

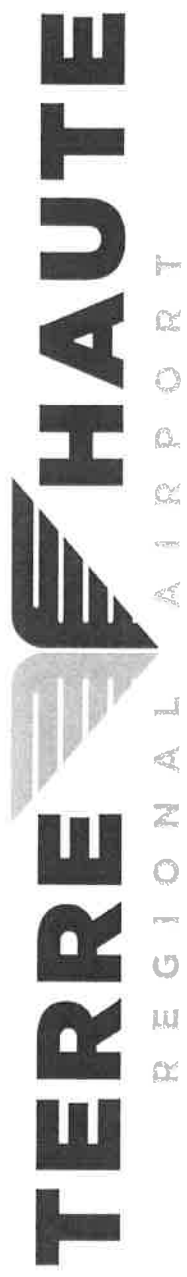


Regular Session scheduled for January 13, 2021 at 8:00 a.m.

In response to COVID-19 precautions, personnel can participate virtually via Zoom

1. Call to Order
2. Consideration and approval of the December 09, 2020 Regular Meeting Minutes
3. Board of Directors' Comments
4. Comments from the Public
5. Consideration for Approval of Claims
6. Reports:
  - A. Board of Directors – Committee Reports
    - a. Personnel & Benefits
    - b. Facilities
    - c. Budget & Finance
    - d. Economic Development
  - B. Executive Director's Report
  - C. Treasurer's Report
  - D. Attorney's Report
  - E. Consultant's Report
7. Consideration and Discussion of New Business
  - A. Consideration for Approval of Resolution 01-2021 Amending Salary for 2020
  - B. Consideration for Approval of the Thompson Hangar Lease
8. Consideration and Discussion of Unfinished Business
9. Comments from the Public
10. Comments from the Board of Director's
11. Adjourn





### Minutes

Terre Haute Regional Airport Authority  
December 9, 2020 – 8:00 a.m.  
Airport Conference Room

#### PRESENT:

Rachel Leslie, President (called in)  
Brian Short, Vice President (called in)  
Rick Burger, Secretary  
Dan Conley, Member  
Bernice Helman, Member (called in)

#### ABSENT:

#### STAFF PRESENT:

Jeff Hauser, Executive Director (called in)  
Kara McIntosh, Director of Operations  
Kelsey Veatch, Finance Manager

#### OTHERS PRESENT:

Scott Craig, Attorney (called in)  
John Baer, Woolpert (called in)  
Josh Thompson, Hoosier Aviation  
Kathy Mellor, Box Hangar Tenant (called in)  
Howard Greninger, Tribune Star  
Alia Blackburn, WTHI (called in)

Mrs. Leslie called the meeting to order at 8:03 a.m.

Upon a motion by Mr. Burger, seconded by Mr. Conley and passed by unanimous vote, minutes from the Nov 18, 2020 meeting were approved.

Comments from the Board of Directors – None

Comments from the Public – Kathy Mellor asked for a status update on the restaurant. Jeff Hauser noted that his Executive Director's report would address the restaurant, but he would be happy to answer any additional questions after his report.

Upon a motion by Mr. Burger, seconded by Mrs. Helman, and passed by unanimous vote, the Claim Forms dated December 9, 2020 were approved.



Committee Reports:

1. Personnel & Benefits Committee – Dan Conley presented the 2021 employee benefit options. The report is attached and part of the official minutes.
2. Facilities Committee – No report
3. Budget & Finance Committee – No report
4. Economic Development Committee – No report

Executive Director's Report was presented by Jeff Hauser. The report is attached and part of the official minutes.

Treasurer's Report was presented by Kelsey Veatch. The financials for November 2020 were reviewed and approved by the board and are attached as part of the official minutes. Kelsey mentioned that as of the end of November 2020 there is still around 34% of the overall budget remaining. Kelsey also noted that the parking lot lights had been paid for, but that the runway sweeper was not yet expended from the 2020 budget. Kelsey felt the airport was on track to have near 10% to put in rainy day at the end of 2020.

Attorney's Report was presented by Scott Craig. The RFP for the sweeper had been posted and responses are due next week. Selection for the sweeper will be made prior to end of year. We received notice from DLGF that the 2021 budget had been approved.

Consultant's Report was presented by John Baer. The report is attached and part of the official minutes. Change Order #1 will be tabled until the January 2021 board meeting.

Consideration and Discussion of New Business –

Approval by a motion by Mr. Short, seconded by Mrs. Helman, and passed by unanimous vote Resolution #7-2020 Establishing 2021 Employee Compensation was approved.

Approval by a motion by Mrs. Helman, seconded by Mr. Conley, and passed by unanimous vote Resolution #8-2020 Authorizing Additional Compensation was approved.

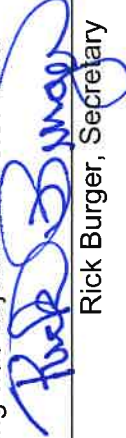
Approval by a motion by Mr. Short, seconded by Mr. Burger, and passed by unanimous vote Resolution #9-2020 Declaring Surplus Personal Property was approved.

Consideration and Discussion of Unfinished Business – None

Comments from the Public – Kathy Mellor addressed her concerns in relation to the restaurant space containing 'retail items'. Mrs. Mellor noted that the RFP for that space was for a restaurant and she felt that the airport needed that space to be a restaurant. Mr. Hauser responded that he understood the concern and had addressed it with the restaurant owner. Mr. Hauser would like to see the restaurant owner be given a chance to withhold their end of the lease.

Board of Director's Comments – None

Upon a motion by Mr. Burger, the meeting was adjourned at 8:37 a.m.

  
Rick Burger, Secretary



# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

## Terre Haute Regional Airport

GOVERNMENTAL UNIT

AGENCY

### APV Register Batch - JANUARY 2021 MEETING

Installed by the Terre Haute Regional Airport-2019

General Form No. 364 (1997) APVREGISTER\_SUM.FRX

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.  
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
2/14/2020	94	VERIZON WIRELESS	TELEPHONE	138.71	138.71	M2166	PSO CELL SERVICE *0789
2/14/2020	21	CITY OF TERRE HAUTE	SEWER - UTILITY	432.91	432.91	M2167	SEWER - 9/21-10/20 - ACCT#3101024227
2/11/2020	1600	GROSS PAYROLL	EXECUTIVE DIRECTOR	39627.43	39627.43	M2168	WAGES - PAYROLL CK DATE 12/11/2020
2/11/2020	1601	NET WAGES	PAYROLL EXPENSES	23044.49	23044.49	M2169	NET WAGES
2/11/2020	121	PAYCHEX	PAYROLL EXPENSES	167.60	167.60	M2170	PAYROLL PROCESSING FEE
2/11/2020	122	INTERNAL REVENUE SERVICE	PAYROLL EXPENSES	8064.54	8064.54	M2171	FICA - PAYROLL CK DATE 12/11/2020
2/11/2020	123	INDIANA DEPARTMENT OF	PAYROLL EXPENSES	1710.85	1710.85	M2172	STATE - PAYROLL CK DATE 12/11/2020
2/11/2020	124	INDIANA CENTRAL	PAYROLL EXPENSES	260.00	260.00	M2173	GARNISHMENT - PAYROLL CK DATE
2/11/2020	125	INPRS	PAYROLL EXPENSES	4742.22	4742.22	M2174	PERF EE, ER, & ADDITIONAL
2/11/2020	126	HEALTH SAVINGS ACCOUNT	PAYROLL EXPENSES	465.00	465.00	M2175	HSA EE & ER PORTIONS
2/16/2020	91	TIME WARNER CABLE	CABLE	468.07	468.07	M2178	CABLE SERVICE
2/18/2020	121	PAYCHEX	DUES & SUBSCRIPTIONS	193.90	193.90	M2180	PAYROLL TIME/ATTENDANCE SYSTEM
2/23/2020	110	DUKE ENERGY	ELECTRIC - UTILITY	150.05	150.05	M2198	ELECTRIC - 10/27-11/30 -
2/30/2020	185	AMTRUST NORTH AMERICA	WORKER'S COMP	564.00	564.00	M2204	2020 FINAL PREMIUM AUDIT
2/23/2020	110	DUKE ENERGY	ELECTRIC - UTILITY	9641.69	9641.69	M2206	ELECTRIC - 10/27-11/30 - ACCT#9540
2/21/2020	44	INDIANA AMERICAN WATER	WATER - UTILITY	238.13	238.13	M2207	WATER - 11/3-12/1 -
2/24/2020	1600	GROSS PAYROLL	EXECUTIVE DIRECTOR	34676.42	34676.42	M2213	WAGES - PAYROLL CK DATE 12/24/2020
2/24/2020	1601	NET WAGES	PAYROLL EXPENSES	19890.82	19890.82	M2214	NET WAGES - PAYROLL CK DATE
2/24/2020	121	PAYCHEX	PAYROLL EXPENSES	135.62	135.62	M2215	PAYROLL PROCESSING FEES
2/24/2020	122	INTERNAL REVENUE SERVICE	PAYROLL EXPENSES	7171.97	7171.97	M2216	FICA - PAYROLL CK DATE 12/24/2020
2/24/2020	123	INDIANA DEPARTMENT OF	PAYROLL EXPENSES	1491.68	1491.68	M2217	STATE - PAYROLL CK DATE 12/24/2020
2/24/2020	124	INDIANA CENTRAL	PAYROLL EXPENSES	260.00	260.00	M2218	GARNISHMENTS - PAYROLL CK DATE
2/24/2020	125	INPRS	PAYROLL EXPENSES	4088.60	4088.60	M2219	PERF EE, ER, & ADDITIONAL
2/24/2020	126	HEALTH SAVINGS ACCOUNT	PAYROLL EXPENSES	465.00	465.00	M2220	HSA EE & ER - PAYROLL CK DATE
2/21/2020	96	VISION SERVICE PLAN	PAYROLL EXPENSES	145.25	145.25	M2221	VISION INSURANCE - EE PORTION
2/21/2020	216	PRINCIPAL LIFE INSURANCE	PAYROLL EXPENSES	317.18	317.18	M2222	LIFE INSURANCE - EE PORTION
2/15/2020	171	STATE BOARD OF ACCOUNTS	AUDIT EXPENSES	17256.00	17256.00	M2223	2019 FINANCIAL AUDIT - STATE BOARD
1/05/2021	44	INDIANA AMERICAN WATER	WATER - UTILITY	929.83	929.83	M2249	WATER - 11/20-12/16 - ACCT#5896034
1/01/2021	4	ANTHEM BLUE CROSS BLUE	GROUP INSURANCE	12844.11	12844.11	M2250	HEALTH INSURANCE - ER PORTION
1/01/2021	1	AFLAC	PAYROLL EXPENSES	384.18	384.18	M2251	ADDITIONAL INSURANCE - EE PAID
1/01/2021	19	CINCINNATI INSURANCE	LIABILITY INSURANCE	20166.00	20166.00	M2252	2021 COMMERCIAL PKG INCLD AUTO
1/01/2021	35	FIRST FINANCIAL BANK	T-HANGAR LOAN	3065.91	3065.91	M2254	THANGAR LOAN - PRINCIPAL
1/12/2021	79	REPUBLIC SERVICES #694	WASTE DISPOSAL	718.71	718.71	M2255	WASTE DISPOSAL - ACCT#0021798
2/31/2020	190	WABASH VALLEY ASPHALT	FED PROJ - OTHER	37101.86	37101.86	1038	AIP#47 - WEST QUAD WORK
2/31/2020	200	ACCELERATE WEST CENTRAL	BUSINESS EXP &	1500.00	1500.00	12848	ECON DEVELOPMENT MARKETING
2/21/2020	3	AIRGAS USA, LLC	BOTTLED GAS	51.70	51.70	12849	CYL RENTAL
2/21/2020	262	B&S PLUMBING & HEATING,	BUILDING MAINTENANCE	490.75	490.75	12850	INSPECT ICE MACHINE
2/31/2020	264	BEST EQUIPMENT CO., INC.	EQUIPMENT	231791.47	231791.47	12851	SWEEPER - TYMCO MODEL 600
2/31/2020	15	BOB WEAVER MARKETING	PROMOTIONAL/MARKETIN	750.00	750.00	12852	SOCIAL MEDIA EDITS/UPDATES
2/31/2020	20	CINTAS CORPORATION #370	MAINTENANCE UNIFORMS	379.86	379.86	12853	MAINTENANCE UNIFORMS
2/31/2020	169	ICO-ALLIANCE	GASOLINE & DIESEL	1357.21	1357.21	12854	335.3 GAL DIESEL





# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

## Terre Haute Regional Airport

GOVERNMENTAL UNIT

AGENCY

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.  
(2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Check Date	Vendor	Name of Claimant	Office		Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
			Department					
General Form No. 364 (1997) APVREGISTER_SUM.FRX								
Installed by the Terre Haute Regional Airport-2019								
2/31/2020	22	COLDWELL & COMPANY INC.	BUILDING MAINTENANCE		23.38	23.38	12855	ICE MACHINE PARTS
2/31/2020	130	COMMERCIAL RADIO	RADIO REPAIRS - OPS		324.50	324.50	12856	ICOM REPLACEMENT MICROPHONE
2/31/2020	24	COX, ZWERNER, GAMBILL &	TIF - PROFESSIONAL		502.05	502.05	12857	TIF LEGAL SERVICES
2/31/2020	33	E Z CLEAN CORPORATION	JANITORIAL SUPPLIES &		58.60	58.60	12858	HI-ACID BOWL CLEANER
2/31/2020	263	EPIC INSURANCE MIDWEST	LIABILITY INSURANCE		33243.00	33243.00	12859	BOILER/MACHINERY RENEWAL
2/31/2020	104	INDIANA CHAMBER OF	BUSINESS EXP &		760.00	760.00	12860	IN CHAMBER MEMBERSHIP
2/31/2020	231	JOHN BURNS	CONTRACT SERVICES		1080.00	1080.00	12861	PSO COVERAGE - 24HRS
2/31/2020	47	JOHNSTONE SUPPLY	GARAGE & MOTOR		80.65	80.65	12862	MOTOR
2/31/2020	48	JOINK	INTERNET		199.00	199.00	12863	INTERNET
2/31/2020	238	JOSH THOMPSON	ARFF INCENTIVE PAY		250.00	250.00	12864	ARFF INCENTIVE PAY
2/31/2020	157	LOUGH BROS ROOFING &	ISU ROOF		10900.00	10900.00	12865	GUTTERS
2/31/2020	105	MACALLISTER RENTAL	GARAGE & MOTOR		286.00	286.00	12866	SERVICE CALL FOR LIFT -
2/31/2020	224	MENARDS - SOUTH TERRE	BUILDING MAINTENANCE		1576.73	1576.73	12867	FIBERGLASS, LOCTITE
2/31/2020	159	NORM'S MIRROR IMAGE	BUILDING MAINTENANCE		28.75	28.75	12868	INSTALL STORM LATCHES
2/31/2020	69	PALMER TRUCKS	GARAGE & MOTOR		11.45	11.45	12869	RADIATOR CAP FOR VAULT
2/31/2020	70	TRUCKPRO HOLDING	GARAGE & MOTOR		101.32	101.32	12870	CABLE CONTROL
2/31/2020	88	TABCO BUSINESS FORMS,	PROMOTIONAL/MARKETIN		1927.66	1927.66	12871	MASKS, HATS, & JACKETS
2/31/2020	18	TERRE HAUTE CHAMBER OF	BUSINESS EXP &		500.00	500.00	12872	ECONOMIC FORECAST - BUSINESS
2/31/2020	186	THOMAS LITTLE III	CONTRACT SERVICES		720.00	720.00	12873	PSO COVERAGE - 24 HRS
2/31/2020	136	ULINE	GARAGE & MOTOR		30.00	30.00	12874	SHELF BIN DIVIDER
2/31/2020	92	VALLY ELECTRIC SUPPLY	BUILDING MAINTENANCE		2.10	2.10	12875	CARB
2/31/2020	93	VECTREN	GAS - UTILITY		2010.90	2010.90	12876	GAS - 10/28-11/24 - ACCT#5189668
2/31/2020	261	VONBERND K9 TRAINING	PROF DEV - OPS		650.00	650.00	12877	OBEDIENCE TRAINING
2/31/2020	190	WABASH VALLEY ASPHALT	TIF - PROFESSIONAL		24728.85	24728.85	12878	WEST QUAD PHASE 1
2/31/2020	84	SMITH'S SMALL ENGINES	GARAGE & MOTOR		4599.00	4599.00	12879	BLADE SHARPENER
2/31/2020	50	KOORSEN FIRE & SECURITY,	BUILDING MAINTENANCE		1422.71	1422.71	12880	SPRINKLER REPAIR SERVICE CALL
2/31/2020	157	LOUGH BROS ROOFING &	BUILDING MAINTENANCE		3619.40	3619.40	12881	BOX HANGAR ROOF REPAIR SERVICE
2/31/2020	183	NAPA AUTO PARTS	GARAGE & MOTOR		3000.00	3000.00	12882	CODE READER - GARAGE & MOTOR
2/31/2020	265	B&B FOOD DISTRIBUTORS	EQUIPMENT		3008.00	3008.00	12883	ICE MACHINE FOR RESTAURANT
1/13/2021	177	CDI, INC.	TIF - CAPITAL		5577.17	5577.17	12884	WEST QUAD WORK
1/13/2021	127	B&T DRAINAGE, INC.	TIF - CAPITAL		53792.15	53792.15	12885	WEST QUAD WORK
1/13/2021	127	B&T DRAINAGE, INC.	TIF - CAPITAL		84353.01	84353.01	12886	WEST QUAD WORK
1/13/2021	150	WOOLPERT	TIF - CAPITAL		48787.06	48787.06	12887	WEST QUAD WORK
1/13/2021	98	AMERICAN ASSOCIATION OF	BUSINESS EXP &		100.00	100.00	12888	AD FOR AIRPORT PLANNING
1/13/2021	99	AVIATION INDIANA	DUES & SUBSCRIPTIONS		775.00	775.00	12889	2021 AVIATION INDIANA DUES
1/13/2021	134	CROSSROADS DOOR &	BUILDING MAINTENANCE		37.00	37.00	12890	BRUSHED CHROME FLUSHBOTLS
1/13/2021	25	CULLIGAN	OFFICE SUPPLIES - ADMIN		21.50	21.50	12891	BOTTLED WATER
1/13/2021	35	FIRST FINANCIAL BANK	TIF - BOND PAYMENT		177109.06	177109.06	12892	PRINCIPAL - LOAN PAYMENT - JAN 2021
1/13/2021	245	FIRST FINANCIAL BANK, NA	ARFF GEAR		1168.04	1168.04	12893	NIGHTSTICKS (5)
1/13/2021	38	GREAT AMERICA FINANCIAL	COPIER LEASE		283.65	283.65	12894	COPIER LEASE
1/13/2021	39	GRIZZLY, INC.	GARAGE & MOTOR		237.76	237.76	12895	MISC GARAGE ITEMS



# ACCOUNTS PAYABLE VOUCHER REGISTER SUMMARY

## Terre Haute Regional Airport

GOVERNMENTAL UNIT

AGENCY

NOTES:(1) Use both sides of the form if needed. Signatures of governing board should appear only on the final page of each meeting in which accounts payable vouchers are allowed.  
 (2) The Memorandum is for entering action on accounts payable vouchers if disallowed in whole or in part, if continue to a later meeting of governing board, or for other pertinent information.

Installed by the Terre Haute Regional Airport-2019

General Form No. 364 (1997) APVREGISTER\_SUM.FRX

Check Date	Vendor	Name of Claimant	Office Department	Amount of Voucher	Amount Allowed	Warrant	Check/Memorandum (See Note (2) Above)
1/13/2021	41	HEALTH RESOURCES, INC	GROUP INSURANCE	738.73	738.73	12896	DENTAL - ER PORTION
1/13/2021	36	JEFFREY FOX	CONTRACT SERVICES	1080.00	1080.00	12897	PSO COVERAGE - 36 HRS
1/13/2021	67	O'REILLY	GARAGE & MOTOR	759.97	759.97	12898	CLEANER FOR SHOP
1/13/2021	178	OFFICE PRIDE	JANITORIAL SERVICES	1569.63	1569.63	12899	MONTHLY JANITORIAL SERVICES
1/13/2021	82	SERVICEMASTER CONTRACT	JANITORIAL SERVICES	3644.40	3644.40	12900	MONTHLY CLEANING - FAA TOWER
1/13/2021	85	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES - OPS	101.38	101.38	12901	PRINTER INK - PSO PRINTER
1/13/2021	51	TRIBUNE STAR	LEGAL PUBLICATIONS	9.53	9.53	12902	RFP AD IN NEWSPAPER
		<b>Checks: 0 - 12902</b>		<b>963128.81</b>	<b>963128.81</b>		



I hereby certify that each of the above listed vouchers and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6

1/13, 2021

*Kelley Ventel*  
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Terre Haute Regional Airport

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 963128.81.

Dated this 13<sup>th</sup> day of January, 2021

*Franklin Taylor*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signatures of Governing Board





Corporate Account Name: T.H. REGIONAL AIRPORT AUTH  
 Account Name: KARA MCINTOSH

Corporate Number: THREGION  
 Account Number Ending In: 1032

**Summary of Account Activity**

Previous Account Balance	\$5,469.42	Statement Closing Date	12/25/2020
Payments and Credits	\$5,469.42	Days This Period	30
Purchases and Debits	\$1,168.04	Credit Limit	\$10,000.00
Cash Advances	\$0.00	Available Credit	\$8,831.00
Fees	\$0.00	Cash Limit	\$10,000.00
<b>Finance Charges</b>	<b>\$0.00</b>	Available Cash	\$8,831.00
New Ending Balance	<b>\$1,168.04</b>	<b>Payment Due Date</b>	<b>01/22/2021</b>
Total Amount of Disputes	\$0.00	Payment Amount Due	\$25.00

**Questions?** View your account information online at [www.first-online.bank](http://www.first-online.bank) or call our Customer Service Center toll free at 1-888-999-1049 or 1-531-233-6356.

**Send Billing Inquiries and Correspondence to:** P. O. Box 2087, Omaha, NE 68103-2087.

**Mail Payments to:** P. O. Box 2711, Omaha, NE 68103-2711.

First Financial Bank, NA  
 PO Box 2122  
 Terre Haute, IN 47802-0122



Account Number XXXXXXXXXXXXXXX1032  
 Payment Due Date 01/22/2021  
 New Balance \$1,168.04  
 Minimum Payment Due \$25.00

KARA MCINTOSH  
 T.H. REGIONAL AIRPORT AUTH  
 581 S AIRPORT ST  
 TERRE HAUTE IN 47803-9705

Make Check Payable To:   
 First Financial Bank, NA  
 P. O. Box 2711  
 Omaha, NE 68103-2711

00091212  
 0112





Monthly Rewards Summary

Beginning Points	145,427
Points Earned	8,665
Points Redeemed	0
Points Expired	0
New Points Balance	154,092

Points Expiring Next 90 Days 0

Important Information

THANK YOU FOR CHOOSING FIRST FINANCIAL BANK FOR YOUR CREDIT CARD NEEDS.

Transactions

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12/21	12/21	8557009PL1XGXZD86	PAYMENT MAIL-THANK YOU TERRE HAUTE IN	\$5,469.42-
11/26	11/25	8545667NSS66M9JZE	WPSCG, INC. 610-8578070 PA	\$189.81
11/27	11/27	5548382NRYARN07EV6	SAMSCULUB.COM 888-746-7726 AR	\$129.34
11/27	11/27	7526586NWT0Q48MTZ	LLBEAN-DIRECT 800-341-4341 ME	\$66.45
12/02	12/02	0230537P25SAN4NFZ	HOBBY-LOBBY #0129 TERRE HAUTE IN	\$117.47
12/07	12/07	5543286P65V0T3TVT	AMZN MKTP US*9P7K98XV3 AMZN.COM/BILL W/A	\$31.38
12/08	12/08	5548382P8ARNNMAZJS	SAMSCULUB.COM 888-746-7726 AR	\$33.48
12/11	12/11	0230537PBBSSA1TKVF6	HOBBY-LOBBY #0129 TERRE HAUTE IN	\$50.37
12/12	12/12	-5543286PBSSFYAVZA	AMZN MKTP US*4R0OB0AV3 AMZN.COM/BILL W/A	\$31.64
12/12	12/12	5526352PB2E0AZ4FZ	CABELA'S ONLINE U.S. 4178735000 MO	\$6.41
12/13	12/13	1527021PQ00084DH2	MSFT * E0700CSMH1 MSBILL.INFO W/A	\$8.83
12/14	12/14	5526352PDD2E0AZ4FX	CABELA'S ONLINE U.S. 4178735000 MO	\$124.06
12/15	12/15	5526352PEZE0AZ4FT	CABELA'S ONLINE U.S. 4178735000 MO	\$24.60
12/16	12/16	0514048PFM82X4GKQ	BAESLER'S MARKET TERRE HAUTE IN	\$27.12
12/16	12/16	5548382PGARF7MPTL	SAMSCULUB.COM 888-746-7726 AR	\$69.60
12/16	12/16	5550629PGBM7DR0P5	PILONIS TERRE HAUTE IN	\$162.20
12/17	12/17	7526586PGVYS2QXQP	LLBEAN-DIRECT 800-341-4341 ME	\$66.45
12/22	12/22	1527021PM00100WGS	MSFT * E0700D314P MSBILL.INFO W/A	\$8.83
12/24	12/24	7541823PP36LEZHTY	EIG*CONSTANTCONTACT.CO 855-2295506 MA	\$20.00
<b>Total Activity</b>				<b>\$4,301.38-</b>
<b>Total Fees This Period</b>				<b>\$0.00</b>





**Mastercard Claims - 11/26/2020 - 12/25/2020**

*Pymt Due Date January 22, 2021*

Acct#/Name	Date	Transaction	Amount	Account #	Description
0439 Hauser					
		<b>TOTAL CHARGED</b>	<b>\$0.00</b>		<b>Current Month Charges/Balance Due</b>
Acct#/Name	Date	Transaction	Amount	Account #	Description
1032 McIntosh	11/26	WPSG, Inc.	\$189.81	100-001-213 ARFF Gear	Nightsticks (x5)
	11/27	Sams Club	\$129.34	100-001-200 Admin Office Supplies & 100-001-233 Janitorial Supplies	Hand Soap, Paper Towels, Cups, Coffee
	11/27	LL Bean	\$66.45	100-001-330 Promotional/Marketing	Apparel
	12/2	Hobby Lobby	\$117.47	100-001-232 Grounds Maintenance	Items for Flower Boxes - Front of Terminal
	12/7	Amazon	\$31.38	100-001-230 Building Maintenance	Tile Brushes
	12/8	Sams Club	\$33.48	100-001-202 Maintenance Office Supplies	White board for Garage
	12/11	Hobby Lobby	\$50.37	100-001-232 Grounds Maintenance	Items for Flower Boxes - Front of Terminal
	12/12	Amazon	\$31.64	100-001-200 Admin Office Supplies	Calendars

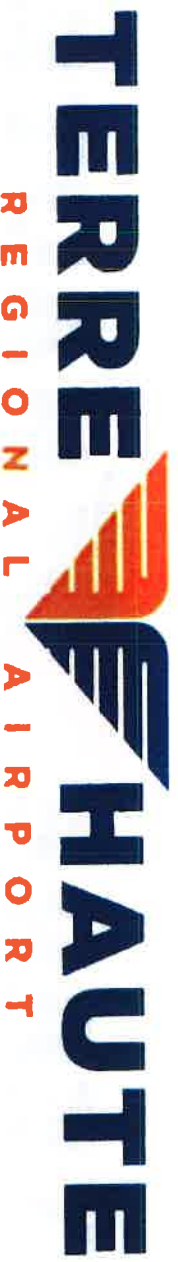
	12/12	Cabela's	\$6.41	100-001-215 Public Safety & Equip	PSO Gun Cleaning Equipment
	12/13	Microsoft	\$8.83	100-001-311 Computer Software Maint/Fees	Microsoft Office - Monthly Fee
	12/14	Cabela's	\$124.06	100-001-215 Public Safety & Equip	PSO Gun Cleaning Equipment
	12/15	Cabela's	\$24.60	100-001-215 Public Safety & Equip	PSO Gun Cleaning Equipment
	12/16	Baeslers	\$27.12	100-001-330 Promotional/Marketing	Tenant Lunch
	12/16	Sams Club	\$69.60	100-001-200 Admin Office Supplies	Tab Dividers for Binders
	12/16	Pllon's	\$162.20	100-001-330 Promotional/Marketing	Tenant Lunch
	12/17	LL Bean	\$66.45	100-001-330 Promotional/Marketing	Apparel
	12/22	Microsoft	\$8.83	100-001-311 Computer Software Maint/Fees	Microsoft Office - Monthly Fee
	12/24	Constant Contact	\$20.00	100-001-330 Promotional/Marketing	Monthly Subscription
<b>TOTAL CHARGED</b>			<b>\$1,168.04</b>		<b>Current Month Charges/Balance Due</b>

<b>BALANCE DUE</b>	<b>\$1,168.04</b>
<b>TOTAL</b>	

# TERRE REGIONAL AIRPORT HAUTE

## Terre Haute Regional Airport Director's Report from Jeff Hauser 13 January, 2021

1. 24 Hour tower operations have resumed. This alleviates much confusion with general aviation pilots.
2. TH Airport Strategic Corridor update – (Rick) Monica Newhouse has been making progress on our strategic plan. Currently working on signage and possible land acquisition.
3. INDOT Aviation is offering training for Board members. INDOT would like to schedule for Feb/Mar timeframe. It will be tailored to what we would like.
4. Women's Air Race Classic terminus has been canceled for June 2021.
5. F-35 update – One of the top 5 finalists. Hulman Field virtual site survey was conducted 26-28 October 2020. Hope to hear results in Jan-Feb timeframe.
6. Upcoming Conferences – Most conferences have been either postponed or canceled at this time. MRO is still on for last week of April. Please let me know if you are interested.
7. Conducted CIP meeting with INDOT Aviation and the FAA on 5 November 2020. Final CIP is due NLT 01 Feb 21



## **2021 Conferences and Trade Shows**

*(Please let me know your interest and/or I will ask pending your expertise)*

- January 29 – Aviation Indiana Legislative Day - Virtual
- March 18-19 – AAAE Legislative Conference - DC or Virtual TBD
- March 30-31 – MRO Engines - Dallas
- April 12 – AAAE Land Development and Economic Development – Virtual
- April 15 – Aviation Indiana Quarterly – Anderson
- April 25-29 – MRO Americas – Orlando
- May 11-13 – NBAA Maintenance Conference – TBD
- May 23-26 – AAAE Annual Conference – Las Vegas
- July 15 – Aviation Indiana Quarterly – Warsaw
- September 7-9 – Unmanned Systems – Las Vegas
- September 26-28 – AAAE National Convention, Savannah
- October 12-14 - NBAA Annual Convention – Las Vegas
- October 12-14 – Aviation Indiana – Michigan City

General:

**FAA/INDOT Updates** – ACIP Submittal due February 1<sup>st</sup>

**Airspace Submittals/Requests** – No known airspace submittals/requests

---

AIP 43/44 Airport Layout Plan (ALP) Update

**Project Update** – The following provides a timeline of deliverables and estimated completion:

- **September 30<sup>th</sup>** – Submitted ALP Narrative Report, SOP Checklist, and Plan Set to FAA for review and approval
  - **November 27<sup>th</sup>** – Receive FAA Comments (Actually received on December 1<sup>st</sup>)
  - **December 31<sup>st</sup>** – Address FAA Comments & Submit Final ALP for approval
    - Comments addressed to FAA on December 9<sup>th</sup>. Waiting for final FAA Airspace Review Comments. Will address as soon as received.
- 

AIP 47 Local West Quad Development:

**Project Update:**

- **Division A & B** – Division A punchlist items addressed. Division B punchlist items will be addressed at the time of final marking placement.
  - **Division C** – Draft Final Acceptance letter submitted to Scott for review
- 

AIP 49 Wildlife Hazard Assessment (WHA):

**Project Update** – The wildlife specialist would like to schedule the first site visit sometime within the week of January 18-22. This will include a quarterly spotlight survey for deer and coyotes for which they're requesting access to the AOA after sunset. Prior to coming out, the Senior Environmental Resource Specialist would like to schedule a Zoom meeting with airport staff for introductions and an overview meeting prior to the site visit. I will coordinate these activities with Airport Staff.

---

Other/Notes:



RESOLUTION No. 01-2021  
Terre Haute Regional Airport Authority  
AMENDING 2020 EMPLOYEE COMPENSATION

WHEREAS, the Terre Haute Regional Airport Authority previously adopted Resolution No. 7-2019 to establish employee compensation during 2020; and

WHEREAS, certain employees have received additional merit based pay increases during 2020 and the Airport Authority desires to restate the salary and wage scale to reflect these pay increases.

Now, THEREFORE, BE IT RESOLVED that:

1. The following salaries and wages for officers and employees of the Airport Authority during the 2020 calendar year are hereby established and confirmed and are not to exceed the amounts stated below.

<b>Position</b>	<b>Salary Amount</b>
Executive Director (JH)	\$124,527
Director of Operations (KM)	\$93,483
Finance Manager (KV)	\$40,238

<b>Position (Operations – Airfield)</b>	<b>Hourly Rate</b>
Operations Foreman (MA)	\$25.23/hour
Operations Mechanic (SH)	\$22.21/hour
Operations Technician (6)	\$16.97 - \$23.23/hour
Finance Manager (KV)	

<b>Position (Operations – Safety &amp; Security)</b>	<b>Hourly Rate</b>
Operations Technician Safety & Security (4)	\$18.45 - \$22.40/hour

<b>Position (Miscellaneous)</b>	
Board of Directors (x6)	\$2,585 (\$35/meeting)
ARFF Incentive Pay (x4)	\$4,000 (\$38.46/pay per employee)
Maintenance Seasonal/Part-Time	\$10.30 - \$16.00/hour

Passed and adopted this 13<sup>th</sup> day of January 2021.

Attest:

---

Rachel Leslie, President  
Terre Haute Regional Airport Authority

---

Richard Burger, Secretary  
Terre Haute Regional Authority





## HANGAR LEASE

This Hangar Lease is entered into by and between the TERRE HAUTE REGIONAL AIRPORT AUTHORITY, an Indiana municipal corporation, (hereinafter "Lessor") and Hoosier Aviation a Limited Liability Company organized and existing under the laws of the State of Indiana and hereinafter referred to as "Lessee."

Now, therefore, in consideration of the mutual promises, covenants and considerations set forth herein, the Lessor and Lessee agree as follows:

### I. LEASED PREMISES:

Lessor agrees to lease to Lessee a certain existing hangar facility that has been and is currently referred to as the "Thompson Hangar." It is this existing hangar facility consisting of a footprint of 60 ft. by 100 ft. and located in the North quadrant of the airport that shall be and is the leased premises.

### II. TERM OF LEASE:

A. Term. The term of this lease shall commence on February 1, 2021 and continue for a period of 24 months, concluding on January 31, 2023.

B. Present and Intended Future Use of Leased Premises. Lessee intends and Lessor agrees that the present use of the leased premises will consist primarily of aircraft storage. Lessee agrees that its use of the leased premises is subject to the Airport Minimum Standards as well as to all other lawful rules and regulations.

C. Termination with Notice. Either party may, with sixty (60) days' notice to the other party, terminate this Lease prior to the expiration of the term.

### III. RENT AND FEES:

All monthly rental payments are due and payable on or before the first day of each month and shall be paid by Lessee to Lessor without demand or notice in writing by the tenth (10<sup>th</sup>) day of each month (with pro-rated rent for the first partial month of the term payable at signing). All payments made hereunder by Lessee shall be made to Lessor at the offices of the Terre Haute Regional Airport Authority, 581 S. Airport Street, Terre Haute, Indiana 47803, unless notified in writing to the contrary by Lessor. Rental payments which are not received by Lessor by the tenth (10<sup>th</sup>) day of each month for which the rental payment is due shall be delinquent. All delinquent rental payments shall include an interest charge which shall equal a monetary amount of One and one-half percent (1.5%) of the gross monthly amount due and payable to Lessor. Rental payments shall be as follows:

A. Lessee agrees to pay Lessor for the use of the Leased Premises, facilities, rights, licenses and privileges granted herein, the gross sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per month in advance.

### IV. HANGAR RULES AND REGULATIONS:

Lessee agrees to:

A. Abide by all regulations, including those for security, established from time to time by Lessor as well as all applicable ordinances, rules, regulations and minimum standards established by any federal, state or local government agency exercising jurisdiction over the

premises.

B. Not perform, or have performed, any hazardous activity such as, but not limited to, smoking, the use of a device that requires an open flame or produces sparks, welding, the use of flammable liquids or hazardous substances, sanding of large areas producing large amounts of particulate.

C. Not perform, or have performed, major alterations or repairs as defined in FAR Part 43 subsections (a) and (b). Annual inspections by licensed mechanics are permitted. If the mechanic is not the aircraft owner, proof of insurance must be provided to the Lessor before work can begin. Preventative maintenance may be performed according to FAR Part 43(c) with the following prohibitions or limitations to items 9, 22 and 23. Item 9 (painting) is not permitted with the exception of minor touch-up repair. Fuel system preventative maintenance under items (22) and (23) is not permitted inside the hangar.

D. All aircraft fueling will be performed outdoors. Aircraft being refueled shall be in compliance with NFPA 407. Aircraft must be chocked, bonded to the refueler and be outside of any building or hangar.

E. The leased premises shall be kept clean and free of grease, oil, paper and other debris. All flammables must be stored in a metal container with a tight-fitting lid with sump capability at a minimum or any other approved containment device. As different from flammables, combustible liquids such as lube oil may be stored. No additional label is necessary if the company label already indicates flammable liquid or type of liquid contained. Flammable storage (other than inside the aircraft fuel storage tank) is limited to a maximum of 10 gallons, which must be stored in a plastic or metal container approved for its use. The approved use for storage of fuel must appear on the container.

F. No petroleum products, industrial waste matter or other hazardous materials shall be dumped or otherwise disposed of on Airport property except as permitted by Lessor.

G. Not operate an aircraft engine inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or property.

#### V. MAINTENANCE OF LEASED PREMISES AND UTILITIES:

Maintenance and Repairs by Lessor: Lessor, at its sole cost and expense, shall perform during the Term of this Lease all necessary maintenance and repairs with respect to all of the following portions of the Premises:

A. The structure and exterior of the hangar, including the roofs and roof membranes, wall, floors, foundations, supports, windows, skylights, roof vents, below grade piping, sewers and drains, and downspouts;

B. The mechanical and utility systems serving the hangar, including, without limitation, heating, air conditioning, electrical, plumbing, gas, water supply, exterior telephone and communications lines and circuits and underground or overhead electrical supply, ballast, furnace filters, belts, A/C refrigerant, fuses, and circuit breakers.

Maintenance and Repairs by Lessee: Lessee shall bear the cost to replace light bulbs, broken glass, window and door hardware including all electrical fixtures and motors on overhead doors, and shall perform similar tasks of routine maintenance and repair, including leaky faucets, above grade piping within the Building clogged drains/toilets, (the repair items in this sentence being referred to collectively as "Routine Maintenance"). Lessee at its sole costs shall be responsible for all such costs related to routine maintenance, provided however, Lessor shall be responsible for inspecting and servicing these items referenced in this paragraph prior to Lessee's occupancy of the facility. Lessor shall provide Lessee with documentation of inspections and any repairs made to the leased premises.

If Lessee fails to perform its maintenance and repair obligations within fifteen (15) days after Lessor's delivery to Lessee of notice of the need therefore, then Lessor shall have the right, upon delivery of three (3) business days' notice to Lessee, to perform all or part of such maintenance and repairs, at the sole cost and expense of Lessee, and Lessee shall reimburse Lessor for such costs and expenses plus twenty (20) percent supervision fee within thirty (30) days after Lessor's delivery of an invoice therefore.

Lessor agrees to provide grass cutting adjacent to the premises, and snow removal for the facility, excluding snow removal of the pedestrian walkways and snow removal directly adjacent to the aircraft hangar doors.

Lessee shall, during the initial term of the lease as well as all extensions thereto, maintain and make all necessary repairs and/or replacements to the leased premises.

Lessee shall provide, at Lessee's cost, all utilities to/for the leased premises unless the utility is required to be in the name of the Lessor. Should that be the case, Lessee shall reimburse or provide payment for said utility(ies) upon presentation of a monthly billing statement by the Lessor.

Lessee agrees that any proposed structural changes to the leased premises shall be approved by Lessor and Lessor agrees it shall not delay said approval or unreasonably withhold approval.

#### VI. LESSEE'S INSURANCE REQUIREMENTS:

Lessee shall maintain continuously in effect at all times during the term of this Lease, at

Lessee's expense, the following insurance coverage:

A. Comprehensive General Liability Insurance covering the leased premises, the Lessee or its company, its personnel and its activities and operations at the Airport. Liability insurance limits shall be a minimum amount of \$1,000,000.00 combined single limits on a per occurrence basis for coverage outlined above, including bodily injury, death and property damage, broad-form contractual.

B. Ground Hangarkeepers Liability covering the Lessee's activities in hangaring aircraft that are owned by individuals and/or corporations other than Lessee. Minimum limits of \$100,000 each aircraft/\$250,000 per occurrence with a maximum deductible of \$10,000 for each loss.

All such policies shall name the Lessor as an additional named insured and provide for a minimum of thirty (30) days written notice to the Lessor prior to the effective date of any cancellation or lapse of such policies.

Lessor shall secure coverage on the physical structure of the leased premises (Thompson Hangar). Lessee may, at its election, secure coverage for business interruption in the event of fire or other disaster.

The Lessee agrees that if the Lessee's insurance coverage for Lessee's operation lapses or is cancelled, the Lessor has the right to halt the Lessee's operation immediately upon written notice. The Lessee's operations will remain halted until the Lessor receives evidence that the Lessee has obtained current insurance coverage meeting the requirements of the Lease. The Lessor's halting of the Lessee's operations is not a waiver or relinquishment of the Lessor's rights as provided in Section 23 below.

#### VII. LESSOR'S INSURANCE REQUIREMENT:

Lessor shall maintain continuously in effect at all times during the term of this Lease, at Lessor's expense, the following insurance coverage:

A. Fire and extended coverage insuring the leased premises against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage in an amount of not less than the full replacement cost of all improvements located on the leased premises.

#### VIII. TOTAL AND PARTIAL DESTRUCTION OF LEASED PREMISES:

In the event that the Leased Premises shall be wholly or partially damaged or destroyed by any disaster or event and subject to the availability of insurance proceeds, Lessor agrees to repair or replace the Leased Premises within a reasonable amount of time, provided however, that Lessor shall be under no obligation to expend more money on the repair or replacement process than is received from the insurance proceeds. Lessor shall have sole discretion in all

matters pertaining to the repair or replacement to any improvement situated upon the Leased Premises, including but not limited to design and location of hangar. In the event of loss or damage to the Lease Premises, Lessee shall have the right to invoke any of the following remedies:

- A. Continue use and occupancy of the portion(s) of the Leased Premise that are usable and pay rent only on those portions of the leased premises that are being occupied by Lessee. Upon repair and replacement of that damaged or destroyed portion of the leased premise, Lessee shall have the right to reoccupy and use all portions of the leased premise pursuant to the terms of this Lease.
- B. Lessee may terminate this lease by providing Lessor with a notice in writing of Lessee's intent to terminate this Agreement. Said termination notice, at the discretion of Lessee, shall be immediate upon receipt by Lessor. All proceeds, from Lessor's policy(ies) of insurance received for loss or damage to any portion of the leased premises shall become the property of the Lessor.

#### IX. ALTERATIONS:

Lessee, having first obtained the Lessor's consent which consent shall not be unreasonably withheld, shall have the right, at any time during the lease term, to make elected and reasonable alterations and changes in and to the Lease Premises at the Lessee's own expense (in addition to those required by Paragraph 8). Lessor hereby agrees to make, at Lessor's expense, all alterations required by federal, state, or local authorities to bring the premises in compliance with building code or other similar safety requirements. Any change or alteration, when completed, shall be of such character as not to reduce the value of the Leased Premises below its value immediately preceding the change or alteration. The Leased Premises shall at all times be free of liens for labor and/or materials supplied or claimed to have been supplied. Lessee shall not commit or cause waste, damage, or injury to the Leased Premises, except for ordinary wear and tear as agreed by the parties.

#### X. CONDITION OF LEASED PREMISES:

Lessee shall maintain its Leased Premises in a safe, neat and orderly condition.

#### XI. ENVIRONMENTAL REGULATIONS:

Relative to the Leased Premises, no fuel, oil, grease, flammable liquids, or contaminants of any kind shall be allowed to flow into any sewer system, storm drain, or open water area without an oil/water separator.

#### XII. SIGNS:

Lessee shall not erect, maintain, or display upon the outside of any improvements upon Airport property or erect or cause to be erected on Airport property any billboards or advertising

signs without first obtaining prior written consent of the Authority, which consent shall not be unreasonably withheld.

### XIII. COMPLIANCE WITH LAWS:

During the lease term or any extension thereof, the Parties shall observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state, county, and municipal governments and of all governmental authorities having jurisdiction over all or any part of the premises and appurtenances, and all their respective departments, bureaus, and officials, and of all insurance companies writing policies covering all or any part of the premises, whether in force prior to or at the commencement of the lease term or whether passed, enacted or directed in the future. Without limiting the generality of the foregoing, Lessee shall also procure every permit, license, certificate or other authorization which is required in connection with the lawful, proper or authorized use of the premises or required on connection with any building or improvement now or subsequently erected by or at the direction of Lessee on the premises. Lessor and Lessee shall each give notice to the other of any notice of violation received by Lessor or Lessee, respectively.

### XIV. FIELD USE CHARGES:

Nothing herein contained shall be deemed to relieve Lessee, its agents, employees, tenants, patrons, or invitees from field use charges, including fuel flowage fees, as are generally assessed by the Authority upon tenants and other airport users for the operation of aircraft. Provided, however, that Lessee reserves the right to waive, reduce or increase any of the fees or charges that they are entitled to establish, collect and retain.

### XV. NONEXCLUSIVE RIGHTS:

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as amended, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the activities set forth in this Agreement provided that others shall also be held to the Lessor's minimum standards.

### XVI. NONDISCRIMINATION:

Lessee, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities, (2) that in the construction of any improvements upon, over or under the airport property and the furnishing of services thereon, no person shall be denied the benefit of, or otherwise be subjected to discrimination on the grounds of race, color or national origin, (3) that Lessee shall use the premises in compliance with all the requirements imposed pursuant to Title 49 of the Code of Federal Regulations, Department of Transportation - Effectuation of Title VII of the Civil Rights

Act of 1964, as may be amended from time to time.

**XVII. ASSIGNMENT OF LEASE AND SUBLEASING:**

Lessee may sublease any portion of the Leased Premises without Lessor's written consent, provided that subtenant's use of the premises is consistent with the uses set forth in Section II(B). Lessee may not assign the lease without consent of the Lessor which consent will not be unreasonably withheld.

**XVIII. DEFAULT:**

Upon the happening of one or more of the following events, Lessee shall be considered a default of this Lease:

- A. Lessee is in arrears in the payment in whole or any part of the amounts agreed upon to be paid hereunder for a period of thirty (30) days after the time such payments become due.
- B. Lessee makes a general assignment for the benefit of creditors.
- C. Lessee files a voluntary petition for bankruptcy.
- D. A mechanic's lien be filed against the Leased Premises for the work contracted for or ordered by Lessee or any portion thereof, and Lessee fails to effect the release of the lien within a reasonable amount of time which shall not exceed ninety (90) days or provide reasonable security against economic loss that may result from the lien.
- E. Lessee defaults in the performance of any of the covenants, agreements, or conditions required hereunder to be kept and performed by Lessee and such default continues for a period of thirty (30) days after the receipt of written notice from the Lessor of said default.

**XIX. REMEDIES OF LESSOR:**

Upon the happening of any one of the aforesaid events Lessor shall have and reserve all of its available remedies at law as a result of said breach or default of this Agreement.

**XX. SUSPENSION OF AGREEMENT:**

During the time of national emergency, the Authority shall have the right to lease portions of the landing area and/or parties of the Terminal Building to the United States Government for military use. If any such lease is executed, any provision of this instrument which is inconsistent with the provisions of the lease or Agreement with the United States Government shall be suspended provided, however, that the term of this lease shall be extended by the period of such suspension.

XXI. SURRENDER OF THE LEASED PREMISES:

A. Peaceable Surrender. Lessee agrees that it shall, at the normal expiration of the term, or upon any earlier termination of this lease, peaceably surrender the premises to the possession of the Lessor the same being in good order, condition and repair, free and clear of all liens and encumbrances, subject to ordinary wear and tear of the same.

B. Property to be Surrendered... The property to be surrendered by Lessee shall include the Leased Premises and all improvements of a permanent nature made by Lessee, if any. All plumbing, heating, ventilation, air conditioning, lighting, and electrical fixtures, equipment and systems shall be deemed to be a part of the Leased Premises and shall become the property of Authority.

C. Trade Fixtures... Trade fixtures (including exterior signs affixed to a building) and business equipment, if furnished by or at the expense of Lessee, may be removed by Lessee at or prior to the expiration or sooner termination of the lease. However, Lessee shall promptly pay or cause to be paid to Authority the cost of repairing any damage arising from the installation or removal of such trade fixtures and business equipment absent ordinary wear and tear and the costs of restoring the premises to their condition prior to such removal.

XXII. RIGHT TO INSPECT:

Lessee agrees to the Lessor's right to inspect the leased premises, on a reasonable notice and during normal business hours, to ensure compliance with the Lease.

XXIII. ATTORNEY'S FEES:

In any legal action brought by either party to this Lease for the enforcement of the obligations of this Lease, the prevailing party, subject to any and all appeals, shall be entitled to recover all costs, including reasonable attorney's fees, from the non-prevailing party.

XXIV. PARAGRAPH HEADINGS:

The headings used herein for each paragraph are used only for convenience and are not intended to limit the nature of each paragraph.

XXV. AGREEMENTS WITH THE UNITED STATES:

This Agreement shall be subordinate to the provisions of any existing or future Agreements between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as condition precedent to the transfer of Federal rights or expenditures of Federal funds for the development of the Airport in



accordance with the provisions of the Federal Aviation Act of 1958, the Airport and Airway Development Act of 1970, and the Airport and Airway Development Act of 1982, as amended or superseded by any future acts.

**XXVI. SEVERABILITY:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**XXVII. NOTICE:**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested to:

If to Lessor, addressed to:                    Airport Director  
Terre Haute Regional Airport Authority  
581 S. Airport Street  
Terre Haute, IN 47803

If to Lessee, addressed to:                    Hoosier Aviation  
581 S Airport Street  
Terre Haute, IN 47803

Unless notified by a notice in writing of a change of address.

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

**XXVIII. GOVERNING LAW:**

This Agreement is to be construed in accordance with the laws of Indiana.

**XXIX. ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the parties and as of its effective date supersedes all prior or independent agreements between the parties governing the subject matter hereof. Any changes or modification hereof shall be in writing signed by both parties.

IN WITNESS WHEREOF, the Terre Haute Regional Airport Authority and Lessee have caused this Agreement to be executed by their respective officers or agents to be effective on the date first above written.

TERRE HAUTE REGIONAL  
AIRPORT AUTHORITY

Hoosier Aviation

By: \_\_\_\_\_

By: \_\_\_\_\_