

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Rd NW
Carroll, Ohio 43112
Minutes for November 12, 2018

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, Jon Kochis, Pat Ferguson, Bill McNeer, Michael Kaper, and Bill Fagan. Absent was Board Member Rick Szabrak. Also present were Staci Knisley, Al Moyer, Ben Cooley, Kip Kelsey, Jim Shadd, Darrell Loos, and Pat Rooney.

Opportunity for the Public to Address the Board

Kip Kelsey with HAS reported that he and Mr. Szabrak met to discuss the 50th Anniversary Celebration. They are trying to coordinate efforts with Motts Museum to plan the celebration. There is an opportunity for HAS to bring their A-26 Bomber aircraft that is restored that now resides in Indiana. To get it here, they quoted us 500 gallons of gas, approximately \$2,600. He estimated that it would be less at approximately \$1,500.

Approval of Minutes for the October 8, 2018 meeting

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approve the minutes from the October 8, 2018 meeting.

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

Absent: Szabrak

Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer reported he met with Mr. Majors, the farmer that has the current agreement with the Airport Board relating to the mowing. Mr. Moyer quoted Mr. Majors a price for 4 acres for bush-hogging it 4 times a year.

He also reported that the 5510 tractor and dump truck ready to go for the winter. The truck is leaking power steering fluid and other fluids. The new snow plow truck still needs new skid plates.

Mr. Kochis will follow-up with the Engineer's Office regarding the skid plates.

Sundowner/Airport Manager Update

a. **Monthly Board Report**

Mr. Shadd presented Sundowner Aviation's monthly report, see attached to minutes. Fuel sales are slightly down to weather.

Mr. Rooney reported that on November 26, there will be a fuel inspection by Phillips 66. The FAA mandates training before the inspection, this is a new requirement. The site supervisor cost is \$550. The line guys, 3 of them are \$300 a person. The total cost will be \$1,450. He asked the Board to reimburse Sundowner Aviation for the training. The training is online.

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Mr. Kochis advised that, in the future, training costs should be included in the Airport Manager's costs.

Approval to reimburse Sundowner Aviation for FAA mandated fuel online training with a not to exceed of \$1,450

On motion of Bill McNeer and second of Michael Kaper the Fairfield County Airport Authority Board voted to approve the reimbursement to Sundowner Aviation for FAA mandated fuel online training with a not to exceed of \$1,450.

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

Absent were: Szabrak

Motion passed.

Standing Committee Updates:

1. Airport Improvement – Jon Kochis

a. Crawford Murphy Tilly (CMT) Engineer's Report

Mr. Cooley presented the Engineer's report, see attached to minutes.

- FY2018 ODOT grant
The taxiway lighting project is nearing the end.
- FY2018 FAA grant application
ODOT FY2019 application was complete for the matching 5% of the FY2018 FAA grant.
- FY2019 ODOT Aviation grant
The rehabilitation of the Apron bidding will begin in February 2019.
- FAA Supplemental Grant Priorities
The application was submitted. There are no updates.
- ACIP and FAA Pre-Application
The Fall Annual planning conference call was held on October 15th. Mr. Kochis and Mr. Heaton were on the conference call. The conference call was about the 10 Year CIP. The Board reviewed the CIP and recommended changes.

Mr. Kochis reported that the Airport Layout Plan (ALP) will also need to be updated.

Approval of the Capital Improvement Program (CIP) for Fiscal Years (FY) 2020-2029

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the CIP for FY2020-2029. (See CIP attached to minutes.)

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

Absent was: Szabrak

Motion passed.

b. Payment to Appalachian Foothills Contracting, Inc. for the Taxiway B Lighting Project

Mr. Cooley reported that there will be a 10% retainage held until spring. The trenches and seeding will be completed in the spring.

Approval for payment to Appalachian Foothills Contracting, Inc. for \$124,215.76

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment to Appalachian Foothills Contracting, Inc. for \$124,215.76.

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

Absent was: Szabrak

Motion passed.

c. ODOT matching grant approval letter FY2019 and contract

Approval of the grant contract for the FY2019 Ohio Airport Matching Grant Program between the Fairfield County Airport Authority & Fairfield County Commissioners

On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the grant contract for the FY2019 Ohio Airport Matching Grant Program between the Fairfield County Airport Authority & Fairfield County Commissioners. (See attached to minutes.)

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

Absent was: Szabrak

Motion passed.

d. Runway Protection Zone (RPZ) Tree Trimming

Nothing new to report.

e. Tax Assessments

Mr. Kochis reviewed the final determination letters to the Board of Commissioners from the Ohio Department of Taxation. (See attached to minutes)

Mr. Kochis reported that the parcels have been cleaned up by the County Auditor. They were formerly all over the place with and did not make sense. There are now 5 parcels and economic units here at the Airport. (See attached the new map of the parcels)

Most of the runway is tax-exempt. There is a portion that is in two (2) different school tax districts that is not exempt. In 2018, it was farmed and on the Current Agricultural Use Value (CAUV) program. We do intend to apply for tax-exemption for next year for 2018, now that we have eliminated farming. Hangar A is still taxed. We pass that cost off to the lessee. The Gorsuch Hangar is also taxed but per the lease we are responsible for the taxes.

The valuation of the Airport properties was the next piece to tackle. Part of this process will go through the County Board of Revision (BOR) on November 19th. When we filed for exemption, we had to lift all our exemptions. For Tax Year 2017 we had to pay taxes on all properties. After the triennial year was completed the airport was valued at \$8.291 million, about \$200 thousand an acre. The value was accurate for the commercial real estate in the area but not accurate for an airport. The Auditor's office re-valued the property at \$1.55 million. The BOR will decide on the final value. Our tax payments will be about \$16,185 payable for Calendar Year (CY) 2019. In CY 2018, we paid \$142,863.86. We should see a credit, but the details are not worked out yet. He will give a final update at the December Board meeting.

Mr. Kaper stated that the Prosecutor potentially could recommend to the Board of Commissioners to appeal and have all the properties exempted.

Mr. McNeer and Dr. Burns stated that they would support the appeal.

f. Capital Improvement

o Storm Water System Rehab

Mr. Kochis reported that the areas on the infield are complete. There is one area north of the runway where the grass strip ends that needs repaired. It is not critical right now. We have already approved Kull Excavating to make

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the repairs. The east end Runway Protection Zone (RPZ) does need some repairs. We need to make some decisions on what we want to do with that area.

2. **Community Relations – Michael Kaper & Rick Szabrak (absent)**

Mr. Kaper reported that there were a few emails inquiries. He will follow-up with Sundowner Aviation and respond to the inquiries.

3. **Facilities and Grounds – Michael Kaper & Bill Fagan**

Nothing new to report.

4. **FBO Liaison – Pat Ferguson**

Nothing new to report.

5. **Finance - Glenn Burns**

a. **Financial Reports**

The Board reviewed the financial reports.

Mr. Kochis reported that the State Auditor's Office recommended financial changes to the Airport. The recommendations were for all the hangar rent, excluding HAS to go to the Airport operating budget. The Board of Commissioners will now pay the hangar debt services. Because of the Airport collecting the rent, the annual allocation from the Board of Commissioners will be reduced to \$75,000. The rent collected will offset the reduction. The fuel receipts and expenses are now in the Airport's Operating Budget. Grant dollar matches will also be taken care of by the Commissioners. The goal of the Commissioners is to have the Airport be self-sufficient.

Mr. Kochis presented the 2019 Airport Operating Budget. (See attached to minutes) The goal is to stick to the budget presented. He recommends that the carryover funds be built annually for a new box hangar for jets. The Board needs to decide on what the priority is for capital projects for the carryover funds.

Mr. McNeer recommends \$5,000 be budgeted for the anniversary celebration.

Mr. Kochis recommended that the budget for the celebration can be included in the contractual services budget. There is extra money built in for miscellaneous expenses.

Ms. Knisley stated that she will move the expenses to other classifications as necessary.

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Ms. Knisley reported that she projects \$315,000 carryover funds for the end of 2018.

Mr. Kochis recommended that a sub-committee work on a list of capital projects locally funded.

He also recommended that the Board start approving the budget in the future.

Ms. Knisley recommended that the Board just nod for approval. If they officially approve the budget it may take a vote to move budget categories around for proper classifications.

Mr. Ferguson reported that the Utility bill for the old Med-Flight property was high due to a running toilet. It is now fixed.

Ms. Knisley reported that she is trying to get a credit to the sewer charges.

Mr. Kochis reported that the terminal electric costs are still higher than expected. We have fixed the heating and cooling. The only other change is the LED's that run to the terminal. We should see a savings but do not.

Mr. Cooley will follow-up with the terminal electric power source after the taxiway project is completed.

b. Payment of Bills

Approval for payment of bills totaling \$13,536.99

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$13,536.99. (See invoice summary attached to minutes)

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

Absent was: Szabrak

Motion passed.

6. Security – Jon Kochis & Bill McNeer

Mr. McNeer reported that there was a hangar door left open for a few days.

Mr. Shadd reported that he got in touch with the tenant to come and close it.

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

a. Rent Status Spreadsheet

The Board reviewed the spreadsheet. There were no comments.

b. Q4 request to terminate lease

Mr. Kochis reported that the tenant in Q4 has passed away. Ms. Woltz, wife of Jim Woltz provided a death certificate. Mr. Woltz paid his lease a year in an advance. His wife has asked that the lease be terminated and a refund be issued.

Ms. Knisley recommended that \$2,000 be refunded for the months of October 2018 through July 2019.

Approval to refund \$2,000 for the hangar rent paid from October 2018 through July 2019 issued to Jim Woltz

On motion of Bill McNeer and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the refund for \$2,000 for the hangar rent paid from October 2018 through July 2019 issued to Jim Woltz.

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

8. **Web – Bill McNeer & Rick Szabrak (absent)**

Nothing new to report.

Old Business

a. County Prosecutor services

Mr. Kochis reported he spoke with County Prosecutor Kyle Witt. They came back with \$5,000 for the legal services. We figured about 50 hours of work annually. They will review our grants, contracts, and other items. The \$5,000 is included in our 2019 budget. Based on our need, there will be a Prosecutor representative at our meetings.

Mr. Kaper stated he anticipates we will get more services with the local prosecutor.

Mr. Kochis stated that there will be a Memo of Understanding (MOU) for the services. The Board of Commissioners will be a party and the Airport Board will have to vote to accept it.

Approval to move forward with contracting with the County Prosecutor for legal services with a cost of \$5,000

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On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve to move forward with contracting with the County Prosecutor for legal services with a cost of \$5,000.

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

Mr. Kaper reported that he will notify our current legal counsel, Clark & Associates to let them know that we will no longer need their legal services.

b. Recommendations from FBO Sub-Committee for Airport Management Services

Mr. Kochis reported that he, Mr. Fagan, and Mr. Ferguson have met to review to review the one (1) proposal received by Sundowner Aviation. The subcommittee drafted the contract for the board to review.

Mr. McNeer would like to have time to review the contract and suggested an Executive Session be scheduled to negotiate with Sundowner Aviation.

Mr. Kochis recommended that the proposal be accepted.

Approval to accept the proposal from Sundowner Aviation for the Airport Management Services

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to accept the proposal from Sundowner Aviation for Airport Management Services.

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

Mr. Kochis recommended that we set a special meeting for an executive session on November 21, 2018 at 2:00 at the Terminal. He will ask the Prosecutor to attend if available.

Ms. Knisley will publish the special meeting notice.

c. Vegetation Control Request for Proposals (RFP)

Mr. Kochis reported that there was one (1) proposal received from Doug Majors. Mr. Majors proposed to mow in the inner area and that HAS be subcontracted for part of the mowing. HAS

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does not have the equipment necessary and the Prosecutor's Office recommended that there be no subcontracting for the agreement.

Mr. Kochis stated that we will have to find someone to maintain the area.

Mr. Kochis stated that HAS can work for the Airport Board. For now, we can work something out with HAS to find a solution for the mowing.

Mr. Moyer stated that it will be \$200 per mowing with a brush hog.

Mr. Kochis recommended that the Board contract with HAS for \$200 per mow and plant fescue grass.

Mr. Kochis recommends that the proposal not be accepted and that the RFP be reissued with a new scope in a year. He feels this will be fair to Mr. Majors at this time.

Approval to reject the Vegetation Control proposal from Doug Majors based on the Board issuing a new RFP with a new scope

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority voted to approve to reject the Vegetation Control proposal from Doug Majors based on the Board issuing a new RFP with a new scope

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

Absent were: Szabrak

Motion passed.

New Business

a. **Request for Qualifications (RFQ) for Engineer Services**

Mr. Kochis reviewed a draft RFQ for engineer services. He recommended the Board proceed with the RFQ. The contract will be good for the next 5 years. The FAA requires the RFQ to be done.

Mr. Kochis will proceed with the help of the Prosecutor.

b. **MS4 Training**

Mr. Kochis recommended that the training be held at the December meeting. He asked that Sundowner Aviation have their full staff attend.

c. **Tenant with future Painting business**

Mr. Rooney reported that he is currently a tenant with 2 aircrafts. He would like to start his painting business in the spring.

Mr. Kochis recommended that Mr. Szabark be involved when he is ready.

Informational Items

The Board reviewed the following informational items.

- Letter from Charles E. Harris & Associates, Inc. relating to financial services
- FAA final determination – Taxiway B Lighting Project
- FAA Construction Safety and Phasing Plan – Taxiway B Lighting Project

Calendar of upcoming events and other important dates

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

a. Process to change Landing Pattern

Mr. Rooney reported the landing pattern has changed to a right-hand pattern for Runway 28. It is completed and in the green book.

b. Glenn Burns, term expires 12/31/18

Dr. Burns wishes to renew his term.

c. Insurance expires 12/15/18

Application is in process.

d. FBO contract expires 12/31/2018

e. HAS authorization for use of 3 unoccupied hangars expires 12/31/18

Mr. McNeer recommends that HAS has authorization again for 2018 because of the cooperation with HAS.

Approval of authorization for HAS to use 3 unoccupied hangars to use for storing equipment during special events expiring on 12/31/19

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority voted to authorize HAS to use 3 unoccupied hangars to use for storing equipment during special events, authorization expires on 12/31/19.

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

Abstaining was: Ferguson

Absent were: Szabrak

Motion passed.

f. Storm Water Plan – Review and Approve annually - February 2019

g. Fuel Card Reader (revisit in May 2019)

h. 50-year Anniversary – May 18, 2019

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- i. HAS lease agreement w/Commissioners expires on 12/31/19
- j. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- k. FAA lease for space expires 9/30/2022
- l. Lease with Board of Commissioners to operate facilities expires on 11/16/2022

Adjournment

On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to adjourn at 7:54 p.m.

Next meeting is Wednesday, November 21, 2018 for an Executive Session and Monday, December 10, 2018 at 6:00 pm at the Airport Terminal

Meeting minutes for the November 12, 2018 meeting were approved on December 10, 2018.

Aye

Glenn Burns

Aye

Bill Fagan

Aye

Rick Szabrak

Aye

Jon Kochis

Aye

Michael Kaper

Aye

William McNeer

Aye

Pat Ferguson

Staci A. Knisley

Staci A. Knisley, Airport Clerk

Monthly Board Report 2018

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR OCCUPANCY	63/72	60/72	62/72	65/72	64/72	65/72	63/72	62/72	66/72	69/72		
R HANGAR OCCUPANCY	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6	6 of 6		
NEW LEASES	0	0	0	2	3	1	1	1	1	4	3	
OVERNIGHT	0	0	0	0	0	0	0	0	0	2 weekly	1 weekly	
FUEL SALES 100LL	2514	2282	3487	2408	3240	4317	4394.82	5462.85	5133.82	3671.8		
FUEL SALES JET A	3799	1003	1349	1423	1204	1248	3662.7	3762.2	13071.37	1745.2		
# OPERATIONS	1800	1300	2000	1000	3400	4530	4611	5741	3535	3450		
HANGAR ISSUES	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	2 night	NONE		
PUBLIC COMMENTS	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE		
FAA INCIDENTS	AIRPORT T DIR	NONE	NONE	NONE	NONE	NONE	1	1 CUB	NONE	NONE		

Sayers

**Fairfield County Airport Authority
Board Meeting, November 12, 2018**

Engineer's Summary Report

1. FY 18 ODOT Aviation Grant Project
Project scope: Taxiway B & D LED edge lighting system, with anchored maintenance pads around each light

Project Estimated Cost:	\$378,742
ODOT Share (95%):	\$359,805
Local Share (5%):	\$ 18,937

Appalachian Foothills has begun work on the lighting improvements project. Phase 1 (west side) has been completed, Phase 2 (east side) is underway. Final Phase to include work adjacent to the runway within the safety area, required Runway closures are scheduled for this week.

2. FAA FY18 Grant Application
FAA grant agreement completed, ODOT application for 5% matching funds was submitted. Design is underway. Survey and Geotech field work have been completed. Plans and specification review schedule for FAA at the end of 2018.
3. FY 19 ODOT Aviation Grant Project
LHQ was selected for FY 19 ODOT funding for the Rehabilitation of the Terminal Apron project. Anticipated project scope includes a 2" mill and asphalt overlay of the terminal apron pavements.

Preliminary schedule calls for plans and specifications review by ODOT in December 2018, bidding in February 2019, and construction start May 2019. Design is underway.

4. FAA Supplemental Grant Update
5. ACIP and FAA Pre-Application
Annual planning conference call was held on Oct 15 with FAA staff. Master Plan update and obstruction removal discussions. ACIP attached for reference.
6. Action Items:
 - a. ACIP Review and acceptance.



FCA Authority Board:

Glenn Burns, DDS
William McNeer, CPP
Bill Fagan
Michael J. Kaper, J.D.
Jon Kochis
A. B. "Pat" Ferguson
Rick Szabrak

November 19, 2018

James Bryant, Administrator
Office of Aviation
Ohio Department of Transportation
Attn: CIP Updates
2829 W. Dublin-Granville Road
Columbus, Ohio 43235-2786

**RE: 2020-2029 CIP Updates
Fairfield County Airport
Lancaster, OH**

Dear Mr. Bryant;

Enclosed is the CIP Update for the Fiscal Years 2020-2029 for the Fairfield County Airport in Lancaster, Ohio. The Fairfield County Airport Authority has prepared these forms with the assistance of our consulting engineer, Crawford, Murphy & Tilly, Inc (CMT). Please review and consider these important programming requests at your earliest convenience and incorporate this information into your programming efforts for the State and FAA.

Please do not hesitate to contact me at or Greg Heaton of CMT at 614-468-1200 if you have any questions or require any further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn Burns", is written over a blue circular stamp or seal.

Dr. Glenn Burns, DDS
President, Fairfield County Airport Authority

Enclosures: CIP Update

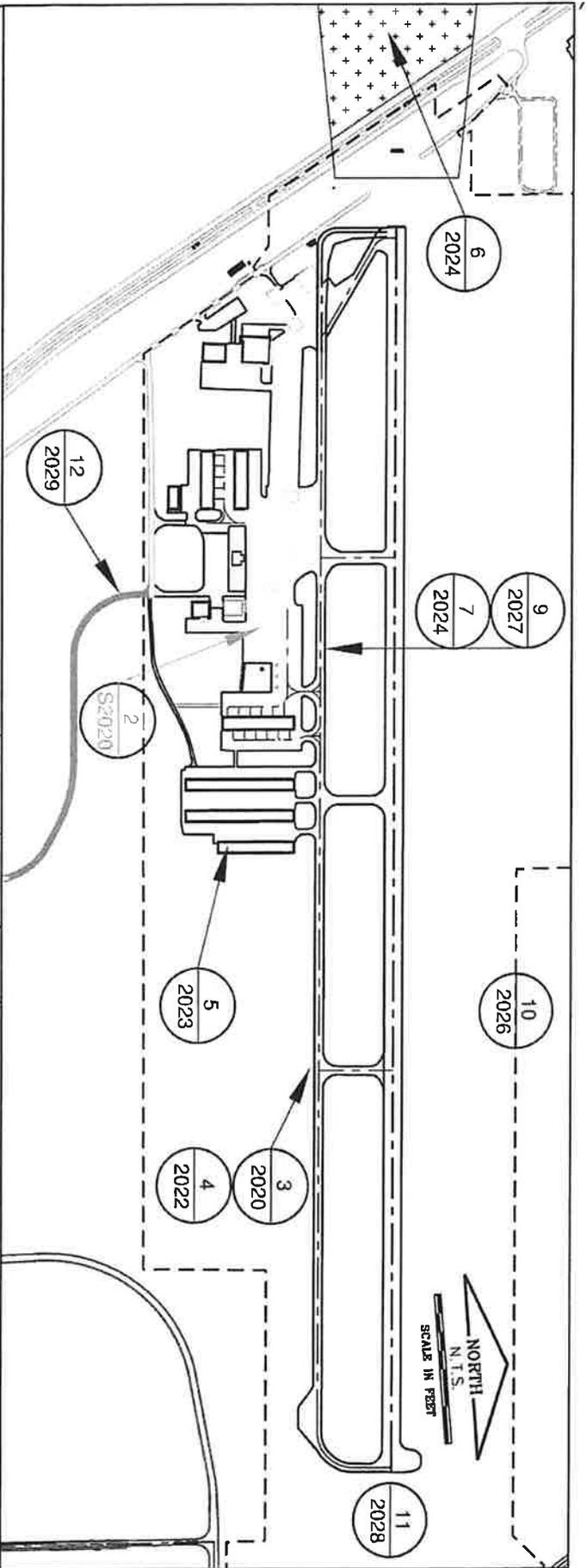
Copy: M. Jagiello, FAA
M. Grennell, FAA
G. Heaton, CMT

Fairfield County Airport Authority
Staci A. Knisley, Clerk
3430 Old Columbus Rd NW, Carroll, Ohio 43112
740-652-7093 Airport Clerk
740-654-7001 Airport Terminal, email: fairfieldcountyairport@co.fairfield.oh.us
www.fairfieldcountyairport.com

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2020 to FY-2029

Airport Name:	Fairfield County Airport	Date prepared:	November 16, 2018
Associated City:	Lancaster, OH	Prepared By:	Crawford, Murphy & Tilly, Inc.
Sponsor:	Fairfield County Airport Authority	Telephone No:	614-468-1200
Airport ID:	LHO	Congressional District:	Ohio 15th District

Item #	Description	Fiscal Year	Total Cost	Entitlement	Apportionment	Discretionary	State Non-FAA	Local	Remarks/Item Justification
1	Master Plan Update/ALP	20	\$250,000	\$225,000	\$0	\$0	\$12,500	\$12,500	
2	Rehabilitate Apron C1, B	S20	\$150,000	\$0	\$0	\$0	\$142,500	\$7,500	Apron Overlay and Repairs
3	Rehabilitate Taxiway B1 - Design only	21	\$45,000	\$40,500	\$0	\$0	\$2,250	\$2,250	Financial plan needed. Includes drainage
4	Rehabilitate Taxiway B1 - Construction	22	\$400,000	\$150,000	\$210,000	\$0	\$20,000	\$20,000	
5	Rehabilitate East T/H Taxiways - Design & Construct	23	\$145,000	\$130,500	\$0	\$0	\$7,250	\$7,250	T/H C, H, & F
6	Land Acquisition Reimbursement: Exhibit A Update	24	\$250,000	\$225,000	\$0	\$0	\$12,500	\$12,500	West RPZ
7	Rehabilitate Taxiway A, B2, F - Design	24	\$65,000	\$58,500	\$0	\$0	\$3,250	\$3,250	
8	Rollover NPE funds	25	\$0	\$0	\$0	\$0	\$0	\$0	
9	Rehabilitate Taxiway A, B2, F - Construction	26	\$560,000	\$445,500	\$58,500	\$0	\$28,000	\$28,000	Mill and Overlay
10	Partial Perimeter Fencing	27	\$165,000	\$148,500	\$0	\$0	\$8,250	\$8,250	
11	Obstruction Removal	28	\$100,000	\$90,000	\$0	\$0	\$5,000	\$5,000	Runway 28 approach surface
12	Construct Entrance Drive	29	\$2,000,000	\$211,500	\$1,988,500	\$0	\$100,000	\$100,000	



10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2020 TO FY-2029

ITEM NUMBER	FISCAL YEAR	DESCRIPTION
1	2020	MASTER PLAN UPDATE/ALP
2	S2020	REHABILITATE APRON C1, B
3	2021	REHABILITATE TAXIWAY B - DESIGN
4	2022	REHABILITATE TAXIWAY B - CONSTRUCTION
5	2023	REHABILITATE EAST T/H TAXIWAYS - DESIGN AND CONSTRUCTION

6	2024	LAND ACQUISITION REIMBURSEMENT, EXHIBIT A UPDATE
7	2024	REHABILITATE TAXIWAY A, B2, F - DESIGN
8	2025	ROLLOVER NPE FUNDS
9	2026	REHABILITATE TAXIWAY A, B2, F - CONSTRUCTION
10	2027	PARTIAL PERIMETER FENCING
11	2028	OBSTRUCTION REMOVAL
12	2029	CONSTRUCT ENTRANCE DRIVE

DATE: NOV 6, 2018
 JOB No: _____
 SHEET: 1 OF 1



FAIRFIELD COUNTY AIRPORT
 LANCASTER, OH

10 YEAR CAPITAL IMPROVEMENT
 PROGRAM
 FY-2020 TO FY-2029

10 YEAR CAPITAL IMPROVEMENT PROGRAM
 FY-2020 TO FY-2029



FAA
Detroit Airports District Office

Capital Improvement Plan Checklist

Directions - Complete a CIP checklist for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Airport Name: Fairfield County Airport

Location: Lancaster, Ohio

Project Description: Master Plan Update/ALP

ALP Approval Date: May 2008

Project Point of Contact:

Airport Sponsor: Fairfield County Airport Authority and Fairfield County Commissioners

Project Consultant: Crawford, Murphy & Tilly, Inc.

Total Cost of the project and anticipated funding sources

Total Cost: \$250,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$225,000	\$0	\$0	\$12,500	\$12,500	\$0

Financial Plan Required? YES NO

Project on approved ALP? YES NO

Airport Design Standards

Status of RSA's as it relates to the project/Meets Standards? YES NO

Status of RPZ as it relates to the project/Meets Standards? YES NO

Modification of design standards/Any requested? YES NO

Complete and attach the following:

Preliminary environmental checklist for CIP Projects YES NO

Project Justification/Narrative YES NO

Sketch (please label project) YES NO

 Airport Sponsor Signature and Date



FAA
Detroit Airports District Office

Capital Improvement Plan Project Justification

Directions – Complete a programming work item sheet for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Project Description: Master Plan Update/ALP

Total Cost of the project and anticipated funding sources

Total Cost: \$250,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$225,000	\$0,000	\$0	\$12,500	\$12,500	\$0

Justification:

List all reasons/needs for this project and include a detailed project description of existing conditions. Use extra pages if needed. If project is pavement rehab include age, thickness, distresses, PCI's, or any other factor that would affect the life of the pavement. For snow removal equipment provide a detailed analysis (existing and required) per AC 150/5220-20A.

Due to local circumstances, an update to the ALP and associated Master Plan Update is needed for the airport and surrounding areas. Numerous changes in property owners, changing airport needs and potential growth opportunities are all factors that have made the existing plan obsolete.





FAA
Detroit Airports District Office

Preliminary NEPA Checklist for CIP Projects

Directions - Complete this checklist as a part of the CIP Package. This checklist is not a Categorical Exclusion or environmental clearance to do the project. It is a planning tool to assist the airport in determining the appropriate level of documentation needed for each project. The checklist must be filled out for each proposed project for FY 2020, FY 2021, and FY 2022.

FAA Order 1050.1F and 5050.4B and PPM 5050.20 should be consulted for specific project types and a list of extraordinary circumstances that need to be reviewed. If extraordinary circumstances are present, contact your ADO representative for further guidance.

Airport Name: Fairfield County Airport

Project Description: Master Plan Update/ALP

Is the project one of the following?

- | | |
|--|--|
| <input checked="" type="checkbox"/> Planning/Environmental Documentation | <input type="checkbox"/> Equipment Acquisition |
| <input type="checkbox"/> NEM/NCP preparation | <input type="checkbox"/> Instrumentation/NAVAIDs |

Reference: FAA Order 1050.1F

If you checked one of the projects above then **STOP**. The FAA-Detroit ADO will complete a Categorical Exclusion memo per Policy and Procedures Memorandum 5050.20.

Is the project one of the following?

- Land Acquisition
- Repair, replacement, maintenance, upgrading of grounds, infrastructure, buildings, structures, or facilities

Reference: FAA Order 1050.1F

If you checked one of the projects above, then you will need to prepare a CATEX Long Form as provided in PPM 5050.20. It is due to the FAA-Detroit ADO by December 1 of the fiscal year requesting funding. All documentation, agency coordination, any required Federal or state environmental or other permits, and full compliance with all applicable Federal and state laws, regulations, and policies must be adhered to.



FAA
Detroit Airports District Office

Capital Improvement Plan Checklist

Directions - Complete a CIP checklist for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Airport Name: Fairfield County Airport

Location: Lancaster, Ohio

Project Description: Rehabilitate Taxiway B - Design

ALP Approval Date: May 2008

Project Point of Contact:

Airport Sponsor: Fairfield County Airport Authority and Fairfield County Commissioners

Project Consultant: Crawford, Murphy & Tilly, Inc.

Total Cost of the project and anticipated funding sources

Total Cost: \$45,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$40,500	\$0	\$0	\$2,250	\$2,250	\$0

Financial Plan Required? YES NO

Project on approved ALP? YES NO

Airport Design Standards

Status of RSA's as it relates to the project/Meets Standards? YES NO

Status of RPZ as it relates to the project/Meets Standards? YES NO

Modification of design standards/Any requested? YES NO

Complete and attach the following:

Preliminary environmental checklist for CIP Projects YES NO

Project Justification/Narrative YES NO

Sketch (please label project) YES NO

Airport Sponsor Signature and Date



FY2020 - 2029 CIP Update

**FAA
Detroit Airports District Office**

Capital Improvement Plan Project Justification

Directions – Complete a programming work item sheet for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Project Description: Rehabilitate Taxiway B - Design

Total Cost of the project and anticipated funding sources

Total Cost: \$45,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$40,500	\$0	\$0	\$2,250	\$2,250	\$0

Justification:

List all reasons/needs for this project and include a detailed project description of existing conditions. Use extra pages if needed. If project is pavement rehab include age, thickness, distresses, PCI's, or any other factor that would affect the life of the pavement. For snow removal equipment provide a detailed analysis (existing and required) per AC 150/5220-20A.

Based on the last ODOT inspection in 2015, the existing PCI for taxiway B is 64. Pavement rehabilitation will increase the useful life of the pavement and reduce FOD.



FAA
Detroit Airports District Office

Preliminary NEPA Checklist for CIP Projects

Directions - Complete this checklist as a part of the CIP Package. This checklist is not a Categorical Exclusion or environmental clearance to do the project. It is a planning tool to assist the airport in determining the appropriate level of documentation needed for each project. The checklist must be filled out for each proposed project for FY 2020, FY 2021, and FY 2022.

FAA Order 1050.1F and 5050.4B and PPM 5050.20 should be consulted for specific project types and a list of extraordinary circumstances that need to be reviewed. If extraordinary circumstances are present, contact your ADO representative for further guidance.

Airport Name: Fairfield County Airport

Project Description: Rehabilitate Taxiway B - Design

Is the project one of the following?

- | | |
|---|--|
| <input type="checkbox"/> Planning/Environmental Documentation | <input type="checkbox"/> Equipment Acquisition |
| <input type="checkbox"/> NEM/NCP preparation | <input type="checkbox"/> Instrumentation/NAVAIDs |

Reference: FAA Order 1050.1F

If you checked one of the projects above then **STOP**. The FAA-Detroit ADO will complete a Categorical Exclusion memo per Policy and Procedures Memorandum 5050.20.

Is the project one of the following?

- | |
|--|
| <input type="checkbox"/> Land Acquisition |
| <input checked="" type="checkbox"/> Repair, replacement, maintenance, upgrading of grounds, infrastructure, buildings, structures, or facilities |

Reference: FAA Order 1050.1F

If you checked one of the projects above, then you will need to prepare a CATEX Long Form as provided in PPM 5050.20. It is due to the FAA-Detroit ADO by December 1 of the fiscal year requesting funding. All documentation, agency coordination, any required Federal or state environmental or other permits, and full compliance with all applicable Federal and state laws, regulations, and policies must be adhered to.



FAA
Detroit Airports District Office

Capital Improvement Plan Checklist

Directions - Complete a CIP checklist for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Airport Name: Fairfield County Airport

Location: Lancaster, Ohio

Project Description: Rehabilitate Taxiway B - Construction

ALP Approval Date: May 2008

Project Point of Contact:

Airport Sponsor: Fairfield County Airport Authority and Fairfield County Commissioners

Project Consultant: Crawford, Murphy & Tilly, Inc.

Total Cost of the project and anticipated funding sources

Total Cost: \$400,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$150,000	\$210,000	\$0	\$20,000	\$20,000	\$0

Financial Plan Required? YES NO

Project on approved ALP? YES NO

Airport Design Standards

Status of RSA's as it relates to the project/Meets Standards? YES NO

Status of RPZ as it relates to the project/Meets Standards? YES NO

Modification of design standards/Any requested? YES NO

Complete and attach the following:

Preliminary environmental checklist for CIP Projects YES NO

Project Justification/Narrative YES NO

Sketch (please label project) YES NO

Airport Sponsor Signature and Date



FY2020 - 2029 CIP Update

FAA
Detroit Airports District Office

Capital Improvement Plan Project Justification

Directions – Complete a programming work item sheet for each project that the airport is proposing to fund for FY 2020, FY 2021, and FY 2022.

Project Description: Rehabilitate Taxiway B - Construction

Total Cost of the project and anticipated funding sources

Total Cost: \$400,000

Funding Sources/Breakdown:

Entitlements	State Apportionment	Discretionary	State (non-FAA)	Local	Other
\$150,000	\$210,000	\$0	\$20,000	\$20,000	\$0

Justification:

List all reasons/needs for this project and include a detailed project description of existing conditions. Use extra pages if needed. If project is pavement rehab include age, thickness, distresses, PCI's, or any other factor that would affect the life of the pavement. For snow removal equipment provide a detailed analysis (existing and required) per AC 150/5220-20A.

Based on the last ODOT inspection in 2015, the existing PCI for taxiway B is 64. Pavement rehabilitation will increase the useful life of the pavement and reduce FOD.



FAA
Detroit Airports District Office

Preliminary NEPA Checklist for CIP Projects

Directions - Complete this checklist as a part of the CIP Package. This checklist is not a Categorical Exclusion or environmental clearance to do the project. It is a planning tool to assist the airport in determining the appropriate level of documentation needed for each project. The checklist must be filled out for each proposed project for FY 2020, FY 2021, and FY 2022.

FAA Order 1050.1F and 5050.4B and PPM 5050.20 should be consulted for specific project types and a list of extraordinary circumstances that need to be reviewed. If extraordinary circumstances are present, contact your ADO representative for further guidance.

Airport Name: Fairfield County Airport

Project Description: Rehabilitate Taxiway B - Construction

Is the project one of the following?

- | | |
|---|--|
| <input type="checkbox"/> Planning/Environmental Documentation | <input type="checkbox"/> Equipment Acquisition |
| <input type="checkbox"/> NEM/NCP preparation | <input type="checkbox"/> Instrumentation/NAVAIDs |

Reference: FAA Order 1050.1F

If you checked one of the projects above then **STOP**. The FAA-Detroit ADO will complete a Categorical Exclusion memo per Policy and Procedures Memorandum 5050.20.

Is the project one of the following?

- | |
|--|
| <input type="checkbox"/> Land Acquisition |
| <input checked="" type="checkbox"/> Repair, replacement, maintenance, upgrading of grounds, infrastructure, buildings, structures, or facilities |

Reference: FAA Order 1050.1F

If you checked one of the projects above, then you will need to prepare a CATEX Long Form as provided in PPM 5050.20. It is due to the FAA-Detroit ADO by December 1 of the fiscal year requesting funding. All documentation, agency coordination, any required Federal or state environmental or other permits, and full compliance with all applicable Federal and state laws, regulations, and policies must be adhered to.

An Administrative Approval for Fiscal Year (FY) 2019 Ohio Airport Matching Grant program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners

WHEREAS, ODOT agrees to provide grant funds for 5% of the eligible costs, a maximum of \$2,608 in State funds for costs associated with FAA grant 3-39-0044-027-2018; and

WHEREAS, the Airport Authority Board and the Board of Commissioners are both parties to the contract; and

WHEREAS, on behalf of the Airport Authority Board, Dr. Glenn Burns signed and approved the attached grant contract with ODOT on November 12, 2018; and

WHEREAS, County Administrator Carri Brown has authority for signing contracts up to \$50,000 is permitted as per resolution 2014-09.30.a; and

WHEREAS, the Prosecutor's Office has reviewed the agreement; and

NOW THEREFORE, BE IT APPROVED BY THE COUNTY ADMINISTRATOR, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the County Administrator signs and approves the attached FY2019 Ohio Airport Matching Grant Program contract.

GRANT CONTRACT

under

The Fiscal Year 2019 Ohio Airport Matching Grant Program

between the

**Fairfield County Airport Authority &
Fairfield Co. Commissioners**

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M19-25

FAA Project Number
3-39-0044-027-2018

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project. No. M19-25

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Fairfield County Airport Authority & Fairfield Co. Commissioners

agree as follows:

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M19-25

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The Fairfield County Airport Authority & Fairfield Co. Commissioners

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. M19-25

Standard Assurances: the assurances enumerated in Eligibility Requirements of the Criteria.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Article II, Section 3 of the Contract.

Total Project Cost: the total project cost as specified in Article II, Section 3 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended.

SECTION 2: SCOPE OF PROJECT

Reconstruct Taxiway at the Fairfield County Airport

SECTION 3: FUNDING

- 3.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.
- 3.2 The Project costs are as follows:

Total Project Cost:	\$52,150
Total Local Share:	\$2,608
Total Federal Share:	\$46,935
Total State Share:	\$2,608
- 3.3 ODOT agrees to provide Grant Funds to the Grantee 5 percent of the eligible costs, **up to a maximum of \$2,608 in State funds**. This maximum amount reflects the funding limit for the project, and ODOT will not increase the ODOT grant amount to reflect any change orders that might increase the FAA grant amount. Unless otherwise provided for, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0044-027-2018
- 3.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

- 3.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.
- 3.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.
- 3.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Partial Pay Requests: Partial pay requests shall be submitted to ODOT at the same time that pay requests are submitted to FAA, and shall be in letter form (See Appendix C on the ODOT Grant Program Website at: www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/Matching-Grant-Program.aspx) The following shall be included:
- a. A completed ODOT Pay Request Form (See Appendix D on the ODOT Grant Program Website)
 - b. A copy of the appropriate Invoice Summary submitted to FAA for the subject period.
- 4.2 Final Pay Request: The final pay request shall include the following:
- a. A letter from the Grantee requesting final payment
 - b. The Grant Closeout Letter sent by FAA to the Grantee
 - c. The Federal Form SF425, Federal Financial Report, submitted by Grantee to FAA as part of the project closeout process
- 4.3 Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

SECTION 5: PROJECT ADMINISTRATION

- 5.1 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

- 5.2 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.
- 5.3 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project. The Grantee shall also permit ODOT or any of its agents to inspect all project facilities and equipment.
- 5.4 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

SECTION 6: MAINTENANCE OF PROJECT FACILITIES AND EQUIPMENT AND PROJECT PERFORMANCE

- 6.1 The Grantee shall maintain the project facilities and equipment in good condition and working order, and in accordance with any guidelines, directives or regulations which ODOT or the FAA may issue. The Grantee hereby agrees that ODOT shall have the right to require the Grantee to restore the project facilities and equipment, or pay for any damage to the project facilities and equipment caused by the abuse or misuse of such property.
- 6.2 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

SECTION 7: GENERAL PROVISIONS

- 7.1 The Grantee and all project contractors shall fully comply with all existing and future federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

- 7.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA, including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.
- 7.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
- 7.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 7.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
- 7.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
- 7.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed

the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.

- 7.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 7.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
- 7.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
- 7.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- 7.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

7.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.

7.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

7.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

7.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

7.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, sexual orientation, genetic information, national origin, age, or disability. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

7.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Grantee's compliance with Title VI.

7.16.4 Compliance with Regulations: The Grantee will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

7.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

7.16.6 Solicitations for Contractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Grantee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

7.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

7.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FAA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancellation, termination, or suspension of the contract, in whole or in part.

7.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any contract or procurement as ODOT or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

7.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 *et seq.*)

7.17 DRUG-FREE WORKPLACE

Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace. Grantee shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

7.18 ETHICS REQUIRMENTS

Grantee agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

7.19 OHIO ELECTION LAW

Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

7.20 GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

The Grantee affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Grantee agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes part of this Contract.

7.21 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

7.22 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

7.23 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 3.2 is the Total Project Cost is the Total Project Cost.

8. EXECUTION

The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this _____ day of _____, 20_____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 21st day of November, 2018.

By: [Signature] [Signature]
Title: President to the Airport Board County Administrator

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Amy Brown-Thompson, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated 11/21/18, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 27th day of November, 2018.

By: [Signature] (Amy Brown Thompson)
Title: Fairfield County Asst. Prosecuting Attorney



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

Office of Aviation

2829 West Dublin-Granville Rd. Columbus, OH 43235

614-793-5040

transportation.ohio.gov

November 6, 2018

Staci Knisley, Fiscal Clerk
Fairfield County Airport Authority & Fairfield Co. Commissioners
3430 Old Columbus Rd. NW
Carroll, OH 43112

RE: FY2019 Ohio Airport Matching Grant Program

Dear Ms. Knisley:

I am pleased to inform you that the Ohio Department of Transportation (ODOT) has awarded a grant in the amount of **\$2,608** under the Ohio Airport Matching Grant Program for use at the **Fairfield County Airport**. The grant funds shall be used for the following FAA Grant Project: **3-39-0044-027-2018**

Reconstruct Taxiway

Enclosed is a copy of the **Grant Contract** for this project. Please return the grant contract, signed by the Grantee and by the Grantee's attorney, to the following address within thirty days of the above transmittal date:

Administrator, Office of Aviation
Attn.: Joe Ortega
2829 West Dublin-Granville Road
Columbus, OH 43235

When you return the **Grant Contract** you must include a certified copy of the action taken by the Grantee's governing body authorizing the acceptance of the grant.

Also enclosed is a copy of the **Standard Affirmation and Disclosure Form** required by Executive Order 2011-12K. Please complete and return the **Standard Affirmation and Disclosure Form** along with the Grant Contract. The Executive Order itself can be viewed on the internet at:
<http://procure.ohio.gov/pdf/E0201112K/E0201112K.pdf>

Excellence In Government

ODOT is an Equal Opportunity Employer and Provider of Services

Please retain copies of this material for your files.

Upon receiving the grant contract signed by the sponsor, ODOT will sign it and return a fully executed copy to you.

Requests for Payment

Partial Pay Requests: Partial pay requests shall be submitted to ODOT at the same time that pay requests are submitted to FAA, and shall be in letter form (See Appendix C on the ODOT Grant Program Website at: www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/Matching-Grant-Program.aspx)

The following shall be included:

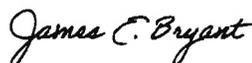
- a. A completed ODOT Pay Request Form (See Appendix C on the ODOT Grant Program Website)
- b. A copy of the appropriate Invoice Summary submitted to FAA for the subject period

Final Pay Request: The final pay request shall include the following:

- a. A letter from the Grantee requesting final payment
- b. The Grant Closeout Letter sent by FAA to the Grantee
- c. The Federal Form SF425, Federal Financial Report, submitted by Grantee to FAA as part of the project closeout process

I appreciate your concern for improving your facility and Ohio's aviation system. Please contact Joe Ortega (614) 387-2346 or Dave Dennis at (614) 387-2352 if you require additional information.

Respectfully,



James E. Bryant
Administrator
Ohio Department of Transportation
Office of Aviation

Enclosures

c: FY18 Matching Grant File, Fairfield County

ROUTING FORM FOR CONTRACTS

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

- A. Goods and/or Services in excess of \$50,000.00-- competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. Goods and/or Services in excess of \$50,000.00-- competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. The subject matter was exempt from competitive selection for the following reason(s):
 - 1. Under \$50,000
 - 2. State Term #: _____ (copy of State Term Contract must be attached)
 - 3. ODOT Term #: _____ (See R.C. 5513.01)
 - 4. Professional Services (See R.C. 307.86)
 - 5. Emergency (Follow procedure under ORC 307.86(A))
 - 6. Sole Source (attach documentation as to why contract is sole source)
 - 7. Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. Agreement not subject to Sections A-F (explain): State Contract for grant match
- H. ~~N/A~~ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
 - 1. No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 - 2. Obtained 3 quotes for purchases under \$50,000
 - 3. Purchase Order is included with Agreement

Signed this 13th day of November, 2018.

Jai A. Krisley, Budget Officer
Name and Title

Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is in compliance with any additional requirements.

Note:

The Standard Affirmation and Disclosure Form is to be completed with information provided by the prime contractor.

This information is to be provided for all contractors and subcontractors

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John Kasich. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://governor.ohio.gov/ExecutiveOrders.aspx>).

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive the contract will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

8101 N High St, Suite 150
(Address)

Columbus, OH 43235
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

S&ME
(Name)

6190 Enterprise Ct, Dublin OH 43016
(Address, City, State, Zip)

Baseline Surveying Inc.
(Name)

3010 East Pike Zanesville, OH 43701
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

8101 N High St, Suite 150
(Address)

Columbus, OH 43235
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

3430 Old Columbus Rd
(Name)

Carroll, OH 43112
(Address, City, State, Zip)

3430 Old Columbus Rd
(Name)

Carroll, OH 43112
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

~~8101 N High St, Suite 150~~
(Address)

~~Columbus, OH 43235~~
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

S&ME
(Name)

6190 Enterprise Ct, Dublin OH 43016
(Address, City, State, Zip)

Baseline Surveying Inc.
(Name)

3010 East Pike Zanesville, OH 43701
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

8101 N High St, Suite 150
(Address)

Columbus, OH 43235
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

S&ME
(Name)

6190 Enterprise Ct, Dublin OH 43016
(Address, City, State, Zip)

Baseline Surveying Inc.
(Name)

3010 East Pike Zanesville, OH 43701
(Address, City, State, Zip)

Prosecutor's Approval Page
Administrative Approval No. AA.11.21-2018.a

An Administrative Approval for Fiscal Year (FY) 2019 Ohio Airport Matching Grant program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners

(Fairfield County Commissioners)

Approved as to form on 11/21/2018 1:14:28 PM by Joshua Horacek,, Assistant Prosecutor

A handwritten signature in black ink, appearing to read "J. Horacek", is positioned above the typed name.

Joshua Horacek, Assistant Prosecutor
Prosecutor's Office
Fairfield County, Ohio

Signature Page

Administrative Approval No. AA.11.21-2018.a

An Administrative Approval for Fiscal Year (FY) 2019 Ohio Airport Matching Grant program contract between the Ohio Department of Transportation (ODOT) and the Fairfield County Airport Authority & Fairfield County Commissioners

(Fairfield County Commissioners)

Approved on 11/21/2018 1:23:03 PM by Carri Brown, County Administrator, pursuant Ohio Revised Code 305.30 and resolution 2014-09.30.a



Carri Brown, County Administrator
Board of County Commissioners
Fairfield County, Ohio



FINAL DETERMINATION

November 2, 2018

Fairfield Cty Bd Of Comms
210 E Main St
Lancaster, OH 43130

Re: DTE No: AE 1790
Auditor's No.: 1580
County: Fairfield
School District: Lancaster CSD
Parcel Number(s): 014-08005-00

This is the final determination of the Tax Commissioner on an application for exemption of real property from taxation filed on August 14, 2018.

I. Factual Background

The Applicant, Fairfield County Board of Commissioners, seeks exemption of real property from taxation, consisting of a portion of the county airport on approximately 40 acres. The Applicant acquired title to the property in various years decades ago. The Applicant leases the property to the Board of Trustees for the Fairfield County Regional Airport Authority to operate the airport.

This application is being decided simultaneously with DTE application number AE 1789, which requests exemption for the approximate 195-acre balance of airport property located on parcel 013-00678-00. The airport property previously consisted of a multitude of parcels with some being exempt; however, the auditor chose to consolidate most of the parcels for easier administration and record-keeping. Any exempt portions of the property were restored to the tax list beginning tax year 2017.

The subject property consists of airport runway, vacant land surrounding the runway, and farmland. Several of the hangars on the airport property are leased for private use, but these hangars are located on a parcel not subject to this exemption application.

The Fairfield County Airport Authority Board entered into a farm lease with Charles Eversole on October 15, 2010, for a term lasting until December 31, 2020. The agreement leases "twenty-eight (28) acre, more or less" for \$1.00 per acre, with 30.544 acres having ultimately been used for farming. According to the Fairfield County Auditor's property records, 23.324 acres of the above acreage is located on the subject parcel while 7.22 acres are located on parcel number 013-00678-00. According to Section 2 of the lease, the agreement is subject to the Land Exchange Agreement entered into by the Board of Commissioners of Fairfield County, Ohio and Gene & Charles Eversole on October 5, 2010. Section 4(d) of the Land Exchange Agreement, which is the portion of this agreement that applies specifically to the subject Eversole lease, enables the County Commissioners to terminate the Eversole lease by providing twelve months written notice of its intent to terminate to use the property for other airport priorities.

The Applicant claims that this 30.544 acres comprises part of the airport's runway protection zone ("RPZ"). The Applicant further claims that it acquired the acreage after being informed by the Federal Aviation Administration ("FAA") that the RPZ was inadequate to allow full use of the runway. The Application states that the RPZ is subject to stringent use and maintenance requirements, including preventing large vegetation, such as trees, from growing on the property. Furthermore, the Applicant states that "The property is not excess property, and it is not being farmed in order to derive revenue from excess property. Rather, the property was acquired for one exclusive, public purpose: to meet the FAA's requirements for a runway protection zone thereby providing adequate takeoff and landing clearance for the Airport."

The Lancaster City School District Board of Education filed an objection to the exemption on October 29, 2018, requesting the property be split-listed.

II. Ohio Revised Code Section 5709.08 and 5709.121

Exemption is being considered pursuant to Ohio Revised Code Section ("R.C.") 5709.08, which provides exemption for "public property used exclusively for a public purpose." The Ohio Supreme Court has held that there are three prerequisites which must be met in order for property to qualify for exemption under this statute: (1) the property must be public property; (2) the use thereof must be for a public purpose; (3) the property must be used exclusively for a public purpose. *Carney v. Cleveland* (1962), 173 Ohio St. 56.

In *Cleveland v. Perk* (1972), 29 Ohio St.2d 161, the Supreme Court of Ohio held that:

When *** private enterprise is given the opportunity to occupy public property in part and make a profit, even though in so doing it serves not only the public, but the public interest and a public purpose, such part of the property loses its identity as public property and its use cannot be said to be exclusively for a public purpose. A private, in addition to a public, purpose is then subserved.

The Supreme Court of Ohio has held that property owned by a public entity but leased to a private entity does not meet the requirements for exemption under R.C. 5709.08 or R.C. 5709.121. *State Teachers Retirement Board v. Kinney* (1981) 68 Ohio St. 2d 195, *see also* . *See Carney v. Cleveland*, (1962), 173 Ohio St. 56; *Cleveland v. Perk* (1972), 29 Ohio St. 2d 161 and *Dayton v. Roderer* (1977), 50 Ohio St. 2d 159.

Property owned by a public entity but leased to private individuals or entities for their personal use does not meet the requirements for exemption since the property is not being used for a public purpose. Furthermore, in *Licking County Park Dist. v. Zaino* (October 26, 2001), B.T.A. No. 2000-S-138, even though the park district claimed that the private farm lease on public land was incidental to the public use of the property and was necessary to maintain species diversity on the land, the board held that the farmed acreage was used primarily for agricultural use and did not qualify for exemption under R.C. 5709.08. *Id.* at *5-6. The board reasoned that the leased property was used primarily for agricultural purposes because the farming agreement was a formal lease and the park district did not maintain control over the property leased to the farmer. *Id.* at *6. Here, the Applicant argues that the primary purpose of acquiring the property and leasing it for farming purposes is to maintain the property for the FAA's strict runway protection zone requirements. Regulations requiring that no large objects be present on the property do not obviate the fact that the Applicant, through the Fairfield County Airport Authority Board, entered into a formal lease with an individual to farm the property and that the lease, despite the County's right to terminate the lease after providing a twelve-month notice to Mr. Eversole for airport reasons and Mr.

Eversole's requirement to adhere to all law and regulations (i.e. FAA, state, and local regulations), resembles a typical commercial leasing arrangement where the lessor, itself, does not retain extensive control over the property.

The acreage encompassed in the farming agreements is used for agricultural purposes. Although this portion of the property is owned by a public entity, the property, as reasoned above, is used primarily for farming and is not entitled to exemption pursuant to R.C. 5709.08. In light of the lease to a private entity, the leased portion of the subject property "lost its identity as public property used exclusively for a public purpose within the meaning of [the] Revised Code [section governing public use] and is not entitled to exemption from taxation". *Cleveland v. Perk* (1965), 2 Ohio St.2d 173. Therefore, the leased portion of the property is not entitled to exemption.

For leased property to be entitled to exemption, it must satisfy the requirements of R.C. 5709.121, which provides:

(A) Real property and tangible personal property belonging to a charitable or educational institution or to the state or a political subdivision, shall be considered as used exclusively for charitable or public purposes by such institution, the state, or political subdivision, if it meets one of the following requirements:

(1) It is used by such institution, the state, or political subdivision, or by one or more other such institutions, the state, or political subdivisions under a lease, sublease, or other contractual arrangement:

(a) As a community or area center in which presentations in music, dramatics, the arts, and related fields are made in order to foster public interest and education therein;

(b) As a children's, science, history, or natural history museum that is open to the general public;

(c) For other charitable, educational, or public purposes.

(2) It is made available under the direction or control of such institution, the state, or political subdivision for use in furtherance of or incidental to its charitable, educational, or public purposes and not with the view to profit.

Under this section, both the owner and the lessee must be charitable, public, or educational institutions, and the property must be used for a charitable, educational, or public purpose. Here, the lessee, Mr. Eversole, does not qualify as a charitable, educational, or public institution. Therefore, this portion of the property does not meet the requirements of R.C. 5709.121 and does not qualify for exemption.

III. Conclusion

Based upon information available to the Tax Commissioner, the Tax Commissioner finds that part of the property described in the application is entitled to be exempt from taxation pursuant to R.C. 5709.08, public purpose, and part of the property is not entitled to be exempt for the reasons set forth above. Pursuant to R.C. 5713.04, the Tax Commissioner orders that the property be split-listed as follows:

Property exempt from taxation:

The balance of the subject property not listed below as taxable

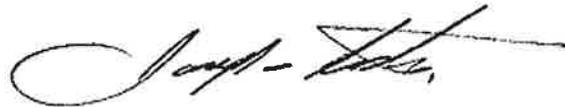
The Tax Commissioner orders that the portion of real property described above be entered upon the list of property in the county which is exempt from taxation for tax year 2018 and that taxes, penalties, and interest for tax year 2017 be remitted in the manner provided by R.C. 5715.22. The subject property shall remain on the exempt list until either the county auditor or the Tax Commissioner restores the property to the tax list.

Property to remain on the tax list:

23.324 acres leased for farming purposes

The Tax Commissioner further orders that penalties charged through the date of this determination be remitted.

THIS IS THE TAX COMMISSIONER'S FINAL DETERMINATION WITH REGARD TO THIS MATTER. NOTICE WILL BE SENT PURSUANT TO R.C. 5715.27 TO THE COUNTY AUDITOR. UPON EXPIRATION OF THE SIXTY-DAY APPEAL PERIOD PRESCRIBED BY R.C. 5717.02, THIS MATTER WILL BE CONCLUDED AND THE FILE APPROPRIATELY CLOSED.



Joseph W. Testa
Tax Commissioner

cc: Rich & Gillis Law Group
Mark Gillis
6400 Riverside Dr., Suite D
Dublin, OH 43017



FINAL DETERMINATION

October 31, 2018

Fairfield Cty Airport Authority
210 E Main St
Lancaster, OH 43130

Re: DTE No: ZE 2768
Auditor's No.: 1560
County: Fairfield
School District: Lancaster CSD
Parcel Number(s): 0140800500

This is the final determination of the Tax Commissioner on an application for exemption of real property from taxation filed on October 25, 2017. The procedure for applying for a property tax exemption is set forth in Ohio Revised Code Section 5715.27(A):

Except as provided in division (A)(2) of this section and in section 3735.67 of the Revised Code, the owner, a vendee in possession under a purchase agreement or a land contract, the beneficiary of a trust, or a lessee for an initial term of not less than thirty years of any property may file an application with the tax commissioner, on forms prescribed by the commissioner, requesting that such property be exempted from taxation and that taxes, interest, and penalties be remitted as provided in division (C) of section 5713.08 of the Revised Code.

The Ohio Supreme Court has determined that the Tax Commissioner does not have the statutory authority to consider an application for exemption in cases where the owner did not file the application. This determination of jurisdiction was made by the Board of Tax Appeals in *Total Health Care Plan, Inc. v. Zaino* (Dec. 17, 2004), B.T.A. No. 2003-A-57, citing the Ohio Supreme Court in *Performing Arts School of Metropolitan Toledo Inc. v. Wilkins* (2004), 104 Ohio St.3d 284, 2004-Ohio-6389. Since the issuance of that opinion, the General Assembly has granted additional parties standing to file an exemption application, but the underlying principle remains in effect that a party must have standing to file the application for the Tax Commissioner to have jurisdiction to consider the application.

In this case, title to the property is in the name of the Board of County Commissioners of Fairfield County, Ohio, therefore, the Applicant is not the owner of this property. The Applicant, a regional airport authority created and governed by Chapter 308 of the revised code, is a governmental entity separate and independent from a board of county commissioners. Also, a lessee with an initial term of not less than thirty years has standing to file the application, but here the Applicant's initial term is only five years. Without ownership or other evidence of eligibility as described above, the Applicant does not have standing to file for tax exemption on the property, and accordingly the Tax Commissioner does not have jurisdiction to consider the application. Therefore, the application is dismissed.

THIS IS THE TAX COMMISSIONER'S FINAL DETERMINATION WITH REGARD TO THIS MATTER. NOTICE WILL BE SENT PURSUANT TO R.C. 5715.27 TO THE COUNTY AUDITOR. UPON EXPIRATION OF THE SIXTY-DAY APPEAL PERIOD PRESCRIBED BY R.C. 5717.02, THIS MATTER WILL BE CONCLUDED AND THE FILE APPROPRIATELY CLOSED.

A handwritten signature in black ink, appearing to read "Joseph W. Testa", with a long horizontal flourish extending to the right.

Joseph W. Testa
Tax Commissioner

cc: Rich & Gillis Law Group
Mark Gillis
6400 Riverside Dr., Suite D
Dublin, OH 43017



Dear Taxpayer,

Enclosed is the Tax Commissioner's final determination regarding your case. The title is captioned either "Journal Entry" or "Final Determination".

You have the right to appeal this decision to the Board of Tax Appeals. Unlike appeals to the Tax Commissioner, proceedings before the Board of Tax Appeals are very formal, and the Board's procedures must be carefully followed. An appeal to the Board may be done in the following way:

- You have only **60 days** from the date you received the final determination to appeal.
- If you choose to appeal, you must send the Board of Tax Appeals your original notice of appeal **and** two copies. A copy of the enclosed final determination should also be attached to each notice of appeal. Your notice of appeal must **clearly** state why you are appealing. The law requires you to describe carefully each error which you believe the Tax Commissioner made.
- You must **also** send the Tax Commissioner a copy of your notice of appeal **and** a copy of the enclosed final determination.
- The Board of Tax Appeals and the Tax Commissioner **must each receive** the notice of appeal and the copy of the final determination within 60 days of your receipt of this final determination. To file your appeal on time, you must mail the notices by certified mail, express mail, or authorized delivery service and make sure that the recorded date is within 60 days of your receipt of the enclosed final determination. Ordinary mail delivery is not considered received until each agency actually receives your notice of appeal. Alternatively, you may personally deliver the notices before the 60 days are up to be sure both agencies receive it within the 60 day time limit. Appeals which are received late do not meet the requirements of the law and cannot be considered.

For your information, Ohio Revised Code Section 5717.02 appears on the back of this letter. This is the section of the Code stating the requirements for a proper appeal to the Board of Tax Appeals. You **must** follow all of these mandatory requirements in order to appeal. If you don't, you may lose your right to appeal. If you have questions regarding this determination, you may reach our office at 614-466-5744.

The mailing address for the Board of Tax Appeals is:

Rhodes State Office Tower
30 East Broad Street, 24th fl
Columbus, OH 43215

The mailing address for the Tax Commissioner is:

Rhodes State Office Tower
30 East Broad Street, 22nd fl
Columbus, OH 43215

5717.02 Appeal from final determination by tax commissioner or county auditor - procedure - hearing.

(A) Except as otherwise provided by law, appeals from final determinations by the tax commissioner of any preliminary, amended, or final tax assessments, reassessments, valuations, determinations, findings, computations, or orders made by the commissioner may be taken to the board of tax appeals by the taxpayer, by the person to whom notice of the tax assessment, reassessment, valuation, determination, finding, computation, or order by the commissioner is required by law to be given, by the director of budget and management if the revenues affected by that decision would accrue primarily to the state treasury, or by the county auditors of the counties to the undivided general tax funds of which the revenues affected by that decision would primarily accrue. Appeals from the redetermination by the director of development services under division (B) of section 5709.64 or division (A) of section 5709.66 of the Revised Code may be taken to the board of tax appeals by the enterprise to which notice of the redetermination is required by law to be given. Appeals from a decision of the tax commissioner or county auditor concerning an application for a property tax exemption may be taken to the board of tax appeals by the applicant or by a school district that filed a statement concerning that application under division (C) of section 5715.27 of the Revised Code. Appeals from a redetermination by the director of job and family services under section 5733.42 of the Revised Code may be taken by the person to which the notice of the redetermination is required by law to be given under that section.

(B) The appeals shall be taken by the filing of a notice of appeal with the board, and with the tax commissioner if the tax commissioner's action is the subject of the appeal, with the county auditor if the county auditor's action is the subject of the appeal, with the director of development services if that director's action is the subject of the appeal, or with the director of job and family services if that director's action is the subject of the appeal. The notice of appeal shall be filed within sixty days after service of the notice of the tax assessment, reassessment, valuation, determination, finding, computation, or order by the commissioner, property tax exemption determination by the commissioner or the county auditor, or redetermination by the director has been given as provided in section 5703.37, 5709.64, 5709.66, or 5733.42 of the Revised Code. The notice of appeal may be filed in person or by certified mail, express mail, facsimile transmission, electronic transmission or by authorized delivery service. If the notice of appeal is filed by certified mail, express mail, or authorized delivery service as provided in section 5703.056 of the Revised Code, the date of the United States postmark placed on the sender's receipt by the postal service or the date of receipt recorded by the authorized delivery service shall be treated as the date of filing. If notice of appeal is filed by facsimile transmission or electronic transmission, the date and time the notice is received by the board shall be the date and time reflected on a timestamp provided by the board's electronic system, and the appeal shall be considered filed with the board on the date reflected on that timestamp. Any timestamp provided by another computer system or electronic submission device shall not affect the time and date the notice is received by the board. The notice of appeal shall have attached to it and incorporated in it by reference a true copy of the notice sent by the commissioner, county auditor, or director to the taxpayer, enterprise, or other person of the final determination or redetermination complained of, but failure to attach a copy of that notice and to incorporate it by reference in the notice of appeal does not invalidate the appeal.

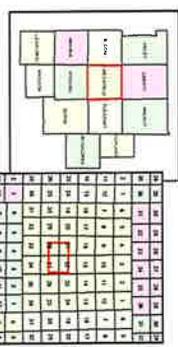
(C) A notice of appeal shall contain a short and plain statement of the claimed errors in the determination or redetermination of the tax commissioner, county auditor, or director showing that the appellant is entitled to relief and a demand for the relief to which the appellant claims to be entitled. An appellant may amend the notice of appeal once as a matter of course within sixty days after the certification of the transcript. Otherwise, an appellant may amend the notice of appeal only after receiving leave of the board or the written consent of each adverse party. Leave of the board shall be freely given when justice so requires.

(D) Upon the filing of a notice of appeal, the tax commissioner, county auditor, or the director, as appropriate, shall certify to the board a transcript of the record of the proceedings before the commissioner, auditor, or director, together with all evidence considered by the commissioner, auditor, or director in connection with the proceedings. Those appeals or applications may be heard by the board at its office in Columbus or in the county where the appellant resides, or it may cause its examiners to conduct the hearings and to report to it their findings for affirmation or rejection.

(E) The board may order the appeal to be heard upon the record and the evidence certified to it by the commissioner, county auditor, or director, but upon the application of any interested party the board shall order the hearing of additional evidence, and it may make an investigation concerning the appeal that it considers proper. An appeal may proceed pursuant to section 5703.021 of the Revised Code on the small claims docket if the appeal qualifies under that section.

GREENFIELD TOWNSHIP
FAIRFIELD COUNTY, OHIO

SECTION - 21, 22 TOWNSHIP -15 RANGE - 19

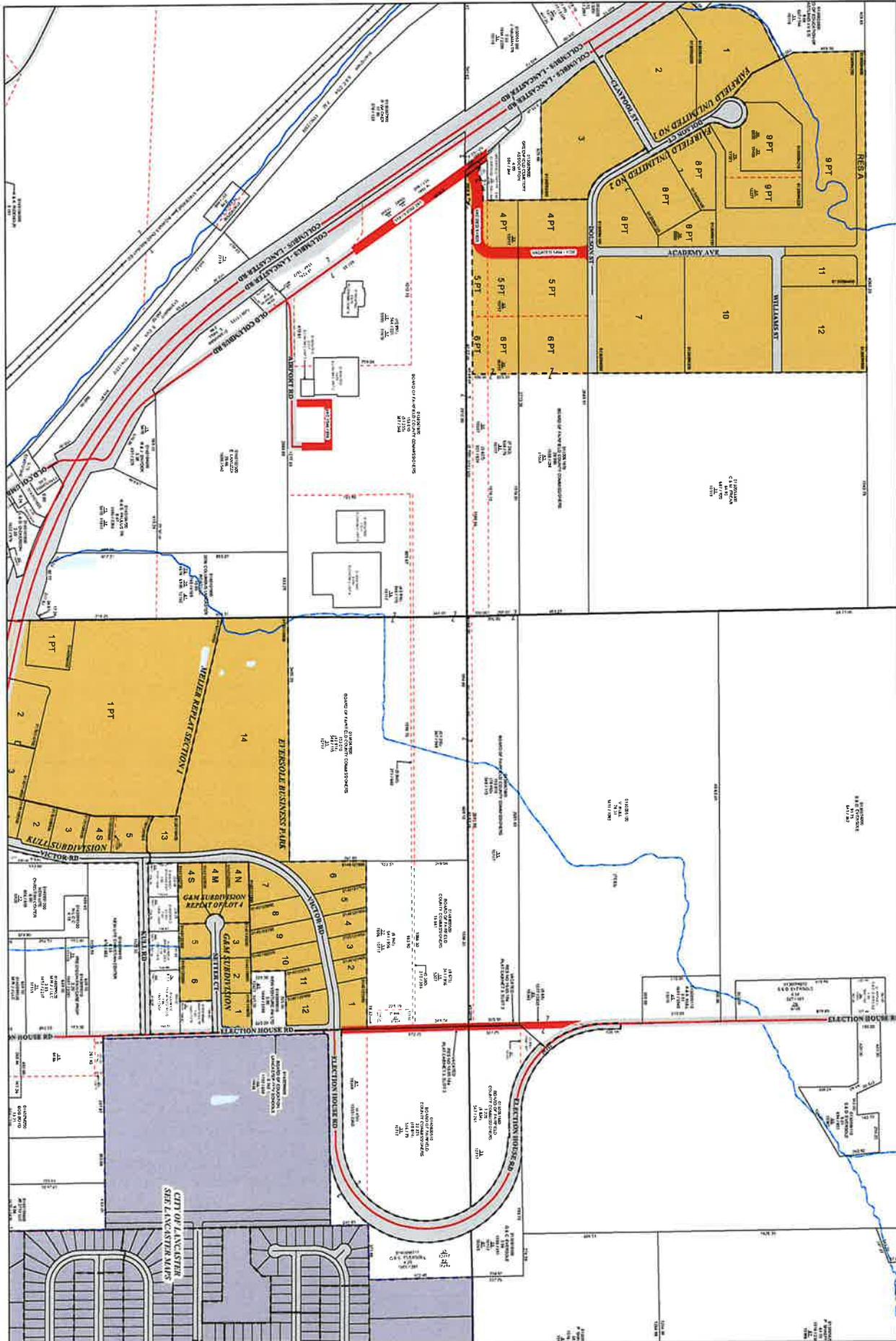


- LEGEND**
- Part Line
 - Full Line
 - Right-of-Way
 - Subdivision Boundary
 - Easement Boundary
 - Section Line
 - Adjoining Owners
 - Adjoining Owner
 - Vacated Block

PREPARED BY:
 FAIRFIELD COUNTY
 GIS DEPARTMENT

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NOTE: LOT DIMENSIONS AND AREA MEASUREMENTS ARE APPROXIMATE AND SHOULD BE USED AS A GUIDE ONLY. REFERENCED MAPS ARE AVAILABLE AT THE FAIRFIELD COUNTY GIS DEPARTMENT.



2019 Airport Budget (Proposed)

DESCRIPTION	2018 Rev/Exp	2017 Rev/Exp	2019 Final
FUEL EXCISE TAX REIMBURSEMENT	\$ 2.80	\$ 2.96	\$ -
CHARGES FOR SERVICES	\$ -	\$ -	\$ -
FEES - OVERNIGHT AIRPORT	\$ 357.50	\$ 345.00	\$ -
JET FUEL - AIRPORT	\$ 240,821.71	\$ -	\$ 260,000.00
RENTS AND ROYALTIES	\$ 108,723.48	\$ 124,549.28	\$ 193,000.00
RENTS - T-HANGARS	\$ -	\$ -	\$ -
RENT - BOX HANGARS	\$ -	\$ -	\$ -
AIRPORT EASEMENT ROYALTY	\$ -	\$ -	\$ -
SPACE RENT AT AIRPORT	\$ -	\$ 500.00	\$ 500.00
RENT - AIRPORT TIE DOWNS	\$ -	\$ -	\$ -
OTHER RECEIPTS	\$ -	\$ -	\$ -
INSURANCE REIMB	\$ 2,062.51	\$ 3,985.00	\$ -
REFUNDS	\$ -	\$ 9,368.00	\$ -
REFUND OF PRIOR YR EXPENSES	\$ -	\$ 15,979.16	\$ -
INTERFUND TRANSFERS IN	\$ 156,000.00	\$ 176,000.00	\$ 75,000.00
AUCTION/PRIVATE SALES	\$ 50.00	\$ 500.00	\$ -
CONTRACTUAL SERVICES	\$ (93,204.42)	\$ (87,231.38)	\$ (150,000.00)
TAX APPRAISAL	\$ (139,288.62)	\$ (37,441.56)	\$ (15,000.00)
REPAIR AND MAINTENANCE	\$ (29,948.01)	\$ (23,582.51)	\$ (23,000.00)
COMMUNICATIONS/TELEPHONE	\$ (1,874.21)	\$ (2,177.60)	\$ (2,100.00)
ADVERTISING	\$ (499.77)	\$ -	\$ (2,000.00)
TRAVEL REIMBURSEMENT	\$ (56.56)	\$ (35.74)	\$ (100.00)
MATERIALS & SUPPLIES	\$ (5,343.90)	\$ (4,653.01)	\$ (14,000.00)
GENERAL OFFICE SUPPLIES	\$ (14.93)	\$ (330.57)	\$ (500.00)
CLOTHING-TAXABLE	\$ -	\$ -	\$ -
ENERGY	\$ (17,182.95)	\$ (17,622.71)	\$ (25,000.00)
FUEL (GASOLINE/DIESEL)	\$ (239,807.39)	\$ -	\$ (250,000.00)
CAPITAL OUTLAY	\$ (34,113.00)	\$ (30,796.37)	\$ (10,000.00)
CONSTRUCTION IN PROGRESS	\$ -	\$ -	\$ -
EQUIPMENT, SOFTWARE & FIXTURES	\$ (1,150.00)	\$ (5,500.00)	\$ (1,000.00)
FURNITURE & FIXTURES	\$ -	\$ -	\$ -
REFUNDS OF HANGAR DEPOSITS	\$ -	\$ (630.00)	\$ (1,000.00)
TRANSFERS	\$ -	\$ -	\$ -
TRANSFERS, GRANT MATCH	\$ -	\$ (148.47)	\$ -
RENTS AND ROYALTIES	\$ -	\$ -	\$ -
Remaining to Carry Over			\$ 34,800.00

Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$1,036.66	n/a	October fuel fees	10/1-10/31
Sundowner Aviation	\$1,906.60	n/a	October rent fees	10/1-10/31
Historical Aircraft Squadron	\$1,000.00	n/a	clearing brush and mowing nw property of the airport	n/a
Pyatt's Petroleum	\$4,035.36	10790	service call and test meters for fuel equipment	10/22/2018
Crawford Murphy Tilly	\$732.66	200617	construct taxiway D - design phase	7/28-8/31
Crawford Murphy Tilly	\$1,250.00	200604	rehabilitate taxiway B lighting - design, bid, and construction phase	7/28-8/31
Lancaster Fire Safety	\$2,923.70	L17098	annual fire safety equipment	9/17/2018
RD Holder	\$652.01	0391111-IN	gasoline & diesel fuel	10/22/2018
Total Invoices for 11.12.18 Board Meeting	\$13,536.99			