



Owen Lindblom, President  
Luke Malyurek, Vice President  
Brock Porch, Secretary Treasurer  
Lewis Barnum, Member  
Elgin Faber, Member

**Northeast Wyoming Regional Airport Board Agenda**  
**4:00 p.m. Wednesday, October 18, 2023**  
**General Aviation Facility**  
**2000 Airport Road Building #16**

- A. Meeting Called To Order - Pledge Of Allegiance
- B. 4:00 P.M. Commissioner's Agenda
- C. 4:15 P.M. Consent Agenda Items For Consideration

Documents:

[OCTOBER 2023 ACCOUNTS PAYABLE SUMMARY.PDF](#)  
[SEPTEMBER 2023.PDF](#)

- D. 4:20 P.M. Director's Report - Todd Chatfield

Documents:

[DIRECTORS REPORT OCTOBER 2023.PDF](#)

- E. 4:25 P.M. Engineer's Report - Morrison Maierle - Pat Stetson

Documents:

[GCC MONTHLY ENGINEERS REPORT 10.18.2023.PDF](#)

- F. 4:30 P.M. RFQ Consultant Selection - Director Chatfield
- G. 4:40 P.M. Building #34 Lease - Director Chatfield

Documents:

[DRAFT LEASE BUILDING 34.PDF](#)

H. 4:50 P.M. Public Comment

I. 4:55 P.M. Executive Session - If Necessary

- o Wyoming Statute § 16-4-405 - Statutory Reasons for Executive Sessions
- o Matters Posing Threat to Security of Private or Public Property, or Threat to Public Access ▪ Pending or Potential Litigation ▪ National Security Matters ▪ Real Estate - Site Selection or Purchases ▪ Attorney-Client Privileged Information

J. 5:00 P.M. Adjourn

Note: The next Airport Board meeting is scheduled for Wednesday, November 15, 2023 at 4 p.m. at the GA terminal building. Agenda items for consideration must be approved by the Airport Director no later than the Thursday prior to the board meeting.

ACCOUNTS PAYABLE SUMMARY  
OCTOBER 2023

INVOICE DATE	INVOICE NUMBER	VENDOR NAME	INVOICE DESCRIPTION	GROSS AMOUNT
09/30/2023	0003041602	Advance Local Holdings Corp	SEPTEMBER 2023 MARKETING SERVICES	5,183.34
10/07/2023	1QKC-3LCR-HLHX	Amazon Capital Services	OFFICE SUPPLIES AND VOICE RECORDER	82.76
09/26/2023	1HHQ-JC1D-1X7F	Amazon Capital Services	OFFICE SUPPLIES AND VOICE RECORDER	80.90
10/03/2023	1D1K-RMJF-PQG1	Amazon Capital Services	OFFICE SUPPLIES AND VOICE RECORDER	59.87
10/06/2023	223-5236	Bighorn Hydraulics Inc.	HOSE ASSEMBLY AND ADAPTERS FOR SELF FUEL STATION	305.05
10/11/2023	223-5304	Bighorn Hydraulics Inc.	REDUCER BUSHING	7.61
10/05/2023	2507474663/SEPT23	Black Hills Energy	AIRPORT NATURAL GAS	1,818.24
10/05/2023	66357267	Bomgaars Supply Inc.	HOSE CLAMPS, BOLTS AND MALE ADAPTER	42.57
10/06/2023	66357747	Bomgaars Supply Inc.	SPRAY PAINT, PRIMER AND STEEL WOOL	51.93
07/26/2023	761-62397	Bridgestone Americas Inc.	TIRE REPAIR	156.35
06/14/2023	761-61748	Bridgestone Americas Inc.	TIRES	1,157.60
07/17/2023	751-62248	Bridgestone Americas Inc.	TIRE REPAIR	147.00
10/11/2023	30058967 / 2023 Tax	Campbell County Treasurer	2023 TAX BILL	151.52
09/06/2023	14789	Campbell County Weed & Pest	HERBICIDE	190.25
10/03/2023	312/300029/SEPT23	City of Gillette	1400 W LAKEWAY ROAD	42.13
10/28/2023	276906	CivicPlus LLC	10/28/23-10/27/24 HOSTING AND SECURITY FOR WEBSITE	4,275.76
10/10/2023	0739-SP2023	Downstream Aviation Lp	FUEL FARM ANNUAL SUPPORT AGREEMENT	1,425.00
09/26/2023	89390	Menard Inc.	BATTERIES, WATER, GLOVES	53.40
10/12/2023	90414	Menard Inc.	HOOKS FOR ADMIN HOURS SIGN	7.88
10/09/2023	000234173	Morrison Maierle, Inc.	TASK ORDER #12 REHAB GA APRON	8,535.94
09/20/2023	38742753	Norco Inc.	SHOP RAGS	33.43
10/01/2023	US1050097	OAG Aviation Worldwide LLC	FIDS AND WEB COMPONENTS - OCTOBER 2023	635.00
09/30/2023	1847	PDQ Service LLC	INSPECTION AND TROUBLESHOOT THE OVERFILL ALARM	1,278.40
09/25/2023	AIP053-PE1	Powder River Construction Inc.	PAY ESTIMATE #1 REHAB GA APRON	81,048.62
09/27/2023	141532	Simpson's Creative Printers Inc.	TODD'S BUSINESS CARDS	59.00
09/12/2023	1688	Tami Waldner LLC	BUSINESS LUNCHEON	24.50
10/01/2023	4349981T020/SEPT23	Waste Connections of Wyoming	3020-1020207-001	906.62
				107,760.67

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
September 20, 2023**

Airport Board President Lindblom called the meeting to order at 4:00 p.m. Member's present were Mr. Malyurek, Mr. Porch, Mr. Barnum, and Mr. Faber.

**Pledge of Allegiance**

**Approve Consent Agenda:**

**Motion by Mr. Malyurek second by Mr. Barnum to approve the Consent Agenda, including the August 2023 Accounts Payable Summary, and the August 16, 2023, Regular Board Meeting 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 4,590 passengers go through the airport in August. This makes 35,363 passengers for the year.
- ILS – Our technician has been tested and approved. The airport is scheduled for an FAA flight check in the first part of October. Senator Borrasso's office is aware of this situation and is monitoring it.
- Building 34 – Todd was asked by a board member to get information on this building for the board meeting. This building was built in 1987 and is a steel-frame steel-sided building 40'X60'X16' tall. It has a concrete floor with two overhead doors and one walk-through. One door has an opening of 15' and one has an opening 20' wide. The building is in average condition with no gas only electricity to the building. It is currently being rented out as a cold storage building at a rate of \$265.00 a month.
- Next airport board meeting – The next meeting will be held at the new General Aviation Building, 2000 Airport Road Building 16, on October 18, 2023, at 4 p.m.

**Engineers Report – Pat Stetson and Tim Wick:**

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

- 2021 General Aviation Terminal:  
The demolition of the front of the building is complete. The contractor will begin reskinning the existing portion of the building this week.

Due to a water leak, there was some damage to the new terminal. The damage is minimal with cracks in the drywall and the contractor will complete the repairs when they are constructing the bathroom in the hangar.

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
September 20, 2023**

- Terminal Generator  
One bid was received on April 11, 2023, from Scott Brothers Electric, Inc totaling \$713,549.90. The generator and ATS is on order with no delivery date yet. Construction will begin in 2024.
  
- Sewer Lift Station  
Task Order 8 – County Only Project  
The bid totaling \$376,206.00 was awarded to DRM, Inc.  
  
DRM sent a tentative schedule.
  - The underground electrical – September 2023
  - The Notice to Proceed – September 25, 2023
  - Install new Lift Station in January 2024. This could be moved up to an earlier date depending on when the new pump package is received.
  
- Acquire SRE – Dedicated Broom  
Task Order 11 – FAA Entitlement (93.75% FAA, 3.75% State, 2.5% PFC)  
M-B Companies came in as low bid at \$791,637.00.  
The equipment is currently 450 days out making the delivery date October 25, 2024.
  
- Rehabilitate GA Apron  
Task Order 12 – FAA BIL (93.75% FAA, 3.75% State, 2.5% PFC)  
Powder River Construction came in as low bid at \$765,904.00.  
Powder River Construction is planning to begin the project on September 25, 2023
  
- South Side Hangar Development  
Task Order 13  
  
CATEX was submitted to the FAA on March 16, 2023.  
Response from the FAA regarding the submitted CATEX requests some revisions.  
Morrison and Maierle is working on the revisions and will submit a revised CATEX addressing the FAA comments in the next project.  
The WACIP has been revised for the FY 2024 taxiway project utilizing 2023 and 2024 BIL monies.
  
- 2024 Statewide Airport Crack Sealing (WYDOT AGMP37A)

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
September 20, 2023**

80% State 20% Local (PFC)

WYDOT handles all the engineering including bidding, plans and specs. Construction is anticipated for the Spring of 2024. MMI has already performed field measurement and submitted the results to WYDOT.

Cost Estimate based off 2023 bid tabs.

o WYDOT (80%)	\$165,469.70
o Local (20%)	<u>\$41,367.43</u>
o Total	\$206,837.13

Bidding will take place in early 2024.

- 2024 Pavement Marking (AGC015A)

Task Order 14 90% State 10% Local

WYDOT handles all the engineering including bidding, plans and specs. Construction is anticipated for the Spring of 2024.

Cost Estimate based off 2023 bid tabs.

o WYDOT (80%)	\$197,934.87
o Local (20%)	<u>\$21,992.76</u>
o Total	\$219,927.63

- Rehabilitate RW 16/34 Study

Task Order 5 – 80% State 20% GCC PFC.

The runway design is slotted for 2024 with construction in 2025.

There was a meeting held with the FAA and WYDOT on September 25, 2023, to determine the scope of work for 2024.

**RFQ for Consultant Selection – Director Chatfield:**

Mr. Chatfield presented a drafted RFQ of Engineering Consulting to the board for their review and approval. He explained the current contract doesn't expire until May 2024 but with the South Side Development project being slated for next spring it is advisable to begin the process of selection now. After discussion **Mr. Porch moved to approve the RFQ as presented and authorize Director Chatfield to advertise the RFQ, second by Mr. Malyurek. Motion carried.** President Lindblom requested Mr. Barnum and Mr. Malyurek meet to review the RFQ's and make a recommendation at the October board meeting.

**South Side Hangar Development – Director Chatfield:**

Mr. Chatfield addressed the board stating that prior to the commencement of the project it would be advisable for the board to set hangar color and construction specifications. By doing this the development would have consistency in hangar construction and

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
September 20, 2023**

potential builders would know the boards expectations prior to construction. After discussion President Lindblom requested a committee be formed between Mr. Porch, Mr. Faber, and Director Chatfield to address this. Mr. Chatfield will reach out to the committee members to arrange meeting times.

**Schamber Hangar Development:**

Mr. Chatfield updated the board on the construction of the Schamber hangar development. He suggested the board wait to sign a lease with the Schamber's until a Certificate of Occupancy has been approved. After discussion the board agreed that the lease term will begin after the Certificate of Occupancy has been received. Director Chatfield will send a draft copy of the lease for the board to review so when the Schamber's are ready to occupy the hangar the lease is ready for signature. At which point the board advised that President Lindblom could sign the lease without bringing it to the board for approval.

**GateOne Sign Approval:**

Director Chatfield presented pictures and plans for installation of the proposed GateOne signage. After discussion **Mr. Faber moved to approve the signs and installation as presented, second by Mr. Porch. Motion carried.**

**Executive Session Personnel**

**Motion by Mr. Porch to adjourn from the regular Airport Board meeting at 4:50 p.m. into an Executive Session, second by Mr. Faber. Motion carried.**

**Motion by Mr. Faber, second by Mr. Barnum to reconvene to the regular board meeting at 5:28 p.m. Motion carried.**

**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. Porch. Motion carried.**

Respectfully Submitted,

Brock Porch, Secretary/Treasurer

Owen Lindblom, President

## Directors Report

### October 18, 2023, Airport Board Meeting

- Passenger Statistics – The airport had 4,417 passengers fly in and out of the airport in September. This makes 39,780 passengers for the year.
- ILS – This project keeps dragging on, and we hope to have the ILS back up this month. We believe the FAA will let us use the first flight check and then have a 90-day follow-up flight check after the ILS goes into service.
- New Employee – I would like to introduce and welcome our new operations employee, Jeff Mooney. We feel that Jeff will be a good fit for the airport. The operations department is fully staffed currently.
- Next airport board meeting – The next meeting will be held at the new General Aviation Building, 2000 Airport Road Building 16, on November 15, 2023, at 4 p.m.



# ENGINEER'S REPORT

Northeast Wyoming Regional Airport Board Update  
October 18, 2023



## **2021 General Aviation Terminal – FAA AIP 047, AIP 050; WYDOT AGC003A**

Task Order 3

AIP 47 Grant - \$3,010,742.00; AIP 50 Grant - \$300,000; Awarded to Van Ewing Const.

### Items to Note:

### Action Items:

- Re-skinning the south side is done, working on the bathroom inside.
- Some water damage to be repaired in new terminal.

## **Terminal Generator**

Task Order 7 – County Only Project

Awarded to Scott Brothers Electric, Inc. - \$ 713,549.90

### Items to Note:

- Generator and ATS's on order. Construction in 2024

### Action Items:

## **Airport Sewer Lift Station**

Task Order 8 – County Only Project

Awarded to DRM, Inc. - \$376,206.00

### Items to Note:

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### Action Items:

- DRM sent a tentative schedule.
  - Underground electrical finished.
  - Install new Lift Station in early 2024.

## **Acquire SRE Carrier Vehicle with Dedicated Broom – FAA AIP 054; WYDOT AGC021A**

Task Order 11 – FAA Entitlement (93.75% FAA, 3.75% State, 2.5% PFC's)

### Items to Note:

- M-B Companies, Inc. low bidder – \$ 791,637.00

### Action Items:

- NTP on Aug. 2<sup>nd</sup>, 2023
- 450 Days – Oct. 25<sup>th</sup>, 2024.

**Rehabilitate GA Apron – FAA AIP 053; WYDOT AGC014A**

Task Order 12 – FAA BIL (93.75% FAA, 3.75% State, 2.5% PFC's)

Items to Note:

- Powder River Construction, Inc. low bidder - \$ 765,904.00

Action Items:

- Demo done
- Lean concrete done
- Surfacing started this week
- CO 1 – Remove concrete that exceeded maximum slope and place concrete back inside AOA and a sidewalk to access the maintenance hangar from landside.

**South Side Hangar Development Utility Study**

Task Order 13

Items to Note:

- CATEX submitted to FAA on March 16<sup>th</sup>, 2023.

Action Items:

- MMI has finished water modeling of existing system.
- Received response from FAA on CATEX.
- Will submit a revised CATEX addressing FAA Comments in the next project.
- Revised WACIP for a FY 2024 taxilane project utilizing 2023 and 2024 BIL monies.

**2024 Statewide Airport Crack Sealing – WYDOT AGMP37A**

80% State, 20% Local

Items to Note:

- WYDOT handles all the engineering ie. bidding, plans, and specs.
- Construction anticipated for Spring 2024.
- MMI has already performed field measurements and submitted to WYDOT.
- COST ESTIMATE \*based off of 2023 bid tabs

○ WYDOT (80%)	\$165,469.70
○ LOCAL (20%)	<u>\$ 41,367.43</u>
○ TOTAL	<u>\$206,837.13</u>

Action Items:

- Bidding early 2024.

**2024 Mark Pavements – AGC015A**

Task Order 14? –90% State, 10% Local

Items to Note:

- WYDOT handles all the bidding, MMI handles the plans and specs.
- Construction anticipated for Spring 2024.
- CONSTRUCTION COST ESTIMATE \*based off of 2023 bid tabs

○ WYDOT (90%)	\$197,934.87
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- LOCAL (10%)            \$ 21,992.76
- TOTAL                    \$219,927.63

Action Items:

- Sign Task Order 14? with MMI at a later date.

**Rehabilitate RW 16/34 – AIP TBD; WYDOT AGC011A**

Task Order ? – 80% State 20% GCC PFC

Items to Note:

- Runway design is slotted for 2024 with construction in 2025.

Action Items:

- Pre-Design meeting with FAA and WYDOT on Sept. 25<sup>th</sup> was cancelled. Rescheduled sometime in November.
- Had a scoping meeting on Oct. 10<sup>th</sup>.

**FAA Bipartisan Infrastructure Law (BIL) Funds for Terminals**

- Will submit for FY2024 this fall.

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**NORTHEAST WYOMING REGIONAL AIRPORT**  
**STORAGE LEASE AGREEMENT**

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**THIS AGREEMENT was made and entered into this 1st day of November 2023 by and between the Northeast Wyoming Regional Airport (Lessor) and \_\_\_\_\_ (Lessee), of \_\_\_\_\_.**

**WHEREAS**, Lessee desires to lease storage space in Building #34 and,  
**WHEREAS**, the Northeast Wyoming Regional Airport has Building #34 available.

**NOW, THEREFORE**, it is understood and agreed as follows:

1. **Premises and Term.** Lessor will lease to Lessee the premises, more particularly identified below, for the following period commencing November 1, 2023, and terminating October 31, 2024, unless sooner terminated under the terms of the Lease.

Building #34

2. **Payment.** The rent is due in monthly installments of \$\_\_\_\_\_dollars for Building #34 and in advance, without demand, at the commencement of this Lease and on the first day of each succeeding month during the lease term. If the monthly payment is not received in the airport office by the tenth (10) working day of the month, a hundred dollar (\$100.00) late fee shall be assessed for each month the payment is delinquent. The monthly rental payment may be adjusted annually on July 1<sup>st</sup> of each anniversary year of this Lease. In no event shall the monthly rental payment be less than \_\_\_\_\_for the Leased property. In the event of early termination of said lease by default or notice, Lessee shall not be entitled to a return of rent based on a calculation of prepaid rent.

3. **Use of Premises.** The parties hereto agree that the premises leased herein shall be used to facilitate personal storage. Lessee may not store or dispose of any property outside of the premises. Lessee shall not use the premises for any illegal or

otherwise prohibited activity. Violation of this provision shall constitute sufficient grounds for cancellation of this Lease. Failure of Lessee to utilize the leased premises for personal, private storage may result in early termination of this Lease.

4. **Compliance with Rules and Regulations.** Lessee shall comply with all Airport instructions, rules, regulations, and maintenance, as well as all state, local, and federal regulations presently in effect or as may be imposed or amended in the future.

5. **Maintenance of Premises.** Lessee shall maintain and return the premises in a neat and clean condition. Lessee shall not allow accumulation of junk or debris within and around the premises. If said maintenance or a correction of violations of said maintenance is not performed within thirty (30) days of written notice, the Lessor, at the discretion of the Lessor, may perform the maintenance and be reimbursed by the Lessee, or termination of Lease may result. The Lessee shall be responsible for the snow removal needed to access the leased premises. Lessee's snow removal shall not interfere with airport activities or access to other airport facilities. Private vehicles must be parked to not interfere with Airport activities or access to other airport facilities.

6. **Utilities.** Lessee is responsible for all utility hook-ups and meters (if applicable) for the leased premises, which shall be separately metered and billed to Lessee.

7. **Fixtures.** Any improvements, fixtures, repairs, or alterations to the leased premises are forbidden unless prior written approval is obtained from the Lessor. Any such improvements, fixtures, repairs, or alterations of a permanent nature shall remain on the leased premises at the termination of this Lease. Any equipment failure or irregularity damage must be immediately reported to Airport Management.

8. **Successors and Assignments.** There shall be no sublease or assignment of this Lease Agreement without the prior written approval of the Lessor. Any such assignment or agreement shall bind the successor and assign to the terms contained

herein.

9. **Insurance.** At all times during the lease term, Lessee, at its expense, shall maintain a comprehensive general liability insurance policy with respect to the maintenance, use, operation, and condition of the premises, which shall name Lessor as an additional insured. Lessee will need to make sure the insurance requirements of the airport minimum standards are met, but in no event shall the comprehensive policy of insurance be less than a Combined Single Limit - \$1,000,000 aggregate, for each accident/occurrence. A copy of said policy and certificate of insurance shall be deposited with the Lessor within thirty (30) days of execution of the Agreement. Failure to submit such proof of insurance within acceptable policy limits shall be sufficient grounds to terminate this Lease.

10. **Termination.** This Lease may be terminated prior to the end of the lease term by either party by giving written notice at least thirty (30) days in advance and mailed to the parties as set forth below:

LESSOR: Northeast Wyoming Regional Airport  
2000 Airport Road, Suite 108  
Gillette, Wyoming 82716

LESSEE:

11. **Default.** Any of the following events shall be considered a default under the terms of this Lease Agreement.

- (a) Failure to comply with any terms or provisions of this Agreement.
- (b) Failure to pay when due any rent or other payments required by this Agreement.
- (c) Failure to provide insurance as required herein.

Upon the occurrence of any of the above events, a default will have occurred, and Lessor, at its option, may declare the lease term ended and may enter and

retake possession of the premises with or without process of law. If at any time said lease term shall be ended by the election of the Lessor or in any other way, the Lessee, his successor, agents, or assigns agree to surrender and deliver up the premises peaceably to the Lessor. Upon such termination, the Lessee shall remove the property of the Lessee within thirty (30) days after such termination. All property left on the premises after such period of time shall be deemed to be abandoned by the Lessee and may be disposed of as deemed appropriate in the sole discretion of the Lessor. Notice of termination shall be deemed sufficient if given in writing or verbally by the Lessor or other designee to the undersigned Lessee at the address designated on the Lease. If Lessee remains in possession of the leased premises after default and notice thereof, or after notification of termination for more than thirty (30) days after the termination of this lease, Lessee shall be deemed guilty of forcible detainer and shall be subject to statutory provisions for eviction and removal.

12. **Attorney's Fees.** The parties agree that in the event either party finds it necessary to take legal action to enforce any of the terms or provisions of this Agreement, the successful party to such action shall be entitled to receive from the unsuccessful party all costs, expenses, and attorney's fees.

13. **Amendment or Alteration.** This Agreement may be amended by agreement of the parties by signed writing.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement this \_\_\_\_ day of \_\_\_\_\_

**NORTHEAST WYOMING REGIONAL AIRPORT  
CAMPBELL COUNTY, WYOMING  
LESSOR:**

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

Todd Chatfield, Airport Director

Attest:

\_\_\_\_\_  
Administrative Coordinator

**LESSEE:**

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

STATE OF WYOMING }  
                          } ss  
COUNTY OF CAMPBELL }

The foregoing Northeast Wyoming Regional Airport Hangar Lease Agreement was signed before me personally by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness my hand and seal.

\_\_\_\_\_  
Notary Public

DRAFT



DRAFT