



**BOARD OF AVIATION COMMISSIONERS
Wednesday September 25, 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: August 28, 2024
3. Approval of Claims:
4. Airport Manager's Report:
5. New Business:
 - a. 2025 BOAC meeting dates.
 - b. T-Hangar 53 lease.
 - c. Notice to award airport administration exterior painting.
 - d. Donation fund expenditure for Model T event.
 - e. Kone elevator agreement.
 - f. Pilot lounge furniture surplus.
 - g. 2024 Disadvantaged Business Enterprise (DBE) policy.
6. Privilege of the floor
7. Adjournment
8. **NEXT REGULAR BOAC MEETING 10/30/24 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, Treasurer

Shari Mellin, Secretary

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

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

Approval of Minutes:

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

Approval of Claims:

Ms. Mellin made a MOTION to approve claims as submitted for \$10,656.70. Mr. Shoff SECONDED the motion. There was a board question regarding an invoice for the gates. Andy Jones explained that several electric gates are out of warranty and beginning to malfunction. After several attempts to diagnose the problems and make repairs in-house we needed to hire a specialist. There being no further discussion, the motion PASSED unanimously.

Airport Manager's Report:

Andy advised that with great sadness he needed to announce the passing of Toby Steffen of BF&S. Toby was wonderful in the work he did for EKM and he will be greatly missed. Toby often gifted peanut M&M's when visiting his clients. So as to always remember Toby's dedication to his work and clients, Andy will provide Peanut M&M's at all BOAC meetings. Andy advised he had a FY 2025 Aviation budget meeting with the Mayor, Controller, and Chief of Staff & the meeting was very positive. Andy also reported that the Mayor has reviewed the new T- Hangar bid construction options and concluded that the 10-unit option made the most sense. Our maintenance crew made improvements to the airport kayak & canoe launch. The access point, located on an incline, had suffered from significant erosion exposing rocks and chunks of concrete. A truck load of soil was added and raked into the ruts, low spots, and covered the exposed rocks and concrete. The community gardeners are reporting great crop yields this season. We were told just this week they were recently able to donate over 100 pounds of vegetables to the local food banks. The Airport received another installment of the Bipartisan (BIL) grant this week. As you know, these funds are being used for the construction of needed new T Hangars. Our newest air traffic controller Mark Darden has moved on. Andy further advised that we are advertising for new full time Air Traffic Controller applicants. David Sandsmark, the new Maintenance Supervisor, seems to have solved the tar machine malfunction issues, which had hindered efforts to stay ahead of the crack sealing. The final two maintenance building (Coachman Building) overhead doors have failed. Door repair specialists tell us they must be replaced for safety reasons. We have funds in the aviation budget but the Mayor must authorize a transfer. We are currently waiting for Mayor Roberson's approval. We are currently soliciting additional paint quotes for the exterior of the Administration Building. We expect to have a recommendation for BOAC approval at next month's meeting. Last fall a sinkhole appeared at the edge of the 60 series ramp. Our fear was that this hole extended for some distance beneath the ramp and cause a collapse when weight was applied to the surface. Our maintenance crew saw-cut out a section of asphalt next to the hole. Thankfully that was not the case and the depression has been filled it. Karen Shaw advised that she renewed the System of Awards Management (SAM) with the FAA which allows us to receive grant awards for 2025.

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

Old Business:

Mr. Shreiner advised the first item under Old Business is the renewal agreement between EKM control tower & South Bend control tower regarding an inter-local agreement to assist each other in times of outages. Kevin Davis advised that this agreement has been reviewed & approved by City legal and is ready to move forward with a motion. Ms. Mellin made a MOTION to approve this agreement. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the last item under Old Business is the renewal agreement between EKM control tower, South Bend control tower and Chicago Air Route control center regarding inter-local agreement. Mr. Davis advised this agreement has been reviewed & approved by City legal and is ready to move forward with a motion. Ms. Mellin made a MOTION to approve this agreement. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

New Business:

Mr. Shreiner advised the first item under New Business is the notice to award the 10-unit T-Hangar/Taxilane project bid. Andy advised the Mayor has looked over everything and has given his stamp of approval on this project. Andy further advised the lowest & most responsive bidder is New Tech Construction. This project is still pending legal, FAA & local funding approvals. Ms. Mellin made a MOTION to approve the 10-unit T-Hangar/Taxilane project pending legal, FAA & local funding approvals. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the execution of the construction services agreement with Butler, Fairman, & Seufert (BF&S). Tinisha Weigelt with BF&S advised this professional services agreement is for the 10-unit T-Hangar/Taxilane project BF&S fees. Ms. Weigelt further advised the funds will be 90% FAA, 5% State, & 5% local. Ms. Mellin made a MOTION to approve the BF&S professional services agreement pending legal & local funding approvals. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is to ratify the new T-Hangar 3 lease to Donald Ritchie. Andy advised this is a routine T-Hangar lease to a new tenant that he signed a couple weeks ago, and is asking the board to ratify this lease & ask the board Vice-President to sign it. Ms. Mellin made a MOTION to approve both ratifying this lease and having the board Vice-President sign it. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the addendum to the Wheels Up lease. Andy advised the old Travel Management lease needed to be updated due to the corporate name change & other out-of-date items, as well as removal of the fuel farm rental agreement from Wheels Up land lease agreement. Andy further advised this addendum has been approved by City legal. Ms. Mellin made a MOTION to approve the Wheels Up addendum. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

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

Mr. Shreiner advised the next item under New Business is the amendment to the master lease agreement for the snow broom. Mr. Davis advised this change came from the Controller's Office regarding changes to the amortization schedule regarding accrued interest. Mr. Davis continued to add that this amendment contains the same terms & goals as the original agreement, and also spells out how interest will be applied. This agreement has been approved by City Legal & the Controller's Office. Ms. Mellin made a MOTION to approve the amendment to the master lease agreement for the snow broom. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the last item under New Business is approval of a donation fund expenditure for Toby Steffen's funeral flowers. Andy advised he thought it would be fitting for the BOAC & EKM to extend our sympathies to Mr. Steffen's family & colleagues; as he was such an integral member of the engineering team that was so beneficial to the Elkhart Airport. Ms. Mellin made a MOTION to approve the expenditure of the airport donation fund to this purpose. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:

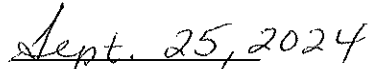
Andy wanted to give a shout out to Ryan Sherwood to thank him for his generosity in giving up a T-Hangar to another tenant, even though he has been on the waiting list for a long time.

Adjournment:

Next regular BOAC meeting is scheduled for Wednesday, September 25, 2024 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via WebEx.

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.

September 23, 2024 
JAMIE ARCE - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$452,235.80** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 4 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 25TH DAY OF SEPTEMBER 2024 BY:

PRESIDENT 
DOUG THORNE

VICE PRESIDENT 
BRUCE SHREINER

SECRETARY 
SHARI MELLIN

TREASURER _____
TOM SHOFF


MEMBER _____

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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

September 23, 2024 
JAMIE ARCE -CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$452,235.80 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 4 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 25TH DAY OF SEPTEMBER 2024 BY:

PRESIDENT

DOUG THORNE

VICE PRESIDENT

BRUCE SHREINER

SECRETARY

SHARI MELLIN

TREASURER

TOM SHOFF

MEMBER

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

ENTERED
All checked
against SSN
09.25.24



City of Elkhart

City of Elkhart

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
MARGO SUPPLIES LTD	IN-012676	09/25/2024	bird deterrent supplles	2206-5-201-4220150	348.20 ✓
Menard, INC	60919	09/25/2024	Items for admin renovations	2206-5-201-4430500	51.40 ✓
Menard, INC	60934	09/25/2024	Items for admin renovations	2206-5-201-4430500	9.97 ✓
CINTAS CORP.	4203076517	09/25/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
HAWKINS WATER TECH, INC	43998TN	09/25/2024	Water deliveries for maint de	2206-5-201-4220150	56.80 ✓
Menard, INC	61133	09/25/2024	Op, bldg mat, household supp	2206-5-201-4220150	11.56 ✓
Menard, INC	61133	09/25/2024	Op, bldg mat, household supp	2206-5-201-4220310	4.79 ✓
Menard, INC	61133	09/25/2024	Op, bldg mat, household supp	2206-5-201-4230110	81.85 ✓
Menard, INC	61230	09/25/2024	Bldg materials	2206-5-201-4230110	17.98 ✓
Menard, INC	61255	09/25/2024	Bldg materials	2206-5-201-4230110	39.99 ✓
FRANGER GAS COMPANY INC	456208	09/25/2024	Propane fuel for maint dept	2206-5-201-4220210	35.10 ✓
Menard, INC	61314	09/25/2024	Bldg materials	2206-5-201-4230110	9.93 ✓
HAWKINS WATER TECH, INC	1057163	09/25/2024	Cooler rent for maint dept	2206-5-201-4220150	12.50 ✓
Menard, INC	61387	09/25/2024	Bldg materials	2206-5-201-4230110	14.42 ✓
ZACHERY MILLER	AJ083124	09/25/2024	July & Aug port toilet svc at ka	2206-5-201-4390900	270.00 ✓
SHOFF SECURITY SERVICES , I	152189	09/25/2024	Alarm monit tower, sept/oct/	2206-5-201-4360400	208.50 ✓
RICOH USA, INC	5070047220	09/25/2024	Copies Aug 2024	2206-5-201-4370200	16.47 ✓
AMAZON CAPITAL SERVICES I	1D9V-NYCI-VMW7	09/25/2024	Capital motor & operating sup	2206-5-201-4220150	49.95 ✓
AMAZON CAPITAL SERVICES I	1D9V-NYCI-VMW7	09/25/2024	Capital motor & operating sup	2206-5-201-4440200	129.98 ✓
CINTAS CORP.	4203813522	09/25/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
YODER OIL COMPANY INC	333305	09/25/2024	Fuel for maint vehicles	2206-5-201-4220210	1,659.13 ✓
AMAZON CAPITAL SERVICES I	1KJ7-4QQH-4CVL	09/25/2024	Office supplies	2206-5-201-4210500	25.95 ✓
Menard, INC	61942	09/25/2024	Operating/safety supplies	2206-5-201-4220150	66.19 ✓
4T DOOR SYSTEMS INC	12171	09/25/2024	Hinges for bldg materials	2206-5-201-4230110	48.00 ✓
CINTAS CORP.	4204642773	09/25/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
Menard, INC	62000-01	09/25/2024	bldg materials	2206-5-201-4230110	33.98 ✓
Menard, INC	62010	09/25/2024	Items for bldg materials	2206-5-201-4230110	21.36 ✓
Menard, INC	62027	09/25/2024	Items for bldg materials	2206-5-201-4230110	18.79 ✓
BERNATH, LLC	70392-0001	09/25/2024	Asphalt items for taxiway crac	2206-5-201-4230124	269.38 ✓
SHOFF SECURITY SERVICES , I	152286	09/25/2024	Pass code additlon	2206-5-201-4310400	15.00 ✓
Menard, INC	62085	09/25/2024	Items for bldg materials	2206-5-201-4230110	23.99 ✓
Menard, INC	62172	09/25/2024	Safety supplies	2206-5-201-4220150	61.87 ✓
4T DOOR SYSTEMS INC	1119CS	09/25/2024	Items for bldg materials	2206-5-201-4230110	160.00 ✓
AMAZON CAPITAL SERVICES I	1VCM-W6VM-WV9V	09/25/2024	Small tools/minor equip	2206-5-201-4230300	81.27 ✓
Menard, INC	62397	09/25/2024	Items for bldg materials	2206-5-201-4230110	55.98 ✓
Menard, INC	62402	09/25/2024	Items for bldg materials	2206-5-201-4230110	31.62 ✓
Menard, INC	62421	09/25/2024	Items for bldg materials	2206-5-201-4230110	104.96 ✓
CINTAS CORP.	420359312	09/25/2024	Uniform cleaning contract	2206-5-201-4360400	27.00 ✓
KAREN SHAW	091924	09/25/2024	Karen Shaw mileage July-Sept	2206-5-201-4320300	49.38 ✓
Fund 2206 - AVIATION Total:					4,204.24
Fund: 2303 - AVIATION DONATION					
ANDREW K. JONES	082524	09/25/2024	Emp relmb - items from dona	2303-5-104-4220150	184.02 ✓
Menard, INC	61902-01	09/25/2024	AV donation claim for event	2303-5-104-4220150	86.60 ✓
Fund 2303 - AVIATION DONATION Total:					270.62
Grand Total:					4,474.86

Fund Summary

Fund	Expense Amount
2206 - AVIATION	4,204.24
2303 - AVIATION DONATION	<u>270.62</u>
Grand Total:	4,474.86

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	25.95
2206-5-201-4220150	Operating Supplies	607.07
2206-5-201-4220210	Gasoline	1,694.23
2206-5-201-4220310	Household, Laundry, & C	4.79
2206-5-201-4230110	Building Materials	662.85
2206-5-201-4230124	Asphalt, Tar	269.38
2206-5-201-4230300	Small Tools & Minor Equ	81.27
2206-5-201-4310400	Professional Services	15.00
2206-5-201-4320300	Travel	49.38
2206-5-201-4360400	Maintenance Contract	316.50
2206-5-201-4370200	Equipment Leases	16.47
2206-5-201-4390900	Other Services & Charge	270.00
2206-5-201-4430500	Buildings	61.37
2206-5-201-4440200	Motor Equipment	129.98
2303-5-104-4220150	Operating Supplies	<u>270.62</u>
Grand Total:	4,474.86	

Project Account Summary

Project Account Key	Expense Amount
None	<u>4,474.86</u>
Grand Total:	4,474.86



City of Elkhart

Expense Approval Report

By Fund

Payment Dates 8/24/2024 - 9/22/2024

City of Elkhart

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
MACQUEEN EQUIPMENT, LLC	E01016	08/30/2024	Snow Broom	2206-5-201-4370200	400,000.00 ✓
INDIANA MICHIGAN POWER C	INV0004211	08/30/2024	04240948119 1211 CR 6W	2206-5-201-4350100	2,556.12 ✓
CROSSROADS BANK	ML 1238-1001	08/30/2024	2023 & 2024 Snow broom lea	2206-5-201-4370200	44,454.65 ✓
COMCAST CABLE	INV0004365	09/13/2024	8771402050907961 1121 C	2206-5-201-4320400	194.13 ✓
ELKHART PUBLIC UTILITIES	INV0004367	09/13/2024	1203336003 1211 CR 6W	2206-5-201-4350400	70.80 ✓
ELKHART PUBLIC UTILITIES	INV0004368	09/13/2024	1203335600 1139 CR 6W	2206-5-201-4350400	58.18 ✓
ELKHART PUBLIC UTILITIES	INV0004369	09/13/2024	1203335800 1205 CR 6W 2	2206-5-201-4350400	10.85 ✓
NORTHERN INDIANA PUBLIC S	INV0004370	09/13/2024	6440000093 1211 CR 6W	2206-5-201-4350200	275.19 ✓
NORTHERN INDIANA PUBLIC S	INV0004371	09/13/2024	7375580016 1321 CR 6W	2206-5-201-4350200	66.60 ✓
COMCAST CABLE	INV0004372	09/13/2024	8771402050907656 1139 C	2206-5-201-4320400	74.42 ✓
Fund 2206 - AVIATION Total:					447,760.94
Grand Total:					447,760.94

✓ Sept Cable - 194.13
 ✓ Sept POTS - 74.42
 ✓ Sept Phone - 291.42 - 09.20.24
 ✓ Sept cell - 80.92 - 09.13.24
 ✓ Sept Fax - 4.22 - 09.13.24

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	<u>447,760.94</u>
Grand Total:	447,760.94

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	268.55
2206-5-201-4350100	Electricity	2,556.12
2206-5-201-4350200	Natural Gas	341.79
2206-5-201-4350400	Water & Sewer	139.83
2206-5-201-4370200	Equipment Leases	<u>444,454.65</u>
Grand Total:		447,760.94

Project Account Summary

Project Account Key	Payment Amount
None	<u>447,760.94</u>
Grand Total:	447,760.94

2025 BOAC MEETING SCHEDULE

4PM – LAST WEDNESDAY OF EVERY MONTH
ALL MEETINGS WILL BE HELD ON THE FIRST FLOOR
OF THE AIRPORT ADMINISTRATION BDLG
1211 CR 6 W, ELKHART, IN 46514

MEETING DATE:

JANUARY 29

FEBRUARY 26

MARCH 26

APRIL 30

MAY 28

JUNE 25

JULY 30

AUGUST 27

SEPTEMBER 24

OCTOBER 29

NOVEMBER 26

DECEMBER 31

CLAIMS DUE:

JANUARY 24

FEBRUARY 21

MARCH 21

APRIL 25

MAY 22 (THURSDAY)

JUNE 20

JULY 25

AUGUST 22

SEPTEMBER 19

OCTOBER 24

NOVEMBER 21

DECEMBER 26

Date 09.25.24
Approved by City of Elkhart
Board of Aviation Commissioners
[Signature]
Shari Mellin
Bruce P. Shreiner



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: September 25, 2024

TO: Board of Aviation Commissioners

FROM: Andy Jones

RE: **Agreement & BOAC President signature between the Elkhart Municipal Airport & Kone Elevator for tower elevator maintenance service agreement.**

Please approve the attached agreement between Kone Elevator & Elkhart Municipal Airport (EKM). This agreement outlines the annual service maintenance for the tower elevator. This agreement replaces the Oracle Elevator agreement. This agreement has been reviewed & 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 between Kone Elevator & Elkhart Municipal Airport AND give permission for the Board of Aviation Commissioners President to sign this agreement.

Thank you,

Andy Jones

Date 09.25.24
Approved by City of Elkhart
Board of Aviation Commissioners

The background of the entire page is a black and white photograph of a city skyline at night, likely Chicago, with numerous skyscrapers illuminated. Overlaid on this image is a network of white lines and dots, resembling a globe or a data network, with lines curving across the sky. The text "KONE CARE™ 24/7 CONNECT" is superimposed in large, white, bold, sans-serif font across the lower portion of the image.

KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: CITY OF ELKHART - Karen Shaw

Date: September 18, 2024

Issued by: John Rodgers

Dedicated to People Flow™



September 18, 2024
Elkhart Airport Control Tower
1139 CR 6 W
Elkhart, Indiana, 46514

KONE
Indianapolis
433 Fernhill Avenue
Fort Wayne, IN
Phone: 765-516-2409
Fax: 260-482-8936
john.rodgers@kone.com

Attn: Karen Shaw

Re: KONE Care™ Maintenance Agreement
Elkhart Airport Control Tower

Dear Karen Shaw,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Elkhart Airport Control Tower.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 765-516-2409.

Respectfully,

John Rodgers
Sales Consultant
KONE

Dedicated to People Flow™



Purchaser ("Purchaser"):
CITY OF ELKHART
1211 COUNTY ROAD 6 W
Elkhart, Indiana 06514

Service Location ("Premises"):
Elkhart Airport Control Tower
1139 CR 6 W
Elkhart, Indiana 46514

KONE Inc. ("KONE")
Indianapolis
433 Fernhill Avenue
Fort Wayne, IN 46805

TENDER DATE: 09/18/2024

EFFECTIVE DATE: 12/01/2024

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Count
Virginia Controls	Elevator	Hydraulic	1

2. SERVICES

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

6. EXCLUSIONS

This Agreement does not include hydraulic fluids.

No labor, except specified herein, parts or supplies will be furnished under this Agreement.

KONE shall not be obligated to: perform safety test other than those specified herein; install new attachments or make equipment changes, repairs or adjustments, corrected outstanding violations or deficiencies.

7. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

8. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

9. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

10. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

11. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of FIVE (5) years and is non-cancelable. Either party may terminate this Agreement at the end of the initial FIVE (5) year term or at the end of any subsequent FIVE (5) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees. Should Purchaser be unable to fund the contract, they can terminate without penalty provided a 90-day notice is given.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net ten (10) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to Indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the Indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This Indemnification will survive the termination of the Agreement.

9. LIMITATION OF LIABILITY

- A. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- B. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. VENUE

The exclusive venue for any dispute between the parties shall be in Elkhart County, State of Indiana.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the

Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.


PRICE

\$50.00 per month payable by Purchaser annually in advance (\$600.00 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$50.00 per month	
Semi-Annual in advance payment	3% Increase	\$51.50 per month	
Quarterly in advance payment	6% Increase	\$53.00 per month	
Monthly in advance payment	8% Increase	\$54.00 per month	

CITY OF ELKHART



 (Signature of Authorized Representative)

Doug Thorne

 (Print Name)

BOAC President

 Title

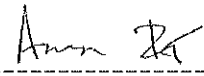
09.25.24

 Date

Respectfully submitted,

John Rodgers

KONE Inc.



 (Approved by) Authorized Representative

Senior Vice President

 Title

9.20.2024

 Date

Oppy: 0015650478

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. FREIGHT ELEVATOR #100962
CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

24/7 Connected Services

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE Inc. ("KONE") to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$30.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

By initialing below, you are approving the above KONE Care - Emergency Phone Monitoring services for the additional monthly fee of \$0.00.

ACCEPTED BY KS DECLINED BY _____ Date: 09.25.24

B. KONE Care - Wireless Phone Provider Service

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required. Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. Kone is not liable for any damages relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions or any other reason outside of Kone's reasonable control. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

By initialing below, you are approving the above KONE Care - Wireless Phone Provider Service for the additional monthly fee of \$30.00.

ACCEPTED BY KS DECLINED BY _____ Date: 09.25.24

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
FREIGHT ELEVATOR #100962	45542087	X	X		

5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. The 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
6. 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement unless KONE terminates for any reason an individual Service or the Services upon 15 days prior written notice to Customer. Should the Agreement expire or terminate, the Services will automatically terminate. Further, during the term of the Agreement, the Customer can terminate an individual Service prematurely on 30 days prior written notice to KONE after an initial period of one (1) year from the effective date of this amendment. Either party may also terminate an individual Service prematurely if the other party is in breach of its obligations relating to such Service and fails to rectify such breach within 30 days of a written notice thereof. All termination provisions of the Agreement shall remain in full force and effect. If the Agreement is terminated, the Services shall be terminated.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services.
10. Considering the nature of the Services, KONE may adjust the fee for a Service on 30 days prior written notice if value adding features or functionalities are added to such Service. Should the Customer disagree with a fee increase, the Customer may terminate the affected Service starting from the fee increase.
11. **Limitation of Liability.** KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE 24/7 CONNECTED SERVICES.

Attachment "A"
Amendments to Service Agreement

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

<p>KONE General or Sales Manager Authorization</p> <p>----- Signature</p>
--

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company: <i>City of Elkhart - Aviation - Elkhart Municipal Airport Board of Aviation Commissioners</i>		
Address: <i>1211 CR 6 W</i>		
City: <i>Elkhart</i>	State: <i>IA</i>	Zip: <i>46514</i>
Contact Name: <i>Andy Jones</i>	Title: <i>Airport Director</i>	
Phone: <i>574-264-5217</i>	Fax:	
Is the Owner tax exempt? <input checked="" type="radio"/> Yes (If Yes, provide the Tax Exemption Certificate.) <i>See attached</i>		
Federal tax ID #: <i>35-6001016</i>		

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name: <i>Karen Shaw</i>	Title: <i>Office manager</i>	
Phone:	Fax:	
Federal tax ID #:	Email: <i>Karen.Shaw@coei.org</i>	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name: <i>Karen Shaw</i>	Title: <i>Office Manager</i>	
Phone:	Fax:	
Federal tax ID #:	Email: <i>Karen.Shaw@coei.org</i>	

Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1 Virginia Controls Elevator	PASS 100962	
First Point of Contact (Required)		
Name: David Sandsmark	Title: Airport Maint. Manager	
Phone #:	Cell Phone #: 574-361-2123	
Second Point of Contact (Required)		
Name: Andy Jones	Title: Airport Director	
Phone #:	Cell Phone #: 574-903-4815	
Third Point of Contact (Optional)		
Name: Karen Shaw	Title: Office Manager	
Phone #: 574-264-5217	Cell Phone #:	
Local Emergency Authorities (Required)		
Fire Department Phone #: 574-266-0782	Police Department Phone #: 574-	

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, Aircraft, or Gasoline. In addition, this exemption certificate may not be issued by a nonprofit organization. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: CITY OF ELKHART

Business Address: 229 S 2ND STREET City: ELKHART State: IN ZIP Code: 46516

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0031205200 - LOC Number (3 digits): 015

If not registered with the Indiana DOR, provide your State Tax ID Number from another State

*See Instructions on the reverse side if you do not have either number.

State ID Number: _____ State of Issue: _____

Section 2

Name of Seller: _____

Address of Seller: _____ City: _____ State: _____ ZIP Code: _____

Section 3

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: VARIOUS ITEMS

Section 4

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for resale only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.

Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: _____

Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).

Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the United States Federal Government - show agency name, _____

Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

Other - explain. _____

Section 5

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, aircraft, or gasoline. I further attest that the property purchased is not being purchased by a nonprofit organization.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: Erin Koons

Date: 01/08/2024

Printed Name: ERIN KOONS

Title: DEPUTY CONTROLLER

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser. Seller must keep this certificate on file to support exempt sales.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF ELKHART		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 229 S SECOND STREET	Requester's name and address (optional)	
	6 City, state, and ZIP code ELKHART, IN 46516		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								

or

Employer identification number								
3	5	-	6	0	0	1	0	1

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>01/08/2024</u>
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 09/25/24
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Signature on T-Hangar 53 lease

The Elkhart Municipal Airport has rented T-Hangar 53 to tenant John Ferguson. I ask the Board of Aviation Commissioners to authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please authorize The Board of Aviation Commissioners President to sign the T-Hangar 53 lease effective October 1, 2024.

Date 09.25.24
Approved by City of Elkhart
Board of Aviation Commissioners
[Signature]
Shari Mellin
Bruce P. Shreiner

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of October 2024, by and between Elkhart Board of Aviation Commissioners ("Lessor"), and John Ferguson ("Lessee"):

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 53 (The "Premises"). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Cessna Model 306 Registration Number N2591T

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

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

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of \$150.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of \$150.00 which shall be applied as rental for the last month of Lessee's occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

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

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

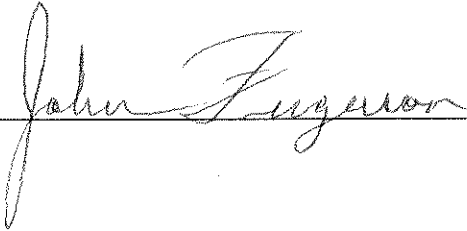
- 11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
- 12) Making small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

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

Billing Address: 25517 Harold Ct.
Edwardsburg, MI 49112

LESSOR
Airport Manager

LESSEE SIGNATURE: _____



By: Andy Jones

Phone #: 574-320-6923

Printed Name: Andy Jones

BOAC President: _____
Doug Thorne



Email: pilotjohnf@gmail.com



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 09/25/24

TO: The Board of Aviation Commissioners

FROM: Andy Jones, Airport Director

RE: Agreement approval & BOAC President signature

I ask The Board of Aviation Commissioners to approve the agreement between EKM & MCLS Group, LLC d/b/a Certapro Painters to paint the exterior administration building at the Elkhart Municipal Airport at a cost of \$12,219.28. This agreement has been reviewed & approved by the City's legal department. I also ask the Board of Aviation Commissioners to authorize its BOAC President to sign this Contract on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please approve this agreement & authorize The Board of Aviation Commissioners President to sign the agreement effective 09/25/24.

Date 09.25.24

Approved by City of Elkhart
Board of Aviation Commissioners

[Signature]

Shari Mellen

Bruce P. Shreiner

CONTRACT ADMINISTRATION BUILDING PAINTING

This Agreement is made and entered into this 26TH of SEPTEMBER, 2024, between the **CITY OF ELKHART, INDIANA** ("CITY"), by and through its Board of Aviation Commissioners, located at 229 S. Second Street, Elkhart, Indiana 46516 and **MCLS GROUP LLC DBA CERTAPRO PAINTERS OF SOUTH BEND** ("CONTRACTOR"), located at 10478 Vistula Road Osceola, IN 46561.

RECITALS:

WHEREAS, the Elkhart Municipal Airport desires to paint the Administration Building's exterior surface ("**Premises**"); and

WHEREAS, the Board of Aviation Commissioners desires to retain the services of a competent painter with the necessary expertise and personnel to perform the required work.

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

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

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the services listed in the quote attached to this Contract as Exhibit A.

SECTION 2. Schedule.

Services described in Section 1 shall commence within a reasonable amount of time from when CITY approval of this Agreement is communicated to CONTRACTOR.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay to the CONTRACTOR the sum of Twelve Thousand Two Hundred and Nineteen Dollars and Twenty Eight Cents (\$12,219.28) upon inspection and approval by the City, under the terms and conditions described in the attached Exhibit A.

SECTION 4. Insurance.

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

Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the City or the State. The City and State are to

be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

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

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

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

SECTION 5. Indemnification.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to Indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the Indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with Agreement. This Indemnification will survive the termination of the Agreement.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

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

SECTION 8. Compliance with State and Local Law.

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

SECTION 9. E-Verify Compliance.

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

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

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

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

SECTION 10. Supplement.

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

SECTION 11. Entire Agreement.

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

SECTION 12. Authority.

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

SECTION 13. Nondiscrimination.

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

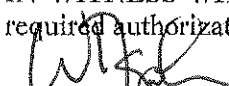
SECTION 14. Severability.

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

SECTION 15. Council Appropriation.

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

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



Douglas Thorne, President
City of Elkhart, Indiana,

Board of Aviation Commissioners



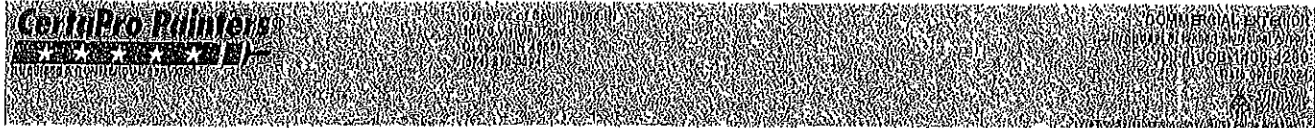
Signature of CONTRACTOR

MICHAEL G. CROCKETT

Print Name

OWNER

Position



JOB SITE

Elkhart Municipal Airport - Comm-Ext - JOB-1400-4280
 1211 County Rd 8
 Elkhart, IN 48514
 (574) 361-2123
 david.sandemark@coel.org

PREPARED BY

Michael Crockett
 Franchise Owner
 (574) 218-5894
 mcrockett@certapro.com



CLIENT

Elkhart Municipal Airport
 1211 County Rd 8
 Elkhart, IN 46614
 (574) 361-2123
 david.sandemark@coel.org

CLIENT CONTACTS

David Sandemark
 M: (574) 361-2123
 E: david.sandemark@coel.org

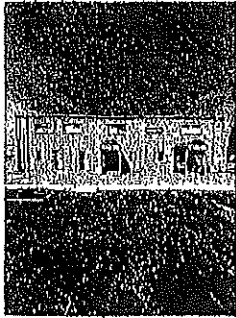
PRICING

Front	\$3,680.77
Left	\$4,187.76
Rear	\$2,628.94
Right	\$3,821.81
Subtotal:	\$14,219.28
Total:	\$14,219.28
Deposits Due	\$2,000.00
Balance	\$12,219.28

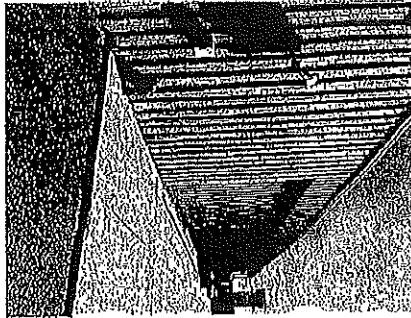
PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Front			
Sliding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Sliding
Sliding - Prep & Repair			
Window Frame(s)	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Downspout	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Left			
Sliding - Metal - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Sliding
Sliding - Prep & Repair			
Window Frame(s)	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia gutters	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Rear			
Sliding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Sliding
Sliding - Prep & Repair			
Downspout	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Right			
Sliding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Sliding
Sliding - Prep & Repair			

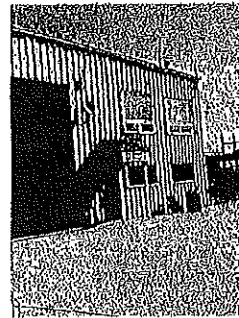
ADDENDUM - ALL PICTURES



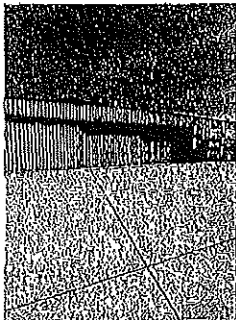
Front



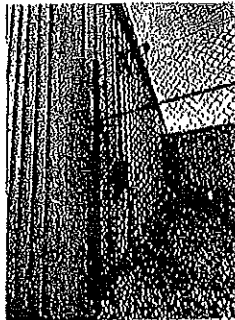
Left



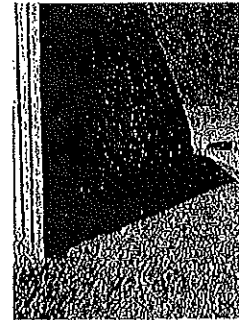
Left



Left



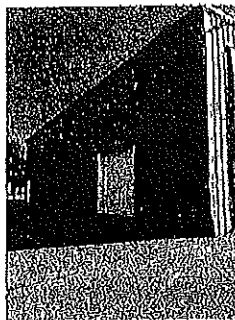
Rear



Right



Tenant building - Front



Tenant building - Front



Tenant building - Left

Item	Description	Price
Tenant building - Front	Clapboard - Airless Spray, Prep & Repair, Downspout, Fascia, Door(s), Wash	\$2,873.64
Tenant building - Left	Clapboard - Airless Spray, Prep & Repair, Fascia, Wash	\$2,738.28
Tenant building - Rear	Clapboard - Airless Spray, Prep & Repair, Door(s), Door Frame(s), Fascia gutters, Wash	\$2,167.88
Tenant building - Right	Metal - Airless Spray, Prep & Repair, Fascia gutters, Wash	\$2,803.30

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP -- The individual giving you this proposal is an Independent Contractor (known by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the Independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS -- Colors may be chosen by the client prior to commencement of work. If, after the job work, a color change is required, the Independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS -- Should conditions arise which could not be determined by visual inspection prior to starting work the client must pay an agreed upon extra for the completion of such work.

PROPOSAL -- This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE, IF YOU CANCEL, ANY PROPERTY TITLED IN, ANY DEBENTURE AND/OR BY YOU UNDER THE CONTRACT OR SALE, AND ANY RECEIPTABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE BUYER AT YOUR RESIDENCE IN SUFFICIENTLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE, OR YOU MAY, IF YOU WISH, COOPERATE WITH THE BUYER'S RETURN OF THE GOODS TO THE BUYER'S RESIDENCE AT THE BUYER'S EXPENSE AND RISK. IF YOU DO HAVE THE GOODS AVAILABLE TO THE BUYER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE BUYER, OR IF YOU AGREE TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT, TO CANCEL THIS TRANSACTION, MAKE OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR BY A TELEGRAM TO:

Name of Seller: CertaPro of South Bend IN

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

Quote 1



CertaPro of South Bend IN
10479 Matula Road
Osceola, IN 46561
(574) 218-5594

COMMERCIAL EXTERIOR
Proposal #: Elkhart Municipal Airport
Job #: JOB-1408-4289
Date 09/05/2024



We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Elkhart Municipal Airport - Comm-Ext - JOB-1408-4289

1211 County Rd 6
Elkhart, IN 46514
(574) 361-2123
david.sandsmark@coei.org

PREPARED BY

Michael Crockett
Franchise Owner
(574) 218-5594
mcrockett@certapro.com



CLIENT

Elkhart Municipal Airport

1211 County Rd 6
Elkhart, IN 46514
(574) 361-2123
david.sandsmark@coei.org

CLIENT CONTACTS

David Sandsmark
M: (574) 361-2123
E: david.sandsmark@coei.org

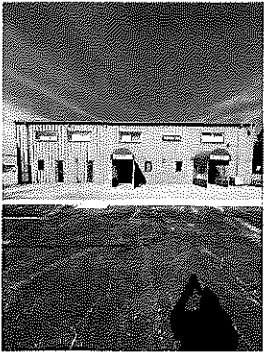
PRICING:

Front	\$3,580.77
Left	\$4,187.76
Rear	\$2,628.94
Right	\$3,821.81
Subtotal:	\$14,219.28
Total:	\$14,219.28
Deposits Due	\$2,000.00
Balance	\$12,219.28

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Front			
Siding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Siding
Siding - Prep & Repair			
Window Frame(s)	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Downspout	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Left			
Siding - Metal - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Siding
Siding - Prep & Repair			
Window Frame(s)	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia gutters	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Rear			
Siding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Siding
Siding - Prep & Repair			
Downspout	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Fascia	A-100-Latex-Satin	2 / 0	Match Existing - Trim
Wash			
Right			
Siding - Clapboard - Airless Spray	A-100-Latex-Satin	2 / 0	TBD - Siding
Siding - Prep & Repair			

ADDENDUM - ALL PICTURES



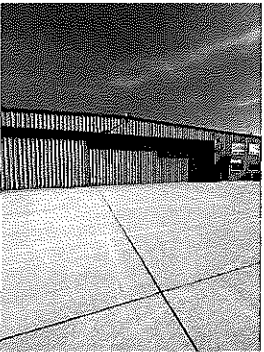
Front



Left



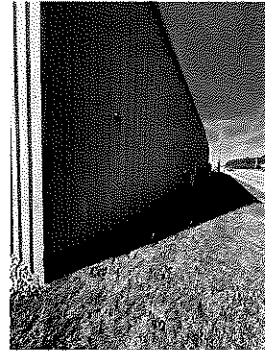
Left



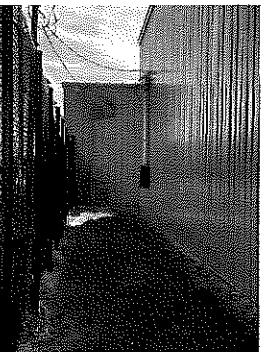
Left



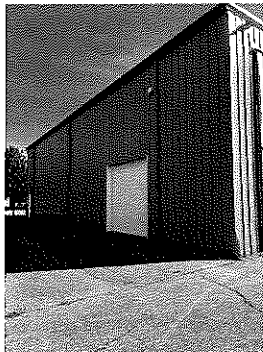
Rear



Right



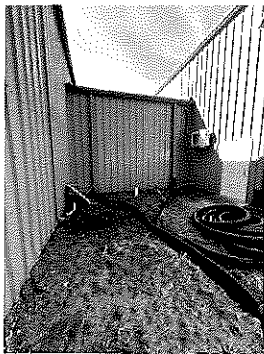
Tenant building - Front



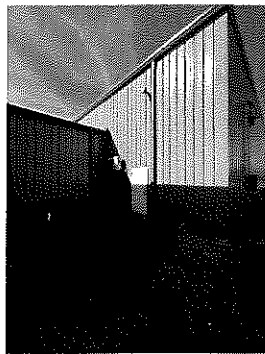
Tenant building - Front



Tenant building - Left



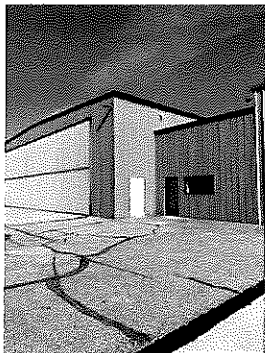
Tenant building - Left



Tenant building - Rear



Tenant building - Rear



Tenant building - Right



Tenant building - Right

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Tenant building - Front	Clapboard - Airless Spray, Prep & Repair, Downspout, Fascia, Door(s), Wash	\$2,873.54
Tenant building - Left	Clapboard - Airless Spray, Prep & Repair, Fascia, Wash	\$2,738.29
Tenant building - Rear	Clapboard - Airless Spray, Prep & Repair, Door(s), Door Frame(s), Fascia gutters, Wash	\$2,167.88
Tenant building - Right	Metal - Airless Spray, Prep & Repair, Fascia gutters, Wash	\$2,803.30

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION, IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT, TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro of South Bend IN**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

Quote 2

Estimate

Jays Paint & Refinishing
Office Phone: 2694146863
jays.paintss@gmail.com

Estimate Number: E240829141
Estimate Date: 08/29/2024
Payment Terms: Due On Receipt
Estimate Amount: 17,000.00
Created By: Jajuan Calhoun

Bill To
David Sandsmark (airport)

Ship To
David Sandsmark (airport)

Item #	Description	Quantity	Unit Price	Taxable	Total
1084	Powerwashing / De-oxidizing Metal Siding This includes all cleaning and surface prep before we start scraping and priming anything that needs attention.	1.00	4,000.00		4,000.00
1085	Painting Metal Siding And Brick Sqft.	12,500.00	0.80		10,000.00
1086	Shercryl Exterior Paint	37.50	60.00		2,250.00
1087	Materials	0.50	1,500.00		750.00

Comments:

This quote is for your part of the blue building.
Powerwash, de oxidize, scrape and spot prime, paint. No windows, no trim on top around roof, no doors, only siding.

Subtotal: \$ 17,000.00
Estimate Amount \$ 17,000.00



COATINGS PAINTING RESTORATIONS

Estimate # 1336

February 27, 2024

59019 Peppermint Dr. Elkhart, IN 46517
Phone: 574-202-3186 Fax: 574-875-3887
paintproadvanced@yahoo.com

City of Elkhart

Elkhart Municipal Airport

1211 Cr 6 West

Elkhart, In. 46514

574-264-5217

574-264-2323

Email: Bruce.maclachlan@coei.org

Thank you for allowing Advanced Coatings, Painting, & Restoration to offer you a proposal for your upcoming project. I would like to take this opportunity to provide you with insight as it pertains to my company.

Advanced CPR has been providing safe, high quality service to our customers for approximately 31 years; we adhere to all OSHA safety standards and are fully insured for liability and worker's compensation. You can feel confident that you are in the safe, highly skilled hands of Advanced Coating's professionals!

In addition, we take great pride in our motto "Satisfaction Guaranteed". *The job is never complete until the customer is 100% satisfied.* To provide professional quality and safe working standards, *we do not cut any corners.*

Advanced Coatings provides service when you need it in order to complete the job on your time frame. Our crews are available 24 hours a day, 7 days a week, including holidays.

Thank you for considering Advanced Coatings.

My Best Regards,

Jimmie Jones

President, Advanced Coatings

C: 574-202-3186 Email: paintproadvanced@yahoo.com

SITE INSPECTION SURVEY

The following information represents a summary of the conditions found as a result of the Onsite tour conducted by Advanced C.P.R.'s personnel. For your convenience, this information represents the physical areas inspected.

RECOMMENDATIONS & QUOTATION

After careful evaluation of the conditions of your project & the requirements of the job, we are pleased to provide you with Advanced C.P.R.'s recommendations. The following is a summary of the pricing you have requested, along with the specific work that will be done.

Work Area

Exterior of office building - East end including the North and South
Approximately 75x130
Metal siding, gutters, downspouts, trim, miscellaneous

Work

- Schedule semi and 1 boom lift
- Pressure wash and deoxidize
- Cover glass, doors, handles, lights, cameras, ground and miscellaneous
- Spot prime rusted screws, miscellaneous areas where needed with rust stop primer
- Apply two coats of Sherwin Williams DTM- Direct to metal
- Clean up when complete

Total \$ 12,625.00

Optional Work Area

West end including the north and south
Approximately 75 x 130

Total \$ 13,155.00

Note: The price is based on two different colors. The vinyl overhangs will need to be removed and replaced from front entrances. Advanced C.P.R. can do the work based on \$ 58.00 per hour

CUSTOMER RESPONSIBILITIES

It is Advanced C.P.R.'s policy that we are in receipt of a signed "Purchase Order" before beginning any project. Any changes to this proposal must be noted & initialized by an authorized Advanced C.P.R. representative.

If dumpster is not provided for Advanced C.P.R.'s use throughout the project and it is necessary for us to obtain rental equipment for those purposes, the cost will be invoiced for the actual amount of the rentals. Customer is required to clear the areas detailed in this Estimate of all obstructions & moveable equipment before the planned start date. Failure to do so may create additional costs for the customer & will be invoiced accordingly.

Terms & Conditions

Our goal is to give our customers the best, highest quality service & product available anywhere. In order to achieve this, we have developed a few "Terms & Conditions" to avoid any unnecessary disruptions of service or untimely application of product. The following are a part of this proposal unless otherwise stated on a previous page. Please, read them carefully before signing.

Before commencing any job, Advanced Coatings, Inc. will be in receipt of a signed copy of the attached "Terms & Conditions."

Payment terms, for contract specifications are: payment due at completion of project. If the invoice is not paid in full within the 10 days agreed upon, the highest interest by law will be added per day plus if going to court you will pay all of our Court costs, & Attorney fees.

Additional cost (i.e. "false starts", lack of equipment or lighting) will be invoiced immediately & are due upon receipt. If adequate power & lighting are not provided for Advanced Coatings, Inc. use throughout the project & it is necessary for us to obtain rental equipment for those purposes, the cost will be invoiced for the amount of the rentals, labor to acquire the rental, labor delays, plus a 15% processing fee. Delays in job starts that are due to customer error & cause Advanced Coatings employee(s) idling will be billed, to the customer, at a total man hours plus a 10% processing fee.

Weather is a major factor in scheduling all exterior applications & some interior applications where humidity is a factor in proper application. At times, poor weather will cause Advanced Coatings, Inc. to disrupt service schedules to ensure that the customer is receiving the highest quality service achievable.

This Estimate is open for acceptance for 30 days from August 29, 2024.

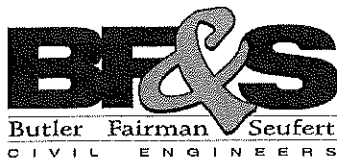
Please Sign, Date, & Fax back to 574 875 3887

Choose Option (if applicable): _____

By signing below in black ink you agree with & accept the terms indicated in this document & the attached Estimate.

Signature _____ Date _____ Deposit _____

**Thank You,
Jimmie Jones**



**ELKHART MUNICIPAL AIRPORT
ENGINEER REPORT/AGENDA
September 25, 2024
4:00 p.m.**

ACTION ITEMS FOR BOAC MEETING

1. Motion to approve the 2024 Disadvantaged Business Enterprise (DBE) Program policy state update.

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)
- AIP 40: T-Hangar and Taxilanes - Total grant amount \$848,666, Currently 0% (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.
 - The FAA has informed us via INDOT that the project needs to move to FY 2025 due to FAA funding. Between the FAA continuing resolution and projects that were not funded last year many projects had to slide one year.
 - See the revised funding schedule from INDOT and FAA.
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.
 - Closeout submitted for this grant.
3. T-hangar/Taxilane design project
 - Currently working on getting construction contract, payment bond, performance bond, and certificate of insurance in place with the contractor.
 - Once in place we will schedule the pre-construction conference.

Most recent CIP from INDOT/FAA

Airport Name	Year	Federal E.Y. 2024-2029 Entitlement Funds	Anticipated Apportionment Funds	Discretionary Funds	Airport Capital Improvement Program Allocation Funds	Matching State Funds	Matching Local Funds	Total Cost	Bill of Materials Contract	Funds Towed	Project Description
Elkhart	2024					\$42,433	\$42,433	\$848,667			NPE Rollover
Elkhart	2024					\$1,325	\$1,325	\$26,500	\$25,175		Construct Taxilane and 10-unit T-hanger, Phase 1 reimbursement
Elkhart	2024										Air Traffic Control Tower Improvements
Elkhart	2025	\$450,000		\$1,350,000		\$100,000	\$100,000	\$2,000,000			Rehabilitate RW 18/36 - Construction
Elkhart	2025				\$294,000	\$16,333	\$16,333	\$326,667			Construct Taxilane and 10-unit T-hanger, Phase 2 reimbursement
Elkhart	2026	\$150,000	\$329,312			\$26,628	\$26,628	\$532,569			Land Acquisition for Approach Protection, Easements and Parcels 67 & 77 -
Elkhart	2026				\$294,000	\$16,333	\$16,333	\$326,667			Construct Taxilane and 10-unit T-hanger, Phase 3 reimbursement
Elkhart	2027	\$122,283				\$6,794	\$6,794	\$135,870			Runway 18-36 Lighting Rehabilitation - Design
Elkhart	2028	\$177,717		\$632,283		\$45,000	\$45,000	\$900,000			Runway 18-36 Lighting Rehabilitation - Construction
Elkhart	2029	\$120,000				\$6,667	\$6,667	\$133,333			Taxiway D Lighting Rehabilitation - Environmental/Design
Elkhart	2029	\$30,000	\$75,000			\$5,833	\$5,833	\$116,667			Taxiway D Pavement Rehabilitation - Environmental/Design

**Public Meeting of the Board of Aviation Commissioners:
Wednesday September 25, 2024 at 4:00pm**

**As always, the public is welcome to attend in-person. Location is:
Elkhart Municipal Airport
1211 CR 6W, Elkhart, IN 46514
1st floor Administration building (blue building just west of the control tower)**

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

**<https://signin.webex.com/join>
Join by meeting number: 2301 056 3958
Meeting password: BOACSept2024**

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