

**Fairfield County Airport Authority Board Meeting  
3430 Old Columbus Road, NW, Carroll, Ohio 43112  
Minutes for January 11, 2021**

**Meeting to order**

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Pat Ferguson, Jon Kochis, Bill McNeer, Bill Fagan, Rick Szabrak, and Michael Kaper. Also present were Staci Knisley, Al Moyer, and Pat Rooney, and Scott Richardson.

**Opportunity for the Public to Address the Board**

There was no public comment.

**Approval of the Minutes for the December 14, 2020 Meeting**

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the minutes from the December 14, 2020 meeting.

Voting aye thereon: McNeer, Fagan, Burns, Kaper, Szabrak, Ferguson, and Kochis  
Motion passed.

**Election of Officers**

Dr. Burns reminded the Board that tonight is Mr. Ferguson's last board meeting. He thanked Mr. Ferguson for his service on the Board.

Mr. Ferguson stated that serving on the Board has been a pleasure.

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

Dr. Burns stated that he desires to be President but will miss meetings on occasion due to his temporary work status.

Bill McNeer made a motion to nominate Dr. Glenn Burns as President of the Airport Authority Board and Rick Szabrak seconded his motion.

Bill McNeer motioned to close the nominations and second of Michael Kaper.  
Voting aye thereon: McNeer, Kaper, Burns, Ferguson, Kochis, Fagan, and Szabrak.  
Motion passed.

**The Fairfield County Airport Authority Board voted to accept and approve the nomination of Glenn Burns as President of the Airport Authority Board.**

Voting aye thereon: McNeer, Szabrak, Kochis, Ferguson, Fagan, Kaper, and Burns  
Motion passed.

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

Bill McNeer motioned to close the nominations and second of Jon Kochis.

Voting aye thereon: McNeer, Kaper, Burns, Ferguson, Kochis, Fagan, and Szabrak.

Motion passed.

**The Fairfield County Airport Authority Board voted to accept and approve the nomination of Michael Kaper as Vice President of the Airport Authority Board.**

Voting aye thereon: McNeer, Szabrak, Kochis, Ferguson, Fagan, Kaper, and Burns

Motion passed.

**Historical Aircraft Squadron (HAS) update**

Mr. Moyer reported that the new LED lights have been received. The lights are now more distributed. The power company will come out and inspect before giving HAS a rebate.

Mr. Moyer reported the HAS laid 14 bags of cold patch down. HAS voted to give back to the Airport and only asks for the material to be paid by the Airport. No labor will be charged.

Mr. Moyer reported that the hydraulic line broke in one of the snowplow truck. The repair to the truck included wiring in a shunt. We lost 20 gallons of fluid. Battery tenders are now fixed. He gave the NAPA invoice to Ms. Knisley to process for the fluid purchase.

**Sundowner Aviation/Airport Manager Update – Monthly Board Report**

a. Monthly Report

Mr. Rooney reviewed the monthly report, see attached to minutes.

Mr. Rooney reported that he reviewed other Airports on their price of gas. Most aircrafts purchase their fuel because they are dropping traffic off rather than due to competitive pricing. He recommends that the jet fuel be increased.

Mr. Kochis recommended that the Board give the FBO authority to set the price for Jet fuel. Currently, there is a formula used as a mark-up based on the last price of fuel purchased.

**Approval and give authority to Sundowner Aviation, the Fixed Base Operator (FBO) to set Jet A Fuel prices based on the market through the end of their next contract**

**Fairfield County Airport Authority Board Meeting**  
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**Minutes for January 11, 2021**

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve and give authority to Sundowner Aviation, the Fixed Base Operator (FBO) to set Jet A Fuel prices based on the market through the end of their next contract.

Voting aye thereon: Kochis Fagan, Burns, McNeer, Kaper, Szabrak, and Ferguson.  
Motion passed.

Mr. Rooney reported that Mr. Charlie Strohmeyer, a current tenant repaired the water heater at the Terminal. He repaired it at no cost.

**Standing Committee Updates:**

**Airport Improvement – Jon Kochis**

**a. Engineer’s Summary Report –Crawford Murphy Tilly, Inc. (CMT)**

Mr. Kochis reviewed the CMT report, see attached to minutes

Mr. Kochis reported that Strawser Paving is almost completed with the Taxiway-D project. The final payment is held until the punch list is completed. The Independent fee estimate work was completed for the Master Plan. The feed back from FAA was all over a good review for the Master Plan. There are a few recommended changes relating to Taxiway B environmental. He suggested to move forward next month with the plan with local funds and get reimbursed with the next round of FAA funds.

**b. Snow Removal & Equipment (SRE) Building discussion**

Mr. Kochis reported that more square footage for the building was recommended at the last Board meeting. The building will be overall 850 square feet of additional space. The doors will be spread out a little more. The width on the doors will be 18 feet wide by 16 feet high.

There will be an increase in costs at an estimate of \$5-8,000 to the concrete driveway. The costs should be south of \$100,000. We hope to get this out for bid next week.

**c. South Access Road/Culvert Repair**

Mr. Kochis reported that HAS laid the cold patch to get us through the winter. The paving contractor will start when winter is over.

**d. Storm Water System Rehab**

- Quarterly Stormwater Visual Inspection report by Fairfield County Soil & Water  
The Board reviewed the report.

Mr. Kochis reported that Mr. Shadd got rid of waste oil today. Soil & Water has been notified. Mr. Shadd will label the containers in the future.

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- Tile Repair/Kull Excavating  
Mr. Kochis reported that will be tied into the Taxiway Bravo project.
- SE field drainage problems
- Mr. Kochis reported that will also be tied into the Taxiway Bravo project.

**Strategic Planning Committee – Bill McNeer, Jon Kochis, Rick Szabrak**

Mr. Kaper reported that Mayor David Scheffler would like to get with the committee to discuss what the plan is for north of our property.

Mr. Kochis reported that the FAA has the area encumbered.

Mr. Kaper, Mr. Szabrak and Dr. Burns will meet with Mayor Scheffler to discuss.

**Community Relations – Michael Kaper & Rick Szabrak**

Nothing new to report.

**Facilities and Grounds – Michael Kaper & Bill Fagan**

a. Terminal Renovations

Mr. Kochis reported that the renovations are almost complete. The doors need adjusted, floor has a few spots, and waterlines need drilled for the refrigerator.

Mr. Rooney reported that the circuit breaker is bad. He will talk to the subcontractor on the project.

**FBO Liaison – Pat Ferguson**

Nothing new to report.

**Finance - Glenn Burns**

a. Financial Reports

The Board reviewed the following financial reports:

- Airport Cash Projection
- Purchase Order list
- Smart Card Fuel accounts

- Utility cost report

b. Payment of Bills

- **Approval for payment of bills totaling \$ 18,547.77**

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$18,547.77 (See invoice summary attached to minutes)

Voting aye thereon: Kochis, McNeer, Burns, Fagan, Ferguson, Kaper, and Szabrak  
Motion passed.

- **Motion to approve retroactively December payment of invoices totaling \$ 58,209.97**

On motion of Michael Kaper and second of Jon Kochis, the Fairfield County Airport Authority Board motioned to approve retroactively December invoices totaling \$ 58,209.97 (See attached to minutes)

Voting aye thereon: Kaper, Kochis, Burns, Ferguson, McNeer, Szabrak, and Fagan  
Motion passed.

**Security & Safety – Jon Kochis & Bill McNeer**

Nothing new to report.

**Tenant Relations – Glenn Burns & Bill Fagan**

a. Rent Status Spreadsheet

The board reviewed the spreadsheet.

**Web – Bill McNeer & Rick Szabrak**

Mr. McNeer asked that a new picture be taken for the website when the new board member is appointed.

**Old Business**

- Fixed Base Operator (FBO) Agreement

**Approval of Airport Manager and Fixed Base Operation Agreement retroactive as of January 1, 2021**

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the Airport Manager and Fixed Base Operation Agreement retroactive as of January 1, 2021. (See attached to minutes)

**Fairfield County Airport Authority Board Meeting  
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Voting aye thereon: McNeer, Ferguson, Burns, Szabrak, Kaper, Fagan, and Kochis  
Motion passed.

- Fuel Truck

Mr. Kochis reported he talked to a company in Alvada, Ohio relating to repairs on the fuel truck. They believe it is a good fuel truck and is worth repairing. They are going to give a quote to repair fuel system and chassis. We will have to pay for a tow truck to transport both ways.

- EAA proposal for the former Medflight Property

Mr. Kochis submitted to the County Administrator and the Prosecutor's office. It is possible that renting the space does not need to be publicly bid. He does not have a formal opinion in writing. The proposal requests that Utilities are paid for by the county. The Board of Commissioners are not interested in paying the utility bills. Once we get past the legal part of the proposal, we as the Board will have to approve to pay the utility bills if that is our desire.

Mr. McNeer recommends that the Board pay up to a certain cost of utilities.

Mr. Ferguson stated that EAA is willing to pay for Utilities for costs that are over the usual amount.

Mr. Kochis reported that right now at the minimum it is approximately \$2,500 annually for the utilities.

Mr. Kochis recommends the Airport Board pay up to a certain amount a year, and then bill the EAA annually. We can negotiate anything such as the repairs and supplies for the building.

- HAS equipment storage (discuss in June)

Mr. Kochis reported that the new specifications for additional space for the SRE building may address some of HAS equipment storage problems. He will get with Mr. Moyer to discuss.

**New Business**

None.

**Informational**

Ms. Knisley reported that the Board of Commissioners are interviewing three (3) candidates for the open position on the Airport Board. The interviews are scheduled for February 2<sup>nd</sup>.

**Calendar of upcoming events and other important dates**

The Board reviewed the following calendar of upcoming events and other dates:

- a. Meeting with Board of Commissioners, Tuesday, May 25, 2021 @ 9:30 a.m. relating to Economic Development at the Airport (Rick and Jon to attend)
- b. CMT Master agreement expires 9/9/2021 (option to extend 3 one-year extensions)
- c. Legal Services agreement with County Prosecutor expires 12/31/2021
- d. FAA lease for space expires 9/30/2022
- e. HAS mowing and snow removal contract expires on 9/30/2022
- f. Lease with Board of Commissioners to operate facilities expires on 11/16/2022
- g. Hangar J Lease agreement expires 12/31/22
- h. Insurance Coverage lock in rates expire 12/31/22

**Adjournment**

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to adjourn at 6:42 p.m.

**Next meeting is Monday, February 8, 2021 at 6:00 pm at the Airport Terminal 3430 Old Columbus, Road NW, Carroll Ohio**

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*Meeting minutes for the January 11, 2021 meeting were approved on February 8, 2011.*

*Aye*

Glenn Burns

*Aye*

Bill Fagan

*Aye*

Rick Szabrak

*Aye*

Jon Kochis

*Aye*

Michael Kaper

*Aye*

William McNeer

*Aye*

Scott Richardson

*Staci A. Knisley*

Staci A. Knisley, Airport Clerk

# Monthly Board Report 2020

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR	71/72	72/72	72/72	72/72	69/72	72/72	72/72	72/72	72/72	72/72	72/72	72/72
OCCUPANCY		12 people on waiting list										
R HANGAR	6 of 6	6 of 6	6 OF 6	6OF6	6 of 6	6of6	6of6	6of6	6of6	6of6	6 of 6	7 of 6
OCCUPANCY		2 people on waiting list										
NEW LEASES	1	1	1	1	2	2	1	0	0	1	0	0
OVERNIGHT	0	0	0	0	0	0	0	0	0	0	0	0
FUEL SALES	2509	2612	2753.98	3544.5	4875.6	5760	6923	6618	5889	4708	4374	2655.18
100LL												
FUEL SALES	620	172.4	298	616.2	500	7152	1441	2362	4097	3000	1174	1601.4
JET A												
# OPERATIONS	2000	2100	2200	3000	4000	5000	6100	6000	5600	5000	1500	1800
HANGAR	0	0	0	0	0	0	0	0	0	0	3	0
ISSUES												
PUBLIC	0	0	0	0	0	0	0	0	0	0	0	0
COMMENTS												
FAA	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
INCIDENTS												

53222.26

23034.00



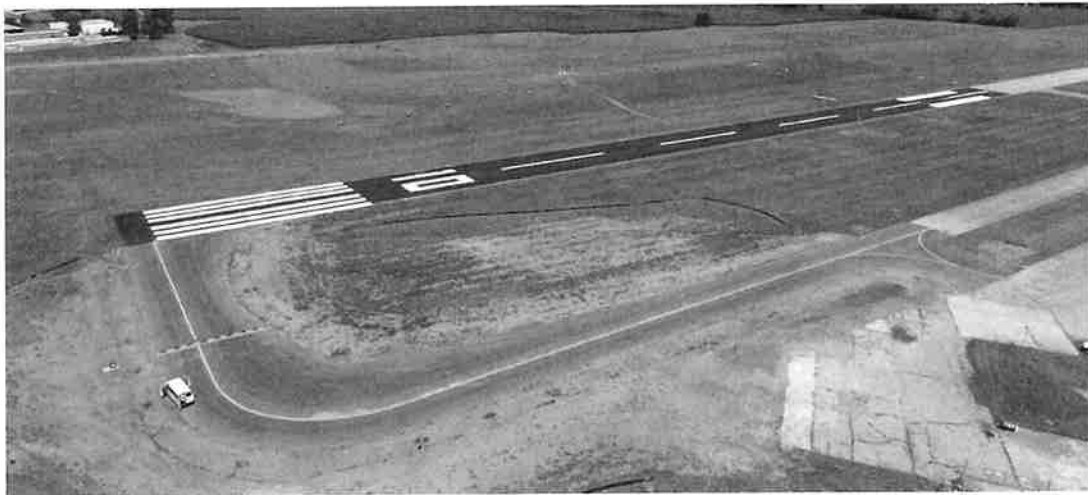
**Fairfield County Airport Authority  
Board Meeting, January 11, 2020**

**Engineer's Summary Report**

1. FY 19 FAA AIP – Taxiway D Construction

Strawser Paving has completed their construction. Final change order approved. Punchlist is completed.

Closeout Report finalized. DBE reports are finalized. As-built surveys complete.



Project photo – dated August 7

2. ODOT FY20 – Apron B, C1 Rehab.

Final punchlist items have been correct and pavement marking completed last week. ODOT punchlist inspection completed on Dec 8. American Pavements onsite last week to clean up small stones.

3. FY 21 FAA AIP Grant Preapplication

Master Plan to be included and Design of Taxiway B (incl drainage) FY 21. IFEs are underway. Comments received on Master Plan scope – being revised.

4. SRE Storage Bldg – Scope/Size being revised for bidding.

5. Action Items:

**FAIRFIELD COUNTY AIRPORT AUTHORITY**

**QUARTERLY STORMWATER VISUAL INSPECTION**

**LOCATION & SITE CONTACTS**

<b>Name: Fairfield County Airport Authority</b>		<b>Address: 3430 Old Columbus Road NW Carroll, Ohio 43112</b>	
<b>Telephone: 740-654-7001</b>		<b>Primary Facility Contact Information:</b> Staci Knisley 740-652-7093	
Latitude: N 39° 45' 14.9508" Longitude: W 82° 39' 40.9608"		<b>Security: Fairfield County Sherriff</b> 740-652-7900	
SIC Code 9999	EHS 0	County	Fairfield
Total Impervious Surface Acres: Appx 35		Municipality	Carroll
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: <u>Hocking River</u>			
Hocking River Watershed			

**Date:** 1-7-210 **Time Storm Event Began:** NA

**Estimated Total Rainfall for Storm Event:** NA

**OUTFALL MONITORING (the outfall from the Water Quality Basin):**

Monitoring Point #1	Time:		
Color			
Odor			
Clarity			
Floating Solids			
Settled Solids			
Suspended Solids			
Foam			
Oil Sheen			
<b>Characteristics to Monitor:</b>			
Color: yellow, brown, green, gray, etc. and degree of color: none, slightly, very, etc.			
Odor: petroleum, chemical, sulfur, algae, sewage, etc. and degree of odor none, slight, strong, etc.			
Clarity: clear, slightly cloudy, very cloudy			
Floating Solids: yes/ no			
Settled Solids (allow to sit for 5 minutes): yes/no			
Suspended Solids (hold a white piece of paper behind jar to see): yes/no			
Foam: yes/no			
Oil Sheen: yes/no			

Were all samples collected within the first 30 minutes of discharge? Yes/no

If no, when were the samples collected? \_\_\_\_\_

\_\_\_\_\_

## Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$1,749.45	n/a	December rent fees	12/1-12/31/20
Sundowner Aviation	\$902.40	n/a	December fuel fees	12/1-12/31/20
Office Mart	\$15,086.00	IN-10126532	Terminal furniture	12/4/2020
Sundowner Aviation	\$809.92	n/a	11/18-12/23 reimbursement	11/18-12/23
Total Invoices for 01.11.21 Board Meeting	\$18,547.77			

# FAIRFIELD COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
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### 80780000 AIRPORT OPERATIONS

#### 530000 CONTRACTUAL SERVICES

80780000 530000 CNTRCT SVC	150,000.00	162,500.00	139,587.18	3,477.66	18,898.27	4,014.55	97.5
2020/12/000910 12/14/2020 API	15.50 VND 012572 PO 20001109 LEWELLENS SERVICES I 5 GAL LEWELLEN 11/30/20						5322690
2020/12/001319 12/17/2020 API	919.01 VND 007099 PO 20001188 SUNDOWNER AVIATION L reimb fuel sales 11/1-11/30/20						5323159
2020/12/001319 12/17/2020 API	1,548.30 VND 007099 PO 20001128 SUNDOWNER AVIATION L hangar rent Nov						5323159
2020/12/001324 12/17/2020 API	297.91 VND 003668 PO 20001176 LOCAL WASTE SERVICE Airport waste 12/1-12/31/2020						5323136
2020/12/001325 12/17/2020 API	696.94 VND 005790 PO 20001083 OHIO DEPT OF TAXATIO fuel tax 11/1-11/30/2020						5323152

TOTAL CONTRACTUAL SERVICES 150,000.00 162,500.00 139,587.18 3,477.66 18,898.27 4,014.55 97.5%

#### 531020 TAX APPRAISAL

80780000 531020 TX APPRSL	20,000.00	.00	.00	.00	.00	.00	.0
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TOTAL TAX APPRAISAL 20,000.00 .00 .00 .00 .00 .00 .00

#### 541001 ELECTRIC/UTILITIES

80780000 541001 ELE/UTILIT	25,000.00	4,386.98	4,386.98	.00	.00	.00	100.0
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TOTAL ELECTRIC/UTILITIES 25,000.00 4,386.98 4,386.98 .00 .00 .00 100.0%

#### 543000 REPAIR AND MAINTENANCE

80780000 543000 REPAIR	25,000.00	106,613.02	91,211.51	39,454.79	14,150.92	1,250.59	98.8
2020/12/000347 12/07/2020 API	311.75 VND 002320 PO 20007964 FAIRFIELD CO ENGINEE repair to truck - Airport 11/						5321997
2020/12/001319 12/17/2020 API	700.00 VND 004476 PO 20001181 PRECISION OVERHEAD D Maint Building Reinstalled cabl						5323146
2020/12/001319 12/17/2020 API	38,443.04 VND 015789 PO 20007221 T-BUILT CONSTRUCTION Additional work for electrical						5323203

# FAIRFIELD COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL REPAIR AND MAINTENANCE	25,000.00	106,613.02	91,211.51	39,454.79	14,150.92	1,250.59	98.8%
<b>553000 COMMUNICATIONS/TELEPHONE</b>							
80780000 553000 COMM	2,100.00	2,100.00	1,717.59		.00	382.41	.00 100.0
TOTAL COMMUNICATIONS/TELEPHONE	2,100.00	2,100.00	1,717.59		.00	382.41	.00 100.0%
<b>554000 ADVERTISING</b>							
80780000 554000 ADVERTISE	2,000.00	2,000.00	729.52		.00	1,070.48	200.00 90.0
TOTAL ADVERTISING	2,000.00	2,000.00	729.52		.00	1,070.48	200.00 90.0%
<b>558000 TRAVEL REIMBURSEMENT</b>							
80780000 558000 TRAVEL	200.00	200.00	63.45		.00	.00	136.55 31.7
TOTAL TRAVEL REIMBURSEMENT	200.00	200.00	63.45		.00	.00	136.55 31.7%
<b>560000 MATERIALS &amp; SUPPLIES</b>							
80780000 560000 MATERIALS	15,000.00	15,000.00	8,080.63		265.42	6,398.88	520.49 96.5
2020/12/001319 12/17/2020 API		265.42 VND 002239 PO 20008077 LOWES COMPANIES INC materials & supplies - Airport 5323128					
TOTAL MATERIALS & SUPPLIES	15,000.00	15,000.00	8,080.63		265.42	6,398.88	520.49 96.5%
<b>561000 GENERAL OFFICE SUPPLIES</b>							
80780000 561000 GNRL OFFC	500.00	500.00	.00		.00	300.00	200.00 60.0

YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL OFFICE SUPPLIES	500.00	500.00	.00	.00	300.00	200.00	60.0%
<b>562600 FUEL (GASOLINE/DIESEL)</b>							
80780000 562600 FUEL	250,000.00	250,000.00	235,472.93	14,315.84	14,527.07	.00	100.0
2020/12/000347 12/07/2020 API	14,315.84	VND 005545 PO 20002431 PURVIS BROTHERS INC fuel purchases @ Airport 11/24	5322027				
TOTAL FUEL (GASOLINE/DIESEL)	250,000.00	250,000.00	235,472.93	14,315.84	14,527.07	.00	100.0%
<b>570000 CAPITAL OUTLAY</b>							
80780000 570000 CAP OUT	55,000.00	40,000.00	.00	.00	.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	55,000.00	40,000.00	.00	.00	.00	40,000.00	.0%
<b>574000 EQUIPMENT, SOFTWARE &amp; FIXTURES</b>							
80780000 574000 SOFT	10,000.00	43,575.00	19,393.18	696.26	15,086.00	9,095.82	79.1
2020/12/001319 12/17/2020 API	696.26	VND 002239 PO 20007925 LOWES COMPANIES INC fridge for airport terminal	5323129				
TOTAL EQUIPMENT, SOFTWARE & FI	10,000.00	43,575.00	19,393.18	696.26	15,086.00	9,095.82	79.1%
<b>590310 REFUNDS OF HANGAR DEPOSITS</b>							
80780000 590310 REFUNDS	3,000.00	3,000.00	2,668.00	.00	.00	332.00	88.9
TOTAL REFUNDS OF HANGAR DEPOSIT	3,000.00	3,000.00	2,668.00	.00	.00	332.00	88.9%

# FAIRFIELD COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

JOURNAL DETAIL 2020 12 TO 2020 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL AIRPORT OPERATIONS	557,800.00	629,875.00	503,310.97	58,209.97	70,814.03	55,750.00	91.1%
TOTAL EXPENSES	557,800.00	629,875.00	503,310.97	58,209.97	70,814.03	55,750.00	
GRAND TOTAL	557,800.00	629,875.00	503,310.97	<u>58,209.97</u>	70,814.03	55,750.00	91.1%

\*\* END OF REPORT - Generated by Sharlene Elizabeth Bails \*\*

**An Administrative Approval to retroactively approve the Fixed Base Operation (FBO) Agreement between Sundowner Aviation, LLC and the Fairfield County Airport Authority and the Fairfield County Commissioners**

**WHEREAS**, the Airport Authority Board requested proposals for Airport Management services and to serve as the FBO for the Airport; and

**WHEREAS**, Sundowner Aviation, LLC submitted the only proposal; and

**WHEREAS**, the Airport Authority Board negotiated terms for the FBO Agreement; and

**WHEREAS**, the Airport Authority Board voted to approve the agreement on January 11, 2021; and

**WHEREAS**, the Prosecutor's Office has approved the agreement as to form; and

**WHEREAS**, the Board of Commissioners are a party to this agreement; and

**WHEREAS**, County Administrator Carri Brown has authority for signing contracts up to \$100,000 is permitted as per resolution 2020-03.10.e; and

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**NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:**

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**Section 1.** That the County Administrator approves retroactively the Airport Manager and Fixed Based Operation Agreement.



## AIRPORT MANAGER AND FIXED BASE OPERATION AGREEMENT

THIS AGREEMENT is entered into this 11<sup>th</sup> day of January, 2021, effective as of January 1, 2021 ("Effective Date") at Lancaster, Ohio, between Sundowner Aviation, LLC ("Manager") and The Fairfield County Airport Authority Board ("Authority") and the Fairfield County Board of Commissioners ("Commissioners").

WHEREAS, the Fairfield County Board of Commissioners owns the Fairfield County Airport land and buildings.

WHEREAS, the Commissioners have entered into an agreement with the Fairfield County Airport Authority to operate the Fairfield County Airport, its facilities, appurtenances and certain airport equipment ("Airport");

WHEREAS, the Authority desires that Manager provide airport management of the general aviation, commercial aviation and other activities at the Airport, as set forth herein;

WHEREAS, the Authority desires that fixed base operations be provided to general and commercial aviation at the Airport;

WHEREAS the Manager desires to and is willing to provide such airport management of the general aviation, commercial aviation and other activities at the Airport; and

WHEREAS, the Manager desires to and is willing to provide fixed base operations at the Airport, and to lease certain facilities, appurtenances, and airport equipment from the Authority.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Manager and the Authority agree to the following terms and conditions.

### 1) Term

This Agreement term shall commence on January 1, 2021 through December 31, 2021 with a mutual option to renew for one (1) additional year. The Authority and Manager reserve the right to renegotiate any and/or all parts of the agreement.

### 2) Leased Property

- a) The Authority leases to Manager:
  - i) The Administration Terminal building (1) minus a working space of one desk and filing cabinet. (see Exhibit A)
  - ii) Four (4) T-Hangar Bays
  - iii) Authority owned equipment listed (see Exhibit B)
- b) Unless otherwise agreed to in writing between Authority and Manager, all improvements made to the leased property by Manager shall revert to Authority upon termination of this Agreement.

### 3) Compensation

In consideration for the Manager's compliance with its rights, duties and obligations set forth herein, Manager shall not be required to remit payment to the Authority for its use of the Airport or any of its use of the leased property listed in 2a.

Moreover, the Authority shall pay to the Manager for management of the Airport as set forth herein the amount of

- a) \$4,281 per month (payable after the 1st of each month)
- b) \$.10 per gallon of 100LL sold; to be billed by Manager on the 1st of each month for the prior month's sales
- c) \$.10 per gallon Jet A fuel sold; to be billed by Manager on the 1st of each month for the prior month's sales
  - i) For fuel truck DELIVERY sales, an additional \$.30 (30 cents) per gallon will be paid to the Manager provided that Sundowner Aviation charges the additional \$.30 to the customer. Documentation that the delivery service was completed must be provided to the Authority in the monthly report.
- d) 10 % of hangar bays rental income of Buildings F,G,O,P,Q, & R calculated on a modified accrual basis based on occupancy and completed lease agreements.
- e) All monies received for overnight and one week or less hangar bay rental and ramp rental fees will be split 50/50 between the Manager and the Authority. Compensation to the Manager for temporary hangar bay rentals over one week will be at 10%, see preceding section 3d.

#### 4) Use of Airport Facilities

Manager shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aides, terminal facilities and aircraft parking areas designated by the Authority in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport.

#### 5) Required Services of Airport Manager

Manager is granted by the Authority the exclusive privilege to serve, and Manager agrees to serve as Airport Manager of the Fairfield County Airport, providing full and complete management services at the Airport as follows:

- a. To negotiate with the direction of Authority's designee or of the Fairfield County Board of Commissioners, for goods and services required to conduct Authority or Fairfield County Board of Commissioners' activities specifically delegated to Manager by Authority, however, no contract shall be entered into on behalf of the Authority by Manager in excess of One Thousand (\$1,000.00) without the prior written or e-mailed approval of the Buildings and Grounds designee of the Authority, except for tenant and emergency repairs and services.
- b. To, on behalf of the Authority and during regular business hours, to be on site and act as Agent for the Authority for security related matters and tenant relations, to include the collection of executed leases to the Board Secretary within 24 hours of receipt. (see Exhibit D)
- c. To, on behalf of the Authority to act as a Fairfield County's Airport representative to any economic development opportunities. The Manager should display information from the county's economic development department and ask questions to learn about why clients are using our airport. When discussions with clients may be economic development leads, the Manager and staff should gather contact information and provide it to the Fairfield County

economic development department. The Airport Manager or other personnel should convey professionalism with all clients to further the economic development of the Airport and the County.

- d. The Manager shall not be responsible for performing maintenance and/or repairs to Authority-owned hangars and grounds but shall receive requests for maintenance to such hangars and grounds during regular business hours. All requests shall be forwarded to the Managers Airport Authority liaison or a company or individual approved by the Authority to perform maintenance on such hangars if the cost is estimated less than \$1,000.
- e. The Manager shall be responsible for managing, monitoring and record keeping for the fuel pumps, fuel truck and fuel sales system, and for record keeping and reporting of fuel deliveries and sales to the Authority.
- f. The Manager shall be responsible for maintaining a monthly record of aircraft based at the airport. This record will include the FAA registry N-Number when applicable. The Manager shall submit the record monthly to the board secretary and report the total in the monthly board report.
- g. The Manager or duly authorized subordinate shall attend all meetings of the Fairfield County Airport Authority Board. The Manager shall provide the following information in writing at reach regularly scheduled board meeting:
  - i. T-Hangar Bay Occupancy
  - ii. R-Hangar Bay Occupancy
  - iii. Preceding month new lease/rental agreements
  - iv. Preceding month ramp fees & overnight/weekly, month to month hangar fees
  - v. Fuel Sales (Jet and 100LL) for preceding month and calendar year to date
  - vi. Number of operations for the preceding month (best estimate)
  - vii. Total number of based aircraft (per section 5f)
  - viii. Hangar maintenance issues for preceding month
  - ix. Tenant or public comments from preceding month
  - x. Any incidents (e.g., violations reported to FAA, security breach, runway incursions, aircraft incidents on the airport)
  - xi. Incident reports for any known person injury or property damage during preceding month (see Exhibit E) Person injury reports are to be forwarded to the Fairfield County Human Resource Department

Note: No Conflict of Interest shall exist between the Manager's role as the Airport Manager, Fixed Base Operator, and the tenant of the Airport.

6) Maintenance of Airport Facilities

- a. Manager, at Manager's cost and expense, shall keep the leased premises and grounds as defined in this agreement (Exhibit F) in a neat and orderly condition and shall be responsible for day to day maintenance of the interior of the Administration Building (including but not limited to janitorial services) window washing and general upkeep.
- b. Manager, using equipment and supplies provided by the Authority and at his own expense for labor, shall coordinate with other parties authorized by the Authority the mowing and landscaping upkeep of all improved areas within the confines of the leased property also known as the Terminal Area (Exhibit F). These areas shall be mowed by another party authorized by the Authority not fewer than weekly during the growing season and maintained in such a fashion as not to be a hazard to aviation and to discourage the habitation of such improved areas by wildlife which could be a hazard to aviation.
- c. Except as provided otherwise in this Agreement, Manager shall maintain, or cause to be maintained, the leased premises, as well as all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions at the cost and expense of the Authority, as, in its opinion, are required and necessary for the safe and efficient day-to-day operations of the Airport, unless otherwise provided herein, and unless such maintenance, repairs, replacements or additions are caused by or are in direct result of negligence by another tenant, its employees, agents or invitees. Any issues should immediately be reported to the Authority liaison.
- d. Manager shall immediately notify the Authority, in writing or by e-mail, of any defect or damage to the Leased Property as well as to all public and common or joint use areas of the Airport, including the Air Operations Area, which is not attributable to the day-to-day operation of the Airport. Manager shall immediately notify the Authority as soon as such condition appears. Authority agrees to effect necessary repairs and/or replacements and/or improvements as soon as possible to maintain said Leased Property as well as any kind and all public and common or joint use areas of the Airport, including the Air Operations Area, in a safe usable condition, and to maintain compliance with any and all requirements, orders, directives, and directions of the Federal Aviation Administration, Transportation Security Administration, Fire Marshall, Environmental Protection Administration, Federal Communications Commission or other federal, state, regional or county regulatory agency.
- e. Items of major maintenance to the Leased Property as well as to all public and common or joint use areas of the Airport, including the Air Operations Area shall be the responsibility of the Authority. All costs of maintenance to, and inspection and periodic calibration of navigational lighting, fuel delivery equipment, sewage and water treatment equipment, meteorological equipment and navigational aids shall be the responsibility of the Authority. If any issues are reported to the Manager, Manager shall report the same to the Authority immediately in accordance with section 5d.
- f. Manager shall notify Authority of the results, comments and recommendations of any and all inspections conducted by regulatory agencies.

7) Required Services of Fixed Base Operators

Manager is granted by the Authority the non-exclusive privilege to engage in, and Manager agrees to engage in the business of providing full and complete fixed base operation services at the Airport daily, except for Thanksgiving, Christmas and New Year's Day, during operational hours set by Authority policy, in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. (see Exhibit C)

Such fixed base operation services shall, at a minimum, include:

- a. Ramp service including sale and self-service of aviation fuels, lubricants and other related aviation products;
- b. Apron servicing of aircraft, including itinerant parking and storage for both based and non-based aircraft upon or within the Leased Property;
- c. Customary accommodations and courtesies for the convenience of users, including pilot lounge area, informational services and direct telephone services;
- d. Equipment and trained personnel to remove, upon request, disabled aircraft from those portions of the Airport provided and made available by the Authority for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and directly associated areas which are not leased by Manager or any other tenant on the Airport (Airport Operations Area).

Manager shall have the right to enter into agreement(s) to employ or engage subcontractor(s) to provide some or all the services under Section 7 above, provided that such agreements shall comply with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. The name, qualification and other pertinent data regarding any such subcontractor, along with a copy of any agreements between the Manager and subcontractor shall be submitted to Authority.

The selection, retention, assignment, direction and payment of Manager's employees shall be the sole responsibility of Manager, and Authority shall not attempt to exercise any control over the daily performance of duties by Manager's employees.

Manager shall comply with state and federal law regarding hiring employees and subcontractors, including but not limited to, FLSA, FMLA, Worker's Compensation, ADA, Title VII of the Civil Rights Act of 1964.

8) Compliance with Regulations

- a. Manager, in the conduct of its obligations under this Agreement, shall comply with all Federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the FAA, FCC, EPA and the Authority now or in the future, including but not limited to the Minimum Standards for Aeronautical Activity and FCAA Security Procedures Manual for the Fairfield County Airport with special emphasis on Section 5 and 6, and Manager shall keep in effect and post in a prominent place at the Airport, all necessary and/or required licenses or permits.

- b. Manager agrees that no person, on the grounds of race, gender, color, creed or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport facilities, in the construction of any improvements on, over or under such land and the furnishing of services. Manager shall comply with all other requirements imposed by or pursuant to Title 49, Code of Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended. In the event of the breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Agreement and to reenter and repossess the facilities and hold it.

9) Rules and Regulations Promulgated by the Board

Authority shall provide Manager with a complete and up-to-date copy of all rules and regulations promulgated by the Authority including but not limited to the Minimum Standards for Aeronautical Activity at Fairfield County Airport, a copy of which is attached hereto and incorporated herein by reference as Exhibit C and the FCAA Security Procedures Manual, a copy of which is attached hereto and incorporated herein by reference as Exhibit E. Manager shall serve as an advisor to the Authority or any rule making committee thereof in matters related to Airport operations. Manager shall post and maintain such rules and regulations promulgated by the Authority, in a prominent place at the Airport. Manager shall attend each Board meeting monthly to update the Authority on the status of current operations. Manager will include any unusual incidents to the board at the monthly meeting.

10) Non-Exclusive Right

The Authority reserves the right to grant others certain rights and privileges upon the Airport which are substantially like those granted to the Manager, in its capacity as a fixed based operator only, under this Agreement. If so granted, the Authority covenants and agrees that:

- a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the airport as set forth in the Minimum Standards for Aeronautical Activity at Fairfield County Airport and the FCAA Security Procedures Manual;
- b. It will not permit any other operator of aeronautical endeavors or activities to operate on the Airport under rates, terms or conditions which are more favorable than those set forth in this Agreement; and
- c. It will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement with the Authority.

The Authority reserves the right to have access to the conference room located in the Administration Building for its meetings at no charge. The public, upon reasonable notice to Manager, may be permitted access to the same conference room on a first-come-first-served basis at no charge for public meetings during normal posted hours of operation of the Airport. However, Manager shall have the right to deny access to the conference room to the public when such access shall interfere with the conduct of Manager's business activities or meetings of Authority.

Authority reserves the right to close the runway, taxiways, and other areas for maintenance, repair or replacement purposes, and agrees that reasonable notice will be given to Manager of its intent to close the same in other than emergency situations.

#### 11) Authorized Services of Fixed Base Operator

In addition to the services required to be provided by Manager, the Manager is granted by the Authority the non-exclusive privilege to engage in the following services:

- a. Ramp services including loading and unloading of passengers, baggage, mail and freight; providing ramp equipment, aircraft cleaning and other services for air carriers and other persons or firms;
- b. Special flight services, including aerial sight-seeing, aerial advertising, and aerial photography;
- c. The sale of new and used aircraft;
- d. Federal Aviation Administration approved repair, examination and maintenance services of based and non-based aircraft;
- e. Federal Aviation Administration approved flight training services including ground school and testing;
- f. Aircraft rental and lease-back services;
- g. Aircraft charter operations and services, conducted by Manager or subcontractor of Manager under FAR Part 135; and
- h. Retail sale of food/beverages and aviation related merchandise.

#### 12) Qualification of Airport Manager

The Manager may select and appoint a natural person as its agent who also may be the full-time manager of its fixed base operations at the Airport. Such appointment shall be submitted to Authority for approval, which will not be unreasonably withheld.

The Manager shall be experienced in the aviation industry and in business management, a minimum of 3 years' experience or education in the field is recommended. The Manager must be vested with full power and authority to act in the name of the fixed base operator with respect to the method, manner and conduct of the operation of the fixed base services to be provided under this Agreement.

The Manager shall be available at the Airport during regular business hours and, during Manager's absence, a duly authorized subordinate shall be in charge and available at the Airport. Emergency telephone numbers for the Airport Manager and his duly appointed subordinate shall be posted in the Administration Building in such a fashion as to be visible from outside said building.

All necessary trainings and certifications to perform the duties of this contract shall be the responsibility of the manager at his cost.

#### 13) Oversight

Manager shall be empowered to oversee the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by the Authority and shall be authorized to enforce compliance with Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

***NO RIGHT OR PRIVILEGE HAS BEEN GRANTED TO THE MANAGER, AS MANAGER, WHICH WOULD OPERATE TO PREVENT ANY PERSON, FIRM OR CORPORATION OPERATING AIRCRAFT ON THE AIRPORT FROM PERFORMING SERVICE ON ITS OWN AIRCRAFT WITH ITS OWN REGULAR EMPLOYEES, INCLUDING MAINTENANCE AND REPAIR SERVICES UNLESS SUCH SERVICE IS NOT IN COMPLIANCE WITH STANDARDS FOR AERONAUTICAL ACTIVITY AT FAIRFIELD COUNTY AIRPORT.***

14) Non-Competition

Except for those rights reserved by Authority herein, Authority shall not engage directly or indirectly, other than its capacity of landlord, in any of the activities granted to Manager herein.

15) Operating Standards

In providing any of the required or authorized services or activities, Manager shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- a. Manager shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport;
- b. Manager shall furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services at the Airport;
- c. Manager shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service, however, that Manager may be allowed to make reasonable and non-discriminatory discount rebates or other types of price reductions to volume purchasers or charitable causes;
- d. Manager shall provide, at its sole expense, a sufficient number of employees to provide the services required or authorized in this Agreement in an efficient and effective manner;
- e. Manager shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Authority, including the Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

16) Suppliers

Manager shall have the sole right to choose its vendors and suppliers in providing required and authorized services and Authority shall not attempt to exercise any control or influence over the selection of its vendors and suppliers.

17) Independent Contractor Status

In conducting its business, Manager acts as an independent contractor. Manager is liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances will Authority be liable for or required to pay taxes or fees owed by Manager. This includes, but is not limited to, taxes and fees for flight training, mechanical work, and other side business conducted by Manager on leased premises of the Authority.



#### 18) Aerial Approaches

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Manager from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

#### 19) Indemnification

Manager shall assume, defend, indemnify and hold harmless the Authority and the Fairfield County Commissioners, their officers, agents, employees, their successors and assigns, for and from any and all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to person or property of any person, including but not limited to the agents, employees, invitees and licensees of either of the parties hereto and to the property of any of them arising out of or connected with or incidental to, either directly or indirectly, either the leasing, use occupancy or condition of the leased premises, the exercise of the Manager's rights hereunder, or the covenants and obligations of Manager under this Agreement, except to the extent caused by the negligent acts or omissions of the Authority, its employees or agents. Manager shall pay all costs, expenses, claims, fines, penalties, damages and attorneys' fees that may in any manner arise out of or be imposed because of Manager's failure to comply with this Agreement, whether assessed by any governmental body against the Authority as either property owner or as Airport operator. The provisions of this paragraph and the provisions of all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

#### 20) Insurance

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of public liability insurance during the term of this Agreement. Said insurance policy shall contain minimum coverages of One Million Dollars (\$1,000,000) for any one accident.

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of such other casualty or liability insurance policies customary for the business activities contemplated. Manager shall maintain liability insurance that covers premises liability, product and completed operations, personal injury, advertising injury, fire, auto liability, independent contractor's liability, and mobile equipment.

All insurance policies under this Agreement and so maintained by Manager shall include the Authority and the Board of County Commissioners of Fairfield County, Ohio as additional insureds under the terms of the policy. Authority shall provide to Manager a certificate of insurance for Airport and facilities, upon request of Manager.

## 21) Utilities

The Authority agrees to pay the costs of all utilities necessary for the efficient operation of the Administration Building, Authority-owned hangars, exterior security lighting, sewage and water treatment equipment, navigational lighting, navigational aids now installed and to be installed in the future, and all-weather reporting equipment. Such weather reporting, navigational lighting and aids include, but are not limited to, the ASOS, runway lights, taxiway lights, strobe lights, beacon lights, ADF system and localizer system. Authority will pay the cost of trash collections and terminal telephone services.

## 22) Early Termination

- a. This Agreement may be terminated by Manager upon the occurrence of any one of the following events:
  - i. The abandonment of the Airport as an airport or airfield of any type, class or category of airport.
  - ii. The default by Authority in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Authority to remedy, or undertake to remedy, to Manager's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Manager to remedy same;
  - iii. Damage to or destruction to all or a material part of the Airport facilities necessary to the operation of Manager's business if not repaired or replaced by Authority within a reasonable period;
  - iv. The lawful assumption by the United States, or any authorized agency, of the operation, control or use of any substantial part of the Airport in such manner as to substantially restrict Manager from conducting business operations for a period more than ninety (90) days.
- b. This Agreement may be terminated by Authority upon the occurrence of any one of the following events:
  - i. The default by Manager in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Manager to remedy, or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from Authority to remedy same;
  - ii. Manager is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Manager and such receivership is not vacated within ninety (90) days after the appointment of such receiver.

Exercise of the rights of termination set forth in sub-paragraphs 1 and 2 above shall be by written notice of the other party within thirty (30) days following the event giving rise to the termination. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to that or any other covenant or condition.

### 23) Assignment

Manager shall not assign its rights, privileges and obligations under this Agreement without the expressed prior written approval of Authority. Manager shall provide at least thirty (30) days written notice to Authority of its intent to assign, and provide Authority with the name, address and telephone number of the intended assignee.

### 24) Miscellaneous

- a. This Agreement embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect except as agreed to by Authority and Manager, in writing, and shall be binding and inure to the benefit of the parties and their respective successors and assigns.
- b. If any term, covenant or condition of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- c. The validity, interpretation, and performance of this Agreement shall be governed in all respects by the laws of the State of Ohio, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Parties hereby agree that any action, proceeding or claim arising from or relating in any way to this Agreement shall be brought and enforced in the Fairfield County Court of Common Pleas or the United States District Court for the Southern District of Ohio Eastern Division, and Parties irrevocably submit to such jurisdiction, which jurisdiction shall be exclusive. The Parties hereby waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.
- d. The Parties to this Agreement hereby acknowledge and agree that they are the principals and have the power, right, and authority to enter into this Agreement.
- e. All notices required by this Agreement shall be sent by certified mail to the respective addresses listed below or to such other addresses as a party may designate by written notice:

FBO Manager: Patrick J. Rooney  
15800 Burcham Rd  
Logan OH 43130

Authority:  
Fairfield County Airport Authority  
c/o Staci Knisley  
3430 Old Columbus Road, NW  
Carroll, Ohio 43112

Fairfield County Commissioners:  
210 East Main Street  
Lancaster, OH 43130

d. This Agreement is to be construed in accordance with the laws of the State of Ohio.

25) Exhibits

The following documents attached hereto are hereby incorporated into and made part of this Agreement:

- a. Exhibit A – Plan of Premises
- b. Exhibit B – List of Equipment (as of January 1, ~~2019~~ 2021 SAU 11-21)
- c. Exhibit C – Minimum Standards for Aeronautical Activity at Fairfield County Airport
- d. Exhibit D – FCAA Security Procedures Manual (not for public dissemination)
- e. Exhibit E – Incident /Injury Report
- f. Exhibit F – Leased Premises

The parties signed this Agreement on 1/11/ ~~2018~~ <sup>2021</sup> SAW 1.11.21

On behalf of: Fairfield County Airport Authority  
[Signature]  
Glenn R. Burns, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this 11th day of January, 2021, before me personally appeared Glenn R. Burns to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same as his own free act and deed and the voluntary act and deed of the Fairfield County Airport Authority.

[Signature]



On Behalf of: Sundowner Aviation, LLC  
[Signature]

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this 11th day of January, 2021, before me personally appeared Patrick J. Rooney to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same as his own free act and deed and the voluntary act and deed of Sundowner Aviation, LLC.

[Signature]



The legal form and correctness of  
The within document is hereby approved:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

2017-11.16.b

**A resolution authorizing the Agreement for the Operation of Airport Facilities with the Fairfield County Regional Airport Authority – Fairfield County Commissioners**

**WHEREAS**, the Board of Commissioners desires to enter into an agreement for the Operation of Airport Facilities with the Fairfield County Regional Airport Authority, also known as Fairfield County Airport Authority Board; and

**WHEREAS**, Assistant Prosecutor Joshua Horacek has approved the agreement to form; and

**WHEREAS**, the Fairfield County Airport Authority Board approved the agreement in their November 13, 2017 meeting; and

**WHEREAS**, agreement will expire on November 16, 2022; and

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**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:**

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**Section 1.** That the Fairfield County Board of County Commissioners approves the attached agreement for the Operation of Airport Facilities.

# Exhibit A – Plan of Premises

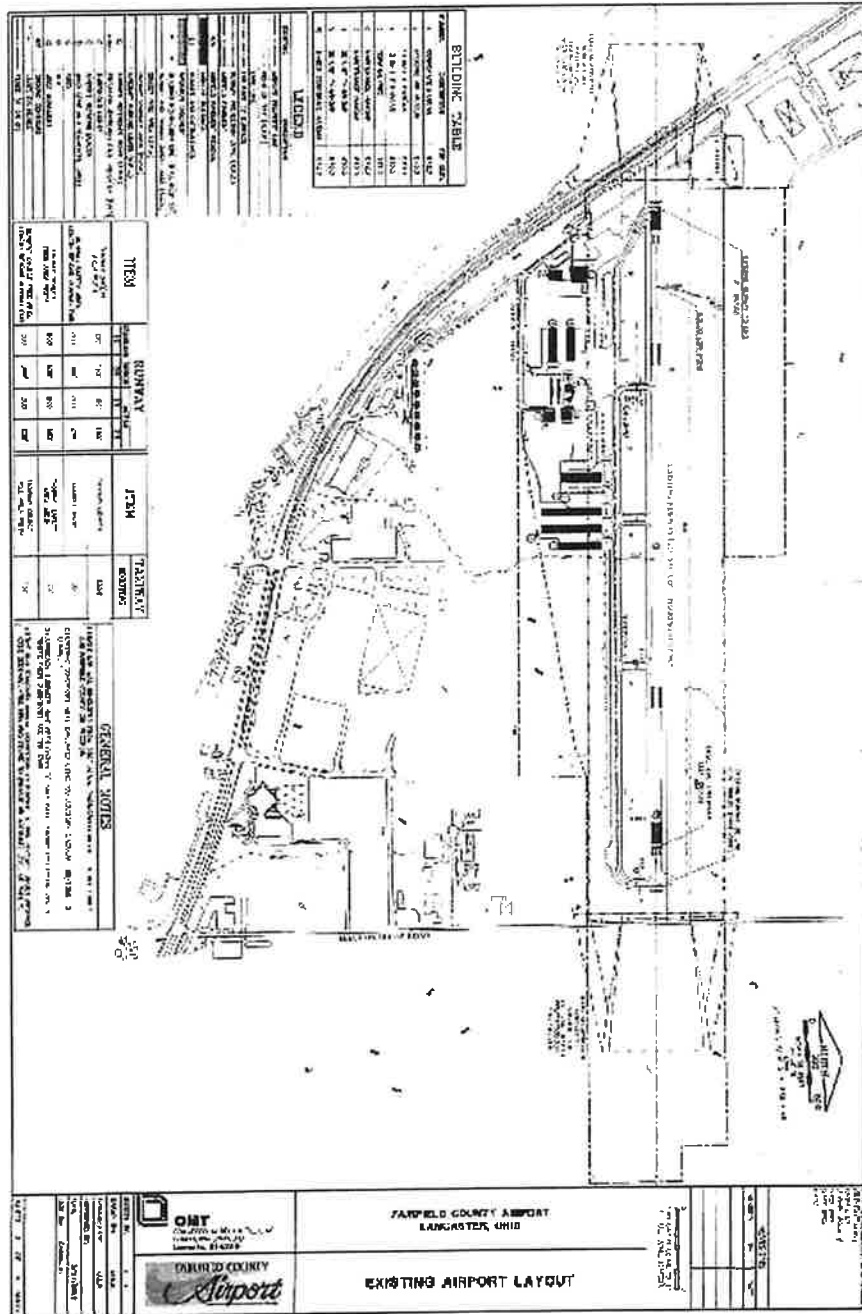


Exhibit B - List of Equipment as of 1/1/2021

DEPT / LOC / CLASS	ASSET	TAG DESCRIPTION	SERIAL	ACQUIRED	VERIFIED
<b>DEPARTMENT: 1260 - AIRPORT</b>					
<b>LOCATION: 310 - AIRPORT</b>					
404 - JANITORIAL/MAINT	1122	BUSH HOG 2715 MOWER	1200523	2008-06-12	
		<i>1 items in this Subclass</i>			
407 - VENDING	00007411	007410A AVGAS PUMP		2004-11-29	
407 - VENDING	00007411	007410B AVGAS PUMP		2004-11-29	
407 - VENDING	00007411	007410C JETA PUMP		2004-11-29	
407 - VENDING	10340	SELF SERVE CREDIT CARD TERMINA		2003-09-30	
		<i>4 items in this Subclass</i>			
418 - SECURITY SYSTEM EQUIPMEN	3795	CAMERA - SECURITY - AXIS P1377-LE	ACC08E56F0E	2020-06-20	
		<i>1 items in this Subclass</i>			
420 - LIGHTING SYSTEM EQUIPMEN	00008201	008208A BEACON & TOWER INSTALLATION		2001-09-26	
420 - LIGHTING SYSTEM EQUIPMEN	2102	EQUIPMENT FOR AIRFIELD LIGHTING	12650	2013-02-28	
		<i>2 items in this Subclass</i>			
425 - GENERAL EQUIPMENT	2271	HIGHLIFT CEILING FAN	MPF6-15051-003-00	2015-02-23	
425 - GENERAL EQUIPMENT	2273	HIGHLIFT CEILING FAN	MPF6-15051-004-00	2015-02-23	
425 - GENERAL EQUIPMENT	6100	SMARTCARD UNIT W/3LINE DISPLAY	18067 TEK244050019008	2020-01-30	
425 - GENERAL EQUIPMENT	14424	SNOW THROWER	1P25B10447	2014-07-25	
425 - GENERAL EQUIPMENT	16698	SMARTCARD CREDIT CARD W/3LINE DISPLAY	18067 TEK244050019008	2020-01-30	
		<i>5 items in this Subclass</i>			
434 - TRACTORS	2675	2017 JOHN DEERE Z915E TRACTOR	1TC915ECEHT054053	2017-05-22	
434 - TRACTORS	3599	JOHN DEERE 5100E TRACTOR W/ACCESSORIES	1LV5100EJK404570	2019-06-05	
		<i>2 items in this Subclass</i>			
435 - TRAILERS	2528	AVGAS REFUELER/TRAILER (FUEL CART)		2016-06-30	
		<i>1 items in this Subclass</i>			
500 - FURNITURE & FIXTURES	10896	BLACK LEATHER OFFICE CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10897	ASHLEY REC SOFA BROWN		2006-07-12	
500 - FURNITURE & FIXTURES	10898	RECLINER LOVESEAT		2006-07-12	
500 - FURNITURE & FIXTURES	10899	ROCKING RECLINER		2006-07-12	
500 - FURNITURE & FIXTURES	10900	ROCKING RECLINER		2006-07-12	
500 - FURNITURE & FIXTURES	10901	ASHLEY END TABLE		2006-07-12	
500 - FURNITURE & FIXTURES	10902	ASHLEY END TABLE		2006-07-12	
500 - FURNITURE & FIXTURES	10903	PUB TABLE		2006-07-12	
500 - FURNITURE & FIXTURES	10904	PUB TABLE		2006-07-12	
500 - FURNITURE & FIXTURES	10905	PUB CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10906	PUB CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10907	PUB CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10908	PUB CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10910	TC BAYRE LOVESEAT		2006-07-12	
500 - FURNITURE & FIXTURES	10911	BLACK LEATHER OFFICE CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10912	BLACK LEATHER OFFICE CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10913	BLACK LEATHER OFFICE CHAIR		2006-07-12	
500 - FURNITURE & FIXTURES	10914	BLACK LEATHER OFFICE CHAIR		2006-07-12	



DEPT / LOC / CLASS	ASSET	TAG	DESCRIPTION	SERIAL	ACQUIRED	VERIFIED
<b>DEPARTMENT: 1260 - AIRPORT</b>						
<b>LOCATION: 310 - AIRPORT</b>						
500 - FURNITURE & FIXTURES	10915	10915	BLACK LEATHER OFFICE CHAIR		2006-07-12	
			<small>19 items in this SubClass</small>			
620 - TRUCKS	1094	1995	FORD F800 DIESEL W/ SNOWPLOW	1FDPF80C7SVA51387	2008-01-03	
620 - TRUCKS	1629	1629	1986 GMC 7000 SIERRA TRUCK	1GDJ7D1BXGV527480	2012-03-18	
			<small>2 items in this SubClass</small>			
623 - DUMP TRUCKS	5013	5013	1996 CHEVY DUMP TRUCK #45	1GBM7H1J4TJ108532	1996-05-10	
			<small>1 items in this SubClass</small>			
630 - TRACTORS	8394	8394	JOHN DEERE 55'10 MFWD TRACTOR	LV5510S351505	2001-08-01	
			<small>1 items in this SubClass</small>			

Note: The above list reflects a verified inventory of this department's fixed assets as of close of business of the date indicated below.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit C – Minimum Standards for Aeronautical Activity at Fairfield  
County Airport

**MINIMUM STANDARDS FOR  
AERONAUTICAL ACTIVITIES  
AT THE FAIRFIELD COUNTY AIRPORT  
(KLHQ)  
LANCASTER, OHIO 43130**

Revised December 8, 2014

## **MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AT THE COUNTY AIRPORT**

**PURPOSE:** The purpose of these Minimum Standards for Aeronautical Activities at the Fairfield County Airport is to establish uniform minimum standards and uniform minimum procedures to govern public and private tenants and aeronautical activities at the Fairfield County Airport to enhance safety.

**POLICY:** To afford any entity or individual, whether public or private, fair and reasonable opportunity, without discrimination, the opportunity to use or lease available Airport Facilities for the purpose of promoting or engaging in general and commercial aviation operations subject to these Minimum Standards. These Minimum Standards are established based on FAA Advisory Circulars (AC 150/5190-7 dated August 28, 2006 and 150/519006 dated January 4, 2007) All users of the Airport are encouraged to exceed these Minimum Standards, but none will be permitted to fall below these Minimum Standards.

### **SECTION I – IMPLEMENTATION AND APPLICATION**

- A. These Minimum Standards shall apply to all users of the Airport and be incorporated into all leases, use agreements, permits and the like, by reference.
- B. Any person or entity wishing to use any Airport including but not limited to buildings, hangars, land and the like, whether short term or long term, shall make an application. in writing, to the Authority and shall be furnished a copy of these Minimum Standards.
- C. The application for the use of any Airport facility shall set forth, in detail, the following:
  1. the name and address of the applicant;
  2. the proposed use, facility and/or activity sought. including location and size;
  3. the requested facility, if any, including location and size;
  4. the names and qualifications of the personnel to be involved in conducting such activity;
  5. the proposed duration, in hours, days, months or years, of the proposed use, including set up and tear down;

6. the financial responsibility of the applicant and operator to carry out the activity sought;
7. the technical ability of the applicant and operator to carry out the activity sought;
8. the tools, equipment, services and inventory, if any, proposed;
9. the estimate of costs for any development and improvements;
10. the proposed schedule for construction, if any; and
11. an agreement to provide proof of insurance for such use upon execution of an agreement, including an additional insured endorsement naming the Authority.

## **SECTION II -DEFINITIONS**

**A. Aeronautical Activity.** Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**B. Airport:** Shall mean the Fairfield County Airport.

**C. Airport Facility:** Shall mean any portion of the Airport, including but not limited to parking areas, terminals, hangars, tie downs, rest rooms, picnic areas, fueling areas, runways, taxiways, roadways, access areas and maintenance areas as set forth in the most current Airport Layout Plan.

**D. Airport Manager:** Shall mean any individual or entity appointed by the Authority to oversee the day-to-day operations of the Airport including, but not limited to those functions set forth herein as to be executed by the Authority and ensuring that users of the Airport follow these Minimum Standards. In the event of the appointment of an Airport Manager, such Airport Manager shall have the authority to enforce these Minimum Standards with the advice and consent of the Authority.

**E. Authority:** Shall mean the County Airport Authority including but not limited to its Board of Directors and members thereof. Any and all rights, responsibilities and

duties of the Authority may, at its sole discretion, be designated to an Airport Manager who will carry out such rights, responsibilities and duties as if set forth herein.

**F. Airport Sponsor.** The Fairfield County Airport Authority is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP grant agreement and property conveyances.

**G. Construction Material:** Shall mean all permanent surfaces, excluding glass, which are or will be used on building facades, roofs, and surrounding and decoration.

**H. Flammable:** Shall mean any substance, whether fluid, gas or solid, susceptible to igniting readily or exploding.

**I. Master Plan or Airport Layout Plan:** Shall mean the approved scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by both the Fairfield County Regional Airport Authority and the Federal Aviation Administration, which may be modified from time to time.

**J. Minimum Standards:** Shall mean the minimum qualifications and requirements established herein for Aeronautical Activity at the Airport.

**K. Operator:** Shall mean Private Fixed Based Operator, Private Non-Based Operator, Commercial Fixed Based Operator or Commercial Non-Based Operator, as defined herein.

1. **Private Fixed Based Operator:** A person engaged in Aeronautical Activities on the Airport, while using the Airport as their base of operations, including maintaining aircraft, when the purpose of said Aeronautical Activity is not to secure earnings, income, compensation or profit.
2. **Private Non-Based Operator:** A person engaged in Aeronautical Activities on the Airport, but whose base of operation is not on the Airport, when the purpose of said Aeronautical Activity is not to secure earnings, income, compensation or profit.
3. **Commercial Fixed Based Operator:** A person engaged in Aeronautical Activities on the Airport, while using the Airport as their base of operations including maintaining of Aircraft, when the purpose of said Aeronautical Activity is to secure earnings, income, compensation or profit.
4. **Commercial Non-Based Operator:** A person engaged in Aeronautical Activities on the Airport, whose base of operations is not on the Airport, when the purpose of said Aeronautical Activity is to secure earnings, income, compensation or profit.

- L. Person:** Shall mean any individual, firm, partnership, corporation, company, association, LLC, joint-stock association or governmental entity, including trustees, receivers, assignees or representatives.
- M. Public Facilities:** Shall mean Ladies and Men's rest rooms, lobby and waiting area equipped with seating, drinking water, and telephone. These facilities are to be open to and for the benefit of the public using the Airport during hours of operation.
- N. Self Fueling:** Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to minimum standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.
- O. Fractional Aircraft Ownership.** Fractional ownership programs are subject to an FAA oversight program similar to that provided to air carriers, with the exception of en route inspections. The FAA has for a long time and under certain circumstances, interpreted an aircraft owner's right to self-service to include operators. For example, a significant number of aircraft operated by airlines are not owned but leased under terms that give the operator airline owner-like powers. The same is true for other aeronautical operators such as charter companies, flight schools, and flying clubs, which may not hold title to the aircraft, but through leasing arrangements, for example, retain full and exclusive control of the aircraft for long periods of time. The same is true of 14 CFR Part 91 Subpart K. Fractional ownership companies are subject to operational control responsibilities, maintenance requirements, and safety requirements not unlike 14 CFR Part 135 operators..
- P. Storefront trim:** Shall mean mullions, doors, sills and window frames.
- Q. Sign:** Shall mean any device, light, letter, work, model, banner, pennant, insignia, trade flag, or representation that is designed to be seen from the outside of a building: it advertises activities, goods, produces, services or facilities available

either on the lot where the sign appears or in some other location. The definition includes electric signs in windows or doors.

### **SECTION III - RULES OF OPERATION**

- A. All Aeronautical Activities on the Airport shall be conducted pursuant to the Federal Aviation Administration, the Ohio Department of Transportation – Office of Aviation, the Ohio Revised Code, the Federal Communications Commission and the Authority.
- B. All flight operations will be conducted per standard traffic procedures as outlined in the current Aeronautical Manual and Federal Aviation Regulations.
- C. All flight operations will be planned so as to avoid flight over populated areas whenever possible, particularly low levels and high noise levels, without compromising flight safety.
- D. Special events or demonstrations are only to be conducted with prior approval of all applicable regulatory bodies, including but not limited to the Federal Aviation Administration and Authority.
- E. All persons operating aircraft at the Airport shall hold at least a valid student pilot certificate unless otherwise authorized by the Authority in writing.
- F. Aircraft shall taxi at a safe and reasonable speed for existing conditions.
- G. Aircraft that are unattended shall be properly secured and locked.
- H. Aircraft owner/pilot preventative maintenance and cleaning is to be performed in an area designated by the Authority and shall be confined to that maintenance to which he or she is qualified and permitted to do as specified in Appendix D to Federal Aviation Regulation 43.
- I. All aircraft maintenance other than owner/pilot maintenance shall be completed by a qualified and licensed person or facility who shall enter into maintenance lease agreement with the Authority prior to conducting such maintenance.
- J. No aircraft operating from the Airport shall be operated for hire or to secure earnings, income, compensation or profit unless and until the owner/pilot of such aircraft enters into a lease agreement for such Aeronautical Activity with the Authority.
- K. All aircraft based at the Airport shall be covered by liability insurance with the following minimum coverage:
  - 1. Bodily injury – one hundred thousand dollars per person (\$100,000); Five hundred thousand dollars per accident (\$500,000)



2. Property damage – One million dollars per accident (\$1,000,000)

Proof of insurance shall be submitted to the Authority before or upon execution of a lease, as requested. The Authority and the Board of County Commissioners of Fairfield County shall be named as additional insured.

- L. All fuel products dispensed into aircraft at the Airport shall be approved fuel for the specific aircraft.
- M. Self-fueling will be permitted only when in compliance with the following requirements.
  - a. Self-fueling is accomplished only in the "safe" area designated by the Authority and only when at least 100 feet from the buildings or other hazards.
  - b. Fuel may only be dispensed by pump from trucks and other containers in good operating condition and as approved by the Environmental Protection Agency and the State of Ohio Fire Marshall for fueling purposes.
  - c. The aircraft fuel container and fuel truck must be properly grounded.
  - d. All fuel filters shall comply with standards for the type of fuel being dispensed.
  - e. Smoking during refueling is prohibited. No smoking shall be allowed within 100 feet of the fueling operations.
  - 6. Spills of fuel or oil must be immediately reported to the Authority, Environmental Protection Agency Emergency Response Team, Fairfield County Hazard Materials Team and the Ohio Bureau of Underground Storage Tanks [if appropriate).
  - 7. Aircraft owner is liable for damages to the property and the environment resulting from self-fueling operations. Aircraft owner must furnish proof of adequate liability insurance covering fueling operations to the Authority.
  - 8. An adequate fire extinguisher must be present on the fueling truck or other apparatus and must be fully charged and current.
  - 9. All fueling activities shall be conducted at least 100 feet away from any open flame.
- N. Only those people engaged in the fuel handling, the maintenance or the operation of the aircraft being refueled shall be permitted within 100 feet of the aircraft during refueling.
- O. The Authority shall not be responsible for any loss or damage due to theft, vandalism or otherwise of any aircraft, vehicle, or equipment parked at the Airport or any personal articles stowed therein.

- P. Prior to conducting any parachuting, sailplane or ultralight activities at the Airport, written approval of the Authority must be obtained.
- Q. If any provision of the rules is designated or otherwise declared invalid or inappropriate, the remaining provisions shall continue to be of full force and effect.

**SECTION IV - GENERAL STANDARDS FOR ALL BASED OPERATIONS**

- A. Operator shall show evidence to the Authority of financial responsibility and a good credit rating appropriate to the type of operation anticipated before such operation begins.
- B. Operator shall enter into a lease agreement with the Authority or an approved fixed base operator and meet the standards set for all anticipated aeronautical activities prior to conducting such activities.
- C. Operators shall comply with the Rules of Operation, as set forth herein.
- D. Operators shall not in any manner assign or transfer any interest, in whole or in part, any of the leased property without the prior written consent of the Authority, whether such interest is a lease from the Authority or a sublease from a third party.
- E. Any and all site grading, erection, construction, repairs or remodeling of the leased premises shall be done only with the prior written consent of Authority and to the specifications of the Authority, Local and State building, fire protection, and sanitary codes and regulations and the FAA, where applicable. Written proof of such approval shall be required prior to commencement of any activity. When requested, operators will submit plans and specifications for improvements to the Authority for review, comment and approval.
- F. Operator shall provide to the Authority proof of insurance coverage with the Authority and Board of Commissioners of Fairfield County named as additional insured. Such coverage shall meet or exceed the following limits as to bodily injury, death, or property damage arising out of the operation from the airport.

<u>Bodily or Death Liability:</u>	\$100,000 per person
	\$500,000 per accident

<u>Property Damage:</u>	\$1,000,000 per accident
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- G. Operators who erect new structures shall maintain fire and extended coverage insurance on said structure during the term of the Lease. Insurance coverage shall not be less than eighty percent (80%) of the fair insurance value thereof, or not less than eighty percent (80%) coinsurance basis. All proceeds of such insurance, paid as a result of damage to or destruction of the building, shall be

paid by the insurance company to Operator and Operator shall use such proceeds for repair, rehabilitation and reconstruction of the same or similar Facilities on the leased premises.

- H. Operators who erect new structures shall be required to maintain such structures during the term of the Lease in a manner satisfactory to the Authority, including but not limited to routine maintenance and major repairs.

#### **SECTION V -STANDARDS FOR PRIVATE FIXED BASED OPERATORS**

- A. In addition to the Standards set forth below, Operators shall comply with all the General Standards for all Based Operators as set forth in Section IV above.
- B. Operators desiring to build a new structure shall lease from the Authority a parcel of land of sufficient size for the intended use, as determined by the Authority, including automobile parking, access and surrounding areas. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan. Operator shall be responsible for upkeep and maintenance of all leased property and improvements thereon, including but not limited to snow removal, mowing, and building maintenance.
- C. Operators desiring to build a new hangar must site grade and erect a structure of sufficient size for the intended use, as determined by the Authority. This structure is to incorporate a door with ramp for aircraft.
- D. Operators desiring to build a new hangar shall construct a ramp between said hangar and the public ramp of sufficient size and thickness as determined by the Authority, to provide adequate access and parking area. Construction shall be approved in advance by the Authority and any construction of pavement that will ultimately serve as a public ramp must meet Authority, ODOT, and/or FAA design standards.
- E. No structures shall be erected until plans have been submitted and approved by the Authority and all appropriate government agencies.

#### **SECTION VI - GENERAL STANDARDS FOR ALL COMMERCIAL OPERATORS**

- A. Operator shall meet and comply with the Rules of Operation as set forth herein.
- B. Operator shall pay an annual fee of \$200 for the right to conduct commercial operations from the Airport. The fee shall be prorated for the first year of the lease by dividing the number of days in the year into Two Hundred Dollars and then taking that total and multiplying it by the number of days left in the year with that sum being the total due at the time of signing an agreement with the Authority to conduct such operations. The fee shall be considered part of the lease payments made by fixed base commercial operators.

- C. Operator shall charge reasonable and non-discriminatory prices for all products and services provided. Operator may make reasonable and non-discriminatory discounts, rebates or similar types of price reductions for volume purchases.
- D. Operator shall provide high quality, efficient and prompt service adequate to meet all reasonable demands for such service.
- E. Operator shall maintain an adequate staff of employees with skills, licenses and certificates appropriate for the services offered.
- F. If operator needs to park more than 5 cars inside the fence (AOA) operator will request and airport management will provide a parking plan that considers the operator needs, the tenant's needs and the good of the airport.
- G. Operator is responsible for the safety of the customers they allow inside the airport perimeter fence. The Operator will develop and implement a plan to insure that customer's vehicle or person remain on the access roads and within the immediate vicinity of the operator's business. A customer needing access to ramps, aprons, or unpaved and grass areas within the Airport Operating Area (AOA) shall be escorted by the Operator. This plan will also insure that the Operator's customers and their vehicles never enter the airport Aircraft Movement Area (The Aircraft Movement Area includes runway 10/28, the parallel taxiway to runway 10/28 and the connecting taxiways between runway 10/28 and the parallel taxiway.)
- H. If Airport NOTAMS are needed by the operator they will be coordinated with airport management NLT 24 hours prior to the need. Operators will not attempt to enter any information into the Airport Directory without the coordination of the Airport Board.
- I. Gate codes will not be given out to customers/visitors unless operator has previously met them, and can vouch for their character and know they know the way to the operator's area. Visitors/customers can be met at the gate and escorted to parking to insure they know where to park and what areas to avoid.
- J. Entry gates to the Airport Operating Area will not be left opened for customers except on special occasions and then only with Airport Board permission for each event.

#### **SECTION VII - BASIC STANDARDS FOR COMMERCIAL FIXED BASED OPERATORS**

- A. Operator shall meet and comply with the General Standards for All Based Operators, the General Standards for Commercial Operators and the Standards For Specific Categories of Commercial Fixed Based Operators as set forth herein.
- 
- B. Operator shall be responsible for maintenance and upkeep of all leased property and improvements thereto.

- C. Operator shall provide adequate fixtures and equipment appropriate to the Aeronautical Activity anticipated and keep the same in good condition.

### **SECTION VIII - STANDARDS FOR SPECIFIC CATEGORIES OF COMMERCIAL FIXED BASED OPERATORS**

- A. Category "A" Commercial Fixed Based Operator shall mean those Operators providing: flight training, aircraft charter, air taxi, freight handling, aircraft rental, aircraft sales or sales of aircraft accessories and equipment.

Category "A" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sub-lease with another Fixed Based Operator, to conduct Category "A" Aeronautical Activities on Airport;
  2. comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein;
  3. lease parcel of land in an area designated to be used for such purpose on the Airport Layout Plan;
  4. a) site grade and erect a basic structure, if applicable, of a square footage approved by the Authority for conducting the intended aeronautical activity with adequate square footage of public rest room facilities and waiting area;  
b) if an operator engages in more than one of the above activities, an additional 125 square feet of structure will be required for each additional activity. The public facilities need not be duplicated for multiple activities of an operator. Larger areas may be required dependent on specific activity;  
c) all necessary Americans With Disabilities Act requirements shall be met.
  5. lease or construct airport parking ramp or hangar area sufficient to conduct the Aeronautical Activity. Construction of a hangar requires a minimum 3,000 square feet structure in addition to the basic requirement set forth above;
  6. be open least eight (8) hours a day Monday through Friday;
  7. have available on site, during all hours of operation, a person properly certified to conduct the Operator's aeronautical Activities; and
  8. construct an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking area of a size commensurate with the hangars.
- B. Category "B" Commercial Fixed Operator shall mean those Operators providing maintenance to aircraft and engines, aircraft accessories, aircraft radio

equipment, aircraft communications equipment and aircraft navigational equipment.

Category "B" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator, to conduct Category "B" aeronautical activities on Airport;
2. meet or comply with Basic standards for Commercial Fixed Base Operators as set forth herein;
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan:
4. a) site grade and erect a basic structure of 1,000 square feet, including appropriate rest room facilities. If a hangar is required, then the operator will Lease or site grade and erect a structure of 3,000 square feet for conducting the intended Aeronautical Activity, including appropriate rest room facilities and waiting area;  
  
b) if an operator engages in more than one of the above activities an additional 200 square foot of structure will be required for each additional activity;  
  
c) comply with all Americans With Disabilities Act requirements; and
5. construction an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking of a size commensurate with the hangars.

C. Category "C" Commercial Fixed Based Operator shall mean those Operators providing aerial including photography, advertising, application of spraying, dusting and seeding, patrol of pipe lines and patrol of utility lines.

Category "C" Commercial Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "C" aeronautical activities in Airport;
2. meet or comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein;
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan:
4. a) site grade and erect a basic structure of 800 square feet, including appropriate rest room facilities. If a hangar is required, then the operator shall site grade and erect a structure of 3,000 square feet for conducting

the intended Aeronautical Activity, including appropriate rest room facilities and waiting areas;

b) if an operator engages in more than one of the above activities, an additional 200 square feet of structure will be required for each additional activity;

c) comply with all Americans With Disabilities Act requirements; and

5. construct an aircraft ramp between the hangar and the public ramp where applicable to provide adequate access and parking area of a size commensurate with the hangars.

D. Category "D" Commercial Fixed Based Operators means those operators providing storage of aircraft (single volume hangar).

Category "D" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "D" aeronautical activities in Airport;
2. meet or comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein;
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan;
4. lease or site grade and erect a minimum structure of 6,000 square feet for conducting the intended Aeronautical Activity;
5. construct an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking area with the hangars;
6. be open for operation from 8:00 a.m. until sunset seven (7) days per week: and
7. have available on site during all hours of operation a person properly trained to conduct the operations of aeronautical activities.

E. Category "E" Commercial Fixed Based Operator shall mean those operators providing storage of aircraft ("T" hangars).

Category "E" Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "E" aeronautical activities in Airport

2. meet or comply with Basic Standards for Commercial Fixed Base Operators as set forth herein;
  3. lease from the Authority all land between the edges of the taxiways serving the hangars and an additional twenty feet at the end of hangars for automobile parking. The leased Parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan;
  4. lease or site grade and erect a structure of at least six units with a clear door opening at least forty feet and height at ten feet for conducting the intended Aeronautical Activity; and
  5. construct an aircraft between the hangar and the public ramp, where applicable, to provide adequate access and parking area of a size commensurate with the hangars.
- F. Category "F" Commercial Fixed Based Operator shall mean those operators selling aircraft fuel products and aircraft engine/lubrication products.

Category "F" Commercial Fixed Based Operators shall:

1. meet or comply with the Basic Standards for Commercial Fixed Based Operators as forth herein;
  2. lease from the Authority at least 12,000 square feet of land. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan;
  3. lease or install at least 10,000 gallons of EPA approved fuel storage facilities per product with appropriate pumping and metering equipment;
  4. operator will maintain and offer for sale at least 100 LL aviation fuel;
  5. lease or construct at least 6,000 square feet of ramp area to provide adequate access to refueling pumps;
  6. be open from 8:00 a.m. until sunset seven (7) days per week, at a minimum;
  7. have available on site during all hours of operation a person properly trained to conduct the Operator's aeronautical activities; and
  8. comply with the fueling and fuel truck requirements contained in Section III hereof.
- G. Category "G" Commercial Fixed Based Operator shall mean those operators providing transportation of persons for skydiving, skydiving instruction, and rental/sales of skydiving equipment.



Category "G" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sub lease with another Fixed Based Operator, to conduct Category "G" Aeronautical Activities on the airport,
2. comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein,
3. the operator shall have available for skydiving, either owned or under written lease to the operator, at least one properly certificated aircraft that is suitable and appropriate for skydiving operations. The aircraft shall have liability insurance with the minimum coverage as specified in Section III K.
4. the Operator shall meet or exceed the Basic Safety Requirements (BSR) as administered by the United States Parachute Association (USPA), FAR 105, and related FAA Advisory Circulars. The jump plane pilot must hold at least a commercial pilot certificate, at least a FAA Second Class Medical Certificate, and be appropriately rated for the aircraft being operated.
5. individual skydivers shall meet at least the minimum insurance types and amounts equal to USPA's individual member insurance. If attainable, a skydiving firm should carry the same insurance coverage as any other Specialized Aviation Services Operator (SASO) on the airport with similar risk.
6. all skydivers will be required to sign a waiver prior to participating in a jump to the Airport and meet the minimum insurance requirements as specify in the USPA standards. This waiver will specifically include an absolute and irrevocable waiver of liability of Fairfield County, the Fairfield County Commissioners, the Fairfield County Airport, the Fairfield County Airport Authority Board, the Airport Manager, Fairfield Air Ventures, and any other person or entity that operates or uses the Airport as well as each of those entities' respective officers, directors, trustees, operators, employees, agents, representatives, attorneys, and others who work for, on behalf of, or in connection with any of the foregoing entities.
7. each skydiving operator/operation shall use only the Authority designated drop zone. For special events (i.e. air show), a request maybe made to the Authority for using a temporary alternate site on the airport.
8. shall have available on site, during all hours of operation, a person properly certified to conduct the Operator's aeronautical Activities;

#### **SECTION IX - NOTICE AND HEARING**

Upon the filing of an application to conduct Aeronautical Activities at the Airport with the Authority, such shall be considered at the next scheduled meeting of the Authority. If no meeting is scheduled within thirty (30) days from the filing of such

application, a meeting shall be called for consideration of the application and notice thereof given to the applicant.

If the application involves conduct of Aeronautical Activity for commercial purposes, all other persons then conducting commercial Aeronautical Activities on said Airport shall also be notified of the filing of such application and the time and place of the Authority meeting to consider the application.

Upon consideration of the application the Authority shall determine whether the applicant meets the standards and qualifications as herein established. The Authority shall also determine whether such application should be granted in whole or in part. If the application is approved in part, the Authority shall make the determination, at that meeting, the exact terms conditions of the partial approval.

### **SECTION X - LEASES OR CONTRACT**

Upon approval of any application, the Authority shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the Aeronautical Activity shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- A. Original and continued compliance with the Minimum Standards of each authorized Aeronautical Activity. The lease shall refer to and incorporate these Minimum Standards. Failure to comply after notification of violation may constitute grounds for the immediate termination and cancellation of the lease at the full and final discretion of the Authority.
- B. Any structures or facility to be constructed or placed upon said Airport shall conform to all then current safety regulations. building codes and fire codes of the State of Ohio, the Ohio Environmental Protection Agency and Fairfield County.
- C. Construction, once commenced, will be diligently pursued to completion.
- D. performance bonds commensurate with the value of the construction shall be required and shall be delivered to the Authority prior to the commencement of any construction activities.
- E. The Airport Authority shall reserve the right to modify or alter these standards from time to time; however, any increase or expansion in the standards shall not apply retroactively to an existing lease but would be applicable at the time of renewal or extension of any leasehold term.
- F. In the event Operator funds for the completion of any facilities to be placed or constructed on the Airport, Operator must show proof of approval of the lender for such activities.

## **SECTION XI - BUILDING STANDARDS**

These Building Standards are set forth to ensure a mechanism for evaluating proposed façade treatments, a framework for treatments for hangar construction, and coordinated paint color, building and construction materials, signs, and exterior lighting fixtures.

- A. Construction and design shall comply with all rules and regulations promulgated by the Authority, all appropriate local, state and federal laws, rules and regulations, as applicable. Operators are urged to secure the services of qualified professional architects or designers to ensure compliance with the intention of these guidelines. Design engineers shall be permitted freedom to use sound engineering judgment and discretion in the practice of the profession and shall maintain the responsibility for the technical adequacy of a design. Any deviation from the design and/or construction standards set forth herein shall be submitted to the Authority for review. It shall be in the Authority's sole power to reject or approve such deviations which approval shall be not unreasonably withheld.

### **B. Plan Submission**

A preliminary set of all plans shall be submitted by the Operator to the Authority, for the Authority's review and approval or request for modifications or additional information for clarification. Such preliminary documents shall be submitted to the Authority in duplicate. The Authority shall have a minimum of thirty (30) days to review such preliminary plans. Any requested modifications or additional information shall be submitted to the Authority before such preliminary plans are approved.

A final set of plans shall be submitted, in duplicate, to the Authority for final approval. No work shall take place until and unless the Authority grants such final approval. The final set of documents shall consist of drawings and specifications sealed by a registered engineer or architect and shall comply with the then current Airport Layout Plan. The final approved plans shall include, but not be limited to, parking accommodations, pedestrian walkway accommodations and restroom facility accommodations. No alterations shall be made to the construction plans as approved by the Authority unless further approval for such modifications is first obtained.

### **C. Building Construction Process**

Operator shall not permit the creation of any dangerous, injurious, noxious or otherwise objectionable conditions during the construction project. Operator, or its contractors, may temporarily store the construction materials, construction trailers and other necessary items in conjunction with construction of the project during the construction period at the site. Upon completion of the construction all items necessary for the construction work shall be immediately removed.

A completed building shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable element or condition so as to adversely affect the surrounding or adjoining premises.

No alterations shall be made without conformity with all of the regulations.

#### D. Construction Material

All materials used in the construction of the facility approved by the Authority shall be the same or compatible with the existing facades on the other buildings at the Airport.

Where appropriate to function(s) housed within the newly constructed building, materials used on the street level shall be the same materials as used on the upper stories. In any given building, all openings of similar size and design shall be treated alike.

#### E. Building Material

Construction material shall be limited to metal, brick and stone. No synthetic or artificial materials of any kind shall be used on facades, such as acrylic or plastic, ceramic tile or wood shakes.

#### F. Roofing Material

Roofing material where visible from the street shall be limited to standing seam material. No rolled roofing or asphalt shingles shall be used.

#### G. Storefront Trim

Materials used for these members shall be limited to painted steel, or aluminum pre-finished or painted.

#### H. Miscellaneous

No in-window/room-type air conditions or other mechanical equipment shall be installed at any location in any part of the building having street frontage.

#### I. Pavement

Portland cement concrete, pavers or asphalt shall be used in the construction of corporate clientele parking and associated pedestrian walkways.

#### J. Landscaping

Front, side or rear grassy areas shall be landscaped appropriately. Fences are not to be erected without prior written approval of the Authority.

## K. Signage

Signs may not be attached to roofs, chimneys, smokestacks, stair towers, penthouses, etc.

All signs at the Airport shall be of one of the types listed below:

1. Wall signs: A wall sign attached parallel to a building can project no more than six inches from the building surface, the bottom of the sign shall be at least eight feet above ground level and the top of the sign cannot extend higher than either twenty-five feet above ground level or the lowest point of the roof, whichever is lowest. Moreover, the entire sign shall be affixed to one continuous flat vertical opaque surface.
2. Right angle signs: A right angle sign is one which is attached at a right angle to a building which may have no more than two faces and can project no more than five feet from the building. The bottom of the sign shall be at least eight feet above ground level. No more than one right angle sign is allowed for each entrance door.
3. Direction or Information signs: Requests for permanent signs to indicate the location of an activity or business on the airport shall be submitted to the Authority for approval.

## L. Construction

The following materials/specifications shall be used for construction at the Airport:

1. T-Hangars
  - a. 26 gauge shadow rib type panel, with a 20 year high tensile baked-on enamel finish similar to Kynar 500 paint system.
  - b. 26 gauge R-panel galvalum finish roofing of 1:12 pitch or greater.
  - c. 28 gauge liner interior panel painted.
  - d. Insulate with minimum of 2" vinyl reinforced fiberglass and ventilated with continuous low profile ridge vent system.
  - e. Approximate 42' W x 12' H electric horizontal bifold door with a 3'x6'x8" mandoor required.
  - f. Provide either standard 32' front to back or nested arrangements approximately 50' front to back.
  - g. Electricity available to each hangar unit consisting of one overhead light and least one duplex outlet, grounded.
  - h. Security lighting at each corner of the hangar illuminating the entrance to hangar units.

- i. finished concrete masonry floor slab and foundation on prepared supporting subgrade,

## 2. Single Volume Hangar

- a. Similar to above with exceptions 24 gauge shadow-rib type panel with a 20 year high tensile baked on enamel similar to Kynar 200
- b. Insulate with minimum 4" vinyl reinforced fiberglass.
- c. Minimum 8' wide landscape area around building perimeter
- d. Provide screened parking from adjacent structures.
- e. Door arrangement and building size shall be required by the corporation.
- f. Finished concrete masonry floor slab and foundation on prepared supporting subgrade.

## 3. Colors

- a. Walls: Blue
- b. Trim: White

M. These buildings standards, as these Minimum Standards, are minimum requirements for Aeronautical Activities at the Airport with respect to construction. Operators are encouraged to exceed these standards at every available opportunity.

N. The Authority, at any time during design or construction, shall have the authority to require modification to any engineering or construction detail when required for the protection of the public, compliance with any applicable laws, rules or regulations or when it is in the Authority's best interests.

These standards are hereby approved and accepted this 8<sup>th</sup> day of December, 2014, by the Fairfield County Airport Authority in accordance with a resolution passed by the Airport Authority on this date.

I, Glenn R. Burns, President of the Fairfield County Airport Authority Board, hereby certify that the foregoing is a true copy of the Minimum Standards for Aeronautical Activity at Fairfield County Airport adopted by the Fairfield County Airport Authority Board on December 8, 2014



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## Exhibit D – FCAA Security Procedures Manual (not for public dissemination)

Exhibit D will be shared in print form with the FBO

# Exhibit E - Incident/Injury Report



## INCIDENT / INJURY REPORT (Non-Employee)

Name _____	Male _____	Female _____
Address _____	City _____	State _____ Zip _____
Phone _____	Date of Incident/Injury _____	Time _____ AM _____ PM _____
Reason for visit to facility _____		

Location of incident: _____
Description: (cause of injury, body part injured, type of injury) _____
_____
_____
Did you report injury? Yes _____ No _____ if no, why not? _____
First Aid Required? Yes _____ No _____ Professional Medical Attention Required? Yes _____ No _____
Injured Transported? No _____ Hospital _____ Home _____ Other _____

Witnesses: (Name & Phone Number)
(A) _____
(B) _____
Staff Members: (On Duty)
(A) _____
(B) _____

Additional Comments:
_____
_____
_____
_____
_____

Prepared By: \_\_\_\_\_ Title \_\_\_\_\_  
(Print)  
\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)



# Exhibit F Terminal Area

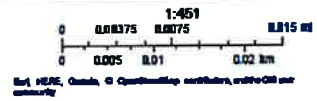
## Exhibit F - Terminal Area



October 15, 2018

### Roads

- Unaccepted Built Roads
- Unaccepted Roads
- Private



Jim Kault

*Jon A. Slater, Jr.*

FAIRFIELD COUNTY AUDITOR  
210 East Main Street  
Lancaster, Ohio 43130-3882

Revisions: 000

**Purchase Order**

Fiscal Year 2021

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **21000747 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2022

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COUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

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SUNDOWNER AVIATION LLC  
15800 BURCHAM ROAD  
LOGAN, OH 43138

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COUNTY COMMISSIONERS  
210 E MAIN STREET  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
740-603-5128		903	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2021	7099			AIRPORT AUTHORITY

NOTES

PO Requisitioner Name : Lauren Strobe  
E mail Address : lauren.strobe@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	airport manager GL Account: 80780000 - 530000	1.0	EACH	\$51,372.00	\$51,372.00

GL SUMMARY	
80780000 - 530000	\$51,372.00

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$51,372.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2021

*Jon A. Slater, Jr.*  
Auditor Fairfield County, OH

**Purchase Order Total \$51,372.00**


**For Department Use ONLY**

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A.  Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
  - 1.  Under \$50,000
  - 2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  - 3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  - 4.  Professional Services (See R.C. 307.86)
  - 5.  Emergency (Follow procedure under ORC 307.86(A))
  - 6.  Sole Source (attach documentation as to why contract is sole source)
  - 7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
  - 1.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  - 2.  Obtained 3 quotes for purchases under \$50,000
  - 3.  Purchase Order is included with Agreement

Signed this 12th day of January, 2021.

  
\_\_\_\_\_  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***



Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **SUNDOWNER**  
Date: **1/12/2021 11:40:49 AM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
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The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Prosecutor's Approval Page

**Administrative Approval No. AA.01.13-2021.a**

**An Administrative Approval to retroactively approve the Fixed Base Operation (FBO) Agreement between Sundowner Aviation, LLC and the Fairfield County Airport Authority and the Fairfield County Commissioners**

(Fairfield County Commissioners)

Approved as to form on 1/12/2021 1:54:32 PM by Joshua Horacek,, Assistant Prosecutor

A handwritten signature in black ink, appearing to read "J. Horacek", is positioned above the typed name.

Joshua Horacek, Assistant Prosecutor  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

**Administrative Approval No. AA.01.13-2021.a**

**An Administrative Approval to retroactively approve the Fixed Base Operation (FBO) Agreement between Sundowner Aviation, LLC and the Fairfield County Airport Authority and the Fairfield County Commissioners**

(Fairfield County Commissioners)

Approved on 1/13/2021 5:15:46 PM by Carri Brown, County Administrator, pursuant Ohio Revised Code 305.30 and resolution 2014-09.30.a

A handwritten signature in blue ink that reads "Carri J. Brown". The signature is written in a cursive style with a large, stylized initial "C".

Carri Brown, County Administrator  
Board of County Commissioners  
Fairfield County, Ohio