City of Elkhart
Elkhart Municipal Airport

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

**Meeting AGENDA**

1. **ROLL CALL**
2. **APPROVAL OF AGENDA**
3. Approval of Minutes: June 24, 2026
4. Approval of Claims:
5. Airport Manager's Report:
6. New Business:
   a. Ratification of T-Hangar leases 1-69 that have been updated with rent increases.
   b. Office building updated lease agreements to reflect rent increase.
   c. Lots 17, 18, 19 corrected addresses & lease agreements.
   d. T-Hangar 60 new lease ratification.
   g. AIP-40, retainage invoice to New Tech, $105,494.53 and final acceptance letter.
   h. AIP-42, BF&S Invoice, $30,514.05.
   i. AIP-42, Milestone Contractors Invoice, $1,224,200.21.
   j. AIP-44, BF&S Invoice, $1,350.00.
   k. INDOT Airport Maintenance Grant Program.
7. Privilege of the Floor
8. Adjournment
9. **NEXT REGULAR BOAC MEETING 08/26/26 4:00 p.m.**

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

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

Board of Aviation Commissioners Meeting
Wed, Jul 29, 2026 4:00 PM - 6:00 PM (UTC-05:00) Indiana (East)

We look forward to having you attend the event!

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**Microsoft Teams meeting**
**Join:** https://teams.microsoft.com/meet/285893582421794?p=SfrayZSqNNHvG9X0Ko
Meeting ID: 285 893 582 421 794
Passcode: jE95G8sj

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Need help? | System reference
**Dial in by phone**
+1 929-229-5981,,711319130# United States, New York City
Find a local number
Phone conference ID: 711 319 130#
For organizers: Meeting options | Reset dial-in PIN

City of Elkhart
Board of Aviation Commissioners Meeting
June 24, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Bruce Shreiner at 4:00 pm on Wednesday, June 24, 2026, at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were Andy Jones, Karen Shaw, Councilman Dwight Fish, Paul Shaffer, Ryan Sherwood & Phil Knox.

Roll Call: Roll was called. Commissioners Bruce Shreiner & Eric Ivory attended in person. Commissioner Doug Thorne attended in person and arrived at 4:36pm. Commissioner Tom Shoff was present via Microsoft Teams and was visible on screen & heard in audio. There was a quorum for this meeting.

Approval of Agenda:
Mr. Ivory 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 Amended Agenda:
Mr. Shoff made a MOTION to approve today's amended agenda to include Section 7k under New Business to include the Commemorative Air Force Air Power History Tour stop at Elkhart Municipal Airport. Mr. Ivory SECONDED. There being no further discussion, the motion to approve today's amended agenda PASSED unanimously.

Approval of Minutes:
Mr. Ivory made a MOTION to approve the minutes of the May 27, 2026 meeting. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:
Mr. Ivory made a MOTION to approve claims as submitted in the amount of $75,263.94, as printed on 06.22.26 at 9:38 AM, and consisting of 5 pages. Mr. Shoff SECONDED. There being no further discussion, the motion to approve May 27, 2026 claims PASSED unanimously.

Airport Manager's Report:
Andy advised all three of the new Airfield Maintenance Techs have attained the required Class B CDL license. It was a challenge keeping up with airfield maintenance expectations with more than half of our maintenance staff off site for the last month. Andy is happy to be back at full staff as we attempt to catch up on mowing and the many other airfield maintenance tasks. Andy advised we have submitted a draft of the FY 2027 Aviation budget to the mayor's office. City and County government tax revenue streams will be negatively affected by the state mandated property and business tax cuts. In an attempt to minimize the negative effect on our ability to provide quality services we hope to partially off-set those losses by implementing the hangar and fuel flowage fees increases you approved last month. Andy advised that Herb Ulery, a 40-year airport employee and current part-time airfield maintenance tech, has finally decided to retire. Herb wore many hats here over the years and will be missed. After discussions with the airfield maintenance tech supervisor Rick Johnson, it was mutually decided to not fill that open part-time airfield maintenance tech position created by Herb's departure. The primary reason for that decision was budgetary driven. So too, was the decision to also eliminate one seasonal position. Andy advised our capital requests for FY 2027 have increased in part because of our obligation to make necessary repairs to the city-owned passenger terminal currently leased to Indiana Flight Center. These include window replacements and the correction of exterior drainage issues, and sidewalks. Andy further advised that the city vehicle replacement plan administered by Central Garage Department Head Josh Holt, calls for the orderly trade-in and replacement of vehicles based on age,

mileage, and hours of use. One of the items to be traded in is a 2010 F250 pickup truck for a less costly Kubota with broom and winch attachments. Andy advised the Indiana Department of Environmental Management (IDEM) has completed their annual fuel farm inspections and found no major issues. Lastly, Andy advised Karen once again successfully renewed our System of Award Management (SAM) program. The SAM program is required to obtain FAA grants and must be renewed every year.

New Business:

Mr. Shreiner advised the first item under New Business is the T-Hangar 35 new lease ratification. Andy advised that Tom Eichelberger will be leasing T-Hangar 35 starting August 1, 2026. Mr. Eichelberger's aircraft is an Icon A5. Andy advised he has signed the lease per the 2026 Leaseholder Resolution which grants Andy that privilege. The intent of the Leaseholder Resolution is to, when necessary, allow a tenant to immediately occupy a hangar rather than waiting, in some cases over 30 days, for BOAC approval. Mr. Shoff made a MOTION to ratify Andy's signature on the new T-Hangar 35 lease and for the board president to sign the document. Mr. Ivory SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the T-Hangar 77 new lease ratification. Andy advised that John Noldin will be leasing T-Hangar 77 starting May 27, 2026. Mr. Noldin's aircraft is a Piper Malibu. Andy advised he has signed the lease per the 2026 Leaseholder Resolution which grants Andy that privilege. The intent of the Leaseholder Resolution is to, when necessary, allow a tenant to immediately occupy a hangar rather than waiting, in some cases over 30 days, for BOAC approval. Mr. Ivory made a MOTION to ratify Andy's signature on the new T-Hangar 77 lease and for the board president to sign the document. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-40 FAA & State reimbursements to EKM in the total amount of $96,300.00, with $91,300.00 coming from the FAA & $5,072.17 coming from the State, with a local share payment of $5,071.35. Paul Shaffer with Butler, Fairman & Seufert (BF&S) advised these are FAA & State reimbursements to EKM for the 10-unit T-Hangar project, with a local share payment from the city of $5,071.35. Mr. Shaffer requests approval of these reimbursements and local share payment and to authorize the board president to sign the corresponding documents. Mr. Ivory made a MOTION to approve the reimbursements and local share payment and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-40, BF&S invoice in the amount of $3,200.00. Mr. Shaffer advised this is for professional services fees for the 10-unit T-Hangar project. Mr. Shaffer requests the board approve submitting this invoice for payment and requests the board president sign the corresponding documents. Mr. Ivory made a MOTION to approve this pay request in the amount of $3,200.00 and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-40, BF&S invoice in the amount of $13,000.00. Mr. Shaffer advised this is for professional services fees for the 10-unit T-Hangar project. Mr. Shaffer requests the board approve submitting this invoice for payment and requests the board president sign the corresponding documents. Mr. Ivory made a MOTION to approve this pay request in

the amount of $13,000.00 and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-41 FAA & State reimbursements to EKM in the total amount of $29,824.72, with $29,060.00 coming from the FAA & $764.72 coming from the State, with a local share payment of $764.39. Paul Shaffer with Butler, Fairman & Seufert (BF&S) advised these are FAA & State reimbursements to EKM for the 10-unit T-Hangar project, with a local share payment from the city of $764.39. Mr. Shaffer requests approval of these reimbursements and local share payment and to authorize the board president to sign the corresponding documents. Mr. Ivory made a MOTION to approve the reimbursements and local share payment and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-42, BF&S invoice in the amount of $22,396.50. Mr. Shaffer advised this is for professional services fees for the Runway 18/36 construction project. Mr. Shaffer requests the board approve submitting this invoice for payment and requests the board president sign the corresponding documents pending appropriation approval from the City Common Council. Mr. Ivory made a MOTION to approve this pay request in the amount of $22,396.50 and for the board president to sign the corresponding documents pending appropriation approval from the City Common Council. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-42 FAA & State reimbursements to EKM in the total amount of $546,325.35, with $532,317.00 coming from the FAA & $14,008.35 coming from the State, with a local share payment of $14,088.65. Paul Shaffer with Butler, Fairman & Seufert (BF&S) advised these are FAA & State reimbursements to EKM for the Runway 18/36 construction project, with a local share payment from the city of $14,088.65. Mr. Shaffer requests approval of these reimbursements and local share payment and to authorize the board president to sign the corresponding documents pending appropriation approval from the City Common Council. A question was asked if Andy attends the council meetings in case there are questions. Andy confirmed that he will attend as he normally does, in person. Mr. Ivory made a MOTION to approve the reimbursements and local share payment and for the board president to sign the corresponding documents pending appropriation approval from the City Common Council. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-42, Milestone Contractors invoice in the amount of $537,937.50. Mr. Shaffer advised this is for construction fees for the Runway 18/36 construction project. Mr. Shaffer requests the board approve submitting this invoice for payment and requests the board president sign the corresponding documents pending appropriation approval from the City Common Council. Mr. Ivory made a MOTION to approve this pay request in the amount of $537,937.50 and for the board president to sign the corresponding documents pending appropriation approval from the City Common Council. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the AIP-43 FAA & State reimbursements to EKM in the total amount of $298,348.97, with $290,699.00 coming from the FAA & $7,649.97 coming from the State, with a local share payment of $7,649.98. Paul Shaffer with Butler, Fairman & Seufert

(BF&S) advised these are FAA & State reimbursements to EKM for the 10-unit T-Hangar project, with a local share payment from the city of $7,649.98. Mr. Shaffer requests approval of these reimbursements and local share payment and to authorize the board president to sign the corresponding documents. Mr. Ivory made a MOTION to approve the reimbursements and local share payment and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the last item under New Business is the IFC/Commemorative Air Force (CAF) Air Power History tour visit & waiver of fuel flowage fees. Andy advised this event will be hosted by Indiana Flight Center (IFC) and will take place July 20-27, 2026 on the north side of the airport. Andy further requests the board waive fuel flowage fees for aircraft used during the event. Mr. Thorne requests a financial report from Andy after the event. Mr. Ivory made a MOTION to approve the IFC//CAF tour and waiver of fuel flowage fees and for the board president to sign the agreement. Mr. Thorne SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:
Mr. Shreiner opened comments. Phil Knox with the EAA, chapter 132 advised they lease a city owned building at the base of the control tower, commonly known as the EAA Club House. The roof and other portions of the building are in need of repair or replacement. In particular Mr. Knox asked if there is a possibility for financial assistance from the airport to replace the leaking roof. Andy advised this is a city-owned building that is leased to EAA, and that the building not only has historical value, as it was the first passenger terminal at Elkhart Airport, it is also used for student educational events, weekly meetings, and the monthly fly-in drive-in breakfast service. Andy further advised he will research the EAA's grant qualifications as a 501(C)3 not-for-profit organization. It was suggested that EAA get three quotes and try to make the building as weather tight as possible until a solution is recommended. Mr. Knox thanked the board for their consideration.

Adjournment:
Mr. Ivory made a MOTION to adjourn. Mr. Thorne SECONDED. There being no further discussion, the meeting was ADJOURNED at 5PM.

Next regular BOAC meeting is scheduled for Wednesday, July 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

07.29.26
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.

July 24th ,2026

KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **$202,015.70** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 29TH DAY OF JULY 2026 BY:**

PRESIDENT — DOUG THORNE

VICE PRESIDENT — Absent
BRUCE SHREINER

SECRETARY — ERIC IVORY

TREASURER — Attended via Teams -approved (KS)
TOM SHOFF

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

City of Elkhart

# Expense Approval Report
By Fund

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 2206 - AVIATION** | | | | | |
| **ExpObject: 4220150 - Operating Supplies** | | | | | |
| BLUEGLOBES, LLC | EKM-66593 | 07/29/2026 | Taxiway lights | 2206-5-201-4220150 | 265.67 |
| Menard, INC | 03786 | 07/29/2026 | Op & household supplies | 2206-5-201-4220150 | 37.88 |
| Amazon Capital Services Inc | 1C3G-3NP4-GFVF | 07/29/2026 | Artograph Smart HD Digital Ar | 2206-5-201-4220150 | 497.99 |
| Amazon Capital Services Inc | 1JDF-7XX7-V9M9 | 07/29/2026 | OP & small tools | 2206-5-201-4220150 | 52.99 |
| | | | **ExpObject 4220150 - Operating Supplies Total:** | | 854.53 |
| **ExpObject: 4220210 - Gasoline** | | | | | |
| Yoder Oil Company Inc | CP-192900 | 07/29/2026 | Fuel for maint travel for CDL t | 2206-5-201-4220210 | 96.58 |
| | | | **ExpObject 4220210 - Gasoline Total:** | | 96.58 |
| **ExpObject: 4220250 - Garage & Motor Supplies** | | | | | |
| Menard, INC | 3303 | 07/29/2026 | Supplies for other garage/mot | 2206-5-201-4220250 | 81.78 |
| Menard, INC | 3540 | 07/29/2026 | Other garage/motor supplies | 2206-5-201-4220250 | 10.58 |
| Menard, INC | 3572AV | 07/29/2026 | Other garage/motor supplies | 2206-5-201-4220250 | 59.97 |
| Menard, INC | 4529-01 | 07/29/2026 | Supplies for other garage/mot | 2206-5-201-4220250 | 4.58 |
| Menard, INC | 4605 | 07/29/2026 | Supplies for other garage/mot | 2206-5-201-4220250 | 39.99 |
| | | | **ExpObject 4220250 - Garage & Motor Supplies Total:** | | 196.90 |
| **ExpObject: 4220310 - Household, Laundry, & Cleaning** | | | | | |
| Menard, INC | 03781 | 07/29/2026 | Janitorial supplies | 2206-5-201-4220310 | 17.99 |
| Menard, INC | 03786 | 07/29/2026 | Op & household supplies | 2206-5-201-4220310 | 82.15 |
| Menard, INC | 05433 | 07/29/2026 | Janitorial supplies | 2206-5-201-4220310 | 72.48 |
| | | | **ExpObject 4220310 - Household, Laundry, & Cleaning Total:** | | 172.62 |
| **ExpObject: 4220311 - Clothing & Outerwear** | | | | | |
| Michiana Outdoor LLC | #136853 | 07/29/2026 | Boot allowance for maint em | 2206-5-201-4220311 | 197.05 |
| Michiana Outdoor LLC | #136854 | 07/29/2026 | Carhart jacket for maint emp | 2206-5-201-4220311 | 207.88 |
| | | | **ExpObject 4220311 - Clothing & Outerwear Total:** | | 404.93 |
| **ExpObject: 4230110 - Building Materials** | | | | | |
| Menard, INC | 3285 | 07/29/2026 | Bldg materials for maint dept | 2206-5-201-4230110 | 21.92 |
| Menard, INC | 4593 | 07/29/2026 | Bldg materials | 2206-5-201-4230110 | 46.00 |
| Menard, INC | 4753 | 07/29/2026 | Bldg materials | 2206-5-201-4230110 | 33.97 |
| Menard, INC | 4908 | 07/29/2026 | Bldg materials | 2206-5-201-4230110 | 17.97 |
| Menard, INC | 4913 | 07/29/2026 | Bldg materials | 2206-5-201-4230110 | 26.99 |
| | | | **ExpObject 4230110 - Building Materials Total:** | | 146.85 |
| **ExpObject: 4230124 - Asphalt, Tar** | | | | | |
| Ozinga Ready Mix Concrete, I | ARI03749068 | 07/29/2026 | Concrete | 2206-5-201-4230124 | 688.00 |
| Ozinga Ready Mix Concrete, I | ARI03757061 | 07/29/2026 | Concrete | 2206-5-201-4230124 | 1,195.00 |
| Asphalt Restoration Services | 5941 | 07/29/2026 | Crack sealing at airport tower | 2206-5-201-4230124 | 3,330.71 |
| | | | **ExpObject 4230124 - Asphalt, Tar Total:** | | 5,213.71 |
| **ExpObject: 4230300 - Small Tools & Minor Equipment** | | | | | |
| R T F INC | 304250 | 07/29/2026 | lawn mower blades | 2206-5-201-4230300 | 228.53 |
| Menard, INC | 4669 | 07/29/2026 | Small tools/minor for maint d | 2206-5-201-4230300 | 139.94 |
| Amazon Capital Services Inc | 1JDF-7XX7-V9M9 | 07/29/2026 | OP & small tools | 2206-5-201-4230300 | 115.37 |
| Menard, INC | 04971 | 07/29/2026 | Small tools for maint dept | 2206-5-201-4230300 | 47.98 |
| Menard, INC | 5061 | 07/29/2026 | Sm tools supplies for maint de | 2206-5-201-4230300 | 145.45 |
| Tycol Supplies, Inc | 39184 | 07/29/2026 | Lawnmower blades | 2206-5-201-4230300 | 131.82 |
| | | | **ExpObject 4230300 - Small Tools & Minor Equipment Total:** | | 809.09 |
| **ExpObject: 4360100 - Repairs & Maintenance** | | | | | |
| 4T Door Systems Inc | 18919 | 07/29/2026 | Service repair of chain for doo | 2206-5-201-4360100 | 383.25 |
| Paul Anthony Macumber | 1212 | 07/29/2026 | Fence repair | 2206-5-201-4360100 | 1,800.00 |
| | | | **ExpObject 4360100 - Repairs & Maintenance Total:** | | 2,183.25 |

Expense Approval Report

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **ExpObject: 4360400 - Maintenance Contracts** | | | | | |
| Cintas Corp. | 4273392333 | 07/29/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| Cintas Corp. | 4273994802 | 07/29/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 36.73 |
| Hawkins Water Tech, Inc. | 1076317 | 07/29/2026 | Cooler Rent contract for main | 2206-5-201-4360400 | 12.50 |
| Cintas Corp #2 - First Aid & Sa | 9379349224 | 07/29/2026 | EYEWASH SERVICE AGREEME | 2206-5-201-4360400 | 99.18 |
| SHOFF SECURITY SERVICES , I | 162761 | 07/29/2026 | Monthly alarm monit, tower J | 2206-5-201-4360400 | 208.50 |
| Ricoh USA, Inc | 5073463277 | 07/29/2026 | Copies June 2026 | 2206-5-201-4360400 | 7.47 |
| Cintas Corp. | 4274980202 | 07/29/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 42.16 |
| Cintas Corp #2 - First Aid & Sa | 5345920810 | 07/29/2026 | 1st aid kit refills contract | 2206-5-201-4360400 | 10.98 |
| Cintas Corp. | 4275625298 | 07/29/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 38.27 |
| Hawkins Water Tech, Inc. | 80930TP | 07/29/2026 | Water delivery for maint dept | 2206-5-201-4360400 | 23.70 |
| Cintas Corp. | 4276357788 | 07/29/2026 | Uniform cleaning contract | 2206-5-201-4360400 | 50.25 |
| | | | **ExpObject 4360400 - Maintenance Contracts Total:** | | **566.47** |
| **ExpObject: 4390200 - Postage** | | | | | |
| Karen Shaw | INV0017914 | 07/29/2026 | Postage reimbursement | 2206-5-201-4390200 | 43.82 |
| | | | **ExpObject 4390200 - Postage Total:** | | **43.82** |
| **ExpObject: 4390300 - Subscriptions** | | | | | |
| American Association of Airpo | 1188502 | 07/29/2026 | Annual subscription | 2206-5-201-4390300 | 325.00 |
| | | | **ExpObject 4390300 - Subscriptions Total:** | | **325.00** |
| **ExpObject: 4390900 - Other Services & Charges** | | | | | |
| CS Innovations, LLC | I5107 | 07/29/2026 | Port toilet service at kayak lau | 2206-5-201-4390900 | 165.00 |
| Steve's Aircraft Maintenance | 2502 | 07/29/2026 | Tower radio trouble shooting | 2206-5-201-4390900 | 715.00 |
| CS Innovations, LLC | I5400 | 07/29/2026 | Port toilet svc at kayak launch | 2206-5-201-4390900 | 165.00 |
| | | | **ExpObject 4390900 - Other Services & Charges Total:** | | **1,045.00** |
| **ExpObject: 4430000 - Buildings** | | | | | |
| Asphalt Restoration Services | 5940 | 07/29/2026 | Airfield crack sealing project | 2206-5-201-4430000 | 76,480.00 |
| Asphalt Restoration Services | 5942 | 07/29/2026 | Crack sealing of ramp at 50 se | 2206-5-201-4430000 | 2,000.00 |
| | | | **ExpObject 4430000 - Buildings Total:** | | **78,480.00** |
| **ExpObject: 4430500 - Buildings** | | | | | |
| 4T Door Systems Inc | 2634-1J | 07/29/2026 | S.side maint overhead doors r | 2206-5-201-4430500 | 97,995.00 |
| | | | **ExpObject 4430500 - Buildings Total:** | | **97,995.00** |
| | | | **Fund 2206 - AVIATION Total:** | | **188,533.75** |
| **Fund: 4500 - AVIATION FEDERAL** | | | | | |
| **ExpObject: 4390900 - Other Services & Charges** | | | | | |
| BUTLER, FAIRMAN AND SEUF | 112984 | 07/29/2026 | AIP-44 professional services f | 4500-5-210-4390900 | 1,350.00 |
| | | | **ExpObject 4390900 - Other Services & Charges Total:** | | **1,350.00** |
| | | | **Fund 4500 - AVIATION FEDERAL Total:** | | **1,350.00** |
| **Fund: 7739 - LIABILITY INSURANCE TRUST** | | | | | |
| **ExpObject: 4340500 - Nonfunded Deductible Expense** | | | | | |
| Paul Anthony Macumber | 1204 | 07/29/2026 | Aviation - gate damage | 7739-5-000-4340500 | 8,390.92 |
| | | | **ExpObject 4340500 - Nonfunded Deductible Expense Total:** | | **8,390.92** |
| | | | **Fund 7739 - LIABILITY INSURANCE TRUST Total:** | | **8,390.92** |
| | | | **Grand Total:** | | **198,274.67** |

# Report Summary

## Fund Summary

| Fund | Expense Amount |
|---|---|
| 2206 - AVIATION | 188,533.75 |
| 4500 - AVIATION FEDERAL | 1,350.00 |
| 7739 - LIABILITY INSURANCE TRUST | 8,390.92 |
| Grand Total: | 198,274.67 |

## Account Summary

| Account Number | Account Name | Expense Amount |
|---|---|---|
| 2206-5-201-4220150 | Operating Supplies | 854.53 |
| 2206-5-201-4220210 | Gasoline | 96.58 |
| 2206-5-201-4220250 | Other Garage & Motor S | 196.90 |
| 2206-5-201-4220310 | Household, Laundry, & C | 172.62 |
| 2206-5-201-4220311 | Clothing & Outerwear | 404.93 |
| 2206-5-201-4230110 | Building Materials | 146.85 |
| 2206-5-201-4230124 | Asphalt, Tar | 5,213.71 |
| 2206-5-201-4230300 | Small Tools & Minor Equ | 809.09 |
| 2206-5-201-4360100 | Repairs & Maint - Bldg | 2,183.25 |
| 2206-5-201-4360400 | Maintenance Contract | 566.47 |
| 2206-5-201-4390200 | Postage | 43.82 |
| 2206-5-201-4390300 | Subscriptions | 325.00 |
| 2206-5-201-4390900 | Other Services & Charge | 1,045.00 |
| 2206-5-201-4430000 | Infrastructure | 78,480.00 |
| 2206-5-201-4430500 | Buildings | 97,995.00 |
| 4500-5-210-4390900 | Other Services & Charge | 1,350.00 |
| 7739-5-000-4340500 | Nonfunded Deductible E | 8,390.92 |
| | Grand Total: | 198,274.67 |

## Project Account Summary

| Project Account Key | Expense Amount |
|---|---|
| **None** | 198,274.67 |
| Grand Total: | 198,274.67 |

City of Elkhart

# Expense Approval Report
By Fund

Payment Dates 6/22/2026 - 7/23/2026

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|---|---|---|---|---|
| **Fund: 2206 - AVIATION** | | | | | |
| **ExpObject: 4320400 - Telephone & Communication** | | | | | |
| AT&T Mobility II LLC | 287360643281X06192026 | 06/26/2026 | 229 S 2nd St Aviation dept cel | 2206-5-201-4320400 | 26.08 |
| Comcast Cable | INV0017708 | 07/17/2026 | 8771402050907961 1211 C | 2206-5-201-4320400 | 212.36 |
| | | | **ExpObject 4320400 - Telephone & Communication Total:** | | 238.44 |
| **ExpObject: 4350100 - Electricity** | | | | | |
| Indiana Michigan Power Com | INV0017248 | 06/26/2026 | 04240948119 1211 County | 2206-5-201-4350100 | 2,975.61 |
| | | | **ExpObject 4350100 - Electricity Total:** | | 2,975.61 |
| **ExpObject: 4350200 - Natural Gas** | | | | | |
| Northern Indiana Public Servi | INV0017465 | 07/06/2026 | 7375580016 1321 County R | 2206-5-201-4350200 | 88.07 |
| Northern Indiana Public Servi | INV0017709 | 07/17/2026 | 7375580016 1321 County R | 2206-5-201-4350200 | 67.00 |
| Northern Indiana Public Servi | INV0017710 | 07/17/2026 | 6440000093 1211 CR 6W | 2206-5-201-4350200 | 207.33 |
| | | | **ExpObject 4350200 - Natural Gas Total:** | | 362.40 |
| **ExpObject: 4350400 - Water & Sewer** | | | | | |
| ELKHART PUBLIC UTILITIES | INV0017705 | 07/17/2026 | 1203335800 1205 W County | 2206-5-201-4350400 | 14.35 |
| ELKHART PUBLIC UTILITIES | INV0017706 | 07/17/2026 | 1203335600 1139 W County | 2206-5-201-4350400 | 74.44 |
| ELKHART PUBLIC UTILITIES | INV0017707 | 07/17/2026 | 1203336003 1211 W County | 2206-5-201-4350400 | 75.79 |
| | | | **ExpObject 4350400 - Water & Sewer Total:** | | 164.58 |
| | | | **Fund 2206 - AVIATION Total:** | | 3,741.03 |
| | | | **Grand Total:** | | 3,741.03 |

July
E Fax - 4.82

# Report Summary

## Fund Summary

| Fund | Payment Amount |
|---|---|
| 2206 - AVIATION | 3,741.03 |
| **Grand Total:** | **3,741.03** |

## Account Summary

| Account Number | Account Name | Payment Amount |
|---|---|---|
| 2206-5-201-4320400 | Telephone & Communic | 238.44 |
| 2206-5-201-4350100 | Electricity | 2,975.61 |
| 2206-5-201-4350200 | Natural Gas | 362.40 |
| 2206-5-201-4350400 | Water & Sewer | 164.58 |
| | **Grand Total:** | **3,741.03** |

## Project Account Summary

| Project Account Key | Payment Amount |
|---|---|
| **None** | 3,741.03 |
| **Grand Total:** | **3,741.03** |

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

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **T-Hangars 1-69 rent increase ratifications**

The BOAC approved a $25/month rent increase for all T-Hangars at the May 27, 2026 board meeting. All leases have been updated to reflect the new rent amounts and the Airport Director has signed them, and requests the board ratify his signature on all T-Hangar leases per the 2026 Leaseholder Resolution. This resolution grants the Airport Director the privilege of signing leases, which allows a tenant to occupy a hangar immediately rather than wait up to 30 days for the next board meeting. The Airport Director then asks the board to ratify his signature at the upcoming board meeting.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please ratify the Airport Director's signatures on T-Hangars 1-69, which reflects the rate increases the board approved on May 27, 2026.**

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Sheff via Teams (RS)

Approved as to form and legality

KD

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

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Building rent increase agreements**

The BOAC approved a $25/month rent increase for tenants that rent office space at the Elkhart Municipal Airport administration building at the May 27, 2026 board meeting. All agreements have been updated by the City Legal Department to reflect the new rent amounts. The Airport Directors requests the BOAC approve the new agreements reflecting the rent increase and ask the board to approve the board president's signature on said agreements.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please approve the office space rental agreements, which reflects the rate increases the board approved on May 27, 2026. Please also authorize the board president to sign the agreements.**

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Sheff Via Teams (KS)

Approved as to form and legality

KD

# ELKHART AIRPORT ADMINISTRATIVE BUILDING
# LEASE AGREEMENT

THIS ELKHART AIRPORT ADMINISTRATIVE BUILDING LEASE AGREEMENT ("Lease") is made this 27th day of May 2026, between the City of Elkhart, an Indiana municipal corporation acting by and through its Board of Aviation Commissioners ("BOAC"), and ROY MARCHANT (MARCHANT).

RECITALS

BOAC owns and operates the Elkhart Municipal Airport (the "Airport"), located in Elkhart, Indiana; and BOAC has certain property available for lease; and MARCHANT desires to lease said property in compliance with BOAC's specifications.

COVENANTS

NOW, THEREFORE, in consideration of the rents, agreements and covenants set forth in this Lease, the parties agree as follows:

## ARTICLE I

PREMISES

A. LEASED PREMISES. The premises leased hereunder are parking spaces and portions of the Airport terminal building ("Leased Premises").

## ARTICLE II

TERM OF LEASE AGREEMENT

A. TERM. The term of this Lease shall be effective August 1, 2026 and be on a month-to-month basis. The rent for occupancy for a portion of a month shall be prorated.

B. HOLDING OVER. In the event MARCHANT shall continue to occupy the Leased Premises beyond the term or renewal of this Lease, after BOAC gives written notice to vacate,

such holding over shall not constitute a renewal of this Lease but shall be on a month-to-month tenancy only.

## ARTICLE III

## RENTAL AND FEES

A. LEASED PREMISES. For the Leased Premises, MARCHANT shall pay to BOAC a fixed annual rent equal to One Thousand Five Hundred Dollars ($1,500.00), which shall be payable in twelve (12) equal, monthly installments of One Hundred Dollars ($125.00).

B. TIME AND PLACE OF PAYMENT. Rentals shall be paid monthly in advance of the first (1st) day of each lease month, with the first payment due prior to the date of commencement of the Lease specified in Article IIA above. All payments are to be made at the office of the Elkhart City Controller or such other place BOAC may direct MARCHANT in writing.

C. DELINQUENT RENTALS. There shall be added to all sums due BOAC and unpaid, an interest charge of one and one-half (1-1/2%) percent of the principal sum for each full calendar month of delinquency, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue but such interest, when assessed thereafter, shall be computed from the due date.

## ARTICLE IV

## PRIVILEGES

A. USES. MARCHANT agrees to use the Leased Premises for the following types of activities:

1. General business office activities;
2. Aviation related activities.

B. PROHIBITED USES. MARCHANT shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth above. MARCHANT shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance nor, without limiting the generality of the foregoing, shall MARCHANT use or permit the use of the Leased Premises for any improper, immoral or unlawful purposes.

C. INGRESS AND EGRESS. Upon paying the rent and performing the covenants of this Lease, MARCHANT shall have the right of ingress to and egress from the Leased Premises for MARCHANT, its officers, employees, agents, servants, vendors, suppliers, patrons, and invitees (collectively, "MARCHANT Invitees") over the roadway provided by BOAC serving the Leased Premises. MARCHANT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such restrictions as BOAC deems necessary. All access shall be subject to the applicable security requirements of BOAC, the Transportation Security Administration, the Federal Aviation Administration and other applicable governmental agencies.

## ARTICLE V

## OBLIGATIONS OF THE PARTIES

A. TAXES AND INSURANCE. It shall be the sole responsibility of BOAC to pay all real estate taxes and to maintain property insurance for the Leased Premises.

B. REPAIRS AND MAINTENANCE. BOAC shall maintain the Leased Premises in good condition and shall make all necessary repairs; except that MARCHANT shall at its own cost repair in a timely manner all damage to the Leased Premises caused by a MARCHANT Invitee during the term of this Lease. BOAC shall, at its expense, maintain the Leased Premises in a condition reasonably fit for its intended business use ("Useable Condition") including, without limitation, maintaining in reasonably good condition the foundation, roof and other structural elements; telephone, electric, plumbing and other utility lines, pipes, conduits, equipment and building systems that serve the Leased Premises; ingress to and egress from the Leased Premises;

and all other items essential to keeping the Leased Premises reasonably fit for its intended use. MARCHANT shall be responsible for the routine upkeep of the Leased Premises. MARCHANT agrees that upon the expiration of the term of this Lease or sooner termination thereof, the Leased Premises shall be delivered to BOAC in good condition, reasonable wear and tear excepted. BOAC reserves the right to make periodic inspections of the Leased Premises during normal business hours to read the water meter and for all other legitimate business purposes.

C. ADDITIONAL ALTERATIONS AND IMPROVEMENTS. MARCHANT shall not erect any structures, make any improvements or modifications, or undertake any other construction desired by MARCHANT on the Leased Premises, nor alter, modify or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures (other than trade fixtures removable without permanent injury to the Leased Premises) desired by MARCHANT without prior written approval of BOAC. Development and construction will only be permitted in accordance with the guidelines presented in the Airport Master Plan, BOAC Development Standards, Airport Rules and Regulations and any security requirements in effect from time to time. Prior to commencement of any improvements or modifications to the Leased Premises, MARCHANT shall submit a written application, which shall be supported by a comprehensive plans package to the Airport Manager. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design, and shall contain the following:

1. A graphic presentation of the improvements showing exact locations, access and egress to and from the Leased Premises, facilities included and interior layouts and plans.

2. An illustration of the decor of the Leased Premises including construction, furnishings and equipment.

3. Request for approval of above.

4. A schedule for completion of each phase of the improvements.

Upon approval, and issuance of a building permit, MARCHANT shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

In the event of default of MARCHANT during the design or construction period of any construction or design contract for improvements, BOAC shall have the option, which shall be set forth in all contracts between MARCHANT and independent contractors and suppliers, to replace MARCHANT with itself and to continue the contracts of MARCHANT with the independent contractors and suppliers for work or materials for improvements or to require MARCHANT to restore the Leased Premises to the previous condition, such restoration to be performed in a timely manner.

Where such alterations or construction have been made, MARCHANT shall, within thirty (30) days following completion of the alterations or construction, present to BOAC a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

In the event MARCHANT makes alterations or constructs additional improvements on the Leased Premises, MARCHANT may enjoy the use of such improvements during the term of this Agreement.

Upon the termination of this Agreement, any improvements shall become the sole property of BOAC.

E. UTILITIES. BOAC shall be responsible to provide and pay for adequate water and sanitary service to the Leased Premises.

F. SNOW REMOVAL/ LAWN CARE. BOAC shall be responsible for snow removal operations on the Leased Premises. BOAC shall also be responsible for all lawn care at the Leased Premises.

G. TRASH, GARBAGE, ETC. MARCHANT shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. MARCHANT shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. MARCHANT shall provide and use suitable covered metal receptacles located in an area designated by BOAC for all such

garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

H. SIGNS. No sign shall be erected or maintained by MARCHANT except in compliance with the BOAC's requirements for location and use of signs on Airport property. Prior to erection, MARCHANT must obtain written approval from BOAC, which shall not be unreasonably withheld.

I. NON-DISCRIMINATION. MARCHANT for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, (3) that Premier shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

J. CARE OF HAZARDOUS MATERIALS BY MARCHANT. MARCHANT shall handle, use, store and dispose of hazardous materials owned or used by it on the Airport property in accordance with all applicable federal, state, local and Authority statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of MARCHANT, MARCHANT shall be responsible for the clean up, containment and otherwise abatement of such contamination at MARCHANT's sole cost and expense. Further, MARCHANT shall notify BOAC and all appropriate governmental agencies of such occurrence immediately. Should

MARCHANT fail to do so, BOAC may take any reasonable and appropriate action in MARCHANT's stead. The costs of such remedial action by BOAC shall be paid by MARCHANT. In addition, MARCHANT shall indemnify and hold BOAC harmless as to any and all expenses, costs or losses if MARCHANT fails to comply with this article in any way whatsoever.

Violation of this Article shall be deemed a material breach of this Lease.

K. ENVIRONMENTAL

1. "Regulated Substance" shall mean any hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. § 9601 (14), and petroleum as defined within the meaning of the *petroleum exclusion* in CERCLA, 42 U.S.C § 9601 (14)(F).

2. "Transportation laws" shall mean any and all federal statutes and regulations governing the transportation of hazardous materials by truck, rail, water or air, including but not limited to 49 U.S.C § 5101 et seq.

3. MARCHANT shall not cause, suffer or allow a release (as defined at 42 U.S.C. § 9601 (22)) of a Regulated Substance to occur at the Leased Premises.

4. MARCHANT shall not cause, suffer or allow a Regulated Substance to enter upon or be present at the Leased Premises unless such presence is incident to the transportation of such substance in intrastate or interstate commerce and such transportation and all acts incident thereto (e.g. packaging, labeling, placarding) are in compliance with all applicable transportation laws. The prohibition in this paragraph shall not apply to hazardous substances or products containing Regulated Substances, which are used in the normal course of business as office or janitorial supplies.

5. MARCHANT shall operate the Leased Premises in full compliance with all federal, state and local applicable environmental statues, rules, regulations and ordinances and with all applicable transportation laws. MARCHANT shall not, without prior written consent of BOAC, install any underground storage tank at, introduce fill material to, or make any improvements to the Leased Premises.

6. In the event of a release of a Regulated Substance at the Leased Premises by MARCHANT, a MARCHANT Invitee or other persons for whom MARCHANT is responsible, MARCHANT shall promptly institute and diligently complete all necessary and appropriate actions whether on or off the Leased Premises, to abate and fully remediate such release. MARCHANT shall be solely responsible for any notification requirements under federal, state or local law. MARCHANT's remedial actions shall be those necessary to return the Leased Premises to its condition, as nearly as possible, which existed prior to the release. Should MARCHANT fail to perform its responsibilities under this paragraph, BOAC may do so in MARCHANT's stead, the costs of which shall be paid by MARCHANT.

7. MARCHANT agrees to indemnify, defend and hold harmless BOAC, its directors, officers, employees, agents and each of their successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the release of a Regulated Substance at the Leased Premises by MARCHANT, a MARCHANT Invitee or other persons for whom MARCHANT is responsible, during the Term, or the handling of any Regulated Substance by MARCHANT, a MARCHANT Invitee or other persons for whom MARCHANT is responsible, incident to its transportation in commerce.

8. BOAC represents that, to the best of its knowledge: there are no Regulated Substances at, in, on, or under the Leased Premises in a condition or concentration which would represent a threat to groundwater or otherwise require remediation under any federal, state or local statue, rule, regulation or ordinance and the Leased Premises are in compliance with all applicable environmental laws.

9. BOAC agrees to indemnify, hold harmless and defend MARCHANT, its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the presence of any Regulated Substance existing as of the date of first occupancy by MARCHANT.

L. NO-LIEN ARTICLE. MARCHANT shall keep the Leased Premises free from all liens, including, but not limited to, mechanic's liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises, to the extent to be paid for by MARCHANT under this Lease. Any construction work on the Leased Premises authorized by MARCHANT shall be performed pursuant to a "no-lien" contract and MARCHANT shall make certain that the Indiana Statutes relating to the "no-lien" contracts are complied with in every particular.

If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Leased Premises or any part thereof, which lien is the result of MARCHANT's actions, MARCHANT shall cause the same to be discharged either of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If MARCHANT fails to cause such lien to be discharged by payment or through appropriate bond within thirty (30) days, then such failure shall be deemed a default in the performance of this Agreement.

M . DAMAGE OR DESTRUCTION OF PREMISES. In the event the Leased Premises are damaged or destroyed by fire or other casualty, BOAC shall have the right, at its election, but not the obligation, to repair the Leased Premises to substantially the same condition it was in prior to such damage or destruction, or to terminate this Lease. All insurance proceeds relating to damaged improvements owned by BOAC shall accrue to BOAC. MARCHANT shall have the right to terminate the Lease if such repairs are not substantially complete and the Leased Premises are not in a reasonably fit condition for its intended business use within fifteen (15) days of the occurrence of the damage.

In the event of damage or destruction to any of the improvements upon the Leased Premises, BOAC shall have no obligation to repair, rebuild or replace the improvements or any fixtures, equipment or other personal property installed by MARCHANT pursuant to this Agreement, unless such damage or destruction was caused by the negligence, gross negligence or willful misconduct of BOAC.

N. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. MARCHANT shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of MARCHANT's business and in addition, those rules,

ordinances, and regulations of BOAC not inconsistent with the provisions of this Lease. Any penalties and costs levied as a result of MARCHANT's breach of any of the above shall be borne by MARCHANT.

O. HAZARD LIGHTS. MARCHANT shall provide and maintain hazard lights on any structure erected by MARCHANT on the Leased Premises if required by BOAC. Any hazard lights so required shall comply with specifications and standards established for such installations by the Federal Aviation Administration.

P. HEIGHT RESTRICTIONS. MARCHANT agrees that they shall at no time construct, erect, or suffer, any structure on the Leased Premises to penetrate the Horizontal Surface defined in FAR Part 77.

Q. NAVAIDS MARCHANT agrees that its operation shall in no way conflict with the operation of navigational aids located on the Leased Premises. This covenant is based upon BOAC's representation to MARCHANT that the use on the Lease Premises of MARCHANT's standard business equipment, such as cell phones, and wireless internet equipment will not create such a conflict.

## ARTICLE VI

## OBLIGATIONS OF BOAC

A. OPERATION AS A PUBLIC AIRPORT. BOAC covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by BOAC to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. BOAC shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to MARCHANT. BOAC shall not,

during the course of any such inspection, unreasonably interfere with MARCHANT's use and enjoyment of the Leased Premises.

## ARTICLE VII

## TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. TERMINATION. This Lease shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY MARCHANT. MARCHANT may terminate this Lease after the happening of one or more of the following events:

1. The permanent abandonment of the Airport;

2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict MARCHANT for a period of at least ninety (90) days from operating thereon;

3. The default by BOAC in the performance of any covenant or agreement herein required to be performed by BOAC, other than a default referred to below in Article VII.B.4, and the failure of BOAC to remedy such default for a period of sixty (60) days after receipt from MARCHANT of written notice to remedy the same.

4. The default by BOAC in the performance of its obligation to maintain the Leased Premises in Useable Condition and the failure of BOAC to remedy such default for a period of fifteen (15) days after receipt from MARCHANT of written notice to remedy the same.

C. EXERCISING MARCHANT'S RIGHTS OF TERMINATION. MARCHANT may exercise such right of termination by written notice to BOAC at any time after the occurrence of any of the foregoing events and the Lease shall terminate as of the date notice is received by BOAC.

D. TERMINATION BY BOAC. BOAC may terminate this Lease in the event MARCHANT shall:

1. Be in arrears in the payment of the whole or any part of the rent other payments required for a period of fifteen (15) days after the time such payments become due and such default continues for a period of ten (10) days after receipt of written notice from BOAC of said default;

2. Make a general assignment for the benefit of creditors;

3. File a voluntary or involuntary petition in bankruptcy; have a receiver appointed;

4. Abandon the Leased Premises as specified in Article IV. The term "abandon" means either written notice by MARCHANT of its intention to permanently terminate all activity on the Leased Premises or MARCHANT's failure to perform normal maintenance activities on the Leased Premises;

5. Materially default in the performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and performed by MARCHANT, and such default continues for a period of thirty (30) days after receipt of written notice from BOAC of said default; or

6. Violate BOAC rules and regulations.

BOAC shall have the further right to terminate this Lease without liability because of airport improvements or development work on any part or the whole of the Leased Premises. Written notice of termination will be provided by BOAC to MARCHANT at least 180 days prior to termination. In the event of such termination, BOAC will make reasonable efforts to provide comparable ground on which MARCHANT may, at MARCHANT's option, relocate the improvements as described in Exhibit "B", attached here and incorporated by reference. MARCHANT will bear all costs associated with the relocation.

E. EXERCISING BOAC'S RIGHT OF TERMINATION. BOAC may exercise such rights of termination by written notice to MARCHANT and this Lease shall terminate as of that date. BOAC or MARCHANT shall have the right to collect such damages as may be permitted by law arising out of such termination. Failure of BOAC to declare this Lease terminated upon the default of MARCHANT for any of the reasons set out above shall not operate to waive the right of BOAC to terminate this Lease by reason of any subsequent violation of the terms.

F. WAIVER OF STATUTORY NOTICE TO QUIT. In the event BOAC exercises its option to terminate this Lease upon the happening of any of the events set forth in Section D of this Article ("Termination by BOAC"), a notice of termination shall be sufficient to terminate this Lease; and, upon such termination, MARCHANT agrees that it will forthwith surrender up possession of the Leased Premises to BOAC.

G. SUBLETTING AND ASSIGNMENT. MARCHANT shall not be entitled to rent or sublease a portion of the Leased Premises to any person, firm, or entity.

## ARTICLE VIII

## RIGHTS UPON TERMINATION

A. BUILDING. At the termination of this Lease, the buildings and permanent improvements situated upon the Leased Premises shall become the property of BOAC.

B REMOVAL OF PERSONAL PROPERTY. At the termination of this Lease including any extension, after payment of all rents and charges, MARCHANT shall have the right, within thirty (30) days thereafter, to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by MARCHANT, or its predecessor, but shall repair at its own expense all damage caused by such removal. On termination of this Lease, from whatever cause, BOAC shall have the right, upon thirty (30) days' notice, to require MARCHANT at MARCHANT's own expense to remove any personal property, such as furniture, machinery, equipment and signs installed by MARCHANT on the Leased Premises and MARCHANT shall repair at MARCHANT's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by MARCHANT within such time shall become the property of BOAC.

C. LANDLORD LIEN If MARCHANT has not fully paid all the rents and charges pursuant to this Lease, then BOAC shall be entitled to a landlord lien upon all personal property of MARCHANT as defined above for the purpose of securing the payment of all rents and

charges. BOAC shall have the right to liquidation of such personal property to satisfy any obligations of MARCHANT and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to MARCHANT.

## ARTICLE IX

## GENERAL PROVISIONS

A. BOAC'S RESERVED RIGHTS.

1. BOAC at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent MARCHANT from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of BOAC would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Lease shall be subordinate to the provisions of any existing or future agreement between BOAC and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to BOAC for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. MARCHANT, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, BOAC reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of MARCHANT.

BOAC shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of MARCHANT in this regard.

C. ATTORNEYS' FEES. If any action is necessary to enforce the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

D. TAXES, LICENSES AND PERMITS. MARCHANT shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to MARCHANT located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Lease, such taxes shall be paid by BOAC. MARCHANT shall obtain and pay for all licenses, permits, fees, or other authorization or charges that MARCHANT needs as they pertain to MARCHANT only as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

G. NOTICE. Whenever any notice is required by this Lease to be made, given or transmitted to the parties, such notice served by Certified or Registered Mail with return receipt, addressed to:

Elkhart Municipal Airport Board of Aviation Commissioners
Attn: Airport Manager
Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

with a copy to:

City of Elkhart, Indiana
Legal Department
229 S. Second St.
Elkhart, IN 46516

and notices, consents and approvals to MARCHANT addressed to:

Roy Marchant
28265 Pennsylvania Ave.
Elkhart, Indiana 46516

or to such other addresses as the parties may designate to each other in writing.

H. INDIANA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. The determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this Agreement, whether directly or indirectly, shall be determined in accordance with the laws of the State of Indiana. Proper venue shall be within the state courts in Elkhart County, State of Indiana. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

## ARTICLE X

## DEFAULT UNDER LEASE AGREEMENTS

MARCHANT may have in existence with BOAC certain other Agreements. Any material breach by MARCHANT of such other Agreements shall constitute a material breach of this Lease.

The parties now sign this Agreement this 27th day of May 2026.

Roy Marchant

By: Roy Marchant

Printed: Roy Marchant

Attest:

ELKHART CITY BOARD OF AVIATION COMMISSIONERS

By:

Douglas Thorne
President

Attest:

# ELKHART AIRPORT ADMINISTRATIVE BUILDING
# LEASE AGREEMENT

THIS ELKHART AIRPORT ADMINISTRATIVE BUILDING LEASE AGREEMENT ("Lease") is made this 26th day of May 2026, between the City of Elkhart, an Indiana municipal corporation acting by and through its Board of Aviation Commissioners ("BOAC"), and BRIAN HALL (HALL).

RECITALS

BOAC owns and operates the Elkhart Municipal Airport (the "Airport"), located in Elkhart, Indiana; and BOAC has certain property available for lease; and HALL desires to lease said property in compliance with BOAC's specifications.

COVENANTS

NOW, THEREFORE, in consideration of the rents, agreements and covenants set forth in this Lease, the parties agree as follows:

## ARTICLE I

PREMISES

A. LEASED PREMISES. The premises leased hereunder are parking spaces and portions of the Airport terminal building ("Leased Premises").

## ARTICLE II

TERM OF LEASE AGREEMENT

A. TERM. The term of this Lease shall become effective on August 1, 2026 and be on a month-to-month basis. The rent for occupancy for a portion of a month shall be prorated.

B. HOLDING OVER. In the event HALL shall continue to occupy the Leased Premises beyond the term or renewal of this Lease, after BOAC gives written notice to vacate, such

holding over shall not constitute a renewal of this Lease but shall be on a month-to-month tenancy only.

## ARTICLE III

## RENTAL AND FEES

A. LEASED PREMISES. For the Leased Premises, HALL shall pay to BOAC a fixed annual rent equal to One Thousand Five Hundred Dollars ($1,500.00), which shall be payable in twelve (12) equal, monthly installments of One Hundred Dollars ($125.00).

B. TIME AND PLACE OF PAYMENT. Rentals shall be paid monthly in advance of the first (1st) day of each lease month, with the first payment due prior to the date of commencement of the Lease specified in Article IIA above. All payments are to be made at the office of the Elkhart City Controller or such other place BOAC may direct HALL in writing.

C. DELINQUENT RENTALS. There shall be added to all sums due BOAC and unpaid, an interest charge of one and one-half (1-1/2%) percent of the principal sum for each full calendar month of delinquency, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue but such interest, when assessed thereafter, shall be computed from the due date.

## ARTICLE IV

## PRIVILEGES

A. USES. HALL agrees to use the Leased Premises for the following types of activities:

1. General business office activities;
2. Aviation related activities.

B. PROHIBITED USES. HALL shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth above. HALL shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance nor, without limiting the generality of the foregoing, shall HALL use or permit the use of the Leased Premises for any improper, immoral or unlawful purposes.

C. INGRESS AND EGRESS. Upon paying the rent and performing the covenants of this Lease, HALL shall have the right of ingress to and egress from the Leased Premises for HALL, its officers, employees, agents, servants, vendors, suppliers, patrons, and invitees (collectively, "HALL Invitees") over the roadway provided by BOAC serving the Leased Premises. HALL shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such restrictions as BOAC deems necessary. All access shall be subject to the applicable security requirements of BOAC, the Transportation Security Administration, the Federal Aviation Administration and other applicable governmental agencies.

## ARTICLE V

## OBLIGATIONS OF THE PARTIES

A. TAXES AND INSURANCE. It shall be the sole responsibility of BOAC to pay all real estate taxes and to maintain property insurance for the Leased Premises.

B. REPAIRS AND MAINTENANCE. BOAC shall maintain the Leased Premises in good condition and shall make all necessary repairs; except that HALL shall at its own cost repair in a timely manner all damage to the Leased Premises caused by a HALL Invitee during the term of this Lease. BOAC shall, at its expense, maintain the Leased Premises in a condition reasonably fit for its intended business use ("Useable Condition") including, without limitation, maintaining in reasonably good condition the foundation, roof and other structural elements; telephone, electric, plumbing and other utility lines, pipes, conduits, equipment and building systems that serve the Leased Premises; ingress to and egress from the Leased Premises; and all other items essential to keeping the Leased Premises reasonably fit for its intended use. HALL shall be responsible for the routine upkeep of the Leased Premises.

HALL agrees that upon the expiration of the term of this Lease or sooner termination thereof, the Leased Premises shall be delivered to BOAC in good condition, reasonable wear and tear excepted. BOAC reserves the right to make periodic inspections of the Leased Premises during normal business hours to read the water meter and for all other legitimate business purposes.

C. ADDITIONAL ALTERATIONS AND IMPROVEMENTS. HALL shall not erect any structures, make any improvements or modifications, or undertake any other construction desired by HALL on the Leased Premises, nor alter, modify or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures (other than trade fixtures removable without permanent injury to the Leased Premises) desired by HALL without prior written approval of BOAC. Development and construction will only be permitted in accordance with the guidelines presented in the Airport Master Plan, BOAC Development Standards, Airport Rules and Regulations and any security requirements in effect from time to time. Prior to commencement of any improvements or modifications to the Leased Premises, HALL shall submit a written application, which shall be supported by a comprehensive plans package to the Airport Manager. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design, and shall contain the following:

1. A graphic presentation of the improvements showing exact locations, access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
2. An illustration of the decor of the Leased Premises including construction, furnishings and equipment.
3. Request for approval of above.
4. A schedule for completion of each phase of the improvements.

Upon approval, and issuance of a building permit, HALL shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

In the event of default of HALL during the design or construction period of any construction or design contract for improvements, BOAC shall have the option, which shall be set forth in all contracts between HALL and independent contractors and suppliers, to replace HALL with itself and to continue the contracts of HALL with the independent contractors and suppliers for work

or materials for improvements or to require HALL to restore the Leased Premises to the previous condition, such restoration to be performed in a timely manner.

Where such alterations or construction have been made, HALL shall, within thirty (30) days following completion of the alterations or construction, present to BOAC a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.
In the event HALL makes alterations or constructs additional improvements on the Leased Premises, HALL may enjoy the use of such improvements during the term of this Agreement. Upon the termination of this Agreement, any improvements shall become the sole property of BOAC.

E. UTILITIES. BOAC shall be responsible to provide and pay for adequate water and sanitary service to the Leased Premises.

F. SNOW REMOVAL/ LAWN CARE. BOAC shall be responsible for snow removal operations on the Leased Premises. BOAC shall also be responsible for all lawn care at the Leased Premises.

G. TRASH, GARBAGE, ETC. HALL shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. HALL shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. HALL shall provide and use suitable covered metal receptacles located in an area designated by BOAC for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

H. SIGNS. No sign shall be erected or maintained by HALL except in compliance with the BOAC's requirements for location and use of signs on Airport property. Prior to erection, HALL must obtain written approval from BOAC, which shall not be unreasonably withheld.

I. NON-DISCRIMINATION. HALL for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, (3) that Premier shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

J. CARE OF HAZARDOUS MATERIALS BY HALL. HALL shall handle, use, store and dispose of hazardous materials owned or used by it on the Airport property in accordance with all applicable federal, state, local and Authority statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of HALL, HALL shall be responsible for the clean up, containment and otherwise abatement of such contamination at HALL's sole cost and expense. Further, HALL shall notify BOAC and all appropriate governmental agencies of such occurrence immediately. Should HALL fail to do so, BOAC may take any reasonable and appropriate action in HALL's stead. The costs of such remedial action by BOAC shall be paid by HALL. In addition, HALL shall indemnify and hold BOAC harmless as to any and all expenses, costs or losses if HALL fails to comply with this article in any way whatsoever. Violation of this Article shall be deemed a material breach of this Lease.

K. ENVIRONMENTAL

1. "Regulated Substance" shall mean any hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. § 9601 (14), and petroleum as defined within the meaning of the *petroleum exclusion* in CERCLA, 42 U.S.C § 9601 (14)(F).

2. "Transportation laws" shall mean any and all federal statutes and regulations governing the transportation of hazardous materials by truck, rail, water or air, including but not limited to 49 U.S.C § 5101 et seq.

3. HALL shall not cause, suffer or allow a release (as defined at 42 U.S.C. § 9601 (22)) of a Regulated Substance to occur at the Leased Premises.

4. HALL shall not cause, suffer or allow a Regulated Substance to enter upon or be present at the Leased Premises unless such presence is incident to the transportation of such substance in intrastate or interstate commerce and such transportation and all acts incident thereto (e.g. packaging, labeling, placarding) are in compliance with all applicable transportation laws. The prohibition in this paragraph shall not apply to hazardous substances or products containing Regulated Substances, which are used in the normal course of business as office or janitorial supplies.

5. HALL shall operate the Leased Premises in full compliance with all federal, state and local applicable environmental statues, rules, regulations and ordinances and with all applicable transportation laws. HALL shall not, without prior written consent of BOAC, install any underground storage tank at, introduce fill material to, or make any improvements to the Leased Premises.

6. In the event of a release of a Regulated Substance at the Leased Premises by HALL, a HALL Invitee or other persons for whom HALL is responsible, HALL shall promptly institute and diligently complete all necessary and appropriate actions whether on or off the Leased Premises, to abate and fully remediate such release. HALL shall be solely responsible for any notification requirements under federal, state or local law. HALL's remedial actions shall be those necessary to return the Leased Premises to its condition, as nearly as possible, which existed prior to the release. Should HALL fail to perform its responsibilities under this paragraph, BOAC may do so in HALL's stead, the costs of which shall be paid by HALL.

7. HALL agrees to indemnify, defend and hold harmless BOAC, its directors, officers, employees, agents and each of their successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the release of a Regulated Substance at the Leased Premises by HALL, a HALL Invitee or other persons for whom HALL is responsible, during the Term, or the handling of any Regulated Substance by HALL, a HALL Invitee or other persons for whom HALL is responsible, incident to its transportation in commerce.

8. BOAC represents that, to the best of its knowledge: there are no Regulated Substances at, in, on, or under the Leased Premises in a condition or concentration which would represent a threat to groundwater or otherwise require remediation under any federal, state or local statue, rule, regulation or ordinance and the Leased Premises are in compliance with all applicable environmental laws.

9. BOAC agrees to indemnify, hold harmless and defend HALL, its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the presence of any Regulated Substance existing as of the date of first occupancy by HALL.

L. NO-LIEN ARTICLE. HALL shall keep the Leased Premises free from all liens, including, but not limited to, mechanic's liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises, to the extent to be paid for by HALL under this Lease. Any construction work on the Leased Premises authorized by HALL shall be performed pursuant to a "no-lien" contract and HALL shall make certain that the Indiana Statutes relating to the "no-lien" contracts are complied with in every particular.

If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Leased Premises or any part thereof, which lien is the result of HALL's actions, HALL shall cause the same to be discharged either of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If HALL fails to cause such lien to be discharged by payment or through

appropriate bond within thirty (30) days, then such failure shall be deemed a default in the performance of this Agreement.

M . DAMAGE OR DESTRUCTION OF PREMISES. In the event the Leased Premises are damaged or destroyed by fire or other casualty, BOAC shall have the right, at its election, but not the obligation, to repair the Leased Premises to substantially the same condition it was in prior to such damage or destruction, or to terminate this Lease. All insurance proceeds relating to damaged improvements owned by BOAC shall accrue to BOAC. HALL shall have the right to terminate the Lease if such repairs are not substantially complete and the Leased Premises are not in a reasonably fit condition for its intended business use within fifteen (15) days of the occurrence of the damage.

In the event of damage or destruction to any of the improvements upon the Leased Premises, BOAC shall have no obligation to repair, rebuild or replace the improvements or any fixtures, equipment or other personal property installed by HALL pursuant to this Agreement, unless such damage or destruction was caused by the negligence, gross negligence or willful misconduct of BOAC.

N. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. HALL shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of HALL's business and in addition, those rules, ordinances, and regulations of BOAC not inconsistent with the provisions of this Lease. Any penalties and costs levied as a result of HALL's breach of any of the above shall be borne by HALL.

O. HAZARD LIGHTS. HALL shall provide and maintain hazard lights on any structure erected by HALL on the Leased Premises if required by BOAC. Any hazard lights so required shall comply with specifications and standards established for such installations by the Federal Aviation Administration.

P. HEIGHT RESTRICTIONS. HALL agrees that they shall at no time construct, erect, or suffer, any structure on the Leased Premises to penetrate the Horizontal Surface defined in FAR Part 77.

Q. NAVAIDS HALL agrees that its operation shall in no way conflict with the operation of navigational aids located on the Leased Premises. This covenant is based upon BOAC's representation to HALL that the use on the Lease Premises of HALL's standard business equipment, such as cell phones, and wireless internet equipment will not create such a conflict.

## ARTICLE VI

## OBLIGATIONS OF BOAC

A. OPERATION AS A PUBLIC AIRPORT. BOAC covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by BOAC to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. BOAC shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to HALL. BOAC shall not, during the course of any such inspection, unreasonably interfere with HALL's use and enjoyment of the Leased Premises.

## ARTICLE VII

## TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. TERMINATION. This Lease shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY HALL. HALL may terminate this Lease after the happening of one or more of the following events:

1. The permanent abandonment of the Airport;

2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any

substantial part or parts thereof, in such a manner as substantially to restrict HALL for a period of at least ninety (90) days from operating thereon;

3. The default by BOAC in the performance of any covenant or agreement herein required to be performed by BOAC, other than a default referred to below in Article VII.B.4, and the failure of BOAC to remedy such default for a period of sixty (60) days after receipt from HALL of written notice to remedy the same.

4. The default by BOAC in the performance of its obligation to maintain the Leased Premises in Useable Condition and the failure of BOAC to remedy such default for a period of fifteen (15) days after receipt from HALL of written notice to remedy the same.

C. EXERCISING HALL'S RIGHTS OF TERMINATION. HALL may exercise such right of termination by written notice to BOAC at any time after the occurrence of any of the foregoing events and the Lease shall terminate as of the date notice is received by BOAC.

D. TERMINATION BY BOAC. BOAC may terminate this Lease in the event HALL shall:

1. Be in arrears in the payment of the whole or any part of the rent other payments required for a period of fifteen (15) days after the time such payments become due and such default continues for a period of ten (10) days after receipt of written notice from BOAC of said default;

2. Make a general assignment for the benefit of creditors;

3. File a voluntary or involuntary petition in bankruptcy; have a receiver appointed;

4. Abandon the Leased Premises as specified in Article IV. The term "abandon" means either written notice by HALL of its intention to permanently terminate all activity on the Leased Premises or HALL's failure to perform normal maintenance activities on the Leased Premises;

5. Materially default in the performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and performed by HALL, and such default continues for a period of thirty (30) days after receipt of written notice from BOAC of said default; or

6. Violate BOAC rules and regulations.

BOAC shall have the further right to terminate this Lease without liability because of airport improvements or development work on any part or the whole of the Leased Premises. Written notice of termination will be provided by BOAC to HALL at least 180 days prior to termination. In the event of such termination, BOAC will make reasonable efforts to provide comparable ground on which HALL may, at HALL's option, relocate the improvements as described in Exhibit "B", attached here and incorporated by reference. HALL will bear all costs associated with the relocation.

E. EXERCISING BOAC'S RIGHT OF TERMINATION. BOAC may exercise such rights of termination by written notice to HALL and this Lease shall terminate as of that date. BOAC or HALL shall have the right to collect such damages as may be permitted by law arising out of such termination. Failure of BOAC to declare this Lease terminated upon the default of HALL for any of the reasons set out above shall not operate to waive the right of BOAC to terminate this Lease by reason of any subsequent violation of the terms.

F. WAIVER OF STATUTORY NOTICE TO QUIT. In the event BOAC exercises its option to terminate this Lease upon the happening of any of the events set forth in Section D of this Article ("Termination by BOAC"), a notice of termination shall be sufficient to terminate this Lease; and, upon such termination, HALL agrees that it will forthwith surrender up possession of the Leased Premises to BOAC.

G. SUBLETTING AND ASSIGNMENT. HALL shall not be entitled to rent or sublease a portion of the Leased Premises to any person, firm, or entity.

## ARTICLE VIII

## RIGHTS UPON TERMINATION

A. BUILDING. At the termination of this Lease, the buildings and permanent improvements situated upon the Leased Premises shall become the property of BOAC.

B REMOVAL OF PERSONAL PROPERTY. At the termination of this Lease including any extension, after payment of all rents and charges, HALL shall have the right, within thirty (30) days thereafter, to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by HALL, or its predecessor, but shall repair at its own expense all damage caused by such removal. On termination of this Lease, from whatever cause, BOAC shall have the right, upon thirty (30) days' notice, to require HALL at HALL's own expense to remove any personal property, such as furniture, machinery, equipment and signs installed by HALL on the Leased Premises and HALL shall repair at HALL's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by HALL within such time shall become the property of BOAC.

C. LANDLORD LIEN If HALL has not fully paid all the rents and charges pursuant to this Lease, then BOAC shall be entitled to a landlord lien upon all personal property of HALL as defined above for the purpose of securing the payment of all rents and charges. BOAC shall have the right to liquidation of such personal property to satisfy any obligations of HALL and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to HALL.

## ARTICLE IX

## GENERAL PROVISIONS

A. BOAC'S RESERVED RIGHTS.

1. BOAC at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent HALL from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of BOAC would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Lease shall be subordinate to the provisions of any existing or future agreement between BOAC and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent

to the expenditure or reimbursement to BOAC for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. HALL, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, BOAC reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of HALL.

BOAC shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of HALL in this regard.

C. ATTORNEYS' FEES. If any action is necessary to enforce the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

D. TAXES, LICENSES AND PERMITS. HALL shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to HALL located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Lease, such taxes shall be paid by BOAC. HALL shall obtain and pay for all licenses, permits, fees, or other authorization or charges that HALL needs as they pertain to HALL only as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

G. NOTICE. Whenever any notice is required by this Lease to be made, given or transmitted to the parties, such notice served by Certified or Registered Mail with return receipt, addressed to:

Elkhart Municipal Airport Board of Aviation Commissioners
Attn: Airport Manager
Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

with a copy to:

City of Elkhart, Indiana
Legal Department
229 S. Second St.
Elkhart, IN 46516

and notices, consents and approvals to HALL addressed to:

Brian Hall
1003 Robin Hood Trail
Sturgis, MI 49091

or to such other addresses as the parties may designate to each other in writing.

H. INDIANA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. The determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this Agreement, whether directly or indirectly, shall be determined in accordance with the laws of the State of Indiana. Proper venue shall be within the state courts in Elkhart County, State of Indiana. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

## ARTICLE X

DEFAULT UNDER LEASE AGREEMENTS

HALL may have in existence with BOAC certain other Agreements. Any material breach by HALL of such other Agreements shall constitute a material breach of this Lease.

The parties now sign this Agreement this 26th day of May 2026.

Roy HALL

By: _____

Printed: Brian Hall

Attest: _____

ELKHART CITY BOARD OF AVIATION COMMISSIONERS

By: _____
Douglas Thorne
President

Attest: _____

## ARTICLE X

DEFAULT UNDER LEASE AGREEMENTS

TALBOT may have in existence with BOAC certain other Agreements. Any material breach by TALBOT of such other Agreements shall constitute a material breach of this Lease.

The parties now sign this Agreement this 27th day of May 2026.

Walter Talbot

By: _____

Printed: Walter Talbot

Attest: _____

ELKHART CITY BOARD OF AVIATION COMMISSIONERS

By: _____
Douglas Thorne
President

Attest: _____

G. NOTICE. Whenever any notice is required by this Lease to be made, given or transmitted to the parties, such notice served by Certified or Registered Mail with return receipt, addressed to:

Elkhart Municipal Airport Board of Aviation Commissioners
Attn: Airport Manager
Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

with a copy to:

City of Elkhart, Indiana
Legal Department
229 S. Second St.
Elkhart, IN 46516

and notices, consents and approvals to TALBOT addressed to:

Walter Talbot
50918 North Shore Dr.
Elkhart, Indiana 46514

or to such other addresses as the parties may designate to each other in writing.

H. INDIANA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Indiana, without regard to conflicts of law principles. The determination of any claim, dispute or disagreement which may arise out of the interpretation, performance or breach of this Agreement, whether directly or indirectly, shall be determined in accordance with the laws of the State of Indiana. Proper venue shall be within the state courts in Elkhart County, State of Indiana. The parties to this Agreement hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

2. This Lease shall be subordinate to the provisions of any existing or future agreement between BOAC and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to BOAC for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. TALBOT, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, BOAC reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of TALBOT.

BOAC shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of TALBOT in this regard.

C. ATTORNEYS' FEES. If any action is necessary to enforce the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

D. TAXES, LICENSES AND PERMITS. TALBOT shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to TALBOT located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Lease, such taxes shall be paid by BOAC. TALBOT shall obtain and pay for all licenses, permits, fees, or other authorization or charges that TALBOT needs as they pertain to TALBOT only as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

A. BUILDING. At the termination of this Lease, the buildings and permanent improvements situated upon the Leased Premises shall become the property of BOAC.

B REMOVAL OF PERSONAL PROPERTY. At the termination of this Lease including any extension, after payment of all rents and charges, TALBOT shall have the right, within thirty (30) days thereafter, to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by TALBOT, or its predecessor, but shall repair at its own expense all damage caused by such removal. On termination of this Lease, from whatever cause, BOAC shall have the right, upon thirty (30) days' notice, to require TALBOT at TALBOT's own expense to remove any personal property, such as furniture, machinery, equipment and signs installed by TALBOT on the Leased Premises and TALBOT shall repair at TALBOT's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by TALBOT within such time shall become the property of BOAC.

C. LANDLORD LIEN If TALBOT has not fully paid all the rents and charges pursuant to this Lease, then BOAC shall be entitled to a landlord lien upon all personal property of TALBOT as defined above for the purpose of securing the payment of all rents and charges. BOAC shall have the right to liquidation of such personal property to satisfy any obligations of TALBOT and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to TALBOT.

## ARTICLE IX

## GENERAL PROVISIONS

A. BOAC'S RESERVED RIGHTS.

1. BOAC at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent TALBOT from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of BOAC would limit the usefulness of the Airport or constitute a hazard to aircraft.

performed by TALBOT, and such default continues for a period of thirty (30) days after receipt of written notice from BOAC of said default; or

6. Violate BOAC rules and regulations.

BOAC shall have the further right to terminate this Lease without liability because of airport improvements or development work on any part or the whole of the Leased Premises. Written notice of termination will be provided by BOAC to TALBOT at least 180 days prior to termination. In the event of such termination, BOAC will make reasonable efforts to provide comparable ground on which TALBOT may, at TALBOT's option, relocate the improvements as described in Exhibit "B", attached here and incorporated by reference. TALBOT will bear all costs associated with the relocation.

E. EXERCISING BOAC'S RIGHT OF TERMINATION. BOAC may exercise such rights of termination by written notice to TALBOT and this Lease shall terminate as of that date. BOAC or TALBOT shall have the right to collect such damages as may be permitted by law arising out of such termination. Failure of BOAC to declare this Lease terminated upon the default of TALBOT for any of the reasons set out above shall not operate to waive the right of BOAC to terminate this Lease by reason of any subsequent violation of the terms.

F. WAIVER OF STATUTORY NOTICE TO QUIT. In the event BOAC exercises its option to terminate this Lease upon the happening of any of the events set forth in Section D of this Article ("Termination by BOAC"), a notice of termination shall be sufficient to terminate this Lease; and, upon such termination, TALBOT agrees that it will forthwith surrender up possession of the Leased Premises to BOAC.

G. SUBLETTING AND ASSIGNMENT. TALBOT shall not be entitled to rent or sublease a portion of the Leased Premises to any person, firm, or entity.

## ARTICLE VIII

## RIGHTS UPON TERMINATION

1. The permanent abandonment of the Airport;

2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict TALBOT for a period of at least ninety (90) days from operating thereon;

3. The default by BOAC in the performance of any covenant or agreement herein required to be performed by BOAC, other than a default referred to below in Article VII.B.4, and the failure of BOAC to remedy such default for a period of sixty (60) days after receipt from TALBOT of written notice to remedy the same.

4. The default by BOAC in the performance of its obligation to maintain the Leased Premises in Useable Condition and the failure of BOAC to remedy such default for a period of fifteen (15) days after receipt from TALBOT of written notice to remedy the same.

C. EXERCISING TALBOT'S RIGHTS OF TERMINATION. TALBOT may exercise such right of termination by written notice to BOAC at any time after the occurrence of any of the foregoing events and the Lease shall terminate as of the date notice is received by BOAC.

D. TERMINATION BY BOAC. BOAC may terminate this Lease in the event TALBOT shall:

1. Be in arrears in the payment of the whole or any part of the rent other payments required for a period of fifteen (15) days after the time such payments become due and such default continues for a period of ten (10) days after receipt of written notice from BOAC of said default;

2. Make a general assignment for the benefit of creditors;

3. File a voluntary or involuntary petition in bankruptcy; have a receiver appointed;

4. Abandon the Leased Premises as specified in Article IV. The term "abandon" means either written notice by TALBOT of its intention to permanently terminate all activity on the Leased Premises or TALBOT's failure to perform normal maintenance activities on the Leased Premises;

5. Materially default in the performance of any of the covenants, agreements and conditions required herein (except rental payments) to be kept and

construct, erect, or suffer, any structure on the Leased Premises to penetrate the Horizontal Surface defined in FAR Part 77.

Q. NAVAIDS TALBOT agrees that its operation shall in no way conflict with the operation of navigational aids located on the Leased Premises. This covenant is based upon BOAC's representation to TALBOT that the use on the Lease Premises of TALBOT's standard business equipment, such as cell phones, and wireless internet equipment will not create such a conflict.

## ARTICLE VI

## OBLIGATIONS OF BOAC

A. OPERATION AS A PUBLIC AIRPORT. BOAC covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by BOAC to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. BOAC shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to TALBOT. BOAC shall not, during the course of any such inspection, unreasonably interfere with TALBOT's use and enjoyment of the Leased Premises.

## ARTICLE VII

## TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. TERMINATION. This Lease shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY TALBOT. TALBOT may terminate this Lease after the happening of one or more of the following events:

payment or through appropriate bond within thirty (30) days, then such failure shall be deemed a default in the performance of this Agreement.

M . DAMAGE OR DESTRUCTION OF PREMISES. In the event the Leased Premises are damaged or destroyed by fire or other casualty, BOAC shall have the right, at its election, but not the obligation, to repair the Leased Premises to substantially the same condition it was in prior to such damage or destruction, or to terminate this Lease. All insurance proceeds relating to damaged improvements owned by BOAC shall accrue to BOAC. TALBOT shall have the right to terminate the Lease if such repairs are not substantially complete and the Leased Premises are not in a reasonably fit condition for its intended business use within fifteen (15) days of the occurrence of the damage.

In the event of damage or destruction to any of the improvements upon the Leased Premises, BOAC shall have no obligation to repair, rebuild or replace the improvements or any fixtures, equipment or other personal property installed by TALBOT pursuant to this Agreement, unless such damage or destruction was caused by the negligence, gross negligence or willful misconduct of BOAC.

N. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. TALBOT shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of TALBOT's business and in addition, those rules, ordinances, and regulations of BOAC not inconsistent with the provisions of this Lease. Any penalties and costs levied as a result of TALBOT's breach of any of the above shall be borne by TALBOT.

O. HAZARD LIGHTS. TALBOT shall provide and maintain hazard lights on any structure erected by TALBOT on the Leased Premises if required by BOAC. Any hazard lights so required shall comply with specifications and standards established for such installations by the Federal Aviation Administration.

P. HEIGHT RESTRICTIONS. TALBOT agrees that they shall at no time

7. TALBOT agrees to indemnify, defend and hold harmless BOAC, its directors, officers, employees, agents and each of their successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the release of a Regulated Substance at the Leased Premises by TALBOT, a TALBOT Invitee or other persons for whom TALBOT is responsible, during the Term, or the handling of any Regulated Substance by TALBOT, a TALBOT Invitee or other persons for whom TALBOT is responsible, incident to its transportation in commerce.

8. BOAC represents that, to the best of its knowledge: there are no Regulated Substances at, in, on, or under the Leased Premises in a condition or concentration which would represent a threat to groundwater or otherwise require remediation under any federal, state or local statue, rule, regulation or ordinance and the Leased Premises are in compliance with all applicable environmental laws.

9. BOAC agrees to indemnify, hold harmless and defend TALBOT, its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against all claims, actions, penalties, costs, liabilities, losses and expenses (including reasonable attorney's and expert witness fees) arising at any time during or after the Term resulting or allegedly resulting from the presence of any Regulated Substance existing as of the date of first occupancy by TALBOT.

L. NO-LIEN ARTICLE. TALBOT shall keep the Leased Premises free from all liens, including, but not limited to, mechanic's liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises, to the extent to be paid for by TALBOT under this Lease. Any construction work on the Leased Premises authorized by TALBOT shall be performed pursuant to a "no-lien" contract and TALBOT shall make certain that the Indiana Statutes relating to the "no-lien" contracts are complied with in every particular.

If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Leased Premises or any part thereof, which lien is the result of TALBOT's actions, TALBOT shall cause the same to be discharged either of record, by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If TALBOT fails to cause such lien to be discharged by

1. "Regulated Substance" shall mean any hazardous substance as defined in the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 U.S.C. § 9601 (14), and petroleum as defined within the meaning of the *petroleum exclusion* in CERCLA, 42 U.S.C § 9601 (14)(F).

2. "Transportation laws" shall mean any and all federal statutes and regulations governing the transportation of hazardous materials by truck, rail, water or air, including but not limited to 49 U.S.C § 5101 et seq.

3. TALBOT shall not cause, suffer or allow a release (as defined at 42 U.S.C. § 9601 (22)) of a Regulated Substance to occur at the Leased Premises.

4. TALBOT shall not cause, suffer or allow a Regulated Substance to enter upon or be present at the Leased Premises unless such presence is incident to the transportation of such substance in intrastate or interstate commerce and such transportation and all acts incident thereto (e.g. packaging, labeling, placarding) are in compliance with all applicable transportation laws. The prohibition in this paragraph shall not apply to hazardous substances or products containing Regulated Substances, which are used in the normal course of business as office or janitorial supplies.

5. TALBOT shall operate the Leased Premises in full compliance with all federal, state and local applicable environmental statues, rules, regulations and ordinances and with all applicable transportation laws. TALBOT shall not, without prior written consent of BOAC, install any underground storage tank at, introduce fill material to, or make any improvements to the Leased Premises.

6. In the event of a release of a Regulated Substance at the Leased Premises by TALBOT, a TALBOT Invitee or other persons for whom TALBOT is responsible, TALBOT shall promptly institute and diligently complete all necessary and appropriate actions whether on or off the Leased Premises, to abate and fully remediate such release. TALBOT shall be solely responsible for any notification requirements under federal, state or local law. TALBOT's remedial actions shall be those necessary to return the Leased Premises to its condition, as nearly as possible, which existed prior to the release. Should TALBOT fail to perform its responsibilities under this paragraph, BOAC may do so in TALBOT's stead, the costs of which shall be paid by TALBOT.

I. NON-DISCRIMINATION. TALBOT for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination, (3) that Premier shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

J. CARE OF HAZARDOUS MATERIALS BY TALBOT. TALBOT shall handle, use, store and dispose of hazardous materials owned or used by it on the Airport property in accordance with all applicable federal, state, local and Authority statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of TALBOT, TALBOT shall be responsible for the clean up, containment and otherwise abatement of such contamination at TALBOT's sole cost and expense. Further, TALBOT shall notify BOAC and all appropriate governmental agencies of such occurrence immediately. Should TALBOT fail to do so, BOAC may take any reasonable and appropriate action in TALBOT's stead. The costs of such remedial action by BOAC shall be paid by TALBOT. In addition, TALBOT shall indemnify and hold BOAC harmless as to any and all expenses, costs or losses if TALBOT fails to comply with this article in any way whatsoever.

Violation of this Article shall be deemed a material breach of this Lease.

K. ENVIRONMENTAL

suppliers for work or materials for improvements or to require TALBOT to restore the Leased Premises to the previous condition, such restoration to be performed in a timely manner.

Where such alterations or construction have been made, TALBOT shall, within thirty (30) days following completion of the alterations or construction, present to BOAC a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems. In the event TALBOT makes alterations or constructs additional improvements on the Leased Premises, TALBOT may enjoy the use of such improvements during the term of this Agreement. Upon the termination of this Agreement, any improvements shall become the sole property of BOAC.

E. UTILITIES. BOAC shall be responsible to provide and pay for adequate water and sanitary service to the Leased Premises.

F. SNOW REMOVAL/ LAWN CARE. BOAC shall be responsible for snow removal operations on the Leased Premises. BOAC shall also be responsible for all lawn care at the Leased Premises.

G. TRASH, GARBAGE, ETC. TALBOT shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. TALBOT shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. TALBOT shall provide and use suitable covered metal receptacles located in an area designated by BOAC for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

H. SIGNS. No sign shall be erected or maintained by TALBOT except in compliance with the BOAC's requirements for location and use of signs on Airport property. Prior to erection, TALBOT must obtain written approval from BOAC, which shall not be unreasonably withheld.

TALBOT agrees that upon the expiration of the term of this Lease or sooner termination thereof, the Leased Premises shall be delivered to BOAC in good condition, reasonable wear and tear excepted. BOAC reserves the right to make periodic inspections of the Leased Premises during normal business hours to read the water meter and for all other legitimate business purposes.

C. ADDITIONAL ALTERATIONS AND IMPROVEMENTS. TALBOT shall not erect any structures, make any improvements or modifications, or undertake any other construction desired by TALBOT on the Leased Premises, nor alter, modify or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures (other than trade fixtures removable without permanent injury to the Leased Premises) desired by TALBOT without prior written approval of BOAC. Development and construction will only be permitted in accordance with the guidelines presented in the Airport Master Plan, BOAC Development Standards, Airport Rules and Regulations and any security requirements in effect from time to time. Prior to commencement of any improvements or modifications to the Leased Premises, TALBOT shall submit a written application, which shall be supported by a comprehensive plans package to the Airport Manager. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design, and shall contain the following:

1. A graphic presentation of the improvements showing exact locations, access and egress to and from the Leased Premises, facilities included and interior layouts and plans.
2. An illustration of the decor of the Leased Premises including construction, furnishings and equipment.
3. Request for approval of above.
4. A schedule for completion of each phase of the improvements.

Upon approval, and issuance of a building permit, TALBOT shall proceed with the construction, with reasonable diligence and at its sole cost and expense. The construction shall be completed according to the project schedule.

In the event of default of TALBOT during the design or construction period of any construction or design contract for improvements, BOAC shall have the option, which shall be set forth in all contracts between TALBOT and independent contractors and suppliers, to replace TALBOT with itself and to continue the contracts of TALBOT with the independent contractors and

B. PROHIBITED USES. TALBOT shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth above. TALBOT shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance nor, without limiting the generality of the foregoing, shall TALBOT use or permit the use of the Leased Premises for any improper, immoral or unlawful purposes.

C. INGRESS AND EGRESS. Upon paying the rent and performing the covenants of this Lease, TALBOT shall have the right of ingress to and egress from the Leased Premises for TALBOT, its officers, employees, agents, servants, vendors, suppliers, patrons, and invitees (collectively, "TALBOT Invitees") over the roadway provided by BOAC serving the Leased Premises. TALBOT shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such restrictions as BOAC deems necessary. All access shall be subject to the applicable security requirements of BOAC, the Transportation Security Administration, the Federal Aviation Administration and other applicable governmental agencies.

## ARTICLE V

## OBLIGATIONS OF THE PARTIES

A. TAXES AND INSURANCE. It shall be the sole responsibility of BOAC to pay all real estate taxes and to maintain property insurance for the Leased Premises.

B. REPAIRS AND MAINTENANCE. BOAC shall maintain the Leased Premises in good condition and shall make all necessary repairs; except that TALBOT shall at its own cost repair in a timely manner all damage to the Leased Premises caused by a TALBOT Invitee during the term of this Lease. BOAC shall, at its expense, maintain the Leased Premises in a condition reasonably fit for its intended business use ("Useable Condition") including, without limitation, maintaining in reasonably good condition the foundation, roof and other structural elements; telephone, electric, plumbing and other utility lines, pipes, conduits, equipment and building systems that serve the Leased Premises; ingress to and egress from the Leased Premises; and all other items essential to keeping the Leased Premises reasonably fit for its intended use. TALBOT shall be responsible for the routine upkeep of the Leased Premises.

holding over shall not constitute a renewal of this Lease but shall be on a month-to-month tenancy only.

## ARTICLE III

## RENTAL AND FEES

A. LEASED PREMISES. For the Leased Premises, TALBOT shall pay to BOAC a fixed annual rent equal to Two Thousand One Hundred Dollars ($ 2,100.00), which shall be payable in twelve (12) equal, monthly installments of One Hundred Dollars ($175.00).

B. TIME AND PLACE OF PAYMENT. Rentals shall be paid monthly in advance of the first (1st) day of each lease month, with the first payment due prior to the date of commencement of the Lease specified in Article IIA above. All payments are to be made at the office of the Elkhart City Controller or such other place BOAC may direct TALBOT in writing.

C. DELINQUENT RENTALS. There shall be added to all sums due BOAC and unpaid, an interest charge of one and one-half (1-1/2%) percent of the principal sum for each full calendar month of delinquency, computed as simple interest. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue but such interest, when assessed thereafter, shall be computed from the due date.

## ARTICLE IV

## PRIVILEGES

A. USES. TALBOT agrees to use the Leased Premises for the following types of activities:

1. General business office activities;
2. Aviation related activities.

**ELKHART AIRPORT ADMINISTRATIVE BUILDING**
**LEASE AGREEMENT**

THIS ELKHART AIRPORT ADMINISTRATIVE BUILDING LEASE AGREEMENT ("Lease") is made this 27th day of May 2026, between the City of Elkhart, an Indiana municipal corporation acting by and through its Board of Aviation Commissioners ("BOAC"), and WALTER TALBOT (TALBOT).

RECITALS

BOAC owns and operates the Elkhart Municipal Airport (the "Airport"), located in Elkhart, Indiana; and BOAC has certain property available for lease; and TALBOT desires to lease said property in compliance with BOAC's specifications.

COVENANTS

NOW, THEREFORE, in consideration of the rents, agreements and covenants set forth in this Lease, the parties agree as follows:

## ARTICLE I

PREMISES

A. LEASED PREMISES. The premises leased hereunder are parking spaces and portions of the Airport terminal building ("Leased Premises").

## ARTICLE II

TERM OF LEASE AGREEMENT

A. TERM. The term of this Lease shall be effective August 1, 2026 and then be on a month-to-month basis. The rent for occupancy for a portion of a month shall be prorated.

B. HOLDING OVER. In the event TALBOT shall continue to occupy the Leased Premises beyond the term or renewal of this Lease, after BOAC gives written notice to vacate, such

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

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Corporate Lots 17, 18, 19 address changes**

It was brought to the attention of the Airport Director that the physical addresses associated with airport Lots 17, 18 & 19, do not match with the Elkhart County Recorders (ECR) records. The City of Elkhart Planning Department concluded that the ECR records reflect the true and accurate addresses for these three parcels. The changes are as follows:

1) The correct address for Lot 17 for corporate owner National Supply should be 2325 County Road 6 W, Elkhart, IN 46514, ***NOT*** 2317 County Road 6 W, as previously recorded.

2) The correct address for Lot 18 for corporate owner Micon Holdings should be 2317 County Road 6 W, Elkhart, IN 46514 ***NOT*** 2321 County Road 6 W, as previously recorded.

3) The correct address for Lot 19 for corporate owner Marve Selge should be 2321 County Road 6 W, Elkhart, IN 46514 ***NOT*** 2325 County Road 6 W, as previously recorded.

Addendums to these changes have been drafted by the City Legal Department. After BOAC approval & signatures, the City Planning Department will commence to make the proper updates with Elkhart City & County GIS, Tax, Property & Recording departments. I ask the board to approve the physical address updates to Lots 17, 18 & 19 and to authorize the board president to sign the corresponding documents.

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Sheff attended
via Teams (RS)

Approved as to form and legality.

KD

**Please approve the physical address changes for Corporate Lots 17, 18 & 19 as stated above and authorize the board president to sign the corresponding paperwork.**

# ADDENDUM NO. 2 TO LAND LEASE FOR AIRCRAFT HANGAR AGREEMENT

This Addendum No. 2 to the Land Lease for Aircraft Hangar Agreement, dated February 6, 1997, between the City of Elkhart, Indiana, a municipal corporation, acting by and through its Board of Aviation Commissioners and Micon Holdings, LLC, is executed this 29th day of July 2026.

In order to clarify the intent and agreement of the parties, the parties hereby amend the Agreement to reflect Micon Holdings, LLC Hangar 18 address as 2317 County Road 6 W, Elkhart, Indiana 46514.

In all other respects, the Land Lease for Aircraft Hangar Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date above set forth.

City of Elkhart

Board of Aviation Commissioners

By:_____

Douglas Thorne, President

Micon Holdings, LLC

By:_____

Michael C. Waumans Jr., Member

Attest:

By:_____

# ADDENDUM NO. 1 TO LAND LEASE FOR AIRCRAFT HANGAR

This Addendum NO. 1 to the Land Lease Agreement dated January 1, 2019, between the City of Elkhart, Indiana, a municipal corporation, acting by and through its Board of Aviation Commissioners and National Supply, LLC, is executed this 29th day of July 2026.

In order to clarify the intent and agreement of the parties, the parties hereby amend the signatory for National Supply, LLC to remove Dawn Yoder, General Manager, and replace her with Logan Rees, General Manager.

The parties also amend the Agreement to reflect National Supply, LLC Hangar 17 address as 2325 County Road 6 W, Elkhart, Indiana 46514.

In all other respects, the Land Lease for Aircraft Hangar shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date above set forth.

City of Elkhart

Board of Aviation Commissioners

By: _____

Douglas Thorne, President

National Supply, LLC

By: _____

Logan Rees, General Manager

Attest:

By: _____

# ADDENDUM NO. 1 TO LAND LEASE AGREEMENT

This Addendum No. 1 to the Land Lease Agreement, dated October 23, 2001, between the City of Elkhart, Indiana, a municipal corporation, acting by and through its Board of Aviation Commissioners and Marv Selge, is executed this 29th day of July 2026.

In order to clarify the intent and agreement of the parties, the parties hereby amend the Agreement to reflect Marv Selge, Hangar 19 address as 2321 County Road 6 W, Elkhart, Indiana 46514.

The parties also amend Article II.A, *Term*, to reflect that the Agreement shall end on October 31, 2041, with the option to extend it for an additional ten (10) years.

In all other respects, the Land Lease Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date above set forth.

City of Elkhart

Board of Aviation Commissioners

By: _____

Douglas Thorne, President

By: _____

Marv Selge

Attest:

By: _____

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

# MEMORANDUM

**DATE:** **07/29/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Ratify Airport Director's Signature on T-Hangar 60 lease**

The Elkhart Municipal Airport has rented T-Hangar 60 to current tenant Mike Wilson, who will be moving from T-Hangar 8 as of August 1, 2026. Mr. Wilson's aircraft is a Piper Cherokee 160. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones

Andy Jones
Airport Director

**Please ratify the Airport Director's signature on new T-Hangar 60 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 60 lease effective August 1, 2026.**

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff attended Via Teams (RS)

# T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of August 2026, by and between Elkhart Board of Aviation Commissioners ("Lessor"), and Mike Wilson ("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 60 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

   *Make: Piper Cherokee Model: 160 Registration Number: N15272*

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 $235.00 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 $235.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A

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

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

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

11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.

12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.

13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.

14) Replacing safety belts.

15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary *structure or operating system.*

16) Trouble shooting and repairing broken circuits in landing light wiring circuits.

17) Replacing bulbs, reflectors, and lenses of position and landing lights.

18) Replacing wheels and skis where no weight and balance computation is involved.

19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.

20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.

21) Replacing any hose connection except hydraulic connections.

22) Replacing prefabricated fuel lines.

23) Cleaning or replacing fuel and oil strainers or filter elements.

24) Replacing and servicing batteries.

25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.

26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.

27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.

28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.

29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has *provided FAA-approved instructions for installation of the specific device, and installation does not involve the* disassembly of the existing tank filler opening.

30) Removing, checking, and replacing magnetic chip detectors.

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

Billing Address: 14120 Ellington Dr.
Granger, IN 46530

Phone: 574-303-9685

Email: dmwconstruction@yahoo.com

LESSEE SIGNATURE: Darryl Wilson

LESSOR
Airport Director

By: Andy Jones
Andy Jones

By: Ratified at 07.29.26 BOAC Meeting
Doug Thorne
Board of Aviation Commissioners President
(KS)

## Shaw, Karen

**From:** Sharon Brockway <scubasharon50@yahoo.com>
**Sent:** Friday, July 10, 2026 2:50 PM
**To:** Shaw, Karen
**Subject:** EXTERNAL: Hangar rental

> **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

Hello Karen,

As per our discussion earlier today, we will be ending our lease of hangar 8 as of August 10th, and would like to rent hangar 60 as of August 1st.

The end of our lease for hangar 8 is contingent on our ability to rent hangar 60 as we still need hangar space and are excited to upgrade.

Please notify us of the next steps to complete this move. 20 - 0250

Thank you for your assistance.
Regards,
Sharon and Mike Wilson
574-298-9931

Hgr 8 - 30 day notice as of 07.10.26
has Hgr 8 until Aug 10th
Pro-rate - Hgr 8 - 41.60

Starting 08.01.26 Rent Hgr 60
For 235.00

Sent from Yahoo Mail for iPhone

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

# MEMORANDUM

**DATE:** **07/29/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Approval of final retainage payment to New Tech Construction & approval of final acceptance letter**

Please approve the contractor's final retainage invoice for the 10-unit T-Hangar project payment to New Tech Construction in the amount of $105,494.53 to be paid by TIF. Please also approve the final project acceptance letter and give authorization for the BOAC president to sign all corresponding documents.

**Please approve the final retainage invoice in the amount of $105,494.53 for the 10-unit T-Hangar project for payment to New Tech Construction to be paid by TIF and also approve the final project acceptance letter and give authorization for the BOAC president to sign all corresponding documents.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Sheff attended via Teams (RC)

Approved as to form and legality.

KD

# Invoice

**New Tech Corporation**
9896 W 300 N, Bldg C
Michigan City, IN 46360

Date
7/6/2026

**Bill To:**
City of Elkhart Board of Aviation Commissioners
Elkhart Municipal Airport
1211 County Road 6, Elkhart, IN 46514

Project: T-Hangar and Taxilane

| DESCRIPTION | AMOUNT | |
|---|---|---|
| Invoice No. 10 Final - Total | $ | 105,494.53 |
| Invoice No. 10 Final - Retainage | $ | - |
| Total Due | $ | 105,494.53 |

BUTLER, FAIRMAN & SEUFERT, INC.
8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240-8302
o.317 713-4615
f.317 713-4616

# LETTER OF TRANSMITTAL

| To: | Date: | BF&S Job Number: |
|---|---|---|
| | 07/06/2026 | 729800.05 |
| Elkhart Municipal Airport<br>1211 County Road 6<br>Elkhart, IN 46514 | Regarding:<br>10 Unit T-Hangar | |

| Transmitting Via | | Purpose | |
|---|---|---|---|
| ☐ Mail | ☐ ERMS | ☐ As Requested | ☐ For Your Review and Comment |
| ☐ Carrier | ☐ _____ | ☐ For Your Information | ☐ _____ |

| Quantity: | Doc. Type: | Description / File Name: |
|---|---|---|
| 1 | | Estimate and Invoice No. 10 – Final Retainage Release |
| 1 | | Affidavit Final Waiver of Lien |
| 1 | | Final Acceptance |

**Remarks:**

Copy: FILE

Jeremy L. Books

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

NEW TECH CORPORATION

**NUMBER: 10 - Final with Retainage Release**

PERIOD FROM 02/29/2026

TO 06/29/2026

PROJECT:

**ELKHART MUNICIPAL AIRPORT**
**BID PACKAGE 'A' TAXILANE; BID PACKAGE 'B' 10 UNIT T-HANGAR**

| ITEM | SPEC. | DESCRIPTION | QUANTITIES THIS ESTIMATE | QUANTITIES TO DATE | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
| **BID PACKAGE A - TAXILANE CONSTRUCTION** | | | | | | | |
| | | **General Site Work: Work Outside of Building Footprint** | | | | | |
| S1 | CE-95-2.1 | Production Staking by Contractor | | 1.00 | L.S. | 7,500.00 | $7,500.00 |
| S2 | M-102-2.1-' | Maintenance of Traffic | | 1.00 | L.S. | 3,500.00 | $3,500.00 |
| S3 | C-100 | Contractor Quality Control Program | | 1.00 | L.S. | 15,000.00 | $15,000.00 |
| S4 | C-105 | Mobilization | | 1.00 | L.S. | 48,000.00 | $48,000.00 |
| S5 | C-102-5.1 | Installation and Removal of Temporary Silt Fence | | 730.00 | L.F. | 5.00 | $3,650.00 |
| S6 | L-108 - 5.1 | Trench, Duct Bank or Conduit | | 200.00 | L.F. | 30.00 | $6,000.00 |
| S7 | L-108 - 5.2 | Installed in Trench or Plowed-In, Above the Duct Bank | | 185.00 | L.F. | 25.00 | $4,625.00 |
| S8 | L-110-5.1 | Electrical Duct Bank, PVC, 2 BK 2" | | 130.00 | L.F. | 25.00 | $3,250.00 |
| S9 | L-110-5.2 | Electrical Duct , PVC, 1 BK 3" | | 45.00 | L.F. | 33.00 | $1,485.00 |
| S10 | P-152-4.1 | Unclassified Excavation (Waste disposed of on site) | | 3,996.00 | C.Y | 14.50 | $57,942.00 |
| S11 | INDOT 303 | Compacted Aggregate, No. 53 | | 1,300.00 | C.Y | 110.00 | $143,000.00 |
| S12 | P-403-8.2 | Asphalt Base Course | | 890.00 | TON | 140.00 | $124,600.00 |
| S13 | P-403-8.1 | Asphalt Surface Course | | 540.00 | TON | 170.00 | $91,800.00 |
| S14 | P-603-5.1 | Emulsified Asphalt Tack Coat | | 470.00 | Gal. | 3.50 | $1,645.00 |
| S15 | P-605-5.1 | Asphalt Joint Sealing | | 500.00 | L.F. | 6.00 | $3,000.00 |
| S16 | P-620-5.1 | Pavement Marking, 6 in, Yellow, with Reflective Media | 150.00 | 300.00 | S.F | 15.00 | $4,500.00 |
| S17 | D-701-5.1 | Pipe, Corrugated Aluminum, 12 inch | | 100.00 | L.F. | 95.00 | $9,500.00 |
| S18 | D-752-1.1 | 12 inch, Pipe End Section | | 2.00 | Ea. | 2,500.00 | $5,000.00 |
| S19 | F-162-5.2 | 20' Rolling Cantilever Gate (Black Vinyl Coated) | | 1.00 | Ea. | 30,000.00 | $30,000.00 |
| S20 | T-901-5.1 | Seeding | 76.00 | 76.00 | KSF | 180.00 | $13,680.00 |
| | | **Alternate 1 - Mill & Resurface Taxilane** | | | | | |
| P1 | C-105 | Mobilization | | 1.00 | L.S. | 500.00 | $500.00 |
| P2 | P-101-5.1 | Cold Milling, 1.5" | | 2,650.00 | SYD | 4.75 | $12,587.50 |
| P3 | P-403-8.1 | Asphalt Surface Course, 1.5" | | 230.00 | TON | 165.00 | $37,950.00 |
| P4 | P-603 | Emulsified Asphalt Tack Coat | | 320.00 | Gal. | 3.50 | $1,120.00 |
| P5 | P-620-5.1 | Pavement Marking, 6 in, Yellow, with Reflective Media | 195.00 | 390.00 | S.F. | 15.00 | $5,850.00 |
| | | **Alternate 2 - remove and Replace Hangar 39 Apron** | | | | | |
| P6 | C-105 | Mobilization | | 1.00 | L.S. | 3,900.00 | $3,900.00 |
| P7 | P-101-5.2 | Pavement Removal | | 1,150.00 | SYD | 3.14 | $3,611.00 |
| P8 | INDOT 303 | Compacted Aggregate, No. 53 | | 391.00 | C.Y | 86.66 | $33,884.06 |
| P9 | P-403-8.2 | Asphalt Base Course | | 166.00 | TON | 140.00 | $23,240.00 |
| P10 | P-403-8.1 | Asphalt Surface Course | | 100.00 | TON | 170.00 | $17,000.00 |
| P11 | P-603 | Emulsified Asphalt Tack Coat | | 81.00 | Gal. | 3.50 | $283.50 |
| **BID PACKAGE B - T-HANGAR CONSTRUCTION** | | | | | | | |
| Allow | Utility | Electrical Service from Road to Building | | 8,562.50 | DOL | $1.00 | $8,562.50 |
| B1 | 10-Unit | Pre-Engineered Building with Bi Fold Doors | | 1.00 | L.S. | 390,000.00 | $390,000.00 |
| B2 | 10-Unit | foundations, building erection, and excavation for the | | 1.0000 | L.S. | 470,000.00 | $470,000.00 |
| B3 | 10-Unit | sub panels, overhead lighting, outlets, door operators, | | 1.00 | L.S. | 90,000.00 | $90,000.00 |

10 - Unit T- Hgr
Final payment
TIF

Payment to New Tech
Vendor # 027146



7/6/2026

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

NEW TECH CORPORATION

**NUMBER: 10 - Final with Retainage Release** PERIOD FROM 02/29/2026

PROJECT: TO 06/29/2026

**ELKHART MUNICIPAL AIRPORT**
**BID PACKAGE 'A' TAXILANE; BID PACKAGE 'B' 10 UNIT T-HANGAR**

**CHANGE ORDER ITEMS**

| | | | | | | |
|---|---|---|---|---|---|---|
| B4 | 10-Unit | 3-Hour Fire Wall Barrier | 1.00 | L.S. | 74,030.00 | $74,030.00 |
| B5 | 10-Unit | Gate Fencing Adjustments | 1.00 | L.S. | 1,450.00 | $1,450.00 |

The certified payrolls for the period covered by this est. have been submitted & reviewed. The Contractor certifies that the wage rates contained therein are not less than the applicable wage rates in the Federal Davis-Bacon wage determination in the contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge the Work covered by this Payment is Complete in accordance with Contract Documents and all liens on Work from previous Payments have been cleared.

| | |
|---|---|
| TOTAL | $1,751,645.56 |
| RETAINAGE | $0.00 |
| BALANCE | $1,751,645.56 |
| PREVIOUS PAY | $1,646,151.03 |
| AMOUNT DUE | $105,494.53 |
| RETAIN THIS ES | $0.00 |

APPROVED CONTRACTOR Shane Osborne Date: July 6, 2026
NEW TECH CORPORATION

The Engineer certifies that based on site observations and to the Engineer's best knowledge the Work has satisfactorily progressed in accordance with the contract, and the Contractor is entitled to payment of the amount certified by the Contractor.

APPROVED ENGINEER Jason Booth Date: 07/06/2026
BUTLER, FAIRMAN, & SEUFERT, INC.

APPROVED
CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

Date: 07.29.26

Doug Thorne

## AFFIDAVIT – FINAL WAIVER OF LIEN

State of IN, County of LaPorte, ss:

Dated at 9:11, a.m., this 6th day of July, 2026.

To the City of Elkhart Board of Aviation Commissioners:

Shane Osborne, being duly sworn, says that he/she is Owner of New Tech Corporation the Contractor with whom a Contract was entered into for the Bid Package "A" Taxilane, Bid Package "B" 10 Unit T-Hangar, Alternate 1 – Mill & Resurface Taxilane, and Alternate 2 – Remove and Replace Hangar 39 Apron; this person says that the construction of said project has been completed in accordance with and as required by this Contract, and that all outstanding bills for labor, materials, supplies and damage of any character by reason of the construction of said Contract have been paid in full to the best of his/her knowledge and belief and that if such bills are not paid he will cause them to be paid upon presentation. The Contractor certifies that they complied with Title 49 U.S.C. Section 50101 executive order 14005 Build America, Buy America for all materials. The Contractor certified that all wages have been paid in accordance with the Davis-Bacon Act wages included in the contract documents.

New Tech Corporation

By: Shane Osborne

Printed Name: Shane Osborne

Sworn to before me and subscribed in my presence this 6th day of July, 2026.

NOTARY PUBLIC SEAL INDIANA
DIANA FENNELL
Notary Public, State of Indiana
Porter County
Commission Number NP0669328
My Commission Expires
October 15, 2030

Diana Fennell
Notary Public

Diana Fennell
(Type or Print Name)

My Commission Expires: 10/15/2030

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

## CONSTRUCTION PROJECT FINAL ACCEPTANCE

**Name of Sponsors:** **City of Elkhart Board of Aviation Commissioners**
**Airport:** **Elkhart Municipal Airport**
**Project Number:** **AIP No. 3-18-0018-040, 041, 043**

**Work Description:** **Bid Package "A" Taxilane, Bid Package "B" 10 Unit T-Hangar, Alternate 1 – Mill & Resurface Taxilane, and Alternate 2 – Remove and Replace Hangar 39 Apron**

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.
   - ☑ Yes
   - ☐ No
   - ☐ N/A

2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:
   - ☑ Yes
   - ☐ No
   - ☐ N/A

   a. Work in progress
   b. Quality and quantity of materials delivered
   c. Test locations and results
   d. Instructions provided the contractor
   e. Weather conditions
   f. Equipment use
   g. Labor requirements
   h. Safety problems, and

i. Changes required.

3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).

- [x] Yes
- [ ] No
- [ ] N/A

4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.

- [ ] Yes
- [ ] No
- [x] N/A

5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.

- [x] Yes
- [ ] No
- [ ] N/A

6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.

- [x] Yes
- [ ] No
- [ ] N/A

7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:

a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.

- [x] Yes
- [ ] No
- [ ] N/A

8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.

- [x] Yes
- [ ] No
- [ ] N/A

9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.

- [x] Yes
- [ ] No
- [ ] N/A

10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.

- [x] Yes
- [ ] No
- [ ] N/A

11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.

- [x] Yes
- [ ] No
- [ ] N/A

12. Applicable close out financial reports have been (will be) submitted to the FAA.

- [x] Yes
- [ ] No
- [ ] N/A

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

*Name of Sponsor*
**City of Elkhart Board of Aviation Commissioners**

*Signature of Sponsor's Designated Official Representative*

*Printed Name of Sponsor's Designated Official Representative*

*Printed Title of Sponsor's Designated Official Representative*

*Date:* 07.29.26

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

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

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

Please approve the pay request for AIP-42 for the Runway 18/36 pavement project, for Butler, Fairman & Seufert (BF&S) Invoice for $30,514.05 for professional services relating to inspection fees for this project pending appropriation approve from the common council. Please also authorize the board president to sign this document.

**Please approve the pay request for the AIP-42 Runway 18/36 pavement project for BF&S invoice in the amount of $30,514.05 pending appropriation approval from the common council and give authorization for the board president to sign this document.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality

KD

Date 07.29.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff attended via Teams (KS)

# INVOICE

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

www.bfsengr.com

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

June 9, 2026
Invoice No: 112889

Project 745900.0000 REHABILITATE RUNWAY 18-36 PAVEMENT - INSPECTION

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

**Professional Services from May 1, 2026 to May 31, 2026**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| 0101 Project Administration | 22,790.00 | 70.00 | 15,953.00 | 11,395.00 | 4,558.00 |
| 0102 Bid Assistance | 5,110.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0103 Record Drawings | 4,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0501 Construction Observation | 34,400.00 | 70.00 | 24,080.00 | 17,200.00 | 6,880.00 |
| 0502 Final Construction Record | 7,950.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0503 Warranty Inspection | 3,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 77,450.00 | | 40,033.00 | 28,595.00 | 11,438.00 |
| | **Total Fee** | | | | **11,438.00** |

**Total this Phase** **$11,438.00**

0504 - RESIDENT PROJECT REPRESENTATIVE

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| FIELD PERSONNEL I | | | | |
| Clawson, Adam | 164.00 | 110.00 | 18,040.00 | |
| INTERN 1 | | | | |
| Book, Braydon | 9.00 | 80.00 | 720.00 | |
| Totals | 173.00 | | 18,760.00 | |
| **Total Labor** | | | | **18,760.00** |

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 18,760.00 | 3,700.00 | 22,460.00 |
| Limit | | | 60,200.00 |
| Remaining | | | 37,740.00 |

**Total this Phase** **$18,760.00**

0505 - THIRD PARTY ACCEPTANCE TESTING

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

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

0506 - TRAVEL

**Other Reimbursable Expenses**

| | | |
|---|---|---|
| Mileage - Project | 316.05 | |
| **Total Other Reimbursable Expenses** | **316.05** | **316.05** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 316.05 | 147.00 | 463.05 |
| Limit | | | 3,420.00 |
| Remaining | | | 2,956.95 |

**Total this Phase** **$316.05**

0507 - LEGAL ADVERTISEMENT

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

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

9901 - ADDITIONAL SERVICES

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

**Total this Invoice** **$30,514.05**

**Billings to Date**

| | **Current** | **Prior** | **Total** |
|---|---|---|---|
| Fee | 11,438.00 | 28,595.00 | 40,033.00 |
| Labor | 18,760.00 | 3,700.00 | 22,460.00 |
| Expense | 0.00 | 169.43 | 169.43 |
| Unit | 316.05 | 147.00 | 463.05 |
| **Totals** | **30,514.05** | **32,611.43** | **63,125.48** |

Thank You, Michael W. Eichenauer

Michael Eichenauer

# Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 5/1/2026 through 5/31/2026

| | | Date | Regular Hours | Total Ovt Hrs | Total Hours |
|---|---|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | | | |
| Phase Number: 0504 RESIDENT PROJECT REPRESENTATIVE | | | | | |
| 04939 | Book, Braydon | 5/22/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/4/2026 | 12.00 | | 12.00 |
| 15000 | Clawson, Adam | 5/5/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/6/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/7/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/8/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/9/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/11/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/12/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/13/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/14/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/15/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/18/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/19/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/20/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/21/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/22/2026 | 11.00 | | 11.00 |
| Total for 0504 | | | 173.00 | | 173.00 |
| **Total for 745900.0000** | | | **173.00** | | **173.00** |

# Expense Detail

Thursday, June 11, 2026
9:14:17 AM

Butler, Fairman & Seufert, Inc.

Transactions for 5/1/2026 through 5/31/2026

| Date | Miles | Billing Amount | Full Description |
|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | |
| Phase Number: 0500 TRAVEL | | | |
| **Reimbursable Expenses** | | | |
| **5320.03 Mileage** | | | |
| 5/4/2026 | 57.00 | 27.93 | On site at EKM Airport 104844-104701 / Clawson, Adam Units |
| 5/5/2026 | 59.00 | 28.91 | On site at EKM Airport104701-104760 / Clawson, Adam Units |
| 5/6/2026 | 30.00 | 14.70 | On site at EKM Airport 104760-104790 / Clawson, Adam Units |
| 5/7/2026 | 25.00 | 12.25 | On site at EKM Airport 104790-104815 / Clawson, Adam Units |
| 5/8/2026 | 18.00 | 8.82 | On site at EKM Airport 104815-104833 / Clawson, Adam Units |
| 5/9/2026 | 22.00 | 10.78 | On site at EKM Airport 104833-104855 / Clawson, Adam Units |
| 5/11/2026 | 2.00 | .98 | On site at EKM Airport 104855-105857 / Clawson, Adam Units |
| 5/12/2026 | 2.00 | .98 | On site at EKM Airport 104857-104859 / Clawson, Adam Units |
| 5/13/2026 | 2.00 | .98 | On site at EKM Airport 104859-104861 / Clawson, Adam Units |
| 5/14/2026 | 4.00 | 1.96 | On site at EKM Airport 104861-104865 / Clawson, Adam Units |
| 5/15/2026 | 4.00 | 1.96 | On site at EKM Airport 104865-104869 / Clawson, Adam Units |
| 5/18/2026 | 4.00 | 1.96 | On site at EKM airport 104869-104873 / Clawson, Adam Units |
| 5/19/2026 | 7.00 | 3.43 | On site at EKM airport 104873-104880 / Clawson, Adam Units |
| 5/20/2026 | 11.00 | 5.39 | On site at EKM airport 104880-104891 / Clawson, Adam Units |
| 5/21/2026 | 14.00 | 6.86 | On site at EKM airport 104891-104905 / Clawson, Adam Units |
| 5/22/2026 | 41.00 | 20.09 | From office to jobsite and back to office.Odometer readings:143,378-143,419 / Book, Braydon Units |
| 5/22/2026 | 10.00 | 4.90 | On site at EKM airport 104905-104915 / Clawson, Adam Units |
| 5/26/2026 | 79.00 | 38.71 | Drove from South Bend to Elkhart airport. Drove around the jobsite and then returned to back.Odometer readings: 143,419-143,498 / Book, Bradyon Units |
| 5/27/2026 | 88.00 | 43.12 | From South Bend to Elkhart, around the jobsite and back to South BendOdometer readings:143,498-143,586 / Book, Braydon Units |
| 5/28/2026 | 82.00 | 40.18 | From South Bend to Elkhart, around the jobsite and back to South BendOdometer readings:143,586-143,668 / Book, Braydon Units |
| 5/29/2026 | 84.00 | 41.16 | From South Bend to Elkhart and back to South BendOdometer readings:143,668-143,752 / Book, Braydon |
| **Total for Reimb. Exp.** | **645.00** | **316.05** | |
| Total for 0500 | 645.00 | 316.05 | |
| **Total for 745900.0000** | **645.00** | **316.05** | |

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

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Approval of AIP-42 Pay Request for Milestone Contractors for Runway 18/36 pavement project**

Please approve pay request #2 for AIP-42 for the Runway 18/36 pavement project, for Milestone Contractors invoice for $1,224,200.21 for fees related to this project, pending appropriation approval from the common council. Please also approve this payment, and the payment of $537,937.50 that was approved last month to be paid as one-time manual payments in order to have these invoices paid on August 7, 2026 instead of August 26, 2027. This one-time manual payment requests for these two invoices has been approved by the City Controllers office. Please also authorize the board president to sign this document. As stated above, all payments are pending appropriation approval from the common council.

**Please approve pay request for the AIP-42 Runway 18/36 pavement project for the Milestone Contractors invoice in the amount of $1,224,200.21 pending approval from the common council and give authorization for the board president to sign this document. Please also approved this payment and the one from June to be paid as manual claims.**

**Approved as to form and legality.**

KVD

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Sheff attended Via Teams

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

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

# LETTER OF TRANSMITTAL

| | | | |
|---|---|---|---|
| DATE | 7/29/26 | JOB NO. | |
| ATTENTION | Mr. Victor Iniguez | | |
| RE: | Elkhart Municipal Airport | | |
| AIP 3-18-0018-042-2025 | | | |
| Rehabilitate Runway 18-36 Pavement - Construction | | | |
| | | | |

TO

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

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

☐ Shop drawings ☐ Prints ☐ Plans ☐ Sample ☐ Specifications

☐ Copy of letter ☐ Change order ☐

| COPIES | DATE | NO. | DESCRIPTION |
|---|---|---|---|
| 1 | | | Pay Request No. 3 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐

☐ FOR BIDS DUE _____ 20 _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

| |
|---|
| F $1,191,979 |
| S $31,367.86 |
| L $31,367.40 |
| T $1,254,714.26 |
| |
| |

COPY TO Andy Jones, Doug Thorne, Travis Warren

SIGNED: Paul A. Shaffer

Paul Shaffer, P.E.

Vendor: Elkhart Municipal Airport
1211 County Road 6 W
Elkhart, IN 46514

REQUEST OF STATE FUNDS
State Project

Payment No. 3

| | | |
|---|---|---|
| Eligible costs to date | | $1,828,763.19 |
| % of State participation | x | 0.025 |
| State share 2.5% | = $ | 45,719.08 |
| Previous Payment | - $ | 14,351.22 |
| Total Due | = $ | **31,367.86** |

| Payment Request History | | | | |
|---|---|---|---|---|
| Request Number | Request Amount | Date Requested | | Notes |
| 1 | $342.87 | 5/27/2026 | | |
| 2 | $14,008.35 | 6/24/2026 | | |
| 3 | $31,367.86 | 7/29/2026 | | |
| Total | $45,719.08 | | | |

| | | | |
|---|---|---|---|
| | PO Limit | $50,782.61 | 90.03% |
| Unused Balance | | $5,063.53 | |

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

# OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS

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

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

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

FAA

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

3-18-0018-042-2025

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

3

6. EMPLOYER IDENTIFICATION NUMBER

35-6001016

7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER

WKESQNN9VGL7

8. PERIOD COVERED BY THIS REQUEST

From: 06/25/2026 To: 07/29/2026

9. RECIPIENT ORGANIZATION

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

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

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

11. **STATUS OF FUNDS**

| CLASSIFICATION | PROGRAMS (a) | FUNCTIONS (b) | ACTIVITIES (c) | TOTAL |
|---|---|---|---|---|
| a. Administrative expense | $ | $ | $ | $ |
| b. Preliminary expense | | | | |
| c. Land, structures, right-of-way | | | | |
| d. Architectural engineering basic fees | | | | |
| e. Other architectural engineering fees | | | | |
| f. Project inspection fees | 63,125.48 | | | 63,125.48 |
| g. Land development | | | | |
| h. Relocation expense | | | | |
| i. Relocation payments to individuals and businesses | | | | |
| j. Demolition and removal | | | | |
| k. Construction and project improvement cost | 1,762,137.71 | | | 1,762,137.71 |
| l. Equipment | | | | |
| m. Miscellaneous cost | 3,500.00 | | | 3,500.00 |
| n. Total cumulative to date *(sum of lines a thru m)* | 1,828,763.19 | | | 1,828,763.19 |
| o. Deductions for program income | | | | |
| p. Net cumulative to date *(line n minus line o)* | 1,828,763.19 | | | 1,828,763.19 |
| q. Federal share to date | 1,737,325.00 | | | 1,737,325.00 |
| r. Rehabilitation grants (100% reimbursement) | | | | |
| s. Total Federal share *(sum of lines q and r)* | 1,737,325.00 | | | 1,737,325.00 |
| t. Federal payments previously requested | 545,346.00 | | | 545,346.00 |
| u. Amount requested for reimbursement | $ 1,191,979.00 | $ | $ | $ 1,191,979.00 |
| v. Percentage of physical completion of project | 90.00 % | % | % | 90.00 % |

## 12. CERTIFICATION

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

a. RECIPIENT

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | DATE REPORT SUBMITTED |
|---|---|
| | 07/29/2026 |

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Doug Middle Name:

Last Name: Thorne Suffix:

Title: President

TELEPHONE (Area code, number, and extension)

574-264-5217

b. REPRESENTATIVE CERTIFYING TO LINE 11V

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | DATE SIGNED |
|---|---|
| | 07/29/2026 |

TYPED OR PRINTED NAME AND TITLE

Prefix: Mr. First Name: Paul Middle Name:

Last Name: Shaffer Suffix:

Title: Executive VP

TELEPHONE (Area code, number, and extension)

317-713-4615

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | $169,870.00 | | | | | $1,857,934.64 |

# INVOICE

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

www.bfsengr.com

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

June 9, 2026
Invoice No: 112889

Project 745900.0000 REHABILITATE RUNWAY 18-36 PAVEMENT - INSPECTION

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

**Professional Services from May 1, 2026 to May 31, 2026**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| 0101 Project Administration | 22,790.00 | 70.00 | 15,953.00 | 11,395.00 | 4,558.00 |
| 0102 Bid Assistance | 5,110.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0103 Record Drawings | 4,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0501 Construction Observation | 34,400.00 | 70.00 | 24,080.00 | 17,200.00 | 6,880.00 |
| 0502 Final Construction Record | 7,950.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0503 Warranty Inspection | 3,100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 77,450.00 | | 40,033.00 | 28,595.00 | 11,438.00 |

**Total Fee** **11,438.00**

**Total this Phase** **$11,438.00**

0504 - RESIDENT PROJECT REPRESENTATIVE

**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| FIELD PERSONNEL I | | | | |
| Clawson, Adam | 164.00 | 110.00 | 18,040.00 | |
| INTERN I | | | | |
| Book, Braydon | 9.00 | 80.00 | 720.00 | |
| Totals | 173.00 | | 18,760.00 | |
| **Total Labor** | | | | **18,760.00** |

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 18,760.00 | 3,700.00 | 22,460.00 |
| Limit | | | 60,200.00 |
| Remaining | | | 37,740.00 |

**Total this Phase** **$18,760.00**

0505 - THIRD PARTY ACCEPTANCE TESTING

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

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

0506 - TRAVEL

**Other Reimbursable Expenses**

| | | |
|---|---|---|
| Mileage - Project | 316.05 | |
| **Total Other Reimbursable Expenses** | **316.05** | **316.05** |

| **Billing Limits** | **Current** | **Prior** | **To-Date** |
|---|---|---|---|
| Total Billings | 316.05 | 147.00 | 463.05 |
| Limit | | | 3,420.00 |
| Remaining | | | 2,956.95 |

**Total this Phase** **$316.05**

0507 - LEGAL ADVERTISEMENT

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

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

9901 - ADDITIONAL SERVICES

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

**Total this Invoice** **$30,514.05**

**Billings to Date**

| | **Current** | **Prior** | **Total** |
|---|---|---|---|
| Fee | 11,438.00 | 28,595.00 | 40,033.00 |
| Labor | 18,760.00 | 3,700.00 | 22,460.00 |
| Expense | 0.00 | 169.43 | 169.43 |
| Unit | 316.05 | 147.00 | 463.05 |
| **Totals** | **30,514.05** | **32,611.43** | **63,125.48** |

Thank You, Michael W. Eichenauer

Michael Eichenauer

# Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 5/1/2026 through 5/31/2026

| | | Date | Regular Hours | Total Ovt Hrs | Total Hours |
|---|---|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | | | |
| **Phase Number: 0504 RESIDENT PROJECT REPRESENTATIVE** | | | | | |
| 04939 | Book, Braydon | 5/22/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/4/2026 | 12.00 | | 12.00 |
| 15000 | Clawson, Adam | 5/5/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/6/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/7/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/8/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/9/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/11/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/12/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/13/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/14/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/15/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/18/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/19/2026 | 10.00 | | 10.00 |
| 15000 | Clawson, Adam | 5/20/2026 | 11.00 | | 11.00 |
| 15000 | Clawson, Adam | 5/21/2026 | 9.00 | | 9.00 |
| 15000 | Clawson, Adam | 5/22/2026 | 11.00 | | 11.00 |
| **Total for 0504** | | | **173.00** | | **173.00** |
| **Total for 745900.0000** | | | **173.00** | | **173.00** |

# Expense Detail

Thursday, June 11, 2026
9:14:17 AM

Butler, Fairman & Seufert, Inc.

Transactions for 5/1/2026 through 5/31/2026

| Date | Miles | Billing Amount | Full Description |
|---|---|---|---|
| **Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT** | | | |
| **Phase Number: 0500 TRAVEL** | | | |
| **Reimbursable Expenses** | | | |
| **5320.01 Mileage** | | | |
| 5/4/2026 | 57.00 | 27.93 | On site at EKM Airport 104644-104701 / Clawson, Adam Units |
| 5/5/2026 | 59.00 | 28.91 | On site at EKM Airport104701-104760 / Clawson, Adam Units |
| 5/6/2026 | 30.00 | 14.70 | On site at EKM Airport 104760-104790 / Clawson, Adam Units |
| 5/7/2026 | 25.00 | 12.25 | On site at EKM Airport 104790-104815 / Clawson, Adam Units |
| 5/8/2026 | 18.00 | 8.82 | On site at EKM Airport 104815-104833 / Clawson, Adam Units |
| 5/9/2026 | 22.00 | 10.78 | On site at EKM Airport 104833-104855 / Clawson, Adam Units |
| 5/11/2026 | 2.00 | .98 | On site at EKM Airport 104855-105857 / Clawson, Adam Units |
| 5/12/2026 | 2.00 | .98 | On site at EKM Airport 104857-104859 / Clawson, Adam Units |
| 5/13/2026 | 2.00 | .98 | On site at EKM Airport 104859-104861 / Clawson, Adam Units |
| 5/14/2026 | 4.00 | 1.96 | On site at EKM Airport 104861-104865 / Clawson, Adam Units |
| 5/15/2026 | 4.00 | 1.96 | On site at EKM Airport 104865-104869 / Clawson, Adam Units |
| 5/18/2026 | 4.00 | 1.96 | On site at EKM airport 104869-104873 / Clawson, Adam Units |
| 5/19/2026 | 7.00 | 3.43 | On site at EKM airport 104873-104880 / Clawson, Adam Units |
| 5/20/2026 | 11.00 | 5.39 | On site at EKM airport 104880-104891 / Clawson, Adam Units |
| 5/21/2026 | 14.00 | 6.86 | On site at EKM airport 104891-104905 / Clawson, Adam Units |
| 5/22/2026 | 41.00 | 20.09 | From office to jobsite and back to office.Odometer readings:143,378-143,419 / Book, Braydon Units |
| 5/22/2026 | 10.00 | 4.90 | On site at EKM airport 104905-104915 / Clawson, Adam Units |
| 5/26/2026 | 79.00 | 38.71 | Drove from South Bend to Elkhart airport. Drove around the jobsite and then returned to back.Odometer readings: 143,419-143,498 / Book, Bradyon Units |
| 5/27/2026 | 88.00 | 43.12 | From South Bend to Elkhart, around the jobsite and back to South BendOdometer readings:143,498-143,586 / Book, Braydon Units |
| 5/28/2026 | 82.00 | 40.18 | From South Bend to Elkhart, around the jobsite and back to South BendOdometer readings:143,586-143,668 / Book, Braydon Units |
| 5/29/2026 | 84.00 | 41.16 | From South Bend to Elkhart and back to South BendOdometer readings:143,668-143,752 / Book, Braydon |
| **Total for Reimb. Exp.** | **645.00** | **316.05** | |
| **Total for 0500** | **645.00** | **316.05** | |
| **Total for 745900.0000** | **645.00** | **316.05** | |

- Billing, Selected By: Projects, Phases, Tasks with Custom Time Frame Activity

BF&S
CIVIL ENGINEERS

BUTLER, FAIRMAN & SEUFERT, INC.
500 East 96th St., Suite 500
Indianapolis, IN 46240-8302
o.317 713-4615
f.317 713-4616

# LETTER OF TRANSMITTAL

| To: | Date: | BF&S Job Number: |
|---|---|---|
| | 06/23/2026 | 745900 |
| City of Elkhart Board of Aviation Commissioners | Regarding: Rehabilitate Runway 18-36 Pavement<br>AIP No. 3-18-0018-042-2025 | |

| Transmitting Via | | Purpose | |
|---|---|---|---|
| ☐ Mail | ☐ ERMS | ☐ As Requested | ☐ For Your Review and Comment |
| ☐ Carrier | ☐ _____ | ☐ For Your Information | ☐ _____ |

| Quantity: | Doc. Type: | Description / File Name: |
|---|---|---|
| 1 | | Estimate/Invoice No. 2 |

**Remarks:**

Copy: FILE

Jeremy L. Books

# Invoice

**Milestone Contractors, L.P.**
24358 SR 23
South Bend, IN 46614

Date
6/23/2026

**Bill To:**
City of Elkhart Board of Aviation Commissioners
1211 County Road 6 West
Elkhart, IN 46514

Rehabilitate Runway 18-36 Pavement

| DESCRIPTION | AMOUNT |
|---|---|
| Invoice No. 2 - Total | $ 1,288,631.80 |
| Invoice No. 2 - Retainage | $ (64,431.59) |
| Total Due | $ 1,224,200.21 |

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

MILESTONE CONTRACTORS, L.P.

**NUMBER: 2**

PERIOD FROM 05/19/2026

TO 06/18/2026

PROJECT:

**ELKHART MUNICIPAL AIRPORT**
**REHABILITATE RUNWAY 18-36 PAVEMENT**
**AIP 3-18-0018-042-2025**

| ITE | SPEC. REF. | DESCRIPTION | QUANTITIES **THIS ESTIMATE** | TO DATE | UNIT | UNIT PRICE | **AMOUNT** |
|---|---|---|---|---|---|---|---|
| 1 | CE-95-2.1 | Production Staking by Contractor | 1.00 | 1.00 | L.S. | $75,000.00 | $75,000.00 |
| 2 | M-102-2.1-1 | Maintenance of Traffic | 0.50 | 0.90 | L.S. | $124,000.00 | $111,600.00 |
| 3 | C-100 | Contractor Quality Control Program | 1.00 | 1.00 | L.S. | $92,000.00 | $92,000.00 |
| 4 | C-105-2 | Mobilization | 0.75 | 1.00 | L.S. | $180,000.00 | $180,000.00 |
| 5 | P-101-5.2a | Joint and Crack Repair, Type A (Undistru | 14,050.00 | 14,050.00 | L.F. | $3.05 | $42,852.50 |
| 6 | P-101-5.2a | Joint and Crack Repair, Type B | | | L.F. | $47.00 | $0.00 |
| 7 | P-101-5.2b | Joint and Crack Repair, Type C | | 9,433.00 | L.F. | $50.00 | $471,650.00 |
| 8 | P-101-5.6a | Cold Milling - 2.5" | 38,200.00 | 38,200.00 | S.Y. | $3.75 | $143,250.00 |
| 9 | P-401-8.1a | Asphalt Surface Course | 4,104.14 | 4,104.14 | Ton | $103.00 | $422,726.42 |
| 10 | P-401-8.1c | Asphalt Leveling Course | 2,213.24 | 2,213.24 | Ton | $112.00 | $247,882.88 |
| 11 | P-603-5.1 | Emulsified Asphalt Tack Coat | 7,465.00 | 7,465.00 | Gal. | $5.00 | $37,325.00 |
| 12 | P-620-5.2b-1 | Marking, White | | | S.F. | $1.25 | $0.00 |
| 13 | P-620-5.2b-2 | Marking, Yellow | | | S.F. | $1.40 | $0.00 |
| 14 | P-620-5.2b-3 | Marking, Black | | | S.F. | $1.20 | $0.00 |
| 15 | P-620-5.2b-4 | Marking, Red | | | S.F. | $2.00 | $0.00 |
| 16 | P-620-5.3c | Reflective Media, Type I | | | Lbs | $1.25 | $0.00 |
| 17 | P-620-5.4d-1 | Temprary Marking, White | 23,100.00 | 23,100.00 | S.F. | $1.15 | $26,565.00 |
| 18 | P-620-5.4d-2 | Temprary Marking, Yellow | 3,100.00 | 3,100.00 | S.F. | $1.30 | $4,030.00 |
| 19 | T-901-5.1 | Mulched Seeding (Undistrubuted) | | | K.S.I | $128.00 | $0.00 |
| **ADD ALTERNATE BID 1** | | | | | | | |
| 1 | P-621-5.1 | Grooving | | | S.Y. | 2.06 | $0.00 |

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

MILESTONE CONTRACTORS, L.P.

**NUMBER: 2**

PERIOD FROM 05/19/2026

TO 06/18/2026

PROJECT:

**ELKHART MUNICIPAL AIRPORT**
**REHABILITATE RUNWAY 18-36 PAVEMENT**
**AIP 3-18-0018-042-2025**

The certified payrolls for the period covered by this estimate have been submitted & reviewed. The Contractor certifies that the wage rates contained therein are not less than the applicable wage rates in the Federal Davis-Bacon wage determination in the contract documents.

The undersigned Contractor certifies that to the best of the Contractor's knowledge the Work covered by this Payment is Complete in accordance with Contract Documents and all liens on Work from previous Payments have been cleared.

| | |
|---|---|
| AIP TOTAL | $1,854,881.80 |
| NONAIP TOTAL | $0.00 |
| TOTAL | $1,854,881.80 |
| RETAINAGE | ($92,744.09) |
| BALANCE | $1,762,137.71 |
| PREVIOUS PAY | $537,937.50 |
| AMOUNT DUE | $1,224,200.21 |
| RETAIN THIS EST. | ($64,431.59) |

APPROVED CONTRACTOR Kevin L Cleek Date: 6/23/26
MILESTONE CONTRACTORS, L.P.

The Engineer certifies that based on site observations and to the Engineer's best knowledge the Work has satisfactorily progressed in accordance with Contract Documents, and the Contractor is entitled to payment of the amount certified by the Contractor.

APPROVED ENGINEER [signature] Date: 06/23/26
BUTLER, FAIRMAN, & SEUFERT, INC.

APPROVED
CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

Date:

Doug Thorne

07.29.26

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

MILESTONE CONTRACTORS, L.P.

**NUMBER: 2**

PERIOD FROM 05/19/2026

TO 06/18/2026

PROJECT:

**ELKHART MUNICIPAL AIRPORT**
**REHABILITATE RUNWAY 18-36 PAVEMENT**
**AIP 3-18-0018-042-2025**

| ITE | SPEC. REF. | DESCRIPTION | QUANTITIES THIS ESTIMATE | QUANTITIES TO DATE | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|
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| 2 | M-102-2.1-1 | Maintenance of Traffic | 0.50 | 0.90 | L.S. | $124,000.00 | $111,600.00 |
| 3 | C-100 | Contractor Quality Control Program | 1.00 | 1.00 | L.S. | $92,000.00 | $92,000.00 |
| 4 | C-105-2 | Mobilization | 0.75 | 1.00 | L.S. | $180,000.00 | $180,000.00 |
| 5 | P-101-5.2a | Joint and Crack Repair, Type A (Undistru | 14,050.00 | 14,050.00 | L.F. | $3.05 | $42,852.50 |
| 6 | P-101-5.2a | Joint and Crack Repair, Type B | | | L.F. | $47.00 | $0.00 |
| 7 | P-101-5.2b | Joint and Crack Repair, Type C | | 9,433.00 | L.F. | $50.00 | $471,650.00 |
| 8 | P-101-5.6a | Cold Milling - 2.5" | 38,200.00 | 38,200.00 | S.Y. | $3.75 | $143,250.00 |
| 9 | P-401-8.1a | Asphalt Surface Course | 4,104.14 | 4,104.14 | Ton | $103.00 | $422,726.42 |
| 10 | P-401-8.1c | Asphalt Leveling Course | 2,213.24 | 2,213.24 | Ton | $112.00 | $247,882.88 |
| 11 | P-603-5.1 | Emulsified Asphalt Tack Coat | 7,465.00 | 7,465.00 | Gal. | $5.00 | $37,325.00 |
| 12 | P-620-5.2b-1 | Marking, White | | | S.F. | $1.25 | $0.00 |
| 13 | P-620-5.2b-2 | Marking, Yellow | | | S.F. | $1.40 | $0.00 |
| 14 | P-620-5.2b-3 | Marking, Black | | | S.F. | $1.20 | $0.00 |
| 15 | P-620-5.2b-4 | Marking, Red | | | S.F. | $2.00 | $0.00 |
| 16 | P-620-5.3c | Reflective Media, Type I | | | Lbs | $1.25 | $0.00 |
| 17 | P-620-5.4d-1 | Temprary Marking, White | 23,100.00 | 23,100.00 | S.F. | $1.15 | $26,565.00 |
| 18 | P-620-5.4d-2 | Temprary Marking, Yellow | 3,100.00 | 3,100.00 | S.F. | $1.30 | $4,030.00 |
| 19 | T-901-5.1 | Mulched Seeding (Undistrubuted) | | | K.S.I | $128.00 | $0.00 |
| **ADD ALTERNATE BID 1** | | | | | | | |
| 1 | P-621-5.1 | Grooving | | | S.Y. | 2.06 | $0.00 |

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

# CONTRACTOR'S PROGRESS ESTIMATE

MILESTONE CONTRACTORS, L.P.

**NUMBER: 2**

PERIOD FROM 05/19/2026

TO 06/18/2026

PROJECT:

**ELKHART MUNICIPAL AIRPORT**
**REHABILITATE RUNWAY 18-36 PAVEMENT**
**AIP 3-18-0018-042-2025**

The certified payrolls for the period covered by this estimate have been submitted & reviewed. The Contractor certifies that the wage rates contained therein are not less than the applicable wage rates in the Federal Davis-Bacon wage determination in the contract documents.

The undersigned Contractor certifies that to the best of the Contractor's knowledge the Work covered by this Payment is Complete in accordance with Contract Documents and all liens on Work from previous Payments have been cleared.

| | |
|---|---|
| AIP TOTAL | $1,854,881.80 |
| NONAIP TOTAL | $0.00 |
| TOTAL | $1,854,881.80 |
| RETAINAGE | ($92,744.09) |
| BALANCE | $1,762,137.71 |
| PREVIOUS PAY | $537,937.50 |
| AMOUNT DUE | $1,224,200.21 |
| RETAIN THIS EST. | ($64,431.59) |

APPROVED CONTRACTOR Kevin L Clark Date: 6/23/26
MILESTONE CONTRACTORS, L.P.

The Engineer certifies that based on site observations and to the Engineer's best knowledge the Work has satisfactorily progressed in accordance with Contract Documents, and the Contractor is entitled to payment of the amount certified by the Contractor.

APPROVED ENGINEER Jerry A Beals Date: 06/23/26
BUTLER, FAIRMAN, & SEUFERT, INC.

APPROVED
CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS Date: 07.29.26

Doug Thorne

BUTLER, FAIRMAN & SEUFERT, INC.
500 East 96th St., Suite 500
Indianapolis, IN 46240-8302
o.317 713-4615
f.317 713-4616

CIVIL ENGINEERS

# LETTER OF TRANSMITTAL

| To: | Date: | BF&S Job Number: |
|---|---|---|
| City of Elkhart Board of Aviation Commissioners | 06/23/2026 | 745900 |

**Regarding:**
Rehabilitate Runway 18-36 Pavement
AIP No. 3-18-0018-042-2025

| Transmitting Via | | Purpose | |
|---|---|---|---|
| ☐ Mail | ☐ ERMS | ☐ As Requested | ☐ For Your Review and Comment |
| ☐ Carrier | ☐ _____ | ☐ For Your Information | ☐ _____ |

| Quantity: | Doc. Type: | Description / File Name: |
|---|---|---|
| 1 | | Estimate/Invoice No. 2 |

**Remarks:**

Copy: FILE

Jeremy L. Books

# Invoice

**Milestone Contractors, L.P.**
24358 SR 23
South Bend, IN 46614

Date
6/23/2026

**Bill To:**
City of Elkhart Board of Aviation Commissioners
1211 County Road 6 West
Elkhart, IN 46514

Rehabilitate Runway 18-36 Pavement

| DESCRIPTION | AMOUNT |
|---|---|
| Invoice No. 2 - Total | $ 1,288,631.80 |
| Invoice No. 2 - Retainage | $ (64,431.59) |
| Total Due | $ 1,224,200.21 |

City of Elkhart, Indiana
the city with a heart

# MEMORANDUM

**DATE:** 07/29/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Approval of AIP-44, Runway 27 Pay Request For BF&S Invoice**

Please approve the pay request for AIP-44 for the Runway 27 approach protection, acquire avigation easements, parcels 67 & 77-85 project, for Butler, Fairman & Seufert (BF&S) Invoice for $1,350.00 for professional services fees. Please also authorize the board president to sign this document.

**Please approve the pay request for AIP-44 for the Runway 27 approach protection, acquire avigation easements, parcels 67 & 77-85 project, for Butler, Fairman & Seufert (BF&S) Invoice for $1,350.00 for professional services fees. Please also authorize the board president to sign this document.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff attended Via Teams (RS)

Approved as to form and legality

KD

# INVOICE

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

www.bfsengr.com

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

June 11, 2026
Invoice No: 112984

Project 766600.0000 RUNWAY 27 APPROACH PROTECTION, ACQUIRE AVIGATION EASEMENTS PARCELS 67 & 77-85

For engineering services performed in connection with the Runway 27 Approach Protection Avigation Easement Acquisition for Parcels 67 and 77-85. In accordance with the Agreement dated March 25, 2026.

**Professional Services from March 25, 2026 to May 31, 2026**

**Fee**

| Billing Phase | Fee | Percent Complete | Earned | Previous Fee Billing | Current Fee Billing |
|---|---|---|---|---|---|
| 0101 Project Administration | 13,500.00 | 10.00 | 1,350.00 | 0.00 | 1,350.00 |
| 0102 CatEx | 2,250.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0601 Legal Descriptions | 10,800.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0103 Avigation Easement Documents | 7,200.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0104 ALP Exhibit A Property Map Update | 3,000.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 36,750.00 | | 1,350.00 | 0.00 | 1,350.00 |

**Total Fee** **1,350.00**

**Total this Phase** **$1,350.00**

0105 - APPRAISALS

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 40,500.00 |
| Remaining | | | 40,500.00 |

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

0106 - REVIEW APPRAISALS

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 31,500.00 |
| Remaining | | | 31,500.00 |

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

0107 - TITLE SEARCH

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 2,250.00 |
| Remaining | | | 2,250.00 |

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

0108 - RECORDING FEES

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 900.00 |
| Remaining | | | 900.00 |

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

0109 - LEGAL SERVICES

| Billing Limits | Current | Prior | To-Date |
|---|---|---|---|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 59,400.00 |
| Remaining | | | 59,400.00 |

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

9901 - ADDITIONAL SERVICES

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

**Total this Invoice** **$1,350.00**

**Billings to Date**

| | Current | Prior | Total |
|---|---|---|---|
| Fee | 1,350.00 | 0.00 | 1,350.00 |
| **Totals** | **1,350.00** | **0.00** | **1,350.00** |

Thank You,

Michael D. Eichenauer

Michael Eichenauer

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

# MEMORANDUM

**DATE:** **07/29/26**

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **INDOT Pavement Maintenance Grant**

The Airport Director requests the BOAC to consider ratifying the application and submission of a INDOT 2026 Pavement Maintenance Grant for procurement of crack sealing and painting on Taxiways A, B, D, all Connectors, N. Ramp, and the Ralph Beam Memorial Parking Lot. The scope additionally includes repainting all of the surface markings not included as part of the runways 18/36, 9/27 projects. This is a 75% INDOT/25% Local payment program with INDOT allowing up to $100,000 in grant funds with a $33,000 local payment (total $133,000). The Airport Director also requests BOAC approval for the Butler, Fairman & Seufert (BF&S) professional services fees of $12,000 to administer the grant, with all of the above pending legal approval.

**Please consider ratifying the application for the INDOT Pavement Maintenance Grant & approve the BF&S professional services fees for grant administration, and approve the board president to sign any relevant documents, pending legal approval.**

Thank you,

Andy Jones

Andy Jones
Airport Director

**Approved as to form and legality.**

KD

Date 07.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff attended Via Teams (KS)

# PRE-APPROVAL DOCUMENT FOR AIRPORT MAINTENANCE GRANT PROGRAM

State Form 9900376
Indiana Department of Transportation

**Description:** This form allows the INDOT - Office of Aviation to review and approve the eligibility of a project before the airport solicits quotes or bids. After review, an Office of Aviation staff member will reach out with approval/denial of submitted project. Please reference the program guidelines for this grant program for eligible items/areas covered by this program. Please submit a general exhibit showing the location of the project with this form. Please submit form to Michael Buening, PE at mbuening@indot.in.gov or Travis Warren at twarren@indot.in.gov.

Airport Name:

Elkhart Municipal Airport

Date:

7/13/26

Project Description/Scope:

The scope of work includes reimbursement of crack sealing completed April/March of 2026 (see invoices attached for reference) for TW Alpha, Bravo, Delta, and Ralph Bean Memorial parking lot. The northerly concrete GA terminal apron was not crack sealed therefore not apart of the reimbursement scope. The scope additionally includes repainting all markings including all Surface Painted Hold Signs (SPHS) and Instrument Landing System Marking (ILS) on Taxiways Alpha, Bravo, Delta (only SPHS 27 others are covered by the RW 18-36 project). See exhibit attached of project limits as well as award of quote package, crack sealing agreement with contractor, BOAC approved crack sealing scope, and invoice from the contractor for crack sealing work.

Project Justification:

Pavement condition prior to crack repair (Reimbursement scope): Crack repair was completed in April/March of 2026 for TW A, B, and D where the pavement had deteriorated well below critical PCI levels. The following is the characteristics of the pavement prior to crack sealing. Elkhart airport was inspected in 2023 and given taxiway PCI values. TW B averaged 64 with connector PCI's average of 55, TW A average at 36, and TW D average of 38. Some connector sections of TW B such as 27 (TWB6EH-13) and 43 (TWB1EH-33) had much lower PCIs then the average. Predicted 2026 PCI values were as follows TW B average of 45, TW A at 25, and TW D average of 28. See attached PCI value inspected and predicted data. Aerial view and PCI values clearly illustrate cracks prior to sealing. Taxiways A, B, and D needed maintenance to persevere quality, reduce water infiltration and further degradation of asphalt and sub grade.

Construction Scope: Aerial view illustrates heavily faded reflective media on Taxiways A, B, D, and T markings on the concrete GA terminal apron. To meet FAA standards and maintain proper aerial navigation remarking is necessary.

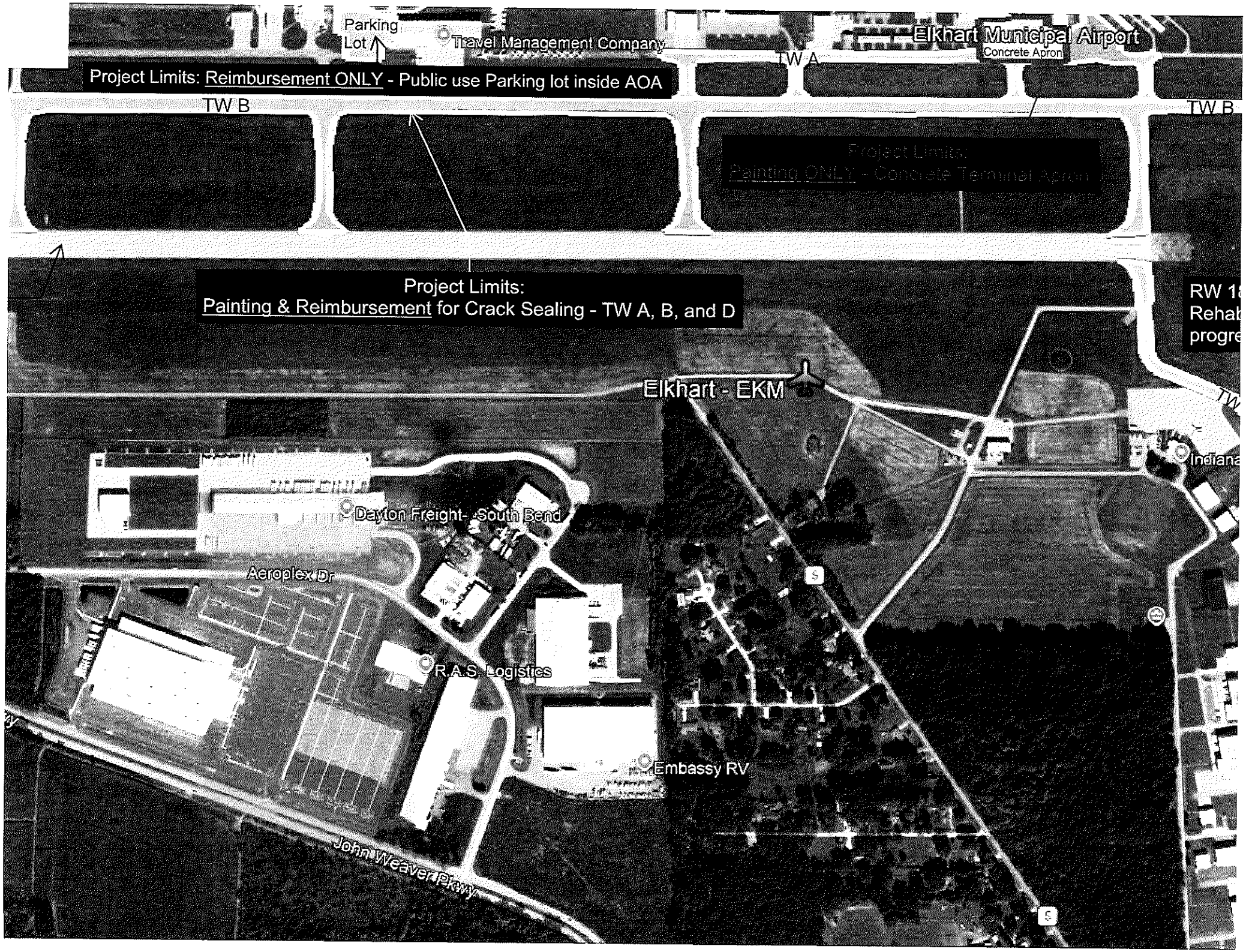
Upcoming Federal Funding (runways only): Runways have an approved CIP and federal funding for rehabilitation in fiscal year 2031. Runway 9-27 was rehabilitated with concrete and crack repair with federal funds a few years ago. RW 18-36 is currently being rehabilitated in July 2026 thus taxiways A,B,D, and the concrete terminal apron remain a priority. This project scope does not include blast pads of either runways.

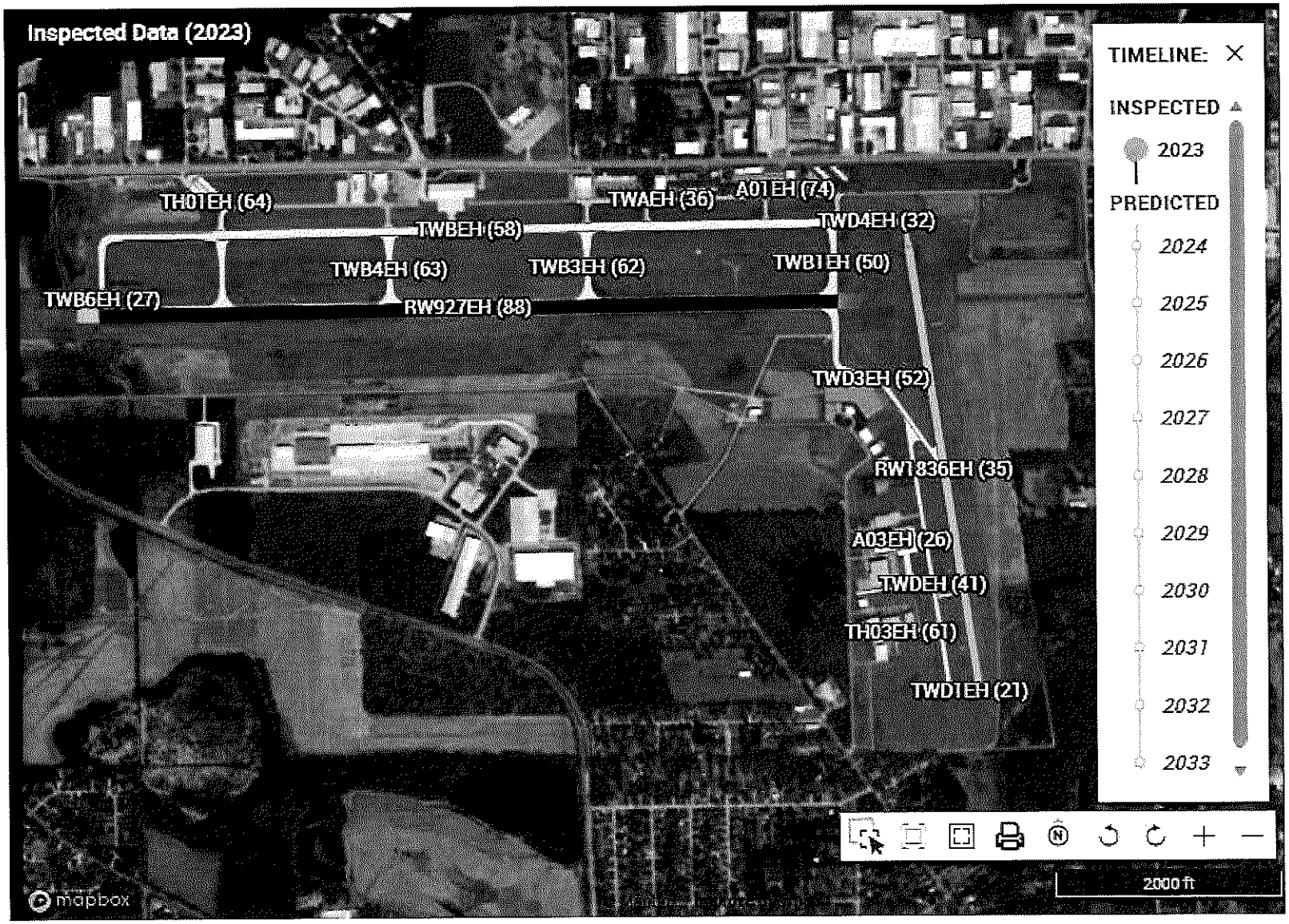
Estimated Cost:

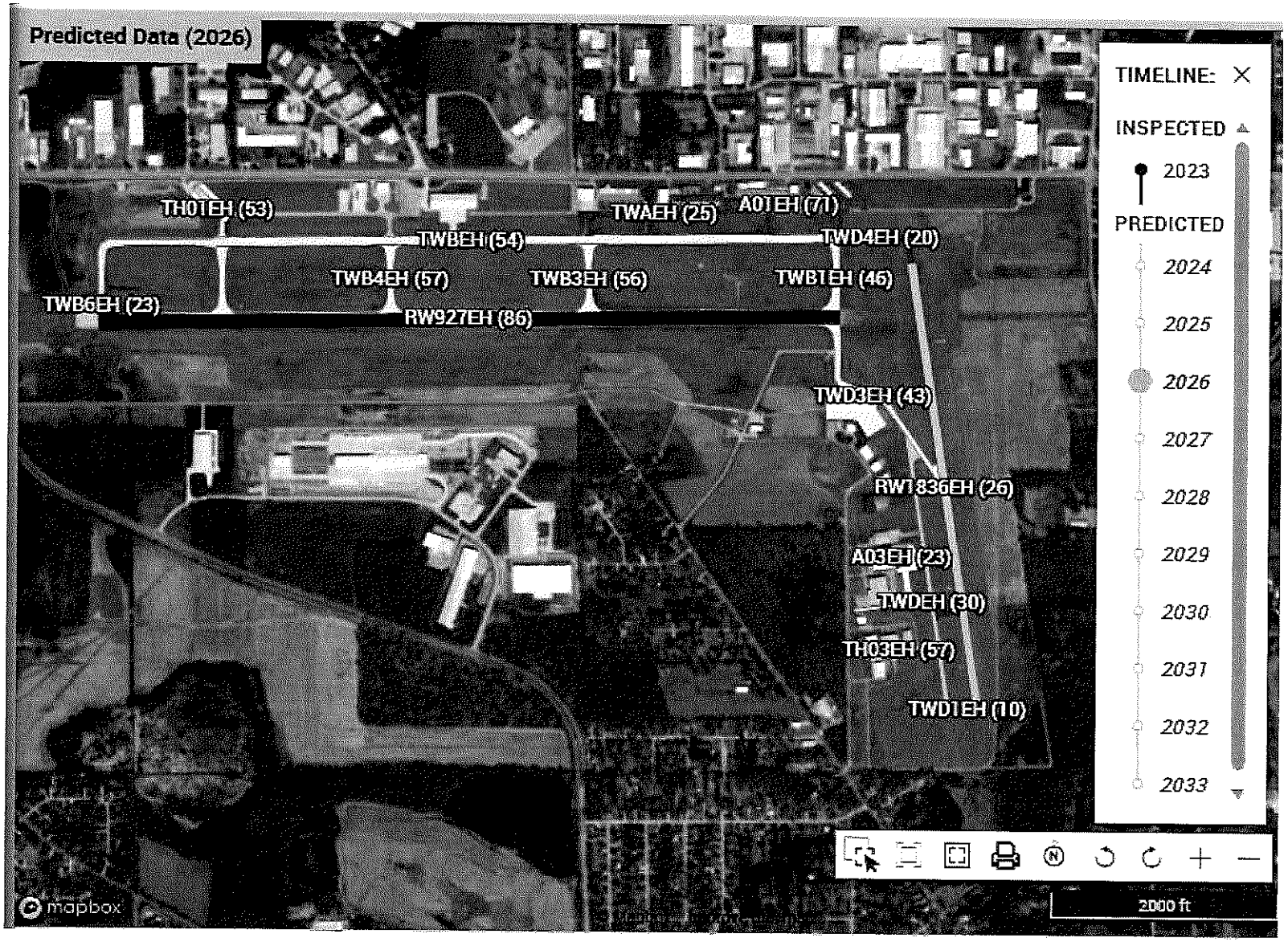
$57,225.65 - Est. Cost for Painting ; $76,480 - Reimbursement Exact Amount from Quote Package

Submitted by:

Andy Jones - Executive Director


Parking Lot
Travel Management Company
Elkhart Municipal Airport
Concrete Apron
TW A
Project Limits: Reimbursement ONLY - Public use Parking lot inside AOA
TW B
TW B
Project Limits:
Painting ONLY - Concrete Terminal Apron
Project Limits:
Painting & Reimbursement for Crack Sealing - TW A, B, and D
RW 1
Rehab
progre
Elkhart - EKM
Indiana
Dayton Freight - South Bend
Aeroplex Dr
R.A.S. Logistics
Embassy RV
John Weaver Pkwy


Inspected Data (2023)
TIMELINE:
INSPECTED
2023
PREDICTED
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
TH01EH (64)
TWAEH (36)
A01EH (74)
TWBEH (58)
TWD4EH (32)
TWB4EH (63)
TWB3EH (62)
TWB1EH (50)
TWB6EH (27)
RW927EH (88)
TWD3EH (52)
RW1836EH (35)
A03EH (26)
TWDEH (41)
TH03EH (61)
TWD1EH (21)
2000 ft
mapbox


Predicted Data (2026)
TIMELINE:
INSPECTED
2023
PREDICTED
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
TH01EH (53)
TWAEH (25)
A01EH (71)
TWBEH (54)
TWD4EH (20)
TWB4EH (57)
TWB3EH (56)
TWB1EH (46)
TWB6EH (23)
RW927EH (86)
TWD3EH (43)
RW1836EH (26)
A03EH (23)
TWDEH (30)
TH03EH (57)
TWD1EH (10)
mapbox
2000 ft

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

# MEMORANDUM

**DATE:** 03/25/26

**TO:** The Board of Aviation Commissioners

**FROM:** Andy Jones, Airport Director

**RE:** **Request approval to solicit quotes and approve quote specifications for crack sealing repairs of the taxiways**

The Airport Director requests approval to solicit quotes AND approve quote specifications for the purpose of sealing cracks on the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot near Wheels Up. The funds for this project were included in the 2026 Aviation budget.

**Please approve solicitation of quotes AND quote specifications for crack sealing of the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot. The funds for this project were included in the 2026 Aviation budget.**

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality
KD

Date 03.25.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce P. Skrainer

Tom Shoff via M. Teams (RS)

# City of Elkhart

Aviation Department

Contractor name
Attn: name
Street address
City state zip

Date: April 2026

RE: Crack Sealing of Airport Taxiways, Connectors & Parking Lot

## NOTICE TO QUOTERS of QUOTE SPECS

**The City of Elkhart, Indiana Aviation Department will receive sealed quotes at 1211 CR 6W for the following project:**

**Crack Sealing of Alpha, Bravo & Delta taxiways, and event parking lot located at Elkhart Municipal Airport (EKM), 1211 CR 6W, Elkhart, IN 46514**

***Scope of work to be completed:***

**CRACKSEAL SCOPE:**
All cracks to be filled are cleaned/blown out using air compressor. Cracks are then filled using hot tar designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. Tar should be resistant to tracking at elevated temperatures and remains flexible down to -15 degrees Request that tar meets ASTIM 3405 specifications and is ideal for roads, highways, taxiways.

**TAXIWAYS, PARKING LOT & APPROXIMATE LINEAR FEET OF CRACKING:**

| *TAXIWAY:* | *LINEAR FEET:* |
|---|---|
| BRAVO | 45,405 |
| BRAVO 1 | 1680 |
| BRAVO 2 | 3094 |
| BRAVO 3 | 3770 |
| BRAVO 4 | 4500 |
| BRAVO 5 | 3450 |
| ALPHA 1 | 1209 |
| DELTA | 25,155 |
| DELTA 1 | 2675 |
| DELTA 2 | 1500 |
| DELTA 3 | 2710 |
| EVENT PARKING LOT | 2640 |

Project notes and warranty info.

1. Project cleanliness: Keep job-site neat and clean and dispose of all debris created during project on a daily basis.
2. Communication: Keep proper radio communication with air traffic control tower when the tour is staffed, and aircraft during hours when tower is closed.
3. Change Order Policy: Contractor will not perform any work outside the scope set forth in the quote without a written change order signed by the customer.
4. Estimated Total Project Time Span: One week "contingent on the weather".

Quotes will be accepted during the hours of 8:00 AM to 3:00 PM Mon-Fri. The deadline for receiving quotes will be 1PM on April 8, 2026. PLEASE CALL OUR OFFICE BEFORE BRINGING QUOTES 574-264-5217 OR 574-903-4815.

Quotes are to be submitted in a sealed envelope to the ELKHART MUNICIPAL AIRPORT, FIRST FLOOR ADMINISTRATION BUILDING, 1211 CR 6W, ELKHART, IN 46514. Write the words "Airport Crack Sealing" on the outside of the envelope. All quotes received by the deadline will be opened at 4:00 PM on April 29, 2026 during the Board of Aviation Commissioners (BOAC) meeting which will take place at The Elkhart Municipal Airport, first floor administration building, 1211 CR 6W, Elkhart, IN 46514. The quotes will be assigned to staff for review and a recommendation to award the quote from the most responsive quoter will be made by the BOAC on the same date of April 29, 2026. Any quote received after the deadline, will be returned to the quoter unopened.

**Contact: Rick Johnson, Airport Maintenance Supervisor to schedule a time to visit the site prior to quoting.**

**574-361-2123**

**Rick.johnson@cityofelkhartin.gov**

Sincerely,

Andy Jones

Andy Jones

Elkhart Municipal Airport Director

1211 Co. Rd. 6 W.

Elkhart, In. 46514

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 venders 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

KD

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 04.29.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D. Shreiner

Tom Shoff - Teams (KS)

Updated Quote

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

# Estimate

ASPHALT RESTORATION SERVICES

| ADDRESS |
|---|
| Elkhart Municipal Airport<br>1211 CR 6<br>Elkhart, Indiana |

| ESTIMATE # | DATE |
|---|---|
| 3884 | 03/03/2026 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **CRACKSEAL - Roadway/Highway**<br>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**<br>Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking | 45,405 | 0.70 | 31,783.50 |
| **CRACKSEAL**<br>Bravo 1 - Approximately 1680 Linear Feet of Cracking | 1,680 | 1.00 | 1,680.00 |
| **CRACKSEAL**<br>Bravo 2 - Approximately 3094 Linear Feet of Cracking | 3,094 | 1.00 | 3,094.00 |
| **CRACKSEAL**<br>Bravo 3 - Approximately 3770 Linear Feet of Cracking | 3,770 | 1.00 | 3,770.00 |
| **CRACKSEAL**<br>Bravo 4 - Approximately 4500 Linear Feet of Cracking | 4,500 | 1.00 | 4,500.00 |
| **CRACKSEAL**<br>Bravo 5 - Approximately 3450 Linear Feet of Cracking | 3,450 | 1.00 | 3,450.00 |
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| **CRACKSEAL**<br>Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking | 25,155 | 0.70 | 17,608.50 |
| **CRACKSEAL**<br>Delta 1 - Approximately 2675 Linear Feet of Cracking | 2,675 | 1.00 | 2,675.00 |
| **CRACKSEAL**<br>Delta 2 - Approximately 1500 Linear Feet of Cracking | 1,500 | 1.00 | 1,500.00 |
| **CRACKSEAL**<br>Delta 3 - Approximately 2710 Linear Feet of Cracking | 2,710 | 1.00 | 2,710.00 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **CRACKSEAL**<br>Event Parking Lot Approximately 2640 Linear Feet of Cracking | 2,640 | 0.9469697 | 2,500.00 |
| **TERMS & CONDITIONS**<br>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.<br>2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above.<br>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

Doug Thorne
BOAC President

Accepted Date 04.29.26

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

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
Bruce E. Shreiner

Tom Shoff - Teams (KB)

# 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

ASPHALT RESTORATION SERVICES

ADDRESS
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

| ESTIMATE # | DATE |
|---|---|
| 3684 | 03/03/2026 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **CRACKSEAL - Roadway/Highway**<br>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**<br>Bravo Taxi Way - Approximately 45,405 Linear Feet of Cracking | 45,405 | 0.70 | 31,783.50 |
| **CRACKSEAL**<br>Bravo 1 - Approximately 1680 Linear Feet of Cracking | 1,680 | 1.00 | 1,680.00 |
| **CRACKSEAL**<br>Bravo 2 - Approximately 3094 Linear Feet of Cracking | 3,094 | 1.00 | 3,094.00 |
| **CRACKSEAL**<br>Bravo 3 - Approximately 3770 Linear Feet of Cracking | 3,770 | 1.00 | 3,770.00 |
| **CRACKSEAL**<br>Bravo 4 - Approximately 4500 Linear Feet of Cracking | 4,500 | 1.00 | 4,500.00 |
| **CRACKSEAL**<br>Bravo 5 - Approximately 3450 Linear Feet of Cracking | 3,450 | 1.00 | 3,450.00 |
| **CRACKSEAL**<br>Alpha 1 - Approximately 1209 Linear Feet of Cracking | 1,209 | 1.00 | 1,209.00 |
| **CRACKSEAL**<br>Delta Taxi Way - Approximately 25,155 Linear Feet of Cracking | 25,155 | 0.70 | 17,608.50 |
| **CRACKSEAL**<br>Delta 1 - Approximately 2675 Linear Feet of Cracking | 2,675 | 1.00 | 2,675.00 |
| **CRACKSEAL**<br>Delta 2 - Approximately 1500 Linear Feet of Cracking | 1,500 | 1.00 | 1,500.00 |
| **CRACKSEAL**<br>Delta 3 - Approximately 2710 Linear Feet of Cracking | 2,710 | 1.00 | 2,710.00 |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| **CRACKSEAL**<br>Event Parking Lot Approximately 2640 Linear Feet of Cracking | 2,640 | 0.9469697 | 2,500.00 |
| **TERMS & CONDITIONS**<br>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.<br>2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above.<br>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

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

# Invoice

ASPHALT RESTORATION SERVICES

BILL TO
Elkhart Municipal Airport
1211 CR 6
Elkhart, Indiana

| INVOICE # | DATE | TOTAL DUE | DUE DATE | TERMS | ENCLOSED |
|---|---|---|---|---|---|
| 5940 | 07/06/2026 | $76,480.00 | 07/07/2026 | Due on receipt | |

P.O. NUMBER
26-00325

| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| CRACKSEAL - Roadway/Highway<br>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 |
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| ACTIVITY | QTY | RATE | AMOUNT |
|---|---|---|---|
| CRACKSEAL<br>Delta 3 - Approximately 2710 Linear Feet of Cracking | 2,710 | 1.00 | 2,710.00 |
| CRACKSEAL<br>Event Parking Lot Approximately 2640 Linear Feet of Cracking | 2,640 | 0.9469697 | 2,500.00 |
| TERMS & CONDITIONS<br>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.<br>2. Bid bond, performance bond, permits, general fees are not included in the price(s) shown above.<br>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.

BALANCE DUE $76,480.00

THANK YOU FOR YOUR BUSINESS!! WE GREATLY APPRECIATE IT!!

## Ways to pay

BANK

View and pay

# Cost Estimate
## Elkhart Municipal Airport
## Taxiway A, B, D & Concrete GA Terminal Apron Markings

Engineer's Estimate

| ITEM NO. | SPEC. REF. | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|---|
| | | East Apron | | | | |
| 1 | C-105 | Mobilization (10% Max. of Total Bid) | L.S. | 1 | $4,200.00 | $4,200.00 |
| 2 | M-102-2.1-1 | Maintenance of Traffic | L.S. | 1 | $3,500.00 | $3,500.00 |
| 3 | P-620-5.2b | Marking, Yellow | S.F. | 15,803 | $0.90 | $14,222.70 |
| 4 | P-620-5.2b | Markings, Red | S.F. | 878 | $1.15 | $1,009.70 |
| 5 | P-620-5.2b | Markings, Black | S.F. | 28,197 | $0.90 | $25,377.30 |
| 6 | P-620-5.2b | Markings, White | S.F. | 305 | $1.15 | $350.75 |
| 7 | P-620-5.3c | Reflective Media, Type I | LBS | 971 | $1.20 | $1,165.20 |
| | | | | | Total | $49,825.65 |

BF&S - Quote Package Prep, Obtain Quotes, Inspect Work $ 7,400.00

**All in** **$57,225.65**

Butler Fairman Seufert
CIVIL ENGINEERS

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

## ACTION ITEMS FOR BOAC MEETING

1) Motion to approve New Tech Progress Estimate 10, in the amount of $105,494.53 including the Final Retainage Release, Affidavit Final Waiver of Lien, and Final Acceptance.
2) Motion to approve AIP-42 Partial Pay Request 3 for the Rehabilitate Runway 18-36 Pavement Construction in the amount of $1,254,714.26 (FAA $1,191,979, State $31,367.86, Local $31,367.40) covers BF&S Invoice 112889 and Milestone Progress Estimate No. 2. – Pending final reading of the City Council appropriation on 7/27/26
3) Motion to approve AIP-42, BF&S invoice 112889 in the amount of $30,514.05 -Pending final reading of the City Council appropriation on 7/27/26
4) Motion to approve AIP-42, Milestone Progress Estimate No. 2 in the amount of $1,224,200.21 - Pending final reading of the City Council appropriation on 7/27/26
5) Motion to approve BF&S invoice 112984 in the amount of $1,350.00-for the Runway 27 Approach Protection.

## ACTIVE GRANT SUMMARY

- 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 100% complete with a remaining balance of $0.
- 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 100% Complete with a balance of $0
- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total $2,031,304.21. FAA $1,929,739.00, Sate $50,782.00, Local $50,783.00, Grant is now 90.03% Complete with a balance of $202,541.45
- AIP 3-18-0018-043 "T-Hangar and Taxilanes" Phase 4 – Total $305,998.95, FAA $290,699.00, State $7,649.97, Local $7,649.98. Grant is now 100% Complete with a balance of $0

## BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
   - Milestone is complete except for grooving and final paint which has to wait for the asphalt to cure for 30 days.

2. T-hangar/Taxilane design project.
   - The project is substantially complete.
   - Final pay applications are being held until the punch list is satisfied.
   - The final walk through with INDOT took place on 6/16/26
   - Approval of closeout documents this meeting

3. Runway 9-27 Joint Rehabilitation project
   - The joint sealing is complete.
   - The RWY 9-27 repainting work is pending reschedule currently.

4. Land Acquisition for Runway 27 Approach Protection.
   - Easement document for Roberts is complete.
   - The appraisal process has started for Roberts

5. INDOT State/Local Program – now live! See additional below.

- $100,000 state $ limit (total project is $133,333.33) 75%/25%
- Up to 15% of total project for consultant fees
- Pre-approval was received from INDOT on 6/12/26 for the Taxiway B Crack Sealing and Painting; preapproval form as submitted is attached
- Applications – Accepted starting 7/15/26 – We need to solicit quotes.
- Application Deadline – 12/31/26

# BOARD OF AVIATION COMMISSIONERS MEETING

*CALL TO ORDER*

I'M CALLING THE BOARD OF AVIATION COMMISSIONERS MEETING TO ORDER FOR JULY 29, 2026 AT 4PM

*BOAC ATTENDANCE ROLL CALL*

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

*APPROVAL OF TODAY'S AGENDA*

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

*PREVIOUS MEETING MINUTES*

DO WE HAVE A MOTION TO APPROVE THE MINUTES FROM THE JUNE 24, 2026 BOAC MEETING?
DO WE HAVE A SECOND MOTION?
ARE THERE ARE QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE MINUTES FROM THE JUNE 24, 2026 BOAC MEETING PASSES

*CLAIMS*

DO WE HAVE A MOTION TO APPROVE THE CLAIMS & ALLOWANCES DOCKET IN THE AMOUNT OF $202,015.70, AS PRINTED ON 07/24/26 at 9:54 AM, AND CONSISTING OF 5 PAGES?
DO WE HAVE A SECOND MOTION?
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE
THE MOTION TO APPROVE THE CLAIMS IN THE AMOUNT OF $202,015.70 PASSES.

LET'S MOVE ON TO THE AIRPORT DIRECTOR'S REPORT

*NEW BUSINESS*

THE FIRST ITEM ON THE AGENDA IS THE RATIFICATION OF T-HANGAR LEASES 1 THRU 69 THAT HAVE BEEN UPDATED WITH RENT INCREASES
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE OFFICE BUILDING UPDATED LEASE AGREEMENTS TO REFLECT RENT INCREASES
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA ARE LOTS 17, 18, 19 CORRECTED ADDRESSES & LEASE AGREEMENTS
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE T-HANGAR 60 NEW LEASE RATIFICATION
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE AIP-40 RETAINAGE INVOICE TO NEW TECH IN THE AMOUNT OF $105,494.53 AND THE FINAL ACCEPTANCE LETTER
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY OR PAUL, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE AIP-42, BF&S INVOICE IN THE AMOUNT OF $30,514.05, PENDING APPROPRIATION APPROVAL FROM THE COMMON COUNCIL
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY OR PAUL, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE AIP-42, MILESTONE CONTRACTORS INVOICE IN THE AMOUNT OF $1,224,200.21, PENDING APPROPRIATION APPROVAL FROM THE COMMON COUNCIL AND APPROVAL FOR THIS INVOICE, AND THE INVOICE APPROVED LAST MONTH IN THE AMOUNT OF $537,937.50 TO BE PAID IN A MANUAL CLAIMS PACKET FOR PAYMENT POST DATE OF AUGUST 7, 2026
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY OR PAUL, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE NEXT ITEM ON THE AGENDA IS THE AIP-44, BF&S INVOICE IN THE AMOUNT OF $1,350.00
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY OR PAUL, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

THE LAST ITEM ON THE AGENDA IS THE INDOT AIRPORT MAINTENANCE GRANT PROGRAM RATIFICATION AND APPROVAL FOR BF&S TO PROVIDE GRANT ADMINISTRATION SERVICES
DO WE HAVE A MOTION?
DO WE HAVE A SECOND?
ANDY OR PAUL, PLEASE EXPLAIN THIS AGENDA ITEM
ARE THERE ANY QUESTIONS?
KAREN, PLEASE DO A ROLL CALL VOTE

NEXT I'LL OPEN COMMENTS FOR PRIVILEGE OF THE FLOOR

DO WE HAVE A MOTION TO ADJOURN?
DO WE HAVE A SECOND?
MEETING TO ADJOURN PASSES
MEETING IS ADJOURNED AT _____PM