



BOARD OF AVIATION COMMISSIONERS
Wednesday March 27, 2024
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AGENDA

1. Call to Order:
2. Approval of Minutes: February 28, 2024
3. Approval of Claims:
4. Airport Manager's Report:
5. New Business:
 - a. Resolution authorizing the Airport Director to sign T-Hangar Lease Agreements.
 - b. FAA Weather Observation Policy & Agreement.
 - c. Yoder Carpet & Flooring Agreement.
 - d. Medical Exams Agreement between the Elkhart Clinic & City of Elkhart.
 - e. Donation fund expenditure.
6. Privilege of the floor
7. Adjournment
8. **NEXT REGULAR BOAC MEETING 04/24/24 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

Doug Thorne, President

Bruce Shreiner, V.P.

Tom Shoff, Secretary

Shari Mellin, Treasurer

City of Elkhart
Board of Aviation Commissioners Meeting
February 28, 2024

The Board of Aviation Commissioners meeting was called to order by Commissioner Doug Thorne at 4:00 pm on Wednesday, February 28, 2024 at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Commissioner Bruce Shreiner was present and Commissioner Tom Shoff was present via Webex. Commissioner Shari Mellin was absent. Also present were: Andy Jones, Karen Shaw, Bruce Maclachlan, Kevin Davis, Ryan Sherwood, & Herb Ulery. Paul Shaffer was present via Webex.

Approval of Minutes:

Mr. Shreiner made a MOTION to approve the minutes of the January 31, 2024 meeting. Mr. Shoff SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:

Mr. Shreiner made a MOTION to approve claims as submitted for \$24,836.44. Mr. Shoff SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Airport Manager's Report:

Andy advised that the administration building renovations are underway. He reminded the board that he budgeted for this. Andy further advised these renovations are keeping the maintenance crew busy in between their usual airfield maintenance duties. Bruce Maclachlan advised he has reached out to several companies for quotes for carpet, other flooring, windows, and stairwell replacement items. Mr. Maclachlan further advised that for the next 30 days he and his crew will be working on drywall, painting, carpeting, stairway railing, and window installation. Andy further advised that he is getting a quote to have the large painting framed that will eventually hang in the Administration Building. Andy advised that the work was painted by a charitable veteran's organization artist. It depicts several WWII aircraft and military ground equipment which were present at the recent Elkhart Salute to Veterans WWII Reenactment and Airshows. Andy also advised that Eduardo Pizana, one of our maintenance crew, is in the process to be selected by the FAA to take part in air traffic controller training school. Eduardo informed Andy prior to being hired for an open maintenance position that his ultimate goal is to become an Air Traffic Controller. He expects to hear from the FAA any time now. If selected, Eduardo must relocate to Oklahoma City and enroll in Air Traffic Controller School. Once he successfully completes the training he will be offered an entry level ATC job at an airport chosen by the FAA. Andy will keep the board informed of Eduardo's progress.

New Business:

Mr. Thorne advised the first item under New Business is the Administration Building carpet/flooring quotes. Andy advised that we have received 3 quotes for the carpeting/flooring work for the administration building renovations. This work is specifically for the first floor pilot's lounge area, two second floor offices, the staircase, second floor hallway, and bathroom. The quotes are as follows: Lasalle Bristol \$10,622.84; Michiana Floor Mart \$11,844.11, Yoder Carpet \$9,678.10.

Mr. Shreiner made a MOTION to award Yoder Carpet the work. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is the window quotes. Andy advised the two windows are for the pilot's lounge. The quotes came in as follows: Tri-Valley \$3,815.00; Glass Doctor (verbal quote) \$6,000.00; Hartman Glass was unresponsive. Mr. Shreiner made a MOTION to approve and award the Tri-Valley quote for \$3,815.00. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart
Board of Aviation Commissioners Meeting
February 28, 2024

Mr. Thorne advised the next item under New Business is the stairway railing quotes. Andy advised the existing stairway railing was constructed using exterior deck materials back in 1984. The quotes for new railing and balusters came in as follows: Cable Bullet \$4,357.29; View Rail \$11,816.63, purchase of materials at Menards and in house installation, \$3,409.74. Mr. Shoff made a MOTION to approve the purchase of items from Menards and perform the installation in house. Mr. Shreiner SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the next item under New Business is approval of T-Hangar 25 to be leased to Graham Demarest. Andy advised we have been asked to follow new guidelines for lease signatures. Basically, the new process is for Karen to draft a memorandum to attach to a contract and/or agreements. For this T-Hangar lease, we ask that Mr. Thorne, the BOAC president sign. Mr. Shreiner made a MOTION to approve Mr. Thorne sign T-Hangar 25 lease to Graham Demarest. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Thorne advised the last item under New Business is approval for the airport director to sign T-Hangar leases. Andy advised that on occasion a new T-Hangar tenant may need to take possession of a hangar prior to the next scheduled BOAC meeting when the lease would normally be signed by the board President. Allowing Andy to sign the lease and then ask the BOAC to ratify it at the next meeting would eliminate the inconveniences associated with making the new tenant wait for up to 30 more days before being allowed to take possession of the hangar. All T-Hangars leases are alike and were preapproved by both the board and the city legal dept. Only the name, address, aircraft type, and contact information change. On that basis and in the interest of the provision of unparalleled service, Andy is asking the board to give approval for the airport director to sign T-Hangar leases only under these circumstances. After discussion, Mr. Thorne asked Kevin Davis to draft a resolution to this affect and vote on this resolution at the March 2024 board meeting.

Privilege of the Floor:

Mr. Thorne opened comments. Paul Shaffer with Butler, Fairman, & Seufert (BF&S) advised that last month we spoke about repackaging the plans for the new T-Hangars to be able to award at a more affordable amount. We do have this ready, however, while we were working on this, we got word from the FAA that the runway 18-36 pavement rehabilitation for EKM is on the discretionary funding list. Mr. Shaffer further advised this doesn't necessarily mean the airport is getting the discretionary funds, but since we're on the list, the FAA wants us to advertise this project. The first bid should go in the newspaper around May 1st with the second bid to be advertised around May 8th. A pre-bid meeting on May 8th and a bid opening on May 29th. Mr. Shaffer advised with this, the logic states to hold off on the hangars right now because if we get the grant for the runway 18-36 project, whoever is awarded the bid may be willing to give us better prices for the T-Hangar project because they will already be providing a large amount of asphalt for the runway. In addition, Mr. Shaffer advised he is investigating the costs difference for box configuration hangars instead of nesting configurations. He will run some options past a couple of contractors and will update the board at the next meeting.

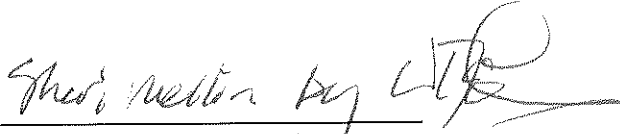
Adjournment:

Mr. Shreiner made a MOTION to adjourn. Mr. Shoff SECONDED. There being no further discussion, the meeting adjourned.


Next regular BOAC meeting is scheduled for Wednesday, March 27, 2024 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via WebEx.

City of Elkhart
Board of Aviation Commissioners Meeting
February 28, 2024

Respectfully Submitted,



Shari Mellin – Aviation Board Secretary



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.

March 25, ,2024 Jamie Arce
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$41,776.65** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 5 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 27TH DAY OF MARCH 2024 BY:

PRESIDENT

Doug Thorne
DOUG THORNE

VICE PRESIDENT

Bruce D. Shreiner
BRUCE SHREINER

SECRETARY

Tom Shoff by WPJ
TOM SHOFF

TREASURER

Shari Mellin
SHARI MELLIN

MEMBER

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

City of Elkhart
Controller's Office

3/25/2024 8:20 AM



City of Elkhart

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
MARITIME INFORMATION SYS	6528	03/27/2024	Contract service for traffic cou	2206-5-201-4390912	810.00
MENARD, INC	49078	03/27/2024	Items for admin renovations	2206-5-201-4430500	53.88
MENARD, INC	49142	03/27/2024	Items for admin renovations	2206-5-201-4430500	29.74
MENARD, INC	49143	03/27/2024	Small tools	2206-5-201-4230300	21.97
MENARD, INC	49144	03/27/2024	Safety supplies	2206-5-201-4220150	29.97
MENARD, INC	49176	03/27/2024	Items for admin renovations	2206-5-201-4430500	95.98
MENARD, INC	49224	03/27/2024	Items for admin renovations	2206-5-201-4430500	11.94
MENARD, INC	49238	03/27/2024	Small tools	2206-5-201-4230300	8.98
MENARD, INC	49245	03/27/2024	Items for admin renovations	2206-5-201-4430500	29.31
MENARD, INC	49246	03/27/2024	Items for admin renovations	2206-5-201-4430500	931.92
AMAZON CAPITAL SERVICES I	1FNL-RDPH-YV74	03/27/2024	Repair parts	2206-5-201-4230200	228.96
MENARD, INC	49383	03/27/2024	Items for admin renovations	2206-5-201-4430500	630.04
CINTAS CORP.	4184573313	03/27/2024	Uniform cleaning	2206-5-201-4360400	32.47
MENARD, INC	49451	03/27/2024	Items for admin renovations	2206-5-201-4430500	9.97
MENARD, INC	49458	03/27/2024	Items for admin renovations	2206-5-201-4430500	185.36
MENARD, INC	49459	03/27/2024	Items for admin renovations	2206-5-201-4430500	839.93
MENARD, INC	49460	03/27/2024	Items for admin renovations	2206-5-201-4430500	20.78
MENARD, INC	49473	03/27/2024	Items for admin renovations	2206-5-201-4430500	18.59
MENARD, INC	49480	03/27/2024	Items for admin renovations	2206-5-201-4430500	132.97
KENNETH J SELNER	108424	03/27/2024	Key services	2206-5-201-4310400	10.00
MENARD, INC	49538	03/27/2024	Items for admin renovations	2206-5-201-4430500	16.57
MENARD, INC	49546	03/27/2024	Items for admin renovations	2206-5-201-4430500	418.22
HAWKINS WATER TECH, INC	1052184	03/27/2024	Cooler rent for maint dept	2206-5-201-4220150	12.50
DELL MARKETING L.P.	10734160250	03/27/2024	Laptop & monitor	2206-5-201-4210500	1,850.58
MENARD, INC	49616	03/27/2024	Items for admin renovations	2206-5-201-4430500	996.00
MENARD, INC	49617-01	03/27/2024	Items for admin renovations	2206-5-201-4430500	76.11
SHOFF SECURITY SERVICES , I	149048	03/27/2024	Alarm monit tower (Mar/Apr/	2206-5-201-4360400	208.50
INTERNATIONAL COUNCIL OF	48850	03/27/2024	Subscription renewal ICAS	2206-5-201-4390300	395.00
MENARD, INC	49662	03/27/2024	Items for admin renovations	2206-5-201-4430500	138.71
MENARD, INC	49663	03/27/2024	Bldg materials	2206-5-201-4230110	32.97
AMAZON CAPITAL SERVICES I	1QQP-NKN1-WMD6	03/27/2024	Op, admin renov, office suppli	2206-5-201-4210500	146.99
AMAZON CAPITAL SERVICES I	1QQP-NKN1-WMD6	03/27/2024	Op, admin renov, office suppli	2206-5-201-4220150	28.99
AMAZON CAPITAL SERVICES I	1QQP-NKN1-WMD6	03/27/2024	Op, admin renov, office suppli	2206-5-201-4430500	999.98
MENARD, INC	49815	03/27/2024	Items for admin renovations	2206-5-201-4430500	27.21
MENARD, INC	49819	03/27/2024	Janitorial supplies	2206-5-201-4220310	207.08
MENARD, INC	49820	03/27/2024	Items for admin renovations	2206-5-201-4430500	74.48
CINTAS CORP.	4185293391	03/27/2024	Uniform cleaning	2206-5-201-4360400	32.47
MENARD, INC	49882	03/27/2024	Items for admin renovations	2206-5-201-4430500	44.99
MICHIANA CONTRACTING INC	7191	03/27/2024	Repairs to bldg housing runwa	2206-5-201-4360100	1,466.50
MENARD, INC	49943	03/27/2024	Items for admin renovations	2206-5-201-4430500	18.97
MENARD, INC	50016	03/27/2024	Items for admin renovations	2206-5-201-4430500	476.49
MENARD, INC	50017	03/27/2024	Items for admin renovations	2206-5-201-4430500	164.56
MENARD, INC	50018	03/27/2024	Items for admin renovations	2206-5-201-4430500	41.20
YODER OIL COMPANY INC	0795943-IN	03/27/2024	Fuel for maint vehicles	2206-5-201-4220210	682.50
MENARD, INC	50073	03/27/2024	Items for admin renovations	2206-5-201-4430500	78.96
MENARD, INC	50084	03/27/2024	Items for admin renovations	2206-5-201-4430500	89.99
MENARD, INC	50094	03/27/2024	Admin renov/janitorial	2206-5-201-4220310	45.10
MENARD, INC	50094	03/27/2024	Admin renov/janitorial	2206-5-201-4430500	369.99
KENNETH J SELNER	108468	03/27/2024	Key services	2206-5-201-4310400	75.90
MENARD, INC	50225-01	03/27/2024	Items for admin renovations	2206-5-201-4430500	617.49
4T DOOR SYSTEMS INC	1036-1J	03/27/2024	Overhead door replacement	2206-5-201-4360100	15,324.00
CINTAS CORP.	4186039935	03/27/2024	Uniform cleaning	2206-5-201-4360400	32.47
MENARD, INC	50291	03/27/2024	Items for admin renovations	2206-5-201-4430500	54.58

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MENARD, INC	50354	03/27/2024	Items for admin renovations	2206-5-201-4430500	83.39
MENARD, INC	50355	03/27/2024	Items for admin renovations	2206-5-201-4430500	38.20
MENARD, INC	50376	03/27/2024	Items for admin renovations	2206-5-201-4430500	5.52
MENARD, INC	50418	03/27/2024	Items for admin renovations	2206-5-201-4430500	157.95
MENARD, INC	50439	03/27/2024	Bldg materials for hangars	2206-5-201-4230110	99.96
MENARD, INC	50483	03/27/2024	Items for admin renovations	2206-5-201-4430500	26.77
AMAZON CAPITAL SERVICES I	1NFX-JKCP-XKNL	03/27/2024	Desk suite	2206-5-201-4430500	1,499.99
FRANGER GAS COMPANY INC	441749	03/27/2024	Propane fuel for maint dept	2206-5-201-4220210	29.70
EMERGENCY RADIO SERVICE,	466483	03/27/2024	Repair of maint radio equipm	2206-5-201-4360200	641.63
MENARD, INC	50644	03/27/2024	Items for admin renovations	2206-5-201-4430500	55.14
KEVIN D. BECKER	I-14352	03/27/2024	Annual water valve testing	2206-5-201-4360400	155.00
HAWKINS WATER TECH, INC	12632TN	03/27/2024	Water delivery for maint dept	2206-5-201-4220150	41.00
CINTAS CORP.	4186764124	03/27/2024	Uniform cleaning contract	2206-5-201-4360400	32.47
MENARD, INC	50698	03/27/2024	Items for admin renovations	2206-5-201-4430500	797.41
MENARD, INC	50712	03/27/2024	Credit on inv 50698 for return	2206-5-201-4430500	-569.00
MENARD, INC	50786	03/27/2024	Janitorial supplies	2206-5-201-4220310	11.69
MENARD, INC	50787	03/27/2024	Items for admin renovations	2206-5-201-4430500	618.90
MENARD, INC	50788	03/27/2024	Items for admin renovations	2206-5-201-4430500	170.52
MENARD, INC	50821	03/27/2024	Items for admin renovations	2206-5-201-4430500	98.69
KAREN SHAW	032124	03/27/2024	Mileage, 02.26.24 to 03.21.24	2206-5-201-4320300	40.74
4IMPRINT, INC	26928256	03/27/2024	Balsa airplane gliders with EK	2206-5-201-4220150	514.48
MENARD, INC	50867	03/27/2024	Items for admin renovations	2206-5-201-4430500	206.20
MENARD, INC	50898	03/27/2024	Items for admin renovations	2206-5-201-4430500	20.49
ATI AVIONICS INC	5097	03/27/2024	Repairs to lighting gun equip a	2206-5-201-4360200	1,620.00
				Fund 2206 - AVIATION Total:	35,775.65
				Grand Total:	35,775.65

Fund Summary

Fund	Expense Amount
2206 - AVIATION	35,775.65
Grand Total:	35,775.65

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	1,997.57
2206-5-201-4220150	Operating Supplies	626.94
2206-5-201-4220210	Gasoline	712.20
2206-5-201-4220310	Household, Laundry, & C	263.87
2206-5-201-4230110	Building Materials	132.93
2206-5-201-4230200	Repair Parts	228.96
2206-5-201-4230300	Small Tools & Minor Equ	30.95
2206-5-201-4310400	Professional Services	85.90
2206-5-201-4320300	Travel	40.74
2206-5-201-4360100	Repairs & Maint - Bldg	16,790.50
2206-5-201-4360200	Repairs To Equipment	2,261.63
2206-5-201-4360400	Maintenance Contract	493.38
2206-5-201-4390300	Subscriptions	395.00
2206-5-201-4390912	Contract Services	810.00
2206-5-201-4430500	Buildings	10,905.08
Grand Total:		35,775.65

Project Account Summary

Project Account Key	Expense Amount
None	35,775.65
Grand Total:	35,775.65



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Payment Dates 2/24/2024 - 3/24/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
COMCAST CABLE	INV0001653	03/15/2024	8771402050907961 1211 C	2206-5-201-4320400	184.12
NORTHERN INDIANA PUBLIC S	INV0001651	03/15/2024	6440000093 1211 CR 6W	2206-5-201-4350200	928.19
NORTHERN INDIANA PUBLIC S	INV0001652	03/15/2024	7375580016 1321 CR 7	2206-5-201-4350200	353.64
COMCAST CABLE	INV0001736	03/22/2024	8771402050907656 1139 CR	2206-5-201-4320400	74.22
ELKHART PUBLIC UTILITIES	INV0001654	03/15/2024	1203336003 1211 CR 6W	2206-5-201-4350400	54.97
ELKHART PUBLIC UTILITIES	INV0001655	03/15/2024	1203335600 1139 CR 6W	2206-5-201-4350400	53.95
ELKHART PUBLIC UTILITIES	INV0001656	03/15/2024	1203335800 1205 CR 6W,2B	2206-5-201-4350400	10.85
INDIANA MICHIGAN POWER C	INV0001799	03/22/2024	04240948119 1211 CR 6W	2206-5-201-4350100	3,698.91
IN DEPT OF HOMELAND SEC	5715	03/22/2024	Annual elevator license at tow	2206-5-201-4390900	642.15
Fund 2206 - AVIATION Total:					<u>6,001.00</u>
Grand Total:					<u><u>6,001.00</u></u>

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	6,001.00
Grand Total:	6,001.00

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	258.34
2206-5-201-4350100	Electricity	3,698.91
2206-5-201-4350200	Natural Gas	1,281.83
2206-5-201-4350400	Water & Sewer	119.77
2206-5-201-4390900	Other Services & Charge	642.15
Grand Total:		6,001.00

Project Account Summary

Project Account Key	Payment Amount
None	6,001.00
Grand Total:	6,001.00



MEMORANDUM

DATE: March 27, 2024

TO: Board of Aviation Commissioners


FROM: Andy Jones

RE: **Agreement between the FAA & Elkhart Municipal Airport regarding the Operations & Maintenance Manual & request for the Board President to sign this agreement.**

Please approve the attached agreement. This agreement outlines the advanced systems design service operation & maintenance manual between the FAA & EKM. This agreement has been approved by the City legal department and I ask the BOAC to approve this agreement **AND** give permission to the BOAC President to sign this agreement on behalf of the City.

Please approve the attached agreement and give permission for the Board of Aviation Commissioners President to sign this agreement.

Thank you,


Andy Jones

Advanced Systems Design Service
Non-federal Program
Operation and Maintenance Manual

EKM
ELKHART MUNICIPAL AIRPORT
ELKHART IN

This manual fulfills the requirements of Title 49 of the United States Code (49 USC) Section 44708, Title 14 of the Code of Federal Regulations (14 CFR) Part 171, and the latest version of Federal Aviation Administration (FAA) Order 6700.20, *Approval, Operation, and Oversight of Non-federal Systems* which is mandatory guidance for sponsors of non-federal systems and subsequently non-federally employed maintenance technicians.

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Part 1. Agreement for Operation & Maintenance

Part 2. Operational Requirements

Part 3. Aircraft Accident Procedures

Part 4. FAA Forms

Part 5. Remote Maintenance Monitoring

Part 6. Maintenance Requirements

Part 7. Facility Contact Information

Part 8. Non-federal System Data

Part 9. Primary Technicians

Attachments:

These attachments require signature by the sponsor if they want copies of the order(s).

- Federal Aviation Administration Non-Disclosure Agreement
- Air Traffic Organization Sensitive Unclassified Information Access and Acceptable Use Agreement

Part 1. Agreement for Operation & Maintenance

Part 1. Agreement for Operation & Maintenance
between
The Federal Aviation Administration (FAA) & CITY OF ELKHART

In accordance with the relevant requirements set forth in 14 CFR Part 171 and this Operations and Maintenance Manual (OMM) dated **02/08/2024** CITY OF ELKHART, having installed navigational aids ("system") on its airport's premises or on leased land, hereby agrees to comply with this OMM.

The undersigned agrees to operate and maintain the system in accordance with this OMM and all applicable FAA requirements, standards, and criteria. This includes the latest versions of FAA Order 6700.20, 14 CFR Part 171, and other FAA directives identified later in this document.

The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. The sponsor must implement these changes within 10 business days of the FAA issuing written notification to the sponsor. The sponsor is responsible for notifying the non-federally employed maintenance technician(s) identified as having verification authority at this location.

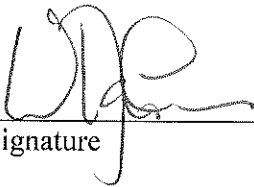
The undersigned agrees that the OMM's facility contact information must remain current. The sponsor must advise the FAA Inspector of planned changes to the non-federally employed maintenance technician(s) and the FAA Inspector will prepare an updated contact sheet.

If at any point the "verified maintenance technician(s)" listed cease to perform the functions indicated, the sponsor agrees to notify the FAA within 10 business days.

The undersigned agrees that non-compliance with the above requirements are grounds for decommissioning and cancellation of instrument flight procedures (if applicable).

Regarding any liability which may arise from the use and/or the operation of this system, both the sponsor and the FAA expressly agrees that it must be solely and exclusively liable for the negligence of its own representatives or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own representatives or employees.

Sponsor (or Representative)



Signature

Date

JOHN WELZENBACH
john.a.welzenbach@faa.gov
Electronically signed by: John
Welzenbach
via the Non-federal Tool
02/08/24 12:44:20

FAA Designated Representative

Signature

Date

Part 2. Operational Requirements

The FAA will not allow operation of system(s)/equipment in the National Airspace System (NAS) unless the following requirements are met. If the sponsor (and/or its representatives, non-federally employed maintenance technician(s), etc.) fail to comply with this manual, the FAA will rescind its approval for the system's operation.

1. Licensing (for systems that transmit radio signals).

- a. System/Equipment. The system's Federal Communications Commission (FCC) license must be conspicuously posted at the facility. The sponsor must ensure that the FAA Inspector has a copy of the license. FCC Licenses require renewal, i.e., the FCC does not issue them for indefinite use (refer to the FCC website for renewal information). The sponsor must obtain an FCC Application for Radio Service Authorization from the FCC. Each application must reference a Non-Government Tracking Number (NGT#) as proof of FAA coordination. See Order 6700.20 for guidance on coordination with the FAA's Spectrum Engineering via the Web-based Frequency Coordination Request (WebFCR) portal.
- b. Non-federally Employed Maintenance Technician(s). The technician(s) who operate and maintain this system must receive FAA approval. They must also meet FCC licensing requirements, if the system transmits radio signals. The technician meets the FCC licensing requirement if the non-federal technician holds a General Radiotelephone Operator License (GROL) issued by the FCC. Non-federal technicians must provide a copy of their GROL to the FAA in accordance with the latest version of Order 6700.20. The FAA will grant verification authority after the successful completion of the following:
 - i. An FAA approved theory course and
 - ii. An FAA administered performance examination.

Note: The non-federal technician will receive a system/equipment specific "verification authority" letter.

2. Notice to Air Missions.

- a. A Notice to Air Missions (NOTAM) contains the establishment, condition, or change in any aeronautical system, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations.
- b. The sponsor must ensure the prompt and accurate announcement of any deviation from normal operation or failure of this system by a NOTAM.
- c. The sponsor must file or ensure their technician files NOTAMs through NOTAM Manager or the appropriate FAA facility (Control Center).

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Part 2. Operational Requirements

- d. Events requiring NOTAMs include, but are not limited to:
 - i. Confirmed pilot problem report as reported by Air Traffic Control to the Sponsor.
 - ii. Scheduled system maintenance.
 - iii. Planned flight inspections.
 - iv. Unscheduled outages as indicated by sponsor's monitoring of the system, e.g., for an Automated Weather Observing System (AWOS) via Remote Maintenance Monitoring or for a Ground Based Augmentation System (GBAS) via Remote Maintenance Data Terminal.
- e. In the event of a failure or deviation exceeding (or expected to exceed) 24 hours, the sponsor (or representative) must notify the Control Center identified in Part 7 – *Facility Contact Information*.
- f. If there is a local Airport Traffic Control Tower (ATCT) or Terminal Radar Approach Control Facility (TRACON) the sponsor must enter into a written agreement (such as a Letter of Agreement (LOA), with the ATCT and/or TRACON for facilitation of NOTAM coordination and pilot problem reporting. (See paragraph 5 for additional details.)

3. Sponsor Monitoring.

- a. It is FAA policy that a remote-status monitoring system be provided for all electronic navigational facilities used in support of instrument flight procedures. Suitable monitoring equipment must be provided at an appropriate and secure, yet inspection-accessible location that enables detection of any of the following conditions:
 - i. Malfunction or failure of the transmitter equipment.
 - ii. Malfunction or failure of the monitor equipment.
- b. If an LOA is necessary, it must define the monitoring equipment used and assignment of responsibilities associated with it.
- c. The FAA classifies navigational facilities/systems/equipment in accordance with the way they are monitored. See FAA Order 8260.19, *Flight Procedures and Airspace* for the classification of monitoring categories and their descriptions.

Note: In this sub-section, the term “category” refers to “monitoring category” – not “instrument approach category.”

4. Scheduled Outage for Routine Maintenance. Non-federally employed maintenance technicians must not perform routine maintenance unless all the following conditions exist:

- a. Coordinated interruption of service with the appropriate Control Center, as specified in either this OMM or the LOA, if an LOA is in place.

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- b. The ATCT/TRACON approves the service interruption, as specified in the LOA. Only applicable if there is an LOA.
- c. A NOTAM is in effect announcing the scheduled interruption.
 - i. The advance notification of the interruption must state the specific time for the interruption and how long the system will be out of service.
 - ii. The non-federally employed maintenance technician must not shut down the system until the specific time identified.
- d. The system identification signal is disabled while the technician performs maintenance tasks. (Note: For GBAS, this means the technician must either place the system in “test mode” or disable transmission.)

5. Pilot Problem Reports.

Sequence of Events:

- a. The sponsor (or designee) must initiate a NOTAM to remove the system (or impacted approach¹) from service, immediately upon receiving notice of a confirmed² pilot problem report of abnormal operation from Air Traffic. If there is an LOA between the sponsor and Air Traffic, it must define how Air Traffic will confirm pilot problem reports (i.e., ensure that the reports are not indicative of an issue with a single aircraft).
- b. The sponsor must notify the non-federal maintenance technician about the report and the NOTAM.
- c. The system (or impacted approach) must remain out of service until the non-federally employed maintenance technician confirms it is operating correctly and/or the FAA conducts a flight inspection (if necessary).
- d. If there is no ATCT, the sponsor or non-federal technician must NOTAM the system out of service and report the unscheduled outage. Proceed with steps to make repairs, as warranted, validate resolution, and return to service.

¹ For a Ground Based Augmentation System (GBAS), Air Traffic and the sponsor is responsible for deciding whether to remove the entire GBAS from service or just the affected procedures. Repeated pilot reports for the same runway end or vicinity may point to a source of local radio frequency interference (potentially evident because no other runway end is experiencing issues). The LOA must document such decisions and the process for deciding.

² Air Traffic typically confirms pilot reports by soliciting and receiving information from other aircraft in the area.

6. Continuity of Service.

- a. Category (CAT) II and Cat III landing systems must comply with the FAA's Continuity of Service requirements, in accordance with the most recent version of Order JO 6750.57, Instrument Landing System (ILS) Continuity of Service Requirements and Procedures.
- b. The International Civil Aviation Organization (ICAO) Standards and Recommended Practices (SARPS) ensures the level of service provided by each Cat II/III system. Continuity of Service (CoS) requirements ensure that the probability of a cessation or loss of system signal will be very small. The ICAO SARPS base the CoS requirements on operational safety of flight considerations during low visibility operations and apply them to each landing system installation. Each system has a requirement to demonstrate performance that correlates to the system's category of service used. If a system cannot show compliance with the CoS requirements, the sponsor must take immediate action to rectify the problems, or the system or instrument approach may need to be downgraded to a lower category of operation.
- c. The sponsor must notify their assigned FAA Inspector of any service interruptions lasting longer than a 60-second timeframe within 24 hours of the service interruption event. Report service interruptions to the assigned FAA Inspector via the Service Interruption Account (SIA) Form via email. See Part 4 of this OMM.
- d. Upon notice of a service interruption, the FAA Inspector will submit the outage information into the SIA tracking tool. After the first service interruption, within a 6-month period, the system may return to service once corrective maintenance has been completed. Upon the second service interruption, within a 6-month period, the system will remain out of service (OTS) until the FAA's Operations Engineering Support Group (OESG) completes an assessment. Each OTS event may change the system Mean Time Between Outages requirement(s), which OESG will determine. FAA assessment may require a reimbursable agreement to cover OESG's labor and travel expenses. The FAA Inspector will notify the sponsor of any required action(s).
- e. Sponsor noncompliance with the above requirements will be grounds for the cancellation of FAA-approved instrument flight procedures, permanent downgrade of the landing system's category, or removal of the system from the National Air Space.

7. Required Support Items.

- a. The non-federal technician must use FAA-approved test equipment, when performing maintenance on the system. Non-federally employed maintenance technicians may not use FAA-owned test equipment.

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- i. Calibration of test equipment used to measure key performance parameters must follow the schedule identified in the system's Commercial Instruction Book (CIB) or the test equipment instruction book, whichever period is shortest.
 - ii. All test equipment calibration must meet standards traceable to the National Institute of Standards and Technology.
- b. The sponsor must ensure that sufficient spare parts are available to ensure that the system's service is reliable. The sponsor must have a spare-parts plan for replacement parts. The plan may include such things as on-site spares, maintenance contracts with an original equipment manufacturer (OEM), or spares located at an OEM facility.

8. Emergencies.

- a. Military. In the case of a national defense alert, the facility must adhere to directions received from the FAA and must remain in compliant status until receiving official notice that the alert is over.
- b. Aircraft Accident. Part 3 of this manual provides guidance in case of an aircraft accident.

Part 3. Aircraft Accident Procedures

NOTE: Part 3 is not pre-filled. This section of the OMM contains the appropriate templates the sponsor/non-federally employed maintenance technician must fill out and submit in case of an aircraft accident or incident. The OMM provides these “templates” as a courtesy to avoid 1) the need to search for them and 2) any confusion that would delay or prevent proper action in the aftermath of an event. The sponsor or non-federal technician will need to print this section, make copies if necessary, or use an electronic version (available on the Non-federal Program’s public website). A separate submittal is mandatory for each system.

Part 3. Aircraft Accident Procedures

General Information. This part of the OMM is provided to help expedite the verification of systems that are suspect in an aircraft accident or incident at a facility. It will also ensure that the sponsor and/or non-federally employed maintenance technician completes all required actions. It contains the following documents:

- a. *General Information Checklist.*
- b. *Facility Restoral Checklist.*

Note: The non-federal technician is responsible for completing these checklists, forwarding the *Facility Restoral Checklist* to the FAA's National Technical Operations Aircraft Accident Representative (NTOAAR), and sending a copy to the Sponsor and the FAA Inspector.

Section 1 - Non-federal Technician who completed the *General Information Checklist* and *Facility Restoration Checklist*:

Name

Signature

Date

Section 2 - Individual who reviewed the Facility Restoral Checklist for completeness and accuracy:

Name

Signature


Date

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1. Information and Instructions.

- a. Any non-federal facility employee who becomes aware of an aircraft accident or incident must report the facts immediately.
- b. There are a series of steps to be performed for systems suspected in an aircraft accident. Perform these steps as described to ensure the accurate documentation of the status of the facility/system/equipment. The latest version of Order JO 8020.16, *Air Traffic Organization Aircraft Accident and Incident Notification, Investigation, and Reporting* is the controlling directive. It takes precedence over other instructions if there are conflicts. Perform the steps outlined below in the sequence indicated:
 - i. Initial determination of facility status.
 - ii. Facility status notification to Technical Operations Services/Air Traffic.
 - iii. Technical evaluation of facility.
 - iv. Documentation of the “as-found” condition of the facility.
 - v. Notification to the Technical Operations Aircraft Accident Representative (TOAAR) of “as-found” condition.
 - vi. Flight check, if applicable.
- c. When a facility/system/equipment may be suspect in an aircraft accident or incident:
 - i. The Operations Control Center (OCC) must contact the sponsor, and the Service Area point of contact. (See Part 8, *Facility Contact Information*.)
 - ii. The Service Area point of contact must notify the non-federal maintenance technician(s) listed in Part 8 and instruct the technician to generate the “as-found” required documentation and the Facility Restoral Checklist.
 - iii. If the non-federal technician is not available to document “as-found” conditions in a timely manner:
 - 1) The OCC must identify an FAA Airway Transportation Systems Specialists (ATSS)/FAA Inspector who has completed training for the system type and is familiar with the facility.
 - 2) The sponsor must provide facility access to the ATSS immediately.
 - iv. The ATSS will complete the “as-found” documentation (but not the restoration).



2. **Initial Determination of Facility Status.** This step is to determine if the facility was operating normally immediately before – or at the time of – the accident.

This step is important because it provides Air Traffic and Technical Operations Services with information needed to make decisions that are vital to public safety.

- a. Unless instructed otherwise, the non-federal technician must not perform this step alone.
- b. An observer must accompany the non-federal technician to ensure that, in the future, there is no question as to what took place at the facility.
- c. The observer must attest that the recorded findings and actions by the non-federal technician represent a true and accurate description of the witnessed activities.
- d. The OCC will locate and dispatch an observer for each potentially suspect facility that is removed from service. (However, the on-duty TOAAR may waive this requirement.)
- e. The non-federal technician making the initial determination of the facility's status must have current verification authority on the system.
- f. Ideally, the observer will be an FAA ATSS. But if need be, the observer can be anyone, to save time.
- g. The non-federal technician must make log entries that indicate the purpose of the visit, and the results of the initial determination in the Facility Maintenance Log (FML).
- h. The type of information obtained during an initial determination visit is limited to that which can be visually learned.
- i. No adjustments or control functions may be made during the initial determination.
- ii. The initial determination must be made using only that information which can be gathered using a hands-off process, i.e., the technician and observer may only gather information by looking at equipment indicators, meters, etc.

3. **Notification to Air Traffic/Technical Operations Services of Facility Status.** The information obtained on the system's status must be given to the TOAAR as soon as possible. A log entry stating who was given this information must be made at the facility.

Note: Complete Section 1 of the Facility Restoration Checklist.

4. **Technical Evaluation of System.** When the TOAAR notifies a non-federal technician that they are requiring a post aircraft accident technical evaluation of a system, the evaluation process must have two participants. One being the non-federal technician responsible for performing the evaluation and possesses verification authority on the system involved. The other acting as an observer is normally an FAA employee who possesses a current certification authority on the system type. Only the TOAAR can waive the requirement for an observer.

- a. If there is no waiver, the technical evaluation cannot happen if an observer is unavailable.
- b. If there is a waiver, the person conducting the evaluation must not be the last person who verified the system.


Note: Complete Section 2 of the Facility Restoration Checklist.

- 5. Documentation of the Condition of the System.** Complete this step with attention to detail. This includes entries in technical performance records, facility maintenance logs, and ground inspection forms. The text in the Facility Restoration Checklist provides for a standard description that everyone involved in the investigation can uniformly interpret. Entries must be accurate and complete.

Note: Complete Section 3 of the Facility Restoration Checklist.

- 6. Notification to the TOAAR of “As-Found” Condition.** The non-federal technician must provide the TOAAR with the Facility Restoration Checklist and send a copy to the Sponsor and the FAA Inspector. Submit this information as soon as possible so the FAA can make decisions regarding further actions, such as whether to call for a flight inspection. Forward the original documents to the Tactical Operations Programs Team:

Federal Aviation Administration
Tactical Operations Programs Team/AJW-B620
3701 Macintosh Dr
Warrenton, VA 20187
Attn: National Technical Operations Aircraft Accident Representative (NTOAAR)



General Information Checklist

The non-federally employed maintenance technician must complete this checklist. The sponsor must retain a copy on file and send the original to the NTOAAR at the address referenced above.

Section 1 – First Contact (Notification to Non-federal Personnel)

Name of first non-federal individual contacted by Air Traffic


Name of Air Traffic personnel or the individual making contact, if not Air Traffic

Time non-federal individual received notification [all times in Greenwich Mean Time (GMT)]

Section 2 – Notifications by Non-federal Personnel (all times in GMT)

Time of notification to TOAAR:	
Time of notification to Sponsor:	
Time of notification to FAA Non-federal Inspector:	

The TOAAR will determine, with assistance from Air Traffic the systems that may or were in use by the aircraft, as well as the aircraft number, aircraft type, location of crash, time of crash, and type of flight plan.

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Facility Restoral Checklist

The non-federally employed maintenance technician must fill out a separate Facility Restoration Checklist for each non-federal system removed from service for possible accident/incident involvement as identified by the duty TOAAR.

Section 1 – System Identified for Restoration

Fac Ident	System Type	Last Non-federal Technician Who Verified

Did the TOAAR issue a waiver for an observer? (If not, provide Observer name and number.)

Yes/No	Observer Name, if the answer is “no”	Phone Number

Section 2 – Site Arrival Details

Arrival Date (mm/dd/yyyy)	
Arrival Time (GMT)	
Reason for Visit	

Current Weather Conditions (not at the time of the accident/incident) – General “unofficial” observation of the weather upon arrival:

--

Examples of initial log entries: (not intended for use word-for-word)

GMT Log Entry

1258	<i>Arrived site to initiate verification and/or restoration of facility in a post-aircraft accident/incident.</i>
1303	<i>Presently the weather conditions are overcast and snowing with 2 feet of snow on the ground.</i>
1305	<i>Found GS was operating on commercial power with no alarms or transfers indicated. Air traffic reported no pilot reports of malfunction of this facility during the last x hours (where x represents the approximate number of hours)</i>

Section 3 – Verify & Restore

1. Initiate action to verify and restore the system.
 - a. If the system is shut down, record the status of the equipment in the FML. Reset the equipment, and MAKE NO ADJUSTMENTS. If the system fails to restore to normal

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after resetting, notify the aircraft accident TOAAR immediately for further instructions. If the system resets successfully, continue with the next step.

- b. Immediately record as-found technical data (see paragraph 2), MAKING NO ADJUSTMENTS. IF OUT-OF-TOLERANCE CONDITIONS ARE FOUND, notify the aircraft accident TOAAR immediately for further instructions.
 - c. If a flight inspection has been requested, MAKE NO ADJUSTMENTS prior to commencing the flight inspection, and then make ONLY those adjustments coordinated with flight inspection personnel.
 - d. After recording the as-found technical data (see paragraph 2), and any flight inspection activities are complete, corrective maintenance in support of system restoration may begin. Record as-left technical data (see paragraph 2).
 - e. Verify the system as required and initiate restoration coordination. Record all activities in the FML.
2. Documentation of the condition of the system.
- a. Record technical performance parameters accurately on the appropriate FAA form, Technical Performance Record (TPR). For Remote Maintenance Monitoring (RMM) systems, capture all screens required to support a verification judgement and retain a hard copy. If the equipment involved is operational, record a set of "as found" readings or screens prior to any corrective maintenance, followed by recording a set of "as left" readings or screens.
 - b. Authentication of the technical readings is a must. Enter an authentication statement immediately below each set of "as found" and "as left" parameter values on each TPR and each screen printed. Be sure to identify whether the values are "as found" or "as left."
 - c. If no adjustment or other maintenance was accomplished, a single statement will suffice.
 - d. The authentication statement for use on each set of readings on each TPR and RMM printed screen is as follows:

I certify that the above post-aircraft accident/incident data is a true record of the Part 3, Section 1 identified system type's parameter values (noted on the screens) [<i>as-found, or as-left, or as-found and left</i>] at the date and time indicated.
--

Non-federal Technician:	
Signature	
Print Name	

Observer:	
Signature	
Print Name	
Title	


Note: Example of an authentication statement: "I certify that the above is a true record of the XYZ GS parameter values **as-found** at the date and time indicated."

e. Terminate each TPR page that contains accident/incident data in accordance with FAA Order 6000.15, Appendix H, Paper Maintenance Logs (PML) SOP.

3. Completion:

- a. Confirm restoration coordination is complete.
- b. This completes the facility restoral process.

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Part 4. FAA Forms

Part 4. FAA Forms

1. **FAA Form 6000-8, *Technical Performance Record (TPR)*** - This form is available electronically on the FAA Non-federal Program's public website, Maintaining Non-Federal Systems | Federal Aviation Administration (faa.gov).
2. **FAA Form 6000-10, *Technical Reference Data Record (TRDR)*** - This form is available electronically on the FAA Non-federal Program's public website, Maintaining Non-Federal Systems | Federal Aviation Administration (faa.gov).
3. **FAA Form 6030-1, *Facility Maintenance Log (FML)*** (NSN 7530-01-512-3604) - This form is available electronically on the FAA Non-federal Program's public website, Maintaining Non-Federal Systems | Federal Aviation Administration (faa.gov). Form 6030-1 is also available as carbon-copy paper pads. For information on ordering the carbon-copy version, visit the FAA's forms website (<https://www.faa.gov/forms>) and type 6030-1 into the search box.
4. **Service Interruption Account (SIA) Form** - This OMM contains the SIA form, see the next page. This only applies to systems subject to the Continuity of Service requirement in Part 2 of this OMM.
5. **Aircraft Accident/Incident Checklists** – Part 3 of this OMM provides instructions and the checklists the non-federal technician must fill out.

Service Interruption Account Form

Submit this form to the FAA Non-federal Inspector via email

System Information

Fac ID		System Type	
Location (City, State)		Fac Code	
Service Area		District	

Outage Information

Serial No		SIA Created Date	
Log ID		Outage Start Date	
Submitted By		Outage End Date	

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Part 5. Remote Maintenance Monitoring

Part 5. Remote Maintenance Monitoring (RMM)

1. **Applicability.** Currently, only AWOS has authorization to use RMM. The FAA must authorize and approve the use of any manufacturer developed RMM capability for any system.
2. **Adjustment of AWOS through RMM.**

Any non-federal AWOS authorized to use FAA-approved, manufacturer developed RMM capability must have an approved printer or data-storage device that documents all remotely performed maintenance activities. This printer or storage device must make a record of each log-on and equipment adjustment initiated from the remote interface screen. Retention policy for printouts or digital records is 30 calendar days, unless an RMM activity takes place 30 calendar days or less prior to a significant event.


The definition of a “significant event,” for the purposes of a non-federal system, is any unscheduled outage requiring a NOTAM. If such an outage takes place, the non-federally employed maintenance technician must update the FML as soon as possible, referring to the RMM activity. The retention policy for the corresponding RMM log is a minimum of 2 years. Reference the most recent version of Advisory Circular 150/5220-16, Automated Weather Observing Systems (AWOS) for Non-federal Applications, and Order 6700.20.

3. **Relevant Procedures.**

If a significant event occurs, causing an unexpected outage, the non-federal technician must contact the RMM POC to inquire as to whether any RMM activities occurred during the prior 30 days.

If so, the non-federal technician must take the following actions:

- a. Issue a NOTAM.
 - b. Notify the RMM POC to retain the RMM log for the corresponding activity for 2 years.
 - c. Create an entry in the FML referring to the RMM activity including the date of performance.
4. **RMM Logs.** The sponsor and/or non-federally employed maintenance technician must ensure the TOAAR is aware that there is an RMM Log, if the need arises.

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Part 6. Maintenance Requirements

Part 6. Maintenance Requirements

Note: Part 6 provides information that pertains to all non-federal system types, unless otherwise noted.

EKM
AWOS

1. Letter of Agreement.

- a. Under certain circumstances, the most recent version of Order 6700.20 may require a local LOA with the FAA's Air Traffic.
- b. Refer to the "Guidelines for Installation" found in Chapter 4 of Order 6700.20.

2. Non-federally Employed Maintenance Technician.

- a. The non-federal technician must maintain this system in accordance with the manufacturer's instruction book.

Note: The CIB's maintenance schedules and requirements reflect the minimum level of maintenance necessary to comply with this OMM.

- b. The FAA requires that the non-federal technician who maintains the system possess system-specific verification authority issued by the FAA.
 - i. Verification authority must be in writing.
 - ii. The non-federal technician's name and work-contact information must appear in Part 7 of this OMM, Facility Contact Information.
 - iii. The non-federal technician must be on site for all FAA ground inspections.
- c. At all times, the sponsor must have in its employ a non-federal maintenance technician.
- d. Failure to meet any of the requirements in this Part of the OMM may result in the FAA issuing a NOTAM to remove the system from service. The FAA may grant exceptions on a case-by-case basis if the Sponsor (or representative) coordinates with the FAA.

3. Modification of Maintenance Procedures. Such modifications must comply with the same requirements that apply to system modifications. Refer to the following paragraph.

4. System Modification.

- a. A modification is a configuration-managed change to a NAS baseline for hardware, software, firmware, equipment, or documentation. Modifications also include changes to electronic or mechanical components, software or firmware code, documentation (e.g., schematic, wiring diagrams, physical outline, floor plan, plot layout, structural details, FAA directives, equipment instruction books, parts list, or catalog etc.), existing

standards and tolerances/limits, or the need for establishing new standards and tolerances/limits.

- b. Updates to system configuration files (e.g., adaptation data file and measured site data file) that are a part of established installation and/or maintenance activities are not considered to be modifications.
- c. Requirements:
 - i. The FAA does not cover expenses for modifications to non-federally owned systems.
 - ii. The sponsor must submit all proposed modifications for FAA review. Note: Depending on the desired change, the FAA may direct the sponsor to the manufacturer for an official submission to the FAA.
 - 1) The FAA Inspector is the point of contact.
 - 2) Submit requests via email.
 - 3) The proposal must describe the general modification plan and schedule (i.e., the scope of the modification and the relevant timeline).
 - 4) The FAA must approve all modification(s), in writing.
 - 5) This OMM may require updates to reflect the modification(s). However, the update may take the form of an official document to attach to this OMM.
 - 6) The FAA Inspector must complete the latest Ground Inspection Form before the non-federal technician may return the system to service.
 - 7) The FAA Inspector must confirm that the modification(s) and associated return-to-service verification/test activities were completed successfully.
- d. Emphasized Examples.
 - i. The FAA must provide written approval before any modifications are made. This requirement is especially emphasized for the following cases:
 - 1) Relocating the system.
 - 2) Relocating an antenna associated with the system, if applicable.
 - 3) Updating the system's configuration to a new version.
 - 4) Updating the system's components.
 - ii. Reserved

5. Obstructions to System Operation.

- a. The sponsor must control vegetation, snow depth, and other potential obstructions that may adversely affect system operation in accordance with applicable technical documentation.
- b. The sponsor must maintain the system and relevant surroundings in an “as installed” condition, in accordance with the latest versions of the following directives:
 - i. FAA Advisory Circulars and Orders
 - ii. The manufacturer’s Siting Plan, and
 - iii. The manufacturer’s CIB

Note: This OMM identifies specific directives for each system type in paragraph 12, Directives Summary.

6. Relevant FAA Forms & Publications.

- a. General:
 - i. The FAA will provide the sponsor with the forms and publications required for system maintenance or provide where they may locate them.
 - ii. The FAA office responsible for oversight or inspection will provide the forms and publications free of charge.
 - iii. Some FAA forms and orders are publicly available via the following websites:
 - 1) The Federal Aviation Administration public website:
http://www.faa.gov/regulations_policies/faa_regulations
 - 2) The Non-federal Program’s public website: www.FAA.gov/Go/NonFed
- b. TRDR, FAA Form 6000-10. The TRDR provides a snapshot of the system’s parameters at the time of commissioning.
 - i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. The non-federal technician must complete it at the time of the system commissioning.
 - iii. The non-federal technician must store the original in the permanent records of the system also referred to as the Facility Reference Data (FRD), and the FAA Inspector must receive a copy.
 - iv. To maintain an accurate record of system operation and adjustment, the non-federal technician must prepare a new TRDR after any major repair, modernization,

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adjustment, or re-tuning that alters the system's performance and/or impacts the system's baseline parameters, before returning the system to service.

- v. If a new TRDR is necessary, the system requires a new ground inspection, and the non-federal technician must follow the guidelines in paragraph 6.b.iii. above.
 - vi. Retain TRDRs for two years after system decommissioning or if a revised version supersedes it, unless instructed otherwise per Aircraft Accident/Incident requirements.
- c. TPR, FAA Form 6000-8. The TPR provides a historical record, showing the system's parameters as recorded during each scheduled and unscheduled visit.
- i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. The non-federal technician must store the original in the system's records or FRD and provide copies to the FAA Inspector. (Timeframes and methods for submitting TPRs are set forth below.)
 - iii. Retain TPRs for two years, unless instructed otherwise per Aircraft Accident/Incident requirements.
- d. FML, FAA Form 6030-1. The FML is the permanent record of all activities performed to maintain the system at each visit.
- i. For a copy of this form, see Part 4 of this OMM, FAA Forms.
 - ii. Log entries must:
 - 1) Be clear, complete, concise, and recorded in GMT.
 - 2) Include all malfunctions encountered in maintaining the system, as well as information on the kind of work and adjustments made, equipment failures, causes (if determined), and corrective action taken.
 - 3) Provide NOTAM information.
 - 4) Describe periodic maintenance activities required to maintain the system.
 - 5) For systems allowed to use RMM, see Part 5 of this OMM, log any on-site activity related to the system failing to pass a remote test in the on-site FML.
 - 6) Contain system verification statements.
 - a) A statement recording the status of the system, subsystem, or component.
 - b) For this OMM, the word "certification," which is used in FAA orders and other directives, is synonymous with the word "verification."

- c) Verification statements must follow the appropriate FAA orders and other directives.
 - d) Every visit to the site requires a verification statement before returning the system, subsystem, or component to service.
 - e) For systems allowed to use RMM, see Part 5 of this OMM, restoration and/or verification activities conducted remotely also require an entry in the on-site FML.
 - f) Verification statements require the use of specific terms. For instructions, refer to the latest version of the PML SOP found at this link:
https://www.faa.gov/airports/planning_capacity/non_federal/maintaining.
- iii. The non-federal technician must store the original in the system's records or FRD. Retain the original logs at the facility for a period of three years.
 - iv. A copy of the log pages must be sent to the FAA Inspector.
 - v. Timeframes and methods for submitting logs are set forth below.
 - vi. Guidelines for logging requirements can be found in the latest version of the PML SOP.
 - vii. In accordance with FAA policy, the non-federal technician must always create an entry for the following events and activities:
 - 1) Any system outage/interruption regardless of the length of the outage, upon discovery. The non-federal technician must make entries regarding:
 - a) When the outage occurred.
 - b) When verification was complete.
 - c) When the system returned to service.
 - viii. Report unscheduled outages lasting one hour or longer to the appropriate Control Center, even if a NOTAM is not necessary.
 - ix. If the system is not restorable immediately, issue a NOTAM.
- Note:** "Service outages" refers to actual system failures – (in the case of GBAS, this does not include brief constellation-based losses of service).
- e. Timeframe for Submitting FRD to FAA Inspectors.
 - i. General. FAA Inspectors will typically pick up copies of FRD during the periodic inspection. Non-federal technicians may elect to submit their documents more often. If they choose to, discuss submission arrangements with the FAA Inspector.

- c. The FAA may NOTAM the system out of service, cancel the system's instrument flight procedures (if applicable), and/or decommission the system if it fails to meet the agency's technical standards for maintenance.
 - d. The FAA may conduct a follow-up inspection if a system may have been a factor in an aircraft accident/incident. (See Part 3 of this OMM.)
 - e. The FAA requires that the non-federal technician with verification authority participate in the ground inspection.
- 10. Site Safety.** Sponsors must follow all relevant state and local personnel-safety requirements. The FAA Inspector has the right to decide not to inspect the system if the FAA Inspector believes that the site is potentially unsafe. They will discontinue the inspection until the sponsor mitigates the identified unsafe condition(s). This paragraph extends to vegetation to allow safe access to the facility. The sponsor will receive an Inspection Report and a Non-compliance letter that could result in removal of the system from service if not resolved in a timely manner.
- 11. National Airspace Performance Reporting Service (NAPRS).** Non-federal systems are not reportable under the most recent version of Order JO 6040.15, NAPRS and therefore, do not follow or abide by the requirements outlined in the NAPRS desk guides. However, the Non-federal Program requires sponsors and/or non-federal technicians report all non-federal system outages to the appropriate Control Center identified in the OMM, in accordance with the guidelines contained in this document and the most recent version of Order 6700.20.
- 12. Directives Summary.** This paragraph provides separate directive summaries for all non-federal system types. For the purposes of this OMM, sponsors only need to abide by the directives identified specific to systems listed here:

See the most recent versions of the following:

All System Types

- a. Order 6700.20 - Approval, Operation, and Oversight of Non-federal Systems
- b. Order 8260.19 - Flight Procedures and Airspace
- c. Order JO 8020.16 - Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting
- d. Order 6000.15 - Appendices A and H
- e. Order 8200.1 - US Standard Flight Inspection Manual (USSFIM)
- f. Manufacturer's Instruction Book(s)

- ii. Periodic Inspection. If FRD documentation is not available for pick up at the time of the periodic inspection, the sponsor must ensure submission to the FAA Inspector within 30 calendar days following the inspection. The FAA Inspector may allow a one-time, limited extension.

Note: If FRD is not readily accessible, it is a deficiency.

- iii. Failure to Submit on Time. The FAA may issue a NOTAM, removing the system from service if the FAA Inspector does not receive the FRD in accordance with the guidelines established above. The NOTAM will remain in place until the sponsor submits the system documentation.

7. Security. The sponsor has a responsibility to meet physical and cybersecurity requirements, in accordance with 49 CFR Transportation, Part 1520, Protection of SSI and Part 1542, Airport Security. This includes establishing and carrying out programs that

- a. Provide for the safety and security of persons and property.
- b. Provide protection to ensure unauthorized personnel do not have access to the equipment.
- c. Report cybersecurity incidents to the Federal Government.
- d. Refer requests for Sensitive Security Information (SSI) to the appropriate Federal agency.

8. Flight Inspections.

- a. The FAA will conduct flight inspections in accordance with the latest version of Order 8200.1, United States Standard Flight Inspection Manual. Some system types may not require a flight inspection.
- b. The CIB may outline activities requiring flight inspection.
- c. When required by the FAA, the sponsor must provide ground-to-air communications in support of flight inspection. These communications must be on very high frequency (VHF) 135.85 or 135.95 megahertz (MHz).
- d. The FAA requires that the non-federal technician with verification authority participate in the flight inspection.

9. Ground Inspections.

- a. The FAA will conduct periodic ground inspections.
- b. The FAA office that has inspection responsibility will coordinate the inspection with the sponsor and non-federal technician.

ALS - Approach Lighting System (ALSF/SSALR/MALS/MALSR/MALSF)

- a. Order JO 6850.5 – Maintenance of Lighted Navigational Aids

AWOS – Automated Weather Observing System

- a. Order JO 6560.13 – Maintenance of Aviation Meteorological Systems
- b. Order JO 6563.1 – Maintenance of the Automated Weather Observing System-C (AWOS-C)
- c. Order JO 6560.20 – Siting Criteria for Automated Weather Observing Systems (AWOS)
- d. AC 150/5220-16 - Automated Weather Observing Systems (AWOS) for Non-federal Applications

DME – Distance Measuring Equipment

- a. Order JO 6730.2 – Maintenance of Distance Measuring Equipment (DME) Facilities
- b. Order 9840.1 – U.S. National Aviation Handbook for the VOR/DME/TACAN Systems

GBAS

- a. Order 6884.1 - Siting Criteria for Ground Based Augmentation System (GBAS)
- b. Order JO 6750.57 - ILS Continuity of Service Requirements & Procedures

ILS – Instrument Landing System (LOC - Localizer and GS - Glide Slope)

- a. Order JO 6750.49 – Maintenance of Instrument Landing Systems (ILS) Facilities
- b. Order JO 6750.57 – ILS Continuity of Service Requirements & Procedures

Note: This list also pertains to SDF – Simplified Directional Facility

IM, OM, LOM, MM - Markers

- a. Included in ILS Orders.

NDB – Non-Directional Beacon

- a. Order JO 6740.2 – Maintenance of Nondirectional Beacons (NDB)

RVR – Runway Visual Range

- a. Order JO 6560.31 – Maintenance of Runway Visual Range (RVR) Equipment Type FA-10268 and Type FA-19200

VOR – Very High Frequency Omnidirectional Range


- a. Order JO 6820.7 – Maintenance of Navigational Aids Facilities and Equipment – VOR, DVOR, VOR/DME, VORTAC

13. Sensitive Unclassified Information (SUI). The Directives Summary above includes documents that are not available to the public. Some of these documents may contain NAS Sensitive Technical Information (STI). STI is equivalent to SUI, specifically identified as Sensitive Security Information (SSI) in Title 49 CFR, Transportation, Part 1520 Protection of SSI.

- a. In accordance with the most recent version of Order 6700.20, before the FAA will release copies of FAA documentation that contain SUI each individual requesting/receiving the documentation must sign the following agreements:
 - i. FAA Non-Disclosure Agreement (NDA)
 - ii. Air Traffic Organization SUI Access and Acceptable Use Agreement (AAA)
- b. A copy of each agreement is available with this OMM.
- c. The table below identifies FAA documentation **not** publicly accessible and identifies which documents contain SUI. A signed NDA and AAA is a requirement to receive documents containing SUI.

System Type	Document No.	SUI?	Need NDA & AAA?
ALSF/SSALR MALSR/F	Order JO 6850.5	No	No
AWOS	Order JO 6560.13	No	No
AWOS	Order JO 6563.1	No	No
DME	Order JO 6730.2	Yes	Yes
DME	Order 9840.1	Yes	Yes
ILS	Order JO 6750.49	Yes	Yes
ILS	Order JO 6750.57	Yes	Yes
NDB	Order JO 6740.2	Yes	Yes
RVR	Order JO 6560.31	No	No
VOR	Order JO 6820.7	No	No

All directive(s) received belong to the Federal Aviation Administration and may be used for official Government purposes only. They may not be released without the expressed permission of the Federal Aviation Administration. Refer requests for the document to: FAA Headquarters, Advanced Systems Design Service Team (AJW-121), 800 Independence Avenue SW, Washington, DC 20591-0001

Sponsor's Initials 

Part 7. Facility Contact Information

The Non-federal Program does not require executing a new OMM if any of the information below changes. The FAA Inspector will fill out a replacement page, when needed.

Sponsor/Sponsor Representative

Name	Andy Jones
Title	Airport Director
Organization	City of Elkhart
Address	1211 CR 6 W ELKHART, IN 46514
Email Address	Andy.Jones@coei.org
Phone Number	574-264-5217

Control Center Telephone Number

OCC (for NavAids)	866-4-FAA-OCC (866-432-2622)
NEMC (for AWOS not in AK)	855-FAA-NEMC (855-322-6362)
Alaska Center (for AWOS in AK)	907-269-1102
Other	866-TELL-FAA (866-835-5322)

Sponsor's Initials

Part 7. Facility Contact Information

Service Area Points of Contact


FAA Inspector(s)

Name	Email	Phone
Steven Showalter	steven.showalter@faa.gov	574-242-2414
AWOS		

Name	Email	Phone

Non-federal Program Liaison

Service Area	Name	Email	Phone
CSA	Franklin Hodge	franklin.hodge@faa.gov	817-222-4247
ESA	Robert Linscheid	robert.linscheid@faa.gov	404-305-7134
WSA	Kasandra Brown	kasandra.brown@faa.gov	206-231-2959

Sponsor's Initials 

Part 8. Non - federal System Data

This section will contain a completed form for each system represented by this OMM.

Part 8. Non-federal System Data

Airport/Heliport/Etc.

Airport Name	ELKHART MUNICIPAL AIRPORT
Airport City & State	Elkhart, IN

Sponsor/Sponsor Representative

Name	Andy Jones
Title	Airport Director
Organization	City of Elkhart
Address	1211 CR 6 W Elkhart, IN 46514
Email Address	Andy.Jones@coei.org
Phone Number	574-264-5217

Facility/System/Equipment – as applicable

System	Latitude	Longitude	Elevation (MSL)
EKM AWOS	41.72222999	-86.0000500	778'

FCC License Information – if applicable (VHF)

Frequency	124.475
Time Slots	
FCC Licensed Power	2.5
Modulation Class	
Licensee (per FCC License)	City of Elkhart
File No.	0008109160
Call Sign	KRA4
FCC Registration No.	0006725907

FCC License Information – if applicable (UHF)

Frequency	
Time Slots	
FCC Licensed Power	
Modulation Class	
Licensee (per FCC License)	
File No.	
Call Sign	
FCC Registration No.	

Sponsor's Initials 

Equipment Details

Manufacturer	Mesotech
Model	AWOS VC
Configuration	AWOS 3 PT
Part Number	
Standby Power Type	N/A
Monitoring Type	NO

Part 9. Primary Technicians

Primary Technicians

EKM

AWOS

This document identifies all non-federally employed maintenance technicians with Verification Authority. It must remain attached to the OMM. The inspector may revise this list without obtaining a new signature on the OMM.

Non-federally Employed Maintenance Technician(s)	
Name	Scott Picha
Title	Non-Fed Tech
Email Address	spicha@picharadio.com
Phone Number	765-358-3243
FCC GROL No.	PG-GB-0276
System Type(s)	AWOS

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Primary Technicians Continued

EKM

AWOS

This document identifies all non-federally employed maintenance technicians with Verification Authority. It must remain attached to the OMM. The inspector may revise this list without obtaining a new signature on the OMM.

Non-federally Employed Maintenance Technician(s)	
Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

Name	
Title	
Email Address	
Phone Number	
FCC GROL No.	
System Type(s)	

ATO SUI Access and Acceptable Use Agreement

July 2023

The Federal Aviation Administration (FAA) Air Traffic Organization (ATO):

- (1) Requires the use of this *ATO Access and Acceptable Use Agreement* for all recipients of Sensitive Unclassified Information (SUI)¹.
- (2) Must ensure that individuals have the authorization, need-to-know, and duty to protect SUI before providing access to SUI, as specified in the accompanying Non-Disclosure Agreement (NDA)
- (3) Will hold recipients of SUI responsible for the compromise of Government systems, networks, or information through negligence or a willful act, subject to any applicable sanctions as specified in the accompanying NDA.

This *ATO SUI Access and Acceptable Use Agreement* will help guide recipients in the proper handling of SUI, whether the information is marked or unmarked.

In addition to this *ATO SUI Access and Acceptable Use Agreement*, all FAA recipients (employees, contractors, and service providers) are bound to the FAA Rules of Behavior contained in FAA Order 1370.121B, *FAA Information Security and Privacy: Policy, Supplemental Implementing Directive, User Responsibilities and Obligations*.

1.0 RECIPIENT RESPONSIBILITIES

All recipients of ATO Information:

- (1) Must comply with all Federal laws, DOT, FAA, and ATO policies, contracts, and other legal agreements as applicable.
- (2) Must use SUI for lawful, official use, and authorized purposes only.
- (3) Must not further share SUI with any entity unless that entity is validated as an authorized user and/or covered person by ATO System Operations Security (AJR-2) and/or NAS Security Operations (AJW-B) and explicitly approved in writing by the FAA legally designated representative (in most cases the FAA contracting officer).
- (4) Must take personal responsibility for the security and protection of SUI provided to them.
- (5) Must ensure the return or proper destruction of SUI in accordance with FAA Order 1370.121B or National Institute of Standards and Technology (NIST) 800-88 Revision 1, *Guidelines for Media Sanitization*, when the information is no longer needed.

Since written guidance cannot cover every contingency, recipients must use due diligence and the highest ethical standards to guide their actions.

¹ **Sensitive Unclassified Information (SUI)**, per FAA Order 1600.75, *Protecting Sensitive Unclassified Information (SUI)*, SUI is unclassified information – in any form including print, electronic, visual, or aural forms – that we must protect from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

4.0 INCIDENT REPORTING

I will immediately report suspected or confirmed incidents involving SUI, whether intentional or accidental, as soon as recognized to the FAA's Security Operations Center (SOC), NAS Cyber Operations (NCO), and ASH Office of Security and Hazardous Materials, Information Safeguards Division (AXF-200):

FAA SOC: Call 1-866-580-1552 or send an email to SOC@faa.gov

NCO: Call (540) 422-4114 or send an email to 9-AJW-NCO@faa.gov

AXF-200: Send an email to CUI@faa.gov

5.0 ACKNOWLEDGMENT STATEMENT

- (1) I understand and acknowledge that the terms and conditions in this *ATO SUI Access and Acceptable Use Agreement* apply to my access to, and use of, SUI.
- (2) I understand that unauthorized or improper use of SUI may result in a disciplinary or adverse personnel action up to and including removal, as well as civil and criminal penalties.
- (3) I understand that willful unauthorized disclosure of SUI may result in legal liability and consequences for the offender. Individuals who demonstrate egregious disregard or a pattern of failing to comply with the listed requirements will have their access promptly revoked.
- (4) The ATO may revoke, suspend, limit, or modify agreements for any position, at any time, and for any reason.
- (5) By signing this agreement, I acknowledge that I understand and consent to this *ATO SUI Access and Acceptable Use Agreement* when I access ATO systems, network, or information.
- (6) If I do not accept this *ATO SUI Access and Acceptable Use Agreement*, I will not be granted access to any SUI.



I acknowledge that I have read, I understand, and I agree to comply with all terms and conditions of this *ATO SUI Access and Acceptable Use Agreement*.

Recipient: Signature and Date



Recipient: Print Name

Doug Thorne

Recipient: Email

Telephone Number

Recipient: Employer

2.0 APPLICABILITY

This *ATO SUI Access and Acceptable Use Agreement*:

- (1) Applies to all authorized recipients of SUI (including FAA employees, contractors, interns, service providers, maintainers and other persons or entities) regardless of location or affiliation.
- (2) Must be acknowledged by recipients at least annually or upon request. The ATO will deny access to recipients who do not acknowledge and sign this *ATO SUI Access and Acceptable Use Agreement*.

3.0 SYSTEM AND INFORMATION ACCESS PROTECTIONS

To protect ATO systems and information:

- (1) I will:
 - a. Protect all SUI from unauthorized disclosure.
 - b. Physically protect SUI with at least one physical barrier (e.g., stored in a locked office, locked drawer, or locked file cabinet) when unattended.
 - c. Ensure that when SUI is not in secure storage, it is under the protection and control of an authorized person.
 - d. Only access the information required to perform my official duties.
 - e. Encrypt all SUI in storage and in transit.
 - f. Only use FAA-provided or approved encryption methods that are Federal Information Processing Standards (FIPS) 140-3² validated.
 - g. Only store SUI access credentials in a FIPS 140-3 validated encrypted file or device, or in a locked storage container (e.g., locked drawer, safe).
 - h. Only store SUI on devices, equipment, systems, media, or external services (e.g., cloud) that are approved by ATO for such purpose.
- (2) I will **NOT**:
 - a. Attempt to access systems or information that I am not authorized to access.
 - b. Send, copy, or forward any SUI for which I am not authorized.
 - c. Access, process, store, or share SUI on any device, equipment, system, storage media, or external service (e.g., cloud) that is not approved by ATO for such access, processing, or storage.
 - d. Share access credentials with anyone.

² **FIPS 140-3** is a U.S. Government cryptographic security standard specified by NIST. FIPS 140-3 specifies the security requirements for cryptographic modules and is used to accredit cryptographic modules for use by U.S. Government systems to protect SUI/CUI. FIPS 140-3 encryption protects the confidentiality and integrity of the information that is stored on a computer system or is transmitted across a network or other communications mechanism. FIPS 140-2 validated modules, unless explicitly revoked, can remain active for 5 years after validation or until **September 21, 2026**, when the FIPS 140-2 validations will be moved to the historical list.



Federal Aviation Administration

NON-DISCLOSURE AGREEMENT

Department of Transportation Federal Aviation Administration

I, Doug Thorne, an individual official, employee, consultant, contractor, subcontractor, agent, representative, assignee, or affiliate of Elk Muni Airport BOAC, (the Authorized Entity), intending to be legally bound, consent to the terms in this Agreement in consideration of being granted conditional access to Sensitive Unclassified Information (SUI) provided to me in support of the Non-Federal Program. I understand this information is confidential in the sense that it is not generally available to the public, and I agree to safeguard it against disclosure to individuals or entities not authorized to receive it pursuant to the laws, regulations and policies applicable to the particular type(s) of SUI involved.

As used in this Agreement and as defined in Federal Aviation Administration (FAA) Order 1600.75, Protecting Sensitive Unclassified Information (SUI), SUI is unclassified information – in any form including print, electronic, visual, or aural forms – that must be protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA (e.g., disclosure to unauthorized recipients or without using all of the controls required by the laws, regulations, and policies applicable to the type(s) of SUI involved). SUI includes information designated by DOT/FAA and other government agencies as For Official Use Only (FOUO) and all authorized categories and subcategories of Controlled Unclassified Information (CUI) in the CUI Registry, which is maintained by the National Archives and Records Administration's (NARA's) Information Security Oversight Office (ISOO), the Executive Agent for CUI matters. NARA implemented CUI requirements with 32 CFR Part 2002.

I attest that I am familiar with and will comply with the standards for access, dissemination, handling, and safeguarding of SUI to which I may have access in accordance with the terms of this Agreement and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI to which I have access. Certain categories of SUI, such as Sensitive Security Information (SSI), are subject to different or tighter controls specific to the particular type of SUI involved. For example, access to, dissemination, handling, and safeguarding of Sensitive Security Information (SSI) is governed by 49 CFR Part 1520, Protection of Sensitive Security Information.

I understand and agree to the following terms and conditions of my conditional access to SUI:

1. I acknowledge that I have been / will be briefed on _____ (insert date) about the nature and protection of SUI, including the requirement that I verify a prospective recipient's duty to protect and need-to-know the information prior to disclosure, and that I understand these procedures.
2. By being granted access to SUI, the United States Government has placed special confidence and trust in me, and I am obligated to handle and safeguard SUI in my possession in a manner that affords sufficient protection from unauthorized disclosure and inadvertent access, in accordance with the terms of this Agreement; FAA Order 1600.75; and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI to which I have access.
3. I understand that federal laws and regulations, including but not limited to the following, provide for criminal and civil penalties for improper disclosure of SUI: 5 U.S.C. § 552a and 18 U.S.C. §§ 641, 1832, and 1905.
4. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding of information under this Agreement.
5. I will not disclose or release any SUI provided to me pursuant to this Agreement without proper authority or authorization. Disclosure of any information pursuant to this agreement will be in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved. The Authorized Entity will comply with access restrictions imposed by authorized limited dissemination controls.
6. I understand that all SUI the FAA provides shall remain the property of the FAA and shall be returned to the FAA upon request. Otherwise, all SUI shall be destroyed immediately upon the conclusion of the project or at FAA's request, except as required by law.
7. I agree that I shall return all SUI to which I have access or which is in my possession, 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DOT/FAA; and/or 3) upon determination that my official duties do not require further access to such information.
8. I understand that DOT/FAA may provide SUI to me under this Agreement that is not marked, depending on the medium, and I agree to protect any SUI provided to me under this Agreement in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved, whether or not it is marked. I agree that I will not alter or remove markings, which may indicate a type(s) of SUI, specific handling instructions, and/or limited dissemination controls, from any material I may come in contact with, unless such alteration or removal is consistent with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved. I agree that if I use SUI from a document or other medium, I will carry forward any markings and will protect them in the same manner as the original.
9. I understand that SUI often retains its sensitivity and safeguarding and handling

2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats). The definitions, requirements, obligations, rights, sanctions, and liabilities created by the foregoing Executive Order and statutes are incorporated into this agreement and are controlling.

19. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.
20. I represent and warrant that I have the authority to enter into this Agreement.
21. I understand that the Authorized Entity's officials, employees, consultants, contractors, subcontractors, agents, representatives, assignees, or affiliates must each execute separate individual nondisclosure agreements with the FAA before being provided access to SUI covered by this Agreement.
22. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me FAA Order 1600.75 and the laws, regulations, or Federal Executive Branch policies applicable to the specific type(s) of SUI to which the Authorized Entity is being granted access so that I may read them at this time, if I so choose.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Federal Aviation Administration:

(Authorized Entity)

Signature: _____



Signature: _____

Title: _____

BoAL President

Title: _____

Date: _____

03. 27. 24

Date: _____

Business Address:

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, IN
46514

Business Address:

10. restrictions even when redacted, obscured, anonymized, obfuscated, masked, or otherwise altered. Unless authorized in advance in writing by a duly authorized representative of the FAA, I understand that I am not permitted to redact, obscure, anonymize, obfuscate, mask, or otherwise alter SUI provided to me under this Agreement or to direct or permit anyone else to do so and that I must promptly report any such occurrences to the FAA in accordance with paragraph 10 of this Agreement.
11. I agree that I shall promptly report to the appropriate official, in accordance with FAA Order 1600.75 and the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation or incident involving SUI that I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations and other incidents.
12. If I violate the terms and conditions of this Agreement, such violation may result in the revocation of my access to SUI.
13. I assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of SUI not consistent with the terms of this Agreement.
14. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to SUI in this context, the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subject to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, and/or Federal Executive Branch policies applicable to the specific type(s) of SUI involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect SUI to which I have been granted access under the terms of this Agreement.
15. Unless and until I am released in writing by an authorized representative of the DOT/FAA (if permissible for the particular type(s) of SUI involved), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted access, and at all times thereafter.
16. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
17. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.
18. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 13526; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

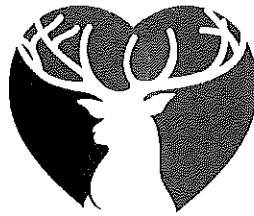
Department of Law

John M. Espar
Corporation Counsel

Rose Rivera
City Attorney

Kevin Davis
Deputy City Attorney

Maria L. Leon
Paralegal



City of Elkhart

City with a Heart

Rod Roberson
Mayor

City Hall

229 S. Second St.
Elkhart, Indiana 46516

Fax: 574.522.6794

Tel: 574.294.5471 Ext. 1057 or 1059

www.elkhartindiana.org

MEMORANDUM

Date: March 1, 2024

To: The Board of Aviation Commissioners

From: Kevin Davis, Deputy City Attorney

Re: T-Hangar Leasehold Agreements

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

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

In these situations, the Airport Manager is available to review these T-Hangar leasehold agreements with the Board's attorney and determine the financial feasibility of said agreements. It would be beneficial to the effective and efficient operation of the Elkhart Municipal Airport to authorize the Airport Manager to be a signatory for the execution of T-Hangar leasehold agreements with potential and current tenants and that the Board's attorney approval of said agreements. The Board must ratify said agreements signed by the Airport Manager at its next meeting. This authorization shall expire on December 31, 2024.

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

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

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

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

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

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

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

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


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


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

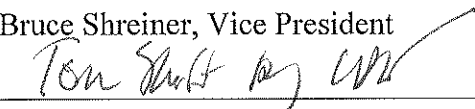
WHEREAS, the Airport Manager is available to review leasehold contracts with the Board's attorney and determine the feasibility of said contracts.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF AVIATION COMMISSIONERS OF THE CITY OF ELKHART, THAT the Airport Manager, is hereby designated by the Board as the authorized signatory for the execution of any hanger leasehold contracts provided said contracts are approved by the Board's attorney. The Board must ratify those said contracts signed by the Airport Manager at its next meeting. This resolution expires on December 31, 2024.

RESOLVED this 27th day of March 2024.

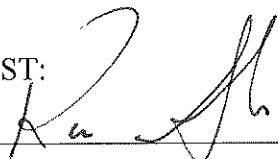

Douglas Thorne, President


Bruce Shreiner, Vice President


Tom Shoff, Secretary


Shari Mellen, Treasurer

ATTEST:



Karen Shaw, Secretary
Board of Aviation Commissioners



MEMORANDUM

DATE: 03/27/24

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Signature on Yoder Carpet Contract

The Board of Aviation Commissioners approved Yoder Carpet to replace carpet & tile flooring in the administration building at the Elkhart Municipal Airport at a cost of \$11,107.00. This contract has been reviewed & approved by the City's legal department. I ask the Board of Aviation Commissioners to authorize its BOAC President to sign this Contract on behalf of the City.

Thank you,

Andy Jones
Andy Jones
Airport Director

Please authorize The Board of Aviation Commissioners President to sign the Yoder Carpet contract effective 03/27/24.

FLOORING CONSTRUCTION CONTRACT

This AGREEMENT is effective as of March 6, 2024, BETWEEN: **Elkhart Municipal Airport**, 1211 Co Rd 6, Elkhart, IN 46514 (hereafter "Elkhart Airport") and the CONTRACTOR, **Yoder Carpets, Inc.**, (hereafter "Yoder Carpets").

The CONTRACTOR representative for this project is **Gary Yoder or Peter Yoder**.

The ELKHART AIRPORT representative for this project is **Karen Shaw**.

ELKHART AIRPORT and the CONTRACTOR agree as follows:

1. DESCRIPTION OF SERVICES AND SCOPE OF WORK: Beginning on, or no later than, March 13, 2024, YODER CARPETS will provide to ELKHART AIRPORT as described in a separate ESTIMATE relating to flooring goods, installation, supervision, and supplies necessary to perform the flooring project assigned by ELKHART AIRPORT as set forth by the requirements outlined in this Agreement, unless adjusted by any Change Orders after the execution of this Agreement.

2. CHANGES: YODER CARPETS hereby agrees to promptly make any changes and furnish the Materials and Labor that ELKHART AIRPORT may require as a Change Order, at a reasonable addition to, or deduction from, the contract price, and pro-rata to the same, original unit price where applicable. No alterations or changes shall be made, however, until a price or rate is agreed upon by ELKHART AIRPORT and YODER CARPETS, prior to commencing any altered or changed Materials and/or Labor.

3. CONTRACT SUM

3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

Eleven thousand One hundred seven and no cents

3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Project:

<u>Portion of Project</u>	<u>Value</u>
Floor Covering Project	\$ 11,107. ⁰⁰

3.3 Payments shall be made within 30 days of receipt of an Invoice of the approved completed Project.

3.4 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Project.

4. PAYMENT: A final Invoice will be submitted to ELKHART AIRPORT upon a satisfactory completion of the Project. Payment shall be made within 30 days of receipt of a final Invoice as referred to in Article 3.3. If the Project becomes delayed due to unforeseen Construction Progression circumstances beyond 30 days, YODER CARPETS reserves the right to Invoice for pro-rata of Materials and/or Labor installed up to that point.

5. INSURANCE: YODER CARPETS shall carry General Contractor's Liability of not less than \$1,000,000 during the period of this Contract. YODER CARPETS will provide Worker's Compensation insurance within the statutory limits.

6. WARRANTY OF MATERIALS AND LABOR

6.1 A Warranty of Materials shall be subject to manufacturer's warranty terms and conditions according to the Materials assigned to the Project as follows:

See separate Estimate

6.2 A Labor Warranty of one year from the completion date of the Project shall cover any defect in Labor services required to install assigned Materials.

7. FIELD DIMENSIONS AND SURVEYS: YODER CARPETS shall take his own dimensions and surveys at the site and be responsible for the accuracy of all field measurements of his own and shall not rely on any data furnished by or prepared by ELKHART AIRPORT. YODER CARPETS shall not be held liable for costs or shortage of materials due to job site dimensions or data provided by ELKHART AIRPORT.

8. RESOLUTION OF DISPUTES: If a dispute arises concerning the provisions of the Agreement or the performance of any of the parties mentioned, the parties hereby agree to settle the dispute by equally paying for Mediation as regulated under the laws in the State of Indiana. The parties agree to enter into negotiations, in good faith, and through a neutral mediator in an

attempt to resolve the dispute. If a resolution to the dispute cannot be made by mediation, the parties agree to enter into binding arbitration. .

9. TERMINATION: YODER CARPETS and ELKHART AIRPORT both have the option to Terminate this Agreement at any time and for any reason; terminate this Agreement for convenience with at least 10 business days notice. In the event of termination for convenience, YODER CARPETS shall recover only the actual cost of work completed to the date of termination in approved units of work or percentage of completion.

10. CLAIMS: If any claim is made by YODER CARPETS or ELKHART AIRPORT in connection with a Change Order or regarding any related issue with this Agreement or the performance of Services and/or Services to be provided, either party shall have the right to submit written notice of such claim through certified mail with return receipt. After receipt of a written claim by either party of this Agreement, the parties shall have 30 business days to correct the claim prior to seeking a resolution under the instructions in Article VIII.

11. APPLICABLE LAW: This Agreement shall be governed according to the laws of the State of Indiana.

CONTRACTOR:

Yoder Carpets, Inc.
3306 S. Nappanee St.
Elkhart, IN 46517

BY: Gary Yoder
TITLE: Vice President
DATE: 3/13/24

CLIENT:

Elkhart Municipal Airport
1211 County Road 6
Elkhart, IN 46514

BY: WDK
TITLE: Boac President - Doug Thorne
DATE: 03.27.24

Quote # 3

Yoder Carpets
 3306 S. Nappanee St.
 Elkhart, IN 46517
 (574) 389-3030

Estimate

Date	Estimate #
2/22/2024	027365

Name / Address
Elkhart Municipal Airport 1211 County Road 6 Elkhart, IN 46514 Bruce (574)361-2123

					Rep
					PY/GY
Item	Room	Description	Qty	\$/sq y...	Total
Carpet		Shaw - New Statement - Stamped (12x133)	177.34	19.75	3,502.47
Adhesive		Roberts 3095	177.34	0.75	133.01
Covebase		Roppe 4"Covebase	68	1.40	95.20
Adhesive		Covebase Adhesive	68	0.10	6.80
Transitions		Rubber T-mold	22	3.00	66.00
Transitions		Pewter Flatbar	6	2.50	15.00
Transitions		Pewter extra Tall Stairnose	102	3.00	306.00
LVT		Karndean - VanGogh - VGW86t (15ctn)	525	4.00	2,100.00
Adhesive		Karndean Adhesive	525	0.30	157.50
Underlayment		Rely - A - Ply Underlayment	525	0.85	446.25
Labor		Includes Tear out & Disposal of existing Carpet, as well as Installation of Carpet, Lvp,(including Steps) Underlayment, & Covebase.		4,278.77	4,278.77

NOTE: Prices do not include moving furniture and/or electronics unless shown as a specific estimated item. Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs, or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors, customers measurements, or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. All carpets must be cleaned every 12-18 months in order to validate manufacturer warranties. Special order items may not be returned.

Subtotal	\$11,107.00
Sales Tax (7.0%)	\$0.00
Total	\$11,107.00

Phone #	Fax #
574-389-3030	574-389-3322

updated Quote



MEMORANDUM

DATE: March 27, 2024

TO: Board of Aviation Commissioners

FROM: Andy Jones

RE: **Agreement between the FAA & Elkhart Municipal Airport regarding weather observation policy & request for the Board President to sign this agreement.**

Please approve the attached agreement between the FAA & Elkhart Municipal Airport. This agreement outlines the standards the FAA expects & requires of the air traffic controller staff to disseminate weather observations to the flying public. All tower staff have been trained & certified to meet the requirements of this agreement. This agreement has been approved by the City legal department and I ask the BOAC to approve this agreement **AND** give permission to the BOAC President to sign this agreement on behalf of the City.

Please approve the attached agreement and give permission for the Board of Aviation Commissioners President to sign this agreement.

Thank you,

A handwritten signature in cursive script that reads "Andy Jones".

Andy Jones

**NON-FEDERAL OBSERVATION PROGRAM
MEMORANDUM of AGREEMENT**

between

FAA Air Traffic Services

and

Elkhart Municipal Airport

for

Aviation Weather Observations at Elkhart Municipal (KEKM)

ARTICLE I. PARTIES

The parties to this Agreement are the Federal Aviation Administration (FAA) and Elkhart Municipal Airport.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement between the Federal Aviation Administration (FAA) and Elkhart Municipal Airport is to establish responsibilities for taking, disseminating, and documenting aviation weather observations at Elkhart Municipal (KEKM) at times/days specified below.

b. Roles and responsibilities:

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

1) The FAA will perform the following activities:

a) Certification Test. Provide certification tests to observers through Elkhart Municipal Airport, provided the qualified observers meet the requirements outlined in FAA Order 7900.5, *Surface Weather Observing*. This includes testing for vision and demonstrated proficiency.

b) Back-up Stand-alone Sensors. Review, analyze, and approve back-up stand-alone sensors installation/calibration status using the documentation submitted for approval.

c) Authorization Notification. Upon satisfactory completion of the certification test, the observer must comply with the "site specific" requirements identified in Paragraph 4 of this agreement. The FAA will issue a separate letter to the sponsor authorizing the certified observer to commence weather observations at their specific location.

2) **The Sponsor** will perform the following activities:

a) **Operational Guidance.** Follow operational requirements, and identify and procure all back-up items required for the performance of their NF-OBS function, in accordance with the following documents:

i. FAA Order JO 7210.77, *Non-Federal Weather Observation Program Operation and Administration*

ii. FAA Order JO 7900.5, *Surface Weather Observing*.

iii. FAA Order JO 7210.3, *Facility Operation and Administration*.

iv. FAA Advisory Circular, 150/5220-16, *Automated Weather Observing Systems (AWOS) for Non-Federal Applications*.

v. FAA Order JO 6560.13, *Maintenance of Aviation Meteorological Systems*.

vi. FAA Order JO 6560.20, *Siting Criteria for Automated Weather Observing Systems (AWOS)*.

vii. The latest version of FAA Memorandum, "Ongoing Approval of Standalone Back-up Weather Equipment for Contract Towers, Non-FAA Control Towers, and Other Aviation Facilities."

b) **For Site Establishment:** The sponsor must provide the items identified below to the FAA for review/approval:

i. Correspondence, prior to the purchase of any equipment, providing details on the proposed back-up equipment and its siting.

ii. Photos of the sensor's serial number and calibration sticker showing the date of the last calibration (applies for any sensor that requires calibration). Also full contact information (address/phone) of the certified calibration entity performing the calibration.

iii. Photos of sensor installation (if applicable) and the surrounding area, suitable to convey sensor general surroundings (e.g., if sensors are vented properly to the outside environment, or if there may be encroachment concerns).

iv. A written declaration stating that back-up weather sensors have been installed in accordance with FAA Order 6560.20, comply with the latest version of FAA memorandum, "Ongoing Approval of Standalone Back-up Weather Equipment for Contract Towers, Non-FAA Control Towers, and Other Aviation Facilities, and will only be operated under the approved conditions identified in this agreement.

c) **Maintain and store back-up** equipment calibration/performance records in a readily retrieval location at the site.

d) **For Periodic Review:** When requested, provide to the FAA any information or documents that are needed to validate the back-up equipment is still acceptable and continues to meet FAA installation, calibration, and accuracy requirements. Provide the items identified below to the FAA for review/approval:

i. A photocopy of the sensor's serial number and calibration sticker showing the date of the last calibration (applies for any sensor that requires calibration). Also, full contact information (address/phone) of the certified calibration entity performing the calibration.

ii. Ground inspection report which reflects that the installation is in accordance with the criteria in FAA Order 6560.20, and suitable for the FAA to assess any sensor encroachment occurring since the initial installation or previous inspection.

iii. For all back-up sensors, the sponsor must take and document comparative readings to the local ASOS/AWOS or other local FAA certified automated weather systems (acceptable for periodic checks, but it would not be appropriate for annual revalidation/inspection).

3) Sponsor site-specific requirements and performance.

a) Select one of the following:

☒ NF-OBS(F) - Certified observers will provide full augmentation and back-up weather observation service (minimum Service Level C standard, according to JO 7900.5, Appendices B & D) during the following times and days: Monday – Friday, 7am – 9pm and Saturday/Sunday 8am – 6pm.

☐ NF-OBS(B) - Certified observers will provide backup-only weather observation service during the following times and days: [Insert specific times (zulu) / days / months, etc., or specify that this service will be provided on an as-needed, on-call basis].

☐ NF-OBS(M) - Certified observers will provide full manual weather observation service during the following times and days: [Insert specific times (zulu) / days / months, etc., or specify that this service will be provided on an as-needed, on-call basis].

b) Select one of the following:

☐ Make all observations taken and recorded available to all aviation interests at the airport (for example, pilots conducting operations, airport operations personnel, etc.), for official use only.

☒ Make all observations taken and recorded available to all aviation interests at the airport (for example, pilots conducting operations, airport operations personnel, etc.), for official use only, and ensure long-line transmission of all observations taken and recorded.

c) Contributions of the Parties:

No funds are intended by the parties to be obligated on this agreement.

d) Type of Agreement:

This Agreement is an "other transaction." It is not intended to be, nor may it be construed as, a partnership, corporation, or other business organization.

ARTICLE 3. EFFECTIVE DATE and TERM

The effective date of this Agreement is the date on which it is signed by the FAA or Elkhart Municipal Airport, whichever is later. The Parties must review and renew this Agreement at least every three (3) years, unless this Agreement is terminated by the parties as provided herein.

ARTICLE 4. REPORTING REQUIREMENTS

No additional reporting requirements. FAA Reserves the right to revise reporting requirements.

ARTICLE 5. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing, or management information.

"Government Purpose Rights" means the rights to –

- (1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,
- (2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

b. Rights in Inventions

The respective rights of the Government and the other parties to this agreement are the same as those found at T.5-10 "Patent Rights – Retention by the Contractor (Short Form)."

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

49 USC 44720(a), Meteorological Services (permits the FAA Administrator to make recommendations to the Secretary of Commerce on providing meteorological services necessary for the safe and efficient movement of aircraft in air commerce);

49 USC 44502(a)(1)(A), General Facilities and Personnel Authority (authorizes the FAA Administrator to acquire, establish, improve, operate, and maintain air navigation facilities);

49 USC 44708, Inspecting and Rating Air Navigation Facilities;

ARTICLE 7. POINTS OF CONTACT

Elkhart Municipal Airport must provide contact information to the FAA. Any changes to contact information must be provided to the FAA within 10 working days of the actual change.

John J. Hudy
John.hudy@faa.gov / 202-267-6447

FAA Program Office

Michael Haller, EKM ATCT ATM
1211 Co Rd. 6 W
Elkhart, IN 46514
michael.haller@coei.org
574-264-9000

Elkhart Municipal Airport

ARTICLE 8. FUNDING AND PAYMENT

No funds will be obligated under this Agreement. Elkhart Municipal Airport is responsible for all costs associated with its NF-OBS Program, and for procuring, installing, operating, moving, protecting and maintain back-up weather equipment in accordance with FAA Order JO 6560.20, and other FAA Technical Operations requirements as outlined in this agreement.

ARTICLE 9. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement must be in writing and signed by the FAA and the representative or designee of Elkhart Municipal Airport. The modification must cite the subject Agreement and must 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.

The FAA reserves the right to modify this Agreement to reflect changes in the FAA operating policies and procedures. Such modifications must be effective within 10 days following the mailing of the written notification to the sponsor by the FAA regardless of whether Elkhart Municipal Airport has signed and executed the written modification and returned it to the FAA.

ARTICLE 11. TERMINATION

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 must take immediate steps to stop the accrual of any additional obligations, which might require payment.

Non-compliance with the terms of this Agreement is grounds for termination of this Agreement.

ARTICLE 12. SUSPENSION OF AGREEMENT

Failure of the Sponsor (or FAA) to comply with this agreement could result in suspension of this agreement. A return to compliance will reinstate a suspended agreement.

ARTICLE 13. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement, the inconsistency must be resolved by giving preference in the following order:

- (a) The Agreement,
- (b) The Attachments.

ARTICLE 14. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant, or cooperative agreement. Nothing in this Agreement may be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement must not be construed more stringently against one party than against the other.

ARTICLE 15. 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 dispute will be resolved by FAA Air Traffic Services. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

ARTICLE 16. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 17. INSURANCE

Elkhart Municipal Airport must arrange by insurance or otherwise for the full protection of Elkhart Municipal Airport from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by Elkhart Municipal Airport, its employees, contractors, or any third party acting on its behalf. Elkhart Municipal Airport agrees to hold the United States harmless against any claim by third persons for injury, death, or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE 18. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement must be limited to direct damages only up to the aggregate amount of \$0 funding obligated under this Agreement at the time the dispute arises. In no event shall the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 19. CIVIL RIGHTS ACT

Elkhart Municipal Airport must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs and provide a certification to that effect.

ARTICLE 20. OFFICIALS NOT TO BENEFIT

AMS Clause 3.2.5-1, "Officials Not to Benefit" and Clause 3.2.5-7, "Disclosure Regarding Payments to Influence Certain Federal Transactions" are attached hereto and incorporated by reference into this Agreement.

ARTICLE 21. PROTECTION OF INFORMATION

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

AGREED:

City of Elkhart /

COMPANY NAME: Elkhart Municipal Airport Federal Aviation Administration

TITLE: BOAC President

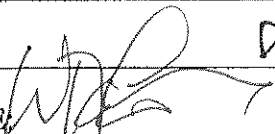
TITLE:

NAME:

Doug Thorne

NAME:

SIGNATURE



SIGNATURE:

DATE:

03.27.24

DATE:



Federal Aviation
Administration
80337

National Based Aircraft Inventory Program

Reports

You are logged in as KEKMK5 Logout

ELKHART MUNI (EKM) ELKHART, IN
Airport Details Users Edit Counts Import Aircraft

1. Airport Inventory

Single Engine 61 + Multi Engine 5 + Jet 10 + Helicopter 5 + N-Numbers Not Found 1 = 83

2. Review to Improve Your Validated Aircraft Count

Review ~ Commented N-Numbers 5 Find These How to Resolve Report

Review N-Numbers Reported by Other Airports (Duplicates) 2 Find These How to Resolve Report

Review N-Numbers Not Found in FAA Registration Database 1 Find These How to Resolve

Total # of Aircraft That Are Not Validated - 9

3. Validated Inventory

Single Engine 55 + Multi Engine 5 + Jet 9 + Helicopter 4 = 74

Report Export

4. Confirm Aircraft Data

*** Click Here to Confirm Aircraft Data ***

Further Aircraft Review (Optional) These Items Do Not Impact Your Currently Validated Inventory

Review All Out Of State Registrations 22 Find These Why is this relevant?

Review all Updated Certs (Certs Updated Since Aircraft Was Entered Into Inventory) 12 Find These Why is this relevant?

Refresh

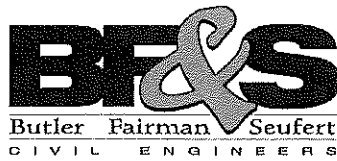
COUNT DATA						
Aircraft Type	Aircraft Inventory	Commented Aircraft	Duplicates Other Airports	N-Numbers Not Found	Not Validated Total	Validated Inventory
Single Engine	61	3	2	0	5	56
Multi Engine	6	1	0	0	1	5
Jet	10	1	0	0	1	9
Helicopter	5	1	0	0	1	4
N-Numbers Not Found	1	0	0	1	1	
Total Single, Multi, Jet, and Heli	83	6	2	1	9	74
Glider	0					
Military	0					
Ultra-light	0					
Non 5010 aircraft types	0					
Total Found in FAA-Aircraft Reg. Data	83					

Preferred Contact
Andy Jones
Airport Manager

andy.jones@ekm.org
874-254-5217

Comments
Airport

2019-10-11 15:23 Admin Edit Aircraft reported at other airports have been deleted from this list if the list has not been edited in 2 years.



**ELKHART MUNICIPAL AIRPORT
ENGINEER REPORT/AGENDA
March 27, 2024
4:00 p.m.**

ACTION ITEMS FOR BOAC MEETING

- None

ACTIVE GRANT SUMMARY

- AIP 38: Runway 18-36 pavement rehab, Design – Currently 77.10% (90% Federal, 5% State, 5% Local)
- AIP 39: Runway 18-36 pavement rehab, remaining Design, the Taxiway D-4 Feasibility Study, and the design of the 10-unit T-hangar / Taxilane – Currently 95.14% (90% Federal, 5% State, 5% Local)

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation Design (AIP-38) – 90% Federal
 - Plans are ready for advertising once the FAA establishes the grant schedule for FY2024.
 - 1st Advertisement 5/1/2024
 - 2nd Advertisement 5/8/2024
 - Pre-Bid 5/8/2024
 - Bid Opening 5/29/2024
2. Runway 18-36 Pavement Rehab Design, Taxiway D4 Feasibility Study, and T-hangar/Taxilane Design (AIP-39) – 90% Federal
 - The Taxiway D-4 study was revised and resubmitted with Alternative 2 as the proposed option which was the declared distance option.
 - We are ready to begin close out of this grant.
3. T-hangar/Taxilane design project
 - Re-packaging is complete if we stick with nested hangars.
 - We are studying if 10 box hangars rather than a nested T-hangar configuration would be more economical.

