



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, July 21, 2021
Fulkerson Operations Facility
2440 Airport Road

- A. Pledge
- B. Commissioner's Agenda
- C. Consent Agenda Items For Consideration:

Documents:

[JULY 2021 PO SUMMARY.PDF](#)
[SPECIAL BOARD MEETING JULY 7 2021.PDF](#)
[AIRPORT BOARD MINUTES JUNE 2021.PDF](#)

- D. Director's Report - Todd Chatfield

Documents:

[JULY 2021 DIRECTORS REPORT.PDF](#)

- E. Engineer's Report - Morrison Maierle - Pat Stetson

Documents:

[JULY 2021 ENGINEERS REPORT.PDF](#)

- F. Van Ewing Construction Contract (FBO Terminal Project) - Todd Chatfield/Pat Stetson

- G. Habitat Management Lease Agreement - Interim-Director Chatfield

Documents:

HABITAT MANAGMENT LEASE.PDF

H. Social Media/Marketing Update - Shelly Besel

I. Flightline LFS, Inc. Update - Mickey Steward

J. Adjourn

Note: The next Airport Board meeting is scheduled for Wednesday, August 18, 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.

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
GRAPHIC DESIGN PRINT ADS	21011495	OP	556210 ADBAY COM	06/28/21	EA			100.00
4/1/21-6/23/21 MILEAGE REMB	21011496	OP	469634 BESEL, SHELLY R.	06/28/21	EA			43.12
06/14/21-07/13/21 M TERM CBL	21011497	OP	477634 CHARTER COMM CABLE	06/28/21	EA			188.99
2 LOGO'S FOR TERRY'S SHIRTS	21011499	OP	539591 THAT EMBROIDERY PLAC	06/28/21	EA			16.00
OIL CHANGE	21011500	OP	583955 EXPRESSO LUBE	06/28/21	EA			52.48
TOILET SEAT FOR OPS BATHROOM	21011501	OP	574231 HOME DEPOT AIRPORT	06/28/21	EA			24.98
STAFF DEVELOPMENT TRN-LUNCH	21011502	OP	645221 HOME FIRE FOODS	06/28/21	EA			75.00
P TOWEL, KLEENEX, COFFEE	21011503	OP	640913 MENARDS AIRPORT	06/28/21	EA			45.82
FUEL FARM PORTA POTTY	21011504	OP	111587 PAINTBRUSH SERVICES	06/28/21	EA			125.00
JUNE 2021 MNTH CRT OP	21011506	OP	571524 WATER GUY	06/28/21	EA			48.00
JUNE 2021 MNTH BACTERIA SMPL	21011506	OP	571524 WATER GUY	06/28/21	EA			22.00
SHIRTS WITH LOGOS/ADMIN STAFF	21011700	OP	539591 THAT EMBROIDERY PLAC	06/29/21	EA			303.86
SHIRTS WITH LOGOS/OPS STAFF	21011700	OP	539591 THAT EMBROIDERY PLAC	06/29/21	EA			749.98
LOGOS ON SHIRTS FOR TERRY	21011700	OP	539591 THAT EMBROIDERY PLAC	06/29/21	EA			16.00
WAC FALL CONF LOVE/CHATFIELD	22000033	OP	566240 FIB MSTRCRD AIRPORT	07/02/21	EA			215.44
								2,416.67
Northeast Wyoming Regional								2,416.67

43632

CAMPBELL COUNTY
Airport Open Purchase Orders

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Branch/Plant 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
NATURAL GAS 4/28/21-5/27/21	21011091	OP	623195 BLACK HILLS ENRG GAS	06/17/21	EA			1,706.28
								1,706.28
Northeast Wyoming Regional								1,706.28
								1,706.28

43632

CAMPBELL COUNTY
Airport Open Purchase Orders

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Date - 7/16/21

Branch/Plant 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
								15,547.04
			Northeast Wyoming Regional					15,547.04

**Special Board Meeting of the Northeast Wyoming Regional Airport Board
July 7, 2021**

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

Executive Session:

Mr. Lindblom moved into Executive Session at 3:01 p.m., second by Mr. Schreurs. Motion carried.

Mr. Schreurs moved to exit the Executive Session at 4:01 p.m., second by Mr. Lindblom. Motion carried.

Adjourn

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

Respectfully Submitted,

Owen Lindblom, Secretary/Treasurer

Luke Malyurek, President

DRAFT

**Regular Meeting of the Northeast Wyoming Regional Airport Board
June 16, 2021**

Airport Board President Malyurek called the meeting to order at 4:00 p.m. Members present were Mr. Lindblom, Mr. Barnum and Mr. Schreurs. Mr. Schreurs left the meeting at 4:15 p.m.

Approve Consent Agenda:

Motion by Mr. Lindblom, second Mr. Schreurs to approve the Consent Agenda, including the Purchase Order Summary and the May 19, 2021 Airport Board Minutes. Motion carried.

Director's Report – Interim Director Chatfield:

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

Airport Statistics

The total passenger count for May was 3,659 compared to 2,750 in April. This is in comparison to May of 2019 with a total of 4,761 passengers and April 2019 with 4,454 passengers. It appears that we are starting to recover to our pre-COVID numbers. May's schedule consisted of 2 flights a day except for Tuesdays and Wednesdays. June and July's schedule has increased flight frequency to three flights per day. In reviewing the advanced bookings, it appears flight frequency may be cut back to two flights per day on Tuesday's and Wednesday's unless the bookings increase.

Sign Construction

The sign construction was completed last week apart from two signs that were not ordered. Staff realized the two signs were overlooked and have ordered the signs from Epcon Signs at a cost of \$7000.00.

Fly-In Committee

Airport staff is working on and scheduling meetings with other entities for the fly-in scheduled later in the summer. Currently, there is quite a bit of interest from the community and aviation groups. Mr. Chatfield will keep the board up to date on this as it progresses.

Next Airport Board Meeting

The next scheduled Airport Board Meeting will be Wednesday July 21, 2021 and will be a quarterly meeting with the County Commissioners. Mr. Chatfield will find out if the Commissioners have an agenda prior to the July board meeting.

Engineers Report – Tim Wick:

Mr. Wick of Morrison and Maierle presented the engineer’s report to the Airport Board.

2021 General Aviation Terminal

The AIP-47 Grant in the amount of \$3,010,742.00 will be ready for Commission signature on July 6, 2021 and the Notice of Award will go out after the grant has been signed.

Rehabilitate RW 16/34

The scope of work will be reviewed and approved.

SPCC

The SPCC is in progress.

WACIP

The WACIP is due to the State in August.

Wyoming Aviation Capital Improvement Plan Review – Tim Wick MMI

Mr. Wick informed the board that the Capital Improvement Plan will need to be submitted to the State by August. President Malyurek requested that the staff meet with Morrison Maierle and present the plan to the board for review and approval at the July board meeting.

Morrison Maierle Inc. Engineering Task Order #3 – Tim Wick MMI

Mr. Wick presented Task Order #3 to the board for their review and approval. The task order is to amend and include revising the plans and specifications and rebidding the project. **Mr. Lindblom moved to approve Morrison Maierle engineering Task Order #3 to amend and include revising the plans and specifications and rebidding the project as presented, second by Mr. Barnum. Motion carried.**

Morrison Maierle Inc. Engineering Task Order #5 – Tim Wick MMI

Mr. Wick presented Task Order #5 to the board for their review and approval. The task order includes a runway study of runway 16/34 to include a study of alternative methods, preparation of preliminary cost estimates for alternatives for the rehab of Runway 16/34 and Runway 3. **Mr. Lindblom moved to approve Morrison Maierle engineering Task Order #5 the 2021 rehab runway 16/34 and runway study to include a study of the alternative methods, preparation of preliminary cost estimates for alternatives for the rehab of Runway 16/34 and Runway 3 as presented, second by Mr. Barnum. Motion carried.**

Airport Café Lease First Amendment & Airport Resolution #7 – Interim Director Chatfield

Mr. Chatfield presented the amendment and resolution to the board for their review and approval. The amendment states that the term of the lease shall commence March 1, 2021

and shall continue until June 30, 2022, subject to early termination as set forth elsewhere in the lease. **Mr. Lindblom moved to approve the Airport Café Lease first amendment to the Airport Café lease agreement to state that the term of the lease shall commence March 1, 2021 and shall continue until June 30, 2022, subject to early termination as set forth elsewhere in the lease as presented, second by Mr. Barnum. Motion carried.**

Mr. Lindblom moved to approve Airport Resolution No. 7 Whereas: Northeast Wyoming Regional Airport, as lessor, and Tami Waldner d/b/a “Home Fire Foods” as lessee, entered into an Airport Café Lease Agreement on April 21, 2021 lease. Whereas: the term the lease is currently from March 1, 2021 to February 28, 2022 and Whereas: the parties to the lease desire to amend and extend the term of the lease to June 30, 2022 as presented, second by Mr. Barnum. Motion carried.

Flightline LFS Update – Justin Holzer

Mr. Holzer gave the Airport Board the following update:

The flight instructor is doing very well currently 25 students are enrolled in flight lessons.

The FBO is ready for the upcoming fire season.

The NFP wants fiber optics in the fuel containment tanks. Airport staff stated that this was the first time they had heard this information; however, they had ordered a mandatory secondary containment system upgrade.

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

DRAFT

NORTHEAST WYOMING REGIONAL AIRPORT

2000 Airport Road, Suite 108
Gillette, WY 82716

www.iflygillette.com

Office (307) 686-1042
Fax (307) 686-1471

Directors Report

July 21, 2021

- 1. Passenger Statistics:** Total passengers for the month of June were 5,164 total passengers. This puts us at 32% over total passengers for year 2020 and down 32% from 2019 at the same time. We will continue with three flights a day in August except for the last week and then we will be back to two flights a day. It seems when school starts things slow down but then pick back up for the month of September. I will look to bring the flights back to three per day again for September if the advance bookings justify it.
- 2. Fuel Shortage:** Most of the board is aware of the fuel shortage that happened over the fourth of July weekend as I had sent out an email informing the board. We did have to limit fuel to emergency aircraft only for two days. I was notified on July 2nd that an expected tanker had not come in. I immediately notified the airport board and the Chairman of the Commissioners Bob Maul. From that day on I was in constant contact with Bob Maul, J.R. Fox, David King, and David Mittleman. David King and I contacted Homeland Security to see if we could get a tanker here even if for firefighting aircraft only. There is a shortage around the country, and we had a perfect storm so to say here in Wyoming. The Sinclair refinery had a total unexpected shut down and the Newcastle refinery had limited production on Jet fuel because of issues there. There is also currently a trucker shortage around the country. As of today, both refineries are back online with Newcastle promising to produce more Jet A. Av Gas has brought up twelve takers to service the Colorado and Wyoming markets from Texas. Flightline is looking into buying another fuel truck so more fuel can be stored. At this time Flightline had an inventory of 18,431 gallons. The daily draw down is approximately between one to two thousand gallons a day.
- 3. CRJ 200 phase out:** I will update the board on the phase out of the CRJ 200 aircraft that Sky West currently brings into our market. I'm still gathering the latest information and will provide it to the board at the board meeting.
- 4. Next Scheduled Board Meeting:** The next scheduled board meeting will be August 18, 2021 at 4 P.M. in the Fulkerson Operations Facility.

ENGINEER'S REPORT
Northeast Wyoming Regional Airport
July 2021 Board Meeting



2021 General Aviation Terminal

AIP 47 Grant - \$3,010,742.00 - Signed July 8

AIP 50 Grant - \$300,000 – Not Routed from FAA

Notice of Award for Van Ewing Construction

Notice to Proceed August 16, 2021

Contract and Bonds received – Need Board Signature

Rehabilitate RW 16/34

Scope of work to be reviewed and approved
Task Order 5 – 80% State 20% GCC PFC

SPCC

In progress

WACIP

Reviewed by GCC and MMI

GCC WACIPs due to State August

Taxiway Construction 2019

One Year Walk Through – Mid August

**NORTHEAST WYOMING REGIONAL AIRPORT
COMMERCIAL LAND LEASE AGREEMENT**

THIS AGREEMENT made and entered into by and between the Northeast Wyoming Regional Airport Board of 2000 Airport Rd., Ste. 108, Gillette, Wyoming 82716 (LESSOR), and Habitat Management, Inc., 14 Inverness Drive East, Ste. G-228, Englewood, CO 80112 (LESSEE).

WHEREAS, LESSEE desires to lease from LESSOR a tract of land to conduct a commercial enterprise on the property owned by Northeast Wyoming Regional Airport in Campbell County, Wyoming; and

WHEREAS, the parties have agreed upon terms and conditions as herein after described.

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

TERM AND PREMISES. LESSOR shall lease to LESSEE a tract of land located on LESSOR'S property identified on Exhibit A attached hereto and by this reference incorporated herein. The term of said Lease shall be for an approximate period of five (5) years commencing on the 1st day of September 2021, and terminating on June 30, 2026, under the provisions of this Lease Agreement.

PAYMENT. The annual rental payment for the premises shall be the sum of \$.20 per square foot. The premises consists of 22,500 square feet, therefore, the annual payment shall be the sum of Four Thousand five hundred Dollars (\$4,500) payable at the commencement of the lease term (September 1 of each year) and at the beginning of each lease term thereafter. The lease rental amount may be adjusted up or down annually to stay consistent with other airport ground leases at the discretion of LESSOR.

USE OF PREMISES. The parties hereto agree that the premises leased herein shall be used in connection with the operation of an environmental consulting firm. LESSEE covenants and agrees that the operation of its business shall not violate any FAA regulations or cause LESSOR to be in violation of any FAA regulation. A violation of this provision shall constitute sufficient grounds for cancellation of this Lease.

COMPLIANCE WITH RULES AND REGULATIONS. LESSEE shall comply with all Airport instructions, rules, regulations and minimum standards as well as all Local, State and Federal ordinances, regulations and laws presently in effect or as may be imposed or amended in the future. LESSEE hereby acknowledges receipt of the existing rules, regulations and minimum standards of the Airport.

MAINTENANCE OF PREMISES. LESSEE shall maintain the premises in a neat condition and shall not allow the accumulation of junk or debris around the premises. LESSEE shall remove snow from the area of the leased premises. LESSEE'S snow removal shall not interfere with other Airport facilities or activities. LESSEE shall mow or otherwise keep grass and weeds trimmed. All of the foregoing items shall be performed at LESSEE'S sole expense. If maintenance is not performed within ten (10) days of written notice, the maintenance may be performed by LESSOR at the absolute discretion of LESSOR and at the reimbursable expense of LESSEE.

Any additional improvements or buildings to be constructed on the premises must be approved by LESSOR.

TAXES. LESSEE shall pay any and all taxes assessed on any improvements existing or hereafter erected on the leased premises.

PURCHASE BY LESSOR. If at any time during the term of this Lease, any formal extension thereof or termination of this Lease should LESSOR desire to purchase the facilities and improvements on the demised premises, the purchase price for said improvements and facilities shall be not less than their depreciated value as shown on the books of LESSEE or the market value thereof, whichever is greater.

Alternatively, upon termination of this Lease, LESSEE may remove or otherwise dispose of any building and improvements owned by LESSEE which shall be accomplished within thirty (30) days after termination of this lease; failure in which title to said building and improvements shall vest in LESSOR.

LESSEE may sell or otherwise convey its interest in the buildings and improvements to another individual or entity for purposes of conducting a commercial enterprise on said premises but only with the prior written approval of LESSOR.

INSURANCE. LESSEE shall maintain an all risks liability policy in effect on the demised premises which shall name LESSOR as an additional loss payee. 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 LESSOR and made a part of this agreement. Failure to submit proof of such insurance shall be sufficient grounds to terminate this Lease.

DEFAULT. Any of the following events shall be considered a default under the terms of this Lease agreement:

1. Failure to comply with any terms or provisions of the agreement.
2. Failure to pay when due any rent or other payments required by this agreement.
3. Failure to provide insurance as required herein.
4. Filing of a bankruptcy petition or other insolvency.
5. Failure to keep in good standing with the Wyoming Secretary of State's Office.

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. It at any time said lease term shall be ended by the election of the LESSOR or in any other way, the LESSEE, its successors, agents or assigns agree to surrender and deliver up the premises peaceably to the LESSOR. Upon such termination, LESSEE may remove the building, improvements and all property of the LESSEE so long as removal is accomplished without waste or damage to the property of LESSOR and is accomplished within thirty (30) days of the end of the lease term. If LESSEE remains in possession of the leased premises after the termination of the lease term by default or otherwise for more than thirty (30) days after notice, LESSEE shall be deemed guilty of forcible entry and detainer and shall be subject to the statutory provisions for eviction and removal or, at the sole option of LESSOR, LESSOR may retake possession without process of law and dispose or make use of all buildings, improvements and property still remaining on the leased premises.

ATTORNEY FEES. The parties hereto 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 shall be entitled to recover from the unsuccessful party all costs and expenses,

including attorney fees.

MISCELLANEOUS PROVISIONS. It is further understood and agreed that in order to comply with the requirements of the federal and state regulations pertaining to use agreements at airports affected by grant agreements that:

- a) LESSEE (licensee, contractor, etc.) in the operations to be conducted pursuant to the provisions of this lease and otherwise in the use of the airport, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, religion, sex, or national origin in any manner prohibited by Part 23 of the regulations of the office of the Secretary of Transportation, or any amendments thereto. The LESSOR reserves the right to take such action as the United States government may direct to enforce this covenant.
- b) LESSEE (licensee, contractor, etc.) shall furnish its accommodations and/ or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that the LESSEE (licensee, contractor, etc.) may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- c) LESSEE (licensee, contractor, etc.) shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, or national origin.
- d) Non-compliance with provisions; a, b and c above shall constitute a material breach thereof and in the event shall have the right to terminate this lease (agreement, contract, etc.) and the estate hereby created without liability therefor or at the election of the Northeast Wyoming Regional Airport Board or the United States either or both said governments shall have the right to judicially enforce said provisions; a, b and c.
- e) LESSEE (licensee, contractor, etc.) agrees that it shall insert the above four provisions in any lease (agreement, contract, etc.) by which said LESSEE (licensee, contractor, etc.) grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the

premises herein leased.

- f) The LESSOR reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the LESSEE, and without interference or hindrance.
- g) The LESSOR reserves the right, but shall not be obligated to the LESSEE to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the LESSEE in this regard.
- h) This lease shall be subordinate to the provisions and requirements of any existing or future agreement between the LESSOR and the United States, relative to the development, operation or maintenance of the airport.
- I) LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- j) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- k) There is hereby reserved to the LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together inherent in the operation of aircraft such noise as may be used for navigation of or flight in the air, using said airspace of landing at, taking off from or operating on the Northeast Wyoming Regional Airport.
- l) The LESSEE by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object not permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 4380 feet. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the land leased hereunder and to remove

