

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll Ohio 43112
Minutes for August 8, 2016

Meeting to order

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

Opportunity for the Public to Address the Board

Mr. Moyer reported that Kip Kelsey contracted the Detroit FAA office regarding using the grass strip as a landing area.

Mr. Rooney also reported that he is working with Mr. Kelsey and he has not heard anything back from the Detroit Office as of today.

Approval of Minutes for the July 11, 2016 Meeting

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the minutes from the July 11, 2016 meeting.

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

Historical Aircraft Squadron (HAS) update

Mr. Moyer reported that everything is going smooth regarding the grounds and terminal.

Mr. Rush asked Mr. Moyer if HAS will have a crew for this winter to plow snow.

Mr. Moyer stated that when push comes to shove he says yes, but they are running low on workers and asked if Sundowner Aviation could help out. They will do their very best to keep up and will let the Board know if they can't.

Mr. Rutherford stated that shoes need replaced on the snow plow.

Mr. Rush recommended that they purchase the snow shoes.

Mr. Ferguson recommended that the tires be replaced on the 5510 tractor for ice purposes.

Mr. Moyer will check into purchasing tires for the tractor.

Mr. Moyer reported that he has been named by the Experimental Aircraft Association EAA in Oshkosh, Wisconsin the Young Eagle Coordinator of the year for 2016.

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Mr. Moyer introduced the newest volunteer pilot for the Young Eagles program, Jenny Hurst. As of August 1st, she will take over the Young Eagle Coordinator position. She is 1 of 3 female deaf pilots in the United States.

Mr. Kochis asked who would be doing the weeding on the pavement around the fence lines and buildings.

Mr. Moyer stated that HAS has weed killer materials but needs to gather up manpower.

Mr. Watts stated that Sundowner Aviation can help out with the weeding. He will work with Mr. Moyer.

Airport Manager Update

Mr. Rooney presented Sundowner Aviation's July report, see attached to minutes.

Mr. Rooney reported that over the weekend there was an AirNet reunion that brought in about 20 people. The week before last there were about 30 people from the 99 group that were here. This weekend, there will be a flour drop event out to the airport.

Dr. Burns reported that he will no longer have Hangar F1. He sold Golf Bravo Aviation and that the new owner will have to sign a new lease and make a deposit for the hangar.

Mr. Rooney thanked Mr. Kochis for his work on getting the internet out to the Terminal.

Standing Committee Updates

a. Airport Improvement – Jon Kochis

1. Crawford Murphy Tilly (CMT) Engineer's Summary Report (See attached to minutes)

• **FY2015 Projects**

○ **Papi Rehab**

Mr. Kochis stated that the PAPIs have been flown and has been approved by the FAA. CMT should be closing the grant soon.

○ **Wildlife Assessment**

Mr. Kochis reported that the report is being reviewed by the FAA.

• **Terminal Roof Improvements**

Mr. Kochis reported that the Terminal Building Reroof and Mansard Alteration project rebid results were 4% under the estimate. The apparent low bidder is Walsh Construction Group in the amount of \$115,900. He recommended that the bid be awarded today.

Approval to award the contract bid for the terminal building reroof and mansard project to Walsh Construction Company for \$115,900

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On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the contract bid award for the terminal building reroof and mansard project to Walsh Construction Company for \$115,900.

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

Mr. Kochis recommended that Sundowner Aviation take inventory of items that are on the roof currently. A lot of those items cannot be put back up. The FAA will have to be contacted for their items. There will be a 1 or 2 mast for the Wifi/Camera. The Dish satellite will be mounted on the roof by the contractor. The idea is to keep items off of the mansard for a clean look.

- **FY16 FAA grant projects**

Mr. Kochis reported that the FY16 grant projects may need contracts extended due to funding not being approved yet. He will talk to Greg Heaton with CMT and update the Board at the next meeting.

- **FY16 ODOT grant project**

Mr. Kochis reported that the runway paving project has been approved. It is still scheduled for October and will be closed for approximately 4 weeks.

2. Fence on Eversole Property

Nothing new to report.

b. Community Relations – Michael Kaper

Mr. Kaper was absent. No members had anything new to report.

c. Facilities and Grounds – Lonnie Rush & Bill Fagan

- **HAS Door**

Mr. Ferguson reported that the Board approved on November 9, 2015 a not to exceed of \$7,700 to repair the HAS hangar door. The contractor was given a wrong material quote and it will cost up to \$2,500 more than he originally quoted us.

Approval to amend the motion approved on November 9, 2015 for a not to exceed of \$7,700 to repair the HAS hangar door, the new motion approves not to exceed \$10,000 for the repair

On motion of Pat Ferguson and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to amend the motion approved on November 9, 2015 for a not to exceed of \$7,700 to repair the HAS hangar door, the new motion approves not to exceed \$10,000 for the repair.

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

- **Removal of Snow**

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Mr. Fagan stated that he would like to proceed with sending information on to contractors to seek interest in removal of snow contracts.

Dr. Burns recommended that Mr. Fagan proceed once we get a written scope but still want HAS to proceed as they are still going to do snow removal.

d. Finance - Glenn Burns

- **Financial Reports**

Ms. Knisley asked the Board to review the financial reports and asked if there were any questions.

- **Payment of Bills**

- **Approval for payment of bills totaling \$ 67,863.78**

On motion of Jon Kochis and second of Bill McNeer , the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$67,863.78. (See invoice summary attached to minutes)

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

e. Security/Web/Other – Bill McNeer & Jon Kochis

- **Internet/Fiber install Phase 1 update**

Mr. Kochis reported that the internet is up and running. County IT will be up tomorrow to connect all of the Wifi. The exterior Wifi will be installed when the roof and mansard project is complete. The Security Cameras and Credit Card Machine projects will be updated soon.

f. Tenant Relations – Glenn Burns

- **Rent Status**

Ms. Knisley will update hangar rent next week.

- **Ohio Skydiving Center contract**

Mr. Chris Chapman suggested to the Board that his termination date be a longer term such as a 3 year term and option to renegotiate. As a business owner it is preferential to him to have a longer term date. He will submit his suggested changes in writing and send to Ms. Knisley to present to the Board at the next meeting.

- **Non-Aviation Storage Discussion**

Mr. McNeer reviewed information with the Board (see attached to minutes) regarding Non-Aviation Storage. He recommended that this information stay in old business.

Dr. Burns stated that he only sees current tenant renters to rent hangars for non-aviation storage. He doesn't see general tenants that aren't interested in aviation.

Mr. Rooney doesn't see a need to rent hangars for non-aviation with the current trend of renting hangars, including that there may potentially be 3 more tenants to sign new leases.

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g. **FBO Liaison – Pat Ferguson**

Nothing new to report.

Old Business

a. **Wildlife Hazards Avoidance Best Practices**

• **Wildlife Shelter**

Mr. McNeer stated that the landscaping around the terminal attracts wildlife.

Mr. Kochis stated that it all needs cut down due to high maintenance and wildlife.

Mr. Kochis recommends that a contractor remove all the bushes and shrubs. He will solicit a quote and report back next meeting.

• **Wildlife Food**

Mr. McNeer recommends that new farm leases have a restriction for planting no seeds, farming grass crops only.

• **Wildlife Deterrence**

Mr. McNeer recommends that the Board refer to the security fence as the Wildlife Safety Fence. He would like to see the Wildlife Safety Fence to put in the 2020 or 2021 Airport Capital Improvement Projects list.

b. **Snow Plowing**

Mr. Fagan reported earlier that he would proceed with talking to contractors interested.

c. **County Credit Card process**

Ms. Knisley is working with the County Treasurer to move forward with the credit card machine process.

d. **Fuel Cart**

Mr. Rush reported that he talked to the owner of Zanesville Aviation regarding the invoice for the fuel cart. The increase in costs was due to the metering filtering system which needed to be certified.

Approval to approve to pay the invoice in the amount of \$14,750 for the fuel cart, payable to Zanesville Aviation

On motion of Lonnie Rush and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve payment of the invoice in the amount of \$14,750 for the fuel cart, payable to Zanesville Aviation.

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

e. **Storm Water Plan**

Mr. McNeer reported that this was reviewed in the July meeting.

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Mr. Kochis reported that plan will cost \$1,600 for a GIS data collection. This plan will mark all of the culverts, ditches, and field tile. Included in this will be engineering plans. This contract will not be ongoing every year. This will be a nice plan to hand out during emergency spills. This plan also includes recommendations on where to store contaminants.

Approval to allow Fairfield County Soil & Water to develop the Municipal Separate Storm Sewer System (MS4) Stormwater Plan for \$ 1,600

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve to allow Fairfield County Soil & Water to develop the MS4 Stormwater Plan (see scope attached to minutes) for \$1,600

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

f. Board Member liability insurance

Mr. Kochis reported that the Airport Authority Board members are covered under the County Insurance program, CORSA.

New Business

a. Approval of ODOT 2016 Grant Contract

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approve the ODOT 2016 Grant contract, see attached to minutes.

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

b. Old Medflight property

Mr. Kochis reported that this property will be on the market soon. There are businesses that are interested. There is no good use for the airport but might have an interest rather than an unknown owner or business to purchase the property.

Informational Items

The Board reviewed the following informational items.

- FAA letter, amendment # 1 FAA 2011 grant
- FAA letter, closeout letter for FAA 2011 grant
- Cambridge Fly-In: Saturday, September 10th

Calendar of Upcoming Events/Other

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

- **Ohio Skydiving Center, R1 lease expires 9/30/16**
- **Business Radio Licensing fee of \$95 – revisit March 2017**
- **PVille farming lease expires 12/31/17**
- **Doug Majors farming lease expires 12/31/17**
- **Insurance expires 12/15/18**
- **November 2019 - coordinate HAS/Comm's lease agreement approved on 11.17.15 (exp 12/31/19)**

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Adjournment

On motion of Lonnie Rush and second of Bill McNeer, the Fairfield County Airport Authority Board voted to adjourn at 7:27 p.m.

Next meeting is scheduled for September 12, 2016 at 6:00 p.m.

Meeting minutes for the August 8, 2016 meeting were approved on September 12, 2016.

Aye

Glenn Burns

Aye

Bill Fagan

Aye

Lonnie Rush

Aye

Jon Kochis

Aye

Michael Kaper

Aye

William McNeer

Aye

Pat Ferguson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

Sundowner Aviation
MONTHLY BOARD REPORT

JULY 2016

*Aug 8, 2016
Board meeting*

| ITEM | QUANTITY | REMARKS |
|--------------------------------------|---|----------------|
| T HANGAR OCCUPANCY | 59 | |
| R HANGAR OCCUPANCY | 6 | |
| NEW LEASES | 1 | |
| OVERNIGHT/WEEKLY HANGR | 12 nights | \$25 |
| FUEL SALES 100LL | 7372 | |
| FUEL SALES JET | 2379 | |
| NUMBER OF OPERATIONS | 5288 | |
| HANGAR MAINTENANCE ISSUES | About 21 HGRS finished good response | |
| PUBLIC COMMENTS | none | |
| INCIDENTS REPORTED TO FAA | None | |

**Fairfield County Airport Authority
Board Meeting, August 8, 2016**

Engineer's Summary Report

1. Previous FAA grants

-2515 FAA project (PAPI, wildlife) ongoing (Quarterly reports submitted)

2. FY 2015 Projects

PAPI Rehab

PAPI commissioning complete. Punch list being finished and close out expected soon.

Wildlife Assessment

Final report has been submitted to FAA. Undergoing review.

Terminal Roof Improvements

Terminal Building Reroof and Mansard Alteration project was rebid. Apparent low bidder was Walsh Construction Group at \$115,900. Represent 4% under estimate.

3. FY 16 Projects

ODOT Aviation Grant Runway Rehab

Bids were received on May 27th. Low bidder is The Shelly Company. Awaiting federal grant. Need to authorize contractor or ask for extension.

FY 16 FAA Grant – Runway Edge Lighting

Bids were received on May 27th. Low bidder is Jess Howard Electric. Awaiting federal grant. Need to authorize contractor or ask for extension.

4. FY 17 ODOT Aviation Grant Application

Grant application submitted for Taxiway D (west end) construction / reorientation. Awaiting ODOT decision

5. Action Items:

Action to Award Roof project bid to Walsh Construction subject to bid review and documentation.

| Vendor | Amount | Inv# | Description | Service Dates |
|--|-------------|------------|--|-----------------|
| Sundowner Aviation | \$1,747.70 | n/a | 10% of July hangar rent collected | 7/1-7/31/16 |
| Sundowner Aviation | \$1,140.85 | n/a | fuel sales for July | 7/1-7/31/16 |
| CMT | \$1,340.00 | 109662 | engineering services for the VGSI (PAPIS) Runway 10/28 project | 4/30-5/27/16 |
| CMT | \$1,763.20 | 109992 | engineering services for the VGSI (PAPIS) Runway 10/28 project | 5/28-7/1/16 |
| CMT | \$500.00 | 109663 | professional services to complete the Wildlife Hazard Site Assessment | 4/30-5/27/16 |
| CMT | \$1,496.06 | 109993 | professional services to complete the Wildlife Hazard Site Assessment | 5/28-7/1/16 |
| CMT | \$4,227.22 | 109664 | engineering services to provide design and bid phase for the Runway 10/28 Overlay | 4/30-5/27/16 |
| CMT | \$1,370.00 | 109994 | engineering services to provide design and bid phase for the Runway 10/28 Overlay | 5/28-7/1/16 |
| CMT | \$2,606.48 | 109672 | engineering services for rehabilitation of runway 10/28 lighting project | 4/30-5/27/16 |
| CMT | \$450.00 | 110001 | engineering services for rehabilitation of runway 10/28 lighting project | 5/28-7/1/16 |
| CMT | \$2,673.70 | 109673 | professional services for the Terminal Accessibility Improvements Roof and Mansard Project | THROUGH-5/27/16 |
| CMT | \$4,614.73 | 110002 | professional services for the Terminal Accessibility Improvements Roof and Mansard Project | 5/28-7/1/16 |
| Jess Howard Electric | \$37,778.25 | 2nd app | relocate/rehab PAPI's for Runway 10/28 | through 4/1/16 |
| Claypool Electric | \$380.99 | 460418 | replace occupancy sensor in men's restroom | 7/22/2016 |
| City Electric Supply | \$4,600.00 | LCR/011186 | LED light replacements for hangars | 7/26/2016 |
| State Electric Supply | \$38.07 | 11828891 | internet project | 7/27/2016 |
| RD Holder | \$231.02 | 0306477-IN | off road diesel - 10 gallons | 7/19/2016 |
| RD Holder | \$248.46 | 0308439-IN | regular gasoline - 10 gallons | 7/19/2016 |
| IT Sawvy | \$136.00 | 00888417 | internet project | 7/18/2016 |
| IT Sawvy | \$327.00 | 00889182 | internet project | 7/8/2016 |
| Superior Petroleum Equipment | \$194.05 | 17209 | fuel master/fuel pumps repair | 7/11/2016 |
| | | | | |
| | | | | |
| Total Invoices for Approval for 8/8/16 Meeting | \$67,863.78 | | | |

Non-Aviation Storage Discussion

The following research was conducted to avoid jeopardizing any AIP grants if the decision is made to pursue renting the T-Hangar bays for the purpose of non-aviation storage.

- ❖ Section 1 is information on non-aeronautical use of the hangars. This directive will be incorporated into FAA Order 5190.6B paragraph 22.6.
- ❖ Section 2 is provided for discussion and hopefully will assist in the decision on hangar bay renting.
- ❖ Section 3 is the current aviation rental fee structure and is provided for reference purposes during discussion of Section 2.

1. NON-AVIATION RENTAL FEES INFORMATION

EXCERPTS FROM THE FEDERAL REGISTER - 38910 Federal Register/Vol. 81, No. 115/Wednesday, June 15, 2016/Rules and Regulations

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Chapter I [Docket No. FAA 2014-0463]

Policy on the Non-Aeronautical Use of Airport Hangars

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT). **ACTION:** Notice of final policy.

SUMMARY: This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

DATES: The policy described herein is **effective July 1, 2017.**

Non-Aviation Storage Discussion

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following cases:

a. FAA advance approval of an *interim use*: Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b. FAA approval of a *month-to-month leasing plan*: An airport sponsor may obtain advance written approval month- to-month leasing plan for non- aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non- aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to- month tenant that it must vacate.

A sponsor's request for approval of an interim use or a month-to-month leasing plan should include or provide for (1) an inventory of aeronautical and non- aeronautical land/uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non- aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. *Other cases*: Advance written release by the FAA for all other non- aeronautical uses of designated aeronautical facilities. Any other non- aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B chapter 22.

Non-Aviation Storage Discussion

VI. Sponsor Compliance Actions

- a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.
 - b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
 - c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
 - d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non- incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.
- c. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016.

Robin K. Hunt,

Acting Director, Office of Airport Compliance and Management Analysis. □ [FR Doc. 2016-14133
Filed 6-14-16; 8:45 am] **BILLING CODE 4910-13-P**

Non-Aviation Storage Discussion

2. RESEARCH - NON-AVAITION MONTHLY RENTAL FEES

A. Background -

- a. The Corporate Hangar Bays R1-R6 except for a couple of months has been leased for the past several years.
- b. Of the 72 T-Hangar Bays, currently, there are 15 T-Hangar Bays not producing revenue (F7, G3, G5, G6, G9, P5, Q15, Q16, Q20, O2, O4, O5, O7, O9, & O11).
- c. Last year, (August 7, 2015) there were 20 T-Hangar Bays not producing revenue (F4, F7, G3, G5, G6, G9, Q5, Q6, Q8, Q11, Q15, Q16, Q19, Q20, O2, O4, O5, O7, O8, & O11).
- d. Calendar years 2014 and 2013 also had twenty (20) plus T-Hangar Bays that were not producing revenue.
- e. The occupancy trend for the T-Hangar Bays is improving, however it is not expected that 100% occupancy will be obtained in calendar years 2017 or 2018.

B. The Fair Market Value (FMV) monthly rental fee of T-Hangar bays will be well above the current aviation monthly rental fees. Following are the comparative monthly rents for an enclosed storage unit (unless noted) in the central Ohio area.

- A-1 Self Storage 3820 Columbus-Lancaster Road, Carroll.
 - 15x40=600sf for \$258.34 or **43c/sf**.
- U-Haul Moving and Storage of Lancaster 1921 Riverway Drive, Lancaster
 - 12x43=516sf for 149.40 or **29c/sf**. (Covered only)
- U-Haul 775 Georgesville Road, Columbus.
 - 12x40=480sf for \$123. Or **26c/sf**. (Covered only)
- Rt 62 Storage 2537 Johnstown-Utica Road, Utica.
 - 14x42=588sf for \$256.80 or **43.6c/sf**.
- RCD Indoor Storage 10176 Lynns Road, Pataskala.
 - 18x60=1080sf for \$482.00 or **45c/sf**.
 - 18x81=1458sf for \$599.00 or **42c/sf**.

Non-Aviation Storage Discussion

C. FMV of T-Hangar Bays in Buildings F, G, O, P, & Q (Electric included)

| Fair Market Value | 25c/sf | 30c/sf | 35c/sf | 40c/sf |
|----------------------------|--------|--------|--------|--------|
| F1-F10 (*1276sf for \$260) | \$320 | \$385. | \$450 | \$510. |
| G2-G5 | | | | |
| G7-G10 | | | | |
| O1-O5 | | | | |
| O7-O11 | | | | |
| G1&G6 (*1914sf for \$310) | \$480 | \$575. | \$670. | \$770. |
| O6 & O12 | | | | |
| P2-P9 (*1079sf for \$220) | \$270 | \$528 | \$380. | \$435. |
| P11-P20 | | | | |
| Q2-Q9 | | | | |
| Q11-Q20 | | | | |
| P1&P10 (*1579sf for \$270) | \$395. | \$475 | \$555. | \$635. |
| Q1&Q10 | | | | |

(*Current month to month rent fee for aviation storage.)

D. Non-Aviation Month-to-Month Rental Agreement Concepts.

- The rental agreement for non-aviation storage must be specific on the non-storage of hazardous material.
- It must contain language that clearly doesn't allow the storage area to be used for manufacturing, assembly, or distribution of goods.
- The hangar bay is not be used for meetings or social gatherings.
- The hangar bay shall be vacated within 30 days of notification.
- Security deposit of one full month will be returned after Renter has vacated the T-Hangar Bay un-damaged within the required 30 days
- Vehicle access gate code will only be used by renter.
- Proof of Liability Insurance (\$1,000,000) must be provided prior to occupancy.
- The Renter is responsible for insuring item stored in T-Hangar Bay.
- Rental agreement must include a section that contains instructions on operation of a vehicle on the Airport Operating Area and the Renter shall acknowledge in writing that they will comply.

Non-Aviation Storage Discussion

- Rental fees for less than 30 days occupancy will be charged \$30 per day.
- Rental fees for vacating the T-Hangar Bay after 30 days will be pro-rata.

3. CURRENT HANGAR BAY FEES FOR AVIATION STORAGE AND/OR USAGE.

Hangar Buildings – ANNUAL LEASES

Hangar J - \$775.

Buildings F, G, O, P, & Q – T hangar bays (Electric included)

| Bay # | Sq Ft | 18 cents | 18.5 cents | Store 7.8cents | Store 8cents | Total |
|------------|-------|------------|------------|----------------|--------------|-------|
| F1-F10 | 1276 | \$230 | | | | \$230 |
| F (W)Store | 638 | | | 638 | | \$50 |
| G2-G5 | 1276 | \$230 | | | | \$230 |
| G7-G10 | | | | | | |
| G1&G6 | 1914 | 1276/\$230 | | 638/\$50 | | \$280 |
| O1-O5 | 1276 | \$230 | | | | \$230 |
| O7-O11 | | | | | | |
| O6 & O12 | 1914 | 1276/\$230 | | 638/\$50 | | \$280 |
| P2-P9 | 1079 | | \$200 | | | \$200 |
| P11-P20 | | | | | | |
| P1&P10 | 1579 | | 1079/\$200 | | 500/\$40 | \$240 |
| Q2-Q9 | 1079 | | \$200 | | | \$200 |
| Q11-Q20 | | | | | | |
| Q1&Q10 | 1579 | | 1079/\$200 | | 500/\$40 | \$240 |

Building R - Corporate/Box Hangars (Electric not included)

| Bay # | Square Feet | 17 cents | Total |
|-------|-------------|----------|-------|
| R1 | 3,000 | \$510 | \$510 |
| R2-R6 | 2,500 | \$425 | \$425 |

Non-Aviation Storage Discussion

OTHER FEES

Overnight T-Hangar Bay Rent – \$25 per night

Overnight R-Hangar Bay Rent (if available) - \$35 per night without electricity.

One week T- Hangar Bay Rent - \$100

One week R-Hangar Bay Rent (if available)- \$150 without electricity.

*Month to Month T-Hangar Bay Rent – 10% above the monthly lease rate rounded up to the nearest \$10 (P2-P9, Q2-Q9 = \$220/ F1-F10, G2-G9, O1-O5 = \$260/ P1&P10, Q1&Q10 = \$270/ G1&G6, O6&O12 = \$310).

*Month to Month R-Hangar Bay Rent – 10% above monthly lease rate rounded up to the nearest \$10 (R1 = \$570/ R2-6 = \$470) with the electric being in Renter's name and paid by Renter.

Ramp Fee Overnight – \$5 for aircraft under 12,500 pounds and \$10 for large aircraft. Fee maybe waived with fuel purchases of 25 gallons or top -off.

*Ramp Fee Monthly - \$50 for aircraft under 12, 500 pounds and \$100 for large aircraft.

*Fairfield County Airport Minimum Standards for Aeronautical Activities (Revised December 8, 2014) Section III K requires all aircraft based on the airport to carry the minimum insurance of Bodily (\$100,000 per person/\$500,000 per accident) and Property (\$1,000,000) with proof of insurance provided.

(Note: Fairfield County Airport does not provide tie down services due to liability.)

Vegetation Management and Storm Water Management in support of the Wildlife Hazard Site Visit Report dated May 28, 2016

Fairfield County Airport Authority 2016-2020 and Fairfield Soil and Water Conservation District

Vegetation Work Plan



Priority items

***-7 and 8 are priority for Airport Authority approval in July. \$1,000 estimate combined.

***- Long term budgeting (2017-2019) SWCD \$500 in chemicals for 3 years, 50 hours per year or \$7,500 for 3 years, or \$8,000 for a three year budget for ditches, stream and perimeter fences. We will bill for hours of setup, application, cleaning and reporting. If things improve over the second and third year then costs should come down some.

See Map for location coordination

1 Clear vegetation along stream and ditches, spray for hemlock and small woody vegetation (**completed**)

2 Wetland Delineation on 5 acres east of Cemetery (**in process**)

3 Quotation of clearing wooded area east of Cemetery /stockpiled material from spring clearing to be removed and disposed of (**in process**) **Any tree clearing should occur October 15-March 31 for endangered species**

4 Cut the end off of culvert pipe that floated under the ARFF Road culvert (**requested**)

5 Fill low areas on pipelines; coordinate with Doug Majors and Enterprise Pipeline (**requested and planned for September if not before**)

6 Issue letter to surrounding landowners with farms that trees on fence lines can be removed within 10 feet either side, but the fence or fence posts on the north must remain should they choose to remove them. (August 2016)

***7- Woody species treatments this fall on south fence. Consists of cutting woody plants at the base, treating the stump, pull them out if reasonable to do, if not they will remain to break down naturally. 16 hours or \$800.00. As before we will bill for actual hours, but this is the target.

***8 Annual brush hog south of the fence. If Dennis Keller can bring the tractor and brush hog over greased and fueled, we can mow the south field over the pipelines. Dennis seemed agreeable, AA should confirm or present alternative. 4 hours, or \$200.00 per year (**noxious weed compliance**)

Vegetation Management and Storm Water Management in support of the Wildlife Hazard Site Visit Report dated May 28, 2016

Fairfield County Airport Authority 2016-2020 and Fairfield Soil and Water Conservation District

9 Cut and stump treat bushes and trees on north property line if adjacent farms do not plan on addressing them. (2017-2019) (cost to be determined later)

10 2017-2019 spray stream corridor and wet ditches annually with water safe broadleaf chemical-premium cost Garlon 3A or Rodeo for cattails (May of each year, this requires a multiple year agreement due to cost of chemicals)

11 2017-2019 spot spray woody plants on north, old Election House Road Bank and south property lines (Annually in May)

12 2017-2019 Airport Authority include in their snow removal services for an annual spray of an all vegetation killers on fences around buildings, and cracks in pavement (Annually in June). We can do it but we may need flexibility in schedule with other projects that time of the year.

13 Coordinate right of way edge clearing standards with the Fairfield County Engineer on Old Columbus, 33A and Election House.

14 Do you need spray work on the Runway 10 markers and equipment at 33?

Storm Water Work Plan

1 Development of Storm Water Pollution Prevention Plan (SWP3) (\$1,600 for DRAFT VERSION)

GPS map all tiles, catch basin, culverts and ditch centerlines

Develop narrative written policy, Sundowner and all entities that change fluids should sign on.

Things to be considered:

- dirt piles at the west end of runway need cover or removal
- carcass composting or disposal policy
- no outdoor barrel or fluid storage
- spill kits
- emergency fuel shut offs
- concrete storage pads
- floor drain plugs/oil and grease interceptors
- quarterly inspections
- annual training/review

2 Long term planning and coordination for floodway and floodplain issues north of run way west to Claypool Drive.

3 Identification of strategic no structure locations to assure adequate storm water detention/retention in the future because of limitation of pipelines. Consider underground facilities to reduce water surface.

4 Camera work or regular inspection of storm water piping and structures. Coincide with quarterly SWP3 inspections

A motion to approve the attached contract with the Ohio Department of Transportation (ODOT) Office of Aviation – Fairfield County Airport Authority Board

WHEREAS, the Fairfield County Airport Authority Board (FCAA) desires to contract with ODOT for the grant awarded in the amount of \$ 611,080; and

WHEREAS, the FCAA Board accepts the terms and conditions of the attached contract; and

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

Section 1. That the Fairfield County Airport Authority Board approves to the ODOT contract in the amount of \$611,080.

Motion by: Bill McNeer

Seconded by: Jon Kochis

Ayes: McNeer, Kochis, Burns, Fagan, Ferguson, and Rush

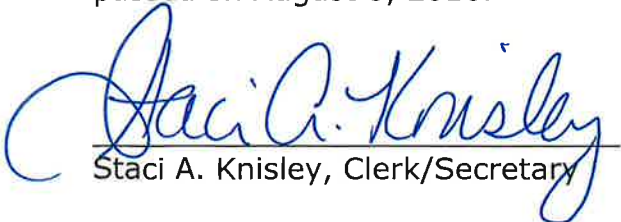
Nays: None

Abstentions: None

Absent: Kaper

Motion passed on August 8, 2016

I, Staci A. Knisley certify that this is a true statement and copy of the motion passed on August 8, 2016.


Staci A. Knisley, Clerk/Secretary



OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF AVIATION

2829 W. DUBLIN-GRANVILLE RD • COLUMBUS, OH 43235

JOHN KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

July 12, 2016

Dr. Glenn Burns, President
Fairfield County Airport Authority
Fairfield County Airport
3430 Old Columbus Rd.
Carrol, OH 43112

RE: Ohio Airport Grant for Fairfield County Airport

Dear Dr. Burns:

I am pleased to inform you that the Ohio Department of Transportation (ODOT) has awarded a grant in the amount of **\$611,080** under the Ohio Airport Grant Program for use at **Fairfield County Airport**. The grant funds shall be used for the following project:

RWY Rehab

Enclosed is a copy of the **Grant Contract** for this project. Please return the grant contract, signed by the Grantee and by the Grantee's attorney, to the following address within thirty days of the above transmittal date:

Administrator, Office of Aviation
Attn.: David Dennis
2829 West Dublin-Granville Road
Columbus, Ohio 43235

When you return the **Grant Contract** you must include a certified copy of the action taken by the Grantee's governing body authorizing the acceptance of the grant.

Also enclosed is a copy of **Standard Affirmation and Disclosure Form** Executive Order 2010-09S. Please complete and return the **Standard Affirmation and Disclosure Form** along with the Grant Contract. A copy of the Executive Order itself is also attached.

Please retain copies of this material for your files.

Upon receiving the grant contract signed by the sponsor, ODOT will sign it and return a fully executed copy to you.

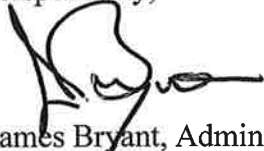
Following receipt of the fully executed Contract you must:

1. Notify ODOT of the pre-construction meeting in adequate time to allow a representative of ODOT to be present.
2. Notify ODOT of the starting date for project work, enabling ODOT to have a representative present.
3. Notify ODOT of project completion, request a final project inspection and submit the ODOT Request for Payment Form and letter (see Appendix I of the Criteria for the format).

Partial payments will be made upon the receipt of an acceptable ODOT Request for Payment Form and letter with supporting documentation. Final payment will be made upon completion of a project inspection performed by ODOT. **Please note: Since grant payments are reimbursements, the Sponsor must pay 100% of eligible costs to the contractor(s) before ODOT can reimburse the 95% share. Sponsor must submit proof that the Sponsor has paid 100% of project costs to the Contractor(s) for the period covered by the pay request.**

I appreciate your concern for improving your facility and Ohio's aviation system. Please contact Dave Dennis at 614-387-2352 if you require additional information.

Respectfully,



James Bryant, Administrator
Office of Aviation

JEB:dd

Enclosures

c: Grant File, Fairfield County Airport; M. Jagiello, FAA Detroit ADO

GRANT CONTRACT

under

The Fiscal Year 2016 Ohio Airport Grant Program

between

Fairfield County Airport Authority

and

The Ohio Department of Transportation

Office of Aviation

ODOT Project Number 16-08

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project. No. 16-08

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Fairfield County Airport Authority

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. 16-08

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: Fairfield County Airport Authority

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. 16-08

Standard Assurances: the assurances enumerated in Eligibility Requirements of the Criteria.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2 of the Contract.

Total Project Cost: the total project cost as specified in Section 2 of the Contract.

ARTICLE II: PURPOSE, SCOPE, AND FUNDING

2.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.

2.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

Total Project Cost: \$644,080

Total Local Share: \$32,204

Total State Share: \$611,876

Description:

RWY Rehab

2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of **Six Hundred and Eleven Thousand Eight Hundred and Seventy Six Dollars.**

The total cost for the project is **\$644,080**. ODOT shall provide to the Grantee 95 percent of the eligible costs, **up to a maximum of \$611,876 in State funds**. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at anytime 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.

2.5 ODOT will initiate requisition for payment of the State Share specified in Section 2.3 of this Contract upon its acceptance of the ODOT Request for Payment Voucher Form, completion of a project inspection performed by ODOT, and upon the completed performance of the project in accordance with this Contract and all applicable bid specifications provided that expenditures made by the Grantee are:

2.5.1 made in conformance with the Application, the Criteria and this Contract;

2.5.2 necessary in order to accomplish the project;

2.5.3 reasonable in amount for the goods and services purchased;

2.5.4 actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and

2.5.5 incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.6 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island. The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.7 The Grantee shall submit all documents relating to this Contract, including all bids and financial reports, to the Office of Aviation on a continuing basis. The Grantee shall submit to ODOT:

- A. Written verification of intent to perform the project as specified in the Application and as specified in the NPA;
- B. A set of plans, as required by ODOT in Appendix E and F of the Criteria;
- C. The Project Time Schedule as required in Appendix G-I of the Criteria;
- D. All bid documentation prepared by the Grantee, prior to its release to prospective bidders, including requirements for compliance with Drug-Free Workplace procedures;
- E. Notification of all meetings relating to the project, as soon as the meeting dates and time have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- F. Notification of potential starting dates for project work, as soon as such dates have been determined and in sufficient time to enable ODOT to have a representative(s) present;
- G. Notification of project completion;
- H. Copies of all bid documentation received by the Grantee from all bidders, including contractor and sub-contractor compliance with Drug-Free Workplace procedures.
- I. The ODOT Request for Payment Voucher Form, not later than thirty days after completion of the project; and
- J. A completed copy of FAA Form 7460 and/or 7480, if required by project type of work.

2.8 The ODOT Request for Payment Voucher Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, dates of payments, the State Share and the Local Share. Payment will be made on a reimbursement basis, and the Grantee must pay 100% of eligible costs to contractor(s) prior to receiving reimbursement from ODOT. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.9 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five days after notification by ODOT which reveals such overpayment.

2.10 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.11 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.12 The Grantee shall maintain such insurance or self-insurance on all project facilities and equipment in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein.

2.13 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

ARTICLE 3: MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT PERFORMANCE:

3.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the

Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.

3.2 The Grantee shall adhere to the following specifications throughout the performance of the project:

3.2.1 The Grantee shall have present on the project at all times a quality assurance inspector who shall be a registered professional engineer or his/her representative (The Airport Manager, unless qualified, can not be expected to provide the necessary inspection.);

- 3.2.2. The Grantee is responsible for the cost and performance of all project engineering including, but not limited to, preparation of project plans and specifications;
- 3.2.3. The scope of work for the project shall include allowance for a 1% gradient on both sides of the runway centerline, and longitudinal paving joints shall be offset a minimum of 18 inches on either side of existing joints;
- 3.2.4. The scope of work for a runway resurfacing project shall include a stipulation that all paving be accomplished using a 40-foot ski on the paver to assure surface uniformity;
- 3.2.5. Load limits as described in ODOT Construction and Material Specifications Section 105.13 and not to exceed 57,000 pounds maximum gross weight shall be imposed by the Grantee on all contractor haul vehicles, and the contractor shall be responsible for and shall repair all damage caused by its vehicles on haul roads, ramps, aprons, taxiways, and runways;
- 3.2.6. The Grantee shall perform the project in accordance with the most recent ODOT Construction and Material Specifications and any supplemental specifications issued by ODOT. Items such as runway and taxiway markings, which are not covered under these specifications shall be governed by an applicable FAA advisor circular.
- 3.2.7. When the scope of work includes a runway extension, taxiway extension, or ramp or apron extension all requirements for FAA Part 77, Objects Affecting Navigable Airspace, and AC 150/5300-13, Airports Design, and any other FAA design circulars must be adhered to;
- 3.2.8. When the scope of work includes marking of a runway, the new marking and any existing lighting shall reflect the required minimum approach slope ratio, refer to AC 150/5300-13, for marking layout refer to AC 150/5340-1G;
- 3.2.9. When the scope of work includes on-airport lighting, current FAA approved airport equipment or equivalent shall be adhered to. Installation shall be performed, in general, according to FAA guidelines. Lighting, and any existing marking, shall reflect the required minimum approved slope ratio, refer to AC 150/5300-13;
- 3.2.10. When the scope of work includes airport visual lighting aids, communications equipment, navigational aids, weather reporting equipment, and obstruction lights and/or marking, all current FAA advisor circulars shall be adhered to;
- 3.2.11. For any project type, a project safety plan shall be submitted per AC 150/5370-2C, Safety on Airports During Construction;
- 3.2.12. When the scope of work includes the installation of an Automated Weather Observing System (AWOS), refer to AC 150-5220-16B, Automated Weather Observing System (AWOS) for non-federal application;
- 3.2.13. No plans will be approved before a copy of the FAA form 7460 and/or 7480 and NF-4 submitted to FAA has been received by ODOT; and

3.2.14. All asphalt paving projects shall be completed by October 15 of any year.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 4.2 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the GRANTEE's control. The GRANTEE, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 4.3 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the GRANTEE shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the GRANTEE shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the GRANTEE to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the GRANTEE, or immediate termination of this Agreement by ODOT.
- 4.4 The GRANTEE, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 4.5 In the event of termination under this Section, GRANTEE shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the

GRANTEE shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the GRANTEE shall be returned to ODOT.

- 4.6 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the GRANTEE shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 4.7 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
- 4.8 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 4.9 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 4.10 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
- 4.11 The Grantee shall not assign or subcontract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 4.12 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
- 4.13 Every contract for or on behalf of the State or any of its political subdivisions for the purchase of materials, equipment, supplies, contracts of insurance or services shall contain provisions by which the contractor agrees to the following:

4.13.1 Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, genetic information, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

4.13.2 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, genetic information, or age.

4.13.3 Contractor agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

4.13.4 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

4.13.5 Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4.13.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

4.13.7 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will

permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

4.13.8 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or,
- a. cancelling, terminating, or suspending a contract, in whole or in part.

4.13.9 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4.13.10 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities) In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.

4.14 This contract shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

4.15 It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code Section 126.07 have been complied with.

4.16 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor

employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- 4.17 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

4.18 ETHICS REQUIREMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

4.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

- 4.20 When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective upon its execution by both parties, and the obligations of the parties hereunder shall then begin.

4.21 BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

The Contractor affirms to have read understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

TERMINATION. SANCTION. DAMAGES:

- A. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated

with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

- B. The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.
- C. If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Contract.
- D. The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.
- E. Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 16 day of August, 2016.

By: X [Signature]

Title: Airport Authority Board President

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, G. BRAUNBOLT, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and

find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated August 8, 2016, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 15th day of AUGUST, 2016.

By: [Signature]

Title: Attorney at Law

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work.

This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor: The Shelly Co.

80 Park Drive
(Address)

Thorndale, Ohio 43076
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Strawser Paving Co. Inc.
(Name)

1595 Frank Rd, Columbus, Ohio 43223
(Address, City, State, Zip)

Griffin Pavement Striping
(Name)

2383 Harrison Rd, Columbus, Ohio 43204
(Address, City, State, Zip)

2. Location where services will be performed by Contractor: Fairfield County Airport

3430 Old Columbus Rd
(Address)

Carroll, Ohio 43235
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

3430 Old Columbus Rd
(Name)

Carroll, Ohio 43235
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by

Contractor:
80 Park Drive
(Address)

Thornville, Ohio 43076
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Strawser Paving Co. Inc.
(Name)

1595 Frank Rd, Columbus, Ohio 43223
(Address, City, State, Zip)

Griffin Pavement Striping
(Name)

2383 Harrison Rd, Columbus, Ohio 43204
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

N/A
(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)