Meeting to order

Glen Burns called the meeting to order at 6:01 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Bill McNeer, Jon Kochis, Bill Fagan, Michael Kaper, Rick Szabrak, and Pat Ferguson. Also present were Staci Knisley, James Shadd, and Greg Heaton.

Opportunity for the Public to Address the Board

None.

Approval of the Minutes for the May 11, 2020 Meeting

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the May 11, 2020 meeting.

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

Historical Aircraft Squadron (HAS) update

Mr. Ferguson reported that HAS repaired the spindle and wheel on the zero-turn mower.

Sundowner Aviation/Airport Manager Update - Monthly Board Report

a. Monthly Report

Mr. Shadd reviewed the monthly report. (See attached to minutes) They lost a few tenants due to COVID-19 but do anticipate having all hangars filled by the end of June. Fuel sales were up in May.

- Mr. Shadd also reported that there is a coyote at the Airport.
- Mr. Ferguson will set up a trap.
- Mr. Shadd will dispose of the coyote if caught.
- Mr. Shadd asked the board to purchase mulch for outside the terminal. Rita with Sundowner Aviation will lay and spread the mulch.
- Mr. Kochis recommended that they have Kirkbride Land and Snow Management drop off the mulch.
- Mr. McNeer recommended rubber mulch be used.
- Mr. Kochis will get a quote from Kirkbride to remove the old much and to add rubber mulch.

Mr. Shadd reported that Rita asked for the baseboard heaters to be painted when terminal is renovated, and Rita recommended a recycling unit be put outside the terminal. They are also interested in moving the classroom.

Mr. Kochis recommended that no recycling unit/trailer or drop-off area be housed at the Airport. It can become a dumping ground. The baseboard will be painted during the terminal renovations.

Mr. Kochis reported that he brought out the former contractor that did some renovations a few years back, Walsh Construction to give an estimate on what renovations would cost.

Mr. Kochis recommended that the grout in the restrooms get a good scrub and cleaning with scotch brite and dawn dish detergent. There is nothing wrong with the grout other than it needs cleaned.

Mr. Shadd will update Airport Management.

Standing Committee Updates:

Airport Improvement - Jon Kochis

a. Engineer's Summary Report - Greg Heaton with Crawford Murphy Tilly, Inc. (CMT)

Mr. Heaton reviewed the engineer's summary report, see attached to minutes.

He reported that Strawser is almost finished with the paving project. The displaced threshold will not be pulled until final pavement markings are down in July.

Mr. McNeer stated that the displaced threshold affects Runway 10. He asked if it also affected Runway 28.

Mr. Heaton reported that it affects both runways. It will be down, and the Airport will have to be closed for about a half of a day in July.

Mr. Heaton stated that they are hopeful ODOT will fund the Rehabilitation of Apron out of State Fiscal Year (SFY) 2021 funds. ODOT previously reduced the SFY 2020 funds for the same project due to budget cuts during the COVID-19 pandemic.

Mr. Heaton reported that CMT has numerous pictures of the Airport captured by their drone. They take pictures almost every time they come to the Airport.

Mr. Heaton reported that FY20 FAA monies will be rolled over for FY21 for the master plan update.

Mr. Heaton reported that air traffic has been down 96% but has rebounded in the small to missize Airports. Our experts say that it will come back fully in the beginning of 2023. International travel is still a struggle. Leisure travel is coming back. There is a liability issue for employers to have employees travel due to the pandemic. The low air traffic means that the Trust fund will be down. It is possible that the FAA CARES Act may step in for specific projects or fund the Trust fund.

Mr. Heaton reported that the Ohio Aviation Association (OAA) is still on for September. We expect that attendance will be down 50%.

b. Storm Water System Rehab

MS4 info from Soil & Water

Mr. Kochis asked Mr. Shadd to fill out a report next time it rains.

Mr. Kochis reported that the Board went through the MS4 training and approved the annual plan back in February. Jonathan Ferbrache with Soil & Water would like to come in and do training with Airport Management.

<u>Tile Repair/Kull Excavating</u>

Mr. Kochis reported that the current repair will be completed in the next few weeks.

SE field drainage problems

Mr. Kochis reported there is a low spot near the SE field. There is a stockpile of dirt behind R hangars that we can fill it with. He will have HAS backfill it with the tractor. Tile and other supplies might cost under \$1,000.

Estimates for land clearing near fence line

Mr. Kochis reviewed the following quotes for the land clearing near the fence line: (Also see attached to minutes)

- i. Kirkbride Land and Snow Management \$4,940.57
- ii. Wildland Tree Care, LLC \$6,000

Proline Electric is a new business that neighbors the Airport property. There is a couple hundred feet of tree line on our property that could fall on their buildings. They are Honey

Locust trees full of poison ivy. Proline Electric will maintain the outside of our fence after the trees are cleared.

Approval to proceed with Kirkbride Land and Snow Management, LLC to remove trees abutting the Proline Electric property in the amount of \$4,940.57

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve to proceed with Kirkbride Land and Snow Management, LLC to remove trees abutting the Proline Electric property in the amount of \$4,940.57

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

Terminal Improvements

Mr. Kochis reported that Walsh Construction came out to give an estimate for renovating the Terminal including update flooring, paint, tile, and to box the electrical (server box) area in. Also, rearrange the kitchen area. There is asbestos tile under our carpet it will be about \$5,000-\$8,000 to remediate. The carpet is glued to the tile. It is the glue that is asbestos. Remediation is a 3-day process and the building will have to be closed. He received some quotes for flooring. The flooring is a Poly vinyl plank tile that looks like hard wood. We use these planks in the county buildings. If Sundowner decides to move the training room, they will incur the costs.

Mr. Shadd stated that they need approval from our company that we use for testing first before moving the simulator. Mr. Rooney also wants another simulator.

Mr. Ferguson stated that testing areas must be quiet. Citations are given to Sundowner if there is noise while testing.

Mr. Kochis stated that approximately \$8,412 square feet. The project cost will be close to \$50,000. He will seek other estimates and possibly will have to publicly bid it out.

Mr. Kochis reported that the bathroom updates will be automatic faucets, dispensers and foot openers to help keep sanitary. The suggested tile is built for urine spills. The same tile used at the JFS building is about 30 years old and is still maintained. When the painting is done, there will be a specific area set aside for the pilot T-shirts.

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

Nothing new to report.

Community Relations - Michael Kaper & Rick Szabrak

Nothing new to report.

Facilities and Grounds - Michael Kaper & Bill Fagan

Hangar A – SAS Aviation

Mr. Kaper reported that he, Bill Fagan, and Pat Ferguson visited Hangar A. Steve Slater has already exceeded the \$80,000 repair and improvements per his contract agreement. The doors need repainted or reskin them with new metal. Mr. Slater has a quote from Eversole to reskin with new metal, the estimate is \$12-\$13,000. It will last 20-30 years. He asked the Board if they wanted to consider in contributing to the repair. Mr. Slater did not ask for the contribution.

Mr. Ferguson stated that with skinning the door, the costs would cover the paneling all the way to HAS. It would make the hangar look better and cover the water getting into foundation.

Dr. Burns stated that this is not something Mr. Slater requested.

Mr. Kochis and Mr. McNeer do not recommend the contribution.

Mr. Kochis stated that per the lease agreement, Mr. Slater is responsible for all repairs. The lease agreement expires in 2032.

Dr. Burns recommended that the Board contribute monies toward the repair. This could set a precedent but would be good gesture on our part. Mr. Slater is doing the repair regardless of the Board contributes.

Mr. Kochis also recommended that the Board review the Hangar J restroom repair also.

Mr. Kaper recommended that Steve Slater give us a proposal for the painting and review it next month.

Mr. Ferguson recommended that Mr. Slater seek 2 estimates. He will work with Mr. Slater and report back next month.

Mr. Kochis also recommended that the land lease can be reduced in lieu of the contribution. He will ask the Prosecutor's Office for an opinion.

Terminal Roof Warranty

Mr. Kochis stated that he inspected the roof last week. The roof looks solid. The rain is coming back into exhaust or come underneath parapet. He does not think it is a roof repair issue. It needs more investigation.

Mr. Kochis reported that the contractor should be out this week to inspect.

Hangar J repairs

Mr. Kochis reported that he is ready to go with getting estimates. He expects that the costs will not be over \$10,000. He will work out a timeframe with Sundowner.

FBO Liaison - Pat Ferguson

Nothing new to report.

Finance - Glenn Burns

a. Federal CARES Act Grant (See Attached to minutes)

Approval of establishment of new fund and budget for the Federal CARES Act grant

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the establishment of a new fund and budget for the Federal CARES Act Grant. (See Resolution FR2020-06.08.f)

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

Motion passed.

Mr. Kochis stated that the CARES Act funding will offsite utility costs.

Ms. Knisley estimates it will offset utility costs for almost 2 years. She will make an expense adjustment to correct prior utility invoices paid and future utility payments will be made out of the new fund.

b. ODOT amended grant contract (See attached to minutes)

Ms. Knisley reported that the amount incurred on this grant was \$15,066 before the reduction. ODOT amended the contract to cover \$14.313.

c. Financial Reports

The Board reviewed the following financial reports:

2020 Airport Cash Projection

Mr. Kochis reviewed the cash carryover. He recommends the cash carryover be saved until the next negotiation for the Fixed Base Operator (FBO) contract. September or October, the request for proposals should be out for public bid.

Mr. Kochis reported that there is a 1-year option to renew the current FBO contract if mutually approved at the same rates.

- Purchase Order list
- Smart Card Fuel accounts
- <u>Utility cost report</u>

Mr. Shadd reported that a Hangar in Row O had 2 running heaters in it. They are now removed, and the electric costs should decrease on the next bill cycle.

Mr. Kochis recommends that the Board invest in meters for each hangar. We could recoup our costs in two (2) months.

Mr. Ferguson recommended that they install a temporary meter and run it for a month or two (2). This is a good safety check for hangars also.

d. Payment of Bills

Approval for payment of bills totaling \$8,486.59

On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$8,486.59 (See invoice summary attached to minutes)

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

Motion to approve retroactively May payments totaling \$16,986.86

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board motioned to approve retroactively May payments totaling \$16,986.86. (See attached to minutes)

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

Security & Safety - Jon Kochis & Bill McNeer

a. Security Camera estimate

Mr. Kochis reviewed the estimate for a replacement camera. The camera views the main entrance. The fan has failed, and the replacement will have even better resolution.

Mr. Ferguson asked if the broken camera has a warranty.

Mr. McNeer recommended that the Board not wait too long for the install.

• Approval of replacement of a security camera with IT Savvy for \$ 978.11 provided the warranty does not cover the replacement

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority voted to approve the replacement of a security camera with IT Savvy for \$ 978.11 provided the warranty does not cover the replacement. (See estimate attached)

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

Tenant Relations - Glenn Burns & Bill Fagan

a. Rent Status Spreadsheet

Ms. Knisley reported that she will work on late rent notices this week.

Mr. Ferguson will reach out to EEA Chapter regarding FW rent.

Web - Bill McNeer & Rick Szabrak

Mr. McNeer reported that emergency services has been updated on Airport webpage. He asked Mr. Shadd to review the webpage and make recommendations to the Emergency Operation Plan.

Mr. McNeer asked Mr. Kochis to have his office, Emergency Management Agency (EMA) review the Airport's Emergency Operation plan, also.

Old Business

Mr. Fagan asked if anyone has heard back from Greenfield Township relating to the former Gun Club property.

Mr. Kochis reported that he has not received a response.

New Business

• Approval of Petroleum Underground Storage Tank renewal in the amount of \$1,050 with a \$55,000 deductible

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the Petroleum Underground Storage Tank renewal in the amount of \$1,050 with a \$55,000 deductible (See attached to minutes)

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

Informational Items

The Board reviewed the following items:

• Purvis Brothers, Inc. Letter

Calendar of upcoming events and other important dates

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

- a. FAA grant deadlines:
 - o April 1, notice of intent to submit application
 - o May 18, Final application, based on bids
 - o June 1, if no notice of intent or application received, FAA will carryover entitlement funds
- **b.** Meeting with Board of Commissioners, Tuesday, August 18th @ 9:30 a.m. relating to Economic Development at the Airport (Rick to attend)
- c. OAA 2020 Annual Conference September 1-2, 2020 (Bill & Jon still plan on attending)
- **d.** FBO agreement expires 12/31/2020
- e. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- f. CMT Master agreement expires 9/9/2021 (option to extend 3 one-year extensions)
- g. Legal Services agreement with County Prosecutor expires 12/31/2021
- h. FAA lease for space expires 9/30/2022
- i. HAS mowing and snow removal contract expires on 9/30/2022
- j. Lease with Board of Commissioners to operate facilities expires on 11/16/2022
- k. Hangar J Lease agreement expires 12/31/22
- 1. Insurance Coverage lock in rates expire 12/31/22

Adjournment

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 7:22 p.m.

Next meeting is Monday, July 13, 2020 at 6:00 pm at the Airport Terminal 3430 Old Columbus, Road NW, Carroll Ohio

Glenn Burns

Bill Fagan

Rick Szabrak

Ave

Michael Kaper

William McNeer

William McNeer

Staci A. Knisley, Airport Clerk

	Mon	thly E	Monthly Board Report 2020	Repo	rt 202	20					
ITEM	JAN	FEB	MAR	APR	MAY	NOC	JUL	AUG	SEPT	OCT	NOV
T HANGAR	71/72	72/72	72/72	72/72	69/72					41	
OCCUPANCY											
R HANGAR	6 of 6	6 of 6	6 OF 6	60F6	6 of 6						
OCCUPANCY		1 per	1 person on waiting list	ng list							
NEW LEASES	1	1	1	1	2						
				R6							
OVERNIGHT	0	0	0	0	0						
FUEL SALES	2509	2612	2/53.98	3544.5	48/5.6						
100LL											
FUEL SALES	620	172.4	298	616.2	500						
JET A											
# OPERATIONS	2000	2100	2200	3000	4000						
										7	
HANGAR	0	0	0	0	0						
ISSUES											
		,	,		,						
PUBLIC	c	c	c	c	c						
COMMENTS											
FAA	NONE	NONE	NONE	NONE	NONE						
INCIDENTS											

Fairfield County Airport Authority Board Meeting, June 8, 2020

Engineer's Summary Report

FY 19 ODOT Aviation Grant – Rehabilitate Terminal Apron
 DuraSeal - \$185,907.50 is complete – ODOT closeout inspection completed.
 Anticipate final payment reimbursement request soon.

2. FY 19 FAA AIP - Taxiway D Construction

Strawser Paving has completed all the preliminary site grading. The taxiway aggregate base was compacted and tested, and the first lift of asphalt was placed on June 3. The asphalt surface is scheduled for June 5. Some weather delays have caused the substantial completion date to be extended into the week of June 8.

The taxiway edge lighting should be completed by early this week, along with temporary pavement marking. Final pavement marking to follow at the beginning of July.



Project update as of June 4





Asphalt Paving has started



Aerial photo after aggregate and some rain

3. ODOT FY20 – Apron B, C1 Rehab.

Bidding compete and grant package submitted to ODOT.

Latest COVID news, ODOT has directed all work to be put on hold pending budget adjustments consideration. Project award on hold till further notice, to be on list of 18 projects to be funded if any \$\$ are restored in ODOT budget or perhaps with FY21 \$\$ based on FY 21 budget development.

Reapplication for FY 21 not necessary.

- 4. FY 20 FAA AIP Grant Preapplication

 Master Plan Update rolled over for FY 21.
- 5. Action Items: none



Wild Land Tree Care LLC

1380 Blue Valley Rd. SE Lancaster, OH 43130 US (740) 422-9453 jwymer@wildlandtreecare.com http://www.wildlandtreecare.com



Estimate

ADDRESS

Airport Board 1755 Victor Rd Lancaster, Ohio 43130 USA

ESTIMATE # 1989 **DATE** 05/21/2020 **EXPIRATION DATE 07/31/2020**

AMOUNT RATE QTY **ACTIVITY**

6,000.00 6,000.00 1 **Land Clearing**

Clearing fence line running north/south next to proline Power building / hauling everything away / includes disposal fee

\$6,000.00 TOTAL

Please feel free to contact me with any questions regarding your Estimate.

Also, take a minute to checkout some of the other jobs we have completed.

On Facebook:

https://www.facebook.com/pg/wildlandtreecare/posts/?ref=page_intern

Accepted Date Accepted By

Proposal

Page 1 of 3

Kirkbride Land and Snow Management LLC

Client Name: Fairfield County Airport

Project Name: Tree Removal by Proline Electric

Jobsite Address: 3430 Old Columbus Road Northwest Carroll, Bil

Ohio 43112

Estimate ID: EST1852472 **Date:** May 15, 2020

Billing Address: 3430 Old Columbus Road Northwest

Carroll, Ohio 43112

Tree Removal off Fence line		\$4,940.57
	Subtotal	\$4,940.57
	Taxes	\$0.00
	Estimate Total	\$4 940 57

Acceptance of Work

The client has inspected the landscape project. The client has delivered to the contractor a written list of all items the buyer believes have not been properly constructed or are not in proper condition. Except as noted on this list, the client accepts the landscape as is, and acknowledges that he or she has no further claim against the contractor for any item that was not listed that could reasonably have been ascertained or observed during the client's inspection. The client has no objections as to color, appearance, type or brand of materials, dimension or size, location, or any other conditions that could reasonably have been discovered by the client during the inspection.

The client understands that no warranties are being made by the contractor except those appearing in the contract documents. The client is not relying on any representations, promises, or warranties except for the written limited warranty that appears in the contract documents.

The client acknowledges receipt from the contractor of all documents to which the client is entitled.

Each provision of this certificate is separate and severable from every other provision. If any single provision is declared invalid or unenforceable, the client and the contractor understand that all the other provisions will be valid and enforceable.

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- Diligence: the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- Competence: the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair.
 the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.
- Building/Window/Vehicle Washing: Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack
 especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch
 gaps and the entire length of the wood.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- Metal: Metal, which is not galvanized, is not guaranteed form rusting commencing immediately after installation.
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete
 may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck;
 therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of
 liability if "smooth" concrete is the desired finish (due to slippage).
- Warranty Time Period: the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ bust irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations void all warrantees provided by the Contractor.
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials, the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor prior to purchasing and/or installing such materials.
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation, the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment. 1/3rd down to secure project, 1/3rd upon start of installation, and remainder upon walk thru completion of the job.

 Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- be at liberty to retain possession of the same pending payment in full.

 Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Estimate authorized by:	8	Estimate approved by:	
	Company Representative		Customer Representative
Signature Date:		Signature Date:	

FR2020-06.08.f

A resolution to authorize the establishment of a new fund and Budget for the CARES Act Grant from the Federal Aviation Administration (FAA) Fairfield County Airport

WHEREAS, the Fairfield County Airport Authority and the County Commission has accepted the CARES Act grant award from the FAA; and

WHEREAS, the grant award is up to \$30,000 of federal funds; and

WHEREAS, expenditures of the fund are expected to be for Utilities and other Operational expenses; and

WHEREAS, ORC 5705.09 (F) provides for creation of a special revenue fund; and

WHEREAS, the Board of Commissioners approved the new fund per Resolution 2020-06.02.c and

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

Section 1. That a special revenue fund called FAA CARES Act be established with the following accounts:

Fund# 7802

433100	Federal Government Grants	charge code
530000 541001	Contractual Services Electric/Utilities	
543000	Repairs	
560000	Materials & Supplies	

Section 2. Appropriate from unappropriated funds as follows in major expenditure object categories:

Org# 80780200

Contractual Services \$20,000

Section 3. Approve an advance from the Airport Operations Fund# 7800 to Fund# 7802 as follows:

7800	090000	Advance Out Airport Operations	\$20,000
7802	223001	Advance In	\$20,000

FR2020-06.08.f

A resolution to authorize the establishment of a new fund and Budget for the CARES Act Grant from the Federal Aviation Administration (FAA) Fairfield County Airport

The advance will be repaid to the general fund by the December 31, 2021.

Motion by: Jon Kochis

Seconded by: Bill Fagan

Ayes: Kochis, Fagan, Burns, Ferguson, McNeer, Szabrak, and Kaper

Nays: None

Abstentions: None

Absent: None

Resolution passed on June 8, 2020

Staci A. Knisley, Clerk/Secretary

Sai a. Krisley

For Auditor's Office Use Only:

Section 2: Update the expenditure object lines for appropriations as follows:

80780200

541001

Electric/Utilities

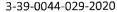
\$20,000

Section 4. Issue an Amended Certificate, on behalf of the Budget Commission, in the amount \$20,000 to the credit of the Fund# 7802.

Section 5. Request that the Fairfield County Auditor update the following receipt lines:

\$20,000 80780200 433100

federal government grants





Airports Division Great Lakes Region Michigan,Ohio FAA AGL-600 11677 South Wayne Road Suite 107 Romulus, MI 48174

CARES Act Grant Transmittal Letter

May 18, 2020

Dr. Glenn Burns, DDS Fairfield County Airport Authority 3430 Old Columbus Road NW Carroll, Ohio 43112

Dear Dr. Burns:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-39-0044-029-2020 for the <u>Fairfield County Airport</u>. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elivoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

A narrative report.

Stephanie R. Swann Stephanie R. Swann (May 18, 2020)

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in <u>Federal awards</u> to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Mark Grennell by email that the grant is administratively and financially closed. Mark Grennell is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federa	l Award Offer Date	e, May 18, 2020
Airport	/Planning Area	Fairfield County Airport
CARES	Grant Number	3-39-0044-029-2020
Unique	Entity Identifier	075002881
TO:	Fairfield County	Airport Authority
	(herein called the "Sp applies to a Co-Spons	oonsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also sor.)
	Fairfield County	Commissioners

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 4, 2020, for a grant of Federal funds at or associated with the Fairfield County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Fairfield County Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Fairfield County Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where

such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$30,000.
- 2. <u>Period of Performance</u>. The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.
 - The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
 - The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs will be 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 1, 2020, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier. Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
- 15. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
- 16. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:

- Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either —

- a. Associated with performance under this award; or
- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

- A. Prohibition of Reprisals
 - In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. <u>Co-Sponsor</u>. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 22. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

- ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 2. <u>Equipment or Vehicle Replacement</u>. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 3. Off-Airport Storage of ARFF Vehicle. The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
- 4. <u>Equipment Acquisition</u>. The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 5. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 6. <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Stephanie R. Swann Stephanie R. Swann (May 18, 2020)

(Signature)

Stephanie R. Swann

(Typed Name)

Deputy Manager, Detroit ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated May 19, 2020

	Fairfield County Airport Authority
3	(Name of Sponsor)
	He D D Glenn R. Burns (May 19, 2020 15:17 EDT)
	(Signature of Sponsor's Authorized Official)
Ву:	Glenn R. Burns
	(Typed Name of Sponsor's Authorized Official)
Title:	President
	(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Joshua Horacek

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio State, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at May 19, 2020

Joshua Horacek (May 19, 2020 15:35 EDT

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

	Fairfield County Commissioners
57	(Name of Sponsor)
į.	(0) 10 10 10 10 10 10 10 10 10 10 10 10 10
	(Signature of Sponsor's Authorized Official)
Ву:	
P====	(Typed Name of Sponsor's Authorized Official)
Title:	
	(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Ohio</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

Ву:		
	(Signature of Sponsor's Attorney)	

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

- These assurances are required to be submitted as part of the application by sponsors
 requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act
 of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency
 sponsor" means a public agency with control of a public-use airport; the term "private sponsor"
 means a private owner of a public-use airport; and the term "sponsor" includes both public
 agency sponsors and private sponsors.
- Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- i. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 29 U.S.C. 794.
- I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 42 U.S.C. 4151, et seq.
- g. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 13788 Buy American and Hire American
- h. Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment
 Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 New restrictions on lobbying.

- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

 It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Fairfield County Airport Authority & Fairfield County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

FR2020-06.08.f

A resolution to authorize the establishment of a new fund and Budget for the CARES Act Grant from the Federal Aviation Administration (FAA) Fairfield County Airport

WHEREAS, the Fairfield County Airport Authority and the County Commission has accepted the CARES Act grant award from the FAA; and

WHEREAS, the grant award is up to \$30,000 of federal funds; and

WHEREAS, expenditures of the fund are expected to be for Utilities and other Operational expenses; and

WHEREAS, ORC 5705.09 (F) provides for creation of a special revenue fund; and

WHEREAS, the Board of Commissioners approved the new fund per Resolution 2020-06.02.c and

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

Section 1. That a special revenue fund called FAA CARES Act be established with the following accounts:

Fund# 7802

433100	Federal Government Grants	charge code
530000	Contractual Services	
541001	Electric/Utilities	
543000	Repairs	
560000	Materials & Supplies	

Section 2. Appropriate from unappropriated funds as follows in major expenditure object categories:

Org# 80780200

Contractual Services \$20,000

Section 3. Approve an advance from the Airport Operations Fund# 7800 to Fund# 7802 as follows:

7800	090000	Advance Out Airport Operations	\$20,000
7802	223001	Advance In	\$20,000

FR2020-06.08.f

\$20,000 80780200 433100

A resolution to authorize the establishment of a new fund and Budget for the CARES Act Grant from the Federal Aviation Administration (FAA) Fairfield County Airport

The advance will be repaid to the general fund by the December 31, 2021.

Motion by:		
Seconded by:		
Ayes:		
Nays:		
Abstentions:		
Absent:		
Resolution passed on		
Staci A. Knisley, Clerk/Secretary		
For Auditor's Office Use Only:		
Section 2: Update the expenditur	re object lines for approp	riations as follows:
80780200 541001	Electric/Utilities	\$20,000
Section 4. Issue an Amended Ceramount \$20,000 to the credit of the		Budget Commission, in the
Section 5. Request that the Fairfie	eld County Auditor updat	e the following receipt lines:

federal government grants

A resolution to authorize the establishment of a new agency fund for the Federal CARES Act for the Fairfield County Airport Authority

WHEREAS, it is operationally efficient to create the new agency fund called FAA CARES Act; and

WHEREAS, Fairfield County was awarded \$30,000 from the Federal CARES Act for the purpose of Airport operations and utilities; and

WHEREAS, revenues of the fund will be federally funded; and

WHEREAS, cash advances will be from the Airport Agency Fund#7800; and

WHEREAS, permission to create a new fund is found under ORC 5705.09F.

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

Section 1. That a new fund called, FAA CARES Act, Fund#7802 be established.

Signature Page

Resolution No. 2020-06.02.c

A resolution to authorize the establishment of a new agency fund for the Federal CARES Act for the Fairfield County Airport Authority

(Fairfield County Commissioners)

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

Voting:

Steven A. Davis, President

David L. Levacy, Vice President

Jeffrey M. Fix

Aye

Aye

Board of County Commissioners Fairfield County, Ohio

CERTIFICATE OF CLERK

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

Rachel Elsea

Board of County Commissioners

Palul ac

Fairfield County, Ohio

AMENDED GRANT CONTRACT

under

The Fiscal Year 2020 Ohio Airport Grant Program

between the

Fairfield County Airport Authority & Fairfield County Board of Commissioners

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number

20-12

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Amended Grant Contract

ODOT Project. No. 20-12

WHEREAS, due to the COVID-19 pandemic, the State of Ohio state general revenues are below the budgeted estimates by nearly one billion dollars; and

WHEREAS, as a result, budget line items funded by state general revenues are being reduced throughout the state; and

WHEREAS, the Office of Budget and Management has cut \$3.1 million from the Ohio Aviation Grant Program; and

WHEREAS, paragraph 2.4 of the grant contract states that legislative or administrative action may reduce program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this section and shall be required to pay only such amount as it may determine; and

WHEREAS, paragraph 2.5 of the grant contract states this Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07; and

WHEREAS, paragraph 2.6 of the grant contract states that non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT; and

WHERAS, paragraph 2.7 of the grant contract states ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability;

NOW, THEREFORE, the State of Ohio, Department of Transportation and the

Fairfield County Aiport Authority & Fairfield County Board of Commissioners

hereby agree to amend the Ohio Airport Maintenance Grant Contract paragraph as follows:

SECTION 2: SCOPE OF PROJECT AND FUNDING shall be amended as follows:

Scope of Project: Rehabilitate Aprons B & C at Fairfield County Airport

The Project costs are as follows: 2.2

Total Project Cost:

\$15,066

Total Local Share:

\$753

Total State Share: \$14,313

All other terms and conditions of the Grant Contract shall remain the same for the duration of the Grant Contract.

Any person executing this Amended Grant Contract hereby represents and warrants that he/she has been duly authorized to do so.

This Amended Grant Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Amended Grant Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

AMENDED GRANT CONTACT ODOT Project. No. «Project_Number»

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

day of	, 20
By:	
Director of the Ohio Department of Transportation	
FOR THE GRANTEE:	
Executed this	_ 20 <u> 20</u> .
By: Hen Ston	
Title: President, Airport Authority Board	
Executed this 28th day of May	_, 20_20
By: * Carri L Brown	
By: & Carri L Brown Title: County Administrator, Board of Comm	issions
CERTIFICATE OF GRANTEE'S ATTORNEY:	
I, Joshua S. Horacek	e Grantee's action dat and that the executi- with applicable feder constitutes a legal a ct is to be performed iments that will preve my knowledge, there
Dated this 3rd day of June	, 20 <u>_20</u>
By:	
Title: Assistant Prosecuting Attorney	

Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$1,681.70	n/a	May rent fees	5/1-5/31/2020
Sundowner Aviation	\$575.68	n/a	May fuel fees	5/1-5/31/2020
CMT	\$540.00	209274	design & construction phase - engineering services for Rehabilitate Apron C1, B project	4/4-5/1/2020
CMT	\$5,429.21	209264	bid & construction phase for Taxiway D recontstruct	4/4-5/1/2020
CMT	\$260.00	209259	project mgmt - SRE building	4/4-5/1/2020
Total Invoices for 06.08.2020				
Board Meeting	\$8,486.59			



JOURNAL DETAIL 2020 5 TO 2020 5

YEAR-TO-DATE BUDGET REPORT

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2020/05/000845 05/26/2020 API TOTAL CONTRACTUAL SERVICES \$31020 TAX APPRAISAL \$0780000 531020 TX APPRSL TOTAL TAX APPRAISAL \$0780000 541001 ELE/UTILIT \$0780000 541001 ELE/UTILIT \$0780000 541001 ELE/UTILIT \$05,000.00 \$0780000 541001 ELE/UTILIT \$05,000.00 \$0780000 541001 ELE/UTILIT \$05,000.00 \$0780000 541001 ELE/UTILIT \$05,000.00 \$05,000.0
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YEAR-TO-DATE BUDGET REPORT

FOR 2020 05					JOURNAL DETAIL 2020	2020 5 ТО 2020	020 5
	ORIGINAL APPROP	REVISED BUDGET Y	YTD EXPENDED WIT	MTD EXPENDED E	ENC/REQ	AVAILABLE BUDGET	PCT USED
80780000 541001 ELE/UTILIT 2020/05/000518 05/18/2020 API 2020/05/000843 05/26/2020 API 2020/05/000843 05/26/2020 API	101.10 VND 28.03 VND 46.46 VND	023650 PO 20001277 003823 PO 20001226 003823 PO 20001226 003823 PO 20001226 003828 00380000000000	FAIRFIELD NORTHEAST NORTHEAST	CO UTILITI 3430 OHIO NATUR 3383 OHIO NATUR 3430	Columb 3/31-4/30/20 Old Columb 4/6-5/8/20 Old Columb 4/6-5/8/20		5310001 5310433 5310433
TOTAL ELECTRIC/UTILITES	25,000.00	25,000.00	9,496.70	1,560.90	14,603.30	00.006	96.4%
543000 REPAIR AND MAINTENANCE 80780000 543000 REPAIR 2020/05/000518 05/18/2020 API	25,000.00 2,506.23 VND	25,000.00 61,000.00 ,506.23 VND 006709 PO 20001243		18,136.29 2,506.23 SUPERIOR PETROLEUM E fuel	20,221.20 pump srvc 3/11/20	22,642.5	1 62.9 5309962
TOTAL REPAIR AND MAINTENANCE	25,000.00	61,000.00	18,136.29	2,506.23	20,221,20	22,642.51	62.9%
553000 COMMUNICATIONS/TELEPHONE 80780000 553000 COMM	2,100.00	2,100.00	856.82	171.30	1,243.18	00.	100.0
2020/05/000030 05/11/2020 API	171.30 VND	171.30 VND 074480 PO 20001162	162 A T & T INC	Airport	rt 3/20-4/19/20	20	5309497
TOTAL COMMUNICATIONS/TELEPHONE	2,100.00	2,100.00	856.82	171.30	1,243.18	00	100.0%
554000 ADVERTISING 80780000 554000 ADVERTISE	2,000.00	2,000.00	00.	00	1,800.00	200.00	0.06
TOTAL ADVERTISING	2,000.00	2,000.00	00.	00*	1,800.00	200.00	%0.06
558000 TRAVEL RETMBURSEMENT 80780000 558000 TRAVEL	200.00	200.00	28.95	00 "	71.05	100.00	50.0

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YEAR-TO-DATE BUDGET REPORT

FOR 2020 05					JOURNAL DETAIL 2020	020 5 то 2020	2 2
	ORIGINAL APPROP	REVISED BUDGET YTD	YTD EXPENDED MTD EXPENDED		ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL TRAVEL REIMBURSEMENT	200.00	200.00	28.95	00	71.05	100.00	20.0%
560000 MATERIALS & SUPPLIES							
80780000 560000 MATERIALS	15,000.00	15,000.00	2,507.05	249.35	7,792.95	4,700.00	68.7
2020/05/000202 05/11/2020 API 2020/05/000841 05/26/2020 API	59.26 VND (190.09 VND (014612 PO 2000127 015547 PO 2000468	59.26 VND 014612 PO 20001272 AG-PRO OHIO, LLC 190.09 VND 015547 PO 20004685 HUGHEY & PHILLIPS		Airport supplies $4/14$ & $4/20/2$ Airport rnwy lts $5/8/20$		5309467 5310508
TOTAL MATERIALS & SUPPLIES	15,000.00	15,000,00	2,507.05	249.35	7,792.95	4,700.00 6	%2 . 89
S61000 GENERAL OFFICE SUPPLIES 80780000 561000 GNRL OFFC	200.00	200.00	00:	00*	300.00	200.00	0.09
TOTAL GENERAL OFFICE SUPPLIES	500.00	500.00	00.	00.	300.00	200.00 6	%0.09
S62600 FUEL (GASOLINE/DIESEL) 80780000 562600 FUEL	250,000.00	250,000.00	60,850.26	00.	189,149.74	00*	.00 100.0
TOTAL FUEL (GASOLINE/DIESEL)	250,000.00	250,000.00	60,850.26	00	189,149.74	.00 100.0%	%0.0
570000 CAPITAL OUTLAY 80780000 570000 CAP OUT	55,000.00	55,000.00	00.	00.	00.	55,000.00	0.
TOTAL CAPITAL OUTLAY	92,000,00	55,000.00	00.	00.	00.	55,000.00	%0:
STOURTH & DOMESTICS THE STOURT OF COURTS							

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YEAR-TO-DATE BUDGET REPORT

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JOURNAL DETAIL 2020 5 TO 2020 5

	ORIGINAL APPROP	REVISED BUDGET Y	YTD EXPENDED MT	MTD EXPENDED ENC/REQ	C/REQ	AVAILABLE BUDGET	PCT USED
80780000 574000 SOFT	10,000.00	28,575.00	18,696.92	00.	00.	9,878.08	65.4
TOTAL EQUIPMENT, SOFTWARE & FI	10,000.00	28,575.00	18,696.92	00°	00	9,878.08	65.4%
590310 REFUNDS OF HANGAR DEPOSITS 80780000 590310 REFUNDS	3,000.00	3,000.00	1,328.00	430.00	00	1,672.00 44.3	44.3
2020/05/000841 05/26/2020 API 2020/05/000845 05/26/2020 API	230.00 VND 200.00 VND	111111 PO 111111 PO	MISC VENDORS MISC VENDORS		Refund Deposit 2017 Refund Deposit 2018	200	5310528 5310522
TOTAL REFUNDS OF HANGAR DEPOSI	3,000.00	3,000.00	1,328.00	430.00	00.	1,672.00	44.3%
TOTAL AIRPORT OPERATIONS	557,800.00	619,875.00	172,177.47	16,986.86	329,376.94	118,320.59	%6.08
TOTAL EXPENSES	557,800.00	619,875.00	172,177.47	16,986.86	329,376.94	118,320.59	
GRAND TOTAL	557,800.00	619,875.00	172,177.47	(16, 986.86)	329,376.94	118,320.59	80.08

^{**} END OF REPORT - Generated by Sharlene Elizabeth Bails **



ITsavvy LLC 313 South Rohlwing Road Addison, IL 60101 www.!Tsavvy.com

Quote Details	
Quote #:	3367583
Date:	06/03/2020
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To: ACCT #: 556554 Fairfield County IT Accounts Payable 210 East Main Street Lancaster, OH 43130 United States 740-652-7074

Ship To: Fairfield County IT Jay Mattlin 224 E Main St Lancaster, OH 43130-3858 United States 740-652-7075 Client Contact: Jay Mattlin (P) 740-652-7075 jay.mattlin@fairfieldcountyohio.gov Client Executive: Scott Gibson (P) 312.676.5237 (F) 312.676.5238 sgibson@ITsavvy.com

Description: AXIS P1377-LE camera

	Item Description	Part#	Qty	Unit Price	Total
	AXIS P1377-LE Network surveillance camera - outdoor - color (Day&Night) - 5 MP - 2592 x 1944 - 720p - CS-mount - vari-focal - audio - GbE - MJPEG, H.264, HEVC, H.265, MPEG-4 AVC - DC 12 - 28 V / PoE+ Manufacturer Part #: 01809-001	22209081	1	\$978.11	\$978.11
				Subtotal:	\$978.11
				Shipping:	\$0.00
				Tax:	Exempt
				TOTAL:	\$978.11

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name:	Title:
Authorized Signature:	Date:

Statement of Financial Responsibility

Under Ohio law, you are required to participate in the Financial Assurance Fund and to establish a financial responsibility mechanism for the deductible amount of your coverage with the Fund. The Board can only issue a Certificate of Coverage to a UST owner who has paid the fees, certified compliance with the State Fire Marshal's Bureau of UST Regulations' (BUSTR) rules and demonstrated financial responsibility for the deductible amount of coverage.

rules and demonstrated financial responsibility for the deductible amount of coverage.						
IV. Financial Responsibility Instructions The financial responsibility mechanism you selected in 2019 is listed below and will be recorded as your 2020 mechanism unless you indicate a change in Section V below. If your financial responsibility mechanism is "Financial Test of Self-Insurance" for 2020, you must complete the Financial Responsibility Affidavit below.						
2019 Financial Responsibility mechanism:						
10 State or Political Subdivision Fund						
V. Financial Responsibility Method Selection Instructions						
If your financial responsibility mechanism has changed for the 2020 year, please select the appropriate financial responsibility mechanism by placing an "X" in the box below. All owners selecting "Financial Test of Self-Insurance" as their 2020 mechanism must sign the Financial Responsibility Affidavit below and have it notarized.						
□ 1 Financial Test of Self-Insurance Please complete the Financial Responsibility Affidavit. □ 6 Trust Fund □ 2 Guarantee/Standby Trust □ 7 State or Political Subdivision Bond Rating □ 3 Insurance/Risk Retention Group Coverage □ 8 Political Subdivision Guarantee □ 4 Surety Bond/Standby Trust □ 9 State or Political Subdivision Financial Test □ 5 Letter of Credit/Standby Trust □ 10 State or Political Subdivision Fund						
FINANCIAL RESPONSIBILITY AFFIDAVIT						
COUNTY OF Fairfield: ss I, Will P. McVell I, [name of tank owner/operator] do solemnly swear to the following: I, as the owner and/or operator of underground storage tank(s) in the state of Ohio, am applying for a Certificate of Coverage with the Ohio Financial Assurance Fund for the period July 1, 2020 to June 30, 2021, and I have met the financial responsibility requirements of Ohio Revised Code Chapter 3737. and rules adopted thereunder by the Financial Test of Self-Insurance. I will, on request by the Director of the Financial Assurance Fund, fully document the existence of the financial responsibility mechanism(s) which I possess. Should any financial assurance mechanism for which I am responsible lapse in coverage for any reason before July 1, 2021, I shall notify the Director of the Financial Assurance Fund of the reason for lapse of coverage and, if required, provide alternate coverage prior to the lapse of coverage.						
Signature of UST Owner/Operator, Affiant Sworn and subscribed to in my presence on the STACI A. KNISLEY Notary Public, State of Ohio Notary Public						

PETROLEUM UNDERGROUND STORAGE TANK RELEASE COMPENSATION BOARD

P.O. Box 2280 Westerville, OH 43086-2280

Phone: 614-752-8963 FAX: 614-752-8397 www.petroboard.org

2020 Application for Certificate of Coverage **Annual Fee Assessment Statement**

July 1, 2020 - June 30, 2021

Owner Number 12708

Certified Mail Number

70192970000165678671

Fee Statement Number

401411

Stacie Knisley

Fairfield County Airport Authority

Fairfield County Commissoners Office

210 E. Main Street, Courthouse Rm 301

Lancaster, OH 43130

PLEASE NOTE:

Fund Coverage on and after July 1, 2020, requires payment on or before July 1, 2020. Late payment fees up to \$1,000 per tank will be assessed for untimely payment.

I. Owner Information Instructions

The following owner information is on record with the Petroleum UST Release Compensation Board and has been pre-printed for your review and correction. If this information is inaccurate, please cross out the incorrect information and make corrections in the margins.

UST Operators paying applicable fees must pay fees in the name of the UST Owner. Operators may not combine payments and facility information on the same form for USTs owned by different persons.

Address: Fairfield County Airport Authority

Fairfield County Commissoners Office 210 E. Main Street, Courthouse Rm 301

Lancaster, OH 43130

Contact Name:

Stacie Knisley

Phone Number:

740-652-7093

Email Address:

II. 2020 Fee Calculation Instructions

UST owners of six or fewer USTs may elect to obtain reduced deductible coverage by paying \$550 per tank. All USTs must be assured at the same deductible.

Please enter the total number of USTs for which you are submitting payment in Box "a". Indicate your deductible choice by placing an "X" in the appropriate box and entering the per-tank fee amount in Box "b". Please make your check or money order payable to "State of Ohio UST Fund" and return it with this Application. A pre-printed business reply envelope may be included for your use.

Per UST Fee and Deductible Selection (Select only one)

\$11,000 deductible (Enter \$550 per UST Fee in box b.) Reduced deductible (\$11,000) may only be selected if 6 or fewer USTs are owned.

\$55,000 deductible (Enter \$350 per UST Fee in box b.)

Total Number of USTs (Required)

Enter per UST Fee

Total 2020 Fees (a x b)

Make check or money order payable to "State of Ohio UST Fund"

III. Certification of Compliance

Before a Certificate of Coverage can be issued, you must certify you are in compliance with the State Fire Marshal's rules for the operation and maintenance of petroleum underground storage tank systems for each tank for which a Certificate of Coverage is being sought. Certifying this statement does not guarantee that eligibility to receive reimbursement will be granted in the event of a release from the subject UST system. Eligibility criteria are set forth in section 3737.92 of the Revised Code and rules 3737-1-07 and 3737-1-19 of the Administrative Code.

By signing below, I certify the petroleum underground storage tank systems for which a Certificate of Coverage is being sought are in compliance with applicable rules adopted by the State Fire Marshal under section 3737.88 of the Ohio Revised Code.

Phone

Name and Title (Type or Print)

X William P. MaNele

140-842-8575

Signature (Required)

Date

X William P. M. Wen I am (Check One)

UST Owner

JUNC 8, 2020

LISTING OF EXISTING FACILITIES FACILITY INFORMATION INSTRUCTIONS

ALL FACILITY PAGES MUST BE RETURNED WITH YOUR APPLICATION

The facilities listed below are the facilities that you as a tank owner reported to the Petroleum UST Release Compensation Board for the 2019 year (July 1, 2019 - June 30, 2020). If there are any changes in the information presented, please make corrections on this sheet. You must fill in the number of tanks being paid for in the 2020 year in the space provided on this form. If your USTs were sold, removed, or installed during the 2019 year and you have not previously notified this office, please complete and submit the appropriate Transfer of Ownership, Tank Installation, Tank Replacement and/or Tank Removal Notification Form(s) available on the Board's website at www.petroboard.org/forms.htm.

Owner #	Facility #	BUSTR ID #	Facility County	Number of Tanks 2019 2020		
12708	12708-0001	23010048	Fairfield	3		
Facility Name			Facility Address			
Fairfield County A	virport		3430 Old Columbus Road NW			
Facility Phone	Facility City			Facility Zip		
614 654 7001	Carroll			43112		
Operator Name / Number			Operator Address			
Same as Facility				Operator Zip		
Operator Phone Operator City			Operator Zip			

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Petroleum Underground Storage Tank Release Compensation Board

P.O. Box 2280 • Westerville, Ohio 43086-2280 Phone: (614) 752-8963 • Fax: (614) 752-8397 www.petroboard.org

April 2020

Dear Petroleum Tank Owner:

Enclosed you will find the 2020 Application for Certificate of Coverage, including the Annual Fee Assessment Statement, Statement of Financial Responsibility, Listing of Existing Facilities and an Invoice for Outstanding Prior Year Per-Tank and Late Payment Fees, if any. Payment and completed forms are due by July 1, 2020 for the coverage period of July 1, 2020 to June 30, 2021. The 2020 annual Financial Assurance Fund fee remains at \$350 per tank for a \$55,000 deductible. Owners of six or fewer tanks may elect to pay a fee of \$550 per tank to reduce the deductible amount of coverage to \$11,000. The deductible selected will remain in effect through June 30, 2021.

The following instructions are provided to assist you with completing the enclosed forms and in obtaining a 2020 program year Certificate of Coverage:

Annual Fee Assessment Statement, Page 1

The enclosed Annual Fee Assessment Statement may be completed for multiple facilities, provided that all of the tanks are <u>owned</u> by the same person.

Section I

The pre-printed information in this section is specific to the tank owner. If this information is inaccurate, please cross out the incorrect information and make corrections in the space available. In addition, if a contact name, phone number, and/or email address have not been pre-printed, please provide this information.

Section II

Please select the deductible amount of coverage and complete the Fee Calculation. You are required to indicate in Box "a" the total number of tanks for which you are submitting payment with your Application. Only owners of six or fewer tanks may elect the reduced \$11,000 deductible. Make your check or money order payable to "State of Ohio UST Fund."

Section III

By signing your name in the space provided, you are certifying the tank owner is in compliance with the State Fire Marshal's Bureau of Underground Storage Tank Regulations' (BUSTR) rules for the operation and maintenance of the tanks for which you are remitting payment and have listed on the Listing of Existing Facilities and New Facilities Page forms included with your Application. This office will verify compliance with BUSTR's rules regarding the operation and maintenance of the tanks prior to the issuance of a Certificate of Coverage. If the owner is not in compliance with the applicable rules, a Certificate of Coverage will be denied. More information regarding these rules can be found in the *Underground Storage Tank Operational Compliance Field Guide* at https://com.ohio.gov/documents/fire_OperationalComplianceGuide.pdf.

Statement of Financial Responsibility, Page 2

Sections IV and V

If you selected a financial responsibility mechanism to cover the deductible amount in the 2019 program year, this mechanism has been pre-printed in Section IV on Page 2. If a mechanism was not selected for the 2019 program year, or your mechanism has changed, please indicate

the mechanism for the 2020 program year in Section V. Only owners with the "Financial Test of Self-Insurance" as their financial responsibility mechanism must complete and have the Financial Responsibility Affidavit notarized. Failure to complete and have the affidavit notarized, when required, will result in the denial of a Certificate of Coverage. More information regarding the financial responsibility mechanisms is available in the *Financial Responsibility Guidelines Fact Sheet*, available at https://com.ohio.gov/documents/fire_FinRespFact.pdf. Please note that the documentation (insurance policy, letter of credit, etc.) supporting the selected mechanism is not required to be submitted with the completed Application.

Listing of Existing Facilities

The Listing of Existing Facilities includes the facility information you provided to the Board with the 2019 Application for Certificate of Coverage. If this information is accurate, your only responsibility is to report the number of tanks you are assuring for the period of July 1, 2020 to June 30, 2021 at each facility. If this information is inaccurate, please cross out the incorrect information and make corrections in the space available. If you sold, installed, replaced or removed tanks at any of the facilities listed on the Listing of Existing Facilities and you have not previously notified this office, please complete and submit the appropriate Transfer of Ownership, Tank Installation, Tank Replacement and/or Tank Removal Notification Form(s) available on the Board's website at www.petroboard.org/forms.htm. Return all Listing of Existing Facilities pages with your Application and payment.

New Facilities Page

Complete the New Facilities Page for any facilities you currently own but did not report for the period of July 1, 2019 to June 30, 2020. Return all completed New Facilities Page forms with your Application and payment.

Payment of Prior Year Annual and Late Payment Fees

If applicable, an Invoice for Outstanding Prior Year Per-Tank and Late Payment Fees has been enclosed. The invoice lists all known outstanding prior year per-tank and late payment fees assessed to you. To receive a 2020 Certificate of Coverage, payment of ALL fees is required. Failure to fully remit the 2020 fees calculated by you in Section II of the Annual Fee Assessment Statement AND all prior year per-tank and late payment fees, if any, will result in the denial of coverage with the Financial Assurance Fund. If you believe the invoice was issued in error, please submit evidence of your payment or documentation that you are not the person responsible for payment of the fees. You are encouraged to contact this office for assistance with your account.

Payment Due July 1, 2020

Your payment, including all prior year outstanding per-tank and late payment fees, Application for Certificate of Coverage/Annual Fee Assessment Statement, and Statement of Financial Responsibility are due on or before July 1, 2020. A fee for the late payment of the 2020 program year's per-tank fees will be assessed at a rate of \$100 per month for each tank, not to exceed \$1,000 per tank. After a late payment fee is assessed, payments received without it will result in the denial of a Certificate of Coverage.

If you need assistance with completing the Application or calculating your payment, or if you do not have internet access and would like a copy of the information referred to in this letter, please call this office at 800-224-4659 or 614-752-8963.