

Regular Meeting to order

Mr. Kaper called the Regular Meeting to order at 6:02 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Michael Kaper, Jon Kochis, Scott Richardson, Bill McNeer, and Bill Fagan. Board Members absent: Glenn Burns and Rick Szabrak. Also present were Emylee Gussler, and Don Kuhn.

Opportunity for the Public to Address the Board

There was no public comment.

Approval of the Minutes for the July 12, 2021 Meeting

On motion of Jon Kochis and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve the minutes from the July 12, 2021 meeting.

Voting aye thereon: Kochis, Richardson, Kaper, Fagan, and McNeer

Absent were: Burns and Szabrak

Motion passed.

Historical Aircraft Squadron (HAS) update

There was no one present for the update.

Sundowner Aviation/Airport Manager Update – Monthly Board Report

a. Monthly Report

Mr. Kuhn presented the Airport Management Monthly Report. (See attached to minutes)

Mr. Kuhn expressed a need for additional hangars as a waiting list exists for hangar rentals.

Mr. Kochis asked if anyone from the public had expressed concern regarding the crop spraying planes.

Mr. Kuhn acknowledged that there were a couple of calls, to which he explained the plane was a crop duster.

Mr. Kochis stated that concern had been expressed to him regarding the flight path taken, directly over the highway.

Mr. Kuhn stated that the pilot announces his path prior to take off and knows of no issues existing.

Standing Committee Updates:

Airport Improvement – Jon Kochis

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

There was no one present from CMT to give an update or summary.

Mr. Kochis provided possible potential for additional hangars, given the space available. Discussion continued regarding the available space and different configurations for adding hangars. Further discussion with CMT will be reviewed and discussed prior to discussion with County Commissioners at the Roundtable meeting on August 19th.

Mr. Kochis expressed the FAA will require proof that we have real demand for additional hangars before approving the building of additional hangars.

Mr. Kochis stated a more solid commitment from interested parties would be necessary.

Mr. Kochis provided a brief update regarding the 5010 and his conversation with ODOT aviation, Russ Neice.

Mr. Kochis said that Mr. Neice voted the ALP is out of date, but Mr. Kochis said we are going to have a new one in a few months with the completion of the Master Plan.

Mr. Kochis said that Mr. Neice’s point of contention is that the grade of the runway is too low, and that Election House Road may be an obstruction.

Aircraft registration was brought to discussion.

Mr. Kochis stated that there is a discrepancy between what we put on the internet what is collected and the FAA’s list. The FAA is off by 20 which means either aircrafts are not being registered with the FAA or our list is off from Sundowner.

Mr. Kochis stated this isn’t an issue with the current discrepancy as it won’t change the airport category, however it would be beneficial to encourage owners to register their aircrafts at our airport as this means better things for the airport.

b. **South Access Road/Culvert Repair**

Mr. Kochis opened discussion stating that the Contractor has continued to push us back and the concern is that they will push us out past the end of the year.

Mr. Kochis expressed that if this does occur there may be a need to rebid the contract. Roeser Brothers has been awarded the bid but there is no signed contract at this point.

c. **Storm Water System Rehab/Culvert Repair**

Mr. Kochis brought to discussion the manhole cover, which goes to the power distribution lines for the airport. It was damaged, likely when someone hit it with a mower. Mr. Kochis brought to discussion the previous building which was located near the damaged manhole where gophers and groundhogs have dug, so the area cannot be mowed. When repairing the manhole, Mr. Kochis wants to fill the holes from the gophers.

Mr. Kochis has asked for 2 quotes. One has been received at this time. He recommended to accept to approve to proceed with a not to exceed more than \$2,500, to repair the manhole and grading based on the lowest quote received.

Approval to give Jon Kochis authority to proceed with the manhole repair with a not to exceed \$2,500 once all quotes are received.

On motion of Michael Kaper and second of Bill McNeer, the Fairfield County Authority Board voted to give Jon Kochis authority to proceed with the manhole repair with a not to exceed \$2,500 once all quotes are received.

Voting aye thereon: Kaper, McNeer, Fagan, Kochis, and Richardson
Absent were: Burns & Szabrak
Motion passed.

Community Relations – Michael Kaper & Rick Szabrak (absent)

Michael Kaper did not have any additional comments but opened the discussion to Don Kuhn from Sundowner Aviation (Airport Management) regarding the complaints from the public regarding the fly-over of crop planes, as previously discussed.

Mr. Kuhn reiterated that only a handful of people had called to inquire or raise concern about the planes but had been advised that the nature of those flights.

Facilities and Grounds – Michael Kaper & Bill Fagan

a. Old Medflight property roof

Bill Fagan stated that he had the roof inspected but found that the roof was no longer leaking.

Mr. Kochis said that he had seen the hole himself. It is assumed that Medflight may have had the roof repaired themselves.

b. Hangar painting estimates

Bill McNeer stated that he has a couple of estimates and had talked to another company for an estimate but as of August 2nd we were still waiting on an additional one.

Mr. Kochis stated that we would like to have 3 quotes and that he would pass along another company's contact to reach out to for a quote. Discussion continued regarding what the best order to paint hangars would be.

Mr. Kochis suggested starting with quotes for J and G hangars. Discussion regarding including the siding, trim, roof and stenciling numbers on the hangars continued.

c. HVAC quotes

Mr. Kochis brought to discussion the 2 quotes for HVAC he has. Pure Comfort and Air Max. Air Max having put in the first system. The work would include putting in a new split system (A/C and Furnace combination) with UV as well as adding the UV air sterilization to the existing unit. Pure Comfort quote being \$8,808.48 and Air Max being \$9,800.

Mr. Kochis expressed that Air Max is proposing a larger unit which Mr. Kochis thinks would be a good option as there has been difficulty in keeping the area cool with the existing unit.

Mr. Kochis suggests leaning towards the quote from Air Max as they put the original unit in. Scott Richardson brought to light that the quote from Air Max is \$1,000 more for a half-ton higher.

Mr. Kuhn stated that another company had come to provide a quote, but Mr. Kochis had not received it at this time, but he will wait a few more days for them to return their estimate.

Mr. Kochis stated that the FAA has funding through the CARES Act and American Rescue Plan \$36,000. We can use this money to reimburse us for the expense.

Mr. Kochis motioned not to exceed \$10,000 for the HVAC work and to go with Air Max, provided the quote they are waiting for isn't significantly less than the two quotes already received.

Approval of not to exceed \$10,000 for the HVAC work, moving forward with Air Max, provided the quote from the third company does not come in significantly lower than the two already in hand.

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 9, 2021

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Authority Board voted to approve not to exceed \$10,000 for the HVAC work, moving forward with Air Max, provided the quote from the third company does not come in significantly lower than the two already in hand.

Voting aye thereon: Kochis, McNeer, Fagan, Kaper, and Richardson
Absent were: Burns & Szabrak
Motion passed

FBO Liaison – Scott Richardson

Scott Richardson had nothing new to add.

Mr. Kochis brought to discussion to circle back to Grounds and Facilities. (See C.)

Finance - Glenn Burns (absent)

a. Financial Reports

The Board reviewed the following financial reports:

- 2021 Budget YTD/2021 Budget Projection
- Purchase Order list
- Smart Card Fuel accounts
- Utility cost report

No discussion or questions from the board.

b. Payment of Bills

- **Approval for payment of bills totaling \$ 48,889.19**

On motion of Bill Fagan and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$ 48,889.19 (See invoice summary attached to minutes)

Discussion: Mr. Kochis noted that Sundowner repaired the fence and has asked for reimbursement.

Voting aye thereon: Fagan, Kochis, Kaper, McNeer, and Richardson
Absent were: Burns and Szabrak
Motion passed.

- **Motion to approve retroactively July payment of invoices totaling \$74,046.85**

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board motioned to approve retroactively July invoices totaling \$74,046.85 (See attached to minutes)

Voting aye thereon: Kochis, Fagan, Kaper, Richardson, and McNeer

Absent were: Burns and Szabrak

Motion passed.

- **Approval to appropriate from unappropriated to establish budget for the remaining CARES Act Grant from the FAA**

On motion of Jon Kochis and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve to appropriate from unappropriated to establish budget for the remaining CARES Act Grant from the FAA. (See attached to minutes)

Discussion: Mr. Kochis stated that this is for the remaining budget from the original CARES Act FAA grant. We have used this money to pay for utilities.

Voting aye thereon: Kochis, Richardson, Kaper, Fagan, and McNeer

Absent were: Burns and Szabrak

Motion passed.

Security & Safety – Jon Kochis & Bill McNeer

Mr. McNeer and Mr. Kochis - Nothing to report.

Tenant Relations – Glenn Burns (absent) & Bill Fagan

a. **Rent Status Spreadsheet**

The board reviewed the spreadsheet and summary.

b. **P20 tenant – eviction process**

Mr. Kochis stated that tenant paid a partial payment but hasn't made any effort to settle the remaining balance and that the prosecutor is moving forward with the eviction process.

Mr. Kochis stated that he thinks after 30 days without payment, the airport can lock the tenant out of the unit.

Web – Bill McNeer & Rick Szabrak (absent)

Bill McNeer stated that Rick Szabrak had done some moving around of items on the website but had nothing further to add. He thinks it looks a lot better.

Mr. Kuhn (Sundowner Aviation) brought to discussion the signage by the gate stating "Unlawful Entry" needs replaced as it is faded and difficult to read.

Jon Kochis will take care of that sign.

Old Business

a. Snow Removal Equipment (SRE) Facility

Jon Kochis has a meeting in 2 weeks to go over the SRE and SWAT garage, then it will go to the Sheriff for approval. He anticipates the public bid will go out in August, award in September and built in December.

b. HAS equipment storage

Mr. Kochis stated that it follows the SRE.

c. Hangar waiting list policy

Reference to previous discussion regarding the list and no further discussion was had.

d. Draft Lease for hangars

Mr. Kochis stated that the new lease draft was completed, that new sections which have been added are in red (see attached) and it has been through the prosecutor's office and approved. New leases will now state: 30 days after notice, without payment, tenant forfeits possession of premises. No eviction proceedings will be necessary.

Mr. Kochis stated the new lease will go to Sundowner and be posted online.

Approval and accept the new lease draft as the official lease moving forward.

On motion from Jon Kochis and second from Bill McNeer, the Fairfield County Airport Authority Board voted to approve and accept the new lease draft as the official lease moving forward.

Discussion: Mr. McNeer gave thanks to the Ohio Aviation Association (OAA) for the verbiage.

Voting aye thereon: Kochis, McNeer, Kaper, Fagan, and Richardson

Absent were: Burns and Szabrak

Motion passed.

e. Metal building for fuel truck

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 9, 2021**

Jon Kochis has asked for 2 quotes and has been attempting to get a third quote. He has had some difficulty with getting replies and will continue to look for quotes.

New Business

No new business.

Informational

- a. GAO Report on Airport Fuel Service
- b. Invitation from the Board of Commissioners – Amstutz Patriotic Mural dedication on Tuesday, August 17 at 10:30 a.m.

Calendar of upcoming events and other important dates

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

- a. Meeting with Board of Commissioners, Tuesday, August 19, 2021 at 11:00 a.m. relating to Economic Development and the Master Plan at the Airport.
- b. OAA Conference the week of August 23 (Bill McNeer plans to attend)
- c. CMT Master agreement expires 9/9/2021 (option to extend 3 one-year extensions)
- d. FBO Agreement expires 12/31/2021
Mr. Kochis will brief Mr. Richardson on the process to bid the FBO services.
- e. Legal Services agreement with County Prosecutor expires 12/31/2021
- f. FAA lease for space expires 9/30/2022
- g. HAS mowing and snow removal contract expires on 9/30/2022
- h. Lease with Board of Commissioners to operate facilities expires on 11/16/2022
- i. Hangar J Lease agreement expires 12/31/22
- j. Insurance Coverage lock in rates expire 12/31/22
- k. Noxious Weed Control Agreement with Douglas Majors – expires 12/31/23

Other

Adjournment

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 6:55 p.m.

Special Meeting is scheduled for Monday, September 13, 2021 at 5:00 p.m. to discuss strategic planning for the Master Plan

Next Regular Meeting is Monday, September 13, 2021 at 6:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 9, 2021

Meeting minutes for the August 9, 2021 meeting were approved on September 13, 2021

Aye

Glenn Burns

Aye

Bill Fagan

Absent

Rick Szabrak

Aye

Jon Kochis

Aye

Michael Kaper

Absent

William McNeer

Aye

Scott Richardson

Staci A. Knisley

Staci A. Knisley, Airport Clerk

Monthly Board Report 2020

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR	7/1/72	72/72	72/72	72/72	69/72	72/72	72/72	72/72	72/72	72/72	72/72	72/72
OCCUPANCY		12 people on waiting list										
R HANGAR	6 of 6	6 of 6	6 Of 6	6Of6	6 of 6	6of6	6of6	6of6	6of6	6of6	6 of 6	7 of 6
OCCUPANCY		2 people on waiting list										
NEW LEASES	1	1	1	1	2	2	1	0	0	1	0	0
OVERNIGHT	0	0	0	0	0	0	0	0	0	0	0	0
FUEL SALES	2509	2612	2753.98	3544.5	4875.6	5760	6923	6618	5889	4708	4374	2655.18
100LL												
FUEL SALES	620	172.4	298	616.2	500	7152	1441	2362	4097	3000	1174	1601.4
JET A												
# OPERATIONS	2000	2100	2200	3000	4000	5000	6100	6000	5600	5000	1500	1800
HANGAR	0	0	0	0	0	0	0	0	0	0	3	0
ISSUES												
PUBLIC	0	0	0	0	0	0	0	0	0	0	0	0
COMMENTS												
FAA	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
INCIDENTS												

Monthly Board Report 2021

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR	72/72	72/72	72/72	72/72	72/72	72/72	72/72					
OCCUPANCY	12 Waiting		22 Waiting	32 waiting	26 waiting	26 waiting	26 waiting					
R HANGAR	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6					
OCCUPANCY	4 Waiting			6 waiting	6 wait	6	6					
NEW LEASES	0	0	0	0	0	0	0					
OVERNIGHT	0	0	0	0	0	0	0					
FUEL SALES	2395.02	1739	5221	4566	4975.5	5613.99	6511.22					
100LL	\$ 10,131.84	\$ 7,179.00	\$ 22,684.40	\$ 24,225.65	\$ 26,432.20	\$ 29,723.39	35064.93					
FUEL SALES	1265.9	177	273.5	611.5	1044.1	2181	907					
JET A	\$ 4,064.10	\$ 687.69	\$ 882.00	\$ 1,975.16	\$ 3,372.43	\$ 7,044.63	4071.5					
# OPERATIONS	1800	1000	2700	3060	3200	3820						
HANGAR	0	1 elec	1 Motor	0	0	0						
ISSUES			transmission									
PUBLIC	0	0	0	0	0	0	0					0
COMMENTS												
FAA	NONE	NONE	NONE	NONE	NONE	NONE	NONE					
INCIDENTS												

53222.26
23034.00

Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$954.91	n/a	July fuel fees	7/1-7/31/21
Sundowner Aviation	\$1,874.10	n/a	July rent fees	7/1-7/31/21
Crawford Murphy Tilly	\$4,180.00	0215902	design phase engineering services - Improve Airfield Drainage Project	5/29-7/2/21
Crawford Murphy Tilly	\$34,818.27	0215883	planning and engineering services for the Master Plan and ALP	5/29-7/2/21
Crawford Murphy Tilly	\$6,845.00	0215901	design phase Rehabilitate Taxiway B project	5/29-7/2/21
Sundowner Aviation	\$216.91	n/a	reimb for expenses	6/10-8/3/21
Total Invoices for 08.9.21 Board Meeting	\$48,889.19			

FR2021-08.09.I

A resolution to authorize to appropriate from unappropriated to establish budget for the remaining 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 balance remaining is \$5,268.03; and

WHEREAS, appropriate from unappropriated will allow proper classification of major expenditure object category for contractual services for the CARES Act Grant Fund# 7802; and

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

Section 1. Appropriate from unappropriated funds as follows in major expenditure object categories:

Contractual Services \$5,268.03 Org# 80780200

Motion by: Jon Kochis

Seconded by: Scott Richardson

Ayes: Kochis, Richardson, Kaper, McNeer, and Fagan

Nays: None

Abstentions: None

Absent: Szabrak & Burns

Resolution passed on August 9, 2021



Staci A. Knisley, Clerk/Secretary

For Auditor's Office Use Only:

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

80780200 541001 Electric/Utilities \$5,268.03

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2021 07

JOURNAL DETAIL 2021 7 TO 2021 7

ACCOUNTS FOR: ORIGINAL REVISED YTD EXPENDED MTD EXPENDED ENCUMBRANCES AVAILABLE PCT
 7800 AIRPORT OPERATIONS APPROP BUDGET BUDGET BUDGET BUDGET BUDGET USED

80780000 AIRPORT OPERATIONS

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80780000 530000 CONTRACTUAL SERVIC	157,500	168,924	91,172.52	12,936.15	69,213.47	8,538.00	94.9%
2021/07/000322 07/12/2021 API	85.00 VND	001281 PO 21000616	PORTA KLEEN	6/25-7/22	rental for portable	5334067	
2021/07/000322 07/12/2021 API	36.30 VND	012572 PO 21000810	LEWELLENS SERVICES I	7/9/21	drinking water services	5334146	
2021/07/000730 07/19/2021 API	82.85 VND	012572 PO 21000810	LEWELLENS SERVICES I	7/9/21	drinking water services	5334663	
2021/07/000730 07/19/2021 API	318.06 VND	003668 PO 21000680	LOCAL WASTE SERVICE	7/1-7/31/2021	Local Waste Serv	5334597	
2021/07/000730 07/19/2021 API	952.83 VND	005790 PO 21000720	OHIO DEPT OF TAXATIO	6/1/21-6/30/21	Sales tax for f	5334619	
2021/07/000730 07/19/2021 API	2,500.00 VND	005552 PO 21004515	HISTORICAL AIRCRAFT	6/14/21	Spring weed control Ap	5334616	
2021/07/000730 07/19/2021 API	2,570.11 VND	007099 PO 21000924	SUNDOWNER AVIATION L	JUNE 2021	10% of hangar rent &	5334637	
2021/07/001071 07/26/2021 API	110.00 VND	001671 PO 21000636	OHIO AVIATION ASSN	AUGUST 2021	conference registratio	5335023	
2021/07/001072 07/26/2021 API	2,000.00 VND	005552 PO 21000718	HISTORICAL AIRCRAFT	AUGUST 2021	snow plowing and m	5335066	
2021/07/001072 07/26/2021 API	4,281.00 VND	007099 PO 21000747	SUNDOWNER AVIATION L	AUGUST 2021	airport manager	5335073	
80780000 541001 ELECTRIC/UTILITIES	15,000	14,100	2,422.51	307.18	11,677.49	.00	100.0%
2021/07/000730 07/19/2021 API	101.10 VND	023650 PO 21000842	FAIRFIELD CO UTILITI	3383	OLD COLUMBUS RD - 5/28-6/	5334717	
2021/07/000730 07/19/2021 API	101.10 VND	023650 PO 21000842	FAIRFIELD CO UTILITI	3430	OLD COLUMBUS RD - 5/28-6/	5334718	
2021/07/001071 07/26/2021 API	52.49 VND	003823 PO 21000687	NORTHEAST OHIO NATUR	3430	OLD COLUMBUS RD - 6/7-7/8	5335043	
2021/07/001071 07/26/2021 API	52.49 VND	003823 PO 21000687	NORTHEAST OHIO NATUR	3383	OLD COLUMBUS RD - 6/7-7/8	5335043	
80780000 543000 REPAIR AND MAINTEN	10,000	64,103	5,431.94	1,461.82	36,846.47	21,824.94	66.0%
2021/07/000730 07/19/2021 API	360.00 VND	004476 PO 21000697	PRECISION OVERHEAD D	hangar p8	service on doors/rep	5334606	
2021/07/000730 07/19/2021 API	1,098.82 VND	014612 PO 21004520	AG-PRO OHIO, LLC	6/28	equipment repairs/service for	5334679	
2021/07/001071 07/26/2021 API	1.55 VND	014612 PO 21004520	AG-PRO OHIO, LLC	7/1	equipment repairs/service	5335104	
2021/07/001071 07/26/2021 API	1.45 VND	014612 PO 21004520	AG-PRO OHIO, LLC	7/1	equipment repairs/service	5335104	
80780000 553000 COMMUNICATIONS/TEL	2,100	2,100	1,588.75	176.40	511.25	.00	100.0%
2021/07/000067 07/06/2021 API	176.40 VND	074480 PO 21000863	A T & T INC	5/20-6/19	Monthly phone servic	5333873	
80780000 554000 ADVERTISING	2,000	2,000	281.48	.00	1,518.52	200.00	90.0%
80780000 558000 TRAVEL REIMBURSEME	200	200	56.90	56.90	143.10	.00	100.0%
2021/07/001009 07/21/2021 GEN	56.90 REF	EXPADJ					
80780000 560000 MATERIALS & SUPPLI	15,000	15,059	4,722.39	.00	7,728.33	2,608.38	82.7%

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2021 07

JOURNAL DETAIL 2021 7 TO 2021 7

ACCOUNTS FOR: 7800 AIRPORT OPERATIONS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80780000 561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000 562600 FUEL (GASOLINE/DIE	250,000	250,000	158,615.35	59,108.40	91,384.65	.00	100.0%
2021/07/000066 07/06/2021 API	37,676.97	VMD 005545 PO 21000717 PURVIS BROTHERS INC FUEL 6/18/2021					5333837
2021/07/000322 07/12/2021 API	21,431.43	VMD 005545 PO 21000717 PURVIS BROTHERS INC FUEL 6/29/21 fuel purchases for air					5334113
80780000 570000 CAPITAL OUTLAY	10,000	10,000	.00	.00	.00	10,000.00	.0%
80780000 574000 EQUIPMENT, SOFTWARE	1,000	16,086	15,086.00	.00	.00	1,000.00	93.8%
80780000 590310 REFUNDS OF HANGAR	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL AIRPORT OPERATIONS	466,300	546,072	279,377.84	74,046.85	219,123.28	47,571.32	91.3%
TOTAL AIRPORT OPERATIONS	466,300	546,072	279,377.84	74,046.85	219,123.28	47,571.32	91.3%
TOTAL EXPENSES	466,300	546,072	279,377.84	74,046.85	219,123.28	47,571.32	

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2021 07

JOURNAL DETAIL 2021 7 TO 2021 7

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	466,300	546,072	279,377.84	<u>74,046.85</u>	219,123.28	47,571.32	91.3%
** END OF REPORT - Generated by Emy]ee Noel] Guss]er **							

FR2021-08.09.I

A resolution to authorize to appropriate from unappropriated to establish budget for the remaining 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 balance remaining is \$5,268.03; and

WHEREAS, appropriate from unappropriated will allow proper classification of major expenditure object category for contractual services for the CARES Act Grant Fund# 7802; and

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

Section 1. Appropriate from unappropriated funds as follows in major expenditure object categories:

Contractual Services \$5,268.03 Org# 80780200

Motion by: Jon Kochis

Seconded by: Scott Richardson

Ayes: Kochis, Richardson, Kaper, McNeer, and Fagan

Nays: None

Abstentions: None

Absent: Szabrak & Burns

Resolution passed on August 9, 2021



Staci A. Knisley, Clerk/Secretary

For Auditor's Office Use Only:

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

80780200 541001 Electric/Utilities \$5,268.03

T-Hangar Bay Lease Agreement

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road NW, Carroll, Ohio 43112, hereinafter referred to as “Lessor “and

NAME(S)

STREET ADDRESS

CITY, STATE, ZIP CODE

PHONE NUMBER(S)

e-mail address

FAA Registered “N” Number(s) of aircraft(s) stored in hangar.
(Lessee shall notify Lessor of any changes in “N” Number)

hereinafter referred to as “Lessee,” WITNESSETH:

I. LEASED PREMISES

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor Hangar Unit Number _____ (Leased Premises) located at the Fairfield County Airport, 3430 Old Columbus Road NW, Carroll, Ohio 43112.

b. Lessee shall use the hangar exclusively for the storage of aircraft and aviation related items as needed for the use of the hangar space. No non-aviation items shall be kept, stored or maintained in the hangar without the consent of Lessor.

II. TERM

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for one

year commencing on _____ and ending on _____. In the event Lessee holds over after the termination of this Lease, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

III. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the leased premises the sum of _____ per month through December 31 of the year of this Lease and then effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than thirty (30) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall promptly remove the aircraft and all other items located in the leased hangar. If Lessee fails to comply with the aforementioned notice within five (5) days from date of the notice, Lessor shall cause all contents in the leased hangar, including any aircraft to be removed at Lessee's expense.

c. Lessee shall pay Lessor a security deposit equal to one month's rent upon execution of this agreement.

IV. COVENANTS OF LESSEE

Lessee agrees as follows:

a. To make no alterations to the Leased Premises without written consent of the Lessor. All fixtures installed or additions and improvements made to the Hangar Space shall, upon completion of such additions and improvements, become Lessor's property and shall remain in the Hangar Space at the termination of the agreement, however terminated, without compensation or payment to Lessee.

b. To repay the Lessor the cost of repairs made necessary by Lessee's negligent or

careless use of the Leased Premises.

c. To surrender the Leased Premises at the termination of this Lease in as good condition as when first occupied, reasonable wear and tear excepted.

d. To lock and prime all door operating mechanisms according to the posted instructions. Damage which is caused by Lessee's failure to comply with posted instructions shall be repaired at Lessee's expense.

e. To lock the Leased Premises at all times when not in use by Lessee. The only locking device to be used on the door shall be the one furnished by the Lessor. The Lessor will retain a key for each lock and shall be authorized to enter at any time for emergencies or inspections. The Lessor may remove any unauthorized locks.

f. Not to perform any aircraft maintenance of any type which requires the services of a licensed aircraft mechanic or technician within the Leased Premises or within the Hangar area. Unless otherwise prohibited herein, the only maintenance which will be authorized is that which is within the scope of the aircraft owner as per FAR #43 and does not require the use of any volatile substance. Further, no maintenance shall be conducted on the ramp, taxi-ways or adjacent areas.

g. To pay any penalties or fines that are assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.

h. To maintain the Leased Premises at all times in neat and clean condition. Restrain from piling boxes, drums or similar items on the outside of the Leased Premises and keep trash and waste oil in covered receptacles outside of public view.

i. To comply with the **Minimum Standards For Aeronautical Activities**, as adopted by the Fairfield County Airport Authority on December 8, 2014, and any amendments thereafter made. A copy of said standards is available for inspection in the office of the Fixed Base Operator and on the Fairfield County Airport Authority Website.

j. Painting of aircraft or other vehicles in the leased Hangar is permitted if in compliance with all OSHA and EPA requirements, rules and regulations.

k. No welding—gas or electric—in leased Hangars.

l. No fuel, flammable liquids or other hazardous materials as defined by the Ohio State EPA shall be stored or kept on the leased premises except not more than eighty gallons of fuel will be permitted, provided it is stored in not larger than ten gallon safety containers of a type approved by the Underwriters Laboratories. All containers shall be stored at least two feet above the floor level of the hangar.

m. No aircraft engine operation is permitted in the Hangar for any reason.

n. No aircraft engine operation is permitted which would send/blow propwash into any open Hangar or other hangar.

o. Lessee shall maintain a fire extinguisher as provided by the Lessor in the leased Hangar. The fire extinguisher will be properly maintained by Lessee in fully charged condition (type ABC required).

p. Interior lights shall not be left on when the Lessee is not in or around the hangar bay.

Excessive electrical consumption may result in a monthly surcharge.

q. The use of an electric block heater is permitted.

r. No unattended space heaters of any nature are permitted to be used in the Hangar.

s. Hangar doors will be secured in the closed position at all times the Lessee is not in the Hangar, or not in the immediate area.

t. All operation of the electric bi-fold doors will be done by the operator positioned at the electric control box during the entire time the door is being moved in either direction. Positively no tampering with the electric door controls. Any attempt by the Lessee or his/her representatives to violate this rule will terminate the Hangar rental agreement at the option of Lessor.

u. No unattended private automobiles or other vehicles are permitted to be parked on the ramp.

v. No business activity relating to aircraft operations for hire will be permitted from the Hangars at Fairfield County Airport unless/until proper legal contracts--including liability insurance--have been negotiated, approved and entered into with the Lessor including, but not limited to: crop dusting, crop spraying, aerial seeding, charter operations, sight-seeing, aircraft, engine electronic maintenance and overhaul, sales, flight instruction, banner towing, parachute jumping, sky writing, aerial contests and air shows.

V. RIGHT OF INSPECTION

a. Lessor shall have the right to enter the premises at any time for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Leased Premises.

VI. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this contract; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature, arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. The Lessee shall maintain at least the minimum insurance coverage as listed in Section III of the Fairfield County Airport's (KLHQ) Minimum Standards for Aeronautical Activities.

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

d. Lessee will indemnify, hold harmless, and waive subrogating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

VII. ACKNOWLEDGEMENT OF FLOOD PLAIN AREA

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

b. No items shall be stored in the hangar below 852 feet MSL.

VIII. RIGHT OF TERMINATION

a. Except as provided in Paragraph III herein, either party may terminate this Agreement with thirty (30) days prior written notice. Rent shall not be prorated within the month of termination. If Lessee terminates this Agreement before expiration of the initial term there shall be no refund of the security deposit.

b. If the Leased Premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this Lease.

IX. MOVING OUT

a. Lessee will thoroughly clean the Leased Premises prior to delivering possession of the Leased Premises to Lessor. Lessee will contact the Airport Manager to schedule a move-out inspection. Upon move-out, Lessee shall return all keys of the Leased Premises to the Airport Manager. Any cleanup costs or repair costs incurred by Lessor due to Lessee's occupancy will be deducted from the Security Deposit. A check for the remainder of the security deposit or an Invoice if said costs exceed the Security Deposit will be mailed to the Lessee within sixty (60) days of move out. Tenant's failure to notify the Airport Manager or the Lessor that the hangar bay is vacated may result in the partial or complete loss of the tenants' security deposit.

X - DEFAULT AND SURRENDER OF PREMISES

a. If Lessee shall fail to pay the Rent or any other charges due hereunder within five (5) days after written notice from Lessor that the same is due and unpaid; or if Lessee shall fail to observe or perform any of the terms, covenants or conditions of this Agreement to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice from Lessor thereof, then in any of such cases Lessor may at its option, without notice to Lessee, terminate this Agreement, and upon the termination of this Agreement, Lessee shall surrender possession of the Hangar Space to Lessor and remove therefrom all of said property and Aircraft, and if such possession be not immediately surrendered, Lessor may immediately enter said Hangar Space and remove all property therefrom, using such force as may be necessary without being deemed guilty of trespass or breach of peace or forcible entry and detainer and Lessee expressly waives the service of any notice of intention to reenter or the

Approved on September 13th, 2021

institution of legal proceeding to that end. The receipt of money by the Lessor from Lessee after termination of this Agreement or after the giving of any notice by Lessor shall not reinstate, continue or extend the term of this Agreement or affect any notice given to Lessee prior to the receipt of such payment, and it is agreed that after service of notice or commencement of suit, or after judgment for possession, Lessor may receive rent due and the payment thereof shall not waive or affect said notice, suit or judgment.

XI. SUBLETTING

- a. Lessee shall not at any time assign, sell, convey, or sublet this Lease or any part of it.

XII. NOTICE

a. All notices and requests required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

XIII. PARAGRAPH HEADINGS

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

XIV. GOVERNING LAW

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

XV. WAIVER

a. Either party's failure to enforce any provision of this agreement against the other

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party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

XVI. SEVERABILITY

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

XVII. ENTIRE AGREEMENT

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

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

Date

Lessee

Date

Lessee

Fairfield County Airport Authority

By:

Date

Its authorized Agent, Lessor

Please mail all lease payments to:
Fairfield County Commissioners
210 E. Main St. Room 301
Lancaster, OH 43130

Please include hangar number in memo on check.