



BOARD OF AVIATION COMMISSIONERS
Wednesday, September 30, 2026
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AMENDED AGENDA

1. ROLL CALL

2. APPROVAL OF AGENDA

3. Approval of Minutes: August 26, 2026

4. Approval of Claims:

5. Airport Manager's Report:

6. New Business:

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

a. T-Hangar 71 new lease ratification.

b. Tower Operations Agreement for FAA contract tower.

c. AIP-42, Runway 18/36 BF&S Invoice, \$31,867.03.

d. AIP-42, Runway 18/36 Milestone Invoice, \$79,851.85.

e. AIP-42, Runway 18/36 Milestone change order invoice,
\$129,536.74.

f. AIP-42, Runway 18/36 Certificate of Substantial
Completion.

g. AIP-42, Runway 18/36 Supplemental Agreement.

h. Runway 9/27 Joint Replacement Interstate Sealant
invoice, \$84,588.55 & Certificate of Substantial
Completion.

7. Privilege of the Floor

8. Adjournment

9. **NEXT REGULAR BOAC MEETING 10/28/26 4:00 p.m.**



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- b. Indiana Flight Center lease agreement.
- c. Tower Operations Agreement for FAA contract tower.
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- g. AIP-42, Runway 18/36 Certificate of Substantial Completion.
- h. AIP-42, Runway 18/36 Supplemental Agreement.
- i. Runway 9/27 Joint Replacement Interstate Sealant invoice, \$84,588.55 & Certificate of Substantial Completion.

7. Privilege of the Floor

8. Adjournment

9. NEXT REGULAR BOAC MEETING 10/28/26 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

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Eric Ivory, Secretary, Term

03.25.26 to 12.31.26

City of Elkhart
Board of Aviation Commissioners Meeting
August 26, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:10 pm on Wednesday, August 26, 2026, at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were Andy Jones, Karen Shaw, Councilman Dwight Fish, Ryan Sherwood, Kevin Davis & Councilman Brent Curry.

Roll Call: Roll was called. Commissioners Doug Thorne, Bruce Shreiner, Tom Shoff & Eric Ivory were all present. 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 Minutes:

Mr. Shreiner made a MOTION to approve the minutes of the July 29, 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 \$1,905,565.33 as printed on 08.21.26 at 1:28 PM and consisting of 5 pages. Mr. Shoff SECONDED. There being no further discussion, the motion to approve July 29, 2026 claims PASSED unanimously.

Airport Manager's Report:

Andy thanked everyone for attending the ribbon cutting event for the new T-Hangar building and Runway Rehabilitation projects that occurred just prior to today's meeting. He added his appreciation for the support of the BOAC, Mayor's office, City Council, and city Redevelopment Commission.

New Business:

Mr. Thorne advised the first item under New Business is the T-Hangar 12 new lease ratification. Andy advised that current tenant Marty King will be moving from T-Hangar 23 to T-Hangar 12 starting September 1, 2026. 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. Andy requests the board ratify his signature on the lease. Mr. Ivory made a MOTION to ratify Andy's signature on the new T-Hangar 12 lease. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the Airport Donation Expenditure. Andy requests approval from the board to purchase light refreshments for the ribbon cutting event with Aviation donation funds. Andy further advised the amount spent was \$514.02. Mr. Ivory made a MOTION to approve the airport donation expenditure in the amount of \$514.02. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the AIP-42, Runway 18/36 Butler, Fairman & Seufert (BF&S) invoice in the amount of \$33,602.49. Andy advised this is for payment under a previously approved agreement between the BOAC and Butler Fairman & Seifert for services associated with the Runway 18/36 pavement project. Mr. Ivory made a MOTION to approve AIP-42, Runway 18/36 invoice

City of Elkhart
Board of Aviation Commissioners Meeting
August 26, 2026

in the amount of \$33,602.49 invoice and to authorize the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is the Runway 9/27 Joint Rehabilitation Project, BF&S invoice in the amount of \$3,230.00. Andy advised this is for payment under a previously approved agreement between the BOAC, city Redevelopment Commission, and Butler Fairman & Seifert, for professional services fees associated with the Runway 9/27 Joint Rehabilitation project. Andy requests BOAC approval for payment from the Aeroplex TIF fund for this invoice. Mr. Shreiner made a MOTION to approve this Aeroplex TIF fund pay request in the amount of \$3,230.00 and for the board president to sign the corresponding documents. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:

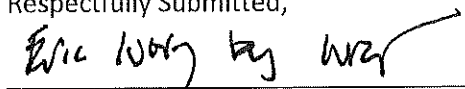
Mr. Thorne opened comments. Councilman Brent Curry thanked Andy and the airport for a successful ribbon cutting event for the new T-Hangar building and Runway projects; and advised he especially enjoyed the historic and rare runway tour.

Adjournment:

Mr. Ivory made a MOTION to adjourn. Mr. Shreiner SECONDED. There being no further discussion, the meeting was ADJOURNED at 4:20 PM.

Next regular BOAC meeting is scheduled for Wednesday, September 30, 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

09.30.26

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.

September 28th, 2026 Kristie Wendorf
KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$47,597.49 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 30TH DAY OF SEPTEMBER 2026 BY:

PRESIDENT

WDG
DOUG THORNE

VICE PRESIDENT

Bruce P. Shreiner
BRUCE SHREINER

SECRETARY

Absent
ERIC IVORY

TREASURER

Attended Meeting via Microsoft Teams (BS)
TOM SHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

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PRESIDENT

DOUG THORNE

VICE PRESIDENT

BRUCE SHREINER

SECRETARY

ERIC IVORY

TREASURER

TOM SHOFF

ENTERED
SS

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE DOUG THORNE



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4210500 - Office Supplies					
Amazon Capital Services Inc	1N44-J6LF-4QYT	09/30/2026	Supplies for Op & Office	2206-5-201-4210500	75.99
ExpObject 4210500 - Office Supplies Total:					75.99
ExpObject: 4220150 - Operating Supplies					
CDW LLC	AK4CH7W	09/30/2026	Cyberbox surge protector for	2206-5-201-4220150	227.95
CDW LLC	AK4EP9R	09/30/2026	TV for BOAC Teams meetings	2206-5-201-4220150	678.89
Amazon Capital Services Inc	1HV1-3VMR-3NN1-1	09/30/2026	Operating supplies	2206-5-201-4220150	389.35
4Imprint, Inc	32071411	09/30/2026	Balsa gliders for airport event	2206-5-201-4220150	671.29
Amazon Capital Services Inc	1PMK-HC3W-6KH1	09/30/2026	Refund on inv 1HV1-3VMR-3N	2206-5-201-4220150	-19.99
Amazon Capital Services Inc	1N44-J6LF-4QYT	09/30/2026	Supplies for Op & Office	2206-5-201-4220150	447.76
Osburn Associates, Inc.	INV22391	09/30/2026	Metal hangar ID signs	2206-5-201-4220150	368.58
NEW AGE TELECOM, INC	S0561	09/30/2026	Security camera	2206-5-201-4220150	2,348.45
Menard, INC	9401	09/30/2026	Op supplies for airfield	2206-5-201-4220150	68.94
Menard, INC	09637	09/30/2026	Op & household supplies	2206-5-201-4220150	120.72
Menard, INC	09684	09/30/2026	Op supplies for pilot's lounge	2206-5-201-4220150	111.68
ExpObject 4220150 - Operating Supplies Total:					5,413.62
ExpObject: 4220210 - Gasoline					
Franger Gas Company Inc	535687	09/30/2026	Propane fuel for maint dept	2206-5-201-4220210	27.00
Franger Gas Company Inc	538017	09/30/2026	Propane fuel for maint dept	2206-5-201-4220210	29.70
ExpObject 4220210 - Gasoline Total:					56.70
ExpObject: 4220250 - Garage & Motor Supplies					
Menard, INC	7994	09/30/2026	Supplies for other garage/mol	2206-5-201-4220250	26.44
ExpObject 4220250 - Garage & Motor Supplies Total:					26.44
ExpObject: 4220310 - Household, Laundry, & Cleaning					
Menard, INC	8831	09/30/2026	Janitorial supplies	2206-5-201-4220310	95.16
Menard, INC	8967	09/30/2026	Janitorial supplies	2206-5-201-4220310	60.04
Menard, INC	09637	09/30/2026	Op & household supplies	2206-5-201-4220310	22.98
ExpObject 4220310 - Household, Laundry, & Cleaning Total:					178.18
ExpObject: 4220311 - Clothing & Outerwear					
Perla J Flores	2533	09/30/2026	Safety shirts/sweatshirts for	2206-5-201-4220311	829.50
ExpObject 4220311 - Clothing & Outerwear Total:					829.50
ExpObject: 4230110 - Building Materials					
Menard, INC	8063	09/30/2026	Bldg materials	2206-5-201-4230110	73.99
Menard, INC	8552	09/30/2026	Bldg materials	2206-5-201-4230110	39.99
Menard, INC	8845	09/30/2026	Bldg materials	2206-5-201-4230110	32.97
Menard, INC	9282	09/30/2026	Bldg materials electrical box	2206-5-201-4230110	19.91
ExpObject 4230110 - Building Materials Total:					166.86
ExpObject: 4230300 - Small Tools & Minor Equipment					
RIGG'S MOWERS & MORE, IN	1493135	09/30/2026	Small tools for maint dept	2206-5-201-4230300	28.83
Menard, INC	8993	09/30/2026	Small tools for maint dept	2206-5-201-4230300	16.99
Menard, INC	9232	09/30/2026	Small tools for maint dept	2206-5-201-4230300	109.99
Menard, INC	9360	09/30/2026	Small tools for maint dept	2206-5-201-4230300	46.56
RUNNING SUPPLY, INC	1337559	09/30/2026	Sm tools-chain for removing t	2206-5-201-4230300	45.99
Menard, INC	09782	09/30/2026	Sm tools for maint dept	2206-5-201-4230300	160.92
ExpObject 4230300 - Small Tools & Minor Equipment Total:					409.28
ExpObject: 4320300 - Travel					
Karen Shaw	INV001986G	09/30/2026	Mileage reimb for mail/meeti	2206-5-201-4320300	48.03
ExpObject 4320300 - Travel Total:					48.03
ExpObject: 4360100 - Repairs & Maintenance					
Griffen Plumbing & Heating In	SRVCE098152	09/30/2026	Griffen HVAC plan for airport	2206-5-201-4360100	3,822.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PATRICK ROSE	7787	09/30/2026	Svc call ATC door lock	2206-5-201-4360100	150.00
ExpObject 4360100 - Repairs & Maintenance Total:					3,972.00
ExpObject: 4360400 - Maintenance Contracts					
Cintas Corp.	4280121320	09/30/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Hawkins Water Tech, Inc.	1078166	09/30/2026	Cooler Rent maint contract	2206-5-201-4360400	12.50
Cintas Corp.	4280742417	09/30/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Cintas Corp.	9388160850	09/30/2026	Eyewash service agreement	2206-5-201-4360400	99.18
Ricoh USA, Inc	5073771996	09/30/2026	Copy contract Aug 2026	2206-5-201-4360400	5.26
Cintas Corp #2 - First Aid & Sa	5357967511	09/30/2026	1st aid kit refills contract	2206-5-201-4360400	10.98
Cintas Corp.	4281567974	09/30/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Hawkins Water Tech, Inc.	92926TP	09/30/2026	Water delivery contract for m	2206-5-201-4360400	15.80
Cintas Corp.	4282399940	09/30/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
Cintas Corp.	4283162926	09/30/2026	Uniform cleaning contract	2206-5-201-4360400	30.00
ExpObject 4360400 - Maintenance Contracts Total:					293.72
ExpObject: 4390900 - Other Services & Charges					
Elkhart County	11457	09/30/2026	Landfill service	2206-5-201-4390900	12.50
CS Innovations, LLC	16010	09/30/2026	Port toilet service at kayak lau	2206-5-201-4390900	165.00
ExpObject 4390900 - Other Services & Charges Total:					177.50
Fund 2206 - AVIATION Total:					11,647.82
Fund: 4500 - AVIATION FEDERAL					
ExpObject: 4390900 - Other Services & Charges					
Butler, Fairman And Seufert In	113705	09/30/2026	ALP-42 prof svcs fees for Runw	4500-5-210-4390900	31,867.03
ExpObject 4390900 - Other Services & Charges Total:					31,867.03
Fund 4500 - AVIATION FEDERAL Total:					31,867.03
Grand Total:					43,514.85

Fund Summary

Fund	Expense Amount
2206 - AVIATION	11,647.82
4500 - AVIATION FEDERAL	31,867.03
Grand Total:	43,514.85

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	75.99
2206-5-201-4220150	Operating Supplies	5,413.62
2206-5-201-4220210	Gasoline	56.70
2206-5-201-4220250	Other Garage & Motor S	26.44
2206-5-201-4220310	Household, Laundry, & C	178.18
2206-5-201-4220311	Clothing & Outerwear	829.50
2206-5-201-4230110	Building Materials	166.86
2206-5-201-4230300	Small Tools & Minor Equ	409.28
2206-5-201-4320300	Travel	48.03
2206-5-201-4360100	Repairs & Maint - Bldg	3,972.00
2206-5-201-4360400	Maintenance Contract	293.72
2206-5-201-4390900	Other Services & Charge	177.50
4500-5-210-4390900	Other Services & Charge	31,867.03
Grand Total:		43,514.85

Project Account Summary

Project Account Key	Expense Amount
None	43,514.85
Grand Total:	43,514.85



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Payment Dates 8/22/2026 - 9/27/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4320400 - Telephone & Communication					
AT&T Mobility II LLC	287360643281X08192026	08/28/2026	287360643281 229 S. 2nd St	2206-5-201-4320400	30.08
Comcast Cable	INV0019426	09/11/2026	8771402050907961 1211 C	2206-5-201-4320400	211.97
AT&T Mobility II LLC	287360643281X09192026	09/25/2026	287360643281 229 S. 2nd St	2206-5-201-4320400	30.08
ExpObject 4320400 - Telephone & Communication Total:					272.13
ExpObject: 4350100 - Electricity					
Indiana Michigan Power Com	INV0018975	08/28/2026	04240948119 1211 County	2206-5-201-4350100	3,370.70
ExpObject 4350100 - Electricity Total:					3,370.70
ExpObject: 4350200 - Natural Gas					
Northern Indiana Public Servi	INV0019425	09/11/2026	7375580016 1211 County R	2206-5-201-4350200	67.00
Northern Indiana Public Servi	INV0019427	09/11/2026	6440000093 1211 CR 6W	2206-5-201-4350200	208.23
ExpObject 4350200 - Natural Gas Total:					275.23
ExpObject: 4350400 - Water & Sewer					
Elkhart Public Utilities	INV0019305	09/11/2026	1203336003 1211 W County	2206-5-201-4350400	75.79
Elkhart Public Utilities	INV0019306	09/11/2026	1203335600 1139 W County	2206-5-201-4350400	74.44
Elkhart Public Utilities	INV0019307	09/11/2026	1203335800 1205 W County	2206-5-201-4350400	14.35
ExpObject 4350400 - Water & Sewer Total:					164.58
Fund 2206 - AVIATION Total:					4,082.64
Grand Total:					4,082.64

EFax- 09.25.26- \$4.47

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	4,082.64
Grand Total:	4,082.64

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	272.13
2206-5-201-4350100	Electricity	3,370.70
2206-5-201-4350200	Natural Gas	275.23
2206-5-201-4350400	Water & Sewer	164.58
Grand Total:		4,082.64

Project Account Summary

Project Account Key	Payment Amount
None	4,082.64
Grand Total:	4,082.64

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Ratify Airport Director's Signature on T-Hangar 71 lease

The Elkhart Municipal Airport has rented T-Hangar 71 to new tenant Wayne Barrier effective September 1, 2026. Mr. Barrier will soon be purchasing a Cessna 182. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,



Andy Jones
Airport Director

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

Date 09.30.26
Approved by City of Elkhart
Board of Aviation Commissioners


Tom Shoff via Teams (KB)

T-HANGAR LEASE AGREEMENT

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

WITNESSETH THAT:

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

Make Cessna Model 182 Registration Number

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

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

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

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

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

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

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

EXHIBIT A

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

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

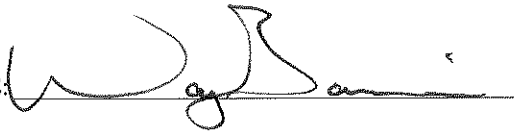
- 1) Removal, installation, and repair of landing gear tires.
- 2) Replacing elastic shock absorber cords on landing gear.
- 3) Servicing landing gear shock struts by adding oil, air, or both.
- 4) Servicing landing gear wheel bearings, such as cleaning and greasing.
- 5) Replacing defective safety wiring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

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

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

Billing Address: Wayne Barrier
65563 Union Rd
Cassopolis, MI 49031

LESSEE SIGNATURE:



Phone #: 574-621-8233

LESSOR
Airport Manager

By:



Printed Name: Andy Jones

BOAC Member:

Ratified at 09.30.26 BOAC Meeting

Email: wbc8233@yahoo.com

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



City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Air Traffic Control Tower application process for FAA Contract Tower, Tower Operations Agreement (TOA)

At the May 27, 2026 Board of Aviation Commissioners (BOAC) meeting, The Airport Director introduced starting the application process for the Elkhart Municipal Airport's Air Traffic Control Tower (ATCT) to join the FAA Contract Tower (FCT) Program. The FCT Program provides safe, efficient & cost-effective ATC services at approximately 50% of the controlled airports throughout the United States. At the May meeting the BOAC approved the Memorandum of Understanding (MOU) portion of this process. The next step is the Tower Operations Agreement (TOA). The TOA sets forth the terms under which the FAA will provide air traffic control services to the Elkhart Municipal Airport (EKM). I ask the BOAC to approve the TOU and authorize the board president to sign the document pending legal approval.

Please approve the Tower Operations Agreement, which is the next step in the process for EKM's air traffic control tower to join the FAA contract tower program. Please also authorize the board president to sign the document pending legal approval.

Thank you,

Andy Jones

Andy Jones

Airport Director

Date 09-30-26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce J. Shreves
Tom Shaff via Trams (RS)

Approved as to form and legality

KD

**AIR TRAFFIC CONTROL TOWER OPERATIONS AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)**

AND

Elkhart Municipal Airport

I. PARTIES

This Air Traffic Control Tower Operations Agreement (TOA) (hereinafter "Agreement"), is hereby made and entered into this _____ day of _____, 20____ by and between the Federal Aviation Administration ("FAA") Elkhart Municipal Airport("Airport Sponsor") (collectively known as the "Parties").

II. SCOPE

The purpose of this Memorandum of Understanding (MOU) between the FAA and the Airport Sponsor is to set forth the terms under which the FAA will provide air traffic control (ATC) services to the Airport Sponsor at *(Elkhart Municipal Airport)* ("Airport"), located in *(Elkhart, Indiana)*. This Agreement replaces and supersedes any prior TOA signed by the parties.

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. Roles and responsibilities of the FAA.

The FAA shall provide ATC services at the Airport, by way of a contractual agreement between the FAA and an air traffic control services provider of the FAA's choice, in accordance with standards established by the FAA, subject to the availability of funds.

The tower hours of operation will be (Mon-Fri 7am to 9pm. Sat & Sun Noon to 8pm).

The FAA reserves the right to adjust those hours in accordance with applicable FAA standards, regulations and policy.

The FAA/ATC contractor will collect hourly and daily traffic count data during tower operating hours.

The FAA will maintain all FAA-owned equipment installed in the tower.

The FAA will conduct annual occupational safety and health inspections, for any FCT that is an FAA employee's duty station.

The FAA will conduct periodic security inspections based upon the criteria identified in FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed Non-Disclosure Agreement (NDA) will be required to receive a copy of the Order.)

B. Roles and responsibilities of the Airport Sponsor.

The Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable state and local codes, standards and regulations.

In the absence of applicable state and local codes, standards, and regulations, the Airport Sponsor shall provide and maintain, at no expense to the FAA, an Airport Traffic Control Tower (ATCT) that meets all applicable Federal codes, standards and regulations.

The Airport Sponsor shall provide, maintain, and replace, at no expense to the FAA, all non-FAA-owned tower equipment required by the Minimum Equipment and Facilities List (MEL).

The Airport Sponsor shall provide and continually maintain all utilities and services, including but not limited to: heating, air conditioning, electrical, water, gas and sewer. The Airport Sponsor shall maintain janitorial services (to include washing tower cab windows and shades, interior and exterior, when necessary).

The Airport Sponsor shall be responsible for the proper and continued functioning of all equipment that the FAA determines is necessary for ATC operations, including that which cannot be placed in operation or otherwise controlled from the ATCT building or that is not otherwise within the control of the FAA, its agents, representatives or contractors. Examples include, but are not limited to airport lighting, windsock, obstruction lights, rotating beacon, etc.

The Airport Sponsor is responsible for ensuring security and controlled access to the tower is established and maintained in accordance with FAA Order 1600.69, as may be amended. Relevant portions of the Order will be provided to Airport Sponsors. (A Signed NDA will be required to receive a copy of the Order.)

The Airport Sponsor agrees to enter into a Letter of Agreement (LOA) with the ATC service provider's local representative specifically for the purpose of providing an airport point of contact and procedures to follow to ensure a timely response to requests concerning equipment, security or building problems.

In accordance with FAA Order JO 7210.3, as revised, other Letters of Agreement may be necessary for topics such as airport emergency service, control of vehicular traffic on airport movement areas, operation of airport lighting, local procedures and reporting airport conditions. However, the terms and conditions

set forth in this Agreement or the FAA Contract Tower (FCT) contract cannot be waived or superseded by such local agreements.

IV. BENEFIT/COST RATIOS CONSIDERATION

Statue dictates how often and under what conditions FAA recalculates benefit/cost ratios to determine the percentage of funds for which the FAA and the airport are responsible. The FAA currently provides full funding for sites with a benefit/cost ratio of 1.0 or greater. Fully funded sites whose benefit/cost ratio decreases to less than 1.0 will be offered the opportunity to participate in the FCT Cost Share Program.

V. SUPPLEMENTAL HOURS

If the Airport Sponsor requests ATC services outside of FAA approved tower hours of operation, the provision of such additional services shall be at the expense of the Airport Sponsor. These supplemental hours of operation may be achieved through an agreement with the air traffic control services provider, supplemental agreement with the FAA, or by other authorized means.

VI. POINTS OF CONTACT

Airport Sponsor

Michael Judd -ATC Supervisor– Work: 574-264-9000

Andy Jones – Airport Director – Work: 574-264-5217

FCT Program Implementation Manager

FCT Program Manager

Cell #5
Redacted
For Scan

VII. CHANGES AND/OR MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by both parties. The modification shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

VIII. TERMINATION

The Airport Sponsor agrees that notwithstanding any other provisions of this TOA, the FAA's ability to provide contract ATC service is contingent upon the appropriation of adequate funds. If adequate annual appropriations are not provided, the FAA may terminate this Agreement without penalty.

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least Ninety (90) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations, which might require payment.

IX. TERM OF THE AGREEMENT

This Agreement shall automatically renew annually on the effective date unless terminated by either of the parties in writing, as provided herein.

X. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the Director of Operations- Headquarters (AJT-2) will resolve the dispute. The decision of the Director of Operations-Headquarters is not subject to further administrative review and, to the extent permitted by law, is final and binding.

XI. INSURANCE

The Airport Sponsor shall arrange by insurance or otherwise for the full protection of the Airport Sponsor from and against all liability to third parties arising out of, or related to, the performance of this Agreement to the extent permitted by law. *(If necessary, Airport Sponsor may insert a description of any State laws that apply here.)*

XII. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Airport Sponsor, its employees or contractors, or any third party acting on its behalf. The Airport Sponsor agrees to hold the FAA harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with the Airport Sponsor's performance under this Agreement.

XIII. LEGAL AUTHORITY

This "other transaction" MOU is entered into under the authority of 49 U.S.C. §§ 106 (f)(2)(A) and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary. This MOU is not a Memorandum of Agreement, procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

XIV. CIVIL RIGHTS ACT

The Airport Sponsor shall comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and, if requested, provide a certification to that effect.

XV. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this MOU.

XVI. FUNDING

No funds are obligated under this MOU. Each party shall bear the full cost it incurs in performing, managing, and administering its responsibilities under this MOU.

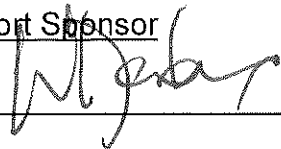
XVII. CONSTRUCTION

Parties agree to exercise good faith in achieving the goals of this MOU; this means that the Government will adopt and perform the above delineated roles and responsibilities and will provide air traffic control services for the above designated airport sponsor at the designated location. The Airport Sponsor also agrees to adopt and perform the above delineated roles and responsibilities. Neither party is authorized or empowered to act on behalf of the other with regard to any matter, and neither party shall be bound by the acts or conduct of the other in connection with any activity under this MOU. This provision shall survive termination of this MOU. The undersigned TOA holder affirms that this MOU is entered knowingly and voluntarily.

The FAA reserves the right to withdraw FAA funding for ATC services from Airport Sponsors that do not comply with the terms of this agreement.

AGREED:

Airport Sponsor

BY:  _____

TITLE: Board of Aviation

Commissioners President

Doug Thorne

DATE: 09.30.26 _____

Federal Aviation Administration

BY: _____

TITLE: _____

DATE: _____

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	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 # 113705 for \$31,867.03 for professional services relating to inspection fees for this project. Please also authorize the board president to sign this document.

Please approve the pay request for the AIP-42 Runway 18/36 pavement project for BF&S invoice in the amount of \$31,867.03 and give authorization for the board president to sign this document.

Thank you,

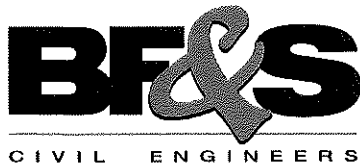

Andy Jones
Airport Director

Approved as to form and legality.



Date 09.30.26
Approved by City of Elkhart
Board of Aviation Commissioners


Bruce D. Schreiner
Tom Shoff via Teams (RS)



Order Approved By The
Airport Director
AIP-42 Firs

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

August 12, 2026
Invoice No: 113705

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 July 1, 2026 to July 31, 2026
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0101 Project Administration	22,790.00	90.00	20,511.00	20,511.00	0.00
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	90.00	30,960.00	30,960.00	0.00
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		51,471.00	51,471.00	0.00
Total Fee					0.00

Total this Phase 0.00

0504 - RESIDENT PROJECT REPRESENTATIVE

Professional Personnel

	Hours	Rate	Amount
FIELD PERSONNEL I			
Clawson, Adam	48.00	110.00	5,280.00
INTERN I			
Book, Braydon	117.00	80.00	9,360.00
Totals	165.00		14,640.00
Total Labor			14,640.00

Billing Limits	Current	Prior	To-Date
Total Billings	14,640.00	43,840.00	58,480.00
Limit			60,200.00
Remaining			1,720.00

Total this Phase \$14,640.00

0505 - THIRD PARTY ACCEPTANCE TESTING

Consultants

7NT Engineering, LLC.			
5/31/2026	7NT Engineering, LLC.	Services through May 31, 2026	5,676.60
6/30/2026	7NT Engineering, LLC.	Services through June 30, 2026	11,146.18
Total Consultants			16,822.78

16,822.78

✓

Project	745900.0000	REHAB RUNWAY 18-36 PAVEMENT INSPECT	Invoice	I13705
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Billing Limits	Current	Prior	To-Date	
Total Billings	16,822.78	0.00	16,822.78	
Limit			28,000.00	
Remaining			11,177.22	
			Total this Phase	\$16,822.78

0506 - TRAVEL

Reimbursable Expenses

Mileage			23.52	
Total Reimbursables			23.52	23.52

Other Reimbursable Expenses

Mileage - Project			380.73	
Total Other Reimbursable Expenses			380.73	380.73

Billing Limits	Current	Prior	To-Date	
Total Billings	404.25	1,247.54	1,651.79	
Limit			3,420.00	
Remaining			1,768.21	
			Total this Phase	\$404.25

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	\$31,867.03

Billings to Date

	Current	Prior	Total
Fee	0.00	51,471.00	51,471.00
Labor	14,640.00	43,840.00	58,480.00
Consultant	16,822.78	0.00	16,822.78
Expense	23.52	489.89	513.41
Unit	380.73	927.08	1,307.81
Totals	31,867.03	96,727.97	128,595.00

Thank You,

Michael D. Eichenauer

Michael Eichenauer

Labor Detail

Butler, Fairman & Seufert, Inc.

Transactions for 7/1/2026 through 7/31/2026

		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	7/1/2026	12.00		12.00
04939	Book, Braydon	7/2/2026	8.00		8.00
04939	Book, Braydon	7/6/2026	8.00		8.00
04939	Book, Braydon	7/7/2026	11.50		11.50
04939	Book, Braydon	7/8/2026	11.00		11.00
04939	Book, Braydon	7/9/2026	10.00		10.00
04939	Book, Braydon	7/10/2026	10.50		10.50
04939	Book, Braydon	7/13/2026	10.00		10.00
04939	Book, Braydon	7/14/2026	10.00		10.00
04939	Book, Braydon	7/15/2026	9.50		9.50
04939	Book, Braydon	7/16/2026	8.50		8.50
04939	Book, Braydon	7/17/2026	8.00		8.00
15000	Clawson, Adam	7/1/2026	1.00		1.00
15000	Clawson, Adam	7/2/2026	4.00		4.00
15000	Clawson, Adam	7/6/2026	3.00		3.00
15000	Clawson, Adam	7/7/2026	8.00		8.00
15000	Clawson, Adam	7/8/2026	3.00		3.00
15000	Clawson, Adam	7/9/2026	3.00		3.00
15000	Clawson, Adam	7/10/2026	5.00		5.00
15000	Clawson, Adam	7/13/2026	1.00		1.00
15000	Clawson, Adam	7/15/2026	2.00		2.00
15000	Clawson, Adam	7/16/2026	2.00		2.00
15000	Clawson, Adam	7/17/2026	2.00		2.00
15000	Clawson, Adam	7/20/2026	2.00		2.00
15000	Clawson, Adam	7/21/2026	2.00		2.00
15000	Clawson, Adam	7/22/2026	2.00		2.00
15000	Clawson, Adam	7/23/2026	2.00		2.00
15000	Clawson, Adam	7/24/2026	2.00		2.00
15000	Clawson, Adam	7/27/2026	2.00		2.00
15000	Clawson, Adam	7/28/2026	2.00		2.00
Total for 0504			165.00		165.00
Total for 745900.0000			165.00		165.00

Expense Detail

Butler, Fairman & Seufert, Inc.

Transactions for 7/1/2026 through 7/31/2026

Date	Miles	Billing Full Amount Description
Project Number: 745900.0000 REHAB RUNWAY 18-36 PAVEMENT INSPECT		
Reimbursable Expenses		
5320.03 Mileage		
7/8/2026	48.00	23.52 Honeycutt, Jack
7/11/2026	97.00	47.53 Odometer reading:144,943-145,040 / Book, Braydon Units
7/12/2026	36.00	17.64 Odometer reading:145,040-145,076 / Book, Braydon Units
7/16/2026	44.00	21.56 odometer Reading:145,076-145,120 / Book, Braydon Units
7/17/2026	70.00	34.30 Odometer Reading:145,120-145,190 / Book, Braydon Units
7/18/2026	105.00	51.45 Odometer Reading:145,190-145,295 / Book, Braydon Units
7/19/2026	71.00	34.79 Odometer Reading:145,295-145,366 / Book, Braydon Units
7/10/2026	71.00	34.79 Odometer reading:145,366-145,437 / Book, Braydon Units
7/13/2026	35.00	17.15 Odometer Readings:145,437-145,472 / Book, Braydon Units
7/14/2026	73.00	35.77 Odometer Readings:145,472-145,545 / Book, Braydon Units
7/15/2026	85.00	41.65 Odometer Readings:145,545-145,630 / Book, Braydon Units
7/16/2026	35.00	17.15 Odometer Readings:145,630-145,665 / Book, Braydon Units
7/17/2026	55.00	26.95 Odometer Readings:145,665-145,720 / Book, Braydon Units
Total for 5320.03	825.00	404.25
Total for 0506	825.00	404.25
Total for 745900.0000	825.00	404.25

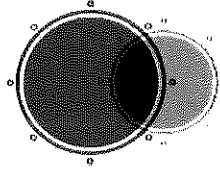
Job No.: 745900

Descrip: Elkhart Airport Rehab Runway 18-36

Approved: Jeremy Books

Date: 07/24/2026

Comment: Phase 0505 Acceptance Testing



7NT

***.7nteng.com

Butler, Fairman & Seufert, Inc.
500 E. 96th Street, Suite 500
Indianapolis, Indiana 46240

Please Remit Payment To:

7NT

3090 South Tech Blvd
Miamisburg, OH 45342

Project: Rehabilitation for Runway 18-36
Location: Elkhart Municipal Airport, Indiana
Client Job No.:
PO No.:

Invoice No.: 11979
Billing Date: 5/31/2026
Job No.: T906-IN

PROFESSIONAL SERVICES

REPORT#	DATE	EMPLOYEE	ACTIVITY	UNITS	UNIT PRICE	AMOUNT
	5/4/2026		Asphalt Plant Technician	10.00	\$ 115.00	\$ 1,150.00
	5/4/2026		Mileage	560.00	\$ 0.73	\$ 408.80
	5/28/2026		Asphalt Inspector	14.00	\$ 107.00	\$ 1,498.00
	5/28/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	5/29/2026		Asphalt Inspector	14.50	\$ 107.00	\$ 1,551.50
	5/29/2026		Mileage	480.00	\$ 0.73	\$ 350.40
RPT.RVV.	5/29/2026		Laboratory Manager	2.50	\$ 147.00	\$ 367.50

LABORATORY AND ADDITIONAL SERVICES

REPORT#	DATE	ACTIVITY	UNITS	UNIT PRICE	AMOUNT
---------	------	----------	-------	------------	--------

TOTAL INVOICE DUE	\$	5,676.60
PREVIOUS MONTH TOTAL	\$	-
BILLED TO DATE	\$	5,676.60
REMAINING CONTRACT	\$	22,323.40

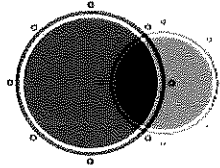
Job No.: 745900

Descrip: Elkhart Airport Rehab Ruway 18-36

Approved: Jeremy Books

Date: 07/24/2026

Comment: Phase 0505 Acceptance Testing



7NT

***.7nteng.com

Butler, Fairman & Seufert, Inc.
500 E. 96th Street, Suite 500
Indianapolis, Indiana 46240

Please Remit Payment To:

7NT

3090 South Tech Blvd
 Miamisburg, OH 45342

Project: Rehabilitation for Runway 18-36
Location: Elkhart Municipal Airport, Indiana
Client Job No.:
PO No.:

Invoice No.: 12067
Billing Date: 6/30/2026
Job No.: T906-IN

PROFESSIONAL SERVICES

REPORT#	DATE	EMPLOYEE	ACTIVITY	UNITS	UNIT PRICE	AMOUNT
	6/1/2026		Asphalt Inspector	8.25	\$ 107.00	\$ 882.75
	6/1/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	6/2/2026		Asphalt Inspector	12.00	\$ 107.00	\$ 1,284.00
	6/2/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	6/3/2026		Asphalt Inspector	12.00	\$ 107.00	\$ 1,284.00
	6/3/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	6/4/2026		Asphalt Inspector	7.75	\$ 107.00	\$ 829.25
	6/4/2026		Asphalt Inspector-OT	4.25	\$ 160.50	\$ 682.13
	6/4/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	6/5/2026		Asphalt Inspector-OT	9.50	\$ 160.50	\$ 1,524.75
	6/5/2026		Mileage	480.00	\$ 0.73	\$ 350.40
	6/8/2026		Asphalt Plant Inspector	11.50	\$ 115.00	\$ 1,322.50
	6/8/2026		Mileage	560.00	\$ 0.73	\$ 408.80
RPT.RVV.	6/9/2026		Laboratory Manager	8.00	\$ 147.00	\$ 1,176.00

LABORATORY AND ADDITIONAL SERVICES

REPORT#	DATE	ACTIVITY	UNITS	UNIT PRICE	AMOUNT
---------	------	----------	-------	------------	--------

TOTAL INVOICE DUE \$ 11,146.18
PREVIOUS MONTH TOTAL \$ 5,676.60
BILLED TO DATE \$ 16,822.78
REMAINING CONTRACT \$ 11,177.22

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval of AIP-42 Pay Request #3 For Milestone Contractors

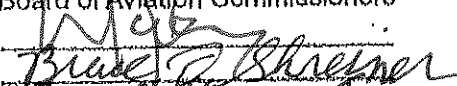
Please approve pay request #3 for AIP-42 for the Runway 18/36 pavement project, for Milestone Contractors Invoice for \$79,851.85 for fees related to this project. Please also authorize the board president to sign this document.

Please approve pay request #3 for the AIP-42 Runway 18/36 pavement project for the Milestone Contractors Invoice in the amount of \$79,851.85 and give authorization for the board president to sign this document.

Thank you,



Andy Jones
Airport Director

Date 09.30.26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff via Teams (KS)

Approved as to form and legality



Invoice

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

Date
7/22/2026

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. 3 - Total	\$ 84,054.58
Invoice No. 3 - Retainage	\$ (4,202.73)
Total Due	\$ 79,851.85

AIP-42 - RW/18-36
PE3
\$ 79,851.85
Will be on 09-30-26
BOAC Agenda

Order Approved By The
Airport Director

✓

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS **CONTRACTOR'S
PROGRESS
ESTIMATE**

MILESTONE CONTRACTORS, L.P.

NUMBER: 3

PERIOD FROM 06/19/2026

PROJECT:

TO 07/16/2026

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

ITE SPEC. REF.	DESCRIPTION	QUANTITIES		UNIT	UNIT PRICE	AMOUNT
		THIS ESTIMATE	TO DATE			
1 CE-95-2.1	Production Staking by Contractor		1.00	L.S.	\$75,000.00	\$75,000.00
2 M-102-2.1-1	Maintenance of Traffic	0.10	1.00	L.S.	\$124,000.00	\$124,000.00
3 C-100	Contractor Quality Control Program		1.00	L.S.	\$92,000.00	\$92,000.00
4 C-105-2	Mobilization		1.00	L.S.	\$180,000.00	\$180,000.00
5 P-101-5.2a	Joint and Crack Repair, Type A (Undistributed)		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"	5,233.86	43,433.86	S.Y.	\$3.75	\$162,876.98
9 P-401-8.1a	Asphalt Surface Course		4,104.14	Ton	\$103.00	\$422,726.42
10 P-401-8.1c	Asphalt Leveling Course		2,213.24	Ton	\$112.00	\$247,882.88
11 P-603-5.1	Emulsified Asphalt Tack Coat		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	Temporary Marking, White		23,100.00	S.F.	\$1.15	\$26,565.00
18 P-620-5.4d-2	Temporary Marking, Yellow		3,100.00	S.F.	\$1.30	\$4,030.00
19 T-901-5.1	Mulched Seeding (Undistributed)	13.07	13.07	K.S.I	\$128.00	\$1,672.96
ADD ALTERNATE BID 1						
1 P-621-5.1	Grooving	24,444.00	24,444	S.Y.	2.06	\$50,354.64

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS CONTRACTOR'S
PROGRESS
ESTIMATE

MILESTONE CONTRACTORS, L.P.

NUMBER: 3 PERIOD FROM 06/19/2026
PROJECT: TO 07/16/2026
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.

AIP TOTAL	\$1,938,936.38
NONAIP TOTAL	\$0.00
TOTAL	\$1,938,936.38
RETAINAGE	(\$96,946.82)
BALANCE	\$1,841,989.56
PREVIOUS PAY	\$1,762,137.71
AMOUNT DUE	\$79,851.85
RETAIN THIS EST.	(\$4,202.73)

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.

APPROVED
CONTRACTOR

Kevin Clerk

Date: 7/27/26

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

Jimmy A. Boob

Date: 07/27/2026

BUTLER, FAIRMAN, & SEUFERT, INC.

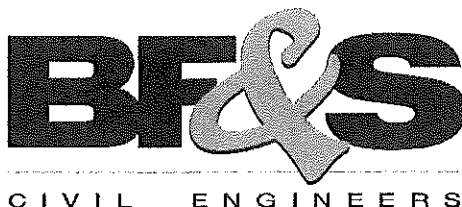
APPROVED

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS

Date: _____

Doug Thorne
Doug Thorne, President

09.30.26



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:

07/22/2026

745900

City of Elkhart Board of Aviation
Commissioners

Regarding:

Rehabilitate Runway 18-36 Pavement

AIP No. 3-18-0018-042-2025

Transmitting Via

☐ Mail

☐ ERMS

☐ Carrier

☐

Purpose

☐ As Requested

☐ For Your Review and Comment

☐ For Your Information

☐

Quantity:

Doc. Type:

Description / File Name:

1

Estimate/Invoice No. 3

1

Change Order No. 1

1

Certificate of Substantial Completion

Remarks:

Copy: FILE


Jeremy L. Books

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval of AIP-42 Pay Request For Milestone Contractors Change Order

Please approve the pay request for AIP-42 for the Runway 18/36 pavement project, for Milestone Contractors for Change Orders relating to construction fees for this project in the amount of \$129,536.74. Change orders include joint & crack repair, milling, asphalt surfaces and seeding. 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 Milestone Contractors change order in the amount of \$129,536.74 and give authorization for the board president to sign this document.

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 09-30-26
Approved by City of Elkhart
Board of Aviation Commissioners
Bruce D. Shumey
Tom Shoff via Teams *(RS)*

Approved as to form and legality

KD

CHANGE ORDER - SECTION 2

Change Order Number
Federal/State Grant Number

1 - Final
3-18-0018-042-2025

Item No.	Spec. Ref.	Description	Units	Unit Price	Quantity			Increase (Decrease)		
					Federal	State	Total	Federal	State	Total
5	P-101-5.2a	Joint and Crack Repair, Type A (Undistrubuted)	L.F.	\$3.05			10,050.00			\$30,652.50
6	P-101-5.2a	Joint and Crack Repair, Type B	L.F.	\$47.00			(375.00)			(\$17,625.00)
7	P-101-5.2b	Joint and Crack Repair, Type C	L.F.	\$50.00			2,083.00			\$104,150.00
8	P-101-5.6a	Cold Milling - 2.5"	S.Y.	\$3.75			5,233.86			\$19,626.98
9	P-401-8.1a	Asphalt Surface Course	Ton	\$103.00			(145.86)			(\$15,023.58)
10	P-401-8.1c	Asphalt Levelling Course	Ton	\$112.00			63.24			\$7,082.88
11	P-603-5.1	Emulsified Asphalt Tack Coat	Gal.	\$5.00			3,640.00			\$18,200.00
19	T-901-5.1	Mulched Seeding (Undistrubuted)	K.S.F.	\$128.00			(136.93)			(\$17,527.04)
Total Increase (Decrease)										\$129,536.74

End of Section 2

Order Approved By The
Airport Director

AIP-42 RW 18/36
Change Order 129,536.74
Will be on 09.30.26 BOAC Agenda

✓

CHANGE ORDER - SECTION 1

Change Order Number One (1) Date July 21, 2026

Owner City of Elkhart Board of Aviation Commissioners

Federal/State Grant Number AIP No. 3-18-0018-042-2025 Engineer Project Number 745900

Contractor Milestone Contractors, L.P.

Original Contract Amount \$ 1,857,934.64 Original Contract Date September 24, 2025

Maximum Allowable All Change Orders Combined (20% of original contract amount): \$ 371,586.92

Original Contract Description Rehabilitate Runway 18-36 Pavement

Describe how this change order work is related to the Original Contract Work:

This Change Order balances all quantities to date on the project.

This change results in the following adjustment to the contract.

Total contract amount prior to this change order:	TOTAL	<u>\$ 1,857,934.64</u>
	State/Local	<u></u>
	Federal/State	<u></u>
Increase(Decrease) resulting from this change order:	TOTAL	<u>\$ 129,536.74</u>
	State/Local	<u></u>
	Federal/State	<u></u>
Total contract amount including this change order:	TOTAL	<u>\$ 1,987,471.38</u>
	State/Local	<u></u>
	Federal/State	<u></u>
Total all Change Orders:		<u>\$ 129,536.74</u>
Percent Increase of Total all Change Orders over Original Contract Amount:		<u>6.97 %</u>

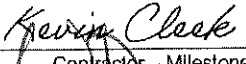
Contract time prior to this change order: Phase 1 -- 26 days; Phase 2 - 6 days to achieve Substantial Completion
Change resulting from this change order: Phase 1 -- 13 days; Phase 2 - 3 days (Phase I open 06/12/2026; Phase II open 07/14/2026)
Total contract including this change order: Phase 1 -- 39 days; Phase 2 -- 9 days to achieve Substantial Completion

"The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by all prior Applications for Payments inclusive; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) any delay or postponement of payment among the parties, except for normal retainage amounts withheld by the OWNER, may take place only for good cause, with OWNER prior written approval; (4) appropriate alternative dispute resolution mechanisms, such as non-binding mediation, Indiana Rules of Alternative Dispute Resolution and Arbitration Rules of the American Arbitration Association, is implemented to resolve payment disputes; and (5) appropriate provisions are inserted in all subcontracts binding Subcontractors to the terms and conditions of the Contract Documents."

This Change Order has been prepared in accordance with FAA Order 5100.38D (AIP Handbook) paragraph 5-35 and Table 3-68. An independent cost analysis per 49 CFR § 18.36(f) 2 CFR § 200.323 was prepared by the Engineer. It is the Owners recommendation that the FAA accepts this statement and attached analysis as evidence of determination of cost reasonableness.

Prepared by: 
Engineer - Butler, Fairman & Seufert, Inc.

07/27/2026
(Date)

Approved by: 
Contractor - Milestone Contractors, L.P.

7/27/26
(Date)

Approved by: 
Owner - City of Elkhart Board of Aviation Commissioners

07.30.26
(Date)

Item	Explanation
5	Joint and Crack Repair, Type A – This pay item was overrun in the field. The pavement had been evaluated for design several years ago. Since that time many of the cracks had opened or propagated further. The existing longitudinal joints had opened significantly particularly near the center line. The longitudinal joints near the center line were opened up 0.5" to 0.75" and needed to be sealed. This was much of the quantity overrun.
6	Joint and Crack Repair, Type B – This pay item had a small bid quantity of 375' and was not used on the project. All cracks were evaluated as Type A or Type C.
7	Joint and Crack Repair, Type C – This pay item was overrun in the field. The pavement had been evaluated for design several years ago. Since that time many of the cracks had opened or propagated further. An additional 2,083' (28% overrun of the planned quantity) was marked in the field and completed as full depth patching Type C.
8	Cold Milling – 2.5" – This pay item was overrun in the field. Upon completion of the planned 2.5" milling of the runway, areas were identified as being loose and scaling at a further depth and needed to be removed. The milling operation went back over the existing pavement at these locations and milled out additional depth of approximately 5,233 SY.
9	Asphalt Surface Course – The asphalt surface course was completed as planned. A small underrun of 145 tons was accomplished with the final quantity.
10	Asphalt Leveling Course – The asphalt leveling course was completed with a small overrun. Because of the additional milling depth noted in pay item No. 8, there was an overrun of the leveling course of 63.24 tons.
11	Emulsified Asphalt Tack Coat– The final quantity was paid per the chart in the 603-3.3 specification. Tickets were also received that substantiated the quantity used. The take off quantity was short of the needed application rate.
19	Mulched Seeding – The shoulder disturbance was minimal on this project and hence the area for seeding was lower than the planned quantity. This pay item was underrun by 136.93 KSF.



City of Elkhart
Elkhart Municipal Airport

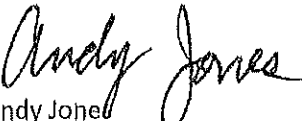
MEMORANDUM

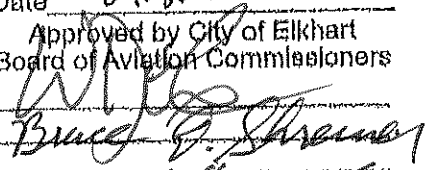
Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval of certificate of substantial completion for AIP-42, Runway 18/36 Pavement Project

Please approve the certificate of substantial completion for AIP-42, Runway 18/36 pavement project.
Please also authorize the board president to sign this document.

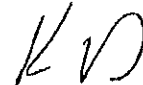
Please approve the certificate of substantial completion for AIP-42, Runway 18/36 pavement project
and give authorization for the board president to sign this document.

Thank you,


Andy Jones
Airport Director

Date 09.30.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce G. Shreiner
Tam Shoff via Teams (RS)

Approved as to form and legality



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Elkhart Municipal Airport - Rehabilitate Runway 18-36 Pavement

DATE OF ISSUANCE July 21, 2026

OWNER City of Elkhart Board of Aviation Commissioners

OWNER's Contract No. 745900

CONTRACTOR Milestone Contractors, L.P. ENGINEER Butler, Fairman and Seufert, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

1. Applies to all work under the Contract Documents.

TO City of Elkhart Board of Aviation Commissioners

OWNER

And To Milestone Contractors, L.P.

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

July 14, 2026

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 7 days of issuance of the punchlist

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Per Contract Specifications

CONTRACTOR: Per Contract Specifications

The following documents are attached to and made a part of this Certificate:

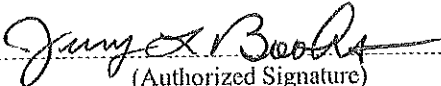
The runway pavement section from station 132+20 CL, 132+20 Rt 17.5' to 140+81 CL to 140+81 Rt 17.5' lanes were caught in a rain event during paving. The pavement at this location has some surface openness. This pavement location shall have an additional 2 years of warranty in addition to the 1 year contract warranty for distress or raveling. If distress occurs at this location the repairs shall be at the direction of the Owner.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on July 21, 2026

Butler, Fairman and Seufert, Inc.

ENGINEER

By: 

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on July 27, 20 26

Milestone Contractors, L.P.

CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on _____, 20____

City of Elkhart Board of Aviation Commissioners

OWNER

By: 

(Authorized Signature)



City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval of Supplemental agreement #1 for AIP-42, Runway 18/36 Pavement Project

Please approve the supplemental agreement for AIP-42, Runway 18/36 pavement project. This is approval of amendment 1 to Butler, Fairman & Seurfert (BF&S) Job # 745900.0000 for net dollar change of zero dollars. There is no change in dollars, this is reorganizing the dollars in agreement for the record. Please also authorize the board president to sign this document.

Please approve the supplemental agreement #1 for AIP-42, Runway 18/36 pavement project and give authorization for the board president to sign this document.

Thank you,

Andy Jones
Airport Director

Date 09-30-26
Approved by City of Elkhart
Board of Aviation Commissioners

Tom Short via Teams (RS)

Approved as to form and legality

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 30 day of September, 2026, by and between **City of Elkhart, Indiana, acting by and through its Board of Aviation Commissioners**, hereinafter referred to as the "Owner", and **Butler, Fairman and Seufert, Inc.**, hereinafter referred to as the "Engineer"

WITNESSETH

WHEREAS, on April 30, 2025, the Owner entered into an Agreement with the Engineer for inspection services on **Rehabilitate Runway 18-36 Pavement Inspection Services.**

NOW, THEREFORE, the parties agree that the April 30, 2025, Agreement be modified by this Supplemental Agreement; therefore, EXHIBIT C Compensation, the following changes are made,

Resident Project Representative	\$72,600.00 (increase of \$12,400.00)
Third Party Acceptance Testing (reimbursable)	\$17,000.00 (decrease of \$11,000.00)
For Travel	\$ 2,020.00 (decrease of \$1,400.00)

The net change on this supplement is \$0.00.

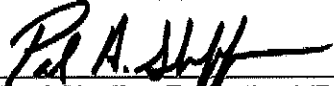
IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

Engineer:

Owner:

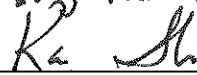
BUTLER, FAIRMAN and SEUFERT, INC.

City of Elkhart, Indiana, acting by and through its Board of Aviation Commissioners



Paul Shaffer, Executive VP



BOAC Doug Thorne, President


Attest Karen Shaw, Board Secretary



City of Elkhart
Elkhart Municipal Airport

MEMORANDUM

Date:	September 30, 2026
To:	Board of Aviation Commissioners
From:	Andy Jones, Airport Director
Subject:	Approval of Runway 9/27 Joint Replacement Pay Request For Interstate Sealant Invoice and Approval of Certificate of Substantial Completion

Please approve the Interstate Sealant Invoice #2 for the Runway 9/27 Joint Replacement project in the amount of \$84,588.55 to be paid by TIF. Please also approve the certificate of substantial completion for this project and give authorization for the BOAC president to sign all corresponding documents.

Please approve the Interstate Sealant Invoice #2 for the Runway 9/27 Joint Replacement project in the amount of \$84,588.55 to be paid by TIF. Please also approve the certificate of substantial completion for this project and give authorization for the BOAC president to sign all corresponding documents.

Thank you,

Andy Jones

Andy Jones
Airport Director

Approved as to form and legality

KD

Date 09.30.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce Schreiner
Tom Shoff via Teams *MS*

Invoice

Interstate Sealant and Concrete
S40 W24211 Rockwood Way
Waukesha, WI 53189

Date
9/26/2026

Bill To:

City of Elkhart Board of Aviation Commissioners
1211 County Road 6 West
Elkhart, IN 46514

Project: Runway 9-27 Joint Rehabilitation

DESCRIPTION	AMOUNT
Invoice No. 2 - Total	\$ 84,588.55
Invoice No. 2 - Retainage	\$ -
Total Due	\$ 84,588.55

CONTRACTOR'S
PROGRESS
ESTIMATE

PROJECT:		NUMBER: 2 Final with Retainage Release	PERIOD	FROM	TO	11/01/2025	09/15/2026
ELKHART MUNICIPAL AIRPORT RUNWAY 9-27 JOINT REHABILITATION							
ITEM	SPEC. REF.	DESCRIPTION	QUANTITIES		UNIT	UNIT PRICE	AMOUNT
			THIS ESTIMATE	TO DATE			
1	M-102-2.1-1	Maintenance of Traffic		1.00	L.S.	\$12,000.00	\$12,000.00
2	C-105	Mobilization		1.00	L.S.	\$28,000.00	\$28,000.00
3	P-101-5.2	Existing Joint Sealant Removal		85,000.00	L.F.	\$0.89	\$75,650.00
4	P-605-5.1a	Joint Sealing Filler, Cold Applied Silicone		85,000.00	L.F.	\$2.00	\$170,000.00
Additive Alternate Bid 1							
5	M-102-2.1-1	Maintenance of Traffic		1.00	L.S.	\$5,000.00	\$5,000.00
6	P-101-5.2	Existing Joint Sealant Removal		15,010.00	L.F.	\$1.50	\$22,515.00
7	P-605-5.1a	Joint Sealing Filler, Cold Applied Silicone		12,340.00	L.F.	\$2.00	\$24,680.00
8	P-605-5.1b	Joint Sealing Filler, Hot Rubberized Asphalt		13,120.00	L.F.	\$1.65	\$21,648.00
Additive Alternate Bid 2							
9	C-105	Mobilization	1.00	1.00	L.S.	\$8,300.00	\$8,300.00
10	P-620-5.2b-1	Marking, White	105,300.00	105,300.00	S.F.	\$0.49	\$51,597.00
11	P-620-5.2b-2	Marking, Yellow	5,350.00	5,350.00	S.F.	\$0.43	\$2,300.50
12	P-620-5.2b-3	Marking, Black	31,985.00	31,985.00	S.F.	\$0.43	\$13,753.55
13	P-620-5.2b-4	Marking, Red	1,075.00	1,075.00	S.F.	\$1.14	\$1,225.50
14	P-620-5.3c	Reflective Media, Type I	6,800.00	6,800.00	Lbs	\$1.09	\$7,412.00

TOTAL	\$444,081.55
RETAINAGE	\$0.00
BALANCE	\$444,081.55
PREVIOUS PAY	\$359,493.00
AMOUNT DUE	\$84,588.55
RETAINAGE THIS ES	\$0.00

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.

APPROVED
CONTRACTOR  Date: 9/21/26
INTERSTATE SEALANT AND CONCRETE

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  Date: 09/21/2026
BUTLER, FAIRMAN, & SEUFERT, INC.

APPROVED
CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS


Doug Thorne, President

Date: _____

09.30.26

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Elkhart Municipal Airport -- Runway 9-27 Joint Rehabilitation

DATE OF ISSUANCE September 21, 2026

OWNER City of Elkhart Board of Aviation Commissioners

OWNER's Contract No. 648400.9813

CONTRACTOR Interstate Sealant and Concrete ENGINEER Butler, Fairman and Seufert, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

1. Applies to all work under the Contract Documents.

TO City of Elkhart Board of Aviation Commissioners
OWNER

And To Interstate Sealant and Concrete
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

September 4, 2026
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Per Contract Specifications

CONTRACTOR: Per Contract Specifications

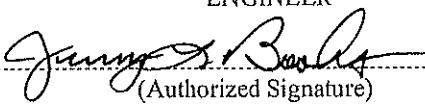
The following documents are attached to and made a part of this Certificate: One year warranty from date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on September 21, 2026

Butler, Fairman and Seufert, Inc.

ENGINEER

By: 

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on September 21, 2026

Interstate Sealant and Concrete

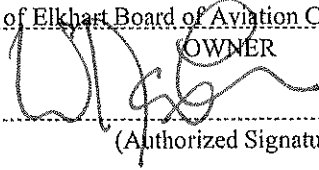
CONTRACTOR

By: Gregory A. Sment Digitally signed by Gregory A. Sment
Date: 2026.09.21 10:07:59 -05'00'

OWNER accepts this Certificate of Substantial Completion on _____, 20____

City of Elkhart Board of Aviation Commissioners

OWNER

By: 

(Authorized Signature)

AFFIDAVIT – FINAL WAIVER OF LIEN

State of WI, County of Waukesha, ss:

Dated at 10:00, AM, this 21st day of September, 2026.

To the City of Elkhart Board of Aviation Commissioners:

Julie M Stemper, being duly sworn, says that he/she is Controller of Interstate Sealant and Concrete the Contractor with whom a Contract was entered into for the Elkhart Municipal - Airport Runway 9-27 Joint Rehabilitation; 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. The Contractor certified that all wages have been paid in accordance with the Davis-Bacon Act wages included in the contract documents.

Interstate Sealant and Concrete

By: *Julie M Stemper*

Printed Name: Julie M Stemper

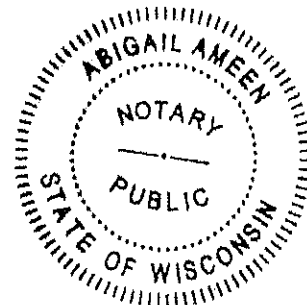
Sworn to before me and subscribed in my presence this 21st day of September, 2026.

Abigail Ameen
Notary Public

Abigail Ameen
(Type or Print Name)

My Commission Expires: May 30th, 2028

County of Residence: Waukesha





500 East 96th St., Suite 500
Indianapolis, IN 46240-8302
o.317 713-4615
f.317 713-4616

LETTER OF TRANSMITTAL

For

Date: _____

BRBS Job Number:

09/21/2026

648400.9802

City of Elkhart Board of Aviation
Commissioners

Regarding:

Runway 9-27 Joint Rehabilitation

Transmitting Via

☐ Mail

☐ ERMS

☐ Carrier

9

Purpose

☐ As Requested☐ For Your Review and Comment☐ For Your Information

[

Quantity:

Doc. Type:

Description / File Name:

1

Estimate/Invoice No. 2 – Final with Retainage Release

1

Certificate of Substantial Completion

1

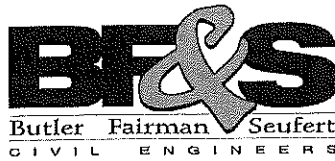
Affidavit Final Waiver

Remarks:

Copy: FILE


Jeremy L. Books

Jeremy L. Books



ELKHART MUNICIPAL AIRPORT ENGINEER REPORT/AGENDA

September 30, 2026

4:00 p.m.

ACTION ITEMS FOR BOAC MEETING

- 1) Motion to approve AIP-42, BF&S invoice 113705 in the amount of \$31,867.03 for the Runway 18-36 Rehabilitation Project.
- 2) Motion to approve AIP-42, Milestone Contractor, L.P. Progress Estimate Number 3 in the amount of \$79,851.85 for the Runway 18-36 Rehabilitation Project.
- 3) Motion to approve AIP-42, Milestone Contractor, L.P. Change Order 1 in the amount of \$129,536.74 and the certificate of substantial completion for the Runway 18-36 Rehabilitation Project.
- 4) Motion to approve AIP-42, Amendment Number 1 to BF&S Job Number 745900.0000 for the Runway 18-36 Rehabilitation Project for net dollar change of zero dollars.
- 5) Motion to approve (Local funds), Interstate Sealant and Concrete Progress Estimate 2-Final in the amount of \$84,588.55 and the certificate of substantial completion for the Runway 9-27 Joint Rehabilitation Project.
- 6) Consideration of the DRAFT Capital Improvement Plan (CIP) for 2027-2032

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. Closeout requested from FAA
- 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. Closeout requested from FAA
- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total \$2,031,304.21. FAA \$1,929,739.00, State \$50,782.00, Local \$50,783.00, Grant is now 90.0% 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. Closeout requested from FAA.

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
 - Project is now complete.
 - The grant is over 90% so no further draws can occur at this time.
 - We anticipate close-out documents for next meeting which will include roughly a 7% amendment for the crack sealing overruns.
 - The INDOT/ FAA final walk through is schedule for 9/24/26.
2. T-hangar/Taxilane design project.
 - The project is complete.
 - Final closeout documents complete.
 - A few roof leaks are being addressed.
3. Runway 9-27 Joint Rehabilitation project
 - The joint sealing is complete.
 - The RWY 9-27 repainting work is complete.
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
 - We are in the process of soliciting quotes for consideration at the next meeting. The work will most likely be completed in the spring.
 - Application Deadline – 12/31/26
6. Capital Improvement Plan
- The plan is due along with a grant pre-application for FY 27 by December 1, 2026
- 2027
- RW 27 Approach Land Acquisition, Design (includes all parcels)
 - RW 27 Approach Land Acquisition, Acquisition (Cost Estimate has gone up since last year, and State Apportionment requested is therefore ~\$75k higher than INDOT shows)
- 2028
- RW 18-36 Lighting Rehab, Design (no change)
 - Includes Type 2 project (Corporate Hangar)
- 2029
- RW 18-36 Lighting Rehab, Design (no change, but updated Cost Estimate)
- 2030
- RW 27 Approach Mitigation, Design (pushed from 2029, matches INDOT)
- 2031
- RW 27 Approach Mitigation, Construction (timing and amount matches INDOT funding plan)
- 2032
- Catch all of the remaining projects still on CIP
 - Taxiway D Lighting and Pavement Rehabs, including standards correction
 - Taxiway in-Line with RW 18-36 Correction

Board of Aviation Commissioners Meeting

You've been invited to:

Board of Aviation Commissioners Meeting

Wed, Sep 30, 2026 4:00 PM - 6:00 PM (UTC-05:00) Indiana (East)

We look forward to having you attend the event!

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/226435835235969?p=pMgCQ7opWhfRYztozF>

Meeting ID: 226 435 835 235 969

Passcode: BM3ts9rm

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