

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll Ohio 43112
Minutes for April 14, 2014**

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, Bill McNeer, Dave Roebuck, Bill Fagan and Lonnie Rush. Absent were Kurt Lape and Martin Lohne. Public in attendance were: Al Moyer, Branson Rutherford, Oran Hoover, J. Benson, Tom Palmer, Pat Ferguson, Eric Meister, Chris Chapman, Lonnie Watts and Staci Knisley.

Opportunity for the Public to Address the Board

Historical Aircraft Squadron (HAS) update

Pat Ferguson dropped off a flyer for the Open House Fly in on May 17th. Mr. Ferguson asked Ms. Knisley to post at the Courthouse. He would like to invite Bob McDorman to bring a few corvettes to display in the parking lot not on the ramp to support the HAS museum.

Mr. Rush stated that having the corvettes on the parking lot is fine. Anything inside the fence will have to be approved by the FAA if not an aeronautical activity.

Mr. McNeer stated that non aeronautical activities have to be reviewed and approved by the FAA due to the Airport's federal grants.

Mr. Rush stated that 2 years ago at the Ohio Aviation Association (OAA) conference the FAA spoke about non-aeronautical events need to be approved by them.

Mr. Moyer reported that the security manual from 2008 stated that HAS is only responsible for visitors to remain clear from the Airport Operating Area (AOA).

Mr. McNeer stated that the security manual was updated in 2013, but did not change too much. The AOA is inside the fence, HAS hangar is outside the fence.

Mr. McNeer stated that the cars are fine on the parking lot outside the fence.

Dr. Burns stated that if HAS want to bring the cars inside the fence on the ramp, a MOU will need to be signed and sent to the FAA.

Mr. McNeer suggested that a MOU be presented 60-90 days prior to an event.

Branson Rutherford stated that they will be parking cars inside the fence. He suggests that a request be made to the FAA one time for all future events held by HAS.

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Update from Al Moyer, HAS

Mr. Moyer stated that HAS is getting the tractors ready for the mowing season. They are cleaning and doing maintenance on them.

Mr. Moyer stated that the Balloon Festival will not be at the Airport this year due to the strict content in the MOU provided by the Airport. Keller Farms and on behalf of HAS, we did not agree with a lot of the terms.

Dr. Burns asked what was different about the MOU from the last year.

Mr. Moyer stated that he thinks that this is the first time that the agreement has really been looked at.

Jerry Benson invited the Board to the HAS meeting, Tuesday, April 22 at 6:00 p.m.

No update on snow thrower/blower.

Mr. Moyer stated that they are replacing PAPI lights.

Approval of minutes for the March 10, 2014

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Board voted to approve the minutes for the March 10, 2014 meeting.

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

Approval of minutes for the Special Meeting, March 7, 2014

On motion of Bill McNeer and second of Lonnie Rush, the Fairfield County Airport Board voted to approve the minutes for the March 7, 2014 Special Meeting.

Discussion: Ms. Knisley did not attend the March 7th meeting. The Board gave clarifications of names to Ms. Knisley to make corrections.

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

Airport Manager/Fixed Based Operator (FBO) - Sundowner Aviation update by Lonnie Watts

a. Fuel Sales

Mr. Watts stated that fuel sales are coming up due to good weather.

b. Localizer removal update

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Mr. Watts stated that there was no update. Mr. Moyer stated that HAS would like to keep the platform. Dr. Burns stated that someone was interested in selling the equipment.

c. New Windsock for East End

Mr. Watts stated that they were in process of ordering a new windsock.

d. Skydive Columbus Operations

Mr. Watts stated that there is very little that he has heard. Seems to be no problems.

Dr. Burns asked Mr. Chapman if he would like to make any comments. Mr. Chapman declined.

e. Hangar J/Sundowner Maintenance Service (SMS), formerly Aircraft Maintenance Service(AMS)

Mr. Watts reported that Sundowner Aviation will be purchasing the maintenance service and equipment from AMS and will be leasing the hangar, as of tomorrow April 15, 2014. SMS has hired a mechanic who started a week ago, Mike from AMS will be working for SMS part time. Darrell Loos and Mr. Watts will be overseeing the operation.

Dr. Burns stated that there were supplies and storage in the loft area of the hangar. Mr. Watts stated that they would go through the loft to determine what county property is.

Mr. McNeer stated that Sundowner Aviation will have to make a deposit on the lease for Hangar J.

Standing Committee Updates

a. Airport Improvement – Lonnie Rush (Kurt Lape absent)

Mr. Rush reviewed with the Board the Engineer's report submitted by Crawford Murphy Tilly (CMT). Greg Heaton with CMT was absent at the meeting. (Engineer's report attached)

Oran Hoover asked that the blacktop inside the gate be looked at. Mr. Rush noted his request and will follow up with CMT.

b. Community Relations – Martin Lohne

Dr. Lohne was absent.

c. Facilities and Grounds – Lonnie Rush

Mr. Rush reported that there was a light on Hangar Q that stayed on. Frazier Electric repaired the light. Mr. Rush met with Assistant Prosecuting Attorney Jason Dolin regarding the mowing agreement with Douglas Major. Mr. Rush stated that Mr. Dolin recommended that the Airport Board to enter the mowing agreement one year at a time. Mr. Rush stated that it is not a requirement to bid out the mowing.

Approval of mowing services agreement with Douglas Majors

On motion of Lonnie Rush and second of Bill McNeer, the Fairfield County Airport Board voted to approve the mowing services agreement with Douglas Majors.

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Discussion: Mr. Rush stated that he reviewed the agreement with Jason Dolin. Dr. Burns stated that he will need to announce attentions next year also.

Voting aye thereon: Rush, McNeer, Roebuck, Burns and Fagan

Motion passed.

- **Strawser Paving crack-filling issues/Board withheld \$9,261 for completion**

Mr. Rush stated that on March 10, he met with Russ Niece with CMT regarding crack-filling issues. He also met with Tim Amling with Strawser Paving. They discussed all the issues that did not get resolved last year. Strawser will fix in May or when weather cooperates.

Mr. Moyer stated that HAS scraped a lot of the excess tar off of the tarmac.

Mr. Rush stated that Strawser is aware of the area.

Dr. Burns stated that Strawser Paving has done a lot of work for the Airport in the past. This is the first time that the Board has had a complaint against them.

Mr. Rush stated that because of their good past history with the Board, that there will be no problems with future bids.

- **Hangar K project**

Mr. Rush reported that Mr. Niece met with sewer/water and electric entities. Mr. Niece met with Fairfield County, Sanitary Engineer. In order to comply with standards, the hangar may have to be flipped in the construction process. The plan was to have Hangar K be 60 X 80 deep, it could be 80 wide and 60 deep. If this is not flipped, it could increase costs significantly by moving the underground electric lines. Access can still be south or west bound.

Mr. Rush had discussions with Pat Rooney (Sundowner Aviation). Mr. Rush stated that they determined that a man door to the restrooms should be constructed. This would give 24 hour access to pilots that buy fuel to the restrooms, a possible snack area could be added and other advantages. All this will be added to the final design after the utility situation between Fairfield County and Greenfield Township is figured out.

- **Master Gates**

Mr. Rush stated that when the master gates were installed there were six (6) remote operators provided plus one (1) permanent remote in the Terminal. Mr. Rush recommends that if all of the remotes can't be located, then they should be recoded for security purposes. Mr. Rush stated that residents have the code but there are still remotes missing. Mr. Ferguson stated that there was a permanent operator attached to the wall and Steve Slater has a remote.

Mr. McNeer stated that he and Lonnie Watts will look into this.

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d. Finance - Glenn Burns

Ms. Knisley presented the following reports to the Board. Ms. Knisley asked the Board to review and can ask her questions if needed.

- 2014 Income & Expenses (All funds)
- 2014 Detail Expenses (Operating only)
- 2014 Open Purchase orders

- **Approval of Payment of bills**

Sundowner Aviation, fuel sales for March - \$425.27

Sundowner Aviation, 10% of hangar rent collected for March - \$1,210.60

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

Discussion: Ms. Knisley stated that 10% of hangar rent excludes Bolger, HAS and Gorsusch.

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

e. Security, Web info & New Leases – Bill McNeer

- Minutes on web, www.fairfieldcountyairport.com
Dr. Burns reported that Staci Knisley will post minutes on the web after they are approved, starting with 2014.
- Feedback form for website
Mr. McNeer reviewed the feedback form process. He will work with IT on the process of emailing.
- Proposed Hangar Lease administration processes
Mr. McNeer reviewed the proposed lease processes. This will help Sundowner Aviation and Staci Knisley out.
- New leases not received: F2,G8,F3,F9,F10,P8,Q17
Staci Knisley is working on
- Security (FYI)
Mr. McNeer reported that he is involved in the American Society Industrial Security. They analyze intelligence. Mr. McNeer recommends that if an airplane or anything has been stolen at the Airport to contact the police as usual but also to call the Fusion Center.
- 45th anniversary of Fairfield County Airport, June 18th
Mr. McNeer reported that he is working with Dan Bolger and Joyce Harvey with the Lancaster Eagle Gazette to see if she will do an article.

f. Tenant Relations – Glenn Burns

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- F8, Life Air – vacant as of Jan 1st, final bill \$821.70
 - All other hangar tenants are current.
- g. Fixed Based Operator (FBO) Liaison – Dave Roebuck**
Nothing further to report.

Old Business

The Board reviewed the following old business items:

- a. **Approval to Rescind the approved February 10, 2014 Memo of Understanding (MOU) with the Board of Commissioners**

On motion of Lonnie Rush and second of Bill Fagan, the Fairfield County Airport Board voted to rescind the MOU approved on February 10, 2014.

Discussion: Ms. Knisley reported that rescinding the MOU will allow for a new financial process to occur. The original process did not work out. Instead of the Commissioners advancing \$200,000, they will give the Board \$200,000 with a payback of 4 years coming off of their yearly allocation.

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

- b. **Approval of Memo of Understanding with the Board of Commissioners**

On motion of Lonnie Rush and second of David Roebuck, the Fairfield County Airport Board voted to approve the Memo Of Understanding (MOU) with the Board of Commissioners

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

- c. **OAA Conference 4/22 & 4/23**

Dr. Burns reported that Bill McNeer, Lonnie Rush, Pat Rooney and Lonnie Watts are attending. Mr. Rush recommended that someone from HAS attend. The Board will pay for a representative from HAS to attend. Mr. Eric Meister, President of HAS will attend.

Approval to pay for five (5) people, one (1) from HAS, one (1) from Sundowner Aviation and three (3) board members to attend the OAA Conference held on April 22 & April 23rd

On motion of Bill McNeer and second of David Roebuck, the Fairfield County Airport Board voted to pay for five (5) representatives to attend the OAA Conference held on April 22nd and April 23rd.

Voting aye thereon: McNeer, Roebuck, Burns, Fagan and Rush

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- d. **MOU for Balloon Festival**
Mr. Moyer reported that the MOU was too strict with content. The Festival has been removed from the Airport. Mr. McNeer reported that Mr. Fleming with Keller Farms could have come back and negotiated the agreement.
- e. Strawser Construction remaining payment of \$9,261 (come back in Spring to finish On crackseal project)
- f. **April 4 teleconference with FAA**
Mr. McNeer reported that the teleconference was with Brian Tenkoff and Deb Bartell with the FAA. Commissioner Kiger, Pat Rooney, Staci Knisley and Bill McNeer were in the teleconference. Pat went over the rules for the Skydiving. Brian was going to talk with Mr. Wilkins with the FAA about coordination of the jumping operations.

New Business

- a. Review Approval of Right of Entry agreement with Time Warner into Dan Bolger's hangar. Ms. Knisley reported that the agreement is with the Board of Commissioners. Ms. Knisley asked the Airport Board if they had any concerns before presenting to the Board of Commissioners.

Informational

- a. ODOT Aviation FY2015 grant application procedure
Ms. Knisley reported that CMT should already have this information.

Adjournment

On motion of Bill McNeer and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to adjourn at 7:14 p.m.

Meeting minutes for the April 14, 2014, were approved on May 12, 2014.

Aye
Glenn Burns

ABSENT
Bill Fagan

Aye
Lonnie Rush

Absent
Kurt Lape

Absent
Martin Lohne

Aye
William McNeer

Aye
David Roebuck

Staci A. Knisley
Staci A. Knisley, Airport Clerk

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Engineer's Summary Report

1. Previous FAA grants

- 1608 In close-out, final reimbursement pending
- 2010 In close-out, final reimbursement pending
- 2111 In close-out, final reimbursement pending
- 2212 Close-out resubmitted per comments, final reimbursement pending

2. FY 2013 Projects –

Rehab Txyw A and a/c parking areas (crack sealing)
Work revisited last week and areas redone by Strawser Paving in spring,
likely May. Strawser to submit a plan of action for review shortly

FAA close-out report will be prepared following final completion.

3. FY 2014 Projects:

1. Rehab T/H G & Rehab Apron B and C1
2. Construct Apron Expansion (hangar K area site work)
3. Construct Hangar K

Project design is underway and approx. 30% complete. Anticipated schedule is to be complete with plans of bidding in latter half of May.

Memorandum of Understanding

Regarding a Transfer of Funds

to the Fairfield County Airport Authority Board

The purpose of this memorandum of understanding is to specify the agreement of terms relating to a transfer of funds of general revenue fund dollars to the Airport Authority in Fairfield County. The parties to the agreement are the Fairfield County Board of County Commissioners and the Fairfield County Airport Authority Board.

1. **Reference:** Resolutions to document the financial transactions of the Fairfield County Board of County Commissioners and the Fairfield County Airport Authority Board are expected in connection with the implementation of this memorandum of understanding.
2. **Background:** The Fairfield County Airport Authority Board desires to continue capital projects for the improvement of the Fairfield County Airport with ultimate goals of promoting area economic growth and increased aviation job opportunities. In order to further planned projects, the Fairfield County Airport Authority Board is in need of a one-time transfer of funds of \$200,000 and has requested a transfer of county general revenue fund money. The Fairfield County Board of County Commissioners can make the transfer available given the common goals of area economic growth and job opportunities. Further, there are appropriate "repayment" terms and conditions outlined in this agreement.
3. **Scope:** This agreement relates to how a one-time transfer of \$200,000 will be made by the Fairfield County Board of County Commissioners in 2014 and how the Fairfield County Airport Authority Board will repay the transfer of funds. The agreement also outlines monitoring and reporting requirements.
4. **Date of Transfer:** The one-time transfer of general revenue funds will be made on or before April 30, 2014, by resolution of the Fairfield County Board of County Commissioners.
5. **Repayment Terms:** The Fairfield County Airport Authority Board agrees to repay the \$200,000 as outlined in the chart below, with agreed upon reductions in planned allocations to them. Repayments will also be documented by resolution of the Fairfield County Commissioners.

Date of "Repayment"	Amount of Repayment/Amount of Net Allocation
On or Before June 30, 2015	\$25,000/\$151,000
On or Before June 30, 2016	\$50,000/\$126,000
On or Before June 30, 2017	\$50,000/\$126,000
On or Before June 30, 2018	\$75,000/\$101,000

6. **Source of Repayment:** The Fairfield County Airport Authority Board will repay the transfer as reductions from the allocation of \$176,000 planned in future years.
7. **Monitoring:** The Fairfield County Board of County Commissioners will monitor the repayment schedule to ensure accurate processing. The Fairfield County Airport Authority Board will present annually to the Fairfield County Commissioners on or before November 30 a summary of its progress on the capital improvements undertaken. The Fairfield County Airport Authority Board further agrees to notify the Fairfield County Board of Commissioners 60 days in advance of repayment date if it will have difficulty with the repayment schedule.
8. **Notice:** Either party to this agreement may open discussion for renegotiation of terms with a notice in writing to Staci Knisley in the Commissioners' Office
9. **Effective Date:** This agreement is effective April 1, 2014.
10. A copy of this memorandum of understanding will accompany any necessary financial transaction resolutions of the Fairfield County Board of Commissioners, as related to the transfer and its repayment.

Approved to Form



Date: 4/10/14

Fairfield County Prosecuting Attorney



Date: 4/15/14

Fairfield County Board of County Commissioners,

Board President



Date: 4-14-14

Fairfield County Airport Authority Board,

Board President

MOWING SERVICES AGREEMENT

This Mowing Services Agreement ("Agreement") is made this ^{14th} ~~12th~~ day of ^{April} ~~March~~, 2014 by and between the Fairfield County Airport Authority, located at 3430 Old Columbus Rd. NWA, Carroll, Ohio 43112 ("the Airport") and Douglas Majors, an individual, whose address is Majors Farms, 750 Ginder Road NW, Lancaster, Ohio 43130 ("the Contractor").

RECITALS

WHEREAS, the Airport is the operator of certain real property owned by the Fairfield County board of Commissioners in Fairfield County which is utilized as the Fairfield County Airport ("the Airport"), a map of which is attached hereto and incorporated herein (Exhibit A); and

WHEREAS, the Airport property contains paved areas used as airport runways and taxiways and also contains unpaved areas on which grows hay and other grasses; and

WHEREAS, the County has an occasional need to have the unpaved areas of the Airport mowed so that they hay and other grasses do no overgrow and impede air and runway traffic at the Airport; and

WHEREAS, the Contractor desires to mow the hay and grasses at the Airport property and to retain the hay and other grasses as payment for the services Contractor provides; and

WHEREAS, the value of the hay and other grasses to be retained by the Contractor as compensation for providing services hereunder is less than twenty-five thousand dollars (\$25,000) per year; and

WHEREAS, the contractor desired to provide the services set forth herein and the county agrees to provide the compensation for those services, all in accordance with the terms and conditions set forth herein;

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

1. Services to be Performed– Contractor shall perform the mowing services on the Airport property as set forth in detail in Exhibit B, attached, in a good and workmanlike manner and subject to the provisions of this Agreement. Contractor shall furnish all labor, equipment, and materials necessary to the performance of its duties pursuant to this Agreement.
2. Time of Performance of Mowing – Upon oral or written request to the Contractor by an authorized representative of the Airport, the contractor shall mow all of the non-paved areas designated on Exhibit A without limitation, the areas to be mowed include all areas on the Airport property (a) north of the main runway and (b) south of the drainage ditch and east of the hangar buildings on the Airport property. Contractor shall perform its duties during the hours of dawn to dusk. In any event, contractor shall perform in such manner as to avoid inconvenience to the users of the Airport and interference with Airport operations.

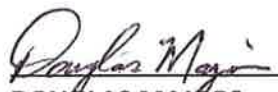
Contractor must remove, within 48 hours, all bales of hay and/or grasses from the mowed areas.

3. Duration of Agreement – This agreement terminates all prior agreements, written or oral, between the parties concerning the series to be performed hereunder. It shall become effective on March 12, 2014 and shall terminate on December 31, 2014. This Agreement shall automatically renew for a period of one(1) additional year unless no later than sixty (60) days prior to expiration of the current term, the party seeking to terminate this Agreement gives written notice of such termination to the other party (“Termination Notice”). After the non-terminating party receives such Termination Notice, this Agreement shall terminate at the conclusion of the current term.
4. Compensation – As full compensation and payment for the services that Contractor provides hereunder, Contractor shall be allowed to bale and keep for its own use all of the hay and other grasses that it mows or cuts on the Airport property in accordance with the terms of this Agreement. Contractor shall not be entitled to any other form of compensation or payment for any of the services that it renders in accordance with this Agreement.
5. Compliance with Law – During the term of this Agreement, Contractor shall obtain at its own expense and keep in force and effect any and all licenses permits, or other governmental authorizations of any kind required to perform the services hereunder. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with the performance of this Agreement.
6. Indemnification – Contractor shall indemnify, defend and hold harmless the Airport and the County and all of its officers, employees, agents, and representatives of and from any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment including costs, attorneys’ and witnesses’ fees and expenses incident thereto for injuries performance of its duties under this Agreement. This section shall survive the termination or expiration of this Agreement.
7. Insurance – During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance fully satisfactory to the Airport providing coverage for injuries or death to persons and damage to property in such amounts as is reasonably satisfactory to the Airport. Such insurance shall name the Airport and the county as additional insured. Contractor agrees that: (a) the Airport may inspect such policies at any time; (b) Contractor shall cause such policies to be properly endorsed to provide that the insurance company or companies will give to the Airport thirty (30) days’ written notice of termination, alteration or change of the policies’ and (c) Contractor will cause the insurance company or companies to furnish owner with certificates of such policies detailing the coverage, such certificates to be delivered to owner concurrently with execution of this agreement by contractor. This section shall survive the termination or expiration of this Agreement.
8. No Liens - Contractor agrees that no lien or claim of any kind whatever shall be filed by contractor, or by any other person, firm, corporation, or other entity against the Airport property or against any other property belonging to the county for any work or any

materials furnished by the contractor hereunder. If such a lien is filed, then contractor at its own cost and expense shall immediately take such steps as are necessary to remove the lien or cause it to be removed. This section shall survive the termination or expiration of this Agreement.

9. Assignment – This Agreement may not be assigned by the contractor without the prior written consent of the Airport, which consent may be withheld in the County’s sole discretion.
10. Binding Effect – This Agreement shall bind each of the parties and their respective heirs, personal representatives, successors, and assigns of the parties.
11. Attorney Fees – if any action is filed by the County to enforce any provision of this Agreement, then the contractor shall pay to the County a reasonable sum for the attorney’s fees incurred by the County.
12. Entire Agreement – This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
13. Amendment of Agreement – Any modification of this Agreement shall be binding only if evidenced in writing signed by each party to this Agreement or an authorized representative of each such party.
14. Paragraph Headings – The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
15. Governing Law - This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio and any action brought in connection with or related to this Agreement shall be brought only in either the Municipal or Common Pleas Courts of Fairfield County, Ohio.


IN WITNESS WHEREOF, each party to this agreement has first set forth above.



DOUGLAS MAJORS
Contractor

 3/13/14

LONNIE I. RUSH
Board Vice President



Glenn R. Burns,
President
4/14/14