



*Luke Malyurek, President*

*Adrian Gerrits, Vice President  
Owen Lindblom, Secretary/Treasurer  
Greg Schreurs, Member  
Lewis Barnum, Member*

**Northeast Wyoming Regional Airport Board Agenda  
4 p.m. Wednesday, April 21, 2021  
Fulkerson Operations Facility  
2440 Airport Road**

A. Consent Agenda Items For Consideration:

Documents:

[SPECIAL BOARD MEETING MARCH 29 2021.PDF](#)  
[APRIL 2021 PURCHASE ORDER SUMMARY.PDF](#)  
[AIRPORT BOARD MEETING MINUTES MARCH 2021.PDF](#)

B. Director's Report - Todd Chatfield

Documents:

[DIRECTORS REPORT APRIL.PDF](#)

C. Engineer's Report - Mr. Wick And Ms. Bourne

Documents:

[ENGINEERS REPORT.PDF](#)

D. GA Terminal Building - Interim Director Chatfield

E. Home Fire Foods Lease Renewal - Interim Director Chatfield

Documents:

[CAFE LEASE.PDF](#)

F. Flightline LFS, Inc. Update - Ms. Steward

G. Adjourn

Note: The next Airport Board meeting is scheduled for Wednesday, May 19, 2021 at 4 p.m. at the Fulkerson Airport Operations Facility. Agenda items for consideration must be approved by the Airport Interim Director no later than the Thursday prior to the board meeting.

**Special Board Meeting of the Northeast Wyoming Regional Airport Board  
March 29, 2021**

Airport Board President Malyurek called the meeting to order at 3:00 p.m. Members present were Mr. Lindblom and Mr. Barnum. Mr. Gerrits and Mr. Schreurs joined the meeting via telephone.

**Airport Operational Budget 2021/2022:**

Interim Director Chatfield presented the Airport Operational Budget for approval. **Mr. Lindblom moved to approve the Operational Budget for FY 2021/22 as presented, second by Mr. Barnum. Motion carried.**

**Airport Revenue Budget 2021/2022:**

Mr. Chatfield presented the Revenue Budget Committee's suggested Rates and Charges to the Airport Board for review and discussion.

**The Committee Recommendations Are as Follows:**

\$.01 increase for the Private Hangar Land leases  
\$1,000.00 increase for the Flightline LFS lease rate  
\$0.02 per gallon increase for the Fuel Flowage fee  
1.3% (2020, 4<sup>th</sup> Quarter NE Wy CPI) increase for CC Car Wash  
1.3% increase for the SkyWest Counter Space lease

**Mr. Lindblom moved to approve the presented rates and charges as follows.**

**Private Hangars – Increase .01 per square foot**

**Flightline LFS, Inc. – Increase by \$1,000 per month for the building lease**

**Flowage Fee – Increase by .02 per gallon**

**Airline Counter Space – Increase by NE Wyoming CPI 1.3%**

**CC Car Wash – Increase by NE Wyoming CPI 1.3%**

**Second by Mr. Barnum.**

After an extensive discussion amongst the Airport Board, Interim Director, and representatives from Flightline LFS regarding the proposed Flightline LFS lease rate increase, President Malyurek suggested that the FBO lease rate remain unchanged until lease negotiations at which time the lease rate will be determined. **Mr. Gerrits moved to amend the original motion to exclude the increase of the Flightline, LFS lease rate, second by Mr. Schreurs. Motion carried There being no further discussion, motion as amended carried.**

**Adjourn**

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

Respectfully Submitted,

Owen Lindblom, Secretary/Treasurer

Luke Malyurek, President

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 3/18/21

Branch/Plant . 751  
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
KNOX BOX	21008085	OP	566240 FIB MSTRCRD AIRPORT	03/17/21	EA			429.00
SHIPPING	21008085	OP	566240 FIB MSTRCRD AIRPORT	03/17/21	EA			30.00
BIRD BANGERS	21008085	OP	566240 FIB MSTRCRD AIRPORT	03/17/21	EA			85.99
SHIPPING	21008085	OP	566240 FIB MSTRCRD AIRPORT	03/17/21	EA			14.99
								559.98
Northeast Wyoming Regional								559.98
								559.98

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 3/19/21

Branch/Plant . 751  
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
BIRD BANGER/MISC.	21008234	OP	566240 FIB MSTRCRD AIRPORT	03/19/21	EA			48.99
								48.99
Northeast Wyoming Regional								48.99
								48.99

CAMPBELL COUNTY  
Airport Open Purchase Orders

Branch/Plant . 751  
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
M. TERM CABLE 3/14/21-4/13/21	21008272	OP	477634 CHARTER COMM CABLE	03/22/21	EA			188.99
CELL PHONE PLAN 02/05-03/04	21008273	OP	592683 ATT AIRPORT	03/22/21	EA			61.22
ON-CALL PHONE	21008273	OP	592683 ATT AIRPORT	03/22/21	EA			32.19
660-8623	21008273	OP	592683 ATT AIRPORT	03/22/21	EA			29.19
680-7698	21008273	OP	592683 ATT AIRPORT	03/22/21	EA			44.49
TABLET	21008273	OP	592683 ATT AIRPORT	03/22/21	EA			43.23
								399.31
Northeast Wyoming Regional								399.31
								399.31

Branch/Plant . 751  
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Receive Amount
MARCH 2021 CERT. OPERATOR	21008509	OP	571524 WATER GUY	03/29/21	EA			438.00
MONTHLY BACTERIA SAMPLE	21008509	OP	571524 WATER GUY	03/29/21	EA			22.00
PAPER, BINDERS, DIVIDERS	21008510	OP	389167 OFFICE DEPOT	03/29/21	EA			52.28
M-B BRUSHES	21008513	OP	646776 M B COMPANIES	03/29/21	EA			2,687.00
HOSE ASSY	21008515	OP	613157 BOBCAT OF GILLETTE	03/29/21	EA			139.57
MILEAGE REIMB MTGS/TRN	21008520	OP	469634 BESEL, SHELLY R.	03/29/21	EA			49.28
TIRE LABOR	21008759	OP	106649 BIG HORN TIRE	04/08/21	EA			15.00
TAIL LIGHT	21008759	OP	106649 BIG HORN TIRE	04/08/21	EA			50.31
BIRD BANGER SUPPLIES	21008760	OP	566240 FIB MSTRCRD AIRPORT	04/08/21	EA			187.94
CHLORINE CYLINDER	21008761	OP	477378 HAWKINS	04/08/21	EA			10.00
WASTE REMOVAL - MARCH 2021	21008762	OP	298441 WASTE CONNECTIONS	04/08/21	EA			677.14
DE-ICER INSTALL SUPPLIES	21008763	OP	640913 MENARDS AIRPORT	04/08/21	EA			13.24
FLOOR DRY	21008763	OP	640913 MENARDS AIRPORT	04/08/21	EA			49.90
FUEL FARM PORTA POTTY	21008764	OP	111587 PAINTBRUSH SERVICES	04/08/21	EA			130.00
FLOOR DRY	21008765	OP	687543 RECORD SUPPLY	04/08/21	EA			109.90
ATC FUSE KIT	21008765	OP	687543 RECORD SUPPLY	04/08/21	EA			4.74
MB HEADLIGHTS	21008765	OP	687543 RECORD SUPPLY	04/08/21	EA			25.64
5 GALLONS OF SODIUM SILICATE	21008766	OP	571524 WATER GUY	04/08/21	EA			125.00
50% MRKT GRANT MARCH 2021 ADV	21008775	OP	625713 WESTON CO GAZETTE	04/08/21	EA			22.75
50% CO MATCH MARCH 2021 ADV	21008775	OP	625713 WESTON CO GAZETTE	04/08/21	EA			22.75
NATURAL GAS MARCH 2021	21008966	OP	623195 BLACK HILLS ENRG GAS	04/14/21	EA			3,785.19
REAR TURN SIGNAL LIGHT	21008967	OP	613157 BOBCAT OF GILLETTE	04/14/21	EA			50.31
1400 W LAKEWAY ROAD MARCH2021	21008968	OP	107203 CITY GILLETTE UTIL	04/14/21	EA			38.95
BUNKER GEAR HOOD	21008969	OP	276074 L N CURTIS & SONS	04/14/21	EA			195.42
10 (5) GAL JUGS OF WATER	21008970	OP	413403 WYOMING WATER SOL	04/14/21	EA			70.00
TOD LOVE - ASC REG FEE	21008971	OP	566240 FIB MSTRCRD AIRPORT	04/14/21	EA			400.00
OVERFILL PREVENTION TESTING	21008973	OP	687869 PDQ SERVICE	04/14/21	EA			863.80
OPS CBL/INT 4/10/21-5/9/21	21009050	OP	477634 CHARTER COMM CABLE	04/15/21	EA			236.56
								10,472.67
Northeast Wyoming Regional								10,472.67



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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 Quantity	Receive Amount
93.75 TAXIWAY CONST AIP 45	21008776	OP	618767 MORRISON MAIERLE	04/08/21	EA			43,187.62
93.75% FAA TAXIWAY CNST AIP45	21008779	OP	618767 MORRISON MAIERLE	04/08/21	EA			89,374.44
								132,562.06
FAA AIRPORT IMPROVEMENT PROG								132,562.06

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 4/15/21

Branch/Plant . 10440  
FAA CARES ACT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive . . . Amount
DE-ICER ATTC COMP&PLMB INST	21008523	OP	532031 SPENCER FLUID POWER	03/29/21	EA			3,343.52
2.5% TAXIWAY CONST AIP-45	21008778	OP	618767 MORRISON MAIERLE	04/08/21	EA			1,151.68
2.5% CARES TAXIWAY CNST AIP45	21008781	OP	618767 MORRISON MAIERLE	04/08/21	EA			2,383.33
								6,878.53
FAA CARES ACT								6,878.53

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Date - 4/15/21

Branch/Plant . 20101  
AIRPORT NAVAID

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
NAVAID GRANT 100% 4/1-6/30/21	21008767	OP	651479 DBT TRANSPORTATION	04/08/21	EA			6,312.08
								6,312.08
			AIRPORT NAVAID					6,312.08

Branch/Plant . 20102  
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
50% MRKT GR SPRING CMFG/RADIO	21008518	OP	556210 ADBAY COM	03/29/21	EA			231.25
50% CO MATCH SPR CMFGN/RADIO	21008518	OP	556210 ADBAY COM	03/29/21	EA			231.25
50% MRKT GRANT MARCH 2021 ADV	21008768	OP	392921 BASIN RADIO NETWORK	04/08/21	EA			64.87
50% CO MATCH MARCH 2021 ADV	21008768	OP	392921 BASIN RADIO NETWORK	04/08/21	EA			64.88
50% MRKT GR MARCH 2021 ADV	21008769	OP	361092 DOUGLAS BUDGET	04/08/21	EA			70.00
50% CO MATCH MARCH 20201 ADV	21008769	OP	361092 DOUGLAS BUDGET	04/08/21	EA			70.00
50% MRK GR 03/21 KOAL ADV	21008770	OP	573263 KEYHOLE BROADCASTING	04/08/21	EA			65.00
50% CO MTCH 03/21 KOAL ADV	21008770	OP	573263 KEYHOLE BROADCASTING	04/08/21	EA			65.00
50% MRK GRANT 3/21 KOOL ADV	21008770	OP	573263 KEYHOLE BROADCASTING	04/08/21	EA			40.00
50% CO MATCH 3/21 KOOL ADV	21008770	OP	573263 KEYHOLE BROADCASTING	04/08/21	EA			40.00
50% MRKT GRANT MARCH 2021 WEB	21008772	OP	113275 NEWS RECORD	04/08/21	EA			212.50
50% CO MATCH MARCH 2021 WEBAD	21008772	OP	113275 NEWS RECORD	04/08/21	EA			212.50
50% MRKT GRANT FIDS 4/2021	21008773	OP	575963 OAG FLIGHTVIEW	04/08/21	EA			145.25
50% CO MATCH FIDS 4/2021	21008773	OP	575963 OAG FLIGHTVIEW	04/08/21	EA			145.25
50% MRKT GRANT MARCH 2021 ADV	21008774	OP	623689 POWDER RIVER EXAM	04/08/21	EA			60.00
50% CO MATCH MARCH 2021 ADV	21008774	OP	623689 POWDER RIVER EXAM	04/08/21	EA			60.00
50% MRKT GRANT MARCH 2021 ADV	21008962	OP	621667 BLACK HILLS PIONEER	04/14/21	EA			358.25
50% CO MATCH MARCH 2021 ADV	21008962	OP	621667 BLACK HILLS PIONEER	04/14/21	EA			358.25
50% MRKT GRANT MARCH 2021 ADV	21008963	OP	661941 KSLT KLMP KTPT	04/14/21	EA			150.00
50% CO MATCH MARCH 2021 ADV	21008963	OP	661941 KSLT KLMP KTPT	04/14/21	EA			150.00
50% MRKT GRANT WEB COMP APR21	21008965	OP	575963 OAG FLIGHTVIEW	04/14/21	EA			102.54
50% CO MATCH WEB COP APRIL 21	21008965	OP	575963 OAG FLIGHTVIEW	04/14/21	EA			102.54
								2,999.33
AIRPORT MARKETING								2,999.33

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CAMPBELL COUNTY  
Airport Open Purchase Orders

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Branch/Plant . 20110  
WYDOT AIRPORT IMPROVEMENT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
3.75% TAXIWAY CONSTRUCTION	21008777	OP	618767 MORRISON MAIERLE	04/08/21	EA			1,727.50
3.75% WYDOT TXIWAY CONST AIP45	21008780	OP	618767 MORRISON MAIERLE	04/08/21	EA			3,574.97
								5,302.47
WYDOT AIRPORT IMPROVEMENT								5,302.47
								164,527.14

**Regular Meeting of the Northeast Wyoming Regional Airport Board  
March 17, 2021**

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

**Approve Consent Agenda:**

**Motion by Mr. Lindblom, second Mr. Schreurs to approve the Consent Agenda, including the Purchase Order Summary and the February 17, 2021 Airport Board Minutes. Motion carried.**

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

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

**Passenger Statistics**

February passenger statistics show a MTD 51% decrease from February 2020 and a YTD decrease of 51%. Advanced bookings for spring break week were high enough to warrant a second flight per day for the week. Additionally, advanced bookings for the first week in April will warrant a second flight per day. Advanced bookings will be monitored to determine the flight frequency in the upcoming months. This will save money in the CPA account and our local funds until the enplanements pick up. Our bookings are very encouraging for June and July at this point.

**Mask Mandate**

The Campbell County Commissioners request for a mask mandate variance has been approved. This variance allows the citizens of Campbell County to discontinue the requirement for face coverings in public and businesses that do not otherwise require face masks being worn.

The Governor has also eased the restrictions for Wyoming which started on March 16, 2021 pertaining to most businesses not having mandatory mask mandates.

The airport is required to follow the Federal Directive as directed by President Biden's Executive Order to "Promote COVID-19 Safety in Domestic and International Travel". This Executive Order states all passengers who appear older than two years of age are required to wear face masks fully covering the nose and mouth. This applies to all areas of the airport, including the TSA checkpoint. A TSA Officer will ask the traveler to temporarily lower their mask to verify and confirm identity. This Executive Order doesn't expire until May 11, 2021

**Wyoming Airports Coalition**

Wyoming Airports Coalition membership voted in officers at their last membership meeting and Mr. Chatfield has been elected as the new President of the board. Mr. Lundell and Mr. Chatfield have served on this board for the past several years. Mr. Lundell most recently held the office of President and Mr. Chatfield Vice President.

### **Airport Equipment/Terminal**

The airport has taken the de-icing truck to Spencer Hydraulics, and all the plumbing has been completed. The next step is to hook up the monitor and program the system. WYDOT as offered to help with this task.

The terminal roof project is still underway the contractor has now started on replacing the sky lights. The first section of new skylights has been installed.

### **Airshow 2021**

Staff is researching putting on an air show fly-in, car and motorcycle show late this upcoming summer. With budget cuts and very little funds the cost of a full-blown air show is not feasible at this time, therefore staff thought this option would still get the airport involved with the community until funds allow for a bigger show. Staff is also discussing the possibility of having the Vietnam Traveling Memorial during the Air Show.

### **Next Airport Board Meeting**

The next airport board meeting is a scheduled quarterly meeting with the County Commissioner on Wednesday, April 21, 2021 at 4 p.m. Airport staff will be asking for a commissioner's agenda prior to the meeting

### **Engineers Report – Mr. Wick:**

Mr. Stetson and Ms. Bourne of Morrison and Maierle presented the engineer's report to the Airport Board.

### **Parallel Taxiway A&E Connection and Relocation of Taxiway D&B**

The closeout has been submitted to the FAA.

### **2021 General Aviation Terminal**

The project went out for bid on March 19, 2021, the pre-bid will be held on March 30, 2021 and the bid opening will be held on April 15, 2021.

### **Rehabilitate Runway 16/34**

Ms. Bourne will bring a task order before the board for their review and signature at the April board meeting.

### **DBE/ACDBE**

ACDBE reporting has been approved and a new plan is needed. A new DBE plan is also needed.

### **SWPP**

The SWPP has been submitted.

### **SPCC**

The SPCC is in progress.

**Airport Budgets 2021/2022 – Operations, Revenue, and Capital Outlay:**

Interim Director Chatfield presented the Capital Outlay Budget for approval. **Mr. Schreurs moved to approve the Capital Outlay budget for FY 2021/22 as presented, second by Mr. Lindblom. Motion carried.**

Mr. Chatfield has not received final numbers for employee salaries from Human Resources and he would like to meet with the Budget Committee to discuss rates and charges prior to presenting the Operations and Revenue Budgets for approval. Mr. Chatfield requested a special board meeting be held and will poll the board with a date for the meeting after the two budgets are ready to present for consideration and approval.

**Application for Federal Assistance SF -424:**

Mr. Chatfield presented the Application for Federal Assistance SF – 424 forms to the Airport Board for their review and approval. The applications are for the CRSSA Grant in the amount of \$1,010,021.00 and the Concessions Grant in the amount of \$6,317.00. Upon approval by the Airport Board Mr. Chatfield will request approval by the County Commissioners to apply for the Federal Assistance for these two Grants. **Mr. Lindblom moved to approve the Application for Federal Assistance SF-424 CRSSA Grant in the amount of One Million Ten Thousand Twenty One Dollars (\$1,010,021), second by Mr. Schreurs. Motion carried.**

**Mr. Lindblom moved to approve the Application for Federal Assistance SF-424 Concessions Grant in the amount of Six Thousand Three Hundred Seventeen Dollars (\$6,317), second by Mr. Schreurs. Motion carried.**

**Airport Resolution No. 6 – Assignment of Interest from Rovar, LLC.**

The old car wash building currently owned by Rovar, LLC will need to be moved prior to construction. Resolution No. 6 is the first step in the process of removal and Mr. Chatfield presented Resolution No. 6 to the Airport Board for their review and approval. **Motion by Mr. Schreurs to approve Airport Resolution No. 6 the Assignment of Interest from Rovar, LLC. Airport Building No. 22., second by Mr. Barnum. Motion carried.** Mr. Chatfield will bring options for removal before the board at a future meeting.

**Flightline LFS Update**

Ms. Steward gave the Airport Board the following update:

Ms. Steward discussed the loss of revenue due to lower fuel sales. Flightline is hoping to see an increase in the coming months.

The new Flight Instructor is doing well and has 11 students enrolled.



**Adjourn**

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

Respectfully Submitted,

Owen Lindblom, Secretary/Treasurer

Luke Malyurek, President

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## **Directors Report**

**April 21, 2021**

1. **Passenger Statistics:** Total passengers for the month of March were 2755 total passengers. This is down 17% for the month and 42% for the year. Starting on May 5 we will have three flights a day except for Tuesdays and Wednesdays. On those days we will have two flights per day.
2. **Sign Update:** I sent out earlier in the month pictures of the sign during construction. The projected sign install is planned for the first week in May. This was moved back due to the demolition company's schedule.
3. **Budgets:** All the airports budgets have been turned in. I will be prepared to present and explain our changes if asked to do so by the commissioners.
4. **May Board Meeting:** I will be gone for my last GALI obligation during the May airport Board Meeting. Tod Love will present the directors report for that board meeting.

**ENGINEER'S REPORT**  
Northeast Wyoming Regional Airport  
April 2021 Board Meeting



**Parallel Taxiway A & E Connection and Relocate Taxiway D & B - AIP 45 – 2019**

Closeout Submitted to FAA

**2021 General Aviation Terminal**

Bid Opened April 15<sup>th</sup>

DESCRIPTION	Engineer's Estimate	S&S Builders, LLC
Schedule 1 - GA Terminal Construction (12% Non-Eligible)	\$1,499,300.00	\$2,373,425.00
Schedule 2 - GA Terminal Parking Lot and Utility Construction	\$527,107.00	\$663,472.95
Bid Alternative 1 - GA Terminal Maintenance Garage (Non-Eligible)	\$123,500.00	\$116,003.62
Bid Alternative 2 - Existing GA Terminal Demolition	\$247,400.00	\$243,726.17
Total Schedule 1, Schedule 2, Bid Alt 1 and Bid Alt 2	\$2,397,307.00	\$3,396,627.74
Total Schedule 1, Schedule 2 and Bid Alt 2	\$2,273,807.00	\$3,280,624.12

**Rehabilitate RW 16/34**

Scope of work

**DBE/ACDBE**

New DBE plan needed when new director is named  
New ACDBE plan needed when new director is named

**SWPP**

Submitted

**SPCC**

In progress

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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 March 1, 2021 and shall continue until February 28, 2022, 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 café 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 21<sup>st</sup> day of April 2021.

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

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

Luke Malyurek, 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 \_\_\_\_\_ 2021.

Witness my hand and seal.

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

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