

**Fairfield County Airport Authority Board Meeting**  
**3430 Old Columbus Rd NW**  
**Carroll, Ohio 43112**  
**Minutes for August 12, 2019**

**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 Fagan, Bill McNeer, Pat Ferguson, and Rick Szabrak. Board member absent was Jon Kochis. Also present were Staci Knisley, James Shadd, Al Moyer, Warren Myers, and Kip Kelsey.

**Opportunity for the Public to Address the Board**

Mr. Warren Myers followed up with the Board on his request to build hangars with a 20-year lease. At the end of the lease, the hangars will be owned by the County.

Dr. Burns asked to have a written proposal before the Board moves further on the request.

Ms. Knisley will email Mr. Myers a copy of a land lease agreement.

Dr. Burns asked that the proposal be sent to Ms. Knisley.

Mr. Kelsey reported that HAS moved the red trailer to the south end of the HAS hangar.

**Approval of Minutes for the July 8, 2019 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 8, 2019 meeting.

Mr. McNeer asked that on page 6, bottom paragraph that "624" be changed to "13/31". There are two (2) places that need changed.

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

Absent was: Kochis

Motion passed.

**Historical Aircraft Squadron (HAS) update**

Mr. Moyer reported that there were two (2) warranty items on the new tractor that have been taken care of.

**Sundowner Aviation/Airport Manager Update – Monthly Board Report**

a. Monthly Report

Mr. Shadd reviewed the July monthly report, see attached to minutes.

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Jet A fuel sales are up due to a helicopter spraying company. The jet A fuel pump is down. They were able to sell the fuel from the fuel truck.

Superior Petroleum replaced the jet A pump and there is still a problem with the gear box. They are trying to locate a new gear box to replace. There is no self-service at night. All prices with the fuel truck are self-service prices. Purvis has worked with us on getting partial loads. The normal loads are a minimum of 8,000 gallons. The truck only holds 2,000 gallons. They have been sending us partial loads.

The card reader has been adjusted and seems to be working okay. The new digital reader is still on order with Purvis.

b. Refund for Deposit Issued by Sundowner Aviation

Ms. Knisley reported that on July 8, Mr. Shadd inquired by phone call relating to Mr. Weber's deposit request. She emailed him on July 9 letting him know that she has no written or emailed documentation of Mr. Weber's request to terminate his monthly lease in Hangar F4. She emailed Mr. Shadd on July 9 to ask for the official notice from Mr. Weber so she could research and process the refund if all requirements per the lease were met.

Ms. Knisley also reported that Sundowner Aviation issued a refund of \$230 to Michael Weber for his deposit. Mr. Weber notified Sundowner Aviation on May 22 by email that he vacated hangar F4 on May 11. Mr. Rooney with Sundowner Aviation forwarded Mr. Weber's email to Ms. Knisley on July 26. Mr. Rooney also sent Ms. Knisley an email stating that Sundowner Aviation issued the refund to Mr. Weber out of their business and will be seeking reimbursement from the Board.

Ms. Knisley reported that the monthly lease state that 30 days' notice is to be given for vacating the hangar. She recommended that the lease be modified.

Dr. Burns stated that the lease should be reviewed and modified soon.

Mr. Shadd stated that the hangar was filled right away.

**Approval of the reimbursement to Sundowner Aviation in the amount of \$230**

On motion of Bill Fagan and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve the reimbursement to Sundowner Aviation in the amount of \$230.

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

Absent was: Kochis

Motion passed.

**Standing Committee Updates:**

1. **Airport Improvement – Jon Kochis (absent)**

Mr. McNeer reviewed the Strawser Paving contract agreement with the Board. The award was approved at the July meeting.

Ms. Knisley stated that the agreement has been reviewed by Assistant Prosecutor Joshua Horacek.

a. **Approval of contract agreement to Strawser Paving in the amount of \$526,654.50 to reconstruct Taxiway D**

On motion Bill McNeer of and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the contract agreement with Strawser Paving in the amount of \$526,654.50. (See attached to minutes)

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

b. **HAS Mowing and Snow Removal Contract**

Mr. McNeer reviewed the contract with the Board. The proposed contract is \$24,000 per year, or \$2,000 per month. Currently we pay HAS \$600 per month for mowing. Last winter HAS removed snow 3 times, at a cost of \$1,000 each time. Based on last winters' experience, this contract will increase spending approximately \$12-14,000 a year.

Ms. Knisley reported that Mr. Kochis did market research on mowing and snow removal costs.

Ms. Knisley reported that Assistant Prosecutor Joshua Horacek has reviewed the contract.

Mr. Kelsey reported that their members that will be mowing and removing snow are covered by an insurance rider. The policy includes the Airport Authority and the Board of Commissioners. The proposed contract will be locked in until September 30, 2022. This gives both parties efficient time to evaluate the services for the contract.

Mr. Kelsey reported that Mr. Kochis will follow-up with the Board of Commissioners relating to the current HAS agreement that expires at the end of 2019. The lease with the Board of Commissioners is not related to the current payment of \$600 from the Airport Authority to HAS for mowing.

**Approval of the 2019 Mowing and Snow Removal contract with Historical Aircraft Squadron (HAS)**

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority voted to approve the 2019 Mowing and Snow Removal contract with HAS. (See attached to minutes)

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

c. **Paving Projects – Invitation to Bid (ITB)**

Ms. Knisley reviewed the proposed ITB with the Board. CMT drafted the ITB and Ms. Knisley finalized dates. She recommended that the proposed ITB be approved with a bid opening date of September 6, 2019 due to paving plants closing in November or earlier due to weather.

**Approval of the Invitation to Bid (ITB) for paving projects**

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the ITB for paving projects.

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

d. **CMT agreement for managing the paving projects**

Ms. Knisley reviewed the agreement from CMT for services for managing the paving projects. This agreement includes the ITB preparation.

**Approval of the Crawford Murphy & Tilly, Inc. (CMT) agreement for project management of the paving projects with a lump sum payment of \$1,200 & Approval to process payment of \$1,200**

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board approves the CMT contract for the project management of the paving projects with a lump sum payment of \$1,200 & Approval to process payment of \$1,200. (See agreement attached to minutes)

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

e. RPZ Tree Trimming  
Nothing new to report.

f. Strategic Planning Committee  
Mr. Szabrak reported that the committee met and discussed the Airport Master plan. We have FAA grant monies to pay for the plan. Master plan includes land and runway plans. It does not include hangar plans. If we want to attach the hangar portion to it, we will have to pay that portion out of local funds. We will consult with CMT for the plan. The committee wants the full board to decide on what the need is.

Mr. McNeer reported that there is currently a 2006 Airport Master plan.

Mr. McNeer reported that the committee also discussed about increasing the rates to the tenants. Per the lease agreements, there is an annual 3% increase. The Board has waived that increase for the last 4 or 5 years. The committee recommend that the finance committee review and make a recommendation. The committee also talked about the storage building plans. An ITB will be recommended soon

Mr. Szabrak reported that it is cost prohibitive to meter each hangar according to South Central Power. A mechanism for a look-back for utilities needs to be researched.

Dr. Burns stated that rates were reviewed in prior years by comparison to other airports.

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Mr. Kaper volunteered to help the finance committee with the rates research by calling other airports. He will follow up with Dr. Burns.

Mr. McNeer reported that he met with the FAA from the Detroit office for a site visit. Kathy Delaney, Mark Grennell, and Ernie Gubry were the representatives from the Detroit Office. They recommended that the taxiway be repainted. The annual fall teleconference meeting is coming up soon. Ms. Delaney recommended that the master plan be discussed in that meeting.

g. Storm Water Rehab

Ms. Knisley asked the board to review the notes from Nikki Drake with Soil and Water regarding East End Stormwater repairs. (See attached to minutes)

2. Community Relations – Michael Kaper & Rick Szabrak

Mr. Kaper reported that he had a few emails related to general airport operations.

3. Facilities and Grounds – Michael Kaper & Bill Fagan

Nothing new to report.

4. FBO Liaison – Pat Ferguson

Nothing new to report.

5. Finance - Glenn Burns

a. Financial Reports

The Board reviewed the following financial reports:

- 2019 Budget Projection
- 2019 Expense Detail
- Purchase Order list
- Utility cost report

b. Payment of Bills

**Approval for payment of bills totaling \$ 5,124.71**

On motion of Michael Kaper and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$ 5,124.71. (See invoice summary attached to minutes)

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

Absent was: Kochis

Motion passed.

6. **Security & Safety – Jon Kochis (absent) & Bill McNeer**

Mr. McNeer stated that safety is the act of commission. On May 9, 2019, there was an air operator in Florida. There were 2 airplanes that were contaminated with diesel exhaust fluid which created flameouts. He brings this up to make sure our tractors are safe and secure.

Mr. Shadd stated that Airport Management tests all fuel loads before using or selling the fuel.

Mr. McNeer also reported that several years ago there was a group that vandalized 12-13 aircrafts on our ramp. They took electronic equipment. On July 27, 2018 in New Hampshire, there were 9 aircrafts broken into. We no longer keep aircraft out on ramps. It is important that tenants keep their aircrafts locked in the hangars.

Mr. Shadd reported that the gate next to the maintenance shop has no lock to it. He will take care of getting a lock installed.

Dr. Burns reported that the awnings look bad on the maintenance building. He asked that they be removed or recovered.

Mr. Ferguson will follow-up with the best solution for the awnings.

7. **Tenant Relations – Glenn Burns & Bill Fagan**

a. **Rent Status Spreadsheet**

The Board reviewed the rent status spreadsheet.

b. **Hangar J lease renewal**

Nothing new to report.

8. **Web – Bill McNeer & Rick Szabrak**

Mr. Szabrak reported that pictures and videos will be uploaded soon from the anniversary celebration event.

**Old Business**

a. **Bridge behind R Hangars**

Nothing new to report.

b. **Allowing Investors to build T-hangars with a county land lease**

Nothing new to report.

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**New Business**

None

**Informational Items**

None

**Calendar of upcoming events and other important dates**

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

- a. Aviation Insurance expires 12/31/19
- b. HAS lease agreement w/Commissioners expires on 12/31/19
- c. HAS authorization for use of 3 unoccupied hangars expires 12/31/19
- d. Storm Water Plan – Review and Approve annually – February 2020
- e. FBO agreement expires 12/31/2020
- f. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- g. Legal Services agreement with County Prosecutor expires 12/31/2021
- h. FAA lease for space expires 9/30/2022
- i. Lease with Board of Commissioners to operate facilities expires on 11/16/2022

**Adjournment**

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to adjourn at 7:00 p.m.

**Next meeting is Monday, September 9, 2019 at 6:00 pm at the Airport Terminal**



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*Meeting minutes for the August 12, 2019 meeting were approved on September 9, 2019*

Absent

Glenn Burns

Aye

Bill Fagan

Aye

Rick Szabrak

Aye

Jon Kochis

Aye

Michael Kaper

Absent

William McNeer

Absent

Pat Ferguson

Staci A. Knisley  
Staci A. Knisley, Airport Clerk





### **Article 3 – Contract Price**

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$526,654.50

*(Amount in Numerals)*

Five Hundred Twenty Six Thousand Six Hundred Fifty Four dollars and fifty cents.

*(Amount in Written Words)*

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

### **Article 4 – Payment**

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

### **Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 61 Calendar Days of the commencement date stated within the Notice-to-Proceed with phasing as detailed in the Plan Sheets.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

#### **Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$200.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

#### **Article 7 – CONTRACTOR'S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 8 – CONTRACTOR'S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – OWNER'S Representative**

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

*Crawford, Murphy & Tilly, Inc.  
8101 N High Street, Suite 150  
Columbus, Ohio 43235*

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.


**OWNER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By:   
Signature  
Airport Board President  
Title of Representative

**CONTRACTOR**

Name: Strawser Paving Co. Inc  
Address: 1595 Frank Road  
Columbus, OH 43223


By:   
Signature  
President  
Title of Representative

**ATTEST**

By:   
Signature  
Airport Clerk  
Title

**ATTEST**

By:   
Signature  
Project Manager  
Title

APPROVED AS TO LEGAL FORM:  
  
By: J. Horace  
Assistant Prosecuting Attorney  
Fairfield County Prosecutor's Office

# 2019 Fairfield County Airport Mowing and Snow Removal Contract

This AGREEMENT, made this 12<sup>th</sup> day of August 2019, between Historical Aircraft Squadron, Inc, 3266 Old Columbus Rd, Carroll, OH 43112 (THE CONTRACTOR), and the Fairfield County Airport Authority, (THE AIRPORT), for mowing and snow removal at the Fairfield County Airport facilities as described below.

Mowing as noted on Exhibit A:

1. Areas marked "AOA" mowing heights will be less than 7 inches unless weather factors impede mowing.
2. Areas marked "Outside AOA" vegetation height should be between 7 and 14 inches.
3. All ditches and road embankments will be mowed as close as possible and to the height of the AOA when possible.

Snow Removal:

1. Snow removal considerations will begin when 2 inches of snow is forecasted within the next 24 hours.
  - a. Snow removal will begin once 2 inches of snow has been observed.
  - b. Ice forecasted or observed will not be removed.
  - c. If a Level 1 Snow emergency has been issued by the County Sheriff, snow removal will not be attempted.
  - d. THE CONTRACTOR will also provide its best judgement on snow removal if ice is also forecasted.

WITNESSETH: In consideration of the mutual promises contained herein, THE AIRPORT and THE CONTRACTOR agree as follows:

1. THE CONTRACTOR agrees to perform, as an independent contractor, all of the services as set forth in the EXHIBIT A; to abide by all safety and security rules of THE AIRPORT as furnished to THE CONTRACTOR in writing; and, to provide all labor and supervision necessary to implement the services provided for herein.
2. THE AIRPORT will compensate THE CONTRACTOR \$ 2,000 per month, to be approved and processed at the Airport Authority's regularly scheduled board meeting. If a regular scheduled board meeting is cancelled payment will be made for missed months at the following meeting.
3. THE AIRPORT will provide Equipment and supplies to perform Mowing and Snow Removal. Any repairs to the equipment or ordering additional supplies should be requested through the designated Airport Authority contact or his/her designee. The CONTRATOR is not obligated

to perform the duties of this contract if THE AIRPORT cannot provide the equipment detailed in this agreement due to maintenance. (Exhibit B)

4. THE CONTRACTOR shall work during hours and days mutually agreeable and acceptable to both THE AIRPORT and THE CONTRACTOR.
5. The Contract term shall commence at June 1, 2019 continuing until September 31, 2022
6. THE AIRPORT reserves the right to terminate the Agreement, without penalty and for any cause, after providing THE CONTRACTOR with thirty (30) days' written notice of its intention to do so at an Airport Authority regularly scheduled meeting. In such case, THE CONTRACTOR shall be paid for all work completed and any expenses sustained to the date of termination, unless such termination was due to the act or conduct of THE CONTRACTOR. The CONTRACTOR reserves the right to terminate the Agreement, without penalty and for any cause, after providing THE AIRPORT with thirty (30) days' written notice of its intention to do so at an Airport Authority regularly scheduled meeting.
7. THE CONTRACTOR and THE AIRPORT shall renegotiate the contract price if THE AIRPORT makes any substantial changes in the character or use of the areas serviced by THE CONTRACTOR. Any such renegotiation of the contract price during the current contract term must be reflected in a duly executed addendum to the Agreement, signed by THE CONTRACTOR and THE AIRPORT, and is subject to the certification of funds as provided in Ohio Revised Code Section 1545.22.
8. THE CONTRACTOR shall furnish liability and property damage insurance in the amounts of : 1 Million Dollars. In addition to THE AIRPORT the Board of Fairfield County Commissioners shall be added to the policy, as "additional insured" by endorsement and a certificate of coverage shall be provided before the execution of the Agreement.
9. THE CONTRACTOR shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner.
10. THE CONTRACTOR shall make adequate provisions to ensure the security and safety of its employees, equipment and supplies. THE CONTRACTOR shall comply with all OSHA laws, rules, and regulations.
11. Nothing in this Agreement establishes a partnership, association, or joint venture with THE CONTRACTOR in the conduct of the provisions of this Agreement. Nothing in this Agreement shall be construed as authorizing THE CONTRACTOR to act as an agent, employee, licensee, or designee of THE AIRPORT or its Board. THE CONTRACTOR shall at all times have the status of an independent contractor with control over its employees, agents, and operations.
12. THE CONTRACTOR shall not permit liens or encumbrances to be filed against THE AIRPORT property by reason of THE CONTRACTOR'S failure to pay for services performed or material furnished hereunder. THE CONTRACTOR shall not assign this contract or any interest herein or any monies due or to become due hereunder, voluntarily, involuntarily or by



operation of law. Nor shall THE CONTRACTOR subcontract any of its duties or responsibilities hereunder without the express written consent of THE AIRPORT.

13. THE CONTRACTOR shall not discriminate on account of race, sex, color, religion or national origin in the selection and retention of any employee, or in the procurement of material and equipment.
14. Any additional charges that are not provided for in the Bid Package must be pre-approved, in writing, by THE AIRPORT prior to being imposed. THE CONTRACTOR shall have no right to collect any additional charges that are not approved as in accordance with this Paragraph. Any additional charges are subject to the certification of funds as provided in Ohio Revised Code Section 1545.22.
15. This Agreement supersedes any and all prior agreements and understandings, written or otherwise, between the parties hereto for the services to be provided hereunder.
16. To the fullest extent permitted by law, THE CONTRACTOR shall indemnify and hold harmless THE AIRPORT, its Board, the Fairfield County Board of Commissioners and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work described in the Agreement. In any and all claims against THE AIRPORT, its Board, or any of its agents or employees by any employee of THE CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for THE CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

THE CONTRACTOR shall assume all responsibility for damage done to structures, property, markers, signs or personal injury as a direct result of THE CONTRACTORS actions during the performance of this Agreement.

17. If any article, section, or provision of this Agreement or any amendments thereto shall be held invalid by operation of law or by a person or entity of competent jurisdiction, or if compliance with or enforcement of any article, section, or provision of this Agreement shall be restrained by such person or entity, the remainder of this Agreement and amendments thereto shall not be affected and shall remain in full force and effect.

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Fairfield County Common Pleas Court, Fairfield County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

The Parties hereby intend to be legally bound:

**THE CONTRACTOR**

Historical Aircraft Squadron, Inc  
President

Eric H. Meister  
Contractor's Signature

ERIC H. MEISTER  
Print Contractor's Name

H.A.S. PRESIDENT  
Title

23 AUGUST 2019  
Date Signed

**THE FAIRFIELD COUNTY AIRPORT AUTHORITY**

[Signature]  
The Fairfield County Airport Authority  
Board President

8-12-19  
Date Signed

APPROVED AS TO LEGAL FORM:  
[Signature]  
By: J. Horacek  
Assistant Prosecuting Attorney  
Fairfield County Prosecutor's Office

## Exhibit A

### Mowing Areas:

1. AOA – Vegetation kept below 7 inches (unless impacted by weather)
2. Outside AOA – Vegetation to be kept between 7-14 inches (unless impacted by weather)

### Airport Mowing Exhibit A

Airport\_Mowing\_Areas\_Total

- AOA
- Outside AOA



0.2mi

**Exhibit B**

Inventory of equipment for Grounds Maintenance

<b>ASSET TAG</b>	<b>DESCRIPTION</b>	<b>SERIAL</b>	<b>ACQUIRED</b>
1. 1122	BUSH HOG 2715 MOWER	1200523	2008-06-12
2. 2675	2017 JOHN DEERE Z915E TRACTOR	1TC915ECEHT054053	2017-05-22
3. 3599	JOHN DEERE 5100E TRACTOR	1LV5100EEJK404570	2019-06-05
4. 8394	JOHN DEERE 5510 MFWD TRACTOR	LV5510S351505	2001-08-01
5. 1996	CHEVY DUMP TRUCK #45	1GBM7H1J4TJ108532	1996-05-10
6. 1995	FORD F800 DIESEL W/ SNOWPLOW	1FDPF80C7SVA51387	2008-01-03
7. 14424	SNOW THROWER	1F25B10447	2014-07-25

**2019 STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made between Fairfield County Airport Authority, whose address is 3430 Old Columbus Road, NW, Carroll, OH 43112, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

The consultant shall provide Project Management services including the development, maintenance and communication of project budget and schedule. The consultant shall prepare and file the required FAA forms for the airspace renew. Develop plans and specifications for the Rehabilitation of the Hangar Taxilanes and Associated Pavements.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$1,200.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this 12<sup>th</sup> day of Aug, 2019.

<b>CLIENT:</b>	<b>ENGINEER:</b>
<u>Fairfield Co Airport Authority Board</u>	<u>CRAWFORD, MURPHY &amp; TILLY, INC.</u>
(Client Name)	
<u>[Signature]</u>	<u>[Signature]</u>
(Signature)	(Signature)
<u>Glenn R. Burns, President</u>	<u>GREG HEATON VICE PRESIDENT</u>
(Name and Title)	(Name and Title)
<u>8-12-19</u>	<u>8/8/2019</u>
Date	Date

CMT Job No. \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**  
[Signature]  
By J. Horacek  
Assistant Prosecuting Attorney  
Fairfield County Prosecutor's Office



**STANDARD GENERAL CONDITIONS**  
**Crawford, Murphy & Tilly, Inc.**

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for the safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. ~~Invoices or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. CLIENT will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by ENGINEER in collecting payment, including interest, for services rendered.~~

~~7. Indemnification for Release of Pollutants~~

~~If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.~~

~~If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, CLIENT agrees that in the event of one or more suits or judgments against ENGINEER in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by ENGINEER, CLIENT will indemnify and hold harmless ENGINEER from and against liability to CLIENT or to any other persons or entities irrespective of ENGINEER'S compensation and without limitation. It is understood that the total aggregate liability of ENGINEER arising from services performed by ENGINEER shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, irrespective of the number of or amount of such claims, suits, or judgments.~~

8. Risk Allocation  Check box if this does not apply

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.

9. Project Schedule and Scope

Based on the schedule objectives provided by **CLIENT**, **ENGINEER** will develop a schedule of important milestones as necessary for the project for **CLIENT'S** review and approval. **ENGINEER** will monitor performance of services for conformance with the schedule and will notify **CLIENT** of any necessary changes to or deviations from the schedule. Where required by approved project schedule, **ENGINEER** will present the required deliverables and complete the required tasks at the appropriate intervals for **CLIENT'S** review and approval prior to payment.

**CRAWFORD, MURPHY & TILLY, INC.**  
**STANDARD SCHEDULE OF HOURLY CHARGES**  
**JANUARY 1, 2019**

Classification	Regular Rate
Principal	\$ 220
Project Engineer II Project Architect II Project Manager II Project Environmental Specialist II	\$ 210
Project Engineer I Project Architect I Project Manager I Project Environmental Specialist I Project Structural Engineer I	\$ 185
Sr. Structural Engineer II	\$ 170
Sr. Technician II	\$ 155
Aerial Mapping Specialist	\$ 150
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	\$ 145
Technical Manager II Environmental Specialist III	\$ 135
Sr. Technician I	\$ 130
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	\$ 125
Environmental Specialist II Technician II	\$ 110
Planner I Technical Manager I Environmental Specialist I Technician I Project Administrative Assistant	\$ 90
Administrative/Accounting Assistant	\$ 50

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2020.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.



Notes from Nikki Drake at Soil and Water regarding the East End Stormwater repairs. (from emails)

***Regarding the South Side of the property where our draining leaves under election house towards the new school:***

You will likely have to occasionally maintain tile until the day it is completely replaced. I recommend that if you hear in the future the County Engineer plans to pave or replace culverts, they be contacted to see if it would be feasible for the airport to “cut through” the road to replace tile versus having to bore which is so costly. That could be a while as the road isn’t that old. The old existing clay shallow tile has been repaired in so many places and will likely continue to cause issues. It is good that tillage will no longer be done.

***Regarding the project as a whole. The areas mentioned for new tile/repair were completed but the fix is not permanent(see above):***

The road ditch near the culverts still needs cleaned out. Fairfield County Deputy Engineer Eric McCrady is aware of that, so hopefully once he has manpower back after chip/seal is finished, that will get completed.



WW#1 (west) had a blowhole just above the fence. It is pooled with water right now because the road ditch needs cleaned out. Eric McCrady was going to send Jason Grubb to look at that, but said his road crew is busy with chip and seal over the next 2 weeks. Aaron will not be able to investigate that blowhole and install the rock pad until the water drains.

WW#2 (east) had 2 tiles exposed in the center of the water pattern about 200'+ down from fence at the top back when we surveyed in late 2017, those are what we need to address now because they are bubbling water to the surface which is running down the waterway for about 500'. I have a layout for where we believe existing tile is based on visibility in aerials, blowholes found when we surveyed and where we flagged the gas co. repairs. We dug a few of those spots up yesterday, but didn't find something good to extend/connect to. If we can't find a tile in good condition and proper depth to



Notes from Nikki Drake at Soil and Water regarding the East End Stormwater repairs. (from emails)

connect to, a new tile is needed through there, but considering the gas company wouldn't let Aaron remove soil over the shallow line (it was more shallow than the depths they gave us when we prepped for the design), we may not be able to cross over the gas line to maintain gravity flow.



WW2 wet in center from tile failure that we are trying to address. As mentioned, seeding cannot be done until the waterway is dried up.



6" clay tile dug up outside of WW2 ~15+00 only has 1' of cover (for 4" or 6" tiles, we recommend at least 2' to avoid crushing). We could connect to this tile using doublewall (stronger tile), but the field could not be tilled in the future (which may not be a concern if it is going to grass anyways). We would rather find a more suitable connection. At some point someone made a repair shoving a 4" plastic inside, probably why it was blowing/sucking water. We will try to get the tile resolved this morning. In looking through old aerials it appears that the tile failing does go under the road to the north and into the next

Notes from Nikki Drake at Soil and Water regarding the East End Stormwater repairs. (from emails)

field, so abandoning the tile is not an option we would recommend as you could be sued by the north neighbor for ruining his drainage.

