



Campbell County Airport Board Meeting Agenda  
4 p.m. Wednesday, February 15, 2018  
Fulkerson Airport Operations Facility  
2440 Airport Road

A. Consent Agenda

I. Board Meeting Minutes

Documents:

[JANUARY 2018.PDF](#)

II. Purchase Order Summary

Documents:

[PURCHASE ORDER SUMMARY.PDF](#)

B. Engineers Report

I. MMI - Tim Wick & Laura Bourne

Documents:

[ENGINEERS REPORT.PDF](#)

C. Airport Cafe' Operator

Committee Recommendation

I. Cafe' Lease

Documents:

[AIRPORT CAFE LEASE AGREEMENT -REDACTED.PDF](#)

D. Commercial Air Service Improvement Plan

I. Resolution

Documents:

AIR ENHANCEMENT PROGRAM AIRPORT BOARD  
RESOLUTION.PDF

- E. Air Traffic Controller Position - Todd Chatfield
- F. Airport Budget Preparation & Schedule - Jay Lundell
  - I. Capital Construction - March 5, 2018
  - II. Capital Outlay - April 4, 2018
  - III. Operational & Revenue - April 11, 2018
- G. Present Capital Construction Budget - Tim Wick & Jay Lundell
- H. Passenger Facility Charge (PFC) Application - Tim Wick
  - I. Flightline LFS Update
- J. Adjourn

Note: This is the provisionally approved agenda for the February 15, 2018 Airport Board Meeting. The next scheduled meeting will be held at the Fulkerson Airport Operations Facility on March 21, 2018 at 4 p.m.

## Regular Meeting of the Campbell County Airport Board January 17, 2018

Airport Board President Ohman called the meeting to order at 4:05 p.m. Members present Mr. Jones, Mr. Gerrits, and via telephone Mr. Schreurs. Also in attendance Mr. Robert Palmer, Ms. Ivy McGowan-Castleberry, Ms. Susan Saunders, Commissioner Chairman Bell, Commissioner Shober, and Commissioner Avery.

### **Commissioner's Agenda:**

Commissioner Bell presented the following items to the Airport Board for discussion:

#### **Garner Lake Road Extension Project – C&M Agreement with BNSF:**

Action was taken on this agenda item.

#### **Introductions:**

The Commission welcomed Mr. Adrian Gerrits to the Airport Board. Mr. Gerrits was appointed to sit on the Airport Board last month, his term will end December 31, 2022.

#### **Budget Preparation FY 2018-2019:**

The budget message and calendar were distributed to the managers. Department heads are requested to hold the line on their budget.

#### **State Legislation Update:**

Mr. Lundell updated the Commission and Airport Board on the Capacity Purchase Agreement. Ms. Amy Surdam will give a detailed presentation after the Airport Board meeting regarding the Capacity Purchase Agreement that Senator Michael Von Flattern will be bringing before legislation during this session.

#### **Agenda Center:**

Ms. Besel explained the new process of creating an agenda in the Agenda Center on Civic Plus. Ms. Besel will demonstrate to the board the use of the agenda center on the airport website at the February 2018 Airport Board meeting. The agenda center satisfies the GASB compliance measure and provides the transparency for the public as they will be able to view both the agenda and any attachments prior to the meeting.

#### **Air Show:**

Gillette was not successful in bringing a jet team to our community for an air show in 2019. The Commissioner's asked that the Airport Board place this item on the agenda and decide if they would like to host an air show.

#### **Election of Officers:**

**Mr. Jones moved to elect Mr. Joel Ohman to sit as the Airport Board President for 2018. A poll of the board Schreurs aye, Gerrits aye. Motion carried. Mr.**

**Jones moved to elect Mr. Schreurs to sit as Vice President for 2018. A poll of the board Gerrits aye, Ohman aye. Motion carried. Mr. Jones moved to elect Mr. Tarver as Secretary/Treasurer for 2018, Mr. Gerrits moved to elect Mr. Jones as Secretary/Treasurer for 2018. A poll of the board Schreurs named Mr. Jones and Secretary/Treasurer, Mr. Gerrits named Mr. Jones as Secretary/Treasurer, Mr. Ohman named Mr. Jones as Secretary/Treasurer. Mr. Jones was elected Secretary/Treasurer for 2018.**

Airport board officers for the year 2018:

President	Joel Ohman
Vice President	Greg Schreurs
Secretary	Bruce Jones
Treasurer	Bruce Jones

**Approve Consent Agenda:**

**Motion by Mr. Jones, second by Mr. Gerrits to approve the Consent Agenda, including the Purchase Order Summary, and the December 20, 2017 Airport Board Minutes, Payroll Reports for January 4, 2018 and January 18, 2018 and the Passenger Facility Bank Statement for December 2017 as presented. Motion carried.**

**Engineers Report:**

Tim Wick of Morrison and Maierle presented the following items to the Airport Board and Campbell County Commissioners:

**Gillette-Campbell County Airport – Master Plan – AIP 41 – 2015:**

The Master Plan Final Report will be submitted to Board and County at the April joint meeting.

**Electrical Vault Upgrade – AIP 43 – 2017:**

The electrical vault building is complete and waiting for equipment to ship. The anticipated receipt of the equipment is the first full week of February. The contractor plans to begin installation the week of February 19<sup>th</sup>

Gates are complete. Currently working on a sensor for emergency vehicles.

The concrete apron is complete.

**Fence Repairs – 2017:**

The Closeout Report and Final Pay App have been submitted

**Parallel Taxiway A and E Connection and Relocate Taxiway D and B (Design) - AIP 44 – 2018:**

Pre-Design Meeting	Nov. 2017
Scope of Work Review	Dec. 2017
Airport Solicits Independent Fee Review	Dec. 2017
Fee Negotiation between GCC and MMI	Jan. 2018
Board action on MMI Task Order	Jan. 2018
Grant Offer from FAA and WYDOT	May 2018

**February Airport Board Meeting Date:**

Mr. Lundell and Mr. Chatfield are scheduled to attend the WAOA conference on February 21, 2018. The regular board meeting is scheduled for this date and Mr. Lundell requested the board choose an alternate date for the February meeting. President Ohman suggested that the board meeting be held on Thursday, February 15, 2018 at 4 p.m. at the Fulkerson Operation Facility. **Mr. Jones moved to approve the rescheduling of the February Airport Board meeting to Thursday, February 15, 2017 at 4:00 p.m., second by Mr. Gerrits. Motion carried.**

**Airport Café:**

President Ohman requested that the board form a committee to interview the two candidates for the Airport Café leased space. President Ohman, Mr. Gerrits, and Ms. Besel will meet on Monday, January 22, 2018 to discuss the candidates, depending on the availability of those that have applied interviews will be held to choose the successful candidate.

**Flightline LFS Update:**

Mr. Laird stated that the situation with SkyWest is improving. Flightline LFS started their bird flights yesterday.

**Adjourn:**

There being no further business before the Airport Board a motion for adjournment was called. **Motion by Mr. Jones to adjourn the meeting, second by Mr. Gerrits. Motion carried. The meeting adjourned at 4:45 p.m.**

Respectfully Submitted,

Bruce Jones, Secretary/Treasurer

Joel Ohman, President

DRAFT

Branch/Plant . . . . . 751  
AIRPORT

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
RE-SIZE AD & DIGITAL AD CAMP.	17007525	OP	556210 ADBAY.COM INC	02/08/18	EA			8,063.75
CUTTING EDGES FOR THE TOOLCAT	17007527	OP	613157 BOBCAT OF GILLETTE	02/08/18	EA			738.71
GAS ADDITIVE	17007528	OP	610984 BOMGAARS	02/08/18	EA			30.59
PRE-EMP DRUG TEST	17007529	OP	465051 EMPLOYMENT TESTING S	02/08/18	EA			30.00
CHLORINE CYLINDER	17007530	OP	477378 HAWKINS INC	02/08/18	EA			10.00
SIGNS FOR ADMIN DOOR	17007531	OP	111974 JLC SIGN & GRAPHIC W	02/08/18	EA			159.10
FEB/MARCH 2018 ADV.	17007532	OP	580842 MINERS NEWS	02/08/18	EA			175.00
BINDERS	17007533	OP	113937 POWDER RIVER OFFICE	02/08/18	EA			8.97
BINDERS	17007533	OP	113937 POWDER RIVER OFFICE	02/08/18	EA			61.44
SHOP RAGS	17007534	OP	114294 RECORD SUPPLY INC	02/08/18	EA			50.00
WASTE REMOVAL JANUARY 2018	17007535	OP	298441 WASTE CONNECTIONS OF	02/08/18	EA			632.10
JANUARY 2018 CRT OP, BAC SMPL	17007536	OP	571524 WATER GUY LLC	02/08/18	EA			460.00
PRE-EMPLOYMENT URIN' DRUG SCRIN	17007537	OP	599877 WESTERN AEROMEDICAL	02/08/18	EA			69.00
ARFF 2/10/18-3/9/18	17007538	OP	477634 CHARTER COMMUNICATIO	02/08/18	EA			177.20
PAINT FOR SHOP PROJECT	17007588	OP	610984 BOMGAARS	02/09/18	EA			12.98
STEEL DOOR PROTECTION 4 PC	17007589	OP	206826 GILLETTE STEEL CENTE	02/09/18	EA			300.00
PLOW BLADES	17007590	OP	288841 WINTER EQUIPMENT COM	02/09/18	EA			660.87
5/1/18-4/30/19 BREN MBRSHP	17007782	OP	573802 AMERICAN ASSOCIATION	02/15/18	EA			325.00
NAT GAS 12/28/17-1/29/18	17007783	OP	623195 BLACK HILLS ENERGY	02/15/18	EA			2,765.36
JANUARY 2018 ADVERTISING	17007784	OP	621667 BLACK HILLS PIONEER	02/15/18	EA			390.00
ELEC 1400 W. LAKEWAY ROAD	17007785	OP	107203 CITY OF GILLETTE-UTI	02/15/18	EA			37.39
M TERM CABLE 2/14/18-3/13/18	17007786	OP	477634 CHARTER COMMUNICATIO	02/15/18	EA			134.26
BLADE SAFETY MARKER	17007787	OP	566240 FIRST INTERSTATE MAS	02/15/18	EA			37.99
EPSON PROJECTOR	17007788	OP	566240 FIRST INTERSTATE MAS	02/15/18	EA			539.99
DUES CHATFIELD 2018/2019	17007789	OP	571727 NORTHWEST CHAPTER AM	02/15/18	EA			85.00
FUEL FARM PORTA POTTY	17007790	OP	111587 PAINTBRUSH SERVICES	02/15/18	EA			130.00
U0394&U7694 12/31/17	17007791	OP	238140 POWDER RIVER ENERGY	02/15/18	EA			111.17
ALL OTHER METERS	17007791	OP	238140 POWDER RIVER ENERGY	02/15/18	EA			12,755.05
								28,926.92
AIRPORT								28,926.92

CAMPBELL COUNTY  
 Airport Open Purchase Orders

Branch/Plant . 752  
 AIRPORT RESTRICTED REV FUND

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive Amount
PRJT CLOSEOUT SEC. AREA REMDL	17007781	OP	652375 ARETE DESIGN GROUP L	02/15/18	EA			392.50
								392.50
AIRPORT RESTRICTED REV FUND								392.50



Branch/Plant . 20102  
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
50% MARKETING GRANT JAN 2018	17007510	OP	392921 BASIN RADIO NETWORK	02/08/18	EA			114.87
50% COUNTY MATCH JANUARY 2018	17007510	OP	392921 BASIN RADIO NETWORK	02/08/18	EA			114.87
50% MARKETING GRANT JAN 2018	17007511	OP	627954 BIGHORN MOUNTAIN RAD	02/08/18	EA			25.50
50% COUNTY MATCH JANUARY 2018	17007511	OP	627954 BIGHORN MOUNTAIN RAD	02/08/18	EA			25.50
50% MARKETING GRANT 2/1/18	17007512	OP	361084 BUFFALO BULLETIN	02/08/18	EA			75.00
50% COUNTY MATCH 2/1/18	17007512	OP	361084 BUFFALO BULLETIN	02/08/18	EA			75.00
50% MARKETING GRANT 1/18/18	17007512	OP	361084 BUFFALO BULLETIN	02/08/18	EA			75.00
50% COUNTY MATCH 1/18/18	17007512	OP	361084 BUFFALO BULLETIN	02/08/18	EA			75.00
50% MARKETING GRANT 1/18/18	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			40.00
50% COUNTY MATCH 1/18/18	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			40.00
50% MARKETING GRANT 1/25/18	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			40.00
50% COUNTY MATCH 1/25/18	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			40.00
50% MRKT GRNT WEB AD DEC 2017	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			150.00
50% CO MATCH WEB AD DEC 2017	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			150.00
50% MRKT GRNT WEB AD JAN 2018	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			150.00
50% CO MATCH WEB AD JAN 2018	17007513	OP	404208 HIGH PLAINS SENTINEL	02/08/18	EA			150.00
50% MARKETING GRANT JAN 2018	17007515	OP	583875 KYDT RADIO	02/08/18	EA			100.00
50% COUNTY MATCH JANUARY 2018	17007515	OP	583875 KYDT RADIO	02/08/18	EA			100.00
50% MRKT GRANT JANUARY 2018	17007517	OP	661941 KSLT-KLMP-KTPT	02/08/18	EA			150.00
50% COUNTY MATCH JANURY 2018	17007517	OP	661941 KSLT-KLMP-KTPT	02/08/18	EA			150.00
50% MRKT GRNT GETAWAY ADVRTSR	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			50.00
50% CO MTCH GETAWAY ADVRTSR	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			50.00
50% MRKT GRNT GETAWAY NR	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			282.50
50% CO MTCH GETAWAY NR	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			282.50
50% MRKT GRNT BRIDAL GUIDE	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			250.00
50% CO MATCH BRIDAL GUIDE	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			250.00
50% MRKT GRANT WEB AD 01/2018	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			212.50
50% CO MATCH WEB AD JAN 2018	17007518	OP	113275 NEWS RECORD INC	02/08/18	EA			212.50
50% MRKT GRNT WEB DSP JAN2018	17007519	OP	575963 OAG FLIGHTVIEW	02/08/18	EA			77.00
50% CO MTCH WEB DSP JAN 2018	17007519	OP	575963 OAG FLIGHTVIEW	02/08/18	EA			77.00
FIDS JANUARY 2018	17007519	OP	575963 OAG FLIGHTVIEW	02/08/18	EA			240.00
50% MRKT GRANT JANUARY 2018	17007520	OP	199566 SUNDANCE TIMES	02/08/18	EA			162.50
50% COUNTY MATCH JANUARY 2018	17007520	OP	199566 SUNDANCE TIMES	02/08/18	EA			162.50
50% MRKT GRANT JANUARY 2018	17007521	OP	625713 WESTON COUNTY GAZETT	02/08/18	EA			50.00
50% COUNTY MATCH JANUARY 2018	17007521	OP	625713 WESTON COUNTY GAZETT	02/08/18	EA			50.00
50% MARKETING GRANT JAN 2018	17007522	OP	623689 POWDER RIVER EXAMINE	02/08/18	EA			60.00
50% COUNTY MATCH JANUARY 2018	17007522	OP	623689 POWDER RIVER EXAMINE	02/08/18	EA			60.00
50% MRKT GRNT KOAL106.1 01/18	17007539	OP	573263 KEYHOLE BROADCASTING	02/08/18	EA			60.00
50% CO MATCH KOAL 106.1 01/18	17007539	OP	573263 KEYHOLE BROADCASTING	02/08/18	EA			60.00
50% MRKT GRNT KOOL105.3 01/18	17007539	OP	573263 KEYHOLE BROADCASTING	02/08/18	EA			40.00
50% CO MATCH KOOL105.3 01/18	17007539	OP	573263 KEYHOLE BROADCASTING	02/08/18	EA			40.00
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AIRPORT MARKETING								
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43632

CAMPBELL COUNTY  
Airport Open Purchase Orders

Page - 1  
Date - 1/24/18

Branch/Plant . AIRPORT 751

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Quantity	Receive. Amount
DISH SOAP AND MISC. SUPPLIES	17007047	OP	566240 FIRST INTERSTATE MAS	01/24/18	EA			31.82
WILDLIFE DEP. SUPPLIES	17007047	OP	566240 FIRST INTERSTATE MAS	01/24/18	EA			17.37
								49.19
AIRPORT								49.19
								49.19



**ENGINEER'S REPORT**  
Gillette-Campbell County Airport  
February 15, 2018 Board Meeting



**Gillette-Campbell County Airport – Master Plan – AIP 41 - 2015**

ALP – Reviewing FAA and WYDOT comments.

Master Plan Final Report will be submitted to Board and County at April joint meeting.

**Electrical Vault Upgrade – AIP 43 - 2017**

July 24      Notice to Proceed after Construction Contract approved  
Oct 22      90 Calendar Day Contract

The electrical vault building equipment arrived the 5<sup>th</sup> and was installed the 6<sup>th</sup>. Plan to begin power transfer and hook up the week of February 19<sup>th</sup>

Gates are complete. Working on a sensor for emergency vehicles.

Concrete apron complete.

**Fence Repairs - 2017**

Closeout Report and Final Pay App have been submitted

**Parallel Taxiway A and E Connection and Relocate Taxiway D and B (Design) - AIP 44 – 2018**

Timeline:	
Pre Design Meeting	Nov. 2017
Scope of Work Review	Dec. 2017
Airport Solicits Independent Fee Review	Dec. 2017
Fee Negotiation between GCC and MMI	Jan. 2018
Board action on MMI Task Order	Jan. 2018
Grant Offer from FAA and WYDOT	May 2018

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**AIRPORT CAFÉ  
LEASE AGREEMENT**

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**THIS AGREEMENT** made and entered into by and between the Gillette-Campbell County Airport, of 2000 Airport Rd., Ste. 108, Gillette, Wyoming, 82716, hereinafter referred to as LESSOR, \_\_\_\_\_ 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 Gillette-Campbell County 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 Gillette-Campbell County 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, 2018 and shall continue until February 28, 2019, 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 Gillette-Campbell County Airport. At the termination of this lease, LESSEE shall remove said sign(s).

8. **MAINTENANCE AND REPAIRS.** LESSEE shall keep in good order, condition and repair, the interior of said premises, including without limitation, the windows, doors, show cases, ceiling, floors, plumbing and interior walls, with the exception of painting the interior walls which shall be maintained by LESSOR. LESSEE shall be responsible for keeping the leased

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

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

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

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

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

LESSOR shall not be required to make any repairs of the structural parts of the building, which become necessary or desirable by reason of any act or negligence of LESSEE, its agents, invitees or employees, in which event the same shall be the obligation of LESSEE. LESSEE shall

forthwith at its own cost and expense, replace with glass of the same quality, any cracked or broken glass, including plate glass, and any interior and exterior windows and glass in the doors of the demised premises when the breakage is caused by LESSEE or LESSEE'S invitees.

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

LESSEE acknowledges that LESSOR has a legitimate interest in regulating and establishing uniform hours of business for the benefit of patrons of the Gillette-Campbell County 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 as a result 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:** Gillette-Campbell County Airport  
2000 Airport Road, Ste. 108  
Gillette, Wyoming 82716

**TO LESSEE:** \_\_\_\_\_

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 whatsoever 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 and every 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 Gillette-Campbell County 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 15<sup>th</sup> day of February 15, 2018.

**GILLETTE-CAMPBELL COUNTY AIRPORT BOARD  
(LESSOR)**

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

Joel Ohman, President

**(LESSEE)**

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

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

The foregoing **Lease Agreement** was signed before me personally by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2018.

Witness my hand and seal.

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

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

**COMMERICAL AIR SERVICE IMPROVEMENT PLAN  
STATE OF WYOMING**

**RESOLUTION  
Campbell County Airport Board**

**WHEREAS**, since the inception of the Air Service Enhancement Program (ASEP) in 2004, Wyoming has realized significant economic impacts from commercial air service, including:

For every \$1 Wyoming invests on commercial air service, the state sees more than \$23 in return;

For every passenger using a commercial airport to board a commercial flight in Wyoming, the state realizes \$220 in annual economic impact; and

Aviation supports more than 12,000 jobs and improves the efficiency of 38,000 jobs while producing \$1.4 billion in annual economic activity; and

Aviation generates an estimated \$46.3 million in annual local and state tax revenues from commercial air service functions; and

Campbell County participated in the ASEP from 2008 through 30 June 2017 with over \$7.5 million in state grant funds and \$3.9 million in local investment, and is no longer receiving a subsidy; and

**WHEREAS**, the current Wyoming Air Service Enhancement Program (ASEP) will not have enough money to support commercial air service at the current level of funding after July 1, 2019;

**WHEREAS**, recent industry changes have made it difficult to retain and grow air service in many of our communities; and

**WHEREAS**, new rules and regulations, escalating costs, crew shortages, airline consolidation, and aircraft retirements have all contributed to a substantial reduction in regional air service in Wyoming, and across the nation, causing airports in Wyoming to compete with other commercial airports for air service, and

**WHEREAS**, because of limited resources, airlines are continuing to cutback service to smaller communities such as those in Wyoming; and

**WHEREAS**, the Campbell County Airport Board is committed to maintaining rural air service, along with the jobs and economic impacts it supports in Wyoming; and

**NOW, THEREFORE, IT IS RESOLVED** the Campbell County Airport Board is in support of a new long-term plan that encourages a public-private partnership to achieve more reliable, sustainable air service for the citizens and economic development of Wyoming.

**RESOLVED** this \_\_\_\_ day of February 2018.

**CAMPBELL COUNTY AIRPORT BOARD  
CAMPBELL COUNTY, WYOMING**

\_\_\_\_\_  
Joel Ohman, President

\_\_\_\_\_  
Bruce Jones, Secretary

\_\_\_\_\_  
Greg Schreurs, Vice President

\_\_\_\_\_  
Adrian Gerrits, Member

\_\_\_\_\_  
Micky Shober

ATTEST: \_\_\_\_\_  
Susan F. Saunders, County Clerk