

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll Ohio 43112
Minutes for September 12, 2016

Meeting to order

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Glenn Burns, Bill McNeer, Pat Ferguson, Lonnie Rush, Bill Fagan, Michael Kaper, and Jon Kochis. Also present were Staci Knisley, Kip Kelsey, Greg Heaton, Branson Rutherford, Pat Rooney, Lonnie Watts, and Chris Chapman.

Opportunity for the Public to Address the Board

No member of the public addressed the board at this time.

Approval of Minutes for the August 8, 2016 Meeting

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the minutes from the August 8, 2016 meeting.

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

Historical Aircraft Squadron (HAS) update

Branson Rutherford reported that a belt was broke on the zero turn mower. It will cost approximately \$239 in to repair. He needs assistance in getting the mower to the shop.

that Mr. Kochis stated that he would help with the zero turn mower.

Mr. Rutherford reported that the snow shoes on the blade of the Snow Plow truck need replaced. The cost estimate is \$100-300.

Mr. Rush asked him to proceed with the repair of the snow shoes.

Airport Manager Update

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

Mr. Rooney reported that the unmanned aerial vehicle (UAV) became official in August. Sundowner Aviation is giving the tests. There have been no problems.

Mr. Rooney reported that they have delivered notices to all tenants regarding the future closure of the runway. It is also on the terminal window.

Mr. Rooney stated that Sundowner Aviation has never seen a problem with the grass strip runway area. Mr. Kelsey will report more information later during the meeting.

Mr. Rooney recommended that the Snow Removal discussion needs brought up again. HAS is not able to do the snow plowing this year.

Mr. Rooney reported the lights are all in the hangars except for 7 hangars. Those hangars that we could not access or get into, we left them light bulbs to replace.

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Mr. Rooney recommended to the Board to consider that the Jet A Fuel prices be increased. Increasing the price by \$.40 (40 cents) will still keep the price competitive. The additional monies will go to the county airport.

Mr. Kochis reported that he researched gas prices and agrees that the county will still be competitive.

Mr. Rooney reported that Superior Petroleum was called to repair the keypad on the pumps. A new keypad is on order. Superior Petroleum was here at the airport within 2 hours. Their services are working good.

Mr. Rooney recommended that the new jet A fuel sale prices be set as:

\$.50 to county

\$.10 Sundowner Aviation

Sales tax & Credit Card Fee

Approval to increase the Jet A fuel price by \$.40 (40 cents)

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority voted to approve the increase of \$.40 (40 cents) to the sale price of jet A fuel.

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

Snow Removal

Mr. Heaton reported that he would gather information and get the Board copies of other Airports contracts.

Standing Committee Updates:

Airport Improvement – Jon Kochis

- **Crawford Murphy Tilly (CMT) Engineer's Summary Report (See attached to minutes)**

Mr. Heaton reported that the terminal roof contractor, Walsh Construction was out today. They should be getting the project started soon. They have 6 weeks to complete the project.

Mr. Heaton reported that the FY2016 FAA grant is in process. Ms. Knisley is waiting for the actual agreement to finalize and get signatures. The FAA has not released the agreement yet. It should be coming this week and is still due on Friday, September 16, 2016.

Ms. Knisley recommended that the Board make a motion to authorize Board President Glenn Burns to sign the agreement once received.

Approval to authorize Board Member President Glenn Burns to sign the Fiscal Year (FY) 2016 Federal Aviation Administration grant agreement once received

On motion of Jon Kochis and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to approve to authorize Board Member President Glenn Burns to sign the FY2016 FAA grant agreement once received.

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

Mr. Heaton reported that the ODOT Aviation FY2017 grant for Taxiway D rehabilitation project was denied for the first round based on the number of aircraft based at the Fairfield County Airport. They only have us down for 50 based aircraft. The county is number one on their waiting list. Fairfield County scored 67 points out of 100. 68 points was the cut-off.

Mr. Heaton reported that the state and federal aviation are still working out who pays for design for Airport projects. Their management is not in agreement at this point. For FY2017 the State is still not paying for design projects.

Mr. Heaton reported that CMT's draft design agreement is \$45,950 for the Taxiway D rehabilitation project. Since Fairfield County is first in line on the FY2017 ODOT grant's waiting list, he would like the county to be ready with the design.

Mr. Heaton reported that the FY2016 2nd ODOT grant will kick in for the local match for the FY2016 FAA grant.

Mr. McNeer reported that the state has 72 aircraft registered. He and Ms. Knisley will work on updating the aircraft based registry.

Mr. Kochis recommended that the Board approve the change order for Jess Howard Electric. There is a reduction of \$1,270.25.

Approval of change order # 1 to Jess Howard Electric for the reduction of \$1,270.25

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the change order with Jess Howard Electric for the reduction of \$1,270.25. (See attached to minutes)

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

Mr. Kochis recommended that the Board approve the application for payment to Jess Howard Electric for \$3,750. This is not the final payment. They will be back in October to complete the PAPIs.

Approval of the application of payment to Jess Howard Electric for \$3,750

On motion of Bill Fagan and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to approve the application of payment to Jess Howard Electric for \$3,750. (See attached to minutes)

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

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Mr. Kochis recommended that the Board approves the final application of payment to Jess Howard Electric for \$5,317.36 upon the completion of the project in October.

Approval of the final application of payment to Jess Howard Electric for \$5,317.36 upon completion of the project

On motion of Lonnie Rush and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the final application of payment to Jess Howard Electric for \$5,317.36 upon completion of the project.

Discussion: Ms. Knisley will process payment when Mr. Kochis lets her know the project is completed.

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

Mr. Kochis recommended to the Board that they approve the Walsh Construction contract in the amount of \$115,900 for the Terminal Re-roof project. He attended the pre-construction meeting last week and things are ready to go.

Approval of the contract for the terminal building reroof and mansard project with Walsh Construction Company for \$115,900

On motion of Pat Ferguson and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to approve the contract for the terminal building reroof and mansard project with Walsh Construction Company for \$115,900. (See attached to minutes)

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

Mr. Kochis recommended that the Board approve the contract with the Shelly Company to rehabilitate Runway 10/28 in the amount of \$ 617,418.50. This project is paid for by the State ODOT FY2016 grant. He will attend the pre-construction meeting tomorrow.

Approval of the contract with the Shelly Company to rehabilitate Runway 10/28 in the amount of \$ 617,418.50

On motion of Bill Fagan and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the contract with the Shelly Company to rehabilitate Runway 10/28 in the amount of \$ 617,418.50. (See attached to minutes)

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

- **Signs for Terminal**

Mr. Kochis recommended that the Board discuss the signs for the terminal. He recommends that the old signs be replaced. If signs are put back up they should be new and should reflect the new county logo. New signs will cost no more than \$1,000.

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Mr. Rush recommends that the current north and south terminal signage be eliminated. He recommends that the Board discuss plans for the new signs in the near future.

Approval to eliminate the existing signage on the north and south of the Terminal

On motion of Lonnie Rush and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve to eliminate the existing signage on the north and south side of the Terminal.

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

Approval of the contract with Jess Howard Electric for \$233,296 for the taxiway lighting rehabilitation project

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the contract with Jess Howard Electric for \$233,296 for the taxiway lighting rehabilitation project. (See attached to minutes)

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

- **Soil & Water update**

Mr. Kochis reported that the application to identify wetland on the 5 acres on the northwest should be completed by October. When farming leases are eligible for renewal at the end of 2017, we will need to eliminate seed crops and add additional acreage for farming as part of the Wildlife Assessment. There is vegetation on the fence near the pipeline easement from bird droppings. Soil & Water recommends that the outside of the fence needs mowed at least twice a year.

- **Fence on Eversole Property**

Nothing new to report.

a. **Community Relations – Michael Kaper**

Nothing new to report.

b. **Facilities and Grounds – Lonnie Rush & Bill Fagan**

Mr. Rush reported that the John Deere tractor for snow plowing is in need of repairs or possibly will need to be replaced. He knows of a Kubota tractor with retractable sides that could be for sale soon. He will bring more information to the Board at the next meeting.

Mr. Kochis recommended that the replacement should have wings that are articulated down for ditch mowing.

Mr. Ferguson reported that HAS door repair has been completed by Bob Huber.

Mr. Rutherford thanked Mr. Rooney for monitoring the contractor, Bob Huber.

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c. Finance - Glenn Burns

• **Financial Reports**

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

• **Payment of Bills**

Approval for payment of bills totaling \$ 24,899.45

On motion of Lonnie Rush and second of Pat Ferguson , the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$24,899.45. (See invoice summary attached to minutes)

Discussion: Mr. McNeer reported that the WebChick renewal invoice was increased to \$650 for a redesign of the website included.

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

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

• **Web Update**

Mr. McNeer reported that the web redesign will happen after the terminal renovations are completed. New pictures of the terminal will be taken for the website.

• **Internet Connectivity**

Mr. Kochis reported that the internet is up and running. The Wifi is available within the terminal. The exterior Wifi project, phase 2 will be started after the terminal renovation is completed. The costs to date spent on this project \$20,012. The Board approved up to \$30,000. We were able to save money due to some manual labor that he did. There are few more things left to be purchased that will cost around \$200. After Phase 2 is finished, the next part of the project will include the security cameras.

e. Tenant Relations – Glenn Burns

• **Rent Status**

Ms. Knisley reported that the Tenant in F2 is past due. He owes for July through December. She has made contact by email but has yet to hear a response.

Ms. Knisley also reported the Tenant in P12 has terminated his lease and did not give written notification of 30 days per the lease agreement. He emailed notification on August 29th and asks that the Board waive his September rent. He also still owes for August.

Mr. McNeer recommended that August rent be waived and that the Board keep the security deposit.

Approval to waive August rent and to keep the security deposit for the termination of the lease for Hangar P12

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- On motion of Bill McNeer and second of Michael Kaper , the Fairfield County Airport Authority Board voted to approve to waive August rent for Hangar P12 and to keep the security deposit.

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

- **Proposed Hangar Bay fees for 2017**

Mr. McNeer recommended that the Board review the hangar bay fees for 2017. (See draft attached to minutes)

Ms. Knisley will add this to the agenda for October's meeting.

- **Ohio Skydiving Center lease agreement – Hangar R1**

Mr. McNeer reported that the lease agreement have a term of 3 years. After that, the month will be extended on a month to month basis.

Approval of Ohio Skydiving Center lease agreement for Hangar R1

On motion of Bill McNeer and second of Lonnie Rush , the Fairfield County Airport Authority Board voted to approve the Ohio Skydiving Center lease agreement for Hangar R1. (See attached to minutes)

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

f. FBO Liaison – Pat Ferguson

Nothing new to report.

Old Business

a) Grass Runway update from Kip Kelsey

Mr. Kelsey with HAS made contact with the local FAA Flight Standards District Office (FSDO) regarding the grass strip here at the airport that used to be an approved landing area. Inspector Ken Ramos with FSDO was assigned to review the area. He is familiar with Fairfield County Airport and said that the FAA has exclusive jurisdiction over runways. He concluded that according to the FAA Advisory Circular 150/5300-13A that the 700 foot minimum runway centerline separation does not apply to un-simultaneous VFR takeoff and landings. There is no conflict while using the grass runway.

Mr. Kelsey recommended that the area be mowed at a different height and marked. He asked the Board consider approving use of the grass runway strip.

Mr. Rooney reported that if approved, they will not advertise it directly.

Approval to allow the grass runway strip north of the runway to be used

On motion of Bill McNeer and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to approve to allow the grass runway strip north of the runway to be used.

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

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b) Wildlife Shelter/remove bushes

Mr. Kochis recommended that the Board and HAS volunteers remove the bushes during the time of the runway shutdown. He solicited quotes but did not get interest due to the small job. Most contractors want ongoing contracts.

c) Wildlife Deterrence/Fence

Mr. McNeer recommended that the estimate be added to the Airport Capital Improvement Program (ACIP) list.

d) Snow Plowing

Mr. Heaton will send information regarding snow plowing to Mr. Fagan for next meeting's discussion.

e) County Credit Card Process

Mr. Kochis reported that more information will be coming soon.

f) Storm Water Plan

Mr. Kochis reported that there is nothing to report.

g) Non-Aviation Storage

Mr. McNeer recommended that there is nothing to report. He recommended that the item be removed for future agendas.

New Business

a. Federal Emergency Management Agency (FEMA) – possible use of Airport land

Mr. Kochis reported that FEMA reviewed our Airport land areas for use of staging areas for disasters. He met with members of FEMA to review the areas of land that would be useful. If FEMA decides to use Airport land for future disaster staging areas, they will propose Memo of Understandings (MOU) to the Board.

b. Airport Generator

Mr. Kochis reported that the Army Corp of Engineers was in Ohio doing generator power surveys. They met with Mr. Kochis and reviewed the terminal circuit and power load. They will have a report back to us on what size generator the Airport would need if the power was out. If FEMA selects Fairfield County as their staging area, they would give us a grant to pay for a permanent generator. At the very least, the grant would support a transfer switch.

Informational Items

The Board reviewed the following informational items.

- a) Letter from ODOT regarding not funding the request for the FY2017 Ohio Airport grant.

Calendar of Upcoming Events/Other

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

- **Business Radio Licensing fee of \$95 – revisit March 2017**
- **PVille farming lease expires 12/31/17**

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- Doug Majors farming lease expires 12/31/17
- Insurance expires 12/15/18
- November 2019 - coordinate HAS/Comm's lease agreement approved on 11.17.15 (exp 12/31/19)

Adjournment

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 7:44 p.m.

Next meeting is scheduled for October 10, 2016 at 6:00 p.m.

Meeting minutes for the September 12, 2016 meeting were approved on October 10, 2016.

Absent
Glenn Burns

Aye
Bill Fagan

Absent
Lonnie Rush

Aye
Jon Kochis

Aye
Michael Kaper

Aye
William McNeer

Aye
Pat Ferguson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

Sundowner Aviation / FBO

MONTHLY BOARD REPORT

August 2016 - September 12, 2016
Board meeting

ITEM	QUANTITY	REMARKS
T HANGAR OCCUPANCY	62	
R HANGAR OCCUPANCY	6	
NEW LEASES	3	
OVERNIGHT/WEEKLY HANGR	0	
FUEL SALES 100LL	2,794.20	
FUEL SALES JET	5,966	
NUMBER OF OPERATIONS	10000	
HANGAR MAINTENANCE ISSUES	All but 7 those 7 need special	
PUBLIC COMMENTS	none	
INCIDENTS REPORTED TO FAA	None	

**Fairfield County Airport Authority
Board Meeting, September 12, 2016**

Engineer's Summary Report

1. Previous FAA grants

-2515 FAA project (PAPI, wildlife) ongoing

2. FY 2015 Projects

PAPI Rehab

PAPI commissioning complete. Punch list being finished and close out report to be started soon.

Wildlife Assessment

Final report has been submitted to FAA. Undergoing review.

Terminal Roof Improvements

Terminal Building Reroof and Mansard Alteration project beginning this week. Pre-con held last week. Walsh Construction Group completing work, schedule allows up to 6 weeks.

3. FY 16 Projects

ODOT Aviation Grant Runway Rehabilitation.

Contractor: The Shelly Company.

Awaiting federal grant. Pre-construction meeting schedule for 9/13.

FY 16 FAA Grant – Runway Edge Lighting

Bids were received on May 27th. Contractor: Jess Howard Electric.

Awaiting federal grant. Pre-construction meeting schedule for 9/13.

4. FY 17 ODOT Aviation Grant Application

Grant application submitted for Taxiway D (west end) construction / reorientation. ODOT did not offer grant in first round. Project is #1 on wait list. Likely to occur, Board to consider proceeding with design and getting prepared.

5. Action Items:

Execute Shelly and Jess Howard contracts for Runway and lighting.

Action to execute Taxiway D design contract.

c. **Runway lighting.** Refer to the appropriate lighting ACs in the AC 150/5340 and AC 150/5345 series to properly design airfield and runway lighting. A listing of these ACs can be found in paragraph 108.

316. **Parallel runway separation requirements.**

a. **Parallel runway separation--simultaneous Visual Flight Rules (VFR) operations.**

(1) **Standard.** For simultaneous landings and takeoffs using VFR, the minimum separation between centerlines of parallel runways is 700 feet (213 m).

(2) **Recommendations.** The minimum runway centerline separation distance recommended for ADG-V and VI runways is 1,200 feet (366 m). Air Traffic Control (ATC) practices, such as holding aircraft between the runways, frequently justify greater separation distances. Runways with centerline spacings under 2,500 feet (762 m) are normally treated as a single runway by ATC when wake turbulence is a factor.

b. **Parallel runway separation--simultaneous Instrument Flight Rules (IFR) operations.** To attain IFR capability for simultaneous (independent) landings and takeoff on parallel runways, the longitudinal (in-trail) separation required for single runway operations is replaced, in whole or in part, by providing lateral separation between aircraft operating to parallel runways. Subparagraphs (1) and (2) identify the minimum centerline separations for parallel runways. Where practical, parallel runway centerline separation of at least 5,000 feet (1524 m) is recommended. Placing the terminal area between the parallel runways minimizes taxi operations across active runways and increases operational efficiency of the airport. Terminal area space needs may dictate greater separations than required for simultaneous IFR operations.

(1) **Simultaneous Approaches.** Precision instrument operations require electronic NAVAIDs and monitoring equipment, ATC, and approach procedures.

(a) Dual simultaneous precision instrument approaches are normally approved on parallel runway centerline separation of 4,300 feet (1311 m). On a case-by-case basis, the FAA will consider proposals utilizing separations down to a minimum of 3,000 feet (914 m) where a 4,300 foot (1311 m) separation is impractical. This reduction of separation requires special high update radar, monitoring equipment, etc.

(b) Triple simultaneous precision instrument approaches for airports below 1,000 feet (305 m) elevation normally require parallel runway centerline separation of 5,000 feet (1524 m) between adjacent runways. Triple simultaneous precision instrument approaches for airport elevations at and above 1,000 feet (305 m) and reduction in separation are currently under study by the FAA. In the interim, the FAA will, on a case-by-case basis, consider proposals utilizing separations down to a minimum of 4,300 feet (1311 m) where a 5,000-foot (1524 m) separation is impractical or the airport elevation is at or above 1,000 feet (305 m). Reduction of separation may require special radar, monitoring equipment, etc.

(c) Quadruple simultaneous precision instrument approaches are currently under study by the FAA. In the interim, the FAA, on a case-by-case basis, will

d. **RSA grades.** The longitudinal and transverse gradient standards for RSAs are as follows and as illustrated in Figure 3-21, Figure 3-22, Figure 3-23 and Figure 3-24.

(1) Longitudinal grades, longitudinal grade changes, vertical curves, and distance between changes in grades for that part of the RSA between the runway ends are the same as the comparable standards for the runway and stopway. Exceptions are allowed when necessary because of taxiways or other runways within the area. In such cases, modify the longitudinal grades of the RSA by the use of smooth curves. For the first 200 feet (61 m) of the RSA beyond the runway ends, the longitudinal grade is between 0 and 3.0 percent, with any slope being downward from the ends. For the remainder of the safety area (Figure 3-24), the maximum allowable positive longitudinal grade is such that no part of the RSA penetrates any applicable approach surface or clearway plane. The maximum allowable negative grade is 5.0 percent. Limitations on longitudinal grade changes are plus or minus 2.0 percent per 100 feet (30 m). Use parabolic vertical curves where practical. Avoid the use of maximum grades if possible. The ability for an overrunning aircraft to stop within the RSA is decreased as the downhill grade increases. Also, using maximum grades may result in approach lights and/or a LOC being mounted on non-frangible supports and degraded LOC performance.

(2) Table 3-3 and Figure 3-23 show the maximum and minimum transverse grades for paved shoulders and for the RSA along the runway up to 200 feet (61 m) beyond the runway end. In all cases, keep transverse grades to a minimum, consistent with local drainage requirements.

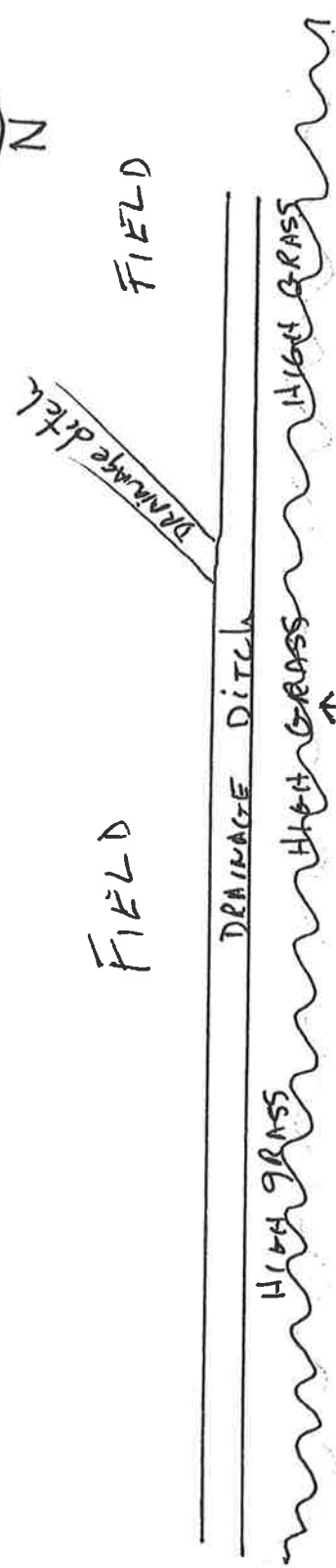
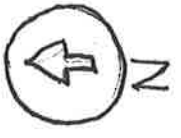
(3) Figure 3-24 illustrates the criteria for the transverse grade beginning 200 feet (61 m) beyond the runway end.

(4) The top elevation of the concrete bases for NAVAIDs located in the RSA must not be higher than 3 inches (76 mm) above the finished grade. Other grading requirements for NAVAIDs located in the RSA are, in most cases, more stringent than those stated above. See Chapter 6.

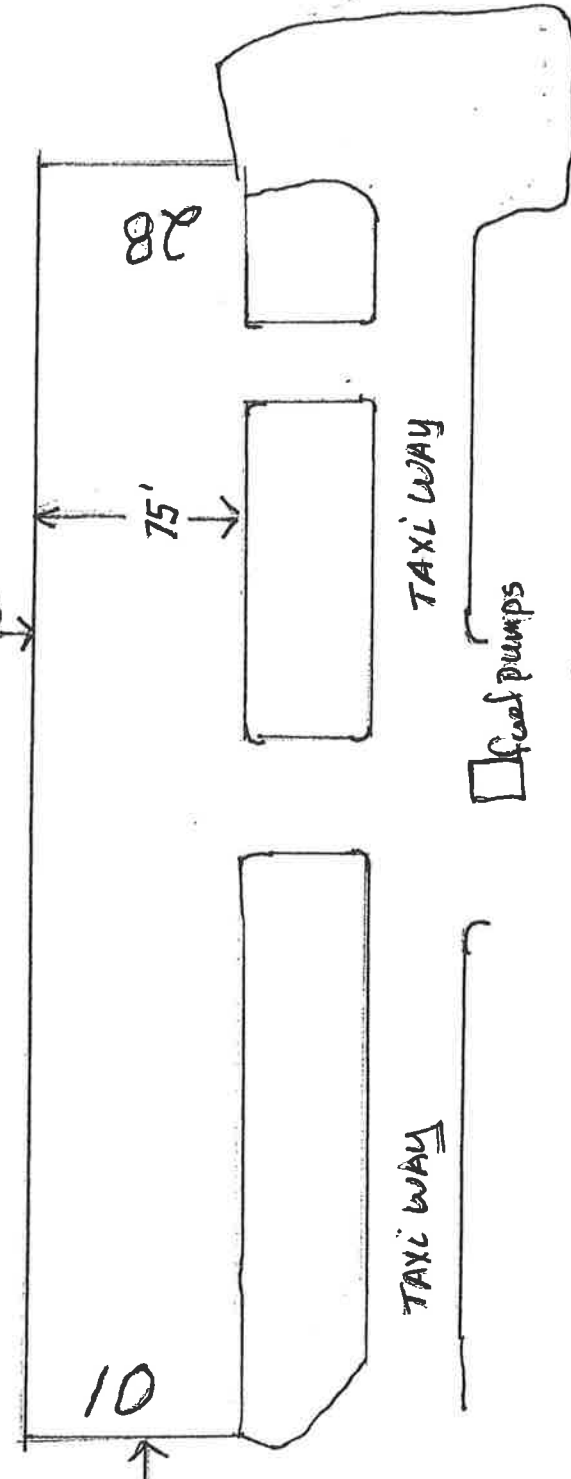
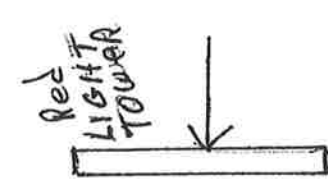
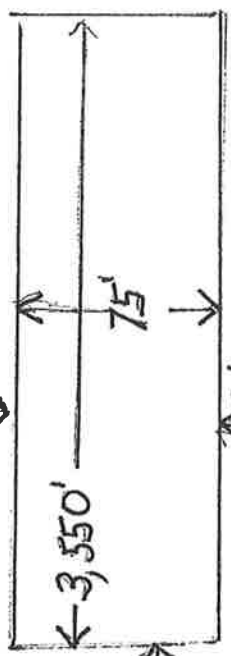
314. **Turf runways.**

Turf runways are a low cost alternative to paved runways. Turf runways can be used in many locations where traffic volume is low and aircraft wheel loading is light, such as small aircraft with low approach and takeoff speeds. Turf runways are preferred by some pilots, especially those flying aircraft with tailwheel or tailskid type landing gear, gliders, agriculture sprayers, and aircraft with tundra tires. Turf runways are normally not compatible with instrument procedures without Flight Standards approval.

a. **Runway length.** Due to the nature of turf runways, landing, takeoff, and accelerate-stop distances are longer than for paved runways. For landing and accelerate-stop, the distance is longer due to less friction available for braking action. For takeoff, the uneven ground surface and higher rolling resistance increases takeoff distances as compared to paved surfaces. It is recommended that distances for aircraft (landing, takeoff, and accelerate-stop) be increased by a factor of 1.2.



PAP LIGHTS
 ○ ○ ← 303'





August 23, 2016

Dr. Glenn Burns, Board President
Fairfield County Airport Authority
3430 Old Columbus RD
Carroll, OH 43112

Re: 15650-01

*Fairfield County Airport
Lancaster, Ohio
Relocate/Rehabilitate VGSI (PAPI's)
Runway 10/28 AIP 3-39-0044-025-2015*
**Change Order #1 and
Application for Payment #3**

Dear Dr. Burns;

Enclosed is the Balancing Change order on the above project resulting in a final construction value of \$131,663.75 for a reduction in the total project value of (\$1,270.25). Also included is the contractor's third application for payment and invoice for work completed through 27 July 2016 in the amount of \$3,750.00 We have reviewed these documents and found them to be consistent the project value and our records minus retainage. Please review and process the change order and application for execution and payment.

Please return one copy of each of the executed documents for our records.
Feel free to contact our office if you have any questions.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.



Greg Heaton, PE
Project Manager

Enclosures: Change Order #1 and Jess Howard Electric Company Application and Certification for Payment #3 (3-copies each)

Copy: S. Knisley – Secretary, FCAA
File – CMT

FINAL CHANGE ORDER

Order No. #1
Date: 28 July, 2016

Project: RELOCATE /REHABILITATE VGSI's (PAPI's) RUNWAY 10/28
Fairfield County Airport AIP # 3-39-015-2015, CMT Project # 15605-01-06
Owner: The Fairfield County Airport Authority
Contractor: Jess Howard Electric Company

The following changes are hereby made to the Contract Documents:

FIRST AND FINAL BALANCING CHANGE ORDER: SEE ATTACHED

<u>Total Add</u>	<u>\$</u>	<u>3,000.00.</u>
<u>Total Deduct</u>	<u>\$</u>	<u>(4,270.25)</u>
<u>C/O Value</u>	<u>\$</u>	<u>(1,270.25)</u>

Original Contract Price:	\$	<u>132,934.00.</u>
Previous Adjustments:	\$	<u>0.00.</u>
Adjustment This Change Order:	\$	<u>(1,270.25)</u>
Total Adjusted Contract Price:	\$	<u>131,663.75.</u>

Change to Contract Time: NONE

Approved: Jess Howard Vice President 7/29/16
Contractor Title Date

Approved: [Signature] Vice President 8/23/16
Consultant Title Date

Approved: [Signature] Board President 9-12-16
Authority Title Date

Engineering Change Order # 1
THE FAIRFIELD COUNTY AIRPORT AUTHORITY
FAIRFIELD COUNTY AIRPORT
LANCASTER, OHIO

RELOCATE /REHABILITATE VGSI's (PAPI's) RUNWAY 10/28

Date: July 28th, 2016

The following Engineering Change Order will modify, change, delete/add to, the requirements of the contract documents for this project. The articles contained in this change order take precedence over the requirements of the previously published contract documents. Where any article of the contract specifications are modified or any paragraph, subparagraph, or clause thereof is modified or deleted by the articles contained in this addendum, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

DESCRIPTION

This Change Order, Includes quantity adjustments for various items for project balancing:
Decrease the following bid items:

3B	L-108	3-1/C #8XLP-USE, 1 #10GND IN 1.5" UNIT DUCT CABLE IN DUCT REQUIRED:	LF (265)	@ \$11.85	= (\$3,140.25)
4	L-110	3" DIRECTIONAL BORE, HDPE CONTINUOUS DUCT:	LF (50)	@ \$22.60	= (\$1,130.00)

Add the following bid items:

6B-1	XL-120	ADD INTERNAL BAFFLES, L-881 AIRPORT PAPI SYSTEM (LED)	SYS 2	@ \$ 1,500.00	= \$3000.00
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ITEM A: REVISIONS TO BIDDING DOCUMENTS

As Noted Above.

ITEM B: REVISIONS TO DRAWINGS

As Noted Above.

ITEM C: REVISIONS TO TECHNICAL SPECIFICATIONS

As Noted Above.

ITEM D: COST ESTIMATE

As Noted Above.

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner : **Fairfield County Airport Authority**

3430 Old Columbus Road
Carroll, OH 43112

Contractor: **Jess Howard Electric Company**

6630 Taylor Road
Blacklick, OH 43004

CONTRACT FOR: **Electrical**

PROJECT:

**Fairfield County Airport
Rehabilitate PAPI
3430 Old Columbus Rd**

APPLICATION NO: **3**
PERIOD TO: **08/23/16**
AIP #: **3-39-0044-025-2015**
CMT #: **15650-01**
CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

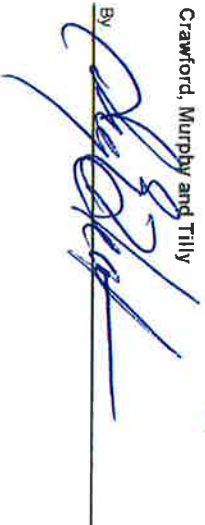
1. ORIGINAL CONTRACT SUM **\$132,934.00**
2. Net change by Change Orders **-\$1,270.25**
3. CONTRACT SUM TO DATE **\$131,663.75**
4. TOTAL COMPLETED AND STORED TO DATE **\$131,663.75**
5. TOTAL PERCENT COMPLETED TO DATE **100.00%**
6. RETAINAGE
 - a. of Completed Work **\$5,317.36**
 - b. of Stored Materials **\$0.00**
 - Total Retainage **\$5,317.36**
7. TOTAL EARNED LESS RETAINAGE **\$126,346.39**
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT **\$122,596.39**
9. CURRENT PAYMENT DUE **\$3,750.00**
10. BALANCE TO FINISH, INCLUDING RETAINAGE **\$5,317.36**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$3,000.00	\$4,270.25
TOTALS		\$3,000.00	\$4,270.25
NET CHANGES by Change Order			-\$1,270.25

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

Jess Howard Electric Company
By:  Date: **8/23/2016**

Fairfield County Airport Authority
By:  Date: **9-12-16**

Crawford, Murphy and Tilly
By:  Date: **8/25/16**

REQUEST FOR PAYMENT

Owner
Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, OH 43112

Contractor
Jess Howard Electric Company
6630 Taylor Road
Blacklick, OH 43004

PROJECT NAME Fairfield County Airport
Rehabilitate PAPI
AIP NO. 3-39-0044-025-2015
ESTIMATE NO. 3
DATE 8/23/2016

BID ITEM	NO.	DESCRIPTION	UNIT OF MEASURE	ORIGINAL PLAN QUANTITY	UNIT PRICE \$	CONTRACT AMOUNT	UNITS COMP. THIS ESTIMATE	TOTAL AMOUNT COMPLETED THIS ESTIMATE	UNITS COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE
1	G-105	Mobilization	ls	1	\$ 1,500.00	\$ 1,500.00	0.5	\$ 750.00	1	\$ 1,500.00
2	G40-05	Maintenance of traffic	ls	1	\$ 3,115.00	\$ 3,115.00	-	-	1	\$ 3,115.00
3A	L-108	3-1/c #6 XLP-USE, 1-#8 ground in 1 1/2" unit duct cable in duct required	lf		\$ 12.25	\$ -				
3B	L-108	3-1/c #8 XLP-USE, 1-#10 ground in 1 1/2" unit duct cable in duct required	lf	4800	\$ 11.85	\$ 56,880.00			4535	\$ 53,739.75
C.O.1	L-108	3-1/c #8 XLP-USE, 1-#10 ground in 1 1/2" unit duct cable in duct required	lf	-265	\$ 11.85	\$ (3,140.25)				
4	L-110	5" Directional bore, HDPE continuous duct	lf	350	\$ 28.90	\$ 10,115.00			350	\$ 10,115.00
5	L-110	3" Directional bore, HDPE continuous duct	lf	330	\$ 22.60	\$ 7,458.00			280	\$ 6,328.00
C.O.1	L-110	3" Directional bore, HDPE continuous duct	lf	-50	\$ 22.60	\$ (1,130.00)				
6A	L-120	L-881 Airport PAPI system (incandescent)	sys		\$ 20,185.00	\$ -				
6B	L-120	L-881 Airport PAPI system (LED)	sys	2	\$ 22,583.00	\$ 45,166.00			2	\$ 45,166.00
7	L-150	PAPI sitework	ea	2	\$ 2,475.00	\$ 4,950.00			2	\$ 4,950.00
8	L-120	Existing NAV/AID and foundation removal	ea	3	\$ 1,250.00	\$ 3,750.00			3	\$ 3,750.00
C.O.1		Additional Internal Baffles	ls	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	1	\$ 3,000.00
TOTAL CONTRACT AMOUNT DELIVERED MATERIALS TOTAL						\$ 131,663.75		\$ 3,750.00		\$ 131,663.75
TOTAL						\$ 3,750.00		\$ 3,750.00		\$ 131,663.75



August 23, 2016

Dr. Glenn Burns, Board President
Fairfield County Airport Authority
3430 Old Columbus RD
Carroll, OH 43112

Re: 15650-01

*Fairfield County Airport
Lancaster, Ohio
Relocate/Rehabilitate VGSI (PAPI's)
Runway 10/28 AIP 3-39-0044-025-2015*
Final Application for Payment

Dear Dr. Burns;

Enclosed is the contractor's fourth and final application for payment and invoice for work on the above project. This application is a request for release of retainage in the amount of \$5,317.36. We have reviewed this request and application and found it to be consistent with the final project value and our records. Please review and process this final application for execution and payment.

Please return one copy of the executed document for our records.
Feel free to contact our office if you have any questions.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.



Greg Heaton, PE
Project Manager

Enclosures: Jess Howard Electric Company Application and Certification for Payment #4 &
Request for Release of Retainage (3-Copies)

Copy: S. Knisley – Secretary, FCAA
File – CMT

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: **Fairfield County Airport Authority**
 3430 Old Columbus Road
 Carroll, OH 43112

Contractor: **Jess Howard Electric Company**
 6630 Taylor Road
 Blacklick, OH 43004

CONTRACT FOR: **Electrical**

PROJECT: **Fairfield County Airport Rehabilitation PAPI**

APPLICATION NO: **4 & Final**
 PERIOD TO: **08/23/16**
 AIP #: **3-39-0044-025-2015**
 CMT #: **15650-01**
 CONTRACT DATE: **8/23/2016**

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.


1. ORIGINAL CONTRACT SUM **\$132,934.00**
2. Net change by Change Orders **-\$1,270.25**
3. CONTRACT SUM TO DATE **\$131,663.75**
4. TOTAL COMPLETED AND STORED TO DATE **\$131,663.75**
5. TOTAL PERCENT COMPLETED TO DATE **100.00%**
6. RETAINAGE
 - a. of Completed Work **\$0.00**
 - b. of Stored Materials **\$0.00**
 - Total Retainage **\$0.00**
7. TOTAL EARNED LESS RETAINAGE **\$131,663.75**
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT **\$126,346.39**
9. CURRENT PAYMENT DUE **\$5,317.36**
10. BALANCE TO FINISH, INCLUDING RETAINAGE **\$0.00**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$3,000.00	\$4,270.25
TOTALS	\$3,000.00	\$4,270.25
NET CHANGES by Change Order		-\$1,270.25

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

Jess Howard Electric Company
 By:  Date: **8/23/2016**

Fairfield County Airport Authority
 By:  Date: **9-12-16**

Crawford, Muppy and Tilly
 By:  Date: **8/25/16**

REQUEST FOR PAYMENT

Owner
Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, OH 43112

Contractor
Jesse Howard Electric Company
6630 Taylor Road
Blacklick, OH 43004

PROJECT NAME Fairfield County Airport
Rehabilitate PAPI
AIP NO. 3-39-0044-025-2015
ESTIMATE NO. 4 & Final
DATE 8/23/2016

BID ITEM	NO.	DESCRIPTION	UNIT OF MEASURE	ORIGINAL PLAN QUANTITY	UNIT PRICE \$	CONTRACT AMOUNT	UNITS COMP. THIS ESTIMATE	TOTAL AMOUNT COMPLETED THIS ESTIMATE	UNITS COMPLETE TO DATE	TOTAL AMOUNT COMPLETED TO DATE
1	G-105	Mobilization	ls	1	\$ 1,500.00	\$ 1,500.00		\$ -	1	\$ 1,500.00
2	G40-05	Maintenance of traffic	ls	1	\$ 3,115.00	\$ 3,115.00		\$ -	1	\$ 3,115.00
3A	L-108	3-1/c #8 XLP-USE, 1 #8 ground in 1 1/2" unit duct cable in duct required	lf		\$ 12.25	\$ -		\$ -		\$ -
3B	L-108	3-1/c #8 XLP-USE, 1 #10 ground in 1 1/2" unit duc cable in duct required	lf	4800	\$ 11.85	\$ 56,880.00		\$ -	4535	\$ 53,739.75
C.O.1	L-108	3-1/c #8 XLP-USE, 1 #10 ground in 1 1/2" unit duc cable in duct required	lf	-265	\$ 11.85	\$ (3,140.25)		\$ -		\$ -
4	L-110	5" Directional bore, HDPE continuous duct	lf	350	\$ 28.90	\$ 10,115.00		\$ -	350	\$ 10,115.00
5	L-110	3" Directional bore, HDPE continuous duct	lf	330	\$ 22.60	\$ 7,458.00		\$ -	280	\$ 6,328.00
C.O.1	L-110	3" Directional bore, HDPE continuous duct	lf	-50	\$ 22.60	\$ (1,130.00)		\$ -		\$ -
6A	L-120	L-881 Airport PAPI system (incandescent)	sys		\$ 20,185.00	\$ -		\$ -		\$ -
6B	L-120	L-881 Airport PAPI system (LED)	sys	2	\$ 22,583.00	\$ 45,166.00		\$ -	2	\$ 45,166.00
7	L-150	PAPI sitework	ea	2	\$ 2,475.00	\$ 4,950.00		\$ -	2	\$ 4,950.00
8	L-120	Existing NAV/AID and foundation removal	ea	3	\$ 1,250.00	\$ 3,750.00		\$ -	3	\$ 3,750.00
C.O.1		Additional Internal Barriers	ls	1	\$ 3,000.00	\$ 3,000.00		\$ -	1	\$ 3,000.00
TOTAL CONTRACT AMOUNT DELIVERED MATERIALS TOTAL						\$ 131,663.75		\$ -		\$ 131,663.75
TOTAL						\$ 131,663.75		\$ -		\$ 131,663.75

CONTRACT AGREEMENT

Fairfield County Airport

AIP Project # _____

THIS AGREEMENT, made as of September 12, 2016 is

BY AND BETWEEN

the OWNER: Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, Ohio 43112

and the CONTRACTOR: Walsh Construction Group
685 S Front Street
Columbus, Ohio 43206

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Fairfield County Airport, Lancaster, Ohio, generally described as follows;

TERMINAL BUILDING REROOF AND MANSARD ALTERATIONS

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

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:

\$ 115,900.00

(Amount in Numerals)

One Hundred Fifteen Thousand Nine Hundred Dollars and Zero 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 45 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.

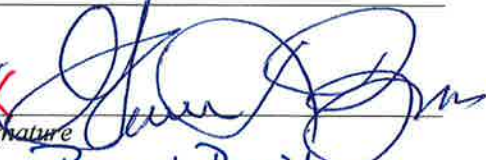
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Fairfield County Airport Authority

Address: 3430 Old Columbus Rd NW

Carroll OH 43112

By: 
Board President
Title of Representative

CONTRACTOR

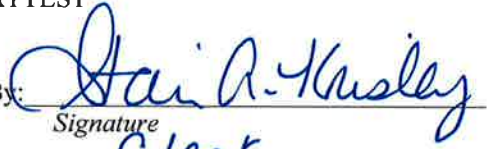
Name: WALSH CONSTRUCTION GROUP, LLC

Address: 685 S FRONT STREET

COLUMBUS, OH 43206

By: 
PRESIDENT
Title of Representative

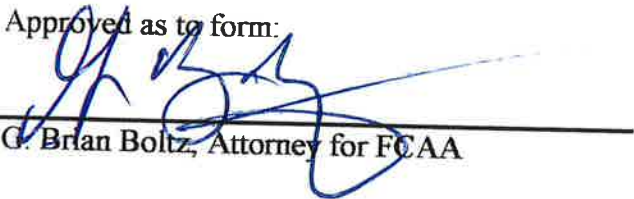
ATTEST

By: 
Clerk
Title

ATTEST

By: _____
Signature
Title

Approved as to form:


G. Brian Boltz, Attorney for FCAA

PERFORMANCE BOND

Bond Number
601109377

PRINCIPAL *(Legal Name and Business Address)*

Walsh Construction Group, LLC 685 S Front St, Columbus, OH 43206

SURETY *(Legal Name and Business Address)*

The Ohio Casualty Insurance Company
9450 Seward Rd, Fairfield, OH 45014

STATE OF INCORPORATION

Ohio

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Hundred Fifteen Thousand Nine Hundred And No/100 Dollars (\$115,900.00)

CONTRACT NO.

CONTRACT DATE

August 23, 2016

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the Fairfield County Airport Authority, County of Fairfield, Ohio, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Terminal Building Reroof and Mansard Alterations

Project Location: Fairfield County Airport, Lancaster, Ohio

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefore to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the 23rd day of August, 2016.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature:  _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST: Walsh Construction Group, LLC

Corporate Name: _____

Signature:  _____

Name and Title: Michael Walsh, President

(Affix Corporate Seal)

SURETY:

ATTEST:

Signature:



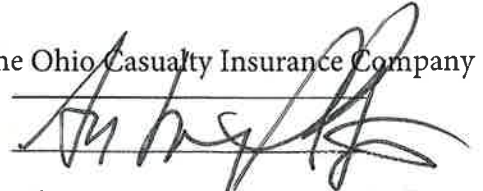
Name and Title: Roma L Painter, Witness

(Affix Seal)

Surety Name:

The Ohio Casualty Insurance Company

Signature:



Name and Title: Anthony P Painter, Attorney-In-Fact

(Attach Power of Attorney)

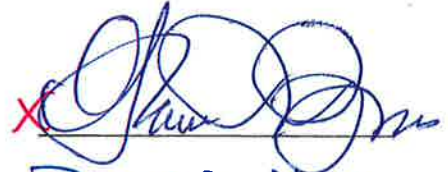
OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date:

9/12/2016

Signature:



Name and Title:

Board President

ATTEST:

Signature:



Name and Title: Staci A. Knisley, Clerk

(Affix Seal)

PAYMENT BOND

Bond Number
601109377

PRINCIPAL *(Legal Name and Business Address)*

Walsh Construction Group, LLC 685 S Front St, Columbus, OH 43206

SURETY *(Legal Name and Business Address)*

The Ohio Casualty Insurance Company
9450 Seward Rd, Fairfield, OH 45014

STATE OF INCORPORATION

Ohio

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Hundred Fifteen Thousand Nine Hundred And No/100 Dollars \$115,900.00)

CONTRACT NO.

CONTRACT DATE

August 23, 2016

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the Fairfield County Airport Authority, County of Fairfield, Ohio, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Terminal Building Reroof and Mansard Alterations

Project Location: Fairfield County Airport, Lancaster, Ohio

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed there under or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the 23rd day of August, 2016.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: Walsh Construction Group, LLC


Signature: 

Name and Title: Michael Walsh, President

(Affix Corporate Seal)

SURETY:

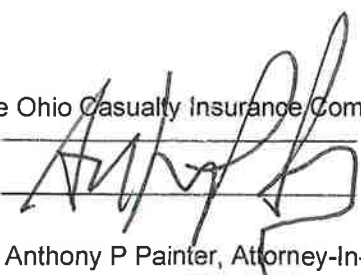
ATTEST:

Signature: 

Name and Title: Roma L Painter, Witness

(Affix Seal)

Surety Name: The Ohio Casualty Insurance Company

Signature: 

Name and Title: Anthony P Painter, Attorney-In-Fact

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: **601109377**

Principal: Walsh Construction Group, LLC

Agency Name: ADKISSON INSURANCE AGENCY INC

Obligee: Fairfield County Airport

Agent Code: **166402**

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: William H. Adkisson, G. S. Adkisson, Jennifer M. Bell, Anthony P. Painter, Thomas J. Litman of FORT WRIGHT, Kentucky its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 23rd day of August, 2016.



Gregory W. Davenport, Assistant Secretary

**CONTRACT AGREEMENT
FAIRFIELD COUNTY AIRPORT**

THIS AGREEMENT, made as of September 12, 2016 is

BY AND BETWEEN

the OWNER: Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, Ohio 43112

and the CONTRACTOR: The Shelly Company
80 Park Drive
Thornville, Ohio 43076

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at FAIRFIELD COUNTY AIRPORT, Carroll, Ohio, generally described as follows;

REHABILITATE RUNWAY 10/28
(BASE BID)

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

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:

\$ 617,418.50

(Amount in Numerals)

Six Hundred Seventeen Thousand Four Hundred Eighteen 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 103 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: Fairfield County Airport Authority

Address: 3430 Old Columbus Rd NW

Carroll, Ohio 43112

By:

[Signature]
Signature

Board President

Title of Representative

CONTRACTOR

Name: The Shelly Company

Address: 80 Park Drive

Thornville, Ohio 43076

By: [Signature]

Signature

Vice President

Title of Representative

ATTEST

By: [Signature]

Signature

Cheek

Title

ATTEST

By: [Signature]

Signature

Contract Administration

Title

Approved as to form:

[Signature]
G. Brian Boltz, Attorney for FCAA

BID GUARANTY AND
CONTRACT BOND

7304131

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned THE SHELLY COMPANY

P.O. BOX 266, THORNVILLE, OH 43076

(Name and Address)

as Principal and LIBERTY MUTUAL INSURANCE COMPANY

(Name of Surety)

175 BERKELEY STREET, BOSTON, MA 02116

as Surety,

are hereby held and firmly bound unto the The Fairfield County Airport Authority

3430 Old Columbus Road Carroll, Ohio 43235

as Obligeo in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligeo on May 27, 2016 to undertake the project known as:

Fairfield County Rehabilitate Runway 10/28 15650-04

868001

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligeo, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligeo, which are accepted by the Obligeo. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligeo accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligeo the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligeo may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligeo does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligeo the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligeo accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 27th day of May, 2016.

PRINCIPAL:

THE SHELLY COMPANY

BY: 
Aaron Mollenkamp

TITLE: Vice President

SURETY: LIBERTY MUTUAL INSURANCE COMPANY

BY: 
TINA DAVIS

Attorney-in-Fact

SURETY COMPANY ADDRESS:

175 BERKELEY STREET

Street

BOSTON, MA 02116

City

State

Zip

513-984-2840

Telephone

SURETY AGENT'S ADDRESS:

MARSH USA INC.

Agency Name

15 W. SOUTH TEMPLE, STE. 700

Street

SALT LAKE CITY, UT 84101

City

State

Zip

801-533-3624

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7304131

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper; Lindsey Plattner; Lisa Hall; Tina Davis

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of May, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2015

Assets		Liabilities	
Cash and Bank Deposits	\$753,038,641	Unearned Premiums	\$6,580,520,311
*Bonds — U.S Government	1,547,613,446	Reserve for Claims and Claims Expense.....	16,917,138,677
*Other Bonds.....	11,088,162,545	Funds Held Under Reinsurance Treaties.....	210,794,503
*Stocks.....	9,919,835,033	Reserve for Dividends to Policyholders.....	358,033
Real Estate	295,926,247	Additional Statutory Reserve	29,659,093
Agents' Balances or Uncollected Premiums.....	4,487,501,643	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	120,872,424	Other Liabilities	<u>2,789,478,276</u>
Other Admitted Assets.....	<u>14,130,266,527</u>	Total.....	<u>\$26,527,948,893</u>
Total Admitted Assets.....	<u>\$42,343,216,506</u>	Special Surplus Funds.....	\$67,890,944
		Capital Stock.....	10,000,000
		Paid in Surplus.....	8,829,183,823
		Unassigned Surplus.....	6,908,192,846
		Surplus to Policyholders	<u>15,815,267,613</u>
		Total Liabilities and Surplus	<u>\$42,343,216,506</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 15th day of March, 2016.

T. Mikolajewski

Assistant Secretary

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

LIBERTY MUTUAL INSURANCE COMPANY

NAIC No. 23043

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

Mary Taylor

Mary Taylor, Lt. Governor/Director

CONTRACT AGREEMENT

Fairfield County Airport

AIP Project #: _____

THIS AGREEMENT, made as of September 17, 2016 is

BY AND BETWEEN

the OWNER: Fairfield County Airport Authority
3430 Old Columbus Road
Carroll, Ohio 43112

and the CONTRACTOR: Jess Howard Electric Co.
6630 Taylor Rd
Blacklick, OH 43304

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Fairfield County Airport, Carroll, Ohio, generally described as follows;

RUNWAY LIGHTING REHABILITATION

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

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:

\$ 233,296.00

(Amount in Numerals)

Two Hundred Thirty Three Thousand Two Hundred Ninety Six Dollars

(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 96 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: Fairfield County Airport Authority
Address: 3430 Old Columbus RdNW
Carroll OH 43112

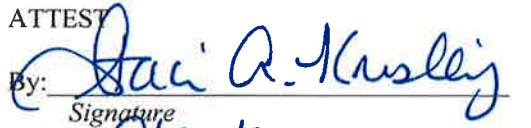
By: 
Signature
Board President
Title of Representative

CONTRACTOR

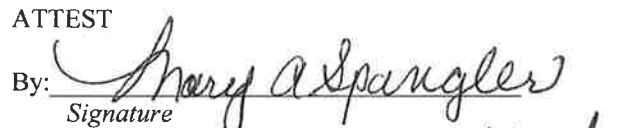
Name: Jess Howard Electric
Address: 6636 Taylor Rd
Blacklick OH 43004

By: 
Signature
VICE President
Title of Representative

ATTEST

By: 
Signature
Clerk
Title

ATTEST

By: 
Signature
Administrative Assistant
Title

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Jess Howard Electric Co.

6630 Taylor Road Blacklick, OH 43004

as principal and Federal Insurance Company

as sureties, are hereby held and firmly bound unto Fairfield County Airport
3430 Old Columbus Road Carroll, OH 43112

as obligee in the penal sum of the dollar amount of the bid submitted by the
principal to the obligee on May 27, 2016 to undertake the project known as
Runway Lighting Rehabilitation at the Fairfield County Airport, Project No. 16650-01

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of Two Hundred Thirty Three Thousand Two Hundred Ninety Six Dollars (\$233,296.00) dollars.

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 27th day of May, 2016

PRINCIPAL
Jess Howard Electric Co.

BY: Walter C. Hayward V.P.

TITLE: Vice-President

SURETY: Federal Insurance Company

BY: Amy M. Perdue
Attorney-in-Fact
Amy M. Perdue



SURETY COMPANY ADDRESS:
15 Mountain View Road
Street
Warren, NJ 07059
City State Zip

SURETY AGENT'S ADDRESS:
Overmyer Hall Associates
1600 W. Lane Avenue, Suite 200
Columbus, OH 43221



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jack Kehl, Gregory R. Overmyer, Amy M. Perdue, Nancy Santho and Stephanie M. White of Columbus, Ohio

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations. In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th day of April, 2015.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY
County of Somerset

ss.

On this **15th day of April, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:**

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 27th day of May, 2016



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

<u>ASSETS</u>		<u>LIABILITIES AND SURPLUS TO POLICYHOLDERS</u>	
Cash and Short Term Investments.....	\$ 687,917	Outstanding Losses and Loss Expenses.....	\$ 12,174,848
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums.....	3,726,665
Other Bonds.....	4,491,238	Dividends Payable to Stockholder.....	1,400,000
Stocks	692,901	Ceded Reinsurance Premiums Payable.....	329,694
Other Invested Assets.....	<u>2,187,839</u>	Provision for Reinsurance	35,560
		Other Liabilities.....	<u>1,295,093</u>
TOTAL INVESTMENTS	<u>17,603,992</u>	TOTAL LIABILITIES	<u>18,961,860</u>
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,679,770	Capital Stock.....	20,980
Pacific Indemnity Company.....	2,930,246	Paid-In Surplus.....	3,106,809
Executive Risk Indemnity Inc.....	1,267,144	Unassigned Funds	<u>10,150,916</u>
Chubb Insurance Investment Holdings Ltd....	1,020,650		
CC Canada Holdings Ltd.....	590,955	 	
Great Northern Insurance Company	469,230	SURPLUS TO POLICYHOLDERS.....	<u>13,278,705</u>
Chubb Insurance Company of Australia Ltd.	404,845		
Vigilant Insurance Company.....	306,232		
Chubb European Investment Holdings SLP ..	294,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	<u>1,447,072</u>		
TOTAL ADMITTED ASSETS	<u>\$ 32,240,565</u>	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS.....	<u>\$ 32,240,565</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of \$546,611,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary _____ of the Federal Insurance Company

being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me
this March 11, 2016.

Jeanette Shipsey

Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros

Assistant Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 04/01/2016

Effective 04/02/2016

Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FEDERAL INSURANCE COMPANY

of Indiana is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$32,240,564,736, liabilities in the amount of \$18,961,859,982, and surplus of at least \$13,278,704,754.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$1,538.22	n/a	August fuel sales	8/1-8/31
Sundowner Aviation	\$1,310.50	n/a	August hangar rent	8/1-8/31
Sundowner Aviation	\$154.80	n/a	May jet fuel sales (missed total combined jet fuel)	5/1-5/31
Sundowner Aviation	\$84.00	n/a	June jet fuel sales (missed total combined jet fuel)	6/1-6/30
CMT	\$5,960.40	110408	engineering services for the VGSJ (PAPIS) Runway 10/28 project	7/2-7/29/16
CMT	\$330.00	110417	engineering services for rehabilitation of runway 10/28 lighting project	7/2-7/29/16
CMT	\$390.00	110418	engineering services for rehabilitation of runway 10/28 lighting project	7/2-7/29/16
Superior Petroleum Equipment	\$192.90	17330-PM	service to fuel equipment	8/26/2016
WebChick	\$650.00	n/a	website design renewal & update	10.1.16-9.30.17
Precision Overhead Door	\$2,900.00	17042	Hangar O repair	8.19.16
Fairfield County SWCD	\$1,388.63	2016-20	treatment/clearing along south fence	8.10-8.19.16
Huber Contracting	\$10,000.00	1681	repair and labor to HAS Hangar door	9.8.16
Total Invoices for Approval for the 9/12 Meeting	\$24,899.45			

PROPOSED HANGAR BAY FEES FOR 2017

Hangar Buildings – ANNUAL LEASES

Hangar J – \$775.

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

Bay #	Sq Ft	18 cents	18.5 cents	Store 7.8cents	Store 8cents	Total
F1-F10	1276	\$230				\$230
F (West Gar)	638			638		\$50
F (East Gar)	638 [Currently used for storage of airport Snow Removal Equipment]					
G2-G5 & G7-G10	1276	\$230				\$230
G1&G6	1914	1276/\$230		638/\$50		\$280
O1-O5 & O7-O12	1276	\$230				\$230
O6	1914	1276/\$230		638/\$50		\$280
O (North Gar)	638			638		\$50
P2-P9 & P11-P20	1079		\$200			\$200
P1&P10	1579		1079/\$200		500/\$40	\$240
Q2-Q9 & Q11-Q20	1079		\$200			\$200
Q1&Q10	1579		1079/\$200		500/\$40	\$240

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

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

LEASE AGREEMENT FOR "R" HANGARS

This Lease Agreement, made and entered into at Carroll, Ohio, on the date hereinafter written, by and between the FAIRFIELD COUNTY AIRPORT AUTHORITY, 3430 Old Columbus Rd, NW Carroll, Ohio 43112, hereinafter referred to as "Lessor" and THE Ohio Skydiving Center, LLC hereinafter referred to as "Lessee," WITNESSETH:

Name: THE Ohio Skydiving Center, LLC

Address: 774 Manchester Circile N., Pickerington Ohio 43147

Phone #614-302-3768

Email Address: admin@ohioskydivingcenter.com

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 Corporate Box Hangar Unit Number R1 (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 3 (three) years commencing **October 1, 2016** and ending on **September 30, 2019**. 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 \$ 510 per month through December 31 of the year of this Lease and then effective January 1 of each succeeding year, the rent may 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. UTILITIES

Lessee shall pay, as they become due, charges for electricity furnished to the hangar and shall cause the electric meter for the hangar to be placed in the name of the Lessee and direct that all statements to be mailed to Lessee at its address.

V. 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 accepted.

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. Lessee shall use the lock(s) provided by Lessor and will not change or add additional locks without the consent of Lessor. Lessor shall be authorized to enter the Leased Premises at any time for emergencies.

f. Lessee is permitted to obtain the services of a licensed aircraft mechanic or technician within the leased premises to conduct maintenance services. 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, maintenance may be conducted on the ramp adjacent to the leased hangar but otherwise shall not be conducted on any other 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 EPA approved 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 FairfieldCountyAirport.com website.

j. Painting of aircraft or other vehicles in the leased Hangar is not permitted.

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. The use of an electric block heater is permitted.

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

r. 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.

s. 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.

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

u. 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.

VI. RIGHT OF INSPECTION

a. Except for emergency purposes, as provided above in Paragraph V.e. , Lessor shall provide Lessee 48 hour notification before entering the leased premises for inspection or to make repairs, additions, or alterations as may be necessary for the safety, improvement, or preservation of the Leased Premises.

VII. 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 lease, and at its cost, shall maintain comprehensive liability insurance, by a company or companies acceptable to Lessor, insuring Lessor and Lessee against claims based upon personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of Lessee, its agents, employees or servants and further, 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 provide the Lessor a valid Certificate of Insurance upon acceptance of this agreement. The minimum required insurance limits shall be as follows, provided however, said minimal limits shall be subject to change as determined by Lessor and if increased, written notice will be provided to the Lessee:

Property Damage - \$1,000,000.00

Bodily Injury Liability - \$100,000.00 per person; and \$500,000.00 per accident

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insureds 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. ACKNOWLEDGMENT 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. The floor of the hangar and the area surrounding it shall not be altered or utilization made of the area beneath the existing surface.

IX. 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.

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.

X. 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.

XI. SUBLETTING

a. Lessee shall not at any time assign, sell, convey, or sublet this Lease or any part of it without the consent of the Lessor, which will not be unreasonably withheld. If any of these changes occur, the Lessor, at its option, may require a new Lease Agreement to be entered into.

XII. OPTION TO RENEW

~~a. Lessee shall have the right to renew this Lease for three (3) additional terms of one (1) year each, provided that Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:~~

~~1. Not Less than thirty (30) days nor more than sixty (60) days before the termination of the initial term of this Lease or any renewals thereof, Lessee shall notify Lessor in writing of Lessee's election to lease the Leased Premises for an additional term of one (1) year.~~

~~2. If Lessees fail to comply with the terms of this Lease or if it is delinquent in the payment of the rent or if the Lease is otherwise terminated by the provisions herein or by operation of law, then and in that event Lessees shall have no right to exercise this option and the same shall terminate.~~

XIII. 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. 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.

XV. GOVERNING LAW

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

XVI. 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.

XVII. SEVERABILITY

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

XVIII. 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.

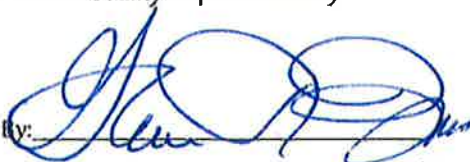
Each party to this Lease Agreement has caused it to be executed on the date indicated below.

9-16-16
Date

By: 
THE Ohio Skydiving Center, LLC, Lessee

Fairfield County Airport Authority

9-15-16
Date

By: 
Glenn R. Burns, President, Its authorized Agent, Lessor

Airport Board Approved on 9/12/16:
Jaci C. Kusley, Airport Clerk