

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

**Meeting to order**

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. Board Members present at the meeting were Glenn Burns, Lonnie Rush, Bill McNeer, Pat Ferguson, Bill Fagan, and Jon Kochis. Board Member Michael Kaper was absent. Also present were Staci Knisley, Greg Heaton, Ben Cooley, Branson Rutherford, Al Moyer, Brandon Foster, James Culwell, Lonnie Watts, Steven Friedman, Russ Everson, and Patrick Rooney.

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

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

**Approval of Minutes for the November 14, 2016 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 14, 2016 meeting.*

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

**Historical Aircraft Squadron (HAS) update**

Mr. Moyer reported that HAS is ready for plowing. The 5510 tractor storage hangar door needs a new motor. It has been ordered through Precision Overhead Door.

He also reported that the pilots are having trouble lighting the runway lights at night from their aircrafts. He asked that the lights be checked for sensitivity.

Mr. Rooney stated that Airport Management has turned on the app meter to the lights. The lights will stay on all night long. This will solve the problem short term until Jess Howard Electric comes back out and put in the new lights. It is estimated it will cost 25 cents a night. The trouble could be the wiring or a reception issue. It is unknown at this point.

Mr. Kochis reported that he would have his public safety contacts to come out and check the radio reception.

**Airport Manager Update**

Mr. Rooney presented Sundowner Aviation's Monthly Report, see attached to minutes. He reported that airport activity this month is down slightly.

He also reported that there is an opportunity for the Airport. A Mr. Doug Lynch inquired about a client of his that would like to base his Cessna Citation X plus aircraft here. It would require a 100 x 100 foot hangar which would be built by the client. The take off for this aircraft is 5,250 feet. The airport only has a 5,000 foot runway which would work most days for them but they would like to extend the runway 250 feet if based here. It is possible that the client would pay for the extension if negotiated. Mr. Rooney contacted Brian with the FAA Detroit Airport District Office (ADO) regarding the 250 foot extension to see if it is feasible and possible. Nothing is official, but his conversation with Detroit went well.

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Mr. Kochis stated that he has already briefed the Airport's Engineer, Crawford Murphy Tilly (CMT) regarding the possible extension of the runway. It will take some time for a study to be done.

Mr. Rooney reported that Mr. Lynch inquired last week and as of today has not heard anything whether he is still interested.

Mr. Rooney stated that he is hopeful that this would work out. He sees it as benefiting the airport for Federal Grants. Having a jet aircraft at the airport could move the airport up the list for grants.

**Standing Committee Updates:**

**a. Airport Improvement – Jon Kochis**

**1. Wetland Determination (5 acres NW corner)**

Mr. Kochis reported that the Wetland Determination study is complete. Due to weather conditions, the mowing is not completed but should be completed in the next few days. As soon as the area is mowed and cleared, USDA will come out to complete delineation.

**2. Storm Water Plan**

Mr. Kochis reported that the drafts are almost completed. He will email the draft reports to the Board Members for review. He would like to see the plan approved at next month's board meeting.

Mr. Kochis reported that the plan determined that 3 oil spill kits are needed at 3 fuel locations. The locations are at the fuel truck, fuel cart, and maintenance hangar.

**Approval to purchase three (3) oil spill kits for \$183**

*On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve to purchase three (3) oil spill kits.*

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

Mr. Kochis reported that in new and future hangar leases, language will have to be added regarding limiting fluid storage to 25-55 gallon of all combined fluid, proper liquid fuel disposal, and spill material sites need to be added.

Mr. Kochis also reported that Building A (Due North Aviation) and Building B has an oil interceptor on the ground. He will schedule a follow-up discussion with Jonathan Febrache with Soil & Water.

Mr. Kochis also reported that the plan determined that there are 2 onsite water wells near Building A. If they are not in use, they need to be capped off.

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Mr. Kochis reported that the final determination from the report was regarding inspecting quarterly and annually drainage ditches. He recommended that they add language to the next FBO contract to do the inspections.

3. Crawford Murphy Tilly (CMT) Engineer's Summary Report (See attached to minutes)

Mr. Heaton with CMT presented the Engineer's Summary Report.

Mr. Heaton reported that Jess Howard Electric will be out Wednesday this week to swap out the new runway lights.

Mr. Heaton also reported that he, Jon Kochis, and Bill McNeer had a teleconference with the FAA to discuss future projects. It was still determined that the FAA will not pay for the design of state projects.

Mr. Kochis stated that he is drafting a letter to Congressman Steve Stivers regarding the FAA Detroit ADO's policy change to not fund state project designs. He asked for authorization from the Board to send the letter.

Mr. Heaton stated that it is not necessarily a policy change. It is a shift in funding structure. He recommended that Mr. Kochis draft the letter with his help.

**Approval of authorization for Jon Kochis to send a letter to Congress Steve Stivers regarding the Great Lakes Region of the Federal Aviation Administration (FAA) funding**

*On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the authorization for Jon Kochis to send a letter to Congress Steve Stivers regarding the Great Lakes Region of the Federal Aviation Administration (FAA) funding.*

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

4. Wildlife Assessment

Mr. McNeer recommended that the tree around the terminal be cut down.

Mr. Kochis reported that it is highly recommended by the Wildlife Study to be cut down. It will be cut down at grade level.

b. Community Relations – Michael Kaper (absent)

Nothing new to report.

c. Facilities and Grounds – Lonnie Rush & Bill Fagan

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Mr. Rush reported that Frazier Electric will be servicing our lights around the T-hangars. He estimates that it will not cost more than \$1,000.

**d. Finance - Glenn Burns**

1. Financial Reports

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

2. Payment of Bills

Ms. Knisley asked the Board to review the summary of invoices. She asked that Pyatt Petroleum and Lancaster Fire Safety invoices be reviewed for accuracy.

Mr. Rush reported that Lancaster Fire Safety comes out annually to inspect the safety equipment.

Mr. Rooney reported that Lancaster Fire Safety came out a second time to complete the inventory replacement. They also added safety equipment to the fuel truck and fuel cart.

Mr. Rooney reported that Pyatt Petroleum also came out a second time to repair the fuel gaskets on the fuel truck.

**Approval for payment of bills totaling \$ 23,868.68**

*On motion of Jon Kochis and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$23,868.68 (See invoice summary attached to minutes)*

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

**e. Security/Web/Other – Bill McNeer & Jon Kochis**

1. Internet Connectivity – Phase 2

Mr. Kochis reported that the Wifi exterior connection is on. We will have to buy a network extender to extend the internet into the Maintenance hangar. The cameras are in. There is a special tool that IT has to order to complete the installation.

2. Web

Mr. McNeer recommended that Rick Szabrak, the new Board Member that starts in January be a part of the Web committee. CMT stated that they will provide new photos.

Mr. Kochis stated that he will work with Mr. Szabrak for a PDF presentation for the State of the County Address in 2017. County Administrator Carri Brown was very happy with the pictures that CMT provided tonight for the Open House. He thanked Mr. Cooley and Mr. Heaton for their work.

f. Tenant Relations – Glenn Burns

1. Rent Status

Ms. Knisley stated that she will follow up with tenants this week regarding any past due accounts.

2. Hangar Tenant Status

Dr. Burns stated that there was a letter from Chris Chapman with Ohio Skydiving Center notifying the Board that he is vacating Hangar R1 at the end of December.

Mr. Ferguson stated that Mr. Chapman will be moving into a new T-hangar unit. He will follow up with the paperwork.

Mr. McNeer recommended that the Board vote to allow Ohio Skydiving Center to vacate the lease.

**Approval to allow Ohio Skydiving Center to vacate the lease for hangar R1**

*On motion of Bill McNeer second of Bill Fagan, the Fairfield County Airport Authority Board voted to allow Ohio Skydiving Center to vacate the lease for Hangar R1 at the end of December 2016.*

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

Ms. Knisley reported that there are 2 new tenants in G3 & G9.

3. FBO Liaison – Pat Ferguson

Mr. Ferguson stated that he had nothing further to discuss.

**Old Business**

- Snow Removal (Bill & Pat)

Mr. Ferguson reported that he met with the Airport's legal counsel regarding the snow removal contract with Agroscares. Their services will be used on an as needed basis. HAS will still remove snow at the airport if time and manpower permits. HAS will be paid by the FBO.

**Approval to use Sundowner Aviation, the Airport's Fixed Base Operator (FBO) for snow removal services in the amount of \$1,000 for each removal**

*On motion of Pat Ferguson and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to use Sundowner Aviation, the Airport's Fixed Base Operator (FBO) for snow removal services in the amount of \$1,000 for each removal.*

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

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- **County Credit Card Process**  
Ms. Knisley reported that she and Pat Rooney with Airport Management will get together this week for training.
- **Storm Water Plan**  
Ms. Knisley stated that she is still collecting MS4 documents from the Board and the FBO.
- **Taxiway D Rehab. Project - ODOT grant**  
Nothing new to report.
- **Farm Leases (seedless crop amendments)**  
Mr. Kochis stated that this will be revisited in the fall of 2017.
- **Fence on Eversole Property**  
Mr. Kochis reported that he had a meeting with Soil & Water and Enterprise Pipelines. They are moving the fence in the spring and asked if the gate that is laying down need re-installed. He asked them to reinstall the gate. They are also going to work with the farmers on how to mow the area properly.

**New Business**

- Board Member Lonnie Rush not renewing his term in 2017

**Appreciation to Lonnie Rush's year's of service as a Board Member**

*On motion of Bill McNeer and second of Pat Ferguson, the Airport Authority Board would like to show their appreciation to Lonnie Rush's years of service as a Board Member.*

*Discussion: Mr. McNeer stated that he has organized the purchase of the fuel truck, fuel cart, and snow plow truck.*

*Mr. Ferguson stated that when Mr. Rush was needed, he was always available.*

*Mr. Rush stated that he appreciated the Board's support over the years. He has handed off his contact information to Board Member Bill Fagan. He will be happy to assist anyone in the future if needed.*

*Mr. Rooney stated that Sundowner Aviation appreciated all the work Mr. Rush got completed.*

*Dr. Burns stated that Mr. Rush went above and beyond his duties.*

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

- New Board Member Rick Szabrak effective January 1, 2017
- ODOT matching grant

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**Approval of Ohio Department of Transportation (ODOT) matching grant contract in the amount of \$17,487**

*On motion of Bill McNeer and second of Jon Kochis, the Fairfield County Airport Authority Board voted to approval of the Ohio Department of Transportation (ODOT) matching grant contract in the amount of \$17,487. (See attached to minutes)*

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

**Informational Items**

Ms. Knisley reported that she will be out of the office starting December 22<sup>nd</sup> through January 3<sup>rd</sup>.

Mr. Kochis thanked Sundowner Aviation for organizing the Open House tonight.

**Calendar of Upcoming Events/Other**

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

- a) Business Radio Licensing - \$95 fee – revisit in March 2017
- b) OAA Annual Conference – April 18-19, 2017
- c) FAA lease for space expires 9/1/17
- d) Pville farming lease expires 12/31/17
- e) Doug Majors farming lease expires 12/31/17
- f) Insurance expires 12/15/18
- g) November 2019 - coordinate HAS/Comm's lease agreement approved on 11.17.15 (exp 12/31/19)

**Adjournment**

On motion of Bill McNeer and second of Lonnie Rush, the Fairfield County Airport Authority Board voted to adjourn at 7:11 p.m.

**Next meeting is scheduled for January 9, 2017 at 6:00 p.m.**

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***Meeting minutes for the December 12, 2016 meeting were approved on January 9, 2017.***

*Aye*  
Glenn Burns

*Aye*  
Bill Fagan

*Abstain*  
Rick Szabrak

*Aye*  
Jon Kochis

*Aye*  
Michael Kaper

*Aye*  
William McNeer

*Aye*  
Pat Ferguson

*Staci A. Knisley*  
Staci A. Knisley, Airport Clerk

# MONTHLY BOARD REPORT

NOV 2016 @ December 12, 2016 meeting

ITEM	QUANTITY	REMARKS
T HANGAR OCCUPANCY	63/72	
R HANGAR OCCUPANCY	6	
NEW LEASES	3	
OVERNIGHT/WEEKLY HANGR	2 nights	
FUEL SALES 100LL	5700.2	
FUEL SALES JET	1127.9	
NUMBER OF OPERATIONS	4968	
HANGAR MAINTENANCE ISSUES	G6 door new motor	
PUBLIC COMMENTS	none	
INCIDENTS REPORTED TO FAA	none	



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

**Engineer's Summary Report**

1. Previous FAA grants

-2515 FAA project (PAPI, wildlife) ongoing;

FAA teleconference held on Dec 6<sup>th</sup>. See attached call agenda.

2. FY 2015 Projects

PAPI Rehab

PAPI commissioning complete. Close out report being prepared.

Wildlife Assessment

Final report has been submitted to FAA. Submitted for FAA review, awaiting comment or acceptance.

Terminal Roof Improvements

Terminal Building Reroof and Mansard Alteration complete. Final close-out documentation being prepared.

3. FY 16 Projects

ODOT Aviation Grant Runway Rehabilitation.

Contractor: The Shelly Company.

Runway overlay work complete excepting final runway markings, to be completed during lighting rehab closure timeframe.

FY 16 FAA Grant – Runway Edge Lighting Rehabilitation

Contractor: Jess Howard Electric.

Field work scheduled to resume this week with light install.

4. FY 17 ODOT Aviation Grant Application

Grant application for Taxiway D (west end) construction / reorientation.

ODOT has offered grant. Design is local only expense without potential for reimbursement currently. Still awaiting any change in state grant program.

5. Action Items:

None requested



FCA Authority Board:

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

December 13<sup>th</sup>, 2016  
Congressman Steve Stivers  
123 South Broad Street, Suite 235  
Lancaster, OH 43130

Congressman Stivers,

Fairfield County Airport Authority recently conducted an Airport Improvement Plan teleconference with Great Lakes Region of the Federal Aviation Administration. On this call we were informed that FAA no longer will allow the use of the FY 2017 Airport Improvement Program (AIP) grant to pay for design engineering and management of projects funded by other sources, including State grants. We understand this to be a reversal of actions from previous years and do not understand this to be an agency wide policy and will have profound effects on future grant years.

Previously the FAA AIP grant had been used to pay for construction engineering, architectural, and construction management costs. For example, in 2016 our airport received a \$ 60,813 award from the FAA AIP non-primary entitlement (9NPE) funds grant to pay for the design of the repaving of our runway. The Airport Authority also received a \$611,000 grant from Ohio Department of Transportation for construction costs to rehabilitate the runway. These two grants were able to collaborate and complete the project sooner than expected at a lower cost to each grant stream.

Now, if this policy were to stay in effect, local airports will have to run 2 project paths, one for FAA funded projects and another for projects funded by other sources. Also, an FAA grant entitlement will need to be rolled a number of years to "save up" to completely fund one project of any size.

The Fairfield County Airport will need at least 3 fiscal years of FAA entitlement grants to save enough to complete our next project, the correction of Taxiway Delta. Taxiway Delta is a nonstandard taxiway that the FAA determined should be the highest priority for grant funding. The Airport Authority agreed and applied for ODOT grant funds to rehabilitate the taxiway, and have been awarded the grant to do so. However, the FAA in this reversal of policy from the previous year will not fund the design and management costs. The Authority will have to decline the ODOT grant and risk the project not being funded in the next fiscal year.

The collaboration of Federal and State grant resources will provide quicker more efficient results in funding projects. This will affect many small airports that need to leverage multiple funding streams to improve these valuable community assets. We greatly appreciate any assistance you can provide for the Fairfield County Airport.

Thank you,

A handwritten signature in black ink that reads "Jon Kochis". The signature is fluid and cursive, with the first name "Jon" being particularly prominent.

Jon Kochis, Board Member

Fairfield County Airport Authority  
3430 Old Columbus Rd NW, Carroll, Ohio 43112  
[www.fairfieldcountyairport.com](http://www.fairfieldcountyairport.com)

## Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Crawford Murphy Tilly	\$2,080.92	111468	construction phase services/rehab runway 10/28 lighting	10/1-10/28/16
Crawford Murphy Tilly	\$1,404.63	111469	bid and construction phase/terminal improvements	10/1-10/28/16
Crawford Murphy Tilly	\$7,692.40	111461	construction phase - runway 10/28 overlay	10/1-10/28/16
Crawford Murphy Tilly	\$2,310.36	111460	design and bid phase/runway 10/28 overlay	10/1-10/28/16
Lancaster Fire Safety	\$1,748.85	237758	service to fire safety equipment (prior invoice on 9.7)	10/21/2016
Sundowner Aviation	\$907.42	n/a	fees for November fuel sold	11/1-11/30/16
Sundowner Aviation	\$1,237.50	n/a	10 % of November Rent collected	11/1-11/30/16
G. Brian Boltz	\$200.00	n/a	professional services regarding Agroscares contract	11.16.16
IT Savvy	\$4,174.00	918894	security cameras	11.28.16
IT Savvy	\$750.00	920005	5 licenses	11.28.16
Pyatt's Petroleum	\$1,362.60	10008	service call/repair leak in JET A truck, service call/repair leak under sing axle	10.25 & 11.17
Total Invoices for 12/12/16 Board Meeting	\$23,868.68			

**A resolution to approve the grant contract for the FY 2017 Ohio Airport Matching Program from the Office of Aviation/Ohio Department of Transportation (ODOT)**

**WHEREAS**, the Fairfield County Airport Authority Board approved the grant contract for the FY2017 Airport Matching Grant program; and

**WHEREAS**, the grant contract provides funds of \$ 17,487 from ODOT; and

**WHEREAS**, this resolution gives the President of the Board, Dr. Glenn R. Burns authorization to sign the contract and all other future documents that are pertaining to the FY2017 ODOT Matching grant; and

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

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**Section 1.** That the Fairfield County Airport Authority Board approves the grant contract for the FY2017 Airport Matching Grant program.

Motion by: Bill McNeer

Seconded by: Jon Kochis

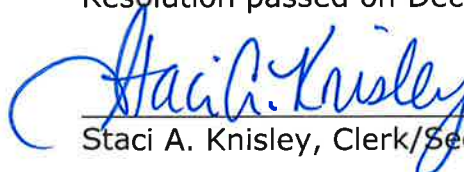
Ayes: McNeer, Kochis, Burns, Fagan, Rush, and Ferguson

Nays: None

Abstentions: None

Absent: Michael Kaper

Resolution passed on December 12, 2016

  
\_\_\_\_\_  
Staci A. Knisley, Clerk/Secretary

**GRANT CONTRACT**

under

The Fiscal Year 2017 Ohio Airport Matching Grant Program

between the

**Fairfield County Airport Authority**

and

The Ohio Department of Transportation  
Office of Aviation

ODOT Project Number  
M17-21

FAA Project Number  
3-39-0044-026-2016

**OHIO DEPARTMENT OF TRANSPORTATION**

**Office of Aviation**

**Ohio Airport Maintenance Grant Contract**

**ODOT Project. No. M17-21**

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

**Fairfield County Airport Authority**

agree as follows:

ARTICLE I

DEFINITIONS

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

**Administrator:** the Administrator of ODOT's Office of Aviation

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

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

**Code:** the Ohio Revised Code.

**Contract:** this Contract, which is identified as ODOT Project No. M17-21

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

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

**FAA:** the Federal Aviation Administration.

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

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

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

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

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

**Grant Funds:** program funds.

**Grantee:** The Fairfield County Airport Authority

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

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

**ODOT:** the Ohio Department of Transportation.

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

**Project:** the project funded by the Contract which is identified as ODOT Project No. M17-21

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

**State:** the State of Ohio.

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

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

## ARTICLE II

### SECTION 1: PURPOSE

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

### SECTION 2: SCOPE OF PROJECT

**Rehab lighting, des./const.; des,RWY rehab**

### SECTION 3: FUNDING

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

Total Project Cost:	\$349,737
Total Local Share:	\$17,487
Total Federal Share:	\$314,763
Total State Share:	\$17,487
- 3.3 ODOT agrees to provide Grant Funds to the Grantee 5 percent of the eligible costs, **up to a maximum of \$17,487 in State funds**. This maximum amount reflects the funding limit for the project, and ODOT will not increase the ODOT grant amount to reflect any change orders that might increase the FAA grant amount. Unless otherwise provided for, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0044-026-2016
- 3.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.



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

#### SECTION 4: METHOD OF PAYMENT

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

#### SECTION 5: PROJECT ADMINISTRATION

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

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

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

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

#### SECTION 7: GENERAL PROVISIONS

- 7.1 The Grantee and all project contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements.
- 7.2 The Grantee shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents

are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

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

upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.

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

- 7.15 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
- 7.16 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

7.17 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

7.17.1 In carrying out this Contract, Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, status as parent, national origin, age, or disability as that term is defined in the American with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

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

7.17.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination

prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

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

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

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

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 20000 et seq.)

7.18 DRUG-FREE WORKPLACE

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

7.19 ETHICS REQUIRMENTS

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

7.20 OHIO ELECTION LAW

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

7.21 GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

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

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

7.22 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C.



9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

7.23 OFFER AND EFFECTIVE DATE

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

7.24 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

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

7.25 EXECUTION

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

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

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

**FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:**

The Director of the Ohio Department of Transportation has duly executed this Contract this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Director of the Ohio Department of Transportation

**FOR THE GRANTEE:**

Executed this 12<sup>th</sup> day of December, 2016.

By: [Signature]

Title: President of the Fairfield Co Airport Authority Board

**CERTIFICATE OF GRANTEE'S ATTORNEY:**

I, @ Brian Boerz, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated October 10, 2016, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 5<sup>th</sup> day of DECEMBER, 2016.

By: [Signature]

Title: Attorney