

**NORTHEAST WYOMING REGIONAL AIRPORT
AIRPORT BOARD AGENDA
4 P.M. WEDNESDAY, MAY 20, 2020**

A. Consent Agenda

Documents:

[APRIL 2020 BOARD MEETING MINUTES.PDF](#)
[APRIL 22 2020 SPEC BD MTG.PDF](#)
[MAY 2020 PURCHASE ORDER SUMMARY.PDF](#)

B. Ratify Budget Revisions - Jay Lundell

Documents:

[REVISED CAPITAL REQUEST FY 2020-21.PDF](#)
[REVISED OPERATIONAL BUDGET.PDF](#)

C. Approve CARES Act AIP 3-56-0012-046-2020 Grant Offer - Jay Lundell

Documents:

[CARES ACT GRANT.PDF](#)

D. Engineer's Report - Tim Wick

Documents:

[MAY 2020 ENGINEERS REPORT.PDF](#)

E. Home Fire Foods Lease Renewal - Jay Lundell

Documents:

[HOME FIRE FOODS LEASE.PDF](#)

F. Flightline LFS, Inc. Lease - Renegotiation Committee Report

G. Flightline LFS Update - Mickey Steward

H. Adjourn

NOTE: The next Airport Board meeting is scheduled for Wednesday, June 17, 2020 at 4 p.m. in the Fulkerson Airport Operations Facility. Agenda items for consideration must be approved by the airport director no later than the Thursday prior to the board meeting.

NORTHEAST WYOMING REGIONAL AIRPORT BOARD
Meeting Minutes
Wednesday, April 15, 2020

A. 3 p.m. Workshop – Flightline Renegotiation of Fees

The airport board met at 3 p.m. to discuss the upcoming lease renewal with Flightline LFS. Ms. Mickey Stewart and the Airport Board discussed different leasing rate options.

B. Consent agenda items for consideration:

- Purchase order summary
- March 18, 2020 board meeting minutes

Motion by Mr. Ohman to approve the consent agenda including the purchase order summary and the March 18, 2020 board meeting minutes. Second by Mr. Malyurek. Motion carried.

C. Director's report – Jay Lundell

1. Airport statistics

March 2020 passengers are down 25% compared to March 2019. Total enplanements were up 19% YTD in February but have drastically decreased to up 3% YTD because of COVID-19.

2. Airport personnel work schedules

The County has setup the administrative personnel with computers that allow Ms. Besel, Mr. Chatfield and Mr. Lundell to work from home. The office for the most part is closed except for when Ms. Besel and Mr. Lundell come out to get the mail and complete other administrative duties. Ms. Besel is primarily working from home but comes to the office a couple times a week to work on the account's payables and receivables and making bank deposits. Jay is in the office most weekdays for a couple of hours. Mr. Chatfield is working from home.

Our three (3) operations personnel are working three (3) six-hour shifts. The control tower personnel are working their regular shifts. However, that will change the end of May when one of our controllers leaves for the FAA.

3. SkyWest schedule

SkyWest has reduced their schedule to one daily round trip flight, with no flights Monday evenings, or Tuesday morning departures.

4. Coronavirus Aid, Relief and Economic Security (CARES) Act

On March 27 the President signed into law the CARES Act. The Act includes \$10 billion in funds to be awarded as economic relief to eligible U.S. airports. Based on guidance issued by the FAA on April 4th, it appears at first glance our airport may receive up to \$ 111,595 in CARES funding. It also appears these funds may be used for construction, infrastructure, equipment and may even be used to off-set lost revenue. I'll keep you informed as more information becomes available.

5. Todd Chatfield

Todd Chatfield for completing his Bachelor of Science degree in business administration. Todd has put in a lot work to accomplish this objective in his career. Todd's next objective is to complete his accredited airport executive accreditation. Great job well done Todd!

6. Next airport board meeting

The next airport board meeting is scheduled for May 20th.

D. Avis/Rovar Letter of Request – Rob Varilek

Mr. Lundell presented a letter of request written by Mr. Varilek to the Airport Board for their review and consideration. Mr. Varilek requested relief from the annual lease payment, should the business be unable to gain enough rentals, thus concession fee due to the advent of the Coronavirus.

Motion by Mr. Gerrits to decrease the minimum annual guarantee (MAG) for both Avis/Rovar and Hertz/Overland West from \$18,000 to \$10,500 for the fiscal year period of July 1, 2020 through June 30, 2021. Second by Mr. Lindblom. Motion Carried

E. MMI engineer's report – Tim Wick

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

Grant Offer sent to GCC

FAA - 4,620,000 93.75%

State – 184,800 3.75%

Local – 123,200 2.5%

Total 4,928,000

S&S Builders – Anticipated Startup April 20th

PFC Application – 2019

Submitted letter to the airlines for comment

Posted on airport website
PFC submission Drafted, waiting for 30-day period to end
4/10/2020 Submit to FAA

2020 Pavement Marking Project

Board action on MMI Task Order 2
Scoping work completed on 1/9/2020
95% plans Submitted 1/31/2020
100% plans Submitted 3/2/2020
American Road Maintenance Low Bid 3/31/2020 \$91,818.00
Start Date: To be Determined

2020 Crack Sealing Project

Bid opening was 2/13/2020
National Sealant and Concrete LLC \$298,693.75
Start Date June 5, 2020
20 Day Contract

2021 General Aviation Terminal Building

Preparing Scope of Work
Engineering and Architect Fees
Scope of Work

G. Airport Logo Recommendation – Shelly Besel

Ms. Besel presented the logo the committee chose for the Northeast Wyoming Regional Airport.

Motion by Mr. Lindblom to approve new logo #3 for the Northeast Wyoming Regional Airport as presented. Second by Mr. Malyurek. Motion Carried.

H. Operational budget FY 2020/21 – Jay Lundell

Director Lundell presented the Operational budget for FY 2020/21 to the airport board.

Motion by Mr. Malyurek to approve the operational budget for FY 2020/21 as presented. Second by Mr. Lindblom. Motion carried.

I. Revenue budget FY 2020/21 – Jay Lundell

Director Lundell presented the Revenue budget for FY 2020/21 to the airport board.

Motion by Mr. Malyurek to approve the revenue budget for FY 2020/21 as presented. Second Mr. Lindblom. Motion carried.

J. Flightline LFS update – Mickey Steward & Mr. Holzer

Mr. Holzer said the operations of Gadian, Alpine Air, Skywest and survey flights provide most of the business for the FBO at this time. However, the staff is pulling together and hoping for the best during this downturn. Ms. Steward apologized for not being able to pay the lease for March and included that they were able to pay utilities and the late fee. She stated that with Federal funds the FBO should be able to cover a portion of the lease this month. Ms. Besel advised that the late fee for the month of March had been waved.

K. Adjourn

Motion by Mr. Malyurek to adjourn. Second by Mr. Ohman. Motion carried.

Respectfully Submitted,

Greg Schreurs, President

Owen Lindblom, Secretary/Treasurer

NORTHEAST WYOMING REGIONAL AIRPORT BOARD
Workshop and Special Meeting Minutes
2 p.m., Wednesday, April 22, 2020

2 p.m. Workshop

- **SkyWest Airlines Request to Defer Payments**
Mr. Lundell presented for discussion an email from Kelly Lane of SkyWest Airlines requesting board consideration to defer counter space rent for the months of May-July 2020.
- **CARES Act Airport Budget Revisions**
The CARES Act Airport Budget Revisions were presented for review and discussion.

Special Airport Board Meeting

President Schreurs called the meeting Called to order at 3 p.m. Members present Mr. Ohman, Mr. Lindblom, Mr. Gerrits, and Mr. Malyurek.

SkyWest Airlines Request to Defer Payments:

Motion by Mr. Gerrits to approve the SkyWest request to defer payments as presented. Second by Mr. Malyurek. Motion carried.

CARES Act Airport Budget Revisions:

Mr. Malyurek moved the following budget items be funded through the CARES Act and revise the airport budgets accordingly: 1). Construct taxiways D & B and connect taxiways A & E at \$82,408 2). Statewide concreted joint sealing at \$58,600, 3). Statewide pavement markings at \$16,700, 4). Airport entrance sign at \$200,000 and 5). Bobcat and attachments at \$72,735. Second by Mr. Gerrits. Motion carried.

Adjourn

Motion by Mr. Lindblom to adjourn. Second by Mr. Malyurek. Motion carried.

Respectfully Submitted,

Greg Schreurs, President

Owen Lindblom, Secretary/Treasurer

Branch/Plant . 751
Northeast Wyoming Regional

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
NATURAL GAS APRIL 2020	19010819	OP	623195 BLACK HILLS ENRG GAS	05/14/20	EA			2,791.34
TREVOR CHEAIRS 5/8/2020	19010821	OP	261016 CASPER NATRONA AIRP	05/14/20	EA			300.00
TODD CHATFIELD 5/15/2020	19010821	OP	261016 CASPER NATRONA AIRP	05/14/20	EA			300.00
TERRY FUNDENBERGER 5/15/2020	19010821	OP	261016 CASPER NATRONA AIRP	05/14/20	EA			300.00
TOD LOVE 6/5/2020	19010821	OP	261016 CASPER NATRONA AIRP	05/14/20	EA			300.00
4/14/20-5/13/20 M TERM CABLE	19010822	OP	477634 CHARTER COMM CABLE	05/14/20	EA			188.21
1400 W LAKEWAY ROAD 4/2020	19010823	OP	107203 CITY GILLETTE UTIL	05/14/20	EA			38.61
RANDOM DRUG SCREEN ATC EMP	19010824	OP	465051 EMPLOYMENT TESTING	05/14/20	EA			60.00
SHIPPING CHARGES	19010825	OP	118720 FEDERAL EXPRESS CORP	05/14/20	EA			49.66
CHLORINE CYLINDER	19010826	OP	477378 HAWKINS	05/14/20	EA			10.00
MILEAGE REIMB JAN-APRIL 2020	19010828	OP	469634 BESEL, SHELLY R.	05/14/20	EA			98.90
MILEAGE REIMB 12/19/19-5/7/20	19010829	OP	104791 LUNDELL, JAY D.	05/14/20	EA			106.38
SPRAY BOTTLES FOR HAND SAN.	19010830	OP	640913 MENARDS AIRPORT	05/14/20	EA			17.91
ELEC SUPP FOR AIRFLD X'S	19010830	OP	640913 MENARDS AIRPORT	05/14/20	EA			35.91
FUEL FARM PORTA POTTY	19010831	OP	111587 PAINTBRUSH SERVICES	05/14/20	EA			125.00
ELECTRICTY APRIL 2020	19010832	OP	238140 POWDER RIVER ENER UT	05/14/20	EA			10,075.76
WASTE REMOVAL APRIL 2020	19010833	OP	298441 WASTE CONNECTIONS	05/14/20	EA			651.10
BUSINESS CARDS	19010834	OP	139758 SIMPSONS PRINTING	05/14/20	EA			290.00
WINDOW ENVELOPES	19010834	OP	139758 SIMPSONS PRINTING	05/14/20	EA			178.00
LETTERHEAD AND ENVELOPES	19010834	OP	139758 SIMPSONS PRINTING	05/14/20	EA			541.00
APRIL 2020 SERVICE	19010835	OP	571524 WATER GUY	05/14/20	EA			438.00
BACTERIA SAMPLE	19010835	OP	571524 WATER GUY	05/14/20	EA			22.00
								16,917.78
Northeast Wyoming Regional								16,917.78

Branch/Plant . 20102
AIRPORT MARKETING

Description	Order No	Ty	Supplier	Requested	PR UM	On Order Quantity	Open To Receive Quantity	Amount
50% MRKT GR COVID RADIO, PR, DG	19010803	OP	556210 ADBAY COM	05/14/20	EA			200.00
50% CO MTCH COVID RADIO, PR, DG	19010803	OP	556210 ADBAY COM	05/14/20	EA			200.00
50% MRKT GR COVID ADV	19010804	OP	392921 BASIN RADIO NETWORK	05/14/20	EA			64.88
50% CO MTCH COVID ADV	19010804	OP	392921 BASIN RADIO NETWORK	05/14/20	EA			64.87
50% MRKT GR WEB AD APRIL 2020	19010804	OP	392921 BASIN RADIO NETWORK	05/14/20	EA			200.00
50% CO MTCH WEB AD APRIL 2020	19010804	OP	392921 BASIN RADIO NETWORK	05/14/20	EA			200.00
50% MRKT GR APRIL 2020 ADV	19010805	OP	627954 BIGHORN MTN RADIO	05/14/20	EA			22.50
50% CO MTCH APRIL 2020 ADV	19010805	OP	627954 BIGHORN MTN RADIO	05/14/20	EA			22.50
50% MRKT GR COVID ADV	19010805	OP	627954 BIGHORN MTN RADIO	05/14/20	EA			22.50
50% CO MTCH COVID ADV	19010805	OP	627954 BIGHORN MTN RADIO	05/14/20	EA			22.50
50% MRKT GR COVID ADV	19010806	OP	621667 BLACK HILLS PIONEER	05/14/20	EA			25.00
50% CO MTCH COVID ADV	19010806	OP	621667 BLACK HILLS PIONEER	05/14/20	EA			25.00
50% MRKT GR 04/16/2020 ADV	19010807	OP	361084 BUFFALO BULLETIN	05/14/20	EA			96.00
50% CO MTCH 04/16/2020 ADV	19010807	OP	361084 BUFFALO BULLETIN	05/14/20	EA			96.00
50% MRKT GR 04/30/2020 ADV	19010807	OP	361084 BUFFALO BULLETIN	05/14/20	EA			96.00
50% CO MTCH 04/30/2020 ADV	19010807	OP	361084 BUFFALO BULLETIN	05/14/20	EA			96.00
50% MRKT GR WYOMING WINGS	19010808	OP	192081 CIVIL AIR PATROL MAG	05/14/20	EA			197.50
50% CO MTCH WYOMING WINGS	19010808	OP	192081 CIVIL AIR PATROL MAG	05/14/20	EA			197.50
50% MRKT GR 4/8/2020 AD	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% CO MTCH 4/8/2020 AD	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% MRKT GR COVID AD	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% CO MTCH COVID AD	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% MRKT GR WEB AD APRIL 2020	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% CO MTCH WEB AD APRIL 2020	19010809	OP	361092 DOUGLAS BUDGET	05/14/20	EA			96.00
50% MRKT GR FIDS/WEB MAY2020	19010810	OP	575963 OAG FLIGHTVIEW	05/14/20	EA			46.46
50% CO MTCH FIDS/WEB MAY 2020	19010810	OP	575963 OAG FLIGHTVIEW	05/14/20	EA			46.46
50% MRKT GR APRIL 2020 ADV	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH APRIL 2020 ADV	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR APRIL 2020 ADV	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH APRIL 2020 ADV	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR COVID ADV KOAL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH COVID ADV KOAL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR COVID ADV KOOL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH COVID ADV KOOL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR COVID ADV KOAL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH COVID ADV KOAL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR COVID ADV KOOL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% CO MTCH COVID ADV KOOL	19010811	OP	573263 KEYHOLE BROADCASTING	05/14/20	EA			96.00
50% MRKT GR APRIL 2020 ADV	19010812	OP	583875 KYDT RADIO	05/14/20	EA			96.00
50% CO MTCH APRIL 2020 ADV	19010812	OP	583875 KYDT RADIO	05/14/20	EA			96.00
50% MRKT GR APRIL 2020 ADV	19010813	OP	661941 KSLT KLMP KTPT	05/14/20	EA			96.00
50% CO MTCH APRIL 2020 ADV	19010813	OP	661941 KSLT KLMP KTPT	05/14/20	EA			96.00
50% MRKT GR JUNE/JULY 2020	19010814	OP	580842 MINERS NEWS	05/14/20	EA			97.50
50% CO MTCH JUNE/JULY 2020	19010814	OP	580842 MINERS NEWS	05/14/20	EA			97.50
50% MRKT GR APRIL 2020 WEBAD	19010815	OP	113275 NEWS RECORD	05/14/20	EA			112.50
50% CO MTCH APRIL 2020 WEB AD	19010815	OP	113275 NEWS RECORD	05/14/20	EA			112.50
50% MRKT GR APRIL 2020 ADV	19010816	OP	623689 POWDER RIVER EXAM	05/14/20	EA			60.00
50% CO MTCH APRIL 2020 ADV	19010816	OP	623689 POWDER RIVER EXAM	05/14/20	EA			60.00
50% MRKT GR MAY 2020 ADV	19010817	OP	199566 SUNDANCE TIMES	05/14/20	EA			162.50
50% CO MTCH MAY 2020 ADV	19010817	OP	199566 SUNDANCE TIMES	05/14/20	EA			162.50
50% MRKT GR COVID ADV	19010818	OP	625713 WESTON CO GAZETTE	05/14/20	EA			30.00
50% CO MTCH COVID ADV	19010818	OP	625713 WESTON CO GAZETTE	05/14/20	EA			30.00

6,032.17

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
AIRPORT MARKETING								6,032.17
								22,949.95

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 Receive Quantity	Amount
CELL PHONES TODD, JAY, ONCALL	19009989	OP	592683 ATT AIRPORT	04/17/20	EA			208.89
WEED KILLER/FERT	19010231	OP	566240 FIB MSTRCRD AIRPORT	04/22/20	EA			694.06
TOD LOVE AAAE MEMB 20/21	19010232	OP	566240 FIB MSTRCRD AIRPORT	04/22/20	EA			275.00
ANNUAL MEMBERSHIP 2020	19010233	OP	566240 FIB MSTRCRD AIRPORT	04/22/20	EA			950.00
								2,127.95
Northeast Wyoming Regional								2,127.95
								2,127.95

Campbell County Capital Request Form

Budget Year 2020 - 2021

Department, Office or Board: County Airport

Funding Source: General Fund
 (One form per funding source) Sales Tax (Optional 1%)
 Grant (Special)
 Federal Aviation Administration CARES Act
 No Request

Please Note: Capital Outlay Items include equipment and furniture with a cost greater than \$1,000.00.

List in Priority Order (#1 Greatest Need)

	Description of Item	Price	Quantity	Total for Item	New=N Replace=R	Justification for Capital Item	Purchase Quarter
1	Bobcat 5600	\$56,500.00	1	\$56,500	New=N	The new Bobcat will support the existing Bobcat purchased in 2013 and existing attachments will be interchangeable.	1
2	Bobcat 90" mower deck	\$5,400.00	1	\$5,400	New=N	The new mower deck will support the existing Bobcat for grounds maintenance. All other existing implement attachments will integrate with the new Bobcat.	1
3	Bobcat 1530S Scissor lift	\$10,835.00	1	\$10,835	New=N	This implement attachment will aid airport and facilities personnel at the airport to replace light bulbs in hangars, parking lots and allow for other high rise repairs such as painting.	1
4	De-icing/Anti-icing tank application system	\$15,200.00	1	\$15,200	New=N	This equipment will be used for the de-icing of runways and taxiways. Several times these past two years the airport has had to close the runways due to ice and nil braking for aircraft. This caused several SkyWest and GA flight delays and cancelations resulting in several thousands of dollars in lost revenue to the airport and these companies. This equipment will be adapted to one of the airport's tandem axial plow trucks.	1
5	De-icing fluid	\$10,000.00	1	\$10,000	New=N	De-icing fluid for the anti-icing tank system	1

Total \$97,935

**Will assistance be required from Facilities Maintenance or ITS? YES NO X
 (i.e. installation, assembly, electrical, cabling, carpentry, moving fixtures, etc.)**

* Please attach supporting documentation

Director

Signature: _____

Date: 4/29/2020

REVISED REQUESTED OPERATING BUDGET
Northeast Wyoming Regional
FISCAL YEAR 2020-2021

	Amount Spent FY 18-19	Budget Amount FY 19 - 20	Amount Spent FY 19-20	Budget Amount FY 20 - 21	%	Comments
Northeast Wyoming Regional Expense Accounts						
6022. - FULLTIME - REGULAR	611,551.08	630,993.00	488,103.87	580,319.00	-8.03%	Eliminating 3 ATC positions and adding 3 operations personnel
6023. - FULLTIME - O.T.	95,840.41	126,741.00	81,735.76	86,000.00	-32.15%	Eliminating 3 ATC positions and adding 3 operations personnel
6041. - P/R TAX EXPENDITURES	52,419.20	57,967.00	42,044.82	50,974.00	-12.06%	Eliminating 3 ATC positions and adding 3 operations personnel
6042. - P/R BENEFIT EXPENDITURES	278,450.06	317,827.00	231,058.20	293,993.00	-7.50%	Eliminating 3 ATC positions and adding 3 operations personnel
6046. - FLEX SIGNUP	0.00	0.00	0.00	0.00	0.00%	
6052. - POSTAGE AND FREIGHT	1,063.96	2,000.00	1,462.23	2,000.00	0.00%	
6053. - TELEPHONE	3,666.20	2,820.00	2,180.93	3,000.00	6.38%	Increased to anticipated expenses
6091. - PUBLIC RELATIONS/PROMOTIONS	3,899.91	3,500.00	2,494.43	3,500.00	0.00%	
6093. - PUBLICATION/LEGAL NOTICE	579.93	200.00	0.00	200.00	0.00%	
6102. - ASSOC., COMM., DUES, & FEES	2,565.00	2,500.00	1,445.00	2,500.00	0.00%	
6112. - ELECTRICITY	140,085.33	117,000.00	91,208.83	140,000.00	19.66%	Increased to anticipated expenses
6114. - PROPANE, NATURAL GAS	17,881.46	20,000.00	13,042.97	25,000.00	25.00%	Increased to anticipated expenses
6116. - GARBAGE COLLECTION	7,585.20	7,500.00	5,075.80	7,500.00	0.00%	
6118. - SATELITE TV/MUSIC	5,992.76	6,700.00	3,145.45	6,000.00	-10.45%	Decreased to anticipated expenses
6131. - MEDICALS	455.00	600.00	330.00	0.00	-100.00%	Decrease related to control tower closure
6145. - CONSULTING - GENERAL	38,500.00	17,500.00	19,000.00	4,500.00	-74.29%	Decreased to anticipated expenses
6152. - DRUG TESTING SERVICES	410.00	600.00	175.00	0.00	-100.00%	Decrease related to control tower closure
6281. - AUTOMOBILE	1,422.27	1,500.00	1,067.94	2,000.00	33.33%	Increased to anticipated expenses
6282. - AIRPLANE, TRAIN, BUS	1,231.55	3,700.00	2,932.22	3,700.00	0.00%	
6283. - MEALS AND LODGING	7,846.77	7,500.00	3,492.53	9,000.00	20.00%	Increased to anticipated expenses
6321. - CONTRACT LABOR	0.00	0.00	0.00	0.00	0.00%	
6323. - WATER AND SEWER ENGINEER	6,777.00	8,400.00	4,717.00	8,400.00	0.00%	
6324. - HAZARDOUS WASTE DISPOSAL	0.00	0.00	0.00	0.00	0.00%	
6517.1 - TUITION AND FEES	42.50	3,000.00	654.50	3,000.00	0.00%	

REVISED REQUESTED OPERATING BUDGET
 Northeast Wyoming Regional
 FISCAL YEAR 2020-2021

	Amount Spent FY 18-19	Budget Amount FY 19 - 20	Amount Spent FY 19-20	Budget Amount FY 20 - 21	%	Comments
Northeast Wyoming Regional Expense Accounts						
6517.2 - STAFF DEVELOPMENT	9,000.00	9,160.00	9,182.50	10,000.00	9.17%	Adding 3 operations personnel
6517.3 - CONFERENCE/SEMINAR/WRKSHOP	3,778.83	4,000.00	5,536.08	7,000.00	75.00%	Increased to anticipated expenses
6517.4 - TRAVEL & TRANSPORTATION	649.86	0.00	0.00	0.00	0.00%	
6517.5 - MEALS AND LODGING	1,119.72	0.00	0.00	0.00	0.00%	
6517.6 - CRASH/FIRE RESCUE TRAINING	1,500.00	1,000.00	0.00	2,200.00	120.00%	Adding 3 operations personnel
6531. - GENERAL SUPPLIES	1,967.83	2,500.00	1,856.57	3,000.00	20.00%	Increased to anticipated expenses
6553. - CLOTHING/UNIFORMS	1,269.49	1,350.00	561.03	3,000.00	122.22%	Adding 3 operations personnel
6666. - JANITORIAL SUPPLIES	0.00	0.00	0.00	0.00	0.00%	
6673. - GASOLINE	4,341.15	3,000.00	3,876.81	5,000.00	66.67%	Increased to anticipated expenses
6674. - DIESEL FUEL	7,950.43	11,000.00	10,634.44	12,000.00	9.09%	Increased to anticipated expenses
6675. - MOTOR OIL	0.00	1,000.00	0.00	1,000.00	0.00%	
6676. - HYDRAULIC FLUID	1,220.95	1,000.00	0.00	1,000.00	0.00%	
6677. - GREASE	0.00	1,000.00	0.00	1,000.00	0.00%	
6683. - FIRST AID SUPPLIES	161.19	250.00	66.39	250.00	0.00%	
6690. - SHOP SUPPLIES	1,406.96	2,000.00	821.08	2,000.00	0.00%	
6708. - BUNKER PROTECTIVE GEAR	0.00	0.00	0.00	12,000.00		Adding 3 operations personnel
6719. - PROPERTY TAXES	333.62	500.00	118.94	500.00	0.00%	
6748. - OTHER OPERATING SUPPLIES	269.95	500.00	817.48	0.00	-100.00%	Decreased due to Tyler chart of accounts
6751. - VEHICLE PARTS (NOT CAPITAL)	16,004.24	15,000.00	10,013.43	15,000.00	0.00%	
6752. - TIRES AND CHAINS	625.93	3,000.00	1,100.20	3,000.00	0.00%	
6755. - GENERAL VEHICLE MAINT	8,110.84	7,500.00	2,971.82	7,500.00	0.00%	
6756. - PAINTING SUPPLIES	364.26	500.00	27.79	500.00	0.00%	
6757. - PLUMBING SUPPLIES	0.00	0.00	0.00	0.00	0.00%	
6758. - ELECTRICAL SUPPLIES	801.69	2,000.00	872.20	2,000.00	0.00%	
6759. - WATER AND SEWER MAINT	1,076.93	2,000.00	48.55	1,000.00	-50.00%	Decreased tp anticipated expenses
6760. - LIGHTING MAINTENANCE	203.12	4,000.00	3,591.39	4,000.00	0.00%	
6763. - RADIO EQUIPMENT	1,295.04	2,000.00	1,606.30	2,000.00	0.00%	
6767. - GENERAL EQUIPMENT	34.44	1,500.00	555.60	1,500.00	0.00%	

REVISED REQUESTED OPERATING BUDGET
 Northeast Wyoming Regional
 FISCAL YEAR 2020-2021

	Amount Spent FY 18-19	Budget Amount FY 19 - 20	Amount Spent FY 19-20	Budget Amount FY 20 - 21	%	Comments
Northeast Wyoming Regional Expense Accounts						
6768. - TOOLS	968.78	1,000.00	210.24	1,000.00	0.00%	
6770. - GROUNDS MAINTENANCE	4,195.21	10,000.00	6,433.46	10,000.00	0.00%	
6772. - I L S MAINTENANCE	584.94	2,000.00	3,509.94	4,000.00	100.00%	Increased to anticipated expenses
6777. - BUILDING MAINTENANCE	0.00	0.00	0.00	0.00	0.00%	
6777.1 - TERMINAL MAINTENANCE	962.98	1,000.00	1,701.61	1,000.00	0.00%	
6777.2 - CONTROL TOWER MAINTENANCE	258.00	250.00	54.26	0.00	-100.00%	Decrease related to control tower closure
6777.3 - HANGER MAINTENANCE	1,000.00	1,000.00	1,000.00	1,000.00	0.00%	
6777.4 - SHOP MAINTENANCE	108.71	500.00	0.00	500.00	0.00%	
6777.6 - GENERAL AVIATION BLDG	0.00	500.00	0.00	500.00	0.00%	
6782. - PAVEMENT	0.00	0.00	0.00	0.00	0.00%	
6789. - FUEL FARM MAINTENANCE	7,600.49	4,000.00	5,275.79	4,000.00	0.00%	
6958. - OTHER	100.00	0.00	0.00	0.00	0.00%	
6967. - POSTAGE MACHINE	624.00	630.00	468.00	630.00	0.00%	
6967.1 - COPIER LEASE	3,515.08	3,500.00	273.69	3,500.00	0.00%	
7021. - CLEAR ZONE EASEMENT	0.00	10.00	0.00	10.00	0.00%	
7071. - STATE & FED ANTICIPATION	0.00	0.00	0.00	0.00	0.00%	
7072. - COUNTY MATCHING FUNDS	0.00	0.00	0.00	0.00	0.00%	
7097. - MARKETING/PROMOTION GRANT	38,555.47	42,000.00	29,135.86	42,000.00	0.00%	
7110. - ILS TECHNICIAN	0.00	0.00	0.00	0.00	0.00%	
7323. - CRASH/FIRE/RESCUE	0.00	1,500.00	755.53	3,000.00	100.00%	Adding 3 operations personnel
7338. - OTHER OPERATING EXPENSE	395.00	500.00	1.71	0.00	-100.00%	Decreased to anticipated expenses
Total - Expense Accounts	1,400,620.72	1,482,698.00	1,098,446.17	1,399,176.00	-5.63%	
Accrued Accounts						
7532. - ACCRUED EXPEND - EOY ADJ	576.00	0.00	0.00	0.00	0.00%	
Total - Accrued Accounts	576.00	0.00	0.00	0.00		

REVISED REQUESTED OPERATING BUDGET
 Northeast Wyoming Regional
 FISCAL YEAR 2020-2021

	Amount Spent FY 18-19	Budget Amount FY 19 - 20	Amount Spent FY 19-20	Budget Amount FY 20 - 21	%	Comments
Northeast Wyoming Regional Expense Accounts						
Total - Northeast Wyoming Regional	1,401,196.72	1,482,698.00	1,098,446.17	1,399,176.00	-5.63%	
Grand Total	1,401,196.72	1,482,698.00	1,098,446.17	1,399,176.00	-5.63%	Decreased budget -5.63%

Equals amount changes



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date _____

Airport/Planning Area Northeast Wyoming Regional Airport

CARES Grant Number 3-56-0012-046-2020 (Contract No. DOT-FA20NM-K1047)

Unique Entity Identifier 07-141-3140

TO: County of Campbell, Wyoming and the Northeast Wyoming Regional Airport Board
(herein called the “Sponsor”) (For Co-Sponsors, list all Co-Sponsor names. The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated April 24, 2020, for a grant of Federal funds at or associated with the Northeast Wyoming Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Northeast Wyoming Regional Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Northeast Wyoming Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern “airport revenue.” New airport development projects may not be funded

with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,111,653.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

**NORTHEAST WYOMING REGIONAL
AIRPORT BOARD**

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

ENGINEER'S REPORT
Northeast Wyoming Regional Airport
May 2020 Board Meeting



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

Grant Offer sent to GCC
FAA - 4,620,000 93.75%
State – 184,800 3.75%
Local – 123,200 2.5%
Total 4,928,000

S&S Builders – Winter Shut Down November 2019
Project restart April 20 2020
Construction Update

PFC Application – 2019

Submitted letter to the airlines for comment
Posted on airport website Feb 7th
Submitted to the FAA April 10th

2020 Pavement Marking Project

Board action on MMI Task Order 2
Scoping work completed on 1/9/2020
95% plans Submitted 1/31/2020
American Road Maintenance Low Bid 3/31/2020 **\$91,818.00**
Start Up Date TBD

2020 Crack Sealing Project

Bid opening was 2/13/2020
National Sealant and Concrete LLC, **\$298,693.75**
Start Up Date June 15, 2020

2021 General Aviation Terminal

Preparing Scope of Work
Engineering and Architect Fees

**AIRPORT CAFÉ
LEASE AGREEMENT**

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, 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 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, 2020 and shall continue until February 28, 2021, 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: 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 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.

