



**City of Elkhart**  
*Elkhart Municipal Airport*

**BOARD OF AVIATION COMMISSIONERS**  
**Wednesday, November 26, 2025**  
**Elkhart Municipal Airport, First Floor**  
**Administration Building**  
**1211 CR 6 West**  
**Elkhart, IN 46514**

**Meeting AGENDA**

**1. ROLL CALL**

**2. APPROVAL OF AGENDA**

3. Approval of Minutes: October 29, 2025

4. Approval of Claims:

5. Airport Manager's Report:

6. New Business:

a. T-Hangar Leaseholder Agreements.

b. T-Hangar 16 new lease ratification.

c. New 10-unit T-Hangar lease rates.

d. Ratification of Airport Director's signatures on ERS Wireless Scope of Work forms for repairs at control tower due to lightning strikes.

e. Resolution authorizing Airport Director's signatures for quotes & proposals as it relates to the control tower lightning strikes from July 2025.

f. ERS Wireless replacement and installation of radios and antennas in airfield maintenance vehicles.

g. Release agreement with Greg Horein (airport farmer) for damage to the south side rolling gate.

h. Griffen Plumbing & Heating agreement to replace the south side maintenance building boiler heating system with 3 new efficient gas heaters.

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

01.01.23 to 12.31.25

Bruce Shreiner, V.P, Term

07.24.25 to 12.31.27

Tom Shoff, Treasurer, Term

07.14.25 to 12.31.28

Maggie Marnocha, Secretary,  
Term 01.01.25 to 12.31.26





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**Meeting AGENDA Page 2**

New Business Continued:

Rod Roberson  
Mayor

Andy Jones  
Airport Director

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07.14.25 to 12.31.28

Maggie Marnocha, Secretary,

Term 01.01.25 to 12.31.26

- i. Hangar 39, LLC (Lot 39) 20-year land lease extension.
- j. Quote from Tru-Kote Roofing for replacement of hangar 33 roof.
- k. The American Federation of State County & Municipal Employees (AFSCME) new contract approval.
- l. Runway 9/27 joint sealant project progress estimate for Interstate Sealant & Concrete, \$359,793.00.
- m. Progress estimate for 10-unit T-Hangar project for New Tech corporation, \$190,475.00.
- n. AIP-40 partial pay request for FAA reimbursement to EKM, \$6,035.00.
- o. AIP-41 partial pay request for FAA reimbursement to EKM, \$59,000.00.
- p. FY26 FAA grant pre-application approval for land acquisition for Runway 27 approach protection.
- q. FY26 FAA IIJA grant application approval for final phase of 10-unit T-Hangar building.

- 7. Privilege of the Floor
- 8. Adjournment
- 9. **NEXT REGULAR BOAC MEETING 12/31/25 4:00 p.m.**



**Public Meeting of the Board of Aviation Commissioners:  
WEDNESDAY, November 26, 2025 at 4:00pm**

**As always, the public is welcome to attend in-person. Location is:  
Elkhart Municipal Airport  
1211 CR 6W, Elkhart, IN 46514  
1<sup>st</sup> floor Administration building**

**For virtual attendance, to view AND participate\* in the meeting  
Please visit:**

**<https://signin.webex.com/join>  
Join by meeting number: 2310 676 9415  
Meeting password: NovBOAC2025**

**\*In order to participate virtually, you must have your camera on and name displayed.**



City of Elkhart  
Board of Aviation Commissioners Meeting  
October 29, 2025

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:00 pm on Wednesday, October 29, 2025 at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were: Andy Jones, Karen Shaw, Kevin Davis, Paul Shaffer & Ryan Sherwood.

Roll Call: Roll was called. Commissioners Doug Thorne, Bruce Shreiner & Maggie Marnocha were all present. Commissioner Tom Shoff was present via Webex.

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.

Amended Agenda:

N/A

Approval of Minutes:

Mr. Shreiner made a MOTION to approve the minutes of the September 24, 2025 meeting. Mr. Shoff SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:

Mr. Shreiner made a MOTION to approve claims as submitted for \$263,863.72. Mr. Shoff SECONDED the motion. Mr. Shreiner asked about the gutter invoice. Andy advised this was gutter replacement for the Coachman maintenance building, which was badly in need of repair. There being no further discussion, the motion to approve October 2025 claims PASSED unanimously.

Airport Manager's Report:

Andy invited Kevin Davis to speak about the aviation law conference he attended on behalf of Elkhart Municipal Airport. Mr. Davis thanked Andy and the board for allowing him to attend and advised that the conference covered relevant topics such as grants, AIP's and cyber systems programs. Mr. Davis continued that the conference was attended by many large airport operators, but many of the topics discussed applied to smaller airports like ours. Mr. Davis advised he learned a lot and was glad for the opportunity to attend. Andy advised that he was informed a few hours ago that the Runway 9/27 Joint Sealant project was completed. Andy performed a preliminary inspection of a fraction the work and observed that it appeared to be done per the specifications. Andy advised a more thorough inspection will be conducted over the next week or so. Andy advised that two of our airfield maintenance techs have resigned and moved on to other opportunities, so we have two positions open currently. We have conducted several interviews. Two candidates have been extended offers of employment. To date, one of the two candidates, Nathan Hickey, has accepted our offer. Nathan starts work on November 3, 2025. We believe the second employment offer will also be accepted very soon. Because Rick Johnson moved from the position of airfield maintenance tech to supervisor, his former position also needs to be filled. We will continue interviewing candidates until that position is also filled. Andy advised the 10-unit T-Hangar project appears to be moving along at a rapid pace. We continue to reach out to the flying community for prospects. Currently three of the ten hangars have already been spoken for. Andy advised he's been in contact with some corporate clients that are interested in building new hangars here at EKM. As those discussions progress Andy will advise the board. Mr. Thorne asked about the jets parked at near Wheels Up. Andy advised those aircraft are in various stages of maintenance. Wheels up

City of Elkhart  
Board of Aviation Commissioners Meeting  
October 29, 2025

has informed Andy that the Wheels Up fleet is in the process of being replaced with larger aircraft. Once all of the aircraft parked outside are airworthy, they will be sold.

New Business:

Mr. Thorne advised the first item under New Business is the 2026 BOAC meeting dates. Andy asked if the board would like to continue as in previous years to hold the BOAC meetings on the last Wednesday of every month at 4pm. Mr. Shreiner made a MOTION to approve the 2026 meeting dates as the last Wednesday of each month at 4pm. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is ratification of the Airport Director's signature on the new T-Hangar 5 lease. Andy advised that new tenant Scott Baker has an airworthy aircraft and would like to rent T-Hangar 5. Andy requests the board to ratify his signature on the lease and ask the board president to sign the lease. Mrs. Marnocha made a MOTION to ratify Andy's signature and have the board president sign the lease. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is Griffen Plumbing & Heating HVAC maintenance agreement ratification. Andy advised that Johnson Controls had been the HVAC service provider for all departments, but that contract ended and departments were encouraged to seek their own HVAC service providers. Andy advised after speaking to other departments and further research, it was decided that Griffen Plumbing & Heating would be the best choice, and would provide service in the fall of 2025 and spring of 2026 for the administration building, control tower, south side maintenance building and the Coachman maintenance building for an annual cost of \$4,397.00. Andy further requests the board ratify his signature on the agreement, which was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve the Griffen HVAC agreement & to ratify Andy's signature on the agreement. Mr. Shoff SECONDED. Mr. Shoff commented that Griffen has earn a great reputation in this community. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the Griffen Plumbing & Heating HVAC replacement agreement at the north side (Coachman) maintenance building. Andy advised he also sought a quote from Griffen for the replacement of the nonfunctioning heating system in the Coachman maintenance building. Andy advised the current heater is well over 20 years old and is similar to systems used to heat RV plants. Rather than investing in expensive repairs for an old, unreliable, and inefficient system, it made more sense to replace it with 4 smaller heaters. Andy further advised the natural gas service and electrical & wiring, appear to already be in place, drawing Griffen to conclude that what they have proposed was in place prior to the installation of the current system. Andy also asks approval for the board president to sign the agreement which was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve the Griffen agreement to replace the heater in the Coachman maintenance building and for the board president to sign the agreement. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart  
Board of Aviation Commissioners Meeting  
October 29, 2025

Mr. Thorne advised the next item under New Business is widening of the public ramp between Lots 29 & 30. Andy advised Indiana Flight Center (IFC) has proposed widening this ramp to accommodate more aircraft, as airport business continues to grow. IFC suggested that this will improve flow and ease of operations, as well as being a significant improvement for the airport. Andy advised that IFC has offered to donate the cost for design and concrete construction. The city would provide the site preparation when their schedule allows. Andy further advised that this would be a public use area. Andy requests approval to pursue the widening of this public ramp. Mrs. Marnocha made a motion to approve the widening of the public ramp between Lots 29 & 30. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is ratification and approval of quotes from Michiana Contracting, Inc for replacements of damaged Air Traffic Control Tower (ATCT) equipment due to lightning strikes. Andy advised the City's insurance has approved funding and asks the board to approve and ratify the board president's signature on the quotes from Michiana Contracting for replacement of the airfield lighting vault, taxiway fixtures and fire alarm panel. Costs for these items are \$37,897.86. Andy advised this agreement was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve the quotes from Michiana Contracting and ratify the board president's signature on the quotes. Mrs. Marnocha SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is approval of quotes from ER Wireless for replacements of damaged ATCT equipment due to lightning strikes. Andy requests approval for quotes from ER Wireless for replacement of the consoles, recorder, radios and antennas that were destroyed due to the lightning strikes and requests approval for the board president's signature on the quotes. Andy advised this was approved by the City Legal Department. Andy further advised costs for these items are \$286,298.13. A question was asked if these items are under warranty. Andy advised in the affirmative. A question was asked if the rods will be higher than the antennas. Andy advised in the affirmative. A question was asked if there will be training required for the updated equipment for the air traffic controllers. Andy advised that Michael Judd, the air traffic control supervisor is likely familiar with this equipment and it shouldn't be difficult or time consuming for them to get up to speed. Mr. Shreiner made a MOTION to approve the ER Wireless quotes and for the board president to sign the quotes. Mrs. Marnocha SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is ratification of Runway 9/27 notice to proceed form for Interstate Sealant & Concrete, Inc. Andy advised this notice needed to be signed in a timely manner in order to get this project started before the fall temperatures could adversely affect the joint caulking. Too low a temperature at the time of application, could affect the life span of the joint caulking. Andy asked the board to ratify his signature on the agreement, which was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve ratification of Andy's signature on the notice to proceed form. Mrs. Marnocha SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is ratification of the Runway 9/27 Reith-Riley agreement. Andy advised that during the preconstruction meeting with Interstate Sealant & Concrete, Inc. we agreed to allow them to work at night in order to diminish the inconvenience to our tenants by closing the runway during peak use daylight hours. Working at night on the project heightens the requirement of lighted X's, for safety. Andy further advised that in addition to issuing a runway closure

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NOTAM, lighted Xs are placed on each end of a runway during both day and night, to indicate that a runway is closed to aircraft. Andy further advised that Reith-Riley was the only company in the area that had these available for rent, and he asks the board to approve this rental agreement and to ratify the board president's signature on the agreement, which was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve the Reith-Riley rental agreement for Lighted X's and to ratify the board president's signature on the agreement. Mrs. Marnocha SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is AIP-40 pay request for BF&S invoice for the 10-unit T-Hangar & Taxi Lane project in the amount of \$3,725.00. Andy indicated that Butler, Fairman, & Seufert (BF&S) have incurred engineering fees for this project and requests the board's approval for this invoice and for the board president to sign the letter of transmittal. Andy advised this was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve the BF&S invoice for AIP-40 for \$3,725.00 and for the board president to sign the letter of transmittal. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is AIP-40 pay request for New Tech invoice for the 10-unit T-Hangar & Taxi Lane project in the amount of \$29,164.00. Andy advised this is for work done by New Tech for the hangar project and requests the board's approval to pay this invoice and for the board president to sign the letter of transmittal. Mr. Shaffer further advised that this depletes the funding in AIP-40 and this project will now be funded under AIP-41. Andy further advised this was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve the New Tech invoice for AIP-40 for \$29,164.00 and for the board president to sign the letter of transmittal. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is AIP-41 pay request for New Tech invoice for the 10-unit T-Hangar & Taxi Lane project in the amount of \$207,253.00. Andy advised this is for work done by New Tech for the hangar project and requests the board's approval to pay this invoice and for the board president to sign the letter of transmittal. Mr. Shaffer further advised this project will now be funded under AIP-41. Andy advised this was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve the New Tech invoice for AIP-41 for \$207,253.00 and for the board president to sign the letter of transmittal. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the SF425 federal financial report approval & signature for AIP-40, AIP-41 & AIP-42. Mr. Shaffer advised this form is an annual financial report required by the FAA and is a summary of each of the open grants, which currently is for AIP-40 (10-unit T-Hangar project), AIP-41 (continuation of the 10-unit T-Hangar project) and AIP-42 (Runway 18/36 Rehabilitation project). Mr. Shaffer requests the board's approval for submission of this form to the FAA and for the board president to sign the form. Andy advised this was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve the SF425 federal financial report and for the board president to sign the form. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart  
Board of Aviation Commissioners Meeting  
October 29, 2025

Mr. Thorne advised the next item under New Business is AIP-40 partial pay request for FAA reimbursement to EKM for the 10-unit T-Hangar & Taxi Lane project in the amount of \$32,889.00. Andy advised this is a reimbursement from the FAA to EKM for the 10-unit T-Hangar project and requests the board's approval to accept and for the board president to sign the letter of transmittal. Andy advised this was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve FAA reimbursement to EKM for AIP40 in the amount of \$32,889.00 and for the board president to sign the letter of transmittal. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is AIP-40 change order #1 for the addition of the firewall required by the State design release in the amount of \$74,030.00. Mr. Shaffer advised the addition of the firewall was required in order to start the 10-unit T-Hangar project, but since this was not part of the initial plan, this change order for the addition of the firewall needs to be approved. Mr. Shaffer requests the board's approval for this change order and for the board president to sign the form. Andy advised that the amount requested does not exceed what was budgeted for change orders and that this was approved by the City Legal Department. Mrs. Marnocha made a MOTION to approve the AIP-40 change order for the firewall in the amount of \$74,030.00 and for the board president to sign the form. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is approval of submission of the draft of the FY 2026-2031 Capital Improvement Plan (CIP) with modifications. Andy advised that it was a privilege to be one of the airports selected to meet in Indy with the FAA and INDOT to discuss our CIP. Andy advised he attended this meeting along with Megan Erwin, Mayor Roberson's Chief of Staff, and it went very well. Mr. Shaffer added that the FAA and State were pleased to learn about the many locally funded airport improvements. Knowledge that the local community financially supports airport projects that do not qualify for grant funding can help earn federal and state discretionary dollars when available. Andy requests approval from the board for submission of this CIP and added that this was approved by the City Legal Department. Mr. Shreiner made a MOTION to approve the submission of the FY 2026-2031 CIP with modifications. Mrs. Marnocha SECONDED. There being no further discussion, the motion PASSED unanimously. (Please see addition at the end of these minutes for CIP plan summary & diagram).

Privilege of the Floor:

Mr. Thorne opened comments. Mr. Shoff offered an invitation for anyone interested to attend a speaking engagement by the South Bend International Airport's director at the Rotary club on Monday, November 17, 2025 at noon.

Adjournment:

Mr. Shreiner made a MOTION to adjourn. Mrs. Marnocha SECONDED. There being no further discussion the meeting was ADJOURNED.

Next regular BOAC meeting is scheduled for Wednesday, November 26, 2025 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via Webex.

Respectfully Submitted,

  
\_\_\_\_\_  
Maggie Marnocha, BOAC Secretary

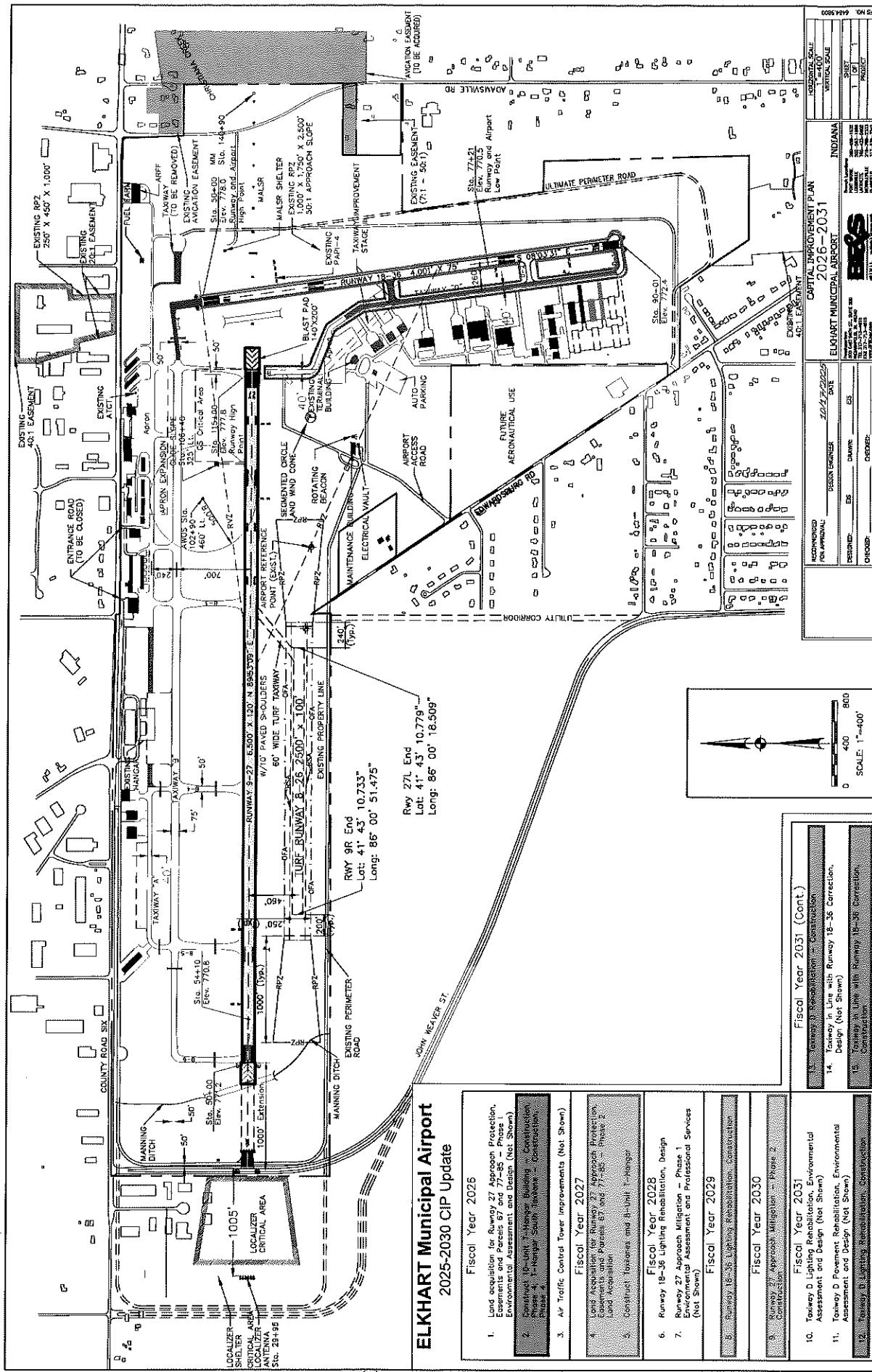
11.26.25

\_\_\_\_\_  
Date



**Elkhart Municipal Airport**  
**2027-2031 Capital Improvement Plan (Include funding for 2026 Projects)**  
**"Priority & Funding Summary"**

<b>Fiscal Year 2026</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
1	Land Acquisition for Runway 27 Approach Protection, Easements and Parcels 67 and 77-85 - Phase 1 Environmental Assessment and Design	1	\$ 171,000	\$ 4,500	\$ 4,500	\$ 180,000	79	
2	Construct 10-Unit T-Hangar Building - Construction, Phase 4; T-Hanger South Taxilane - Construction, Phase 4	IIJA	\$ 282,000	\$ 7,421	\$ 7,421	\$ 296,842	67	
3	Air Traffic Control Tower Improvements	IIJA	\$ 25,175	\$ -	\$ 1,325	\$ 26,500	69	pursuing ATP funds
		<b>Subtotal for Fiscal Year 2026=</b>		\$ 478,175	\$ 11,921	\$ 13,246	\$ 503,342	
<b>Fiscal Year 2027</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
4	Land Acquisition for Runway 27 Approach Protection, Easements and Parcels 67 and 77-85 - Phase 2 Land Acquisition	1	\$ 374,504	\$ 9,855	\$ 9,855	\$ 394,215	79	
5	Construct Taxilanes and 8-Unit T-Hangar	2	\$ -	\$ 1,367,886	\$ 1,367,886	\$ 2,735,772	67	Type 2 funding, if available
		<b>Subtotal for Fiscal Year 2027=</b>		\$ 374,504	\$ 1,377,741	\$ 1,377,741	\$ 3,129,987	
<b>Fiscal Year 2028</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
6	Runway 18-36 Lighting Rehabilitation, Design	1	\$ 122,283	\$ 6,794	\$ 6,794	\$ 135,870	81	
7	Runway 27 Approach Mitigation - Phase 1 Environmental Assessment and Professional Services	1	\$ 54,000	\$ 3,000	\$ 3,000	\$ 60,000		new project
		<b>Subtotal for Fiscal Year 2028=</b>		\$ 176,283	\$ 9,794	\$ 9,794	\$ 195,870	
<b>Fiscal Year 2029</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
8	Runway 18-36 Lighting Rehabilitation, Construction	1	\$ 924,488	\$ 51,360	\$ 51,360	\$ 1,027,209	82	
		<b>Subtotal for Fiscal Year 2029=</b>		\$ 924,488	\$ 51,360	\$ 51,360	\$ 1,027,209	
<b>Fiscal Year 2030</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
9	Runway 27 Approach Mitigation - Phase 2 Construction	1	\$ 450,000	\$ 25,000	\$ 25,000	\$ 500,000		new project
		<b>Subtotal for Fiscal Year 2030=</b>		\$ 450,000	\$ 25,000	\$ 25,000	\$ 500,000	
<b>Fiscal Year 2031</b>								
Priority	Project Description (1) Denotes NPE Funds Committed to Project	Funding Type	Federal Funds	State Matching Funds	Local Matching Funds	Total Cost	Approx. NPIAS Rating	General Comments & Notes
10	Taxiway D Lighting Rehabilitation, Environmental Assessment & Design	1	\$ 140,850	\$ 7,825	\$ 7,825	\$ 156,500	76	
11	Taxiway D Pavement Rehabilitation, Environmental Assessment & Design	1	\$ 120,600	\$ 6,700	\$ 6,700	\$ 134,000	77	
12	Taxiway D Lighting Rehabilitation, Construction	1	\$ 730,935	\$ 40,608	\$ 40,608	\$ 812,150	76	
13	Taxiway D Rehabilitation - Construction	1	\$ 901,359	\$ 50,076	\$ 50,076	\$ 1,001,510	78	
14	Taxiway in Line with Runway 18-36 Correction, Design	1	\$ 112,500	\$ 6,250	\$ 6,250	\$ 125,000	70	
15	Taxiway in Line with Runway 18-36 Correction, Construction	1	\$ 615,272	\$ 34,182	\$ 34,182	\$ 683,635	71	
		<b>Subtotal for Fiscal Year 2031=</b>		\$ 2,621,516	\$ 145,640	\$ 145,640	\$ 2,912,795	
		<b>Total Type #1 only for Years 2026-2031=</b>		\$ 4,717,791	\$ 246,149	\$ 246,149	\$ 5,210,089	
		<b>Total Type #2 only for Years 2026-2031=</b>		\$ -	\$ 1,367,886	\$ 1,367,886	\$ 2,735,772	
		<b>Total IIJA only for Years 2026-2031=</b>		\$ 282,000	\$ 7,421	\$ 7,421	\$ 296,842	
		<b>Total Requests for Years 2026-2031=</b>		\$ 4,999,791	\$ 1,621,456	\$ 1,621,456	\$ 8,242,703	Does not include Tower funds request



# 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.

November 24<sup>th</sup>, 2025



ERIN KOONS- INTERIM CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$104,899.70** 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 26TH DAY OF NOVEMBER 2025 BY:

PRESIDENT

  
DOUG THORNE

VICE PRESIDENT

  
BRUCE SHREINER

SECRETARY

  
MAGGIE MARNOWCHA

TREASURER

  
TOM SHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart  
Controller's Office





City of Elkhart

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 1DX6-VRRT-X3CK		11/26/2025	Small tools & office supplies	2206-5-201-4210500	132.75 ✓
			ExpObject 4210500 - Office Supplies Total:		132.75 ✓
ExpObject: 4220150 - Operating Supplies					
HAWKINS WATER TECH, INC 1069188		11/26/2025	Cooler Rent	2206-5-201-4220150	12.50 ✓
EMERGENCY RADIO SERVICE, 522313		11/26/2025	Radio for snow broom	2206-5-201-4220150	1,823.68 ✓
EMERGENCY RADIO SERVICE, 522313		11/26/2025	Radio for snow broom	2206-5-201-4220150	89.64 ✓
Menard, INC 88913		11/26/2025	Op & Household supplies	2206-5-201-4220150	289.33 ✓
ULINE, INC. 200396037		11/26/2025	LIQUID ICE MELT FOR AIRPOR	2206-5-201-4220150	603.47 ✓
HAWKINS WATER TECH, INC 29243TO		11/26/2025	Water delivery for maint dept	2206-5-201-4220150	55.30 ✓
			ExpObject 4220150 - Operating Supplies Total:		2,873.92 ✓
ExpObject: 4220210 - Gasoline					
Yoder Oil Company Inc INV-925646		11/26/2025	Fuel for maint vehicles	2206-5-201-4220210	3,711.16 ✓
			ExpObject 4220210 - Gasoline Total:		3,711.16 ✓
ExpObject: 4220250 - Garage & Motor Supplies					
Menard, INC 89812		11/26/2025	Garage/clothing/household s	2206-5-201-4220250	79.95 ✓
			ExpObject 4220250 - Garage & Motor Supplies Total:		79.95 ✓
ExpObject: 4220310 - Household, Laundry, & Cleaning					
Menard, INC 88443		11/26/2025	Janitorial supplies	2206-5-201-4220310	22.38 ✓
Menard, INC 88913		11/26/2025	Op & Household supplies	2206-5-201-4220310	12.90 ✓
Menard, INC 89714		11/26/2025	Janitorial supplies	2206-5-201-4220310	430.05 ✓
Menard, INC 89812		11/26/2025	Garage/clothing/household s	2206-5-201-4220310	107.84 ✓
			ExpObject 4220310 - Household, Laundry, & Cleaning Total:		573.17 ✓
ExpObject: 4220311 - Clothing & Outerwear					
MICHIANA OUTDOOR LLC #132527		11/26/2025	Nathan Hickey winter jackets	2206-5-201-4220311	224.08 ✓
MICHIANA OUTDOOR LLC #132531		11/26/2025	Steve Balk winter jackets	2206-5-201-4220311	212.38 ✓
MICHIANA OUTDOOR LLC #132710		11/26/2025	David (Brian) Baker winter coa	2206-5-201-4220311	216.88 ✓
MICHIANA OUTDOOR LLC #132711		11/26/2025	Rick Johnson winter coat	2206-5-201-4220311	138.59 ✓
Menard, INC 89812		11/26/2025	Garage/clothing/household s	2206-5-201-4220311	31.98 ✓
Menard, INC 89957		11/26/2025	Bldg mat, clothing	2206-5-201-4220311	89.97 ✓
			ExpObject 4220311 - Clothing & Outerwear Total:		913.88 ✓
ExpObject: 4220320 - Medical Supplies					
CINTAS CORP #2 - FIRST AID & 5299632108		11/26/2025	1st aid kit refills	2206-5-201-4220320	8.15 ✓
CINTAS CORP #2 - FIRST AID & 9344871103		11/26/2025	Eyewash station	2206-5-201-4220320	99.18 ✓
			ExpObject 4220320 - Medical Supplies Total:		107.33 ✓
ExpObject: 4230110 - Building Materials					
AAA COMMERCIAL & RESIDE 119423		11/26/2025	Casters for repairs of admin bl	2206-5-201-4230110	4,000.00 ✓
Menard, INC 89686		11/26/2025	Bldg materials	2206-5-201-4230110	46.87 ✓
Menard, INC 89957		11/26/2025	Bldg mat, clothing	2206-5-201-4230110	1,499.88 ✓
			ExpObject 4230110 - Building Materials Total:		5,546.75 ✓
ExpObject: 4230124 - Asphalt, Tar					
KEYSTONE COOPERATIVE, INC 405003073		11/26/2025	Urea	2206-5-201-4230124	1,897.10 ✓
KEYSTONE COOPERATIVE, INC 405003147		11/26/2025	Urea	2206-5-201-4230124	250.00 ✓
			ExpObject 4230124 - Asphalt, Tar Total:		2,147.10 ✓
ExpObject: 4230300 - Small Tools & Minor Equipment					
AMAZON CAPITAL SERVICES I 1DX6-VRRT-X3CK		11/26/2025	Small tools & office supplies	2206-5-201-4230300	119.69 ✓
Menard, INC 89620-01		11/26/2025	Small tools for maint dept	2206-5-201-4230300	307.00 ✓
			ExpObject 4230300 - Small Tools & Minor Equipment Total:		426.69 ✓
ExpObject: 4310400 - Professional Services					
SHOFF SECURITY SERVICES , I 159061		11/26/2025	This fee is used to cover proce	2206-5-201-4310400	15.00 ✓



**Expense Approval Report**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHOFF SECURITY SERVICES , I	159098	11/26/2025	Pass code fee for Baker	2206-5-201-4310400	15.00
			ExpObject 4310400 - Professional Services Total:		30.00
<b>ExpObject: 4320300 - Travel</b>					
Karen Shaw	INV0011531	11/26/2025	Mileage reimb, travel to City B	2206-5-201-4320300	53.69
			ExpObject 4320300 - Travel Total:		53.69
<b>ExpObject: 4360100 - Repairs &amp; Maintenance</b>					
GRIFFEN PLUMBING & HEATI	SCPAY002501	11/26/2025	Airport annual HVAC mainten	2206-5-201-4360100	4,397.00
4T DOOR SYSTEMS INC	2151-1J	11/26/2025	Emergency door installation	2206-5-201-4360100	7,265.00
4T DOOR SYSTEMS INC	16252	11/26/2025	Service for frayed electrical ca	2206-5-201-4360100	735.00
			ExpObject 4360100 - Repairs & Maintenance Total:		12,397.00
<b>ExpObject: 4360400 - Maintenance Contracts</b>					
CINTAS CORP.	4247917348	11/26/2025	Uniform cleaning contract	2206-5-201-4360400	29.40
SHOFF SECURITY SERVICES , I	158941	11/26/2025	Quarterly Monitoring, maint	2206-5-201-4360400	208.50
CINTAS CORP.	4248642400	11/26/2025	Uniform cleaning	2206-5-201-4360400	26.36
CINTAS CORP.	4249373834	11/26/2025	Uniform cleaning	2206-5-201-4360400	225.87
CINTAS CORP.	4250008918	11/26/2025	Uniform cleaning contract	2206-5-201-4360400	25.90
			ExpObject 4360400 - Maintenance Contracts Total:		516.03
<b>ExpObject: 4370200 - Equipment Rental</b>					
Ricoh USA, Inc	5072258343	11/26/2025	Copies Oct 2025	2206-5-201-4370200	14.51
			ExpObject 4370200 - Equipment Rental Total:		14.51
<b>ExpObject: 4390200 - Postage</b>					
Karen Shaw	INV0011532	11/26/2025	Reimb for book of stamps for	2206-5-201-4390200	15.60
			ExpObject 4390200 - Postage Total:		15.60
<b>ExpObject: 4390900 - Other Services &amp; Charges</b>					
FOX FIRE SAFETY INC	153066	11/26/2025	Fire Extinguishers service han	2206-5-201-4390900	430.70
CS INNOVATIONS, LLC	13135	11/26/2025	Port toilet damages	2206-5-201-4390900	204.00
FOX FIRE SAFETY INC	153220	11/26/2025	Fire Extinguisher service hang	2206-5-201-4390900	189.85
			ExpObject 4390900 - Other Services & Charges Total:		824.55
			Fund 2206 - AVIATION Total:		30,364.08
<b>Fund: 4500 - AVIATION FEDERAL</b>					
<b>ExpObject: 4390900 - Other Services &amp; Charges</b>					
BUTLER, FAIRMAN AND SEUF	109924	11/26/2025	Fees for AIP-40 (10-unit T-Hgr)	4500-5-210-4390900	6,035.00
NEW TECH CORP	PE#7	11/26/2025	Fees for AIP-41 (remainder ou	4500-5-210-4390900	59,000.00
			ExpObject 4390900 - Other Services & Charges Total:		65,035.00
			Fund 4500 - AVIATION FEDERAL Total:		65,035.00
			Grand Total:		95,399.08



## Fund Summary

Fund	Expense Amount
2206 - AVIATION	30,364.08
4500 - AVIATION FEDERAL	65,035.00
Grand Total:	95,399.08

## Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	132.75
2206-5-201-4220150	Operating Supplies	2,873.92
2206-5-201-4220210	Gasoline	3,711.16
2206-5-201-4220250	Other Garage & Motor S	79.95
2206-5-201-4220310	Household, Laundry, & C	573.17
2206-5-201-4220311	Clothing & Outerwear	913.88
2206-5-201-4220320	Medical, Surgical	107.33
2206-5-201-4230110	Building Materials	5,546.75
2206-5-201-4230124	Asphalt, Tar	2,147.10
2206-5-201-4230300	Small Tools & Minor Equ	426.69
2206-5-201-4310400	Professional Services	30.00
2206-5-201-4320300	Travel	53.69
2206-5-201-4360100	Repairs & Maint - Bldg	12,397.00
2206-5-201-4360400	Maintenance Contract	516.03
2206-5-201-4370200	Equipment Leases	14.51
2206-5-201-4390200	Postage	15.60
2206-5-201-4390900	Other Services & Charge	824.55
4500-5-210-4390900	Other Services & Charge	65,035.00
Grand Total:		95,399.08

## Project Account Summary

Project Account Key	Expense Amount
**None**	95,399.08
Grand Total:	95,399.08





City of Elkhart

City of Elkhart

## Expense Approval Report

By Fund

Payment Dates 10/22/2025 - 11/23/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2206 - AVIATION</b>					
<b>ExpObject: 4320300 - Travel</b>					
Andrew Jones	INV0010935	10/24/2025	Mileage reimb for FAA meetin	2206-5-201-4320300	233.10
Andrew Jones	INV0011093	10/31/2025	Lunch receipt for travel for FA	2206-5-201-4320300	13.35
					<b>ExpObject 4320300 - Travel Total:</b>
					246.45
<b>ExpObject: 4320400 - Telephone &amp; Communication</b>					
COMCAST CABLE	INV0011404	11/14/2025	8771402050907961 1211 C	2206-5-201-4320400	195.49
					<b>ExpObject 4320400 - Telephone &amp; Communication Total:</b>
					195.49
<b>ExpObject: 4350100 - Electricity</b>					
Indiana Michigan Power Com	INV0010911	10/24/2025	04240948119 1211 CR 6W	2206-5-201-4350100	4,314.49
Indiana Michigan Power Com	INV0011558	11/21/2025	04240948119 1211 CR 6W	2206-5-201-4350100	4,190.69
					<b>ExpObject 4350100 - Electricity Total:</b>
					8,505.18
<b>ExpObject: 4350200 - Natural Gas</b>					
Northern Indiana Public Servl	INV0011396	11/14/2025	7375580016 1321 CR 6W	2206-5-201-4350200	98.52
Northern Indiana Public Servl	INV0011397	11/14/2025	6440000093 1211 CR 6W	2206-5-201-4350200	300.24
					<b>ExpObject 4350200 - Natural Gas Total:</b>
					398.76
<b>ExpObject: 4350400 - Water &amp; Sewer</b>					
ELKHART PUBLIC UTILITIES	INV0011393	11/14/2025	1203335800 1205 CR 6W, 2	2206-5-201-4350400	14.35
ELKHART PUBLIC UTILITIES	INV0011394	11/14/2025	1203335600 1139 CR 6W	2206-5-201-4350400	69.52
ELKHART PUBLIC UTILITIES	INV0011395	11/14/2025	1203336003 1211 CR 6W	2206-5-201-4350400	70.87
					<b>ExpObject 4350400 - Water &amp; Sewer Total:</b>
					154.74
<b>Fund 2206 - AVIATION Total:</b>					
					<b>Grand Total:</b>
					9,500.62

OctCable - ~~145.49~~ 321.65

POTS -

Phone - 58.41 (Sept)  
58.62 (Oct)

EFax - 4.06

Dept cell - 82.26

Nov

Cable - 195.49 ✓

POTS -

Phone - 58.83 ✓

EFax - 4.06 ✓

Dept cell - 81.82 ✓



**Report Summary****Fund Summary**

Fund	Payment Amount
2206 - AVIATION	9,500.62
Grand Total:	<hr/> 9,500.62

**Account Summary**

Account Number	Account Name	Payment Amount
2206-5-201-4320300	Travel	246.45
2206-5-201-4320400	Telephone & Communic	195.49
2206-5-201-4350100	Electricity	8,505.18
2206-5-201-4350200	Natural Gas	398.76
2206-5-201-4350400	Water & Sewer	154.74
	Grand Total:	<hr/> 9,500.62

**Project Account Summary**

Project Account Key	Payment Amount
**None**	9,500.62
Grand Total:	<hr/> 9,500.62



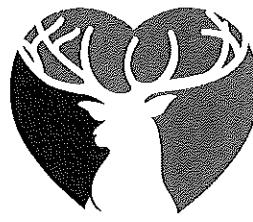
*Department of Law*

John M. Espar  
*Corporation Counsel*

Rose Rivera  
*City Attorney*

Kevin Davis  
*Deputy City Attorney*

Maria L. Leon  
*Paralegal*



**City of Elkhart**

*City with a Heart*

Rod Roberson  
*Mayor*

**City Hall**  
229 S. Second St.  
Elkhart, Indiana 46516

Fax: 574.522.6794  
Tel: 574.294.5471 Ext. 1057 or 1059

[www.elkhartindiana.org](http://www.elkhartindiana.org)

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**MEMORANDUM**

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Date: November 26, 2025

To: The Board of Aviation Commissioners

From: Kevin Davis, Deputy City Attorney

Re: T-Hangar Leasehold Agreements

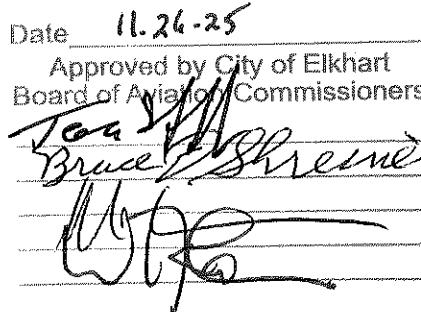
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From time to time, the Elkhart Municipal Airport may need to enter into T-Hangar leasehold agreements to rent T-Hangar space to potential and current leaseholders. At those times, the Board of Aviation Commissioners contracts with those potential and current leaseholders. Each of those contracts is reviewed by the Board's attorney who approves said contracts prior to the Board's execution of said contracts.

There are instances when these leasehold contracts are ready for Board approval and the next scheduled Board meeting is several weeks away. These instances are sometimes unpredictable and difficult to anticipate.

In these situations, the Airport Manager is available to review these T-Hangar leasehold agreements with the Board's attorney and determine the financial feasibility of said agreements. It would be beneficial to the effective and efficient operation of the Elkhart Municipal Airport to authorize the Airport Manager to be a signatory for the execution of T-Hangar leasehold agreements with potential and current tenants and that the Board's attorney approval of said agreements. The Board must ratify said agreements signed by the Airport Manager at its next meeting. This authorization shall expire on December 31, 2026.

**Please approve the attached Resolution authorizing the Airport Manager to approve leasehold contracts.**

Date 11.26.25  
Approved by City of Elkhart  
Board of Aviation Commissioners  




**A RESOLUTION OF THE BOARD OF AVIATION COMMISSIONERS OF THE CITY  
OF ELKHART, INDIANA, TO DESIGNATE AND AUTHORIZE THE AIRPORT  
MANAGER TO EXECUTE T-HANGAR LEASEHOLD AGREEMENTS ON BEHALF  
OF THE BOARD OF AVIATION COMMISSIONERS**

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WHEREAS, the City of Elkhart, Indiana, is a municipal corporation;

WHEREAS the City of Elkhart, by and through its Board of Aviation Commissioners owns T- Hangar spaces located at the Elkhart Municipal Airport;

WHEREAS, the Board of Aviation Commissioners (“Board”) is authorized to enter into T- Hangar leasehold agreements on behalf of the City;

WHEREAS, from time to time the Elkhart Municipal Airport, may need enter into T- Hangar leasehold contracts;

WHEREAS, these said T-Hangar leasehold agreements are month to month in duration and the tenant cannot take possession until the leasehold agreement has been approved by the Board;

WHEREAS, there are times when the Board may be unavailable to immediately approve a T-Hangar leasehold agreement;

WHEREAS, there are times when hangar leasehold contracts must be executed to ensure the airport T-Hangar space is utilized efficiently;

WHEREAS, the Board’s attorney approves those leasehold contracts prior to the execution of same; and



WHEREAS, the Airport Manager is available to review leasehold contracts with the Board's attorney and determine the feasibility of said contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF AVIATION COMMISSIONERS OF THE CITY OF ELKHART, THAT the Airport Manager, is hereby designated by the Board as the authorized signatory for the execution of any hanger leasehold contracts provided said contracts are approved by the Board's attorney. The Board must ratify those said contracts signed by the Airport Manager at its next meeting. This resolution expires on December 31, 2026.

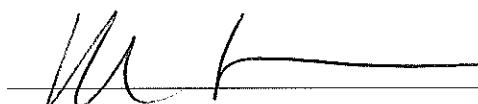
RESOLVED this 26<sup>th</sup> day of November 2025.



Douglas Thorne, President



Bruce Shreiner, Vice President

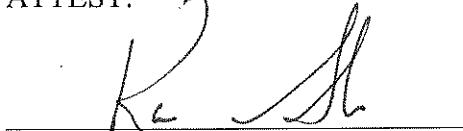


Margaret Marnocha, Secretary



Tom Shoff, Treasurer

ATTEST:



Karen Shaw, Secretary

Board of Aviation Commissioners





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## MEMORANDUM

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**DATE:** 11/26/25

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Ratify Airport Director's Signature on T-Hangar 16 lease**

The Elkhart Municipal Airport has rented T-Hangar 16 to new tenant Chris Phenis. 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,

A handwritten signature in black ink that reads "Andy Jones".

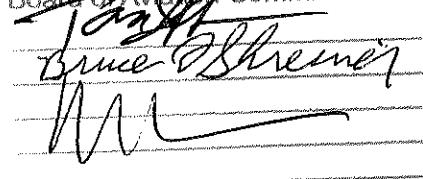
Andy Jones  
Airport Director

**Please ratify the Airport Director's signature on new T-Hangar 16 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 16 lease effective November 1, 2025.**

Date

11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

Handwritten signatures of the Board of Aviation Commissioners. The top signature is "Tom" and the bottom signature is "Bruce O'Brien". There is also a signature that appears to be "M" at the bottom.



T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1<sup>st</sup> day of November 2025, by and between Elkhart Board of Aviation Commissioners ("Lessor"), and Chris Phenis ("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 16 (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 Luscombe Model 8A Registration Number N45903

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: 58658 CR 9  
Elkhart, IN 46517

LESSOR  
Airport Manager

LESSEE SIGNATURE: Christopher Phens

Christopher Phens  
10/31/2025

By: Andy Jones

Printed Name: Andy Jones

Phone #: Cell: 270-312-8845

BOAC Member: Doug Thorne  
Doug Thorne  
BOAC President

Email: [cjschoolness@gmail.com](mailto:cjschoolness@gmail.com)

Combo Code: REDACTED FOR SCAN





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

---

**MEMORANDUM**

---

**DATE:** 11/26/25  
**TO:** The Board of Aviation Commissioners  
**FROM:** Andy Jones, Airport Director  
**RE:** Approval of 10-unit T-Hangars lease rates

Please approve the new 10-unit T-Hangars lease rates of \$400.00 per month for hangars 71-78, and \$600.00 per month for hangars 70 and 79.

- Please approve the new 10-unit T-Hangars lease rates of \$400.00 per month for hangars 71-78 and \$600.00 per month for hangars 70 and 79.

Thank you,

*Andy Jones*

Andy Jones  
Airport Director

Approved as to form and legality

*KD*

Date 11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

*Tom Greene*  
*Tom Greene*





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

---

## MEMORANDUM

---

**DATE:** 11/26/25

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** Request to approve & ratify Airport Director's signatures for scope of work forms for ERS Wireless for repairs to the Air Traffic Control Tower

---

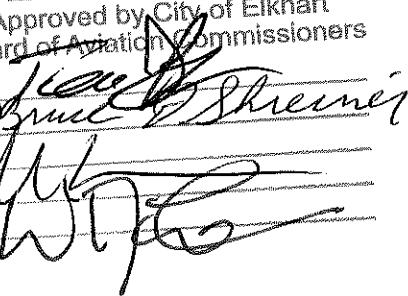
Please approve the scope of work forms and ratify the Airport Director's signatures on these forms for work ERS Wireless will be doing for replacement of consoles, recorder, radios and antennas that were destroyed during the lightning strikes at the Air Traffic Control Tower on July 26, 2025. The scope of work forms have been approved by the City Legal Department.

Thank you,

  
Andy Jones

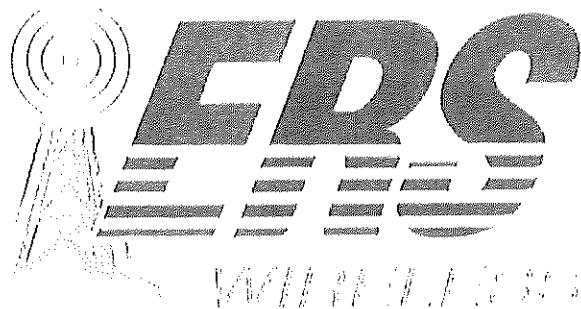
Airport Director

Date 11.26.25  
Approved by City of Elkhart  
Board of Aviation Commissioners

  
Bruce Shreiner

Please approve & ratify the Airport Director's signatures on scope of work forms for ERS Wireless for the replacement of consoles, recorder, radios and antennas that were destroyed during the lightning strikes at the Air Traffic Control Tower on July 26, 2025.



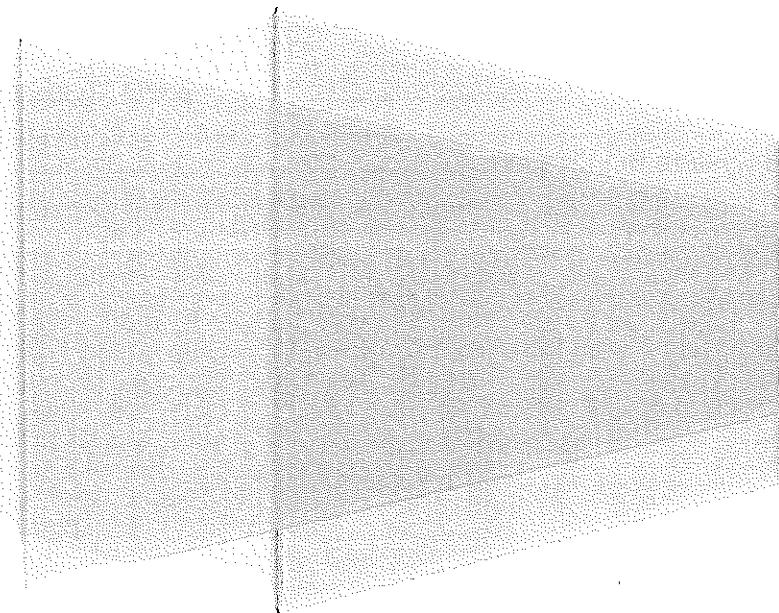


WEBSITE: [www.crc.com](http://www.crc.com)

## Elkhart Airport Jotron Base Radios

**All Proposals valid for 30 days**

**9-22-25**



*Approved as to form and legality*

*KD*

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# **Statement of Work**

## **1.0 Purpose**

---

ERS Wireless has assembled this document, called a Statement of Work, which is a summary of the tasks to be performed by ERS Wireless, as well as a narrative explanation of the deliverables that will need to be provided by the purchaser, Customer. It is the intent of ERS Wireless that this document represents the most current understanding of the contract deliverables. Changes to this document will be made by formal request by either party and approved by the other.

ERS Wireless will include technical product sheets, special and other printed matter which clearly delineate the technical parameters describing the form, fit, function, facility impact, power requirements, and interface requirements of all the equipment and software supplied by ERS Wireless.

### **1.1 Proposal Validity**

---

This proposal is valid until February 21, 2025. After which, a pricing refresh will be required prior to placing an order.

### **1.2 Project Overview**

---

This offering provides 4 ea. new Jotron VHF ground to air radios.

### **1.3 Quality of Work**

---

All work shall be performed in a manner consistent with high quality commercial practice and in accordance with all applicable manufacturers' installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the high-quality requirements set forth by ERS Wireless.

### **1.4 Safety**

---

ERS Wireless will comply with all applicable local and national safety requirements in the installation of all ERS Wireless supplied equipment. ERS Wireless requests that Customer assign a Project Manager/Adviser to advise ERS Wireless personnel of any unique safety precautions that should be observed while working at customer location, if applicable.

### **1.5 Zoning, Permits, Licenses, FAA, FCC Requirements**

---

Customer is solely responsible for any licenses, fees, or other authorizations required by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) and for complying with FCC and FAA rules. Neither

ERS Wireless nor any of its employees is an agent or representative of Customer in FCC matters or otherwise. ERS Wireless will assist Customer in the preparation of the license applications if requested. Customer will be responsible for all zoning requirements and/or State and Local permits required for the project.

## **1.6 Project Change Orders**

---

Changes to the Statement of Work may be formally requested by either the Customer Project Manager or ERS Wireless by identifying the actual change requested, the reason for the request, and the associated date of the request. Both parties will review the change order and any revisions to the change request will be negotiated. Any monetary or scheduling changes will also be recorded in the change order. The official change order will provide new Statement of Work insert pages that include the revisions. The following information will be recorded in each change order:

- Change Request Number
- Reason for Change
- Date
- Monetary Impact
- Impact on Schedule
- Impact on Contract

## **2.0 Customer Responsibilities**

---

### **2.1 Project Kick-off and Detailed Design Review Meeting**

---

Customer will meet with ERS Wireless to review the system design and planned installation to ensure it meets the department(s) operational needs. The ERS Wireless PM will work with Customer to ensure that appropriate representatives are available for the meeting, including representatives of the dispatch users, and facilities. Customer will walk the facility with ERS Wireless to identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

### **2.2 Utilities**

---

Customer will supply the building, utilities, and all support systems.

**2.2.1 AC Power** – Customer to provide AC power within 3 feet of radio equipment.

**2.2.2 Grounding** – The existing ground system will be utilized for the new system. It is assumed that the customer provided ground point is 5 Ohms or less when measured to earth ground. No improvements to the ground system is included in this offering.

### **2.3 Site Access**

---

Customer will be responsible for providing ERS Wireless and its subcontractors with access to work sites from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and as necessary for 8-5-warranty service.

Customer will assist with making available parking space for the service vans and delivery trucks that is convenient for easy access for tools, materials, and test equipment. All non-service vehicles will use the normal public parking facilities.

## **3.0 System Staging**

---

ERS Wireless is responsible for the staging of the equipment prior to delivery to Customer. This staging will be at the ERS Wireless Service center. Staging of the equipment allows ERS Wireless to pre-assemble the system to verify connectivity, functionality, and performance capabilities.

### **3.1 Cables and Labels**

---

All cables will be labeled.

### **3.2 Set System Levels on All Equipment**

---

All “system” levels will be set per specification by the installation technician to verify proper end-to-end connectivity.

### **3.3 System Range**

---

➤ No radio coverage guarantee is included in this proposal.

### **3.4 System Down Time**

---

➤ Customer understands that there “WILL BE” a period of system down time as ERS Wireless must change out dispatch system.

## **4.0 Equipment Installations**

---

### **4.1 Delivery**

---

ERS Wireless will deliver, off-load, and unpack all provided communications equipment.

### **4.2 Placement**

---

ERS Wireless will place and physically install all provided communications equipment per the agreed to floor plans.

### **4.3 Cabling**

---

All cabling will be properly connectorized and terminated.

### **4.4 Grounding**

---

All ERS Wireless provided equipment will be properly grounded to the building ground system. All ground connections will be made using an appropriate mechanical fastener.

## **5.0 ERS Wireless Scope of Work**

---

### **5.1 Equipment Receipt and Inventory**

---

ERS Wireless will receive and inventory all system components and installation materials at its nearest facility.

### **5.2 Pre-Install Meeting**

---

ERS Wireless will meet with Customer to review the planned installation to ensure it meets the customers operational needs. ERS Wireless will walk the facility with Customer, and identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

### **5.3 System Staging**

---

ERS Wireless will work with Customer's IT group in assigning appropriate IP addresses to the system components.

ERS Wireless will inventory the system components, load the system software into the various computers and radio components, rack the equipment, and fabricate and install the interconnecting cabling at the nearest ERS Wireless facility. ERS Wireless will configure the system and functionality of the system.

Upon completion of staging the system, ERS Wireless will tear down, and prepare for shipment the system components and installation hardware. ERS Wireless will deliver, off-load, and unpack all system components and installation material at the customer's location in the appropriate designated location(s).

## **5.4 System Installation**

---

ERS Wireless will provide and install new various components and utilize existing components as described in the following section.

- 5.4.1 Delivery** – Upon completion of staging the system, ERS Wireless will tear down, and prepare for shipment the system components and installation hardware. ERS Wireless will deliver, off-load, and unpack all system components and installation material at the Customer's location in the appropriate designated locations.
- 5.4.2 Dispatch Positions Installation** – ERS will install 4 each Jotron VHF ground to air radios in place of existing Jotron Radios. This is a one for one replacement. No additional antenna networks or filtering is included in this SOW. ERS will test the filtering and antenna networks to ensure functionality. If any existing components are found to be faulty it will be responsibility of the customer to replace or commit to change order for repair or replacement.

## **5.5 Configuration and System Finalization**

---

ERS Wireless will configure the radios resources on the dispatch system, balance the audio of all resources, and verify proper functionality. ERS Wireless will demonstrate the functionality of the system to the appropriate Customer representative(s).

Toftron Base Radios

## 6.0 Signatures

---

ERS Wireless Representative



Date: 10-30-25

Customer Representative



Andy Jones

Date: 10.30.25

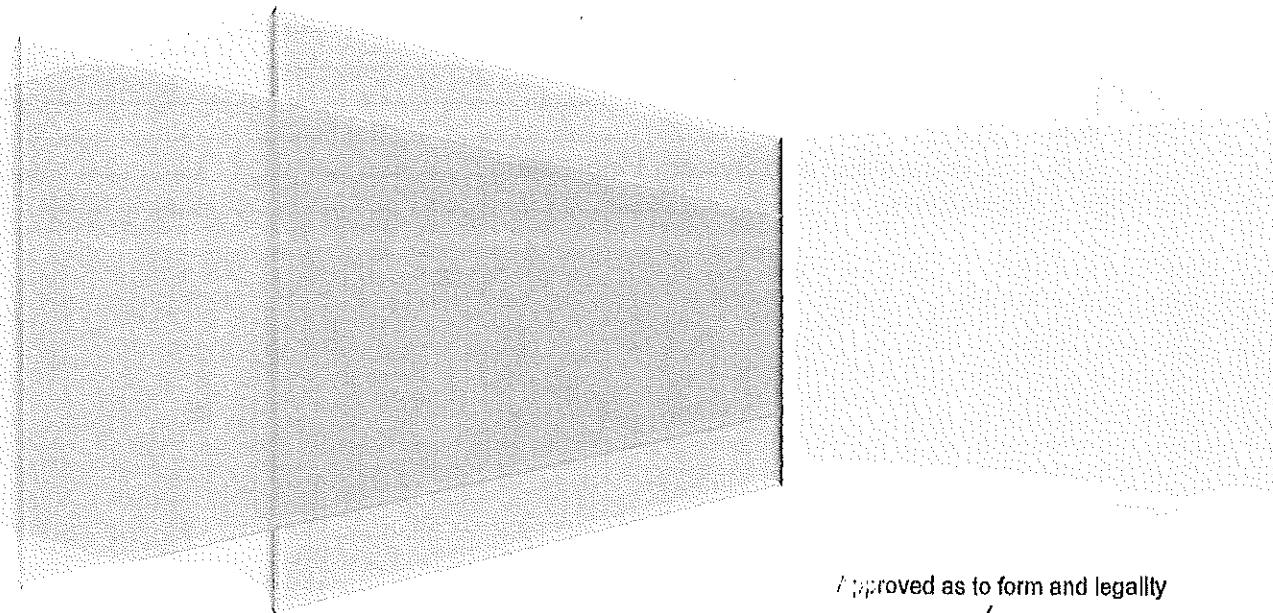




## Elkhart Airport Eventide Nexlog System

All Proposals valid for 30 days

9-22-25



Approved as to form and legality

KD

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---

# **Statement of Work**

---

## **1.0 Purpose**

---

ERS Wireless has assembled this document, called a Statement of Work, which is a summary of the tasks to be performed by ERS Wireless, as well as a narrative explanation of the deliverables that will need to be provided by the purchaser, Customer. It is the intent of ERS Wireless that this document represents the most current understanding of the contract deliverables. Changes to this document will be made by formal request by either party and approved by the other.

ERS Wireless will include technical product sheets, special and other printed matter which clearly delineate the technical parameters describing the form, fit, function, facility impact, power requirements, and interface requirements of all the equipment and software supplied by ERS Wireless.

---

### **1.1 Proposal Validity**

---

This proposal is valid until February 21, 2025. After which, a pricing refresh will be required prior to placing an order.

---

### **1.2 Project Overview**

---

This offering provides 1 each new Eventide Nexlog recorder..

---

### **1.3 Quality of Work**

---

All work shall be performed in a manner consistent with high quality commercial practice and in accordance with all applicable manufacturers' installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the high-quality requirements set forth by ERS Wireless.

---

### **1.4 Safety**

---

ERS Wireless will comply with all applicable local and national safety requirements in the installation of all ERS Wireless supplied equipment. ERS Wireless requests that Customer assign a Project Manager/Adviser to advise ERS Wireless personnel of any unique safety precautions that should be observed while working at customer location, if applicable.

---

### **1.5 Zoning, Permits, Licenses, FAA, FCC Requirements**

---

Customer is solely responsible for any licenses, fees, or other authorizations required by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) and for complying with FCC and FAA rules. Neither

ERS Wireless nor any of its employees is an agent or representative of Customer in FCC matters or otherwise. ERS Wireless will assist Customer in the preparation of the license applications if requested. Customer will be responsible for all zoning requirements and/or State and Local permits required for the project.

## **1.6 Project Change Orders**

---

Changes to the Statement of Work may be formally requested by either the Customer Project Manager or ERS Wireless by identifying the actual change requested, the reason for the request, and the associated date of the request. Both parties will review the change order and any revisions to the change request will be negotiated. Any monetary or scheduling changes will also be recorded in the change order. The official change order will provide new Statement of Work insert pages that include the revisions. The following information will be recorded in each change order:

- Change Request Number
- Reason for Change
- Date
- Monetary Impact
- Impact on Schedule
- Impact on Contract

## **2.0 Customer Responsibilities**

---

### **2.1 Project Kick-off and Detailed Design Review Meeting**

---

Customer will meet with ERS Wireless to review the system design and planned installation to ensure it meets the department(s) operational needs. The ERS Wireless PM will work with Customer to ensure that appropriate representatives are available for the meeting, including representatives of the dispatch users, and facilities. Customer will walk the facility with ERS Wireless to identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

### **2.2 Utilities**

---

Customer will supply the building, utilities, and all support systems.

**2.2.1 AC Power** – Customer to provide AC power within 3 feet of radio equipment.

**2.2.2 Grounding** – The existing ground system will be utilized for the new system. It is assumed that the customer provided ground point is 5 Ohms or less when measured to earth ground. No improvements to the ground system is included in this offering.

### **2.3 Site Access**

---

Customer will be responsible for providing ERS Wireless and its subcontractors with access to work sites from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and as necessary for 8-5-warranty service.

Customer will assist with making available parking space for the service vans and delivery trucks that is convenient for easy access for tools, materials, and test equipment. All non-service vehicles will use the normal public parking facilities.

## **3.0 System Staging**

---

ERS Wireless is responsible for the staging of the equipment prior to delivery to Customer. This staging will be at the ERS Wireless Service center. Staging of the equipment allows ERS Wireless to pre-assemble the system to verify connectivity, functionality, and performance capabilities.

### **3.1 Cables and Labels**

---

All cables will be labeled.

### **3.2 Set System Levels on All Equipment**

---

All "system" levels will be set per specification by the installation technician to verify proper end-to-end connectivity.

### **3.3 System Range**

---

- No radio coverage guarantee is included in this proposal.

### **3.4 System Down Time**

---

- Customer understands that there "WILL BE" a period of system down time as ERS Wireless must change out dispatch system.

## **4.0 Equipment Installations**

---

### **4.1 Delivery**

---

ERS Wireless will deliver, off-load, and unpack all provided communications equipment.

### **4.2 Placement**

---

ERS Wireless will place and physically install all provided communications equipment per the agreed to floor plans.

### **4.3 Cabling**

---

All cabling will be properly connectorized and terminated.

### **4.4 Grounding**

---

All ERS Wireless provided equipment will be properly grounded to the building ground system. All ground connections will be made using an appropriate mechanical fastener.

## **5.0 ERS Wireless Scope of Work**

---

### **5.1 Equipment Receipt and Inventory**

---

ERS Wireless will receive and inventory all system components and installation materials at its nearest facility.

### **5.2 Pre-Install Meeting**

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ERS Wireless will meet with Customer to review the planned installation to ensure it meets the customers operational needs. ERS Wireless will walk the facility with Customer, and identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

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### **5.4 System Installation**

---

ERS Wireless will provide and install new various components and utilize existing components as described in the following section.

**5.4.1 Delivery** – Upon completion of staging the system, ERS Wireless will tear down, and prepare for shipment the system components and installation hardware. ERS Wireless will deliver, off-load, and unpack all system components and installation material at the Customer's location in the appropriate designated locations.

**5.4.2 Audio recorder** – ERS will install one each Nexlog IP audio recorder to replace the existing recorder. This is a one for one replacement. The new recorder will be configured to the same parameters as the existing recorder as much as possible. This will include 4 Jotron VHF radios and up to 5 phone lines.

## **5.5 Configuration and System Finalization**

---

ERS Wireless will configure the radios resources on the dispatch system, balance the audio of all resources, and verify proper functionality. ERS Wireless will demonstrate the functionality of the system to the appropriate Customer representative(s).



# Eventide Nex 105

## 6.0 Signatures

---

ERS Wireless Representative



Date: 10-30-25

Customer Representative

  
Andy Jones

Date: 10. 30.25





## **Elkhart Airport Avtec Dispatch System**

**All Proposals valid for 30 days**

**9-22-25**

Approved as to form and legality

*KD*

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| 5.0 | ERS Wireless Scope of Work .....                         | 7                            |
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| 5.3 | System Staging.....                                      | 7                            |
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# **Statement of Work**

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## **1.0 Purpose**

---

ERS Wireless has assembled this document, called a Statement of Work, which is a summary of the tasks to be performed by ERS Wireless, as well as a narrative explanation of the deliverables that will need to be provided by the purchaser, Customer. It is the intent of ERS Wireless that this document represents the most current understanding of the contract deliverables. Changes to this document will be made by formal request by either party and approved by the other.

ERS Wireless will include technical product sheets, special and other printed matter which clearly delineate the technical parameters describing the form, fit, function, facility impact, power requirements, and interface requirements of all the equipment and software supplied by ERS Wireless.

---

### **1.1 Proposal Validity**

---

This proposal is valid until February 21, 2025. After which, a pricing refresh will be required prior to placing an order.

---

### **1.2 Project Overview**

---

This offering provides 2 ea. new dispatch positions. Each position includes:

- 2 ea. Small form factor PC
- 2 ea. 22" Touch Screen monitor
- 2 ea. Foot Switch
- 2 ea. Desk Microphone
- 2 ea. Headset Jack
- 2 ea. Wireless Headset base
- 6 ea. Headset tops
- 4 ea. Desk Speakers
- 2 ea. USB Hub
- 4 ea. Surge Arrestor Power Strips

The system is designed to initially integrate with the following 4 ea. radio resources:

- 4 ea. VHF Jotron GTA radios

This system is configured to interface to an IP logging recorder by default.

### **1.3 Quality of Work**

---

All work shall be performed in a manner consistent with high quality commercial practice and in accordance with all applicable manufacturers' installation and maintenance manuals. All equipment and material being furnished for this project shall be new and will meet the high-quality requirements set forth by ERS Wireless.

### **1.4 Safety**

---

ERS Wireless will comply with all applicable local and national safety requirements in the installation of all ERS Wireless supplied equipment. ERS Wireless requests that Customer assign a Project Manager/Adviser to advise ERS Wireless personnel of any unique safety precautions that should be observed while working at customer location, if applicable.

### **1.5 Zoning, Permits, Licenses, FAA, FCC Requirements**

---

Customer is solely responsible for any licenses, fees, or other authorizations required by the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA) and for complying with FCC and FAA rules. Neither ERS Wireless nor any of its employees is an agent or representative of Customer in FCC matters or otherwise. ERS Wireless will assist Customer in the preparation of the license applications if requested. Customer will be responsible for all zoning requirements and/or State and Local permits required for the project.

### **1.6 Project Change Orders**

---

Changes to the Statement of Work may be formally requested by either the Customer Project Manager or ERS Wireless by identifying the actual change requested, the reason for the request, and the associated date of the request. Both parties will review the change order and any revisions to the change request will be negotiated. Any monetary or scheduling changes will also be recorded in the change order. The official change order will provide new Statement of Work insert pages that include the revisions. The following information will be recorded in each change order:

- Change Request Number
- Reason for Change
- Date
- Monetary Impact
- Impact on Schedule
- Impact on Contract

## **2.0 Customer Responsibilities**

---

### **2.1 Project Kick-off and Detailed Design Review Meeting**

---

Customer will meet with ERS Wireless to review the system design and planned installation to ensure it meets the department(s) operational needs. The ERS Wireless PM will work with Customer to ensure that appropriate representatives are available for the meeting, including representatives of the dispatch users, and facilities. Customer will walk the facility with ERS Wireless to identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

### **2.2 Utilities**

---

Customer will supply the building, utilities, and all support systems.

**2.2.1 AC Power** – Customer to provide AC power within 3 feet of console equipment.

**2.2.2 Grounding** – The existing ground system will be utilized for the new system. It is assumed that the customer provided ground point is 5 Ohms or less when measured to earth ground. No improvements to the ground system is included in this offering.

### **2.3 Site Access**

---

Customer will be responsible for providing ERS Wireless and its subcontractors with access to work sites from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and as necessary for 8-5-warranty service.

Customer will assist with making available parking space for the service vans and delivery trucks that is convenient for easy access for tools, materials, and test equipment. All non-service vehicles will use the normal public parking facilities.

## **3.0 System Staging**

---

ERS Wireless is responsible for the staging of the equipment prior to delivery to Customer. This staging will be at the ERS Wireless Service center. Staging of the equipment allows ERS Wireless to pre-assemble the system to verify connectivity, functionality, and performance capabilities.

### **3.1 Cables and Labels**

---

All cables will be labeled.

### **3.2 Set System Levels on All Equipment**

---

All "system" levels will be set per specification by the installation technician to verify proper end-to-end connectivity.

### **3.3 System Range**

---

- No radio coverage guarantee is included in this proposal.

### **3.4 System Down Time**

---

- Customer understands that there "WILL BE" a period of system down time as ERS Wireless must change out dispatch system.

## **4.0 Equipment Installations**

---

### **4.1 Delivery**

---

ERS Wireless will deliver, off-load, and unpack all provided communications equipment.

### **4.2 Placement**

---

ERS Wireless will place and physically install all provided communications equipment per the agreed to floor plans.

### **4.3 Cabling**

---

All cabling will be properly connectorized and terminated.

### **4.4 Grounding**

---

All ERS Wireless provided equipment will be properly grounded to the building ground system. All ground connections will be made using an appropriate mechanical fastener.

## **5.0 ERS Wireless Scope of Work**

---

### **5.1 Equipment Receipt and Inventory**

---

ERS Wireless will receive and inventory all system components and installation materials at its nearest facility.

### **5.2 Pre-Install Meeting**

---

ERS Wireless will meet with Customer to review the planned installation to ensure it meets the customers operational needs. ERS Wireless will walk the facility with Customer, and identify any previously unforeseen installation obstacles, verifying cable routing plan, equipment space, power requirements and other aspects of the system installation.

### **5.3 System Staging**

---

ERS Wireless will work with Customer's IT group in assigning appropriate IP addresses to the system components.

ERS Wireless will inventory the system components, load the system software into the various computers and radio components, rack the equipment, and fabricate and install the interconnecting cabling at the nearest ERS Wireless facility. ERS Wireless will configure the system and functionality of the system.

Upon completion of staging the system, ERS Wireless will tear down, and prepare for shipment the system components and installation hardware. ERS Wireless will deliver, off-load, and unpack all system components and installation material at the customer's location in the appropriate designated location(s).

### **5.4 System Installation**

---

ERS Wireless will provide and install new various components and utilize existing components as described in the following section.

- 5.4.1 Delivery** – Upon completion of staging the system, ERS Wireless will tear down, and prepare for shipment the system components and installation hardware. ERS Wireless will deliver, off-load, and unpack all system components and installation material at the Customer's location in the appropriate designated locations.
- 5.4.2 Dispatch Positions Installation** – ERS will install PC, monitor, and all associated dispatch position accessories as agreed upon by Customer and ERS Wireless. ERS Wireless configure the operator positions for interface of up to 4 Jotron Radios and 4 phone lines.

## **5.5 Configuration and System Finalization**

---

ERS Wireless will configure the radios resources on the dispatch system, balance the audio of all resources, and verify proper functionality. ERS Wireless will demonstrate the functionality of the system to the appropriate Customer representative(s).



# Avtec Dispatch System

## 6.0 Signatures

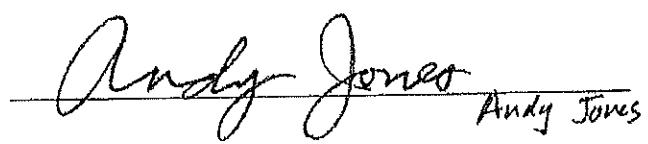
---

ERS Wireless Representative



Date: 10-30-25

Customer Representative

  
*Andy Jones*

Andy Jones

Date: 10-30-25





57678 County Road 3  
Elkhart, IN 46517  
(800) 735-2989  
[www.erswireless.com](http://www.erswireless.com)



## Elkhart Municipal Airport

**Dispatch Solution:** ERS Wireless will provide, install and maintain a 2 Position ERS Connect RaaS Avtec Dispatch solution at the targeted Warsaw, Indiana Security Operations Center (SOC).

### **Statement of Work Changes:**

Changes to the Statement of Work may be formally requested by either the Customer Project Manager or ERS Wireless by identifying the actual change requested, the reason for the request, and the associated date of the request. Both parties will review the change order and any revisions to the change request will be negotiated. Any monetary or scheduling changes will also be recorded in the change order. The official change order will provide a new Statement of Work insert pages that includes the revisions. Any changes to the equipment list will require an additional quote.

### **ERS Responsibilities**

1. Supply, program, and configure specified equipment.
2. Provide Connectivity from the Core to the Customers Demarcation Point supporting the proposed ERS Connect Avtec Dispatch solution.
3. Provide integrated solution user training as needed.
4. Comply with all safety and facility requirements.

### **Elkhart Municipal Airport Responsibilities**

1. Assign a dedicated resource to coordinate project requirements & schedule with our ERS Project Manager.
2. Allocate & reserve appropriate space for all required infrastructure equipment and coordinate & complete any required roof penetrations.

### **Equipment Pricing Includes:**

- Removal of old console equipment
- Installation and configuration of 2 New AVTEC Consoles with Integration for 4 Jotron Control Stations.
- Installation of the console to phones lines.
- Optimization of audio and accessories at the console

### **Exclusions:**

- No tower work or antenna installation services are included in this quote, (on separate quote)
- No site grounding improvements are included in this quote, (On separate quote)

**Total Equipment and Installation Price**

**\$138,421.55**

Elkhart Municipal Airport

Signature:

Printed Name: Doug Thorne, BOAC President  
Date: 10-29-25

ERS Wireless

Signature:

Printed Name: Kent Koscik  
Date: 10-30-25

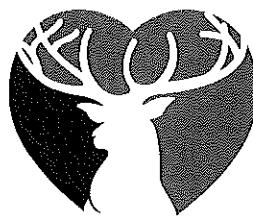


*Department of Law*

John M. Espar  
*Corporation Counsel*

Rose Rivera  
*City Attorney*  
Kevin Davis  
*Deputy City Attorney*

Maria L. Leon  
*Paralegal*



**City of Elkhart**

*City with a Heart*

Rod Roberson  
*Mayor*

**City Hall**  
229 S. Second St.  
Elkhart, Indiana 46516

Fax: 574.522.6794  
Tel: 574.294.5471 Ext. 1057 or 1059

[www.elkhartindiana.org](http://www.elkhartindiana.org)

---

**MEMORANDUM**

---

Date: November 26, 2025

To: The Board of Aviation Commissioners

From: Kevin Davis, Deputy City Attorney

Re: Airport Manager's authorization for quotes and proposals for repairs of the Air Traffic Control Tower as it relates to the July 25, 2026 lightning strike

---

On July 26, 2025, lightning struck the Airport Control Tower and caused extensive damage to the Air Traffic Control Tower operating systems. The Airport has been working with various contractors and the City's insurance company to effect repairs as quickly and efficiently as possible.

There are instances when a contractor submits quotes or proposals for Air Traffic Control Tower repairs Board approval and the next scheduled Board meeting is several weeks away. These instances are sometimes unpredictable and difficult to anticipate.

In these situations, the Airport Manager is available to review these quotes or proposals with the Board's attorney and determine the financial feasibility of said quotes and proposals. It would be beneficial to the effective and efficient repair of the Elkhart Municipal Airport Control Tower to authorize the Airport Manager to be a signatory for the execution of quotes or proposals. The Board must ratify said agreements signed by the Airport Manager at its next meeting. This authorization shall expire on December 31, 2026.

**Please approve the attached Resolution authorizing the Airport Manager to sign for quotes and proposals as it relates to the July 25, 2026 lightning strike.**

Date 11-26-25  
Approved by *City of Elkhart*  
Board of Aviation Commissioners  
*Joe Rivera*  
*Rose Rivera*



**A RESOLUTION OF THE BOARD OF AVIATION COMMISSIONERS OF THE CITY  
OF ELKHART, INDIANA, TO DESIGNATE AND AUTHORIZE THE AIRPORT  
MANAGER TO EXECUTE QUOTES, BIDS AND PROPOSALS OR INVOICES IN  
CONNECTION WITH THE REPAIR OF THE AIR TRAFFIC CONTROL TOWER**

---

WHEREAS, the City of Elkhart, Indiana, is a municipal corporation;

WHEREAS the City of Elkhart, by and through its Board of Aviation Commissioners (Board) manages the Air Traffic Control Tower located at the Elkhart Municipal Airport (Airport); and

WHEREAS, per Indiana Code § 8-22-2-5(b)(1), authorizes the Board to enter into agreements on behalf of the City; and

WHEREAS, on July 26, 2025, the Air Traffic Control Tower at the Airport suffered a lightning strike which caused damage to various systems and equipment; and

WHEREAS, the lightning strike completely disabled Air Traffic Control Tower function; and

WHEREAS, the lightning caused extensive damage to Air Traffic Control Tower; and

WHEREAS, such damage needs to be repaired as soon as possible in order to get the Air Traffic Control Tower operational; and

WHEREAS, such repairs may require the City to enter into agreements with various contractors; and

WHEREAS, all bids and quotes are subject to BOAC and City legal review; and



WHEREAS, the Airport Manager is available to communicate with various contractors in connection with the Air Traffic Control Tower repair.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF AVIATION COMMISSIONERS OF THE CITY OF ELKHART, THAT the Airport Manager, is hereby designated by the Board as an authorized signatory for the execution of quotes, bids, proposals or invoices for work that is directly related to the repair of the Airport Tower in connection with lightning strike on August 26, 2025. This authorization shall expire on December 31, 2026.

RESOLVED this November 4, 2025.



Douglas Thorne, President



Bruce Shreiner, Vice President

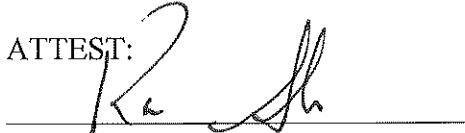


Margaret M. Marnocha, Secretary



Tom Shoff, Treasurer

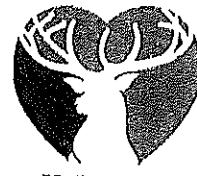
ATTEST:



Karen Shaw, Secretary

Board of Aviation Commissioners





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

---

## MEMORANDUM

---

**DATE:**

11/26/25

**TO:**

The Board of Aviation Commissioners

**FROM:**

Andy Jones, Airport Director

**RE:**

New radios for 3 airfield maintenance vehicles

---

Please approve the quote from ERS Wireless for Installation of 3 new radios in Truck 11, Tractor 19 and the new Kubota ATV. Total cost from quote is \$5,933.46. Please also authorize the board president to sign this quote.

Thank you,

Andy Jones  
Airport Director

Date

11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

Approved as to form and legality

Please approve the quote from ERS Wireless for 3 new radio installations in airfield maintenance vehicles: Truck 11, Tractor 19 and the new Kubota ATV at a cost of \$5,933.46. Please authorize the board president to sign this quote.





57678 CR 3  
Elkhart IN 46517

# PROPOSAL

www.erswireless.com

*Prepared For:*

|                           |
|---------------------------|
| ELKHART MUNICIPAL AIRPORT |
| ANDY JONES                |
| Purchasing                |
| 5742645217                |
| karen.shaw@coel.org       |

|                |                           |
|----------------|---------------------------|
| Quotation #:   | 11052025KLK1              |
| Date:          | 11/5/2025                 |
| Valid Through: | 12/5/2025                 |
| Prepared By:   | Kent Koseiske             |
| Phone:         | 574-377-1120              |
| Email:         | kkoseiske@erswireless.com |

*Description of Work*

|  |
|--|
|  |
|--|

**EQUIPMENT AND PARTS**

| Qty | Unit | Description                                                   | Price Each | Total      |
|-----|------|---------------------------------------------------------------|------------|------------|
| 3   | Each | VHF AIRBAND Radio Transceiver                                 | \$1,332.79 | \$3,998.37 |
| 6   | Each | UHF CONNECTOR/Male,                                           | \$28.58    | \$171.48   |
| 5   | Each | EXTERNAL SPEAKER/5 WATTS                                      | \$77.15    | \$385.75   |
| 6   | Each | BASE / WHIP, UNITY, 88 - 136 MHZ                              | \$67.33    | \$403.98   |
| 3   | Each | Mirror Bracket Mount 17' RG58U Loose Mini-UHF Conn Chrome NMO | \$45.65    | \$136.95   |

Subtotal of Equipment

\$5,096.53

**SERVICES**

| Qty | Unit | Description | Price Each | Total    |
|-----|------|-------------|------------|----------|
| 3   | Each | Dash Mount  | \$245.00   | \$735.00 |

Subtotal of ERS Services

\$735.00

Sub Total of Equipment

\$5,096.53

Tax

Any Applicable Taxes  
Not Included in Proposal Amt.

Shipping and Handling

\$101.93

ERS Services

\$735.00

Total

\$5,933.46

Please Indicate Shipping Preference Below:

|                      |
|----------------------|
| Ship Complete        |
| Ship/Invoice Partial |

By signing below you are accepting the attached ERS Wireless Terms and Conditions.

11.26.25

Authorized to Purchase Customer Signature (Required)

Date

Doug Thorne, BOAC President

Printed Name and Title

City of Elkhart Aviation Dept.

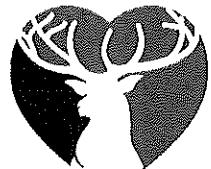
Company Name

 **MOTOROLA SOLUTIONS**  
PLATINUM CHANNEL PARTNER



MOTOROLA SOLUTIONS





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

---

**MEMORANDUM**

---

**DATE:** 11/26/25  
**TO:** The Board of Aviation Commissioners  
**FROM:** Andy Jones, Airport Director  
**RE:** **Release Agreement with Greg Horein**

---

The replacement of the gate damaged by Greg Horein has been completed. After an inspection by the Airfield Maintenance Supervisor, the quality of the work is excellent and the gate is now in satisfactory working condition. I ask the BOAC to release Mr. Horein of any further obligation in this matter. A release agreement was drafted and approved by the City Legal Department, and I ask the BOAC to approve this agreement between Elkhart Airport and Greg Horein. I also ask the Board of Aviation Commissioners to authorize the BOAC President to sign this agreement on behalf of the City.

Thank you,

Andy Jones  
Airport Director

**Please approve the release agreement between the Elkhart Airport and Greg Horein, and please authorize the BOAC President to sign this agreement.**

Date

11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

  
Bryce Shreiner  
M. W. D. B.



**RELEASE AGREEMENT**

This Agreement is made on June 26, 2025, between the City of Elkhart, Municipal Corporation, acting by and through its Board of Aviation Commissioners ("City"), located 229 South Second Street Elkhart IN 46516; and Greg Horein (Tenant), individual, resident of 63869 County Road 15, Goshen, Indiana, 46526. Collectively herein referred to as "Parties."

**WITNESSETH**

Whereas, Greg Horein caused damage to a portion of Gate 54 located off Airport Road, on the property of the City of Elkhart Municipal Airport. The gate's location is detailed in the Google Map view attached hereto as Exhibit A and incorporated herein as fully set forth; and

Whereas, tenant has offered to repair said damage to the portion of Gate 54 located off Airport Road, on the property of the City of Elkhart Municipal Airport as depicted in Exhibit A; and

Whereas, the City of Elkhart would prefer to see the fence repaired, at the tenant's expense; and

Whereas, the parties entered into a Compliance Agreement dated June 22, 2025, to repair said fence; and

Whereas, Greg Horein has completed said fence repair; and

Whereas, the City has inspected and approved said fence repair.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree the following:

1. The City hereby releases and forever discharges Contractor from any and all claims, demand, damages (compensatory and/or punitive), actions, or causes of action, now existing or hereinafter arising out of or in any manner connected with the repair of the Gate 54 located off Airport Road as depicted in Exhibit A, and any activities or incidences incidental thereto unless caused by the gross negligence or intentional misconduct of Tenant.
2. Governing Law—It is the intention of the Parties to this Agreement, that it be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Indiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.
3. Severability—Should there be a conflict between any provision of this Agreement and



applicable laws of the State of Indiana said laws will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with said laws.

4. Modification—This Agreement may be supplemented, amended, or modified only by the mutual agreement of Parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
5. Notices—All notices or demands required or desired to be given by either party to the other with respect to this Agreement will be in writing, will be addressed as provided below, and will be:
  - a. Board of Aviation Commissioners  
City of Elkhart  
1211 County Road 6 W  
Elkhart, IN 46514
  - b. Greg Horein  
63869 CR 15  
Goshen, IN 46526
6. Delivered personally, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept such notice; or
7. Sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand will be deemed given and served upon receipt or refusal to accept receipt. Either party may change its address or add additional parties for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section.
8. Entire Agreement—This Agreement constitutes the final agreement between the parties. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.



IN WITNESS WHEREOF, the parties hereto have each executed this Agreement, on the date and year first written above.

Name: Greg Horein

SIGNATURE: \_\_\_\_\_

NOTARY:

Notary Name: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Signature: \_\_\_\_\_ Date Comm. Exp. \_\_\_\_\_

**CITY OF ELKHART, INDIANA**

By: Doug Thorne  
President

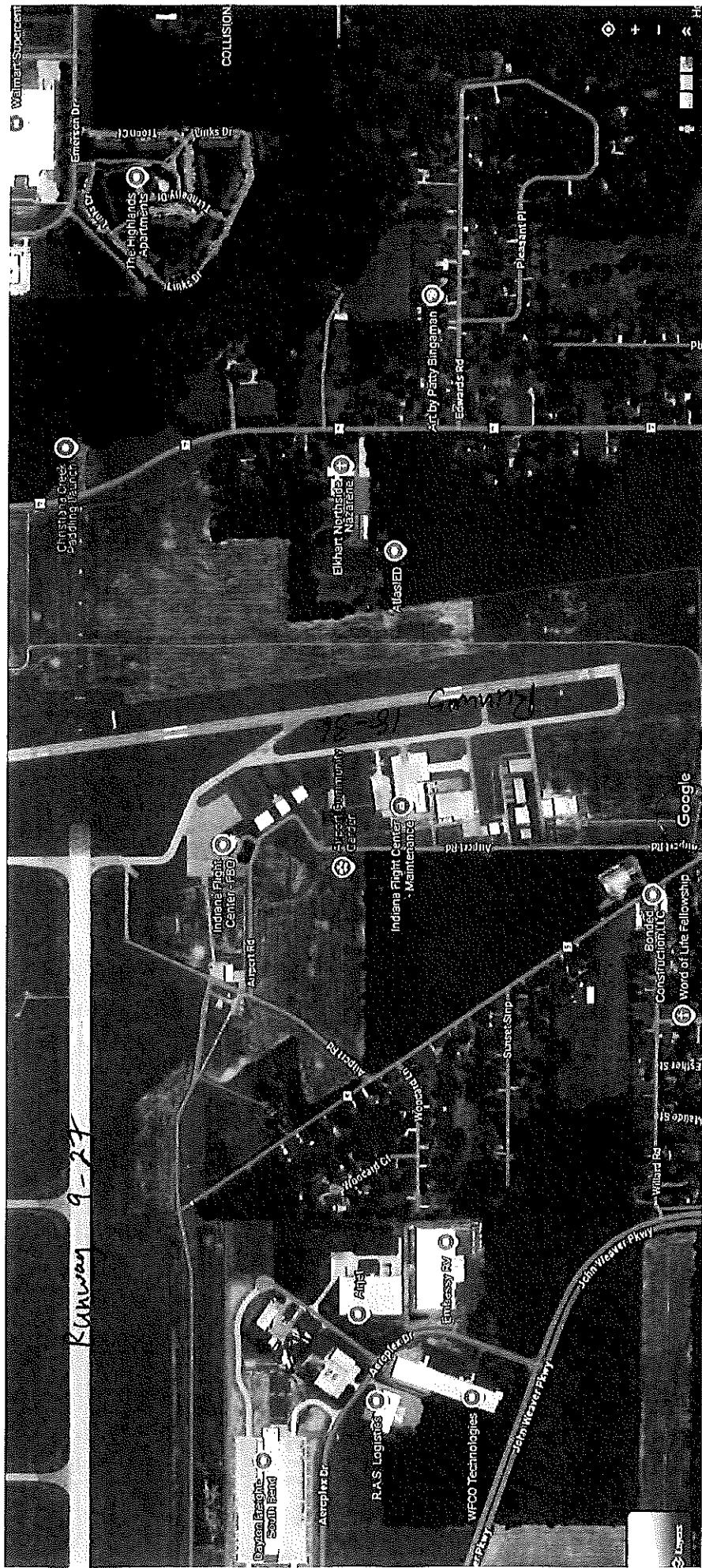
Board of Aviation Commissions.

SIGNATURE: 

This document was prepared and reviewed for compliance by Kevin Davis, Deputy City Attorney.

Signed: \_\_\_\_\_





South Side of Airport

damaged gate  
by farmer

August





## MEMORANDUM

**DATE:** 11/26/25

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** Griffen Plumbing & Heating HVAC agreement for repairs of boiler at the south side maintenance building

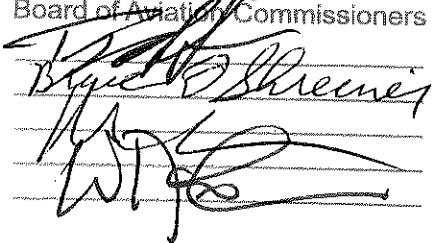
During an earlier BOAC meeting, the board approved Griffen Plumbing & Heating to service multiple buildings at the airport for HVAC service. It was found during this routine service, that there are extensive problems with the boiler at the south side maintenance building. These issues include multiple missing motor coils, unsatisfactory power to multiple switches, a blocked bleeder and oil leaking into the water exchange. Please approve the attached agreement, which outlines the agreement between EKM and Griffen Plumbing & Heating for the replacement of the existing forty year old boiler heating system with a new system, in the amount of \$29,652.00. This agreement was drafted & approved by the City Legal Department. 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  
Airport Director

Date 11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners



Please approve the attached agreement with Griffen Plumbing & Heating for replacement of the boiler at the south side maintenance building for a total cost of \$29,652.00 and authorize the board president to sign this agreement on behalf of the City.



**CONTRACT FOR INSTALLATION OF THREE UNIT HEATERS TO ELKHART  
MUNICIPAL AIRPORT SOUTH SIDE MAINTENANCE BUILDING**

This Agreement is made and entered into this 26 of Nov, 2025, between the **CITY OF ELKHART, INDIANA**, by and through its Board of Aviation Commissioners ("BOAC"), located at 229 S. Second Street, Elkhart, Indiana 46516 and **GRIFFEN PLUMBING & HEATING, LLC**, located at 2310 Toledo Road, Elkhart, Indiana 46516, ("CONTRACTOR").

**RECITALS:**

**WHEREAS**, the heating units of the south side maintenance building at Elkhart Municipal Airport require replacement rather than investing in repairs ("Premises"); and

**WHEREAS**, the Elkhart Municipal Airport desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to perform the required project;

**WHEREAS**, the Contractor represents that it has the requisite expertise and ability to complete this project and guarantees that Contractor is properly bonded;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**SECTION 1. BOAC and Contractor agree as follow:**

CONTRACTOR agrees to furnish the services listed in the Proposal Q25718, attached to this Contract as Exhibit A.

**SECTION 2. Schedule.**

Services described in Section 1 shall commence on date to be agreed upon by both parties and will diligently perform as required until completion of this Contract by either party.

**SECTION 3. Payment.**

In consideration for the services rendered under this contract, the BOAC agrees to pay to the CONTRACTOR the sum of Twenty-Nine Thousand and Six Hundred Fifty-Two with 00/100 Dollars (\$29,652.00) upon inspection and approval by the City, under the terms and conditions described in the attached Exhibit A. No payment shall be made until the City's inspection reveals that the work is entirely completed, and no advance payment will be made.

**SECTION 4. Insurance.**

The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor performance under this Contract:



Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the City or the State. The City and State are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The City and State are to be named as additional insureds on a primary, non- contributory basis.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned City representative a certificate of insurance prior to the commencement of this Contract and proof of worker's compensation coverage meeting all statutory requirements of Indiana Code 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

The Contractor's insurance coverage must meet the following additional requirements:

- A. The insured must have a certificate of City issued by the Indiana Department of Insurance.
- B. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- C. The City and the State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the City and the State under this Contract shall not be limited by the insurance required in this Contract.
- D. The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the City.
- E. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the City to immediately terminate this Contract.

#### SECTION 5. *Indemnification.*

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, and City's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or Consultants.

#### SECTION 6. *Assignment.*

Neither this agreement nor any interest of Contractor herein may be assigned, sublet, or



transferred to a third party without prior written consent of the BOAC.

#### SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

#### SECTION 8. Compliance with State and Local Law.

Contractor agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of Contractor's services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

#### SECTION 9. E-Verify Compliance.

All terms defined in LC. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to LC. § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the BOAC with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the BOAC's authorized representative.

Should Contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the BOAC within seven (7) days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the BOAC has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

#### SECTION 10. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

#### SECTION 11. Entire Agreement.



This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

**SECTION 12. Authority.**

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**SECTION 13. Nondiscrimination.**

Contractor shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should Contractor be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

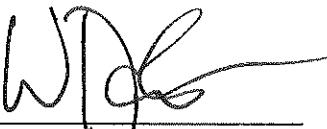
**SECTION 14. Severability.**

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

**SECTION 15. Council Appropriation.**

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Elkhart City Common Council, then, the BOAC shall have the right to terminate this Agreement without penalty by giving prior written notice to Contractor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all the required authorization as of the date first set forth above.



\_\_\_\_\_  
Douglas Thorne, President  
Board of Aviation Commission

By:   
Printed Name: Damien French  
Contractor

*Gritten  
plumbing  
heating*





Griffen Plumbing & Heating, LLC

Elkhart Municipal Airport  
1211 Co Rd 6  
Elkhart, IN 46514

Q25718

## **Elkhart Municipal Airport**

### Maintenance Buildings Heating Quote

#### **I. Equipment Installed**

- 3 Unit Heaters

#### **II. Scope of Work**

#### **Southside Maintenance Building**

- Install 3 - (2) 200,000 btu (1) 125,000 btu unit heaters-add electric, vent, gas
- Ensure proper gas piping, venting, and electrical connections
- Test heating performance and verify thermostat operation
- All equipment will have its own independent thermostat

**Total Price \$29,652.00**

#### **III. Notes & Recommendations**

- All heaters will be installed to meet code requirements.
- Future preventive maintenance should be done.
- This quote is only good for 10 days due to equipment pricing and tariffs changing rapidly.
- Electric is included in pricing
- If after 10 days just ask for a revised quote

Approved as to form and legality

*KD*





#### STANDARD EXCLUSIONS & CLARIFICATIONS

1. 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.
2. Adequate access and entry into site and work area(s) is required.
3. 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.
4. Permits, permit drawings, PSM or engineered drawings and engineering fees are not included unless otherwise indicated.
5. Structural engineering is not included.
6. Refrigerant is not included.
7. Asbestos abatement or testing of any kind is not included.
8. Painting, patching or drywall repair is not included.
9. Any valves which do not hold will be at an additional cost to the repair or project quote.
10. Insulation or fire stopping repair or replacement is not included unless otherwise indicated.
11. Customer will be responsible for removal of oil from site unless agreed upon otherwise.
12. 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.
13. 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.
14. All applicable sales taxes have been included unless otherwise indicated.
15. This proposal shall remain valid for 30 days.
16. Payment terms are net 30 days.
17. 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

Authorized Signature

11.26.25

Date

Doug Thorne, BOAC President

Printed Name & Title

Purchase Order No.





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## MEMORANDUM

---

**DATE:** 11/26/25

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Hangar 39, LLC letter for request for 20-year lease extension**

---

Hangar 39, LLC respectfully requests Board of Aviation Commissioners approval for a 20-year extension of their lease. Hangar 39, LLC fully acknowledges that, should the BOAC grant this extension, the annual land lease will be adjusted to reflect the current market rate. Additionally, Hangar 39, LLC understands that every three years, the annual lease may be subject to increases based on the cost of living, as determined by the United States Department of Labor Bureau of Statistics and changes in the Consumer Price Index. Additionally, Hangar 39, LLC provides with this request, an appendix which outlines the renovations & improvements they've made to their facility from 2007 to present day; which outlines their commitment & dedication to operating out of the Elkhart Municipal Airport. I ask the BOAC to approve this 20-year lease extension, pending approval of the City of Elkhart legal department.

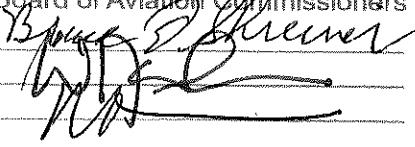
Thank you,

  
Andy Jones  
Airport Director

**I ask the Board of Aviation Commissioners to approve a 20-year lease extension for Hangar 39, LLC pending draft of agreement approved by the City Legal Department.**

Date 11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners





**Elkhart Municipal Airport**  
**Board of Aviation Commissioners**  
1211 Co. Rd 6 W.  
Elkhart, IN 46514

**Subject:** Request for 20-Year Lease Extension – Hangar 39

Dear Board of Aviation Commissioners,

**Background**

Since 2006, our companies—Welch Packaging, Patrick Industries, and NIBCO—have been proud tenants of the Elkhart Municipal Airport. Collectively, we employ approximately 3,500 individuals locally and more than 18,000 nationwide. The airport is a vital hub for our operations, enabling us to support offices and facilities across the country. We are committed to continuing our partnership with the Elkhart Municipal Airport and to expanding our presence in the region.

**Request**

On behalf of all members of Hangar 39LLC, I respectfully request your approval for a 20-year extension of our lease for Hangar 39. We fully acknowledge that, should the Board grant this extension, the annual land lease fee will be adjusted to reflect the current market rate. Additionally, we understand that every three years, the annual lease may be subject to increases based on the cost of living, as determined by the United States Department of Labor Bureau of Statistics and changes in the Consumer Price Index.

**Investments and Improvements**

Since acquiring Hangar 39 in 2006, we have made significant investments to maintain and upgrade the facility to modern standards. These improvements include:

- **2006:** Initial renovations, including plumbing, heating and air conditioning, office reconditioning, and electrical upgrades, totaling **\$84,000**.
- **2017:** Upgraded overhead hangar doors to a Schweiss strap system, refurbished and repainted the floor with epoxy paint, totaling **\$90,000**.
- **2006–2025:** Cumulative capital improvements amounting to **\$276,000**.
- **November 2025:** Ramp upgrade, totaling **\$41,000**.

A detailed breakdown of these expenses is included as Appendix A.

**Commitment**

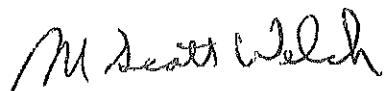
We remain dedicated to operating out of Elkhart Municipal Airport and to investing in the continued growth and modernization of Hangar 39. Our ongoing improvements reflect our commitment to maintaining a facility that meets current standards and supports our business needs.



**Closing**

Thank you for considering our request for a lease extension. We value our longstanding relationship with the Elkhart Municipal Airport and look forward to many more years of partnership. Please feel free to contact me at your convenience should you require any additional information or wish to discuss this request further.

Respectfully,

A handwritten signature in black ink that reads "Scott Welch". The signature is fluid and cursive, with "Scott" on the top line and "Welch" on the bottom line.

Scott Welch  
Hangar 39LLC



Hangar 39  
LLC  
Hangar Improvements 39

Appendix A

2007 H 38 Renovation 11,803.00

2007 Renovations

|                              |                  |
|------------------------------|------------------|
| Plumbing                     | 9,000.00         |
| Heating                      | 6,400.00         |
| AC                           | 8,950.00         |
| Carpet                       | 5,416.78         |
| Furn & Fixtures              | 10,601.66        |
| Paint/Wallpaper              | 15,833.00        |
| Interior Structure & Ceiling | 16,978.33        |
| Electrical                   | <u>10,218.94</u> |
|                              | 83,398.71        |

2010 Hangar ramp 9,278.00

2013 Lighting 2,820.00

2017 Renovations

|                            |           |
|----------------------------|-----------|
| Replace Overhead door      | 15,100.00 |
| Tankless Water Heater      | 1,554.00  |
| Washing/Painting           | 12,850.00 |
| Asphalt Maintenance - Ramp | 3,700.00  |



|              |                                |                   |
|--------------|--------------------------------|-------------------|
|              | Carpet - Office                | 2,067.00          |
|              | Floor Refurbish                | 36,603.00         |
|              | OH Door Lifting System         | 16,385.00         |
|              | Electrical                     | <u>2,358.00</u>   |
|              |                                | 90,617.00         |
| 2018         | Replace Heating System         | 6,000.00          |
| 2018         | Door                           | 4,473.00          |
| 2019         | Outside Lighting               | 375.00            |
| 2020         | Sealing Asphalt H38 & 39       | 1,600.00          |
| 2021         | Replace Gas lines to generator | 600.00            |
| 2021         | Replace Generator              | 19,500.00         |
| 2023         | Roof Repairs                   | 750.00            |
| 2025         | Ramp refurbishment             | 40,959.28         |
| <b>TOTAL</b> |                                | <u>272,173.99</u> |





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

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## MEMORANDUM

---

**DATE:**

11/26/25

**TO:**

The Board of Aviation Commissioners

**FROM:**

Andy Jones, Airport Director

**RE:**

Request Approval to approve Quote for Hangar 33 Roof Replacement.

---

Please approve quote from Tru-Kote Roofing for replacement of the hangar 33 roof in the amount of \$11,720.00 and please authorize the board president to sign this quote, pending legal approval from the City Legal Department.

Please approve quote from Tru-Kote Roofing for replacement of the hangar 33 roof in the amount of \$11,720.00 and authorize the board president to sign the quote pending approval from the City Legal Department.

Thank you,



Andy Jones  
Airport Director

Date 11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

cc: [Signature]  
Biggs [Signature]  
WTS [Signature]

Approved as to form and legality







## **Elkhart Airport Hangar Bldg**

### **Metal Roofing Project**

1301 Co Rd 6, Elkhart, IN 46514

Proposed by:

Doug Martin  
Cell (574)536-4326

Tru-Kote Commercial Roofing  
58867 County Rd 105  
Elkhart, IN 46517



Date: Nov 21, 2025

## Elkhart Airport Hangar Bldg Metal Roofing Project

To Whom It May Concern,

Thank you for the opportunity to submit a proposal for your roofing needs. Listed below are the specifications for the completion of your roofing needs.

Tru Kote Roofing is a family-owned business serving Indiana since 2010. Tru Kote has great experience and workmanship in the roofing industry. We have a good-standing relationship with Duro-Last and are also a recognized Duro-Last Elite Master Contractor.

Tru Kote Roofing work will be completed in the time frame both parties agree to. Work site to be cleaned and debris hauled away each day. The below prices, specifications and conditions are satisfactory and are accepted. All work order changes to be in writing, or with written PO. Some additional costs may apply.

All material is guaranteed to be as specified.

All agreements are contingent upon accidents, weather, or product availability beyond our control. Unless noted, any decking replacement, structural repairs/modifications, plumbing, HVAC, and/or electrical work needed to complete roofing project, are not included in this proposal. Any necessary permits required to complete the job are the responsibility of the customer.

If you have any questions, please feel free to call Doug (574) 536-4326

Sincerely,

*Doug Martin*

**Escalation clause:** Proposal is valid for 14 days. All materials are subject to availability and cost fluctuations subsequent to this Agreement. If there is an increase in the actual cost of the labor or materials charged to the Contractor subsequent to making this Agreement, the price set forth in this Agreement shall be increased by the excess amount without the need for a written change order or amendment to the contract. To reflect the price increase and additional direct cost to the Contractor, Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract.



Date: Nov 21, 2025

**Elkhart Airport Hangar Bldg Metal Roofing Project**  
*Approx 2,800 sq ft steel roof on pole barn hangar*

**Project Scope of work is as follows:**

Tear off and dispose of existing roofing material  
Install foil bubble insulation for vapor barrier  
Install new 28 gauge painted steel panels with exposed fasteners  
Install panels using matching screws w/ rubber washer  
Install matching trim and metal flashings  
Detailed trash clean up from gutters, surrounding lawn, and landscaping  
Magnetic sweep for fastener pick up

*Please note: Any structural damage that is uncovered and needs repair will incur additional cost*

**Base Bid = \$10,420.00**

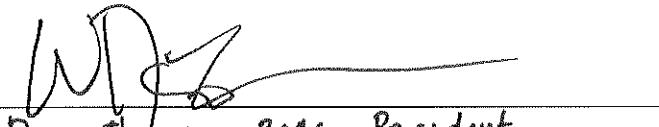
**Alternate to add Bubble Insulation under Metal as Vapor Barrier = \$11,720.00**

**Terms -**

**50% at signing of contract**

**Balance due upon completion**

Execute Contract Signature:

  
\_\_\_\_\_  
Doug Thorne, BOAC President

If you have any questions, please feel free to call Doug Martin  
Cell (574) 536-4326

Sincerely,

*Doug Martin*





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

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## MEMORANDUM

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**DATE:** November 21, 2025  
**TO:** Board of Aviation Commission  
**FROM:** Megan Erwin  
**RE:** Proposed Resolution

A RESOLUTION OF THE BOARD OF AVIATION COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELKHART & THE AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1484.

---

Dear Board Members,

The negotiating team for the City of Elkhart took the time to meet with the negotiating team for the American Federation of State, County and Municipal Employees Local 1484 (AFSCME). AFSCME represents employees in multiple departments across the city including Public Works, Streets, Central Garage, Buildings and Grounds, the Airport, Cemetery, and Police. The city negotiating team reached an agreement with AFSCME and the union membership voted and approved the proposed collective bargaining agreement. All parties now request that the Board of Aviation commission approve the *Collective Bargaining Agreement Between The City of Elkhart & The American Federation of State County and Municipal Employees Local 1484.*

Date 11-26-25

Approved by City of Elkhart  
Board of Aviation Commissioners

Blige B. Shiner  
W. J. G.



**Collective Bargaining Agreement**

**Between**

**The City of Elkhart**

**&**

**The American Federation of State County**

**and Municipal Employees**

**Local 1484**

**January 1, 2026**

**Through**

**December 31, 2028**

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## **Preamble**

**Whereas**, the obligation and responsibility for furnishing efficient service to the public is a mutual responsibility of the City and the employees of the City of Elkhart:

**Whereas**, the responsibility for the operation for the various departments of the City of Elkhart is imposed by law in the Mayor, the Board of Public Works, the Board of Public Safety, and the Board of Aviation Commissioners.

**Whereas**, the City recognizes its responsibility to provide service to the public, and the City recognizes the right of its employees to clarify administrative policy;

**Whereas**, the powers and duties of the Mayor, and the various boards listed above, cannot be delegated; however, the present administration does recognize that the employees of the City may associate together to select representatives and petition for redress of grievances;

**Whereas**, the Board of Public Works, Board of Public Safety, and Board of Aviation Commissioners of the City of Elkhart, Indiana, with respect to full-time hourly employees of the following departments: Cemetery, Street, Public Works and Utilities (including Wastewater Utility positions in Operations, Maintenance, Network Collection System), Central Garage, Aviation, Building and Code Enforcement, Public Buildings and Grounds Maintenance, Non-uniformed Hourly Police Department, Non-sworn and Non-uniform Hourly Fire Department Employees have negotiated and discussed wages, hours, and working conditions with representatives of American Federation of State, County, and Municipal Employees, Local 1484, AFL-CIO, acting on behalf of employees of the listed departments and have reached accord in regard to wages, hours, and working conditions, and other matters from January 1, 2026 through December 31, 2028.

**Now, therefore**, the City of Elkhart and Local 1484 of the American Federation of State, County, and Municipal Employees hereby agree as follows:

## **ARTICLE 1**

### **Recognition**

**Section 1.** For the duration of this Agreement, the City recognizes Local 1484 of the American Federation of State, County and Municipal Employees as the exclusive collective bargaining representative for hourly employees regularly scheduled to work forty (40) hours per week in the following departments whose job titles are listed in the pay grade table attached as Attachment A. If additional classifications are added which are within the scope of this bargaining unit, the pay table will be amended:

- a. Aviation;
- b. Cemetery;
- c. Building and Code Enforcement;
- d. Street;
- e. Public Works and Utilities---Wastewater (Operations, Maintenance, and Network Collection System);
- f. Public Buildings and Grounds Maintenance;
- g. Central Garage;
- h. Police Department---non-uniformed.
- i. Fire Department ---non-sworn, non-uniformed hourly

**Section 2.** Nothing in this Article or any other provision of this Agreement shall be construed to constitute an acknowledgment by the City that any work assignment, job classification, job position or any particular work is the exclusive right or ownership interest of any employee or group of employees represented by Local 1484 of AFSCME.

## **ARTICLE 2**

### **Non-discrimination**

**Section 1.** The City and Union agree that no applicant or employee shall be discriminated against because of their race, age, religion, color, sex, national origin, or disability as defined by law, except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient operation or as provided by law. Further, the City and Union agree that no applicant or employee shall be discriminated against because of Union membership or activities or a desire to refrain from same.

**Section 2.** The City shall abide by current State & Federal law regarding Title VII and the ADA and as amended.

## **ARTICLE 3**

### **Management Rights**

**Section 1.** The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Indiana, and the United States of America, City ordinances and Code and any modifications made thereto, and any resolutions or policies passed by City elected and/or appointed officials. Further, all rights that ordinarily vest in and are exercised by employers except to the extent such are specifically relinquished in this Agreement are reserved to and remain vested in the City, including but without limiting the following rights:

- a. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools, and equipment to be used and the discontinuance of any services, material, or methods of operation;

- b. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- c. to purchase or subcontract any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
- d. to determine and change the number, location, and type of facilities and installations;
- e. to determine the size of the work force and increase or decrease its size;
- f. to hire, assign, evaluate, and lay off employees, to reduce the workweek or the workday, or effect reductions in hours worked by combining layoffs and reductions in workweek or workday;
- g. to direct the work force, assign work, and determine the number of employees assigned to operations;
- h. to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content, and classifications;
- i. to establish wage rates for any new or changed classifications for personnel;
- j. to establish and, from time to time, to change work schedules;
- k. to establish and, from time to time, to change work and productive standards;
- l. to establish, maintain, enforce, and revise policies, procedures, regulations, and rules to govern conduct of employees in order to maintain safe and efficient operations;
- m. to discipline and discharge employees for just cause;
- n. to transfer, promote and demote employees from one classification, department, or shift to another under applicable law and other provisions of this Agreement;

- o. to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competencies of employees to perform available work;
- p. to determine an applicant's and employee's prior work experience, training, demonstration of relevant skills, ability or knowledge, performance record, and seniority as an employee of the covered departments subject to any applicable bidding procedures such as those set forth in Article 17; and,
- q. to operate its equipment with all personnel, including supervision for cross-training, instruction or emergency or challenging circumstances as it determines necessary and/or appropriate.

**Section 2.** In the event the City decides to subcontract work, processes, or services which would result in a layoff of any bargaining unit employee, the City, when practical, will give advance notice to the Union President in writing of its decision to subcontract. The City further agrees that the employment of part-time or intermittent workers shall not result in a layoff or a reduction in standard pay or loss of position to a bargaining unit member.

**Section 3.** The exercise by the City of, or its waiver of or its failure to exercise its full right of management or decision on any matter or occasion, shall not prohibit the City from exercising such rights in the future.

## **ARTICLE 4**

### **Union Business and Dues Check-Off**

**Section 1.** Employees selected by the Union president to act as union representatives shall be known as 'stewards.' The Union President or designee shall be allowed time as needed to respond to communications regarding Union matters City management.

**Section 2.** The administration of grievances shall occur during the employee's and /or the steward's non-working time. On occasion, and with the prior consent of the department head, the administration of a grievance may occur during the scheduled shift. If a grievance arises for which the department head determines there is a need to meet on non-work time, then the department head will meet with the steward at a mutually convenient time.

**Section 3.** Union representatives shall give their department heads prior written notice if they expect to be absent from work to participate in Union business permitted by this Article. The written notice shall be given the same number of business days in advance as the amount of time requested, with a twenty-four (24) hours prior written notice minimum. For example, a request for a two-day (2) absence from work will require that notice be given two (2) business days in advance of the absence.-The absence contemplated in this Section is without pay.

**Section 4.** An employee or Supervisor may request the assistance of a steward during working time if the employee is to meet with a supervisor and the purpose of the meeting is discipline of the employee, or the employee is to be questioned which may ultimately result in disciplinary action against that employee.

**Section 5.** No more than four (4) union representatives, with no more than one (1) union representative from any one department, may be granted leave without pay to attend union sponsored conventions, meetings and/or seminars. The City will provide paid time for two (2) members for a maximum of 3 days annually for such purposes. The time will be paid only for days the employee would have otherwise worked. To qualify for leave with or without pay under this Article 4, the Executive Board of AFSCME Local 1484 must make written application to the department head at least thirty (30) days prior to the scheduled event. The total number of days of unpaid leave granted pursuant to this Section shall not exceed ten (10) for any one employee, or thirty-five (35) days in total for all employees in any calendar year.

**Section 6.** All union dues, uniformly levied by the Union on employees covered by this Agreement shall be deducted from the first paycheck of each month and remitted by the City to AFSCME Council 962 1424 North Pennsylvania Street Indianapolis Indiana 46202. No deduction shall be made, however, unless the Employee has authorized the deduction on the appropriate form within thirty (30) days of the effective date of this Agreement. Payroll shall send monthly dues paying members list to both the President of the Local 1484, or his designee, and to the AFSCME Council 962 Indianapolis office.

**Section 7.** If an error is discovered with respect to any deductions made pursuant to this Article, the City shall correct the error by appropriate adjustments in the next paycheck of the employee, or the next submission of funds to the union. Additionally, if excessive monies have been collected by the City and submitted to AFSCME Council 962, the union (and not the City) shall refund such monies to the appropriate person(s). Further, the union agrees to indemnify the City and hold the City harmless from and against any and all claims, demands, suits or other forms of liability that may arise by reason of the provisions of this Article 4.

**Section 8.** The City agrees to give a (7) seven-day notice to the President of Local 1484 and allow one (1) steward/representative from AFSCME (15) fifteen unpaid minutes to talk to new employees about the union. It is the Union's responsibility to distribute Union information to new employees. The City will not encourage nor discourage employees from joining the union.

## **ARTICLE 5**

### **Hours of Work**

**Section 1. Work Schedule.** The nature of work performed by a municipality and its employees requires that work schedules vary considerably within the City of Elkhart.

Management retains the right to designate the time the workday begins and the time the workday ends but shall include eight (8) hours of time worked. The normal work week shall consist of forty (40) hours worked. All hours worked in excess of eight (8) hours a day shall be compensated as overtime. Under this section, vacation, paid holidays and paid sick hours shall constitute hours worked if the same are part of the scheduled workweek of an individual employee. On-call pay does not constitute hours worked when Employee is not called into work or does not receive a call for expertise as described in Section 3, below.

## **Section 2. Lunch Time and Break Time**

Employees of Public Works, Street Department, Central Garage, Airport, Cemetery, Buildings and Grounds, and Fire Department mechanics shall be granted two paid fifteen (15) minute breaks; conditions permitting, to be taken in either together or in two increments of fifteen (15) minutes each. These breaks shall be determined by the supervisor, in a manner that does not interfere with the efficiency of the department work group. This break is to be preceded by and followed by an extended work period; therefore, it shall not be used to cover an employee's late arrival or early departure from work. Break time is not cumulative if not taken.

All other employees subject to this Agreement, under normal working conditions (i.e., an emergency does not exist), are entitled to a thirty (30) minute lunch period without pay. The City shall designate the time of day when the lunch period shall begin. If due to workload or supervisor instruction, the employee is unable to take lunch, said employee shall be paid for that half hour. However, Employees may, as a work group, elect to work through this unpaid lunch on an ongoing basis. If this option is exercised by the work group, the City may reschedule an individual employee's workday, and therefore the City retains the right to designate the time when the workday begins and the time when the workday ends.

If any employee is required to work two (2) hours or more beyond the end of their regular

shift, the employee shall be granted a ten (10) minute paid break time at the beginning of each two (2) hour period.

**Section 3. On Call.** The Supervisor of the division, following proper safety standards and with input from employees in the division, determines how many on-call employees at any time, and of what classification, are appropriate and how the on-call system will work for their Division. An up-to-date telephone number that rings into the principal place of residence, or a cellular phone which is exclusively the employee's, is essential and required in order for the City to call its employees in times of emergency. Answering machines are not an acceptable method of answering the telephone due to the delay in calling the next senior person when waiting for a call back from the previous person. An answer by the answering machine will be considered a no answer and the next employee will be called. The supervisor doing the calling will leave a message on the answering machine stating that the department has called. Text messaging shall not be an acceptable form of notification. If an Employee does not answer while on-call, and does not call back within fifteen (15) minutes, that Employee shall not receive on-call pay for that day. If the supervisor receives a replacement employee within fifteen (15) minutes, but the on-call employee returns the call within fifteen (15) minutes, the on-call employee will keep his/her on-call pay.

Employees on-call after hours on a scheduled workday will receive 1 hour at their hourly rate for each day they are on call. If an employee is on-call and called back into work, they will receive a minimum of two (2) hours of overtime (time and a half) in addition to the on-call pay.

Employees on-call on a scheduled off day will receive two (2) hours at their hourly rate for each day they are on-call. If an employee is on-call and called into work on a scheduled day off, they will receive a minimum of two (2) hours overtime (time and a half) in addition to the on-call pay.

Employees on-call on a City-designated holiday or the actual holiday, will get two hours at their hourly rate for each day. If an employee is called in on a City-designated holiday or the actual holiday, they will get a minimum of two (2) hours at double their hourly rate in addition to the on-call and holiday pay. If an employee is called, whether on-call or not, by an operator or management in regard to advisory information requiring their expertise to address a time-sensitive, work-related issue, the employee who is called will receive one (1) hour of pay at their regular hourly rate.

**Section 4.** Attendance at training, safety, or departmental information meetings, at times other than during an employee's regularly scheduled shift, shall not be considered recall or call-in time.

**Section 5.** During times of storm, breakdown, public disaster, or other emergencies, it shall be the employee's responsibility to return the supervisor's/designee's call to report to work within fifteen (15) minutes. Failure to do so shall cause an employee not to be entitled to claim he/she should have received an emergency work assignment. It will be the employee's responsibility to provide the department with updated phone contact information.

## **ARTICLE 6**

### **Overtime Pay and Scheduling**

**Section 1.** Due to nature of some of the work to be performed (emergency, snow, storms, floods, earthquake, etc.) to assure the common welfare of the general public, management may require any employee of the department to work overtime. All time worked by employees covered by this Agreement, with supervisory permission, in excess of the eight (8) hour workday as defined in Article 5, Section 1, Hours of Work, will be compensated as overtime. This provision shall not prohibit, however, an employee and his supervisor, from time to time, from

arriving at a mutually acceptable variation from the normal workday or normal work schedule, which variation shall not result in payment of any overtime. The rate of pay for overtime is one and one-half (1 ½) hours times the employee's regular straight time hourly rate of pay for each hour of overtime worked. It is understood there shall be no duplicating or pyramiding of overtime.

**Section 2.** Overtime compensation shall be calculated by one and one-half (1½) times the employee's regular straight time hourly rate multiplied by the actual amount of time worked in excess of the eight (8) hour workday. The employee, with permission of the employee's supervisor, may choose monetary overtime compensation or crediting compensatory time off a rate of one and one-half (1-1/2) times the actual amount of time worked in excess of the regular eight (8) hour workday. If the employee does not indicate otherwise, the overtime shall be compensated monetarily on the next regularly scheduled payday after the overtime is earned. Compensatory time off with pay must be scheduled with the permission of the employee's supervisor. Compensatory time earned in a year shall be taken by the last pay period of that year. If due to staffing and scheduling the compensatory time cannot be taken by the last pay period of the year, the compensatory time shall be paid in the final paycheck of the year. During the calendar year an employee can accrue up to twenty-seven (27) hours worked/forty and one-half (40.5) hours compensatory time. Once an employee has accrued the maximum of compensatory time, additional overtime must be paid. An employee can continue to earn compensatory time once their accrued balance is below twenty-seven (27) hours worked / forty and one-half (40.5) compensatory time.

**Section 3.** When advance scheduling permits, as determined by management, wherein management knows no later than one (1) hour before the end of a shift on any workday that an overtime assignment is necessary the next working day or next scheduled shift, employees shall

be scheduled for such overtime in a rotation schedule in order of classification seniority, except in the Street Department which overtime shall be scheduled in rotation by shift classification in order to attempt to equalize the overtime opportunity, so long as management in its judgment, is able to work employees with the present skills, qualifications, and abilities to perform the work required. For unique situations such as notification late on the last day of the workweek or when an employee is not off duty sixteen (16) hours before returning to work (such as the swing shift and short notice comes up that overtime is necessary), the decision to use the rotation schedule will be determined by management. If a department or work group and their supervisor work out an alternative mutually agreeable overtime assignment which is approved by the union president or designee and president of the Board of Public Works, or Board of Public Safety, such alternative overtime assignment shall not be grievable.

**Section 4.** In the event the City inadvertently makes an error to assign overtime in accordance with Section 1 of this Article, the employee who was entitled to the work shall be given, within thirty (30) days of the missed assignment, additional work equal to that which the employee would have worked but for the missed assignment. The employee must request the makeup work no later than the first business day following the end of the next payroll period in which the missed assignment occurred. Should the City make an additional missed assignment, within the same calendar year, causing the same employee to be left out of an overtime assignment he should have been awarded, the City agrees to compensate the employee in pay in the same amount as the employee would have earned had he received the assignment.

**Section 5.** In the event the City shuts down and/or sends employees home with pay after they have come to work, Employees required to come into work, or required to stay, shall be paid twice the normal rate of pay including certification pay.

## **ARTICLE 7**

### **Holidays and Holiday Pay**

**Section 1.** Employees are entitled to receive as a day off for each legal holiday which shall be no less than that set forth in the holiday schedule ordinance in effect at the time of the execution of this Agreement. There will be twelve (12) scheduled holidays in any non-election year and fourteen (14) scheduled holidays (including election days) in any election year. Each Employee shall be paid holiday pay as provided in the salary ordinance adopted each year by the Elkhart Common Council. If during the life of this agreement, the City increases the number of holidays observed, the Union shall be granted the additional holidays as well.

If an Employee is required to work on a city observed or actual holiday, the Employee shall receive one and one-half (1½) times the Employee's regular hourly rate in addition to the holiday pay as provided in the salary ordinance. Any Employee who is scheduled off on a designated holiday and subsequently works that designated holiday, will be paid two (2) times their regular rate of pay in addition to the holiday pay as provided in the salary ordinance. If an Employee completes a scheduled work shift on a holiday and returns home only to be called back to work, the Employee will be paid two (2) times his regular rate of pay for the call-back on the holiday. If an Employee fails to report to work on a regularly scheduled workday that falls on an actual holiday, the Employee will not receive holiday pay for that holiday.

**Section 2.** To be eligible to receive holiday pay as set forth in Section 1, the employee must work all of the normal workday hours of the employee's scheduled workday immediately before the designated holiday, and all of the normal workday hours of the employee's scheduled workday immediately after the designated holiday. Contractually granted leave approved in

advance by the department head (vacation, bereavement, personal day, or other excused absences approved by the department head) shall be considered time worked for purposes of this Section

2. An employee scheduled to work on the holiday who does not report to work as scheduled shall not receive holiday pay. In the event that the inability to report to work on a scheduled holiday is due to a just cause, holiday pay shall be granted. The employee shall be required to provide tangible proof of the incident in question.

**Section 3.** An Employee who uses a sick day the day before and/or after a designated holiday is not eligible for holiday pay pursuant to this Article, unless the Employee provides a physician's medical certification acceptable to the City which verifies the Employee's illness or injury and date(s) of incapacitation. The City reserves the right to verify, through investigation and reasonable inquiry, the Employee's injury or illness and/or to obtain a second medical opinion at the City's expense. An Employee's refusal to cooperate with the City's requests for information pursuant to this Section will result in the Employee's disqualification for holiday pay.

**Section 4.** If a designated holiday falls on an employee's regularly scheduled day off, the employee is still eligible for holiday pay as long as the employee is otherwise qualified for holiday pay pursuant to other provisions of this Article.

**Section 5.** When Spring Daylight Savings Time takes effect, which results in a seven (7) hour workday for third shift personnel, the affected personnel will have the opportunity to make up the lost time of one (1) hour by reporting to work one (1) hour prior to their scheduled shift or by staying one (1) hour past their scheduled shift. Arrangements for the amended work schedule will be approved by the administration of each department to ensure maximum manpower coverage.

## **ARTICLE 8**

### **Personal Hours**

**Section 1.** After completing one (1) year of continuous employment with the City, each Employee is entitled to sixteen (16) hours of personal time off with pay to be paid at the regular hourly rate. Personal hours off must be used during the one year from the Employee's anniversary date (of employment with the City) to the next anniversary date.

Personal hours do not accumulate year to year. Therefore, an Employee must use any personal hours by his or her next anniversary date of employment; otherwise, the Employee will forfeit any unused personal hours.

Personal hours may be taken in no less than one half ( $\frac{1}{2}$ ) hour increments.

## **ARTICLE 9**

### **Vacation**

**Section 1.** Vacation time shall be no less than that provided in the vacation ordinance adopted by the Elkhart Common Council for non-bargaining employees in effect at the time of this agreement. If during the duration of this agreement, the City increases the number of vacation days, the Union shall be granted additional vacation days as well.

**Section 2.** Vacation shall not accumulate from year to year and must be taken before the next anniversary date of hire or it shall be forfeited. Vacation shall be taken in increments of one half (1/2) hours.

**Section 3.** Employees are entitled to the following allotments of vacation time

- a. Two (2) weeks' vacation with pay with less than one (1) year of continuous full-time employment with the City. (Prorated if the employee separates prior

to completing their first year of employment)

- b. Three (3) weeks' vacation with pay after three (3) years of continuous full-time employment with the City.
- c. Four (4) weeks' vacation with pay after six (6) years of continuous full-time employment with the City.
- d. Five (5) weeks' vacation with pay after fourteen (14) years of continuous full-time employment with the City .

In addition to the above vacation allotment, an Employee with nineteen (19) or more years of continuous full-time employment with the City shall receive:

- a. One (1) additional vacation day with pay after nineteen (19) years of continuous full-time employment with the City.
- b. One (1) additional vacation day with pay after twenty (20) years of continuous full-time employment with the City.
- c. One (1) additional vacation day with pay after twenty-one (21) years of continuous full-time employment with the City.
- d. One (1) additional vacation day with pay after twenty-two (22) years of continuous full-time employment with the City.
- e. One (1) additional vacation day with pay after twenty-three (23) years of continuous full-time employment with the City.

The maximum amount of vacation with pay allotted to an Employee under this Article shall be six (6) weeks and shall be applicable only for an Employee with more than twenty-four (24) years of continuous full-time employment with the City.

**Section 4.** All vacation is subject to approval by the employee's supervisor, who shall

approve or disapprove the selected dates within two workdays of the employee's request. The dates each employee shall take vacation shall be determined by the City in order of seniority. Once an employee's vacation dates have been selected and approved by the employee's supervisor, another employee with more seniority cannot force a change.

**Section 5.** For critical schedule operations, an employee shall be required to request vacation in advance by the same number of days as the duration of the vacation (e.g., if the employee wants a three (3) week continuous vacation, the employee must request it at least three (3) weeks in advance). In the event of an unforeseeable situation where the employee has no other paid time off benefit to cover needed time (e.g. sick time), vacation pay for that time may be approved by management. Management may require proof of such situations before granting approval to use vacation pay.

**Section 6.** If employment terminates for any reason, vacation that has been earned by reason of employment in the prior year, but not yet taken, shall be paid to the employee or the employee's heirs as determined by the Indiana laws of descent and distribution. Vacation is a benefit and not part of wages. Therefore, vacation is not earned by virtue of work during a partial year in which termination occurs. Rather, vacation is allotted upon the employee's anniversary date of hire.

## **ARTICLE 10**

### **Sick Hours**

**Section 1.** The City provides paid sick leave benefits to all regular full-time Employees for periods of temporary absence due to non-work-related illnesses or injuries. Each eligible Employee shall receive sick time hours as stated in the Employment Handbook, as follows:

- a. Employees shall earn four (4) hours of sick time every two (2) weeks.

- b. Sick hours are hours off of work with pay at the Employee's regular hourly rate for the maximum amount of eight (8) hours for each workday.
- c. Sick hours shall not be used in increments of less than one-half (1/2) hour at a time.
- d. If an off-duty illness or injury results in the need for medical leave under Article 11 (Family and Medical Leave, Short Term Disability and Salary Continuation), an Employee will be required to use any unused portion of the Employee's sick hours at the onset of a medical leave. The sick days used at the onset of medical leave will reduce the number of days of salary continuance pay by the number of sick hours used at the onset of any medical leave.

**Section 2.** Sick hours are made available to compensate an employee who is unable to work due to an illness, a non-work-related injury or by engaging in treatment prescribed by a medical doctor approved by the City. Sick hours may also be used by employees to attend to the illness, injury or bona fide medical treatment of an employee's spouse, child, or parent. Time off requests to use sick hours for personal medical treatment or to attend to medical treatment of qualified family members as previously stated requires proof of the appointment for approval. The Employee, who is unable to work due to personal or family member illness or injury, shall notify their supervisor prior to the scheduled time for reporting to work. An employee, who needs time off for non-emergency medical treatment, shall notify their supervisor of such need at least twenty-four (24) hours in advance.

**Section 3.** Misrepresentation by an employee of any facts to support a claim for the use of sick hours shall be grounds for disciplinary action and may result in the employee's termination from employment.

**Section 4.** An employee reporting absent for more than three (3) consecutive workdays may be required to present a doctor's certification stating the dates of inability to work and the date the employee is able to return to work. All such medical statements will be provided by the employee to the Human Resources Department. Absences of more than three (3) consecutive workdays will also be considered under the Family and Medical Leave Act, if the employee is eligible and the circumstance warrant. Employees who are unable to report to work due to illness or injury must notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. The intent and purpose of sick time is to serve as an insurance policy to pay the Employee, at their present rate of pay, for time off work due to their extended illness or injury or that of an immediate family member. Any misuse, falsification of documentation or misrepresentation regarding use of sick time will result in disciplinary action up to and including discharge.

**Section 5.** Any payout of any sick leave benefits is set forth in the employee handbook.

## **ARTICLE 11**

### **Medical Leave and Salary Continuation**

**Section 1.** The City recognizes all employees who qualify for benefits given to them by the Family Medical Leave Act of 1993 and as amended (FMLA). FMLA is concurrent with salary continuation benefits.

**Section 2.** Medical leave will be approved when supported by a written statement from the employee's physician. A medical leave (including FMLA leave) will not be extended for more than twenty-six (26) weeks for any sickness, injury or disability or concurrent sickness, injury or disability. Medical leave is defined as a leave because of illness or injury which lasts more than seven (7) calendar days.

**Section 3.** Non-uniform Police & Fire Personnel, and Aviation Personnel who continue

under their current sick day program as addressed in Article 10, Section 1 and are approved for medical leave under this Article, will be compensated for any accrued sick time under Article 10, Section 1. Upon exhaustion of such employee's accrued sick time, all remaining medical leave will be without pay unless the employee elects to use accrued vacation time. All other employees on medical leave, including non-uniform Police & Fire Personnel and Aviation Personnel hired after January 1, 2005 and non-sworn, non-exempt Police Personnel and Aviation Personnel who converted to the "new sick day program" under Article 10, Sections 2 through 10 effective January 1, 2002, shall be paid Five Hundred and Twenty-Five (\$525.00) per week until they are able to return to work up to a maximum twenty-six (26) weeks commencing seven (7) calendar days from the date of such illness or injury. This salary continuation is intended to be wages, therefore, insurance, social security, and PERF as well as any applicable taxes will be withheld. The salary continuance payroll check will be issued bi-weekly by the City. Any leave which extends beyond twenty-six (26) weeks shall be without pay unless the employee elects to use accrued vacation time.

**Section 4.** An employee is eligible twice for a maximum of twenty-six (26) weeks of salary continuation in any rolling twelve (12) month period. During an employee's medical leave, the City will pay the City's share of the employee's (and employee's family's) City group insurance for a maximum period of six (6) months provided the employee continues payment of his share of the premium.

**Section 5.** If an employee is injured or becomes ill while off duty on vacation causing medical leave to be necessary at the time he is scheduled to return from vacation, such medical leave will be effective on the first day he is scheduled to return to duty from vacation.

**Section 6.** If an employee's medical leave lasts more than one (1) month, said employee will not be eligible to take any vacation for a minimum of one (1) month after returning to work

to allow work backlog to be caught up. However, such employee will not lose vacation time that he otherwise could have been taken during such thirty (30) calendar day period if delayed by management beyond his anniversary date. An employee on medical leave shall not lose any vacation earned prior to the illness or injury but shall not earn additional future vacation time during the period of time the employee is off work on medical leave. In such case, the employee will earn vacation during the year the leave occurs as follows: the number of days not on leave divided by 365 days and the resulting fraction shall be multiplied by the days of vacation had the employee not been on leave.

**Section 7.** Employees on medical leave of absence will continue to accrue seniority during such medical leave.

## **ARTICLE 12**

### **Compensable on the Job Injuries**

**Section 1.** Employees who may become injured on the job in an accident arising out of or in the course of their employment under circumstances which would qualify the employee for benefits under the Workers' Compensation Act or the Occupational Disease Act, shall report the matter to their supervisor by the end of the shift for instructions on the procedure for medical care under the provisions of the Workers' Compensation Act of the State of Indiana.

**Section 2.** The reporting of all accidents to the supervisor is necessary and must be prompt and accurate in order to ensure proper handling of all compensable claims.

**Section 3.** An employee injured, or who incurs a work-related illness, on the job will not need to use any sick hours to visit a doctor or otherwise seek emergency medical care (including follow up medical care or treatment). On the other hand, if the injury or illness is such that the physician releases the employee to return to work after the examination and simple treatment, the

employee is expected to return to work. The employee will receive full pay for the day of the injury under these circumstances so long as the employee returns to work on that day if instructed by the physician.

**Section 4.** For the first on the job injury of the year covered by this Agreement, an injured employee will receive full pay during the first week. For injuries received due to an intentional tortuous act, an injured employee will receive full pay during the first week. If Workers' Compensation later pays benefits to the employee for that week, those benefits will be reimbursed to the City.

**Section 5.** While an employee is on Workers' Compensation leave the Employer will continue to pay the Employer's share of the health insurance premium provided that the Employee continues payment of his/her share of the premium. The Employee will be required to pay the premiums for any additional group benefits the employee has elected to continue coverage during the leave.

## ARTICLE 13

### Bereavement Leave

**Section 1.** Regular full-time employees will be allowed up to five (5) workdays off without loss of pay in the event of death of the employee's immediate family members including spouse, significant other, parent, step-parent, grandparent, step-grandparents, grandchild, step-grandchild, siblings including step-brothers, and step-sisters, son, daughter, or step-children.

**Section 2.** Regular full-time employees will be allowed up to three (3) workdays off without loss of pay in the event of death of the employee's spouses/significant others father/mother son/daughter brother/sister or grandparents.

**Section 3.** Regular full-time employees will be allowed up to one (1) workday off without loss of pay in the event of death of the employee's uncle, aunt, niece or nephew.

**Section 4.** Employees may, with their supervisor's approval, use vacation or personal paid days off for additional time off as necessary.

**Section 5.** Bereavement leave shall be no less than that provided in the Employee Handbook for non-bargaining employees in effect at the time of this agreement. If during the duration of this agreement, the City increases the number of bereavement days, the Union shall be granted the additional bereavement days as well.

## **ARTICLE 14**

### **Jury Duty**

**Section 1.** It shall be the policy of the City of Elkhart to encourage its employees to avail themselves of the opportunity of serving upon juries when so called. When so called, upon proper proof submitted and upon prior notice having been given to the appropriate department head, regular compensation shall be given during the time such employee is actually involved in jury duty. Any jury fees received by an employee shall be kept by the employee. If an employee is released from jury service during working hours, the employee shall report for work, to the extent reasonable and practical.

## **ARTICLE 15**

### **Seniority**

**Section 1.** Seniority shall be defined for purpose of this Statement of Policy as an employee's length of continuous service with the City of Elkhart since their last date of hire.

- a. Each employee shall be considered a probationary employee for his first ninety (90) calendar days of continuous service, after which the employee's seniority shall date back to the employee's date of hire. At the department head's discretion, the trial period can be extended an additional ninety (90) calendar

days. The probationary period shall not extend beyond a total of one hundred eighty (180) calendar days.

- b. Management will notify the employee and the Union, in writing, of an extension of an employee's probationary period by the end of the first probationary period.
- c. There shall be no seniority among probationary employees, and each may be laid off, discharged or otherwise terminated at the sole discretion of the City.

**Section 2.** Continuous service or employment shall be defined for the purpose of this statement of policy as the length of non-cumulative active employment as a municipal employee of the City of Elkhart.

**Section 3.** Previous periods of continuous service, when there has been a break in service of no more than thirty (30) days shall be recognized in the computation and vacation. For this benefit, the sum of eligible cumulative employment with the City of Elkhart will be applicable.

**Section 4.** The City shall make its decisions in regard to promotions, increases or decreases in the working forces of the departments, based upon the employee's skills, qualifications and abilities, except that if those factors for each of two (2) employees are basically equal, then their seniority shall govern what action the City takes. Following decreases in the workforce, employees who were laid off shall be given first consideration when re-hiring becomes necessary. These employees shall have seven (7) calendar days (fourteen (14) calendar days if a notice is required to an interim employer is necessary) to return to work from the date of notification by First Class United States mail of an opportunity to become re-employed again by the City of Elkhart. Each department shall post a list of employees within the respective department with the beginning date of their current employment. Up to date job classifications also shall be posted within respective departments.

**Section 5.** In situations of layoff, the laid off employee must displace another employee within his department as long as the employee being displaced has less seniority than the employee displacing him. A laid off employee who cannot stay within his department may displace another employee in a different classification or department as long as the employee has the seniority, skills, qualifications, and abilities that is equal to or more than the employee he is displacing.

**Section 6.** If an employee is promoted to a supervisory position (foreman or above), except the position of department head or elected official, his bargaining unit seniority will be frozen for one year as of the date of promotion, and he will not be permitted to bid on a bargaining unit position while in a supervisory position. If that employee subsequently is removed from that position for any reason other than discharge for cause, then he/she may return to the bargaining unit within one year and retain his/her bargaining unit seniority. After one year if he/ she returns to the bargaining unit he/she will be considered a new AFSCME employee with no seniority. The employee shall return to their former classification as long as he/she does not cause a layoff of another employee in that classification or in the event a return to the former classification would cause a layoff, the employee shall return to the next available opening in the bargaining unit for which he/she has bargaining unit seniority and the present skills, qualifications and abilities to perform.

**Section 7.** An employee who bids into a new department from another department shall have his/her prior departmental seniority included in the time worked in the new department after a period of 12 months for purposes utilizing departmental seniority.

## **ARTICLE 16**

### **Posting of Job Vacancies, Bidding and Transfers**

**Section 1. Posting.** A job vacancy in any classification covered by this agreement shall be posted City wide as soon as management reviews the position, job description and any other factors necessary, in the City's sole discretion, if the position is in fact needed at all. Each opening is an opportunity for the City to review organization human resources requirements. City will note on posting when trial period and therefore pay for the new position will begin.

**Section 2. Bidding.** Departments for purposes of this Article shall mean Cemetery, Street, Public Works and Utilities including Operations, Network, Maintenance and Collections, Central Garage, Buildings and Grounds Department, non-uniformed hourly employees of the Police Department and Airport, non-uniformed hourly employees of the Fire Department, and Building and Code Enforcement.

- a. All employees except those with a disciplinary action pending or upheld at a level more severe than verbal or written warnings in the prior six (6) months covered by this Agreement may bid on a posted job. The job will be posted City wide for seven (7) days to find a qualified candidate to fill the position. AFSCME employees in the department with the open position will have three (3) days to submit a bid for priority consideration under subsection (b)(1) of this section. If any qualified AFSCME employees within the department submits a bid, Human Resources will discontinue the posting. No employee covered by this agreement with less than three (3) years seniority shall be allowed to bid on a job at a lower pay classification outside of his department.
- b. The City shall select a candidate for the open position per the following order of

consideration:

- i. The bidder from within the department with the open position with the most skills, qualifications, and abilities for a given job, provided any bidder meets the minimum skills, qualifications, and abilities. If skills, qualifications and abilities are basically equal, then departmental seniority shall be the controlling factor.
- ii. The bidder from within the bargaining unit with the most skills, qualifications, and abilities shall be selected as long as the member of the bargaining unit meets the minimum skills, qualifications, and abilities and criteria of the job description. If skills, qualifications and abilities are basically equal, then bargaining unit seniority shall be the controlling factor.
- iii. A bidder from outside the bargaining unit.

- c. In the event the City determines there is no bidder qualified to fill the vacancy, it may hire a new employee for the vacant position.
- d. Upon selection, the successful bidding employee will be placed in the open position for a trial period of thirty (30) calendar days. At the department head's discretion, the trial period can be extended an additional thirty (30) calendar days (i.e., a maximum total of sixty (60) calendar days trial period) for jobs requiring higher degrees of technical training, such cases explicitly documented in job descriptions. Management will notify the employee and the Union in writing of extension by the end of the first thirty (30) calendar day period if the additional probation period is deemed necessary. If at any time during such trial period, the department head determines that such employee is not able to perform adequately

the responsibilities of such position, then such employee shall be so notified and shall then revert to his former classification or position, and any other employee who has changed position or classification, as a direct result of the initial employee's selection for the open position also will revert to his former position or classification with eligibility to bid during the ensuing year. Any employee who bids for a job and refuses to attempt to qualify for such position when entitled to do so shall return or remain in the previously held position or classification without bidding eligibility for one (1) year.

**Section 3. Transfers.** Notwithstanding the rules on bidding, transfers from one department to another, or within a department for the convenience or benefit of the department, may be made by the department head when possible and advisable. Transfer requests should be submitted to the City's Human Resources Office, who shall then make a written recommendation to the appropriate department head for action. If the occasion arises that transfers must be made for the good of the City, each case will be discussed with the individual concerned before the transfer is made. This Article will not be used to displace the general bidding or layoff procedure. This Article modifies the bidding and layoff procedure order for the limited basis on transfers as described in this Section and is subject to prior notice to the Union.

## **ARTICLE 17**

### **Training Opportunities**

**Section 1.** Training is a benefit to both management and the Union. All in-house training opportunities in City departments shall be posted by the respective department head. Voluntary training through outside courses, which directly relate to an employee's job, shall be reimbursed by the City only if it is done with the departmental management and Human

Resources prior approval and the employee successfully completes the class. An individual who is unable to receive training during a given year due to financial or other constraints on the City, will be given priority in subsequent years for training as more opportunities become available.

**Section 2.** Training is a benefit to both management and the Union. All in-house training opportunities in City departments shall be posted by the respective department head. Voluntary training through outside courses, which directly relate to an employee's job, shall be reimbursed by the City only if it is done with the departmental management and Human Resources prior approval and the employee successfully completes the class. When a CDL is required for a position, the City may pay the initial cost of the training and the Employee shall execute a payback agreement which shall expire at the end of two years of continuous employment following the completion of the training. It is the Employee's responsibility to comply with any license and/or certification obligation.

## **ARTICLE 18**

### **Military Service**

**Section 1.** Military leaves of absence shall be governed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended from time to time. Under USERRA, an employee who volunteers or who is ordered or drafted to United States military service is entitled to, upon written request, a leave of absence, without pay, and without prejudice to his status with the City.

- a. An employee serving with the armed forces shall, upon discharge or separation, be restored to the job previously held, or to a job comparable with regard to work, rate of pay, and benefits, except as limited by Article 15 (Seniority) regarding reductions in force.

b. An employee who desires reinstatement under USERRA must apply with the City for reinstatement within the time period, as specified by USERRA, following termination of his military service.

**Section 2.** An employee who is a member of a recognized reserve component of the armed forces of the United States or the Indiana National Guard shall be entitled to a leave of absence for required active duty training. The employee shall be entitled to fifteen (15) calendar days per year (January 1- December 31) without loss of time or pay and benefits for such time as the members of the National Guard in military service, on training duties of the State of Indiana, under order of the governor as Commander-in-Chief, or as members of any reserve component under the order of the component authority. If such military training duty extends beyond fifteen (15) days per year, the employee, upon his request, shall be entitled to unpaid leave. The employee shall give the City, whenever possible, two (2) weeks prior notice.

**Section 3.** Matters arising regarding military leave which are not covered by this Article shall be determined by the City and as provided by the Uniformed Services Employment and Reemployment Rights Act of 1994.

## **ARTICLE 19**

### **Work Rules**

**Section 1.** The City shall have the right to establish, maintain, enforce and revise policies, procedures, regulations and rules to govern the conduct of employees. Any action by the City to enforce work rules shall be subject to the grievance and arbitration procedure.

**Section 2.** When the City establishes or revises its policies, procedures, regulations and rules, any changes will be communicated to all employees and five (5) days shall be given for adjustments. A copy of all revised policies, procedures, regulations and rules shall be provided to

each affected employee in writing and posted in the applicable department prior to implementation, except in the case of an emergency or safety issues. A copy of all written rules and policies shall be made available to any employee within a reasonable time after a copy is requested.

**Section 3.** The City agrees that, where appropriate, progressive discipline shall be utilized in the enforcement of rules, regulations and policies. However, the Union acknowledges and agrees that certain misconduct is so egregious that the appropriate response may warrant severe discipline, up to and including termination of employment. Notification of a pending disciplinary action shall be given to the employee within ten (10) working days and discipline shall be imposed within thirty (30) calendar days after management becomes aware of the alleged violation.

**Section 4.** Employees shall be given a copy of their performance evaluations upon request.

## **ARTICLE 20**

### **Arbitration and Grievance Procedure**

**Section 1.** A grievance is defined as a dispute regarding the interpretation or application of a specific provision of this Agreement, which is raised and processed in strict accordance with the steps, time limits and procedures set forth below.

**Step 1.** An informal effort to communicate and resolve a grievance claim after it is first raised in Section 1 above shall be made within three (3) working days of the occurrence upon which the grievance claim is filed. The effective date of the occurrence shall be the next payday after the actual occurrence if the grievance is pay related. Pursuant to this informal effort, the employee may present such a claim to his or her immediate supervisor. It is

understood that this informal effort can be during normal working hours.

**Step 2.** In the event such a claim is not settled, it shall be reduced to writing and submitted within five (5) working days of its occurrence to the supervisor or department head (Division Heads in the cases of Public Works and Utilities Operations, Maintenance, Network, Traffic or Engineering) who shall answer same in writing within five (5) working days. The grievance shall state the nature of the incident and provision of the Agreement upon which the grievance is based and shall be signed by the employee.

**Step 3.** In the event that the written answer of the supervisor or department head is not satisfactory or the supervisor or department head does not answer within said five (5) working days, then within five (5) working days of such answer by the supervisor or department head or within five (5) working days of the date on which such answer was due, the grievance, with all supporting evidence, shall be submitted in writing to the board having jurisdiction over the particular employee (Board of Public Works, Board of Public Safety, or Board of Aviation Commissioners) who shall schedule a meeting on such grievance within thirty (30) days of submission to the Board. If neither party or an authorized representative for such party appears at the hearing, the other party shall prevail on the grievance. This procedure before the applicable board shall be the final administrative step for any grievance concerning disciplinary matters. However, if the employee grievant disagrees with the Findings of Fact issued by the applicable board, he can submit a rebuttal letter to the board which will be included in the record for the employee's personnel file.

#### **Step 4. Mediation**

- a. Grievance mediation provided for in this Step is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. If grievance mediation is invoked pursuant to this Step, the

contractual time limit for moving the grievance to arbitration shall be suspended for the period of time required for mediation to occur.

- b. If the grievance has not been satisfactorily resolved at Step 3, the Union or management may, within five (5) workdays, request mediation by serving such request in writing on the other party. If both Union and management agree that the grievance is suitable for mediation, the parties shall submit a joint request for mediation to the American Arbitration Association (AAA) unless the parties mutually agree to submit such request to the Federal Mediation and Conciliation Service (FMCS) or the State Public Employment Relations Board. If both parties do not agree to submit the grievance to mediation within five (5) business days after the written notice for mediation is served, the grievance shall not be submitted to mediation and the time limits in Step 5 shall commence.
- c. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided with ample opportunity to present evidence and argument to support their case. The mediator may meet with the parties in joint sessions or in separate caucuses.
- d. At the mutual request of both parties, the mediator shall issue a recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
- e. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved by mutual agreement of the parties, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not set a precedent.

- f. If the grievance is not resolved and is subsequently moved to a board proceeding and/or arbitration proceeding described at Step 5, all offers made at the mediation proceeding shall not be admissible as evidence at such proceedings described at Step 5. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or orders of settlement may be used or referred to during such proceedings described at Step 5.
- g. In situations where there is a charge for mediation by the applicable agency and/or the mediator, all such charges incurred in grievance mediation shall be borne equally by the parties.

#### **Step 5. Arbitration**

- a. In the event that the answer or disposition of a grievance involving contract interpretation or discharge by the applicable board is not satisfactory, then within thirty (30) calendar days of such answer or disposition by the Board, the complaining party may request, in writing, arbitration of the claim as provided in Step 2.
- b. In the event a party makes a written request within the time provided in Step 4, such party shall submit the grievance to the American Arbitration Association (AAA) for processing in accordance with its rules and regulations unless the parties mutually agree to submit the grievance to Federal Mediation and Conciliation Service (FMCS) in such cases the grievance will be processed with FMCS in accordance with its rules and regulations. The AAA or the FMCS shall submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators.
- c. The Arbitrator is limited to interpretation of the specific provisions of this

Agreement and shall have no authority to add to, subtract from, modify, change or alter any of its provisions or their meaning, including the steps and time limits herein. The Arbitrator shall submit his award within thirty (30) calendar days of the later of the conclusion of the hearing or the filing of any briefs. The decision of the Arbitrator shall be final and binding on the parties and employees involved, and this procedure shall be the exclusive procedure for disputes concerning discharges or contract interpretation.

- d. Expenses for the Arbitrator's services and the proceedings in cases of contract interpretation shall be borne equally by the City and the Union. In discharge cases, expenses of the arbitration service and the Arbitrator shall be paid for by the losing party who shall be determined by the Arbitrator as a part of his decision. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.
- e. Except with respect to the right to initiate and present grievances at Step 1, the Union shall be the exclusive representative of the interests of an employee covered by this Agreement in the processing and redress of grievances arising under this Agreement except that if the employee (i.e., grievant) desires to settle the grievance at any step or any time, the grievance shall be settled and concluded.
- f. Grievances involving contract interpretation or discharge may be submitted directly to Step 3 in the grievance process for a hearing before the applicable board. Issues involving discharge or contract interpretation are subject to arbitration pursuant to Step 5.

## **ARTICLE 21**

### **Change of Name, Address and Telephone**

**Section 1.** Change of name, address, telephone number, dependents or marital status shall be reported promptly within four (4) business days after the change is effective. This is necessary to ensure proper deductions for tax purposes; proper beneficiary for life insurance and retirement plans; correct kind of hospitalizations, surgery and medical insurance coverage; and other changes in personnel records as well as to insure proper and efficient emergency service to the public. An up-to-date telephone number that rings into the principal place of residence or an employee's personally exclusive cellular telephone is essential and required in order that the City is able to contact its employees in times of emergency. Such changes shall be made by the Employee through the online payroll system and reported by the Employee to the departmental secretary or department head. If an employee is unable to make the change within the online payroll system, it is the employee's responsibility to request assistance of office staff within their department. Failure to comply with the above shall result in progressive discipline per Article 19 (Work Rules).

## **ARTICLE 22**

### **Retirement Age**

**Section 1.** The City does not prescribe a mandatory retirement age. An employee may continue to work, provided the employee is physically and mentally competent.

## **ARTICLE 23**

### **Safety Committee**

**Section 1.** In departments that have a safety committee an employee who is a member of the AFSCME Union shall be appointed to be a part of that committee.

**Section 2.** The Union and City will continue to work together to improve safety and health programs. Both parties agree to support safety training.

## **ARTICLE 24**

### **Uniforms, Boots, Gloves, and Safety Equipment**

**Section 1.** Each department shall furnish gloves, rain wear, and uniforms, as appropriate, in accordance with each department's rules and regulations. A boot and outerwear (including sweatshirts) allowance totaling Three Hundred Fifty Dollars (\$350) per year will be paid to each employee, in January of each year as follows: A voucher of up to \$200 for the one time purchase of boots or footwear; payment of \$150, issued the second pay period in January, to be used for other clothing items.

Personal Protective Equipment (PPE) and work attire is to complement an environment that reflects a safe, efficient, orderly, and professionally operated department.

- a. Boots/Footwear. Boots, safety shoes and/or footwear as appropriate for work conducted by the employee. A voucher for up to \$200 per calendar year for the one-time purchase of boots or footwear will be made available to the employee within their first 3 days, of hire and by January 30 of each year thereafter. All shoes/boots must be purchased at the same time. Such shoes / boots are the property of the City and shall be returned upon ending employment.
- b. Personal Protective Equipment (“PPE”). Appropriate PPE including gloves, insulated bibs, insulated jackets and rain gear will be provided by the City. Employees are responsible for proper care and use of all assigned PPE. Failure to properly care for or use any assigned PPE is subject to progressive discipline up to and including dismissal. All PPE is the property of the City and shall be returned upon ending employment.
- c. Uniforms. For certain positions, uniforms will be provided by the City after successful completion of the employee's probationary period. All uniforms provided by the City shall be returned upon ending employment.
- d. Clothing Allowance. An annual clothing allowance of \$150 per calendar year will be issued to each employee on the second paycheck of January of each year. Items purchased with this allowance are property of the employee and are

therefore a taxable benefit and do not need to be returned at the end of employment.

**Section 2.** Any misuse of City property or material or repeated failure to properly use safety gear by an employee will constitute grounds for progressive discipline, up to and including dismissal, in accordance with work rules.

**Section 3.** The City will reimburse each mechanic and parts specialist in the Central Garage and Fire Department who is required to provide his own tools up to Two Thousand (\$2,000) each calendar year. Each mechanic shall turn in tool receipts for reimbursement when he/she has accrued a minimum of One Hundred (\$100) value. Mechanics who have been reimbursed for tools that leave employment during the calendar year will be required to refund to the City the amount of the reimbursed tool allowance based on a proration of the employee's employment time in that period.

**Section 4.** For all employees covered by this Agreement, work attire should complement an environment that reflects an efficient, orderly, and professionally operated department. It is important to maintain a neat, well-groomed, and professional appearance at all times. All attire should be conducive to the employee's position.

## **ARTICLE 25**

### **Classification Assignments and Rates of Pay**

**Section 1.** Annual pay rates are be set forth in Schedule "A" (Pay Grades) for the term of this agreement. An employee's base pay shall consist of pay grade plus up to date certifications. Negotiation of annual pay grade rates and certification pays for contract years 2027 and 2028 will be subject to reopeners at the Union's request.

**Section 2.** Each employee shall be assigned to a job classification and shall receive the rate of pay established for that classification. New job classifications may be established from

time to time as required with pay consistent with the skills and duties required.

**Section 3.** The classification of an employee shall not change unless said employee is assigned to another classification by the department head. If an employee performs the duties of another classification, other than that which the employee is assigned, for more than six (6) months in any one (1) calendar year, that classification or a new classification will be posted for bid in accordance with the bidding procedure.

**Section 4.** An employee may be assigned, on a temporary basis, to a job at a higher pay classification. When properly assigned to a job with a higher pay classification, the employee will receive the higher pay classification. The employee will receive the higher rate of pay after the employee has completed more than eight (8) consecutive hours at such higher paying job.

**Section 5.** In the pay category of hourly employees, when an employee is regularly assigned to the second shift, the employee shall receive shift differential pay of Ninety Cents (\$.90) per hour, in addition to the base scale. An employee who is regularly assigned to the third shift shall receive shift differential pay of One Dollar and Fifteen Cents (\$1.15) per hour, in addition to the base scale. An employee who is regularly assigned to Public Works and Utilities, in Operations as Relief Operators will receive a shift differential pay in the amount of One Dollar and Forty Cents (\$1.40) per hour since this person works all three (3) shifts within a five-day period.

**Section 6.** The rate of pay for sick hours, holidays or vacation will not be paid at the higher rate until the employee has worked one (1) full pay period (eighty (80) hours) on the irregular shift.

**Section 7.** Employees of the Public Works and Utilities Department, including Maintenance, are encouraged to get their professional certifications and are eligible for certification pay as follows:

a. **Collection System Operator Certifications**

Collection System Operator Class I: Fifty Cents (\$.50) per hour;

Collection System Operator Class II: Sixty Cents (\$.60) per hour;

Collection System Operator Class III: Ninety Cents (\$.90) per hour; and,

Collection System Operator Class IV: One Dollar Five Cents (\$1.05) per hour.

b. **Wastewater Operator Certifications**

Municipal Operators Class I: Fifty Cents (\$.50) per hour;

Municipal Operators Class II: Seventy Cents (\$.70) per hour;

Municipal Operators Class III: Ninety Cents (\$.90) per hour; and,

Municipal Operators Class IV: One Dollar Ten Cents (\$1.10) per hour.

c. **Water Operator**

Water Operator WT3: One Dollar Ten Cents (\$1.10)

d. **Water Distribution System Certifications**

Class DS Certification: Twenty-six Cents (\$.26) per hour;

Class DS-L Certification: One Dollar Ten Cents (\$1.10) per hour;

Back-flow Certification: Seventy-Five Cents (\$.75) per hour;

Class DS-L Certificate and Back-flow Certification: One Dollar Eighty-five Cents (\$1.85) per hour.

e. **Transportation Division**

IMSA I Certification: Ten Cents (\$.10) per hour.

IMSA II Certification: Fifty Cents (\$.50) per hour.

IMSA III Certification: Seventy-five Cents (\$.75) per hour.

## **Section 8. Operations Work Group Structure**

a. This Section will apply to only those Employees who are classified as a Utility

Operator in the Operations Divisions of Public Works.

- b. Operators who have accomplished the necessary competencies shall receive “Dual Ops” pay in the amount of \$1.25.
- c. Operators hired prior to April 28, 2003 are not required to obtain his cross or dual certification. However, if an Operator hired prior to April 28, 2003, obtains this certification, he will be eligible for 100% of Water and Wastewater certification pay pursuant to the terms of this Article.
- d. Any new Operator shall begin at an hourly rate of PG-8. Such new hires shall be promoted to a higher pay grade as specified in the following Table 1:

Table 1		
PG-8	PG-9	PG-10
Operators hired after April 28, 2003 must achieve a Class I within two years of his or her date of hire. Once achieved, the Operator will advance to a PG 9.	Operators hired after April 28, 2003 must achieve a minimum Class II within four years of his or her date of hire. Once achieved, the Operator will advance to a PG 10.	Operators hired after April 28, 2003 must achieve a minimum of WT3 and a minimum of Class III within six years of his or her date of hire.

- e. Operators will be hired in at a PG 8 and bumped to a PG 10 once they are fully trained and able to fill in for advance notice vacancies. Certification requirements as outlined above are still required.
- f. The City will maintain the current ratio of positions as classified between the two Collective Bargaining Units.
- g. The Wastewater Utility will pay the full rate per hour for the primary certification license held by an Employee that is directly relevant to the job they perform and fifty percent (50%) of the above listed rates per hour for additional certification that the Employee holds in an area other than certification directly related to their

area of primary responsibility as outlined below:

- h. Operators and Maintenance get 100% water operations and wastewater operations certification pay and 50% DSL, collection system and backflow certification pay.
- i. Collections gets 100% collections pay and 50% DSL, backflow, water operations and wastewater and operations certification pay.
- j. In order for an Employee to be classified as a higher class of Operator or to receive pay as a result of additional certification or test, the Employee must be approved for such classification test or pay in advance by management. Otherwise, the Employee shall not be entitled to receive the additional certification pay.

#### **Section 9. Public Works and Utilities Operators Work Schedule**

- a. The normal workday for Utility Operators shall consist of a twelve-hour shift as scheduled by management. All hours worked in excess of twelve (12) hours a day or forty (40) hours a week shall be compensated as overtime.
- b. Any reference in ordinance or the employee handbook to the accrual of paid time off benefits “days” refers to an eight-hour day. Hence, one paid time off (twelve-hour) shift would require the use of one and one-half days.
- c. Unless they are “signed out”, all Operators are to be available to cover an unscheduled vacancy without any on-call compensation.
- d. Operators can “sign out” as unavailable to be called for overtime opportunities for a maximum number of twelve-hour shifts as determined by the total hours of vacation accrued on their most recent anniversary date. For example, an Operator who has 120 hours of vacation in the year can sign out as unavailable ten times in that year. (120 ÷ 12=10).

- e. Operators are automatically signed out when using any paid time off benefit. This will not be counted toward their maximum sign out limit.
- f. All sign outs are for an entire twelve-hour shift.
- g. For Operators, all overtime shall be paid monetarily on the next paycheck. Operators shall not accrue compensatory time.
- h. Operators assigned to work the night shift shall receive shift differential pay in the amount of One Dollar and Fifteen Cents (\$1.15) per hour.
- i. Operators who are routinely assigned supervisory duties shall receive an additional One dollar (\$1.00) per hour.

**Section 10. Buildings and Grounds employees with the following certifications:**

Pesticides Applicator License: Fifty-five Cents (\$.55) per hour.

Pesticides Category 3a License: Fifty-five Cents (\$.55) per hour.

Pesticides Category 3b License: Fifty-five Cents (\$.55) per hour.

Pesticides Category 6 License: Sixty Cents (\$.60) per hour.

Back Flow – Seventy-five Cents (\$.75) per hour.

Pool Chemical Certification – Fifty Cents (\$.50) per hour for months when pools are operational.

Arborist Certification – Fifty Cents (\$.50) per hour.

**Section 11. Central Garage and Fire Department** Mechanics shall receive Five Cents (\$.05) per hour certification pay for each of the twenty-five (25) industry tests completed by a Central Garage mechanic in job-relevant areas approved by the Fleet Manager. Once an employee achieves a master's automobile or master's truck certification, he shall receive One Dollar (\$1) per hour in lieu of his Five Cents (\$.05) per hour for the industry tests completed in order to achieve such certification. In addition, an employee who achieves additional

certifications which are not a part of either his master's automobile or master's truck certification shall receive Five Cents (\$.05) for each additional certification up to a maximum of twenty-five (25) industry tests. All Central Garage employees and AFSCME Fire Station mechanics are encouraged to test in the following categories. Certification pay will be paid at 50% for the certifications completed that are approved by the Fleet Manager and are not directly related to their job title. The following is a list of available tests.

EVT tests pay Twenty-five Cents (\$.25) per hour until both are completed.

Automobile – A1-A9, only A1-A8 are required for the Master Certification.

Medium/Heavy Truck – T1-T8, only T2-T8 are required for the Master Certification.

Truck Equipment – E1-E3, all three are required for the Master Certification.

Advanced Level – L1-L4, all four are required for the Master Certification.

Fire Apparatus Technician – F1-6, FA4, F7, F8, and GL. Level I requires F1, F2 and applicable ASE exams; Level II requires F3, F4 and applicable ASE exams, Level III requires F5, F6 and applicable ASE exams.

Ambulance Technician – E0-E4. Level I requires E0, E1 and applicable ASE exams; Level II requires E2, E3 and applicable ASE exams; Level III requires E4 and applicable ASE exams.

Parts Department – P1, P2, and P4. All three are required for Master Certification.

M.A.C.S. Certification.

All individual certifications pay Five Cents (\$.05) per hour.

All Master Certifications, Fire Apparatus Levels I, II and III, Ambulance Technician Levels I, II, and III, EVT-Law Enforcement, and Parts Master Certification all pay One Dollar (\$1.00) per hour in lieu of the individual test certification pay.

C.P.I.M. Certification pays One Dollar and Ten Cents (\$1.10) per hour.

**Section 12. Street Department.** On January 1 of each year, the Street Commissioner, the Chief Supervisor, and the Crew Leader will select up to two (2) employees with classification of laborer to be classified as “Lute Person” for the present calendar year and up to two (2) laborers to be classified as “concrete finishers” for the present calendar year. The employees designated as “Lute Person” and “concrete finishers” will receive Fifty Cents (\$.50) per hour in addition to their regular base rate of pay as a laborer for the calendar year only.

**Section 13. Training.** It is the intention of the City to foster and promote the continued training of unit members with due consideration being given to the seniority of such unit members. However, final selection of employees for schools and training classes shall be made by the department head and based on the need of that department. Note that this does not relieve a department head of responsibilities in Article 17 (Training Opportunities).

**Section 14. CDL Driver’s License.** The City shall be given the discretion to schedule time for employees to be tested for their commercial drivers’ license, and the City will pay for the required physical and random drug screening (i.e. federal CDL requirement) and give an employee time off, with pay, to take the physical and test for the commercial drivers’ license. The employee must sign a release of records and take all other actions required to transfer the results of the employee’s random CDL drug screening per to the employee’s department head and the Fleet Manager.

At the City’s discretion and need, employees CDL Certification Pay will be paid based on management’s determination of need and/or employee’s job description:

CDL Classification B – Seventy-five Cents (\$.75) per hour

CDL Classification A- One Dollar (\$1.00) per hour

**Section 15. Pay Period.** Employees shall receive their pay pursuant to this Agreement commencing the first pay period of the year, and every pay period thereafter for the duration of

this Agreement, Pay periods shall cover two weeks (80 work hours), plus overtime earned.

**Section 16. Crane Operators.** Crane operator certification pay will be Seventy-Five Cents (\$.75) per hour.

## **ARTICLE 26**

### **Longevity Pay**

**Section 1.** In addition to the base scale, employees with four (4) or more years of continuous (note salary ordinance exception) service will receive Fifteen Dollars (\$15) per month for each four (4) years of service, beginning in the fifth (5<sup>th</sup>) year. Longevity payments will not exceed Seventy-five Dollars (\$75) per month according to the following schedule: (Note salary ordinance exception “any employees hired prior to January 1, 1993, and who are receiving longevity pay based upon cumulative years of service shall continue to be paid under that arrangement. Any employees hired after January 1, 1993, shall receive longevity pay based upon continuous years of service.”)

#### **Continuous Years of Service Compensation**

Four (4) Years---\$15 per month, payable beginning in the fifth (5<sup>th</sup>) year

Eight (8) Years---Additional \$15 per month, payable beginning in the ninth (9<sup>th</sup>) year. Total of \$30 per month.

Twelve (12) Years---Additional \$15 per month, payable beginning in the thirteenth (13<sup>th</sup>) year. Total of \$45 per month.

Sixteen (16) Years---Additional \$15 per month, payable beginning in the seventeenth (17<sup>th</sup>) year. Total of \$60 per month.

Twenty (20) Years---Additional \$15 per month, payable beginning in the twenty-first (21<sup>st</sup>) year. Total of \$75 per month.

**Section 2.** In addition to the compensation received above, employees will receive One Hundred (\$100) per month in recognition of twenty (20) years of service, payable in the twenty-

first (21<sup>st</sup>) year.

**Section 3.** The maximum total compensation an employee may receive under this Article is One Hundred Seventy-five Dollars (\$175) per month.

## **ARTICLE 27**

### **Health Insurance, Life Insurance and Benefits Advisory Committee**

**Section 1.** The City shall make available to each eligible employee and eligible dependents a comprehensive major medical insurance program and life insurance program then in effect for that particular benefit year. All eligibility requirements of either health insurance or life insurance, or both, and all other terms and conditions of said insurance shall be set forth in the plan documents and shall be consistently and uniformly applied and made available to all full-time City employees.

**Section 2.** The City reserves the right to develop and implement incentive programs that may yield to participating and eligible employee's health insurance premium discounts or other benefits. Any programs designed and implemented under this Section 2 shall be made available to all full-time City employees, and the terms and conditions of participation shall be consistent and uniformly applied to all full-time City employees.

**Section 3.** The City shall make reasonable efforts to maintain the City's level of contribution for individual and dependent coverage under the City's health and life insurance plans. Any change in contributions shall be consistent with all City departments.

**Section 4.** The City agrees that all retired employees and their eligible dependents shall be eligible for the City health insurance program for the term of this Agreement, as long as the retiree's participation in the coverage is continuous from their date of retirement.

## **ARTICLE 28**

### **Part-Time and Seasonal Employees**

**Section 1.** The City agrees that the employment of part-time or seasonal employees or any use of volunteer or work program workers (e.g. C.C.J. or TANF) shall not result in a layoff or a reduction in standard pay or loss of position to a bargaining unit member.

## **ARTICLE 29**

### **PERF PENSION**

**Section 1.** The City agrees to contribute the mandatory 3% employee PERF contribution for AFSCME members.

## **ARTICLE 30**

### **Successor**

**Section 1.** In the event the City sells, leases, transfers or assigns any of its facilities to any political subdivision, corporation or individual, and said sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this agreement, the City shall attempt in good faith to arrange for the placement or employment of said employees with the transferee of the facility.

## **ARTICLE 31**

### **Term of Agreement**

**Section 1.** This agreement shall be in effect from January 1, 2026 through December, 31, 2028.

**Whereas**, This Agreement has been negotiated by the City of Elkhart and AFSCME Local #1484 and agreed to by said parties on this \_\_\_\_\_ day of December 2025 by the undersigned.

AFSCME Local 1484:

City of Elkhart

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Leonard Diamond, President

Wayne J. Belock, Director  
Human Resources  
Negotiating Team Member

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Scott Way, Vice President

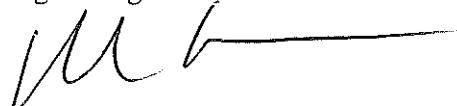
Megan Erwin, Chief of Staff  
Negotiating Team Member

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Patterson Day,  
AFSCME Representative

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Margaret M. Marnocha, Esq.  
Negotiating Team Member



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Rod Roberson, Mayor

Approved as to form and legality:

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John Espar, Corporation Counsel

## **CITY OF ELKHART BOARD OF PUBLIC SAFETY**

The Elkhart City Board of Public Works after motion being duly made and seconded, now approves the foregoing Collective Bargaining Agreement between the City of Elkhart, Indiana and the American Federation of State, County and Municipal Employees (AFSCME) Local 1784, contingent upon the approval and signature of the Mayor and Common Council of the City of Elkhart.

Executed this \_\_\_\_\_ day of December, 2025

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Michael Machlan, President

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Andy Jones, Vice President

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Andrew Kreider, Member

ATTEST: Rose Rivera, Member

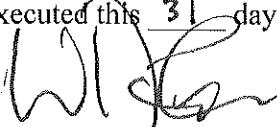
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Nancy Wilson, Clerk

## CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

The Elkhart City Board of Aviation Commissioners after motion being duly made and seconded, now approves the foregoing Collective Bargaining Agreement between the City of Elkhart, Indiana and the American Federation of State, County and Municipal Employees (AFSCME) Local 1784, contingent upon the approval and signature of the Mayor and Common Council of the City of Elkhart.

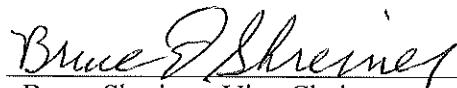
Executed this 31 day of December, 2025



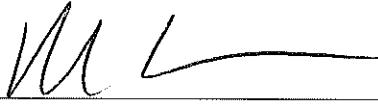
Douglas Thorne, Chairman



Tom Shoff, Commissioner



Bruce Shreiner, Vice-Chairman



Margaret M. Marnocha, Esq., Commissioner

## **CITY OF ELKHART BOARD OF PUBLIC SAFETY**

The Elkhart City Board of Public Safety after motion being duly made and seconded, now approves the foregoing Collective Bargaining Agreement between the City of Elkhart, Indiana and the American Federation of State, County and Municipal Employees (AFSCME) Local 1784, contingent upon the approval and signature of the Mayor and Common Council of the City of Elkhart.

Executed this \_\_\_\_\_ day of December, 2025

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La Laesha Black , Chairman

Tessa Barnes Vice-Chairman

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Dacey Davis, Member

Mr. Anthony Coleman, Member

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Rev. Charlie Cross, Member

## **City of Elkhart Common Council**

The Elkhart City Common Council after motion being duly made and seconded, now approves the foregoing Collective Bargaining Agreement between the City of Elkhart, Indiana and the American Federation of State, County and Municipal Employees (AFSCME) Local 1784,

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Arvis Dawson, Council President

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Tonda Hines, Council Vice President

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Aaron Mishler, Councilman

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Chad Crabtree Councilman

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David E. Henke, Councilman

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Dwight Fish, Councilman

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H. Brent Curry, Councilman

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La Tonya King Councilwoman

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Alex Holtz, Councilman

## SCHEDULE A

### AFSCME PAY GRADES AND CLASSIFICATIONS

Job Classification	Pay Grades	2022	2023	2024	2025
	1	\$19.72	\$21.15	\$21.78	\$22.44
Laborer (B&G)	2	\$20.92	\$22.18	\$22.85	\$23.53
Laborer (B&G, Streets, Airport and Cemetery)	3	\$21.37	\$22.65	\$23.33	\$24.03
Laborer (B&G, Streets, Airport and Cemetery) Custodian (B&G, CG, Street, PWU, Airport)	4	\$21.58	\$22.87	\$23.56	\$24.26
Utility Laborer (PWU) Mechanic (CG &FD) Laborer(B&G, Streets, Airport and Cemetery) Parts Attendant (CG) Executive Custodian (B&G/Mayor) Records Clerk (PD) Training Admin Asst. (PD) Records Clerk (PD) Payroll (PD) Quartermaster (PD) Purchaser (PD) Training Admin. Asst. (PD) Aviation Maintenance Tech (Airport) Criminal Intell. Analyst(PD)	5	\$21.99	\$23.30	\$24.00	\$24.72



## SCHEDULE A

### AFSCME PAY GRADES AND CLASSIFICATIONS

Job Classification	Pay Grades	2026	2027	2028
	1	\$22.44	\$22.44	\$22.44
Laborer (B&G)	2	\$23.53	\$23.53	\$23.53
Laborer (B&G, Streets, Airport and Cemetery)	3	\$24.03	\$24.03	\$24.03
Laborer (B&G, Streets, Airport and Cemetery) Custodian (B&G, CG, Street, PWU, Airport)	4	\$24.26	\$24.26	\$24.26
Utility Laborer (PWU) Mechanic (CG &FD) Laborer(B&G, Streets, Airport and Cemetery) Parts Attendant (CG) Executive Custodian (B&G/Mayor) Records Clerk (PD) Training Admin Asst. (PD) Records Clerk (PD) Payroll (PD) Quartermaster (PD) Purchaser (PD) Training Admin. Asst. (PD) Aviation Maintenance Tech (Airport) Criminal Intell. Analyst(PD)	5	\$24.72	\$24.72	\$24.72

Utility Laborer (PWU) Utility Maintenance Tech (PWU) Laboret (B&G, Streets, Airport and Cemetery) Traffic Operator (Street) Custodian (PD only) Records Clerk (PD) Payroll (PD) Quartermaster (PD) Purchaser (PD) Evidence Tech (PD) Training Admin. Asst. (PD) CID Secretary (PD)	6	\$25.16	\$25.16	\$25.16
Utilility Laborer (PWU) Utility Maint. Tech (PWU) Truck Driver (Street) Parts Attendant (CG) Laborer (B&G, Streets, Airport and Cemetery) Traffic Operator (Traffic/Street) Aviation Maint. Tech(Airport) Records Clerk (PD) Payroll (PD) Quartermaster (PD) Purchaser (PD) Evidence Tech (PD) Training Admin. Asst. (PD)	7	\$25.86	\$25.86	\$25.86

Utility Operator(PWU) Utility HEO (PWU) Utility Maint. Tech (PWU) GIS Tech (Street) Night Watchman (Street) Advanced Mechanic (CG) HEO II (Street, B&G, Cemetery, Airport) Traffic Operator (Street/Traffic) Biosolids Operator (PWU) Laborer (B&G) Evidence Tech (PD) Utility Laborer (PWU) Advanced Laborer (Street)	8	\$28.11	\$28.11	\$28.11
Utility Operator(PWU) Biosolids Operator (PWU) Crew Leader (PWU & TEMP) HEO I(Street, B&G, Cemetery, Airport) Utility HEO (PWU) Aviation Maint. Tech (Airport)	9	\$28.68	\$28.68	\$28.68
Utility Operator (PWU) Utility Relief Operator(PWU) Utility HEO (PWU) Crew Leader (All) Sign Tech (Street) Asst. IDACS Coordinator(PD) Maintenance Tech (PD)	10	\$29.80	\$29.80	\$29.80
Discontinued.	10A	N/A	N/A	N/A