

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for December 14, 2020**

Meeting to order

Glenn Burns called the meeting to order at 6:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Pat Ferguson, Jon Kochis, Bill McNeer, Bill Fagan, Rick Szabrak, and Michael Kaper. Also present were Staci Knisley, Al Moyer, Pat Rooney, Greg Heaton, Ben Riggs, and Mike Baldwin.

Opportunity for the Public to Address the Board

Mike Baldwin, President of the EAA Chapter 443 let the Board know that they are still interested in renting space at 3383 Old Columbus Rd, former Med Flight property now owned by Fairfield County Board of Commissioners. The property is not encumbered by the FAA.

Mr. Kochis reported that the EAA has been interested but wanted to wait to see if the Fixed Base Operator (FBO) proposal included that space. Sundowner Aviation was the only proposal received and they did not propose to use the space. He asked Mr. Baldwin to submit an updated proposal to the Board of Commissioners. The Board of Commissioners would want the Airport Board's support before making any decisions.

Mr. Kochis suggested that the proposal include anything EAA could pay for including utilities. Currently, the Airport Board is paying for the utilities.

Mr. Baldwin stated that the EAA will update their proposal.

Mr. Baldwin asked the Board for donations to EAA in lieu of work. Due to their tax exemption status, they can only accept donations.

Mr. Kochis stated that is not advised for the Airport Board to donate.

Approval of the Minutes for the November 9, 2020 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 9, 2020 meeting.

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

Historical Aircraft Squadron (HAS) update

Mr. Moyer reviewed the Frazier Electric proposal for LED lighting at the Museum. The State Electric Supply proposal did not work out. He asked the Board to pay for half of the out-of-pocket costs. The out-of-pocket costs are \$5,446. The Board's portion would be \$2,723. (See proposal attached to minutes)

Approval to proceed with the LED lighting project and will pay \$2,723 to Frazier Electric for the work

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve to proceed with the LED lighting project and will pay \$2,723 to Frazier Electric for the work.

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

Ms. Knisley will obtain a purchase order to Frazier Electric. She will pay Frazier Electric directly when the invoice is received.

Mr. Kochis recommended that Mr. Moyer ask about the warranty. LED lights fail quickly if they are going to fail.

Mr. Moyer reported that the snow-plow truck now has a new hydraulic pump, new rear brakes, and blade. The truck is in good shape. All snow equipment is ready to go.

Sundowner Aviation/Airport Manager Update – Monthly Board Report

a. Monthly Report

Mr. Rooney reviewed the monthly report, see attached to minutes.

Mr. Rooney reported that there were a few hangar doors that needed repairs. Hangar J and 4 of out of 6 hangars in Row O were also repaired. Precision Overhead Door did the repairs. Hangar O6 broke again and needed more repairs. It is likely that other hangar doors will need repairs soon.

Standing Committee Updates:

Airport Improvement – Jon Kochis

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

Mr. Heaton reviewed the report. (see attached to minutes)

Mr. Heaton reported that Taxiway Delta is completed. We are waiting on final closeout paperwork to be finalized. The contractors indicated the Terminal Apron ODOT project will be completed late this month or early January. There is still stone to be addressed.

Mr. Heaton reported that they are ready to start next year’s projects, including the master plan.

Mr. Heaton asked his staff to review the obstructions of trees to see if any needs trimmed or removed. This competes well in the ODOT grant program. The grant is competitive, and the applications are due in March. We will need a resolution to approve the grant application.

Mr. Kochis reported that he spoke with Senator Schaffer relating to funding streams for the Airport. It was a very good meeting. Our focus was about the statewide budget, but he seemed very interested in the Airport projects.

Mr. Heaton stated that Mr. Kochis did a great job represented the Fairfield County Airport during the meeting.

Mr. Heaton recommended that the Masterplan project get started in March if cash flow is good. The FAA grant will hopefully be approved by August if not sooner. The drawdown reimbursements can be requested once approved. We would like to have the plan ready by October 2021 for the FAA teleconference. If the grant is approved, local match is \$12,500 in 2022.

Ms. Knisley recommends using the Airport Operations fund cash flow to get the project started. The funds can be reimbursed once drawdowns are requested.

Mr. Kochis reviewed and recommended the Independent Fee estimate from Michael Baker International Inc. This is a requirement from the FAA to proceed with the Master Plan.

Approval of Independent Fee Estimate of \$2,500 for professional planning related services with Michael Baker International, Inc. for the update of the airport's Master Plan

On motion of Jon Kochis and second of Bill McNeer, the Fairfield County Airport Authority Board voted to approve the Independent Fee Estimate of \$2,500 for professional planning related services with Michael Baker International, Inc. for the update of the airport's Master Plan (See attached to minutes)

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

b. Snow Removal & Equipment (SRE) Building discussion

Mr. Kochis recommended the Snow Removal & Equipment (SRE) building process start again. The bid proposal was suspended this year due to the pandemic. County Administrator Carri Brown recommends that the project funds of \$75,000 be transferred out of the Airport Operating Budget to the Board of Commissioners with a signed Memo of Understanding (MOU) agreement. There was discussion at the last Airport Board meeting that funds be given to the Board of Commissioners to start the SRE building project. There was no approval. The Board of Commissioners will manage and fund the project because it is a capital project. The Board of Commissioners are funding the paving projects for 2021. That has already been approved. If we want the SRE building project to start in 2021, the Airport Board will have to

agree on transferring the funds to the Board of Commissioners. CMT will still manage the paving and the SRE building project.

Mr. Kochis reported that the building could be reimbursed by the FAA at some point, but we would have to let the Board of Commissioner know at that point it would be owned by the FAA. The SRE building will free up 2 hangars, F7 & G6 that are currently used by HAS for the good of the Airport.

Mr. Kochis recommended that the Board just give their blessing on this for now. He will start working on the bid documents and the MOU with the Board of Commissioners. There were no verbal objections from the Board.

Mr. Moyer stated that HAS would still like to use the east end garage of F row for their mowers, barrels, tug, forklift, and other equipment that is used for Airport operations. If HAS loses G6, they will not have room for their equipment. All the equipment is used for the Airport.

Mr. Kochis reported that any equipment that is owned by the Airport can be stored in the new SRE building. The building should be ready by June. We can discuss the HAS equipment storage when the building is completed.

c. **South Access Road/Culvert Repair**

Mr. Kochis reported that the project is on schedule for March. The contract will be on the agenda before March.

d. **Storm Water System Rehab**

- **Soil & Water spray work estimate for \$3,000 for 2021**

Mr. Kochis reviewed with the Board the scope summary from Soil & Water for spray work in 2021. Soil & Water will spray perimeter fences, spot treat wood plants on streams, cattails in ditches, around stormwater inlets and outlets and along ends of hangars beside the lawn. The spraying would be the areas that HAS does not mow. There are no additional clearing projects planned.

Mr. Kochis recommends the Board approve the work. Soil & Water is the only license applicator to do the spraying.

Approval to have Soil & Water do the spray work at the Airport for 2021 for \$3,000.

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to approve the spray work for 2021 with Soil & Water in the amount of \$3,000. (See estimate attached to minutes)

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

**Fairfield County Airport Authority Board Meeting
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- Tile Repair/Kull Excavating
Nothing new to report.
- SE field drainage problems
Nothing new to report.
- Pipeline discussions
Mr. Kochis reported that there are discussions with Kirkbride, our new neighbors relating to pipelines.

Strategic Planning Committee – Bill McNeer, Jon Kochis, Rick Szabrak

Mr. Kochis reported that regular meetings for the Master Plan will be held at 5:00 p.m. prior to the Airport regular meetings that start at 6:00 p.m. Master plan meetings are tentatively scheduled to start in March.

Community Relations – Michael Kaper & Rick Szabrak

Nothing new to report.

Facilities and Grounds – Michael Kaper & Bill Fagan

- a. Kessler Heating & Cooling Proposal for Maintenance
Mr. Kochis recommended not to accept the maintenance proposal. It is not needed at this time. Prior work was approved and paid.
- b. Fuel Truck
Mr. Rooney reported that it is estimated at \$2-3,000 for brakes and other repairs. It is also estimated at \$5,000 for the chassis repair. There is a low valve that needs fixed and the transmission is just about shot also.

Mr. Ferguson reported that the fuel truck will also need new tires soon.

Mr. Kochis did a quick research for used trucks from \$40,000 to more than \$60,000.

Ms. Knisley reported that the current fuel truck is a 1986 GMC model.

Mr. Heaton reported that it is very rare for Airports to have a fuel truck for 100 Low Lead fuel. For Jet fuel sales, it is very common to have a fuel truck. Credit Card readers are the biggest thing these days. The FAA does not cover fuel truck purchases because they generate revenue. Most airports buy used fuel trucks from other airports. Some FBO's (Airport Management) purchase their own fuel truck.

Mr. Heaton will get the word out to OAA and others that Fairfield County is looking to purchase a used fuel truck.

Mr. Kochis reported that about 22,000 gallons of jet fuel is sold annually from the fuel truck.

Mr. Rooney recommends increasing the mark up for the jet fuel. The current mark up is \$.50 (50 cents) plus tax. Sundowner Aviation gets \$.10 (10 cents) per gallon of that. Jet traffic is not here for the low costs, they are here dropping people off. That is the only reason they are purchasing fuel here.

Mr. Rooney stated that a 1,000-gallon tank would be plenty big enough.

Mr. Kochis will work with Mr. Rooney on the specifications and start searching for options.

c. Hangar J update

Mr. Kochis reported that the repairs are completed. He confirmed with Jimmy Shadd that things are good.

Mr. Kochis reported T-Built Construction proposed \$ 27,700 for further upgrades recommended by Mr. Shadd. Mr. Shadd will talk to his partners about what they can contribute. No further action is needed. We can review again later in 2021.

d. Terminal Renovations

Mr. Kochis reported that the project is moving along. The furniture should be received soon. T-Built Construction has done a good job. There was termite damage discovered. There is also an ant problem. The county facility department is bringing Wells Pest Control out for service. In the greenhouse, the sealing of the windows is failing. There are lots of improvements we need to think about.

e. Noxious Weed Control Agreement with Douglas Majors

• Approval of Noxious Weed Control Agreement with Douglas Majors

On motion of Michael Kaper and second of Rick Szabrak, the Fairfield County Airport Authority Board voted to approve the Noxious Weed Control Agreement with Douglas Majors (See attached to minutes)

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

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Mr. Rooney asked the Board if they would like Chris Cavolini & Geoff Combs in the Row sign an addendum relating to what they store outside their hangars.

Mr. Kochis would like to hear from them on what types of items they are storing. He will ask the Prosecutor to draw up a document. He will send it to Mr. Cavolini & Mr. Combs before the next Board meeting.

Mr. Rooney reported that each Mr. Cavolini & Mr. Combs both have propane tanks outside of their hangar. Mr. Cavolini also has a generator.

Finance - Glenn Burns

a. Financial Reports

The Board reviewed the following financial reports:

- 2020 Airport Cash Projection
- Purchase Order list
- Smart Card Fuel accounts
- Utility cost report

b. Payment of Bills

Mr. Kochis reported that T-Built Construction is completed other than a few lights that need fixed. There is still retainer left on their purchase order.

• **Approval for payment of bills totaling \$ 40,910.35**

On motion of Bill McNeer and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the payment of bills totaling \$40,910.35 (See invoice summary attached to minutes)

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

• **Motion to approve retroactively November payments totaling \$ 57,544.45**

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board motioned to approve retroactively November invoices totaling \$ 57,544.45 (See attached to minutes)

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

Security & Safety – Jon Kochis & Bill McNeer

Mr. Kochis reported that he has had conversations with the Pipeline Company, Tall Grass Energy relating to access to the pipeline. They are to come to the Terminal to get a key for access.

Tenant Relations – Glenn Burns & Bill Fagan

a. Rent Status Spreadsheet

The board reviewed the spreadsheet.

Ms. Knisley reported that she will do a review on rent status soon. There are still a few tenants that are paying 2019 rates. She has sent several emails to reconcile the current rates.

Web – Bill McNeer & Rick Szabrak

Mr. Szabrak reported that he will work with Crissy Devine, our web provider to make sure everything is running smooth. He will report back at the next meeting.

Old Business

- Fixed Base Operator (FBO) Contract

Mr. Kochis reported that one (1) Request for Proposal (RFP) was received from Sundowner Aviation. We have already accepted and scored the RFP. The only thing different from our current agreement is the compensation. The current monthly amount is \$4,000. Sundowner Aviation proposed \$4,281 for their monthly compensation.

Mr. McNeer recommended that compliance regulations section related to security and the EPA be modified to “including rules and regulations promulgated by the FAA, FCC, EPA 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 with special emphasis on Section 5 and 6, and”.

Mr. Rooney reported that he did not receive the contract in his email. He would like time to review the contract.

Mr. Ferguson recommended that the Board extend the contract until January 31, 2021.

Mr. Kochis recommended that if the contract is approved at the next board meeting, January 11, 2021 the Board can terminate the extension and make the new contract retroactive January 1, 2021.

Approval to extend the current FBO contract that expires December 31, 2020 to January 31, 2021 with the same terms

On motion of Jon Kochis and second of Pat Ferguson, the Fairfield County Airport Authority Board voted to extend the current FBO contract that expires December 31, 2020 to January 31, 2021 with the same terms.

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

New Business

None.

Informational

Mr. Ferguson made the announcement that he is resigning from the Airport Board. His last meeting will be in January. He handed Ms. Knisley the resignation letter to the Board of Commissioners.

Calendar of upcoming events and other important dates

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

- a. FBO agreement expires 12/31/2020
- b. Doug Majors Noxious Weed Control agreement expires 12/31/2020
 - RFP's opened Monday, August 10
- c. Meeting with Board of Commissioners, Tuesday, May 25, 2021 @ 9:30 a.m. relating to Economic Development at the Airport (Rick and Jon to attend)
- d. CMT Master agreement expires 9/9/2021 (option to extend 3 one-year extensions)
- e. Legal Services agreement with County Prosecutor expires 12/31/2021
- f. FAA lease for space expires 9/30/2022
- g. HAS mowing and snow removal contract expires on 9/30/2022
- h. Lease with Board of Commissioners to operate facilities expires on 11/16/2022
- i. Hangar J Lease agreement expires 12/31/22
- j. Insurance Coverage lock in rates expire 12/31/22

Adjournment

On motion of Bill McNeer and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 7:23 p.m.

Next meeting is Monday, January 11, 2021 at 6:00 pm at the Airport Terminal 3430 Old Columbus, Road NW, Carroll Ohio

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
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Meeting minutes for the December 14, 2020 meeting were approved on January 11, 2021

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



FRAZIER ELECTRIC INC.

November 23, 2020

Fairfield County Airport Hanger B

Quote: 20-130R

Attn: Al

Quote for electrical service work for the aircraft museum:

- Provide (12) new LED high bay fixtures in the main floor hanger area.
- Provide and install new LED bypass lighting for the following rooms office, men and women's restroom and storage room.
- Provide and install new LED exit egress lighting.
- Install motion sensor on entrance lights and do away with night light.
- Install (8) 8 ft bypass lamps at work benches.
- Install (1) new LED light at North entrance.
- Provide scissors lift to complete work.
- We will submit for South Central Power rebate.
- Rebate check will be paid directly to whoever is listed on the South Central Power account.
- Proposal includes disposing of or recycling old fixtures, ballasts, and lamps off site.

Total Quote Amount Paid to Frazier Electric Inc.): \$8,172.00

Less South Central Power Rebate - (\$2,726.00)

Total out of pocket: \$5,446.00

593 WHILEY RD. LANCASTER, OH 43130 PHONE: 740-689-3719 FAX: 740-689-3721

**Fairfield County Airport Authority
Board Meeting, December 14, 2020**

Engineer's Summary Report

1. FY 19 FAA AIP – Taxiway D Construction

Strawser Paving has completed their construction. Final change order approved. Final payment is pending punchlist completion (remaining items are final as-built survey and establishment of grass).

Closeout Report to be completed when DBE reports are finalized, followed by signature and submittal prior to end of calendar year.



Project photo – dated August 7

2. ODOT FY20 – Apron B, C1 Rehab.

Final punchlist items have been correct and pavement marking completed last week. ODOT punchlist inspection completed on Dec 8, with one remaining item added to be completed (small stone removal on surface of pavement). American Pavements will be onsite Jan 1 to evaluate equipment needed and provide an update to correct asap after that.

3. FY 21 FAA AIP Grant Preapplication

Master Plan to be included and Design of Taxiway B (incl drainage) FY 21. IFEs are underway.

4. Action Items:

December 11, 2020

Mr. Jon Kochis
Fairfield County Airport Authority
3430 Old Columbus Road NW
Carroll, Ohio 43112

**Re: Fairfield County Airport (LHQ)
Airport Master Plan Update
INDEPENDENT FEE ESTIMATE – Planning Services**

Dear Mr. Kochis,


You have requested the services of Michael Baker International to provide an Independent Fee Estimate for professional planning related services for the update of the airport's Master Plan at the Fairfield County Airport (LHQ) as part of your FY 2021 FAA project application process. Michael Baker International has been providing professional planning and design services to airports for 80 years and we serve many airports in Ohio similar to your facility. Our planning and design team is very familiar with the FAA's current program requirements, design guidelines as detailed within their Advisory Circulars, Orders and Program Guidance Letters.

We would propose to provide you with our fee estimate for the development of an Independent Fee Estimate associated with the airport master plan update for a lump sum amount of \$2,500.00. This fee includes our time to review your project scope, establish a detailed fee estimate including a breakdown by task, staff classifications and hourly rates plus estimated expenses. We will provide the estimate in an excel spreadsheet format for your use in comparing the planning estimate provided by your consultant to deliver these services.

We are available to complete this Independent Fee Estimate task immediately and would have it completed within the next few weeks, as requested, subject to your authorization and notice to proceed. Should you find this proposal acceptable please sign and return the following page and that will serve as our notice to proceed.

We thank you for this opportunity to provide you with these services and we look forward to working with you as you move your program forward. If you have any questions or comments, please contact me at 216-776-6629 or via email at lwanamaker@mbakerintl.com.

Sincerely,
MICHAEL BAKER INTERNATIONAL, INC.


Lance G. Wanamaker, P.E., PMP
Associate Vice President

Enclosures

MICHAEL BAKER is authorized to proceed with the performance of the Independent Fee Estimate (IFE) in accordance with the scope of services outlined above related to the airport's master plan update project for the lump sum amount of two thousand, five hundred dollars (\$2,500.00).

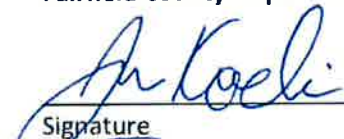
Submitted By:
MICHAEL BAKER INTERNATIONAL, INC.

Lance G Wanamaker, PE, PMP 2020.12.15 11:39:36 -05'00'

Date: 12-15-2020

Lance Wanamaker, P.E., PMP, Associate Vice President

Approved by:
Fairfield County Airport Authority Representative



Date: 12-15-2020

Signature

Jon Rochis

Print Name

**CLIENT CONTRACT
GENERAL TERMS AND CONDITIONS**

DEFINITIONS: "BAKER" shall mean **MICHAEL BAKER INTERNATIONAL, INC.** and "OWNER" shall mean the client named in the Agreement.

STANDARD OF CARE: The standard of care applicable to BAKER's services will be the degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as BAKER provides to OWNER under the Agreement.

ACCESS: The OWNER shall furnish all access to property and rights-of-way for the performance of BAKER's services.

ESTIMATES: Estimates of cost of construction, financing, acquisition of real or personal property or rights-of-way shall be made in accordance with generally accepted professional practices and procedures. However, BAKER has no control over construction costs, competitive bidding and market conditions, nor costs of financing, acquisition of real or personal property or rights-of-way; and BAKER does not guarantee the accuracy of such cost estimates as compared to actual cost or bids.

CONSTRUCTION PHASE: BAKER shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, installers or suppliers, or the safety precautions and programs incident thereto, and BAKER shall not be responsible for their failure to perform the work in accordance with the contract documents.

PAYMENT: Payments shall be made monthly by the OWNER to BAKER based on invoices submitted by BAKER. The OWNER shall also pay BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month.

TIME OF PERFORMANCE: BAKER shall commence work upon receipt of written notice to proceed from the OWNER and shall complete the work within the time period set forth in the Agreement, subject to any delays caused by the OWNER, other agencies involved in the work or any other parties or events not under the control of BAKER.

MODIFICATIONS: If the OWNER requires modifications and/or changes caused through no fault of BAKER, and if such modifications and/or changes are required after services have been performed, or in the event the OWNER desires additional work not covered by the Agreement, BAKER shall perform such work as ordered by the OWNER in writing and shall be paid for such work as may be agreed between the OWNER and BAKER, or on the basis of direct payroll costs chargeable to such work times a 2.77 multiplier of the total of all such payroll costs to cover overhead and profit.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by the OWNER prior to the completion of the Agreement, BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension.

LEGAL COST, PERMITS, FEES, ETC.: The OWNER shall furnish or compensate BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by BAKER.

INDEMNIFICATION: Except as stated below, BAKER shall indemnify and save harmless the OWNER from claims, losses, lawsuits or expenses caused directly by BAKER's sole negligent acts and errors or omissions in the performance of BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the OWNER shall indemnify, save harmless and defend BAKER from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of BAKER's services, or claims against BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, the OWNER agrees to limit BAKER's liability to the OWNER and to all construction contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to BAKER's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of BAKER to all those named shall not exceed \$50,000 or the total fee for BAKER's services rendered in the project, whichever is greater. Under no circumstances shall BAKER be liable to the OWNER for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including BAKER's fault or negligence.

COMPLIANCE WITH LAW: BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

SEVERABILITY: If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, OWNER agrees to compensate BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which BAKER is a party nor to cases where such services are part of the agreed scope of services.

Knisley, Staci A

From: Jonathan Ferbrache <Jonathan.Ferbrache@fairfieldswcd.org>
Sent: Tuesday, November 24, 2020 10:05 AM
To: Kochis, Jon Patrick
Cc: Knisley, Staci A
Subject: [E] 2021 Airport Spray Work

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jon,

We anticipate \$3,000 for spray work at the airport in 2021.

Scope summary: perimeter fences, spot treat wood plants on streams, cattails in ditches, around storm water inlets and outlets and along ends of hangars beside lawn.

There are no additional "clearing projects" planned.

Jonathan Ferbrache, PLA, CPESC
Professional Landscape Architect and Resource Specialist
Fairfield Soil and Water Conservation District
831 College Avenue, Suite B
Lancaster, OH 43130
jferbrache@fairfieldswcd.org
1-740-653-8154 ext. 3925
1-740-415-3925 Direct Number
1-740-777-7392 Cell

NOXIOUS WEED CONTROL AGREEMENT

This Noxious Weed Control Agreement ("Agreement") is made this 14th day of December 2020 by and between the Fairfield County Airport Authority, located at 3430 Old Columbus Rd. NWA, Carroll, Ohio 43112 ("the Airport") and Douglas Majors, an Individual, whose address is Majors Farms, 750 Ginder Road NW, Lancaster, Ohio 43130 ("the Contractor").

RECITALS

WHEREAS, the Airport is the operator of certain real property owned by the Fairfield County Board of Commissioners in Fairfield County which is utilized as the Fairfield County Airport ("the Airport"); and

WHEREAS, the Airport property contains paved areas used as airport runways and taxiways and also contains unpaved areas on which grows hay and other grasses; and

WHEREAS, the County has an occasional need to have the unpaved areas of the Airport mowed to control noxious weeds (as defined in OAC 901:5-37) so that vegetation does not overgrow and impede air and runway traffic at the Airport and to reduce the attraction to wildlife pursuant to the Fairfield County Airport Authority wildlife management report dated May 28, 2016 ; and

WHEREAS, the Contractor desires to perform the required mowing of the Airport property detailed in the maps attached as Exhibit "A" and to accept an annual total payment of \$50 as monetary payment for the services Contractor provides; and

WHEREAS, the Contractor desires to provide the services set forth herein and the Fairfield County Airport Authority agrees to provide the compensation for those services, all in accordance with the terms and conditions set forth herein;

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. Services to be Performed- Contractor shall provide a minimum of five annual cuttings or mowing to control Prohibited Noxious Weeds as per OAC 901:5-37. Variance from these dates will be considered based on weather. Contractor shall cut or mow in a manner to maintain heights of the fields between 7 and 14 inches in height between cuttings, in compliance with the Fairfield County Airport Authority wildlife management report dated May 28, 2016. Contractor shall furnish all labor, equipment, and materials necessary to the performance of its duties pursuant to this Agreement.

2. Time of Performance of Mowing- Contractor shall cut or mow at a minimum during the preferred target dates of May 1-20, June 1-20, July 1-20, August 1-20, and September 1-20. Contractor shall perform its duties during the hours of dawn to dusk. In any event, contractor shall perform in such manner as to avoid inconvenience to the users of the Airport and interference with Airport operations. Contractor must remove all bales of grass/hay from the Airport property within 7 days of mowing. No bales or equipment can be stored in the designated floodway and flood plain as marked in Exhibit "B" attached. Bales are to be stored along the north and south property lines and north of the grass strip.
3. Duration of Agreement- This agreement terminates all prior agreements, written or oral, between the parties concerning the series to be performed hereunder. It shall become effective on January 1, 2021 and shall terminate on December 31, 2023. This Agreement shall automatically renew for a period of one (1) additional year unless no later than sixty (60) days prior to the expiration of the current term, the party seeking to terminate this Agreement gives written notice of such termination to the other party ("Termination Notice"). After the nonterminating party receives such Termination Notice, this Agreement shall terminate at the conclusion of the current term.
4. Compensation – As payment for the services that Contractor provides hereunder, Contractor shall be paid a flat fee of \$50. Additionally, contractor shall be permitted to bale and keep for its own use all of the hay and other grasses that it mows or cuts on the Airport property in accordance with the terms of this Agreement. Contractor shall not be entitled to any other form of compensation or payment for any of the services that it renders in accordance with this Agreement.
5. Compliance with Law - During the term of this Agreement, Contractor shall obtain at its own expense and keep in force and affect any and all licenses permits, or other governmental authorizations of any kind required to perform the services hereunder. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with the performance of this Agreement, including but not limited to compliance with the USDA-Farm Service Agency Appendix to Form AD-1026, Highly Erodible Land Conservation (HELC) and Wetland Determination (WC) Certification.

6. Indemnification- Contractor shall Indemnify, defend and hold harmless the Airport and the County and all of its officers, employees, agents, and representatives of and from any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment including costs, attorney and witness fees and expenses incident thereto for injuries occurring during the performance of its duties under this Agreement. This section shall survive the termination or expiration of this Agreement.
7. Insurance - During the term of this Agreement, Contractor shall carry and maintain in full force and effect insurance fully satisfactory to the Airport providing coverage for injuries or death to persons and damage to property in such amounts as is reasonably satisfactory to the Airport. Such Insurance shall name the Airport and the county as additional insured. Contractor agrees that: (a) the Airport may inspect such policies at any time; (b) Contractor shall cause such policies to be properly endorsed to provide that the insurance company or companies will give to the Airport thirty (30) days' written notice of termination, alteration or change of the policies and (c) Contractor will cause the insurance company or companies to furnish owner with certificates of such policies detailing the coverage, such certificates to be delivered to owner concurrently with execution of this agreement by contractor. This section shall survive the termination or expiration of this Agreement.
8. No Liens- Contractor agrees that no lien or claim of any kind whatever shall be filed by contractor, or by any other person, firm, corporation, or other entity against the Airport property or against any other property belonging to the county for any work or any materials furnished by the contractor hereunder. If such a lien is filed, then contractor at its own cost and expense shall immediately take such steps as are necessary to remove the lien or cause it to be removed. This section shall survive the termination or expiration of this Agreement.
9. Assignment - This Agreement may not be assigned by the contractor without the prior written consent of the Airport, which consent may be withheld in the County's sole discretion.
10. Binding Effect - This Agreement shall bind each of the parties and their respective heirs, personal representatives, successors, and assigns of the parties.
11. Attorney Fees - if any action is filed by the County to enforce any provision of this Agreement, then the contractor shall pay to the County a reasonable sum for the

legal fees incurred by the County.

12. Entire Agreement - This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent Incorporated In this agreement.
13. Amendment of Agreement - Any modification of this Agreement shall be binding only if evidenced in writing signed by each party to this Agreement or an authorized representative of each such party.
14. Paragraph Headings - The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
15. Governing Law - This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio and any action brought in connection with or related to this Agreement shall be brought only in either the Municipal or Common Pleas Courts of Fairfield County, Ohio.

IN WITNESS WHEREOF, the parties have signed below.



DOUGLAS MAJORS
Contractor

12-13-20

DATE



GLENN R. BURNS
President, Fairfield County Airport Authority

12/24/2020

DATE

Joshua Horacek
Assistant Prosecutor, Fairfield County
Reviewed on behalf of the Fairfield County Board of Commissioners

DATE

Exhibit A

Areas marked in GREEN



Summary for Payment of Bills

Vendor	Amount	Inv#	Description	Service Dates
Sundowner Aviation	\$1,548.30	n/a	November rent fees	11/1-11/30/20
Sundowner Aviation	\$919.01	n/a	November fuel fees	11/1-11/30/20
T-Built Construction	\$38,443.04	SI-5263	terminal renovation	12.2.2020
Total Invoices for 12.1.4.20				
Board Meeting	\$40,910.35			

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2020 11

JOURNAL DETAIL 2020 11 TO 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
80780000 AIRPORT OPERATIONS							
530000 CONTRACTUAL SERVICES							
80780000 530000	CNTRCT SVC						
2020/11/000034	11/02/2020 API	85.00 VND 001281 PO 20001124	PORTA KLEEN				
2020/11/000034	11/02/2020 API	2,000.00 VND 005552 PO 20000032	HISTORICAL AIRCRAFT				
2020/11/000034	11/02/2020 API	4,000.00 VND 007099 PO 20001126	SUNDOWNER AVIATION L				
2020/11/000275	11/09/2020 API	17.70 VND 012572 PO 20001109	LEWELLENS SERVICES I				
2020/11/000627	11/16/2020 API	1,104.01 VND 005790 PO 20001083	OHIO DEPT OF TAXATIO				
2020/11/000627	11/16/2020 API	2,061.61 VND 007099 PO 20001188	SUNDOWNER AVIATION L				
2020/11/000627	11/16/2020 API	1,770.50 VND 007099 PO 20001128	SUNDOWNER AVIATION L				
2020/11/001046	11/23/2020 API	297.91 VND 003668 PO 20001176	LOCAL WASTE SERVICE				
2020/11/001049	11/23/2020 API	800.00 VND 001671 PO 20001058	OHIO AVIATION ASSN				
2020/11/001376	11/30/2020 API	93.50 VND 001281 PO 20001124	PORTA KLEEN				
2020/11/001380	11/30/2020 API	2,000.00 VND 005552 PO 20000032	HISTORICAL AIRCRAFT				
2020/11/001380	11/30/2020 API	4,000.00 VND 007099 PO 20001126	SUNDOWNER AVIATION L				
TOTAL CONTRACTUAL SERVICES		150,000.00	162,500.00	136,109.52	18,230.23	25,815.93	574.55 99.6%
531020 TAX APPRAISAL							
80780000 531020	TX APPRSL						
TOTAL TAX APPRAISAL		20,000.00	.00	.00	.00	.00	.0%
541001 ELECTRIC/UTILITIES							
80780000 541001	ELE/UTILIT						
TOTAL ELECTRIC/UTILITIES		25,000.00	4,386.98	4,386.98	.00	.00	.00 100.0%
543000 REPAIR AND MAINTENANCE							
80780000 543000	REPAIR AND MAINTENANCE						
TOTAL REPAIR AND MAINTENANCE		25,000.00	4,386.98	4,386.98	.00	.00	.00 100.0%

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2020 11

JOURNAL DETAIL 2020 11 TO 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
80780000 543000 REPAIR	25,000.00	106,613.02	51,756.72	10,730.22	52,080.92	2,775.38	97.4
2020/11/000007 11/02/2020 API	20.00	VND 008908 PO 20007213	MID STATE TIRE CO IN	zero turn mower repair	2 tires	5319902	
2020/11/000627 11/16/2020 API	3,075.64	VND 003483 PO 20001175	PVATT, WILLIAM ROSS	srvc calls, change filters	5370628		
2020/11/001049 11/23/2020 API	6,634.58	VND 011340 PO 20007775	WOFFORD, CHARLES	snow plow truck repair	10/20/2	5321065	
2020/11/001049 11/23/2020 API	6,200.00	VND 015789 PO 20007685	T-BUILT CONSTRUCTION	Hangar 2 column repair	11/17/2	5321120	
2020/11/001049 11/23/2020 API	800.00	VND 015835 PO 20007776	KESSLER HEATING & CO	Terminal furnace repair	11/11/	5321136	
TOTAL REPAIR AND MAINTENANCE	25,000.00	106,613.02	51,756.72	10,730.22	52,080.92	2,775.38	97.4%
533000 COMMUNICATIONS/TELEPHONE							
80780000 553000 COMM	2,100.00	2,100.00	1,717.59		382.41	.00	100.0
TOTAL COMMUNICATIONS/TELEPHONE	2,100.00	2,100.00	1,717.59		382.41	.00	100.0%
554000 ADVERTISING							
80780000 554000 ADVERTISE	2,000.00	2,000.00	729.52		1,070.48	200.00	90.0
TOTAL ADVERTISING	2,000.00	2,000.00	729.52		1,070.48	200.00	90.0%
558000 TRAVEL REIMBURSEMENT							
80780000 558000 TRAVEL	200.00	200.00	63.45		36.55	100.00	50.0
TOTAL TRAVEL REIMBURSEMENT	200.00	200.00	63.45		36.55	100.00	50.0%
560000 MATERIALS & SUPPLIES							
80780000 560000 MATERIALS	15,000.00	15,000.00	7,815.21		630.22	6,398.88	785.91 94.8
2020/11/000277 11/09/2020 API	82.23	VND 071270 PO 20001287	STATE ELECTRIC SUPPL	Airport supplies	10/23/20	5320344	

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2020 11

JOURNAL DETAIL 2020 11 TO 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
80780000 560000 MATERIALS							
2020/11/000626 11/16/2020 API	504.01 VND 001511 PO 20001208 R D HOLDER OIL INC						5320616
2020/11/001386 11/30/2020 API	43.98 VND 015530 PO 20007783 WASHINGTON AUTO PART snow plow truck fluid						5321665
TOTAL MATERIALS & SUPPLIES	15,000.00	15,000.00	7,815.21	630.22	6,398.88	785.91	94.8%
561000 GENERAL OFFICE SUPPLIES							
80780000 561000 GNRL OFFC	500.00	500.00	.00	.00	300.00	200.00	60.0
TOTAL GENERAL OFFICE SUPPLIES	500.00	500.00	.00	.00	300.00	200.00	60.0%
562600 FUEL (GASOLINE/DIESEL)							
80780000 562600 FUEL	250,000.00	250,000.00	221,157.09	27,753.78	28,842.91	.00	100.0
2020/11/000034 11/02/2020 API	27,753.78 VND 005545 PO 20002431 PURVIS BROTHERS INC Airport fuel 10/21/20						5319867
TOTAL FUEL (GASOLINE/DIESEL)	250,000.00	250,000.00	221,157.09	27,753.78	28,842.91	.00	100.0%
570000 CAPITAL OUTLAY							
80780000 570000 CAP OUT	55,000.00	55,000.00	.00	.00	.00	55,000.00	.0
TOTAL CAPITAL OUTLAY	55,000.00	55,000.00	.00	.00	.00	55,000.00	.0%
574000 EQUIPMENT, SOFTWARE & FIXTURES							
80780000 574000 SOFT	10,000.00	28,575.00	18,696.92	.00	1,349.00	8,529.08	70.2

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2020 11

JOURNAL DETAIL 2020 11 TO 2020 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
TOTAL EQUIPMENT, SOFTWARE & FI	10,000.00	28,575.00	18,696.92	.00	1,349.00	8,529.08	70.2%
590310 REFUNDS OF HANGAR DEPOSITS							
80780000 590310 REFUNDS	3,000.00	3,000.00	2,668.00	200.00	.00	332.00	88.9
2020/11/001048 11/23/2020 API	200.00 VND 111111 PO		MISC VENDORS	Deposit 2018			5321164
TOTAL REFUNDS OF HANGAR DEPOSIT	3,000.00	3,000.00	2,668.00	200.00	.00	332.00	88.9%
TOTAL AIRPORT OPERATIONS	557,800.00	629,875.00	445,101.00	57,544.45	116,277.08	68,496.92	89.1%
TOTAL EXPENSES	557,800.00	629,875.00	445,101.00	57,544.45	116,277.08	68,496.92	
GRAND TOTAL	557,800.00	629,875.00	445,101.00	57,544.45	116,277.08	68,496.92	89.1%
** END OF REPORT - Generated by Lauren Stroppe **							