analysis for projects identified in the short-term CIP.

5.3.1 Financial Framework

The Airport is owned and operated by Fairfield County. The Airport's financial structure is designed to comply with Federal, State, and local law, as well as the terms and conditions of the existing lease and use agreements. References in this section to lease agreements, FAA grant program requirements, and various other agreements are not comprehensive or definitive and represent general concepts under which the Airport operates.

5.3.2 Funding Sources

The following funding sources may be utilized during the implementation of the Airport's CIP.

AIRPORT IMPROVEMENT PROGRAM (AIP)

The AIP is a cost-sharing program that provides grants to public agencies — and, in some cases, to private owners and entities — for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

Typical AIP eligible projects include master plan and airport layout plans, environmental studies, land acquisition and site preparation, airfield pavements (runways, taxiways, and aprons) improvements, lighting and NAVAID improvements, safety and security projects, obstruction identification and removal, and terminal developments. Funds obligated for AIP are drawn from the Airport and Airway Trust Fund, which is supported by airline ticket taxes, aviation fuel taxes, and other similar revenue sources.

AIP funding is administered through entitlement, apportionment, and discretionary grant programs. The entitlement program consists of funds allocated to individual airports based on their annual passenger enplanement levels, if applicable. For general aviation airports without passenger enplanements, an entitlement amount of \$150,000¹ is granted annually for federally eligible projects. Apportionment and discretionary grants are distributed based upon a system of state and national priority ratings. Airport projects must compete for these funds based upon their state and national priority, a value based upon both the type of project and airport. AIP funding can only be used on construction, equipment, and planning related projects and cannot be used for operating expenses or debt repayment.

The federal share of eligible projects seeking AIP entitlement and/or discretionary funding is currently 90 percent for local general aviation airports, such as Fairfield County Airport. To fully leverage available federal participation in this CIP, it is imperative that the Airport secure the remaining 10 percent using State and local funding.

OHIO DEPARTMENT OF TRANSPORTATION (ODOT)

The Ohio Department of Transportation administers the Airport Grant Program which provides financial assistance for obstruction removal, pavement maintenance, airport lighting, navigational aids, and pavement rehabilitation projects at publicly owned, public use airports in Ohio. To be eligible for this grant, airports in Ohio must make sure that they are not eligible to receive FAA Air Carrier Enplanement Funds or FAA Air Cargo Funds. LHQ meets this requirement.

The total available funding set by the state legislature annually. The state share may not exceed 95 percent of eligible construction costs².

BIPARTISAN INFRASTRUCTURE LAW - AIRPORT INFRASTRUCTURE (BIL)

The BIL provides a total of \$15 billion over five years for airport-related projects as defined under the existing Airport Improvement Grant and Passenger Facility Charge Criteria. This money can be invested into runways, taxiways, safety and sustainability projects, as well as terminal, airport-transit connections and roadway projects. The level of funding received by each airport per year is determined by the respective airport's NPIAS designation. In the case of LHQ, the designation of "Local Airport" determined that BIL funding will be \$145,000 per year³.

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¹ \$150,000 was the current level of non-primary airport entitlement funding through the AIP at the time this document was written.

² https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/aviation/resources/airport-grant-program ³ Funding for "Local Airports" in FY2022 was \$159,000, whereas in FY2023 and beyond it was \$145,000. This funding allocation will be reassessed every 2 years for the life of the program.

LOCAL FUNDING

The balance of capital project costs, after consideration has been given to FAA grants, State and other funding sources, must be funded through airport resources. This direct payment of capital costs is accomplished through the use of airport operating revenues or reserves. If bonds or other borrowings are used, they are also repaid by collecting rent, fees, and other charges. Revenue sources include hangar rent, fuel flowage fees, land leases, etc. If additional funds are required to cover local costs, LHQ may also borrow additional funds from the County through internal financing.

5.3.3 CIP Cost Allocation

Project cost funding allocations were developed for all CIP projects identified by this Master Plan Update. **Table 5.3-1**, *LHQ Capital Implementation Plan*, presents a breakdown of project funding by PAL and a preliminary source for each is identified. The local share represents a range of funding sources the Airport may use unless otherwise identified. In addition, several projects identified are assumed to be implemented by private third party funding, whereby the Airport would grant a ground-lease for the development of the compatible use facility.

	TOTAL COST	BIL BILL FY 22	BIL BILL FY 23	BIL BILL FY 24	BIL BILL FY 25	BIL BILL FY 26	ENTITLEMENT	AIP DISCRETIONARY	STATE
	\$ 1,028,000	€ 5	€\$		€	€5	€		:11° ↔
	\$ 1,371,000	. ↔	₩.	•		\$.i	•	↔
	\$ 822,000	∷1 50	.	\$	\$:1 ∽	\$		€
	\$ 1,014,000	;ı \$		·	•		€	· •	\$
) and Apron (3,000 SY) EA \$ 313,000	\$ 313,000	\$ 131,700	· • • • • • • • • • • • • • • • • • • •	€	- · · · · · · · · · · · · · · · · · · ·	-	\$ 150,000	· ·	- -
) and Apron (3,000 SY)	\$ 2,273,000	\$ 27,300	\$ 159,000	\$ 159,000	\$ 159,000	\$ 159,000	\$ 150,000	\$ 1,313,730	€9
ement	\$ 250,000	₩	•	; n	\$	- ₩	- \$	\$ 225,000	₩
i i	\$ 170,000	€	\$	€	↔	÷5	\$	\$ 153,000	€
L	\$ 69,000	\$	\$	\$	5	\$	\$	•	\$ 62,100
ation	\$ 250,000	\$	€7	\$	₩.	\$	€9	<u> </u>	\$ 237,500
	\$ 50,000		<u>€</u>	· 69	•		. €	€9	\$ 47,500
	\$ 760,000	\$	\$	\$	\$	\$	•	€	€
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								OLV.	
	TOTAL COST	BIL BILL FY 22	BIL BILL FY 23	BIL BILL FY 24	BIL BILL FY 25	BIL BILL FY 26	ENTITLEMENT	DISCRETIONARY	STATE
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	\$ 761,000	<u>₩</u>		. l ↔	€9	÷	€9	5	€9
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ar Development	\$ 3,286,000	₩	€3	€9	€9	\$	•	÷ €	€9
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	\$ 407,000	€	\$	\$	₩.	 ₩	\$	₩	
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	\$ 738,000	\$	₩	\$	\$	् •	<u>`</u>	€	' ↔
hasing 2	\$ 1,388,000	9	\$	 ₩	\$, \$	\$ 150,000	\$ 1,114,200	, 69
	\$ 1,475,000	₩.	\$	\$		\$	\$	\$	\$
	\$ 30,357,000	\$ 159,000	\$ 159,000	\$ 159,000	\$ 159,000	\$ 159,000	\$ 1,500,000	\$ 3,220,830	\$ 347,100

5.4 Key Actions and Responsibilities

5.4.1 Project Development Tasks

Capital improvements at airports require a number of steps to be completed prior to construction activities begin. The following actions with associated responsibility are required:

- Sponsor Approval depending on agreements signed with tenants, the Airport may be required
 to receive approval by the tenants for the proposed capital improvement project.
- Funding Applications the Airport or their representing engineering firm must submit federal
 and state applications for funding well in advance of the anticipated construction date. Federal
 funding for capital improvement projects at airports is extremely competitive.
- Section 163 Determination recent changes in federal law have required the FAA to revisit whether FAA approval is needed for certain types of airport projects throughout the nation. The FAA retains authority to:
 - Ensure safe and efficient operations of aircraft or the safety of people or property on the ground related to aircraft operations.
 - Regulate land or a facility that was acquired or modified using federal funding.
 - Ensure an airport owner or operator receives not less than fair market value (FMV) in the context of a commercial transaction for the use, lease, encumbrance, transfer, or disposal of land, any facilities on such land, or any portion of such land or facilities.
 - Ensure that an airport owner or operator pays nor more than FMV in the context of commercial transaction for the acquisition of land or facilities on such land.
 - o Enforce any terms contain in a Surplus Property Act instrument or transfer.
 - o Exercise any authority contained in 49 U.S.C. § 40117, dealing with PFCs.
- Environmental Documentation the Airport, under the National Environmental Protection Act (NEPA), and in accordance with FAA policies, must submit the necessary environmental documentation and receive approval by the appropriate agencies prior to federal funding being allocated to the proposed capital improvement project. Environmental documentation should be submitted early in the planning/design stage of a project due to the amount of time required to complete the environmental review process.
- Aeronautical Study Determination the FAA must formally approve the airspace for Airport development/improvement projects. The Airport must submit the necessary airspace information and receive approval from the FAA as part of the FAA's grant assurances. Similar to environmental documentation, the airspace submittal should also be submitted early in the project planning/design stage due to the lengthy airspace review process.

- Land Acquisition the Airport must secure any additional land resources (fee simple or avigation easement) necessary for the proposed capital improvement project prior to construction beginning. The Airport should begin the land acquisition process as soon as practicable as this process can take anywhere from nine months to two or three years to complete depending on level of complexity.
- Project Design this process involves the design of the proposed capital improvement project and typically takes between 36 and 60 weeks to complete depending on the level of complexity and the level of agency coordination.
- Agency Coordination Activities depending on the size and complexity of the proposed capital improvement project, coordination and permitting with a number of agencies may be required. The time to complete coordination and permitting efforts with agencies is dependent on specific project details.
- Public Coordination Activities depending on the size and complexity of the proposed capital improvement project (i.e., new runway or runway expansion), the Airport may need to complete a public outreach program to identify the benefits of the project and allow the public to provide critical feedback on potential impacts. The level of effort necessary to conduct a public outreach program is dependent on specific project details.

Fairfield County Airport Authority Board Meeting, January 9, 2022

Engineer's Summary Report

FY 21 FAA AIP Grant Application.

Master Plan – Nearing completion. Forecasts approved. Facility requirements comments addressed – FAA review underway. Alternatives prepared, Submitted to FAA for review. ALP drafting underway – ready for submittal after January meeting review.

Rehab Taxiway B

Due to delays in grant funding and contract execution, Project ready for rebidding. Construction anticipated in 2023.

Improve Airfield Drainage – Design. Project bid. Successful bidder - Rock River Construction at \$1,090,820. Grant awarded and signed on Aug 10. Discussion ongoing regarding schedule of construction efforts and runway closures, CMT to review with contractor for February discussion.

- 2. SWAT Storage Bldg Contractor: Setterlin \$1,635,650.
 - a. Scheduled substantial completion was anticipated before the end of the year.
- OH FY 22 State grant application Obstruction Removal (East).
 - a. Est End _ Phase 1 Plans 100% complete Substantial work complete. Trees and obstacles uploaded and approval complete for removal from FAA database.
 - b. East End Phase 2 Work is still pending.
- 4. OH FY 23 State grant application West Obstruction Removal.
 - a. West approach design proceeding for 90% in January, bidding in early spring.
- 5. Business Plan Items Analysis
 - a. Draft report updating with recent authority comments.
- 6. Other discussion items:
 - a. Terminal expansion ATP grant app desired actions
 - b. East T-hangars pavement rehabilitation local only funded
- 7. Action Items:
 - a. Master Plan/ALP general review comments
 - b. Taxiway B Rehab approve rebidding process



FAIRFIELD COUNTY AIRPORT AUTHORITY

QUARTERLY STORMWATER VISUAL INSPECTION

Name: Fairfield County	LOCATION & SITE	CONTACTS_		11								
Airport Authority Telephone: 740-654-7001 Latitude: N 39* 45* 14.9508" Longitude: W 82* 39* 40.9608" SiC Code 9999 EHS 0 Total Impervious Surface Acres: Appx 35 Total Impervious Surface Acres: Appx 35 Municipality Total Facility Acres: 235.746 Storm Water Discharge to Greenfield Creek with 100 year flood diversion toward Claypool Run (NW) Name(s) of water(s) that receive storm water from this facility: Hocking River Hocking River Watershed Date:12-12-22 Time Storm Event Began: NA OUTFALL MONITORING (the outfall from the Water Quality Basin): Monitoring Point #1 Time: Color Odor Clarity Floating Solids Settled Solids Settled Solids Suspended Solids Foam Oil Sheen Characteristics to Monitor: Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc. Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc.	Name: Fairfie	eld County	7									
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	_											

SITE INSPECTION:

Issue Being Evaluated	Yes	No	N/A	Comments (stains, odors, leaks, trash, etc)
Are stored materials exposed to storm water contact?		Х		
Are oily parts and/or drums exposed to storm water contact?	х			
Are the loading and unloading areas clean?	х			
Are areas around containers clean?	х			No increased staining observed.
Is the area around the covered salt storage area free of significant salt?			х	
Is the area around the fuel island and nearest catch basin clean and free of grease, oil, fuel, etc.?	х			No increased staining observed.
Is there a buildup of oil and grease in the parking lots or equipment storage areas?		х		
Are there leaks or stains around drums or aboveground storage tanks?	х			
Is the drainage swale in the south central part of the facility and catch basins clean of debris?	х			-Storm system #2 -prioritize clearing of easement and sediment removal at end of pipe.
Are trash cans and dumpsters kept covered?	х			
Is a stocked spill kit available at the fuel island?	х			
Are spill containment materials and stocked cleanup kits readily available?	х			-Yellow can at the fuel farm still has a hole about a foot from the bottom. Materials are exposed to rain.
Is there evidence of soil erosion?	х			

OTHER OBSERVATIONS:

- -1 blow hole in the east field at the fence. The hole is increasing in size and soil is entering the tile. Fence footer is now exposed.
- -South field tile installation repair is nearing completion but will extend to spring for pipeline coordination.
- -SWAT facility still under construction but stable.

Inspected By:	Jonathan Ferbrache, PLA, CPESC -Fairfield SWCD	
Signature:	Jonathan & Ferhood	

FACILITY INSPECTION PHOTOS

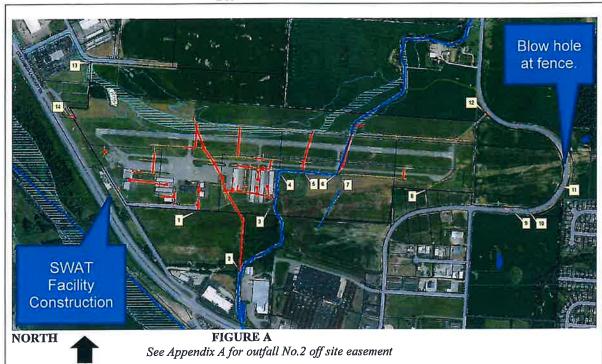


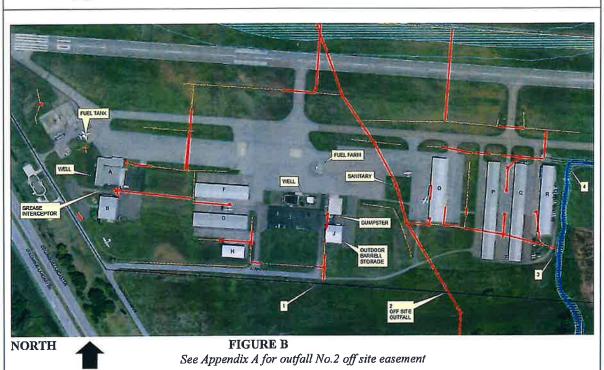
Outdoor storage containers are now labeled.



East fence tile blowout getting worse.

FACILITY MAPS







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2664.3 6768.46 9432.76 \$943.28 5674.39 3792.49 9466.88 \$946.69	2664.3 6768.46 9432.76 \$943.28	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sen 2784.3 5612.03 8396.33 \$839.63 2078	Aug 3464.1 5411.16 8875.26 \$887.53 2446.2	Jul 1994.54 4640.69 6635.23 \$663.52 480.6	Jun 1853.7 5770.59 7624.29 \$762.43 579	May 2426.9 4723.04 7149.94 \$714.99 542.8	Apr 3395.6 3966.5 7362.1 \$736.21 1402.5	Mar 2658 4228.27 6886.27 \$688.63 1974	Feb 1854 2576.22 4430.22 \$443.02 1777	Jan 1800.2 3777 5577.2 \$557.72 1372	2022 gallons gallons Gallons Sundowner Full Service	Fuel 100 LL Total \$.10 to	Total Jet	Sundowner Fuel Sales & Hangar Rent	
	897 \$269.10	2160 \$648.00	2078 \$623.40	446.2 \$733.86	480.6 \$144.18	579 \$173.70	542.8 \$162.84	402.5 \$420.75	1974 \$592.20	1777 \$533.10	1372 \$411.60	ervice Sundowner	\$.30 to			
1				.86 \$1,621.39	\$807.70	3.70 \$936.13		1.75 \$1,156.96	.20 \$1,280.83	.10 \$976.12		Total For Fuel				
\$1 004 40 \$10 004 E0	\$1,215.79 \$17,941.50	\$1,591.28 \$20,801.00	\$1,463.03 \$21,310.80	\$15,836.60	\$17,656.42	\$20,993.18	\$877.83 \$22,935.80	\$16,807.80	\$17,808.00	\$15,315.00	\$969.32 \$17,918.00	Hangar Rent	Total			
\$1,920.45	\$1,794.15	\$2,080.10	\$2,131.08	\$1,583.66	\$1,765.64	\$2,099.32	\$2,293.58	\$1,680.78	\$1,780.80	\$1,531.50	\$1,791.80	Sundowner	10% to			
\$2,944.87	\$3,009.94	\$3,671.38	\$3,594.11	\$3,205.05	\$2,573.35	\$3,035.45	\$3,171.41	\$2,837.74	\$3,061.63	\$2,507.62	\$2,761.12	Sundowner	Total to		PO# 22000358	
\$2,944.87 proposed ck date 1/17/2023	\$3,009.94 12/15/2022	11/21/2022	10/17/2022	9/19/2022	8/15/2022	7/18/2022	6/21/2022	5/16/2022	4/18/2022	3/24/2022	2/21/2022	Check Date				

87238.33

\$8,723.83

\$5,196.96 \$13,920.79 \$224,528.60 \$22,452.86

\$36,373.65

PO Balance \$1,626.35



YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 12 TO 2022 12

80780000 560000 MATERIALS & SUPPLI 2022/12/000816 12/12/2022 API 2022/12/000816 12/12/2022 API 2022/12/001337 12/15/2022 API	80780000 558000 TRAVEL REIMBURSEME	80780000 554000 ADVERTISING	2022/12/000177 12/05/2022 API	80780000 553000 COMMUNICATIONS/TEL	2022/12/001337 12/15/2022 API 2022/12/001356 12/15/2022 API	80780000 543000 REPAIR AND MAINTEN	2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001361 12/15/2022 API 2022/1	80780000 541001 ELECTRIC/UTILITES	2022/12/000177 12/05/2022 API 2022/12/000818 12/12/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API 2022/12/001337 12/15/2022 API	80780000 530000 CONTRACTUAL SERVIC	80780000 AIRPORT OPERATIONS	ACCOUNTS FOR: 7800 AIRPORT OPERATIONS
15,000 77.04 VND 202.29 VND 470.97 VND	200	2,000	177.72 VND (2,100	542.50 VND (987.15 VND (65,000	101.10 VND 101.10 VND 52.08 VND 66.25 VND 129.36 VND 70.61 VND 125.13 VND 144.16 VND 197.99 VND 341.59 VND 251.95 VND	25,000	37.00 VND (1,152.27 VND (880.00 VND (362.71 VND (3,009.94 VND (29.00 VND (9.95 VND (175,000		ORIGINAL APPROP
25,500 15 009969 PO 22007912 015530 PO 22000484 015530 PO 22000484	200	5,000	074480 PO 22000417	2,274	004476 PO 22000387 001330 PO 22006654	216,000	023650 PO 22000492 023650 PO 22000492 001373 PO 22000424	28,099	016659 PO 22002827 005790 PO 22000342 001671 PO 22000336 003668 PO 22000340 007099 PO 22000358 016659 PO 22002827 016659 PO 22002827	153,047		REVISED BUDGET Y
,392.57 VOYAGER WASHING	64.93	3,778.35	0417 A T & T INC	1,942.86	PRECISION CLAYPOOL	178,319.40	FAIRFIELD FAIRFIELD SOUTH CENT	21,655.25	827 SUNRUSH WATER 342 OHIO DEPT OF TAXATI)336 OHIO AVIATION ASSN)340 LOCAL WASTE SERVICE)358 SUNDOWNER AVIATION 1827 SUNRUSH WATER 1827 SUNRUSH WATER	111,870.88		YTD EXPENDED
750.30 LEET SYSTEM fu N AUTO PART SU N AUTO PART 3	.00	.00		177.72	ΝD	1,529.65	UTILITI POWER	1,581.32	L E IO	5,480.87		MTD EXPENDED
750.30 4,356.78 5,750.6 FLEET SYSTEM fuel for snow truck 11/2022 TON AUTO PART supplies for airport FUEL TRUC TON AUTO PART 3 BATTERIES FOR INTERNATIONAL	85.07	1,221.65	monthly phone serv	331.62	service on doors/r repairs @ Airport	12,355.62	3383 OLD COLUMBUS RD 10/3 3430 OLD COLUMBUS 10/31-1 3430 OLD COLUMBUS 10/31-1 HANGAR G - 11/6-12/7 MOPED ASOS 11/6-12/7 HANGAR F - 11/6-12/7 HANGAR Q - 11/6-12/7 HANGAR P 11/6-12/7 TERMINAL RUNWAY 11/6-12/7 TERMINAL 2 11/6-12/7/22	3,644.23	water services and sales tax for fuel sales tax for fuel membership fees 1/1, trash disposal for a 10% of hangar rent water services and water services and sales.	26,508.46		ENCUMBRANCES
5,750.65 ck 11/2022 ort FUEL TRUC NTERNATIONAL	50.00	, 00	service 10/20-11	.00	on doors/repairs testi @ Airport NON OPERATIN	25,324.98	1-11/ 1/30 11/6	2,800.00	supplies at sales 11/20 /23-12/31/2 airport 12/ fuel sale supplies at supplies at supplies at supplies at	14,668.12		AVAILABLE BUDGET
77.4% 5365095 5365134 5365675	75.0%	100.0%	5364571	100.0%	5365635 5365595	88.3%	\$365688 \$365688 \$365600 \$365600 \$365600 \$365600 \$365600 \$365600 \$365600 \$365600 \$365600 \$365600	90.0%	5364551 5365038 5365610 5365620 5365644 5365681 5365681	90.4%		PCT USED

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

JOURNAL DETAIL 2022 12 TO 2022 12

TOTAL EXPENSES	TOTAL AIRPORT OPERATIONS	TOTAL AIRPORT OPERATIONS	80780000 590310 REFUNDS OF HANGAR	80780000 574000 EQUIPMENT, SOFTWAR	80780000 570000 CAPITAL OUTLAY	2022/12/000816 12/12/2022 API 2022/12/000818 12/12/2022 API	80780000 562600 FUEL (GASOLINE/DIE	80780000 561000 GENERAL OFFICE SUP	ACCOUNTS FOR: 7800 AIRPORT OPERATIONS
557,800	557,800	557,800	3,000	10,000	10,000	37,037.08 VND 38,441.85 VND	250,000	500	ORIGINAL APPROP
1,003,121	1,003,121	1,003,121	3,000	10,000	10,000	005545 PO 220 005545 PO 220	550,000	0	REVISED BUDGET
844,841.89	844,841.89	844,841.89	.00	885.77	.00	37,037.08 VND 005545 PO 22000506 PURVIS BROTHERS 38,441.85 VND 005545 PO 22000506 PURVIS BROTHERS	510,931.88	.00	YTD EXPENDED
84,998.79	84,998.79	84,998.79	.00	.00	.00	INC	75,478.93	.00	MTD EXPENDED
87,571.55	87,571.55	87,571.55	.00	. 00	.00	fuel purchases @ Airport 11/23 5365034 fuel purchases @ Airport 11/30 5365034	39,068.12	, 00	ENCUMBRANCES
70,707.98	70,707.98 93.0%	70,707.98	3,000.00	9,114.23	10,000.00	Airport 11/23 Airport 11/30	.00	. 00	AVAILABLE BUDGET
	93.0%	93.0%	.0%	8.9%	. 0%	5365034 5365034	.00 100.0%	. 0%	PCT USED

Hangar J Lease

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road, Carroll, Ohio 43112, hereinafter referred to as "Lessor" and Fairfield Aircraft Services, LLC, hereinafter referred to as "Lessee," WITNESSETH:

1. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the building known as Hanger J "the leased premises" located at the Fairfield County Airport, 3430 Old Columbus Road, Carroll, Ohio 43112, the configuration and description of which are attached hereto and marked "Exhibit A." The loft area above the office space is not rated for any type of load, therefore this area is not

2. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for 3 years commencing on January 1, 2023 and ending on December 31, 2026. In the event Lessee holds over after the termination of this Lease, or any extensions thereof, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

3. RENT AND SECURITY DEPOSIT

- a. Lessee shall pay Lessor rent as for the Leased Premises the sum of \$875 per month. Thereafter, effective January 1 of each succeeding year, the rent may be increased by 3% per year, so long as this Lease is in effect.
- b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than ten (10) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee,

Lessee shall immediately remove the aircraft and all other items located in the leased premises and vacate the premises.

4. USE OF PREMISES

- a. The Leased Premises shall be used for the operation of an aviation related business. Changes to the existing hanger or grounds will be subject to the written approval by the Lessor and subject to the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as adopted by the Fairfield County Airport Authority on December 8, 2014, and any Amendments hereinafter made. A copy of said standards is available for inspection in the office of the fixed base operator and the Airport website and is deemed to be appended hereto and incorporated here in.
- b. All use will adhere to the Fairfield County Airport Security Manual. The manual is available for inspection in the office of the fixed base operator or the Fairfield County airport website.
- c. No aircraft shall be parked, stored or maintained on or in the Leased Premises that exceeds the design specifications of the runway, taxiway, apron or hanger.

5. REPAIR AND MAINTENANCE

- a. The Leased Premises shall at all times be maintained in accordance with any applicable Building Codes, Zoning Regulations and the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as well as all other applicable federal, state or local statutes, ordinances, rules and regulation applicable to the Leased Premises.
- b. During the entire term of this Lease, Lessee shall keep the Leased Premises in good order and working condition and will promptly do all necessary and appropriate maintenance at its sole expense. Necessary and appropriate maintenance includes proactive measures taken to ensure the proper function of the Lease Premises, such as applying grease to the hanger door when needed, cleaning and upkeep of HVAC equipment when needed, and/or cleaning and polishing of floors as needed.

Maintenance does not include improvements to the physical structure, such as the application of exterior or interior paint, replacement of awnings, and/or replacement of HVAC

equipment, or any reactive measures necessary to repair the Leased Premises. If Lessee fails to maintain the Leased Premises, Lessor may perform such maintenance and invoice Lessee for all costs incurred. Prior to commencing work, Lessor will provide Lessee with thirty (30) days written notice and right to cure.

- c. During the term of the Lease, Lessee shall make any minor repairs as needed. Minor repairs are any repairs with an estimated expense of less than \$150. Any repair with an estimated expense greater than \$150 shall be immediately reported to the Airport Authority by email, or if a safety emergency by phone. Every effort will be made to remedy the issue at the next Airport Authority Meeting or if an emergency, immediately.
- d. Lessee will immediately report to Lessor any maintenance or repair need which Lessee knows, or should know, may reasonably give rise to a hazardous situation or condition. If Lessee fails to report any such maintenance need, Lessee shall bear all risk of damage to contents, trade fixtures, machinery, equipment, furniture, furnishings and property of Lessee and property in Lessee's control, care and custody in the Leased Premises activity arising out of loss occasioned by events occurring within, on or about the Leased Premises, regardless of the party at fault, if any. Said risks shall be insured as provided in Section _of this lease.

6. CARE AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIALS

Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it at the Fairfield County Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules, ordinances and Items of this Lease. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate any property at the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify in writing the Lessor and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the Lessor may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the Lessor shall be paid by the Lessee.

- a. Hazardous Substances. The term "Hazardous Substances", as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.
- b. Environmental Prohibitions. Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from Lessee's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions
 - c. Environmental Compliance.
 - (1) Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").
 - (2) Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.
 - (3) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.
 - (4) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by landlord. If Lessee fails to fulfill any duty imposed under this Section, within a reasonable time, landlord may do so; and in that case, Lessee shall cooperate with Landlord in order to prepare all documents landlord deems necessary or appropriate to determine the applicability of the Laws to the leased premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute all documents promptly upon landlord's request. No action by the Lessor and no attempt made by the Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section

- d. Lessee's obligations and liabilities under this Section X shall survive the expiration or termination of this lease.
- e. Environmental Indemnity. Lessee shall indemnify, defend, and hold harmless the Lessor and its officers, directors and shareholders from all fines, suits, procedures, claims, and actions of every kind and all costs (including attorneys and consultants fees), arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the leased premises, or which arises at any time, from Lessee's use or occupancy of the leased premises, or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Lessee's obligations and liabilities under this Section shall survive the expiration or termination of this Lease.
 - f. The Lessee in accordance with the Airport Authority Storm Water Protection Plan must carry the appropriate insurance.

7. SUBLETTING

- a. Lessee shall not at any time assign, sell, convey, or sublet main hanger, without the prior written consent of the Lessor which may be withheld in Lessor's sole discretion. Any consent shall provide that:
- b. Lessee shall notify Lessor in writing of the name and address of the proposed Sublessee or tenant.
- c. Any agreement between Lessee and such assignee or sublessee shall require full compliance by such party with the obligations on the part of Lessee to be performed under this lease agreement.
- d. Regardless of whether or not Lessee is permitted to sublease the Leased Premises, Lessee shall continue to be fully responsible for all terms and conditions of this Lease during the term of this Lease.

8. INSURANCE AND INDEMNIFICATION REQUIREMENTS

- The Lessee shall assume all risks incident to, or in connection with, its operation a. under this Lease; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities and the Leased Premises; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature including but not limited to all attorneys fees incurred by Lessor arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely written notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.
- b. The Lessee, at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. Required limits are no less than:

Aircraft Liability: \$1,000,000

Property Damage: \$1,000,000

Bodily Injury Liability: \$1,000,000

- The Certificate of Insurance shall show the Fairfield County Airport Authority, its c. agents and the Fairfield County Commissioners as additional insureds and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.
- d. Lessee will indemnify, hold harmless, and waive subjugating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

9. TERMINATION OF LEASE

a. Upon termination of this Lease at any time and for any reason all buildings and other improvements permanently constructed on the Leased Premises, together with all fixtures, shall revert to and become the property of the Lessor without reimbursement to Lessee.

Notwithstanding the foregoing, however, any and all liabilities owed by Lessee by or in connection with the construction of buildings, improvements to the Leased Premises, operation of the Leased Premises, or for any other reasons shall remain solely and exclusively with Lessee and shall at no time be transferred to the Lessor.

10. DEFAULT AND SURRENDER OF PREMISES

If Lessee shall fail to pay the Rent or any other charges due hereunder within five a. (5) days after written notice from Lessor that the same is due and unpaid; or if Lessee shall fail to observe or perform any of the terms, covenants or conditions of this Agreement to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice from Lessor thereof, then in any of such cases Lessor may at its option, without notice to Lessee, terminate this Agreement, and upon the termination of this Agreement, Lessee shall surrender possession of the Hangar Space to Lessor and remove therefrom all of said property and Aircraft, and if such possession be not immediately surrendered, Lessor may immediately enter said Hangar Space and remove all property therefrom, using such force as may be necessary without being deemed guilty of trespass or breach of peace or forcible entry and detainer and Lessee expressly waives the service of any notice of intention to reenter or the institution of legal proceeding to that end. The receipt of money by the Lessor from Lessee after termination of this Agreement or after the giving of any notice by Lessor shall not reinstate, continue or extend the term of this Agreement or affect any notice given to Lessee prior to the receipt of such payment, and it is agreed that after service of notice or commencement of suit, or after judgment for possession, Lessor may receive rent due and the payment thereof shall not waive or affect said notice, suit or judgment.

11. NOTICE

a. All notices and request required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

12. PARAGRAPH HEADINGS

a. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

13. GOVERNING LAW

a. This agreement is a contract executed under and to be construed under the laws of the State of Ohio. Any and all litigation brought by or in connection with this Lease or the Leased Premises shall be brought only in the Common Pleas or Municipal Courts of Fairfield County, Ohio and in no other state or federal court.

14. WAIVER

a. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

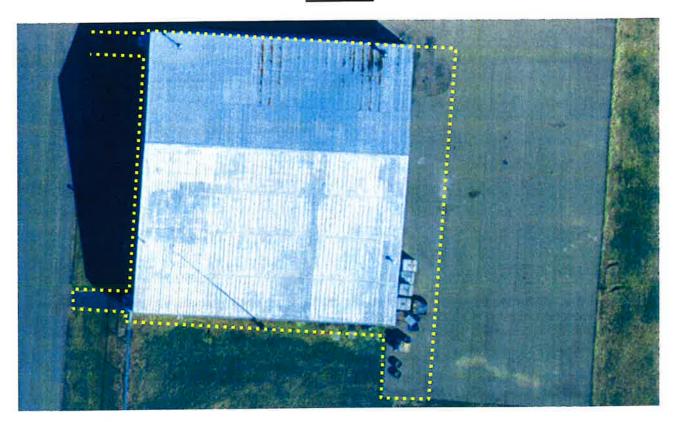
15. SEVERABILITY

a. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

16. ENTIRE AGREEMENT

a. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

Exhibit A



Each party to this Agreement has caused it to be executed on the date indicated below.

1/9/2023	James A. Shadd-Owner Lessee							
Date	Lessee							
$\frac{1/9/2023}{\text{Date}}$	Tairfield County Airport Authority							
STATE OF OHIO FAIRFIELD COUNTY, SS:								
Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Airport Authority, by Clenn Cwns, its President, Lessor, who acknowledged that he did sign the foregoing Lease and that the same is the free act and deed of said Authority and the free act and deed of him personally and as such officer.								
In Testimony Whereof, I have here tariffeld County, Ohio, this 9th day of	Notary Public, State of Ohio My Commission Expires: 8/21/2)							
STATE OF OHIO FAIRFIELD COUNTY, SS:								
Before me, a Notary Public, in and for said State, personally appeared the above-named and, Lessee(s), who acknowledged that he/she/they did sign the foregoing Lease and that the same is his/her/their free act and deed.								
In Testimony Whereof, I have here day of Janu	Notary Public, State of Ohio My Commission Expires: 8/21/27							