

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

Meeting to order

Glen Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Glenn Burns, Bill McNeer, Pat Ferguson, Jon Kochis, Bill Fagan, Rick Szabrak, and Michael Kaper. Also present were Staci Knisley, Greg Heaton, Kip Kelsey, Al Moyer, Eric Meister, Pat Rooney and James Shadd.

Opportunity for the Public to Address the Board

No members of the public addressed the Board.

Election of Officers

On motion of Bill McNeer and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve that the officers, President and Vice President remain the same as 2019:

Glenn Burns, President

Pat Ferguson, Vice President

Roll call vote of the motion resulted as follows:

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

Motion passed.

Minutes for the December 9, 2019 meeting

Mr. McNeer asked the Board to review the minutes relating to the section of the minimum standards relating to painting.

Approval of the Minutes for the December 9, 2019 meeting

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the December 9, 2019 meeting.

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

Motion passed.

Historical Aircraft Squadron (HAS) update

- **Request for \$1,800 reimbursement/allocation**

McNeer stated that HAS in the past has presented a report that showed their labor and costs for work completed at the Airport.

Mr. Kochis stated that he believes he mistakenly misled HAS to believe that their \$600 rent with the Board of Commissioners would be waived as soon as the Airport Authority Board agreement was approved for mowing and snowing. The agreement was approved in August. The Board of

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

Commissioners agreement is separate than the agreement with the Airport Board. HAS is requesting that October, November, and December rent in the amount of \$1,800 be reimbursed.

Mr. Kochis asked HAS if they would have signed the mowing and snow removal agreement with the Airport Board knowing the rent was not waived.

Mr. Kelsey stated that it would not have made any difference. He stated that Mr. Kochis and the Airport Board have been very fair with HAS.

Mr. Kochis originally encouraged HAS to bring the request up to have a conversation with our Board.

Approval to process payment in the amount of \$1,800 to the Historical Aircraft Squadron (HAS)

On motion of Glenn Burns and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve to process payment to Historical Aircraft Squadron (HAS) in the amount of \$1,800.

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

Approval to appropriate from unappropriated into a major expenditure object category for contractual services in the amount of \$1,800

On motion of Jon Kochis and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve to appropriate from unappropriated into a major expenditure object category for contractual services in the amount of \$1,800 (See Financial Resolution FR 2020-1.13.a)

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

TABLED Motion on 12/9/2019 - Approval to accept the Historical Aircraft Squadron (HAS) lease agreement with the Board of Commissioners

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to remove the tabled motion, the Approval to accept the HAS lease agreement with the Board of Commissioners.

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

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

Abstaining was: Ferguson

Motion passed.

Mr. Kochis asked the Board to review the agreement between HAS and the Board of Commissioners. He stated that the Airport Board does not need to sign the lease, we the Board are just accepting the lease for recommendation to the Board of Commissioners as a show of support. Mr. Heaton with CMT did some research and we feel comfortable that this agreement will not impact the Federal Aviation Administration (FAA) grants in the future.

Approval to support and accept the HAS lease with the Board of Commissioners

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to support and accept the HAS lease with the Board of Commissioners (See attached to minutes)

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

Abstaining was: Ferguson

Motion passed.

Sundowner Aviation/Airport Manager Update – Monthly Board Report

a. Monthly Report

Mr. Shadd reviewed the monthly report, see attached to minutes. One of the awnings on Hangar J has been fixed. The other awning will be finished soon.

Standing Committee Updates:

Airport Improvement – Jon Kochis

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

Mr. Heaton reviewed the Engineer’s Summary Report, see attached to minutes. Taxiway Delta is targeted to start around May 1, 2020. He can brief the board next month (February) to prepare the information and notice for pilots and tenants using the runway.

Mr. Kochis reviewed the agreement with CMT for the engineering services for the rehabilitation of Apron B and C1 project. This project will be funded through Fiscal Year (FY) 2020 ODOT Airport grant. He recommended approval.

Approval of Crawford Murphy & Tilly, Inc. (CMT) agreement for engineering services for the rehabilitation of Apron B and C1 project with a not to exceed of \$ 35,000

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the CMT agreement for engineering services for the rehabilitation of Apron B and C1 project with a not to exceed of \$35,000. (See attached to minutes)

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

Mr. Heaton reported that the project will start as soon as possible to get completed by winter.

Mr. Kochis stated that after this project is complete, he would like ODOT to give us assessments on our pavement projects.

Mr. Heaton also reported that in late January 2020 there is a follow-up call relating to additional FAA grant dollars relating to the master plan update.

Mr. Kochis stated that the Board of Commissioners are interested in learning on how the Airport ties into to Economic Development. The master plan update will help with that.

Mr. Heaton reported that JOBS Ohio has approved dollars for additional sites targeted for Airports. He would like to know more about that.

Mr. Szabrak will follow-up with the details.

b. Storm Water System Rehab

• **Tile Repair – Kull Excavating**

Mr. Kochis reported that the work should be starting soon on the infield work. They talked about the south ditch that goes from the culvert under the runway out to our property line. In the spring he will come to the Board with estimates. We will have to look at the budget and cash projection once we receive the estimates. Additional appropriations may be needed.

• **Approval of not to exceed the amount of \$3,000 with Fairfield County Soil & Water for spraying at the Airport in 2020**

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the not to exceed the amount of \$3,000 with Fairfield County Soil & Water for spraying at the Airport in 2020. (See attached email for details)

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

Mr. Kochis recommended that HAS try hard to get within 6 inches of the fence when mowing.

- MS4 training

Mr. Kochis reviewed with the Board and Sundowner Aviation the training materials for the MS4 annual training. (See attached to minutes)

- Snow Removal Equipment (SRE) building

Mr. Kochis reported that he proposes that the new building be built on top of the existing concrete pad at the former Med-Flight Property. The Board of Commissioners will lead and fund the project in exchange of their 2020 allocation of \$75,000. They will use CMT for the engineering services.

Mr. Kochis reviewed the cash projection (see Airport General Operation Projection attached to minutes) relating to removing the \$75,000 Commissioners allocation. This is the yearly allocation that the Board of Commissioners give the Airport Board. For 2020, the current projection shows that we will expend \$64,000 more than income received. Carryover cash is still healthy, and if asked, we want to build a new hangar but we are waiting on the strategic master plan to be completed. We have 8 people on the current hangar waiting list. The building would still be owned by the Board of Commissioners just like other buildings and land.

Mr. Moyer asked if the plan would be extended to add more concrete.

Mr. Kochis responded yes.

Approval to proceed with the construction of the SRE building paid by the Board of Commissioners in exchange of not receiving the 2020 allocation of \$75,000

On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve to proceed with the construction of the SRE building paid by the Board of Commissioners in exchange of not receiving the 2020 allocation of \$75,000.

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

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

Mr. Kochis added that he will proceed with exterior electrical work and advertising signage at the former Med-Flight property. Also, the old localizer/bridge in that area might be used as a space for advertising or storage. It has a good vantage point to Route 33.

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

Nothing new to report.

Community Relations – Michael Kaper & Rick Szabrak

Mr. Kaper reported that he received an email from a lady in Germany asking for promotional material relating to Fairfield County Airport.

Mr. Shadd recommended that the anniversary celebration glass be sent to her.

Mr. Rooney recommended that she be referred to the Visitors and Convention Bureau.

Mr. Kaper will follow-up with her inquiry.

Facilities and Grounds – Michael Kaper & Bill Fagan

- Terminal Roof Warranty

Mr. Kochis reported that CCS Roofing who was the roof installer contacted Firestone the manufacturer relating to the warranty. He will follow-up with the Board next month on the status.

- Quote for Spill Bucket repair based on BUSTR inspection

Mr. Kochis reported that the Bureau of Underground Storage Tank (BUSTR) inspection report (see attached to minutes) stated that we had issues with our spill buckets. It is where the tank gets filled, it is supposed to collect any spill fuel that gets syphoned back into the tank. None of our spill buckets work properly. We must act on this. There is a quote from Superior Petroleum Equipment for \$20,405. He has solicited a few other quotes but does not have them yet. He recommends that the Board make a motion with a not to exceed of \$20,405 so they can proceed with the repair. He is hopeful the other quotes will come in at a lower cost.

Mr. Kochis reported that the job project scope is to cut the concrete out and dig down to the top of the tank on all 3 tanks and then install a new pipe stack and backfill it with PVC protector drain system and fill with concrete. The fuel truck could be a contributing factor according to Advance Fuel Systems. Sundowner has already made a policy change with parking the fuel truck in a different location. We might want to consider a metal hut to protect the truck.

Approval to proceed with the repair of the spill buckets with a not to exceed of \$20,405

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to proceed with the repair of the spill buckets with a not to exceed of \$20,405.

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

Mr. Ferguson stated that the repair will also fix the manholes.

Approval to appropriate from unappropriated in a major expenditure object category for contractual services in the amount of \$21,000

On motion of Rick Szabrak and second of Bill McNeer, the Fairfield County Airport Authority Board voted to appropriate from unappropriated in a major expenditure object category for contractual services in the amount of \$21,000. (See Financial Resolution FR 2020-1.13.b)

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

Finance - Glenn Burns

a. Financial Reports

The Board reviewed the following financial reports:

- Liability Insurance

Mr. Kaper reported that rates across the board have increased. He received quotes from Arthur Gallagher Insurance. The increase in rates went up around 15%. The amount in 2019 was \$2,800 and in 2020 the quote is \$3,220. It was recommended 2 additional coverages. One was WAR coverage that covers terrorism that is specifically excluded in the liability coverage. The 2nd recommendation was to lock in the rates for 3 years. The yearly cost with the additional coverage will be \$3,542. The coverage is effective January 1, 2020.

Approval of the insurance liability and War coverage through Arthur Gallagher Insurance Agency in the amount of \$3,542 annually for 3 years

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the liability insurance and additional War coverage for \$3,542 annually for 3 years. (See attached to minutes)

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

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

- 2020 Airport Cash Projection

Mr. Kochis reviewed the cash projection. (See attached to minutes) It includes \$65K for the paving in the non-eligible grant funded areas, in between the areas.

- 2019 YTD report

- Purchase Order list

- Smart Card Fuel accounts

- Utility cost report

Mr. McNeer stated that the Hangars in Row F electric bills have doubled from the prior month. He asked Mr. Rooney if he had any idea why this increased.

Mr. Rooney stated that possibly a tenant could be using an electric heater.

Dr. Burns stated that there is no policy related to electric heaters.

Mr. Rooney will walk through the hangars to see if there is anything that could be increasing the electric costs.

Mr. McNeer stated that if the increases keep rising, we may have to investigate separate meters again. He realizes installing separate meters is at a high cost.

Mr. Kochis reported that there is no long-term plan for the house, the former Med-Flight property. The traffic pattern for access road is dangerous. He will make some time to assess the inside of the house.

- b. Payment of Bills

- Approval for payment of bills totaling \$8,627.13

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$8,627.13 (See invoice summary attached to minutes)

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

- **Motion to approve retroactively December payments totaling \$13,074.34**

On motion of Bill Fagan and second of Bill McNeer, the Fairfield County Airport Authority Board motioned to approve retroactively December payments totaling \$13,074.34. (See attached to minutes)

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

Security & Safety – Jon Kochis & Bill McNeer

Mr. Shadd reported that Claypool Electric repaired the gate. The sensor is now fixed.

Tenant Relations – Glenn Burns & Bill Fagan

a. Rent Status Spreadsheet

The Board reviewed the rent status spreadsheet.

Ms. Knisley reported that not all tenants are up to date on their increase of monthly rent. She plans to do a full audit by March.

b. Hangar J lease agreement with Sundowner Aviation

Mr. Kaper reviewed the draft lease agreement. The monthly rate and the term still need to be negotiated. The original proposal was 1-3 years.

Mr. Rooney recommended the term be for 3 years.

Mr. Kaper recommended \$825 a month which is \$.15 (15 cents) per square foot.

Mr. Rooney stated that he did not feel that amount was fair. He went out and talked to a business broker. He was told that \$.16 (16 cents) was the national average but not a gold standard. You add and subtract based on what the building has. In comparison to the commercial hangars at the airport, it falls behind. The insulation is not as good and structurally it is not as secure. If you go to a mall, anchor stores get a premium on their rent for bringing customers in. Hangar J brings people in for their service on their aircrafts. The anchor building should get between 10-30% as a premium. If you had the 3% increase, the hangar is worth about \$800 minus the 10% premium I come up with \$720 a month. There is not another hangar that brings people to the Airport.

Mr. Kochis stated that he agrees with Mr. Rooney on his points and it is an economic driving force. Hangar J has restroom facilities. The Airport Board pays for the utility services for the hangar. The intent of the lease is to make the tenant less liable for repairs. He recommends that

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

this lease be treated like Hangar R, a commercial hangar. The proposed lease agreement states that the Airport Board will pay for repairs that are over \$150.

Mr. Rooney stated that the R hangars do not bring business or people to the Airport.

Mr. Kaper stated that it is fair to negotiate a monthly amount. It is the Board's responsibility to operate the airport.

Mr. Kaper recommends the monthly amount be \$800 per month, which is about \$.145 (14 ½ cents).

Mr. Kochis stated that this lease will be subject to a 3% increase annually like all other hangars.

Approval of the Hangar J lease agreement with Sundowner Aviation

On motion of Michael Kaper and second of Rick Szabrak, the Fairfield County Airport Authority voted to approve the Hangar J lease agreement with Sundowner Aviation. (See attached to minutes)

Discussion:

Dr. Burns stated that the board does recognize the importance of what Sundowner brings here relating to their Aircraft Maintenance Service.

Mr. McNeer recommended that the agreement does not include the loft for their use.

Mr. Kochis will add the language to exclude the loft.

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

- c. Monthly Hangar Lease
Nothing new to report.

Web – Bill McNeer & Rick Szabrak

Nothing new to report.

Old Business

None.

New Business

None.

Informational Items

- South Central Power easement

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for January 13, 2020

Mr. Kochis reviewed the easement request located inside the fence at the south boarder of Election House Road. The Board of Commissioners have approved the easement. There is no action needed by the Airport Board. The directional boring on average will be about 5 feet below. We can grant easements within the easement in the future. They are responsible for any repair. Soil & Water will be on site during the boring. There should not be any ground disturbance.

Calendar of upcoming events and other important dates

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

- a. Storm Water Plan – Review and Approve annually - February 2020
- b. Taxiway D project – Strawser will start Spring 2020
- c. FBO agreement expires 12/31/20
- d. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- e. CMT Master agreement expires 9/9/2021 (option to extend 3 one-year extensions)
- f. Legal Services agreement with County Prosecutor expires 12/31/2021
- g. FAA lease for space expires 9/30/2022
- h. HAS mowing and snow removal contract expires on 9/30/2022
- i. Lease with Board of Commissioners to operate facilities expires on 11/16/2022

Adjournment

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 7:18 p.m.

Next meeting is Monday, February 10, 2020 at 6:00 pm at the Airport Terminal

Meeting minutes for the January 13, 2020 meeting were approved on February 10, 2020.

Aye
Glenn Burns

Aye
Bill Fagan

Absent
Rick Szabrak

Aye
Jon Kochis

Aye
Michael Kaper

Aye
William McNeer

Aye
Pat Ferguson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

A resolution to approve the lease agreement with the Historical Aircraft Squadron (HAS) – Fairfield County Commissioners

WHEREAS, at the Fairfield County Airport Authority Board meeting held on January 13, 2020, the Board motioned to approve to support and recommend that the Board of Commissioners approve the attached lease agreement with HAS for the space located at 3266 Old Columbus, Road, NW, Carroll, Ohio 43112; and

WHEREAS, the attached is a zero-dollar lease agreement; and

WHEREAS, the lease agreement is effective January 1, 2020 and expires on December 31, 2029; and

WHEREAS, the lease agreement was signed by HAS on January 13, 2020; and

WHEREAS, the lease agreement was signed and approved by HAS on January 13, 2020

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

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

Section 1. That the Board of County Commissioners approves the attached lease agreement with HAS effective January 1, 2020.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered in the 21st day of January, 2020, by and among the FAIRFIELD COUNTY BOARD OF COMMISSIONERS, a governmental instrumentality whose address is Fairfield County Courthouse, 200 East Main Street, Lancaster, Ohio 43130 (hereinafter "Lessor"), the FAIRFIELD COUNTY AIRPORT AUTHORITY, a governmental instrumentality whose address is 3430 Old Columbus Road, Lancaster, Ohio 43130 (hereinafter "Authority"), and the HISTORICAL AIRCRAFT SQUADRON, INC., an Ohio not-for-profit corporation whose principal place of business is located at 3266 Old Columbus Road, Carroll, Ohio 43112 (hereafter "Lessee").

RECITALS

WHEREAS, Lessee is a not-for-profit corporation and recognized as a tax-exempt charitable organization pursuant to the provisions of §501(C)(3) of the Internal Revenue Code; and

WHEREAS, Lessee is dedicated to the restoration, preservation, and display of military aircraft, equipment and artifacts; and

WHEREAS, Lessor is the owner of a certain real property located in the Township of Greenfield, County of Fairfield, State of Ohio (the "Airport Property"), as such real property is more particularly described in the Exhibit A attached hereto and incorporated herein, on which an airport known as the Fairfield County Airport is located (the "Airport"); and

WHEREAS, Authority operates and manages the Airport; and

WHEREAS, Lessor and Authority have determined that a certain portion of the Airport Property may be used for the purpose of a military aircraft, equipment and artifact restoration and museum facility, which museum facility will be located in the building on the property (collectively the "Facility"); and

WHEREAS, Lessee desires to lease said portion of the Airport Property and to operate the Facility.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1-DEMISE OF LEASED LAND

1.01. Pursuant to ORC §307.09(B), Lessor for and in consideration of the rents, covenants, and conditions herein to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, certain real property, and the Facility located thereon, situated in the Township of Greenfield, County of Fairfield, State of Ohio, as such is more particularly described in the Exhibit B attached hereto and incorporated herein (collectively, the "Premises").

1.02. Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Premises subject to covenants, conditions, restrictions, easements, and other matters of public record.

ARTICLE 2-LEASE TERM

2.01. This Lease shall be for a term of 10 years (the "Lease Term"), commencing on the DATE.

ARTICLE 3-RENTS, TAXES, AND UTILITIES

- 3.01. Lessee agrees to pay monthly rent to Lessor in the following amounts: Zero Dollars (\$0.00).
- 3.02. Lessee shall pay all personal property taxes associated with its (not Lessor's or Authority's) use, ownership, and/or storage of Lessee's personal property on the Premises, if any.
- 3.03. Lessee further agrees to pay as additional rent hereunder any and all charges for water, heat, gas, electricity, and/or LP gas, etc., used by Lessee in the operation of the Premises and all maintenance costs thereof.
- 3.04. Lessor shall pay all real property taxes associated with the Premises, if any.

ARTICLE 4-USE OF PREMISES

- 4.01. Lessee shall have the right to use the Premises for the following purposes:
 - (i) restoration and repair of museum quality aircraft or parts of aircraft and the storage of restored or unrestored museum quality aircraft or parts of aircraft;
 - (ii) restoration and repair of military equipment and artifacts and the storage of restored or unrestored military equipment and artifacts;
 - (iii) maintenance of a museum facility for the display of aircraft, aviation, and/or military equipment, artifacts, and memorabilia;
 - (iv) the hangering of aircraft and/or equipment;
 - (v) allowing third parties to use the Premises for events without charging rental fees with the exception of the recoupment of fees associated with the event including, but not limited to, janitorial, security, set up and tear down curtains, tables and chairs, etc.; and
 - (vi) any and all activities which are collateral and reasonably related to any of the forgoing purposes, provided, however, that any outside storage of aircraft, aircraft parts, military or civilian equipment, and artifacts must be first approved by Authority, which approval shall not be unreasonably withheld.

Said use shall at all times be in accordance with the zoning restrictions applicable to the Premises. Any other use to the Premises is not authorized hereunder.

- 4.02. The Premises shall not be used for commercial or revenue producing purposes except:
 - (i) maintenance of a museum shop for the sale of articles related to the activities carried out within the Facility and as are usually and customarily sold at aviation/military museum shops;
 - (ii) as Lessee may from time to time receive compensation for the repair and/or restoration parts of aircraft, military equipment and artifacts;
 - (iii) sale of museum quality aircraft, military equipment or artifacts owned by Lessee, whether restored or unrestored;

- (iv) the hanging of aircraft and/or equipment; and
 - (v) collection or charge for admission to the restoration facility and/or museum located in the Facility as such fees are mutually agreed upon among the Lessor, Authority and Lessee.
- 4.03. The Lessee shall not commit or permit the commission by others of any waste on the Premises nor commit or permit the maintenance of any nuisance as defined in the Ohio Revised Code, nor shall Lessee use or permit the use of the Premises for any other unlawful purpose.
- 4.04. Lessee, at Lessee's own cost and expense, at all times during the terms of this Lease agrees to repair and maintain the Premises and, subject to Tenant's Improvements and alterations installed pursuant to the terms hereof, to return the Premises to Lessor at the end of the Lease Term in the same condition as tendered, reasonable wear and tear excepted. At the end of the Lease Term Lessee may remove all of its personal property and trade fixtures from the Premises provided that it repairs any damage caused thereby.
- 4.05. Lessee shall be responsible for maintaining extended property insurance on the Premises including general premises liability coverage and maintain property casualty insurance for any and all of Lessee's personal property located on the Premises. Lessee further agrees to carry sufficient liability coverage for any and all operations conducted on the Premises. All insurance policies shall have a minimum coverage amount of \$500,000.00 for property damage and \$1,000,000.00 for personal injury and death and shall name Lessor as an additional insured and shall otherwise be on terms acceptable to Lessor and Authority.
- 4.06. The Lessee shall not commit or permit the commission of any hazardous acts on the Premises, nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvements thereon. Lessee shall, at his own cost and expense, comply with any and all requirements of the Lessor's insurance carriers to provide for the continuing maintenance of reasonable rates or reasonable fire and liability insurance of the Premises and any improvements situated or to be situated thereon.
- 4.07. Any alterations of structural nature to the Premises shall be subject to Lessor's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, non-structural alterations may be made without the prior written consent of the Lessor; provided, however, that upon the termination or other expiration of the Lease the Lessor may direct the Lessee to remove at Lessee's cost any alterations which are not submitted to Lessor for Lessor's reasonable approval. All alterations shall comply with zoning and regulatory restrictions applicable to the Premises.
- 4.08. Lessee agrees to allow Lessor to use the Premises for events associated with Fairfield County government at Lessor's request with at least 30 days' notice.

ARTICLE 5-OCCUPANCY OF FACILITY/TENANT IMPROVEMENTS

- 5.01. Lessor and Authority represent and warrant that the construction of the Facility is complete or will be complete prior to the Commencement Date and a certificated of occupancy will be received prior to the Commencement Date, and that all necessary approvals related to the construction and occupancy of the Facility have been received or will be received prior to the Commencement Date. Lessor and Authority further represent and warrant that the blacktop on the area surrounding the Facility will be completed prior to the Commencement Date.
- 5.02. Lessee shall be permitted to construct and install certain initial interior improvements to the Facility, including but not limited to, offices, utility rooms, restrooms, kitchen, walls, partitions, carpeting and other floor coverings, and computer, telephone and other wiring (the "Tenant Improvements"). Said Tenant Improvements shall be subject to Lessor's and Authority's reasonable approval, which approval shall not be unreasonably withheld or delayed. Lessor and Authority shall be responsible for the costs and expenses related to the Tenant Improvements, including without limitation the cost of materials; provided, however, that Lessee shall be responsible for all labor costs related to the installation and construction of the Tenant Improvements. Tenant Improvements shall not include trade fixtures, machinery, equipment or other articles of personal property owned by Lessee. The Tenant Improvements shall at all times comply with all relevant laws, rules and regulations applicable to the Premises, including, but not limited to, those imposed by Lessor, Authority, Greenfield Township and the State of Ohio.

ARTICLE 6-INGRESS AND EGRESS

- 6.01. Subject to such statutes, ordinances, resolutions, rules, regulations and orders as may from time to time be enacted, established, or adopted by the Federal Aviation Administration, Lessor, Authority or such other governmental entity, Lessee shall be entitled to the right of ingress to and egress from the Premises by means of existing roadways and taxiways located on the Airport Property, as well as those which may be constructed in the future. Said right of ingress and egress may be utilized by Lessee, its employees, agents, passengers, guests, patrons, invitees, contractors, suppliers, etc., without additional charge to Lessee or such persons.

ARTICLE 7-QUIET ENJOYMENT

- 7.01. The Lessor and Authority warrant and covenant that so long as Lessee is in compliance with the terms of this Lease, Lessee have the right to peaceably have, occupy and enjoy the Premises and all rights, privileges, and appurtenances thereto and which are granted herein, and the Lessor and Authority will defend Lessee's rights in the Premises against all others. Notwithstanding anything else contained herein, Lessee's operation on the Premises shall be conducted in an orderly and proper manner and so as not to unreasonably annoy, disturb or be offensive to others at the Airport.

ARTICLE 8-DISCLAIMER OF WARRANTY

- 8.01. Except as may otherwise be provided for herein, lessor makes no warranties whatsoever with respect to the premises, including without limitation any warranties of merchantability or fitness for a particular purpose.
- 8.02. Except as may otherwise be provided for herein, lessee agrees that lessor shall not be liable for any direct, indirect, incidental, or consequential damages sustained or incurred in connection with the use, operation, or inability to use the premises, including but not limited to loss of profit or revenue, arising out of the use of the premises.
- 8.03. Subject to the terms of this lease and any other written agreement between the parties hereunder, lessee states that it has inspected and accepts the premises and facilities on an "as is" basis and in its current condition.

ARTICLE 9-INDEMNIFICATION

- 9.01. Lessee agrees to indemnify and hold the Lessor, Authority and the property of the Lessor and/or Authority, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Premises, specifically including without limitation, any claim, liability, loss or damage arising: (i) by reason of the injury to person or personal property of the lessee, its agents, officers, or employees; (ii) by reason of any work performed on the Premises or materials furnished to the Premises at the request of the Lessee, its agents or employees; (iii) by reasons of the Lessee's failure to perform any provision of this Lease or to comply with any requirements imposed on it or on the Premise's by any duly authorized governmental agency or political subdivision; (iv) because of the Lessee's failure of inability to pay as shall become due any obligations incurred by Lessee in its operations to be conducted on the Premises; and (v) for any and all environmental clean-up cost(s), penalties, fine(s), etc., associated with or caused by Lessee's operations on the Premises.
- 9.02. Lessor and Authority agree to indemnify and hold the Lessee free and harmless from any and all claims, liability, loss, damage or expense resulting from the Lessor's and/or Authority's activities and/or their use of the Premises and/or the Airport Property, specifically including without limitation, any claim, liability, loss or damage arising; (i) by reason of the injury to person or property from whatever cause while in or on the Premises of the Airport Property or in any way connected with the Premises or Lessor's and/or Authority's personal property of the Lessor and/or Authority, or their respective agents, officers, or employees; (ii) by reason of any work performed on the Premises or the Airport Property or materials furnished to the Premises or Lessor's adjoining property at the request of the Lessor and/or Authority, or their respective agents, officers or employees; (iii) by reason of the Lessor's and/or Authority's failure to perform any provision of this Lease or to comply with an requirements imposed on it or on the Premises by any duly authorized governmental agency or political subdivisions; (iv) because of the Lessor's and/or Authority's failure or inability to pay as shall become due Lessor's and/or Authority's obligations incurred by Lessor and/or Authority in their operations to be conducted on the Premises and/or the Airport Property; and (v) for any and all environmental clean-up cost(s), penalties, fine(s), etc., associated with or caused by Lessor's and/or Authority's operations on the Premises or the Airport Property.

ARTICLE 10-ASSIGNMENT AND SUBLEASE

10.01. The Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in an improvement on the Premises that may now or hereafter be constructed or situated on the Premises, without the express written consent of the Lessor and Authority, which consent shall not be unreasonably be withheld. Any encumbrances, assignments, transfers, or subletting without the prior written consent of the Lessor, whether it be voluntary or involuntary, by operation of law, or otherwise, are void, and shall at the option of the Lessor, terminate the Lease.

ARTICLE 11-DEFAULT/REMEDIES

11.01. It is further agreed that if any rent or additional rent, or any part thereof, shall at any time, be in arrears and unpaid for a period of thirty (30) days after same becomes due and payable or if said Lessee shall fail to keep and perform any of the covenants, agreements, or conditions of this Lease on its part to be kept or performed, or if said Lessee shall abandon or vacate said Premises during the term thereof, or shall make an assignment for the benefit of creditors, or if the interest of the Lessee in said Premises shall be sold under execution or other legal process, or if the Lessee shall be adjudged bankrupt or if a receiver or trustee shall be appointed for the Lessee by any court, or if Lessee ceases to be a not-for-profit organization, the Lessor may, at Lessor's election, at any time thereafter, which such condition exists, give written notice to the Lessee of its intention to cancel and terminate this Lease.

11.02. If such default is in the payment of rent or additional rent and same is not paid within thirty (30) days of written notice thereof, or if such default is in some other condition herein named and Lessee does not commence and diligently pursue the action(s) necessary to remedy such default within (30) days of Lessor's written notice thereof, then the Lessor may accelerate all obligations hereunder, may deem the Lease terminated and may lawfully re-enter the Premises or any part thereof in the name of the whole and repossess the same as of the former estate of the Lessor and expel the Lessee and those claiming under and through him and remove all persons and effects therefrom (forcibly if necessary), without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. No such re-entry or taking possession of said Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost or recovering the Premises, reasonable attorneys fees, and including the worth at the time of such termination of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor. Furthermore, Lessor and/or Authority shall have the right to take over all operations of the Facility from

Lessee, provided that if Lessor and/or Authority exercise said right, it shall not be construed that Authority and Lessor assumed the liabilities, financial or otherwise, of Lessee incurred prior to the date Lessor and/or Authority took over operation of the Facility from Lessee. Such rights shall be cumulative to any other right of remedy which Lessor may have in law or equity.

- 11.03. Lessee may terminate this Lease if Lessor and/or Authority are in default of any covenant, warranty, or obligation arising hereunder, provided, however, that Lessor and/or Authority, as applicable, shall have thirty (30) days from the date of written notice from Lessee to cure such default. Regardless of Lessor's default, Lessee may terminate this lease upon submitting to Lessor a thirty (30) day written notice stating Lessee's intent to end the lease.
- 11.04. Lessor and/or Authority may terminate this Lease if Lessee ceases to operate as a not-for-profit corporation and recognized as a tax-exempt charitable organization pursuant to the provisions of §501(C)(3) of the Internal Revenue Code.

ARTICLE 12-SIGNAGE

- 12.01. Lessee shall have the right to install and operation, at Lessee's expense, signs representing its activities on the Premises, which signs shall be substantially the size, type and location of those of other organizations at the Airport; the number, type, size, design and location of such signs to be subject to the written approval of the Lessor and Authority, which approval shall not be unnecessarily withheld.

ARTICLE 13-GENERAL PROVISIONS

- 13.01. This Lease shall be recorded in the Fairfield County Recorder's Office. All of the provisions of this Lease shall be deemed as running with the land and construed to be "conditions" as well as "covenants" as though the words specifically expressing or impairing covenants and conditions were used in each separate provision.
- 13.02. No failure by either Lessee, Authority or Lessor to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease by each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
- 13.03. Time is of the essence of this Lease, and of each provision.
- 13.04. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the respective heirs, successors, and assigns of the Lessor, Authority and Lessee.
- 13.05. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease

shall be binding or valid. This Lease may only be modified in a writing executed by the parties hereto.

- 13.06. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 13.07. Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture, or of any association between Lessor, Authority and Lessee, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Lessor, Authority and Lessee, other than relationship of lessor and lessee.
- 13.08. The language in all parts of this Lease shall in all cases be simply construed according to its fairest meaning and not strictly for or against the Lessor, Authority or Lessee.
- 13.09. In this Lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes corporation, partnership, firm, or association whenever the context so requires.
- 13.10. Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, implies, or aid in the interpretation, construction, or meaning of the provisions of this Lease.
- 13.11. All references to the term of this Lease or to the Lease Term shall include any extensions of such term.
- 13.12. Parties shall include the Lessor, Authority and Lessee named in this Lease.
- 13.13. In the event Lessor, Authority or Lessee shall bring any action or proceeding for damages or an alleged breach of any provision of this Lease, to recover rents, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover part of such action or proceeding reasonable attorneys' fees, expenses, and court costs.
- 13.14. All notices, demands, or requests from one party to another may be personally delivered or sent by mail certified or registered, postage prepaid, to the addresses set forth above and shall be deemed to have been given at the time of the receipt.
- 13.15. Lessor, Authority and Lessee agree to provide written notice of any change of address or principal place of business.
- 13.16. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 13.17. This Lease is entered into by Lessor, Authority, and Lessee pursuant to resolutions passed accordingly.

IN WITNESS WHEREOF, this Lease has been executed on the date first set forth above.

LESSEE: HISTORICAL AIRCRAFT SQUADRON, INC.

Eric Meister

Eric Meister, President

13 JAN. 2020

STATE OF OHIO:
COUNTY OF FAIRFIELD:

SWORN to before me as a notary public in and for said county and state subscribed in my presence on this 13th day of January, 2020.



STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/2/22

Staci A. Knisley
Notary Public

LESSOR: FAIRFIELD COUNTY BOARD OF COMMISSIONERS

[Signature]
[Signature]
[Signature]

Fairfield County Commissioners Resolution of approval

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): Zero dollar lease with not-for profit
- 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 14 day of January, 2020.

Staci Knisley, Budget Officer/Airport Clerk

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.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve the lease agreement with the Historical Aircraft Squadron (HAS) – Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 1/14/2020 8:05:17 AM by Thomas Lininger,

Resolution No. 2020-01.21.a

A resolution to approve the lease agreement with the Historical Aircraft Squadron (HAS) – Fairfield County Commissioners

(Fairfield County Commissioners)

Upon the motion of Commissioner Jeffrey M. Fix, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

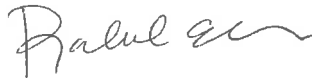
Voting:

Steven A. Davis, President	Aye
David L. Levacy, Vice President	Aye
Jeffrey M. Fix	Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rachel Elsea
Board of County Commissioners
Fairfield County, Ohio

**Fairfield County Airport Authority
Board Meeting, January 13, 2020**

Engineer's Summary Report

1. FY 18 ODOT Aviation Grant Project
Taxiway B Lighting Rehab – Project completed
Final ODOT closeout meeting completed, final documents submitted.
2. FAA FY18 Grant – Construct Taxiway D (design phase)
Grant Close out paperwork initiated, anticipate closeout submittal before the end of January.
3. FY 19 ODOT Aviation Grant – Rehabilitate Terminal Apron
DuraSeal - \$185,907.50 is complete – ODOT closeout inspection completed, final quantity rectification underway. Anticipate final payment reimbursement request Jan 2020.
4. FY 19 FAA AIP Grant Application
Low bidder: Strawser Paving at \$526,654.50
Grant received and executed total amount \$588,654.50 (\$529,789.00 federal, \$29,432.73 ODOT and \$29,432.77 LHQ). Project initiation in Spring 2020. Annual reporting documents and first reimbursement drafts sent Friday.
5. ODOT FY20 – Apron B, C1 Rehab.
Design underway, plans and specs review to be completed by ODOT January 2020. Bidding scheduled for March 2020.
6. ODOT BlackCat portal update.
ODOT is now requiring all direct and matching grants to be submitted and reimbursed through their new BlackCat online portal. Board coordination will be needed to assign at least one member to be familiar with the system for reimbursement and final approvals when needed.
7. FY 20 FAA AIP Grant Preapplication
Master Plan Update scope documents sent to FAA after Planning teleconference. Mid-January meeting to be scheduled to discuss again with ADO.
8. Action Items: Request January Meeting with FAA ADO

2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between Fairfield County Airport Authority, whose address is 3430 Old Columbus Road, Carroll, Ohio 43112, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Provide Design, Bid and Construction Phase Engineering Services for Rehabilitate Apron B and C1 at the Fairfield County Airport.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

Fees for services will be invoiced for time and expenses with the total fee not to exceed \$35,000, without written authorization of the Client and a corresponding change in the scope of services attached.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 13 day of January, 2019. 2020

CLIENT:
Fairfield Co Airport Authority Board
(Client Name)
[Signature]
(Signature)
Glenn E. Burns, President
(Name and Title)
1/13/20
Date

ENGINEER:
CRAWFORD, MURPHY & TILLY, INC.
[Signature]
(Signature)
Greg E Heaton, Vice President
(Name and Title)
1/13/20
Date

CMT Job No. _____

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; ~~and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.~~

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. ~~Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1 1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.~~

7. Indemnification for Release of Pollutants

~~If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.~~

~~If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.~~

8. Risk Allocation Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2019

Classification	Regular Rate
Principal	\$ 220
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 210
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 185
Sr. Structural Engineer II	\$ 170
Sr. Technician II	\$ 155
Aerial Mapping Specialist	\$ 150
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 145
Technical Manager II Environmental Specialist III	\$ 135
Sr. Technician I	\$ 130
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 125
Environmental Specialist II Technician II	\$ 110
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 90
Administrative/Accounting Assistant	\$ 50

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

December 9, 2019

ATTACHMENT C

FAIRFIELD COUNTY AIRPORT LANCASTER, OHIO

Rehabilitate Apron B & C1 Design, Bid and Construction Phase Engineering Services

SCOPE OF WORK

Location: Fairfield Country Airport

Owner: Fairfield County Airport Authority

The consultant shall provide professional services for the design, bid and construction phase services for the Rehabilitate Apron B & C1 pavements at the Fairfield County Airport. The scope generally includes the pavement repairs, milling and overlaying of the Apron B & C1 areas.

The Airport has been awarded funding from the ODOT FY20 Airport Improvement Program. Professional services to be provided by the consultant shall include, at a minimum, civil engineering services required to accomplish the following items:

TASK 1

DESIGN PHASE ENGINEERING SERVICES

1. Compile and field verify the existing site conditions and other data obtained through surveys and other information obtained or provided by the Airport.
2. Develop construction technical specifications and ODOT contract requirements using ODOT base specifications and format. Develop front end documents and prepare final bidding and contract documents including exhibit preparation for those documents. CMT will prepare all technical specifications for inclusion into the final bidding documents.
3. Prepare bidding documents, including plans and specifications, for the project Rehabilitate Apron B and C1 pavement areas in accordance with FAA and ODOT requirements.
4. Prepare a Safety and Phasing Plan, as required, revising the plan to include any comments provided by the Airport during the review process. The Safety and Phasing Plan shall be submitted to the FAA-ADO for review and acceptance following the 70% review submittal. Prepare and file the required FAA 7460 form for construction project at the Fairfield County Airport.

TASK 2
BIDDING PHASE ENGINEERING SERVICES

1. Assist the Airport in placing the advertisement for the construction project. The consultant's fee includes the costs associated with placing the advertisement in the local paper.
2. The consultant shall attend the pre-bid meeting and shall be available to respond to questions from potential bidders.
3. Assist the Airport in plan and specification distribution to prospective bidders.
4. Assist the Airport in reviewing the bids for conformance with the contract.

TASK 3
CONSTRUCTION PHASE ENGINEERING SERVICES

1. Participate in a pre-construction meeting for the project and prepare meeting minutes.
2. Review Contractor's shop drawings, certifications and test results for general conformance with construction documents.
3. Ensure the Contractor remains in compliance with the submitted Safety and Phasing Plan. The Safety and Phasing Plan has been submitted to the FAA-ADO for review. Review the Contractor's submitted Safety Plan Compliance Document.
4. Respond to Contractor's Request for Information (RFIs)
5. Prepare and address design changes, RFIs, and project Change Orders as may be required.
6. Prepare record of final quantities and provide "Record" drawings on AutoCAD Release 2018.
7. Provide part-time construction observation services to observe the construction work for compliance with the contract documents. The consultant shall maintain project photos and track quantities for the project. Construction observation shall be limited to two site visits during construction.
8. Review and approve Contractor pay requests.
9. Participate in the final inspection. Document all punch list items and provide follow-up coordination to help ensure that all punch list items are completed within 30 calendar days.
10. Prepare project closeout documentation for the grant closeout paperwork.

CONTRACT ATTACHMENT - EXHIBIT A - 2019 PROFESSIONAL SERVICES COST ESTIMATE

Fairfield County Airport Authority
Rehabilitate Apron B and C1
19065004

CLIENT

PROJECT NAME

CMT JOB NO.

Prep By	CER
DATE	12/09/19
Approved by	
DATE	12/09/19

TASK NO.	TASKS CLASSIFICATIONS	CURRENT YEAR 2019 HOURLY RATES														TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES									
		Principal	Proj Mgr II	Proj Eng II	Proj Envr Spec II	Proj Arch II	Proj Envr Spec I	Proj Arch I	Sr. Structural Eng II	Sr. Technician II	Aerial Mapping Specialist	Sr. Structural Eng I	Sr. Arch I	Envr Specialist III	Technical Manager II		Sr. Technician I	Eng I Arch I	Envr Specialist	Sr. Planner / GIS Specialist	Envr Specialist II	Envr Specialist / Tech / Proj Admin Assist	Planner I / Tech Mgr I	MAN HOURS & LABOR SUMMARY		
		\$220	\$210	\$185	\$170	\$155	\$150	\$145	\$135	\$130	\$125	\$110	\$90	TOTAL	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE	
1	Preliminary Design		2	8										8										2	28	
2	Final Design, Plans and Contract Documents		2	16										32										2	68	
4	Bid Phase Services		2	4										4										4	18	
5	Project Management		2	8										4										4	10	
7	Construction Phase Services		4	8										16										4	32	
8	Resident Engineering				4									24											40	
9	Project Management		4	8										4											16	
10	Final Inspection			8										4											14	
11	Project Closeout		2	4																					12	
12																										
13																										
14																										
15			18	68										92										20	238	
	TOTAL MAN HOURS																									
	SUBTOTAL - BASE LABOR EFFORT		\$3,780	\$12,580										\$11,500										\$1,800	\$34,060	
																									\$3,450	
																									\$34,510	
	TOTALS	\$34,060	\$450											\$450											\$34,510	
	TIME PERIOD OF PROJECT	2019	2020	2021	2022	TOTAL		EST % OF OT HRS INCLUDED ABOVE		AVERAGE OVERTIME RATE PREMIUM		OT ADJUSTMENT FACTOR		MULTI-YEAR + OT		MLTPLR & AMT										
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		100%																							
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT		1.0500																						\$300	
	ESTIMATED CONTINGENCY																								\$190	
	ROUNDING																									
	TOTAL FEE																									
	MATH CROSS CHECK IS OK																									
	TOTAL FEE																									

Knisley, Staci A

From: Kochis, Jon Patrick
Sent: Monday, October 28, 2019 3:23 PM
To: Knisley, Staci A
Subject: FW: Airport Spray Work

Can you put this on the agenda for next meeting?

From: Jonathan Ferbrache <Jonathan.Ferbrache@fairfieldswcd.org>
Sent: Monday, October 28, 2019 3:13 PM
To: Kochis, Jon Patrick <jon.kochis@fairfieldcountyohio.gov>
Cc: Tommy Springer <Tommy.Springer@fairfieldswcd.org>; Lucht, Chad M <chad.lucht@fairfieldswcd.org>
Subject: Airport Spray Work

Jon,

I am proposing a PO not to exceed \$3,000 for airport spray work for 2020.

- 1 Perimeter fence spray with residual in May of each year, includes spray at old fence posts on north so they can be mowed around.
Spray gravel around west end runway structure in May of each year.
- 2 Spray storm drains, riprap rock areas near east hangar and culvert with water safe 'roundup' once a year, typically May or early June.
- 3 Spot treat stream channel for woody plants and invasive/noxious plants with water safe 'roundup' once a year. County Engineer will mow both banks to waters edge once a year.
- 4 Continue to push back vegetation along the south side of the south fence (Eversole). Access to keys for gates is required. We understand that under Ohio fence law that the owner can enter on up to 10 feet of the neighboring property to maintain the fence. Airport legal counsel should be consulted.
- 5 A broad leaf herbicide along the fence and into the grass will be considered in June/July to help keep vines from encroaching from the adjacent grassed areas. We expect mowers to get within 6 inches of the fence.
- 6 A broad leaf herbicide between the fence and the west runway apparatus will be considered in June/July to help keep vines and broad leaf's from growing. We expect the County Engineer to mow the area once a year.

Jonathan Ferbrache, PLA, CPESC
Professional Landscape Architect and Resource Specialist
Fairfield Soil and Water Conservation District
831 College Avenue, Suite B
Lancaster, OH 43130
jferbrache@fairfieldswcd.org
1-740-653-8154 ext. 3925
1-740-415-3925 Direct Number
1-740-777-7392 Cell

Salt handling to reduce stormwater and groundwater pollution.

December 2019 MS4 Training *held January 13, 2020*

GENERAL KNOWLEDGE

- While Ohio has no rules specifically governing the storage of salt, ORC 6111 prohibits unauthorized discharge of pollutants to waters of the state, including runoff from salt storage. Ohio EPA considers brine created from rainfall that passes through salt piles to be an industrial wastewater that is subject to permitting requirements.
- For facilities where salt piles will be housed within a structure, but operations such as mixing, loading, and unloading will be conducted outside, the location of onsite and adjacent water wells should be considered.
- If the outdoor salt pile is greater than 3,000 tons, special considerations are needed.
- All salt should be stored, mixed, and loaded on an impervious pad to prevent salt from infiltrating into the ground.
- Salt should always be covered when it is stored. The benefits of preventing exposure to rain, snow, and wind are: minimizes salt run-off, therefore minimizing potential contamination, minimizes air transportation and deposition, prevents lumpy salt, which is difficult to load and apply, and minimizes salt loss, which saves money.



<https://images.app.goo.gl/u7Y5amV9izmz35tV9>

OPERATIONS/SALT HANDLING

Good housekeeping: Proper stockpiling, mixing, loading and off-loading of unused salt from spreaders can prevent contact of salt with storm water, thereby minimizing salt runoff and preventing ground and surface water contamination. It is very important that all employees involved with salt handling receive training in the proper practices.

When salt is handled outdoors: Care should be taken to minimize spillage. Salt and sand/salt mixtures that are spilled should be collected and returned to storage as soon as possible. Deliveries should be arranged and placed under cover as soon as possible upon arrival. Excess salt and sand remaining in spreaders following a storm should be returned to storage.

When salt is stored in a structure: If the storage is in a structure, placing the salt directly inside is preferred to unloading it outside and then moving it inside. If the structure is three-sided, the salt should be kept pushed back from the open side to prevent exposure. Sand and salt mixing and loading of spreaders should be indoors.

If it is necessary to mix outdoors, it should be done during dry weather and the mixture should be immediately loaded to a spreader or placed back in storage. Small, temporary piles should be covered with a water-proof tarp. The

Salt handling to reduce stormwater and groundwater pollution.

December 2019 MS4 Training

mixing should be on an impervious pad as close to the storage area as possible. Following mixing and loading operations, **the area should be swept, and the sweepings returned to storage.**



<https://images.app.goo.gl/8hsc5qRgFRrLxpK89>

Outdoor storage: The salt should be covered with a tarp in sections or stages as it is added. While it may be difficult to maintain daily cover for an extremely large pile, every effort should be made to minimize the time that it is uncovered. The time period can be minimized by storing salt in windrow-shaped piles, where there may be more than one pile, and only the pile being used at any one time needs to be uncovered.

Vehicle washing: Where possible, vehicles used for salt application and mixing should be washed indoors to contain the polluted wash water.

Where only outdoor washing of salt application equipment is available, it should be done where all water can be contained to a containment system, not to the adjacent ditch, stream or wetland.

Brine storage: Liquid deicing materials, such as salt brine or magnesium chloride, should be stored in well-maintained and labeled storage tanks. Scheduled maintenance should be performed on the storage tank fittings, valves and pumps. Any leaks or drips should be addressed in a timely manner. Where practical, secondary containment should be provided. Secondary containment is 110-125% of the capacity of the largest tank.

Due to the difficulty in maintaining cover, Ohio EPA will require a permit-to-install with storm water containment and disposal for outdoor piles that are in place for more than seven days.

Source: State of Ohio, Ohio Water Resources Council State Coordinating Committee on Ground Water Recommendations for Salt Storage Guidance for Protecting Ohio's Water Resources February 2013

Date of training

Employee name printed

Government unit you work for

Signature

Airport General Operating Projection

DESCRIPTION	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024 Projection
C/O CASH FROM PRIOR YEAR	\$340,600.03	\$275,865.53	\$318,001.03	\$353,762.63	\$382,989.11
PROPERTY TAX REIMBURSEMENT					
FUEL EXCISE TAX REIMBURSEMENT	\$3	\$3	\$3	\$3	\$3
CHARGES FOR SERVICES					
FEES - OVERNIGHT AIRPORT	\$63	\$63	\$63	\$63	\$63
JET FUEL - AIRPORT	\$285,000	\$285,000	\$285,000	\$285,000	\$285,000
RENTS AND ROYALTIES	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
RENTS - T-HANGARS	\$0	\$0	\$0	\$0	\$0
RENT - BOX HANGARS	\$0	\$0	\$0	\$0	\$0
AIRPORT EASEMENT ROYALTY	\$0	\$0	\$0	\$0	\$0
SPACE RENT AT AIRPORT	\$500	\$500	\$500	\$500	\$500
RENT - AIRPORT TIE DOWNS	\$0	\$0	\$0	\$0	\$0
OTHER RECEIPTS	\$0	\$0	\$0	\$0	\$0
INSURANCE REIMB	\$0	\$0	\$0	\$0	\$0
REFUNDS	\$0	\$0	\$0	\$0	\$0
REFUND OF PRIOR YR EXPENSES	\$0	\$0	\$0	\$0	\$0
INTERFUND TRANSFERS IN	\$0	\$75,000	\$75,000	\$75,000	\$75,000
AUCTION/PRIVATE SALES	\$0	\$0	\$0	\$0	\$0
CONTRACTUAL SERVICES	-\$150,000	-\$157,500	-\$162,225	-\$167,092	-\$172,105
TAX APPRAISAL	-\$20,000	-\$20,000	-\$20,000	-\$20,000	-\$20,000
REPAIR AND MAINTENANCE	-\$50,000	-\$50,000	-\$50,000	-\$50,000	-\$50,000
COMMUNICATIONS/TELEPHONE	-\$2,100	-\$2,100	-\$2,100	-\$2,100	-\$2,100
ADVERTISING	-\$2,000	-\$2,000	-\$2,000	-\$2,000	-\$2,000
TRAVEL REIMBURSEMENT	-\$100	-\$100	-\$100	-\$100	-\$100
MATERIALS & SUPPLIES	-\$8,000	-\$8,000	-\$9,000	-\$10,000	-\$10,000
GENERAL OFFICE SUPPLIES	-\$100	-\$100	-\$100	-\$100	-\$100
CLOTHING-TAXABLE	\$0	\$0	\$0	\$0	\$0
ENERGY	-\$21,000	-\$21,630	-\$22,279	-\$22,947	-\$23,636
FUEL (GASOLINE/DIESEL)	-\$260,000	-\$260,000	-\$260,000	-\$260,000	-\$260,000
CAPITAL OUTLAY	-\$65,000	-\$25,000	-\$25,000	-\$25,000	-\$25,000
CONSTRUCTION IN PROGRESS	\$0	\$0	\$0	\$0	\$0
EQUIPMENT, SOFTWARE & FIXTURES	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000
FURNITURE & FIXTURES	\$0	\$0	\$0	\$0	\$0
REFUNDS OF HANGAR DEPOSITS	-\$1,000	-\$1,000	-\$1,000	-\$1,000	-\$1,000
TRANSFERS	\$0	\$0	\$0	\$0	\$0
TRANSFERS, GRANT MATCH	\$0	\$0	\$0	\$0	\$0
RENTS AND ROYALTIES	\$0	\$0	\$0	\$0	\$0
Year End Revenues	\$515,565.50	\$590,565.50	\$590,565.50	\$590,565.50	\$590,565.50
Year End Expenses	-\$580,300.00	-\$548,430.00	-\$554,803.90	-\$561,339.02	-\$567,040.19
Carryover Cash/estimate & current diff.	-\$64,734.50	\$42,135.50	\$35,761.60	\$29,226.48	\$23,525.31
Accumulating Carryover Cash/estimate	\$275,865.53	\$318,001.03	\$353,762.63	\$382,989.11	\$406,514.43

Commissioners Allocation

5% 2021 & 3% 2022-2024

3% increase

add'l paving in 2020 \$25k for paving annually paving that is not covered by grants

updated - 1.13.20



**Department
of Commerce**

Division of State Fire Marshal
Bureau of Underground Storage
Tank Regulations (BUSTR)

Compliance Inspection Report

COMPLIANCE INSPECTION REPORT NUMBER : CM00008

Inspected By : Amy Myers

FACILITY INFORMATION

Facility Name : 23010048 (FAIRFIELD COUNTY AIRPORT)
Address : 3430 OLD COLUMBUS RD
City/Stage/Zip : CARROLL / Ohio / 43112
County Name : Fairfield

OWNER INFORMATION

O/O Contact : LONNIE WATTS
O/O Company : FAIRFIELD CO AIRPORT
O/O Address : 3430 OLD COLUMBUS RD
O/O City/State/Zip : CARROLL / Ohio / 43112

INITIAL STATUS

Inspection Type : New Federal
Initial Inspection Date : 12/11/2019

PAPER WORK STATUS

UST Registration : Compliant
PUSTRCB Certificate : Compliant
Deductible : Compliant
Permits : Not Applicable

CM00008 - Status

Inspection Location	Deficiency Found	In Compliance	Inspection Date
On-site	Yes	No	12/11/2019

CM00008 - UST History Details

Tank Number	Capacity	Contents	Equipment	Operation	Release Detection	Cathodic Protection	UST Comments	Inspected Date	Inspector
T00007	4000	Aviation Gas	Compliant	Compliant	Compliant	Not Applicable		12/11/2019	Amy Myers
T00008	8000	Aviation Gas	Compliant	Compliant	Compliant	Not Applicable		12/11/2019	Amy Myers
T00009	12000	Jet Fuel	Compliant	Compliant	Compliant	Not Applicable		12/11/2019	Amy Myers



**Department
of Commerce**

Division of State Fire Marshal
Bureau of Underground Storage
Tank Regulations (BUSTR)

Compliance Inspection Report

CM00008 - Spill Prevention History Details

Tank Number	Equipment	Operation	Spill Prevention Comments	Inspected Date	Inspector
T00007	Compliant	Noncompliant	see comments below	12/11/2019	Amy Myers
T00009	Compliant	Noncompliant	see comments below	12/11/2019	Amy Myers

CM00008 - Overfill Prevention History Details

Tank Number	Equipment	Operation	Overfill Prevention Comments	Inspected Date	Inspector
T00007	Compliant	Compliant		12/11/2019	Amy Myers
T00009	Compliant	Compliant		12/11/2019	Amy Myers

CM00008 - Piping History Details

Tank Number	Equipment	Operation	Release Detection	Cathodic Protection	Piping Detail Comments	Inspected Date	Inspector
T00008	Compliant	Compliant	Compliant	Not Applicable		12/11/2019	Amy Myers
T00009	Compliant	Compliant	Compliant	Not Applicable		12/11/2019	Amy Myers

CM00008 - Compliance Inspection Containments History Details

Containment	Location Type	Description	Equipment	Operation	Comments	Inspected Date	Inspector
TT0001	Tank Top	AV 100	Compliant	Compliant		12/11/2019	Amy Myers
TT0002	Tank Top	AV 100	Compliant	Compliant		12/11/2019	Amy Myers
TT0003	Tank Top	Jet Fuel	Compliant	Compliant		12/11/2019	Amy Myers
TT0004	Under Dispenser	AV 100	Compliant	Compliant		12/11/2019	Amy Myers
TT0005	Under Dispenser	AV 100	Compliant	Compliant		12/11/2019	Amy Myers
TT0006	Under Dispenser	Jet Fuel	Compliant	Compliant		12/11/2019	Amy Myers

GENERALCOMMENTS



**Department
of Commerce**

Division of State Fire Marshal
Bureau of Underground Storage
Tank Regulations (BUSTR)

Compliance Inspection Report

12/11/2019 on-site Facility representative Jimmy Shadd was on-site today 740-777-2191

I observed the following during the compliance inspection:

The USTs are passing the 0.2 gph CSLD tank test monthly and past records were available from the on-site Veeder Root history.

The USTs are also monitored interstitially - the sensors are currently normal.

The associated piping is safe suction.

The annual ATG Certification passed 3/15/2019.

The 3year overfill verification passed 3/15/2019.

I was unable to see results of the 3year spill bucket tightness test. Mr. Shadd contacted Superior Petroleum and plans to have them out to perform this test.

The Class AB UST Operator listed previously is no longer at this facility. I advised Mr. Shadd that there needs to be a valid Class AB UST Operator for this facility. The list of course providers was given to Mr. Shadd and he plans to obtain the certificate.

The BUSTR Walkthrough Inspection Form was completed today and Mr. Shadd will continue to do this on a monthly basis.

A Request for UST Information is being issued and the following should be forwarded to me or available on-site by January 15, 2020:

- results of the 3year spill bucket tightness test
- Class AB UST Operator Certificate for this location

Amy Myers, UST Inspector
cell 614.623.3510
fax 614.644.4685



**Department
of Commerce**

Division of State Fire Marshal
Mike DeWine, Governor
Sheryl Maxfield, Director

Request for Underground Storage Tank Information (RUSTI)

Owner#: W014689	Facility#: 23010048
Owner/Operator: FAIRFIELD CO AIRPORT	Facility Name: FAIRFIELD COUNTY AIRPORT
Address: 3430 OLD COLUMBUS RD	Address: 3430 OLD COLUMBUS RD
City/State/Zip: CARROLL, Ohio 43112	City/State/Zip: CARROLL, Ohio, 43112 County: Fairfield
Owner Contact: LONNIE WATTS	Facility Contact: Jimmy Shadd
Contact Number: (740)654-7001	Contact Number: (740)654-7001
<p>IMPORTANT: The Division of State Fire Marshal, Bureau of Underground Storage Tank Regulations (SMF/BUSTR) is required by federal law to perform compliance inspections of underground storage tanks (USTs) in Ohio. Owners and operators need to provide information to BUSTER demonstrating that their site is in compliance with all UST regulations. Failure to correct deficiencies or provide information in a timely manner may result in the issuance of a Notice of Violation and the assessment of fines up to the amount of \$10,000 per day for each violation that continues and could result in Delivery Prohibition.</p> <p>WHAT YOU NEED TO DO: Owners and operators shall provide the information requested below <u>no later than thirty (30) days after the date that a deficiency is documented</u> and submit the information to the inspector or to the address listed at the bottom of this form. Failure to submit information by the prescribed date may result in escalation of enforcement. SMF/BUSTER may, at any time, pursue enforcement of any violations. Please include a copy of this form when submitting information to the BUSTER office.</p> <p><input type="checkbox"/> A copy of this Request For UST Information was given to the <input type="checkbox"/> Owner / <input type="checkbox"/> Facility contact listed above.</p> <p><input type="checkbox"/> A copy of this Request For UST Information was mailed to the owner address listed above</p> <p>BUSTR Inspector: /s/ Amy Myers Phone: (614) 623-3510 Email: amyers@com.state.oh.us Date given and/or sent to owner:</p>	

Date Deficiency Documented	UST Information Requested	Minimum Possible Fine	Date Deficiency Corrected
12/11/2019	7-9-06(D)(8)(d) Submit documentation of periodic testing and proof of tightness of spill prevention equipment every 3-years. II	500.00	
12/11/2019	7-9-19(C)(1)(d) Submit documentation that a Class A, or Class B, or Class C operator is on site during the operation of the UST System. III	250.00	

Facility#: 23010048

Bureau of Underground Storage Tank Regulations
8895 East Main Street
Reynoldsburg, OH 43068 U.S.A.

614 | 752 7938
Fax 614 | 752 7942
TTY/TDD 800 | 750 0750
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider



Superior

Petroleum Equipment, LLC

6314 Seeds Road Grove City, OH 43123 - PH# (614) 539-1200 Fax# (614) 801-0111

Automatic Tank Gauge Functionality Testing Form

Facility Name: <u>Fairfield County Airport</u>	Owner:
Address: <u>3430 Old Columbus Rd</u>	Address:
City, State, Zip Code: <u>Carell OH, 43112</u>	City, State, Zip Code:
Facility ID#: <u>23010048</u>	Phone:

Tank Number:	1	2	3		
Product Stored:	<u>100 low level</u>	<u>100 low level</u>	<u>Jet A</u>		
ATG Brand and Model:	<u>Vender</u>	<u>Ract</u>	<u>TLS-350</u>		
1) Tank Volume, gallons	<u>4,000</u>	<u>3,000</u>	<u>12,000</u>		
2) Tank Diameter, inches	<u>76"</u>	<u>76"</u>	<u>76"</u>		
3) After removing the probe from the tank, has it been inspected and any damaged or missing parts replaced?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Float moves freely without binding?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Does the fuel float level agree with the value programmed into the console?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6) Does the water float level agree with the value programmed into the console?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
7) Inch level from bottom of probe shaft when 90% alarm is triggered?	<u>87"</u>	<u>87"</u>	<u>87"</u>		
8) Does inch level at which the overfill alarm activates correspond with value programmed in the ATG?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
9) Inch level from bottom when the water float first triggers an alarm.	<u>2"</u>	<u>2"</u>	<u>2"</u>		
10) Does inch level at which the water activates float alarm correspond with value programmed in the ATG?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
11) Was Overfill Prevention Valve removed and is it working properly?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If any answers in lines 3, 4, 5, or 6 are "NO" the system has failed the test.					
TEST RESULTS:	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>	Pass <input type="checkbox"/> Fail <input type="checkbox"/>	Pass <input type="checkbox"/> Fail <input type="checkbox"/>

Comments: Site has functioning overfill alarm.

TREVIS TURNER / [Signature]
Service Technician name / Signature

3-15-19
Date



6314 Seeds Road Grove City, OH 43123 - PH# (614) 539-1200 Fax# (614) 801-0111

Electronic Release Detection Equipment Test

Facility Name: <u>Fairfield County Airport</u>	Owner:
Address: <u>3430 Old Columbus Rd</u>	Address:
City, State, Zip Code: <u>Coshocton OH, 43112</u>	City, State, Zip Code:
Facility ID# <u>23010048</u>	Phone:

Tank Number:	1	2	3		
Product Stored:	<u>100 Gallons</u>	<u>100 Gallons</u>	<u>Jet A</u>		
ATG Brand and Model:					
Tanks SW / DW:	SW__DW_ <input checked="" type="checkbox"/>	SW__DW_ <input checked="" type="checkbox"/>	SW__DW_ <input checked="" type="checkbox"/>	SW__DW__	SW__DW__
Tanks Steel / FRP:	STL__FRP_ <input checked="" type="checkbox"/>	STL__FRP_ <input checked="" type="checkbox"/>	STL__FRP_ <input checked="" type="checkbox"/>	STL__FRP__	STL__FRP__
Probe Type: Inventory Only, Leak Detection, or CSLD / SCALD	<u>CSLD</u>	<u>CSLD</u>	<u>CSLD</u>		
Line Leak Equip: PLLD, WPLLD, Mechanical	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
Electronic Line Leak Condition: Last passed test: <u>N/A</u>	Pass__ Fail__ No Alarm__	Pass__ Fail__ No Alarm__	Pass__ Fail__ No Alarm__	Pass__ Fail__ No Alarm__	Pass__ Fail__ No Alarm__
Tank test method: Static <u>or CSLD</u> Last passed test:	Pass <input checked="" type="checkbox"/> Fail__ No Alarm__	Pass <input checked="" type="checkbox"/> Fail__ No Alarm__	Pass <input checked="" type="checkbox"/> Fail__ No Alarm__	Pass__ Fail__ No Alarm__	Pass__ Fail__ No Alarm__
Dispenser Sump Sensor: Type of sensor: <u>N/A</u>	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__
STP Sump Sensor: Type of sensor: <u>Single float</u>	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass__ Fail__	Pass__ Fail__
Interstitial sensor: Brine Filled or <u>Dry</u>	Wet__ Dry_ <input checked="" type="checkbox"/>	Wet__ Dry_ <input checked="" type="checkbox"/>	Wet__ Dry_ <input checked="" type="checkbox"/>	Wet__ Dry__	Wet__ Dry__
Visual inspection: <u>single float</u>	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass__ Fail__	Pass__ Fail__
Other:	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__	Pass__ Fail__
TEST RESULTS:	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass <input checked="" type="checkbox"/> Fail__	Pass__ Fail__	Pass__ Fail__
Comments:					

UST system Owner shall retain a copy of this form for one (1) year

Travis Turner / [Signature]
Service Technician name Signature

3-15-19
Date

FR-1.13.b

A resolution to appropriate from unappropriated funds in a major category expense for the Fund# 7800 - Fairfield County Airport Authority Board

WHEREAS, additional appropriations are necessary for expenses remaining in 2020; and

WHEREAS, appropriations from unappropriated funds will allow the budget to increase in the major category expense for contractual services for org# 80780000; and

NOW THEREFORE, BE IT RESOLVED BY THE AIRPORT AUTHORITY BOARD, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds in the major expense category of contractual services for org# 80780000, Fund# 7800.

\$ 21,000 80780000 contractual services

Motion by: Jon Kochis

Seconded by: Rick Szabrak

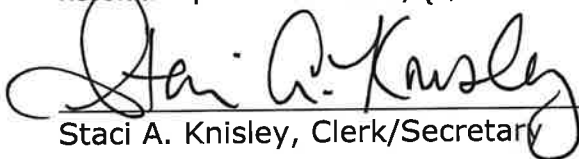
Ayes: Jon Kochis, Rick Szabrak, Glenn Burns, Michael Kaper Pat Ferguson, Bill Fagan, Bill McNeer

Nays: None

Abstentions: None

Absent: None

Resolution passed on January 13, 2020


Staci A. Knisley, Clerk/Secretary

For Auditor's Office Use Only:

Section 1.

\$ 21,000 80780000 543000 contract repairs



Insurance | Risk Management | Consulting

FAIRFIELD COUNTY AIRPORT AUTHORITY

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of Gallagher's proposal dated December 17, 2019, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		Bind All Policies As Shown Herein:
✓		Airport Owners and Operators Liability \$10,000,000(ACE Property and Casualty Insurance Company) – Total Annual Premium: \$3,220.00
✓		Additional Annual Premium for War Liability at \$10,000,000: \$322.00
	✓	Additional Annual Premium for TRIA coverage at \$10,000,000: \$322.00
	✓	Additional Annual Premium if both War & TRIA purchased at \$10,000,000: \$403.00
	✓	Airport Owners and Operators Liability \$20,000,000(ACE Property and Casualty Insurance Company) – Total Annual Premium: \$4,025.00
		Additional Annual Premium for War Liability at \$20,000,000: \$403.00
	✓	Additional Annual Premium for TRIA coverage at \$20,000,000: \$403.00
	✓	Additional Annual Premium if both War & TRIA purchased at \$20,000,000: \$503.00
✓		ACE is offering the option for a three year policy term with premium fixed at three times the annual terms shown in this quotation. Premium to be paid in three equal annual installments.
		Provide Quotations or Additional Information on the following Coverage Considerations
	✓	Pollution Liability
	✓	Employment Practices Liability

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

EXPOSURES AND VALUES

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they



Insurance | Risk Management | Consulting

are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.


Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.



Client Signature



Dated

FAIRFIELD COUNTY

YEAR-TO-DATE BUDGET REPORT



FOR 2019 12

JOURNAL DETAIL 2019 12 TO 2019 12

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
2800 AIRPORT OPERATIONS	APPROP	BUDGET				BUDGET	USED

12280000 AIRPORT OPERATIONS

12280000 530000 CONTRACTUAL SERVIC	150,000	177,125	136,218.98	7,069.09	.00	40,905.73	76.9%
2019/12/000027 12/05/2019 API	93.50 VND	001281 PO	19000426 PORTA KLEEN			Airport port toilets 11/15-12/152019	5299122
2019/12/000027 12/05/2019 POL	-93.50 VND	001281 PO	19000426 PORTA KLEEN			Airport port toilets 11/152019	5299122
2019/12/000316 12/05/2019 API	23.60 VND	012572 PO	19000694 LEWELLENS SERVICES I			Airport water srvc 11/22/19	5299312
2019/12/000316 12/05/2019 POL	-23.60 VND	012572 PO	19000694 LEWELLENS SERVICES I			Airport water srvc 11/22/12019	5299312
2019/12/001072 12/12/2019 API	278.42 VND	003668 PO	19000463 LOCAL WASTE SERVICE			Airport trash 12/1-12/31/19	5299702
2019/12/001072 12/12/2019 POL	-278.42 VND	003668 PO	19000463 LOCAL WASTE SERVICE			Airport trash 12/1-12/31/12019	5299702
2019/12/001275 12/13/2019 API	1,309.80 VND	003180 PO	19009016 LANCASTER FIRE SAFET			Airport fire exting srvc	5300440
2019/12/001275 12/13/2019 POL	-1,309.80 VND	003180 PO	19009016 LANCASTER FIRE SAFET			Airport fire exting srvc	5300440
2019/12/001275 12/13/2019 API	691.64 VND	005790 PO	19000509 OHIO DEPT OF TAXATIO			fuel sales tax 11/1-11/30/19	5300475
2019/12/001275 12/13/2019 POL	-691.64 VND	005790 PO	19000509 OHIO DEPT OF TAXATIO			fuel sales tax 11/1-11/30/2019	5300475
2019/12/001275 12/13/2019 API	729.18 VND	007099 PO	19000530 SUNDOWNER AVIATION L			reimb fuel 11/1-11/30/19	5300491
2019/12/001275 12/13/2019 POL	-729.18 VND	007099 PO	19000530 SUNDOWNER AVIATION L			reimb fuel 11/1-11/30/19	5300491
2019/12/001275 12/13/2019 API	1,842.95 VND	007099 PO	19000593 SUNDOWNER AVIATION L			hangar rent 11/1-11/30/19	5300491
2019/12/001275 12/13/2019 POL	-1,842.95 VND	007099 PO	19000593 SUNDOWNER AVIATION L			hangar rent 11/1-11/30/19	5300491
2019/12/001275 12/13/2019 API	1,300.00 VND	009331 PO	19007738 CRAWFORD MURPHY & TI			SRE Builtd 9/28-10/25/19	5300520
2019/12/001275 12/13/2019 POL	-1,300.00 VND	009331 PO	19007738 CRAWFORD MURPHY & TI			SRE Builtd 9/28-10/25/19	5300520
2019/12/001275 12/13/2019 API	800.00 VND	001671 PO	19000432 OHIO AVIATION ASSN			Airport membership 1/1-12/31/2	5300404
2019/12/001275 12/13/2019 POL	-800.00 VND	001671 PO	19000432 OHIO AVIATION ASSN			Airport membership 1/1-12/2019	5300404
2019/12/001332 12/12/2019 POM	-549.62 VND	002460 PO	19006330 FAIRFIELD SOIL AND W			EXPIRE 12/15/19	2019
2019/12/001332 12/12/2019 POM	-120.00 VND	006030 PO	19008908 SLATERS INC			EXPIRE 12/15/19	2019
2019/12/001332 12/12/2019 POM	-2,359.29 VND	005552 PO	19003106 CRAWFORD MURPHY & TI			EXPIRE 12/15/19	2019
2019/12/001332 12/12/2019 POM	-500.00 VND	005552 PO	19003632 HISTORICAL AIRCRAFT			EXPIRE 12/15/19	2019
2019/12/001332 12/12/2019 POM	-30.00 VND	009826 PO	19000639 WEBCHICK LLC			EXPIRE 12/15/19	2019
2019/12/001365 12/12/2019 POM	-1,280.00 VND	002320 PO	19000444 FAIRFIELD CO ENGINEE DR				2019
2019/12/001365 12/12/2019 POM	-37.18 VND	003668 PO	19000463 LOCAL WASTE SERVICE				2019
2019/12/001365 12/12/2019 POM	-189.70 VND	012572 PO	19000694 LEWELLENS SERVICES I DR				2019
2019/12/001365 12/12/2019 POM	-1,300.00 VND	009331 PO	19007738 CRAWFORD MURPHY & TI DR				2019
2019/12/001366 12/12/2019 POM	-7,721.79 VND	005790 PO	19000509 OHIO DEPT OF TAXATIO DR				2019
2019/12/001366 12/12/2019 POM	-4,074.70 VND	007099 PO	19000530 SUNDOWNER AVIATION L DR				2019
2019/12/001366 12/12/2019 POM	-340.00 VND	007099 PO	19000531 SUNDOWNER AVIATION L DR				2019
2019/12/001366 12/12/2019 POM	-152.50 VND	001281 PO	19000426 PORTA KLEEN DR				2019
2019/12/001366 12/12/2019 POM	-545.00 VND	001671 PO	19000432 OHIO AVIATION ASSN DR				2019
2019/12/001366 12/12/2019 POM	-1,057.75 VND	007099 PO	19000593 SUNDOWNER AVIATION L DR				2019
2019/12/001367 12/12/2019 POM	-3,017.85 VND	007099 PO	19000593 SUNDOWNER AVIATION L DR				2019

12280000 531020 TAX APPRAISAL	15,000	19,395	19,395.22	.00	.00	.00	100.0%
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YEAR-TO-DATE BUDGET REPORT

FOR 2019 12

JOURNAL DETAIL 2019 12 TO 2019 12

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BLDGET	PCT USED
12280000 543000 REPAIR AND MAINTEN	23,000	126,000	102,996.00	3,818.82		23,004.00	81.7%
2019/12/001275 12/13/2019 API	3,818.82	003483	PO 19000564	PVATT, WILLIAM ROSS	airport service call	10/18/19	5300445
2019/12/001275 12/13/2019 POL	-3,818.82	003483	PO 19000564	PVATT, WILLIAM ROSS	airport service call	10/18/2019	
2019/12/001332 12/12/2019 POM	-500.00	007795	PO 19000602	BUCKEYE GLASS & ALUM	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-8,463.50	013655	PO 19003107	KULL, AARON	EXPIRE 12/15/19		2019
2019/12/001365 12/12/2019 POM	-1,000.00	009191	PO 19000630	FRAZIER ELECTRIC INC	DR		2019
2019/12/001365 12/12/2019 POM	-2,000.00	049980	PO 19000746	JESS HOWARD ELECTRIC	DR		2019
2019/12/001366 12/12/2019 POM	-411.25	014612	PO 19000571	AG-PRO OHIO, LLC	DR		2019
2019/12/001366 12/12/2019 POM	-770.00	004476	PO 19000568	PRECISION OVERHEAD D	DR		2019
2019/12/001366 12/12/2019 POM	-1,165.00	004476	PO 19000479	PRECISION OVERHEAD D	DR		2019
2019/12/001367 12/12/2019 POM	-1,381.18	003483	PO 19000564	PVATT, WILLIAM ROSS	DR		2019
2019/12/001367 12/12/2019 POM	-1,917.05	006709	PO 19000589	SUPERIOR PETROLEUM E	DR		2019
12280000 553000 COMMUNICATIONS/TEL	2,100	2,100	2,055.27	171.56		.00	44.73 97.9%
2019/12/000316 12/05/2019 API	171.56	074480	PO 19000764	A T & T INC	airport 10/20-11/19/19		5299413
2019/12/000316 12/05/2019 POL	-171.56	074480	PO 19000764	A T & T INC	airport 10/20-11/19/19		2019
2019/12/001365 12/12/2019 POM	-44.73	074480	PO 19000764	A T & T INC	DR		2019
12280000 554000 ADVERTISING	2,000	2,000	1,458.56	.00		.00	541.44 72.9%
2019/12/001332 12/12/2019 POM	-218.49	001430	PO 19003052	COLUMBUS DISPATCH	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-122.95	003690	PO 19003053	MEDIA NETWORK	EXPIRE 12/15/19		2019
12280000 558000 TRAVEL REIMBURSEME	100	200	96.49	.00		53.51	50.00 75.0%
12280000 560000 MATERIALS & SUPPLI	14,000	14,000	5,639.04	58.94		.00	8,360.96 40.3%
2019/12/001275 12/13/2019 API	58.94	005545	PO 19000577	PURVIS BROTHERS INC	supplies fuel pumps 11/26/19		5300469
2019/12/001275 12/13/2019 POL	-58.94	005545	PO 19000577	PURVIS BROTHERS INC	supplies fuel pumps 11/26/2019		
2019/12/001332 12/12/2019 POM	-100.00	006592	PO 19000587	STAPLES BUSINESS ADV	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-100.00	014594	PO 19000615	UNITED PROPANE	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-243.70	014612	PO 19000572	AG-PRO OHIO, LLC	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-100.00	006030	PO 19000580	SLATERS INC	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-441.06	005545	PO 19000577	PURVIS BROTHERS INC	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-100.00	004205	PO 19000566	SHERWIN WILLIAMS	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-200.00	002208	PO 19000554	MENARD INC	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-162.03	002239	PO 19000555	LOWES COMPANIES INC	EXPIRE 12/15/19		2019
2019/12/001332 12/12/2019 POM	-663.57	071270	PO 19000761	STATE ELECTRIC SUPPL	EXPIRE 12/15/19		2019
2019/12/001365 12/12/2019 POM	-2,000.00	006335	PO 19000584	MANAIRCO INC	DR		2019
2019/12/001365 12/12/2019 POM	-474.74	001130	PO 19000547	CENTRAL AUTO & FARM	DR		2019
2019/12/001366 12/12/2019 POM	-739.41	001511	PO 19000551	R D HOLDER OIL INC	DR		2019
2019/12/001367 12/12/2019 POM	-963.34	007099	PO 19000594	SUNDOWNER AVIATION L	DR		2019

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 12

JOURNAL DETAIL 2019 12 TO 2019 12

ACCOUNTS FOR:	ORIGINAL	REVISED	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
2800 AIRPORT OPERATIONS	APPROP	BUDGET				BUDGET	USED
12280000 561000 GENERAL OFFICE SUP	500	500	67.94		.00	432.06	13.6%
2019/12/001332 12/12/2019 POM	-32.06	009634	PO 19000634	AMAZON COM LLC	EXPIRE 12/15/19	2019	
2019/12/001332 12/12/2019 POM	-200.00	006592	PO 19000588	STAPLES BUSINESS ADV	EXPIRE 12/15/19	2019	
12280000 562000 ENEGERY	25,000	28,568	20,404.93	1,955.93	.00	8,163.32	71.4%
2019/12/001062 12/12/2019 API	101.10	023650	PO 19000736	FAIRFIELD CO UTILITI	3383 Old Columb 10/31-11/27/19	5300015	
2019/12/001062 12/12/2019 POL	-101.10	023650	PO 19000736	FAIRFIELD CO UTILITI	3383 Old Columb 10/31-11/27/19	5300014	
2019/12/001062 12/12/2019 API	101.10	023650	PO 19000736	FAIRFIELD CO UTILITI	3430 Old Columb 10/31-11/22/19	5300395	
2019/12/001289 12/13/2019 API	115.55	001373	PO 19000550	SOUTH CENTRAL POWER	Cons Moped 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-115.55	001373	PO 19000550	SOUTH CENTRAL POWER	Cons Moped 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	175.86	001373	PO 19000550	SOUTH CENTRAL POWER	Terminal 2 11/4-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-175.86	001373	PO 19000550	SOUTH CENTRAL POWER	Terminal 2 11/4-12/4/19	5300395	
2019/12/001289 12/13/2019 API	293.39	001373	PO 19000550	SOUTH CENTRAL POWER	Terminal Rmwy Its 11/4-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-293.39	001373	PO 19000550	SOUTH CENTRAL POWER	Terminal Rmwy Its 11/4-12/4/19	5300395	
2019/12/001289 12/13/2019 API	32.83	001373	PO 19000550	SOUTH CENTRAL POWER	3383 Columb 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-32.83	001373	PO 19000550	SOUTH CENTRAL POWER	3383 Columb 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	113.58	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar G 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-113.58	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar G 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	251.34	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar P 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-251.34	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar P 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	145.39	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar Q 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-145.39	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar Q 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	378.76	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar F 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-378.76	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar F 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 API	247.03	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar O 11/2-12/4/19	5300395	
2019/12/001289 12/13/2019 POL	-247.03	001373	PO 19000550	SOUTH CENTRAL POWER	Hangar O 11/2-12/4/19	5300395	
2019/12/001365 12/12/2019 POM	-383.61	023650	PO 19000736	FAIRFIELD CO UTILITI	DR	2019	
2019/12/001366 12/12/2019 POM	-780.73	003823	PO 19000565	NORTHEAST OHIO NATUR	DR	2019	
2019/12/001366 12/12/2019 POM	-6,098.98	001373	PO 19000550	SOUTH CENTRAL POWER	DR	2019	
12280000 562600 FUEL (GASOLINE/DIE	250,000	250,000	248,298.65		.00	1,701.35	99.3%
2019/12/001366 12/12/2019 POM	-1,701.35	005545	PO 19003605	PURVIS BROTHERS INC	DR	2019	
12280000 570000 CAPITAL OUTLAY	10,000	155,000	77,361.60		.00	77,638.40	49.9%
2019/12/001332 12/12/2019 POM	-8.80	015102	PO 19007950	B & B SEALING LLC	EXPIRE 12/15/19	2019	
12280000 574000 EQUIPMENT, SOFTWARE	1,000	101,000	77,564.84		.00	23,435.16	76.8%

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 12

JOURNAL DETAIL 2019 12 TO 2019 12

ACCOUNTS FOR: 2800 AIRPORT OPERATIONS	ORIGINAL APPROP	REVISED BUDGET	YTD. EXPENDED	MTD. EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
12280000 590007 SETTLEMENT	0	14,000	.00	.00	.00	14,000.00	.0%
12280000 590310 REFUNDS OF HANGAR	1,000	3,000	2,984.00	.00	.00	16.00	99.5%
TOTAL AIRPORT OPERATIONS	493,700	892,888	694,541.52	13,074.34	53.51	198,293.15	77.8%
TOTAL AIRPORT OPERATIONS	493,700	892,888	694,541.52	13,074.34	53.51	198,293.15	77.8%
TOTAL EXPENSES	493,700	892,888	694,541.52	13,074.34	53.51	198,293.15	

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2019 12

JOURNAL DETAIL 2019 12 TO 2019 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	493,700	892,888	694,541.52	13,074.34	53.51	198,293.15	77.8%

** END OF REPORT - Generated by Staci Knisley **

Hangar J Lease

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road, Carroll, Ohio 43112, hereinafter referred to as “Lessor” and

hereinafter referred to as “Lessee,” WITNESSETH:

1. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the building known as Hanger J “the leased premises” located at the Fairfield County Airport, 3430 Old Columbus Road, Carroll, Ohio 43112, the configuration and description of which are attached hereto and marked “Exhibit A.”

2. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for three (3) year (s) commencing on January 1, 2020 and ending on December 31, 2022. In the event Lessee holds over after the termination of this Lease, or any extensions thereof, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

3. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the Leased Premises the sum of \$800 per month, calculated on the basis of \$.145 (14 ½ cents) per square foot of the leased premises per year, through 2020. Thereafter, effective January 1 of each succeeding year, the rent may be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than ten (10) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this

agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall immediately remove the aircraft and all other items located in the leased premises and vacate the premises.

4. USE OF PREMISES

- a. The Leased Premises shall be used for the operation of an aviation related business. Changes to the existing hanger or grounds will be subject to the written approval by the Lessor and subject to the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as adopted by the Fairfield County Airport Authority on December 8, 2014, and any Amendments hereinafter made. A copy of said standards is available for inspection in the office of the fixed base operator and the Airport website and is deemed to be appended hereto and incorporated here in.
- b. All use will adhere to the Fairfield County Airport Security Manual. The manual is available for inspection in the office of the fixed base operator or the Fairfield county airport website.
- c. No aircraft shall be parked, stored or maintained on or in the Leased Premises that exceeds the design specifications of the runway, taxiway, apron or hanger.
- d. Electric Utility is the responsibility of the Lessee whereas Water and Sewer are provided at no charge by the Lessor. Water and sewer utility are for general use and will not be used in conflict with the Section 6. of this lease or in conflict with the Airport Stormwater Protection Plan.
- e. The area known as the loft, above the south side of the building is not included in this agreement and shall not be used for any purpose. The area has not been examined for load capacity.

5. REPAIR AND MAINTENANCE

- a. The Leased Premises shall at all times be maintained in accordance with any applicable Building Codes, Zoning Regulations and the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as well as all other applicable federal, state or local statutes, ordinances, rules and regulation applicable to the Leased Premises.

b. During the entire term of this Lease, Lessee shall keep the Leased Premises in good order and working condition and will promptly do all necessary and appropriate maintenance at its sole expense. If Lessee fails to maintain the Leased Premises, Lessor may perform such maintenance and invoice Lessee for all costs incurred. Prior to commencing work, Lessor will provide Lessee with thirty (30) days written notice and right to cure.

c. During the term of the Lease, Lessee shall make any minor repairs as needed. Minor repairs are any repairs with an estimated expense of less than \$150. Any repair with an estimated expense greater than \$150 shall be immediately reported to the Airport Authority by email, or if a safety emergency by phone. Every effort will be made to remedy the issue at the next Airport Authority Meeting or if an emergency, immediately.

d. Lessee will immediately report to Lessor any maintenance or repair need which Lessee knows, or should know, may reasonably give rise to a hazardous situation or condition. If Lessee fails to report any such maintenance need, Lessee shall bear all risk of damage to contents, trade fixtures, machinery, equipment, furniture, furnishings and property of Lessee and property in Lessee's control, care and custody in the Leased Premises activity arising out of loss occasioned by events occurring within, on or about the Leased Premises, regardless of the party at fault, if any. Said risks shall be insured as provided in Section 8. of this lease.

6. CARE AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIALS

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

the Lessee fail to do so, the Lessor may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the Lessor shall be paid by the Lessee.

a. Hazardous Substances. The term "Hazardous Substances", as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

b. Environmental Prohibitions. Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from Lessee's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions

c. Environmental Compliance.

(1) Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").

(2) Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(3) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.

(4) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by landlord. If Lessee fails to fulfill any duty imposed under this Section, within a reasonable time, landlord may do so; and in that case, Lessee shall cooperate with Landlord in order to prepare all documents landlord deems necessary or appropriate to determine the applicability of the Laws to the leased premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute

all documents promptly upon landlord's request. No action by the Lessor and no attempt made by the Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section

d. Lessee's obligations and liabilities under this Section 6. shall survive the expiration or termination of this lease.

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

f. The Lessee in accordance with the Airport Authority Storm Water Protection Plan must carry the appropriate insurance.

7. SUBLETTING

a. Lessee shall not at any time assign, sell, convey, or sublet main hanger, without the prior written consent of the Lessor which may be withheld in Lessor's sole discretion. Any consent shall provide that:

b. Lessee shall notify Lessor in writing of the name and address of the proposed Sublessee or tenant.

c. Any agreement between Lessee and such assignee or sublessee shall require full compliance by such party with the obligations on the part of Lessee to be performed under this lease agreement.

d. Regardless of whether or not Lessee is permitted to sublease the Leased Premises, Lessee shall continue to be fully responsible for all terms and conditions of this Lease during the term of this Lease.

8. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this Lease; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities and the Leased Premises; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature including but not limited to all attorneys fees incurred by Lessor arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely written notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee, at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. Required limits are no less than:

Aircraft Liability: \$1,000,000

Property Damage: \$1,000,000

Bodily Injury Liability: \$1,000,000

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insureds and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.

d. Lessee will indemnify, hold harmless, and waive subrogating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

9. TERMINATION OF LEASE

a. Upon termination of this Lease at any time and for any reason all buildings and other improvements permanently constructed on the Leased Premises, together with all fixtures, shall revert to and become the property of the Lessor without reimbursement to Lessee. Notwithstanding the foregoing, however, any and all liabilities owed by Lessee by or in connection with the construction of buildings, improvements to the Leased Premises, operation of the Leased Premises, or for any other reasons shall remain solely and exclusively with Lessee and shall at no time be transferred to the Lessor.

10. NOTICE

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

11. PARAGRAPH HEADINGS

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

12. GOVERNING LAW

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

13. WAIVER

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

14. SEVERABILITY

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

15. ENTIRE AGREEMENT

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

Exhibit A



- This lease does not include the loft area above the office. This area has not been given a load rating and cannot be used as storage.

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

1/16/2020
Date

[Signature]
Lessee

1/15/20
Date

Fairfield County Airport Authority
[Signature]
Its authorized Agent, Lessor

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Airport Authority, by Dr. Glenn Burns, its President, Lessor, who acknowledged that he did sign the foregoing Lease and that the same is the free act and deed of said Authority and the free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at Lancaster, Ohio, this 15th day of January, 2020

[Signature]
Notary Public, State of Ohio
My Commission Expires: 09/30




Sharlene Bails
Notary Public Ohio
My Commission Exp 09/30

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named James A. Shadd and Travis Sundowner, Lessee(s), who acknowledged that he/she/they did sign the foregoing Lease and that the same is his/her/their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at Fairfield County Ohio this 16th day of January, 2020



STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/21/22

[Signature]
Notary Public, State of Ohio
My Commission Expires: