



BOARD OF AVIATION COMMISSIONERS
Wednesday, April 29, 2026
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AGENDA

1. ROLL CALL

Rod Roberson
Mayor

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.361.2123

Administration Office:
574.264.5217

BOAC Members

Appointed by Mayor Rod

Roberson:

Doug Thorne, President, Term

01.01.26 to 12.31.29

Bruce Shreiner, V.P., Term

07.24.25 to 12.31.27

Tom Shoff, Treasurer, Term

07.14.25 to 12.31.28

Eric Ivory, Secretary, Term

03.25.26 to 12.31.26

2. APPROVAL OF AGENDA

3. Approval of Minutes: March 25, 2026

4. Approval of Claims:

5. Airport Manager's Report:

6. New Business:

a. Michiana Air Activities (MAA) lease agreement.

b. Open and award quote for crack sealing project.

c. Asphalt Restoration Services agreement for crack sealing project.

d. T-Hangar 71 new lease ratification.

e. T-Hangar 76 new lease ratification.

f. T-Hangar 78 new lease ratification.

g. T-Hangar 79 new lease ratification.

h. Roll FY26 Non-Primary Entitlements (NPE) to next fiscal year for the Runway 27 approach protection avigation easement acquisition project.

7. Privilege of the Floor

8. Adjournment

9. NEXT REGULAR BOAC MEETING 05/27/26 4:00 p.m.

City of Elkhart
Board of Aviation Commissioners Meeting
March 25, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:00 pm on Wednesday, March 25, 2026 at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were: Andy Jones, Karen Shaw, Kevin Davis, Ryan Sherwood and Paul Shaffer.

Roll Call: Roll was called. Commissioners Doug Thorne & Tim Reecer were present. Commissioner Bruce Shreiner joined the meeting at 4:15 pm. Commissioner Tom Shoff was present via Teams Webinar. There was a quorum for this meeting.

Approval of Agenda:

Mr. Reecer made a MOTION to approve today's agenda. Mr. Shoff SECONDED. There being no further discussion, the motion to approve today's agenda PASSED unanimously.

Approval of Minutes:

Mr. Shoff made a MOTION to approve the minutes of the February 25, 2026 meeting. Mr. Reecer SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:

Mr. Reecer made a MOTION to approve claims as submitted for \$187,896.12. Mr. Shoff SECONDED the motion. There being no further discussion, the motion to approve January 2026 claims PASSED unanimously.

Airport Manager's Report:

Andy advised that new replacement equipment continues to arrive for the Air Traffic Control Tower (ATCT). The hope is to have all the equipment installed and working within the next 30 days. The ATCT continues to remain open. However, ATC is only able to broadcast on 119.5. Andy announced that Michael Judd, the current ATCT supervisor, informed him that he has tentatively accepted an ATC position at Chicago O'Hare airport and will be leaving our employment in about 30 days. Mr. Judd has been a great asset to the Elkhart Airport and will be missed. Andy further stated that losing another full-time controller adversely compounds our already present ATCT staffing challenges. With the departure of Mr. Judd, just one full-time controller remains. Thankfully, our single part-time controller Henry Weber, has tentatively agreed to work more hours. Even with two full-time controllers the ATCT hours of operation must be reduced until such time we are again at full staff. We will continue to post these open ATC positions at various employment web sites. Andy stated that he is currently researching options to have the ATCT staffed and operated by a third party. Many nonfederal owned ATCT's have agreements with contract tower companies to provide ATC's. The new roof at Hangar 33 has been completed and inspected. New Tech is working to address water leaks in several of the new 70 series T-Hangars. One of our emergency backup generators did not activate following a recent power outage. It was discovered that it too sustained lightning damage from last July when ATCT, electrical vault, and other electrical equipment was destroyed. The generator's repair costs were approved and added to the insurance claim along with the damages caused by the lightning. There was a pre-construction conference for the Runway 18/36 rehabilitation project. The notes from that meeting were sent to the board in an email. Andy advised there has been heightened awareness of emergency vehicles operating within airport movement areas due to the recent tragic accident at LaGuardia airport. Andy advised that he has directed that Airfield Maintenance Technicians to receive refresher training on ground vehicle operations. Andy has also as reached out to Chief Dale of Elkhart Fire Department to discuss airport emergency response procedures. Andy advised that Mayor Roberson recently appointed a new Aviation

City of Elkhart
Board of Aviation Commissioners Meeting
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Commissioner to the board. Mr. Eric Ivory will begin serving on the BOAC at our next scheduled monthly meeting.

New Business:

Mr. Thorne advised the first item under New Business is the T-Hangar 18 new lease ratification. Andy advised we have a new tenant, William Castaldo who will be renting T-Hangar 18 starting April 1, 2026. Andy advised he has signed the lease and requests the board ratify his signature. Mr. Shreiner made a MOTION to ratify Andy's signature on the new T-Hangar 18 lease and for the board to sign the document. Mr. Reecer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the Hangar 33 roof replacement change order. Andy advised that when Tru-Kote Roofing, Inc. began removing the old Hangar 33 roof, they found several areas of rotting wood that was impossible to detect prior to removal. Andy inspected the areas in question and agreed that the wooden roof rafters needed to be replaced before proceeding. Andy further advised the change order amount for the wood repairs is \$3,040.00 and requests the board ratify his signature on the change order form. A question was asked if Kevin Davis with the City Legal Department was satisfied with the change order despite it being more than 20% of the original invoice. Mr. Davis advised he is fine with it, as the work in the change order needed to be done. Mr. Shreiner made a MOTION to ratify Andy's signature on the form for the change order for the Hangar 33 roof project. Mr. Reecer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the approval of quote specifications and solicitation of quotes for the airport asphalt surface areas crack sealing project. Andy advised the asphalt taxiways, connectors, and Ralph Bean memorial parking lot (next to Wheels Up) have considerable surface deterioration. Andy stated that our grant agreement obligations require us to maintain these surfaces in good condition using FAA specified hot tar to fill surface cracks. However, over the years due to weather, staffing issues, and equipment breakdowns, our airfield maintenance techs have been unable to get ahead of the deterioration resulting in a need to outsource this work. Andy advised that the estimated cost of this project was included and approved in the FY 2026 Aviation Department budget. Now that better weather is upcoming, Andy requests the board approve the quote specifications and solicitation of quotes for this project. Andy further advised per the City SOP, we will provide the quote specifications to 3 qualified vendors. Andy advised that at the April BOAC meeting the BOAC should be able to award the project to the most responsible, responsive quoter. Andy requests the board approve the quote specifications and solicitation of quotes. A question was asked about verified material. Andy advised that FAA-approved material (tar) specifications are included in the quote specifications and because there are just two known vendors for this product so substitution with a lower quality product could not go undetected. A question was asked about how Andy knew how much to budget for the project. Andy advised he sought professional guidance from experienced vendors. Mr. Shreiner made a MOTION to approve the quote specifications and solicitation of quotes for the crack sealing project not to exceed \$100,000.00. Mr. Reecer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the progress estimate #9 for payment to New Tech for the 10-unit T-Hangar project in the amount of \$116,249.12. Paul Shaffer with Butler, Fairman & Seufert (BF&S) advised this is the last construction invoice from New Tech for the 10-unit T-Hangar project. This invoice also includes the change orders for electrical work & gate adjustment, as well as the certificate of substantial completion. Mr. Shaffer advised there will still be the retainage invoice to be

City of Elkhart
Board of Aviation Commissioners Meeting
March 25, 2026

paid at a later date. Mr. Shaffer requests the board approve payment to New Tech in the amount of \$116,249.12 and requests board signatures on the supporting documents. A question was asked if the contractor is bonded. Mr. Shaffer advised in the affirmative, with both a payment bond and a performance bond. Mr. Reecer made a MOTION to approve payment to New Tech in the amount of \$116,249.12 and for board signatures on the supporting documents. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is the BF&S professional services agreement for Runway 27 approach protection project. Mr. Shaffer advised this is for Runway 27 approach protection aviation easement acquisition for parcels 67 and 77-85. Mr. Shaffer further advised this is an unusual grant, as many things need to be completed before we are allowed to apply for the grant, as the FAA needs signed purchased agreements in place first. Mr. Shaffer stressed the importance of the project due to tree obstructions and the airport needing to have control of the easements. This document has been drafted and approved by the City Legal Department. The amount for the agreement is \$168,300.00, which covers BF&S fees, legal fees, appraisals and titles, among other miscellaneous fees associated with a project of this type. The city will be reimbursed 95% of the proposed professional services agreement and other associated project costs after the FAA awards the grant in FY 2027. Mr. Shaffer also advised there have been several meetings so far with Andy, himself, Mr. Davis and the Mayor's office to keep everyone in the loop & informed. Mr. Shaffer requests the board approve this agreement pending city council funding approval and requests board signatures on the supporting documents. A question was asked if recording fees will be waived. Mr. Shaffer advised he will look into this. Mr. Shoff made a MOTION to approve BF&S professional services agreement for the Runway 27 approach protection project pending city council funding approval and approves board signatures on the supporting documents. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:


Mr. Thorne opened comments. There were none.

Adjournment:

Mr. Shoff made a MOTION to adjourn. Mr. Reecer SECONDED. There being no further discussion the meeting was ADJOURNED.

Next regular BOAC meeting is scheduled for Wednesday, April 29, 2026 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via Webex.

Respectfully Submitted,


Eric Ivory, Secretary

04.29.26
Date

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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

April 27th, 2026 Kristie Wendorf
KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$71,510.29 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 29TH DAY OF APRIL 2026 BY:

PRESIDENT

Doug Thorne
DOUG THORNE

VICE PRESIDENT

Bruce Shreiner
BRUCE SHREINER

SECRETARY

Eric Ivory
ERIC IVORY

TREASURER

Tom Shoff - Teams (KS)
TOM SHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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April 27th _____, 2026 Kristie Wendorf
KRISTIE WENDORF - CITY CONTROLLER

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EXECUTED THIS 29TH DAY OF APRIL 2026 BY:

PRESIDENT

DOUG THORNE

VICE PRESIDENT

BRUCE SHREINER

SECRETARY

ERIC IVORY

TREASURER

TOM SHOFF

ENTERED
5/1

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart
Controller's Office

4/27/2026 8:55 AM



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	1MLD-PYQT-1WDY	04/29/2026	Name plate for Eric Ivory	2206-5-201-4210500	35.56 ✓	
AMAZON CAPITAL SERVICES I	1CH1-V1V1-3T7D	04/29/2026	Office & operating supplies	2206-5-201-4210500	35.56 ✓	
					ExpObject 4210500 - Office Supplies Total:	71.12
ExpObject: 4220150 - Operating Supplies						
KENNETH J SELNER	111356	04/29/2026	Key service	2206-5-201-4220150	60.00 ✓	
Menard, INC	98335	04/29/2026	Op & household supplies	2206-5-201-4220150	79.86 ✓	
AMAZON CAPITAL SERVICES I	1CH1-V1V1-3T7D	04/29/2026	Office & operating supplies	2206-5-201-4220150	164.74 ✓	
Menard, INC	98764	04/29/2026	Operating supplies for airfield	2206-5-201-4220150	116.76 ✓	
AMAZON CAPITAL SERVICES I	1CNX-WDCT-3N1J	04/29/2026	Headsets for maint dept for ai	2206-5-201-4220150	319.98 ✓	
					ExpObject 4220150 - Operating Supplies Total:	741.34
ExpObject: 4220210 - Gasoline						
Franger Gas Company Inc	521022	04/29/2026	Propane fuel for maint dept	2206-5-201-4220210	29.70 ✓	
					ExpObject 4220210 - Gasoline Total:	29.70
ExpObject: 4220310 - Household, Laundry, & Cleaning						
Menard, INC	98335	04/29/2026	Op & household supplies	2206-5-201-4220310	5.49 ✓	
Menard, INC	98605	04/29/2026	Bldg mat & household supplie	2206-5-201-4220310	24.10 ✓	
					ExpObject 4220310 - Household, Laundry, & Cleaning Total:	29.59
ExpObject: 4230110 - Building Materials						
Menard, INC	97081	04/29/2026	Bldg materials for plumbing p	2206-5-201-4230110	125.31 ✓	
Menard, INC	97194	04/29/2026	Bldg materials for plumbing p	2206-5-201-4230110	26.98 ✓	
Menard, INC	97406	04/29/2026	Bldg materials for plumbing p	2206-5-201-4230110	52.34 ✓	
Menard, INC	97414	04/29/2026	Bldg materials for plumbing p	2206-5-201-4230110	39.67 ✓	
Menard, INC	97806	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	40.83 ✓	
Menard, INC	97814	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	55.88 ✓	
Menard, INC	97829	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	16.56 ✓	
Menard, INC	98187	04/29/2026	Bldg materials	2206-5-201-4230110	21.34 ✓	
Menard, INC	98273	04/29/2026	Bldg materials	2206-5-201-4230110	28.95 ✓	
Menard, INC	98362	04/29/2026	Bldg materials	2206-5-201-4230110	19.99 ✓	
Menard, INC	98364	04/29/2026	Bldg materials	2206-5-201-4230110	2.00 ✓	
Menard, INC	98605	04/29/2026	Bldg mat & household supplie	2206-5-201-4230110	53.78 ✓	
Menard, INC	98684	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	10.93 ✓	
Menard, INC	98689	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	20.17 ✓	
Menard, INC	98695	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	28.28 ✓	
Menard, INC	98698	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	9.98 ✓	
Menard, INC	98702-01	04/29/2026	Bldg mat for plumbing project	2206-5-201-4230110	9.48 ✓	
					ExpObject 4230110 - Building Materials Total:	562.47
ExpObject: 4230200 - Repair Parts						
Menard, INC	99115	04/29/2026	Supplies for repair parts	2206-5-201-4230200	62.13 ✓	
					ExpObject 4230200 - Repair Parts Total:	62.13
ExpObject: 4230300 - Small Tools & Minor Equipment						
Menard, INC	99174	04/29/2026	Small tools for maint dept	2206-5-201-4230300	51.85 ✓	
					ExpObject 4230300 - Small Tools & Minor Equipment Total:	51.85
ExpObject: 4360100 - Repairs & Maintenance						
TRU-KOTE ROOFING SYSTEMS	2436	04/29/2026	Hangar 33 roof replacement	2206-5-201-4360100	14,760.00 ✓	
GRIFFEN PLUMBING & HEATI	SRVCE095672	04/29/2026	HVAC svc at control tower	2206-5-201-4360100	775.00 ✓	
Michlana Contracting, Inc.	8116	04/29/2026	Replace REIL light hit by mow	2206-5-201-4360100	2,035.81 ✓	
Michiana Contracting, Inc.	8119	04/29/2026	D2 airfield structure sign repla	2206-5-201-4360100	2,255.75 ✓	
GRIFFEN PLUMBING & HEATI	SRVCE096007	04/29/2026	Plumbing drain line service	2206-5-201-4360100	4,332.00 ✓	
					ExpObject 4360100 - Repairs & Maintenance Total:	24,158.56

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ExpObject: 4360400 - Maintenance Contracts					
MESOTECH INTERNATIONAL, I	INV143262	04/29/2026	Annual service for control tow	2206-5-201-4360400	920.00 ✓
Cintas Corp.	4263601152	04/29/2026	Uniform cleaning contract	2206-5-201-4360400	35.89 ✓
Hawkins Water Tech, Inc.	57290TP	04/29/2026	Water delivery contract	2206-5-201-4360400	23.70 ✓
Hawkins Water Tech, Inc.	1073625	04/29/2026	Cooler Rent contract	2206-5-201-4360400	12.50 ✓
Cintas Corp.	4264331072	04/29/2026	Uniform cleaning contract	2206-5-201-4360400	35.89 ✓
Cintas Corp #2 - First Aid & Sa	9366119140	04/29/2026	EYEWASH SERVICE AGREEME	2206-5-201-4360400	99.18 ✓
SHOFF SECURITY SERVICES , I	161339	04/29/2026	Alarm monitor tower Apr/Ma	2206-5-201-4360400	208.50 ✓
Ricoh USA, Inc	5073007142	04/29/2026	Copies for Mar 2026	2206-5-201-4360400	22.42 ✓
Kevin D. Becker	I-16076	04/29/2026	Annual backflow valve test & l	2206-5-201-4360400	550.00 ✓
Cintas Corp.	4265146554	04/29/2026	Uniform cleaning contract	2206-5-201-4360400	36.73 ✓
Cintas Corp.	4265880127	04/29/2026	Uniform cleaning contract	2206-5-201-4360400	36.73 ✓
Cintas Corp #2 - First Aid & Sa	5329416316	04/29/2026	1st aid kit refills	2206-5-201-4360400	10.66 ✓
Cintas Corp.	4266593351	04/29/2026	Uniform cleaning contract	2206-5-201-4360400	36.73 ✓
ExpObject 4360400 - Maintenance Contracts Total:					2,028.93
ExpObject: 4390910 - Education					
Rock Gate Capital, LLC	200854	04/29/2026	CDL-B classes for 3 Aviation e	2206-5-201-4390910	3,950.00 ✓
Rock Gate Capital, LLC	200855	04/29/2026	CDL-B classes for 3 Aviation e	2206-5-201-4390910	3,950.00 ✓
Rock Gate Capital, LLC	200856	04/29/2026	CDL-B classes for 3 Aviation e	2206-5-201-4390910	3,950.00 ✓
ExpObject 4390910 - Education Total:					11,850.00
Fund 2206 - AVIATION Total:					39,585.69
Fund: 7739 - LIABILITY INSURANCE TRUST					
ExpObject: 4340500 - Nonfunded Deductible Expense					
CUMMINS INC	Q3-260426353	04/29/2026	Generator repairs due to light	7739-5-000-4340500	10,303.23 ✓
Emergency Radio Service, LLC	528232	04/29/2026	ATCT grounding, installation &	7739-5-000-4340500	11,539.50 ✓
ExpObject 4340500 - Nonfunded Deductible Expense Total:					21,842.73
Fund 7739 - LIABILITY INSURANCE TRUST Total:					21,842.73
Grand Total:					61,428.42

Fund Summary

Fund	Expense Amount
2206 - AVIATION	39,585.69
7739 - LIABILITY INSURANCE TRUST	21,842.73
Grand Total:	61,428.42

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	71.12
2206-5-201-4220150	Operating Supplies	741.34
2206-5-201-4220210	Gasoline	29.70
2206-5-201-4220310	Household, Laundry, & C	29.59
2206-5-201-4230110	Building Materials	562.47
2206-5-201-4230200	Repair Parts	62.13
2206-5-201-4230300	Small Tools & Minor Equ	51.85
2206-5-201-4360100	Repairs & Maint - Bldg	24,158.56
2206-5-201-4360400	Maintenance Contract	2,028.93
2206-5-201-4390910	Education	11,850.00
7739-5-000-4340500	Nonfunded Deductible E	21,842.73
Grand Total:	61,428.42	

Project Account Summary

Project Account Key	Expense Amount
None	61,428.42
Grand Total:	61,428.42



City of Elkhart

City of Elkhart

Expense Approval Report By Fund

Payment Dates 4/6/2026 - 4/26/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4320400 - Telephone & Communication					
Comcast Cable	INV0015064	04/10/2026	8771402050907961 1211 C	2206-5-201-4320400	227.33 ✓
ExpObject 4320400 - Telephone & Communication Total:					227.33
ExpObject: 4350100 - Electricity					
Indiana Michigan Power Com	INV0014811	04/06/2026	04240948119 1211 County	2206-5-201-4350100	4,154.05 ✓
Indiana Michigan Power Com	INV0015529	04/24/2026	04240948119 1211 County	2206-5-201-4350100	3,883.38 ✓
ExpObject 4350100 - Electricity Total:					8,037.43
ExpObject: 4350200 - Natural Gas					
Northern Indiana Public Servi	INV0015235	04/17/2026	6440000093 1211 CR 6W	2206-5-201-4350200	1,026.45 ✓
Northern Indiana Public Servi	INV0015236	04/17/2026	7375580016 1211 County R	2206-5-201-4350200	626.08 ✓
ExpObject 4350200 - Natural Gas Total:					1,652.53
ExpObject: 4350400 - Water & Sewer					
ELKHART PUBLIC UTILITIES	INV0015237	04/17/2026	1203335800 1205 W Count	2206-5-201-4350400	14.35 ✓
ELKHART PUBLIC UTILITIES	INV0015238	04/17/2026	1203335600 1139 W County	2206-5-201-4350400	74.44 ✓
ELKHART PUBLIC UTILITIES	INV0015239	04/17/2026	1203336003 1211 W County	2206-5-201-4350400	75.79 ✓
ExpObject 4350400 - Water & Sewer Total:					164.58
Fund 2206 - AVIATION Total:					10,081.87
Grand Total:					10,081.87

March - Last
 Comcast - 58.55
 E Fax - 4.82

Current -
 Comcast - 58.47
 E Fax - 4.73

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	<u>10,081.87</u>
Grand Total:	10,081.87

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	227.33
2206-5-201-4350100	Electricity	8,037.43
2206-5-201-4350200	Natural Gas	1,652.53
2206-5-201-4350400	Water & Sewer	<u>164.58</u>
	Grand Total:	10,081.87

Project Account Summary

Project Account Key	Payment Amount
None	<u>10,081.87</u>
Grand Total:	10,081.87



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Michiana Air Activities (MAA) hangar 3-B lease agreement

For more than a decade, Michiana Air Activities (MAA) has been leasing hangar 3-B, located at 1211 Co. Rd. 6 W. The existing lease agreement terms are currently month to month. The city legal department and the MAA have negotiated a new ten (10) year lease agreement. I ask the Board of Aviation Commissioners to approve this agreement. I also ask the Board of Aviation Commissioners to authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please authorize the new lease agreement between Elkhart Municipal Airport & Michiana Air Activities (MAA) and also authorize the board president to sign this agreement on behalf of the City effective 05.01.26.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff - Teams (RS)

Approved as to form and legality.

HANGAR 3B LEASE AGREEMENT

This Hangar 3B Lease Agreement (the “Lease”) is entered into effective on May 1, 2026 (the “Effective Date”), by and between the Elkhart Board of Aviation Commissioners (hereinafter, the “Lessor”) and Michiana Air Activities, Inc. (hereinafter, the “Lessee”). Throughout this Agreement, the Lessor and the Lessee are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH THAT:

1. **LEASED PREMISES.** Subject to the terms of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain portions of the real estate commonly known as 1211 County Road 6 W., Elkhart, IN 46514 (the “Property”), which said portions shall consist of Hangar 3B, all areas on the main level of the Property except private offices, the conference room on the second level of the Property with prior consent of the Airport Director, all sidewalks and parking areas servicing the Property, and all publicly accessible and/or common areas of the Property, together with all improvements and fixtures located on or attached to such portions of the Property (collectively, the “Leased Premises”).

- a. The Leased Premises herein demised shall be used primarily as storage space for aircraft and related equipment owned by or leased to Lessee, the provision of flight instruction services by Lessee’s members, and for meetings, events, and other activities of Lessee and its members, invitees, licensees, and guests, subject to the conditions, limitations, and restrictions contained elsewhere in this Lease.
- b. Lessee understands that it does not have exclusive rights to the entire Leased Premises and that, with prior written agreement between Lessee and Lessor, other Airport items and other aircraft may also be stored in the Leased Premises, subject to such terms and conditions as Lessee and the Lessor may agree in writing and in advance, and provided that the storage of such Airport items and other aircraft do not materially interfere with, limit, restrict, reduce, or impair Lessee’s use, possession, and enjoyment of the Leased Premises. Additionally, Lessor shall, at its sole cost and expense, provide a secure means to access the Leased Premises with a Pushbutton Keypad Passage set similar to those installed on the northeast and south sides of the Leased Premises, but programmed with different codes.
- c. Lessee may use Lessor’s items (e.g., tables, chairs, etc.) stored in the Leased Premises whenever such items are not otherwise in use by Lessor, and Lessee’s use of such items shall be included within the monthly rent to be paid by, and at no additional cost or expense to, Lessee. Said items shall be used within, and shall not be removed from, the Leased Premises.

2. **TERM.** The term of this Lease shall commence on the Effective Date and expire on April 30, 2036 (the “Term”). Upon the expiration of the Term, the Parties may negotiate for an additional term.

3. **TERMINATION.** Notwithstanding any provision of this Lease to the contrary, Lessee shall have the right, in its sole discretion and without penalty, at any time during the Term, to terminate this Lease effective upon not less than 90 days’ written notice to Lessor, and in such event, the rent to be paid by Lessee for the month during which such termination occurs shall be pro-rated accordingly.

4. **RENT.** As monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease, Lessee shall pay to Lessor the sum of (a) One Thousand One Hundred Twenty-Five Dollars (\$1,125.00),

commencing on the 1st day of May, 2026, and continuing on the 1st day of each successive month thereafter through and until the second anniversary of the Effective Date. Upon the second anniversary of the Effective Date, and every two years thereafter, the monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease shall increase by One Hundred Dollars (\$100.00). For example, on the second anniversary of the Effective Date, the monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease shall increase to One Thousand Two Hundred Twenty-Five Dollars (\$1,225.00); on the fourth anniversary of the Effective Date, the monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease shall increase to One Thousand Three Hundred Twenty-Five Dollars (\$1,325.00); on the sixth anniversary of the Effective Date, the monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease shall increase to One Thousand Four Hundred Twenty-Five Dollars (\$1,425.00); and the monthly rent for the use, possession, and enjoyment of the Leased Premises under this Lease shall continue to increase by One Hundred Dollars (\$100.00) every two years thereafter for so long as this Lease remains in effect.

5. UTILITIES AND SERVICES. At all times while this Lease remains in effect, the parties agree that Lessor shall (a) be solely responsible to coordinate and maintain, at its sole cost and expense, in good, safe, proper, and slightly working order, condition, and repair, and for the mutual use, benefit, and enjoyment of Lessor and Lessee, all water, gas, sewer, electric, plumbing, heating, ventilation, air conditioning, and other utilities and services that Lessor or Lessee may use, require, or need in connection with the Leased Premises, all of which are and shall be included within the rent to be paid by Lessee to Lessor under this Lease; and (b) pay, or cause to be paid, all charges for all water, gas, sewer, electric, plumbing, heating, ventilation, air conditioning, and other utilities and services that Lessor or Lessee may use, require, or need in connection with the Leased Premises.

6. SECURITY DEPOSIT. Lessor and Lessee acknowledge and agree that:

- a. Lessee has paid Lessor the sum of Three Hundred Fifty Dollars (\$350.00) (the "Security Deposit"), which shall be held by Lessor as security for the payment of damage to the Leased Premises that is solely caused by, and the exclusive result of, Lessee's acts, omissions, negligence, or misconduct.
- b. Within forty-five (45) days after the expiration or termination of this Lease, Lessor shall provide to Lessee a detailed report identifying any and all damage to the Leased Premises, including associated costs and expenses, that Lessor contends was solely caused by, and the exclusive result of, Lessee's acts, omissions, negligence, or misconduct. Then, upon Lessee's receipt of the detailed report, Lessor and Lessee shall attempt in good faith to informally resolve any dispute as to the alleged damages, costs, and expenses solely between themselves. If, however, they are unable to do so within forty-five (45) days following Lessee's receipt of the detailed report, Lessor and Lessee shall engage in good faith mediation as a condition precedent to the commencement of any legal proceedings. Any settlement payment agreed to by Lessor and Lessee shall be made within thirty (30) days after the settlement date to the Controller's Office for the City of Elkhart, 229 South Second Street, Elkhart, Indiana 46516.
- c. In the event that Lessor is not claiming any damage to the Leased Premises upon the expiration or termination of this Lease, or in the event that Lessor shall have failed to provide a detailed report identifying any and all damage to the Leased Premises within forty-five (45) days after the expiration or termination of this Lease, Lessor shall promptly return the Security Deposit to Lessee.

7. USE OF HANGAR.

- a. Lessee agrees to take good care of the Leased Premises. Notwithstanding the foregoing or any other provision of this Lease to the contrary, Lessee shall not be responsible or liable for, and shall have no responsibility or liability to remedy, restore, or repair, any damage to the Leased Premises that is not solely caused by, and the exclusive result of, Lessee's acts, omissions, negligence, or misconduct.
- b. If destruction of the Leased Premises, or any part thereof, shall occur so as to make the Leased Premises unfit for the purposes hereinabove mentioned, Lessee may immediately surrender the Leased Premises to Lessor and terminate this Lease. Such destruction may include, without limitation, police ordered closings, acts of God, emergency public health and public safety issues, an alert status issued by the U.S. Dept. of Homeland Security, terrorist attacks against the U.S., or acts of war. Lessee agrees that its use of the Leased Premises shall be in conformity with the provisions of this Section 7.
- c. The Leased Premises are for the private use of Lessee and its members, invitees, licensees, and guests, as well as for the provision of flight instruction services by Lessee's members, and for meetings, events, and other activities of Lessee and its members, invitees, licensees, and guests.
- d. Only Lessee's members or other authorized persons shall be allowed to perform cleaning and preventive maintenance on aircraft that is owned or leased by Lessee, such cleaning or preventive maintenance shall be of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance.
- e. Lessee agrees that use of the Leased Premises shall be in accordance with federal, state and local laws and regulations.
- f. In addition to Lessee's use, possession, and enjoyment of the Leased Premises, Lessee and its members, invitees, licensees, and guests shall be permitted to access, use, and enjoy the ramps, aprons, taxiways, and other publicly accessible and/or common areas of the airport grounds and Property.
- g. Lessee may place and keep within the Leased Premises any storage cabinets, desks, workbenches, tool cabinets, appliances, furniture, equipment, and supplies that Lessee may need or desire for its use, possession, and enjoyment of the Leased Premises; provided, however, that Lessee shall not install sleeping couches, cots, beds, hot plates, stoves, or other cooking devices within the Leased Premises.
- h. Lessee may store parts, hulls, airframes, and accessories for its aircraft, as well as incomplete aircraft, within the Leased Premises; provided, however, any parts, hulls, airframes, accessories, and incomplete aircraft shall be stored in a reasonably safe manner.
- i. Lessee may store aircraft lubricants, oil, degreasing chemicals, cleaning agents, window washing fluids, and other liquids, fluids, and chemicals in the Leased Premises, provided that Lessee may not store more than twenty (20) gallons of flammable fluids in the Leased Premises, and further provided that any liquids, fluids, or chemicals shall be stored in NFPA approved containers or in opened or unopened original containers.

- j. Lessee may store, with approval of the Airport Director, non-aviation related items that are owned or leased by, or otherwise in the lawful possession of, Lessee within the Leased Premises, as long as Lessee also stores an airworthy aircraft registered to Lessee.
- k. Lessee will not perform repair services on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Leased Premises.
- l. Lessee shall not perform painting or “doping” operations of any kind within the Leased Premises.
- m. Lessee shall be responsible to keep the Leased Premises clean and deposit trash in the containers as provided by Lessor.
- n. The doors to the Leased Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee or its members, invitees, licensees, or guests are present on the Leased Premises.
- o. Lessee shall be permitted to install, maintain, and use (i) high-speed wireless and/or wired internet service within, around, and throughout the Leased Premises, and (ii) video, security, and/or surveillance cameras within, around, throughout, and depicting the Leased Premises. Additionally, Lessor hereby acknowledges and agrees that any devices and equipment installed by Lessee within, around, or throughout the Leased Premises, or otherwise affixed by Lessee to the Leased Premises, in connection with or relating to such high-speed internet service and/or cameras, including any routers, switches, modems, wires, cables, wireless access points, cameras, monitors, audio-visual equipment, and other similar devices and equipment, shall at all times remain the exclusive property of, and may be removed by, Lessee, in accordance with and as provided in Section 15 below.
- p. Lessee shall not be permitted to install and use space heaters, except with Lessor’s approval prior to installation and initial use. Engine heaters which have a combined maximum load of 9.8 amps or less are approved. Accessories and other equipment such as battery tenders, electric power tugs, compressed air tanks, or air compressors for the inflation of tires or other assets utilized in support of aircraft are permitted. After written notice to Lessee, and no action by Lessee to correct or resolve the noncompliance within thirty (30) days after its receipt of such written notice, with no corrective action by Lessee, Lessee hereby agrees that Lessor shall have the right, in addition to any other remedy available to Lessor, to enter onto the Leased Premises and remove items determined to cause safety issues which neither Lessor nor Lessee can resolve, and in such event, Lessor shall not be held liable for loss or damage suffered by Lessee as a result of such action by Lessor unless such loss or damage results from negligence or misconduct by Lessor.
- q. Washing aircraft, however performed, is permitted within and near the Leased Premises, and on the Apron or Ramp in front of the Leased Premises. Aircraft may be parked in front of the Leased Premises while a washing event is in progress but will be moved as required to allow other Airport tenants or users through the area as needed.
- r. 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 corrective action determined between Lessee and Lessor.

8. INSURANCE.

- a. Lessee's Insurance Requirements. At all times while this Lease remains in effect, Lessee shall, at Lessee's sole cost and expense, maintain, and keep in full force and effect, aircraft liability insurance with a premises liability endorsement or commercial general liability insurance with limits of not less than Three Million Dollars (\$3,000,000.00) per occurrence, which said insurance shall include Lessor as an additional named insured.
- b. Lessor's Insurance Requirements. At all times while this Lease remains in effect, Lessor shall, at Lessor's sole cost and expense, maintain, and keep in full force and effect, a policy or policies of insurance covering loss or damage to the Property, including the Leased Premises, in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils, risks, and occurrences included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("all risk," as such term is used in the insurance industry).
- c. Release of Claims and Waiver of Subrogation. Lessor and Lessee each hereby releases the other (and the other's directors, officers, members, agents, representatives, and employees) with respect to any claims, demands, injuries, losses, damages, actions, causes of action, and liabilities it may have against the other (including, without limitation, any claims, demands, injuries, losses, damages, actions, causes of actions, and liabilities that arise or result in whole or in part from, or relate in any way to, the actual or alleged carelessness, negligence, or misfeasance of the other) for damage or loss covered by the releasing Party's insurance or by insurance required to be carried under this Lease had the releasing Party complied with its applicable insurance obligations hereunder (including business interruption, lost profits, rental value, and loss of rent). Lessor and Lessee shall each procure a clause in, or endorsement on, any insurance carried by them, under which the insurance company waives its right of subrogation against the other Party to this Lease (and its directors, officers, members, agents, representatives, and employees) or consents to a waiver of the right of recovery against the other Party to this Lease (and its directors, officers, members, agents, representatives, and employees). The releases and waivers in this Section shall survive the expiration or termination of this Lease.

9. SUBLEASE/ASSIGNMENT. The Leased Premises shall not be sublet, assigned, transferred, or set over by the act of Lessee, by process or operation of law, or in any other manner.

10. SIGNS. At all times while this Lease remains in effect, and at no cost, expense, or rent to Lessee, Lessor shall include on the airport's digital sign located at 1211 County Road 6 W., Elkhart, IN, 46514, information regarding Lessee's flying club, activities, events, or other information regarding Lessee's operations. The information to be displayed on the digital sign must be agreed upon by the Parties, and the information regarding Lessee's flying club, activities, events, or other information shall be displayed no less frequently than any other information that is displayed on the digital sign. Additionally, at all times while this Lease remains in effect, and at no cost, expense, or rent to Lessee, Lessee shall be permitted to post, keep, maintain, and display two (2) signs advertising the Lessee's flying club at mutually agreed upon locations on the grounds of the Elkhart Municipal Airport that are prominently visible from County Road 6 on the north side of the Elkhart Municipal Airport. Each of the two (2) signs shall have dimensions of not more than 32 (thirty-two) square feet, and the signs shall be posted, kept, maintained, and displayed so that one (1) of the signs is located east of the Elkhart Municipal Airport's control tower and the other sign is located west of the Elkhart Municipal Airport's control tower. The two (2) signs shall at all times remain the exclusive property of Lessee.

11. NOTICES.

- a. Any notices to Lessor that are required or permitted under this Lease shall be in writing and shall be sufficient if sent by Certified U.S. Mail, postage prepaid, and properly addressed, or hand delivered, to Elkhart Municipal Airport, 1211 County Road 6 W., Elkhart, Indiana 46514, or such other address as Lessor may hereafter designate in writing from time to time.
- b. Any notices to Lessee that are required or permitted under this Lease shall be in writing and shall be sufficient if sent by Certified U.S. Mail, postage prepaid, and properly addressed, or hand delivered, to Lessee's registered agent at the address registered and on file with the Indiana Secretary of State's office, or such other address as Lessee may hereafter designate in writing from time to time.
- c. All notices sent in accordance with Section 11(a) or Section 11(b) above shall be effective upon delivery.

12. DEFAULT. In the event of any material breach of this Lease by Lessee, Lessor shall provide written notice of such material breach to Lessee. Then, within thirty (30) days after Lessee's receipt of such written notice, Lessee shall take actions or initiate steps to cure the material breach. If Lessee fails to take actions or initiate steps to cure the material breach within thirty (30) days after receiving written notice of such breach from Lessor, Lessor may terminate this Lease and remove the aircraft and any other property of Lessee from the Leased Premises to an area determined safe and secure for Lessee's property and aircraft without being guilty of trespass, breach of peace, or forcible entry and detainer. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other remedy available to Lessor in law or equity. However, if Lessee has taken action or initiated steps to cure the material breach within thirty (30) days after receiving written notice of such breach from Lessor, Lessor shall continue the Lease for such additional time as is reasonably necessary for Lessee to cure the breach, and during such time, Lessor shall refrain from taking, exercising, or pursuing any actions, rights, or remedies under this Lease.

13. INSPECTIONS. Lessee agrees that Lessor shall have the right, upon not less than three (3) business days' prior written notice, or such shorter period of time as Lessor and Lessee may agree in advance and in writing, to enter the Leased Premises for the purpose of making joint inspections thereof and to take such action and to make such repairs or alterations as are, in the agreement of Lessor and Lessee, desirable or necessary, and to take such materials into or out of the Leased Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of Lessee. Lessor retains the right to enter the Leased Premises without notice for purposes other than a formal inspection.

14. REPAIRS AND MAINTENANCE. At all times while this Lease remains in effect, Lessor shall, at Lessor's sole cost and expense, keep and maintain, in good, safe, proper, and slightly working order, condition, and repair, all areas of the Property, including the Leased Premises, in substantially the same condition as existed at the commencement of this Lease, reasonable wear and tear, and permitted alterations and improvements, excepted.

15. ALTERATIONS AND IMPROVEMENTS. If Lessee desires to make any alterations or improvements to the Leased Premises, Lessee shall provide Lessor with a written request to make such alterations or improvements, together with any plans or specifications for the same. Then, within 30 days after receiving such written request, Lessor shall provide Lessee with a written response advising whether Lessor consents to the written request. All alterations or improvements made by Lessee and consented to by Lessor shall be performed by Lessee in a good, workmanlike, and lien-free manner, in compliance with all applicable laws and regulations.

Additionally, (a) any alterations or improvements made by Lessee and consented to by Lessor that are not removable without material damage to the Leased Premises shall, upon the expiration or earlier termination of this Lease, be, become, and remain the property of Lessor; and (b) any alterations or improvements made by Lessee and consented to by Lessor that are removable without material damage to the Leased Premises shall at all times remain the exclusive property of Lessee, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the Leased Premises. For the sake of clarity and the avoidance of doubt, alterations and improvements that are removable without material damage to the Leased Premises, and which shall at all times remain the exclusive property of Lessee, even though affixed in such a manner as, under the laws wherein the Leased Premises is located, might be considered to be a fixture and part of the Leased Premises, shall include, but not be limited to, movable partitions, televisions, audio-visual equipment, video cameras, security cameras, surveillance cameras, appliances, electronic devices and wiring, GPS repeaters, signage, machinery, equipment, trade fixtures, and the like. Upon the expiration or earlier termination of this Lease, Lessee shall remove all such alterations and improvements from the Leased Premises, including any movable partitions, televisions, audio-visual equipment, video cameras, security cameras, surveillance cameras, appliances, electronic devices and wiring, GPS repeaters, signage, machinery, equipment, trade fixtures, and the like, as well as any other personal property, and upon doing so, shall repair any damage to the Leased Premises occasioned by such removal and restore the Leased Premises to substantially the same condition as it existed at the commencement of this Lease, reasonable wear and tear, and permitted alterations and improvements, excepted.

16. **ACCESS TO PUBLIC RECORDS ACT.** Lessor maintains one or more cameras in the Leased Premises, not including any cameras installed, maintained, or used by Lessee pursuant to Section 7(o) above. Lessor, as a political subdivision of the State of Indiana, may receive requests for records under the Indiana Access to Public Records Act, Ind. Code § 5-14-3 et seq. (the "APRA"). If Lessor receives such a request for records recorded by, or obtained from, Lessor's cameras within or otherwise depicting the Leased Premises, the Lessor will notify the Lessee in writing of said request and make any redactions in accordance with the APRA before releasing said record.

17. **RELATIONSHIP OF PARTIES.** The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee and Lessor shall never at any time be or become the agent of the other, nor shall Lessee or Lessor be or become responsible for the acts or omissions of the other.

18. **GOVERNING LAW.** This Lease shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to its choice and conflicts of law principles.

19. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement and understanding between Lessor and Lessee relating to the subject matter of this Lease and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding the subject matter of this Lease.

20. **NO RELIANCE ON OTHER STATEMENTS.** Lessor and Lessee represent and agree that they rely fully upon their own judgment and discretion in entering into this Lease and that, except as expressly stated in this Lease, they have not relied upon any representations or advice from the other party or any other persons, attorneys, agents, or representatives acting for or on behalf of the other party.

21. **MODIFICATION AND SEVERABILITY.** This Lease may only be amended, modified, or supplemented by an agreement in writing signed by Lessor and Lessee. If any term or provision of this Lease is found by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, the

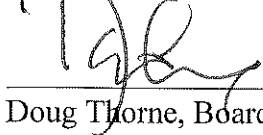
remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, and this Lease shall be construed as if such invalid, void, or unenforceable provisions were omitted.

22. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative, rather than exclusive, and shall be in addition to all other rights and remedies.

23. **AUTHORIZED REPRESENTATIVES.** By their acts of signing this Lease, the undersigned covenant and represent that they are duly authorized representatives of the Party on behalf of which they have signed this Lease and that they have full power and authority to sign this Lease on behalf of such Party.

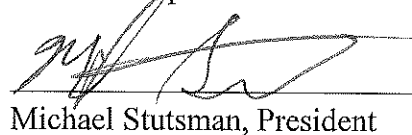
IN WITNESS WHEREOF, the authorized parties hereto have caused this Lease to be executed effective as of the 1st day of May, 2026.

LESSOR Representative:



Doug Thorne, Board of Aviation
Commissioners President
ELKHART MUNICIPAL AIRPORT
1211 County Road 6 West
Elkhart, IN 46514

LESSEE Representative:



Michael Stutsman, President
MICHIANA AIR ACTIVITIES, INC.
PO Box 303
Osceola, IN 46561



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Request to award quote for crack sealing repairs to asphalt surfaces located on airport property to responsive, responsible quoter

At the March 25, 2026, the BOAC approved quote specifications and the solicitation of quotes for the purpose of sealing cracks on taxiways Alpha, Bravo, Delta, and the Ralph Bean memorial parking lot near Wheels Up. Per City policy, three vendors were sent the quote specifications and required to reply with a quote by April 8, 2026. Only two of the three vendors chose to provide quotes:

- 1) Asphalt Restoration Services – replied, with a quote amount of \$76,480.00
- 2) HI-Lite – replied, with a quote amount of \$203,720.00
- 3) Walt’s Paving – provided no quote

Asphalt Restoration Services was the lowest, most responsive, responsible, quoter.

Please award the project of crack sealing taxiways Alpha, Bravo, Delta, and the Ralph Bean memorial parking lot, to Asphalt Restoration Services, the lowest, most responsive, most responsible quoter, in the amount of \$76,480.00. A sufficient amount of funding for this project was included in 2026 Aviation budget.

Approved as to form and legality

Thank you,

Andy Jones
Airport Director

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff - Teams (KS)

Updated Quote

Asphalt Restoration Services

PO Box 2484
South Bend, IN 46680
(574) 876 6601
arsllc@comcast.net

Estimate



ADDRESS
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

ESTIMATE #	DATE
3884	03/03/2026

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL - Roadway/Highway All cracks to be filled are cleaned/blown out using a direct drive 100 CFM air compressor. Cracks are then filled using a Crack Pro 260 Heated Hose crack seal machine using K-TECH 3405. K-TECH 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. K-TECH 3405 resists tracking at elevated temperatures and remains flexible down to -15F. K-TECH 3405 meets ASTM 3405 Specifications and is ideal for roads and highways.	1	0.00	0.00
CRACKSEAL Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking	45,405	0.70	31,783.50
CRACKSEAL Bravo 1 - Approximately 1680 Linear Feet of Cracking	1,680	1.00	1,680.00
CRACKSEAL Bravo 2 - Approximately 3094 Linear Feet of Cracking	3,094	1.00	3,094.00
CRACKSEAL Bravo 3 - Approximately 3770 Linear Feet of Cracking	3,770	1.00	3,770.00
CRACKSEAL Bravo 4 - Approximately 4500 Linear Feet of Cracking	4,500	1.00	4,500.00
CRACKSEAL Bravo 5 - Approximately 3450 Linear Feet of Cracking	3,450	1.00	3,450.00
CRACKSEAL Alpha 1 - Approximately 1209 Linear Feet of Cracking	1,209	1.00	1,209.00
CRACKSEAL Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking	25,155	0.70	17,608.50
CRACKSEAL Delta 1 - Approximately 2675 Linear Feet of Cracking	2,675	1.00	2,675.00
CRACKSEAL Delta 2 - Approximately 1500 Linear Feet of Cracking	1,500	1.00	1,500.00
CRACKSEAL Delta 3 - Approximately 2710 Linear Feet of Cracking	2,710	1.00	2,710.00

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL Event Parking Lot Approximately 2640 Linear Feet of Cracking	2,640	0.9469697	2,500.00
TERMS & CONDITIONS 1. Price(s) is/are for the 2026 season only. If the work carries past 2026 season this/these price(s) is/are subject to change. 2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above. 3. Not included in the price(s) shown above (unless otherwise specified); construction engineering, quality testing, excavation, casting/structure adjustment and saw-cutting.	1	0.00	0.00

Contact Asphalt Restoration Services to pay.

TOTAL

\$76,480.00

THANK YOU FOR ALLOWING ASPHALT RESTORATION SERVICES TO PROVIDE YOU WITH AN ESTIMATE FOR YOUR ASPHALT NEEDS!!

Accepted By



Accepted Date

04.29.26

Doug Thorne
BOAC President



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Asphalt Restoration Services agreement for the crack sealing project at Elkhart Municipal Airport (EKM)

Please approve the attached agreement between EKM and Asphalt Restoration Services for crack sealing to asphalt surfaces located on taxiways Alpha, Bravo, Delta and the Ralph Bean parking lot, total cost \$76,480.00. This agreement has been drafted and approved by the City Legal Department. Please approve this agreement & authorize the board president to sign this agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please approve the attached crack sealing project agreement with Asphalt Restoration Services for a total cost of \$76,480.00 and authorize the board president to sign this agreement on behalf of the City.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff - Teams (B)

**CONTRACT FOR THE CRACK SEALING REPAIRS ON AIRPORT
TAXIWAYS**

This Agreement is made and entered into this 8TH of April 2026, 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 **ASPHALT RESTORATION SERVICES, LLC**, located at PO BOX 2484 SOUTH BEND, IN 46680 ("CONTRACTOR"),

RECITALS:

WHEREAS, the Alpha, Bravo, Delta taxiways and Ralph Bean Memorial Parking lot at Elkhart Municipal Airport has deteriorated due to prolonged exposure to weather and time, necessitating crack sealing ("**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 follows:

CONTRACTOR agrees to furnish the services listed in the Estimate Number 3884 dated March 3, 2026 , 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 of the services rendered under this contract, the BOAC agrees to pay to the CONTRACTOR the sum of Seventy Six Thousand Four Hundred and Eighty dollars with 00/100 (\$76,480.00) 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: Sean Evans
Contractor

Approved as to form and legality.



Updated Quote

Exhibit A

Asphalt Restoration Services
PO Box 2484
South Bend, IN 46680
(574) 876 6601
arsllc@comcast.net

Estimate



ADDRESS
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

ESTIMATE #	DATE
3884	03/03/2026

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL - Roadway/Highway All cracks to be filled are cleaned/blown out using a direct drive 100 CFM air compressor. Cracks are then filled using a Crack Pro 260 Heated Hose crack seal machine using K-TECH 3405. K-TECH 3405 is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. K-TECH 3405 resists tracking at elevated temperatures and remains flexible down to -15F. K-TECH 3405 meets ASTM 3405 Specifications and is ideal for roads and highways.	1	0.00	0.00
CRACKSEAL Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking	45,405	0.70	31,783.50
CRACKSEAL Bravo 1 - Approximately 1680 Linear Feet of Cracking	1,680	1.00	1,680.00
CRACKSEAL Bravo 2 - Approximately 3094 Linear Feet of Cracking	3,094	1.00	3,094.00
CRACKSEAL Bravo 3 - Approximately 3770 Linear Feet of Cracking	3,770	1.00	3,770.00
CRACKSEAL Bravo 4 - Approximately 4500 Linear Feet of Cracking	4,500	1.00	4,500.00
CRACKSEAL Bravo 5 - Approximately 3450 Linear Feet of Cracking	3,450	1.00	3,450.00
CRACKSEAL Alpha 1 - Approximately 1209 Linear Feet of Cracking	1,209	1.00	1,209.00
CRACKSEAL Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking	25,155	0.70	17,608.50
CRACKSEAL Delta 1 - Approximately 2675 Linear Feet of Cracking	2,675	1.00	2,675.00
CRACKSEAL Delta 2 - Approximately 1500 Linear Feet of Cracking	1,500	1.00	1,500.00
CRACKSEAL Delta 3 - Approximately 2710 Linear Feet of Cracking	2,710	1.00	2,710.00

ACTIVITY	QTY	RATE	AMOUNT
CRACKSEAL Event Parking Lot Approximately 2640 Linear Feet of Cracking	2,640	0.9469697	2,500.00
TERMS & CONDITIONS 1. Price(s) is/are for the 2026 season only. If the work carries past 2026 season this/these price(s) is/are subject to change. 2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above. 3. Not included in the price(s) shown above (unless otherwise specified); construction engineering, quality testing, excavation, casting/structure adjustment and saw-cutting.	1	0.00	0.00

Contact Asphalt Restoration Services to pay.

TOTAL

\$76,480.00

THANK YOU FOR ALLOWING ASPHALT RESTORATION SERVICES TO PROVIDE YOU WITH AN ESTIMATE FOR YOUR ASPHALT NEEDS!!

Accepted By

Accepted Date



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Ratify Airport Director's Signature on T-Hangar 71 lease

The Elkhart Municipal Airport has rented T-Hangar 71 to new tenant Dean Loucks. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 71 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 71 lease effective May 1, 2026.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Bruce B. Shreiner

[Signature]

Tom Shoff - Teams (KS)

Dean Loucks

04-22-26 (49)
D.C.
T-HANGAR LEASE AGREEMENT

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

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 71 (The "Premises"). The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement. The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Enstrom Model Helicopter Registration Number N456KJ

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

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

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

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

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

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

- p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.
- q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.
- r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.
5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.
6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.
7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.
8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.
9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.
10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.
11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.
12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.
13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.
14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

EXHIBIT A

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

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

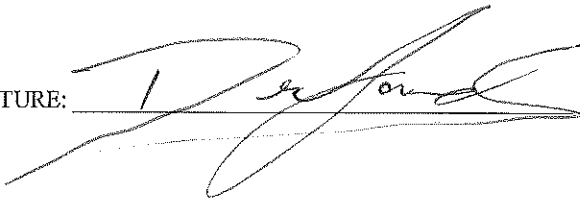
- 11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
- 12) Making small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

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

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

LESSOR
Airport Manager

LESSEE SIGNATURE: _____



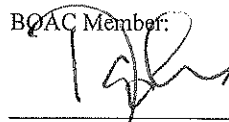
By: _____



Phone #: 574-333-8333

Printed Name: *Andy Jones*

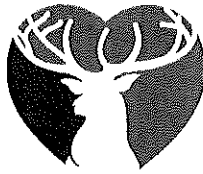
BOAC Member: _____



Doug Thorne, BOAC President

Email: dean@taod1.com

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



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Ratify Airport Director's Signature on T-Hangar 76 lease

The Elkhart Municipal Airport has rented T-Hangar 76 to new tenant David Stalter. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.



Thank you,


Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 76 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 76 lease effective April 3, 2026.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff - Teams (RB)

20-0484

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 3rd day of April 2026, by and between David Stalter and Elkhart Board of Aviation Commissioners ("Lessor"), and ("Lessee"):

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 76 (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 Cirrus Model SR 22-T Registration Number N96FK

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

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

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

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

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

- a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
- b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
- c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
- d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
- e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
- f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
- g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
- h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MPPA 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 trim/drapery 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 of the aircraft.
- 12) Making small simple repairs to fabric, non-structural cover plates, cowling, and small patches and reinforcements and 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 control 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 cone flares.
- 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 non-structural standard fasteners incidental to operation.
- 28) Removing and installing balloon baskets and bunnies 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-siphoning 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: 22625 State Road 119
Goshen, IN 46526

LESSOR
Airport Manager


LESSOR SIGNATURE: 

By: 

Phone #: 574-536-2452

Printed Name:

BOAC Member:


Doug Thomas, BOAC President

Email: davesautorepair2@yahoo.com

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

- 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: 22625 State Road 119
Goshen, IN 46526

LESSOR
Airport Manager

LESSEE SIGNATURE: _____

By: _____

Andy Jones

Phone #: 574-536-2452

Printed Name:

BOAC Member: _____

Email: davesautorepair22@yahoo.com

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

*2 Keys issued to tenant
placed in Hgn for him*

Shaw, Karen

From: Jones, Andy
Sent: Monday, April 6, 2026 10:15 AM
To: Shaw, Karen
Subject: Fwd: EXTERNAL: Re: Temporary Hanger Rent N96FK

From: David Stalter <davesautorepair22@yahoo.com>
Date: April 2, 2026 at 12:41:16 PM EDT
To: "Jones, Andy" <Andy.Jones@cityofelkhartin.gov>
Subject: EXTERNAL: Re: Temporary Hanger Rent N96FK

Caution: This email originated from outside of the organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Hi Andy. Hey can I get access to the hangar so I can put the plane in it Friday evening?
Thanks!
iPhone

On Mar 18, 2026, at 14:12, David Stalter <davesautorepair22@yahoo.com> wrote:

Hi Andy.
David Stalter 22625 State Road 119 Goshen, IN 46526 is my address
Cell phone number is 574-536-2452
The aircraft is a 2017 Cirrus SR22-T serial number 1611 *N 96FK*
Looking for hanger storage for 6-10 weeks starting in a few weeks from now
when Goshen shuts down....

Thanks!!

April 3

-Dave Stalter, Owner of Dave's Auto Repair and Doug's Alignment.
Cell 574-536-2452

T-Hgr ~~157~~ 76



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26

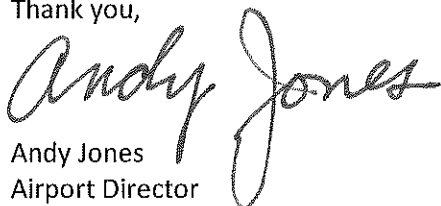
TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Ratify Airport Director's Signature on T-Hangar 78 lease

The Elkhart Municipal Airport has rented T-Hangar 78 to current tenant Brad Lee. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,


Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 78 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 78 lease effective May 1, 2026.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners






Tom Shoff - Teams 

20-0459

T-HANGAR LEASE AGREEMENT

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

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of T-Hangar 78 (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 Cessna Model 172 Registration Number N173PB

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

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

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

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

① Bue

- 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 drums, 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.
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- 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: Brad Lee
51111 Huntington Lane
Granger, IN 46530

LESSOR
Airport Manager

LESSEE SIGNATURE: Bradford W. Lee

By: Andy Jones
Andy Jones

Phone #: 512-636-6636

Printed Name: Doug Thorne

BOAC Member: [Signature]
BOAC President

Email: bwlee@att.net

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

③ BUL



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Ratify Airport Director's Signature on T-Hangar 79 lease

The Elkhart Municipal Airport has rented T-Hangar 79 to current tenant Chris Lee. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,


Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 79 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 79 lease effective May 1, 2026.

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners






Tom Shoff - Teams - (KS)

20-0458

T-HANGAR LEASE AGREEMENT

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

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 79 (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 Diamond Model DA40 Registration Number N499W

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

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

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

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

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

- a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
- b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit "A"), and any subsequent amendments.
- c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
- d. Lessee's exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
- e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
- f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
- g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.
- h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFFA 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) Refinishing 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: 17683 Saint's Patrick St
Granger, IN 46530

LESSOR
Airport Manager

By: Andy Jones

LESSEE SIGNATURE: _____

Phone #: 512-988-1843

Printed Name: Andy Jones

BOAC Member:

Email: ubetify@yahoo.com

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



- 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.
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Billing Address: 17681 Saint's Patrick St
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LESSOR
Airport Manager

LESSEE SIGNATURE:

By: Andy Jones

Phone #: 512-988-1843

Printed Name: Andy Jones

BOAC Member

Doug Thorne, BOAC President

Email: ubellfly@yahoo.com

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



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 04/29/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Letter to FAA regarding rollover of FY26 NPE funds

The Elkhart Municipal Airport wishes to rollover FY26 Non-Primary Entitlements (NPE) into the next program year to use for the Runway 27 approach protection aviation easement acquisition project; which aligns with our approved Capital Improvement Plan (CIP). Please approve this letter to the FAA advising our intent to roll these funds to the next program year, and please authorize the board president to sign this letter.

Please approve the letter to the FAA which states our intent to rollover FY26 funds to the next program year, and please authorize the Board President to sign the NPE letter dated April 29, 2026.

Thank you,

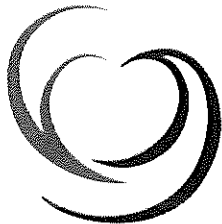
Andy Jones
Airport Director

Date 04.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff - Teams

Approved as to form and legality



City of Elkhart
Airport

April 29, 2026

Mr. Victor Iniguez
Federal Aviation Administration
Great Lakes District Office
2300 East Devon Ave.
Chicago, IL 60018

Rod Roberson
Mayor

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.320.4004

Administration Office:
574.264.5217

BOAC Members

Doug Thorne, President

Bruce Shreiner, V.P.

Tom Shoff, Secretary

Shari Mellin, Treasurer

RE: Elkhart Municipal Airport Intent to ROLL NPE Funding

Dear Mr. Iniguez:

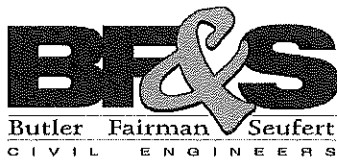
With this letter we wish to inform you that we intend to ROLL our FY26 Non-Primary Entitlements into the next program year to use for airport project consistent with our approved CIP.

Thank you in advance for your consideration to improve our airport.

Very truly yours,

Doug Thorne, BOAC President

Enclosures
c: Butler, Fairman and Seufert (w/encl.)
Board Members (w/encl.)



ELKHART MUNICIPAL AIRPORT ENGINEER REPORT/AGENDA

April 29, 2026

4:00 p.m.

ACTION ITEMS FOR BOAC MEETING

1. Motion to roll FY26 Non-Primary Entitlements for to next fiscal year for the Runway 27 Approach Protection Avigation Easement Acquisition project.

ACTIVE GRANT SUMMARY

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

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
 - Milestone plans to start in the spring
 - A preconstruction conference was held. Please see the attached meeting summary.
 - Construction starting in May
2. T-hangar/Taxilane design project.
 - The project is substantially complete.
 - Punchlist items are currently being addressed.
 - Final pay applications are being held until the punch list is satisfied.
3. Runway 9-27 Joint Rehabilitation project
 - The joint sealing is complete.
 - The RWY 9-27 repainting work was scheduled for 4/23/26, unfortunately Hi-lite needed to be rescheduled. The reschedule is pending currently.
4. Land Acquisition for Runway 27 Approach Protection.
 - The city council has approved the appropriation.
 - We will work on getting a kick-off meeting scheduled.

