

Regular Meeting to order

Glenn Burns called the Regular Meeting to order at 5:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Jon Kochis, Michael Kaper, Bill Fagan, and John Smith. Absent were: Scott Richardson and Tom Brennan.

Also present were Staci Knisley, Ian Coil, Al Moyer, Craig Weaver, and Ed Biehl.

Opportunity for the Public to Address the Board

Mr. Craig Weaver, a tenant at the Airport who is also on the mowing and snow removal crew for Airport asked who was responsible for the punch listing of projects at the Airport. There are utility shut off valves that are not flush with the ground and are not backfilled properly. This is a hazard to mow especially around the terminal. It is a tripping hazard. He asked what the Board would do to make the contractors responsible for making sure they are level.

Mr. Kochis stated that to get immediate remediation you must let the ground settle before filling the dirt. There is no facility staff onsite, but we do work with the contractor to make sure the current projects are completed. Final grading will come soon near the pump station.

Mr. Weaver alerted the Board that there is a trailer on the right of way to the taxiway between Hangar Row Q & R that has been there for a month.

Mr. Coil will follow-up with the trailer and ask for it to be removed.

Mr. Weaver also asked about Runway 10 at the east end. He stated he feels that the elevation change could lead to a fatal crash.

Mr. Kochis stated that this was addressed at the last meeting. There was an estimate of \$60,000 to get it filled in with gravel which only changes the visual. The Board agreed not to fill it in at this time due to the fact that it was designed at FAA standards and design of the Runway Protection Zone. Our Engineering firm, CMT, also reviewed and found that there is no liability. The FAA already paid for us to change the topography to the initial protection area. To level it off even further, there would be three (3) natural gas pipelines to relocate utilities and dump gravel. Updating this again is not high enough priority for the FAA for grant dollars.

Dr. Burns stated that Runway 10 on the east end is not ideal for landing, but it is FAA approved by their standards.

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 11, 2025**

Mr. Coil stated that before the runway there was a gradual slope but now it goes down from the runway. The landing is an abrupt change at the end.

Mr. Weaver asked the Board if the FAA is aware of the sudden stop issue after adjusting the glide slope. It has created an overrun issue.

Mr. Kochis stated that it is outside the runway protection area and is below the height of the slope according to the FAA standards and is approved. He understands the pilot's visual perception. To change it to where it is perfectly flat will be expensive and is not covered by FAA funds.

Mr. Kochis stated that we could still fill it in with dirt, but it will create a new drainage problem.

Mr. Weaver thanked the Board for listening to his concerns.

Approval of the Minutes for July 14, 2025 Meeting

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the July 14, 2025, meeting.

Voting aye thereon: Kochis, Kaper, Burns, Fagan, and Smith.

Absent were: Scott Richardson and Tom Brennan.

Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer reported that the Airport's 5510 tractor is having some problems with temperature gage. There was just a repair for \$4,200 on this tractor. It is possible that the panel in the cage will need to be replaced eventually. We have tested it ourselves with a light gun and the temperature is in operating range. It could be \$400-\$500. We feel that it is safe,

Mr. Coil stated that the gage is pretty consistent and if it starts to overheat it will read higher than used to, but it is still within the safe range.

Dr. Burns asked Mr. Moyer to get an estimate of the replacement for the next meeting.

Mr. Moyer will bring an estimate to the September meeting.

Fixed Base Operator (FBO)/Airport Management update with Sundowner Aviation – Monthly Board Report

a. Monthly Report

Mr. Coil presented the FBO Monthly report with the board; see attached to minutes.

Mr. Coil reported that there are two (2) new tenants with leases. One (1) more hangar will be open soon. He will go down the waiting list for the next tenant.

Mr. Coil reported that he followed up on an tenant email that Ms. Knisley forwarded regarding gravel in near the Hangar O row. It seems to be contained now. It all washed away. He asked Mr. Kochis if Facilities had some equipment to remove the rest of it.

Mr. Kochis will follow up and get back with Mr. Coil.

Mr. Coil reported that the fuel truck needs some repairs. The clutch is going bad and the exhaust needs fixed. It is still running but it is very loud.

Mr. Coil asked the Board if the weed spraying contractor could come earlier every summer. He said last year's spray did not work.

Mr. Kochis stated that there is an agreement proposed on the agenda tonight for a three (3) year term. He stated that there is a certain time of season that is best.

Airport Improvement – Jon Kochis & Tom Brennan (absent)

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

Mr. Kochis reviewed the Engineer's Summary report; see attached to minutes.

b. Storm Water

- Jetting out Stormwater south of new hangars

Mr. Kochis reported he contacted CPR and is waiting for a response. He has reviewed the creek area and the manhole. He does not feel the manhole gives too many problems. The drainage empties out in the creek 300-400 yards downstream.

The Hangar O flooding drains into the south end of each hangar and then empties out in the back where R goes. He does not believe the overgrown vegetation held the water back. The systems are only built for tolerance not torrential rain.

c. Hangar Construction update

Mr. Kochis reported that completion is still on track for October or November for the C Hangars.

Community Relations – Michael Kaper

Nothing new to report.

Facilities and Grounds – Bill Fagan & Michael Kaper

a. Painting Hangar Row Q

Mr. Fagan reported that in a couple of weeks the painting should begin.

Mr. Coil stated that the contractor will give him a week notice. He will put letters in the tenant's mailboxes.

Fixed Base Operator (FBO) Liaison – Scott Richardson (absent)

None.

Finance - Glenn Burns & Staci Knisley

a. Financial Reports

The Board reviewed the following financial reports:

- Revenue/Expense Summary
- Cash Projection
- Purchase Order list
- Utility cost report
- Smart Card

b. Payment of Bills

Motion to approve retroactively July payment of invoices totaling \$16,240.06

On motion of Jon Kochis and second of John Smith, the Fairfield County Airport Authority Board motioned to approve retroactively July invoices totaling \$16,240.06; see attached to minutes.

Voting aye thereon: Kochis, Smith, Burns, Fagan, and Kaper.

Absent were: Scott Richardson and Tom Brennan.

Motion passed.

Security & Safety – Jon Kochis & John Smith

Mr. Smith reported that security foreign object damage (FOD) issues have been addressed prior to the meeting.

Tenant Relations – Glenn Burns & Bill Fagan

The board reviewed the following reports and other items:

- Rent Status Spreadsheet
- Hangar Waiting List

Web – Tom Brennan (absent)

None.

Old Business

- a. AEP Ohio Baltimore Transmission Line Reconstruction

Mr. Kochis reported that ODOT Office of Aviation sent a letter to the Ohio Power Siting Board to reconsider their decision.

- b. Hangar C Lease Agreement

Mr. Kochis recommended the Board approve the new C Hangar lease. It is a standard lease but specific for the C hangars. There are some sections removed related to fuel storage. The tenant still does have to follow state and federal laws related to fuel storage. He highlighted the section related to not allowing an engine to run in the hangar.

Approval of Hangar C Lease Agreement

On motion of Jon Kochis and Michael Kaper the Fairfield County Airport Authority Board voted to approve the Hangar C Lease Agreement; see attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, Fagan, and Smith.

Absent were: Scott Richardson and Tom Brennan.

Motion passed.

- c. Land Lease Agreement with Board of Commissioners

Mr. Kochis asked the Board to review the land lease agreement proposed to the Board of Commissioners. It has been approved by the County Prosecutor. The airport will collect the rent on the new hangars and

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 11, 2025**

will still operate the facilities. The Airport will pay the annual payment of \$191,500. The lease is a five (5) year lease with automatic renewals. The lease will not exceed 30 years.

Approval of Land Lease Agreement with Fairfield County Board of Commissioners

On motion of Michael Kaper and Bill Fagan, the Fairfield County Airport Authority Board voted to approve the land lease agreement with the Fairfield County Board of Commissioners; see attached to minutes.

Voting aye thereon: Kaper, Fagan, Burns, Smith, and Kochis.

Absent were: Scott Richardson and Tom Brennan.

Motion passed.

New Business

a. **Request for Proposals (RFP) for Fixed Based Operation and Airport Management**

Mr. Kochis reviewed the RFP. The intent to bid on proposals is due October 1st. The actual proposals are due on October 6th. The scoring of the proposals can be completed before the October 13th meeting and awarded during the meeting. Contract negotiations can start after the award and approval of contract is set to be approved on December 13th for a beginning date of January 1, 2026.

Mr. Kochis intends to advertise for the RFP next week.

b. **Vegetation Management Services Agreement**

Mr. Kochis recommends the agreement for vegetation and weed control be approved today. This service is for fences, inside the waterway, and other spots HAS has pointed out. The next part is for the county engineer to help take care of the north and main drainage ditch. He has asked the Engineer for an update.

Approval of three (3) year agreement for vegetation management service with Noxious Vegetation Control, Inc. for \$2,525 annually

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the three (3) year agreement for vegetation management service with Noxious Vegetation Control, Inc. for 2,525 annually; see attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, Smith, and Fagan.

Absent were: Scott Richardson and Tom Brennan.

Motion passed.

Informational

The Board reviewed the following informational items.

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for August 11, 2025

- Consumer Notice of Tap Water Result

Calendar of upcoming events and other important dates

The Board reviewed the calendar for upcoming events and other important dates; see attached to minutes.

Adjournment

On motion of John Smith and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 5:52 p.m.

Next Regular Meeting is Monday, September 8, 2025, at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Meeting minutes for August 11, 2025, meeting was approved on September 8, 2025.

Absent

Glenn Burns

Aye

Bill Fagan

Aye

Tom Brennan

Aye

Jon Kochis

Aye

Michael Kaper

Aye

John S. Smith

Aye

Scott Richardson

Staci A. Knisley

Staci A. Knisley, Airport Clerk

Board Report June 2025

[illegible]

**Fairfield County Airport Authority
Board Meeting, August 11, 2025**

Engineer's Summary Report

1. FY 21 FAA AIP Grants
Master Plan – Closeout revisions to FAA, waiting final approval.
2. FY 23 FAA AIP Grant - Master Drainage Report
CMT submitted grant closeout.
3. OH FY 22 State grant – Obstruction Removal (East).
 - a. East End - Phase 2 – On hold, check up every few months.
4. OH FY 24 State grant – Runway 28 RSA Clearing
 - a. Removal of Election House Road and RSA grading, project complete. Grant closeout drafted.
 - b. AGIS submission of obstacle clearance submitted to FAA for review.
5. FY 24 FAA AIP Grant – Runway 10/28 Crackseal
 - a. Work completed. Final inspection and aerial survey complete.
 - b. Closeout documentation underway submitted to FAA.
6. FY 24 FAA AIP Grant – Apron and Taxiway Rehab/Hangar Development (County funded)
 - a. Setterlin work on steel structure is finishing up, working towards pavement sitework and asphalt paving in August.
7. FY 26 FAA – Pending Project North side development environmental
 - a. CMT has submitted the financial plan for north apron and taxiway. FAA response has pushed environmental grant to FY26.
 - b. FAA will require consultant solicitation prior to grant funding.
8. Action Items:
 - a. Status on consultant selection from environmental services.

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2025 07

JOURNAL DETAIL 2025 7 TO 2025 7

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

80780000 AIRPORT OPERATIONS

80780000 530000 CONTRACTUAL SERVIC	175,000	182,248	100,405.30	3,504.13	79,024.60	2,818.00	98.5%
2025/07/000568 07/14/2025 API	2,604.59 VND	005790 PO 29	25002497 OHIO DEPT OF TAXATIO	fuel sales tax 6/1-6/30/25			5431493
2025/07/000993 07/21/2025 API	472.34 VND	003668 PO 29	LOCAL WASTE SERVICE	TRASH DISPOSAL @ AIRPORT 7/202			5431969
2025/07/001417 07/28/2025 API	9.95 VND	016659 PO 95	SUNRUSH WATER	DRINKING WATER SERVICES 7/2025			5432554
2025/07/001417 07/28/2025 API	51.70 VND	016659 PO 95	SUNRUSH WATER	5/27/25 DRINKING WATER SERVICE			5432555
2025/07/001417 07/28/2025 API	53.25 VND	016659 PO 95	SUNRUSH WATER	SUPPLIES FOR WATER DRINKING WA			5432556
2025/07/001417 07/28/2025 API	68.60 VND	016659 PO 95	SUNRUSH WATER	SUPPLIES FOR DRINKING WATER 6/			5432557
2025/07/001417 07/28/2025 API	43.70 VND	016659 PO 95	SUNRUSH WATER	SUPPLIES FOR DRINKING WATER 7/			5432558
2025/07/001417 07/28/2025 API	200.00 VND	001281 PO 5	PORTA KLEEN	RENTAL OF PORTABLE TOILET 7/18			5432462
80780000 541001 ELECTRIC/UTILITIES	30,000	31,841	14,062.20	2,025.15	12,778.52	5,000.00	84.3%
2025/07/000172 07/07/2025 API	60.32 VND	003823 PO 33	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 5/19-6/18			5430960
2025/07/000172 07/07/2025 API	57.14 VND	003823 PO 33	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 5/16-6/17			5430961
2025/07/000172 07/07/2025 API	63.48 VND	003823 PO 33	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 5/19-6/17			5430962
2025/07/000568 07/14/2025 API	104.13 VND	023650 PO 110	FAIRFIELD CO UTILITI	3383 OLD COLUMBUS RD 6/30-6/30			5431560
2025/07/000993 07/21/2025 API	142.03 VND	001373 PO 7	FAIRFIELD CO UTILITI	3430 OLD COLUMBUS RD 6/3-6/27			5431561
2025/07/000993 07/21/2025 API	470.11 VND	001373 PO 7	SOUTH CENTRAL POWER	MOPED ASOS 6/9-7/9/2025			5431944
2025/07/000993 07/21/2025 API	89.01 VND	001373 PO 7	SOUTH CENTRAL POWER	TERMINAL 2 6/9-7/9/25			5431945
2025/07/000993 07/21/2025 API	81.95 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR F 6/9-7/9/25			5431946
2025/07/000993 07/21/2025 API	100.26 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR O 6/9-7/9/25			5431947
2025/07/000993 07/21/2025 API	108.34 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR P 6/9-7/9/25			5431948
2025/07/000993 07/21/2025 API	145.43 VND	001373 PO 7	SOUTH CENTRAL POWER	3383 COLUMBUS LANCASTER RD 6/9			5431949
2025/07/000993 07/21/2025 API	147.46 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR Q 6/9-7/9/25			5431950
2025/07/000993 07/21/2025 API	351.36 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR G 6/9-7/9			5431951
80780000 543000 REPAIR AND MAINTEN	70,000	94,892	23,379.81	.00	64,301.18	7,211.00	92.4%
80780000 553000 COMMUNICATIONS/TEL	2,100	2,464	1,324.37	161.49	1,139.94	.00	100.0%
2025/07/000172 07/07/2025 API	161.49 VND	074480 PO 122	A T & T INC	telecom/monthly phone services			5431031
80780000 554000 ADVERTISING	2,000	2,000	.00	.00	900.00	1,100.00	45.0%
80780000 558000 TRAVEL REIMBURSEME	200	200	53.90	53.90	96.10	50.00	75.0%
2025/07/001417 07/28/2025 API	53.90 VND	080643 PO 25001272	KNISLEY, STACI A	REIMB FOR TRAVEL TO AIRPORT 1/			1591581

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2025 07

JOURNAL DETAIL 2025 7 TO 2025 7

ACCOUNTS FOR:		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7800	AIRPORT OPERATIONS							
80780000	560000 MATERIALS & SUPPLI	25,000	35,906	16,227.65	1,195.79	11,940.89	7,737.91	78.4%
2025/07/000568	07/14/2025 API	46.31 VND 014612 PO 84						
2025/07/000993	07/21/2025 API	1,028.45 VND 001511 PO 11						
2025/07/000993	07/21/2025 API	121.03 VND 013347 PO 25005340						
80780000	561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000	562600 FUEL (GASOLINE/DIE	600,000	634,369	263,943.16	8,800.60	370,425.59	.00	100.0%
2025/07/000568	07/14/2025 API	8,800.60 VND 005545 PO 25001262						
80780000	574000 EQUIPMENT, SOFTWAR	15,000	15,000	.00	.00	14,400.00	600.00	96.0%
80780000	574300 FURNITURE & FIXTUR	5,000	5,000	.00	.00	.00	5,000.00	.0%
80780000	590310 REFUNDS OF HANGAR	3,000	3,000	1,171.00	499.00	.00	1,829.00	39.0%
2025/07/000993	07/21/2025 API	244.00 VND 111111 PO						
2025/07/000993	07/21/2025 API	255.00 VND 111111 PO						
	TOTAL AIRPORT OPERATIONS	927,800	1,007,420	420,567.39	16,240.06	555,106.82	31,745.91	96.8%
	TOTAL AIRPORT OPERATIONS	927,800	1,007,420	420,567.39	16,240.06	555,106.82	31,745.91	96.8%
	TOTAL EXPENSES	927,800	1,007,420	420,567.39	16,240.06	555,106.82	31,745.91	

Hangar C 1-4 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 _____ hereinafter, "the 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 ____ years 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 Section III herein.

III. RENT AND SECURITY DEPOSIT

a. Lessee shall pay Lessor rent as for the leased premises the sum of _____ per Month, calculated on the basis of \$ _____ per year, through December 31 of the year of this Lease. 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 immediately 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.
- b) 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.

- c) To repay the Lessor the cost of repairs made necessary by Lessee's negligent or careless use of the Leased Premises.
- d) To surrender the Leased Premises at the termination of this Lease in as good condition as when first occupied, reasonable wear and tear excepted.
- e) To lock and lubricate all door operating mechanisms according to the posted instructions.
- f) Damage which is caused by Lessee's failure to comply with posted instructions shall be repaired at Lessee's expense.
- g) 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.
- h) To pay any penalties or fines that are assessed against the Lessor because of Lessee's negligence, carelessness, misconduct, acts or omission of acts.
- i) 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.
- j) 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.
- k) Painting of aircraft or other vehicles in the leased Hangar is permitted if in compliance with all OSHA and EPA requirements, rules and regulations.
- l) No aircraft engine operation is permitted in the Hangar for any reason.
- m) No aircraft engine operation is permitted which would send/blow propwash into any open Hangar or other hangar.

- n) 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).
- o) 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.
- p) 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.
- q) No unattended private automobiles or other vehicles are permitted to be parked on the ramp.
- r) 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.

VIII. RIGHT OF TERMINATION

a. Except as provided in Section 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 Leased Premises to Lessor and remove therefrom all of said property and Aircraft, and if such possession be not immediately surrendered, Lessor may immediately enter said Leased Premises 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 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 without written approval from the Lessor.

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.

XIV. GOVERNING LAW

This agreement is a contract executed under and to be construed under the laws of the State of Ohio. Any and all litigation brought by or in connection with this Lease or the Leased Premises shall be brought only in the Common Pleas or Municipal Courts of Fairfield County, Ohio and in no other state or federal court.

XV. WAIVER

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

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.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Lessee
--	--

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Lessee
--	--

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date	Fairfield County Airport Authority By: <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Its authorized Agent, Lessor
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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.

Lease language approved at 8/11/2025 Airport Authority Board Meeting.

A resolution to approve the land lease agreement with the Fairfield County Airport Authority Board

WHEREAS, August 11, 2025 the Fairfield County Airport Authority Board approved the land lease agreement for an annual payment of \$191,500 due to the Board of Commissioners; and

WHEREAS, the term of this lease is for five (5) years commencing on January 1, 2026 and ending on December 31, 2030 with an automatic renewal for subsequent five (5 year terms), not to exceed 30 years; and

WHEREAS, the Prosecutor's Office has approved to form the lease agreement.

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

Section 1. The Fairfield County Board of Commissioners approve the land lease agreement with the Fairfield County Airport Authority Board commencing on January 1, 2026.

LAND LEASE AGREEMENT

This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Board of Commissioners, hereinafter referred to as “Lessor” and The Fairfield County Airport Authority, 3430 Old Columbus Road, Carroll OH 43112, hereinafter referred to as “Lessee.”

I. LEASED PREMISES

That in consideration of the mutual covenants and agreements herein set forth and to facilitate the re-payment of debt by the Lessee to the Lessor for capital improvement projects at the Premises financed by the Lessor, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor a tract of land “the leased premises” located at the Fairfield County Airport, 3430 Old Columbus Road, Carroll, Ohio 43112, the configuration and description of which are attached hereto and marked “Exhibit A.”

II. TERM

Notwithstanding the date of this Agreement, the term of this Lease shall be for five (5) years commencing on January 1, 2026, and ending on December 31, 2030. This term shall renew automatically for subsequent five (5) year terms, not to exceed a total lease term of thirty (30) years. The parties reserve the right to terminate this lease at any time provided that they give the other party ninety (90) days notice of their intent to terminate.

III. RENT

Lessee shall pay Lessor rent as for the Leased Premises the sum of \$191,500 annually. Lessee reserves the right to renegotiate the rent amount provided under Section III(a) if it determines that its income is not sufficient to support that payment. If that occurs, Lessee shall work with Lessor on arriving at a mutually agreed upon rent and shall memorialize the same via a written amendment to this Lease. If the parties cannot arrive at a mutually agreed upon rent, the parties reserve the option to terminate this Lease under Section II.

IV. IMPROVEMENTS

Improvements have been mutually agreed upon between the Lessor and Lessee. The improvements made are in partnership with the Board of Commissioners and rents provided from these improvements will be the responsibility of the Airport Authority.

V. REPAIR AND MAINTENANCE

- a) At its sole expense, the Lessee shall keep the Leased Premises and all improvements therein in good repair and in a safe, sanitary, orderly and usable condition, which shall include paved and unpaved areas. The Leased Premises shall at all times be maintained in accordance with any applicable Building Codes, Zoning Regulations and the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as well as all other applicable federal, state or local statutes, ordinances, rules and regulation applicable to the Leased Premises.
- b) During the entire term of this Lease, Lessee shall keep the Leased Premises in good order and working condition and will promptly do all necessary and appropriate maintenance and repair work at its sole expenses. If Lessee fails to maintain the Leased Premises, Lessor may perform such maintenance and invoice Lessee for all costs incurred. Prior to commencing work, Lessor will provide Lessee with thirty (30) days written notice and right to cure.

VI. TERMINATION OF LEASE

Upon termination of this Lease at any time and for any reason all buildings and other improvements permanently constructed on the Leased Premises, together with all fixtures, shall revert to and become the property of the Lessor without reimbursement to Lessee.

VII. NOTICE

All notices and request required or authorized under this agreement shall be in writing and sent by email to contacts for the parties as designated by the respective parties. Should either party change

their point of contact, that party shall notify the other party within thirty (30) days after the change of the updated email address.

VIII. GOVERNING LAW

This agreement is a contract executed under and to be construed under the laws of the State of Ohio. Any and all litigation brought by or in connection with this Lease or the Leased Premises shall be brought only in courts located in Fairfield County, Ohio.

IX. WAIVER

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

X. SEVERABILITY

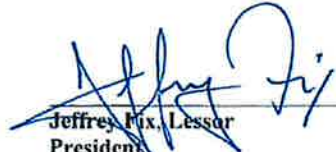
The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

XI. ENTIRE AGREEMENT

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.

August 19, 2025
Date




Jeffrey Fix, Lessor
President
Fairfield County Board of Commissioners

8-11-25
Date


Glenn Burns, Lessee
President
Fairfield County Airport Authority

STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Board of Commissioners', by Jeffery Fix, its President, Lessor, who acknowledged that he did sign the foregoing Lease and that the same is the free act and deed of said Authority and the free act and deed of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal at
Fairfield County, Ohio this 19th day of August, 2025

ROCHELLE MARIE
MENNINGER
Notary Public Notary Public, State of Ohio
State of Ohio My Commission Expires:
My Comm. Expires
January 18, 2028


STATE OF OHIO
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Airport Authority by Glenn Burns, its President, Lessee(s), who acknowledged that he/she/they did sign the foregoing Lease and that the same is his/her/their free act and deed.



In Testimony Whereof, I have hereunto set my hand and affixed by official seal at
Fairfield County, Ohio this 11th day of August, 2025

STACI A. KNISLEY
Notary Public, State of Ohio
My Commission Expires 8/24/27

Notary Public, State of Ohio
My Commission Expires:

EXHIBIT A



ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$77,250.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☒ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$77,250.00
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☒ Agreement not subject to Sections A-F (explain): Airport Authority is a govt. entity.
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☒ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$77,250.00 (as applicable)
 4. ☐ Purchase Order is included with Agreement
 5. ☐ Executed Ohio Law Acknowledgment Form (ORC 307.901)

Signed this 12th day of August, 2025.


Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Resolution No.

A resolution to approve the land lease agreement with the Fairfield County Airport Authority Board

(Fairfield County Commissioners)

Approved as to form on 8/13/2025 3:21:43 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2025-08.19.c

A resolution to approve the land lease agreement with the Fairfield County Airport Authority Board

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Steven A. Davis, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President
Steven A. Davis, Vice President
David L. Levacy

Aye
Aye
Aye

Board of County Commissioners
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Bennett Niceswanger
Board of County Commissioners
Fairfield County, Ohio



AGREEMENT FOR VEGETATION MANAGEMENT SERVICE

NOXIOUS VEGETATION CONTROL, INC. AND Fairfield County Airport Agrees that NOXIOUS VEGETATION CONTROL, INC. shall provide labor, equipment, and materials for complete vegetation management service under the following conditions:

Vegetation control as outlined at facility grounds to include – Fence Row 1ft each side as outlined, building edges, selective vegetation control ditches, selective control on portion of south fence, rip rap areas, mowing obstructions as outlined BG, visible cracks in pavement at time of application, runway apparatus at west end of runway.

PRICE: \$2525.00

TYPE OF CONTRACT:

☐ One-Year Contract (2025)

☒ Three -Year Contract (2025, 2026, 2027) – price remains locked

TERMS: **Price excludes sales tax.** Net 30 days, invoiced upon completion of work or as specified. **All past due invoices are subject to a 1 1/2% per month service charge.**

VARIOUS CHEMICALS TO BE USED:

Esplanade, Milestone, Terra Vue, Method 240SL, Perspective, Spike 80DF, Round Up Pro Concentrate, Oust, Oust Extra, MSM 60 or similar products.

Applications guaranteed for 99% control during the application growing season. Guarantee is void if application areas are disturbed due to excavation or heavy ground disturbance.

Signed this 11th day of August, 2025

NOXIOUS VEGETATION CONTROL, INC.

Fairfield County Airport

By: Daniel Matteson
Daniel Matteson / Manager

By: [Signature]

(If tax exempt, please include appropriate exemption form.)

Calendar of Dates; including expiration, due, and events

Description	Other Notes	Expiration/Due Date
ODOT PCI Program		9/10/2025
Blue Lightning Initiative (BLI)		9/30/2025
QTpod subscription		10/29/2025
2026 Appropriation Budget by major expenditure object category		11/10/2025
MS4 training of Board and FBO		12/31/2025
Bill Fagan, Tom Brennan, Scott Richardson board appointments		12/31/2025
Insurance Agreement		12/31/2025
Legal services agreement with County Prosecutor		12/31/2025
FBO Agreement		12/31/2025
ODOT Airport Improvement FY2026 Grant		3/15/2026
Petroleum Underground Tank	UST Certificate of Coverage	6/30/2026
OTTER/UST		6/30/2026
Storm Water Pollution Plan Review		7/1/2025
2027 Budget to present to the Budget Commission		8/1/2026
ODOT inspection		9/10/2026
HAS mowing and snow removal contract		9/30/2026
Hangar J Lease		12/31/2026
Jon Kochis, John Smith, and Michael Kaper		12/31/2026
EAA lease renewal with the Board of Commissioners		12/31/2026
Lease agreement with Board of Commissioners to operate facilities		10/25/2027
Noxious Vegetation Control, LLC - Agreement for annual spraying		12/31/2027
Glenn Burns board appointment		12/31/2027
CMT Master agreement		11/11/2029
Hangar A Lease		4/30/2032
FAA lease for space		9/30/2032
Co-sponsor agreement with the Board of Commissioners		5/13/2044
SAS land lease agreement		6/30/2049