

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.

Regular Meeting to order

Michael Kaper called the Regular Meeting to order at 5:00 pm with the Pledge of Allegiance. The meeting was held with the following board members present: Michael Kaper, Bill Fagan, Scott Richardson, Jon Kochis, John S. Smith, and Tom Brennan. Board Member Glenn Burns arrived late.

Also Present were– Al Moyer, Ian Coil, and Emylee Gussler

Opportunity for the Public to address the Board

None

Approval of the minutes from the March 11, 2024 Board Meeting

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County airport Authority Board voted to approve the minutes from the March 11, 2024 Board Meeting.

Voting aye thereon: Kochis, Fagan Brennan, Richardson, Kaper, and Smith.

Absent was Glenn Burns

Motion passed.

Historical Aircraft Squadron (HAS) update

None.

Airport Manager/Fixed Base Operator (FBO) Update

- a. Monthly Board Report; see attached to minutes – Mr. Coil noted that things have been slow due to weather conditions.

Mr. Coil presented the FBO report; see attached to minutes. Mr. Coil posed the question regarding tenant insurance questions, notifying the board that tenants want to know why the Airport must be listed on the COI.

Jon Kochis recommended speaking to the prosecutor for clarification on this requirement.

Mr. Coil asked for the reminder of who was on the Hangar Waiting List Committee. Mr. Kochis said he was unable to locate who volunteered for the committee other than Glenn. Bill Fagan stated that he would volunteer for it. Mr. Kochis will verify with Staci Knisley when she returns, who may have been on that committee.

Committee Discussion

Michael Kaper inquired if anyone had any discussion regarding rearranging committees, different people on committees or any other topics.

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.

Jon Kochis asked what committees anyone had an interest in being part of.

John Smith mentioned the security committee and recognized Scott Richardson as part of FBO. Mr. Kochis concluded the discussion of committees unless anyone else wanted to make a change to their committees.

Mr. Smith spoke about any new security issues being part of FBO overseeing.

Standing Committees

a. Airport Improvement – Jon Kochis & Tom Brennan

Jon Kochis spoke regarding having the updated Master plan hopefully for next meeting, stating the FAA sent over review and CMT is working on them. See packet.

Mr. Kochis spoke regarding the Drainage project, stating that we are waiting on Rock River Construction to be able to come on-site. The timeline is currently showing the earliest they can be on-site is April, but that is very swampy now. Next steps are to submit to FEMA for mapping.

Mr. Kochis inquired if there was any water currently past the stock. Ian Coil stated no water has been seen.

Jon Kochis spoke regarding the State Grant for Obstruction Removal Phase II, saying there are no changes at this time. He said that likely the grant would run to its deadline. Tree removal on the top of the east end hill is just out of reach right now.

Mr. Kochis updated on the West Side Obstruction, saying everything is restored and printed. Mr. Coil stated that there were reports that the lights were not working. Mr. Coil stated he will check with whomever reported lights not working, however a visual check states the lights are on.

Mr. Kochis advised regarding State grants RSA clearing, stating that the SCP cost to relocate is higher than funding. Mr. Kochis has open conversations and is working on pricing out alternatives with SCP to reduce costs which wouldn't involve replacing the wires.

Mr. Kochis spoke regarding the Crack Seal project, stating that May's meeting will have an update in the packet.

Mr. Kochis spoke regarding FY24AIP the Commissioners Hangar development project. Mr. Kochis provided the Engineer estimate of 3.4 mil. He stated that the only bid received was over 5mil. Jon Kochis stated that Setterlin reached out to the two manufacturers listed and one doesn't build that size of building, and the other provided a quote. Jon stated that CMT is going to dig up more steel manufacturers to give to Setterlin so that they could get quotes. Mr. Kochis stated that the Commissioners will reevaluate and rebid.

Tom Brennan inquired who else has had similar projects in Ohio to compare to.

Mr. Kochis discussed that Newark built a similar hangar not long ago, and though the GC from their project was expected to bid on ours, they didn't. Mr. Brennan and Mr. Kochis discussed why that may have been the

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.**

case, citing that it may have been a deadline issue, but the rebid was processed today for publication. Jon Kochis noted that there are not many companies who build the hangars due to the steel construction being pre-fab.

Scott Richardson and Jon Kochis discussed the cost analysis for the project. Kochis stated that CMT could increase the estimate, however the Commissioners have a hard stop amount.

Mr. Kochis stated that there was not a submission of application for FY25.

Mr. Kochis presented the action of additional work for the grading project. Kochis provided the proposal in packet 11,600 over and above what was set forth for the obstruction removal project.

Tom Brennan raised the question as to why SCP isn't shouldering some of the cost and if 11,600 is the additional amount. Jon Kochis stated that SCP estimated that their lines were 12 feet deep, but they were 5 feet deep. Jon Kochis stated that SCP has no obligation to move the lines.

On motion of Jon Kochis to approve the proposal of \$11,600 and second of Michael Kaper, the Fairfield County Airport Board voted to accept the additional \$11,600 for the obstruction removal project.

Voting aye thereon: Jon Kochis, Michael Kaper, Scott Richardson, Tom Brennan, John S. Smith, and Glenn Burns.

Motion Passed.

Jon Kochis stated that the ODOT Cost Summary is attached for the board's review. He stated that the actual costs and fees associated with the project are attached. See packet.

Mr. Kochis updated on the Storm Water System Repair, saying the quarterly inspection was completed, got noted for the soil stockpiles which will be gone as soon as we can get them, it's very wet and Rock River can't access at this time. Mr. Kochis stated nothing additional to report, all was discussed.

Community Relations - Michael Kaper

Nothing new to report.

Facilities and Grounds –Bill Fagan & Michael Kaper

Bill Fagan stated there was nothing new to report.

Jon Kochis spoke on the topic of Noxious Vegetation Control Estimates, stating Soil and water wants out of that. Mr. Kochis requested quotes, however only one has been provided at this time. Most contractors want to view the sites first. One quote \$2,289 annual for 2024 and can lock in for 3 years. Jon Kochis suggested accepting the contract for one year and reassessing to consider accepting for three years.

Approval to accept the quote of \$2,289 for 2024 with Noxious Vegetation Control

On Motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Board voted to accept the quote of \$2,289 for 2024 with Noxious Vegetation Control; see attached to minutes.

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.**

Voting aye thereon: Michael Kaper, Glenn Burns, Tom Brennan, Scott Richardson, John S. Smith, Bill Fagan, and Jon Kochis.

Motion Passes.

Bill Fagan spoke about Integrity painting the hangars last year and Jon Kochis stated that we have an estimate from Dawson as well.

Tom Brennan asked about labor cost. Gallons of paint were listed but not the labor hours. Integrity shows the square feet of painting space, but Dawson doesn't list it. Discussion regarding the methods of calculating the cost for painting the hangars. Jon Kochis stated that the only thing that Dawson requested was cleaning the metal by hand with TSP. Mr. Brennan asked what else Dawson has painted for us, Mr. Kochis stated that Dawson has painted 3-4 buildings for the county and that no complaints are had for Dawson or Integrity.

Jon Kochis stated that the labor cost and turnaround time may be the only issue due to the crew sizes.

Bill Fagan noted that Integrity has a faster turnaround time.

Jon Kochis stated that Dawson has a smaller crew, and he will reach out to Matt Dawson regarding the turnaround time projected on the project.

John Smith inquired regarding tenants being allowed in their hangar while painting is happening. Jon Kochis stated that Integrity and Dawson were informed of the need to cover with plastic to protect the contents of the hangar and that while they may not be locked out of their hangar, they may have the ability to go in and out of the hangar.

Discussion by the board regarding the possible length of the project and tenant use of hangars during that painting time.

FBO Liaison – Scott Richardson

Nothing to report.

Finance – Glenn Burns & Staci Knisley (absent) (Emylee present)

The Board reviewed the following Financial Reports

- Revenue/Expense Summary
- Cash Projection
- Purchase Order List
- Smart Card Fuel Report
- Utility Cost Report

Glenn Burns asked Emylee Gussler if Staci Knisley had provided anything special to discuss. Emylee Gussler stated that there had been one tenant who was behind on rent, however Ian Coil received a check from him, and this was provided to Ms. Gussler today for processing and the tenant is now current. Ms. Gussler stated that our

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.

tenants are all paid through March at this time, and we are still ironing out the few who are paying 2023 rates instead of 2024 rates.

Jon Kochis inquired about tenants not paying rent on time and what the steps should be for fees and evictions, requesting recommendations and possible actions the board could take. Mr. Kochis stated that he has reached out to Amy Brown Thompson for evaluation.

Jon Kochis presented one possible change to the lease agreement regarding the late or missed rent payments. If rent is not collected by the 15th, tenants would receive a letter stating that if it is not received by the 30th, then a 10% fee would be assessed. At the next meeting, if the rent has not been collected, then the board would vote to apply that 10% fee. Mr. Kochis stated that where the board has voted in the past to waive the fee, however there are some tenants who are consistently late, and nothing happens. Mr. Kochis stated that the final step would be that if the rent was still outstanding at the next board meeting, the board could be presented with a vote to evict.

Tom Brennan asked if the board follows the same guidelines as someone renting a home.

Ian Coil stated that the process for eviction still takes time, and he is willing to reach out to any tenant and track them down if necessary.

Mr. Brennan pointed out that we have a long waiting list of people willing to take over a hangar.

Glenn Burns confirmed that what Jon Kochis listed is not currently in place and Mr. Kochis confirmed that this is one of the proposed changes, a recommendation as a starting point for legal counsel to review and advise.

Mr. Brennan confirmed that if the process plays out, as Mr. Kochis proposed, it would be 45 days for the start of the eviction process.

Ian Coil stated that 45 days seems short on timeframe. Mr. Kochis stated that a letter would be sent at 15 days, notifying that the rent is late and that in another 15 days a fee would be assessed, which is pretty lenient.

Ms. Gussler advised the board that an email is typically sent at this time, letting the tenant know that the rent for that month has not been received and to please include it with the next month's payment which is now due, however sometimes there is no reply.

Bill Fagan inquired if a lock out is possible, as opposed to beginning eviction at 45 days.

Jon Kochis stated that eviction law is tight and noted our new lease has new verbiage which allows for new eviction allowances and rent late fees, however some of the habitual late tenants hold the old lease.

Discussion regarding the verbiage on the old leases not having clear language regarding eviction which is why the leases were updated.

Tom Brennan asked how the board is to eliminate the old leases which are still out there and get all tenants on a new lease.

Kochis stated that there wasn't a renewal written into the old lease.

Glenn Burns redirected the meeting to the financial portion of the agenda.

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.**

Jon Kochis submitted a Treton invoice that surpasses his limit of \$2500 for approval.

On motion of Michael Kaper and Second of Tom Brennan, the Fairfield County Airport Board voted to approve the Treton invoice for \$3070.00 for labor, dump truck, stone and man with a vac for the pothole excavation of the gas, ATT and Electric for locating the utilities.

Voting aye thereon: Jon Kochis, Glenn Burns, Tom Brennan, Michael Kaper, Scott Richardson, Bill Fagan, and John S. Smith.

Motion Passed.

Payment of Bills

On motion to by Jon Kochis and Second of Scott Richardson, the Fairfield County Airport Board voted to approve retroactively, the March invoices totaling \$41,993.22; see attached the minutes.

Voting aye thereon: Glenn Burns, Bill Fagan, Michael Kaper, Scott Richardson, Jon Kochis, John S Smith, and Tom Brennan.

Motion Passed.

Michael Kaper pointed out the approval and the retroactive approvment of bills on the State Auditor forms to be completed by the board.

Security & Other – Jon Kochis

Mr. Kochis spoke about the new fencing to be going up, the front fence line going in any day now.

John Smith asked about entry to the gates. Mr. Kochis stated we could provide a temporary/construction entry gate, but it would not be a permanent entry gate at our cost.

Tenant Relations – Glenn Burns & Bill Fagan

The board reviewed the following:

- Rent Status Spreadsheet
 - Louis McFarland P15 – past due
- Hangar Waiting List

Discussion already occurred during financial review.

Web –Tom Brennan

Nothing New.

Old Business

**Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.**

Scott stated that it is best to wait for new leases until new hangars are built.

New Business/Other

Nothing at time

Informational

Al Moyer inquired about the interest in the terminal at Newark. Jon Kochis stated that their waiting list for hangars is 67 people.

Jon Kochis noted that we are not eligible for the recent grant available for the FAA Supplemental Discretionary Notice of Funding due to not being primary as that pertains to commercial and passenger airports.

Calendar of Upcoming Events and other dates

The board reviewed the following calendar of dates:

- a. ODOT/OAA FY2025 grant – application due 5/1/2024 (no projects at this time)
- b. OTTER/UST renewal expires 6/30/24
- c. Petroleum Underground Tank – UST Certificate of Coverage – expires 6/30/24
- d. CMT Master agreement expires 9/9/2024 – Jon to get out
- e. Blue Lightning Initiative – report due annually within 30 days of 9/30/24
- f. HAS mowing and snow removal contract expires on 9/30/2024
- g. FBO Agreement expires 12/31/2024
- h. Noxious Weed Control Agreement with Douglas Majors – expires 12/31/24
- i. ODOT/OAA FY2025 grant – winning bidder selected by 3/15/2025
- j. Insurance Agreement expires 12/31/2025
- k. Legal services agreement with County Prosecutor – expires 12/31/2025
- l. Hangar J Lease agreement expires 12/31/26
- m. EAA lease renewal with the Board of Commissioners – expiration date of 12/31/26
- n. Lease agreement with Board of Commissioners to operate facilities – 10/25/2027
- o. Hangar A Lease expires 4/30/2032 with an option to renew
- p. FAA lease for space expires 9/30/2032

Adjournment

On motion by Jon Kochis and Second of Tom Brennan, the Fairfield County Airport Board voted to adjourn the meeting.

Voting Aye thereon: Glenn Burns, Michael Kaper, Bill Fagan, John S. Smith, Scott Richardson, Tom Brennan, and Jon Kochis.

Motion Passed

Meeting adjourned at 5:55pm

Next Regular Meeting is Monday, May 13, 2024 at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Meeting Minutes for April 15, 2024.

Meeting minutes for April 15, 2024 meeting were approved on May 13, 2024.

Aye
Glenn Burns

Absent
Bill Fagan

Aye
Tom Brennan

Aye
Jon Kochis

Aye
Michael Kaper

Aye
John S. Smith

Aye
Scott Richardson

Emylee Gussler
Emylee Gussler, Acting Airport Clerk

Monthly Board Report 2024

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR OCCUPANCY	72/72	72/72	71/72									
R HANGAR OCCUPANCY	6/6	6/6	6/6									
NEW LEASES	0	0	1									
OVERNIGHT	0	0	0									
FUEL SALES 100L	\$16,575.27	\$33,939.04	\$31,187.27									
	2838.12	5701.18	5138.21									
FUEL SALES JET A	\$21,228.68	\$31,125.67	\$14,185.08									
	3908.30	5855.50	2842.70									
# OPERATIONS	2250	4108	3105									
HANGAR ISSUES	0	0	0									
PUBLIC COMMENTS	0	0	1									
FAA INCIDENTS	0	0	0									

\$81,701.58
13678

\$66,539.43
12607

AGREEMENT

This AGREEMENT, made this 19 day of April, 2024, by and between Noxious Vegetation Control, Inc. 14923 St Rt 104 Ashville, OH 43103 , and Fairfield County Airport Authority, 210 E. Main Street, Lancaster, Ohio 43130 (The County) for Vegetation Control services in Fairfield County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

The Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work as set forth in the attached "Estimate," and further described in attached "Exhibit A."

1. Contract term (if applicable) from 4/19/2024 (Beginning Date) to 12/31/2024 (Ending Date).
2. The total amount of the contract cannot exceed \$2289.08, unless otherwise limited or expanded by amendment.
3. The Contractor will work during hours mutually agreeable and acceptable to both the County and the Contractor.
4. The Contractor shall submit invoice(s) to the County for work performed. Invoices will be submitted each month within 10 days of the end of the service month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The County will make payment for all invoices received in accordance with the terms of this contract. The County will only pay for those services outlined in the attached "Bid," and further described in attached "Exhibit A."
5. The County shall pay The Contractor for the performance of the work as set forth in the request for quotes and further described in attached "Exhibit A." Specifications pertaining to this agreement will be strictly enforced.
6. Additional charges MUST be approved by the Airport Authority Board in writing and will be based on additional time spent to complete the Work.
7. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
8. The Contractor will supervise and direct the work; however, the County will, at all times, have access to the work.
9. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.

10. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
11. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ 1,000,000.00 with \$ 1,000,000.00 umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
12. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Fairfield County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
13. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.
14. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.
15. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.

16. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
17. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The County may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.
19. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
20. After ten (10) days from delivery of a Written Notice to The Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
21. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made

pursuant to Ohio law, the County shall make available the Agreement and all public records generated as a result of this Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.

22. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a County employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this contract, the County may exercise any right under this Agreement, including termination.
23. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.
24. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
25. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
26. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.
27. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Fairfield County Common Pleas Court, Fairfield County, Ohio.
28. The vendor must complete pesticide application report as is required by law. This report will be provided to the owner/manager at the time of application. This shall include a summary of gallons, type of product, wind speed at application. This will be summarized for the County's Municipal Storm Water

Report April 1 of each year.

In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the 19th day of April 2024.


CONTRACTOR'S SIGNATURE

Daniel T. Matteson
PRINT CONTRACTOR'S NAME

Joe Kochi
FAIRFIELD AIRPORT


WITNESS

4/19/24
DATE SIGNED

4/19/2024
DATE

EXHIBIT "A"



NOXIOUS VEGETATION CONTROL, INC.

"SPECIALISTS IN WEED AND BRUSH CONTROL"

AGREEMENT FOR VEGETATION MANAGEMENT SERVICE

NOXIOUS VEGETATION CONTROL, INC. AND Fairfield County Airport. Agrees that NOXIOUS VEGETATION CONTROL, INC. shall provide labor, equipment, and materials for complete vegetation management service under the following conditions:

Vegetation control as outlined at facility grounds to include – Fence Row 1ft each side as outlined, building edges, selective vegetation control ditches, selective control on portion of south fence, rip rap areas, mowing obstructions as outlined BG, visible cracks in pavement at time of application, runway apparatus at west end of runway.

PRICE: \$2289.08 —

TYPE OF CONTRACT:

- One-Year Contract (2024)
- Three -Year Contract (2024, 2025, 2026) – price remains locked
- Year 2027, 2028 – Price - \$2403.50

TERMS: ~~Price excludes sales tax.~~ Net 30 days, invoiced upon completion of work or as specified. **All past due invoices are subject to a 1 1/2% per month service charge.**

VARIOUS CHEMICALS TO BE USED:

Esplanade, Milestone, Terra Vue, Method 240SL, Perspective, Spike 80DF, Round Up Pro Concentrate, Oust, Oust Extra, MSM 60 or similar products.

Applications guaranteed for 99% control during the application growing season. Guarantee is void if application areas are disturbed due to excavation or heavy ground disturbance.

Signed this _____ day of _____, 2024

NOXIOUS VEGETATION CONTROL, INC. Fairfield County Airport

By: Daniel Matteson
Matteson / Manager

By _____ Daniel

FCC Airport Herbicide Areas



Legend

- Runway 1
- Runway 2
- Runway 4
- Runway 5
- Runway 6, 8, 3
- Runway 7
- Runway 8
- Runway 9
- Runway 10
- Runway 3



FAIRFIELD COUNTY

YEAR-TO-DATE BUDGET REPORT



FOR 2024 03

JOURNAL DETAIL 2024 3 TO 2024 3

ACCOUNTS FOR: ORIGINAL APPROP BUDGET YTD EXPENDED MTD EXPENDED ENCUMBRANCES AVAILABILITY BUDGET PCT USED

80780000 AIRPORT OPERATIONS

80780000	530000	CONTRACTUAL SERVIC	175,000	177,915	55,504.36	14,103.22	118,099.59	4,311.00	97.6%
2024/03/000006	03/04/2024	API	187.84	VND	074480	PO	24000527	A T & T INC	monthly phone services 1/20-2/
2024/03/000389	03/11/2024	API	2,118.96	VND	005790	PO	24000345	OHIO DEPT OF TAXATIO	sales tax for fuel sales 2/1-2
2024/03/000894	03/18/2024	API	220.00	VND	001281	PO	24000328	PORTA KLEEN	3/1-3/28
2024/03/000894	03/18/2024	API	442.09	VND	003668	PO	24000338	LOCAL WASTE SERVICE	3/1-3/31
2024/03/001309	03/25/2024	API	275.00	VND	001671	PO	24000329	OHIO AVIATION ASSN	KOCHIS conference registration
2024/03/001312	03/25/2024	API	2,500.00	VND	005552	PO	24000342	HISTORICAL AIRCRAFT	snow plowing/mowing 4/2024
2024/03/001312	03/25/2024	API	8,333.33	VND	007099	PO	24000354	SUNDOWNER AVIATION L	FBO/Airport management service
2024/03/001313	03/25/2024	API	26.00	VND	016659	PO	24000385	SUNRUSH WATER	drinking water services 3/2024

80780000 541001 ELECTRIC/UTILITIES

80780000	543000	REPAIR AND MAINTEN	100,000	113,909	15,249.87	.00	16,132.98	82,526.35	27.6%
2024/03/000005	03/04/2024	API	57.14	VND	003823	PO	24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 1/11-2/15
2024/03/000005	03/04/2024	API	84.09	VND	003823	PO	24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 1/11-2/16
2024/03/000005	03/04/2024	API	183.95	VND	003823	PO	24000481	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 1/10-2/15
2024/03/000894	03/18/2024	API	104.13	VND	023650	PO	24000516	FAIRFIELD CO UTILITI	3383 COLUMBUS 1/31-2/29
2024/03/000894	03/18/2024	API	104.13	VND	023650	PO	24000516	FAIRFIELD CO UTILITI	3430 COLUMBUS 1/31-2/29
2024/03/000897	03/18/2024	API	46.92	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3383 COLUMBUS LANCASTER 2/7-3/
2024/03/000897	03/18/2024	API	59.31	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGER F 2/7
2024/03/000897	03/18/2024	API	67.14	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS 2/6-3/8
2024/03/000897	03/18/2024	API	152.58	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGER P 2/7
2024/03/000897	03/18/2024	API	158.99	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGER Q 2/7
2024/03/000897	03/18/2024	API	173.51	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGER O 2/7
2024/03/000897	03/18/2024	API	407.82	VND	001373	PO	24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS TERMINAL RUN
2024/03/000897	03/18/2024	API	123.25	VND	001373	PO	24000469	SOUTH CENTRAL POWER	MO PED ASDS PAST 3310 2/7-3/8
2024/03/000897	03/18/2024	API	228.07	VND	001373	PO	24000469	SOUTH CENTRAL POWER	TERMINAL 2 2/7-3/8

80780000 553000 COMMUNICATIONS/TEL

80780000	553000	COMMUNICATIONS/TEL	2,100	2,288	187.84	.00	.00	2,100.00	8.2%
2024/03/000896	03/18/2024	API	389.46	VND	017876	PO	24000513	GANNETT MEDIA CORP	advertising FOR 2/22/24

80780000 554000 ADVERTISING

80780000	554000	ADVERTISING	2,000	2,000	389.46	389.46	510.54	1,100.00	45.0%
2024/03/000896	03/18/2024	API	389.46	VND	017876	PO	24000513	GANNETT MEDIA CORP	advertising FOR 2/22/24

80780000 558000 TRAVEL REIMBURSEME

80780000	558000	TRAVEL REIMBURSEME	200	213	12.84	.00	150.00	50.00	76.5%
2024/03/000896	03/18/2024	API	200	VND	017876	PO	24000513	GANNETT MEDIA CORP	advertising FOR 2/22/24

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2024 03

JOURNAL DETAIL 2024 3 TO 2024 3

ACCOUNTS FOR : 7800 AIRPORT OPERATIONS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80780000 560000 MATERIALS & SUPPLI	25,000	25,000	947.81	.00	14,317.58	9,734.61	61.1%
80780000 561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000 562600 FUEL (GASOLINE/DIE	525,000	525,000	67,858.98	25,324.51	332,141.02	125,000.00	76.2%
2024/03/000005 03/04/2024 API			25,324.51 VND 005545 PO 24000560 PURVIS BROTHERS INC FUEL PURCHASES FOR AIRPORT				5395497
80780000 574000 EQUIPMENT, SOFTWAR	10,000	10,000	.00	.00	.00	10,000.00	.0%
80780000 574300 FURNITURE & FIXTUR	5,000	5,000	.00	.00	.00	5,000.00	.0%
80780000 590310 REFUNDS OF HANGAR	3,000	3,000	225.00	225.00	.00	2,775.00	7.5%
2024/03/000896 03/18/2024 API			225.00 VND 111111 PO				5396780
TOTAL AIRPORT OPERATIONS	877,800	896,826	146,302.60	41,993.22	501,926.35	248,596.96	72.3%
TOTAL AIRPORT OPERATIONS	877,800	896,826	146,302.60	41,993.22	501,926.35	248,596.96	72.3%
TOTAL EXPENSES	877,800	896,826	146,302.60	41,993.22	501,926.35	248,596.96	