

**Fairfield County Airport Authority Board Meeting**  
**3430 Old Columbus Rd NW**  
**Carroll, Ohio 43112**  
**Minutes for December 10, 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, Rick Szabrak, and Bill Fagan. Also present were Staci Knisley, Al Moyer, James Shadd, George Brock, Ben Cooley, and Pat Rooney.

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

Mr. George Brock stated he would like to make an inquiry on the Old Med-flight house. He is a flight instructor and is interested in the space. There is an advantage to him to stay there at times.

Mr. Kochis reported that there are opportunities for commercial use such as aeronautical businesses for the benefit of Economic Development. The County does not favor residential use. It needs a lot of work for it to be residential. Also, renting the property will tax-exemption status will be lifted and immediately the re-coup of taxes will be due.

Mr. Kochis recommends that Mr. Brock submit a proposal the board for the use that he is interested in. Now, it is not available or ready for any public use.

Mr. Kochis will get with Mr. Brock to view the house.

**Approval of Minutes for the November 12, 2018 meeting**

*On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the minutes from the November 12, 2018 meeting.*

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

**Approval of Minutes for the November 21, 2018 special meeting**

*On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the November 21, 2018 special meeting.*

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

**Historical Aircraft Squadron (HAS) update**

Mr. Moyer with HAS reported that he, Eric Meister, Kip Kelsey, and Jon Kochis had a meeting related to the Runway 28 right hand pattern. We talked about any problems that might come up. They would like pilots to be notified to use 5 knots or less and to use Runway 28.

Dr. Burns reported that to his knowledge, it is still at the pilot's discretion on what runway to use.

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Mr. Rooney reported that the next sectional will state right pattern (RP). Sundowner Aviation, Airport Management already put out a notice in every hangar for the tenants.

Mr. Moyer with HAS also reported that the current regulator is off but the taxi lights are working. He talked with the contractor working on the lighting project. They blew a couple of parts so they are piggy-backing to the runway current regulator. He suggested to the contractor to run all the lights on the current regulator to save on electricity. He also talked with Mr. Cooley with Crawford Murphy Tilly about this.

**Sundowner/Airport Manager Update**

a. Monthly Board Report

Mr. Shadd presented Sundowner Aviation's monthly report, see attached to minutes. He reported that there are 3 hangar vacancies and that flying and fuel sales are down due to the weather.

**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 Aviation grant  
Most of the taxiway lighting project should be done by the end of the week. There will be seeding done in the spring due to erosion and settling.
- FY2018 FAA grant application – Construct Taxiway Delta  
Plans will be ready at the end of 2018 or January of 2019. The intent of the pre-application is to submit higher dollars to cover any Geotech field work. He has a draft of plans if anyone wants to review them.

Mr. Kochis reported that the county must show the FAA that we will meet our apportionment for next year. He asked if there were any geo-technical issues.

Mr. Cooley reported that there a few issues that the contingencies budget will cover. The intent of the application covers contingencies.

- FY2019 ODOT Aviation grant -Rehabilitate Terminal Apron  
The rehabilitation of the Apron bidding will begin in spring 2019. ODOT is reviewing the plans.

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- FAA Supplemental Grant Priorities  
The application was submitted. There were thousands of applications submitted. It could be at least 2-3 months before we hear anything.

Mr. Kochis emailed Congressman Stivers office to let him know the positives of the Airport relating to these grant opportunities.

- ACIP and FAA Pre-Application  
There will be some financial documents that need prepared and signed before year end.

**b. Payment to Appalachian Foothills Contracting, Inc. for the Taxiway B Lighting Project, Application #3**

**Approval for the payment of \$100,529.89 to Appalachian Foothill Contracting, Inc. for the Taxiway B Lighting Project**

*On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the payment of \$100,529.89 to Appalachian Foothills Contracting, Inc. for the Taxiway B Lighting Project.*

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

- c. Runway Protection Zone (RPZ) Tree Trimming  
Mr. Kochis heard back from the State Forest Trooper relating to property owner Mr. Cooper. He hopes to approach other property owners in 2019. He asked Mr. Szabrak if he hears of any new development in the River Valley Highland housing development near Rainbow, let him know.
- d. Tax Assessments  
Mr. Kochis reported that the Board of Commissioners accepted the agreement by the County Board of Revision. The 2017 & 2018 tax years in the Lancaster City School District will be assessed at the agreed upon rate by the County Board of Revision. In 2019 we will be able to file for exemption on the east end of the airport.
- e. Capital Improvement
  - Storm Water System Rehab

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Mr. Kochis reported that the mortar patching will be finished in the spring. In January, he will have proposals for the RPZ loop area. There are 3 areas that have erosion.

- MS4 Training

Mr. Kochis led training. See sign in sheet and training information sheet attached to minutes.

2. **Community Relations – Michael Kaper & Rick Szabrak**

Mr. Szabrak reported that he provided a report relating to the Airport to the Board of Commissioners last week. There was a study done in 2014 by ODOT looking at community airports economic impacts. It estimated that the Airport was responsible for 121 jobs in the county and there was up to \$9 million impact. He also spoke with the Lancaster Eagle Gazette (LEG) also. There might be an article in the LEG soon.

Mr. Szabrak reported that Eastland/Fairfield Career Center did get approval to have a certified aviation technology program for the 2019 school year. There is a meeting on Tuesday December 18 at 8:30 a.m. He will attend the meeting. Ohio University is considering donating an old aircraft to the program.

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

Mr. Ferguson reported that the maintenance hangar ceiling had some weak spots that were fixed. There are other issues on the edge plate, also.

Mr. Ferguson reported that there is fence that needs repaired. It is located at the end of Runway 28.

**Approval to seek repair estimates for the fence repair with a not to exceed \$1,500**

*On motion of Jon Kochis and second of Pat Ferguson, to seek repair estimates for the fence repair with a not to exceed of \$1,500.*

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

Mr. Ferguson also reported that the front door to the terminal needs repair estimates. Mr. Rooney already called for an estimate.

4. **FBO Liaison – Pat Ferguson**

Nothing new to report.

5. **Finance - Glenn Burns**

- a. Financial Reports

The Board reviewed the financial reports.

b. Payment of Bills

**Approval for payment of bills totaling \$24,838.87**

*On motion of Rick Szabrak and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$24,838.87. (See invoice summary attached to minutes)*

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

6. **Security – Jon Kochis & Bill McNeer**

Nothing new to report.

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

a. Rent Status Spreadsheet

The Board reviewed the spreadsheet. There were no comments.

b. F4 terminated lease

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

Mr. Szabrak still needs pictures for the Airport. He asked Mr. Shadd for an update.

**Old Business**

a. County Prosecutor services

Mr. Kochis presented the draft contract. The 1<sup>st</sup> year the Prosecutor will waive any costs but thereafter services will be \$5,000 a year. Final contract is to be on the Airport Board agenda in January.

b. FBO Contract

Mr. Kochis reported that the Prosecutor has approved the contract. If approved tonight, the Board of Commissioners will have it on their agenda in January.

**Approval of Fixed Base Operator (FBO) contract for Airport Management Services**

*On motion of Michael Kaper and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve the FBO contract for Airport Management Services, see attached to minutes.*

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

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c. Request for Qualifications (RFQ) for Engineer Services

Mr. Kochis has a draft RFQ for engineering services. He will send the draft to the FAA and then present it at the January meeting.

**New Business**

a. MOU with Board of Commissioners

Mr. Kochis stated that the Board of Commissioners would like to forgive the amount relating to the purchase of the Med-Flight property. Rescinding Section 3 of the MOU will take care of it.

**Approval to Rescind Section 3 of Memo of Understanding (MOU) with Board of Commissioners**

*On motion of Rick Szabrak and second of Bill McNeer, the Fairfield County Airport Authority voted to approve to rescind section 3 of the MOU with the Board of Commissioners, see attached to minutes.*

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

**Informational Items**

The Board reviewed the following informational items.

a. **FAA letter relating to Diesel Exhaust Fluid (DEF)**

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

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

a. Insurance expires 12/15/18

Ms. Knisley will contact Arthur Gallagher insurance for an update. The last year coverage was \$2,610.

Mr. Szabrak stated that the county and other boards use CORSA for their insurance. He asked that CORSA be contacted for coverage information.

**Approval with a not to exceed of \$3,500 and to check on coverage and costs with CORSA**

*On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to approve with a not to exceed of \$3,500 and to check on coverage and costs with CORSA.*

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

b. FBO contract expires 12/31/2018

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

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- d. Fuel Card Reader (revisit in May 2019)
- e. 50-year Anniversary – May 18, 2019 (Tentatively Scheduled)  
Mr. Szabrak reported that HAS and Motts Museum is on board. He will call again tomorrow to schedule a meeting next week.
- f. HAS lease agreement w/Commissioners expires on 12/31/19
- g. HAS authorization for use of 3 unoccupied hangars expires 12/31/19
- h. Doug Majors Noxious Weed Control agreement expires 12/31/2020
- i. FAA lease for space expires 9/30/2022 (Pat F. following up to amend lease for moving to another area)
- j. 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 7:11 p.m.

**Next meeting is Monday, January 14, 2019 at 6:00 pm at the Airport Terminal**

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*Meeting minutes for the December 10, 2018 meeting were approved on January 14, 2019.*

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





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**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  
  
Appalachian Foothills has substantially completed the project and will finish the punchlist items in the spring 2019. Pay Application #3 is reviewed, and payment is recommended.
2. FAA FY18 Grant – Construct Taxiway D  
Design is underway, preliminary plan walkthrough was completed this afternoon. Survey and Geotech field work have been completed. Plans and specification review schedule for FAA at the end of 2018, early January 2019.
3. FY 19 ODOT Aviation Grant – Rehabilitate Terminal Apron  
Project scope includes a 2" mill and asphalt overlay of the terminal apron pavements. 90% plans and specifications sent to ODOT for review today. Bidding scheduled for February 2019, and construction start June 2019.
4. FAA Supplemental Grant Update – Jan/Feb 2019 at best
5. ACIP and FAA Pre-Application  
ACIP and Preapplication have been prepared and are ready for submittal.
6. Action Items:
  - a. None



# Your Municipal Maintenance Facility Concerns

## Tour of the area with staff and supervisors:

- Where is the facility Storm Water Pollution Prevention Plan (SWP3)?
- Who is the facility supervisor?
- Who is the back-up facility supervisor?
- Who conducts quarterly inspections?
- Where is the spill kit and what's in it?
- Is the dumpster covered?
- Are there holes or leaks from the dumpster?
- Where are the final release points from the storm water system or runoff points where spills can be contained?
- Are there materials stored outside that can pollute runoff?

## What pollutants do we see in the area?

- Fueling island spills
- Salt and brine storage
- Vehicle washing area run-off
- Oil and Grease build up
- Antifreeze
- Soap
- Paints
- Litter/Trash
- Sediment
- Leaching compost piles
- Chlorinated water
- Painted or greasy scrap metal

**Anytime you encounter storm water with color, sheen, bubbles or odors contact your supervisor.**

### Ohio EPA

General contact 614-644-2001  
Emergency Spill Response 1-800-282-9378

## FOURTH QUARTER OF 2018

### Education and training for local municipal staff and supervisors

I have:

- toured the facility
- identified pollutants risks
- observed the location of the Storm Water Pollution Prevention Plan (SWP3)
- discussed spill response
- identified responsible supervisors and quarterly inspectors of the facility

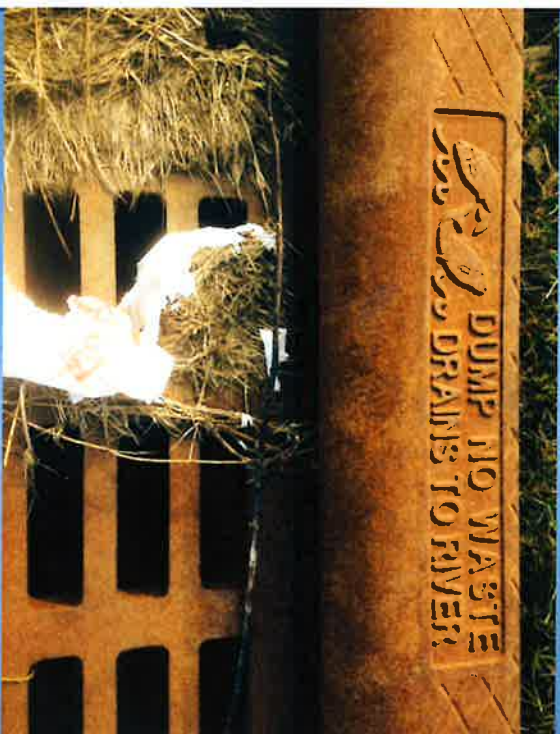
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Signature

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Date



Our Storm Water  
Pollution Solutions  
For Municipal Facilities



Remember only rain  
down the drain!

## Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Historical Aircraft Squadron	\$100.00	n/a	10/9 & 10/10 - mowing old med flight property	10/9&10/10
Sundowner Aviation	\$1,705.00	n/a	November rent fees	11/1-11/30
Crawford Murphy Tilly	\$3,165.00	0201092	construct taxiway D - design phase	9/1-9/28
Crawford Murphy Tilly	\$2,851.00	0201072	rehabilitate taxiway B lighting - design, bid, and construction phase	9/1-9/28
Crawford Murphy Tilly	\$7,027.70	0201376	construct taxiway D - design phase	9/29-10/26
Crawford Murphy Tilly	\$2,261.21	0201356	rehabilitate taxiway B lighting - design, bid, and construction phase	9/29-10/26
Crawford Murphy Tilly	\$4,205.00	0201091	design, bid and construction phase to rehab Apron A & I1	9/1-9/28
Crawford Murphy Tilly	\$2,305.00	0201378	design, bid and construction phase to rehab Apron A & I2	9/29-10/26
Sundowner Aviation	\$1,218.96	n/a	gas reel repair & door insulation	9/14 & 9/17
Total Invoices for 12.10.18 Board Meeting	\$24,838.87			

AIRPORT MANAGER AND FIXED BASE OPERATION AGREEMENT

THIS AGREEMENT is entered into this 10<sup>th</sup> day of December, 2018, effective as of January 1, 2019 ("Effective Date") at Lancaster, Ohio, between Sundowner Aviation, LLC ("Manager") and The Fairfield County Airport Authority Board ("Authority") and the Fairfield County Board of Commissioners("Commissioners").

WHEREAS, the Fairfield County Board of Commissioners owns the Fairfield County Airport land and buildings.

WHEREAS, the Commissioners have entered into an agreement with the Fairfield County Airport Authority to operate the Fairfield County Airport, its facilities, appurtenances and certain airport equipment ("Airport");

WHEREAS, the Authority desires that Manager provide airport management of the general aviation, commercial aviation and other activities at the Airport, as set forth herein;

WHEREAS, the Authority desires that fixed base operations be provided to general and commercial aviation at the Airport;

WHEREAS the Manager desires to and is willing to provide such airport management of the general aviation, commercial aviation and other activities at the Airport; and

WHEREAS, the Manager desires to and is willing to provide fixed base operations at the Airport, and to lease certain facilities, appurtenances, and airport equipment from the Authority.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Manager and the Authority agree to the following terms and conditions.

1) Term

This Agreement term shall commence on January 1, 2019 through December 31, 2020 with a mutual option to renew for one (1) additional year. The Authority and Manager reserve the right to renegotiate any and/or all parts of the agreement.

2) Leased Property

- a) The Authority leases to Manager:
  - i) The Administration Terminal building (1) minus a working space of one desk and filing cabinet. (see Exhibit A)
  - ii) Four (4) T-Hangar Bays
  - iii) Authority owned equipment listed (see Exhibit B)
- b) Unless otherwise agreed to in writing between Authority and Manager, all improvements made to the leased property by Manager shall revert to Authority upon termination of this Agreement.

3) Compensation

In consideration for the Manager's compliance with its rights, duties and obligations set forth herein, Manager shall not be required to remit payment to the Authority for its use of the Airport or any of its use of the leased property listed in 2a.

Moreover, the Authority shall pay to the Manager for management of the Airport as set forth herein the amount of

- a) \$3,700 per month (payable after the 1st of each month)
  - i) Year 2 the amount increases to \$4,000 per month if the following metrics are met;
    - (1) No decrease in fuel sales greater than 5% in calendar year 2019 (calculating only months where the Airport is open the majority of the month)
    - (2) Hanger Occupancy greater than 66 Hangers (~10%) of available to lease hangers, averaged over the 2019 calendar year.
- b) \$.10 per gallon of 100LL sold; to be billed by Manager on the 1st of each month for the prior month's sales
- c) \$.10 per gallon Jet A fuel sold; to be billed by Manager on the 1st of each month for the prior month's sales
  - i) For fuel truck DELIVERY sales, an additional \$.30 (30 cents) per gallon will be paid to the Manager provided that Sundowner Aviation charges the additional \$.30 to the customer. Documentation that the delivery service was completed must be provided to the Authority in the monthly report.
- d) 10 % of hangar bays rental income of Buildings F,G,O,P,Q, & R calculated on a modified accrual basis based on occupancy and completed lease agreements.
- e) All monies received for overnight and one week or less hangar bay rental and ramp rental fees will be split 50/50 between the Manager and the Authority. Compensation to the Manager for temporary hangar bay rentals over one week will be at 10%, see preceding section 3d.

#### 4) Use of Airport Facilities

Manager shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aides, terminal facilities and aircraft parking areas designated by the Authority in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport.

#### 5) Required Services of Airport Manager

Manager is granted by the Authority the exclusive privilege to serve, and Manager agrees to serve as Airport Manager of the Fairfield County Airport, providing full and complete management services at the Airport as follows:

- a. To negotiate with the direction of Authority's designee or of the Fairfield County Board of Commissioners, for goods and services required to conduct Authority or Fairfield County Board of Commissioners' activities specifically delegated to Manager by Authority, however, no contract shall be entered into on behalf of the Authority by Manager in excess of One Thousand (\$1,000.00) without the prior written or e-mailed approval of the Buildings and Grounds designee of the Authority, except for tenant and emergency repairs and services.
- b. To, on behalf of the Authority and during regular business hours, to be on site and act as Agent for the Authority for security related matters and tenant relations, to include the collection of executed leases to the Board Secretary within 24 hours of receipt. (see Exhibit D)

- c. To, on behalf of the Authority to act as a Fairfield County's Airport representative to any economic development opportunities. The Manager should display information from the county's economic development department and ask questions to learn about why clients are using our airport. When discussions with clients may be economic development leads, the Manager and staff should gather contact information and provide it to the Fairfield County economic development department. The Airport Manager or other personnel should convey professionalism with all clients to further the economic development of the Airport and the County.
- d. The Manager shall not be responsible for performing maintenance and/or repairs to Authority-owned hangars and grounds but shall receive requests for maintenance to such hangars and grounds during regular business hours. All requests shall be forwarded to the Managers Airport Authority liaison or a company or individual approved by the Authority to perform maintenance on such hangars if the cost is estimated less than \$1,000.
- e. The Manager shall be responsible for managing, monitoring and record keeping for the fuel pumps, fuel truck and fuel sales system, and for record keeping and reporting of fuel deliveries and sales to the Authority.
- f. The Manager shall be responsible for maintaining a monthly record of aircraft based at the airport. This record will include the FAA registry N-Number when applicable. The Manager shall submit the record monthly to the board secretary and report the total in the monthly board report.
- g. The Manager or duly authorized subordinate shall attend all meetings of the Fairfield County Airport Authority Board. The Manager shall provide the following information in writing at each regularly scheduled board meeting:
  - i. T-Hangar Bay Occupancy
  - ii. R-Hangar Bay Occupancy
  - iii. Preceding month new lease/rental agreements
  - iv. Preceding month ramp fees & overnight/weekly, month to month hangar fees
  - v. Fuel Sales (Jet and 100LL) for preceding month and calendar year to date
  - vi. Number of operations for the preceding month (best estimate)
  - vii. Total number of based aircraft (per section 5f)
  - viii. Hangar maintenance issues for preceding month
  - ix. Tenant or public comments from preceding month
  - x. Any incidents (e.g., violations reported to FAA, security breach, runway incursions, aircraft incidents on the airport)
  - xi. Incident reports for any known person injury or property damage during preceding month (see Exhibit E) Person injury reports are to be forwarded to the Fairfield County Human Resource Department

**Note: No Conflict of Interest shall exist between the Manager's role as the Airport Manager, Fixed Base Operator, and the tenant of the Airport.**



6) Maintenance of Airport Facilities

- a. Manager, at Manager's cost and expense, shall keep the leased premises and grounds as defined in this agreement (Exhibit F) in a neat and orderly condition and shall be responsible for day to day maintenance of the interior of the Administration Building (including but not limited to janitorial services) window washing and general upkeep.
- b. Manager, using equipment and supplies provided by the Authority and at his own expense for labor, shall coordinate with other parties authorized by the Authority the mowing and landscaping upkeep of all improved areas within the confines of the leased property also known as the Terminal Area (Exhibit F). These areas shall be mowed by another party authorized by the Authority not fewer than weekly during the growing season and maintained in such a fashion as not to be a hazard to aviation and to discourage the habitation of such improved areas by wildlife which could be a hazard to aviation.
- c. Except as provided otherwise in this Agreement, Manager shall maintain, or cause to be maintained, the leased premises, as well as all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions at the cost and expense of the Authority, as, in its opinion, are required and necessary for the safe and efficient day-to-day operations of the Airport, unless otherwise provided herein, and unless such maintenance, repairs, replacements or additions are caused by or are in direct result of negligence by another tenant, its employees, agents or invitees. Any issues should immediately be reported to the Authority liaison.
- d. Manager shall immediately notify the Authority, in writing or by e-mail, of any defect or damage to the Leased Property as well as to all public and common or joint use areas of the Airport, including the Air Operations Area, which is not attributable to the day-to-day operation of the Airport. Manager shall immediately notify the Authority as soon as such condition appears. Authority agrees to effect necessary repairs and/or replacements and/or improvements as soon as possible to maintain said Leased Property as well as any kind and all public and common or joint use areas of the Airport, including the Air Operations Area, in a safe usable condition, and to maintain compliance with any and all requirements, orders, directives, and directions of the Federal Aviation Administration, Transportation Security Administration, Fire Marshall, Environmental Protection Administration, Federal Communications Commission or other federal, state, regional or county regulatory agency.
- e. Items of major maintenance to the Leased Property as well as to all public and common or joint use areas of the Airport, including the Air Operations Area shall be the responsibility of the Authority. All costs of maintenance to, and inspection and periodic calibration of navigational lighting, fuel delivery equipment, sewage and water treatment equipment, meteorological equipment and navigational aids shall be the responsibility of the Authority. If any issues are reported to the Manager, Manager shall report the same to the Authority immediately in accordance with section 5d.
- f. Manager shall notify Authority of the results, comments and recommendations of any and all inspections conducted by regulatory agencies.

## 7) Required Services of Fixed Base Operators

Manager is granted by the Authority the non-exclusive privilege to engage in, and Manager agrees to engage in the business of providing full and complete fixed base operation services at the Airport daily, except for Thanksgiving, Christmas and New Year's Day, during operational hours set by Authority policy, in compliance with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. (see Exhibit C)

Such fixed base operation services shall, at a minimum, include:

- a. Ramp service including sale and self-service of aviation fuels, lubricants and other related aviation products;
- b. Apron servicing of aircraft, including itinerant parking and storage for both based and non-based aircraft upon or within the Leased Property;
- c. Customary accommodations and courtesies for the convenience of users, including pilot lounge area, informational services and direct telephone services;
- d. Equipment and trained personnel to remove, upon request, disabled aircraft from those portions of the Airport provided and made available by the Authority for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and directly associated areas which are not leased by Manager or any other tenant on the Airport (Airport Operations Area).

Manager shall have the right to enter into agreement(s) to employ or engage subcontractor(s) to provide some or all the services under Section 7 above, provided that such agreements shall comply with the Minimum Standards for Aeronautical Activity at Fairfield County Airport. The name, qualification and other pertinent data regarding any such subcontractor, along with a copy of any agreements between the Manager and subcontractor shall be submitted to Authority.

The selection, retention, assignment, direction and payment of Manager's employees shall be the sole responsibility of Manager, and Authority shall not attempt to exercise any control over the daily performance of duties by Manager's employees.

Manager shall comply with state and federal law regarding hiring employees and subcontractors, including but not limited to, FLSA, FMLA, Worker's Compensation, ADA, Title VII of the Civil Rights Act of 1964.

## 8) Compliance with Regulations

- a. Manager, in the conduct of its obligations under this Agreement, shall comply with all Federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the FAA, FCC, and the Authority now or in the future, including but not limited to the Minimum Standards for Aeronautical Activity and FCAA Security Procedures Manual for the Fairfield County Airport, and Manager shall keep in effect and post in a prominent place at the Airport, all necessary and/or required licenses or permits.

- b. Manager agrees that no person, on the grounds of race, gender, color, creed or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport facilities, in the construction of any improvements on, over or under such land and the furnishing of services. Manager shall comply with all other requirements imposed by or pursuant to Title 49, Code of Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended. In the event of the breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Agreement and to reenter and repossess the facilities and hold it.

9) Rules and Regulations Promulgated by the Board

Authority shall provide Manager with a complete and up-to-date copy of all rules and regulations promulgated by the Authority including but not limited to the Minimum Standards for Aeronautical Activity at Fairfield County Airport, a copy of which is attached hereto and incorporated herein by reference as Exhibit C and the FCAA Security Procedures Manual, a copy of which is attached hereto and incorporated herein by reference as Exhibit E. Manager shall serve as an advisor to the Authority or any rule making committee thereof in matters related to Airport operations. Manager shall post and maintain such rules and regulations promulgated by the Authority, in a prominent place at the Airport. Manager shall attend each Board meeting monthly to update the Authority on the status of current operations. Manager will include any unusual incidents to the board at the monthly meeting.

10) Non-Exclusive Right

The Authority reserves the right to grant others certain rights and privileges upon the Airport which are substantially like those granted to the Manager, in its capacity as a fixed based operator only, under this Agreement. If so granted, the Authority covenants and agrees that:

- a. It shall enforce all minimum operating standards or requirements for all aeronautical endeavors and activities conducted at the airport as set forth in the Minimum Standards for Aeronautical Activity at Fairfield County Airport and the FCAA Security Procedures Manual;
- b. It will not permit any other operator of aeronautical endeavors or activities to operate on the Airport under rates, terms or conditions which are more favorable than those set forth in this Agreement; and
- c. It will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport except under an approved lease and operating agreement with the Authority.

The Authority reserves the right to have access to the conference room located in the Administration Building for its meetings at no charge. The public, upon reasonable notice to Manager, may be permitted access to the same conference room on a first-come-first-served basis at no charge for public meetings during normal posted hours of operation of the Airport. However, Manager shall have the right to deny access to the conference room to the public when such access shall interfere with the conduct of Manager's business activities or meetings of Authority.

Authority reserves the right to close the runway, taxiways, and other areas for maintenance, repair or replacement purposes, and agrees that reasonable notice will be given to Manager of its intent to close the same in other than emergency situations.

#### 11) Authorized Services of Fixed Base Operator

In addition to the services required to be provided by Manager, the Manager is granted by the Authority the non-exclusive privilege to engage in the following services:

- a. Ramp services including loading and unloading of passengers, baggage, mail and freight; providing ramp equipment, aircraft cleaning and other services for air carriers and other persons or firms;
- b. Special flight services, including aerial sight-seeing, aerial advertising, and aerial photography;
- c. The sale of new and used aircraft;
- d. Federal Aviation Administration approved repair, examination and maintenance services of based and non-based aircraft;
- e. Federal Aviation Administration approved flight training services including ground school and testing;
- f. Aircraft rental and lease-back services;
- g. Aircraft charter operations and services, conducted by Manager or subcontractor of Manager under FAR Part 135; and
- h. Retail sale of food/beverages and aviation related merchandise.

#### 12) Qualification of Airport Manager

The Manager may select and appoint a natural person as its agent who also may be the full-time manager of its fixed base operations at the Airport. Such appointment shall be submitted to Authority for approval, which will not be unreasonably withheld.

The Manager shall be experienced in the aviation industry and in business management, a minimum of 3 years' experience or education in the field is recommended. The Manager must be vested with full power and authority to act in the name of the fixed base operator with respect to the method, manner and conduct of the operation of the fixed base services to be provided under this Agreement.

The Manager shall be available at the Airport during regular business hours and, during Manager's absence, a duly authorized subordinate shall be in charge and available at the Airport. Emergency telephone numbers for the Airport Manager and his duly appointed subordinate shall be posted in the Administration Building in such a fashion as to be visible from outside said building.

All necessary trainings and certifications to perform the duties of this contract shall be the responsibility of the manager at his cost.

#### 13) Oversight

Manager shall be empowered to oversee the use of all facilities and improvements of a public nature which now are or may be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by the Authority and shall be authorized to enforce compliance with Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

**NO RIGHT OR PRIVILEGE HAS BEEN GRANTED TO THE MANAGER, AS MANAGER, WHICH WOULD OPERATE TO PREVENT ANY PERSON, FIRM OR CORPORATION OPERATING AIRCRAFT ON THE AIRPORT FROM PERFORMING SERVICE ON ITS OWN AIRCRAFT WITH ITS OWN REGULAR EMPLOYEES, INCLUDING MAINTENANCE AND REPAIR SERVICES UNLESS SUCH SERVICE IS NOT IN COMPLIANCE WITH STANDARDS FOR AERONAUTICAL ACTIVITY AT FAIRFIELD COUNTY AIRPORT.**

14) Non-Competition

Except for those rights reserved by Authority herein, Authority shall not engage directly or indirectly, other than its capacity of landlord, in any of the activities granted to Manager herein.

15) Operating Standards

In providing any of the required or authorized services or activities, Manager shall operate for the use and benefit of the public and shall meet or exceed the following standards:

- a. Manager shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport;
- b. Manager shall furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for its services at the Airport;
- c. Manager shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service, however, that Manager may be allowed to make reasonable and non-discriminatory discount rebates or other types of price reductions to volume purchasers or charitable causes;
- d. Manager shall provide, at its sole expense, a sufficient number of employees to provide the services required or authorized in this Agreement in an efficient and effective manner;
- e. Manager shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the Authority, including the Minimum Standards for Aeronautical Activity and the FCAA Security Procedures Manual for the Fairfield County Airport.

16) Suppliers

Manager shall have the sole right to choose its vendors and suppliers in providing required and authorized services and Authority shall not attempt to exercise any control or influence over the selection of its vendors and suppliers.

17) Independent Contractor Status

In conducting its business, Manager acts as an independent contractor. Manager is liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances will Authority be liable for or required to pay taxes or fees owed by Manager. This includes, but is not limited to, taxes and fees for flight training, mechanical work, and other side business conducted by Manager on leased premises of the Authority.

18) Aerial Approaches

Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Manager from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport, which in the opinion of the Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.

19) Indemnification

Manager shall assume, defend, indemnify and hold harmless the Authority and the Fairfield County Commissioners, their officers, agents, employees, their successors and assigns, for and from any and all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to person or property of any person, including but not limited to the agents, employees, invitees and licensees of either of the parties hereto and to the property of any of them arising out of or connected with or incidental to, either directly or indirectly, either the leasing, use occupancy or condition of the leased premises, the exercise of the Manager's rights hereunder, or the covenants and obligations of Manager under this Agreement, except to the extent caused by the negligent acts or omissions of the Authority, its employees or agents. Manager shall pay all costs, expenses, claims, fines, penalties, damages and attorneys' fees that may in any manner arise out of or be imposed because of Manager's failure to comply with this Agreement, whether assessed by any governmental body against the Authority as either property owner or as Airport operator. The provisions of this paragraph and the provisions of all other indemnity provisions contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

20) Insurance

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of public liability insurance during the term of this Agreement. Said insurance policy shall contain minimum coverages of One Million Dollars (\$1,000,000) for any one accident.

Manager shall secure, pay for and keep in full force and effect and supply evidence to the Authority of such other casualty or liability insurance policies customary for the business activities contemplated. Manager shall maintain liability insurance that covers premises liability, product and completed operations, personal injury, advertising injury, fire, auto liability, independent contractor's liability, and mobile equipment.

All insurance policies under this Agreement and so maintained by Manager shall include the Authority and the Board of County Commissioners of Fairfield County, Ohio as additional insureds under the terms of the policy. Authority shall provide to Manager a certificate of insurance for Airport and facilities, upon request of Manager.

## 21) Utilities

The Authority agrees to pay the costs of all utilities necessary for the efficient operation of the Administration Building, Authority-owned hangars, exterior security lighting, sewage and water treatment equipment, navigational lighting, navigational aids now installed and to be installed in the future, and all-weather reporting equipment. Such weather reporting, navigational lighting and aids include, but are not limited to, the ASOS, runway lights, taxiway lights, strobe lights, beacon lights, ADF system and localizer system. Authority will pay the cost of trash collections and terminal telephone services.

## 22) Early Termination

- a. This Agreement may be terminated by Manager upon the occurrence of any one of the following events:
  - i. The abandonment of the Airport as an airport or airfield of any type, class or category of airport.
  - ii. The default by Authority in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Authority to remedy, or undertake to remedy, to Manager's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Manager to remedy same;
  - iii. Damage to or destruction to all or a material part of the Airport facilities necessary to the operation of Manager's business if not repaired or replaced by Authority within a reasonable period;
  - iv. The lawful assumption by the United States, or any authorized agency, of the operation, control or use of any substantial part of the Airport in such manner as to substantially restrict Manager from conducting business operations for a period more than ninety (90) days.
- b. This Agreement may be terminated by Authority upon the occurrence of any one of the following events:
  - i. The default by Manager in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Manager to remedy, or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from Authority to remedy same;
  - ii. Manager is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Manager and such receivership is not vacated within ninety (90) days after the appointment of such receiver.

Exercise of the rights of termination set forth in sub-paragraphs 1 and 2 above shall be by written notice of the other party within thirty (30) days following the event giving rise to the termination. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to that or any other covenant or condition.

### 23) Assignment

Manager shall not assign its rights, privileges and obligations under this Agreement without the expressed prior written approval of Authority. Manager shall provide at least thirty (30) days written notice to Authority of its intent to assign, and provide Authority with the name, address and telephone number of the intended assignee.

### 24) Miscellaneous

- a. This Agreement embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect except as agreed to by Authority and Manager, in writing, and shall be binding and inure to the benefit of the parties and their respective successors and assigns.
- b. If any term, covenant or condition of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- c. The validity, interpretation, and performance of this Agreement shall be governed in all respects by the laws of the State of Ohio, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The Parties hereby agree that any action, proceeding or claim arising from or relating in any way to this Agreement shall be brought and enforced in the Fairfield County Court of Common Pleas or the United States District Court for the Southern District of Ohio Eastern Division, and Parties irrevocably submit to such jurisdiction, which jurisdiction shall be exclusive. The Parties hereby waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.
- d. The Parties to this Agreement hereby acknowledge and agree that they are the principals and have the power, right, and authority to enter into this Agreement.
- e. All notices required by this Agreement shall be sent by certified mail to the respective addresses listed below or to such other addresses as a party may designate by written notice:



FBO Manager: Patrick J. Rooney

15800 Burcham Rd  
Logan OH 43138

Authority:

Fairfield County Airport Authority  
c/o Staci Knisley  
3430 Old Columbus Road, NW  
Carroll, Ohio 43112

Fairfield County Commissioners:

210 East Main Street  
Lancaster, OH 43130

d. This Agreement is to be construed in accordance with the laws of the State of Ohio.

**25) Exhibits**

The following documents attached hereto are hereby incorporated into and made part of this Agreement:

- a. Exhibit A – Plan of Premises
- b. Exhibit B – List of Equipment (as of January 1, 2019)
- c. Exhibit C – Minimum Standards for Aeronautical Activity at Fairfield County Airport
- d. Exhibit D – FCAA Security Procedures Manual (not for public dissemination)
- e. Exhibit E – Incident /Injury Report
- f. Exhibit F – Leased Premises

The parties signed this Agreement on December 10, 2018.

On behalf of: Fairfield County Airport Authority  
[Signature]  
Glenn R. Burns, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this 10<sup>th</sup> day of December, 2018, before me personally appeared Glenn R. Burns to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he voluntarily executed the same as his own free act and deed and the voluntary act and deed of the Fairfield County Airport Authority.

[Signature]  
NOTARY PUBLIC



STACI A. KNISLEY  
Notary Public, State of Ohio  
My Commission Expires 8/21/22

My commission expires 8/21/22

[Signature]  
On Behalf of: Sundowner Aviation, LLC

STATE OF OHIO )  
 ) SS:  
COUNTY OF FAIRFIELD )

On this 10<sup>th</sup> day of December, 2018, before me personally appeared Patrick J. Rooney to me known to be the person described herein, and who executed the foregoing instrument and acknowledged that he/she voluntarily executed the same as his own free act and deed and the voluntary act and deed of Sundowner Aviation, LLC.

[Signature]  
NOTARY PUBLIC



STACI A. KNISLEY  
Notary Public, State of Ohio  
My Commission Expires 8/21/22

My commission expires 8/21/22

The legal form and correctness of  
The within document is hereby approved:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*County Commissioners Resolution*



# Exhibit B – List of Equipment (as of January 1, 2019)

DEPT./LOC./CLASS	ASSET	TAG DESCRIPTION	SERIAL	ACQUIRED	VERIFIED
<b>DEPARTMENT: 1260 – AIRPORT</b>					
<b>LOCATION: 310 – AIRPORT</b>					
<b>404 - JANITORIAL/MAINT</b>					
	1122	BUSH HOG 2715 MOWER	1200523	06/12/2008	
407 - VENDING	00007411	007410A AVGAS PUMP <small>1 Items in this SubClass</small>		11/29/2004	
407 - VENDING	00007411	007410B AVGAS PUMP		11/29/2004	
407 - VENDING	00007411	007410C JETA PUMP		11/29/2004	
407 - VENDING	10340	10340 SELF SERVE CREDIT CARD TERMINA <small>4 Items in this SubClass</small>		09/30/2003	
420 - LIGHTING SYSTEM EQUIPME	00008201	008208A BEACON & TOWER INSTALLATION		09/26/2001	
420 - LIGHTING SYSTEM EQUIPME	2102	2102 EQUIPMENT FOR AIRFIELD LIGHTING	12650	02/28/2013	
425 - GENERAL EQUIPMENT	2271	2271 HIGHLIFT CEILING FAN <small>2 Items in this SubClass</small>		02/23/2015	
425 - GENERAL EQUIPMENT	2273	2273 HIGHLIFT CEILING FAN	MPF6-15051-003-00	02/23/2015	
425 - GENERAL EQUIPMENT	14424	14424 SNOW THROWER <small>3 Items in this SubClass</small>	1F25B10447	07/25/2014	
434 - TRACTORS	2675	2675 2017 JOHN DEERE Z915E TRACTOR	1TC915ECEHT054053	05/22/2017	
435 - TRAILERS	2528	2528 AVGAS REFUELER/TRAILER (FUEL CART) <small>1 Items in this SubClass</small>		06/30/2016	
500 - FURNITURE & FIXTURES	10896	10896 BLACK LEATHER OFFICE CHAIR <small>1 Items in this SubClass</small>		07/12/2006	
500 - FURNITURE & FIXTURES	10897	10897 ASHLEY REC SOFA BROWN		07/12/2006	
500 - FURNITURE & FIXTURES	10898	10898 RECLINER LOVESEAT		07/12/2006	
500 - FURNITURE & FIXTURES	10899	10899 ROCKING RECLINER		07/12/2006	
500 - FURNITURE & FIXTURES	10900	10900 ROCKING RECLINER		07/12/2006	
500 - FURNITURE & FIXTURES	10901	10901 ASHLEY END TABLE		07/12/2006	
500 - FURNITURE & FIXTURES	10902	10902 ASHLEY END TABLE		07/12/2006	
500 - FURNITURE & FIXTURES	10903	10903 PUB TABLE		07/12/2006	
500 - FURNITURE & FIXTURES	10904	10904 PUB TABLE		07/12/2006	
500 - FURNITURE & FIXTURES	10905	10905 PUB CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10906	10906 PUB CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10907	10907 PUB CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10908	10908 PUB CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10910	10910 TC BAYRE LOVESEAT		07/12/2006	
500 - FURNITURE & FIXTURES	10911	10911 BLACK LEATHER OFFICE CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10912	10912 BALCK LEATHER OFFICE CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10913	10913 BLACK LEATHER OFFICE CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10914	10914 BLACK LEATHER OFFICE CHAIR		07/12/2006	
500 - FURNITURE & FIXTURES	10915	10915 BLACK LEATHER OFFICE CHAIR <small>19 Items in this SubClass</small>		07/12/2006	

DEPT / LOC / CLASS

ASSET

TAG DESCRIPTION

SERIAL

ACQUIRED

VERIFIED

# FIXED ASSETS WORKSHEET

**DEPARTMENT**  
1260 - AIRPORT



DEPT / LOC / CLASS	ASSET	TAG DESCRIPTION	SERIAL	ACQUIRED	VERIFIED
DEPARTMENT: 1260 - AIRPORT					
LOCATION: 310 - AIRPORT					
404 - JANITORIAL/MAINT	1122	BUSH HOG 2715 MOWER 1 Items in this SubClass	1200523	06/12/2008	OK
407 - VENDING	00007411	007410A AVGAS PUMP 1 Items in this SubClass		11/29/2004	OK
407 - VENDING	00007411	007410B AVGAS PUMP		11/29/2004	OK
407 - VENDING	00007411	007410C JETA PUMP		11/29/2004	OK
407 - VENDING	10340	SELF SERVE CREDIT CARD TERMINA 4 Items in this SubClass		09/30/2003	OK
420 - LIGHTING SYSTEM EQUIPMEN	00008201	008208A BEACON & TOWER INSTALLATION		09/26/2001	OK
420 - LIGHTING SYSTEM EQUIPMEN	2102	EQUIPMENT FOR AIRFIELD LIGHTING 2 Items in this SubClass	12650	02/28/2013	OK
425 - GENERAL EQUIPMENT	2271	2271 HIGHLIFT CEILING FAN 2 Items in this SubClass	MPPF6-15051-003-00	02/23/2015	OK
425 - GENERAL EQUIPMENT	2273	2273 HIGHLIFT CEILING FAN	MPPF6-15051-004-00	02/23/2015	OK
425 - GENERAL EQUIPMENT	14424	14424 SNOW THROWER 3 Items in this SubClass	1F25B10447	07/25/2014	OK
434 - TRACTORS	2675	2675 2017 JOHN DEERE Z915E TRACTOR 1 Items in this SubClass	1TC915ECEHT054053	05/22/2017	OK
435 - TRAILERS	2528	2528 AVGAS REFUELER/TRAILER (FUEL CART) 1 Items in this SubClass		06/30/2016	OK
500 - FURNITURE & FIXTURES	10896	10896 BLACK LEATHER OFFICE CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10897	10897 ASHLEY REC SOFA BROWN		07/12/2006	OK
500 - FURNITURE & FIXTURES	10898	10898 RECLINER LOVESEAT		07/12/2006	OK
500 - FURNITURE & FIXTURES	10899	10899 ROCKING RECLINER		07/12/2006	OK
500 - FURNITURE & FIXTURES	10900	10900 ROCKING RECLINER		07/12/2006	OK
500 - FURNITURE & FIXTURES	10901	10901 ASHLEY END TABLE		07/12/2006	OK
500 - FURNITURE & FIXTURES	10902	10902 ASHLEY END TABLE		07/12/2006	OK
500 - FURNITURE & FIXTURES	10903	10903 PUB TABLE		07/12/2006	OK
500 - FURNITURE & FIXTURES	10904	10904 PUB TABLE		07/12/2006	OK
500 - FURNITURE & FIXTURES	10905	10905 PUB CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10906	10906 PUB CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10907	10907 PUB CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10908	10908 PUB CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10910	10910 TC BAYRE LOVESEAT		07/12/2006	OK
500 - FURNITURE & FIXTURES	10911	10911 BLACK LEATHER OFFICE CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10912	10912 BALCK LEATHER OFFICE CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10913	10913 BLACK LEATHER OFFICE CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10914	10914 BLACK LEATHER OFFICE CHAIR		07/12/2006	OK
500 - FURNITURE & FIXTURES	10915	10915 BLACK LEATHER OFFICE CHAIR 19 Items in this SubClass		07/12/2006	OK





Note: The above list reflects a verified inventory of this department's fixed assets as of close of business of the date indicated below.

Name: Jon Kochis

Signature:

*Jon Kochis*  
*12/10/18*

Date:

12/10/18



**MINIMUM STANDARDS FOR  
AERONAUTICAL ACTIVITIES  
AT THE FAIRFIELD COUNTY AIRPORT  
(KLHQ)  
LANCASTER, OHIO 43130**

Revised December 8, 2014

## **MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AT THE COUNTY AIRPORT**

**PURPOSE:** The purpose of these Minimum Standards for Aeronautical Activities at the Fairfield County Airport is to establish uniform minimum standards and uniform minimum procedures to govern public and private tenants and aeronautical activities at the Fairfield County Airport to enhance safety.

**POLICY:** To afford any entity or individual, whether public or private, fair and reasonable opportunity, without discrimination, the opportunity to use or lease available Airport Facilities for the purpose of promoting or engaging in general and commercial aviation operations subject to these Minimum Standards. These Minimum Standards are established based on FAA Advisory Circulars (AC 150/5190-7 dated August 28, 2006 and 150/519006 dated January 4, 2007) All users of the Airport are encouraged to exceed these Minimum Standards, but none will be permitted to fall below these Minimum Standards.

### **SECTION I – IMPLEMENTATION AND APPLICATION**

- A. These Minimum Standards shall apply to all users of the Airport and be incorporated into all leases, use agreements, permits and the like, by reference.
- B. Any person or entity wishing to use any Airport including but not limited to buildings, hangars, land and the like, whether short term or long term, shall make an application. in writing, to the Authority and shall be furnished a copy of these Minimum Standards.
- C. The application for the use of any Airport facility shall set forth, in detail, the following:
  - 1. the name and address of the applicant;
  - 2. the proposed use, facility and/or activity sought. including location and size;
  - 3. the requested facility, if any, including location and size;
  - 4. the names and qualifications of the personnel to be involved in conducting such activity;
  - 5. the proposed duration, in hours, days, months or years, of the proposed use, including set up and tear down;

6. the financial responsibility of the applicant and operator to carry out the activity sought;
7. the technical ability of the applicant and operator to carry out the activity sought;
8. the tools, equipment, services and inventory, if any, proposed;
9. the estimate of costs for any development and improvements;
10. the proposed schedule for construction, if any; and
11. an agreement to provide proof of insurance for such use upon execution of an agreement, including an additional insured endorsement naming the Authority.

## **SECTION II -DEFINITIONS**

**A. Aeronautical Activity.** Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**B. Airport:** Shall mean the Fairfield County Airport.

**C. Airport Facility:** Shall mean any portion of the Airport, including but not limited to parking areas, terminals, hangars, tie downs, rest rooms, picnic areas, fueling areas, runways, taxiways, roadways, access areas and maintenance areas as set forth in the most current Airport Layout Plan.

**D. Airport Manager:** Shall mean any individual or entity appointed by the Authority to oversee the day-to-day operations of the Airport including, but not limited to those functions set forth herein as to be executed by the Authority and ensuring that users of the Airport follow these Minimum Standards. In the event of the appointment of an Airport Manager, such Airport Manager shall have the authority to enforce these Minimum Standards with the advice and consent of the Authority.

**E. Authority:** Shall mean the County Airport Authority including but not limited to its Board of Directors and members thereof. Any and all rights, responsibilities and

duties of the Authority may, at its sole discretion, be designated to an Airport Manager who will carry out such rights, responsibilities and duties as if set forth herein.

**F. Airport Sponsor.** The Fairfield County Airport Authority is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required of sponsors, which are contained in the AIP grant agreement and property conveyances.

**G. Construction Material:** Shall mean all permanent surfaces, excluding glass, which are or will be used on building facades, roofs, and surrounding and decoration.

**H. Flammable:** Shall mean any substance, whether fluid, gas or solid, susceptible to igniting readily or exploding.

**I. Master Plan or Airport Layout Plan:** Shall mean the approved scaled dimensional layout of the entire Airport, indicating current and proposed usage for each identifiable segment as approved by both the Fairfield County Regional Airport Authority and the Federal Aviation Administration, which may be modified from time to time.

**J. Minimum Standards:** Shall mean the minimum qualifications and requirements established herein for Aeronautical Activity at the Airport.

**K. Operator:** Shall mean Private Fixed Based Operator, Private Non-Based Operator, Commercial Fixed Based Operator or Commercial Non-Based Operator, as defined herein.

1. **Private Fixed Based Operator:** A person engaged in Aeronautical Activities on the Airport, while using the Airport as their base of operations, including maintaining aircraft, when the purpose of said Aeronautical Activity is not to secure earnings, income, compensation or profit.
2. **Private Non-Based Operator:** A person engaged in Aeronautical Activities on the Airport, but whose base of operation is not on the Airport, when the purpose of said Aeronautical Activity is not to secure earnings, income, compensation or profit.
3. **Commercial Fixed Based Operator:** A person engaged in Aeronautical Activities on the Airport, while using the Airport as their base of operations including maintaining of Aircraft, when the purpose of said Aeronautical Activity is to secure earnings, income, compensation or profit.
4. **Commercial Non-Based Operator:** A person engaged in Aeronautical Activities on the Airport, whose base of operations is not on the Airport, when the purpose of said Aeronautical Activity is to secure earnings, income, compensation or profit.

L. Person: Shall mean any individual, firm, partnership, corporation, company, association, LLC, joint-stock association or governmental entity, including trustees, receivers, assignees or representatives.

M. Public Facilities: Shall mean Ladies and Men's rest rooms, lobby and waiting area equipped with seating, drinking water, and telephone. These facilities are to be open to and for the benefit of the public using the Airport during hours of operation.

N. Self Fueling: Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein and can be subject to minimum standards. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

O. Fractional Aircraft Ownership. Fractional ownership programs are subject to an FAA oversight program similar to that provided to air carriers, with the exception of en route inspections. The FAA has for a long time and under certain circumstances, interpreted an aircraft owner's right to self-service to include operators. For example, a significant number of aircraft operated by airlines are not owned but leased under terms that give the operator airline owner-like powers. The same is true for other aeronautical operators such as charter companies, flight schools, and flying clubs, which may not hold title to the aircraft, but through leasing arrangements, for example, retain full and exclusive control of the aircraft for long periods of time. The same is true of 14 CFR Part 91 Subpart K. Fractional ownership companies are subject to operational control responsibilities, maintenance requirements, and safety requirements not unlike 14 CFR Part 135 operators..

P. Storefront trim: Shall mean mullions, doors, sills and window frames.

Q. Sign: Shall mean any device, light, letter, work, model, banner, pennant, insignia, trade flag, or representation that is designed to be seen from the outside of a building: it advertises activities, goods, produces, services or facilities available



either on the lot where the sign appears or in some other location. The definition includes electric signs in windows or doors.

### **SECTION III - RULES OF OPERATION**

- A. All Aeronautical Activities on the Airport shall be conducted pursuant to the Federal Aviation Administration, the Ohio Department of Transportation – Office of Aviation, the Ohio Revised Code, the Federal Communications Commission and the Authority.
- B. All flight operations will be conducted per standard traffic procedures as outlined in the current Aeronautical Manual and Federal Aviation Regulations.
- C. All flight operations will be planned so as to avoid flight over populated areas whenever possible, particularly low levels and high noise levels, without compromising flight safety.
- D. Special events or demonstrations are only to be conducted with prior approval of all applicable regulatory bodies, including but not limited to the Federal Aviation Administration and Authority.
- E. All persons operating aircraft at the Airport shall hold at least a valid student pilot certificate unless otherwise authorized by the Authority in writing.
- F. Aircraft shall taxi at a safe and reasonable speed for existing conditions.
- G. Aircraft that are unattended shall be properly secured and locked.
- H. Aircraft owner/pilot preventative maintenance and cleaning is to be performed in an area designated by the Authority and shall be confined to that maintenance to which he or she is qualified and permitted to do as specified in Appendix D to Federal Aviation Regulation 43.
- I. All aircraft maintenance other than owner/pilot maintenance shall be completed by a qualified and licensed person or facility who shall enter into maintenance lease agreement with the Authority prior to conducting such maintenance.
- J. No aircraft operating from the Airport shall be operated for hire or to secure earnings, income, compensation or profit unless and until the owner/pilot of such aircraft enters into a lease agreement for such Aeronautical Activity with the Authority.
- K. All aircraft based at the Airport shall be covered by liability insurance with the following minimum coverage:
  - 1. Bodily injury – one hundred thousand dollars per person (\$100,000); Five hundred thousand dollars per accident (\$500,000)

2. Property damage – One million dollars per accident (\$1,000,000)

Proof of insurance shall be submitted to the Authority before or upon execution of a lease, as requested. The Authority and the Board of County Commissioners of Fairfield County shall be named as additional insured.

- L. All fuel products dispensed into aircraft at the Airport shall be approved fuel for the specific aircraft.
- M. Self-fueling will be permitted only when in compliance with the following requirements.
  - a. Self-fueling is accomplished only in the "safe" area designated by the Authority and only when at least 100 feet from the buildings or other hazards.
  - b. Fuel may only be dispensed by pump from trucks and other containers in good operating condition and as approved by the Environmental Protection Agency and the State of Ohio Fire Marshall for fueling purposes.
  - c. The aircraft fuel container and fuel truck must be properly grounded.
  - d. All fuel filters shall comply with standards for the type of fuel being dispensed.
  - e. Smoking during refueling is prohibited. No smoking shall be allowed within 100 feet of the fueling operations.
- 6. Spills of fuel or oil must be immediately reported to the Authority, Environmental Protection Agency Emergency Response Team, Fairfield County Hazard Materials Team and the Ohio Bureau of Underground Storage Tanks (if appropriate).
- 7. Aircraft owner is liable for damages to the property and the environment resulting from self-fueling operations. Aircraft owner must furnish proof of adequate liability insurance covering fueling operations to the Authority.
- 8. An adequate fire extinguisher must be present on the fueling truck or other apparatus and must be fully charged and current.
- 9. All fueling activities shall be conducted at least 100 feet away from any open flame.
- N. Only those people engaged in the fuel handling, the maintenance or the operation of the aircraft being refueled shall be permitted within 100 feet of the aircraft during refueling.
- O. The Authority shall not be responsible for any loss or damage due to theft, vandalism or otherwise of any aircraft, vehicle, or equipment parked at the Airport or any personal articles stowed therein.

- P. Prior to conducting any parachuting, sailplane or ultralight activities at the Airport, written approval of the Authority must be obtained.
- Q. If any provision of the rules is designated or otherwise declared invalid or inappropriate, the remaining provisions shall continue to be of full force and effect.

**SECTION IV - GENERAL STANDARDS FOR ALL BASED OPERATIONS**

- A. Operator shall show evidence to the Authority of financial responsibility and a good credit rating appropriate to the type of operation anticipated before such operation begins.
- B. Operator shall enter into a lease agreement with the Authority or an approved fixed base operator and meet the standards set for all anticipated aeronautical activities prior to conducting such activities.
- C. Operators shall comply with the Rules of Operation, as set forth herein.
- D. Operators shall not in any manner assign or transfer any interest, in whole or in part, any of the leased property without the prior written consent of the Authority, whether such interest is a lease from the Authority or a sublease from a third party.
- E. Any and all site grading, erection, construction, repairs or remodeling of the leased premises shall be done only with the prior written consent of Authority and to the specifications of the Authority, Local and State building, fire protection, and sanitary codes and regulations and the FAA, where applicable. Written proof of such approval shall be required prior to commencement of any activity. When requested, operators will submit plans and specifications for improvements to the Authority for review, comment and approval.
- F. Operator shall provide to the Authority proof of insurance coverage with the Authority and Board of Commissioners of Fairfield County named as additional insured. Such coverage shall meet or exceed the following limits as to bodily injury, death, or property damage arising out of the operation from the airport.

<u>Bodily or Death Liability:</u>	\$100,000 per person
	\$500,000 per accident

<u>Property Damage:</u>	\$1,000,000 per accident
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- G. Operators who erect new structures shall maintain fire and extended coverage insurance on said structure during the term of the Lease. Insurance coverage shall not be less than eighty percent (80%) of the fair insurance value thereof, or not less than eighty percent (80%) coinsurance basis. All proceeds of such insurance, paid as a result of damage to or destruction of the building, shall be

paid by the insurance company to Operator and Operator shall use such proceeds for repair, rehabilitation and reconstruction of the same or similar Facilities on the leased premises.

- H. Operators who erect new structures shall be required to maintain such structures during the term of the Lease in a manner satisfactory to the Authority, including but not limited to routine maintenance and major repairs.

#### **SECTION V -STANDARDS FOR PRIVATE FIXED BASED OPERATORS**

- A. In addition to the Standards set forth below, Operators shall comply with all the General Standards for all Based Operators as set forth in Section IV above.
- B. Operators desiring to build a new structure shall lease from the Authority a parcel of land of sufficient size for the intended use, as determined by the Authority, including automobile parking, access and surrounding areas. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan. Operator shall be responsible for upkeep and maintenance of all leased property and improvements thereon, including but not limited to snow removal, mowing, and building maintenance.
- C. Operators desiring to build a new hangar must site grade and erect a structure of sufficient size for the intended use, as determined by the Authority. This structure is to incorporate a door with ramp for aircraft.
- D. Operators desiring to build a new hangar shall construct a ramp between said hangar and the public ramp of sufficient size and thickness as determined by the Authority, to provide adequate access and parking area. Construction shall be approved in advance by the Authority and any construction of pavement that will ultimately serve as a public ramp must meet Authority, ODOT, and/or FAA design standards.
- E. No structures shall be erected until plans have been submitted and approved by the Authority and all appropriate government agencies.

#### **SECTION VI - GENERAL STANDARDS FOR ALL COMMERCIAL OPERATORS**

- A. Operator shall meet and comply with the Rules of Operation as set forth herein.
- B. Operator shall pay an annual fee of \$200 for the right to conduct commercial operations from the Airport. The fee shall be prorated for the first year of the lease by dividing the number of days in the year into Two Hundred Dollars and then taking that total and multiplying it by the number of days left in the year with that sum being the total due at the time of signing an agreement with the Authority to conduct such operations. The fee shall be considered part of the lease payments made by fixed base commercial operators.

- C. Operator shall charge reasonable and non-discriminatory prices for all products and services provided. Operator may make reasonable and non-discriminatory discounts, rebates or similar types of price reductions for volume purchases.
- D. Operator shall provide high quality, efficient and prompt service adequate to meet all reasonable demands for such service.
- E. Operator shall maintain an adequate staff of employees with skills, licenses and certificates appropriate for the services offered.
- F. If operator needs to park more than 5 cars inside the fence (AOA) operator will request and airport management will provide a parking plan that considers the operator needs, the tenant's needs and the good of the airport.
- G. Operator is responsible for the safety of the customers they allow inside the airport perimeter fence. The Operator will develop and implement a plan to insure that customer's vehicle or person remain on the access roads and within the immediate vicinity of the operator's business. A customer needing access to ramps, aprons, or unpaved and grass areas within the Airport Operating Area (AOA) shall be escorted by the Operator. This plan will also insure that the Operator's customers and their vehicles never enter the airport Aircraft Movement Area (The Aircraft Movement Area includes runway 10/28, the parallel taxiway to runway 10/28 and the connecting taxiways between runway 10/28 and the parallel taxiway.)
- H. If Airport NOTAMS are needed by the operator they will be coordinated with airport management NLT 24 hours prior to the need. Operators will not attempt to enter any information into the Airport Directory without the coordination of the Airport Board.
- I. Gate codes will not be given out to customers/visitors unless operator has previously met them, and can vouch for their character and know they know the way to the operator's area. Visitors/customers can be met at the gate and escorted to parking to insure they know where to park and what areas to avoid.
- J. Entry gates to the Airport Operating Area will not be left opened for customers except on special occasions and then only with Airport Board permission for each event.

#### **SECTION VII - BASIC STANDARDS FOR COMMERCIAL FIXED BASED OPERATORS**

- A. Operator shall meet and comply with the General Standards for All Based Operators, the General Standards for Commercial Operators and the Standards For Specific Categories of Commercial Fixed Based Operators as set forth herein.
- 
- B. Operator shall be responsible for maintenance and upkeep of all leased property and improvements thereto.

- C. Operator shall provide adequate fixtures and equipment appropriate to the Aeronautical Activity anticipated and keep the same in good condition.

**SECTION VIII - STANDARDS FOR SPECIFIC CATEGORIES OF COMMERCIAL FIXED BASED OPERATORS**

- A. Category "A" Commercial Fixed Based Operator shall mean those Operators providing: flight training, aircraft charter, air taxi, freight handling, aircraft rental, aircraft sales or sales of aircraft accessories and equipment.

Category "A" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sub-lease with another Fixed Based Operator, to conduct Category "A" Aeronautical Activities on Airport;
  2. comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein;
  3. lease parcel of land in an area designated to be used for such purpose on the Airport Layout Plan;
  4. a) site grade and erect a basic structure, if applicable, of a square footage approved by the Authority for conducting the intended aeronautical activity with adequate square footage of public rest room facilities and waiting area;  
b) if an operator engages in more than one of the above activities, an additional 125 square feet of structure will be required for each additional activity. The public facilities need not be duplicated for multiple activities of an operator. Larger areas may be required dependent on specific activity;  
c) all necessary Americans With Disabilities Act requirements shall be met.
  5. lease or construct airport parking ramp or hangar area sufficient to conduct the Aeronautical Activity. Construction of a hangar requires a minimum 3,000 square feet structure in addition to the basic requirement set forth above;
  6. be open least eight (8) hours a day Monday through Friday;
  7. have available on site, during all hours of operation, a person properly certified to conduct the Operator's aeronautical Activities; and
  8. construct an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking area of a size commensurate with the hangars.
- B. Category "B" Commercial Fixed Operator shall mean those Operators providing maintenance to aircraft and engines, aircraft accessories, aircraft radio

equipment, aircraft communications equipment and aircraft navigational equipment.

Category "B" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator, to conduct Category "B" aeronautical activities on Airport;
2. meet or comply with Basic standards for Commercial Fixed Base Operators as set forth herein;
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan:
4. a) site grade and erect a basic structure of 1,000 square feet, including appropriate rest room facilities. If a hangar is required, then the operator will Lease or site grade and erect a structure of 3,000 square feet for conducting the intended Aeronautical Activity, including appropriate rest room facilities and waiting area;  
  
b) if an operator engages in more than one of the above activities an additional 200 square foot of structure will be required for each additional activity;  
  
c) comply with all Americans With Disabilities Act requirements; and
5. construction an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking of a size commensurate with the hangars.

C. Category "C" Commercial Fixed Based Operator shall mean those Operators providing aerial including photography, advertising, application of spraying, dusting and seeding, patrol of pipe lines and patrol of utility lines.

Category "C" Commercial Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "C" aeronautical activities in Airport;
2. meet or comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein:
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan:
4. a) site grade and erect a basic structure of 800 square feet, including appropriate rest room facilities. If a hangar is required, then the operator shall site grade and erect a structure of 3,000 square feet for conducting

the intended Aeronautical Activity, including appropriate rest room facilities and waiting areas;

b) if an operator engages in more than one of the above activities, an additional 200 square feet of structure will be required for each additional activity;

c) comply with all Americans With Disabilities Act requirements; and

5. construct an aircraft ramp between the hangar and the public ramp where applicable to provide adequate access and parking area of a size commensurate with the hangars.

D. Category "D" Commercial Fixed Based Operators means those operators providing storage of aircraft (single volume hangar).

Category "D" Commercial Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "D" aeronautical activities in Airport;
2. meet or comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein;
3. lease a parcel of land in an area designated to be used for such purpose on the Airport Layout Plan;
4. lease or site grade and erect a minimum structure of 6,000 square feet for conducting the intended Aeronautical Activity;
5. construct an aircraft ramp between the hangar and the public ramp, where applicable, to provide adequate access and parking area with the hangars;
6. be open for operation from 8:00 a.m. until sunset seven (7) days per week:  
and
7. have available on site during all hours of operation a person properly trained to conduct the operations of aeronautical activities.

E. Category "E" Commercial Fixed Based Operator shall mean those operators providing storage of aircraft ("T" hangars).

Category "E" Fixed Based Operators shall:

1. enter into a lease with the Authority, or a sublease with another Fixed Based Operator to conduct Category "E" aeronautical activities in Airport



2. meet or comply with Basic Standards for Commercial Fixed Base Operators as set forth herein;
3. lease from the Authority all land between the edges of the taxiways serving the hangars and an additional twenty feet at the end of hangars for automobile parking. The leased Parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan;
4. lease or site grade and erect a structure of at least six units with a clear door opening at least forty feet and height at ten feet for conducting the intended Aeronautical Activity; and
5. construct an aircraft between the hangar and the public ramp, where applicable, to provide adequate access and parking area of a size commensurate with the hangars.

F. Category "F" Commercial Fixed Based Operator shall mean those operators selling aircraft fuel products and aircraft engine/lubrication products.

Category "F" Commercial Fixed Based Operators shall:

1. meet or comply with the Basic Standards for Commercial Fixed Based Operators as forth herein;
2. lease from the Authority at least 12,000 square feet of land. The leased parcel of land shall be in an area designated to be used for such purpose on the Airport Layout Plan;
3. lease or install at least 10,000 gallons of EPA approved fuel storage facilities per product with appropriate pumping and metering equipment;
4. operator will maintain and offer for sale at least 100 LL aviation fuel;
5. lease or construct at least 6,000 square feet of ramp area to provide adequate access to refueling pumps;
6. be open from 8:00 a.m. until sunset seven (7) days per week, at a minimum;
7. have available on site during all hours of operation a person properly trained to conduct the Operator's aeronautical activities; and
8. comply with the fueling and fuel truck requirements contained in Section III hereof.

G. Category "G" Commercial Fixed Based Operator shall mean those operators providing transportation of persons for skydiving, skydiving instruction, and rental/sales of skydiving equipment.

**Category "G" Commercial Fixed Based Operators shall:**

1. enter into a lease with the Authority, or a sub lease with another Fixed Based Operator, to conduct Category "G" Aeronautical Activities on the airport,
2. comply with the Basic Standards for Commercial Fixed Base Operators as set forth herein,
3. the operator shall have available for skydiving, either owned or under written lease to the operator, at least one properly certificated aircraft that is suitable and appropriate for skydiving operations. The aircraft shall have liability insurance with the minimum coverage as specified in Section III K.
4. the Operator shall meet or exceed the Basic Safety Requirements (BSR) as administered by the United States Parachute Association (USPA), FAR 105, and related FAA Advisory Circulars. The jump plane pilot must hold at least a commercial pilot certificate, at least a FAA Second Class Medical Certificate, and be appropriately rated for the aircraft being operated.
5. individual skydivers shall meet at least the minimum insurance types and amounts equal to USPA's individual member insurance. If attainable, a skydiving firm should carry the same insurance coverage as any other Specialized Aviation Services Operator (SASO) on the airport with similar risk.
6. all skydivers will be required to sign a waiver prior to participating in a jump to the Airport and meet the minimum insurance requirements as specify in the USPA standards. This waiver will specifically include an absolute and irrevocable waiver of liability of Fairfield County, the Fairfield County Commissioners, the Fairfield County Airport, the Fairfield County Airport Authority Board, the Airport Manager, Fairfield Air Ventures, and any other person or entity that operates or uses the Airport as well as each of those entities' respective officers, directors, trustees, operators, employees, agents, representatives, attorneys, and others who work for, on behalf of, or in connection with any of the foregoing entities.
7. each skydiving operator/operation shall use only the Authority designated drop zone. For special events (i.e. air show), a request maybe made to the Authority for using a temporary alternate site on the airport.
8. shall have available on site, during all hours of operation, a person properly certified to conduct the Operator's aeronautical Activities;

**SECTION IX - NOTICE AND HEARING**

Upon the filing of an application to conduct Aeronautical Activities at the Airport with the Authority, such shall be considered at the next scheduled meeting of the Authority. If no meeting is scheduled within thirty (30) days from the filing of such

application, a meeting shall be called for consideration of the application and notice thereof given to the applicant.

If the application involves conduct of Aeronautical Activity for commercial purposes, all other persons then conducting commercial Aeronautical Activities on said Airport shall also be notified of the filing of such application and the time and place of the Authority meeting to consider the application.

Upon consideration of the application the Authority shall determine whether the applicant meets the standards and qualifications as herein established. The Authority shall also determine whether such application should be granted in whole or in part. If the application is approved in part, the Authority shall make the determination, at that meeting, the exact terms conditions of the partial approval.

### **SECTION X - LEASES OR CONTRACT**

Upon approval of any application, the Authority shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the Aeronautical Activity shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- A. Original and continued compliance with the Minimum Standards of each authorized Aeronautical Activity. The lease shall refer to and incorporate these Minimum Standards. Failure to comply after notification of violation may constitute grounds for the immediate termination and cancellation of the lease at the full and final discretion of the Authority.
- B. Any structures or facility to be constructed or placed upon said Airport shall conform to all then current safety regulations, building codes and fire codes of the State of Ohio, the Ohio Environmental Protection Agency and Fairfield County.
- C. Construction, once commenced, will be diligently pursued to completion.
- D. performance bonds commensurate with the value of the construction shall be required and shall be delivered to the Authority prior to the commencement of any construction activities.
- E. The Airport Authority shall reserve the right to modify or alter these standards from time to time; however, any increase or expansion in the standards shall not apply retroactively to an existing lease but would be applicable at the time of renewal or extension of any leasehold term.
- F. In the event Operator funds for the completion of any facilities to be placed or constructed on the Airport, Operator must show proof of approval of the lender for such activities.

## **SECTION XI - BUILDING STANDARDS**

These Building Standards are set forth to ensure a mechanism for evaluating proposed façade treatments, a framework for treatments for hangar construction, and coordinated paint color, building and construction materials, signs, and exterior lighting fixtures.

A. Construction and design shall comply with all rules and regulations promulgated by the Authority, all appropriate local, state and federal laws, rules and regulations, as applicable. Operators are urged to secure the services of qualified professional architects or designers to ensure compliance with the intention of these guidelines. Design engineers shall be permitted freedom to use sound engineering judgment and discretion in the practice of the profession and shall maintain the responsibility for the technical adequacy of a design. Any deviation from the design and/or construction standards set forth herein shall be submitted to the Authority for review. It shall be in the Authority's sole power to reject or approve such deviations which approval shall be not unreasonably withheld.

### **B. Plan Submission**

A preliminary set of all plans shall be submitted by the Operator to the Authority, for the Authority's review and approval or request for modifications or additional information for clarification. Such preliminary documents shall be submitted to the Authority in duplicate. The Authority shall have a minimum of thirty (30) days to review such preliminary plans. Any requested modifications or additional information shall be submitted to the Authority before such preliminary plans are approved.

A final set of plans shall be submitted, in duplicate, to the Authority for final approval. No work shall take place until and unless the Authority grants such final approval. The final set of documents shall consist of drawings and specifications sealed by a registered engineer or architect and shall comply with the then current Airport Layout Plan. The final approved plans shall include, but not be limited to, parking accommodations, pedestrian walkway accommodations and restroom facility accommodations. No alterations shall be made to the construction plans as approved by the Authority unless further approval for such modifications is first obtained.

### **C. Building Construction Process**

Operator shall not permit the creation of any dangerous, injurious, noxious or otherwise objectionable conditions during the construction project. Operator, or its contractors, may temporarily store the construction materials, construction trailers and other necessary items in conjunction with construction of the project during the construction period at the site. Upon completion of the construction all items necessary for the construction work shall be immediately removed.

A completed building shall not be used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable element or condition so as to adversely affect the surrounding or adjoining premises.

No alterations shall be made without conformity with all of the regulations.

#### **D. Construction Material**

All materials used in the construction of the facility approved by the Authority shall be the same or compatible with the existing facades on the other buildings at the Airport.

Where appropriate to function(s) housed within the newly constructed building, materials used on the street level shall be the same materials as used on the upper stories. In any given building, all openings of similar size and design shall be treated alike.

#### **E. Building Material**

Construction material shall be limited to metal, brick and stone. No synthetic or artificial materials of any kind shall be used on facades, such as acrylic or plastic, ceramic tile or wood shakes.

#### **F. Roofing Material**

Roofing material where visible from the street shall be limited to standing seam material. No rolled roofing or asphalt shingles shall be used.

#### **G. Storefront Trim**

Materials used for these members shall be limited to painted steel, or aluminum pre-finished or painted.

#### **H. Miscellaneous**

No in-window/room-type air conditions or other mechanical equipment shall be installed at any location in any part of the building having street frontage.

#### **I. Pavement**

Portland cement concrete, pavers or asphalt shall be used in the construction of corporate clientele parking and associated pedestrian walkways.

#### **J. Landscaping**

Front, side or rear grassy areas shall be landscaped appropriately. Fences are not to be erected without prior written approval of the Authority.

## K. Signage

Signs may not be attached to roofs, chimneys, smokestacks, stair towers, penthouses, etc.

All signs at the Airport shall be of one of the types listed below:

1. Wall signs: A wall sign attached parallel to a building can project no more than six inches from the building surface, the bottom of the sign shall be at least eight feet above ground level and the top of the sign cannot extend higher than either twenty-five feet above ground level or the lowest point of the roof, whichever is lowest. Moreover, the entire sign shall be affixed to one continuous flat vertical opaque surface.
2. Right angle signs: A right angle sign is one which is attached at a right angle to a building which may have no more than two faces and can project no more than five feet from the building. The bottom of the sign shall be at least eight feet above ground level. No more than one right angle sign is allowed for each entrance door.
3. Direction or Information signs: Requests for permanent signs to indicate the location of an activity or business on the airport shall be submitted to the Authority for approval.

## L. Construction

The following materials/specifications shall be used for construction at the Airport:

1. T-Hangars
  - a. 26 gauge shadow rib type panel, with a 20 year high tensile baked-on enamel finish similar to Kynar 500 paint system.
  - b. 26 gauge R-panel galvalum finish roofing of 1:12 pitch or greater.
  - c. 28 gauge liner interior panel painted.
  - d. Insulate with minimum of 2" vinyl reinforced fiberglass and ventilated with continuous low profile ridge vent system.
  - e. Approximate 42' W x 12' H electric horizontal bifold door with a 3'x6'x8" mandoor required.
  - f. Provide either standard 32' front to back or nested arrangements approximately 50' front to back.
  - g. Electricity available to each hangar unit consisting of one overhead light and least one duplex outlet, grounded.
  - h. Security lighting at each corner of the hangar illuminating the entrance to hangar units.

- i. finished concrete masonry floor slab and foundation on prepared supporting subgrade,

**2. Single Volume Hangar**

- a. Similar to above with exceptions 24 gauge shadow-rib type panel with a 20 year high tensile baked on enamel similar to Kynar 200
- b. Insulate with minimum 4" vinyl reinforced fiberglass.
- c. Minimum 8' wide landscape area around building perimeter
- d. Provide screened parking from adjacent structures.
- e. Door arrangement and building size shall be required by the corporation.
- f. Finished concrete masonry floor slab and foundation on prepared supporting subgrade.

**3. Colors**

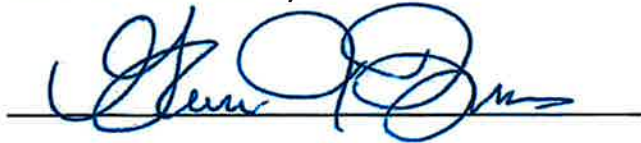
- a. Walls: Blue
- b. Trim: White

**M: These buildings standards, as these Minimum Standards, are minimum requirements for Aeronautical Activities at the Airport with respect to construction. Operators are encouraged to exceed these standards at every available opportunity.**

**N/ The Authority, at any time during design or construction, shall have the authority to require modification to any engineering or construction detail when required for the protection of the public, compliance with any applicable laws, rules or regulations or when it is in the Authority's best interests.**

**These standards are hereby approved and accepted this 8<sup>th</sup> day of December, 2014, by the Fairfield County Airport Authority in accordance with a resolution passed by the Airport Authority on this date.**

**I, Glenn R. Burns, President of the Fairfield County Airport Authority Board, hereby certify that the foregoing is a true copy of the Minimum Standards for Aeronautical Activity at Fairfield County Airport adopted by the Fairfield County Airport Authority Board on December 8, 2014**



KLHQ Security Manual – Revised June 13, 2016  
Sensitive Security Information, Limited Distribution

# FAIRFIELD COUNTY AIRPORT

KLHQ

LANCASTER, OHIO

## SECURITY PROCEDURES MANUAL

Original Issue August 14, 2006  
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2013, May 12, 2014, June 13, 2016

*This document may contain information that, if disclosed, could endanger the life or safety of the public: therefore, this document is to be maintained and used in a manner that preserves the confidentiality of the information it contains in a manner consistent with the law.*



KLHQ Security Manual – Revised June 13, 2016  
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**Section I: Disclosure Statement / Security Responsibilities**

1. Distribution. This Security Procedures Manual shall be restricted to individuals or groups with a legitimate need to know.
2. The Fairfield County Airport Authority Security Committee shall administer the administration and revision of this manual

**Section II: General Information**

1. The Fairfield Airport Authority under the auspices of the Fairfield County Commissioners manages the Fairfield County Airport. Day to day operations authority is contractually delegated to the FBO – Sundowner Aviation.
2. Introduction and Purpose – Aviation Security is an issue that is critical to everyone at the airport. The objective of this manual is to provide the best security risk mitigation practices for Fairfield County Airport.
3. Distribution:
  - Fairfield County Airport Authority Board
  - Fairfield County Commissioners
  - Fairfield County Sheriff
  - Lancaster Police Department
  - Lancaster Fire Department
  - Greenfield Township Fire Department
  - Fairfield County EMA
  - Sundowner Aviation
  - Hangar Tenants (On request)
4. Fairfield County Airport Information
  - a. Location
    - 3430 Old Columbus Road, Carroll, Ohio 43112
    - Fairfield County
    - Greenfield Township
    - Adjacent to the northwest city limits of Lancaster, Ohio
  - b. Business Hours: 0800 – 1800 (Winter) 0800 – 1800+ (Summer)
  - c. Telephone Number – 740-654-7001
  - d. Emergency Telephone Number – 911
  - e. Airport Identifier – KLHQ
  - f. Airport Geographical:

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- Latitude – N 39 45' 20.33"
- Longitude – W 82 39' 25.6"
- Magnetic variation – 6W
- Elevation – 868'

5. Airport Activities –

- Types of flight activities -135 Charter Services, Flight School, Aircraft Rental, Aircraft Maintenance, Sight Seeing Flights, Parachuting and Aerial Surveying
- Hours of operation – 24 hours
- Number of annual operations – 40,000
- Number of based aircraft – 75 Total - 66 single engine fix wing, 4 multi-engine fix wing, and 5 helicopters.

6. Airport Description

- Size - 245 acres+/-
- Runways: 10/28 – 5004' by 75' Single Wheel Weight Bearing = 25,500. Lbs.  
Double Wheel Weight Bearing=38,500. Lbs.
- Edge Light Intensity = Medium
- Taxiway – South of runway 10/28 running parallel to full length of runway with three access taxiways to runway.

7. Emergency and Administrative Telephone Numbers:

- All Emergencies 911
- Fairfield County Sheriff's Office – 740-652-7253 or 740-652-7911
- Fairfield County EMA – 740-654-4357
- State Highway Patrol 740-654-1523
- Lancaster Police 740-687-6681
- Greenfield Fire Department – 740-756-4644
- State of Ohio Aviation Administrator– 614-387-2341
- Federal Bureau of Investigation Local Field Office -614-224-1183
- FAA Flight Standards District Office (CMH FSDO) 614-255-3120
- TSA Airport Watch Hot-Line 866-427-3287 / 866-GA SECUR
- CMH TSA Federal Security Director Command Center – 614-239-3015 or 614-239-3233

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**Section III: Definitions and Terms**

Abbreviations and Terms Used in This Document and Related Directives.

AOA - Air Operations Area  
ADIZ—Air Defense Identification Zone  
ATC—Air Traffic Control  
ATSA—Aviation and Transportation Security Act  
CFR—Code of Federal Regulations  
CHRC—Criminal History Records Check  
CIA—Central Intelligence Agency  
DHS—Department of Homeland Security  
DOD—Department of Defense  
DOT—Department of Transportation  
FAA—Federal Aviation Administration  
FBI—Federal Bureau of Investigation  
FBO-Fix Base Operator  
FRZ—Flight Restricted Zone  
GA—General Aviation  
KCA – Key Control Authority  
IFR—Instrument Flight Rules  
NM—Nautical Mile  
NOTAM—Notice to Airmen  
NTAS - National Terrorism Advisory System  
NTSB – National Transportation Safety Board  
PIN—Personal Identification Number  
SFAR—Special Federal Aviation Regulation  
TFR—Temporary Flight Restriction  
TSA—Transportation Security Administration  
VFR—Visual Flight Rules  
VOR/DME—Very High Frequency Omni directional Range/Distance

**Section IV: Administration**

1. Airport Manager: Day to day operation authority is delegated to the FBO – Sundowner Aviation.
2. Fairfield Airport Authority Security Committee Duties.
  - Timely provision of evidence of security measure compliance as may be requested.
  - Maintaining and updating the Airport Security Procedures to reflect the current state of conditions at the airport.
  - Timely distribution of the Airport Security Procedures or specific parts thereof, to appropriate persons or entities.
  - Proper dissemination of all correspondence or other communications with airport tenants and others on security related matters.
  - Oversight of security provisions at the airport and ensuring compliance with the Security Procedures.

**Section V: Aircraft Movement/Operating Area - Security Control**

1. Aircraft Movement Area: The aircraft movement area includes runway 10/28, the parallel taxiway to runway 10/28 and the connecting taxiways between the runway 10/28 and the parallel taxiway. Private vehicles are not allowed in the aircraft movement area unless approved by the Airport Manager.
2. Air Operations Area: The aircraft operating area includes the aircraft movement area plus all ramps, aprons, unpaved and grass areas inside of the perimeter fence.
3. Gates:
  - The west perimeter fence vehicle gate located between buildings A and B shall be closed and locked whenever there is not anyone monitoring vehicle access. The Airport Manager shall have the option to permanently lock this gate whenever necessary.
  - The south perimeter fence vehicle gate located on the ramp area that runs between and west of the airport office building and east of buildings H, G, and F shall be closed and access controlled through the electronic access control system.
  - The personnel fence gate southwest of the airport office building and the west end of the vehicle parking lot shall remain closed.
  - The perimeter fence vehicle gate east of the airport (building I) terminal shall be closed and access controlled from the FBO office.
  - The perimeter fence vehicle gate north of building J shall remain locked and the keys retained only by the Airport Manager's office. Anytime this

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- gate needs to be opened to receive or remove materials; it shall be attended.
- The perimeter fence vehicle gate south of building J (maintenance hangar) shall be closed and access controlled through the electronic access control system. (Exception – During daylight hours, Skydive CMH (aka Ohio Skydiving Center) has been given permission to leave this gate open when they are conducting parachute operations. Skydive CMH will monitor the individuals accessing the AOA.
4. Access Control Electronic Activated Vehicle Gates:
- The Airport Manager shall assign and maintain the master list of vehicle gate access codes. Individual tenant access codes will be deleted whenever a tenant vacates a lease or rental building or hangar bay. A different access code will be provided to the new leasee/renter.
  - Tenant access codes for tenants occupying Buildings F, G, and H will be entered in the electronic access control system on the south perimeter fence vehicle gate located on the ramp area that runs between and west of the airport terminal building and adjacent and east of building H.
  - Tenant access codes for tenants occupying Buildings O, P, Q, and R will be entered in the electronic access control system on the perimeter fence vehicle gate south of building J (maintenance hangar) A visitor access code shall be assigned and changed monthly.
  - The Airport Manager only if necessary will provide visitor access codes. Visitor access codes will be changed 30 days after initial use.
  - The Airport Manager shall assign contractors an access code only for the period of the contract.
  - Electronic access codes shall not be posted in any public areas or public media.
5. Airport Locks: Only locks that have keys (which can only be duplicated with written authorization) shall be used on the fence gates that are controlled solely by the Airport Manager.
6. Key Control System. The Airport Manager is the designated Key Control Authority (KCA). The KCA is responsible for issuing and retrieving individual hangar keys for the 'T' and 'Box hangar bays. All keys remain the property of the Fairfield County Airport Authority. A security deposit shall be returned to the tenant at the conclusion of a lease only after the issued key(s) is returned. If the issued key is not returned, the tenant will be charged for a replacement lock.

**Section VI: Airport Security Procedures**

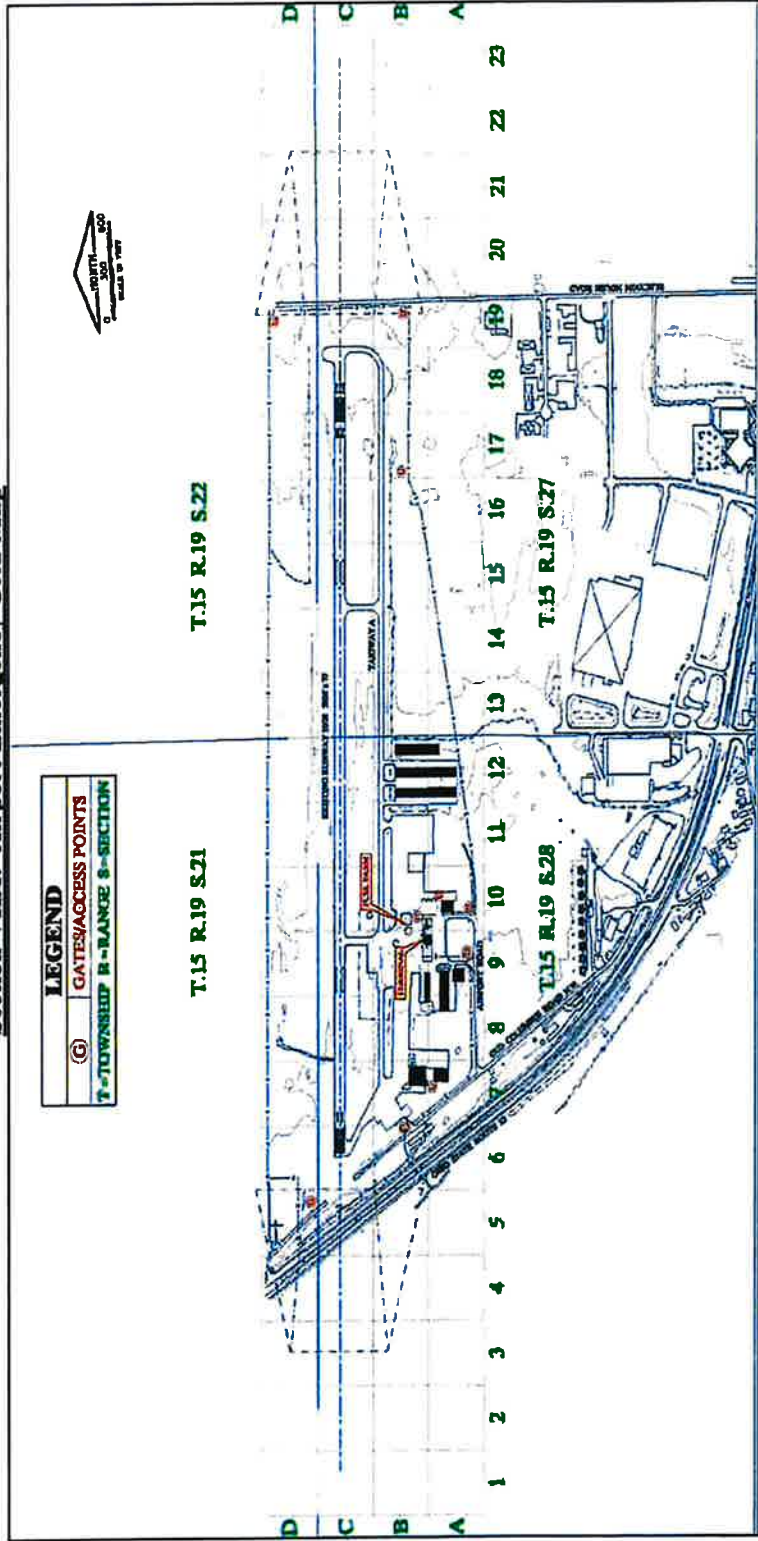
1. Aircraft security requirements. Any aircraft unattended (out of visual range of owner or operator) and not in a hangar shall be locked to prevent an aircraft being

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operated illegally, vandalized, burglarized, etc. The use of propeller locks, control block locks, wheel boot locks, throttle quadrant locks as appropriate is acceptable. Aircraft owners and operators shall maintain physical control of aircraft keys at all times. Aircraft keys will not be provided to an unlicensed person unless that person is providing services or otherwise authorized to have access to the aircraft by the aircraft owner.

2. Pilot Identification - Each pilot must carry photo identification: photo ID will be a valid driver's license issued by a U.S. state, the District of Columbia, or a U.S. territory or possession, a valid federal or state ID card, a U.S. armed forces' ID, credentials that authorize access to airport secure areas, or other identification that the FAA accepts. Each person must present such photo identification when requested to do so by the Administrator, an authorized representative of the NTSB or the TSA, or a law enforcement officer.
3. Vehicle Access - Access to the Air Operations Area (not including the Aircraft Movement Area) is restricted to those vehicles operated by airport tenants. An airport tenant must sponsor visitors with a need to temporarily have vehicle access to the AOA. The host tenant shall ensure that the visitor is briefed on the best safety and security practices of operating a vehicle on the AOA. The host tenant shall ensure that the visitor does not enter the Aircraft Movement Area.
4. Challenge Procedures - Anyone observing a suspicious (or confused) individual on Fairfield County Airport property should (providing it is felt that this action will not place one in harms way) ask the individual if they could be of assistance. Anytime the situation becomes uncomfortable, remove yourself physically from the area and call for assistance.
5. Reporting of Suspicious Behavior.
  - For an emergency situation call 911.
  - For a delayed emergency notify the Airport Manager during business hours and local law enforcement during non-business hours.
  - As soon as practical the TSA Airport Watch Hot-Line 866-427-3287 or 866-GA SECUR shall be notified.

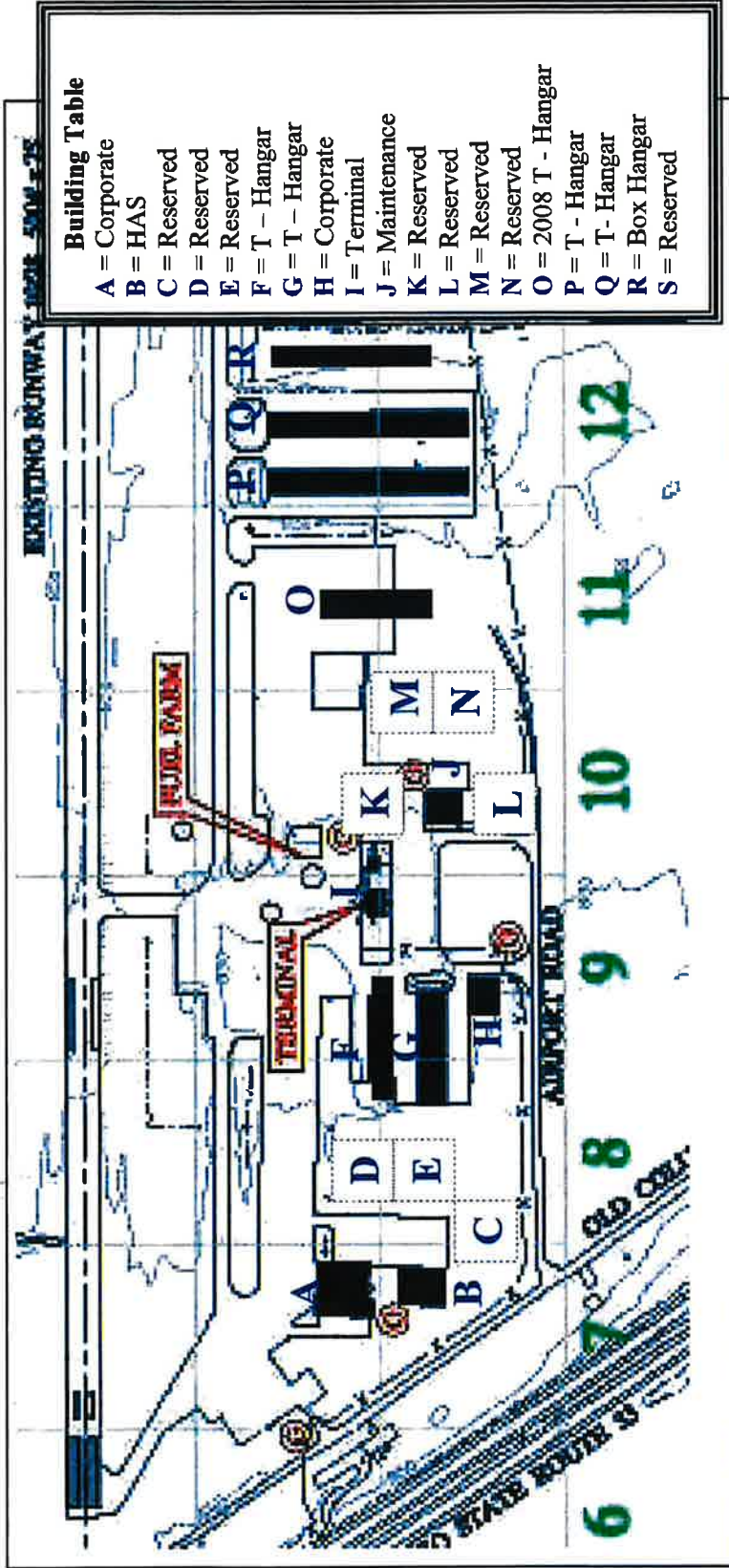
**Section VIIA: Airport Emergency Grid Map**



- Emergency calls should include the grid location (or hangar bay letter and number) of an incident/accident as well as a verbal description of the location. For example, "... there is an aircraft fire on the ramp northeast of the terminal building I - grid location is B10"

*This document may contain information that, if disclosed, could endanger the life or safety of the public; therefore, this document is to be maintained and used in a manner that preserves the confidentiality of the information it contains in a manner consistent with the law.*

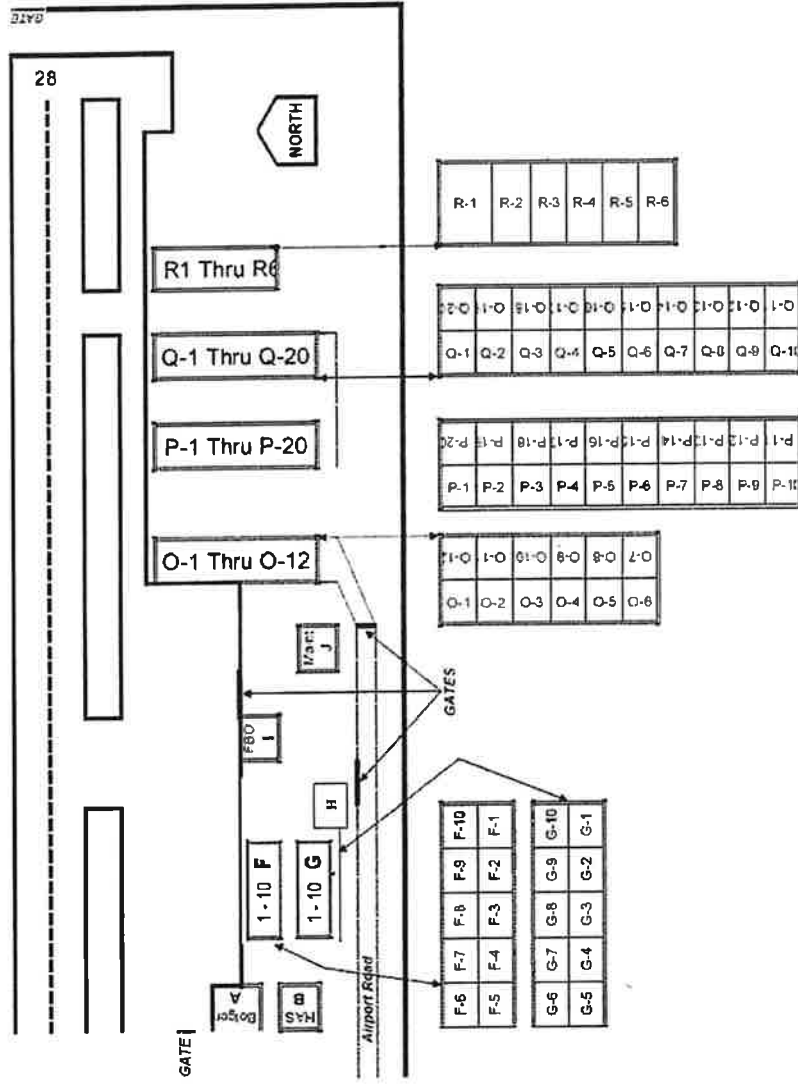




**Section VIII: Airport Building Numbers**

*This document may contain information that, if disclosed, could endanger the life or safety of the public; therefore, this document is to be maintained and used in a manner that preserves the confidentiality of the information it contains in a manner consistent with the law.*

**Section VIIC: Hangar Bay Letters and Numbers**



*This document may contain information that, if disclosed, could endanger the life or safety of the public; therefore, this document is to be maintained and used in a manner that preserves the confidentiality of the information it contains in a manner consistent with the law.*

**Section VIII: Identification of Airport Personnel**

Tenants and visitors must be prepared to provide government issued photo Identification Cards whenever requested.

**Section IX: Identification of Vehicles**

Only vehicles authorized by the Airport Manager will be in the Aircraft Movement Area. Either a company logo on the vehicle or a window sign indicating their purpose should identify these vehicles.

**Section X: Law Enforcement**

The Fairfield County Sheriff has jurisdiction over the Fairfield County Airport.

## Section XI: Special Events

1. Air shows/Balloon Festival –
  - Aeronautical events expected to have large (100 or more visitors) public attendance shall be coordinated through a Memorandum of Understanding.
  
2. VIP Visits –
  - The Airport Manager will coordinate any (non-tenant host or no host) visits when it is anticipated that the event will draw more than 25 observers or guests other than the passengers and crew.
  - Tenant hosted VIP visits shall be managed by the tenant involved. The tenant coordinator will liaison with the Airport Manager to ensure that there is no disruption to airport operations and the airport security integrity is not affected negatively.
  - The VIP aircraft will be positioned on the ramp that will cause the least amount of disruption to the airport users.
  - Access to the AOA should be limited to the vehicles providing ground transportation for the VIP and passengers.
  - Consideration should be given to roping off an area in the vehicle parking lot (non-AOA area) for VIP greeters and media vehicles.
  - If applicable, crowd control assistance should be requested from the Fairfield County Sheriff 's Office.
  
3. Aircraft Fly-Ins.
  - If the fly-in is only intended to bring pilots of small aircraft to the airport for a few hours, then further access controls need not be implemented.
  - If the fly-in will attract the public as well as the pilots, then the tenant host will be responsible to ensure that the visitors remain outside the AOA and/or (Airport Manager approved) cordoned off portions of the AOA.
  - A fly-in shall not hinder the use of the airport by a tenant or visiting aircraft.
  
4. Non-Aeronautical Special Events.
  - Hangar Parties - The tenant is responsible to ensure that visitors remain clear of the AOA and within the area leased by the tenant.
  - Events such as festivals, vehicle access/parking, tent camping, concerts, tractor and car shows, car racing/testing, mini-marathons, remote control model aircraft, etc.... require prior approval of the FAA Airport District Office and the Airport Authority.

## **Section XII: National Terrorism Advisory System**

The National Terrorism Advisory System, or NTAS, replaced the color-coded Homeland Security Advisory System (HSAS) that was instituted in 2002.

### NTAS Alerts

- **Imminent Threat Alert** - Warns of a credible, specific, and impending terrorist threat against the United States.
- **Elevated Threat Alert** - Warns of a credible terrorist threat against the United States.

After reviewing the available information, the Secretary of Homeland Security will decide, in coordination with other Federal entities, whether an NTAS Alert should be issued. NTAS Alerts will only be issued when credible information is available.

NTAS Alerts will be issued through state, local and tribal partners, the news media and directly to the public via the following channels:

- Via the official DHS NTAS webpage – <http://www.dhs.gov/alerts>
- Via email signup at – <http://www.dhs.gov/alerts>
- Via social media
  - Facebook – <http://facebook.com/NTASAlerts>
  - Twitter – <http://www.twitter.com/NTASAlerts>
- Via data feeds, web widgets and graphics
  - <http://www.dhs.gov/alerts>

The public can also expect to see alerts in places, both public and private, such as transit hubs, airports and government buildings.

Note: All airport tenants are encouraged to subscribe to the NTAS Alert notification process.

The following is an example of a NTAS alert:



National Terrorism Advisory System

# Alert

DATE & TIME ISSUED: XXXX

## SUMMARY

The Secretary of Homeland Security informs the public and relevant government and private sector partners about a potential or actual threat with this alert, indicating whether there is an "imminent" or "elevated" threat.

## DURATION

An individual threat alert is issued for a specific time period and then automatically expires. It may be extended if new information becomes available or the threat evolves.

## DETAILS

- This section provides more detail about the threat and what the public and sectors need to know.
- It may include specific information, if available, about the nature and credibility of the threat, including the critical infrastructure sector(s) or location(s) that may be affected.
- It includes as much information as can be released publicly about actions being taken or planned by authorities to ensure public safety, such as increased protective actions and what the public may expect to see.

## AFFECTED AREAS

- This section includes visual depictions (such as maps or other graphics) showing the affected location(s), sector(s), or other illustrative detail about the threat itself.

## HOW YOU CAN HELP

- This section provides information on ways the public can help authorities (e.g. camera phone pictures taken at the site of an explosion), and reinforces the importance of reporting suspicious activity.
- It may ask the public or certain sectors to be alert for a particular item, situation, person, activity or developing trend.

## STAY PREPARED

- This section emphasizes the importance of the public planning and preparing for emergencies before they happen, including specific steps individuals, families and businesses can take to ready themselves and their communities.
- It provides additional preparedness information that may be relevant based on this threat.

## STAY INFORMED

- This section notifies the public about where to get more information.
- It encourages citizens to stay informed about updates from local public safety and community leaders.
- It includes a link to the DHS NTAS website  
<http://www.dhs.gov/alerts> and  
<http://twitter.com/NTASAlerts>

If You See Something, Say Something™. Report suspicious activity to local law enforcement or call 911

The National Terrorism Advisory System provides Americans with plain information on homeland security threats. It is distributed by the Department of Homeland Security. More information is available at [www.dhs.gov/alerts](http://www.dhs.gov/alerts). To receive mobile updates: [www.twitter.com/NTASAlerts](http://www.twitter.com/NTASAlerts)  
If You See Something, Say Something™ uses the permission of the NY Metropolitan Transportation Authority.

## Section XIII: Aviation Security Contingency Plans

## 1. Bomb Threat

### Written Threat

If a bomb threat is received in writing it should be kept including any envelope or other container. Unnecessary handling must be avoided and every possible effort must be made to retain possible evidence such as fingerprints, handwriting, paper and postmarks.

### Telephone Threat

The person receiving the call should not disconnect the caller and should try to find out the information required on the Bomb Threat Check List.

Report details immediately to the Fairfield County Sheriff.

#### **BOMB THREAT CHECK LIST QUESTIONS TO ASK**

1. When is the Bomb going to explode?
2. Where did you put the Bomb?
3. When did you put it there?
4. What does the Bomb look like?
5. What Kind of Bomb is it?
6. What will make the Bomb explode?
7. Did you place the Bomb?
8. Why did you place the Bomb?
9. What is your name?
10. Where are you?
11. What is your address?

**EXACT WORDING OF THREAT:**

**ACTION**

Report call immediately to:

Phone number:

**CALLER'S VOICE**

Accent (specify):

Any impediment (specify):

Voice (loud, soft, etc.):

Speech (fast, slow, etc.):

Diction (clear, muffled):

Manner (calm, emotional, etc.):

Did you recognize the voice?

If so, who do you think it was?

Was the caller familiar with the area?

**THREAT LANGUAGE**

Well spoken:

Incoherent:

Irrational:

Taped:

Message read by caller:

Abusive:

Other:

**BACKGROUND NOISES**

Street noises: House noises:

Aircraft:

Voices: Local call:

Music: Long distance:

Machinery: STD:

Other:

**OTHER**

Sex of caller:

Estimated age:

**CALL TAKEN**

Date: ...../...../..... Time:

Duration of call:

Number called:



**RECIPIENT**

Name (print):

Telephone number:

Signature:

**REMEMBER KEEP CALM - DON'T HANG UP**

## 2. Suspicious Device/Bomb (Search and Localization)

- Notify Emergency Responders – Call 911
- Conduct a visual search – do not move or touch a suspicious device/bomb.
- Without disturbing the suspicious device/bomb, mark the location by placing conspicuous items near it.
- Do not turn off or turn on any lights after discovery of a suspicious device switch.
- If in an enclosed area, leave door(s) open.
- Do not use any cell phones, transmitters, etc. in the vicinity of the suspicious device.
- Evacuate the area.
- Notify the TSA Airport Watch Hot-Line 866-427-3287 or 866-GA SECUR
- Remain clear of Suspicious Device/Bomb and conduct visual search for possible second or more explosives devices.
- Maintain awareness of individuals who have exhibit an abnormal level of interest in the activities of the Emergency Responders.

## 3. Air Piracy (Hijacking)

- Notify Emergency Responders (911)
- Without getting in harm's way, attempt to disable the aircraft intended to be used for the hijacking.
- Without getting in harm's way, block the aircraft's movement with ground vehicles or other appropriate obstacles.
- Notify the TSA Airport Watch Hot-Line 866-427-3287 or 866-GA SECUR

## 4. Civil Disturbances:

- Notify Emergency Responders (911)
- If encroachment of AOA is probable, lockdown all buildings and gates
- Notify Columbus Air Traffic Control.
- Issue Emergency NOTAM.
- Notify the TSA Airport Watch Hot-Line 866-427-3287 or 866-GA SECUR



# Exhibit E – Incident/Injury Report



## INCIDENT / INJURY REPORT (Non-Employee)

Name _____	Male _____	Female _____
Address _____	City _____	State _____ Zip _____
Phone _____	Date of Incident/Injury _____	Time _____ AM _____ PM _____
Reason for visit to facility _____		

Location of incident: _____
Description: (cause of injury, body part injured, type of injury) _____
_____
_____
Did you report injury? Yes _____ No _____ if no, why not? _____
First Aid Required? Yes _____ No _____ Professional Medical Attention Required? Yes _____ No _____
Injured Transported? No _____ Hospital _____ Home _____ Other _____

Witnesses: (Name & Phone Number)
(A) _____
(B) _____
Staff Members: (On Duty)
(A) _____
(B) _____

Additional Comments:
_____
_____
_____
_____
_____

Prepared By: _____	Title _____
(Print)	
_____	Date _____
(Signature)	

# Exhibit F Terminal Area

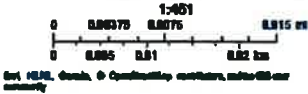
## Exhibit F - Terminal Area



October 15, 2018

**Roads**

- Unaccepted Built Roads
- Unaccepted Roads
- Private



Jim Smith

2019-01.15.t

**A resolution to approve retroactively the Fixed Base Operation (FBO) Agreement between Sundowner Aviation, LLC and the Fairfield County Airport Authority and the Fairfield County Commissioners**

**WHEREAS**, the Airport Authority Board requested proposals for Airport Management services and to serve as the FBO for the Airport; and

**WHEREAS**, Sundowner Aviation, LLC submitted the only proposal; and

**WHEREAS**, the Airport Authority Board negotiated terms for the FBO Agreement; and

**WHEREAS**, the Airport Authority Board voted to approve the agreement on December 10, 2018; and

**WHEREAS**, the Prosecutor's Office has approved the agreement as to form; and

**WHEREAS**, the Board of Commissioners are a party to this agreement; and

---

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

---

**Section 1.** That the Board of County Commissioners approves retroactively the Airport Manager and Fixed Based Operation Agreement.

Prosecutor's Approval Page

**Resolution No.**

**Final approval of proposed contract for Airport Board Action December 10th.  
Commissioners to approve retroactively at the January 15th regular meeting.**

(Fairfield County Commissioners)

Approved as to form on 12/10/2018 10:32:12 AM by Kirk Shaw,

**Resolution No. 2019-01.15.t**

**A resolution to approve retroactively the Fixed Base Operation (FBO) Agreement between Sundowner Aviation, LLC and the Fairfield County Airport Authority and the Fairfield County Commissioners**

(Fairfield County Commissioners)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner Jeffrey M. Fix, this resolution has been Adopted:

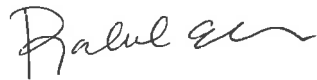
Voting:

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

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rachel Elsea  
Board of County Commissioners  
Fairfield County, Ohio



**Amendment to the Memorandum of Understanding (MOU) between the Board of Fairfield County Commissioners and the Fairfield County Airport Authority Board**

**WHEREAS**, the Fairfield County Airport Authority Board approved the attached MOU on July 10, 2017;

**WHEREAS**, the Board of Commissioners approved the attached MOU on July 11, 2017 by resolution 2017-07.11.h; and

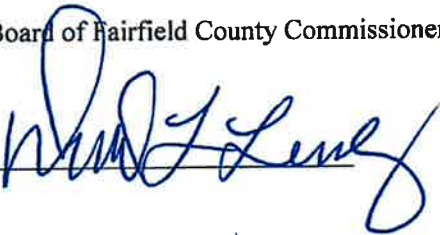
**WHEREAS**, item# 3 of the MOU says "the yearly appropriation by the County Commissioners to the Airport Board will be reduced by \$20,000 per year from what it may have otherwise been for fiscal year 2018 through and including fiscal year 2027"

**WHEREAS**, it is recommended that item#3 be rescinded; and

**NOW, THEREFORE**, the parties set for that their mutual recommendation of item#3 to be removed.

The Board of Fairfield County Commissioners

By:



Title:

President

Date:

1/15/19

The Fairfield County Airport Authority Board

By:



Title:

Board President

Date:

12/10/2018

2017-07.11.h

COPY

**A resolution to approve the signing of a Memorandum of Understanding by and between the Fairfield County Board of Commissioners and the Fairfield County Airport Board**

**Whereas**, the Fairfield County Board of Commissioners and the Fairfield County Airport Board desire to enter into a memorandum of understanding about the purchase of property at Old Columbus Road;

**Whereas**, in order to formalize the plan for the repayment of funds anticipated to be used to purchase the property, a memorandum of understanding must be signed by the parties;

**Whereas**, said memorandum of understanding has already been signed by the Fairfield County Airport Board;

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

**Section 1.** That the President of the Board of Fairfield County Commissioners is herewith authorized to execute said memorandum of understanding, hereby attached, on behalf of the Board of Commissioners.

COPY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BOARD OF FAIRFIELD COUNTY COMMISSIONERS  
AND  
THE FAIRFIELD COUNTY AIRPORT AUTHORITY BOARD**

This memorandum of understanding is made as of July 11, 2017, between the Board of Fairfield County Commissioners ("the County Commissioners") and the Fairfield County Airport Authority Board ("the Airport Board").

WHEREAS, the County Commissioners own the land and facilities comprising the Fairfield County Airport ("the Airport");

WHEREAS, the Airport Board operates the Airport on behalf of the County Commissioners pursuant to Ohio Revised Code Section 308.06;

WHEREAS, the County Commissioners provide annual appropriations to the Airport Board to assist in the operation of the Airport; and

WHEREAS, the Airport Board desires that County Commissioners purchase a parcel of land, identified on the records of the Fairfield County Auditor as parcel no. 0130067910 ("the Land"), for use by the Airport Board in connection with the Airport;

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. The County Commissioners will seek to obtain fee simple ownership of the Land for a sum of \$200,000. If the County Commissioners fail to obtain fee simple ownership of the Land, this Memorandum of Understanding will be void.
2. The County Commissioners will make the Land available solely for use by the Airport Board.
3. The yearly appropriation by the County Commissioners to the Airport Board will be reduced by \$20,000 per year from what it may have otherwise been for fiscal year 2018 through and including fiscal year ~~2028~~ 2027. *mf*

**THE BOARD OF FAIRFIELD COUNTY  
COMMISSIONERS**

By: *Mike Rizer*  
Title: Vice President  
Date: 7-11-2017

**THE FAIRFIELD COUNTY AIRPORT  
AUTHORITY BOARD**

By: *[Signature]*  
Title: President  
Date: 7-10-2017

COPY

Signature Page

**Resolution No. 2017-07.11.h**

**A resolution to approve the signing of a Memorandum of Understanding by and between the Fairfield County Board of Commissioners and the Fairfield County Airport Board**

(Fairfield County Commissioners)

Upon the motion of Commissioner David L. Levacy, seconded by Commissioner Mike Kiger, this resolution has been Adopted:

Voting:

Steven A. Davis, President  
Mike Kiger, Vice President  
David L. Levacy

Absent  
Aye  
Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Staci Knisley, Acting Clerk  
Board of County Commissioners  
Fairfield County, Ohio

**A resolution to amend the Memorandum of Understanding (MOU) between the Board of Fairfield County Commissioners and the Fairfield County Airport Authority Board**

**WHEREAS**, the Fairfield County Airport Authority Board approved the attached MOU on July 10, 2017;

**WHEREAS**, the Board of Commissioners approved the attached MOU on July 11, 2017 by resolution 2017-07.11.h; and

**WHEREAS**, item# 3 of the MOU says "the yearly appropriation by the County Commissioners to the Airport Board will be reduced by \$20,000 per year from what it may have otherwise been for fiscal year 2018 through and including fiscal year 2027"

**WHEREAS**, it is recommended that item#3 be rescinded; and

**NOW, THEREFORE**, the parties set for that their mutual recommendation of item#3 to be removed; and

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

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**Section 1.** That the Board of County Commissioners approves the amendment to the MOU between the Board of Commissioners and the Fairfield County Airport Authority Board.

**Section 2.** that the President of the Board of Commissioner signs the attached amendment.

**Resolution No. 2019-01.15.r**

**A resolution to amend the Memorandum of Understanding (MOU) between the Board of Fairfield County Commissioners and the Fairfield County Airport Authority Board**

(Fairfield County Commissioners)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner Jeffrey M. Fix, this resolution has been Adopted:

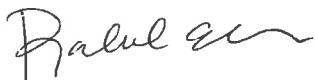
Voting:

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

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rachel Elsea  
Board of County Commissioners  
Fairfield County, Ohio