

Regular Meeting to order

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

Also, present were: Staci Knisley, Ian Coil, Al Moyer, Steve Griffith, and Craig Weaver.

Opportunity for the Public to Address the Board

None.

Approval of the Minutes for September 8, 2025 Meeting

On motion of Jon Kochis and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve the minutes from the September 8, 2025, meeting.

Voting aye thereon: Kochis, Richardson, Burns, and Kaper.

Absent was Tom Brennan, Bill Fagan, and John Smith.

Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer stated that HAS is looking into the incandescent lighting. There are 11 units total with 4 of them out. The sockets are worn, and some cannot be replaced.

Mr. Kochis stated that he would have the lights checked to see what they need converted to.

Mr. Moyer will share his inventory and lighting map with Mr. Kochis.

Mr. Moyer reported that some components of the lights were replaced by HAS at a fraction of the costs.

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

a. Monthly Report

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

Airport Improvement – Jon Kochis & Tom Brennan

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

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

Mr. Kochis reported that the Environmental Services for the north side RFP is drafted and ready to go but recommends we wait until after the FAA teleconference in November.

- ODOT Supplemental Grant

Mr. Kochis reported that ODOT has delayed the release of the grant. The Airport Board talked last month about extending the hangar project.

Mr. Coil stated that he recommends box hangars be added rather than T-hangars. Most tenants are requesting more space within the hangar.

Mr. Kochis will take this information back to Ben Cooley with CMT.

Mr. Kochis will move forward with asking the Board of Commissioners for local match funds.

b. Seal Coating Notice for October 27th

Mr. Kochis reported that the sealcoating will start on October 27th. He will give the notice to Mr. Coil to post in the hangars that are affected.

Mr. Moyer asked about the parking lot paving that was never finished.

Mr. Kochis stated that the sealcoating project includes the HAS portion that was never finished.

Mr. Kochis added that the hangar doors be cracked 2-3 feet during the sealcoating.

c. Storm Water

- Quarterly Stormwater Visual Inspection Report

Mr. Kochis reviewed the quarterly stormwater visual inspection report; see attached to minutes.

Mr. Kochis will follow up with Soil & Water about the comments on the report.

- Jetting out Stormwater south of new hangars

Nothing new to report.

d. Hangar Construction update

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for October 13, 2025**

Mr. Kochis reported that construction is ahead of schedule. Hangars will be ready by November or December.

Mr. Kochis recommended that Mr. Coil start getting the new tenants ready for the newly constructed box hangars.

Community Relations – Michael Kaper

Mr. Kaper reported that there were a few emails related to saying the weather station was reporting the wrong time and date.

Mr. Coil reported that it is now fixed.

Facilities and Grounds – Bill Fagan (absent) & Michael Kaper

a. Painting Hangar Row Q

Mr. Coil confirmed that the numbering was completed.

Fixed Base Operator (FBO) Liaison – Scott Richardson

None.

Finance - Glenn Burns & Staci Knisley

a. Financial Reports

The Board reviewed the following financial reports:

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

b. Payment of Bills

Motion to approve retroactively September payment of invoices totaling \$114,260.37

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board motioned to approve retroactively September invoices totaling \$114,260.37; see attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, and Richardson.

Absent was Tom Brennan, Bill Fagan and Jon Smith.

Motion passed.

Approval for payment of \$6,508.03 to Purvis Brothers

On motion of Michael Kaper and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve the payment of \$6,508.03 to Purvis Brothers; see attached to minutes.

Voting aye thereon: Kaper, Richardson, Burns, and Kochis.

Absent was Bill Fagan, Tom Brennan, and John Smith.

Motion passed.

Security & Safety – Jon Kochis & John Smith (absent)

Nothing new to report.

Tenant Relations – Glenn Burns & Bill Fagan (absent)

The board reviewed the following reports and other items:

- Rent Status Spreadsheet

Ms. Knisely reported that the tenant in P18 is vacating. The tenant in Q18 is past due on rent. A letter of possible termination has been sent.

Mr. Coil reported that the tenant in Q18 has reached out and he will bring his payments due in this week.

- Hangar Waiting List

Web – Tom Brennan (absent)

None.

Old Business

- a. AEP Ohio Baltimore Transmission Line Reconstruction

Mr. Kochis reported that the letter to Ohio Power Siting Board from the Airport Board was reviewed. Russ Neiss with ODOT asked for changes to the letter. There is airspace disagreement between ODOT and Ohio Power Siting Board. Mr. Kochis recommends not changing our letter.

Mr. Kochis reported that we are waiting on ODOT to see if they wanted to write a letter on their own.

- b. Email related to stone/gravel on the ramp/taxiway

Mr. Kochis reported that as soon as paving starts, this area will get cleaned up. It will be brushed with their equipment.

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for October 13, 2025**

c. Engineer mowing

Mr. Kochis stated that the mowing is completed.

d. Request for Proposals (RFP's) received for Fixed Based Operator (FBO)

○ Appoint scoring committee

Mr. Kochis asked Mr. Burns to appoint a committee to review the RFP's.

Dr. Burns asked Mr. Kochis, Mr. Kaper, and Mr. Richardson to be on the committee to score the RFP's and make a recommendation at the November board meeting.

New Business

None.

Informational

- Ohio Department of Transportation (ODOT) letter received related to Unified Certification Programs (UCP); see attached to minutes

Calendar of upcoming events and other important dates

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

Approval to move forward with approving the QT Pod Agreement renewal after Prosecutor's approval

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to move forward with approving the QT Pod Agreement renewal after the County Prosecutor's review and approval.

Voting aye thereon: Kochis, Kaper, Burns, Richardson.

Absent was: Tom Brennan, John Smith, and Bill Fagan.

Adjournment

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 5:31 p.m.

Next Regular Meeting is Monday, November 10, 2025, at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for October 13, 2025

Meeting minutes for October 13, 2025 meeting was approved on November 10, 2025.

Aye
Glenn Burns

Aye
Bill Fagan

Aye
Tom Brennan

Aye
Jon Kochis

Aye
Michael Kaper

Aye
John S. Smith

Aye
Scott Richardson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

[illegible]

\$0.00

01623-3

309855

\$0.00

**Fairfield County Airport Authority
Board Meeting, October 13, 2025**

Engineer's Summary Report

1. Past Grant Summary
 - a. FY 21 FAA AIP – Master Plan - Closeout revisions to FAA, waiting final approval.
 - b. FY 23 FAA AIP Grant - Master Drainage Report – Closeout pending
 - c. FY 24 FAA AIP Grant – Runway 10/28 Crackseal - Closeout docs underway
 - d.
2. OH FY 22 State grant – Obstruction Removal (East).
 - a. East End - Phase 2 – On hold, check up every few months.
3. OH FY 24 State grant – Runway 28 RSA Clearing
 - a. Removal of Election House Road and RSA grading, project complete. Grant closeout drafted. Review with Staci.
 - b. AGIS submission accepted and approved
4. FY 24 FAA AIP Grant – Apron and Taxiway Rehab/Hangar Development (County funded)
 - a. Setterlin ongoing, working towards pavement sitework and asphalt paving in Oct.
 - b. Anticipated December substantial completion on project.
5. FY 26 FAA – Pending Project North side development environmental
 - a. CMT has submitted the financial plan for north apron and taxiway. FAA response has pushed environmental grant to FY26.
 - b. FAA will require consultant solicitation prior to grant funding.
 - c. **FAA teleconference November 13, 2025**
6. FY27 ODOT – Supplemental Program – Hangars
 - a. ODOT program announcement delayed until Oct 22
 - b. Proposed exhibit of hangar locations attached
7. Action Items:
 - a. ACIP updated
 - b. ODOT Supplemental and matching grants – Hangar design NTP
 - c.

FAIRFIELD COUNTY AIRPORT AUTHORITY
QUARTERLY STORMWATER VISUAL INSPECTION

LOCATION & SITE CONTACTS

Name: Fairfield County Airport Authority		Address: 3430 Old Columbus Road NW Carroll, Ohio 43112	
Telephone: 740-654-7001		Primary Facility Contact Information: Staci Knisley 740-652-7093	
Latitude: N 39° 45' 14.9508" Longitude: W 82° 39' 40.9608"			
Security: Fairfield County Sheriff 740-652-7900			
SIC Code 9999	EHS 0	County	Fairfield
Total Impervious Surface Acres: Appx 35		Municipality	Carroll
Total Facility Acres: 235.746			
Storm Water Discharge to Greenfield Creek with 100 year flood diversion toward Claypool Run (NW)			
Name(s) of water(s) that receive storm water from this facility: Hocking River			
Hocking River Watershed			

Date: 09-26-2025 **Time Storm Event Began:** NA

Estimated Total Rainfall for Storm Event: NA

SITE INSPECTION:

Issue Being Evaluated	Yes	No	N/A	Comments (stains, odors, leaks, trash, etc)
Are stored materials exposed to storm water contact?	x			
Are oily parts and/or drums exposed to storm water contact?	x			
Are the loading and unloading areas clean?	x			
Are areas around containers clean?	x			No increased staining observed.
Is the area around the covered salt storage area free of significant salt?			x	
Is the area around the fuel island and nearest catch basin clean and free of grease, oil, fuel, etc.?	x			No increased staining observed.
Is there a buildup of oil and grease in the parking lots or equipment storage areas?		x		
Are there leaks or stains around drums or aboveground storage tanks?		x		
Is the drainage swale in the south central part of the facility and catch basins clean of debris?		x		-Storm system in between paved runway and landing strip needs cleaned out.
Are trash cans and dumpsters kept covered?	x			

Issue Being Evaluated	Yes	No	N/A	Comments (stains, odors, leaks, trash, etc)
Is a stocked spill kit available at the fuel island?	x			
Are spill containment materials and stocked cleanup kits readily available?	x			
Is there evidence of soil erosion?		x		
OTHER OBSERVATIONS:				

Inspected By: Charlotte Solomon -Fairfield SWCD

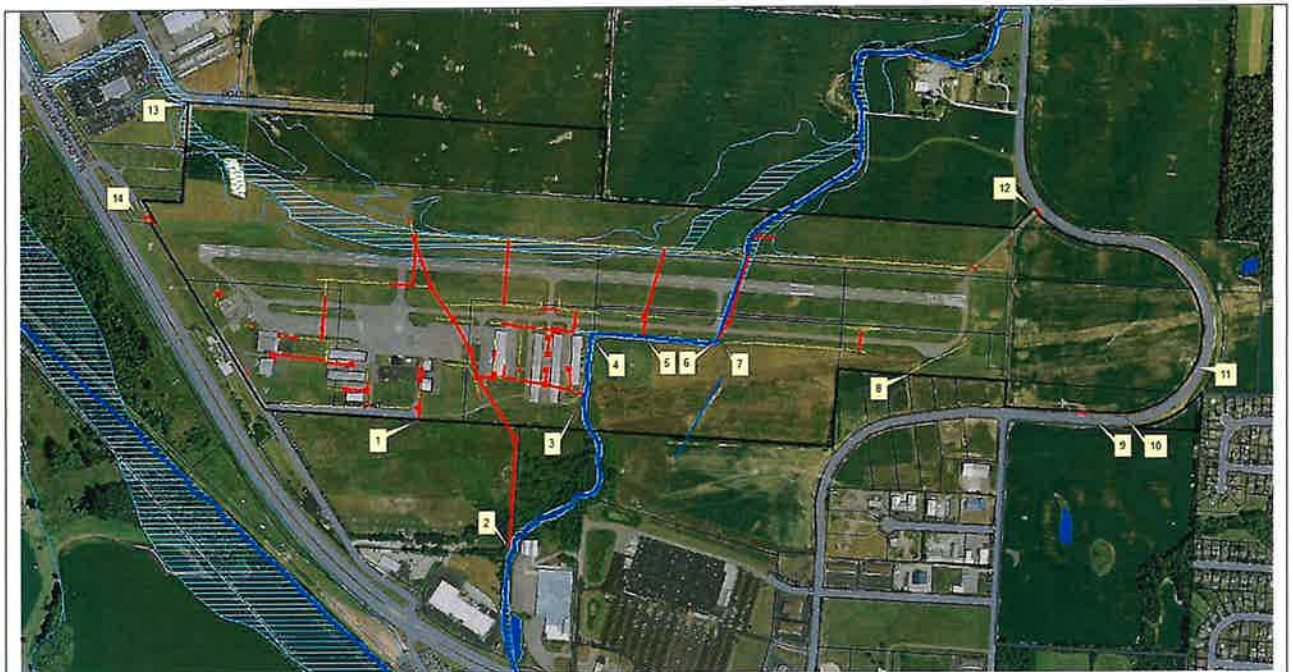
FACILITY INSPECTION PHOTOS





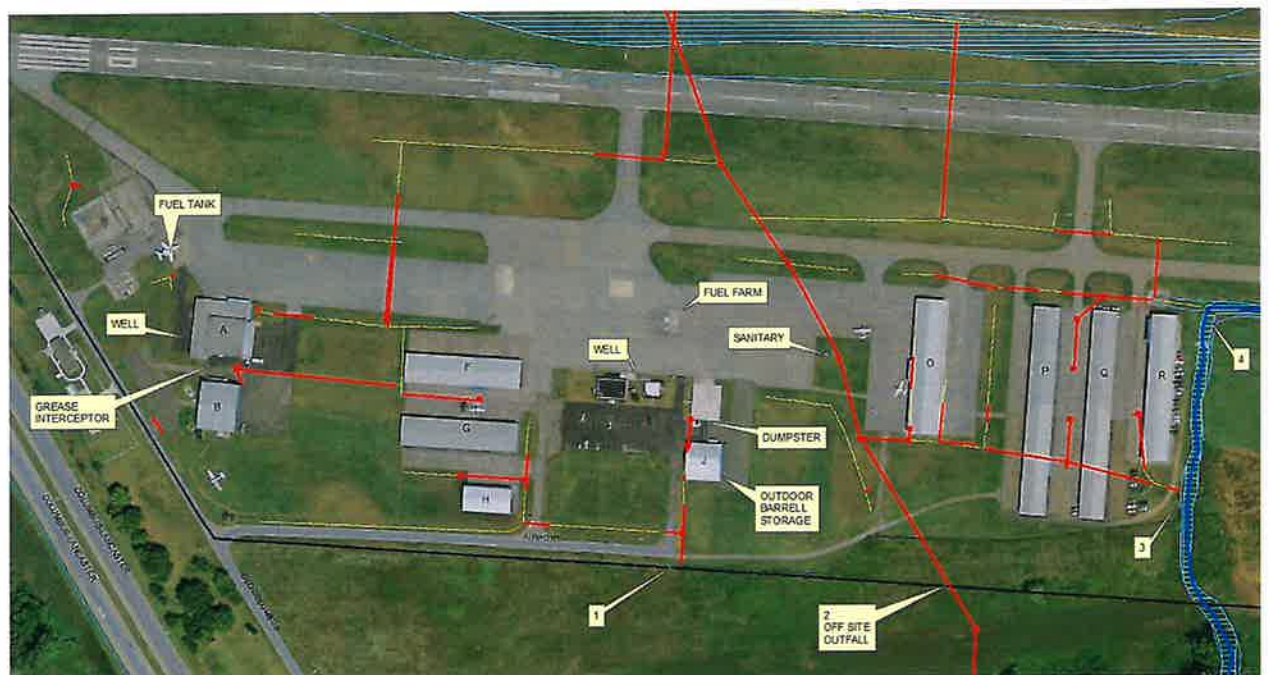
FACILITY MAPS

Blow hole
at fence.



NORTH
↑

FIGURE A
See Appendix A for outfall No.2 off site easement



NORTH
↑

FIGURE B
See Appendix A for outfall No.2 off site easement

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 9 TO 2025 9

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

80780000 AIRPORT OPERATIONS

80780000 530000	CONTRACTUAL SERVIC	175,000	182,248	140,772.94	16,770.58	41,181.96	293.00	99.8%
2025/09/000734	09/15/2025 API	472.34 VND	003668 PO 29	LOCAL WASTE SERVICE	TRASH DISPOSAL @ AIRPORT 9/202			5436116
2025/09/000734	09/15/2025 API	1,789.91 VND	005790 PO 25002497	OHIO DEPT OF TAXATIO	Fuel sales tax 8/1-8/31/25			5436137
2025/09/000734	09/15/2025 API	265.00 VND	012572 PO 75	LEWELLENS SERVICES I	PEST CONTROL @ AIRPORT 8/26/25			5436182
2025/09/000734	09/15/2025 API	670.00 VND	009826 PO 66	WECHICK LLC	WEB UPDATES@AIRPORT 10/2025-20			5436176
2025/09/001125	09/22/2025 API	15.00 VND	012572 PO 75	LEWELLENS SERVICES I	3430 OLD COLUMBUS RD 9/14/25			5436837
2025/09/001125	09/22/2025 API	200.00 VND	001281 PO 5	PORTA KLEEN	RENTAL OF PORTABLE TOILET 9/12			5436754
2025/09/001125	09/22/2025 API	2,525.00 VND	014937 PO 25005797	NOXIOUS VEGETATION C	Vegetation control @ Airport 9			5436851
2025/09/001564	09/29/2025 API	2,500.00 VND	005552 PO 43	HISTORICAL AIRCRAFT	snow plow/mowing contract for			5437263
2025/09/001564	09/29/2025 API	8,333.33 VND	007099 PO 239	SUNDOWNER AVIATION L	FBO/Airport Management 10/2025			5437271

80780000 541001	ELECTRIC/UTILITIES	30,000	31,841	18,437.02	2,416.82	8,403.70	5,000.00	84.3%
2025/09/000018	09/02/2025 API	57.14 VND	003823 PO 33	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 7/16-8/14			5435166
2025/09/000018	09/02/2025 API	58.00 VND	003823 PO 33	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 7/16-8/14			5435167
2025/09/000018	09/02/2025 API	60.32 VND	003823 PO 33	FAIRFIELD CO UTILITI	3383 OLD COLUMBUS RD 7/16-8/14			5435168
2025/09/000125	09/22/2025 API	291.96 VND	023650 PO 110	FAIRFIELD CO UTILITI	3430 OLD COLUMBUS RD 7/31-8/29			5436882
2025/09/001125	09/22/2025 API	104.13 VND	0023650 PO 110	SOUTH CENTRAL POWER	HANGAR C4 - 8/4-9/9			5436883
2025/09/001125	09/22/2025 API	50.00 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR C3 8/4-9/9			5436761
2025/09/001125	09/22/2025 API	55.00 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR C2 8/4-9/9			5436762
2025/09/001125	09/22/2025 API	59.00 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR C1 8/4-9/9			5436763
2025/09/001125	09/22/2025 API	45.00 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR M 8/8-9/9			5436765
2025/09/001125	09/22/2025 API	146.76 VND	001373 PO 7	SOUTH CENTRAL POWER	MOPED ASOS 8/8-9/9			5436766
2025/09/001125	09/22/2025 API	410.06 VND	001373 PO 7	SOUTH CENTRAL POWER	TERMINAL 2 8/8-9/9			5436767
2025/09/001125	09/22/2025 API	65.62 VND	001373 PO 7	SOUTH CENTRAL POWER	3383 COLUMBUS LANCASTER RD 8/8			5436768
2025/09/001125	09/22/2025 API	84.12 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR F 8/8-9/9			5436769
2025/09/001125	09/22/2025 API	103.11 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR P 8/8-9/9			5436770
2025/09/001125	09/22/2025 API	105.10 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR O 8/8-9/9			5436771
2025/09/001125	09/22/2025 API	117.44 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR Q 8/8-9/9			5436772
2025/09/001125	09/22/2025 API	145.69 VND	001373 PO 7	SOUTH CENTRAL POWER	HANGAR R 8/8-9/9			5436773
2025/09/001125	09/22/2025 API	408.37 VND	001373 PO 7	SOUTH CENTRAL POWER	TERMINAL RUNWAY LIGHTS 8/8-9/9			5436774

80780000 543000	REPAIR AND MAINTEN	70,000	94,892	27,803.32	4,248.05	57,365.95	9,722.72	89.8%
2025/09/000734	09/15/2025 API	4,248.05 VND	002893 PO 19	FOLTZ AG ENTERPRISES	repairs to equipment 5/14/25			5436112
80780000 553000	COMMUNICATIONS/TEL	2,100	2,464	1,324.37	.00	1,139.94	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2025 09

JOURNAL DETAIL 2025 9 TO 2025 9

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE	PCT
7800	AIRPORT OPERATIONS	APPROP	BUDGET				BUDGET	USED
80780000	554000	ADVERTISING	2,000	2,000	.00	900.00	1,100.00	45.0%
80780000	558000	TRAVEL REIMBURSEME	200	200	53.90	96.10	50.00	75.0%
80780000	560000	MATERIALS & SUPPLI	25,000	35,906	17,079.94	619.45	12,418.60	6,407.91 82.2%
2025/09/000018 09/02/2025 API		266.55 VND	005545 PO 41	PURVIS BROTHERS INC	parts & supplies for fuel pump	5435178		
2025/09/000734 09/15/2025 API		22.90 VND	014612 PO 84	AG-PRO OHIO, LLC	supplies for Airport FILTER	5436197		
2025/09/001564 09/29/2025 API		330.00 VND	006311 PO 25006373	MCGUIRES DISTINCTIVE	rubber deflector PART FOR SNOW	5437267		
80780000	561000	GENERAL OFFICE SUP	500	500	8.01	91.99	400.00	20.0%
80780000	562600	FUEL (GASOLINE/DIE	600,000	634,369	390,946.60	90,205.47	243,422.15	.00 100.0%
2025/09/000018 09/02/2025 API		35,555.55 VND	005545 PO 25001262	PURVIS BROTHERS INC	Fuel purchases at the Airport	5435177		
2025/09/000734 09/15/2025 API		22,155.87 VND	005545 PO 25001262	PURVIS BROTHERS INC	Fuel purchases at the Airport	5436135		
2025/09/001129 09/22/2025 API		32,494.05 VND	005545 PO 25001262	PURVIS BROTHERS INC	Fuel purchases at the Airport	5436818		
80780000	574000	EQUIPMENT, SOFTWARE	15,000	15,000	.00	.00	14,400.00	600.00 96.0%
80780000	574300	FURNITURE & FIXTUR	5,000	5,000	.00	.00	.00	5,000.00 .0%
80780000	590310	REFUNDS OF HANGAR	3,000	3,000	1,171.00	.00	.00	1,829.00 39.0%
TOTAL AIRPORT OPERATIONS		927,800	1,007,420	597,597.10	114,260.37	379,420.39	30,402.63	97.0%
TOTAL AIRPORT OPERATIONS		927,800	1,007,420	597,597.10	114,260.37	379,420.39	30,402.63	97.0%
TOTAL EXPENSES		927,800	1,007,420	597,597.10	114,260.37	379,420.39	30,402.63	



PURVIS BROTHERS, INC.
P.O. BOX 957
MARS, PA 16046-0957
(724) 625-1566

eINVOICE
A597898

DATE 9/08/2025
YOUR ORDER #
TERMS NET 10 DAYS

===== SOLD TO ===== SHIP TO =====

FAIRFIELD COUNTY COMMISSIONERS 3430 OLD COLUMBUS ROAD
ATTN: STACI KNISLEY
210 E MAIN STREET, ROOM 301 CARROLL
LANCASTER OH 43130 OH 43112

PARTS & SERVICE WO#103

CUST NO	DOC TYPE	TAX	SHIP FROM	SALES REP.	OPR
00 3863	CHARGE	76	00 MARS	40 HARASEVIAT	LAG

CODE	QUANTITY	PACKAGE	DESCRIPTION	UNITS	PRICE	AMOUNT
501140	3	EACH	VEL AQUACON ACO51201	3	243.46	730.38
501175	1	EACH	VEL FILTER FO512PL1/	1	159.11	159.11
507025	4	EACH	LID GASKET G0986	4	15.00	60.00
500945	3	EACH	VEL COALESCER I633MM	3	347.40	1,042.20
507005	1	EACH	LID GASKET G0591	1	60.64	60.64
500000	1	EACH	MISCELLANEOUS	1	50.00	50.00
			USED 1" SPOUT FOR 295SA NOZZLE			
500975	1	EACH	VEL COAL 3-HI O-8428	1	588.09	588.09
501912	1	EACH	VEL SEP 3-HI SO432V5	1	514.20	514.20
500000	2	EACH	MISCELLANEOUS	2	50.00	100.00
			WASTE MATERIAL DISPOSAL KIT			
507007	1	EACH	LID GASKET G0501	1	72.91	72.91
500000	5	EACH	MISCELLANEOUS	5	162.00	810.00
			100 GALLON METER CALIBRATION			
500000	1	EACH	MISCELLANEOUS	1	40.50	40.50
			5 GALLON METER CALIBRATION			
500000	1	EACH	MISCELLANEOUS	1	150.00	150.00
			SUB CONTRACTOR CHARGES			
509020	12	HOUR	LABOR CHARGE	12	115.00	1,380.00
509021	6	HOUR	TECHNICIAN TRAVEL	6	125.00	750.00

PAYMENT \$ _____ / _ CASH / _ CHECK # _____ / _ CR CARD SUB-TOTAL 6,508.03
SALES TAX 0.00
TOTAL >>> 6,508.03

0015 00000.0

CUSTOMER COPY



**Department of
Transportation**
transportation.ohio.gov

Mike DeWine, Governor
Jim Tressel, Lt. Governor
Pamela Boratyn, Director

October 6, 2025

Dear UCP Participant,

On October 03, 2025, USDOT published an interim rule requiring an immediate change to the Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) program regulations. **Unified Certification Programs (UCPs) are required to immediately suspend DBE/ACDBE goal setting on projects and begin review of all firms that were not previously certified by an individualized determination of disadvantage.**

As a recipient of federal-aid airport, highway, and/or transit funds, you are required to comply with the U.S. Department of Transportation's DBE/ACDBE regulations. Therefore, you will not be able to continue setting DBE or ACDBE goals on projects until the evaluation process is complete. ODOT anticipates this will take at least one year. You will be notified once the evaluation is complete, and goal setting can continue.

The Ohio Department of Transportation (ODOT) is committed to working with certified firms and future applicants to understand these changes and provide assistance throughout the process. The following resources are being made available:

- Roundtables in person and virtually to share updated information and answer questions. [View dates, times, and locations.](#)
- Tutorial: A [step-by-step guide](#) on how to submit documentation for certified firms will be available by October 15, 2025.
- Workshops: In-person sessions will be announced via the [certification management portal](#) and by direct email.
- 1:1 Support: [Regional Outreach Managers](#) will provide direct assistance.

Review the full Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications [online](#). If you have any questions, please contact Juleda Stoltz, Administrator of the Office of Small Business Services at 614-466-6905 or Juleda.Stoltz@dot.ohio.gov.

Thank you.

Juleda Stoltz

Administrator, Office of Small Business Services

Calendar of Dates; including expiration, due, and events

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



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of 11/1/2025 ("**Effective Date**"), between QT Petroleum On Demand, LLC, an Oregon limited liability company ("**QTPOD**") and Fairfield County Airport Authority ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party before the expiration of the then current term.

. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with

user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form. Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. **Reservation of Rights.** QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 **Services.** QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 **Modification.** QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 **Support.** QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as **Exhibit 2.**

4. Responsibilities of Customer.

4.1 **Format and Internet Connection.** Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 **Access to M4000.** Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 **Confidentiality of End User's Data.** QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 **Updates.** QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 **End User Communications.** QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 **Proper Use.** Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes

beyond the scope of the access granted in this Agreement. The software used in connection with the Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for

the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly

reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's

cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QT Petroleum On Demand, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: Matt Duncan

Email: mduncan@qtpod.com

Address for Notice:

Fairfield County Commissioners
210 E. Main Street, 3rd Floor
Lancaster, Ohio 43130

Attention: Staci Knisley

Email: staci.knisley@fairfieldcountyohio.gov

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Ohio, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Ohio, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any

provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QT Petroleum On Demand, LLC

By: Matt Duncan

Name: Matt Duncan

Title: General Manager

Fairfield County Airport Authority

By: Jon Kochis

Name: Jon Kochis

Title: Board Member

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.



Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates



Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option



The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

PROSECUTOR APPROVAL PAGE

Reference No. 2025-CON-0267

Reference Title: QT Pod agreement for Airport

The foregoing contract is approved as to legal form on November 7, 2025 for the Fairfield County Board of County Commissioners.

A handwritten signature in blue ink, appearing to read "Steven T. Darnell", is written over a horizontal line.

Steven T Darnell

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

steven.darnell@fairfieldcountyohio.gov