



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, June 15, 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:

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

C. 4:05 P.M. Airport Hay Bid Opening - Director Chatfield

D. 4:15 P.M. Director's Report - Todd Chatfield

Documents:

[DIRECTORS REPORT JUNE 2022.PDF](#)

E. 4:20 P.M. Engineer's Report - Morrison Maierle - Pat Stetson

Documents:

[JUNE 2022 ENGINEERS REPORT .PDF](#)

F. 4:30 P.M. Home Fire Foods Café Lease - Director Chatfield

Documents:

[HOME FIRE FOODS LEASE AGREEMENT.PDF](#)

- G. 4:40 P.M. Civil Air Patrol Hangar Rental - Greg Schreurs
- H. 4:50 P.M. T-Hangar Annual Increase - Director Chatfield
- I. 5:00 P.M. Adjourn

Note: The next Airport Board meeting is scheduled for Wednesday, July 20, 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
May 18, 2022**

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

Pledge of Allegiance

Approve Consent Agenda:

Motion by Mr. Barnum, second by Mr. Burdette to approve the Consent Agenda, including the Purchase Order Summary, and the April 20, 2022, 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 4,183 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 be sent out for signatures.
- 2022 – 2023 Budget – The budget has been turned in and is being evaluated by the County Commissioners. There is concern that there was not enough money budgeted for gas and diesel. Todd felt he had increased these line items enough, however, he may not have. In speaking with the Clerk's office, Todd was given direction to request contingency money to cover this cost should the need arise in the upcoming fiscal year as budgets are not being adjusted.
- Next airport board meeting – The next airport board meeting will be at the Fulkerson Operations Facility on June 15, 2022, at 4 pm. Todd will notify the board if the meeting is moved to the new GA terminal.

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 May 1st, 2022, the project was approx. 80% complete, 259 / 285 Days used, and 11 weather days requested. 4 more have been requested after May 1st.

Interior is sitting at approximately 99% complete. A substantial punch list from the Architect was supplied to the contractor on May 11th and the contractor will work to complete said punch list. The parking lot was paved on May 5th and 6th 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, the contractor continues to work on trim, gutters, and some steel accent siding. Once site grading is complete, the fence and landscaping can be done. The expected project completion date is approximately June 10th but does not include the demo of the existing GA Terminal Building.

- 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

The SPCC has been submitted to Airport Staff. Some changes on Fuel Farm upgrades and some Flightline Fuel Truck changes need to be edited.

- 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.

Hay Bid - Director Chatfield:

Director Chatfield requested advertising and awarding the hay bid for a period of 3 years as opposed to annually. After discussion the board approved Todd’s request.

Home Fire Foods Café Lease – Director Chatfield:

Home Fire Foods lease expires on June 30, 2022, and the café owner was present to discuss some issues and concerns with the board. Due to losing an employee due to health reasons and finding a replacement being challenging she has found it difficult to keep the café open during her long-standing catering events. She came to the meeting asking for suggestions from the board and to make certain they understood her dilemma. The board discussed with Ms. Waldner the need to have her café open during flight hours and to investigate having food available in the secure area. Ms. Waldner stated that often her caterings are taking place during flight hours and without staff she is unable to accommodate the flight times. She went on to state that she has ordered a cold/frozen vending machine for the secure area and has spoken with TSA about placing a microwave in there. She is committed to providing more food options in the future. The board recognizes that Ms. Waldner is a long-standing tenant of the airport and wishes to maintain a good relationship with her. Upon direction from the board Ms. Waldner will meet with Director Chatfield to work out terms for a lease renewal that will benefit the airport and allow Ms. Waldner to succeed in her business. It was suggested by the board that Ms. Waldner provide food services in the secure area as soon as possible.

Civil Air Patrol (CAP) Hangar Rental – Director Chatfield:

Civil Air Patrol has an agreement with the airport board, that due to financial difficulties in the past year they were able to forgo rent until June 30, 2022. Representatives from Civil Air Patrol were present to discuss the current financial status of Civil Air Patrol and the possibility of the organization beginning to pay rent on July 1, 2022. Civil Air Patrol

representative, Greg Schreurs stated that State funding ends on June 30, 2022. This situation may change as the current Wing Commander is talking with the Guard hoping to restore some of the funding, but this is very uncertain at this time. Mr. Schreurs said they would like to keep the current agreement through the upcoming year and if the airport is unable to keep their lease at a zero cost there is a possibility the Civil Air Patrol would remove their plane from Gillette. After discussion the board stated since the hangar that Civil Air Patrol houses their aircraft in would be a revenue producing hangar as there is a current waiting list for t-hangar would Civil Air Patrol be open to the option of sharing a hangar if one were available. Mr. Schreurs indicated that would be fine. The board directed Mr. Chatfield to investigate options and bring any findings back to the next airport board meeting.

Executive Session:

- Legal Matter

Motion by Mr. Malyurek to enter Executive Session, second by Mr. Barnum. Motion carried.

At 6:15 p.m. a motion was made by Mr. Gerrits to adjourn the Executive Session and return to the regular board meeting, second by Mr. Barnum. Motion carried.

Adjourn

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

Respectfully Submitted,

Curtis Burdette, Secretary/Treasurer

Owen Lindblom, President

DRAFT

Branch/Plant . 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
HOSE AND CRIMP FITTING	22010014	OP	185586 BIGHORN HYDRAULICS	06/08/22	EA			39.80
REIMB FOR MEAL/ARFF TRNING	22010015	OP	538855 CHATFIELD, TODD	06/08/22	EA			36.17
MAY 2022 MAIN TERM CABLE	22010016	OP	477634 CHARTER COMM CABLE	06/08/22	EA			216.53
HAY BID ADV	22010017	OP	694225 GILLETTE NEWS RECORD	06/08/22	EA			275.52
CHLORINE CYLINDERS	22010018	OP	477378 HAWKINS	06/08/22	EA			20.00
REIMB MEAL/FIRE SHCHOOL TRN	22010020	OP	694090 JOYNER JOHN V.	06/08/22	EA			38.58
MAY 2022 FUEL FARM PORTAPOTTY	22010021	OP	111587 PAINTBRUSH SERVICES	06/08/22	EA			143.00
QUARTERLY LEASE	22010022	OP	651866 PB GLOBAL AIRPRT	06/08/22	EA			142.53
COPY CHARGES	22010023	OP	411694 ROCKY MTN BUSINESS	06/08/22	EA			506.86
UNIFORMS/SHELLY	22010024	OP	539591 THAT EMBROIDERY PLAC	06/08/22	EA			235.80
WASTE REMOVAL-MAY 2022	22010025	OP	298441 WASTE CONNECTIONS	06/08/22	EA			685.10
MAY 2022 SERVICE	22010026	OP	571524 WATER GUY	06/08/22	EA			438.00
MAY 2022 BACTERIA SAMPLE	22010026	OP	571524 WATER GUY	06/08/22	EA			22.00
SHIPPING	22010027	OP	288841 WINTER EQUIPMENT CO	06/08/22	EA			340.68
BATTERY	22010028	OP	116177 WYOMING MACHINERY	06/08/22	EA			321.25
TV FOR GA TERMINAL	22010029	OP	566240 FIB MSTRCRD AIRPORT	06/08/22	EA			648.00
TV MOUNT	22010029	OP	566240 FIB MSTRCRD AIRPORT	06/08/22	EA			94.00
CREDIT	22010029	OP	566240 FIB MSTRCRD AIRPORT	06/08/22	EA			1.06-
MAY 2022 1400 W LAKEWAY	22010160	OP	107203 CITY GILLETTE UTIL	06/10/22	EA			43.14
CAR WASH	22010162	OP	586961 RAIN LOCKER CAR WASH	06/10/22	EA			11.57
COFFEE, WATER, BATTERIES	22010164	OP	640913 MENARDS AIRPORT	06/10/22	EA			100.89
WATER ANALYSIS	22010166	OP	207685 ENERGY LABORATORIES	06/10/22	EA			52.00
WEB COMPONENTS AND FIDS	22010167	OP	575963 OAG FLIGHTVIEW	06/10/22	EA			577.25
MAY 2022 ADV	22010169	OP	621667 BLACK HILLS PIONEER	06/10/22	EA			198.75
MAY 2022 ADV	22010169	OP	621667 BLACK HILLS PIONEER	06/10/22	EA			198.75
BIRD BANGERS	22010361	OP	566240 FIB MSTRCRD AIRPORT	06/15/22	EA			183.35
OPS CBL, INT 6/10/22-7/9/22	22010362	OP	477634 CHARTER COMM CABLE	06/15/22	EA			266.13
MAY 2022 NATURAL GAS	22010363	OP	623195 BLACK HILLS ENRG GAS	06/15/22	EA			4,289.81
WYOMING WINGS MAGAZINE	22010364	OP	192081 CIVIL AIR PATROL MAG	06/15/22	EA			395.00
JUNE 2022 SERVICE	22010365	OP	571524 WATER GUY	06/15/22	EA			438.00
JUNE 2022 BACTERIA SAMPLE	22010365	OP	571524 WATER GUY	06/15/22	EA			22.00
HWY14-16 4605	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			56.19
ENTRANCE	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			49.89
51-72-32-010 SESE	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			61.04
LOCALIZER	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			65.43
TOWER	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			665.56
GLIDE SLOPE	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			101.12
S GENERATOR	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			77.05
S&P 1A HANGAR	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			40.00
HANGAR N	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			187.72
OLD TERMINAL	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			1,284.84
H2O	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			872.08
AIRPORT TERMINAL	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			5,327.97
NORTH GATE	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			50.25
UTILITY	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			113.56
RESTROOM METER	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			90.96
50-72-04-106 NWNW	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			40.00
ARFF BUILDING	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			966.22
1 PHASE DROP N OF TAXIWAY	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			48.14
VAULT	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			1,009.95
NEW GA TERMINAL	22010369	OP	238140 POWDER RIVER ENER UT	06/15/22	EA			567.98
AIRFIELD PIPE REPAIR	22010371	OP	640913 MENARDS AIRPORT	06/15/22	EA			50.18
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43632

CAMPBELL COUNTY
Airport Open Purchase Orders

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Date - 6/15/22

Branch/Plant . Northeast 751 Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	To Receive Amount

			Northeast Wyoming Regional					22,705.53

CAMPBELL COUNTY
Airport Open Purchase Orders

Branch/Plant . 10410
FAA AIRPORT IMPROVEMENT PRO

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
AIP47 GA TERM CON PR#11 PE#10	22010374	OP	396295 VAN EWING CONST	06/15/22	EA			160,587.57
								160,587.57
FAA AIRPORT IMPROVEMENT PROG								160,587.57

CAMPBELL COUNTY
Airport Open Purchase Orders

Branch/Plant . 10440
FAA CARES ACT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
AIP50 GA TERM CON PR#11 PE#10	22010375	OP	396295 VAN EWING CONST	06/15/22	EA			5,447.23
								5,447.23
			FAA CARES ACT					5,447.23

Branch/Plant . 20102
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
50% MRKT GNT MAY 2022 ADV .	22010007	OP	392921 BASIN RADIO NETWORK	06/08/22	EA			181.65
50% CO MATCH MAY 2022 ADV .	22010007	OP	392921 BASIN RADIO NETWORK	06/08/22	EA			181.65
50% MRKT GNT MAY 2022 WEB AD	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			150.00
50% CO MATCH MAY 2022 WEB AD	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			150.00
50% MRKT GNT 5/11/22 ADV	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			75.00
50% CO MATCH 5/11/22 ADV	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			75.00
50% MRKT GNT 5/25/22 ADV	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			75.00
50% CO MATCH 5/25/22 ADV	22010008	OP	361092 DOUGLAS BUDGET	06/08/22	EA			75.00
50% MRKT GNT MAY 2022 WEB AD	22010009	OP	694225 GILLETTE NEWS RECORD	06/08/22	EA			212.50
50% CO MATCH MAY 2022 WEB AD	22010009	OP	694225 GILLETTE NEWS RECORD	06/08/22	EA			212.50
50% MRKT GNT 05/2022 KOAL ADV	22010010	OP	573263 KEYHOLE BROADCASTING	06/08/22	EA			65.00
50% CO MATCH 05/2022 KOAL ADV	22010010	OP	573263 KEYHOLE BROADCASTING	06/08/22	EA			65.00
50% MRKT GNT 05/2022 KOOL ADV	22010010	OP	573263 KEYHOLE BROADCASTING	06/08/22	EA			40.00
50% CO MATCH 05/2022 KOOL ADV	22010010	OP	573263 KEYHOLE BROADCASTING	06/08/22	EA			40.00
50% MRKT GNT MAY 2022 ADV	22010011	OP	661941 KSLT KLMP KTPT	06/08/22	EA			150.00
50% CO MATCH MAY 2022 ADV	22010011	OP	661941 KSLT KLMP KTPT	06/08/22	EA			150.00
50% MRKT GNT MAY 2022 ADV	22010012	OP	623689 POWDER RIVER EXAM	06/08/22	EA			60.00
50% CO MATCH MAY 2022 ADV	22010012	OP	623689 POWDER RIVER EXAM	06/08/22	EA			60.00
50% MRKT GNT MAY 2022 ADV .	22010013	OP	199566 SUNDANCE TIMES	06/08/22	EA			162.50
50% CO MATCH MAY 2022 ADV .	22010013	OP	199566 SUNDANCE TIMES	06/08/22	EA			162.50
50% MRKT GNT GRPH DSN MAY2022	22010157	OP	556210 ADBAY COM	06/10/22	EA			429.07
50% CO MATCH GRPH DSN MAY2022	22010157	OP	556210 ADBAY COM	06/10/22	EA			429.08
50% MRKT GNT MAY 2022 WEB AD	22010158	OP	621667 BLACK HILLS PIONEER	06/10/22	EA			159.50
50% CO MATCH MAY 2022 WEB AD	22010158	OP	621667 BLACK HILLS PIONEER	06/10/22	EA			159.50
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AIRPORT MARKETING								-----
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43632

CAMPBELL COUNTY
Airport Open Purchase Orders

Page - 1
Date - 5/19/22

Branch/Plant . 751
Northeast Wyoming Regional

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
SHIPPING	22008593	OP	622985 CXTEC	04/20/22	EA			40.41
ADDITIONAL COST BEYOND QUOTE	22008593	OP	622985 CXTEC	04/20/22	EA			109.74
								3,740.41
Northeast Wyoming Regional								3,740.41
								3,740.41

43632

CAMPBELL COUNTY
Airport Open Purchase Orders

Page - 1
Date - 5/24/22

Branch/Plant . 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
GASKET, HOUSING TO AIR TUBE	22009782	OP	566240 FIB MSTRCRD AIRPORT	05/24/22	EA			208.75
SHIPPING	22009782	OP	566240 FIB MSTRCRD AIRPORT	05/24/22	EA			47.73
OFFICE SUPPLIES	22009782	OP	566240 FIB MSTRCRD AIRPORT	05/24/22	EA			61.94
								318.42
Northeast Wyoming Regional								318.42
								318.42

Directors Report

June 15, 2022, Airport Board Meeting

- Passenger Statistics – The airport had 4,196 passengers go through the airport in May. Making the year total 20,152 total passengers. The airport was at 14,026 at the same time in 2021.
- Airport staffing update – The airport is down one staff member in the operations department again. We will begin looking to fill the open position after July 4.
- CPA contract – The CPA contract has been signed by both SkyWest and WYDOT. The agreement between WYDOT and Campbell County will be sent out shortly for signatures.
- Letter of Support – The airport was asked to sign a letter of support for SkyWest as they try to secure a Part 135 air carrier. As a Part 135 carrier, an airline isn't required for their second officer or co-pilot to have as many hours as a part 139 air carrier. These planes also can't have over thirty passenger seats. They plan to fly these planes in their EAS markets that the federal government won't let them out of. Both SkyWest and WYDOT feel this will help the airline build up their pilot pipeline and open more aircraft for our market. The other airports in the state agreed and GCC did send a letter of support to the United States Department Of Transportation.
- Last Quarter CPA – In the last quarter of the CPA, GCC had a credit of \$46,657.73. So not only did we meet the required subsidy we also made money. This money will stay in the account to be used if needed in the future.
- Next airport board meeting – The next airport board meeting will be at the new Fixed Based Operator Building 2000 Airport Road building 16, on July 20, 2022, at 4 pm. This will be a quarterly meeting with the County Commissioners.

ENGINEER'S REPORT

Northeast Wyoming Regional Airport Board Update
June 15, 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 June 1st, 2022, Project was approx. 88% complete, 288 / 285 Days used with 17 weather days. Certificate of Substantial Completion for Schedules 1&2 was given as well. A Suspend Work order was also given to stop the clock. There will be 14 days on the contract remaining once a notice to continue work is issued to begin Bid Alternate 2 - Demolition of the old FBO Building. A small remodel of a portion of the maintenance hangar is also part of the scope for Bid Alternate 2.

Interior is sitting at approximately 99% complete. A substantial punchlist for the exterior was supplied to the contractor on June 6th. Contractor will work to complete said punchlist. The fence, drainage rock, stonework and all roofing with gutters and metal accents was completed and final site grading has been delayed until the site dries up once again. There are currently two delays on site. The first is the emergency automatic callout can't be installed until Century Link has installed the new phone line. The building cannot be occupied until this is done. The second is the new pivot gate is delayed until the spec paint can be applied. The manufacturer has no time frame what they can get a supply of the paint. I have asked the contractor to investigate the matter and suggest an alternative to the specified paint. Also, a temporary sliding gate has been installed and is fully operational.

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)

This project will pick back up after FY begins

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.

**AIRPORT CAFÉ
LEASE AGREEMENT**

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 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 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 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 their 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, and condition and repair, the interior of said premises, including without limitation, the windows, doors, showcases, ceiling, floors, plumbing, and interior walls, except 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 showcases or equipment which may be removed at the expiration of this lease with the approval of the Airport Director, 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 because of any act or omissions of the LESSEE, its agents or servants, or by its customers.

LESSOR shall keep in good order, and 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, downspouts, 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 to the structural parts of the building, which become necessary or desirable because 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 a 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 Thursday, 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, and 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 concerning 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 by 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 because 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, a 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 the 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 of the intention to re-enter, notice to terminate or demand 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 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 or 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 1st 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)
) **ss.**
COUNTY OF CAMPBELL)

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: _____