

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for February 13, 2023**

Regular Meeting to order.

Michael Kaper called the Regular Meeting to order at 5:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Michael Kaper, Bill McNeer, Jon Kochis, Scott Richardson, and Bill Fagan. Tom Brennan arrived at 5:01 p.m. Glenn Burns arrived at 5:12 p.m.

Also present was Staci Knisley, Al Moyer, Brandon Foster, Don Kuhn, Ben Riggs, Kreig Babbert, James Shadd, Greg Fisher, and Pat Rooney. Ben Cooley arrived at 5:07 p.m.

Runway Closure

Mr. Kochis shared the history on project to replace the culvert that was put in 1962. The construction started in March of 2022. Actual planning started in 2019. The master plan called for the box culvert to be replaced. Rock River Construction, the selected contractor, ordered the box culvert in October 2022. It is set to ship by the end of the month, early March.

There are a couple ideas of what we can do in lieu of closing the runway including a displaced threshold. We will talk later during the Airport improvement part of the agenda to discuss the ideas further.

Opportunity for the Public to Address the Board

Mr. Babbert who lives near Buckeye Lake reported that the tree situation is getting worse for pilots. There are three (3) approaches are not authorized at night. It makes it more difficult for pilots. He stated that it became effective February 7, 2023.

Mr. Kochis stated that the Board will comment later during the Airport Improvement part of the agenda.

Approval of the Minutes for the January 9, 2023, Meeting

On motion of Jon Kochis and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve the minutes from the January 9, 2023, meeting.

Voting aye thereon: Kochis, Richardson, Kaper, McNeer, Brennan, and Fagan
Glenn Burns was absent. (arrived at the meeting later at 5:12 p.m.)
Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer reported that the red truck that is getting ready to be given back is still running. HAS is running it to keep things going.

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Mr. Kelsey reported that the HAS owned forklift truck that is being used by the Airport, Sundowner Aviation, and Fairfield Aircraft Services is not working anymore. We have an estimate of around \$5,000 for repair. To replace it, it would cost approximately \$ 15,000. He is asking the Board and Sundowner Aviation to share in the costs of the repairs.

Mr. Kochis asked what the life expectancy of the forklift truck after the repairs.

Mr. Kelsey reported that he could not answer exactly how long it would last but they expect a lot of years out of it. He stated that it would get a complete overhaul of repairs such as the hose lines, plugs, and tuning up the engine.

Mr. Moyer reported that there is nothing major wrong with it. There are things that are just worn out.

Mr. Brennan asked how many times a year the Airport uses this equipment.

Mr. Moyer reported that it is used about ten (10) times a year by Sundowner Aviation and HAS on behalf of the Airport.

Mr. Shadd with Fairfield Aircraft Services offered to share costs for the repairs if he is given opportunities to use it also.

Mr. Kochis made it clear that the County will not own, maintain, or insure the equipment. He suggested that a donation for the portion of the replacement be approved.

Dr. Burns arrived at the Board meeting.

Approval to donate \$1,250 to the Historical Aircraft Squadron (HAS) towards the repair of the forklift truck used for Airport related services and repairs.

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to donate \$1,250 to the Historical Aircraft Squadron (HAS) towards the repair of the forklift truck used for Airport related services and repairs.

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

Ms. Knisley stated that the donation will be paid directly to HAS out of the general repairs line item.

Mr. Kaper turned the meeting over to Dr. Burns.

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

a. Monthly Report

Mr. Rooney presented their monthly report for the Board to review; see attached to minutes.

Mr. Rooney asked the Board what the mark-up for fuel should be. Prior to the FBO agreement that was renewed in December 2022 the mark-up was \$.50 (50 cents)

The Board made no change to the current mark-up of fuel.

Standing Committee Updates:

Airport Improvement – Jon Kochis & Tom Brennan

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

Mr. Cooley reviewed the Engineer’s Summary report; see attached to minutes.

- FY21 FAA AIP Grant

The grant is near completion pending the FAA’s closeout. Once the master plan is approved, the closeout will be soon after that.

- FY22 FAA AIP Grant

The taxiway B project was rebid on February 3. The Shelly Company was the low bidder at \$409,772.50. An amendment to the FAA is allowable. The project will start in the spring.

Rock River Construction will begin the airfield drainage project on February 27. The current schedule for the closure of the runway would start on March 27 with the reopening on May 4; see the anticipated schedule attached to the minutes.

This is worst case scenario allowing for weather. He discussed the plans on replacing the culvert. There will be 3 pumps pumping water 24 hours per day. They will stage in the safety area until the runway is closed. There will be electric lines cut and will resplice when completed.

- Displaced Threshold

Mr. Kochis reported that he asked Mr. Cooley to give an estimate for a displaced threshold; see attached to minutes.

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Mr. Cooley reported that if the Board approved a displaced threshold, the contractors could come in and work while aircrafts can still land at 2,600 feet.

Mr. Kochis reported that the estimated costs for a displaced threshold would be almost \$58,000. These costs were not included in the bid package.

Mr. Riggs stated that 80% of the aircraft that are based here, and land here can land on 2,000 feet.

Mr. Shadd with Fairfield Aircraft Services stated that his business could not sustain with the runway being closed for 30 days.

Mr. Fisher stated that he is disappointed and surprised that the closure costs were never addressed by the Board or in the bid package.

Mr. Kochis stated that the plan was to originally start construction in the winter.

Mr. Cooley reported that the displaced threshold plan has not been approved by the FAA yet. The draft plan follows all FAA safety protocols. The plan is for the markings to removed and then put back east of the threshold.

Mr. Kochis asked the board to consider the displaced threshold plan for FAA's approval.

Approval to submit displaced threshold plan to the FAA for their approval.

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to submit the displaced threshold plan to the FAA for their approval; see draft plan attached to minutes.

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

Approval of authorization for change order to Rock River construction for the displaced threshold pending FAA's approval on the displaced threshold plan.

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the authorization for the change order to Rock River construction for the displaced threshold pending FAA's approval on the displaced threshold plan.

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

- SWAT/Storage Building

The SWAT building is completed. The Open house is tomorrow on February 14, 2023.

- FY22 ODOT obstruction removal

Mr. Kochis reported that Election House Road has utilities that need to be removed. This will not be a part of the obstruction removal. The utilities are unknown as of today.

Mr. Cooley reported that ODOT grant funds will not pay for removing utilities. ODOT grant funds are to be used for the east side tree removal. There is about to be a nighttime restriction due to the hump/dirt pile where the utilities are on Election House Road. Once the FAA approves, the PAPI's will mitigate the night time approach.

Mr. Babbert stated that there were already minimums raised back in the fall.

Mr. Cooley stated he would check into the change.

Mr. Kochis reported that estimates were received for the obstruction removal. He recommends that Wild Land Tree Care LLC be selected as the vendor. The trees must be completed by March 31 due to the Indiana Bat regulations. Our grant application covers about \$40,000, the final agreement will have the additional work to fully expend the available grant dollars.

Mr. Kochis goes on to discuss the proposed work quoted by Wild Land Tree Care LLC. He stated that since this quote is below the grant award, we could get more trees cut.

Approval to give Jon Kochis authorization to select the vendor as Wild Land Tree Care LLC upon approval of the County Prosecutor

On motion of Jon Kochis and second of Bill Fagan, the Airport Authority Board voted to approve and give Jon Kochis authorization to sign the agreement with Wild Land Tree Care LLC upon approval of the County Prosecutor; see completed agreement attached to minutes.

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

b. Master Plan Hangar Build

Mr. Kochis reported that he updated the Board of Commissioners at their meeting on January 24 related to the potential hangar builds. The hangar builds consist of the East T-hangar project (One 10-unit), Four 60ft x 60ft commercial style box hangars, and One 100ft x 100ft corporate hangar/community-based hangar. The community-based hangar could potentially store 12-14 aircrafts until a corporate tenant is interested in the space. There is still room for growth on the west side of the terminal where potentially the commercial box hangars will be built.

Mr. Kaper reported that Mr. Kochis did a good job presenting the priorities to the Board of Commissioners. The Board of Commissioners have not agreed to fund the hangars yet but seemed very supportive. They are researching what is the best way to fund the projects. The Board of Commissioners asked what the Airport Board Authority could provide for funding.

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Mr. Kochis stated that it is a huge investment at the Airport. All three builds are about \$10 million. The T-hangar build itself is estimated to be about \$2 million. There is a solid plan and there is obviously a need.

Mr. Cooley reported that the FAA could assist with funding for the taxiways or taxiway lanes.

Mr. Brennan stated that his concerns are still that the Airport is short on approaches.

Mr. Kochis reported that every study that has been completed argues that. Any aircraft that can fit in a 60 foot hangar, can land here. He recommended that Mr. Brennan review the master plan.

c. Bid Results for Taxiway B Rehab

Approval to accept the Shelly Company bid of \$409,772.50 to rehabilitate Taxiway B.

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve to accept the Shelly Company bid of \$409,772.50 to rehabilitate Taxiway B; see bid results attached to minutes.

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

d. Storm Water System

Mr. Foster reported that the bridge on the creek behind Hangar R has been removed including the trash.

Mr. Kochis reported that removing the bridge allows us to realign the drainage path. CMT will add this as a priority to the Airport Capital Improvement Plan (ACIP). The goal is to get FEMA approval to remove the wetland. We mitigated the creek and downstream. Hunters Run Conservancy District is mitigating the upstream. There is no crossover flooding. Once FEMA approves to remove the wetland we can start building on the northern part of the Airport.

e. Obstruction Removal Project
Nothing new to report.

f. FAA planning notes

Mr. Kochis reviewed the FAA planning notes from the November 1, 2022, meeting; see attached to minutes.

Community Relations – Michael Kaper

Nothing new to report.

Facilities and Grounds – Bill Fagan & Michael Kaper

- Hangar painting estimates

Mr. Fagan reviewed the painting estimates from Integrity Painting for the rows of Hangar P and Hangar Q. The estimates include power washing, 2 coats of paint, take lettering off and putting back on, and taking care of the aircrafts. There is a 2 month lead time in getting the paint. Integrity Painting did a great job last year. He recommends that one hangar row be approved for this year.

Mr. Kochis stated that with the displaced threshold project that is pending, we would be expending about \$100,000 this year if we approve the painting. The painting needs done. He agrees that Integrity Painting did do a good job last year. He supports the projects but would like to wait to make any decisions.

Mr. Brennan recommends that the painting projects get pushed to the fall.

Dr. Burns recommended that it is discussed again in the March meeting.

- Changing out locks

Mr. Kochis reported that the pipeline company cut our locks during their work on the pipeline. He recommends purchasing the combination pin/key locks. There are 12 gates that need secured. He has authority to purchase them and will proceed with changing out the locks.

Mr. Brennan added that being able to change the combination gives us added level of security.

- Hangar J lights

Mr. Fagan recommended the incandescent/fluorescent lights be replaced with LED in Hangar J.

Mr. Shadd stated if the Board purchased them, he would install them.

Mr. Kochis stated he will do some research and bring information to the Board in March.

Fixed Base Operator (FBO) Liaison – Scott Richardson

Nothing new to report.

Finance - Glenn Burns & Staci Knisley

- a. Financial Reports

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The Board reviewed the following financial reports:

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

There were no discussions or questions from the board.

b. Payment of Bills

Approval for payment of bills totaling \$ 2,015.63.

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$ 2,015.63; see invoice summary attached to minutes.

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

Motion to approve retroactively January payment of invoices totaling \$34,064.63.

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board motioned to approve retroactively January invoices totaling \$ 34,064.63; see attached to minutes.

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

Security & Safety – Jon Kochis & Bill McNeer

Nothing new to report.

Tenant Relations – Glenn Burns & Bill Fagan

The board reviewed the following reports:

- a. Rent Status Spreadsheet
- b. Hangar Waiting List
- c. Pre-pay discount for leases

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Dr. Burns reported that Mr. Kelsey asked for a 10% discount if tenants prepay for a year in advance.

Mr. Kelsey reported that it used to be a procedure put in place that if you prepaid your lease for a year, you get a 10% discount. He stated that Ms. Knisley and her staff spent less time by doing it this way rather than tracking down monthly rent. The other advantage is the county gets the money upfront for their use.

Mr. Brennan asked how a 10% reduction would impact our revenue. He realizes that soft and hard costs would have to be factored in.

Mr. Kochis stated that it would reduce our revenue \$25-30 a hangar per month.

Mr. Richardson pointed out that the Board of Commissioners encouraged us to raise the monthly rent.

Ms. Knisley added that it was not an automatic annual procedure.

Mr. Rooney stated that it was voted on temporarily due to vacancy of the hangars.

Mr. Kochis stated that it would be ideal if we could do automatic withdrawal and would save time in the Commissioners Office. We are right in line with costs on hangars at this point.

Dr. Burns stated that the Board is not in favor of a pre-pay discount at this time.

d. Hangar G8 Insurance coverage questions

Ms. Knisley reported that Mr. Dickerson, in Hangar G8, requested the Board if they would accept the hangar insurance coverage as an “all risks, not in motion” policy. His aircraft is non-air worthy. He needs to sign a new lease. He is still on an old lease.

Dr. Burns recommended this be reviewed by the county prosecutor.

Mr. Kochis stated that this would not be priority of the Prosecutor’s Office. It could take a while. He does see it meets the premising liability.

Dr. Burns asked Ms. Knisley to have Mr. Dickerson sign the lease and the insurance question will be reviewed later.

Web – Bill McNeer & Tom Brennan

Mr. McNeer reported that the updated information was made to the Airport website. He would like Havens Aviation to be added as a link, but they have not given us information to post.

Mr. Kochis recommended the Airport Board work on branding. He mentioned this at the last meeting, also.

Old Business

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a. Potential Air Show proposal by Steve Clapper

Mr. Richardson reported that he had a telephone message from Mr. Clapper. He is postponing the date to fall of 2024. The State tax status is resolved. The Federal tax status is not resolved.

b. Hangar Rental fee research

Mr. Kochis stated he provided information of comparable hangar rental fees to the Board of Commissioners. We are in line with hangar fees where we should be with comparable and surrounding Airports.

c. Annual Renewal for Lease Agreements

Mr. Kochis reported that the Prosecutor's Office recommended changes related to the termination of agreements. Now that we changed wording in the new leases, it is not necessary at this time.

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

Nothing new to report.

New Business

Nothing new to report.

Informational

- Fuel Tanks Compliance Inspection Report from the Department of Commerce received.

Calendar of upcoming events and other important dates

The Board reviewed the following calendar of dates:

a. FAA lease for space expires 9/30/2022

Mr. Kochis reported that the lease was finally received from the FAA. The Prosecutor's Office has no issues with the lease. The lease is \$500 annually to the Airport.

Approval of FAA lease for space inside the closet of Hangar J

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the FAA lease for space inside the closet of Hangar J; see lease attached to minutes.

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

Motion passed.

b. EAA lease renewal with the Board of Commissioners – expiration date of 2/28/23

c. OTTER/UST renewal expires 6/30/23

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- d. Petroleum Underground Tank – UST Certificate of Coverage – expires 6/30/23
- e. CMT Master agreement expires 9/9/2023 (option to extend one (1) more year)
- f. Blue Lightning Initiative – report due annually within 30 days of 9/30/23
- g. Noxious Weed Control Agreement with Douglas Majors – expires 12/31/23
- h. HAS mowing and snow removal contract expires on 9/30/2024
- i. FBO Agreement expires 12/31/2024
- j. Insurance Agreement expires 12/31/2025
- k. Legal services agreement with County Prosecutor – expires 12/31/2025
- l. Hangar J Lease agreement expires 12/31/26
- m. Lease agreement with Board of Commissioners to operate facilities – 10/25/2027

Adjournment

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 6:51 p.m.

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

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

Aye
Glenn Burns

Aye
Bill Fagan

Absent
Tom Brennan

Aye
Jon Kochis

Aye
Michael Kaper

Aye
William McNeer

Absent
Scott Richardson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

Monthly Board Report 2023

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR OCCUPANCY	72/72											
R HANGAR OCCUPANCY	6/6											
NEW LEASES	1											
OVERNIGHT	0											
FUEL SALES 100LL	3526.97											
FUEL SALES JET A	\$ 20,519.20											
	\$ 1,026.70											
	\$ 6,438.10											
# OPERATIONS	2000											
HANGAR ISSUES	Lack of											
PUBLIC COMMENTS	Runway Closure											
FAA INCIDENTS	0											

Totals
 3527
 \$20,519.20
 1026.70
 \$ 6,438.10

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Engineer's Summary Report

1. FY 21 FAA AIP Grant

Master Plan – Nearing completion. Facility requirements comments addressed – FAA review underway. Alternatives prepared, Submitted to FAA for review. ALP submitted for FAA review Jan 26.

Rehab Taxiway B - Design
Design complete, rebidding complete. Grant closeout drafting now.

Improve Airfield Drainage – Design. Project bid and awarded. Additional design fee amendment to be reimbursed at closeout. Grant closeout documentation drafting now.
2. FY 22 FAA AIP Grant

Rehab Taxiway B - Construction
Project was rebid on Feb 3. Three contractors submitted bids, all values were above previous low bid from 2022. Additional funds will be requested from FAA at closeout. Bid recommendation letter provide by CMT. **Request action to approve bids and award contract to Shelly Co.**

Improve Airfield Drainage – Construction. Rock River Construction preconstruction meeting on Feb 20. Taxiway closures to begin on Feb 27 to start staging culvert sections. Anticipated schedule and notice of closure document are attached for records and general informational use.
3. SWAT Storage Bldg – Contractor: Setterlin - \$1,635,650.
 - a. Substantially complete, final punchlist items remain. Contractors' closeout documents are being drafted.
4. OH FY 22 State grant application – Obstruction Removal (East).
 - a. Est End _ Phase 1 Plans 100% complete – Substantial work complete. Trees and obstacles uploaded, and approval complete for removal from FAA obstruction database.
 - b. East End - Phase 2 – Work is still pending, continued efforts to seek favorable removals or trimming of trees.
5. OH FY 23 State grant application – West Obstruction Removal.
 - a. RFP out for contractor review and pricing. Majority of trees were identified and marked during pre-proposal meeting with prospective contractors on Jan 27.
6. Other discussion items:
 - a. Terminal expansion – ATP grant app – desired actions
 - b. East T-hangars pavement rehabilitation – local only funding
7. Action Items:
 - a. Taxiway B Rehab – approve and award contract

Anticipated Schedule

Start	Finish	Activity Description
2/27/2023		Close Taxiway - Material Delivery/stockpile Install RCP under taxiway/Catch Basin/End wall Spot Utilities, install erosion control
3/6/2023	3/9/2023	Regrade Ditch Install precast end section, begin laying box 9+12 +/- install rip rap
3/13/2023	3/23/2023	Install Box to RSA of Runway
3/27/2023	4/24/2023	Close Runway Install Box Culvert
4/25/2023	5/8/2023	Begin prep for pavement installation Install Pavement Job site cleanup Install Seeding and mulching
	5/4/2023	Open Runway and Taxiway

Knisley, Staci A

From: Kochis, Jon P
Sent: Monday, February 6, 2023 4:42 PM
To: Knisley, Staci A
Subject: Fw: [E] RE: Displaced Threshold
Attachments: Displaced Threshold Exhibit.pdf; CostEst_Displaced Threshold.pdf

Please add to the agenda for the next meeting.

thanks!

From: Ben Cooley <bcooley@cmtengr.com>
Sent: Monday, February 6, 2023 1:37 PM
To: Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov>
Subject: [E] RE: Displaced Threshold

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jon,
Attached is a draft of the partial runway closure needed to keep the culvert installation work and equipment outside the safety area and 20:1 approach surface.
We would need some lighting work as well as removal and repainting of runway markings.

A rough cost estimate is attached as well, we used some values from past bidding, but since this effort is not under contract with anyone yet, pricing could fluctuate significantly.
We showed an additional removal and remarking of the areas east of the culvert as an additional price, just to help understand all that goes into it.
FAA review and approval is going to be needed if we desired to go down this path as well, this would not need to be in place until the runway closure, but coordination should start asap if needed.

After we add the displaced threshold approximately 2598' of runway would remain.

Let me know if you or any other airport people have any questions.

BEN COOLEY PE | Crawford, Murphy & Tilly | w 614.468.1205 | m 614.499.6496
OH/IN Group Manager

From: Kochis, Jon P <jon.kochis@fairfieldcountyohio.gov>
Sent: Monday, February 6, 2023 8:35 AM
To: Ben Cooley <bcooley@cmtengr.com>
Subject: Displaced Threshold

External Message: This email was sent from someone outside of CMT. Please use caution with links and attachments from unknown senders or receiving unexpected emails.

Ben,

Fairfield County Airport
Improve Airfield Drainage

Construction Notification

Anticipated Duration: **February 27, 2023 – May 8, 2023**

Construction Schedule to be updated as construction starts, 72-day duration max

Airport Impacts:

Closure of Taxiway B east of hangars (see photo, red) – February 27, 2023 – May 3, 2023

Closure of Runway 10-28 east of hangars (see photo, orange) – March 27, 2023 – May 3, 2023



Displaced Threshold – No displaced threshold, full runway closure

2/3/2023



By: Crawford, Murphy and Tilly, Inc.
 8101 N. High Street, Suite 150
 Columbus, Ohio 43235

For: Fairfield County Airport
 Lancaster, Ohio

FAIRFIELD COUNTY AIRPORT
IMPROVE AIRFIELD DRAINAGE
ENGINEERS PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION VALUES
February 6, 2023

Item No.	Item Description	Unit	Quantity	Unit Values	Extended Values
DISPLACED THRESHOLD, BASE					
1	P-620 Marking Removal	SF	5,100	\$1.00	\$5,100.00
2	P-620 Temporary Marking, White	SF	3,100	\$1.50	\$4,650.00
3	P-620 Temporary Marking, Yellow	SF	2,000	\$1.50	\$3,000.00
4	L-125 Install Relocated Threshold Lights	LS	1	\$5,000.00	\$5,000.00
				TOTAL	\$17,750.00
ADDITION REMOVALS OF EXISTING BEYOND CONSTRUCTION LIMITS					
1	P-620 Marking Removal	SF	13,350	\$1.00	\$13,350.00
2	P-620 Marking, White	SF	12,750	\$2.00	\$25,500.00
3	P-620 Marking, Yellow	SF	600	\$2.00	\$1,200.00
				TOTAL	\$40,050.00

NUMBER	BY	DATE

0 1 2
 1/8" = 1'-0" (AS SHOWN)
 1/4" = 1'-0" (AS SHOWN)
 1/2" = 1'-0" (AS SHOWN)

FAIRFIELD COUNTY AIRPORT
 LANCASTER, OHIO
 IMPROVE AIRFIELD DRAINAGE
 EXHIBIT

DESIGN BY: BCK
 DRAWN BY: BCK
 CHECKED BY:
 APPROVED BY:
 DATE: 2/17/2023
 JOB NO.: 2002213 00

SHEET X OF X SHEETS



NOTES:
 1. CONTRACTOR SHALL COVER RUNWAY EDGE LIGHTS PRIOR TO OPENING DISPLACED RUNWAY.

CONTRACTOR SHALL REUSE EXISTING LIGHT STAKE MOUNTING ON PROVIDE NEW (AS REQUIRED).
 EXISTING THRESHOLD LIGHTS SHALL REMAIN AT THE PREVIOUS ELEVATION.
 ISOLATION TRANSFORMER, RELOCATED OR NEW THE SOLUTION TRANSFORMER SHALL BE PROVIDED BY CONTRACTOR. EXISTING ISOLATION TRANSFORMER FROM EXISTING THRESHOLD LIGHTS AND REUSE FOR RELOCATED THRESHOLD LIGHTS OR PROVIDE NEW ISOLATION TRANSFORMER FOR RELOCATED THRESHOLD LIGHTS.

MOUNTING DETAILS
 TEMPORARY THRESHOLD LIGHT
 N.T.S.

CHEVRON MARKING - YELLOW
 N.T.S.

RUNWAY DESIGNATION NUMERALS
 N.T.S.

Fairfield County
Board of Commissioners

AGREEMENT

This Agreement is made as of the 24th day of February, 2023, between the Owner and the Contractor for the following project as listed below:

OWNER: The Fairfield County Board of Commissioners
210 East Main Street, Room 300
Lancaster, Ohio 43130

CONTRACTOR: Wildland Tree Care LLC
1380 Blue Valley Rd. SE
Lancaster, OH 43130

PROJECT NAME: Tree Clearing in Runway Protection Zone

ENGINEER: Ben Cooley, CMT
(if applicable)

The undersigned Contractor is to furnish all material and perform all labor necessary to complete the Work described in the Contract Documents and the attached Exhibit A – Scope Attached, and as noted below:

1. The parties agree that the contract shall consist of Exhibit A: Scope attached, and this agreement, all of which are collectively known as the "Contract".
2. The contract term is for 45 days
3. The total amount of the contract cannot exceed Forty Eight Dollars and 00/100 dollars; (\$48,000), unless otherwise limited or expanded by a written contract amendment.
4. The Contractor and the Owner agree that the following exceptions and clarifications to the scope of work, as noted in the referenced bid documents shall apply:
 - A. NA
5. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio, sitting in Fairfield County, Ohio.
6. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. The

Contractor shall name Fairfield County Board of Commissioners as an additional insured on the liability insurance. A copy of the policy shall be provided to the Owner prior to the commencement of work. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.

7. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
8. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, however, the County will, at all times, have access to the work. All work will be performed in a good and workmanlike manner. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
9. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
10. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
11. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
12. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.
13. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the

provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.

14. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
15. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
16. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Additional charges MUST be approved by the Board of the Fairfield County Commissioners in writing and will be based on additional time spent to complete the Work. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
17. Upon receipt of a periodic Applications for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the Owner will issue Final Payment within fifteen (15) days.
18. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.
19. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
20. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a County employee will gain financially or

receive personal favors as a result of the signing or implementation of the Agreement. The Contractor shall report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this contract, the County may exercise any right under this agreement including termination.

21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the County shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.
22. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Contractor:

Signed By: _____



Date: _____

2/24/23

ACCEPTANCE

You are hereby authorized to proceed with the above work for which the undersigned agrees to pay the amount stated in said Contract and according to the terms thereof:

Owner: **Fairfield County Airport**

Signed By: _____



Date: _____

2/24/2023



February 3, 2023

Mr. Glenn Burns
Airport Authority President
Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, OH 43112

**RE: 20092137 Fairfield County Airport
Rehabilitate Taxiway B - Rebid
Bid Recommendation**

Dear Mr. Burns,

On February 3, 2023 bids were opened for the above referenced project. Below is a summary of the bids and attached is a detailed bid tabulation.

Company	Base Bid
<i>Engineer's Estimate</i>	<i>\$427,600.00</i>
The Shelly Company	\$409,772.50
Strawser Paving	\$417,682.50
Engineer's Estimate	\$529,578.59

We have reviewed the proposals provided and found them to be complete in the bidding requirements having provided all the appropriate documents. The bidders were vetted and found to be in good standing in the State of Ohio and US government.

Based on our review and available funding, CMT recommends the Authority accept and award the project for the Base Bid for a total value of \$409,772.50 to The Shelly Company. See attached bid tabs for breakdown.

If you have any questions, please contact our office.

Sincerely,
Crawford, Murphy & Tilly, Inc



Ben Cooley, P.E.
Project Manager

Encls. Bid Tabulation

Copy: CMT - file



By:
 Crawford, Murphy and Tilly, Inc.
 8101 North High Street, Suite 150
 Columbus, Ohio 43235

For:
 Fairfield County Airport
 Fairfield County Airport Authority
 Lancaster, Ohio

Rehabilitate Taxiway B Rebid

Bid Tabs

February 3, 2023

Item No.	Spec.	Item Description	Unit	Quantity	Unit Value	Extended Value
1	C-105	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2	P-101	COLD MILLING, 1.5-INCH	SY	18,000	\$ 5.00	\$ 90,000.00
3	P-101	PAVEMENT PLANING, BUTT JOINT, 2-INCH	SY	650	\$ 6.00	\$ 3,900.00
4	P-101	JOINT AND CRACK REPAIR	LF	2,000	\$ 5.00	\$ 10,000.00
5	P-401	ASPHALT SURFACE COURSE, 2-INCH	TON	2,200	\$ 130.00	\$ 286,000.00
6	P-603	ASPHALT TACK COAT	GAL	1,500	\$ 3.00	\$ 4,500.00
7	P-620	TEMPORARY MARKING, YELLOW	SF	3,300	\$ 3.00	\$ 9,900.00
8	P-620	MARKING, YELLOW	SF	3,300	\$ 2.50	\$ 8,250.00
Estimate of Proposed Construction Values: \$ 427,600.00 Estimate of Proposed Engineering Services: \$ 30,000.00 Estimate of Project Value: \$ 457,600.00						

Shelly Company	
Unit Value	Total Cost
\$ 22,000.00	\$ 22,000.00
\$ 2.15	\$ 38,700.00
\$ 2.15	\$ 1,397.50
\$ 1.65	\$ 3,300.00
\$ 146.00	\$ 321,200.00
\$ 2.25	\$ 3,375.00
\$ 3.50	\$ 11,550.00
\$ 2.50	\$ 8,250.00
	\$ 409,772.50

Strawser Paving	
Unit Value	Total Cost
\$ 65,000.00	\$ 65,000.00
\$ 2.15	\$ 38,700.00
\$ 2.15	\$ 1,397.50
\$ 6.40	\$ 12,800.00
\$ 130.00	\$ 286,000.00
\$ 2.15	\$ 3,225.00
\$ 1.60	\$ 5,280.00
\$ 1.60	\$ 5,280.00
	\$ 417,682.50

Kokosing Construction Co.	
Unit Value	Total Cost
\$ 51,743.59	\$ 51,743.59
\$ 2.60	\$ 46,800.00
\$ 25.00	\$ 16,250.00
\$ 1.50	\$ 3,000.00
\$ 180.50	\$ 397,100.00
\$ 2.75	\$ 4,125.00
\$ 1.60	\$ 5,280.00
\$ 1.60	\$ 5,280.00
	\$ 529,578.59

FAIRFIELD COUNTY AIRPORT (LHQ)
FY 2023 Planning Meeting Notes – Final
November 1, 2022 @ 1 pm

1. Introduction (List Attendees) – FAA: Katy Delaney, Mark Grennell, Misty Peavler; LHQ: Jon Kochis; Consultant (CMT): Ben Cooley

2. Open Grant Status

#3-39-0044-030-2021 (POP 6/16/2025) – Update Airport Master Plan Katy is reviewing alternatives.

#3-39-0044-031-2021 (POP 6/24/2025) – Improve Airport Drainage; Rehab Taxiway B1 (Design) Design is complete, closeout is expected to be submitted in three months.

#3-39-0044-034-2022 (POP 8/9/2026) – Improve Airport Drainage; Rehab Taxiway B1 (Construction) The drainage project has started, the taxiway project is expected to be re-bid in December.

3. FY 2022/2023 NOFO

FAA will be issue NOFOs annually for competitive funding requests (BIL – Airport Terminal Program and Federal Contract Tower) – please be on the lookout for these requests.

Answer all the questions in the NOFO.

4. ACIP Review – AIP and BIL (3/2/2022) and PCI map (2015)

The CIP was discussed. The airport is interested in completing an airport wide master drainage study. This was proposed in 2022 but did not occur. The project is being considered for FY 2023, however, the airport sponsor needs to confirm the project is in the current consultant solicitation. Based on follow up emails after the planning meeting, it was determined drainage projects/study were included in the solicitation.

The airport is continuing with the preparation of their master plan update. The next projects would be after the master plan is completed. The airport is looking to construct a north parallel taxiway to open up this area for aeronautical development. The plan is to complete the environmental and design in 2024 and construct in 2025. This project will need additional funds for construction. The airport is intending to use available AIG

funds to construct the accompanying apron. The airport also intends to use AIG funds to construct an east t-hangar taxilane.

Projects in 2026 and beyond will be to relocate Taxiway A1 (Direct connect from apron to runway), A2, and rehabilitate Taxiway A3. The airport is also interested in completing perimeter fencing and a new entrance road. The airport sponsor understands that a new airport entrance drive does not compete well for additional funding.

5. Project Requirements for a FY 2023 AIP project

a. Proposed Available Funding (AIP & AIG)

	AIP	AIG
FY 2023* (Proposed)	\$150,000	\$145,000
FY 2022	\$ 0	\$159,000
FY 2021	\$ 0	
FY 2020 (Expiring)	\$ 0	
Total Available	\$150,000	\$304,000

*FY 2022 AIG funds are currently available. FY 2023 AIG is anticipated to be calculated in November based on the NPIAS Report to Congress to be published 9/30/2022.

b. Project Requirements

- i. Consultant Selection – Year completed? Project included? Separate solicitation for planning/environmental work? Existing Professional Service Agreement with CMT signed in 2019. As stated previously, drainage study is included in existing consultant selection.
- ii. ALP – is the project on the currently approved ALP? Master Plan/ALP Update currently being completed.
- iii. Financial Plan – does the project require a financial plan? May be needed for new taxiway construction. Will need additional information once the master plan is completed.
- iv. NEPA – what is the appropriate level of NEPA documentation? ADO will complete CATEX Memo for drainage study.
- v. DBE Goal Requirement? Projects over \$250,000 require a DBE plan/goal to be approved prior to grant issuance.

vi. IFE and Record of Selection and Negotiation

vii. Schedule

Proposed Project Grant Description

AIP – Carryover

AIG – Conduct Drainage Study

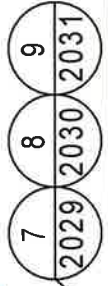
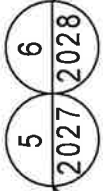
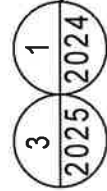
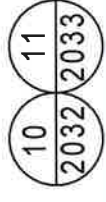
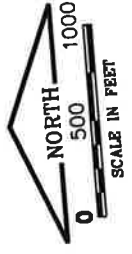
6. Additional Information – See handout

7. Next Steps

- a. Prepare and submit a copy of the CIP (including a sketch) no later than 2 weeks after your planning meeting. Provide copies to the following: Received.
 - i. FAA Planner: Katherine.S.Delaney@faa.gov
 - ii. Use following email for ODOT: Ohio.Airport.Grants@dot.ohio.gov
 - iii. ADO Electronic Mail Intake: 9ACEDETADOMailI@faa.gov
- b. Prepare and submit the AIG pre-application no later than **2 weeks after your planning meeting**. Please submit.
- c. Submit AIP Carryover letter.
- d. Prepare and submit the appropriate level of NEPA documentation to your EPS no later than January 16, 2023. N/A – FAA will complete memo.
- e. The program manager will review the pre-application and contact the airport if additional information is needed.

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2024 to FY-2033

Airport Name: Fairfield County Airport		Date prepared: November 8, 2022							
Associated City: Lancaster, OH		Prepared By: Crawford, Murphy & Tilly, Inc.							
Sponsor: Fairfield County Airport Authority		Telephone No.: 614-468-1200							
Airport ID: LHQ		Congressional District: Ohio 15th District							
		\$159,000/year							
Item #	Description	Fiscal Year	Total Cost	Entitlement	Apportionment Discretionary	Infrastructure Funds	State Non-FAA	Local	Remarks/Item Justification
	Master Drainage Study	22	\$175,000			\$157,500		\$17,500	
	Rehabilitate East T/H Taxiways	L23	\$40,000	\$0	\$0		\$0	\$40,000	Local Funding
	Obstruction Removal - West Approach	S23	\$250,000	\$0	\$0		\$237,500	\$12,500	West Approach Clearing
	Rollover NPE Funds	23	\$0	\$0	\$0	0	\$0	\$0	
1	Construct North Taxiway (660' x 35') and Apron (3,000 SY) - Environmental	24	\$175,000	\$157,500	\$0	\$0	\$8,750	\$8,750	
2	East T-Hangar Taxiways - Design and Construction	24	\$325,000	\$0	\$0	\$292,500	\$0	\$32,500	
	East T-Hangar - Construction	L24	\$900,000	\$0	\$0	\$0	\$0	\$900,000	B-unit adjacent to Hangar O - Locally funded
3	Construct North Taxiway (660' x 35') and Apron (3,000 SY) - Design	25	\$75,000	\$67,500	\$0	\$0	\$3,750	\$3,750	
4A	Construct North Taxiway (660' x 35')	26	\$450,000	\$375,000	\$30,000	\$0	\$22,500	\$22,500	
4B	Construct North Apron (3,000 SY)	26	\$400,000	\$0	\$0	\$360,000	\$0	\$40,000	
5	Relocate Taxiway A1, A2, Rehabilitate Taxiway A3 - Design	27	\$95,000	\$85,500	\$0	\$0	\$4,750	\$4,750	Connecting Taxiways - Remove direct apron access
6	Relocate Taxiway A1, A2, Rehabilitate Taxiway A3 - Construction	28	\$560,000	\$214,500	\$289,500	\$0	\$28,000	\$28,000	
7	Construct Entrance Drive - Environmental	29	\$150,000	\$135,000	\$0	\$0	\$7,500	\$7,500	
8	Construct Entrance Drive - Design	30	\$100,000	\$90,000	\$0	\$0	\$5,000	\$5,000	
9	Construct Entrance Drive - Construction	31	\$2,000,000	\$225,000	\$1,575,000	\$0	\$100,000	\$100,000	
10	Partial Perimeter Wildlife Fencing - Phase 1	32	\$250,000	\$150,000	\$75,000	\$0	\$12,500	\$12,500	North Side Property Line
11	Partial Perimeter Wildlife Fencing - Phase 2	33	\$250,000	\$150,000	\$75,000	\$0	\$12,500	\$12,500	North Side Property Line



10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2024 TO FY-2033	
ITEM NUMBER	DESCRIPTION
1	CONSTRUCT NORTH TAXIWAY (680' x 35') AND APRON (3000 SY) - ENVIRONMENTAL
2	EAST T-HANGAR TAXILANES - DESIGN AND CONSTRUCTION
3	CONSTRUCT NORTH TAXIWAY (680' x 35') AND APRON (3000 SY) - DESIGN
4A	CONSTRUCT NORTH TAXIWAY (680' x 35')
4B	CONSTRUCT NORTH APRON (3,000 SY)

5	2027	RELOCATE TAXIWAY A1, A2, REHABILITATE TAXIWAY A3 - DESIGN
6	2028	RELOCATE TAXIWAY A1, A2, REHABILITATE TAXIWAY A3 - CONSTRUCTION
7	2029	CONSTRUCT ENTRANCE DRIVE - ENVIRONMENTAL
8	2030	CONSTRUCT ENTRANCE DRIVE - DESIGN
9	2031	CONSTRUCT ENTRANCE DRIVE - CONSTRUCTION
10	2032	PARTIAL PERIMETER WILDLIFE FENCING - PHASE 1
11	2033	PARTIAL PERIMETER WILDLIFE FENCING - PHASE 2

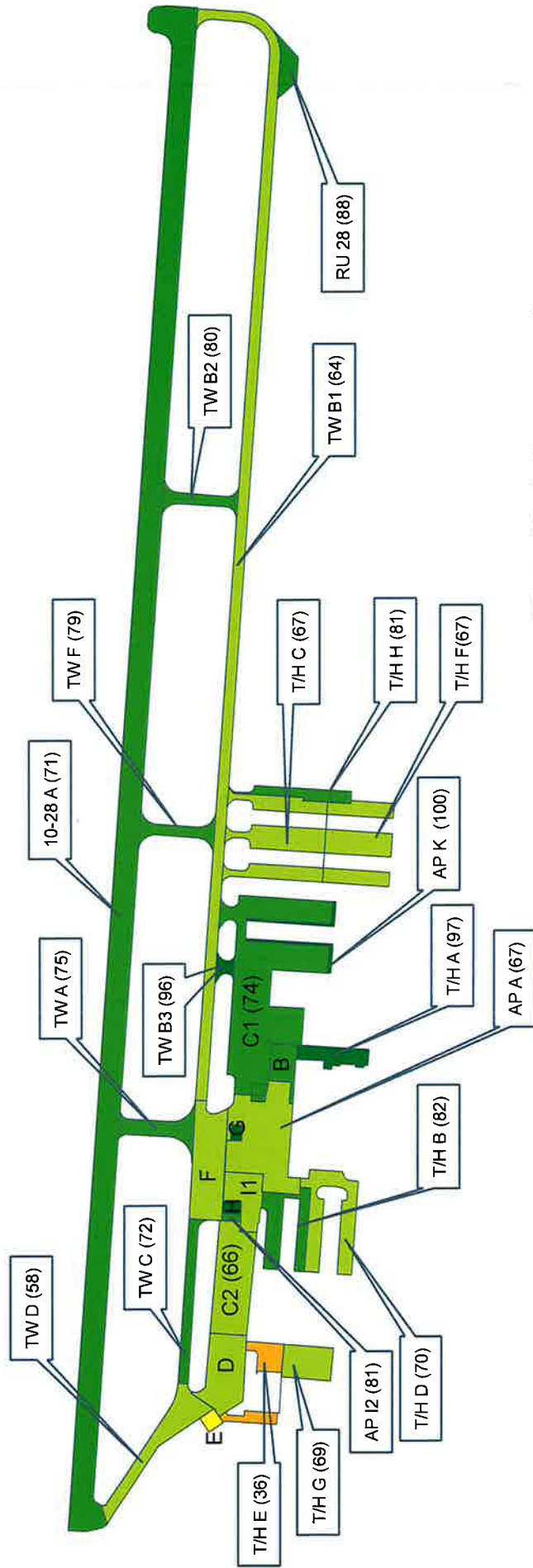
DATE: NOV 2, 2022
 JOB No: _____
 SHEET: 1 OF 1



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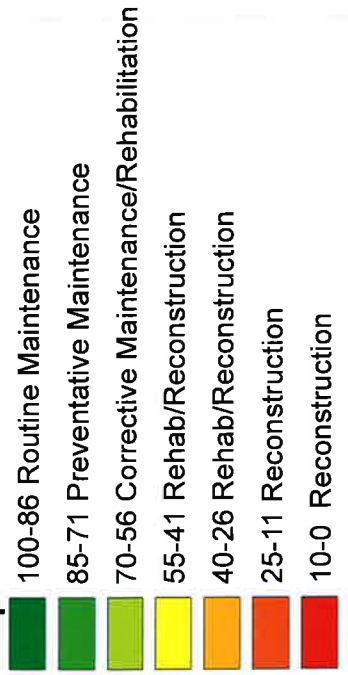
FAIRFIELD COUNTY AIRPORT
 LANCASTER, OH

10 YEAR CAPITAL IMPROVEMENT
 PROGRAM
 FY-2024 TO FY-2033



Fairfield County

Pavement Condition Index Inspection 12/16/2015



APRON
B 79
D 66
E 45
F 80
G 98
H 88
I 1 60



> 1 ASSOC CITY: LANCASTER 4 STATE: OH LOC ID: LHQ FAA SITE NR: 18075.*A
 > 2 AIRPORT NAME: FAIRFIELD COUNTY 5 COUNTY: FAIRFIELD, OH
 3 CBD TO AIRPORT (NM): 3 NW 6 REGION/ADO: AGL /DET 7 SECT AERO CHT: CINCINNATI

GENERAL

10 OWNERSHIP: PUBLIC
 > 11 OWNER: FAIRFIELD CO COMMISSIONERS
 > 12 ADDRESS: 210 E MAIN ST RM 301
 LANCASTER, OH 43130-3854
 > 13 PHONE NR: 740-654-7001
 > 14 MANAGER: PAT ROONEY
 > 15 ADDRESS: 3430 OLD COLUMBUS RD NW
 CARROLL, OH 43112-9674
 > 16 PHONE NR: 740-654-7001
 > 17 ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
ALL	ALL	0800-1800

SERVICES

> 70 FUEL: 100LL A+
 > 71 AIRFRAME RPRS: MAJOR
 > 72 PWR PLANT RPRS: MAJOR
 > 73 BOTTLE OXYGEN: NONE
 > 74 BULK OXYGEN: NONE
 75 TSNT STORAGE: HGR TIE
 76 OTHER SERVICES: INSTR,RNTL,SALES, SURV

BASED AIRCRAFT

90 SINGLE ENG:	84
91 MULTI ENG:	9
92 JET:	3
93 HELICOPTERS:	8
TOTAL:	104
94 GLIDERS:	0
95 MILITARY:	0
96 ULTRA-LIGHT:	1

FACILITIES

> 80 ARPT BCN: WG
 > 81 ARPT LGT SKED: SEE RMK
 BCN LGT SKED: SS-SR
 > 82 UNICOM: 122.725
 > 83 WIND INDICATOR: YES-L
 84 SEGMENTED CIRCLE: NONE
 85 CONTROL TWR: NO
 86 FSS: DAYTON
 87 FSS ON ARPT: NO
 88 FSS PHONE NR:
 89 TOLL FREE NR: 1-800-WX-BRIEF

OPERATIONS

100 AIR CARRIER:	0
102 AIR TAXI:	0
103 G A LOCAL:	41,836
104 G A ITRNT:	1,646
105 MILITARY:	100
TOTAL:	43,582

OPERATIONS FOR 12 MONTHS ENDING 07/29/2021

18 AIRPORT USE: PUBLIC
 19 ARPT LAT: 39-45-20.299N ESTIMATED
 20 ARPT LONG: 82-39-25.547W
 21 ARPT ELEV: 868.4 SURVEYED
 22 ACREAGE: 130
 > 23 RIGHT TRAFFIC: 28
 > 24 NON-COMM LANDING: NO
 25 NPIAS/FED AGREEMENTS: YES / NGY
 > 26 FAR 139 INDEX: /

RUNWAY DATA

> 30 RUNWAY IDENT:	10/28
> 31 LENGTH:	5,003
> 32 WIDTH:	75
> 33 SURF TYPE-COND:	ASPH-G
> 34 SURF TREATMENT:	
35 GROSS WT: S	25.5
36 (IN THSDS) D	38.5
37	2D
38	2D/2DS

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:	MED
> 42 RWY MARK TYPE-COND:	NPI- G / NPI- G
> 43 VGSI:	P2L / P2L
44 THR CROSSING HGT:	43 / 52
45 VISUAL GLIDE ANGLE:	3.00 / 3.50
> 46 CNTRLN-TDZ:	- / -
> 47 RVR-RVV:	- / -
> 48 REIL:	Y / Y
> 49 APCH LIGHTS:	/

OBSTRUCTION DATA

50 FAR 77 CATEGORY:	C / C
> 51 DISPLACED THR:	/
> 52 CTLG OBSTN:	TREES / BERM
> 53 OBSTN MARKED/LGTD:	/
> 54 HGT ABOVE RWY END:	60 / 6
> 55 DIST FROM RWY END:	795 / 260
> 56 CNTRLN OFFSET:	95R / 250L/R
57 OBSTN CLNC SLOPE:	9:1 / 10:1
58 CLOSE-IN OBSTN:	N / N

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):	/
> 61 TAKE OFF DIST AVBL (TODA):	/
> 62 ACLT STOP DIST AVBL (ASDA):	/
> 63 LNDG DIST AVBL (LDA):	/

(-) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 014 SUNDOWNER.AVIATION@YAHOO.COM.
 A 016 CELL 740-475-8188.
 A 017 UNATNDD THANKSGIVING, CHRISTMAS, & NEW YEARS.
 A 070 FUEL AVBL H24 VIA CREDIT CARD.
 A 075 PRIOR CDN RQRD.
 A 081 ACTVT REIL RWY 10 & 28; MIRL RWY 10/28 - CTAF, PAPI RWY 10 & 28 OPR CONSLY.
 A 000 RWY 28 CALM WIND RWY.

111 INSPECTOR: (S)

112 LAST INSP: 07/29/2021

113 LAST INFO RES:

> 1 ASSOC CITY: LANCASTER 4 STATE: OH LOC ID: LHQ FAA SITE NR: 18075.*A
 > 2 AIRPORT NAME: FAIRFIELD COUNTY 5 COUNTY: FAIRFIELD, OH
 3 CBD TO AIRPORT (NM): 3 NW 6 REGION/ADO: AGL /DET 7 SECT AERO CHT: CINCINNATI

GENERAL		SERVICES	BASED AIRCRAFT
10 OWNERSHIP: PUBLIC		> 70 FUEL: 100LL A+	90 SINGLE ENG: 84
> 11 OWNER: FAIRFIELD CO COMMISSIONERS			91 MULTI ENG: 9
> 12 ADDRESS: 210 E MAIN ST RM 301		> 71 AIRFRAME RPRS: MAJOR	92 JET: 3
LANCASTER, OH 43130-3854		> 72 PWR PLANT RPRS: MAJOR	93 HELICOPTERS: 8
> 13 PHONE NR: 740-654-7001		> 73 BOTTLE OXYGEN: NONE	TOTAL: 104
> 14 MANAGER: PAT ROONEY		> 74 BULK OXYGEN: NONE	
> 15 ADDRESS: 3430 OLD COLUMBUS RD NW		75 TSNT STORAGE: HGR TIE	94 GLIDERS: 0
CARROLL, OH 43112-9674		76 OTHER SERVICES: INSTR,RNTL,SALES, SURV	95 MILITARY: 0
> 16 PHONE NR: 740-654-7001			96 ULTRA-LIGHT: 1
> 17 ATTENDANCE SCHEDULE:			
MONTHS DAYS HOURS			
ALL ALL 0800-1800			
		FACILITIES	OPERATIONS
18 AIRPORT USE: PUBLIC		> 80 ARPT BCN: WG	100 AIR CARRIER: 0
19 ARPT LAT: 39-45-20.299N ESTIMATED		> 81 ARPT LGT SKED: SEE RMK	102 AIR TAXI: 0
20 ARPT LONG: 82-39-25.547W		BCN LGT SKED: SS-SR	103 G A LOCAL: 41,836
21 ARPT ELEV: 868.4 SURVEYED		> 82 UNICOM: 122.725	104 G A ITRNT: 1,646
22 ACREAGE: 130		> 83 WIND INDICATOR: YES-L	105 MILITARY: 100
> 23 RIGHT TRAFFIC: 28		84 SEGMENTED CIRCLE: NONE	TOTAL: 43,582
> 24 NON-COMM LANDING: NO		85 CONTROL TWR: NO	
25 NPIAS/FED AGREEMENTS: YES / NGY		86 FSS: DAYTON	OPERATIONS FOR 12
> 26 FAR 139 INDEX: /		87 FSS ON ARPT: NO	MONTHS ENDING 07/29/2021
		88 FSS PHONE NR:	
		89 TOLL FREE NR: 1-800-WX-BRIEF	

RUNWAY DATA

> 30 RUNWAY IDENT:
 > 31 LENGTH:
 > 32 WIDTH:
 > 33 SURF TYPE-COND:
 > 34 SURF TREATMENT:
 35 GROSS WT: S
 36 (IN THSDS) D
 37 2D
 38 2D/2DS
 > 39 PCN / PCR:

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:
 > 42 RWY MARK TYPE-COND:
 > 43 VGSi:
 44 THR CROSSING HGT:
 45 VISUAL GLIDE ANGLE:
 > 46 CNTRLN-TDZ:
 > 47 RVR-RVV:
 > 48 REIL:
 > 49 APCH LIGHTS:

OBSTRUCTION DATA

50 FAR 77 CATEGORY:
 > 51 DISPLACED THR:
 > 52 CTLG OBSTN:
 > 53 OBSTN MARKED/LGTD:
 > 54 HGT ABOVE RWY END:
 > 55 DIST FROM RWY END:
 > 56 CNTRLN OFFSET:
 57 OBSTN CLNC SLOPE:
 58 CLOSE-IN OBSTN:

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):
 > 61 TAKE OFF DIST AVBL (TODA):
 > 62 ACLT STOP DIST AVBL (ASDA):
 > 63 LNDG DIST AVBL (LDA):

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 110-001 OCNL DEER, BIRDS, & OTR WILDLIFE ON & INVOF ARPT.
 A 110-002 RUNUP AREA NORTH OF AER 28 CLSD PERMLY.

111 INSPECTOR: (S) 112 LAST INSP: 07/29/2021 113 LAST INFO RES:

Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Purvis	\$1,655.63	A569959	fueling hose	1/30/2023
Pyatt's Petroleum	\$360.00	11964	service to install a new house on #2	2/8/2023
Total Invoices for 02.13.2023 Board Meeting	\$2,015.63			

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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80780000 AIRPORT OPERATIONS

80780000 530000 CONTRACTUAL SERVIC	175,000	201,508	31,993.31	31,993.31	164,491.15	5,024.00	97.5%
2023/01/000016 01/06/2023 API	220.00	VND 001281	PO 22000335	PORTA KLEEN	rental for portable toilet 12/		5366049
2023/01/000035 01/06/2023 API	17.00	VND 016659	PO 22002827	SUNRUSH WATER	water services and supplies at		5366112
2023/01/000187 01/09/2023 API	2,500.00	VND 005552	PO 23000001	HISTORICAL AIRCRAFT	snow plowing/mowing 1/2023		5366177
2023/01/000187 01/09/2023 API	4,166.00	VND 012226	PO 23000231	ARTHUR J GALLAGHER C	liability insurance for Airport		5366198
2023/01/000637 01/17/2023 API	2,944.87	VND 007099	PO 23000186	SUNDOWNER AVIATION L	10% of hangar rent & fuel sale		5366845
2023/01/000637 01/17/2023 API	1,157.12	VND 005790	PO 23000168	OHIO DEPT OF TAXATIO	sales tax for fuel sales 12/20		5366812
2023/01/000637 01/17/2023 API	362.71	VND 003668	PO 23000168	LOCAL WASTE SERVICE	trash disposal for Airport 1/2		5366812
2023/01/000637 01/17/2023 API	1,200.00	VND 009331	PO 23002067	CRAWFORD MURPHY & TI	prof services planning analysis		5366862
2023/01/000637 01/17/2023 API	8,333.33	VND 007099	PO 23000372	SUNDOWNER AVIATION L	Airport manager/FBO services 1		5367307
2023/01/000919 01/23/2023 API	220.00	VND 001281	PO 23000145	PORTA KLEEN	rental for portable toilet 1/6		5367307
2023/01/000919 01/23/2023 API	9.95	VND 016659	PO 23000234	SUNRUSH WATER	drinking water/services 1/1-1/		5367368
2023/01/000919 01/23/2023 API	2,500.00	VND 005552	PO 23000001	HISTORICAL AIRCRAFT	snow plowing/mowing 2/2023		5367837
2023/01/001229 01/30/2023 API	8,333.33	VND 007099	PO 23000372	SUNDOWNER AVIATION L	Airport manager/FBO services 2		5367846
2023/01/001229 01/30/2023 API	29.00	VND 016659	PO 23000234	SUNRUSH WATER	drinking water/services 1/11/2		5367907

80780000 541001 ELECTRIC/UTILITIES	25,000	28,644	1,887.47	1,887.47	26,156.76	600.00	97.9%
2023/01/000187 01/09/2023 API	57.14	VND 003823	PO 23000343	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 11/14-12/		5366171
2023/01/000187 01/09/2023 API	74.77	VND 003823	PO 23000343	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD NW 11/14-		5366171
2023/01/000187 01/09/2023 API	78.69	VND 003823	PO 23000343	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 11/14-12/		5366171
2023/01/000646 01/17/2023 API	355.41	VND 001373	PO 22000424	SOUTH CENTRAL POWER	TERMINAL RUNWAY LIGHTS 12/7/22		5366789
2023/01/000646 01/17/2023 API	305.79	VND 001373	PO 22000424	SOUTH CENTRAL POWER	HANGAR 0 - 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	211.59	VND 001373	PO 22000424	SOUTH CENTRAL POWER	TERMINAL 2 - 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	147.34	VND 001373	PO 22000424	SOUTH CENTRAL POWER	HANGAR P - 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	132.20	VND 001373	PO 22000424	SOUTH CENTRAL POWER	HANGAR Q 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	116.79	VND 001373	PO 22000424	SOUTH CENTRAL POWER	MOPED ASOS 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	90.46	VND 001373	PO 22000424	SOUTH CENTRAL POWER	HANGAR F 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	63.34	VND 001373	PO 22000424	SOUTH CENTRAL POWER	HANGAR G 12/7/22-1/7/23		5366789
2023/01/000646 01/17/2023 API	51.75	VND 001373	PO 22000424	SOUTH CENTRAL POWER	3383 COLUMBUS LANCASTER 12/7/22		5366789
2023/01/000919 01/23/2023 API	101.10	VND 023650	PO 23000469	FAIRFIELD CO UTILITI	3430 OLD COLUMBUS - 11/30/22-1		5367375
2023/01/000919 01/23/2023 API	101.10	VND 023650	PO 23000469	FAIRFIELD CO UTILITI	3383 OLD COLUMBUS RD - 11/30/2		5367376

80780000 543000 REPAIR AND MAINTEN	65,000	77,356	.00	.00	21,605.62	55,750.00	27.9%
80780000 553000 COMMUNICATIONS/TEL	2,100	2,432	177.72	177.72	2,253.90	.00	100.0%
2023/01/000141 01/06/2023 API	177.72	VND 074480	PO 22000417	A T & T INC	monthly phone service 11/20-12		5366127

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2023 01

JOURNAL DETAIL 2023 1 TO 2023 1

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7800 AIRPORT OPERATIONS							
80780000 554000 ADVERTISING	2,000	3,222	.00	.00	3,021.65	200.00	93.8%
80780000 558000 TRAVEL REIMBURSEME	200	285	6.13	6.13	228.94	50.00	82.5%
2023/01/000637 01/17/2023 API	6.13 VND 080643 PO 22000515 KNISLEY, STACI A				travel reimbursement 12/12/22	1577777	
80780000 560000 MATERIALS & SUPPLI	25,000	29,357	.00	.00	16,156.78	13,200.00	55.0%
80780000 561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000 562600 FUEL (GASOLINE/DIE	400,000	439,068	.00	.00	439,068.12	.00	100.0%
80780000 574000 EQUIPMENT, SOFTWARE	10,000	10,000	.00	.00	.00	10,000.00	.0%
80780000 574300 FURNITURE & FIXTUR	5,000	5,000	.00	.00	.00	5,000.00	.0%
80780000 590310 REFUNDS OF HANGAR	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL AIRPORT OPERATIONS	712,800	800,372	34,064.63	34,064.63	673,082.92	93,224.00	88.4%
TOTAL AIRPORT OPERATIONS	712,800	800,372	34,064.63	34,064.63	673,082.92	93,224.00	88.4%
TOTAL EXPENSES	712,800	800,372	34,064.63	34,064.63	673,082.92	93,224.00	

Sent via email

February 15, 2023

Fairfield County Airport Authority
Staci Knisley
Staci.knisley@fairfieldcountyohio.gov

Dear Ms. Knisley:

Enclosed for your records is a fully executed lease of the Federal Aviation Administration (FAA) Real Estate Contract No. 697DCM-22-L-00048 covering 72 Square feet in Hanger J for the Remote Transmitter Receiver (RTR) covered by this contract. This contract succeeds FAA Lease No. DEFACN-17-L-00006 which expired on September 30, 2022.

Your cooperation in the completion of this agreement is appreciated. If you have questions or concerns, please feel free to contact me at patti.lorensen@faa.gov.

Sincerely,

Patti Lorensen 02/15/2023

Patti Lorensen
Real Estate Contracting Officer
Federal Aviation Administration

Enclosures

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
FAIRFIELD COUNTY AIRPORT AUTHORITY

FAA CONTRACT NO: 697DCM-22-L-00048
ATID/FACILITY TYPE: LHQ RTR
LOCATION: LANCASTER, OH

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between Fairfield County Airport Authority, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFACN-17-L-00006 and all other previous agreements between the parties for the property described in this document.
4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;

Approximately 72 square feet (6 X 12 foot) space located in Hangar J for electronic equipment supporting the Remote Transmitter Receiver (RTR) and a 5 X 5 foot plot of land adjacent to Hangar

J for the 30 foot tilt-down pole supporting the RTR Antenna, all located at Fairfield County Airport in Lancaster, Ohio, shall be related to the FAA's activities in support of Air Traffic operations as depicted on FAA Drawing 115-GL-D-1696-1, as built dated May 4, 2019, identified as Exhibit A, attached hereto and make part hereof.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2022 and continuing through September 30, 2032 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (09/2021) 6.2.4**
 - A. The Government shall pay the Lessor for the premises in the amount of \$500.00 per annum, payable to Fairfield County Airport Authority, at the end of each Government fiscal year.
 - B. Payment is not for rental but as reasonable reimbursement for utilities and general maintenance costs. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.
 - C. Payment shall be made in full to: Fairfield County Airport Authority
10. **Termination (09/2021) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
 - A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
 - B. Permissible causes for excuse are:
 - i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and

without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
13. **Holdover (09/2021) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
 - E. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

16. **Changes (09/2021) 6.3.8** A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
- i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
- B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
- i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
- C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on any adjustment constitutes grounds for dispute under the Contract Disputes clause.
- D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
- E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.
17. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
 - B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
 - C. pursue termination of the contract under the "Termination" clause(s) in this Contract.
18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.
22. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
23. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.
24. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
25. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
26. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

27. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

28. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. Change of Ownership/Novation (10/2022) 6.3.34-1

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

30. Sublease (09/2021) 6.3.35 The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

31. Integrated Agreement (09/2021) 6.3.36 This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

32. Unauthorized Negotiating (09/2021) 6.3.37 In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

33. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

34. **Contract Disputes (09/2021) 6.3.39**

- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
 - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration

600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or
ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

35. Organizational Conflict of Interest (07/2022) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

36. System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1 The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

37. Payment by Electronic Funds Transfer (09/2021) 6.4.2 All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

38. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
39. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
40. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
41. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
42. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.
43. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.
44. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1**

The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for

essential duties.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:

- A. Utilities
- B. Maintenance

45. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

46. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. National Fire Protection Association (NFPA) 101, Life Safety Code
- D. FAA Order 3900.19, FAA Occupational and Health Policy
- E. FAA Standard HF-STD-001, Human Factors Design Standard
- F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- G. Local and state EOSH regulations
- H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4,

Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

47. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).
48. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (04/2022) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A.17.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.17.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of

the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

49. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

50. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from

entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number,

manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

51. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE LESSOR:

Fairfield County Airport Authority
3430 Old Columbus Road, NW
Carroll, OH 43112

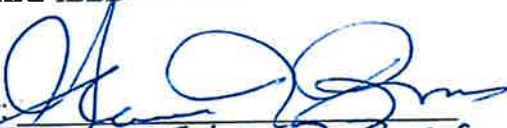
TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch, AAQ 920
10101 Hillwood Parkway
Fort Worth, TX 76177

52. Signature Block (09/2021) 6.10.3

This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

FAIRFIELD COUNTY AIRPORT AUTHORITY

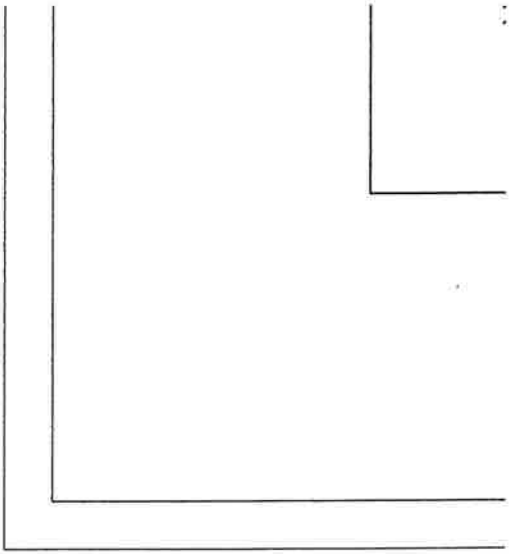
By: 
 Print Name: Glenn R. Burns
 Title: President of the Board
 Date: 2-14-23

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

By: _____
 Print Name: Patti Lorensen
 Title: Real Estate Contracting Officer
 Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	EXHIBIT A – Drawing 115-GL-D-1696-1	05/14/2019	1
2	Certificate of Authorization		1



LAN

- SPARE

PUBLIC AUTHORIZATION CERTIFICATE

On this 13th day of February, 2023, I Staci A. Knisley
[insert name]

certify that I am the Clerk of the
[insert title]

Fairfield County Airport Authority Board named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

Glenn R. Burns who signed said agreement on behalf of the
[insert name of person who signed the agreement]

Fairfield County Airport Authority Board is
[insert name of State, County, Municipality, or other Public Authority]

President of the Board of said
[insert title of person who signed the agreement]

Fairfield County Airport Authority Board; and that said agreement was duly signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of Fairfield County Airport Authority Board by authority of
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed 