



Owen Lindblom, President  
Lewis Barnum, Vice President  
Curtis Burdette, Secretary/Treasurer  
Luke Malyurek, Member  
Adrian Gerrits, Member

**Northeast Wyoming Regional Airport Board Agenda**  
**4 p.m. Wednesday, May 18, 2022**  
**Fulkerson Operations Facility**  
**2440 Airport Road**

A. 4:00 P.M. Meeting Called To Order  
Pledge of Allegiance

B. Consent Agenda Items For Consideration

Documents:

[BOARD MEETING MINUTES APRIL 2022.PDF](#)  
[MAY 2022 PURCHASE ORDER SUMMARY .PDF](#)

C. 4:05 P.M. Director's Report - Todd Chatfield

Documents:

[DIRECTORS REPORT MAY 2022.PDF](#)

D. 4:10 P.M. Engineer's Report - Morrison Maierle - Pat Stetson

Documents:

[GCC MONTHLY ENGINEERS REPORT 05.12.2022.PDF](#)

E. 4:20 P.M. Hay Bid - Director Chatfield

Documents:

[HAYBID2022.PDF](#)

F. 4:25 P.M. Home Fire Foods Café Lease - Director Chatfield

Documents:

FIRST AMENDMENT TO CAFE LEASE AGREEMENT.PDF  
AIRPORT CAFE LEASE AGREEMENT -HOME FIRE  
FOODS2022.PDF

G. 4:35 P.M. Civil Air Patrol (CAP) Hangar Rental - Director Chatfield

H. Executive Session  
Legal Matter

I. 4:50 P.M. Adjourn

Note: The next Airport Board meeting is scheduled for Wednesday, June 15, 2022 at 4 p.m. at the new GA terminal building. Agenda items for consideration must be approved by the Airport Director no later than the Thursday prior to the board meeting.

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
April 20, 2022**

Airport Board President Lindblom called the meeting to order at 4:00 p.m. Members present were Mr. Barnum and Mr. Malyurek and Mr. Burdette.

**Pledge of Allegiance**

**Commissioner's Agenda:**

Minimum Revenue Guarantee (MRG) for SkyWest Airlines/Wyoming Aeronautics Capacity Purchase Agreement (CPA) – Director Chatfield distributed the MRG worksheet to the Commission for their review and comment. He went on to discuss the terms of the negotiated CPA.

New FBO Construction Update – Pat Stetson of Morrison and Maierle updated the Commission on the project stating it is on budget and schedule. The interior and exterior should be wrapping up soon and a certificate of occupancy is expected by the end of next week unless the upcoming weather event causes a delay.

**Approve Consent Agenda:**

**Motion by Mr. Malyurek, second by Mr. Burdette to approve the Consent Agenda, including the Purchase Order Summary, the March 16, 2022, Airport Board Minutes and April 6, 2022, Special Airport Board Minutes as presented. Motion carried.**

**Director's Report – Todd Chatfield:**

Mr. Chatfield presented the following items to the Airport Board.

- Passenger Statistics – The airport had 4,466 passengers go through the airport in March. Making the year total for the first three months 11,773 total passengers.
- Airport staffing update – The airport is now fully staffed with eight employees.
- Aeronautics Commission Tour – The Aeronautics Commission will be touring the state's northeast airports. They will be making a stop here at Northeast Wyoming Regional Airport on May 18 at 9 am. We plan on showing them the parallel taxiway construction project, the ILS replacement project, and touring the new FBO. Airport Board members are invited to join the tour.

- Next airport board meeting – The next airport board meeting will be at the Fulkerson Operations Facility on May 18, 2022, at 4 pm.

**Engineers Report – Pat Stetson:**

Mr. Pat Stetson of Morrison and Maierle presented the Engineer’s Report to the Airport Board.

- 2021 General Aviation Terminal:

The funding for this project is through AIP 47 Grant - \$3,010,742.00 and AIP 50 Grant - \$300,000. The Notice of Award for Van Ewing Construction (VEC) with a Notice to Proceed was given on August 16, 2021.

As of April 1, 2022 the project was approximately 70% complete, 229 / 285 Days used, and 7 weather days requested. The roof is complete, and they are beginning on gutters and downspouts now. The stone masonry is proceeding and should be done this week. Parking lot grading is in progress with paving asphalt scheduled for April 25<sup>th</sup>. The interior flooring, cabinets, bathroom fixtures and apparatuses are installed, and all lighting fixtures are operational. The interior punch list will begin soon. County Building and Planning will issue a Certificate of Occupancy the week of April 25<sup>th</sup>, 2022, after the parking lot is paved and striped.

- Rehabilitate RW 16/34 Study  
Scope of work is to be reviewed and approved.  
Task Order 5 – 80% State 20% GCC PFC.

Mr. Wick and Mr. Stetson of Morrison and Maierle have begun the existing pavement survey by counting failing panels on both runways and setting up the report structure for a cost/benefit/life cycle analysis. The Engineers are looking at some WYDOT projects for case studies for asphalt overlays over concrete. Some examples are HWY 59 in Douglas and I-25 near Kaycee. This project is planned for this summer.

- SPCC  
Task Order 4 – 100% GCC CARES  
Ron and Todd have the draft copy.

- Terminal Generator  
A request was sent to use CRSSA Funds to FAA on 11/29/2021 and was approved on 12/13/2021 to upgrade the Terminal Generator to run the entire terminal and an additional generator to run the new GA Terminal.

There was a meeting with the FAA on January 27, 2022. The Denver ADO is waiting for procedures from the FAA on how to produce a Development Grant form CRSSA and/or ARPA.

Main Terminal – 450kW NG generator - \$290,500

GA Terminal (New) – MMI designed an 80kW generator. Natural gas would be preferred. Scott Brothers Electric installed a few conduits from the GA Terminal stubbing out under the concrete to prevent having to remove any concrete for the generator installation. The new gas line (2" Poly) is now installed for the GA Terminal with the availability to install a tee to feed the backup generator as part of the generator project.

- SRE Midsized Loader

The Airport staff and MMI are working on what piece of snow removal equipment is needed at the airport and to keep it within budget. This is a State and Local grant in the amount of \$300,000.

Task Order 6 – 90% State 10% GCC

State (90%) – \$270,000.00

Local (10%) – \$30,000.00

Total (100%) – \$300,000.00

There was a meeting with WYDOT on February 2, 2022, to review the scope of work, which was approved. Minimum specification is set for a CAT 938 Loader, John Deere 624P Loader and a CASE 721G Loader with a SnowWolf QuattroPlowHD 170" (14'2") Auto Wing Angle Plow. 90% of the specifications are ready to be sent to WYDOT for review.

**Airport Board By-Laws - Director Chatfield:**

Director Chatfield presented the final draft of the Airport Board By-Laws to the board for their review and approval. **Mr. Burdette moved to approve the Airport Board By-Laws as presented, second by Mr. Barnum. Motion carried.**

**GA Terminal Change Order Request No. 1:**

Mr. Stetson with Morrison and Maierle presented the GA Terminal Change Order Request No. 1 for AIP 47 and AIP 50 in the amount of \$9,892.34 to the Airport Board for review, discussion and approval. Upon approval, the change order makes the revised contract amount \$2,901,832.60. After discussion **Mr. Burdette moved to approve Change Order No. 1 in the amount of \$9,892.34, making the revised contract amount \$2,901,832.60 as presented, second by Mr. Barnum. Motion carried.**

**FBO Furniture – Director Chatfield:**

FBO furniture specifications were included in the board packets for their review. Operations Director Smith discussed the FBO furniture with the Airport Board and asked for direction. The board gave direction to proceed with ordering the furniture that was presented to them in their packets.

**Adjourn**

There being no further business before the Airport Board a motion for adjournment was called. **Motion by Mr. Malyurek to adjourn the meeting, second by Mr. Burdette. Motion carried.**

Respectfully Submitted,

Curtis Burdette, Secretary/Treasurer

Owen Lindblom, President

DRAFT

DRAFT

Branch/Plant . 751  
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
CATALYST SWITCH FOR NEW FBO	22008593	OP	622985 CXTEC	04/20/22	EA			3,590.26
NATURAL GAS AIRPORT METERS	22009227	OP	623195 BLACK HILLS ENRG GAS	05/10/22	EA			6,273.94
04/14/22-05/13/22 M TERM CBL	22009229	OP	477634 CHARTER COMM CABLE	05/10/22	EA			216.53
1400 W LAKEWAY RD APR 2022	22009231	OP	107203 CITY GILLETTE UTIL	05/10/22	EA			43.67
PM OF RADIOS	22009234	OP	468762 COMMUNICATION TECH	05/10/22	EA			899.00
MEAL REIMB/LEG AFF MTG CASPER	22009236	OP	538855 CHATFIELD, TODD	05/10/22	EA			23.05
CHLORINE CYLINDERS	22009237	OP	477378 HAWKINS	05/10/22	EA			10.00
RBR GRIP	22009238	OP	640913 MENARDS AIRPORT	05/10/22	EA			34.99
DRY ERASE CALENDAR	22009239	OP	389167 ODP BUSINESS SOLUTIO	05/10/22	EA			35.49
LETTERHEAD	22009240	OP	139758 SIMPSONS PRINTING	05/10/22	EA			270.00
FUEL FARM PORTA POTTY	22009241	OP	111587 PAINTBRUSH SERVICES	05/10/22	EA			149.00
PLASTIC IDLER	22009242	OP	693530 TORGERSONS	05/10/22	EA			77.76
SHIPPING	22009242	OP	693530 TORGERSONS	05/10/22	EA			32.11
WASTE REMOVAL APRIL 2022	22009244	OP	298441 WASTE CONNECTIONS	05/10/22	EA			654.34
ARFF TUITION X 5	22009290	OP	261016 CASPER NATRONA AIRP	05/12/22	EA			2,050.00
COFFEE, WATER, BATTERIES	22009291	OP	640913 MENARDS AIRPORT	05/12/22	EA			1,000.89
HWY 14-16 4605	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			55.83
ENTRANCE	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			50.70
51-72-32-010 SESE	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			79.52
LOCALIZER	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			76.32
TOWER	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			680.60
GLIDE SLOPE	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			126.92
SOUTH GENERATOR	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			107.24
S&P 1A HANGAR	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			40.00
HANGAR N	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			213.35
OLD TERMINAL	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			1,363.80
H2O	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			742.16
TERMINAL	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			5,164.58
NORTH GATE	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			58.03
UTILITY	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			170.65
RESTROOM	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			96.63
50-72-04-106 NWNW	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			40.00
ARFF BLDG	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			1,041.42
1 PHASE DROP N OF TAXIWAY	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			48.70
VAULT	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			1,333.32
NEW GA TERMINAL	22009292	OP	238140 POWDER RIVER ENER UT	05/12/22	EA			511.59
SPRING TREE FERTILIZING	22009504	OP	598217 MIDWEST PEST MANAG	05/18/22	EA			2,100.00
ARFF CBL 5/10/22-6/9/22	22009505	OP	477634 CHARTER COMM CABLE	05/18/22	EA			266.13
CELL PHONE PLAN 4/5-5/4/22	22009506	OP	592683 ATT AIRPORT	05/18/22	EA			61.25
257-3137	22009506	OP	592683 ATT AIRPORT	05/18/22	EA			32.11
660-8623	22009506	OP	592683 ATT AIRPORT	05/18/22	EA			29.11
680-7698	22009506	OP	592683 ATT AIRPORT	05/18/22	EA			29.11
TABLET	22009506	OP	592683 ATT AIRPORT	05/18/22	EA			43.23
CASPER LEG AFFAIRS MTG LDG	22009507	OP	566240 FIB MSTRCRD AIRPORT	05/18/22	EA			192.00
CREDIT	22009507	OP	566240 FIB MSTRCRD AIRPORT	05/18/22	EA			7.64
PREPAID POSTAGE FOR PB METER	22009508	OP	574311 POSTGE PHONE AIRPRT	05/18/22	EA			300.00
LEG AFFAIRS CONG MTG EXP	22009509	OP	694612 WYOMING AIRPORTS COA	05/18/22	EA			700.00
MEAL REIMB CSP FIRE SCHOOL	22009510	OP	694090 JOYNER, JOHN V.	05/18/22	EA			91.66
MEAL REIMB CASPER FIRE SCHOOL	22009511	OP	694090 JOYNER, JOHN V.	05/18/22	EA			91.66
MILEAGE REIMB CSP FIRE SCHOOL	22009511	OP	694090 JOYNER, JOHN V.	05/18/22	EA			270.27
GOVERNOR'S LUNCHEON 2022 X 2	22009512	OP	133225 CC CHAMBER OF COMMER	05/18/22	EA			80.00

30,741.28



43632

CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 5/18/22

Branch/Plant . Northeast Wyoming Regional  
751

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
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Northeast Wyoming Regional								30,741.28
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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Branch/Plant . 10410  
FAA AIRPORT IMPROVEMENT PRO

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Receive Amount
AIP47FAA GA TERM CONST PR#9	22009502	OP	396295 VAN EWING CONST	05/18/22	EA			356,401.16
								356,401.16
			FAA AIRPORT IMPROVEMENT PROG					356,401.16

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Branch/Plant . 10440  
FAA CARES ACT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
AIP50CARES GA TERM CONST PR#9	22009503	OP	396295 VAN EWING CONST	05/18/22	EA			28,193.51
								28,193.51
			FAA CARES ACT					28,193.51

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Branch/Plant . CRSSA 10450

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
BROKEN AXEL ON MB REPAIR	22009252	OP	109145 INTERSTATE POWERSYST	05/10/22	EA			8,948.34
SCULLY OVERFILL CONT INSTALL	22009254	OP	596633 TWS AVIATION FUEL	05/10/22	EA			16,890.18
								25,838.52
			CRSSA					25,838.52

Branch/Plant . 20102  
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
50% MRKT GNT APR 2022 GR DSGN	22009210	OP	556210 ADBAY COM	05/10/22	EA			275.00
50% CO MATCH APR 2022 GR DSGN	22009210	OP	556210 ADBAY COM	05/10/22	EA			275.00
50% MRKT GNT 04/05/22 ADV	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			99.37
50% CO MATCH 04/05/22 ADV	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			99.38
50% MRKT GNT 04/19/22 ADV	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			99.37
50% CO MATCH 04/19/22 ADV	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			99.38
50% MRKT GNT WEB AD APRIL2022	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			159.50
50% CO MATCH WEB AD APRIL2022	22009211	OP	621667 BLACK HILLS PIONEER	05/10/22	EA			159.50
50% MRKT GNT APRIL 2022 WEB	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			150.00
50% CO MATCH APRIL 2022 WEB	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			150.00
50% MRKT GNT 04/13/22 ADV	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			75.00
50% CO MATCH 04/13/22 ADV	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			75.00
50% MRKT GNT 04/27/22 ADV	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			75.00
50% CO MATCH 04/27/22 ADV	22009212	OP	361092 DOUGLAS BUDGET	05/10/22	EA			75.00
50% MRKT GNT APR 2022 WEB AD	22009213	OP	684222 GILLETTE NEWS RECORD	05/10/22	EA			212.50
50% CO MATCH APR 2022 WEB AD	22009213	OP	684222 GILLETTE NEWS RECORD	05/10/22	EA			212.50
50% MRKT GNT KOAL APRIL 2022	22009214	OP	573263 KEYHOLE BROADCASTING	05/10/22	EA			65.00
50% CO MATCH KOAL APRIL 2022	22009214	OP	573263 KEYHOLE BROADCASTING	05/10/22	EA			65.00
50% MRKT GNT KOOL APRIL 2022	22009214	OP	573263 KEYHOLE BROADCASTING	05/10/22	EA			40.00
50% CO MATCH KOOL APRIL 2022	22009214	OP	573263 KEYHOLE BROADCASTING	05/10/22	EA			40.00
50% MRKT GNT MAY 22 WEB COMP	22009215	OP	575963 OAG FLIGHTVIEW	05/10/22	EA			112.83
50% CO MATCH MAY 22 WEB COMP	22009215	OP	575963 OAG FLIGHTVIEW	05/10/22	EA			112.84
50% MRKT GNT APRIL 2022 ADV	22009216	OP	623689 FOWDER RIVER EXAM	05/10/22	EA			60.00
50% CO MATCH APRIL 2022 ADV	22009216	OP	623689 FOWDER RIVER EXAM	05/10/22	EA			60.00
50% MRKT GNT APRIL 2022 ADV	22009217	OP	199566 SUNDANCE TIMES	05/10/22	EA			162.50
50% CO MATCH APRIL 2022 ADV	22009217	OP	199566 SUNDANCE TIMES	05/10/22	EA			162.50
50% MRKT GNT APRIL 2022 ADV	22009218	OP	625713 WESTON CO GAZETTE	05/10/22	EA			21.00
50% CO MATCH APRIL 2022 ADV	22009218	OP	625713 WESTON CO GAZETTE	05/10/22	EA			21.00
50% MRKT GNT FIDS MAY 2022	22009501	OP	575963 OAG FLIGHTVIEW	05/18/22	EA			175.79
50% CO MATCH FIDS MAY 2022	22009501	OP	575963 OAG FLIGHTVIEW	05/18/22	EA			175.79
								3,565.75
AIRPORT MARKETING								3,565.75
								444,740.22

Branch/Plant . 10440  
FAA CARES ACT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
HIGH LEG RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			614.99
POWER RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			1,537.49
POWER RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			1,537.49
POWER RECLINING LOVESEAT	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			2,174.99
POWER RECLINING SOFA	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			2,212.49
POWER RECLINING SOFA	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			2,212.49
POWER RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			1,537.49
POWER RECLINER	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			1,537.49
DELIVERY CHARGE	22008728	OP	613974 ASHLEY HOMESTORE	04/21/22	EA			40.00
								16,479.87
FAA CARES ACT								16,479.87
								20,070.13

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 4/21/22

Branch/Plant . Northeast Wyoming Regional  
751

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
CATALYST SWITCH FOR NEW FBO	22008593	OP	622985 CXTEC	04/20/22	EA			3,590.26
								3,590.26
Northeast Wyoming Regional								3,590.26

## Directors Report

### May 18, 2022, Airport Board Meeting

- Passenger Statistics – The airport had 4,183 passengers go through the airport in April. Making the year total 15,956 total passengers.
- Airport staffing update – The airport is now fully staffed with eight employees, and all employees have been signed off to work their assigned shifts. All have their ARFF certificates and the FAA part 139 training completed.
- CPA contract – The CPA contract has been agreed on for the next three years. The state and airports did well, considering our situation now. An agreement between the state and each CPA airport will directly be sent out for signatures.
- 2022 – 2023 Budget – The budget has been turned in and is being evaluated by the County Commissioners. Currently, I'm considering increasing our funding for gas and diesel. I thought that I had increased these line items enough. However, I may not have. I would rather adjust it now than go to the commissioners to ask for more money next year. I will advise the board on the next step after talking with the County Clerk and Commissioners.
- Next airport board meeting – The next airport board meeting will be at the Fulkerson Operations Facility on June 15, 2022, at 4 pm.



# ENGINEER'S REPORT

Northeast Wyoming Regional Airport Board Update  
May 18<sup>th</sup>, 2022



## **2021 General Aviation Terminal – FAA AIP 47, AIP 50; WYDOT AGC003A**

Task Order 3

AIP 47 Grant - \$3,010,742.00

AIP 50 Grant - \$300,000

Notice of Award for Van Ewing Construction (VEC) with a Notice to Proceed date of August 16, 2021

As of May 1<sup>st</sup>, 2022, Project was approx. 80% complete, 259 / 285 Days used, and 11 weather days requested. 4 more have been requested after May 1<sup>st</sup>.

Interior is sitting at approximately 99% complete. A substantial punchlist from the Architect was supplied to the contractor on May 11<sup>th</sup>. Contractor will work to complete said punchlist. The parking lot was finally paved on May 5<sup>th</sup> and 6<sup>th</sup> then striped last week. Weather was once again an issue for exterior work. Accent Masonry finished the stucco and continued working on the stonework. Site grading has been delayed until the site dries up. The roof is complete, working on trim, gutters, and some steel accent siding. Once site grading is complete, the fence and landscaping can be done.

## **SPCC**

Task Order 4 – 100% GCC CARES

Submitted to Airport Staff, Some changes on Fuel Farm upgrades and some Flightline's Fuel Truck changes need to be edited.

## **Rehabilitate RW 16/34 Study – WYDOT AGC011 (Nothing New)**

Task Order 5 – 80% State 20% GCC PFC

Began existing pavement survey. Counting failing panels on both runways. Setting up report structure for a cost benefit / life cycle analysis. Looking at some WYDOT projects for case studies for asphalt overlays over concrete. Some examples are HWY 59 in Douglas and I-25 near Kaycee.

## **SRE Midsized Loader – WYDOT AGC002**

Task Order 6

\$270K (90% State, Grant); \$30K (10% Local, PFC's) - \$300k Total

Setting minimum specifications for a CAT 938M Loader, John Deere 624P Loader, and a Case 721G Loader with a SnowWolf QuattroPlowHD 170" (14'2") Auto Wing Angle Plow.

90% Specifications to be sent to WYDOT for review.

## **Terminal Generator (Nothing New)**

Task Order 7 – 100% FAA CRSSA

Sent request to use CRSSA Funds to FAA on 11/29/2021. Was approved on 12/13/2021 with upgrading the Terminal Generator to run the entire terminal and an additional generator to run the new GA Terminal. Meeting with FAA was held 1/27/2022. Denver ADO is waiting for procedures from FAA Headquarters on how to produce a Development Grant from CRSSA and/or ARPA.

Main Terminal – Looking towards a 450kW generator for the main terminal.

~~200kW diesel – \$67,850~~

~~200kW NG - \$140,250~~

~~350kW diesel – See 450kW~~

~~350kW NG – \$ 224,300~~

~~450kW diesel – \$117,166~~

~~450kw NG - \$290,500~~

GA Terminal (New) – MMI designed an 80kW generator. Natural gas would be preferred. Scott Brothers Electric installed a few conduits from the GA Terminal stubbing out under the concrete to prevent having to remove any concrete for the generator installation. The new gas line (2" Poly) is now installed for the Ga Terminal with the availability to install a tee to feed the backup generator as part of the generator project.

## CALL FOR HAY BIDS

Sealed bids will be received by the Northeast Wyoming Regional Airport, 2000 Airport Road, Suite 108, Gillette, WY 82716, until 2 p.m. Wednesday, June 15, 2022, for cutting and haying within the airport boundaries. This bid will be for a three-year term in 2022, 2023, and 2024. All bids shall be submitted in writing with the bid price in dollars and cents per ton. The airport will designate portions of the airport property to be hayed at the beginning of the haying season. The successful bidder will be required to take an airport drivers' training course and sign a contract haying agreement. The bids will be publicly opened and read at the Fulkerson Airport Operations Facility, 2440 Airport Road, Gillette, WY, at 4 p.m. Wednesday, June 15, 2022. All bids must be placed in a sealed envelope and addressed as follows: Northeast Wyoming Regional Airport Board, ATTN: Hay Bid, 2000 Airport Road, Suite 108, Gillette, WY 82716. Appointments for viewing the airport hay crop may be made by calling the Airport Operation Director's Office (307) 686-1042 EXT. 5703. The Northeast Wyoming Regional Airport Board reserves the right to refuse any and all bids.

Northeast Wyoming Regional Airport Board  
By: Todd Chatfield, Airport Executive Director

FIRST AMENDMENT  
TO  
AIRPORT CAFÉ LEASE AGREEMENT

THIS FIRST AMENDMENT TO AIRPORT CAFÉ LEASE AGREEMENT (“Amendment”) is made and entered into this 16 day of June, 2021 between Northeast Wyoming Regional Airport, of 2000 Airport Rd., Ste. 108, Gillette, WY 82716 (“Lessor”) and Tami Waldner d/b/a “Home Fire Foods,” of 35 Dovetail Court, Rozet, WY 82727 (“Lessee”). Lessor and Lessee are sometimes referred to as “the parties.”

RECITALS:

A. Lessor and Lessee entered into an Airport Café Lease Agreement on April 21, 2021 (“Lease”); and

B. Lessor and Lessee both desire to amend the term of the Lease, which is currently set to expire on February 28, 2022.

NOW, THEREFORE, in consideration of the terms stated in this Amendment, and in consideration of the preceding recitals, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2. TERM is amended to state that the term of the Lease shall commence March 1, 2021, and shall continue until June 30, 2022, subject to early termination as set forth elsewhere in the Lease.


2. All other terms and conditions of the Lease not in conflict herewith shall remain the same.

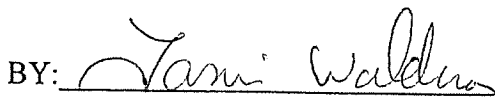
ACCORDINGLY, the parties have executed this Amendment as of the day and year first above written.

“LESSOR”

“LESSEE”

NORTHEAST WYOMING REGIONAL  
AIRPORT

BY:   
ITS: Luke Maljurek

BY:   
Tami Waldner d/b/a “Home Fire Foods”

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***AIRPORT CAFÉ***  
***LEASE AGREEMENT***

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**THIS AGREEMENT** made and entered into by and between the Northeast Wyoming Regional Airport, of 2000 Airport Rd., Ste. 108, Gillette, Wyoming, 82716, hereinafter referred to as LESSOR, and Tami Waldner d/b/a "Home Fire Foods", 35 Dovetail Court, Rozet, Wyoming 82727, hereinafter referred to as LESSEE, hereby agree as follows:

1. **DEMISE, DESCRIPTION AND USE OF THE PREMISES:** LESSOR, for and in consideration of the promises, covenants and agreements hereinafter mentioned, to be kept and performed by LESSEE, leases and demises to LESSEE for the purpose of operating a café for the sale of food and beverages not in violation of State, Federal and County laws, ordinances or regulations, the following described premises and equipment located inside the main terminal building of the Northeast Wyoming Regional Airport situated in Campbell County, Wyoming, more particularly identified as follows:

**See Attached Exhibits "A", "B" and "C"**

As used herein, the term "premises" refers to the real property identified in the attached Exhibits "A" and "B", the equipment identified in Exhibit "C" and to any improvements located thereon or equipment added from time to time in LESSOR'S sole discretion, during the term hereof. LESSEE shall use the leased premises only for the specific use set forth above and for no other purpose without the LESSOR's prior written consent. Smoking shall not be permitted anywhere on the leased premises. LESSEE is also granted the right to sell and provide machine delivered food and beverages at the Northeast Wyoming Regional Airport and LESSEE is hereby entitled to the revenue generated from all machine delivered food and beverages.

2. **TERM.** The term of this Lease shall be for one (1) year commencing July 1, 2022 and shall continue until June 30, 2023, subject to early termination as set forth below.

3. **EARLY TERMINATION.** Either party may terminate this lease at any time by providing a minimum of ninety (90) days' notice to the other party as set out in paragraph 11.

4. **RENT.** LESSOR agrees that at the time of entering this lease the rent will be free of monetary remuneration. Rent payable under the lease may be reviewed by LESSOR and subject to change upon ninety (90) days written notice to LESSEE based upon revenues generated by LESSEE. At the commencement of the lease term, LESSEE shall pay to LESSOR a \$150.00 deposit for keys to the leased premises and a \$350.00 deposit for cleaning. After the lease term, the \$150.00 deposit for keys shall be returned provided LESSEE returns all keys at the end of the lease term. The \$350.00 cleaning deposit shall be returned at the end of the lease term if LESSEE returns the premises clean and in as good as condition as when it is received at the sole discretion of LESSOR.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION.** LESSOR covenants that LESSOR is seized of the leased premises in fee simple and has full right to make this lease that LESSEE shall have quiet and peaceable possession of the leased premises during the term hereof.

6. **UTILITIES.** LESSOR promises and agrees to pay for all utilities used by LESSEE upon the premises, including by way of illustration and without limitation, gas, water, electricity, sewage, and garbage pickup. LESSEE shall be responsible for its own telephone charges.

7. **SIGNS AND ADVERTISING.** LESSEE may erect signs of such color, size or design as shall be found to be in keeping with the general design of the building and signs of the business located in the area, all in accordance with Federal, State or County laws, ordinances or regulations and applicable rules and regulations of the Northeast Wyoming Regional Airport. At the termination of this lease, LESSEE shall remove said sign(s).

8. **MAINTENANCE AND REPAIRS.** LESSEE shall keep in good order, condition and repair, the interior of said premises, including without limitation, the windows, doors, show cases, ceiling, floors, plumbing and interior walls, with the exception of painting the

interior walls which shall be maintained by LESSOR. LESSEE shall be responsible for keeping the leased premises clean. If LESSEE refuses or neglects to discharge its obligations noted above to the reasonable satisfaction of LESSOR, LESSOR may make such repairs or undertake such maintenance without liability for any loss or damage that may accrue to LESSEE's merchandise, fixtures or other property. Upon completion of such work, LESSEE shall promptly reimburse LESSOR for all costs incurred or LESSOR may deduct such costs from the money deposited with LESSOR.

LESSEE shall return the premises at the expiration of this lease in as good condition as it received the same, ordinary wear and tear excepted. LESSEE shall not have the right to make any alterations, improvements, or additions to the premises without first obtaining LESSOR'S written consent.

LESSEE shall have the right to install show cases or equipment which may be removed at the expiration of this lease with the approval of the airport manager, provided LESSEE is not in default, and providing further that LESSEE shall restore the premises to its pre-installation condition.

LESSEE shall be liable for the costs of all repairs to the premises made necessary by reason of any act or omissions of the LESSEE, or its agents or servants, or by its customers.

LESSOR shall keep in good order, condition and repair, the basic equipment supplied by LESSOR under the terms of this lease, such as the freezer, refrigerator, stove, grill, ice machine and disposal and all exterior parts of the building, including by way of illustration, foundation, roof, sewers, service pipeline, lines up to and including the meters, permanent canopies, exterior walls, gutters, down spouts and exterior painting, and LESSOR shall maintain the heating and air conditioning system. LESSOR shall also maintain and clean all public and common areas of the building, including the restrooms. LESSOR shall also be responsible for cleaning and maintaining the hood vents.

LESSOR shall not be required to make any repairs of the structural parts of the building, which become necessary or desirable by reason of any act or negligence of LESSEE, its agents, invitees or employees, in which event the same shall be the obligation of LESSEE. LESSEE shall forthwith at its own cost and expense, replace with glass of the same quality, any cracked or broken glass, including plate glass, and any interior and exterior windows and glass in the doors of the demised premises when the breakage is caused by LESSEE or LESSEE'S invitees.

9. **HOURS OF BUSINESS.** LESSEE shall always during the term of this lease be open to the public for business Monday through Friday, 10:00 a.m. to 2 p.m. LESSEE will inform the Airport Administration office and will place "Café Closed" signage in the café seating area of any cafe closures outside the established business hours. The holidays of New Year's Day, Good Friday, Easter, Independence Day, Memorial Day, Thanksgiving Day, Christmas Day are optional days in which the LESSEE may be open but not required under the terms of this lease

LESSEE acknowledges that LESSOR has a legitimate interest in regulating and establishing uniform hours of business for the benefit of patrons of the Northeast Wyoming Regional Airport and a breach of this paragraph will constitute a material breach of this agreement warranting LESSOR to exercise the options under Default. It is further agreed and understood that LESSOR desires and encourages extended hours of operation beyond those delineated in this lease.

10. **INSURANCE.** LESSOR shall be responsible for insuring the premises against loss by fire or casualties. In the event of the destruction of or major damage to the premises because of fire or other causes, LESSOR shall have the election to either terminate the lease or rebuild as LESSOR in its sole judgment shall deem best. During the time LESSEE is unable to use the premises because of repairs or rebuilding, all rent provided for herein shall abate.

LESSEE shall be responsible for obtaining and maintaining a policy of public liability insurance with respect to the leased premises having policy limits of at least \$1,000,000.00 per



occurrence and \$2,000,000.00 annual aggregate, for bodily injury or property damage. Said policy shall identify LESSOR as an additional insured. A certificate of insurance evidencing coverage shall be delivered within ten (10) days of the signing of this Agreement.

11. **NOTICES.** All notices, demands or other writings in this lease provided to be given or made or sent, or which may be deemed to have been fully given or made or sent when made in writing and hand delivered or deposited in the United States mail, certified or registered and postage prepaid, and addressed as follows:

**TO LESSOR:** Northeast Wyoming Regional Airport  
2000 Airport Road, Ste. 108  
Gillette, Wyoming 82716

**TO LESSEE:** Tami Waldner  
35 Dovetail Court  
Rozet, Wyoming 82727

The address to which the notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

12. **INDEMNIFICATION OF LESSOR.** LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person whosoever may at any time be using or occupying or visiting the demised premises or the catering business conducted by LESSEE, or be in, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of LESSEE or any occupant, subtenant, visitor or user of any portion of the premises or the catering business of LESSEE, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and LESSEE shall indemnify LESSOR against all claims, liability, death or damage. LESSEE shall have and provide personal property and liability insurance showing LESSOR as an additional insured as set out above in Paragraph 10, "Insurance". LESSEE hereby waives all claims against LESSOR for damages to the building and property of LESSEE in, on, or about the premises, from any cause arising at any time. The preceding sentence shall

not apply to loss, injury, death or damage arising by reason of the intentional misconduct of LESSOR, its agents or employees.

13. **ATTORNEY'S FEES.** If any legal action is brought to enforce provisions of this contract, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

14. **DEFAULT.** When either party shall be deemed in default under the terms of this agreement, notice of said default shall be provided in writing pursuant to paragraph eleven (11) above and the party deemed in default shall have ten (10) days to cure said default provided notice has not been given previously for the same violation. In case of default accruing from the terms of this agreement and entry made by the LESSOR, said LESSOR may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover from the LESSEE any deficiency between the amount so obtained and the rent and late fees herein reserved. In the case of any such default, LESSOR shall and may exercise legal remedies and re-enter the premises and remove all persons and property therefrom and in such event the LESSEE hereby waives service of any notice in writing or intention to re-enter, notice to terminate or demand for possession.

Any of the following events shall constitute default herein:

- a. LESSEE's failure to perform any other duty or obligation imposed upon it by this lease.
- b. The filing of a petition in bankruptcy or insolvency, or for reorganization under any bankruptcy act or the making of an assignment for the benefit of creditors by LESSEE.
- c. The sale of the interest of LESSEE in the premises under execution or any other legal process.

15. **SUCCESSORS.** This lease and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. **TIME IS OF THE ESSENCE.** Time is of the essence of this lease and of each covenant, term, condition and provision hereof.

17. **SECTION CAPTIONS.** The captions appearing after the section number designations of this lease do not in any way limit or amplify the terms and provisions of this lease.

18. **ENTIRE AGREEMENT.** This Lease Agreement represents the entire agreement between the parties and no further amendment, change or understanding shall be binding on either party unless in writing and executed by both parties hereto.

19. **ALCOHOLIC BEVERAGES.** It is understood at the time of entering into this agreement that LESSEE does not currently have a liquor license, however, LESSEE may seek to obtain such a license. Both parties to this Agreement recognize the importance of safety to the traveling public and the detrimental effect that can occur should the public perceive that employees of LESSOR or the employees of other air transportation companies located at the Northeast Wyoming Regional Airport are, or have the intent of, consuming alcoholic beverages while on duty. Thus, in the event LESSEE obtains a liquor license, LESSEE agrees to use its best efforts to not serve any alcoholic beverages on the premises to any employee of any air transportation company except when such employee is off duty, not in uniform and then only in compliance with the State of Wyoming liquor laws and regulations. LESSEE shall be deemed to use best efforts if it does not serve any such employee in uniform and those known employees out of uniform only after inquiry that they are off duty. No alcoholic beverages shall be allowed on the premises in any manner whatsoever unless LESSEE first obtains a Wyoming Liquor License.

20. **SUBLEASE WITH APPROVAL.** LESSEE shall not sublease or assign its interest in this Lease Agreement without the prior written consent of the LESSOR.

21. **RIGHT OF INSPECTION.** LESSOR reserves the right to inspect the premises at any time.

22. **NON-DISCRIMINATION.** The premises are to be operated for the use and benefit of the public. Public use is to be determined as follows:

- a. LESSEE will furnish good, prompt, and efficient services adequate to meet the demands for its service at the Airport.
- b. LESSEE will furnish services on a fair, equal, and nondiscriminatory basis to all users thereof.
- c. LESSEE agrees to charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- d. The Lessee will not discriminate against any person or class of persons by reasons of race, color, creed or national origin in providing any services or in the use of any of its facilities. The LESSEE further agrees to comply with such enforcement procedures as the United States or LESSOR might demand.

23. **MISCELLANEOUS.** The failure of LESSOR to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any subsequent breach or default.

**IN WITNESS WHEREOF**, the parties have executed this Lease at Gillette, Campbell County, Wyoming this 1<sup>st</sup> day of July, 2022.

**NORTHEAST WYOMING REGIONAL AIRPORT BOARD  
(LESSOR)**

BY: \_\_\_\_\_

Owen Lindblom President

**(LESSEE)**

BY: \_\_\_\_\_

Tami Waldner d/b/a "Home Fire Foods"

STATE OF WYOMING            )  
  )  
COUNTY OF CAMPBELL        )        **ss.**

The foregoing **Lease Agreement** was signed before me personally by **Tami Waldner**  
this \_\_\_\_ day of \_\_\_\_\_2022.

Witness my hand and seal.

\_\_\_\_\_  
Notarial Officer

My Commission Expires: \_\_\_\_\_

DRAFT