

**Fairfield County Airport Authority Board Meeting**  
**3430 Old Columbus Rd NW**  
**Carroll Ohio 43112**  
**Minutes for April 13, 2015 Meeting**

**Meeting to order**

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at this meeting were Glenn Burns, Michael Kaper, Jon Kochis, Bill McNeer, Lonnie Rush, and Bill Fagan. Board Member Dave Roebuck was absent. Also in attendance were Lonnie Watts, Branson Rutherford, Al Moyer, Tom Palmer, Pat Ferguson, Chris Chapman, Doug Majors, Pat Rooney, and Staci Knisley.

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

Doug Majors who currently has the contract with the Board for bailing 23 acres plus approximately 14 acres of hay addressed the board. Mr. Majors asked the Board if they wanted anything done differently to let him know. He has burnt the brown grass off and seeded up new grass. He noticed that there was trash building up. He will fertilize the area soon. He is also trying to clean up ditches and fences with spray.

Mr. McNeer stated that the contract is to be presented to the Board from year to year if Mr. Majors wishes to renew the contract.

**Historical Aircraft Squadron (HAS) update**

Mr. Moyer reported that HAS have been busy this spring. They have maintenance the equipment and they are now mowing.

Mr. Rush recommended that the brakes on the snow plow be repaired before next winter. He will follow up on this.

**Approval of Minutes for the February 9, 2015 Meeting**

*On motion of Michael Kaper and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approve the minutes for the February 9, 2015 meeting.*

*Voting aye thereon: Kaper, Kochis, Burns, McNeer, Fagan, and Rush. Motion passed.*

**Approval of Minutes for the March 9, 2015 Meeting**

*On motion of Lonnie Rush and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the minutes for the March 9, 2015 meeting.*

*Voting aye thereon: Rush, McNeer, Burns, Kochis, Fagan, and Kaper. Motion passed.*

**Approval to accept Minutes from the April 10, 2015 Special Board Meeting**

*On motion of Bill McNeer and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to accept the minutes from the April 10, 2015 Special Board Meeting.*

*Voting aye thereon: McNeer, Rush, Burns, Kochis, Fagan, and Kaper. Motion passed.*

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**Historical Aircraft Squadron (HAS) update (continued)**

Mr. Moyer announced that the HAS is having an Open House on May 9<sup>th</sup>. The new fans are in and are working well.

Mr. Ferguson stated that locks on the HAS door will be changed due to purposes of identifying who goes in and out. The Power Glider given by the Ohio Historical Connection has been hung. HAS will hold a wedding reception and a Coonhunters reception in May.

Mr. Moyer stated that HAS will be flying Cubs tomorrow night.

**Airport Manager Update**

Mr. Watts reported that March Jet sales were astronomical. He thanked Ms. Knisley for working out the funding to purchase more fuel. Over 4600 gallons of jet fuel were sold. AEP were checking lines in the county and bought jet fuel. We project that we will sell a lot more fuel this summer.

Mr. Rooney reported that in an emergency such as protecting the property will they only use the authority of 10 A of their contract.

Mr. Rooney stated that the Board needs to have a different lease for month to month rentals. For example, AEP was here and did not want to sign a contract or provide liability insurance. They were prepared to leave. AEP has stopped at many airports and has never had to fill out a contract or show proof of insurance.

Mr. McNeer stated that our current lease is written to protect everyone. He asked that Mr. Rooney draft a new process and present to the Board.

Dr. Burns stated that in the past he has been to other airports and has rented hangars for a few days. They did not require documentation. It seems like we should be able to have a written policy for short term stays.

Mr. Rooney stated that the year to year lease does not work for a month to month lease.

Ms. Knisley recommended that Mr. Rooney contact other County Airports to get their written policies or lease regarding month to month or overnight hangar renters.

Dr. Burns stated that when he rents hangars at other airports he only has to give them his tail number and a credit card.

Mr. Kochis asked if the sign off is to release liability on the county.

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Mr. Chris Chapman stated that most Fixed Based Operators (FBO) have on their general liability policy have hangar keepers insurance.

Mr. Rooney reported that they (Sundowner Aviation – FBO) have hangar keepers insurance.

Mr. Rush stated that he witnessed in the past that a pilot purchasing fuel at our airport needed to stay overnight due to the weather. He contacted the FBO (Lonnie Watts) and right away he put him in a hangar and drove him to a hotel.

Mr. Kochis asked that the Board should have a signed release and be looked at by Assistant Prosecutor Jason Dolin.

Mr. Rooney will draft something for a month to month procedure and send to Mr. McNeer and Dr. Burns for their review. He will also contact other airports for a template for a month to month lease.

Mr. Rooney reported that not having credit card access to the county can sometimes be a problem. Sundowner Aviation has a credit card machine that can be used but is not the best way to process because of the county auditor processes.

Mr. Kaper asked for a copy of Sundowner Aviation’s insurance policy. He would like to look at the duration of stay term.

Ms. Knisley will send Mr. Kaper a copy this week.

Mr. Rooney reported that the Board has an option to use the Purvis fuel credit card machine for hangar rent. There is a separate product code that can be used to separate it from fuel purchases. It doesn’t cost the county any money to use. We need some training.

Ms. Knisley stated that she will have to reconcile the fuel and hangar payments. This process needs to be separate for reconciliation. She also stated that she will need to make sure leases are sent to her immediately or notified. Mr. Rooney will check into the process.

**Standing Committee Updates**

- **Airport Improvement – Jon Kochis**
  - Crawford Murphy Tilly Engineer Summary Report. (See attached)

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Mr. Kochis reported Greg Heaton is absent and that he reviewed the report earlier. He has talked to Soil & Water regarding the Wildlife Assessment that is needed for the 2015 FAA Pre-Application. He needs more information from Mr. Heaton.

- EMA Building proposed site on Airport no longer requested

Mr. Kochis reported that EMA will no longer be requesting to use a site located on the Airport property for their storage building. There is no open request with FAA. The first request was denied.

- Site Map for Airport properties

Mr. McNeer reported that Mr. Heaton is working on an updated site map for Airport properties along with the deed for the Frear Land property.

- Terminal Renovations – update on April 13 meeting

Mr. Rush reported that options were discussed. The flooring has not been decided yet. The shower will be removed for space. The mop sink will stay in the same area. Preliminarily VPL Architects estimated that costs will be around \$80,000.

Mr. Rush stated that concrete outside the door of the terminal also needs fixed. He will ask VPL Architects to add this to their plans.

Mr. McNeer reported that the 24 hour access to the restroom facility will not be in the plans.

Mr. Rush reported that other airports that have added the 24 hour access did not see this as a benefit.

Mr. Kochis recommended that the Board research building a permanent structure for a restroom. He will check into the costs.

- **Community Relations – Michael Kaper**

- Greenfield Township Zoning, Legal Notice to Property Owners regarding 3383 Old Columbus Road, Carroll

Mr. Kaper reported that he attended the meeting. Steve Slater is the interested party that is interested in purchasing the property. He would like to build a hangar to build near the heli-pad. The zoning change was turned down.

- **Facilities and Grounds – Lonnie Rush**

- Dick Paulus request

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Mr. Rush reported that he left Dick Paulus a phone message regarding property owned adjacent to the Airport. He will report out next month. He had requested that the Airport Board help fund the construction of a culvert by Meijer. This would give access to his strip mall through a traffic light.

Dr. Burns stated that accessing the strip mall is dangerous currently.

Mr. Rush reported that the county does not own any land that would give him access.

- Hawker Jet disposition/Abandoned Aircraft – Sinclair College

Mr. Rush reported that last month the Board approved the lease agreement with Sinclair College. Modifications have been made by Sinclair College regarding the indemnification. He recommends that the modifications be accepted.

Mr. Kochis stated that no public entity can release indemnity. This has always been removed in any county contracts per the request of Assistant Prosecuting Attorney Jason Dolin.

Mr. Rush recommended that the agreement approved on March 9, 2015 be amended by the modifications requested.

**Approval of the Amendment to the Special Ramp Agreement for Sinclair Community College**

*On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the Amendment of the special ramp agreement with Sinclair Community College. (See attached to minutes)*

*Voting aye thereon: McNeer, Kaper, Burns, Fagan, Kochis, and Rush. Motion passed.*

- CORSA insurance for Underground Storage Tanks

Mr. Kochis reported that he will be talking to the Risk Manager of the County regarding the insurance coverage.

- **Finance - Glenn Burns**

- **Review of Financial Reports**

Ms. Knisley asked the Board to review the following reports and asked if the Board had questions.

- 2015 Income & Expenses (All funds)  
Ms. Knisley reported that capital project balance for projects after the purchase order for CMT is \$229,000.
- 2015-2019 Budget Projection – Operating Fund
- 2015 Budget Projection – Operating Fund
- 2015 Detail Expense – Operating Fund

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- 2015 Purchase Orders
- Smart Card balances (in-house fuel purchases)

**Approval of payment of bills**

*On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment of bills. (See below)*

Vendor	Amount	Description
Sundowner Aviation	\$1,037.98	\$.10 (10 cents) per gallon (10,379.83 gallons) for March fuel sold
Sundowner Aviation	\$1,278.60	10% of hangar rent collected in March (\$12,786)
Delta T Corp (Big Ass Solutions)	\$6,050.00	installation of fans @ HAS
Delta T Corp (Big Ass Solutions)	\$9,670.00	installation of fans @ HAS
Total	\$18,036.58	

*Voting aye thereon: McNeer, Fagan, Burns, Rush, Kochis, and Kaper. Motion passed.*

- **Security/Other – Bill McNeer**

Mr. McNeer asked Mr. Kochis if the United States Army Civil Affairs have been out to the Airport yet.

Mr. Kochis stated that they were out once but will be back again. That date has not been determined yet. They are looking at critical infrastructures to look for a place for them to stage if the county would need help from them.

- **Tenant Relations – Glenn Burns**

Ms. Knisley made contacts with tenants last week that were late on their rent. She was unable to verify updates today.

Mr. McNeer reported that the occupancy rate for hangars is 70.5%.

- **FBO Liaison – Dave Roebuck (absent)**

Nothing new to report.

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**Old Business**

- *HAS Reminders to the Board*  
*Mr. Ferguson asked that the Board contact Russ Neiss with CMT to remind them that the paving and sealing needs finished. Also the ditch near the jump club needs cleaned.*  
*Dr. Burns stated that the Board will hire someone to clean the ditch. It is possible that we could use the inmate program with the Sheriff's office.*  
*Ms. Knisley reported that the CMT report states that the paving project will be in the spring.*  
*Mr. Moyer asked that the Board if there were any plans to fix the hole near the flag pole.*  
*Mr. McNeer will follow up with Mr. Heaton on the requests.*
  
- *P-Ville Enterprises, Inc., lease agreement for farming recently expired 12/31/14*  
*Mr. Kaper reported that Mr. Miller is interested in renewing the lease agreement.*

**Approval to amend the lease agreement with David Miller dba P-Ville Enterprises, Inc. for farming**

*On motion of Michael Kaper and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the amended lease agreement with P-Ville Enterprises, Inc. for farming, expiring on 12/31/17. (See attached to minutes)*

*Voting aye thereon: Kaper, McNeer, Burns, Rush, Kaper, and Fagan. Motion passed.*

Ms. Knisley will mail the agreement to Mr. Miller for his signature.

**New Business**

Dr. Burns reported that there was no new business to discuss.

**Informational**

The Board reviewed the following informational items.

- a. FY2016 Ohio Airport Grant Program Application Procedure
- b. Response to Scott Campbell's email with Southeastern Ohio Center for Independent Living  
Ms. Knisley reported that she emailed Mr. Campbell to give him status on the terminal renovation project.

**Calendar of Upcoming Events/Other**

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

- a. April - conference call with FAA/ADO
- b. April 21-22 OAA Annual Conference
- c. October - establish 2016 Hangar Rents13
- d. October - Review FBO contract, expires 12/31/15
- e. November - coordinate HAS/Commissioners lease contract (exp 12/31/15)
- f. December - submit revised ACIP

Mr. McNeer asked that the agreement for Doug Majors be added to the calendar.

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**Adjournment**

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 7:20 p.m.

**Next meeting is scheduled for May 11, 2015 at 6:00 p.m.**

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***Meeting minutes for the April 13, 2015 meeting were approved on May 11, 2015.***

Aye

Glenn Burns

Aye

Bill Fagan

Aye

Lonnie Rush

Absent

Jon Kochis

Aye

Michael Kaper

Aye

William McNeer

Absent

David Roebuck

Staci A. Knisley

Staci A. Knisley, Airport Clerk



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**Engineer's Summary Report**

1. Previous FAA grants

- 2111 FAA has not completed close-out package review.
- 2212 FAA still reviewing

2. FY 2013 Projects –

FAA grant Close-out to LHQ for submission.

3. FY 2014 Projects:

1. Rehab T/H G & Rehab Apron B and C1

FAA Grant received, work to be scheduled in Spring 2015. Still not scheduled as of this date.

Other: EMA Building Proposal

No action from last report.

FY 2015 Pre-App

Submitted Dec 2014 – Includes PAPI replacement and relocation  
Wildlife Assessment

Terminal Modifications

Project design development has begun with kick-off meeting last Friday. VPL Architects is developing design development (approx. 30%) for review, discussion, on anticipated April 24<sup>th</sup> meeting. Final design will follow, target completion date is late may/early June.

Scope for terminal modifications includes addressing ADA requirements for restrooms, front and rear entrances along with general decor updating as part of work.

**SPECIAL RAMP RENTAL AGREEMENT FOR Sinclair Community College**

This Rental Agreement, made and entered into at Carroll, Ohio, on the date hereinafter written, by and between the FAIRFIELD COUNTY AIRPORT AUTHORITY, 3430 Old Columbus Rd, NW Carroll, Ohio 43112, hereinafter referred to as "Lessor" and Sinclair Community College, 444 W 3<sup>rd</sup> St., Dayton, OH 45402, hereinafter referred to as "Lessee," WITNESSETH:

**I. LEASED PREMISES**

a. That in consideration of the mutual covenants and agreements herein set forth and for other goods and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor a ramp space at the Fairfield County Airport 3430 Old Columbus Road NW, Carroll, Ohio 43112. for the Hawker 400 aircraft (FAA registration number N114AF)

**II. TERM**

- a. This agreement is based on Lessee best efforts to dismantle and remove the Hawker 400 (FAA registration N114AF), **which is currently not airworthy**, from the airport as soon as possible. In any event the term of this agreement shall terminate not later than September 30, 2015 and will continue on a month to month basis until written notice from Lessee to Lessor is provided per section VI of this agreement.

**III. RENT**

- a. The rent shall be \$100 per month.
- b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than thirty (30) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall promptly remove the aircraft. Lessor shall cause the aircraft to be removed at Lessee's expense.

IV. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this contract; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities; Lessee shall be responsible for any action taken or omitted by it or its students, faculty, agents or employees, and shall be liable to Lessor and its affiliates (including all of their respective officers, directors, members, employees and agents) to the extent of any damages, losses and costs arising from or in any way connected with any such act or omission.

The Lessor shall give timely notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee at all times during the period of this lease, and at its cost, shall maintain comprehensive liability insurance, by a company or companies acceptable to Lessor, insuring Lessor and Lessee against claims based upon personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of Lessee, its agents, employees or servants and further, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall provide the Lessor a valid Certificate of Insurance upon acceptance of this agreement. The minimum required insurance limits shall be as follows, provided however, said minimal limits shall be subject to change as determined by Lessor and if increased, written notice will be provided to the Lessee:

Property Damage - \$1,000,000.00

Bodily Injury Liability - \$100,000.00 per person; and \$500,000.00 per accident

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

d.

**V. ACKNOWLEDGMENT OF FLOOD PLAIN AREA**

a. Lessee acknowledges that the Leased Premises is in a Flood Plain Area and it shall be the sole responsibility of the Lessee to obtain Flood Insurance if it deems the same necessary.

**VI. RIGHT OF TERMINATION**

a. Except as provided in Paragraph III herein, either party may terminate this Agreement with three (3) days prior written notice.

**VII. VACATING RAMP SPACE**

a. Lessee will thoroughly clean the Leased Premises prior to vacating the ramp space. Lessee will contact the Airport Manager to schedule a ramp spot inspection. Any cleanup costs or repair costs incurred by Lessor due to Lessee's occupancy will be invoiced to the Lessee.

**VIII. NOTICE**

a. All notices and requests required or authorized under this agreement shall be in writing. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

**IX. PARAGRAPH HEADINGS**

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

**X. GOVERNING LAW**

a. This agreement is a contract executed under and to be construed under the laws of the State of Ohio.

**XI. WAIVER**

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

**XII. SEVERABILITY**

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

**XIII. ENTIRE AGREEMENT**

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

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

4/16/15


Date

By: Sinclair Community College  
  
**Director of Business Services**, Lessee  
Paul Murphy

Fairfield County Airport Authority

5-28-15

Date

By:   
Glenn Burns, President, Its authorized Agent, Lessor

*State of Ohio, County of Fairfield ss.*

*BE IT REMEMBERED, That on this* 16 *day of* April, 2015 *before me, the subscriber a Notary Public in and for said state, personally came,* Paul Murphy, Sinclair *Lessee in* community College

the foregoing lease, and acknowledged the signing thereof to be the voluntary act and deed of the company and the free act and deed of him personally and as such member.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

*Melissa J. Caudill*  
Notary Public, State of Ohio



State of Ohio, County of Fairfield ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of May, 2015, before me, the subscriber a Notary Public in and for said state, personally came, **Fairfield County Airport Authority**, by **Glenn Burns, President**, its authorized **Agent, Lessor**, in the foregoing lease, and acknowledged the signing thereof to be the voluntary act and deed of the **Fairfield County Airport Authority** and the free act and deed of him personally and as such agent.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

*Staci A. Knisley*  
Notary Public, State of Ohio



**STACI A. KNISLEY**  
Notary Public, State of Ohio  
My Commission Expires 8/21/17

## AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (“Amendment”) effective April 15, 2015 amends that certain Lease Agreement dated April 15, 2009 between the Fairfield County Airport Authority through its Airport Board (“the Lessor”) and David Miller, dba P’Ville Enterprises, Inc. (“the Lessee”).

### RECITALS

WHEREAS, the Lessor and the Lessee entered into a lease, a copy of which is attached hereto and the terms of which are incorporated herein, on or about April 15, 2009 (“the Original Lease”); and

WHEREAS, the Lessor and Lessee desire to amend the Original Lease in accordance with the terms and conditions set forth herein; and

WHEREAS, hereafter the Original Lease as amended by this Amendment shall be referred to as “the Amended Lease”).

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties to this Amendment do hereby agree as follows:

1. The second paragraph of the Original Lease is hereby deleted in its entirety and replaced with the following:

\$150 GRB 4.13.15

Lessee shall pay as rent for said tract the sum of ~~\$150.00~~ per acre per year, the same to be paid immediately upon execution of this agreement for the year 2015 and on or before the 31<sup>st</sup> day of January each year thereafter. Said lease shall continue until December 31 2017, unless both parties agree in writing to renew the lease for such additional time as they may mutually agree.

2. Except as specifically amended or modified as set forth above, all other provisions of the Original Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties, have signed below.

**LESSEE:**

**DAVID MILLER, dba P'Ville Enterprises, Inc**

By: David Miller

DAVID Miller

Print Name

Its: Vice President

**LESSOR:**

**FAIRFIELD COUNTY AIRPORT AUTHORITY**

By: Glenn R. Burns 4/13/15

Print Name

Its: President

APPROVED AS TO FORM ONLY:

Jason M. Dolin, Asst. Prosecutor

Fairfield County, Ohio

Date: 4/21/15