

**Regular Meeting to order**

Glenn Burns called the Regular Meeting to order at 5:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Michael Kaper, Scott Richardson, Jon Kochis, John S. Smith, and Tom Brennan. Absent was Bill Fagan.

Also present were Staci Knisley, Al Moyer, Ben Cooley, Ian Coil, Steve Slater, and Ben Riggs.

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

None.

**Approval of the Minutes for the April 15, 2024, Meeting**

On motion of Jon Kochis and second of Scott Richardson, the Fairfield County Airport Authority Board voted to approve the minutes from the April 15, 2024, meeting.

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

Absent was Bill Fagan.

Motion passed.

**Historical Aircraft Squadron (HAS) update**

Mr. Kochis reported that the diesel fuel tank needs to be moved north of the HAS hangar on the pavement. He recommends a barrier be put there also. Hearing no comments, he will move forward.

**Fixed Base Operator (FBO)/Airport Management update with Sundowner Aviation – Monthly Board Report**

a. Monthly Report

Mr. Coil presented the FBO Monthly report; see attached to minutes. He made a correction to last month's totals in the report.

He reported that Precision Overhead Door has been called to service a few hangars. The fuel pumps have been repaired and they will call the County Auditor for the inspection.

He also reported that there are two (2) new tenants. The tenant in P7 is leaving at the end of the month. They talked about updating the hangar waiting list and separating it by type of hangar.

Mr. Brennan recommended that we modernize the hangar waiting list.

Mr. Smith reported that he received an email from the Board of Commissioners relating to updating his certificate of insurance.

Mr. Coil recommended that he send it to him, and he will forward it on.

Mr. Coil stated that since the water in the field is shut off, he has received many complaints. There used to be a wash station tenants used. Jon is working on it with the contractor to correct this.

**Standing Committee Updates:**

Board Member John Smith stated he would like to be on the Security Committee with Jon Kochis.

**Airport Improvement – Jon Kochis & Tom Brennan**

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

Mr. Cooley reviewed the engineer’s summary report; see attached to minutes.

Mr. Cooley reported that the master drainage report is completed. He asked Mr. Kochis to report on the next steps.

Mr. Kochis reported that the LOMA efforts with FEMA is outside the eligibility of grant funding. The expenses will be locally. That will be the next step to remove the floodway. He recommended we contract with CMT.

Mr. Cooley reported that he will send an estimate. He said the estimated costs could be higher than expected.

Mr. Kochis reported that he met with Columbia Gas and their contractor related to the relocation of the utility.

**Approval of the letter of agreement with AT & T/Ohio Bell Telephone Company to relocate their utility**

On motion of Jon Kochis and seconded by Michael Kaper, the Fairfield County Airport Authority Board voted to approve the letter of agreement with AT & T/Ohio Bell Telephone Company to relocate their utility; see attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, Richardson, Smith, and Brennan  
Absent was Bill Fagan.  
Motion passed.

Ms. Knisley will forward on the signed agreement.

**Fairfield County Airport Authority Board Meeting  
3430 Old Columbus Road, NW, Carroll, Ohio 43112  
Minutes for May 13, 2024**

Mr. Cooley reported that the electric utility relocation estimate was around \$250,000. That was too much and did not fit into what we were going to do. We are going to trench into it and try to lower the line. We anticipate this will be about half of the \$250,000 to get the work completed. The relocation of the utilities including this work are paid for by the ODOT grant with the local match of 5%.

Mr. Kochis reported that the electric line is a back-up for River Valley Highlands. It is a redundancy line. It is our cost to move it because we want it relocated.

Mr. Brennan asked whose responsibility it was if something went wrong with the utility relocation.

Mr. Kochis reported that they do not anticipate any problems and that this has been approved by South Central Power.

Mr. Cooley reported that the utilities did not get moved with the relocation of Election House Road and we knew this would have to be done someday.

**b. Storm Water System Repair**

Mr. Kochis reported that there is one small blowout left from the result of the pipeline work. It's only in an area where HAS goes. Mr. Moyer has staked the area for now. It will be taken care of at a later date.

Mr. Kochis reported that the area is getting better with drainage but will never be perfect. There might be an underground spring in the area.

**c. Obstruction Removal Project  
Nothing new to report.**

**d. Master Plan Hangar Build  
Nothing new to report.**

**e. Fencing and Water System**

Mr. Kochis reported that the water system is up, and the 2 tenants are on it, the fence posts are in, and top soil is being laid. Law General Construction, the general contractor, subcontracted the fence project out and the project is coming to an end.

**Community Relations – Michael Kaper**

Mr. Kaper reported that he received an email from Mr. Hooker who is interested in purchasing a experimental aircraft and requested information related to Ultra Light clubs.

Mr. Coil reported that Mr. Hooker came in today and he gave him the information he requested.

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

a. Hangar painting estimates

Mr. Kochis reported that the 2 estimates submitted were revised. Integrity Painting and Dawson Painting were within \$3,000 of each other. The board approved for Mr. Kochis or Mr. Fagan to proceed with the painting with a not to exceed of \$32,740.

Dr. Burns stated that Mr. Fagan liked the prior work completed by Integrity Painting.

Mr. Knisley will contact Mr. Fagan and let him know that he can contact Integrity Painting and can accept the quote/estimate in the amount of \$ 23,256 for the painting in the Hangar O Row.

Mr. Kochis stated that the Board needs to consider painting the HAS lot. It was beaten up during the construction of the water system project. The Airport would be responsible for payment. It is not eligible for grant funding. He recommends a 2–3-inch overlay in the HAS lot. He will proceed with getting quotes.

**Fixed Base Operator (FBO) Liaison – Scott Richardson**

Nothing new to report.

**Finance - Glenn Burns & Staci Knisley**

a. Financial Reports

The Board reviewed the following financial reports:

- Revenue/Expense Summary
- Cash Projection
- Purchase Order list
- Smart Card fuel report
- Utility cost report

b. **Approval of 2024 Application for Certificate of Coverage with the deductible amount of \$55,000 and annual fee amount of \$1,050 for the three (3) underground storage tanks and give Board Member Jon Kochis authority to sign**

On motion of Tom Brennan and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the 2024 Application for Certificate of Coverage with the deductible amount of \$55,000 and annual fee amount of \$1,050 for the three (3) underground storage tanks and give Board Member Jon Kochis authority to sign; see attached to minutes.

**Fairfield County Airport Authority Board Meeting  
3430 Old Columbus Road, NW, Carroll, Ohio 43112  
Minutes for May 13, 2024**

Voting aye thereon: Brennan, Kaper, Burns, Kochis, Richardson, Smith  
Absent was: Bill Fagan  
Motion passed.

**c. Payment of Bills**

**Motion to approve retroactively April payment of invoices totaling \$91,466.66**

On motion of Jon Kochis and second of Tom Brennan, the Fairfield County Airport Authority Board motioned to approve retroactively April invoices totaling \$91,466.66; see attached to minutes.

Voting aye thereon: Kochis, Brennan, Burns, Smith, Richardson, and Kaper  
Absent was Bill Fagan.  
Motion passed.

**Security & Safety – Jon Kochis & John Smith**

Mr. Smith stated that he will follow-up with Mr. Kochis related to the fence project.

Mr. Kochis reported that the county is moving forward with updating camera software to a cloud base system. Once that is completed, we can provide kiosk mode to the FBO.

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

The board reviewed the following reports:

- Rent Status Spreadsheet
- Hangar Waiting List
- Rent collection process review

Mr. Kochis met with the Prosecutor's Office. Our lease agreement and policy give the Board authority to charge late fees and evict if necessary.

Mr. Brennan stated that the older leases do not include the section.

Mr. Kochis stated that prior to the 2016 leases, it is not included.

Ms. Knisley will follow-up with the older leases that do not include the eviction section and attempt to get the tenants to update their leases by January of 2025.

**Web – Tom Brennan**

Mr. Brennan is researching how to attract traffic to our website.

**Old Business**

- Leases for new hangar project

**New Business**

- **Approval of FAA Co-Sponsor Agreement with Board of Commissioners**

On motion of Jon Kochis and seconded by Scott Richardson, the Fairfield County Airport Authority Board voted to approve the FAA Co-Sponsor Agreement with the Board of Commissioners; see attached to minutes.

Voting aye thereon: Kochis, Richardson, Burns, Kochis, Smith, and Kaper

Absent was: Bill Fagan

Motion passed.

Mr. Kochis reported that related to the new access road that is on the Airport Capital Improvement Plan (ACIP) for the Airport, he wanted to point out that only the Board of Commissioners can purchase property. If we need to purchase property, we may have a short-term agreement renting the airport so we can reimburse the Board of Commissioners out of operating funds. We have had lots of support for a new access road.

- SAS Aviation potential land-lease

Mr. Kochis has had many conversations with Steve Slater with SAS Aviation about potentially building his own hangar with a land-lease agreement.

Mr. Slater stated that he proposes to build a 70x80 hangar. He currently leases Hangar A from the Board which is subleased to a flight school. The flight school has grown and Mr. Slater needs more space.

Mr. Kochis reviewed the location of the proposed building. The area needs cleaning up and taking advantage of the costs and repaving the access road.

Mr. Kochis recommended he drafts an agreement and works with the Prosecutor's Office and Mr. Slater.

**Approval to authorize Board Member Jon Kochis to sign and approve the land lease agreement with SAS Aviation upon Prosecutor review and approval**

On motion of Michael Kaper and second of John Smith, the Fairfield County Airport Authority Board voted to approve to authorize Board Member Jon Kochis to sign and approve the land lease agreement with SAS Aviation upon Prosecutor review and approval; see attached to minutes.

Voting aye thereon: Kaper, Smith, Burns, Kochis, Brennan, and Richardson

Absent was: Bill Fagan

**Fairfield County Airport Authority Board Meeting  
3430 Old Columbus Road, NW, Carroll, Ohio 43112  
Minutes for May 13, 2024**

Motion passed.

**Informational**

None.

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

The Board reviewed the following calendar of dates:

- a. Petroleum Underground Tank – UST Certificate of Coverage – expires 6/30/24
- b. CMT Master agreement expires 9/9/2024
- c. Blue Lightning Initiative – report due annually within 30 days of 9/30/24
- d. HAS mowing and snow removal contract expires on 9/30/2024
- e. FBO Agreement expires 12/31/2024
- f. Noxious Vegetation Control, Inc. agreement – expires 12/31/24
- g. Noxious Weed Control Agreement with Douglas Majors – expires 12/31/24
- h. OTTER/UST renewal expires 6/30/25
- i. Insurance Agreement expires 12/31/2025
- j. Legal services agreement with County Prosecutor – expires 12/31/2025
- k. Hangar J Lease agreement expires 12/31/26
- l. EAA lease renewal with the Board of Commissioners – expiration date of 12/31/26
- m. Lease agreement with Board of Commissioners to operate facilities – 10/25/2027
- n. Hangar A Lease expires 4/30/2032 with an option to renew
- o. FAA lease for space expires 9/30/2032

**Adjournment**

On motion of Tom Brennan and second of Michael Kaper, the Fairfield County Airport Authority Board voted to adjourn at 6:00 p.m.

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**Next Regular Meeting is Monday, June 10, 2024, at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112**

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*Meeting minutes for May 13, 2024 meeting were approved on June 10, 2024.*

Aye  
Glenn Burns

Aye  
Bill Fagan

Absent  
Tom Brennan

Absent  
Jon Kochis

Aye  
Michael Kaper

Fairfield County Airport Authority Board Meeting  
3430 Old Columbus Road, NW, Carroll, Ohio 43112  
Minutes for May 13, 2024

*Absent*  
John S. Smith

*Aye*  
Scott Richardson

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



# Monthly Board Report 2024

ITEM	JAN 7/2/72	FEB 7/2/72	MAR 7/2/72	APR 7/1/72	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
T HANGAR OCCUPANCY												
R HANGAR OCCUPANCY	6/6	6/6	6/6	6/6								
NEW LEASES	0	0	0	2								
OVERNIGHT	0	0	0	0								
FUEL SALES 100LL	\$16,575.27 2838.12	\$33,939.04 5701.18	\$31,187.27 5139.21	\$39847.51 6604.97								
FUEL SALES JET A	\$ 21,228.68 3908.30	\$ 31,125.67 5855.50	\$ 25,307.15 \$ 4,812.50	\$ 13,551.64 2,581.10								
# OPERATIONS	2250	5650	4960	5400								
HANGAR ISSUES	0	0	0									
PUBLIC COMMENTS	0	0	0	0								
FAA INCIDENTS	0	0	0	0								

\$ 121,549.09  
20283

17157

\$ 91,213.14

door wires wear

**Fairfield County Airport Authority  
Board Meeting, May 13, 2024**

**Engineer's Summary Report**

1. FY 21 FAA AIP Grants  
**Master Plan** –FAA review should have been done, no comments yet. **Comments received 3/20 from FAA, CMT working to revise and update. Coordination meeting with FAA at OAA conference.**
2. FY 22 FAA AIP Grant - Grant closeout submitted.  
**Improve Airfield Drainage – Construction.** Rock River Construction correcting stockpile along south side of ditch near pipelines last week. CMT to review and approve, to close project punchlist.
3. FY 23 FAA AIP Grant - Master Drainage Report  
CMT to proceed with grant closeout. Next step is LOMA efforts to proceed north side development.
4. OH FY 22 State grant – Obstruction Removal (East).
  - a. East End - Phase 2 – On hold, check up every few months.
5. OH FY 23 State grant – West Obstruction Removal.
  - a. March 21, 2024 publication of the updated approach with night operations restored. **Working to closeout grant.**
6. OH FY 24 State grant – Runway 28 RSA Clearing
  - a. Removal of Election House Road and RSA grading. **Utility relocations are ongoing. Coordination with contractor to be ready when all lines are moved.**
7. FY 24 FAA AIP Grant – Runway 10/28 Crackseal
  - a. Design underway. Bidding/proposals process anticipated to start in one week. **Grant application submitted, revised documents based on FAA review. Pending grant agreement to proceed with work.**
8. FY 24 FAA AIP Grant – Apron and Taxilane Rehab/Hangar Development (County funded)
  - a. Bidding documents to be finalized and will be advertised March 12. **Project rebidding now, bids to open 5/15.**
9. OH FY 25 State grant
  - a. No grant application submitted
10. Action Items:
  - a. n/a



**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF FIXED COST**

May 2, 2024

CWO- 28600

Project Number: A02RV9V

Customer Name: FAIRFIELD COUNTY AIRPORT AUTHORITY  
 Billing Address: 210 EAST MAIN STREET LANCASTER OH 43130  
 Contact Name: JON KOCHIS  
 Contact email Address: Jon.kochis@fairfieldcountyohio.gov  
 Contact Phone Number: (740) 652-7961  
 Site Location: 3430 OLD COLUMBUS RD NW CARROLL OH 43112

AT&T has received a request from you to perform the following work:

BORE IN 2 NEW 2" CONDUIT 360' LONG AND 12' DEEP.  
 180' NORTH OF CENTER LINE OF RUNWAY AND 180' SOUTH OF CENTER LINE OF RUNWAY.  
 EXPOSE 10' OF EXISTING COPPER ON EACH END FOR NEWSPLICE. PULL NEW

<b><i>Estimated Fixed Cost Quote</i></b>	
<b>Expenses</b>	<b>Amount</b>
ENGINEERING LABOR	<b>\$ 10,531.76</b>
MATERIAL COST	<b>\$ 1,592.25</b>
CONSTRUCTION LABOR	<b>\$ 3,739.07</b>
CONTRACTOR COST	<b>\$ 8,633.44</b>
MISC. COST	<b>\$ 0.00</b>
	<b>Estimated Contract Price \$ 24,496.52</b>
	<b>Less Credits/Payments \$ 500.00</b>
	<b>Total Balance Due \$ 23,996.52</b>

Customer requests that Ohio Bell Telephone Company d/b/a AT&T (hereafter "AT&T") perform the above-described custom work on Customer's behalf. Customer agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with AT&T's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Customer agrees to make an advance payment of \$ 23,996.52 prior to commencement of work.

## CUSTOM WORK AGREEMENT

CWO-28600

Project Number: A02RV9V

AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$ 23,996.52 . Payment in full required before the special construction will begin.
3. **Price Quote.** The price is guaranteed for 60 days from May 2, 2024 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
6. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due To Field Conditions.** In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.
8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.
9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.
10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of both parties, its agents, servants, or employees.



11. **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

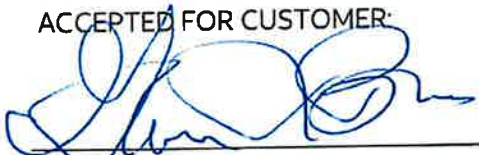
CWO- 28600

Project Number: A02RV9V

Date Quote Expires: 7/2/2024

AT&T Design Engineer: CHARLES JOHNSON CJ3237 CHRIS MORRIS CM6828

ACCEPTED FOR CUSTOMER:

  
Authorized Signature

Title: PRESIDENT  
Company: FEAA  
Printed Name: GLENN R. BURNS  
Date: 5/13/2024

AT&T CWO Manager Contact Information

David O'Boyle Digitally signed by David O'Boyle  
CWO Manager Date: 2024.05.02 13:47:29 -05'00'

Phone Number: (414) 553-6871  
Email Address: DW195B@ATT.COM  
Date: May 2, 2024

Please send check payable to AT&T CWO along with signed agreement   
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

**PETROLEUM UNDERGROUND STORAGE TANK RELEASE COMPENSATION BOARD**

P.O. Box 2280 Westerville, OH 43086-2280  
 Phone: 614-752-8963 FAX: 614-752-8397 www.petroboard.org

**HOLD** 2024 Application for Certificate of Coverage  
 Annual Fee Assessment Statement  
 July 1, 2024 - June 30, 2025

24000327

**Owner Nbr: 12708 FS Nbr: 417530**

USPS Certified Nbr: 9589071052700472797320

Stacie Knisley  
 Fairfield County Airport Authority  
 Fairfield County Commissioners Office  
 210 E. Main Street, Courthouse Rm 301  
 Lancaster, OH 43130

**PLEASE NOTE:**

**Fund Coverage on and after July 1, 2024, requires payment on or before July 1, 2024. Late payment fees up to \$1,000 per tank will be assessed for untimely payment.**

**I. Owner Information Instructions**

The following owner information is on record with the Petroleum UST Release Compensation Board and has been pre-printed for your review and correction. If this information is inaccurate, please cross out the incorrect information and make corrections in the margins.

UST Operators paying applicable fees must pay fees in the name of the UST Owner. Operators may not combine payments and facility information on the same form for USTs owned by different persons.

Address: Fairfield County Airport Authority  
 Fairfield County Commissioners Office  
 210 E. Main Street, Courthouse Rm 301  
 Lancaster, OH 43130

Contact Name: Stacie Knisley  
 Phone Number: 740-652-7093  
 Email Address:

7/1/24 -  
 6/30/2025

**II. 2024 Fee Calculation Instructions**

UST owners of six or fewer USTs may elect to obtain reduced deductible coverage by paying \$550 per tank. All USTs must be assured at the same deductible.

Please enter the total number of USTs for which you are submitting payment in Box "a". Indicate your deductible choice by placing an "X" in the appropriate box and entering the per-tank fee amount in Box "b". Please make your check or money order payable to "State of Ohio UST Fund" and return it with this Application. A pre-printed business reply envelope may be included for your use.

Per UST Fee and Deductible Selection (Select only one)  <input type="checkbox"/> \$11,000 deductible (Enter \$550 per UST Fee in box b.) <i>Reduced deductible (\$11,000) may only be selected if 6 or fewer USTs are owned.</i>  <input checked="" type="checkbox"/> \$55,000 deductible (Enter \$350 per UST Fee in box b.)	Total Number of USTs (Required)	a.	3
	Enter per UST Fee	b.	\$ 350
	Total 2024 Fees (a x b)	c.	\$ 1050

Make check or money order payable to "State of Ohio UST Fund"

**III. Certification of Compliance**

Before a Certificate of Coverage can be issued, you must certify you are in compliance with the State Fire Marshal's rules for the operation and maintenance of petroleum underground storage tank systems for each tank for which a Certificate of Coverage is being sought. Certifying this statement does not guarantee that eligibility to receive reimbursement will be granted in the event of a release from the subject UST system. Eligibility criteria are set forth in section 3737.92 of the Revised Code and rules 3737-1-07 and 3737-1-19 of the Administrative Code.

**By signing below, I certify the petroleum underground storage tank systems for which a Certificate of Coverage is being sought are in compliance with applicable rules adopted by the State Fire Marshal under section 3737.88 of the Ohio Revised Code.**

Name and Title (Type or Print)	Signature (Required)	Date
X Jon Kochis, FCAA Board Member	X <i>Jon Kochis</i>	5-15-24
Phone	I am (Check One) <input type="checkbox"/> UST Owner <input type="checkbox"/> UST Operator <input checked="" type="checkbox"/> Other <i>Board Member</i>	
740-438-5304		

( SEE REVERSE SIDE )



Under Ohio law, you are required to participate in the Financial Assurance Fund and to establish a financial responsibility mechanism for the deductible amount of your coverage with the Fund. The Board can only issue a Certificate of Coverage to a UST owner who has paid the fees, certified compliance with the State Fire Marshal's Bureau of UST Regulations' (BUSTR) rules and demonstrated financial responsibility for the deductible amount of coverage.

IV. Financial Responsibility Instructions

The financial responsibility mechanism you selected in 2023 is listed below and will be recorded as your 2024 mechanism unless you indicate a change in Section V below. If your financial responsibility mechanism is "Financial Test of Self-Insurance" for 2024, you must complete the Financial Responsibility Affidavit at the bottom of this page.

2023 Financial Responsibility mechanism:  
10 State or Political Subdivision Fund

V. Financial Responsibility Mechanism Selection Instructions

If your financial responsibility mechanism has changed for the 2024 year, please select the appropriate financial responsibility mechanism by placing an "X" in the box below. Submission of documents supporting your financial responsibility mechanism is not necessary. However, upon request by the Director of the Financial Assurance Fund, you must fully document the existence of the financial responsibility mechanism(s) you possess. Should any financial responsibility mechanism for which you are responsible lapse in coverage for any reason before July 1, 2025 you shall notify the Director of the Financial Assurance Fund of the reason for lapse of coverage and, if required, provide alternate coverage prior to the lapse of coverage. All owners and/or operators selecting "Financial Test of Self-Insurance" as their 2024 mechanism must complete the Financial Responsibility Affidavit below and have it notarized.

- 1 Financial Test of Self-Insurance (Please complete the Financial Responsibility Affidavit)
2 Guarantee/Standby Trust
3 Insurance/Risk Retention Group Coverage
4 Surety Bond/Standby Trust
5 Letter of Credit/Standby Trust
6 Trust Fund
7 State or Political Subdivision Bond Rating
8 Political Subdivision Guarantee
9 State or Political Subdivision Financial Test
10 State or Political Subdivision Fund (checked)

FINANCIAL RESPONSIBILITY AFFIDAVIT

STATE OF Ohio
COUNTY OF Fairfield :ss

I, Jon Kochis, [name of tank owner/operator] do solemnly swear to the following: I, as the owner and/or operator of underground storage tank(s) in the state of Ohio, am applying for a Certificate of Coverage with the Ohio Financial Assurance Fund for the period July 1, 2024 to June 30, 2025, and I have met the financial responsibility requirements of Ohio Revised Code Chapter 3737, and the rules adopted thereunder by the Financial Test of Self-Insurance.

/s/ [Signature]
Signature of UST Owner/Operator, Affiant
Sworn and subscribed to in my presence on the

15th day of May, year of 2024

[Signature]
Notary Public
My commission expires 8/29/27

SEAL

# LISTING OF EXISTING FACILITIES FACILITY INFORMATION INSTRUCTIONS

**2024**

***ALL FACILITY PAGES MUST BE RETURNED WITH YOUR APPLICATION***

The facilities listed below are the facilities that you as a tank owner reported to the Petroleum UST Release Compensation Board for the 2023 year (July 1, 2023 - June 30, 2024). If there are any changes in the information presented, please make corrections on this sheet. **You must fill in the number of tanks being paid for in the 2024 year in the space provided on this form.** If your USTs were sold, removed, or installed during the 2023 year and you have not previously notified this office, please complete and submit the appropriate Transfer of Ownership, Tank Installation, Tank Replacement and/or Tank Removal Notification Form(s) available on the Board's website at [www.petroboard.org/forms.htm](http://www.petroboard.org/forms.htm).

Owner #	Facility #	BUSTR ID #	Facility County	Number of Tanks	
				2023	2024
12708	12708-0001	23010048	Fairfield	3	
Facility Name			Facility Address		
Fairfield County Airport			3430 Old Columbus Road NW		
Facility Phone		Facility City		Facility Zip	
614 654 7001		Carroll		43112	
Operator Name / Number			Operator Address		
Same as Facility					
Operator Phone		Operator City		Operator Zip	

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# FAIRFIELD COUNTY



## YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

JOURNAL DETAIL 2024 4 TO 2024 4

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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### 80780000 AIRPORT OPERATIONS

80780000 530000	CONTRACTUAL SERVIC	175,000	177,915	69,112.71	13,608.35	106,780.32	2,021.92	98.9%
2024/04/000313	04/08/2024 API	187.84	VND 074480	PO 24000527	A T & T INC	monthly phone services	2/20-3	5398334
2024/04/000314	04/08/2024 API	20.00	VND 016659	PO 24000385	SUNRUSH WATER	SUPPLIES FOR WATER SERVICE	3/1	5398317
2024/04/000314	04/08/2024 API	39.00	VND 016659	PO 24000385	SUNRUSH WATER	drinking water services	3/2024	5398317
2024/04/000839	04/15/2024 API	220.00	VND 001281	PO 24000328	PORTA KLEEN	rental for portable toilet	3/2	5398672
2024/04/000839	04/15/2024 API	1,856.14	VND 005790	PO 24000345	OHIO DEPT OF TAXATIO	sales tax for fuel sales	3/1-3	5398726
2024/04/000841	04/15/2024 API	442.09	VND 003668	PO 24000338	LOCAL WASTE SERVICE	trash disposal for airport	4/2	5398702
2024/04/001283	04/22/2024 API	9.95	VND 016659	PO 24000385	SUNRUSH WATER	drinking water services	4/1-4/	5399312
2024/04/001690	04/29/2024 API	8,333.33	VND 007099	PO 24000354	SUNDOWNER AVIATION L	FBO/Airport management service		5399734
2024/04/001690	04/29/2024 API	2,500.00	VND 005552	PO 24000342	HISTORICAL AIRCRAFT	snow plowing/mowing	5/2024	5399726

### 80780000 541001 ELECTRIC/UTILITIES

2024/04/000006	04/01/2024 API	114.07	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD	2/16-3/12	5397764
2024/04/000006	04/01/2024 API	65.91	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD	2/16-3/12	5397765
2024/04/000006	04/01/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD	2/16-3/12	5397766
2024/04/000839	04/15/2024 API	104.13	VND 023650	PO 24000516	FAIRFIELD CO UTILITI	3383 OLD COLUMBUS RD	2/29-3/29	5398800
2024/04/000839	04/15/2024 API	104.13	VND 023650	PO 24000516	FAIRFIELD CO UTILITI	3430 OLD COLUMBUS RD	2/29-3/29	5398801
2024/04/001283	04/22/2024 API	126.39	VND 001373	PO 24000469	SOUTH CENTRAL POWER	MOPED ASOS PAST	3/8-4/8	5399218
2024/04/001283	04/22/2024 API	208.66	VND 001373	PO 24000469	SOUTH CENTRAL POWER	AIRPORT TERMINAL	2 3/8-4/8	5399219
2024/04/001283	04/22/2024 API	47.19	VND 001373	PO 24000469	SOUTH CENTRAL POWER	3383 COLUMBUS LANCASTER	RD 3/8	5399220
2024/04/001283	04/22/2024 API	69.88	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR F	3/8-4/8	5399221
2024/04/001283	04/22/2024 API	86.26	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR G	3/8-4/8	5399222
2024/04/001283	04/22/2024 API	112.79	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR P	3/8-4/8	5399223
2024/04/001283	04/22/2024 API	112.92	VND 001373	PO 24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGAR	O 3/8	5399224
2024/04/001283	04/22/2024 API	160.29	VND 001373	PO 24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS HANGAR	O 3/8	5399225
2024/04/001283	04/22/2024 API	365.70	VND 001373	PO 24000469	SOUTH CENTRAL POWER	3430 OLD COLUMBUS RD	TERMINAL	5399226
2024/04/001690	04/29/2024 API	91.27	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD	3/12-4/5	5399694
2024/04/001690	04/29/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD	3/12-4/5	5399695
2024/04/001690	04/29/2024 API	60.86	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD	3/12-4/5	5399696

### 80780000 543000 REPAIR AND MAINTEN

2024/04/001283	04/22/2024 API	3,070.00	VND 003846	PO 24002779	TRETON INC	utility relocation		5399251
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### 80780000 553000 COMMUNICATIONS/TEL

2024/04/001283	04/22/2024 API	2,100		2,288	187.84	.00	2,100.00	8.2%
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### 80780000 554000 ADVERTISING

2024/04/001278	04/22/2024 API	380.14	VND 017876	PO 24000513	GANNETT MEDIA CORP	Request for bids - airport		5399326
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YEAR-TO-DATE BUDGET REPORT

FOR 2024 04

JOURNAL DETAIL 2024 4 TO 2024 4

ACCOUNTS FOR: 7800 AIRPORT OPERATIONS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80780000 558000 TRAVEL REIMBURSEME	200	213	12.84	.00	150.00	50.00	76.5%
80780000 560000 MATERIALS & SUPPLI	25,000	25,000	915.10	-32.71	14,350.29	9,734.61	61.1%
2024/04/000478 04/08/2024 APM	-32.71 VND	015530 PO 22000484 WASHINGTON AUTO PART PARTS FOR PLOW TRUCKS				2022	
80780000 561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000 562600 FUEL (GASOLINE/DIE	525,000	525,000	140,355.13	72,496.15	259,644.87	125,000.00	76.2%
2024/04/000006 04/01/2024 API	27,854.63 VND	005545 PO 24000560 PURVIS BROTHERS INC FUEL PURCHASES FOR AIRPORT 3/1				5397793	
2024/04/000313 04/08/2024 API	44,641.52 VND	005545 PO 24000560 PURVIS BROTHERS INC FUEL PURCHASES FOR AIRPORT 3/2				5398244	
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	.00	.00	2,775.00	7.5%
TOTAL AIRPORT OPERATIONS	877,800	896,826	237,769.26	91,466.66	414,118.77	244,937.88	72.7%
TOTAL AIRPORT OPERATIONS	877,800	896,826	237,769.26	91,466.66	414,118.77	244,937.88	72.7%
TOTAL EXPENSES	877,800	896,826	237,769.26	91,466.66	414,118.77	244,937.88	

2024-05.21.b

**A resolution approving the Co-sponsorship agreement between the Fairfield County Board of Commissioners and the Fairfield County Airport Authority Board**

**WHEREAS**, the Federal Aviation Administration (FAA) recommended a co-sponsorship agreement between the Board of Commissioners and the Airport Board be approved for future FAA grants; and

**WHEREAS**, the Airport Board signed and approved on May 13, 2024; and

**WHEREAS**, the Prosecutor's Office reviewed the agreement.

---

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

---

**Section 1.** That the Fairfield County Board of Commissioners approves the Co-sponsorship agreement with the Fairfield County Airport Authority Board.

## ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: No monetary value in agreement (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): No monetary value in agreement
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ifr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement
  5.  Agreement is with the Federal Aviation Administration (FAA)

Signed this 15th day of May, 2024.



Airport Clerk

Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

Prosecutor's Approval Page

**Resolution No.**

**A resolution approving the Co-sponsorship agreement between the Fairfield County Board of Commissioners and the Fairfield County Airport Authority Board**

(Fairfield County Commissioners)

Approved as to form on 5/15/2024 4:17:17 PM by Amy Brown-Thompson,

A handwritten signature in black ink that reads "Amy Brown-Thompson". The signature is written in a cursive style.

Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio



**Co-sponsorship agreement between the Fairfield County Board of County Commissioners and the Fairfield County Airport Authority Board**

THIS AGREEMENT made on the 21<sup>st</sup> of May 2024 by and among the Fairfield County Board of Commissioners, and the Fairfield County Airport Authority Board.

WHEREAS, the Commissioners was created pursuant to ((Enabling Legislation)), see Exhibit "A" (Sponsor may attach applicable section from enabling legislation identifying the sponsor's authority to own/operate the airport) and is considered a "sponsor" under 49 U.S.C. § 47102(26); and

WHEREAS, the Authority was created pursuant to (see above provision for suggested language); and

WHEREAS, all of the real property comprising the Airport is owned in fee simple by the Commissioners; and

WHEREAS, the Commissioners and the Authority has the power pursuant to law to acquire, construct, equip, maintain, operate, own, and improve the Airport; and

WHEREAS, the Commissioners and the Authority desire to set forth their respective responsibilities and obligations under the FAA grants, including Airport Improvement Program (AIP) Grants and Bipartisan Infrastructure Law (BIL) Grants, for the operation of the Airport.

**NOW, THEREFORE, THE COMMISSIONERS AND THE AIRPORT AUTHORITY AGREE AS FOLLOWS:**

1. The parties hereto agree that they will act as Co-Sponsors of the Airport and hereby agree and acknowledge that they are obligated to comply with all rules and regulations of the FAA, including grant assurances and any other rules promulgated by the FAA.
2. The parties agree that they will not take or permit any action which would affect or restrict any of the rights and powers necessary to perform any and all other terms, conditions and assurances in any FAA grant agreement and will act promptly to acquire, extinguish, or modify any outstanding rights which would interfere with such full and complete performance by the parties.
3. The parties agree and acknowledge that, subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, they will not sell, lease, encumber, or otherwise transfer title or dispose of any part of its title or other interest in the Airport without the prior written consent of the FAA.
4. The parties recognize to the extent necessary that the real estate described hereto will be subject to the terms and conditions in all grant agreements, including grant assurances, executed by the parties.
5. The parties agree that the Commissioners and the Authority will have full and complete responsibility for the day-to-day operations of the Airport and further be charged with the responsibility of ensuring that all regulations imposed by the FAA are fully met.

6. The parties agree that Grant Assurance 30, Civil Rights, extends to all of the programs and activities under the airport program and not just those receiving funding in a particular grant. Responsibility for complying with Grant Assurance 30 cannot wholly be reassigned to one sponsor or the other through a Co-Sponsorship Agreement.

7. The parties agree that the Commissioners will accept the grant agreement.

8. The parties agree that Commissioners will request, accept receipt of and disburse grant payments.

9. The parties agree that on or before December 31 of each year, the Airport Authority will provide full and accurate historical financial information for its operations for the twelve-month period preceding September, 30<sup>th</sup>.

10. The parties agree that Airport Authority will provide reports in compliance with the requirements of 2 CFR Part 200 and the grant agreement, including submission of (a) a signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs); (b) an SF-425 (Federal Financial Report); and (c) for non-construction projects, FAA Form 5100-140 (Performance Report) or for construction projects FAA Form 5370-1 (Construction Progress and Inspection Report).

11. The parties agree for the benefit of the FAA's acceptance of the parties as Co-Sponsors that the duties and responsibilities as Co-Sponsors of the Airport include the transfer of the Airport assets from the County Commissioners and for the Airport Authority to assume the management and operation of the Airport if the Airport Authority is dissolved or the Airport Authority does not or is unable to execute its duties and responsibilities as owner of the Airport assets or Co-Sponsor of the Airport as determined by the County Commissioners. The parties further agree to contact the appropriate FAA Regional Airport Division or FAA Airport District Office for technical assistance at least 180 days in advance or as early in the process as practicable prior to terminating this Agreement.

12. The parties acknowledge that all revenues generated by the Airport property will be expended by each party for the capital or operating costs of the Airport.

13. The parties further agree that from time to time the parties will provide regular reports, and other reports as necessary, to the respective bodies about the operation of the Airport.

14. At all times the parties hereto agree to comply with all conditions of the grant assurances and take whatever action is necessary to ensure full and complete compliance with said grant assurances and any other regulations of the FAA that are applicable or pertinent to the requirements imposed as a condition of the receipt of the grant.

15. This Agreement extends to any and all other grants from the FAA currently existing or awarded in the future unless the parties terminate the agreement and notify the FAA of the termination in writing.

16. Except with respect to the FAA, no provision in this Agreement shall be construed to create any third-party beneficiaries hereunder.

17. Each party agrees that it shall cooperate with the other party and execute and deliver all such other instruments and take all such other actions as may be reasonably requested by the other party from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

18. This Agreement shall be effective upon its execution by the parties and shall remain in effect until the latter of (i) twenty (20) years from its effective date or (ii) twenty (20) years from the issuance date of the most recent AIP grant supporting the Airport.

19. This Agreement embodies the entire agreement and understanding of the parties hereto in respect to the need to benefit the Airport. This Agreement supersedes all prior agreements and understanding between the parties with respect to such subject matter.

20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


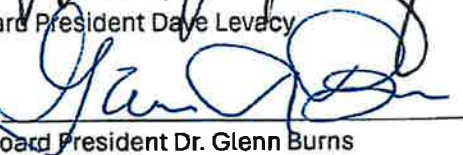
21. This Agreement shall not be amended or modified except by agreement in writing executed by the parties. If the agreement is amended or modified, the parties agree to inform the FAA of the changes.

22. In the event any term or provision of this Agreement for any reason is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same has been held to be invalid, illegal or unenforceable, had never been contained herein.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers the day and year above written.

The Fairfield County Board of Commissioners

The Fairfield County Airport Authority approved  
on May 13, 2024.

By:   
Board President Dave Levacy  
By:   
Board President Dr. Glenn Burns

**Resolution No. 2024-05.21.b**

**A Resolution Approving the Co-Sponsorship Agreement between the Fairfield County Board of Commissioners and the Fairfield County Airport Authority Board**

(Fairfield County Commissioners)

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

Voting:

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

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

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



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio

## **LAND LEASE AGREEMENT**

**This Lease Agreement, made and entered into at Carroll, Ohio by and between the Fairfield County Airport Authority, 3430 Old Columbus Road, Carroll, Ohio 43112, hereinafter referred to as “Lessor” and**

**hereinafter referred to as “Lessee,” WITNESSETH:**

### **I. LEASED PREMISES**

a. That in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor a tract of land (“the leased premises”) located at the Fairfield County Airport, 3430 Old Columbus Road, Carroll, Ohio 43112, the configuration and description of which are attached hereto and marked “Exhibit A.” The area calculated for the purposes of this lease are 8750 square feet.

### **II. TERM**

a. Notwithstanding the date of this Agreement, the term of this Lease shall be for 25 years commencing on July 1, 2024 and ending on June 30, 2049. In the event Lessee holds over after the termination of this Lease, or any extensions thereof, then such tenancy shall be from month to month at the monthly rental amount as provided in Paragraph III herein.

### **III. RENT AND SECURITY DEPOSIT**

a. Lessee shall pay Lessor rent as for the Leased Premises the sum of \$218.75 per month, calculated on the basis of \$0.37 per square foot of the leased premises per year, through December 31, 2024. Thereafter, effective January 1 of each succeeding year, the rent shall be increased by 3% per year, so long as this Lease is in effect.

b. Rent shall be due and payable on the first day of each month and if not paid within fifteen days of the due date, Lessee shall pay a late charge of ten percent (10%) of the monthly rental amount. If Lessee becomes delinquent in the payment of the rent for more than ten (10) days, or violates any of the terms of the Agreement, the same shall be deemed a breach of this agreement and Lessor, at its option, may terminate this Agreement and upon notice to Lessee, Lessee shall immediately remove the aircraft and all other items located in the leased premises and vacate the premises.

#### **IV. USE OF PREMISES**

- a. The Leased Premises shall be used for the operation of the existing hangar to be used for an aviation-related business. Changes to the existing hangar or grounds will be subject to the written approval by the Lessor and subject to the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as adopted by the Fairfield County Airport Authority on December 8, 2014 and any Amendments hereinafter made. A copy of said standards is available for inspection in the office of the fixed base operator and the Airport website and is deemed to be appended hereto and incorporated herein.
- b. Quiet enjoyment - Lessor covenants, warrants and agrees that the Lessee shall be entitled peacefully to enjoy, to occupy and possess the leased premises throughout the lease term without interference, hindrance, or molestation. It is clearly understood by the lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft (including, but not limited to, maintenance and repair) that it may choose to perform.
- c. All use will adhere to the Fairfield County Airport Security Manual. The manual is available for inspection in the office of the fixed base operator or the Fairfield County airport website.

## V. IMPROVEMENTS

a. All major building and other improvements, to include Structural, Plumbing, HVAC, Electrical, and Exterior(including color and material made to the Leased Premises), shall be built in strict accordance with design plans and specifications, including floor plans and elevations showing the dimensions, appearance, interior characteristics. Said plans and specifications shall be filed with the Lessor at least sixty (60) days before construction is scheduled to commence. Lessor's approval or disapproval of Lessee's plans shall be provided to Lessee within thirty (30) after submission of the plans to Lessor by Lessee. Any disapproval shall be in writing and state specifically the reasons for the disapproval. Lessee shall have the right to re-submit plans to lessor after any disapproval by Lessor. In the event of any disapproval by Lessor, both Lessor and Lessee shall have the right to terminate this Lease by providing written notice of termination to the other party within sixty (60) days of the date of Lessor's disapproval, in which case neither party shall have any further obligations to the other, provided, however, Lessee shall be entitled to a pro rata refund of prepaid annual rent paid to Lessor.

b. No aircraft shall be parked, stored or maintained on or in the Leased Premises that exceeds the design specifications of the runway, taxiway, apron or hanger.

c. All proposed improvements located on the Leased Premises must be approved by the Greenfield Township Zoning Authority, the State of Ohio, the Fairfield County Special Flood Damage Prevention Regulations Variance Board, the F.A.A. and any and all other controlling or regulatory agencies or authorities with jurisdiction over the Leased Premises. No occupancy of said improvements shall be permitted until a Certificate of Occupancy is issued by the appropriate authority.

## **VI. REPAIR AND MAINTENANCE**

a. At its sole expense, the Lessee shall keep the Leased Premises and all improvements therein in good repair and in a safe, sanitary, orderly and usable condition, which shall include paved and unpaved areas. The Leased Premises shall at all times be maintained in accordance with any applicable Building Codes, Zoning Regulations and the Minimum Standards for Aeronautical Activities at the Fairfield County Airport as well as all other applicable federal, state or local statutes, ordinances, rules and regulation applicable to the Leased Premises.

b. During the entire term of this Lease, Lessee shall keep the Leased Premises in good order and working condition and will promptly do all necessary and appropriate maintenance and repair work at its sole expenses. If Lessee fails to maintain the Leased Premises, Lessor may perform such maintenance and invoice Lessee for all costs incurred. Prior to commencing work, Lessor will provide Lessee with thirty (30) days written notice and right to cure.

## **VII. CARE AND STORAGE OF PETROLEUM PRODUCTS**

### **AND OTHER MATERIALS**

Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it at the Fairfield County Airport in accordance with all applicable federal, state, local and Airport statutes, regulations, rules, ordinances and Items of this Lease. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate any property at the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee



shall notify in writing the Lessor and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so, the Lessor may take any reasonable and appropriate action in the Lessee's stead. The cost of such remedial action by the Lessor shall be paid by the Lessee.

a. Hazardous Substances. The term "Hazardous Substances," as used in this section, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or subsequently enacted or promulgated by any governmental authority.

b. Environmental Prohibitions. Lessee shall not cause or permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the leased premises, or arising from Lessee's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions

c. Environmental Compliance.

(1) Lessee shall, at Lessee's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances relating to the leased premises (the "Laws").

(2) Lessee shall, at Lessee's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(3) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the leased premises, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessee shall, at Lessee's expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all work required by the clean-up plans.

(4) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by landlord. If Lessee fails to fulfill any duty imposed under this Section, within a reasonable time, landlord may do so; and in that case, Lessee shall cooperate with Landlord in order to prepare all documents landlord deems necessary or appropriate to determine the applicability of the Laws to the leased premises and Lessee's use of the premises, and for compliance with all applicable laws, and Lessee shall execute all documents promptly upon landlord's request. No action by the Lessor and no attempt made by the Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this Section

d. Lessee's obligations and liabilities under this Section shall survive the expiration or termination of this lease.

e. Environmental Indemnity. Lessee shall indemnify, defend, and hold harmless the Lessor and its officers, directors and shareholders from all fines, suits, procedures, claims, and actions of every kind and all costs (including attorneys and consultants fees), arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term at or from the leased premises, or which arises at any time, from Lessee's use or occupancy of the leased premises, or from Lessee's failure to provide all information, make all

submissions, and take all actions required by all Authorities under the Laws and all other environmental laws. Lessee's obligations and liabilities under this Section shall survive the expiration or termination of this Lease.

f. The Lessee in accordance with the Airport Authority Storm Water Protection Plan must carry the appropriate insurance.

#### **VIII. SNOW REMOVAL**

Lessor will plow snow from the taxiways and within ten (10) feet of the hangar or other improvement constructed on the Leased Premises. Lessee shall be responsible for all other snow removed from the Leased Premises.

#### **IX. SUBLETTING**

Lessee shall not at any time assign, sell, convey, or sublet main hanger, without the prior written consent of the Lessor which may be withheld at Lessor's sole discretion. Any consent shall provide that:

- a. Lessee shall notify Lessor in writing of the name and address of the proposed Sublessee or tenant.
- b. Any agreement between Lessee and such assignee or sublessee shall require full compliance by such party with the obligations on the part of Lessee to be performed under this lease agreement.

Regardless of whether or not Lessee is permitted to sublease the Leased Premises, Lessee shall continue to be fully responsible for all terms and conditions of this Lease during the term of this Lease.

## X. INSURANCE AND INDEMNIFICATION REQUIREMENTS

a. The Lessee shall assume all risks incident to, or in connection with, its operation under this Lease; shall be solely responsible for all accidents or injuries to persons or property caused by its operations upon or arising out of the Lessor's facilities and the Leased Premises; and shall indemnify, defend, and hold harmless the Fairfield County Commissioners, the Lessor and its employees, authorized agents, and representatives, from any and all claims, suits, losses or damages for injuries to persons or property, of whatsoever kind or nature including but not limited to all attorneys fees incurred by Lessor arising directly or indirectly out of Lessee's operations or resulting from any act or omission of the Lessee, its guests, agents, employees, or customers or resulting from any act of customers. The Lessor shall give timely written notice to the Lessee of any claim against the Lessor if the Lessor considers such claim to be the liability of the Lessee. Failure to give such notice shall not act to waive the Lessee's liability hereunder. The Lessee shall have the right to investigate, defend or compromise such claim to the extent of its interest.

b. The Lessee at all times during the period of this contract, shall keep its aircraft, operations, and equipment for which it is legally responsible, fully insured to cover liability, property damage and bodily injury. Failure to obtain such insurance shall not operate to waive Lessee's liability hereunder. Lessee shall obtain and maintain aviation and property damage liability insurance and shall provide the Lessor a valid Certificate of Insurance immediately upon acceptance of agreement. Required limits are no less than:

Aircraft Liability: \$1,000,000  
Property Damage: \$1,000,000  
Bodily Injury Liability: \$1,000,000

c. The Certificate of Insurance shall show the Fairfield County Airport Authority, its agents and the Fairfield County Commissioners as additional insureds and loss payees and shall provide the Lessor a thirty (30) day advance notice of any cancellation or changes in Lessee's coverage or limits.

d. Lessee will indemnify, hold harmless, and waive subrogating Insurance requirements, against any loss, liability or damages and from all actions or causes of action for injuries to persons or property arising from or growing out of the use and occupancy of the Leased Premises, or Airport Properties, due to any negligence, act or omission to act of Lessee.

#### **XI. TERMINATION OF LEASE**

a. Upon termination of this Lease at any time and for any reason all buildings and other improvements permanently constructed on the Leased Premises, together with all fixtures, shall revert to and become the property of the Lessor without reimbursement to Lessee. Notwithstanding the foregoing, however, any and all liabilities owed by Lessee by or in connection with the construction of buildings, improvements to the Leased Premises, operation of the Leased Premises, or for any other reasons shall remain solely and exclusively with Lessee and shall at no time be transferred to the Lessor.

#### **XII. OPTION TO RENEW**

a. Lessee shall have the right to extend this lease for a further term of five (5) years, provided that Lessee shall not have defaulted in performing this agreement in any manner. The option to extend shall be exercised as follows:

b. Not less than thirty (30) days nor more than sixty (60) days before the termination of the initial term of this Lease, Lessee shall notify Lessor in writing of Lessee's election to lease

the Leased Premises for an additional term of five (5) years. Failure to provide timely notice as set forth above shall terminate said right to extend.

### **XIII. NOTICE**

a. All notices and request required or authorized under this agreement shall be in writing and sent by certified mail, return receipt requested, to the address for that party as stated in the beginning of this agreement. The date on which any such notice is mailed shall be deemed the date of notice. Should either party change addresses, that party shall notify the other party within thirty (30) days after the change.

### **XIV. PARAGRAPH HEADINGS**

a. The headings to the paragraphs to this agreement are solely for convenience and may have no substantive effect on the agreement nor are they intended to aid in the interpretation of the agreement.

### **XV. GOVERNING LAW**

a. This agreement is a contract executed under and to be construed under the laws of the State of Ohio. Any and all litigation brought by or in connection with this Lease or the Leased Premises shall be brought only in the Common Pleas or Municipal Courts of Fairfield County, Ohio and in no other state or federal court.

### **XVI. WAIVER**

a. Either party's failure to enforce any provision of this agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

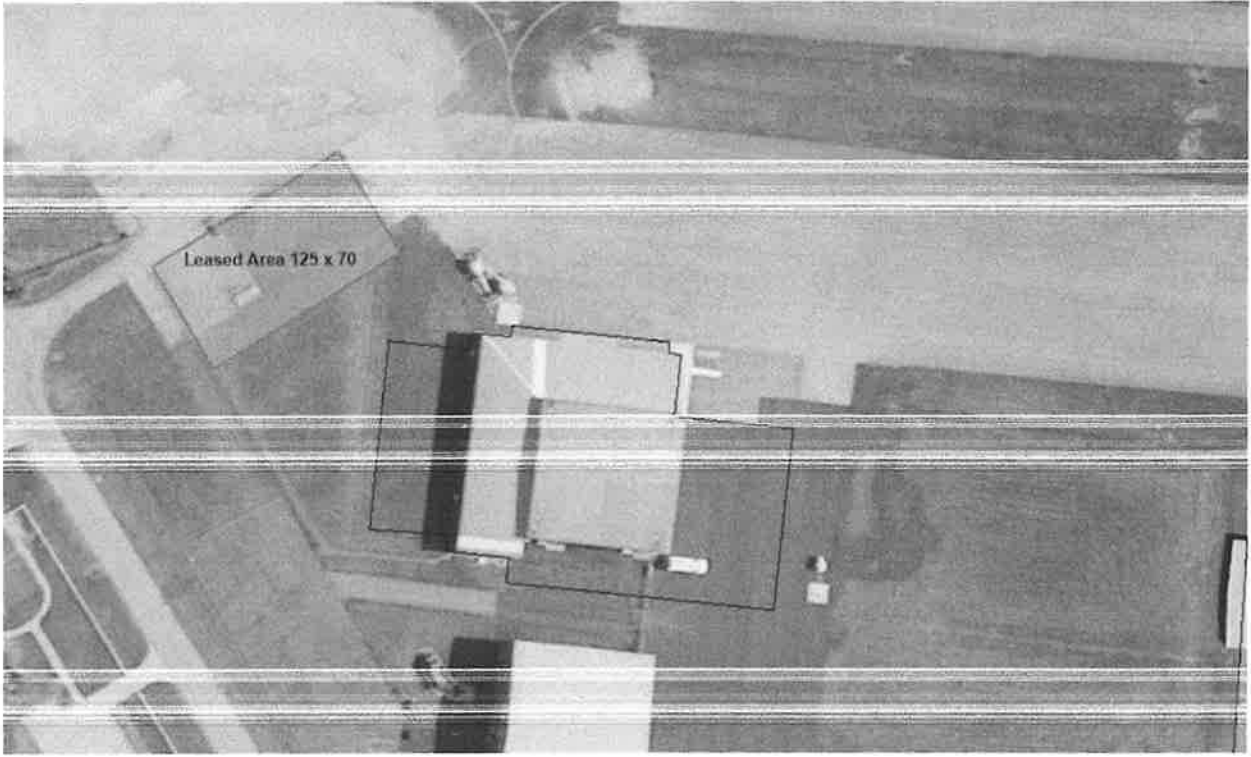
### **XVII. SEVERABILITY**

a. The invalidity of any portion of the agreement shall not affect the validity of the remaining portions thereof.

### **XIII. ENTIRE AGREEMENT**

a. This agreement constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties.

## Exhibit A





Each party to this Agreement has caused it to be executed on the date indicated below.

7-13-2024  
Date

Steven A Slator SAS Aviation LLC  
Slator, Lessee

7-19-2024  
Date

**Fairfield County Airport Authority**  
Jon Kochis  
Its authorized Agent, Lessor

STATE OF OHIO  
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Fairfield County Airport Authority, by Jon Kochis, its Boardmember, Lessor, who acknowledged that he did sign the foregoing Lease and that the same is the free act and deed of said Authority and the free act and deed of him personally and as such officer.

Fairfield In Testimony Whereof, I have hereunto set my hand and affixed by official seal at \_\_\_\_\_, Ohio, this 19<sup>th</sup> day of July, 2024.



**STACI A. KNISLEY**  
Notary Public, State of Ohio  
My Commission Expires 8/21/27

Notary Public, State of Ohio  
My Commission Expires:

STATE OF OHIO  
FAIRFIELD COUNTY, SS:

Before me, a Notary Public, in and for said State, personally appeared the above-named Steven A Slator and SAS Aviation LLC, Lessee(s), who acknowledged that he/she/they did sign the foregoing Lease and that the same is his/her/their free act and deed.

Lancaster In Testimony Whereof, I have hereunto set my hand and affixed by official seal at \_\_\_\_\_, Ohio this 13 day of July, 2024.



**Rhonda L. Glenn, Notary Public**  
In and For The State of Ohio  
My Commission Expires  
November 04, 2027  
Commission # - 2017-RE-682348

Notary Public, State of Ohio  
My Commission Expires: 11.04.2027

STATE OF OHIO  
FAIRFIELD COUNTY, SS:

STEVEN A SLATOR Before me, a Notary Public, in and for said State, personally appeared the above-named STEVEN A SLATOR, by SAS AVIATION, its OWNER Lessee, who acknowledged that he/she did sign the foregoing Lease and that the same is the free act and deed of STEVEN A SLATOR and the free act and deed of him/her personally and as such officer.

Lancaster In Testimony Whereof, I have hereunto set my hand and affixed by official seal at \_\_\_\_\_, Ohio this 13 day of July, 2024.