City of Elkhart
Elkhart Municipal Airport

**BOARD OF AVIATION COMMISSIONERS**
**Wednesday, May 27, 2026**
**Elkhart Municipal Airport, First Floor**
**Administration Building**
**1211 CR 6 West**
**Elkhart, IN 46514**

**Meeting AMENDED AGENDA**


Rod Roberson
*Mayor*

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.361.2123

Administration Office:
574.264.5217


BOAC Members

Appointed by Mayor Rod Roberson:

Doug Thorne, President, Term 01.01.26 to 12.31.29

Bruce Shreiner, V.P,Term 07.24.25 to 12.31.27

Tom Shoff, Treasurer, Term 07.14.25 to 12.31.28

Eric Ivory, Secretary, Term 03.25.26 to 12.31.26

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. Approval of Minutes: April 29, 2026
4. Approval of Claims:
5. Airport Manager's Report:
6. New Business:
   a. T-Hangar 26 new lease ratification.
   b. T-Hangar 70 new lease ratification.
   c. T-Hangar 74 new lease ratification.
   d. Griffen Plumbing & Heating HVAC maintenance plan for upcoming season.
   e. Language addition to T-Hangar leases.
   f. Rates & charges increase for T-Hangars, office building rents & fuel flowage fees.
   g. ATC application for FAA Contract Tower memorandum of understanding.
   h. AIP-42, for Runway 18/36 Pavement project, BF&S invoice for inspection, $10,214.93.
   i. AIP-42, for Runway 18/36 Pavement project, FAA reimbursement to EKM for Independent Fee Evaluation (IFE), $3,500.00.
7. Privilege of the Floor
8. Adjournment
9. **NEXT REGULAR BOAC MEETING 06/24/26 4:00 p.m.**

City of Elkhart
Board of Aviation Commissioners Meeting
April 29, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:00 pm on Wednesday, April 29, 2026, at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were Andy Jones, Karen Shaw, Kevin Davis, Ryan Sherwood & Mike Stutzman.

Roll Call: Roll was called. Commissioners Doug Thorne, Bruce Shreiner & Eric Ivory were present. Commissioner Tom Shoff was present via Teams Webinar. There was a quorum for this meeting.

Approval of Agenda:
Mr. Shreiner made a MOTION to approve today's agenda. Mr. Shoff SECONDED. There being no further discussion, the motion to approve today's agenda PASSED unanimously.

Approval of Minutes:
Mr. Shreiner made a MOTION to approve the minutes of the March 25, 2026 meeting. Mr. Shoff SECONDED the motion. Mr. Ivory ABSTAINED. There being no further discussion, the motion PASSED with three Yes votes and 1 abstention.

Approval of Claims:
Mr. Ivory made a MOTION to approve claims as submitted for $71,510.29. Mr. Shoff SECONDED the motion. There being no further discussion, the motion to approve April 2026 claims PASSED unanimously.

Airport Manager's Report:
Andy introduced and welcomed Eric Ivory as our new BOAC member and advised he is excited to have him with us. Andy further advised that almost all the new equipment for the Air Traffic Control Tower (ATCT) has been installed; although currently there is some slight feedback from the Automated Weather Observation System (AWOS). There is a technician from the vendor (Mesotech) that installed the AWOS, who will be traveling from California to assess the problem and hopefully make the necessary repairs. Andy advised he had a very successful interview with Rodney Potter for the open, full-time Air Traffic Controller (ATC) position. Mr. Potter has 33 years' ATC experience, and is currently serving as an ATC at South Bend Airport. Mr. Potter's start date at EKM will be July 27, 2026. Including Rodney, we will have 3 full-time and 1 part-time ATC. Andy advised the 5-year Capital budget plan for 2027-2031 is due May 1, 2026. The plan includes non-grant eligible items and projects. The first phase of the Runway 18/36 paving grant project will be starting May 4, 2026. Runway 18/36 will be closed until May 30. Andy advised he will keep the board informed as the project progresses. Andy advised that in order to avoid closing two runways at the same time, the final phase of the Runway 9/27 markings replacement project will take place in late July or August 2026. Andy further advised that five of the ten new 70 series T-Hangars have been rented. The airport canoe and kayak launch is open and the portable restroom has been delivered. The community garden is also open, and volunteers have started the spring planting. Lastly, Andy advised that the south side maintenance building new garage doors/operators/tracks will be installed soon.

City of Elkhart
Board of Aviation Commissioners Meeting
April 29, 2026

New Business:

Mr. Thorne advised the first item under New Business is the Michiana Air Activities (MAA) lease agreement. Andy advised that the MAA & City legal have been working on a new lease agreement for some time and have updated the agreement with all parties satisfied with the terms. Andy further advised MAA are good tenants and their pilot's club has seen a lot of growth. Andy further advised that all MAA's aircraft are based at EKM and he is very pleased with the relationship fostered over many years. Andy requests the board approve this new 10-year agreement and asks the board to authorize the board president to sign this agreement. Mr. Shoff made a MOTION to approve the MAA lease agreement and to authorize the BOAC president to sign the agreement. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is awarding the quote for the crack sealing project. Andy advised the crack sealing project was approved as a capital expense in the Aviation Dept. FY26 budget not to exceed $80,000; and after following the City quoting policy, attempt to get three quotes from qualified vendors, 2 of the 3 vendors submitted quotes. Asphalt Restoration Services (ARS), submitted a quote of $76,480.00. Hi-Lite Corp. submitted a quote for $203,720.00. Walt's Paving declined to submit a quote. Andy advised the most responsive, lowest, responsible quoter was ARS. ARS is a local company that has been around for a long time, has airport crack sealing experience, and followed our bid specifications requiring the use of FAA approved tar. Andy requests the board award the project to ARS. No one could provide an answer as to why the two quotes were priced so far apart. Mr. Shoff made a MOTION to approve the quote to ARS for the crack sealing project not to exceed $80,000.00. Mr. Ivory SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the crack sealing project agreement with Asphalt Restoration Services (ARS). Andy advised that City legal drafted and approved the agreement for the crack sealing project with ARS and asks the board to approve this agreement and to authorize the board president to sign the agreement. Mr. Ivory made a MOTION to approve the agreement with ARS in the amount of $76,480.00 for the crack sealing project and for the board president to sign the agreement. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the T-Hangar 71 new lease ratification. Andy advised we have a new tenant, Dean Loucks who will be leasing T-Hangar 71 starting May 1, 2026. Andy advised he has signed the lease and requests the board ratify his signature. Mr. Shreiner made a MOTION to ratify Andy's signature on the new T-Hangar 71 lease and for the board president to sign the document. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the T-Hangar 76 new lease ratification. Andy advised we have a new tenant, David Stalter who will be leasing T-Hangar 76 starting May 1, 2026. Andy advised he has signed the lease and requests the board ratify his signature. Mr. Shreiner made a MOTION to ratify Andy's signature on the new T-Hangar 76 lease and for the board president to sign the document. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the T-Hangar 78 new lease ratification. Andy advised we have a current tenant; Brad Lee will be upgrading to T-Hangar 78 starting May 1, 2026. Andy advised he has signed the lease and requests the board ratify his signature. Mr. Ivory made a MOTION to ratify Andy's signature on the new T-Hangar 78 lease and for the board president to sign the document. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart
Board of Aviation Commissioners Meeting
April 29, 2026

Mr. Thorne advised the next item under New Business is the T-Hangar 79 new lease ratification. Andy advised we have a current tenant, Chris Lee who will be upgrading to T-Hangar 79 starting May 1, 2026. Andy advised he has signed the lease and requests the board ratify his signature. Mr. Shreiner made a MOTION to ratify Andy's signature on the new T-Hangar 79 lease and for the board president to sign the document. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is the letter to the FAA indicating that EKM would like to rollover the FY26 Non-Primary Entitlements grant funds (NPE) to the next fiscal year. The funds will be allocated for the Runway 27 approach protection avigation easement acquisition project. Andy advised every year the FAA allocates $150,000 to airport sponsors for grant qualified airport projects. Andy requests the board approve the FAA letter for rollover of FY26 NPE funds and asks for authorization for the board president to sign the letter. Mr. Shreiner made a MOTION to approve the FAA rollover letter. Mr. Ivory SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:
Mr. Thorne opened comments. A question was asked about the area involved in cutting tree lines for the runway 27 protection project. Andy advised it will be between Wal-Mart and the airport. Because of the federal and state grant processes the actual tree trimming may not start until 2029. A question was asked regarding who will be doing the work. Andy advised it will be awarded to a contractor after following the standard bid processes. The work is beyond the scope of work the City Forestry Dept. is able to provide. It was speculated that the work could be performed by helicopter. Mike Stutzman with the MAA thanked the board for approving the new lease agreement and invited the board and members of the public to the MAA open house which will take place here at the Airport Administration Building hangar on May 21, 2026, at 6pm. Mr. Stutzman further thanked the BOAC for allowing MAA to use their hangar space for this. The BOAC thanked Mr. Stutzman for the invitation and for the great relationship MAA has with the airport.

Adjournment:
Mr. Shoff made a MOTION to adjourn. Mr. Shreiner SECONDED. There being no further discussion, the meeting was ADJOURNED.

Next regular BOAC meeting is scheduled for Wednesday, May 27, 2026, at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via Webex.

Respectfully Submitted,

Bruce Shreiner

~~Eric Ivory~~, ~~Secretary~~ Bruce D Shreiner VP

05.27.26
Date

# BOARD OF AVIATION COMMISSION

**CLAIM AND ALLOWANCE DOCKET**

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

May 21st ,2026 Kristie Wendorf
KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **$311,154.70** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 27TH DAY OF MAY 2026 BY:**

PRESIDENT — Attended Virtually via Teams (KS)
DOUG THORNE

VICE PRESIDENT — Bruce D. Shreiner
BRUCE SHREINER

SECRETARY — Absent (KS)
ERIC IVORY

TREASURER — Tom Shoff
TOM SHOFF

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**

# BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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May 21st ,2026 Kristie Wendorf

KRISTIE WENDORF - CITY CONTROLLER

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**EXECUTED THIS 27TH DAY OF MAY 2026 BY:**

PRESIDENT

DOUG THORNE

VICE PRESIDENT

BRUCE SHREINER

SECRETARY

ERIC IVORY

TREASURER

TOM SHOFF

ENTERED SS

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**

City of Elkhart

# Expense Approval Report
By Fund

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 2206 - AVIATION** | | | | | |
| **ExpObject: 4210500 - Office Supplies** | | | | | |
| AMAZON CAPITAL SERVICES I | 1PLC-L7HD-449W | 05/27/2026 | Office & operating supplies | 2206-5-201-4210500 | 39.97 |
| | | | | **ExpObject 4210500 - Office Supplies Total:** | **39.97** |
| **ExpObject: 4220150 - Operating Supplies** | | | | | |
| AMAZON CAPITAL SERVICES I | 1PLC-L7HD-449W | 05/27/2026 | Office & operating supplies | 2206-5-201-4220150 | 398.71 |
| | | | | **ExpObject 4220150 - Operating Supplies Total:** | **398.71** |
| **ExpObject: 4220210 - Gasoline** | | | | | |
| Yoder Oil Company Inc | INV-001199870 | 05/27/2026 | Fuel for maint vehicles | 2206-5-201-4220210 | 4,183.48 |
| | | | | **ExpObject 4220210 - Gasoline Total:** | **4,183.48** |
| **ExpObject: 4220320 - Medical Supplies** | | | | | |
| Privia Medical Group Indiana, | 184K31626 | 05/27/2026 | ATC medical | 2206-5-201-4220320 | 200.00 |
| | | | | **ExpObject 4220320 - Medical Supplies Total:** | **200.00** |
| **ExpObject: 4230110 - Building Materials** | | | | | |
| Menard, INC | 99826 | 05/27/2026 | Bldg materials | 2206-5-201-4230110 | 49.47 |
| Menard, INC | 409 | 05/27/2026 | Bldg materials | 2206-5-201-4230110 | 51.92 |
| Consolidated Electrical Distrib | 1970-1062199 | 05/27/2026 | Bldg materials | 2206-5-201-4230110 | 29.38 |
| | | | | **ExpObject 4230110 - Building Materials Total:** | **130.77** |
| **ExpObject: 4230300 - Small Tools & Minor Equipment** | | | | | |
| Menard, INC | 99713 | 05/27/2026 | Small tools for maint dept | 2206-5-201-4230300 | 34.99 |
| Menard, INC | 234 | 05/27/2026 | Small tools for maint dept | 2206-5-201-4230300 | 27.96 |
| | | | | **ExpObject 4230300 - Small Tools & Minor Equipment Total:** | **62.95** |
| **ExpObject: 4310400 - Professional Services** | | | | | |
| SHOFF SECURITY SERVICES , I | 161419 | 05/27/2026 | Service of radio battery in con | 2206-5-201-4310400 | 92.45 |
| | | | | **ExpObject 4310400 - Professional Services Total:** | **92.45** |
| **ExpObject: 4360100 - Repairs & Maintenance** | | | | | |
| Midland Engineering Compan | 61652 | 05/27/2026 | Flash penetration service s.sid | 2206-5-201-4360100 | 1,522.48 |
| | | | | **ExpObject 4360100 - Repairs & Maintenance Total:** | **1,522.48** |
| **ExpObject: 4360400 - Maintenance Contracts** | | | | | |
| Hawkins Water Tech, Inc. | 62957TP | 05/27/2026 | Water delivery for maint dept | 2206-5-201-4360400 | 28.80 |
| Cintas Corp. | 4267371532 | 05/27/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| Hawkins Water Tech, Inc. | 1074510 | 05/27/2026 | Cooler Rent for maint dept | 2206-5-201-4360400 | 12.50 |
| Cintas Corp #2 - First Aid & Sa | 9370560167 | 05/27/2026 | Airport eyewash station agree | 2206-5-201-4360400 | 99.18 |
| SHOFF SECURITY SERVICES , I | 161688 | 05/27/2026 | May/June/July alarm monitori | 2206-5-201-4360400 | 208.50 |
| Ricoh USA, Inc | 5073161829 | 05/27/2026 | Copies for April 2026 | 2206-5-201-4360400 | 8.71 |
| Cintas Corp. | 4268137112 | 05/27/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| Cintas Corp #2 - First Aid & Sa | 5335323901 | 05/27/2026 | 1st aid kit refills | 2206-5-201-4360400 | 14.94 |
| Cintas Corp. | 4268893969 | 05/27/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| Cintas Corp. | 4269486777 | 05/27/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| | | | | **ExpObject 4360400 - Maintenance Contracts Total:** | **519.55** |
| **ExpObject: 4390900 - Other Services & Charges** | | | | | |
| CS INNOVATIONS, LLC | I4486 | 05/27/2026 | Service of kayak launch port t | 2206-5-201-4390900 | 165.00 |
| | | | | **ExpObject 4390900 - Other Services & Charges Total:** | **165.00** |
| **ExpObject: 4440200 - Motor Equipment** | | | | | |
| TECHWORKS INC | CO-0001116 | 05/27/2026 | Trailer for kubota vehicle | 2206-5-201-4440200 | 6,335.00 |
| | | | | **ExpObject 4440200 - Motor Equipment Total:** | **6,335.00** |
| | | | | **Fund 2206 - AVIATION Total:** | **13,650.36** |

Expense Approval Report

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 4500 - AVIATION FEDERAL** | | | | | |
| **ExpObject: 4390900 - Other Services & Charges** | | | | | |
| BUTLER, FAIRMAN AND SEUF | 112121 | 05/27/2026 | Fees assoc with AIP-42 RW18/ | 4500-5-210-4390900 | 10,214.93 |
| | | | | **ExpObject 4390900 - Other Services & Charges Total:** | **10,214.93** |
| | | | | **Fund 4500 - AVIATION FEDERAL Total:** | **10,214.93** |
| **Fund: 7739 - LIABILITY INSURANCE TRUST** | | | | | |
| **ExpObject: 4340500 - Nonfunded Deductible Expense** | | | | | |
| Emergency Radio Service, LLC | 529159 | 05/27/2026 | Items for control tower repair | 7739-5-000-4340500 | 286,298.13 |
| | | | | **ExpObject 4340500 - Nonfunded Deductible Expense Total:** | **286,298.13** |
| | | | | **Fund 7739 - LIABILITY INSURANCE TRUST Total:** | **286,298.13** |
| | | | | **Grand Total:** | **310,163.42** |

# Report Summary

## Fund Summary

| Fund | Expense Amount |
|---|---|
| 2206 - AVIATION | 13,650.36 |
| 4500 - AVIATION FEDERAL | 10,214.93 |
| 7739 - LIABILITY INSURANCE TRUST | 286,298.13 |
| **Grand Total:** | **310,163.42** |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 2206-5-201-4210500 | Office Supplies | 39.97 |
| 2206-5-201-4220150 | Operating Supplies | 398.71 |
| 2206-5-201-4220210 | Gasoline | 4,183.48 |
| 2206-5-201-4220320 | Medical, Surgical | 200.00 |
| 2206-5-201-4230110 | Building Materials | 130.77 |
| 2206-5-201-4230300 | Small Tools & Minor Equ | 62.95 |
| 2206-5-201-4310400 | Professional Services | 92.45 |
| 2206-5-201-4360100 | Repairs & Maint - Bldg | 1,522.48 |
| 2206-5-201-4360400 | Maintenance Contract | 519.55 |
| 2206-5-201-4390900 | Other Services & Charge | 165.00 |
| 2206-5-201-4440200 | Motor Equipment | 6,335.00 |
| 4500-5-210-4390900 | Other Services & Charge | 10,214.93 |
| 7739-5-000-4340500 | Nonfunded Deductible E | 286,298.13 |
| | **Grand Total:** | **310,163.42** |

## Project Account Summary

| Project Account Key | Expense Amount |
|---|---|
| **None** | 310,163.42 |
| **Grand Total:** | **310,163.42** |

City of Elkhart

# Expense Approval Report
By Fund

Payment Dates 4/27/2026 - 5/20/2026

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 2206 - AVIATION** | | | | | |
| **ExpObject: 4320400 - Telephone & Communication** | | | | | |
| Comcast Cable | INV0015933 | 05/15/2026 | 8771402050907961 1211 C | 2206-5-201-4320400 | 225.43 |
| | | | | ExpObject 4320400 - Telephone & Communication Total: | 225.43 |
| **ExpObject: 4350200 - Natural Gas** | | | | | |
| Northern Indiana Public Servi | INV0015983 | 05/15/2026 | 6440000093 1211 CR 6W | 2206-5-201-4350200 | 437.42 |
| Northern Indiana Public Servi | INV0015984 | 05/15/2026 | 7375580016 1211 County R | 2206-5-201-4350200 | 163.85 |
| | | | | ExpObject 4350200 - Natural Gas Total: | 601.27 |
| **ExpObject: 4350400 - Water & Sewer** | | | | | |
| ELKHART PUBLIC UTILITIES | INV0015930 | 05/15/2026 | 1203336003 1211 W County | 2206-5-201-4350400 | 75.79 |
| ELKHART PUBLIC UTILITIES | INV0015931 | 05/15/2026 | 1203335600 1139 W County | 2206-5-201-4350400 | 74.44 |
| ELKHART PUBLIC UTILITIES | INV0015932 | 05/15/2026 | 1203335800 1205 W County | 2206-5-201-4350400 | 14.35 |
| | | | | ExpObject 4350400 - Water & Sewer Total: | 164.58 |
| | | | | Fund 2206 - AVIATION Total: | 991.28 |
| | | | | Grand Total: | 991.28 |

Last month:

Comcast phone - 58.47
E fax - 4.73

Comcast Cable - 227.33

This month:

Comcast phone -
Efax - 4.47
Comcast Cable - 225.43

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 2206 - AVIATION | 991.28 |
| Grand Total: | 991.28 |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 2206-5-201-4320400 | Telephone & Communic | 225.43 |
| 2206-5-201-4350200 | Natural Gas | 601.27 |
| 2206-5-201-4350400 | Water & Sewer | 164.58 |
| | Grand Total: | 991.28 |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 991.28 |
| Grand Total: | 991.28 |

Butler Fairman Seufert
CIVIL ENGINEERS

Updated

# ELKHART MUNICIPAL AIRPORT
# ENGINEER REPORT/AGENDA
# May 27, 2026
# 4:00 p.m.

## ACTION ITEMS FOR BOAC MEETING

1) Motion to approve AIP-42 Partial Pay Request 1 for the Rehabilitate Runway 18-36 Pavement Construction in the amount of $13,714.93 (FAA $13,029, State $342.87, Local $343.06) covers BF&S Invoice 112121 and FOTH IFE fee.
2) Motion to approve AIP-42, BF&S invoice in the amount of $10,214.93
3) Motion to approve AIP-42, FAA reimbursement to EKM for IFE in the amount of $3,500

## ACTIVE GRANT SUMMARY

- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total $2,031,304.21. FAA $1,929,739.00, Sate $50,782.00, Local $50,783.00, Grant is now 0.68% Complete with a balance of $2,017,589.71
- AIP 3-18-0018-041 "T-Hangar and Taxilanes" Phase 3 – Total $296,842.11, FAA $282,000, State $7,421.05, Local $7,421.05. Grant is now 70% Complete with a balance of $89,589.11
- AIP 3-18-0018-040 "T-Hangar and Taxilanes Construction" Part 1 - Total $848,666.67, FAA $763,800, State $42,433.00, Local $42,434.00. This grant is 88.05% complete with a remaining balance of $101,443.52.
- AIP 3-18-0018-039 "T-hangar/taxilane design" – Total $130,223.00, FAA $117,200, State $6,511.00, Local $6,512.00. This grant is 95.14% complete with a remaining balance of $6,333.00
- AIP 3-18-0018-038 "TW D4 Standards; Runway 18-36 Pavement Rehab design" – Total $166,667.00, FAA $150,000, State $8,333.00, Local $8334.00. This grant is 77.10% complete with a remaining balance of $38,170.09

## BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
   - Milestone plans to start in the spring
   - A preconstruction conference was held. Please see the attached meeting summary.
   - Construction is well under way. Rain has impacted the schedule by roughly one week. Completion is expected in the first week in June at this point.

2. T-hangar/Taxilane design project.
   - The project is substantially complete.
   - Punchlist items are currently being addressed.
   - Final pay applications are being held until the punch list is satisfied.
   - We are working on scheduling the final walk through with INDPT for final close out.

3. Runway 9-27 Joint Rehabilitation project
   - The joint sealing is complete.
   - The RWY 9-27 repainting work was scheduled for 4/23/26, unfortunately Hi-lite needed to be rescheduled. The reschedule is pending currently.

4. Land Acquisition for Runway 27 Approach Protection.
   - The city council has approved the appropriation.
   - We will work on getting a kick-off meeting scheduled.
   - We have a kick-off meeting schedule with the city on May 19th at 2:00 PM.

Butler Fairman Seufert
CIVIL ENGINEERS

# ELKHART MUNICIPAL AIRPORT
# ENGINEER REPORT/AGENDA
# April 29, 2026
# 4:00 p.m.

## ACTION ITEMS FOR BOAC MEETING

1) Motion to approve AIP-40 pay request #11 final, FAA reimbursement to EKM, $84,867.77
3) Motion to approve AIP-41 pay request #3 final, FAA reimbursement to EKM, $30,589.11
4) Motion to approve AIP-43 pay request #1 final, FAA reimbursement to EKM, $305,998.95
5) Motion to approve AIP-42, BF&S invoice in the amount of $10,214.93
6) Motion to approve AIP-42, FAA reimbursement to EKM for IFE in the amount of $3,500

## ACTIVE GRANT SUMMARY

- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total $2,031,304.21. FAA $1,929,739.00, Sate $50,782.00, Local $50,783.00
- AIP 3-18-0018-041 "T-Hangar and Taxilanes" Phase 3 – Total $296,842.11, FAA $282,000, State $7,421.05, Local $7,421.05. Grant is now 70% Complete with a balance of $89,589.11
- AIP 3-18-0018-040 "T-Hangar and Taxilanes Construction" Part 1 - Total $848,666.67, FAA $763,800, State $42,433.00, Local $42,434.00. This grant is 88.05% complete with a remaining balance of $101,443.52.
- AIP 3-18-0018-039 "T-hangar/taxilane design" – Total $130,223.00, FAA $117,200, State $6,511.00, Local $6,512.00. This grant is 95.14% complete with a remaining balance of $6,333.00
- AIP 3-18-0018-038 "TW D4 Standards; Runway 18-36 Pavement Rehab design" – Total $166,667.00, FAA $150,000, State $8,333.00, Local $8334.00. This grant is 77.10% complete with a remaining balance of $38,170.09

## BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
   - Milestone plans to start in the spring
   - A preconstruction conference was held. Please see the attached meeting summary.
   - Construction is well under way. Rain has impacted the schedule by roughly one week. Completion is expected the first week in June at this point.

2. T-hangar/Taxilane design project.
   - The project is substantially complete.
   - Punchlist items are currently being addressed.
   - Final pay applications are being held until the punch list is satisfied.
   - We are working on scheduling the final walk through with INDPT for final close out.

3. Runway 9-27 Joint Rehabilitation project
   - The joint sealing is complete.
   - The RWY 9-27 repainting work was scheduled for 4/23/26, unfortunately Hi-lite needed to be rescheduled. The reschedule is pending currently.

4. Land Acquisition for Runway 27 Approach Protection.
   - The city council has approved the appropriation.
   - We will work on getting a kick-off meeting scheduled.
   - We have a kick-off meeting schedule with the city on May 19th at 2:00 PM.

# BOARD OF AVIATION COMMISSIONERS MEETING

Karen, Thanks So much for this!

*CALL TO ORDER*

**I'M CALLING THE BOARD OF AVIATION COMMISSIONERS MEETING TO ORDER FOR MAY 27, 2026 AT 4PM**

*BOAC ATTENDANCE ROLL CALL*

**KAREN, CAN YOU DO A ROLL CALL?**
**WE HAVE A QUORUM, LET'S MOVE ON TO APPROVAL OF TODAY'S AGENDA**

*APPROVAL OF TODAY'S AGENDA*

**DO WE HAVE A MOTION TO APPROVE TODAY'S AGENDA?**
**DO WE HAVE A SECOND MOTION TO APPROVE TODAY'S AGENDA?**
**ARE THERE ANY QUESTIONS?**

*APPROVAL OF TODAY'S AMENDED AGENDA*
*REQUEST TO AMEND TODAY'S AGENDA TO INCLUDE APPROVAL OF THE AIR TRAFFIC CONTROL TOWER APPLICATION PROCESS FOR THE FAA CONTRACT TOWER MEMORANDUM OF UNDERSTANDING*

**DO WE HAVE A MOTION TO AMEND TODAY'S AGENDA?**
**DO WE HAVE A SECOND MOTION TO AMEND TODAY'S AGENDA?**
**ARE THERE ANY QUESTIONS?**
**KAREN, PLEASE DO A ROLL CALL VOTE**

*PREVIOUS MEETING MINUTES*

**DO WE HAVE A MOTION TO APPROVE THE MINUTES FROM THE APRIL 29, 2026 BOAC MEETING?**
**DO WE HAVE A SECOND MOTION?**
**ARE THERE ARE QUESTIONS?**
**KAREN, PLEASE DO A ROLL CALL VOTE**
**THE MOTION TO APPROVE THE MINUTES FROM THE APRIL 29, 2026 BOAC MEETING PASSES**

*CLAIMS*

**DO WE HAVE A MOTION TO APPROVE THE CLAIMS IN THE AMOUNT OF $311,154.70?**
**DO WE HAVE A SECOND MOTION?**
**ARE THERE ANY QUESTIONS?**
**KAREN, PLEASE DO A ROLL CALL VOTE**
**THE MOTION TO APPROVE THE CLAIMS IN THE AMOUNT OF $311,154.70 HAS PASSED. LET'S MOVE ON TO THE AIRPORT DIRECTOR'S REPORT**

*NOW WE MOVE ON TO THE AIRPORT DIRECTOR'S REPORT*

*NEW BUSINESS*

THE FIRST ITEM ON THE AGENDA IS THE T-HANGAR 26 NEW LEASE RATIFICATION
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE T-HANGAR 26 NEW LEASE RATIFICATION PASSES

THE NEXT ITEM ON THE AGENDA IS THE T-HANGAR 70 NEW LEASE RATIFICATION
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE T-HANGAR 70 NEW LEASE RATIFICATION PASSES

THE NEXT ITEM ON THE AGENDA IS THE T-HANGAR 74 NEW LEASE RATIFICATION
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE T-HANGAR 74 NEW LEASE RATIFICATION PASSES

THE NEXT ITEM ON THE AGENDA IS THE GRIFFEN PLUMBING & HEATING HVAC MAINTENANCE PLAN FOR THE UPCOMING SEASON
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE GRIFFEN PLUMBING & HEATING HVAC MAINTENANCE PLAN FOR THE UPCOMING SEASON PASSES

THE NEXT ITEM ON THE AGENDA IS THE LANGUAGE ADDITION TO THE T-HANGAR LEASES
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE LANGUAGE ADDITION TO THE T-HANGAR LEASES PASSES

THE NEXT ITEM ON THE AGENDA IS THE RATES & CHARGES INCREASES FOR T-HANGARS, OFFICE BUILDING RENTS & FUEL FLOWAGE FEES
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE RATES & CHARGES INCREASES FOR T-HANGARS, OFFICE BUILDING RENTS & FUEL FLOWAGE FEES PASSES

THE NEXT ITEM ON THE AGENDA IS THE APPROVAL OF THE AIR TRAFFIC CONTROL TOWER APPLICATION PROCESS FOR THE FAA CONTRACT TOWER MEMORANDUM OF UNDERSTANDING
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK ANDY TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE AIR TRAFFIC CONTROL TOWER APPLICATION PROCESS FOR THE FAA CONTRACT TOWER MEMORANDUM OF UNDERSTANDING PASSES

THE NEXT ITEM ON THE AGENDA IS THE AIP-42, RUNWAY 18/36 PAVEMENT PROJECT, BF&S INVOICE FOR INSPECTION FEES IN THE AMOUNT OF $10,214.93
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK PAUL TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE AIP-42, RUNWAY 18/36 PAVEMENT PROJECT, BF&S INVOICE FOR INSPECTION FEES IN THE AMOUNT OF $10,214.93 PASSES

THE LAST ITEM ON THE AGENDA IS THE AIP-42, RUNWAY 18/36 PAVEMENT PROJECT, FAA REIMBURSEMENT TO EKM FOR THE INDEPENDENT FEE EVALUATION IN THE AMOUNT OF $3,500
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ASK PAUL TO EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE AIP-42, RUNWAY 18/36 PAVEMENT PROJECT FAA REIMBURSEMENT TO EKM FOR THE INDEPENDENT FEE EVALUATION IN THE AMOUNT OF $3,500 PASSES

NEXT I'LL OPEN COMMENTS FOR PRIVILEGE OF THE FLOOR

ADJOURNMENT
DO WE HAVE A MOTION TO ADJOURN?
DO WE HAVE A SECOND?
MEETING TO ADJOURN PASSES

**Board of Aviation Commissioners Meeting**
You've been invited to:

Board of Aviation Commissioners Meeting
Wed, May 27, 2026 4:00 PM - 6:00 PM (UTC-05:00) Indiana (East)

We look forward to having you attend the event!

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**Microsoft Teams meeting**
**Join:** https://teams.microsoft.com/meet/288612214821117?p=277zPIMuWeiEHegpF0
Meeting ID: 288 612 214 821 117
Passcode: pz6EJ2FU

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Need help? | System reference
**Dial in by phone**
+1 929-229-5981,,543640732# United States, New York City
Find a local number
Phone conference ID: 543 640 732#
For organizers: Meeting options | Reset dial-in PIN

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**City of Elkhart**

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/27/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Ratify Airport Director's Signature on T-Hangar 26 lease**

The Elkhart Municipal Airport has rented T-Hangar 26 to former tenant Roger Cook. Mr. Cook started renting on May 1, 2026 and his aircraft is a Piper PA-28 single engine. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please ratify the Airport Director's signature on new T-Hangar 26 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 26 lease effective May 1, 2026.**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shaff
Bruce D Shearer
Doug Thorne Via Teams (RS)

20 - 0272 Re-activated

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of May 2026, by and between Roger Cook and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

**WITNESSETH THAT:**

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 26 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Piper Model PA-28 Registration Number ~~N621DC~~ N 3470R

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $100.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $100.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.

5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## EXHIBIT A

### FEDERAL AVIATION ADMINISTRATION REGULATIONS
### FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address: 1357 Oakridge Dr.
Texarkana, TX 75503

LESSOR
Airport Manager

By: Andy Jones
Andy Jones

X LESSEE SIGNATURE: Roger Cook

Phone #: 574-274-6589

Printed Name:

BOAC Member:
Bruce F Shreiner VP
Doug Thorne, BOAC President

Email: cooktruck101@gmail.com

Combo Code: See spreadsheet

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/27/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Ratify Airport Director's Signature on T-Hangar 70 lease**

The Elkhart Municipal Airport has rented T-Hangar 70 to current tenant Farhang Makvandi, who will be moving from T-Hangar 60 as of June 1, 2026. Mr. Makvandi has a Schweizer 300 helicopter. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please ratify the Airport Director's signature on new T-Hangar 70 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 70 lease effective June 1, 2026.**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Doug thorne via Teams (KB)

20- 0263

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of June 2026, by and between Farhang Makvandi and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

**WITNESSETH THAT:**

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 70 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Schweizer Helicopter Model 300C Registration Number N411JC

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $400.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $400.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.

5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## EXHIBIT A

### FEDERAL AVIATION ADMINISTRATION REGULATIONS
### FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address: Farhang Makvandi
23236 Shorelane
Elkhart, IN 46514

LESSOR
Airport Manager

LESSEE SIGNATURE: _____

By: Andy Jones
Andy Jones

Phone #: 912-401-7755

Printed Name:

BOAC Member:

Bruce D Shreiner VP
Doug Thorne, BOAC President

Email: fmakvandi@gmail.com

Combo Code: None, 2 keys issued to tenant & a copy also kept in admin bldg

Moving from T-Hgr 60 to T-Hgr 70 as of June 1, 2026

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/27/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Ratify Airport Director's Signature on T-Hangar 74 lease**

The Elkhart Municipal Airport has rented T-Hangar 74 to tenant Dean Loucks. Mr. Loucks has an Enstrom helicopter. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please ratify the Airport Director's signature on new T-Hangar 74 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 74 lease effective May 19, 2026.**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners
Tom Stoll
Bruce D. Shreve
Doug Thorne Via Teams

20 - 0485

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 19th day of May 2026, by and between Dean Loucks and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

**WITNESSETH THAT:**

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 74 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

   Make Enstrom Model Helicopter Registration Number N456KJ

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $600.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

   In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $600.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

   a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
   b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
   c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
   d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
   e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
   f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
   g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
   h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
   i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
   j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
   k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
   l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
   m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
   n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
   o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.

5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## EXHIBIT A

### FEDERAL AVIATION ADMINISTRATION REGULATIONS
### FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address: Dean Loucks
104 Rush Ct.
Elkhart, IN 46516

LESSOR
Airport Manager

LESSEE SIGNATURE: Dean Loucks

By: Andy Jones
Andy Jones

Phone #: 574-333-8333

Printed Name:

BOAC Member:
Bruce D Sheiner VP
Doug Thorne, BOAC President

Email: dean@taod1.com

Combo Code: None, key issued to tenant & a copy also kept in admin bldg

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** 05/27/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Griffen Plumbing & Heating HVAC Preventative Maintenance Plan**

Please approve the attached agreement, which outlines the agreement between EKM and Griffen Plumbing & Heating for annual HVAC maintenance service for: Coachman maintenance building, the Administration Building, the Control Tower & the Southside Maintenance Building. This will be for all HVAC maintenance service for the fall of 2026 and spring of 2027 for total cost of $3,822.00. I ask the BOAC to approve this agreement & authorize the board president to sign this agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please approve the attached agreement with Griffen Plumbing & Heating for the annual HVAC maintenance plan and please authorize the board president to sign this agreement on behalf of the City.**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce E. Shreve
Doug Thorne via Teams

Approved as to form and legality

KD

Griffen Plumbing & Heating, LLC

Elkhart Municipal Airport
1211 Co Rd 6
Elkhart, IN 46514

Q26300
5/8/2026

# Preventive Maintenance Plan

## I. Equipment Covered

### Coachmen Building

- 1) Split System — **Biannual**
- 4) Unit Heaters — **Annual**

### Administration Building

- 2) Split Systems — **Biannual**
- 2) Humidifiers — **Annual** (HCWB3-17, S1BP5000MT)

### Control Tower

- 1) RTUs — **Biannual**

### Southside Maintenance Building

- 3) Unit Heaters — **Annual**

## II. Service by Season

- **Fall 2026:** 3 Split Systems, 2 Humidifiers, 1 RTU, 7 Unit Heaters
- **Spring 2027:** 3 Split Systems, RTU

## III. Scope of Work

**RTU Preventive Maintenance – Bi-Annual Service**

- Inspect unit for proper function and condition
- Check and tighten electrical connections; verify voltage and amperage
- Inspect, replace and or clean filters, coils, and condensate pans
- Inspect fan/blower operation and motor condition
- Inspect belts, pulleys, and bearings; lubricate if applicable
- Clean flame sensors, burners and check combustion
- Inspect economizer if applicable and dampers
- Provide written service report noting deficiencies or recommended repairs

**Split System Preventive Maintenance – Bi-Annual Service**

- Inspect unit for proper function and condition
- Check and tighten electrical connections; verify voltage and amperage
- Inspect, replace and or clean filters in coils, condensate lines, humidifiers
- Inspect blower and fan operation
- Verify refrigerant levels and check for leaks
- Clean flame sensor and burners and check combustion
- Provide written service report noting deficiencies or recommended repairs

**Unit Heater Preventive Maintenance – Annual Service**

- Inspect unit function, mounting and overall condition
- Check and tighten electrical connections; verify voltage and amperage
- Inspect fan/blower operation and motor condition
- Inspect belts, pulleys, and bearings; lubricate if applicable
- Verify airflow and temperature output
- Inspect and clean flame sensors, burners checking combustion
- Provide written service report noting deficiencies or recommended repairs

## IV. Notes & Recommendations

- **All work to be performed by qualified HVAC technicians.**
- **Document all inspections, corrective actions and quote separate for any repairs**
- **Ensure compliance with manufacturer recommendations and safety standards.**

**Total Price $3,822.00**

**STANDARD EXCLUSIONS & CLARIFICATIONS**

All work to be completed during normal working hours 7:00 a.m. – 3:30 p.m. Monday through Friday, excluding holidays, unless otherwise indicated.

1. Adequate access and entry into site and work area(s) is required.
2. Any work found necessary other than what is outlined and approved within this proposal will be completed on a time and material or quoted basis and invoiced accordingly.
3. Permits, permit drawings, PSM or engineered drawings and engineering fees are not included unless otherwise indicated.
4. Structural engineering is not included.
5. Refrigerant is not included.
6. Asbestos abatement or testing of any kind is not included.
7. Painting, patching or drywall repair is not included.
8. Any valves which do not hold will be at an additional cost to the repair or project quote.
9. Insulation or fire stopping repair or replacement is not included unless otherwise indicated.
10. Customer will be responsible for removal of oil from site unless agreed upon otherwise.
11. Griffen Plumbing & Heating LLC reserves the right to invoice for materials ordered but not installed due to installation or repair delays which are a result of customer scheduling, access to equipment, and delays created by other trades not under contract with Griffen Plumbing & Heating LLC or overall project delays which fall outside of our immediate control.
12. Warranty Terms:
    a. The standard warranty for service repairs is one (1) year from date of completion if the repaired systems/equipment is maintained on a regular PM schedule by Griffen Plumbing & Heating, LLC certified technicians.
    b. Equipment which is not maintained by Griffen Plumbing & Heating, LLC. by others is subject to a 90-day warranty, material and workmanship.
    c. Warranty exclusions other than those noted above or extended warranties where applicable will be noted within proposal if repair or replacement of proposed equipment warranty would deviate from standard options.
    d. Seal repair or replacement carry a standard manufacturer 90-day warranty.
    e. Equipment or materials supplied by customers and installed by Griffen Plumbing & Heating LLC maintain a workmanship warranty.
13. All applicable sales taxes have been included unless otherwise indicated.
14. This proposal shall remain valid for 30 days.
15. Payment terms are net 30 days.
16. Transactions/Invoices paid by Credit Card will incur a 3% processing fee per transaction unless otherwise agreed prior to purchase.

Thank you for the opportunity to present our proposal. If you have any questions, please feel free to reach out for clarification.

Sincerely
**Griffen Plumbing & Heating, LLC**

**Damien French**
**(Project Sales Engineer)**

---

**AUTHORIZATION TO PROCEED**

Bruce S. Shreiner VP — 5-27-26

Authorized Signature — Date

Doug Thorne, BOAC President — 05.27.26

Printed Name & Title — Purchase Order No.

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/27/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Language addition to T-Hangar leases**

The Airport Director would like to add language to the T-Hangar leases under section 4, item r. Currently, this item is written as "Lessee shall obey & comply with Lessor minimum standards and any modifications made to them". The Airport Director requests the board approve the item be changed to "Lessee shall obey & comply with Lessor minimum standards, rules, regulations, and any modifications made to them."

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please approve the change to the T-Hangar leases to read that "Lessee shall obey & comply with Lessor minimum standards, rules, regulations, and any modifications made to them".**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom
Bruce Shreiner
Doug Thorne Via Teams (KS)

Approved as to form and legality

KD

Current

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of April 2026, by and between NAME and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

**WITNESSETH THAT:**

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar NUMBER (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Model Registration Number

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $100.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $100.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.

5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## EXHIBIT A

### FEDERAL AVIATION ADMINISTRATION REGULATIONS
### FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address:

LESSOR
Airport Manager

By: _____

LESSEE SIGNATURE: _____

Phone #:

Printed Name:

BOAC Member:

_____

Email:

Combo Code:

With new Charge

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of April 2026, by and between NAME and Elkhart Board of Aviation Commissioners ("Lessor"), and("Lessee"):

**WITNESSETH THAT:**

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar NUMBER (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

   Make Model Registration Number

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of $100.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of $100.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

   a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
   b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
   c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
   d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
   e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
   f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
   g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
   h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
   i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
   j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
   k. Lessee shall not perform painting, or "doping", operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
   l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
   m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
   n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
   o. Washing aircraft, however performed, will not be permitted in the Premises.

p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.

q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.

r. Lessee shall obey & comply with Lessor Minimum Standards, Rules and Regulations and any modifications made to them.

5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.

6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.

7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.

8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.

9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.

10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.

11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.

12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.

13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## EXHIBIT A

### FEDERAL AVIATION ADMINISTRATION REGULATIONS
### FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

1) Removal, installation, and repair of landing gear tires.
2) Replacing elastic shock absorber cords on landing gear.
3) Servicing landing gear shock struts by adding oil, air, or both.
4) Servicing landing gear wheel bearings, such as cleaning and greasing.
5) Replacing defective safety wiring or cotter keys.
6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
8) Replenishing hydraulic fluid in the hydraulic reservoir.
9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
14) Replacing safety belts.
15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
17) Replacing bulbs, reflectors, and lenses of position and landing lights.
18) Replacing wheels and skis where no weight and balance computation is involved.
19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
21) Replacing any hose connection except hydraulic connections.
22) Replacing prefabricated fuel lines.
23) Cleaning or replacing fuel and oil strainers or filter elements.
24) Replacing and servicing batteries.
25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address:

LESSOR
Airport Manager

By: _____

LESSEE SIGNATURE: _____

Phone #:

Printed Name:

BOAC Member:

_____

Email:

Combo Code:

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/27/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Proposed rates & charges increase for all T-Hangars, office building rents & fuel flowage fees**

The Airport Director requests the BOAC to approve rent increases for all T-Hangars, office building rent and fuel flowage fees. The last increase for T-Hangar rent was January 1, 2021. Proposed increases for T-Hangars & office building rent in the administration office are $25 per month. Proposed increase for FBO fuel flowage fees is $0.02 per gallon (moving from $0.07 to $0.09). Proposed increase for corporate fuel flowage is $0.05 per gallon (moving from $0.15 to $0.20).

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please approve rent increases for all T-Hangars and building rent in administration office for across the board increase of $25 per month. Please also approve an increase to the FBO fuel flowage fee to $0.09 per gallon, and corporate fuel flowage fee to $0.20 per gallon.**

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shreve
Doug Thorne Via Teams (KS)

Approved as to form and legality

KD

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** 05/27/26

**TO:** Board of Aviation Commissioners

**FROM:** Andy Jones

**RE:** **Air Traffic Control Tower application process for FAA Contract Tower Memorandum of Understanding (MOU)**

The Airport Director would like to start the application process for moving the Elkhart Municipal Airport's Air Traffic Control Tower (ACT) to the FAA Contract Tower (FCT) Program. The FCT Program provides safe, efficient & cost-effective ATC services at approximately 50% of the controlled airports throughout the United States. To start the process, the FAA requires an MOU. The MOU outlines expectations for both the FAA and sponsor airport (EKM) during the application process and requires signatures from both parties prior to continuing with the application process. I ask the BOAC to approve the MOU and authorize the board president to sign the document pending legal approval.

**Please approve my request to start the application process to move the ATC to the FCT program; which includes the first step of approving the MOU and authorizing the board president to sign the MOU pending legal approval.**

Thank you,

Andy Jones

Andy Jones

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shearer

Doug Thorne Via Teams (KS)

Approved as to form and legality

KD

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**FEDERAL AVIATION ADMINISTRATION (FAA)**

**AND**

***Elkhart Municipal Airport (KEKM)***

This Memorandum of Understanding (MOU) is made for the purpose of notice by and between the Federal Aviation Administration (FAA) and the (Elkhart Municipal Airport) (Sponsor), collectively known as "the Parties." This notice represents the complete understanding of the Parties concerning the expectations for each party during the period between the date that the sponsor submits an application for inclusion in the FAA Contract Tower (FCT) Program and the entry into the Program.

**Section 1.**

The parties agree that the minimum requirements for entry into the FCT Program are a sponsor provided tower determined by FAA to be suitable for conducting air traffic control services and a benefit/cost ratio (B/C) of 1.0 or greater. A sponsor requesting entry into the FCT Program will receive an application package directly from FAA. This package will include a request for documentation that will be used to complete the B/C. Upon receipt of the completed package, FAA will compute the sponsor's B/C.

If a B/C of 1.0 or greater is received, the sponsor will have seven (7) years from the date of receiving the B/C to complete the requirements for entry into the FCT Program. At the end of the seven-year period, if the requirements have not been fully met, the MOU will expire and the sponsor will be required to sign a new MOU. An updated B/C will be required with each new MOU. Applicants that do not obtain a 1.0 or greater B/C will not be eligible for entry into the FCT Program.

The Airport Sponsor agrees that notwithstanding any other provisions of this MOU, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funding that enables the FAA to provide contract air traffic control (ATC) services. If adequate annual appropriations are not provided, the FAA may not fulfill its expectations under this MOU.

The parties agree to enter into an ATC Tower Operations Agreement that will set forth the terms under which the FAA will provide ATC services and will define the conditions under which the FAA will occupy the sponsor provided tower for the purpose of providing ATC services.

Parties are bound by a duty of good faith and best effort in achieving the goals of this MOU.

**EFFECTIVE DATE and TERM**

The effective date of this MOU is the date on which it has been signed by the appropriate representatives for both The FAA and the Airport Sponsor. This Agreement shall expire seven (7) years from the effective date unless terminated by the parties in writing.

AGREED:

| Airport Sponsor | Federal Aviation Administration |
|---|---|
| BY: Bruce F Shreiner VP ~~Doug Thorne~~ · Bruce Shreiner | BY: _____ |
| TITLE: Board of Aviation Commissioners, Vice President | TITLE: _____ |
| DATE: 05.27.26 | DATE: _____ |

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** 05/27/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Approval of AIP-42 Pay Request For BF&S Invoice**

Please approve the pay request for AIP-42 for the Runway 18/36 pavement project, for Butler, Fairman & Seufert (BF&S) invoice for $10,214.93 for professional services relating to inspection fees for this project. Please also authorize the board president to sign this document.

**Please approve the pay request for the AIP-42 Runway 18/36 pavement project for BF&S invoice in the amount of $10,214.93 and give authorization for the board president to sign this document.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners
Bruce Shreiner
Doug Thorne Via Teams

Approved as to form and legality
KD

# INVOICE

500 East 96th St., Suite 500
Indianapolis, IN 46240
t 317.713.4615
f 317.713.4617

www.bfsengr.com

Mr. Andrew Jones
Elkhart Municipal Airport
1211 CR 6 West
Elkhart, IN 46514

April 15, 2026
Invoice No: 112121

Project 745900.0000 REHABILITATE RUNWAY 18-36 PAVEMENT - INSPECTION

For inspection services during the Rehabilitation of Runway 18-36 Pavement. In accordance with the Agreement dated April 30, 2025.

**Professional Services from June 3, 2025 to March 31, 2026**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| 0101 Project Administration | 22,790.00 | 15.00 | 3,418.50 | 0.00 | 3,418.50 |
| 0102 Bid Assistance | 5,110.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0103 Record Drawings | 4,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0501 Construction Observation | 34,400.00 | 15.00 | 5,160.00 | 0.00 | 5,160.00 |
| 0502 Final Construction Record | 7,950.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0503 Warranty Inspection | 3,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 77,450.00 | | 8,578.50 | 0.00 | 8,578.50 |
| | **Total Fee** | | | **8,578.50** | |

**Total this Phase** **$8,578.50**

0504 - RESIDENT PROJECT REPRESENTATIVE

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| FIELD PERSONNEL I | | | | |
| Clawson, Adam | 12.00 | 110.00 | 1,320.00 | |
| Totals | 12.00 | | 1,320.00 | |
| **Total Labor** | | | | **1,320.00** |

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 1,320.00 | 0.00 | 1,320.00 |
| Limit | | | 60,200.00 |
| Remaining | | | 58,880.00 |

**Total this Phase** **$1,320.00**

0505 - THIRD PARTY ACCEPTANCE TESTING

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 28,000.00 |
| Remaining | | | 28,000.00 |

**Total this Phase** **0.00**

0506 - TRAVEL

**Other Reimbursable Expenses**

| | | |
|---|---|---|
| Mileage - Project | 147.00 | |
| **Total Other Reimbursable Expenses** | **147.00** | **147.00** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 147.00 | 0.00 | 147.00 |
| Limit | | | 3,420.00 |
| Remaining | | | 3,273.00 |

**Total this Phase** **$147.00**

0507 - LEGAL ADVERTISEMENT

**Reimbursable Expenses**

| | | |
|---|---|---|
| Legal Notice | 169.43 | |
| **Total Reimbursables** | **169.43** | **169.43** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 169.43 | 0.00 | 169.43 |
| Limit | | | 800.00 |
| Remaining | | | 630.57 |

**Total this Phase** **$169.43**

9901 - ADDITIONAL SERVICES

**Total this Phase** **0.00**

**Total this Invoice** **$10,214.93**

**Billings to Date**

| | **Current** | **Prior** | **Total** |
|---|---|---|---|
| Fee | 8,578.50 | 0.00 | 8,578.50 |
| Labor | 1,320.00 | 0.00 | 1,320.00 |
| Expense | 169.43 | 0.00 | 169.43 |
| Unit | 147.00 | 0.00 | 147.00 |
| **Totals** | **10,214.93** | **0.00** | **10,214.93** |

Thank You, Michael W. Eichenauer

Michael Eichenauer

# Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 6/3/2025 through 3/31/2026

| | | Date | Regular Hours | Total Ovt Hrs | Total Hours |
|---|---|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | | | |
| Phase Number: 0504 RESIDENT PROJECT REPRESENTATIVE | | | | | |
| 15000 | Clawson, Adam | 3/19/2026 | 2.00 | | 2.00 |
| 15000 | Clawson, Adam | 3/20/2026 | 10.00 | | 10.00 |
| Total for 0504 | | | 12.00 | | 12.00 |
| **Total for 745900.0000** | | | **12.00** | | **12.00** |

# Expense Detail

Butler, Fairman & Seufert, Inc.

Transactions for 4/29/2025 through 3/31/2026

| Date | Miles | Billing Amount | Full Description |
|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | |
| Phase Number: 0506 TRAVEL | | | |
| **Reimbursable Expenses** | | | |
| **5320.03 Mileage** | | | |
| 3/18/2026 | 150.00 | 73.50 | 92,417 - 92,567 Indy office to jobsite / Books, Jeremy Units |
| 3/18/2026 | 150.00 | 73.50 | 92,567 - 92,717 Jobsite to Indy office / Books, Jeremy Units |
| **Total for Reimb. Exp.** | **300.00** | **147.00** | |
| Total for 0506 | 300.00 | 147.00 | |
| **Total for 745900.0000** | **300.00** | **147.00** | |

**LaPorte Co Herald Dispatch**
LaPorte Co Herald Dispatch, Rochester Sentinel, Elkhart Truth
PO Box 1200
Paducah, KY 42002-1200

## ADVERTISING INVOICE / STATEMENT



| BILLING DATE | TERMS OF PAYMENT |
|---|---|
| 05/04/2025 | Standard Terms |

| BILLED ACCOUNT NO. | AGENCY/CLIENT |
|---|---|
| 70019410 | 70019410 |

| NAME OF AGENCY/CLIENT |
|---|
| Butler, Fairman & Seifert, Inc |

John Feister
Butler, Fairman & Seifert, Inc
500 East 96th St., Suite 500
Indianapolis, IN 46240

| DATE | AD # | TRANS # | DESCRIPTION | INS | UNITS | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|---|
| | | | Balance Forward | | | 0.00 | **0.00** |
| 04/29/2025 | 71216925 | 303050421 | ADVERTISEMENT FOR BIDS - 71216925 | | | 84.72 | **84.72** |
| | | | 186ETD1 Elkhart Truth - | 1 | 24.71 in | | |
| 04/30/2025 | 71215970 | 303053024 | ADVERTISEMENT FOR BIDS - 71215970 | | | 90.77 | **175.49** |
| | | | 187RSD1 Rochester Sentinel - | 1 | 26.49 in | | |
| | | | AD 71216925 Approved for Payment - J. Feister 5/7/25<br>Job# 7459 Phase: 0507 | | | | |
| | | | AD 71215970 Approved for Payment - J. Feister 5/7/25<br>Job# 6444.9813 Phase: 0506 | | | | |

| APRIL 2025 | AGING | | | |
|---|---|---|---|---|
| | March 2025 | February 2025 | January 2025 | December 2024 |
| $ 175.49 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |

| TOTAL NET AMOUNT DUE |
|---|
| **$ 175.49** |

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information and return to the address below: [ ] Visa [ ] Mastercard [ ] Discover [ ] American Express
Acct# _____ Exp Date: _____
Signature _____

| BILLED ACCOUNT NO. | BILLED ACCOUNT NAME | AMOUNT DUE |
|---|---|---|
| 150 70019410 | Butler, Fairman & Seifert, Inc | **$ 175.49** |

| REMIT TO |
|---|
| LaPorte Co Herald Dispatch<br>c/o Paxton Media Group<br>PO Box 1200<br>Paducah, KY 42002-1200<br><br>Phone: 270-575-8731<br>Fax: 270-575-8726 |

Payment in full is due upon receipt of the statement. A service charge on all balances over 30 days will be computed by a 'Periodic Rate' of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement. Refunds less than $10.00 will be refunded electronically, donated to NIE, or collected in cash at the newspaper.

150700194100000000000017549

Billing Date
05/05/2025

Remittance Advice

700194100000000000017549

AFFP
ADVERTISEMENT FOR BIDS

# Affidavit of Publication

STATE OF IN }
COUNTY OF ELKHART } SS

Meagan Hall, being duly sworn, says:

That she is Advertising Clerk of the Elkhart Truth, a daily newspaper of general circulation, printed and published in Elkhart, Elkhart County, IN; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 29, 2025
May 06, 2025

Publication Fees: $ 169.43

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Meg Hall

Subscribed to and sworn to me this 6th day of May 2025.

Heather Purk, Notary Public 11/22/2030

HEATHER PURK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF VAN BUREN
My Commission Expires November 22, 2030
Acting in the County of Berrien

70019393 71216925

John Feister
Butler, Fairman & Seifert, Inc
500 East 96th St., Suite 500
Indianapolis, IN 46240

ADVERTISEMENT FOR BIDS

REHABILITATE RUNWAY 18-36 PAVEMENT

ELKHART MUNICIPAL AIRPORT
ELKHART, INDIANA

Sealed proposals will be received by the City of Elkhart Board of Aviation Commissioners, "Owner", at the Elkhart Municipal Airport Administration Building, 1211 County Road 6 West, Elkhart, IN 46514, until 4:00 p.m. (local time), on May 28th, 2025, and then will be publicly opened and read aloud. Any bids received later than 4:00 p.m. will be returned unopened.

DESCRIPTION OF WORK: Work for which proposals are to be received is for the rehabilitation of Runway 18-36, approximately 38,000 square yards, including asphalt milling, crack repair, asphalt paving, and necessary incidentals to complete the work as detailed on the Contract Drawings and specified in the Contract Documents titled "Rehabilitate Runway 18-36 Pavement". The Contractor shall provide all labor, equipment, and material necessary to complete the work. All work is located at the Elkhart Municipal Airport.

BID DOCUMENTS: Copies of the Specifications and Contract Documents may be obtained at the office of Butler, Fairman, and Seufert, Inc., 500 East 96th Street, Suite 500, Indianapolis, IN 46240, email LHalloran@BFSEngr.com or call 317-713-4615. Copies of the documents are available for examining at the Elkhart Municipal Airport; and the online planrooms of BXIndiana Construction League, Dodge Construction Network, ConstructConnect™, and at the office of Butler, Fairman, and Seufert, Inc., 500 East 96th Street, Suite 500, Indianapolis, IN 46240.

Copies of the bid documents will be made available through one of the following methods:
- as digital files made available to the plan holder for download at no cost
- as hard copies picked up at the office of the Engineer upon remittance of $150

This remittance is not refundable. Payment shall be by money order or check and shall be made payable to Butler, Fairman, and Seufert, Inc. Bidders are required to be a plan holder of record having obtained the contract documents through the office of the Engineer. Bids not meeting this requirement will be deemed non-responsive.

Bids shall be properly executed and addressed to the owner shown above where bids are to be received together with the documents required by the bid forms, specifications, and related legal documents contained in the Contract Documents.

No Bidder may withdraw his proposal within a period of one hundred twenty (120) days following the date set for the receiving of bids. The Owner reserves the right to retain any and all bids for a period of not more than one hundred twenty (120) days and said bid shall remain in full force and effect during said time. The Owner further reserves the right to waive informalities and to award the Contract to any Bidder all to the advantage of the Owner or to reject all bids.

BID SECURITY: A bid bond with good and sufficient surety issued by a company licensed to do business in the State of Indiana or a certified check on a solvent bank equal to five percent (5%) of the total bid insuring that if the bid is accepted, a contract will be entered into and the performance of its proposal secured.

BONDS: A Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract price will be required.

FEDERAL REQUIREMENTS: The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

1. The proposed contract is under and subject to Executive Order No. 11246 of September 24, 1965, equal opportunity clause, and to Title VI of the Civil Rights Act of 1964.

2. The Bidder must supply all the information required by the bid or proposal form.

INDIANA REQUIREMENTS: Each bid shall be accompanied by bidder's financial statement, a statement of experience, a proposed plan or plans for performing the public work, and the equipment that bidder has available for the performance of the public work. Such statements shall be submitted on forms prescribed by the State Board of Accounts, including Bid Forms 96, together with the required non-collusion affidavit.

Wage rates on the project shall not be less than the prescribed scale of wages as determined in accordance with the most recent Wage Rate Decision of the Secretary of the U.S. Department of Labor, all acts amendatory thereof and supplemental thereto.

A pre-bid conference will be held in the Airport Administration Building at the Elkhart Municipal Airport 1211 County Rd 6 West, Elkhart, IN 46514 on May 20, 2025, at 10:00 a.m.

The Owner reserves the right to reject any and/or all bids and to waive any formalities in the bidding procedure.

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS, ELKHART, INDIANA HSPAXLP

**LaPorte Co Herald Dispatch**
LaPorte Co Herald Dispatch, Rochester Sentinel, Elkhart Truth
PO Box 1200
Paducah, KY 42002-1200

## ADVERTISING INVOICE / STATEMENT



| BILLING DATE | TERMS OF PAYMENT |
|---|---|
| 06/01/2025 | Standard Terms |

| BILLED ACCOUNT NO. | AGENCY/CLIENT |
|---|---|
| 70019410 | 70019410 |

| NAME OF AGENCY/CLIENT |
|---|
| Butler, Fairman & Seifert, Inc |

John Feister
Butler, Fairman & Seifert, Inc
500 East 96th St., Suite 500
Indianapolis, IN 46240

| DATE | AD # | TRANS # | DESCRIPTION | INS. | UNITS | AMOUNT | TOTAL |
|---|---|---|---|---|---|---|---|
| | | | Balance Forward | | | 175.49 | **175.49** |
| 05/06/2025 | 71216925 | 303063197 | ADVERTISEMENT FOR BIDS - 71216925 186ETD1 Elkhart Truth - | 1 | 24.71 in | 84.71 | **260.20** |
| 05/07/2025 | 71215970 | 303065266 | ADVERTISEMENT FOR BIDS - 71215970 187RSD1 Rochester Sentinel - | 1 | 26.49 in | 90.77 | **350.97** |
| 05/27/2025 | | 403243172 | Payment Check 102213 Lockbox Import | | | -175.49 | **175.48** |

| MAY 2025 | AGING | | | |
|---|---|---|---|---|
| | April 2025 | March 2025 | February 2025 | January 2025 |
| $ 175.48 | $ 0.00 | $ 0.00 | $ 0.00 | $ 0.00 |

| TOTAL NET AMOUNT DUE |
|---|
| **$ 175.48** |

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information and return to the address below: [ ] Visa [ ] Mastercard [ ] Discover [ ] American Express
Acct# _____ Exp Date: _____
Signature _____

| BILLED ACCOUNT NO. | BILLED ACCOUNT NAME | AMOUNT DUE |
|---|---|---|
| 150 70019410 | Butler, Fairman & Seifert, Inc | **$ 175.48** |

| REMIT TO |
|---|
| LaPorte Co Herald Dispatch<br>c/o Paxton Media Group<br>PO Box 1200<br>Paducah, KY 42002-1200<br><br>Phone: 270-575-8731<br>Fax: 270-575-8726 |

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150700194100000000000017548

Billing Date
06/02/2025

Remittance Advice

700194100000000000017548

AFFP
ADVERTISEMENT FOR BIDS

# Affidavit of Publication

STATE OF IN }
COUNTY OF ELKHART } SS

Meagan Hall, being duly sworn, says:

That she is Advertising Clerk of the Elkhart Truth, a daily newspaper of general circulation, printed and published in Elkhart, Elkhart County, IN; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 29, 2025
May 06, 2025

Publication Fees: $ 169.43

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Meg Hall

Subscribed to and sworn to me this 6th day of May 2025.

Heather Purk, Notary Public 11/22/2030

HEATHER PURK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF VAN BUREN
My Commission Expires November 22, 2030
Acting in the County of Berrien

70019393 71216925

John Feister
Butler, Fairman & Seifert, Inc
500 East 96th St., Suite 500
Indianapolis, IN 46240

ADVERTISEMENT FOR BIDS

REHABILITATE RUNWAY 18-36 PAVEMENT

ELKHART MUNICIPAL AIRPORT
ELKHART, INDIANA

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DESCRIPTION OF WORK: Work for which proposals are to be received is for the rehabilitation of Runway 18-36, approximately 38,000 square yards, including asphalt milling, crack repair, asphalt paving, and necessary incidentals to complete the work as detailed on the Contract Drawings and specified in the Contract Documents titled "Rehabilitate Runway 18-36 Pavement". The Contractor shall provide all labor, equipment, and material necessary to complete the work. All work is located at the Elkhart Municipal Airport.

BID DOCUMENTS: Copies of the Specifications and Contract Documents may be obtained at the office of Butler, Fairman, and Seufert, Inc., 500 East 96th Street, Suite 500, Indianapolis, IN 46240, email LHalloran@BFSEngr.com or call 317-713-4615. Copies of the documents are available for examining at the Elkhart Municipal Airport; and the online planrooms of BXIndiana Construction League, Dodge Construction Network, ConstructConnect™, and at the office of Butler, Fairman, and Seufert, Inc., 500 East 96th Street, Suite 500, Indianapolis, IN 46240.

Copies of the bid documents will be made available through one of the following methods:
- as digital files made available to the plan holder for download at no cost
- as hard copies picked up at the office of the Engineer upon remittance of $150

This remittance is not refundable. Payment shall be by money order or check and shall be made payable to Butler, Fairman, and Seufert, Inc. Bidders are required to be a plan holder of record having obtained the contract documents through the office of the Engineer. Bids not meeting this requirement will be deemed non-responsive.

Bids shall be properly executed and addressed to the owner shown above where bids are to be received together with the documents required by the bid forms, specifications, and related legal documents contained in the Contract Documents.

No Bidder may withdraw his proposal within a period of one hundred twenty (120) days following the date set for the receiving of bids. The Owner reserves the right to retain any and all bids for a period of not more than one hundred twenty (120) days and said bid shall remain in full force and effect during said time. The Owner further reserves the right to waive informalities and to award the Contract to any Bidder all to the advantage of the Owner or to reject all bids.

BID SECURITY: A bid bond with good and sufficient surety issued by a company licensed to do business in the State of Indiana or a certified check on a solvent bank equal to five percent (5%) of the total bid insuring that if the bid is accepted, a contract will be entered into and the performance of its proposal secured.

BONDS: A Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract price will be required.

FEDERAL REQUIREMENTS: The Owner, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

1. The proposed contract is under and subject to Executive Order No. 11246 of September 24, 1965, equal opportunity clause, and to Title VI of the Civil Rights Act of 1964.

2. The Bidder must supply all the information required by the bid or proposal form.

INDIANA REQUIREMENTS: Each bid shall be accompanied by bidder's financial statement, a statement of experience, a proposed plan or plans for performing the public work, and the equipment that bidder has available for the performance of the public work. Such statements shall be submitted on forms prescribed by the State Board of Accounts, including Bid Forms 96, together with the required non-collusion affidavit.

Wage rates on the project shall not be less than the prescribed scale of wages as determined in accordance with the most recent Wage Rate Decision of the Secretary of the U.S. Department of Labor, all acts amendatory thereof and supplemental thereto.

A pre-bid conference will be held in the Airport Administration Building at the Elkhart Municipal Airport 1211 County Rd 6 West, Elkhart, IN 46514 on May 20, 2025, at 10:00 a.m.

The Owner reserves the right to reject any and/or all bids and to waive any formalities in the bidding procedure.

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS, ELKHART, INDIANA HSPAXLP

City of Elkhart
*Controller's Office*
*229 S Second St*
*Elkhart, IN 46516*

# Budget Adjustment Form

## Requesting Department

**Department:** Aviation

**Date:** 05.08.26

**Requesting Signature:** Andy Jones

## Transfer Request

Please enter affected account lines and amounts below:

| TRANSFER FROM | TRANSFER TO | Amount |
|---|---|---|
| Account: 4500-5-210-4390900 | Account: | 10,214.93 |
| Account Name: AIP | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |
| Account: | Account: | |
| Account Name: | Account Name: | |

☐ **I, the Requestor, have verified that all above "TRANSFER FROM" accounts include adequate budget balance.**

## Controller Office Approval

| Authorized Signature: | Date: |
|---|---|

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** 05/27/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Approval of AIP-42 FAA reimbursement to EKM for IFE**

Please approve the pay request for reimbursement from the FAA to EKM for AIP-42 Runway 18/36 pavement project in the amount of $3,500.00. This reimbursement is for payment we made to Foth Engineering in May 2025 for the Independent Fee Evaluation (IFE) study that was required by the FAA to qualify EKM for the AIP-42 Runway 18/36 pavement project grant. Please also authorize the board president to sign this document.

**Please approve the pay request for the AIP-42 Runway 18/36 pavement project for reimbursement from the FAA to EKM, in the amount of $3,500.00 for the IFE study from Foth Engineering and give authorization for the board president to sign this document.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality

KD

Date 05.27.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shreiner

Doug Thorne Via Teams

**BUTLER, FAIRMAN and SEUFERT, INC.**
**Civil Engineers**
8450 WESTFIELD BLVD., SUITE 300
INDIANAPOLIS, IN 46240-8302

**317 713-4615**
**FAX 317 713-4616**

# LETTER OF TRANSMITTAL

| | | | |
|---|---|---|---|
| DATE | 5/27/26 | JOB NO. | |
| ATTENTION | Mr. Victor Iniguez | | |
| RE: | Elkhart Municipal Airport | | |
| AIP 3-18-0018-042-2025 | | | |
| Rehabilitate Runway 18-36 Pavement - Construction | | | |
| | | | |

TO

Federal Aviation Administration
Chicago Airports District Office
2300 East Devon Avenue
Des Plaines, IL 60018

WE ARE SENDING YOU: ☐ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Sample ☐ Specifications
☐ Copy of letter ☐ Change order ☐

| COPIES | DATE | NO. | DESCRIPTION |
|---|---|---|---|
| 1 | | | Pay Request No. 1 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐
☐ FOR BIDS DUE _____ 20 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

| |
|---|
| F $13,029 |
| S $342.87 |
| L $343.06 |
| T $13,714.93 |
| |
| |

COPY TO Andy Jones, Doug Thorne, Travis Warren

SIGNED: Paul A. Shaffer
Paul Shaffer, P.E.

OMB Number: 4040–0011
Expiration Date: 06/30/2028

# OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

1. TYPE OF REQUEST
- [ ] FINAL
- [x] PARTIAL

2. BASIS OF REQUEST
- [ ] CASH
- [x] ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED
FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY
3-18-0018-042-2025

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
1

6. EMPLOYER IDENTIFICATION NUMBER
35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER
WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST
From: 05/29/2025 To: 05/27/2026

9. RECIPIENT ORGANIZATION

Name: Elkhart Municipal Airport
Street1: 1211 County Road 6 W
Street2:
City: Elkhart
County:
State: IN: Indiana
Province:
Country: USA: UNITED STATES
ZIP / Postal Code: 46514-0000

10. PAYEE (Where check is to be sent if different than item 9)

Name:
Street1:
Street2:
City:
County:
State:
Province:
Country:
ZIP / Postal Code:

11. **STATUS OF FUNDS**

| CLASSIFICATION | PROGRAMS (a) | FUNCTIONS (b) | ACTIVITIES (c) | TOTAL |
|---|---|---|---|---|
| a. Administrative expense | $ | $ | $ | $ |
| b. Preliminary expense | | | | |
| c. Land, structures, right-of-way | | | | |
| d. Architectural engineering basic fees | | | | |
| e. Other architectural engineering fees | | | | |
| f. Project inspection fees | 10,214.93 | | | 10,214.93 |
| g. Land development | | | | |
| h. Relocation expense | | | | |
| i. Relocation payments to individuals and businesses | | | | |
| j. Demolition and removal | | | | |
| k. Construction and project improvement cost | | | | |
| l. Equipment | | | | |
| m. Miscellaneous cost | 3,500.00 | | | 3,500.00 |
| n. Total cumulative to date *(sum of lines a thru m)* | 13,714.93 | | | 13,714.93 |
| o. Deductions for program income | | | | |
| p. Net cumulative to date *(line n minus line o)* | 13,714.93 | | | 13,714.93 |
| q. Federal share to date | 13,029.00 | | | 13,029.00 |
| r. Rehabilitation grants (100% reimbursement) | | | | |
| s. Total Federal share *(sum of lines q and r)* | 13,029.00 | | | 13,029.00 |
| t. Federal payments previously requested | 0.00 | | | 0.00 |
| u. Amount requested for reimbursement | $ 13,029.00 | $ | $ | $ 13,029.00 |
| v. Percentage of physical completion of project | 1.00 % | % | % | 1.00 % |

## 12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | DATE REPORT SUBMITTED |
|---|---|
| Bruce D Shrewier VP | 05/27/2026 |

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | DATE SIGNED |
|---|---|
| Paul A. Shaffer | 05/27/2026 |

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

| | | | WAYS | BASIC FEES | OTHER FEES | | | | AND BUSINESSES | | COST | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | $3,500.00 | | |
| 459 | | | | | | $10,214.93 | | | | | | | | | |
| Y REQ. #1 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $10,214.93 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,500.00 | $0.00 | |
| | | | | | | $169,870.00 | | | | | $1,857,934.64 | | $3,500.00 | | $ |

1

Foth

2815 Taylorsville Road
Louisville, KY
(515) 322-0069
www.foth.com

May 14, 2025

Mr. Andy Jones
Elkhart Municipal Airport
1211 County Road 6
Elkhart, Indiana, 46514

RE: Independent Fee Estimate
Rehabilitate Runway 18-36 Pavement CACI

Mr. Jones:

Thank you for the opportunity to perform Independent Fee Estimates (IFEs) for the above-referenced project. We propose to complete the IFE for a lump sum of $3,500. The IFE will be completed no later than twenty-one (21) calendar days from the execution of the attached agreement. We will utilize the provided Scope of Services document and MS Excel spreadsheets to perform these services.

If this is acceptable, please fill out the information in the attachment and return a copy to my attention. A scanned copy of the agreement is sufficient. Thank you again for the opportunity, and we look forward to working with you.

Sincerely,

Foth Infrastructure & Environment, LLC

Josh Mann
Client Development Leader

cc: File

Foth

# AGREEMENT FOR SERVICES

**Project Title (the "Project"):** Rehabilitate Runway 18-36 Pavement CACI

**FOTH Project Number:**

**CLIENT Project Number: (If applicable)**

This Agreement for Services (hereinafter "Agreement") is made and entered into this 14th day of May, 2025, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and *Elkhart Municipal Airport*, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Elkhart Municipal Airport

Address: 1211 County Road 6, Elkhart, Indiana, 46514

Phone No: (574) 264-5217 Email Address: andy.jones@coel.org

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

Foth will utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimates (IFEs) for the above referenced project.

**Schedule:** Services shall be performed according to the following schedule:

Foth will complete the work within twenty-one (21) calendar days of the execution of this agreement.

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ Lump-Sum in the amount of $3,500.00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Other as stated here:

**Special Conditions (if any):**

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

| CLIENT | | CONSULTANT | |
|---|---|---|---|
| *Signed:* | [signature] | *Signed:* | |
| Name (printed): | W Douglas Thorne | Name (printed): | |
| Title: | Bd. President | Title: | |
| Date: | 05.28.25 | Date: | |
| | | *Signed:* | |
| | | Name (printed): | |
| | | Title: | |
| | | Date: | |

## AGREEMENT FOR SERVICES
## STANDARD TERMS AND CONDITIONS

**1.0 Commencement of Services** - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care** - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**2.0 Client Responsibilities** - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Clients other consultants. Such data and information shall include but not be limited to the following:

a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.

b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

c. Legal counseling services necessary for the Project including legal review of the construction contract documents.

d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry** - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

**3.0 Fees and Payment**

**3.1 Invoice Payment Due** - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments** - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability** - Consultant will maintain the following insurance coverages:

a. Worker's compensation insurance pursuant to state law.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance, if applicable, of $1,000,000 per claim and in the aggregate.

**4.1 Liability Limits** - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) $50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

**4.2 Waiver of Subrogation** - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

**6.0 Hazardous Materials** - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services** - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information** - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions** - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits** - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation** - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment** - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**14.0 Jurisdiction** - This Agreement shall be governed by the laws of the State of the Project.

**15.0 Dispute Resolution** - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non- binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**16.0 Waiver** - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability** - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure** - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

411 6th Avenue SE, Suite 400
Cedar Rapids, IA 52401
(319) 365-9565
www.foth.com

May 27, 2025

Ms. Karen Shaw
Elkhart Municipal Airport
1211 County Road 6
Elkhart, Indiana, 46514

RE: Independent Fee Estimate
Rehabilitate Runway 18-36 CACI

Ms. Shaw:

Foth has completed our Independent Fee Estimate (IFE) for the subject project. Utilizing the fee estimate spreadsheet provided by the Elkhart Municipal Airport Authority, Foth estimated costs associated with the tasks outlined in the accompanying scope of services. A completed spreadsheet with our estimate of the necessary hours is attached, along with documentation of assumptions and methodology utilized in preparation of the IFE.

Please feel free to contact me if you have any questions.

Sincerely,

Foth Infrastructure & Environment, LLC

Josh Mann
*Client Development Leader*

cc: File

**Elkhart Municipal Airport**

Independent Fee Estimate

Runway 18-36 – CACI

Notes, Assumptions, and Methodology

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**General Notes Regarding Comparative Analysis for IFE**

1. We attempted to match our personnel as closely as possible to those described in the provided spreadsheet. If large discrepancy exists in proposed rates, it is possible that we do not classify associates the same way as the proposing consultant, and additional information may need to be provided to accurately represent the efforts necessary for the project.
2. Line items in the spreadsheet highlighted in yellow are items that were included in the scope document, but were not included in the fee spreadsheet. We have added these items to price the work included in the scope document.

**Task 4: Construction Observation**

1. The task to assist the Owner in verifying that the project is acceptable upon completion is include in the scope document under Construction Observation, but is under Warranty Inspection in the spreadsheet. We recommend moving this language to the Warranty Inspection section.

**Task 6: Construction Management Plan**

1. The scope indicates the development of a Construction Management Plan. This effort is not included in the spreadsheet. We have added it to the Construction Observation task.

**Task X: Warranty Inspection**

1. The fee spreadsheet includes a line item for warranty inspection, but it is not included in the scope. We recommend adding language to the scope. We have estimated based on the description in the spreadsheet.

**Task 7: Resident Project Representative (RPR) Services**

1. The language in this section appears to describe the responsibilities of the RPR. We assume that all of the scope included in this section applies to line items On Site Inspection and Punch List Inspection.
2. The spreadsheet includes a line for Contractor Progress Estimates/Pay Applications that is not included in the scope document. We recommend language for this line be added to the scope document. We assumed hours for this item based on the descriptions in the spreadsheet.
3. We assumed full time inspection for the days indicated in the spreadsheet. If this is not the intention, please adjust the hours accordingly.

**Expenses**

1. Legal Notice
   The amount included in the spreadsheet seems appropriate for a legal notice. This can vary based on the community, so we recommend using the number provided.
2. Milage

The milage rate provided in the spreadsheet is below the current federal rate. We did not modify any of the expenses, but recommend using the federal rate.

3. Acceptance Testing
   Acceptance testing was included in the fee spreadsheet, but not documented in the scope. We have not modified the number provided. We recommend adding scope language to account for the acceptance testing.

27-May-25

PERSONNEL-HOUR JUSTIFICATION FOR IFE

Rehabilitate Runway 18-36 Pavement – Construction Services

| DESCRIPTION | HOURS PER TASK | HOURS BY EMPLOYEE | | | | | | | | | LABOR COSTS PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | E-V (Principal) | E-IV | E-III | EA-III (Admin) | E-I | EA-I | FP-V | FP-III Regular | FP-III OT | |
| **Project Administration** | | | | | | | | | | | |
| Prepare up to 1 FAA grant application and 1 pre-application | 4 | | | | 4 | | | | | | $688.00 |
| Prepare up to 12 FAA and INDOT partial pay requests. | 24 | | | | 24 | | | | | | $4,128.00 |
| Prepare up to 8 FAA quarterly reports and 2 annual financial report while the grant remains open | 32 | | | | 32 | | | | | | $5,504.00 |
| Prepare 1 closeout document and transmit report of final findings. | 12 | | 4 | | 8 | | | | | | $2,320.00 |
| Report project status in up to 16 monthly Airport Board meetings. | 64 | | 64 | | | | | | | | $15,104.00 |
| **Subtotal** | 136 | 0 | 68 | 0 | 68 | 0 | 0 | 0 | 0 | 0 | **$27,744.00** |
| **Bid Assistance** | | | | | | | | | | | |
| Prepare advertisement for bids | 2 | | | 2 | | | | | | | $394.00 |
| Circulate plans and specs and manage plan holder list | 4 | | | 4 | | | | | | | $788.00 |
| Conduct pre-bid meeting | 5 | | 1 | 4 | | | | | | | $1,024.00 |
| Conduct bid opening meeting | 2 | | 1 | 1 | | | | | | | $433.00 |
| Prepare bid tabs and recommendation for award | 3 | | 1 | 2 | | | | | | | $630.00 |
| **Subtotal** | 16 | 0 | 3 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | **$3,269.00** |
| **Record Drawings** | | | | | | | | | | | |
| Prepare one set of record drawings based on the contractor's and RPR's information of changes noted during the project. Record drawings shall be drafted in Autocad. | 22 | | 2 | | | 20 | | | | | $2,952.00 |
| **Subtotal** | 22 | 0 | 2 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | **$2,952.00** |
| **Construction Observation** | | | | | | | | | | | |
| Observe the work of the Contractor with a site visit at the preconstruction meeting and at the final inspection. | 16 | | | | | | | 16 | | | $3,008.00 |
| Assist in interpretation of the plans and specifications and make recommendations to the **OWNER** as needed. | 30 | | 20 | | | | | 16 | | | $7,728.00 |
| Review all submittals and shop drawings transmitted by the Contractor. | 30 | | | 40 | | | | 20 | | | $11,640.00 |
| Prepare all contract documents during construction including progress estimates, change orders, Construction Management Report, Report of Final Findings, and correspondence to the Contractor. | 30 | | | 20 | | | | 20 | | | $7,700.00 |
| Review and evaluate Contractor proposals for contract changes and make recommendations to the **OWNER** as to acceptance or rejection. | 20 | | | 8 | | | | 12 | | | $3,832.00 |
| Construction Management Plan | 6 | | 2 | 4 | | | | | | | $1,260.00 |
| **Subtotal** | 132 | 0 | 22 | 72 | 0 | 0 | 0 | 84 | 0 | 0 | **$35,168.00** |
| **Final Construction Record** | | | | | | | | | | | |
| Prepare Report of Final Findings and organize all construction records for transmittal | 30 | | 4 | 16 | | | | | | | $4,096.00 |
| **Subtotal** | 20 | 0 | 4 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | **$4,096.00** |
| **Warranty Inspection** | | | | | | | | | | | |
| Assist the **OWNER** in verifying that the project is acceptable upon completion. | 4 | | 4 | | | | | | | | $944.00 |
| 1- Year onsite Inspection | 16 | | 8 | 8 | | | | | | | $3,464.00 |
| **Subtotal** | 20 | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | **$4,408.00** |
| **Resident Project Representative** | | | | | | | | | | | |
| On Site Inspection (Estimated 32 Days or 5 weeks) | 320 | | | | | | | | 320 | | $50,240.00 |
| Punch List Inspection (Estimated 7 Days or 1 week) | 40 | | | | | | | | 56 | | $8,792.00 |
| Contractor Estimates/ Pay Applications/Certified Payroll Review | 40 | | | | | | | 10 | 10 | | $3,450.00 |
| **Subtotal** | 400 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 386 | 0 | **$62,482.00** |
| **TOTAL HOURS** | 788 | 0 | 111 | 109 | 68 | 20 | 0 | 94 | 386 | 0 | |
| Hourly Rate | | $259.00 | $236.00 | $197.00 | $172.00 | $124.00 | $106.00 | $188.00 | $157.00 | $178.98 | |

| PERSONNEL-HOUR JUSTIFICATION FOR IFE | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Rehabilitate Runway 18-36 Pavement – Construction Services | | | | | | | | | | | |
| Labor Per Employee | | $0.00 | $26,196.00 | $21,473.00 | $11,696.00 | $2,480.00 | $0.00 | $17,672.00 | $60,602.00 | $0.00 | |
| TOTAL | | | | | | | | | | | **$140,119.00** |

**Reimbursable Expenses**

| | | |
|---|---|---|
| Legal Notice | $800.00 | |
| Travel - 40 Trips at 60 miles at $0.49 (Inspection) | $1,170.00 | |
| Travel - 16 Trips at 290 miles at $0.49 (Admin) | $2,250.00 | |
| Acceptance Testing | $28,000.00 | |
| Total Reimbursable Expenses | $32,220.00 | $172,339.00 |

# Accounts Payable Voucher / Check Requisition

**Dept. Name:** AVIATION

**Vendor #** 025016 **Total Claim $** 3,500.00

**Vendor Name:** Foth Infrastructure & Environmental, LLC

**Vendor Address:** Remit address: PO Box 8418

Carol Stream, IL 60197-8418

**Description:** Professional Services fees for Rehabilitate RW 18/36 CACI

This will eventually be reimbursed with an FAA grant later this year

| Account # | Amount $ | Invoice # | Invoice Date | PO # | Complete/Partial (C/P) |
|---|---|---|---|---|---|
| 2206-5-201-4310400 | $ 3,500.00 | 97338 | 06/10/25 | | C |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Claim | $ 3,500.00 | | | | |

**Preparer's Name:** Karen Shaw **Title** Office Manager

**Preparer's Signature** **Date** 6/17/2025
Day/Month/Year

I hereby certify that the attached invoice(s), or bill(s) is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except _____

**Dept. Head's Name:** Andy Jones **Title** Department Head

**Signature:** Andy Jones **Date** 6/17/2025
Month/Day/Year

I hereby certify that the attached invoice(s), or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

**Controller's Name:** Erin Koons **Title** Interim Controller

**Signature:** **Date**
Month/Day/Year

**Invoice**

Foth

REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

*Note: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

June 10, 2025
Project No: 0025E005.00
Invoice No: 97338

Elkhart Municipal Airport
1211 County Road 6
Elkhart, IN 46514

**Invoice Total USD 3,500.00**

Project 0025E005.00 Rehabilitate Runway 18-36 CACI

**Professional Services through June 06, 2025**

**Lump Sum**

| | | | | |
|---|---|---|---|---|
| Total Fee | 3,500.00 | | | |
| Percent Complete | 100.00 | Total Earned | 3,500.00 | |
| | | Previous Fee Billing | 0.00 | |
| | | Current Fee Billing | 3,500.00 | |
| | | **Total Fee** | | **3,500.00** |
| | | | **Total This Invoice** | **USD 3,500.00** |

City of Elkhart Aviation Dept
Karen Shaw
Date Received: 06.17.25

**APPROVED FOR PAYMENT**

DATE: 06.10.25

DESCRIPTION: PS Fees - IFE for RW 18/36

ACCOUNT LINE: 2206-5-201-4310400

PO NO: N/A

APPROVED BY: Andy Jones

2815 Taylorsville Road
Louisville, KY
(515) 322-0069
www.foth.com

May 14, 2025

Mr. Andy Jones
Elkhart Municipal Airport
1211 County Road 6
Elkhart, Indiana, 46514

RE: Independent Fee Estimate
Rehabilitate Runway 18-36 Pavement CACI

Mr. Jones:

Thank you for the opportunity to perform Independent Fee Estimates (IFEs) for the above-referenced project. We propose to complete the IFE for a lump sum of $3,500. The IFE will be completed no later than twenty-one (21) calendar days from the execution of the attached agreement. We will utilize the provided Scope of Services document and MS Excel spreadsheets to perform these services.

If this is acceptable, please fill out the information in the attachment and return a copy to my attention. A scanned copy of the agreement is sufficient. Thank you again for the opportunity, and we look forward to working with you.

Sincerely,

Foth Infrastructure & Environment, LLC

Josh Mann
Client Development Leader

cc: File

Foth

# AGREEMENT FOR SERVICES

Project Title
(the "Project"): Rehabilitate Runway 18-36 Pavement CACI

FOTH Project Number:

CLIENT Project Number:
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this 14th day of May, 2025, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and *Elkhart Municipal Airport*, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: Elkhart Municipal Airport

Address: 1211 County Road 6, Elkhart, Indiana, 46514

Phone No: (574) 264-5217 Email Address: andy.jones@coei.org

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:

Foth will utilize the provided scope of services document and MS Excel spreadsheet to perform Independent Fee Estimates (IFEs) for the above referenced project.

**Schedule:** Services shall be performed according to the following schedule:

Foth will complete the work within twenty-one (21) calendar days of the execution of this agreement.

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☒ Lump-Sum in the amount of $3,500.00

☐ Unit Cost/Time Charges (Standard Rates)

☐ Other as stated here:

**Special Conditions (if any):**

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

| CLIENT | | CONSULTANT | |
|---|---|---|---|
| *Signed:* | | *Signed:* | |
| Name (printed): | W Douglas Thorne | Name (printed): | Josh Mann |
| Title: | Bd. President | Title: | Client Development Leader |
| Date: | 05.28.25 | Date: | 6/6/25 |
| | | *Signed:* | Phil Clark |
| | | Name (printed): | Phil Clark |
| | | Title: | Lead Civil Engineer |
| | | Date: | 6/6/25 |

## AGREEMENT FOR SERVICES
## STANDARD TERMS AND CONDITIONS

**1.0 Commencement of Services** - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care** - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**2.0 Client Responsibilities** - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Clients other consultants. Such data and information shall include but not be limited to the following:

a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.

b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.

c. Legal counseling services necessary for the Project including legal review of the construction contract documents.

d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry** - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

**3.0 Fees and Payment**

**3.1 Invoice Payment Due** - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments** - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability** - Consultant will maintain the following insurance coverages:

a. Worker's compensation insurance pursuant to state law.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

d. Professional liability insurance, if applicable, of $1,000,000 per claim and in the aggregate.

**4.1 Liability Limits** - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) $50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

**4.2 Waiver of Subrogation** - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the forgoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

**6.0 Hazardous Materials** - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services** - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information** - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions** - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits** - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation** - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment** - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**14.0 Jurisdiction** - This Agreement shall be governed by the laws of the State of the Project.

**15.0 Dispute Resolution** - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non- binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**16.0 Waiver** - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability** - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure** - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

411 6th Avenue SE, Suite 400
Cedar Rapids, IA 52401
(319) 365-9565
www.foth.com

May 27, 2025

Ms. Karen Shaw
Elkhart Municipal Airport
1211 County Road 6
Elkhart, Indiana, 46514

RE: Independent Fee Estimate
Rehabilitate Runway 18-36 CACI

Ms. Shaw:

Foth has completed our Independent Fee Estimate (IFE) for the subject project. Utilizing the fee estimate spreadsheet provided by the Elkhart Municipal Airport Authority, Foth estimated costs associated with the tasks outlined in the accompanying scope of services. A completed spreadsheet with our estimate of the necessary hours is attached, along with documentation of assumptions and methodology utilized in preparation of the IFE.

Please feel free to contact me if you have any questions.

Sincerely,

Foth Infrastructure & Environment, LLC

Josh Mann
*Client Development Leader*

cc: File

**Elkhart Municipal Airport**

Independent Fee Estimate

Runway 18-36 – CACI

Notes, Assumptions, and Methodology

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**General Notes Regarding Comparative Analysis for IFE**

1. We attempted to match our personnel as closely as possible to those described in the provided spreadsheet. If large discrepancy exists in proposed rates, it is possible that we do not classify associates the same way as the proposing consultant, and additional information may need to be provided to accurately represent the efforts necessary for the project.
2. Line items in the spreadsheet highlighted in yellow are items that were included in the scope document, but were not included in the fee spreadsheet. We have added these items to price the work included in the scope document.

**Task 4: Construction Observation**

1. The task to assist the Owner in verifying that the project is acceptable upon completion is include in the scope document under Construction Observation, but is under Warranty Inspection in the spreadsheet. We recommend moving this language to the Warranty Inspection section.

**Task 6: Construction Management Plan**

1. The scope indicates the development of a Construction Management Plan. This effort is not included in the spreadsheet. We have added it to the Construction Observation task.

**Task X: Warranty Inspection**

1. The fee spreadsheet includes a line item for warranty inspection, but it is not included in the scope. We recommend adding language to the scope. We have estimated based on the description in the spreadsheet.

**Task 7: Resident Project Representative (RPR) Services**

1. The language in this section appears to describe the responsibilities of the RPR. We assume that all of the scope included in this section applies to line items On Site Inspection and Punch List Inspection.
2. The spreadsheet includes a line for Contractor Progress Estimates/Pay Applications that is not included in the scope document. We recommend language for this line be added to the scope document. We assumed hours for this item based on the descriptions in the spreadsheet.
3. We assumed full time inspection for the days indicated in the spreadsheet. If this is not the intention, please adjust the hours accordingly.

**Expenses**

1. Legal Notice
   The amount included in the spreadsheet seems appropriate for a legal notice. This can vary based on the community, so we recommend using the number provided.
2. Milage

The milage rate provided in the spreadsheet is below the current federal rate. We did not modify any of the expenses, but recommend using the federal rate.

3. Acceptance Testing
   Acceptance testing was included in the fee spreadsheet, but not documented in the scope. We have not modified the number provided. We recommend adding scope language to account for the acceptance testing.

27-May-25

PERSONNEL-HOUR JUSTIFICATION FOR IFE

Rehabilitate Runway 18-36 Pavement – Construction Services

| DESCRIPTION | HOURS PER TASK | HOURS BY EMPLOYEE | | | | | | | | | LABOR COSTS PER TASK |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | E-V (Principal) | E-IV | E-III | EA-III (Admin) | E-I | EA-I | FP-V | FP-III Regular | FP-III OT | |
| **Project Administration** | | | | | | | | | | | |
| Prepare up to 1 FAA grant application and 1 pre-application | 4 | | | | 4 | | | | | | $688.00 |
| Prepare up to 12 FAA and INDOT partial pay requests. | 24 | | | | 24 | | | | | | $4,128.00 |
| Prepare up to 8 FAA quarterly reports and 2 annual financial report while the grant remains open | 32 | | | | 32 | | | | | | $5,504.00 |
| Prepare 1 closeout document and transmit report of final findings. | 12 | | 4 | | 8 | | | | | | $2,320.00 |
| Report project status in up to 16 monthly Airport Board meetings. | 64 | | 64 | | | | | | | | $15,104.00 |
| **Subtotal** | 136 | 0 | 68 | 0 | 68 | 0 | 0 | 0 | 0 | 0 | $27,744.00 |
| **Bid Assistance** | | | | | | | | | | | |
| Prepare advertisement for bids | 2 | | | 2 | | | | | | | $394.00 |
| Circulate plans and specs and manage plan holder list | 4 | | | 4 | | | | | | | $788.00 |
| Conduct pre-bid meeting | 5 | | 1 | 4 | | | | | | | $1,024.00 |
| Conduct bid opening meeting | 2 | | 1 | 1 | | | | | | | $433.00 |
| Prepare bid tabs and recommendation for award | 3 | | 1 | 2 | | | | | | | $630.00 |
| **Subtotal** | 16 | 0 | 3 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | $3,269.00 |
| **Record Drawings** | | | | | | | | | | | |
| Prepare one set of record drawings based on the contractor's and RPR's information of changes noted during the project. Record drawings shall be drafted in Autocad. | 22 | | 2 | | | 20 | | | | | $2,952.00 |
| **Subtotal** | 22 | 0 | 2 | 0 | 0 | 20 | 0 | 0 | 0 | 0 | $2,952.00 |
| **Construction Observation** | | | | | | | | | | | |
| Observe the work of the Contractor with a site visit at the preconstruction meeting and at the final inspection. | 16 | | | | | | | 16 | | | $3,008.00 |
| Assist in interpretation of the plans and specifications and make recommendations to the **OWNER** as needed. | 30 | | 20 | | | | | 15 | | | $7,728.00 |
| Review all submittals and shop drawings transmitted by the Contractor. | 30 | | | 40 | | | | 20 | | | $11,640.00 |
| Prepare all contract documents during construction including progress estimates, change orders, Construction Management Report, Report of Final Findings, and correspondence to the Contractor. | 30 | | | 20 | | | | 20 | | | $7,700.00 |
| Review and evaluate Contractor proposals for contract changes and make recommendations to the **OWNER** as to acceptance or rejection. | 20 | | | 8 | | | | 12 | | | $3,832.00 |
| Construction Management Plan | 6 | | 2 | 4 | | | | | | | $1,260.00 |
| **Subtotal** | 132 | 0 | 22 | 72 | 0 | 0 | 0 | 84 | 0 | 0 | $35,168.00 |
| **Final Construction Record** | | | | | | | | | | | |
| Prepare Report of Final Findings and organize all construction records for transmittal | 30 | | 4 | 16 | | | | | | | $4,096.00 |
| **Subtotal** | 20 | 0 | 4 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | $4,096.00 |
| **Warranty Inspection** | | | | | | | | | | | |
| Assist the OWNER in verifying that the project is acceptable upon completion. | 4 | | 4 | | | | | | | | $944.00 |
| 1-Year onsite Inspection | 16 | | 8 | 8 | | | | | | | $3,464.00 |
| **Subtotal** | 20 | 0 | 12 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | $4,408.00 |
| **Resident Project Representative** | | | | | | | | | | | |
| On Site Inspection (Estimated 32 Days or 5 weeks) | 320 | | | | | | | | 320 | | $50,240.00 |
| Punch List Inspection (Estimated 7 Days or 1 week) | 40 | | | | | | | | 56 | | $8,792.00 |
| Contractor Estimates/ Pay Applications/Certified Payroll Review | 40 | | | | | | | 10 | 10 | | $3,450.00 |
| **Subtotal** | 400 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 386 | 0 | $62,482.00 |
| TOTAL HOURS | 788 | 0 | 111 | 109 | 68 | 20 | 0 | 94 | 386 | 0 | |
| Hourly Rate | | $259.00 | $236.00 | $197.00 | $172.00 | $124.00 | $106.00 | $188.00 | $157.00 | $178.98 | |

| PERSONNEL-HOUR JUSTIFICATION FOR IFE | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Rehabilitate Runway 18-36 Pavement – Construction Services | | | | | | | | | | | |
| Labor Per Employee | | $0.00 | $26,196.00 | $21,473.00 | $11,696.00 | $2,480.00 | $0.00 | $17,672.00 | $60,602.00 | $0.00 | |
| TOTAL | | | | | | | | | | | $140,119.00 |

| | | | |
|---|---|---|---|
| **Reimbursable Expenses** | | | |
| Legal Notice | | $800.00 | |
| Travel - 40 Trips at 60 miles at $0.49 (Inspection) | | $1,170.00 | |
| Travel - 16 Trips at 290 miles at $0.49 (Admin) | | $2,250.00 | |
| Acceptance Testing | | $28,000.00 | |
| | Total Reimbursable Expenses | $32,220.00 | $172,339.00 |

City of Elkhart, Indiana
*the city with a heart*

# MEMORANDUM

**DATE:** **05/28/25**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Runway 18-36 Pavement Rehabilitation Independent Fee Study**

The Airport Director requests approval from the BOAC for an Independent Fee Study (IFE) for the Runway 18-36 Pavement Rehabilitation Project. This study is an FAA requirement for grants of $100,000 or more and must be conducted by a third-party, out-of-state engineering company. The company chosen, Foth Engineering will charge $3,500.00 for this service and is to be paid out of the Aviation budget and reimbursed later from the AIP-38 grant funds. This agreement is pending review and approval by the City Legal Department. Please also approve a member of the BOAC to sign this agreement.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please approve the FAA required Runway 18-36 Pavement Rehabilitation Independent Fee Study.**

Date 05.28.25
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shreve