

**PINEDALE AIRPORT BOARD
MEETING AGENDA
JUNE 4TH, 2024
4:30 PM
AT: Pinedale Airport Conference Room**

**Google Meet joining info
Video call link: <https://meet.google.com/ozq-hnjs-ida>
Or dial: (US) +1 740-759-1837 PIN: 397 750 288#
More phone numbers: <https://tel.meet/ozq-hnjs-ida?pin=8711183676548>**

Agenda Items:

I. Organizational Matters

- a. Approval of the May 7th, 2024, Regular Meeting Minutes.
- b. Motion to recommend to the Town Council the payment of expense vouchers as presented (attached)

II. Public Comments

III. New Business

- a. WYLITE local Government Retrofit – Application Status
- b. SASO Agreement- Western Wyoming Aviation
- c. Minimum Standards Revisions
- d. Fee Resolution update- Type 1 and 4 Deice Fluid
- e. Apron Lead Lines
- f. Fly In Date- August 10th
- g. Incident Report- N58QT

IV. Old Business

- a. Newsletter

V. Project Updates (Ardurra)

- Master Plan Update
 1. Project Update #21
 2. Voucher 220064-23
- Install 20,000 Gallon Jet A Tank
 1. Project Update #3
 2. Voucher 230238-13 for \$1,306.25

- Reconstruct S GA Apron
 1. Project Update #5
 2. Voucher 230611-5 for \$6,313.92
 3. Amendment #1 to Work Order 2023-03

- PNA SRE Acquisition
 1. Project Update #14
 2. Voucher 230136-12

- VI.** Airport Manager's Report

- VII.** Airport FBO Operations Report

- VIII.** Airport Board Member Comments

- IX.** Set date, time, and location for next PAB meeting – first Tuesday is July 2nd, 2024

- X.** Adjourn Meeting

**PINEDALE AIRPORT BOARD
MEETING AGENDA
May 7th, 2024
4:30 PM
AT: Pinedale Airport Conference Room**

Present: Vice Chair Jamie Burgess, Member Chad Kuhn, Town Council representative Scott Kosiba, Wes Werbelow- Ardurra (Virtual), John and Angela Douglas- Emblem Aviation, Josh Rose- Western Wyoming Aviation, Ellis Kuhn, Airport Manager Riley Wilson, and Abe Pearce (Virtually and Late)

Meeting Called to order by Vice Chair Jamie Burgess at 4:42PM- Late due to technical difficulties.

Agenda Items:

Riley Wilson requested the board accepted an amended agenda including two additional items, Item F and G respectively. Motion to accept agenda as printed made by Scott Kosiba and seconded by Chad Kuhn, Motion carries 3-0.

I. Organizational Matters

- a. Approval of the April 4th, 2024, Regular Meeting Minutes.
 - i. **Motion to accept the April 4th regular meeting minutes made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0.**
- b. Motion to recommend to the Town Council the payment of expense vouchers as presented (attached)
 - i. **Motion to recommend to the Town Council the payment of expense vouchers as presented made by Chad Kuhn and seconded by Scott Kosiba, Motion carries 3-0.**

II. Public Comments

- a. **Angela Douglas gave an update on the status of the STOL competition and how well received the Rocky Mountain STOL competition has been with the pilots as well as the families. She also announced the first title Sponsor for the competition, which will benefit the financials for the event.**
- b. **Josh Rose gave an update on Western Wyoming Aviation and its operations at the Pinedale Airport as well as updates on the hiring of more instructors.**

III. New Business

- a. Airport Staff Update
 - i. **Riley Wilson gave an update on the hiring of the airport; new staff will be onboarded beginning the 13th and the seasonal will start the 20th.**
- b. Ground Squirrel Poison Update- May 6th
 - i. **Riley Wilson informed the board that the poison for ground squirrels has been spread.**

- c. Fuel Update-Premixed Jet Fuel
 - i. **Riley Wilson informed the board that the airport is planning on moving to premixed Jet fuel with the installation of the fuel tank.**
- d. Discount Cards
 - i. **Riley Wilson informed the board that the discount cards are now available for Self-Serve 100LL purchases.**
- e. Fee Resolution- Secured Parking Discussion
 - i. **Riley Wilson proposed to the board an addition to the fee resolution as it pertains to the parking on the west side of the FBO building. After discussion, it was decided that the better way to handle the problem would be to have the discussion with the vehicle owner, as well as posting signs and painting lines.**
- f. FY-24 Budget Amendment
 - i. **Motion to recommend the acceptance of FY 24 Budget Amendment made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**
- g. FY-25 Budget 1st Read
 - i. **Motion to recommend the acceptance of FY 25 Budget first read made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**
- h. Unfunded Needs
 - i. **Riley Wilson informed the board on the state's request for the airports unfunded needs and asked for any projects that they believe to be an unfunded need of the Airport**

IV. Old Business

- a. Newsletter
 - i. **No comments except for a typo noted by Jamie Burgess**

V. Project Updates (Ardurra)

- Fuel Farm Procurement
 - Voucher 230238-12 for \$1,382.50
 - **Motion to approve Voucher 230238-12 for \$1,382.50 made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**

- Master Plan Update
 - Project Update #20
 - Voucher 220064-22 for \$16,572.50
 - **Motion to approve Voucher 220064-22 for \$16,572.50 made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**
- PNA S GA Apron
 - Project Update #4
 - Voucher 230611-4 for \$11,511.75
 - **Motion to approve Voucher 230611-4 for \$11,511.75 made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**
 - Recommendation to Rebid
 - **Motion to recommend rebidding the South GA Apron to the town council made by made by Chad Kuhn and seconded by Scott Kosiba. Motion carries 3-0**
- PNA Acquire SRE
 - Project Update #13
 - **No motion made- Wes Werbelow informed the board that the Loader is scheduled for delivery sometime this week.**

VI. Airport Manager’s Report

- a. No motion made**

VII. Airport FBO Operations Report

- a. No motion made**

VIII. Airport Board Member Comments

- a. The airport board agreed with Riley Wilson’s decision to use Stain 230 for the window trim.**

IX. Set date, time, and location for next PAB meeting – first Tuesday is June 4th, 2024

- a. Location will be back in Town Hall for the next meeting.**

X. Adjourn Meeting

- a. Meeting Adjourned at 6:30 PM with motion made by Scott Kosiba and seconded by Chad Kuhn, Motion carries 3-0**

Airport Expenses - May 2024

Vendor	Description	Invoice Number	Check Date	Amount
A to Z Hardware	FBO Remodel Supplies	71877	5/13/2024	\$124.45
Ardurra Group	Airport Master Plan	220064-22	5/13/2024	\$16,572.50
Ardurra Group	Fuel Farm Installation	230238-12	5/13/2024	\$1,382.50
Ardurra Group	PNA Rehab S GA Apron	230611-4	5/13/2024	\$11,511.75
Bassco Services Inc	PNA Fuel Farm Installation	PAY APP 2	5/13/2024	\$178,673.07
Bomgaars Supply	Oil Transfer System	74651532	5/13/2024	\$95.80
Bomgaars Supply	Torch Kit	74652982	5/13/2024	\$55.99
Casper Star Tribune	Bid Ad Reconstruct S GA Apron	92014	5/13/2024	\$734.56
Moosely Mailboxes & More	Fuel Tank Installation Overnight Docs	88770	5/13/2024	\$76.49
Pine Creek Ditch Association	Annual Assessment	205	5/13/2024	\$962.76
Pinedale Natural Gas Inc	Generator	20240425 AIR GEN	5/13/2024	\$25.00
Pinedale Natural Gas Inc	FBO Building	20240425 FBO	5/13/2024	\$139.11
Pinedale Natural Gas Inc	SRE Building	20240425 SRE BLDG	5/13/2024	\$53.82
Pinedale Natural Gas Inc	Maintenance Hangar	20240425 MAINT HGR	5/13/2024	\$15.52
Pinedale Natural Gas Inc	SRE Hangar	20240425 SRE HGR	5/13/2024	\$68.50
Ridley's Family Market	Distilled Water	0415.04.23	5/13/2024	\$27.94
Rocky Mountain Power	Airport Fuel Farm	20240429 FF	5/13/2024	\$206.42
Rocky Mountain Power	Airport Lights	20240429 AIRPORT	5/13/2024	\$944.91
Shadow Mountain Water of WY	Potable Water	002.B014948	5/13/2024	\$15.00
Shadow Mountain Water of WY	Potable Water	002.B015213	5/13/2024	\$7.50
Visa	Bldg Maint, Oil, Amenities, Wheel Chocks	20240423	5/13/2024	\$1,495.94
Wyoming Dept of Transportation	AvGas Fuel Dealer	20240531	5/13/2024	\$50.00
A to Z Hardware	Window Trim Stain	072021	5/28/2024	\$25.99
AvFuel Corporation	Jet A Fuel	020477843	5/28/2024	\$40,226.02
Bomgaars Supply	FBO Remodel Supplies	74657758	5/28/2024	\$59.40
Bomgaars Supply	Fuel Farm Padlocks	74657897	5/28/2024	\$39.97
Bomgaars Supply	Fuel Farm Supplies	74658336	5/28/2024	\$20.97
Bomgaars Supply	PPE	74658950	5/28/2024	\$206.93
Bomgaars Supply	FBO Remodel Supplies	74659920	5/28/2024	\$45.32
Moosely Mailboxes & More	Fuel Tank Installation Docs	88907	5/28/2024	\$35.95
Ridley's Family Markets	FBO Remodel Supplies	0497.05.18	5/28/2024	\$62.98
Shadow Mountain Water of WY	Potable Water	002.B015421	5/28/2024	\$15.00
May Gross Wages			5/31/2024	\$9,216.03

Total Expenses \$263,194.09

SASO AGREEMENT

THIS AGREEMENT, made and entered into on the date last set out below by and between The Town of Pinedale, State of Wyoming, hereinafter referred to as the Town, Western Wyoming Aviation, Inc., hereinafter referred to as Operator.

WHEREAS, the Town owns and operates an airport known as Ralph Wenz Field, located within Sublette County, Wyoming, herein referred to as the Airport, and has jurisdiction over the operation and maintenance of the land within the Airport; and,

WHEREAS, in order to ensure adequate aeronautical services and facilities for the users of the Airport, to encourage the development of the Airport and its activities, and to foster the economic health and orderly development of commercial aeronautical operators at the Airport, the Town has determined to contract with Operator to provide certain specialized aviation service operations, hereinafter referred to as SASO services at the Airport; and,

WHEREAS, Operator is desirous of entering into an agreement with the Town to provide certain SASO services at the Airport; and,

WHEREAS, the Town is agreeable to said arrangement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement to be kept and performed by both parties, the parties hereby agree as follows:

1. **Leased Premises.** The Operator has established by separate Lease Agreement, hereinafter referred to as the Lease, certain real property, herein referred to as the Leased Premises, for use by Operator for its use in providing SASO services, operations, and procedures as described in this Agreement and necessary for the conduct of Operator's business, sufficient to meet the provisions of the current Minimum Standards for Aeronautical Services of the Airport. The leased premises at the onset of this agreement consist of a Lease Agreement between the Town and the Operator. A copy of all leases or subleases for SASO Services shall be provided to the Town. Additions or subtractions of leased premises for the operations for SASO Services shall be approved by the Town prior to modifying the location of any such services. Failure to provide the necessary premises as defined in the Minimum Standards for Aeronautical Services shall be subject to the provisions of Section 23. Default/Termination.

2. **Term.**

A. The term of this Agreement shall be for a period of two (2) years, commencing on July 1, 2024 and continuing through June 30, 2026, unless earlier terminated under the provisions of this Agreement.

B. Operator shall provide written notice to the Town no less than six (6) months before the termination date of this Agreement of its intention to seek renewal of this

Agreement. A failure to provide such notice withing such time frame shall relieve the Town from the obligation set out in Sub-Section C below.

C. Upon receipt of said notice from Operator, the Town agrees to negotiate in good faith concerning the terms and conditions on which this Agreement could be extended for another five (5) year period.

D. No such extension shall be effective unless the Operator maintains by written agreement a leased premise for operations sufficient to meet the provisions of the Minimum Standards for Aeronautical Services for the same period of time.

E. In the event the parties are unable to agree concerning the terms of any extension of this Agreement by the termination date of this Agreement, such nonagreement shall act to terminate any right to extend the term of this Agreement.

3. **Fees.** In consideration of Operator providing SASO services at the Airport and entering into the Lease Agreement, the Town shall not assess any further fees against the Operator for operating a SASO business at the Airport.

4. **Services.** Operator is authorized to provide the services described in Exhibit A hereto under this Agreement.

5. **Operating Standards**

A. Minimum Standards for Aeronautical Services. The minimum standards (most current edition), shall constitute the minimum operating standards to be met by Operator in order to conduct any aeronautical activity or endeavor at the Airport. Operator agrees that all aeronautical activities authorized under this Agreement and engaged in by Operator shall be performed in accordance with the said minimum standards unless otherwise amended by this Agreement.

B. Standard Requirements for All Services. In providing any of the services or activities specified herein, Operator shall operate for the use and benefit of the public, and shall meet or exceed the following standards:

I. Operator shall furnish service on a fair, reasonable and not unjustly discriminatory basis to all users of the Airport. Operator shall furnish good, prompt and efficient service adequate to meet all reasonable demands for the services at the Airport.

II. Operator shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided, however, that Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

C. Title VI, Civil Rights Assurances. Operator, for itself, its personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be

otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

D. Affirmative Action. Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered sub-organizations provide Assurances to the Town that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

E. Operator shall control the conduct, demeanor and appearance of its employees, agents, vendors and contractors, who shall be trained by Operator and shall possess such technical qualifications and hold such certificates or qualifications, or both, as may be required in carrying out assigned duties. It shall be Operator's responsibility to maintain close supervision over its employees and contractors to assure a high standard of service to Operator's customers.

F. Operator shall comply with all Federal, State and local laws, as well as standards set forth in the Airport minimum standards and rules and regulations which may apply to the conduct of Operator's business, and as may be amended from time to time, including rules and regulations promulgated by the Town. Operator shall keep in effect and post in a prominent place all necessary and/or required insurance, licenses, certificates and permits.

G. Operator shall have the right, at its expense, to place in or on the Leased Premises described in Section 1(a) one or more signs identifying Operator. Such signs shall be of a size, shape and design and at one or more locations approved by the Town. The Town's approval shall not be unreasonably withheld. At the termination of this Agreement, Operator shall remove, at its expense, all lettering, signs and placards erected on the Leased Premises.

I. It is not the intent of this Agreement to grant Operator the exclusive right to provide any or all of the services described herein at any time during the term of this Agreement.

Nothing herein shall preclude the Town from granting to others certain rights and privileges at the Airport which are similar in part or in whole to those granted to Operator. However, the Town does covenant and agree that it shall enforce, without discrimination or partiality, all minimum standards or requirements for all aeronautical endeavors and activities conducted at the Airport, and will not allow the conduct of any commercial aeronautical endeavor or activity at the Airport by any person or firm except under an Agreement approved by the Town.

6. Insurance. For the protection of both the Town and Operator, Operate shall keep and maintain insurance in accordance with the requirements of the minimum standards (most current edition). Operator shall ensure that an endorsement of this Agreement is made by Operator's insurance carrier and furnish the Town with a certificate of insurance.

A. All insurance policies shall be issued by a company licensed to do business in the state of Wyoming. The policy shall contain a provision that the same may not be canceled before the expiration of its term except upon thirty days' written notice to the Town.

B. All insurance policies shall name the Town as an additional name insured under said policy and shall contain a Waiver of Subrogation for the benefit of the Town.

C. Operator shall furnish to the Town, annually on the policy renewal date, with the appropriate Certification of Insurance as evidence of coverage.

D. The Town reserves the right to increase the minimum insurance requirements, when, in the Town's opinion, the risks attendant to the Operator's operations hereunder have increased, or through separate agreements as they relate to the lease of real property.

E. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Agreement unless another policy has been filed and approved pursuant to this section and shall be in full force and effect at the time of such cancellation or termination.

7. Hold Harmless / Indemnification. Operator agrees to hold Town free and harmless from loss and to indemnify Town from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Operator, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions.

8. Public Areas. Operator shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be constructed on or appurtenant to the Airport, including the use of landing areas, runways, taxi ways, navigational aids and aircraft parking areas as designated by the Town. Operator's permitted use of any of these areas shall be at the discretion of the Town and subject to change to facilitate

the general development and operations, or both, of the Airport and to comply with FAA or other regulatory agency directives.

9. Rights Reserved to the Town. The rights and privileges granted to Operator under this Agreement are subject to the following reservations and conditions:

A. Adverse Use. The Town expressly reserves the right to prevent any use of the property which would interfere with or adversely affect the operation and maintenance of the Airport, or otherwise constitute an airport hazard.

B. Improvements. The Town reserves the right to further develop or improve the Airport and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the views or desires of Operator, and without interference or hindrance. The Town reserves the right to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair of the Airport. Operator acknowledges that such activities may interfere with, inconvenience or temporarily interrupt Operator's access to and use of the Airport. Operator, for itself and any party claiming through Operator, hereby agrees that no liability shall attach to the Town, its Board members, officers, agents, employees, contractors, subcontractors, representatives and governing body or the Town by reason of such interference, inconvenience or interruption and waives any right to claim damages or other consideration therefor. This paragraph shall not operate as any waiver of liability as to the active negligence of any contractor or third party during such construction, etc., which causes loss or damage to Operator.

C. Ramps. Ramp space shall be used on a non-exclusive basis by Operator.

D. Maintenance of Airport. Town reserves the right, but shall not be obligated to Operator, 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 Operator in this regard.

E. Utilities. Town shall have the right, without cost to Operator, to install and maintain in, on or across the Leased Premises sewer, water, gas, electric, and telephone lines and streets or other installations necessary to the operations of the Airport, or to service other users of the Airport; provided, however, that the Town shall carry out all such work and locate any above-ground structures in a manner so as not to unreasonably interfere with Operator's activities.

10. Right of Flight. The Town reserves unto itself, 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 Airport premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing at, taking off from or operating on the airport.

11. Operator's Rights. Operator shall have the following rights:

A. In common with others so authorized, to use common areas of the Airport, including runways, taxi ways, aprons, roadways, flood lights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

B. In common with others, the non-exclusive use of the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Town to charge Operator and visitors a fee for the use of such areas.

C. To install, operate, maintain, repair and store, subject to approval of the Town, in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Operator's business.

D. To have access to and from the Leased Premises, limited to streets, driveways or sidewalks designed for such purposes by the Town, and which right shall extend to Operator's employees, passengers, guests, invitees and patrons.

E. So long as Operator conducts its business in a fair, reasonable and workmanlike manner, Operator shall peaceably have and enjoy the leased premises and all the rights and privileges granted in the Lease Agreement.

12. Snow Removal. Town agrees to provide snow removal services for the Airport.

13. Taxes. Operator shall pay all taxes or assessments that may be levied against the personal property of Operator.

14. Non-Exclusive Rights. Operator shall have the right and privilege of engaging in and conducting a business on the Leased Premises of the Airport under the terms and conditions as set forth herein, provided, that this agreement shall not be construed in any manner to grant Operator or those claiming under it the exclusive right to the use of the premises and facilities of the airport other than the Leased Premises.

15. Aircraft Service by Owner or Operator. No right or privilege has been or is hereby granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. Property Rights Reserved. This Agreement shall be subject to and subordinate to the provision of any existing or future Agreement between the Town and the United States of America, the State of Wyoming, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport, and to any terms and conditions imposed upon the Town by any other governmental entity.

17. Compliance with Laws, Regulations, Ordinances and Rules. Operator agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by Town, and by any other proper authority having jurisdiction over

the conduct of the operations at the airport.

18. Relationship of Parties. Operator is, and shall be deemed to be, an independent contractor responsible to all parties for its respective acts and omissions, and the Town shall in no way be responsible therefor.

19. Laws and Regulations. Operator agrees to observe and obey during the term of this lease, all laws, ordinances, rules and regulations promulgated and enforced by Town, and by any other proper authority having jurisdiction over the conduct of the operations at the airport.

20. Subordination Provision. This agreement shall be subordinate to the provisions of any existing or future agreement between Town and the United States or the State of Wyoming, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this agreement may be amended to include provisions required by those agreements with the United States or the State of Wyoming.

21. Agreement/ Transfer. The Operator may not, at any time during the term of this agreement, assign, or transfer this agreement, or any interest therein, without the written consent of Town.

22. Change of Corporate Control. Operator represents that the ownership and power to vote Operator's entire outstanding stock belongs to and is vested in the officer or officers executing this Agreement or members of their immediate families. If any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Operator shall occur, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the Town, then the Town shall have the option to terminate this Agreement upon 30 days' prior written notice to Operator. In addition, Operator shall have an affirmative obligation to notify the Town immediately of any such change.

23. Default / Termination. Operator shall be deemed in default upon:

- A. The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement;
- B. The commencement of a proceeding for dissolution or for the appointment of a receiver;
- C. The making of an assignment for the benefit of creditors;
- D. Violation of any restrictions in this agreement or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within five working days.
- E. Abandonment of Leased Premises.

24. Rights After Termination. In the event of termination for default by Operator, the Town shall have the right at once and without further notice to Operator, or surety, to enter and

take possession of the Leased Premises, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the premises or Airport covered by this Agreement, and any and all goods and chattels belonging to Operator or its associates which may be found, without being liable for prosecution or to any claim for damages. Upon such termination by the Town, all rights, powers and privileges of Operator shall cease, and Operator shall immediately vacate any and all space occupied by it, and shall make no claim of any kind whatsoever against the Town, its agents or representatives, by reason of such termination, or any act incident thereto. The Operator shall, in addition to other rights provided for by law, be permitted to remove its operating facilities, merchandise, etc., in a manner and at a time agreed upon by the parties.

25. Choice of Forum. The terms of the Agreement shall be governed by the laws of the State of Wyoming. The parties' consent that the proper venue and jurisdiction of any litigation concerning this lease shall be in District Court for Sublette County, Wyoming, Ninth Judicial District.

26. Sovereign Immunity. Town does not waive sovereign immunity by entering into this lease and specifically retains all immunity and all defenses available to it pursuant to W.S. 1-39-104(a) and all other state law.

27. Time of the Essence. Time is of the essence of this Agreement.

28. Attorney's Fees. In the event any action or proceeding is brought to enforce compliance with this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees expense and costs.

29. No Construction Against Drafting Party. The parties acknowledge and agree that each has had the opportunity to consult with their respective attorneys, full negotiate the terms of the lease and to modify the draftsmanship hereof. Therefore, the terms of this lease shall be construed and interpreted without any presumption, inference or rule requiring the construction or interpretation of any provision hereof against the drafting party.

30. Notifications. All notices to either of the parties shall be deemed validly given upon deposit in the United States Mail, certified, with proper postage and certified fee prepaid, addressed as follows:

To the Town:

Town of Pinedale
P.O. Box 749
Pinedale, WY 82941

To Operator:

Western Wyoming Aviation
19 Gannet Road
Pinedale, WY 82941

31. Miscellaneous.

A. Entire Agreement. This instrument contains the entire agreement between the parties and no provision hereof may be modified in any manner except by written instrument signed by the parties and appropriately approved or ratified by the Town.

B. Law in Force. This Agreement shall be construed and enforced according to the laws of the State of Wyoming.

C. Partial invalidity. The invalidity of any covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision herein contained.

32. Provisions Related to FAA Requirements. This Agreement is expressly subject to the following provisions relating to the FAA:

A Subordination. This Agreement is and shall be subordinate to the provisions and requirements of any existing or future agreements between the Town, FAA, and the United States relative to the development, operation or maintenance of the Airport.

B. Non-Exclusive. It is understood and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

C. Additional Provisions. Certain additional FAA requirements are incorporated within other provisions of this Agreement and may not be specifically identified as such. Lack of inclusion or express enumeration of any FAA requirement as a provision of this Agreement shall not relieve or diminish Operator's obligation to comply with all FAA requirements, nor shall such lack imply that Operator's rights hereunder are in any manner paramount to provisions of any existing or future agreement between the Town and FAA or any other agency of the United States.

Dated this _____ day of _____, 202_____.

TOWN:

BY: _____
Matt W. Murdock, Mayor

Dated this _____ day of _____, 202____.

BY: _____

ITS: _____

DRAFT

Exhibit A

The Operator shall have the right to operate the following services as a Specialized Aviation Service Operation (SASO).

1. Aircraft Rental
2. Flight Instruction

DRAFT

MINIMUM STANDARDS FOR



Pinedale Ralph Wentz Field Airport

Adopted By:
Pinedale Airport Board xx-xx-xxxx
Pinedale Town Council (xx-xx-xxxx)
2024

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1. Fixed Base Operators
2. Specialized Aviation Service Operators
 - a. Airframe/Powerplant/Specialized Aircraft Repair
 - b. Flight Instruction and/or Aircraft Rental
 - c. Aerial Application
 - d. Air Charter/Air Taxi Service
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INTRODUCTION

The Pinedale Airport, also known as Ralph Wenz Field, is located approximately 6 miles southeast of Pinedale, Wyoming. It is a busy general aviation airport regularly used by larger business jet aircraft and smaller single and multi-engine aircraft. The Airport is owned by the Town of Pinedale and operated and managed by the five members of the Airport Board (“Board”). The daily operations of the Airport are overseen by the Airport Manager, who is appointed or contracted by the Board.

These Minimum Standards (“Standards”) have been developed and adopted to protect and promote in a reasonable manner the best interests of the public by requiring a minimum level and quality of facilities and services required of any commercial activities at the Airport. These Standards are designed to provide a reasonable opportunity, without discrimination, for the non-exclusive conduct of commercial aeronautical activities at the Airport.

The Board reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed activities or to protect or improve the Airport or the quality of service provided to the public. These Standards are not retroactive and do not bear on or affect any written agreement or lease properly executed prior to the date of adoption and approval of these Standards. It should be emphasized that this document specifies the *minimum* standards that must be met to conduct activities at the airport. Applicants and operators are encouraged to exceed these minimums whenever possible.

GENERAL

- A. No entity shall engage in any commercial aeronautical activity or business of any nature whatsoever on Airport property, except with the prior written approval of the Board.
- B. Such written approval by the Board is issued through either an assigned lease agreement with the Board if land and/or facilities are leased from the Airport or a written agreement if the activity will be operating under a sublease from an existing Airport tenant.
- C. In the event these Standards, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.
- D. These standards do not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation Part 121 or to military operations.

- E. All activities at the Airport are subject to and must comply with all existing and future applicable laws, ordinances, rules, and regulations of the Airport, Town of Pinedale, the State of Wyoming, the Federal government, and all other governmental bodies having jurisdiction.

Section I – DEFINITIONS

As used in these Standards, the following definitions apply:

- A. *Aeronautical Activity*- Any activity conducted on Airport property that makes the operation of an aircraft possible or that contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aerial application, aircraft sales, sale of aviation petroleum products, repair, and maintenance of aircraft, and sale of aircraft parts.
- B. *Airport Layout Plan*- The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Airport Board.
- C. *Commercial Aeronautical Activity*- Any aeronautical activity which involves, makes possible, or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation, or profit, whether or not such objective(s) is accomplished.
- D. *Entity*- A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group, or corporation.
- E. *Fixed Base Operator (FBO)*- A commercial tenant that provides for aircraft services as outlined in section V.(A).
- F. *Manager*- means the Airport Manager of the Pinedale Airport as appointed or contracted by the Airport Board
- G. *Minimum Standards*- Qualifications established by the Airport Board as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport and or for a land or facility lease.
- H. *Non-Aeronautical Activity*- Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- I. *Non-Commercial Aeronautical Activity*- Any aeronautical activity which does not involve, makes possible, or relates to the operation of aircraft, the purpose of such activity is to secure income, earnings, compensation, or profit, whether or not such objective(s) is accomplished.
- J. *Non-Commercial Flying Club*- any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition, and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.

- K. *Operator*- This means the entity responsible for the operations of commercial aeronautical activity.
- L. *Rules and Regulations*- the rules and regulations as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest, and welfare of the Pinedale Airport.
- M. *Specialized Aviation Service Operator (SASO)*- A commercial aeronautical activity that provides one or more commercial services as outlined in section V.
- N. *Branded Fuel*- The term branded fuel is used in this document as defined by the United States Government's Energy Information Administration. That definition is A refined petroleum product sold by a refiner with the understanding that the purchaser has the right to resell the product under a trademark, trade name, service mark, or other identifying symbol or names owned by such refiner.

SECTION II - APPLICATION REQUIREMENTS

- A. **Commercial/Non-Commercial Aeronautical Activity** Applications for permission to conduct any commercial or non-Commercial aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. The applicant shall submit all information and material necessary or requested by the Board to establish to the Board's satisfaction that the applicant will qualify and comply with these Standards. All aeronautical applications must include the following:
 - 1. Name, mailing address, email, and phone number of applicant(s).
 - 2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.
 - 3. Individual or business name and mailing address to appear on the lease or agreement.
 - 4. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided.
 - 5. The proposed commencement date of the proposed construction or site improvements, proposed completion date, and the proposed date of commencement of operations.
 - 6. A description of the building space to be constructed, including square footages, building types, and intended use of each.
 - 7. The estimated total cost of construction and improvements.
 - 8. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan).
 - 9. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.
 - 10. Provide a certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section VIII.

In addition, to the above-stated items all commercial aeronautical applications are required to include the following:

1. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.
2. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.
3. A statement, with supporting evidence, of the need at the Airport for the proposed operation and the desires of the users at the Airport for the proposed operation to be open for business.
4. A description of the services to be offered, including all of the intended services upon completion of the installation of the facility.
5. The hours of operations and number of employees.
6. Provide evidence of financial capability to perform and provide the above services.

If requested by the Board, the commercial aeronautical applicant shall also submit the following supporting documentation:

1. Financial Statement- A current financial statement prepared or certified by a Certified Public Accountant.
2. Assets- A written listing of the assets owned or to be purchased and utilized in conjunction with the commercial activity at the Airport.
3. Credit Report- A current credit report covering all areas in which the applicant had done business within the last ten years.
4. References- A list of persons or businesses for which the Board has the authority to contact.
5. Authorization for release of information. Written authorization for the Federal Aviation Administration, all aviation or aeronautical commissions or boards, administrators, or departments of states in which the applicant has engaged in the aviation business to supply the Board with all information in their files relating to the application or its operation. The applicant shall execute such forms, releases, and discharges as may be requested by any of these agencies. The Board shall be the sole judge of what constitutes adequate financial capability and qualifications of the applicant to conduct the proposed activity.

B. Non-Aeronautical Activities Applications for permission to conduct any non-aeronautical activity or for a land or facility lease to conduct such activity at the Airport shall be made in writing to the Airport Manager. The applicant shall submit all information and material necessary or requested by the Board to establish to the Board's satisfaction that the applicant will qualify and comply with these Standards. At a minimum, such applications must include all of the following:

- i. Applicants are required to schedule a pre-submittal meeting with the Airport Board. This meeting gives the applicant an opportunity to present their idea and to discuss available parcels and their designated use. This also gives the applicant valuable general comments on the feasibility of the idea and an opportunity to identify any potential problems. It also offers the applicant an introduction to the Airport's Minimum Standards, which will apply.

- ii. Following pre-submittal discussions, a Development Plan should be submitted to the Airport Board for placement on the agenda at a regularly scheduled meeting. A developer's representative must be present. Should the proposed Development be an aeronautical activity as defined in the Airport's Minimum Standards, a concurrent application under those Standards will be also required.
- iii. This meeting will give Airport Board members an opportunity to review the proposed development and address any questions or concerns with the applicant. The Development Plan must be submitted at least two weeks prior to the Airport Board meeting at which the proposed development will be discussed. At a minimum, the Development Plan must include the following information:
 1. Applicant's name, address, phone, email, and facsimile numbers.
 2. Number and type of structure(s) proposed, including approximate size, maximum height.
 3. Proposed use of structure.

The following plans and drawings shall also be submitted:

1. Title or name of the development.
 2. Vicinity map, north arrow, and date of preparation.
 3. Location and description of the lot. If a lot is not depicted on the Airport's Current Lease Parcel Map, include a description and depiction of the area for proposed development (must be compatible with the Airport's FAA-approved Airport Layout Plan.)
 4. Location and proposed uses of building areas, including dimensions and square footage.
 5. Location and dimensions of required setbacks as outlined in these Guidelines.
 6. Designated parking areas and egress/ingress routes.
 7. Topographic drainage map depicting existing and proposed contours and drainage, including adjacent sites.
 8. Utility drawing depicting existing and proposed utility locations and connections.
 9. An exterior lighting plan.
 10. Plans and specifications for the proposed development, including samples of material types and colors.
 11. An architectural rendering or building plans with elevation view of the proposed development, including all adjacent improvements as requested by the Board.
 12. The proposed timetable for development. Following Airport Board and Manager input, revisions to the Development Plan may be necessary prior to the execution of a Lease Agreement.
- iv. Following revision and approval of the Development Plan, the Airport Board may enter into a Lease Agreement with the developer, or approve a sublease with an existing tenant as may be provided in that tenant's Lease Agreement with the Airport. The execution of a Lease Agreement may be concurrent with the approval of the Development Plan. Should the proposed development be an aeronautical activity as defined in the Airport's

Minimum Standards, such Lease Agreement will incorporate language enforcing the Minimum Standard provisions that apply to the proposed development. Under no circumstances may construction occur prior to the execution of a Lease Agreement.

SECTION III - GENERAL CONDITIONS AND REQUIREMENTS

The following general conditions and requirements will be included in all commercial aeronautical or non-aeronautical activity leases or any written agreement under Standards. They are basic clauses only and more specific clauses, covenants, and language, dependent upon the particular activity authorized by the Board, may be included in the lease or agreement under Standards.

- A. **NON DISCRIMINATION:** Premises are to be operated for the use and benefit of the public. Non-discrimination means:
1. To furnish good, prompt, and efficient services adequate to meet the demands for its service at the Airport;
 2. To furnish said service on an equal and non-discriminatory basis to all users thereof;
 3. To charge reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;
 4. The Operator, his agents, and employees will not discriminate against any person or class of persons by reason of race, color, creed, gender, or national origin in providing any services or in the use of any of its facilities provided for the public in any manner. The
 5. The operator further agrees to comply with enforcement procedures as the United States might demand that the Board take in order to comply with the Airport's Federal Assurances.

A. **AIRCRAFT SERVICE BY OWNERS OR OPERATORS OF AIRCRAFT**

It is to be clearly understood by all Operators under these Standards that no right or privilege has been granted which would serve to prevent other aircraft owners or operators (commercial or non-commercial) on the Airport from performing any service on their own aircraft. This does not preclude the Operator under these Standards from restricting the activities of others on its own leasehold.

B. **NON-EXCLUSIVE RIGHT**

The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a written Agreement.

C. **AIRPORT DEVELOPMENT**

The Board reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of the Operator and without interference or hindrance.

D. MAINTENANCE OF LANDING AREA AND ALL PUBLICLY OWNED FACILITIES

The Board reserves the right, but shall not be obligated to the Operator, 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 Operator in this regard.

E. NATIONAL EMERGENCY

During a time of war or national emergency, the Board shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government shall be suspended.

F. AIRPORT OBSTRUCTIONS

The Board reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport, which, in the opinion of the Board, would limit the usefulness of the Airport or constitute a hazard to aircraft.

G. SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between the Board and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

H. REFUSE AND WASTE

The Operator shall not throw, dump, deposit, or store any waste on the Airport. The Operator's operating area shall be kept in a safe, neat, clean, and orderly manner at all times and in such a manner to minimize any hazards. The operator must comply with the Airport's Stormwater Pollution Prevention Plan as appropriate. Examples of waste include, but are not limited to, garbage; used fluids such as oil, chemicals, solvents, or cleaners; scrap materials or other debris.

I. OPERATION AREA

The Operator shall not conduct any of its business or activities on any area except those specified in the lease or agreements under standards.

J. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS

The Operator shall comply with all federal, state, and local rules and regulations which may pertain to its operation on the Airport and all future revision thereto.

K. APPROVAL OF CONSTRUCTION

No buildings, structures, tie-downs, ramps, paving, taxi area, drains, earthwork or any other improvements or additions to the Airport shall be placed or constructed or altered or removed at the Airport without the prior written approval of the Board. Applicable County permits must be obtained by the Operator prior to any such work. The Operator must also coordinate the construction of improvements with the Federal Aviation Administration through the 7460 process.

L. CHANGE IN SERVICES OFFERED

Once a lease or agreement under these Standards is entered into, the Operator may not add or delete services offered without the prior consent of the Board. Any additional services contemplated must meet the requirements outlined in these standards.

SECTION IV - ACTION UPON APPLICATION

Upon receipt of an application to conduct an activity under these standards, the airport manager will review the application to ensure its completeness and compliance with the requirements of Section II, Application Requirements.

- A. If the application is found to be complete in accordance with Section II, the Airport Manager will schedule a public hearing regarding the proposed activity for Board and public consideration. If the application is incomplete, the Airport Manager will advise the applicant in writing of the deficiencies.
- B. The public hearing will be scheduled during a regular or special meeting of the Board.
- C. No public hearing shall be conducted unless the applicant or a duly appointed representative is present.
- D. At the time of the public hearing, the Board shall hear all evidence for and against the application. After due deliberation, the Board shall either take the application under advisement until a future public hearing date or render a decision upon the application, which shall become a matter of public record.
- E. In consideration of the application, the Board may deny the application based on one or more of the following terms:
 1. NOT QUALIFIED: The applicant does not meet the qualifications, standards or requirements established by these Standards.
 2. SAFETY HAZARDS: The applicant's proposed operation or construction would create a safety hazard at the Airport.
 3. BOARD EXPENDITURE: The approval of the application would require the Board to expend Airport funds, labor, or materials in connection with the operation.
 4. AVAILABILITY: There is no appropriate, adequate, or available space or building at the Airport to accommodate the applicant's operation.
 5. NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN: The proposed operation, development, or construction does not comply with the Airport's Layout or Master Plans.
 6. CONGESTION: The development or use of the area requested will result in depriving existing Airport operators of portions of the area in which they are

- conducting operations, or will result in congestion of general operating areas or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.
7. **MISREPRESENTATION:** Any party applying for or having an interest in the business has supplied the Board with any false information or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application or in supporting documents.
 8. **HISTORY OF VIOLATIONS:** Any party applying for or having an interest in the business has a record of violating these Minimum Standards or any Federal, State, or local rules and regulations of any other airport, the town of Pinedale, or Pinedale Airport.
 9. **DEFAULTED PERFORMANCE:** Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, the town of Pinedale, or Pinedale Airport.
 10. **POOR CREDIT REPORT:** Any party applying for or having an interest in the business, who has a credit report which contains derogatory information and who does not appear to be a person of satisfactory business responsibility or reputation.
 11. **LACK OF FINANCES:** The applicant does not have, appear to have, or have access to, the finances necessary to conduct the proposed operation.
 12. **UNDESIRABLE REPUTATION:** Any party applying for or having an interest in the business has been convicted of any crime or violation of any ordinance of such a nature that it indicates to the Board that the applicant would not be a desirable operator on the Airport.

SECTION V - COMMERCIAL AERONAUTICAL ACTIVITIES

A. **FIXED BASE OPERATOR** A fixed base operator (FBO) is any entity who shall have entered into a written agreement with the Board to provide on the Airport and serve the public with the sale of aviation jet fuel, aviation gasoline and oil, commercial hangar storage, aircraft loading, unloading and towing, ramp services and are encouraged to offer any of the following additional services to include but not limited to:

- 1.
2. Car Rental
- 3.
- 4.
5. New or used aircraft sales
6. Flight instruction and aircraft rental
- 7.
8. Air charter/air taxi service
9. Aerial application
- 10.

Fixed Base Operators must meet the following minimum standards and requirements:

1. **LAND:** The leasehold shall contain at least 7,500 contiguous square feet of land to provide adequate buildings and required setbacks.
2. **BUILDINGS:** Construct or lease a building of at least 5,000 contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, restrooms, and telephone, as well as an adequate area for aircraft repair and hangar space.
3. **PERSONNEL:** Provide at least two qualified employees to perform all required activities. Where required, the Operator shall provide the Board with copies of all necessary personnel certificates and licenses.
4. **HOURS OF OPERATION:** The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 8 hours per day, seven days per week. With approval of the Airport Board hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one qualified employee shall be on duty during the hours of operation
5. **EQUIPMENT:** All equipment necessary to adequately provide all required activities shall be provided and maintained.
6. **INSURANCE COVERAGE:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.
7. **AIRCRAFT FUEL AND OIL DISPENSING:**
 - a. The FBO must keep and offer for sale at the Airport at least 1,000 gallons each of jet fuel and aviation gasoline and a sufficient quantity of lubricating oils as are commonly used and demanded by the public, sufficient to satisfy public requirements.
 - b. The FBO shall have the ability to refuel any aircraft, which the Airport's aerodrome is designed to handle, in a reasonable time. The determination of what constitutes a reasonable time rests solely with the Airport Board.
 - c. The FBO owner must lease or sublease land for a fuel farm containing:
 - i. One tank for each type of fuel required by the users of the airport.
 - ii. Each tank must have a capacity of at least 10,000 gallons.
 - iii. The land leased must be large enough to contain the tank(s), equipment, basins, fences, loading/unloading areas, and anything else required by a government entity or added by the owner to handle the fuel stored there.
 - d. Only branded fuel may be sold. For a definition of branded fuel, see definitions
 - e. The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*.
 - f. The FBO will furnish at its own expense a minimum of one metered filter-equipped dispenser of at least 500 gallons capacity (fixed or mobile) for each grade of fuel dispensed at the Airport. Dispensers shall be installed, operated, and maintained so as to meet all fire codes and applicable regulations.
 - g. Fuel Spill Liability Assurance: The FBO will be required to provide the Board with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBO's location. The FBO will also

- be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.
- h. An FBO must provide a fixed avgas, self-service, fuel dispenser that meets the following requirements:
 - i. A designated fueling area with a containment pad designed to contain and prevent discharge of any inadvertently spilled fuel or oil.
 - ii. Aircraft chocks are to be provided.
 - iii. Proper bonding cables.
 - iv. Adequate signage and directions to permit aircraft operators and owners to safely fuel their aircraft.
 - v. A readily available fuel spill cleanup kit, with instructions for its use and disposal.
 - vi. Adequate fire extinguishers, readily available with clearly marked instructions for use.
 - vii. A readily accessible and well-marked emergency shutoff control.
 - viii. One properly trained, locally available person, on-call and able to respond within 30 minutes in the event of emergency or equipment malfunction 24 hours a day, seven days a week.
 - ix. A readily accessible telephone and a clearly posted, 24-hour emergency local phone number to be contacted in case of difficulty or emergency.
 - i. All fixed storage tanks shall be of a capacity and installed in a location approved by the Board. All fuel storage facilities must be the requirements of NFPA 30.
 - j. Fuel quality control is the responsibility of the FBO.
 - k. The FBO shall provide adequate and sanitary handling of all trash, waste, and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.
 - l. The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.
- 8. RAMP SERVICES AND REPAIR AND MAINTENANCE**
- a. The FBO shall provide adequate equipment, facilities, and appropriately certificated personnel for performing at least preventive aircraft airframe and power plant repair and maintenance as outlined in Federal Aviation Regulation Part 43, appendix A. An FAA certified IA mechanic shall be available as necessary.
 - b. The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service, and lavatory service.
- 9. PUBLIC FACILITIES**

- a. The FBO shall provide a conveniently located, heated lounge, or waiting room for passengers and crews. Restrooms shall be heated, ventilated and illuminated, and accessible to the FBO's customers and users. These shall be available to the public 24hrs a day.
 - b. All facilities shall be maintained in a clean and sanitary manner.
 - c. At least one working telephone shall be provided for public use.
- 10. AIRCRAFT LOADING, UNLOADING, AND TOWING**
- a. The FBO shall provide adequate loading, unloading, and towing equipment and trained operators to accommodate the based and transient general aviation aircraft generally utilizing the airport.
- 11. NEW AND/OR USED AIRCRAFT SALES (If provided)**
- a. The FBO shall provide suitable office space for conducting sales and the keeping of proper records in connection therewith.
 - b. The FBO shall provide, (or contract for) during posted business hours, at least one person having a current pilot certificate with appropriate ratings for the types of aircraft being demonstrated for sale.
- 12. FLIGHT INSTRUCTION AND AIRCRAFT RENTAL (If provided)**
- a. The FBO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a private pilot's license.
 - b. The FBO shall own or lease at least one aircraft, which must be properly certified and maintained aircraft equipped for flight instruction and must be properly certified and maintained aircraft available for rental.
 - c. The FBO shall provide adequate facilities for storing, parking, serving, and repairing aircraft used for flight instruction or aircraft rental.
- 13. AIR CHARTER/AIR TAXI SERVICE (If provided)**
- a. The FBO shall provide on-demand air charter and air taxi service with at least one single-engine aircraft equipped for flight in VFR conditions, in accordance with Federal Aviation Regulation Part 135. If required, the FBO shall be properly registered with the Wyoming Aeronautics Commission as required.
 - b. The FBO shall employ or contract with at least one appropriately rated pilot available to operate such air charter and air taxi aircraft.
- 14. AERIAL APPLICATION (If provided)**
- a. The FBO shall provide at least one person holding a current FAA commercial pilot's license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation Part 137 and applicable regulations of the State of Wyoming.
 - b. The FBO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation Part 137 of and applicable regulation of the State of Wyoming. The FBO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and the Occupational Health and Safety Administration (OHSA) requirements.

- c. The FBO shall provide a DEQ-EPA-approved washing area if the washing involves an aircraft that has been exposed to chemicals.

15. SPECIALIZED AIRCRAFT REPAIR SERVICE (i.e. avionics, instrument or propeller) (If provided)

- a. The FBO shall provide at least one FAA certified employee qualified in accordance with the terms of the repair service offered, on duty at least eight hours per day, five days per week.
- b. The FBO shall maintain adequate space and tools and equipment to perform the services offered.
- c. The FBO shall have access to adequate spare parts and accessories necessary to provide the service offered.

B. SPECIALIZED AVIATION SERVICE OPERATOR (SASO) A Specialized Aviation Service Operator (SASO) is any entity who shall have entered into a written agreement with the Board to provide the Airport and serve the public with *one or more* of the following activities or services:

1. Airframe or powerplant repair or specialized aircraft repair services (i.e., avionics, instrument, and propeller)
2. Aircraft flight instruction and rental
3. Aerial application
4. Air charter or air taxi service
5. Commercial Hangar Leasing
6. Specialized Commercial Flying Activities
7. Rental Vehicle business

Specialized Aviation Service Operators must meet the following minimum standards and requirements according to the service(s) provided:

1. AIRFRAME OR POWERPLANT/SPECIALIZED AIRCRAFT REPAIR SERVICES (Avionics, Instrument, Propeller) A SASO

desiring to engage in airframe or power plant repair service or specialized aircraft repair services must provide as a minimum the following services and facilities:

- a. **Land:** The leasehold shall contain at least 3,500 contiguous square feet for an adequate building and required setbacks.
- b. **Building:** Construct or lease a building of at least 3,000 contiguous square feet to provide sufficient space to work indoors on aircraft, avionics, instruments, or propellers.
- c. **Personnel:** At least one properly FAA certified employee shall be on duty during posted business hours. An FAA certified IA mechanic shall be available as necessary
- d. **Hours of Operation:** The SASO shall provide services at least eight hours each day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.
- e. **Performance of Services:** The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.

- f. **Insurance Coverage:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.

2. FLIGHT INSTRUCTION AND/OR AIRCRAFT RENTAL A flight instruction/aircraft rental SASO provides either or both services.

- a. **Personnel:** If flight instruction is provided, the SASO shall provide at least one FAA certified flight instructor to cover the type of training offered and at least one properly certified ground school instructor to enable students to pass the FAA written examination for at least a private pilot's license.
- b. **Aircraft:** If flight instruction is provided, the SASO shall own or lease at least one properly certified and maintained aircraft equipped for flight instruction. If aircraft rentals are provided, the SASO shall own or lease at least one properly certified and maintained aircraft.
- c. **Hours of Operation:** The SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. The hours of operation shall be conspicuously posted.
- d. **Insurance Coverage:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.

3. AERIAL APPLICATION A SASO desiring to engage in aerial application operations must hold an appropriate operator's certificate issued by the FAA, comply with the requirements of the State of Wyoming and the Airport's Stormwater Pollution Prevention Plan, and provide as a minimum the following:

- a. **Building/Facilities:** The SASO shall construct or lease at least 1,500 square feet to conduct operations. The SASO shall provide a segregated chemical storage area protected from public access and meeting all applicable Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OHSA) requirements. The FBO shall provide a Department of environmental quality (DEQ-EPA) approved washing area if the washing involves an aircraft that has been exposed to chemicals.
- b. **Personnel:** The SASO shall provide at least one person holding a current FAA commercial pilot's license, properly rated for the aircraft to be used and meeting the requirements of Federal Aviation Regulation Part 137 and applicable regulations of the State of Wyoming.
- c. **Aircraft:** The SASO shall own or lease at least one aircraft meeting all requirements of Federal Aviation Regulation Part 137 and applicable regulation of the State of Wyoming.
- d. **Insurance Coverage:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.

4. AIR CHARTER/AIR TAXI SERVICE A SASO desiring to provide air charter or air taxi service under Federal Aviation Regulation Part 135 must hold an FAA Air Taxi-Commercial Operator Certificate with ratings appropriate to the functions to be accomplished, be properly registered with the Wyoming Aeronautics Commission, if required by state law or regulation and provide as a minimum the following services and facilities:

- a. **Building:** The SASO shall construct or lease at least 1,500 contiguous square feet to conduct air charter/air taxi operations. The building shall have restrooms and a crew/passenger waiting lounge.

- b. **Personnel:** The SASO shall employ or contract for at least one FAA certified commercial pilot, appropriately rated to conduct the operations performed.
- c. **Aircraft:** The SASO shall own or lease at least one properly certified and maintained single-engine, four-place, or larger aircraft equipped for VFR operations for hire.
- d. **Hours of Operation:** The SASO shall provide services at least eight hours per day, Monday through Friday to best serve the public. Extended or “on-call” hours are encouraged. The hours of operation shall be conspicuously posted.
- e. **Insurance Coverage:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.

5. **COMMERCIAL HANGAR LEASING** Any SASO desiring to provide hangars for the sole intent of leasing to other aircraft owners or lessees shall provide as a minimum the following services and facilities:

- a. **Land:** Leasehold shall contain at least 3,500 contiguous square feet to provide suitable hangar buildings.
- b. **Building:** Construct or lease a hangar or building of at least 3,000 contiguous square feet which meets the Board’s approval.
- c. **Insurance Coverage:** Insurance shall be carried meeting the minimum requirements outlined in Section VIII.

6. SPECIALIZED COMMERCIAL ACTIVITIES

- a. **Parachute Jumping:** Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:
 - i. Obtain the written permission of the Airport Manager.
 - ii. Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
 - iii. Provide the Airport with a general liability insurance policy that names the Board as an additional insured party, in an amount to be determined by the Board. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.
- b.
- c. **Flying Clubs:** A nonprofit entity organized for the express purpose of providing its members with aircraft for their personal use only, must provide the following as a minimum:
 - i. Proof of the Club’s non-profit status, a list of all members, and a list of all Club-owned or leased aircraft. The Club shall be a nonprofit entity organized for the express purpose of providing its members with an aircraft for their personal use and enjoyment only.
 - ii. The ownership or lease of the aircraft must be vested in the name of the Club. The property rights of the members of the Club shall be equal and no part of the net earnings of the Club will insure to the benefit of any member in any form (salaries, bonuses, etc.). The
 - iii. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, and replacement of its aircraft.

- iv. Provide the Airport Manager with proof of insurance coverage meeting the requirements outlined in Section VIII.

SECTION VI - GENERAL AERONAUTICAL ACTIVITIES

A. GENERAL BUILDING AND CONSTRUCTION STANDARDS The primary goal of this section is to promote consistent, attractive, and compatible high-quality development of the areas of the Airport dedicated for aviation or aviation-related purposes as depicted on the current Federal Aviation Administration (FAA) approved Airport Layout Plan. These Airport Standards will assist the Airport in meeting the Town of Pinedale's goal to establish "pleasing community entrances that promote community pride and an image of Pinedale as a distinctive, attractive and unique community."

1. **Applicability** These Standards apply to all applications for new aviation or aviation-related development occurring after the date of official adoption by the Board. Tenants with existing Lease Agreements who undertake any renovations or improvements to existing structures are required to adhere to the appropriate sections of these standards where appropriate.
2. **Guidelines** These standards are in addition to any federal, state, city, or county laws or regulations. Whenever the provisions of these Guidelines are found to be inconsistent with any other law or regulation, the law or regulation imposing the more restrictive standards shall control. The provisions of these standards are minimums that do not preclude the imposition of more restrictive standards by agreement or law. Any commercial aeronautical development will also be subject to the Airport's Minimum Standards for Commercial Aeronautical Activities.
3. **Variance and Amendments** The Board has the right to amend or approve variances to these Guidelines.
4. **Local Code Compliance** All aviation development on the Airport shall comply with all applicable provisions of the Uniform Building Code, Ordinances of Pinedale, Wyoming State Regulations, Current Fire Codes, and any other standards or regulations that would apply to the type of development proposed.
5. **Construction/Frame Type** All framing shall be of painted metal or dimensioned lumber. Pole type construction may be permitted if accepted by the States Building Codes Division and the Town of Pinedale. Prefabricated construction is permitted.
6. **Exterior Materials** All exterior surfaces must be earth tone colored pre-finished metal or multiwall polycarbonate designed for glazing. No wood, or unfinished materials may be used. All proposed exterior materials and colors must be submitted to the Airport Board for approval before construction may begin. No galvanized metal shall be used on any exterior surface. Exterior air conditioning, heating, or other equipment on the roof of any structure shall be appropriately screened from view.
7. **Exterior Colors** All exterior surfaces must be earth tone colors, compatible with the general colors of the airport's surrounding development. Actual samples of the exterior material and colors must be submitted to the Board prior to approval.
8. **Doors** Aircraft doors shall be sliding, overhead or bi-fold doors, as appropriate for the size of an aircraft hangar. Doors shall be constructed of pre-finished metal or multiwall polycarbonate designed for glazing, in colors complementary to the rest of the structure.

No wood, or other unfinished materials may be used. Pedestrian doors shall be in a number commensurate with local fire and building codes, depending on the size of the structure. All pedestrian doors must be of pre-finished metal construction in metal jambs. No wood, plastic, or other unfinished materials may be used. Vehicle access doors shall be of overhead construction, in colors complementary to the rest of the structure.

9. **Overall Height** The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing. All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.
10. **Interior Floors** All interior floors are to be constructed of steel-reinforced concrete with a minimum four-inch depth. Minimum floor thickness should be based on the heaviest aircraft that will physically fit within the hangar.
11. **Office and Apartments in Hangars** Hangar Owners are allowed to install offices and restrooms in their hangar as well as pilot and aircrew rest areas. These may be used only for aviation purposes and not for permanent residence ..
12. **Use of Hangars** The hangar may be used only for the storage of aircraft. The storage of other non-commercial items as long as an aircraft is also stored there.
13. **Exterior Apron** Only a broom finish shall be used on exterior concrete ramps. Exterior ramps to taxiways shall be paved at least the width of the building and maybe concrete or asphalt. Additional paved vehicle parking on the leased property is also recommended. The ramp in front of the multiple-unit hangars must be paved to the full width of the building with 45-degree tapers toward the taxiway on each end or tie into adjacent ramps if such exists. Minimum apron thickness should be based on the heaviest aircraft that will physically fit within the hangar.
14. **Paving** The Airport will provide taxiways in the hangar area. The hangar owner is required to pave the area from their hangar door to the taxiway. The hangar owner must also comply with the Airports pavement specifications.
15. **Utilities** All utilities including electricity, natural gas, water, sewer, and telephone must be installed underground. The installation of utilities to any individual development shall be at the sole cost and responsibility of the developer. The sizing and exact location of all utilities shall be in accordance with the Town of Pinedale regulations and directives. Proposed locations of these lines must have prior approval of the Airport Board before any digging starts. The developer will be responsible for returning any areas disturbed by excavation as a result of utility installation to its original condition. If water service is installed, the owner shall install a water meter on the service line. It is the hangar owner's responsibility to install and pay for the service lines to the building. Electric, telephone, and natural gas lines run throughout the hangar area. It is the owner's responsibility to pay for all lines and transformers required to serve the building.
16. **Exterior Lighting** At least one exterior security light shall be installed. Within reason, developers are encouraged to install additional lighting where possible. All exterior lights shall operate every night for the duration of darkness, and be of a color and brightness compatible with surrounding illumination. All lights shall be installed to current best practices and be aimed down to prevent visual interference with aircraft operations.

17. **Hangar Numbers** At least two exterior hangar numbers shall be installed directly below the required exterior lighting, one on the front (landside) and one on the back (airside) of the structure. These hangar numbers will be issued to the hangar owner once Approval is granted by the Airport Board. The hangar numbering systems have been predetermined and are depicted on the current Federal Aviation Administration (FAA) approved Airport Layout Plan.
18. **Structure Setbacks** Appropriate structure setbacks are important for several reasons, including emergency vehicle access, aesthetic appearance, adequate parking and access, and aircraft clearance. Different structure setbacks may be required based on a number of factors such as lot size, structure use, aircraft size, a specific location on the airport, and surrounding non-compatible development such as fuel storage areas. Generally, however, the following setbacks will apply:
 - a. Sides: 10 feet from the edge of the structure to a **lot line lease boundary**.
 - b. Front: (Landside) 10' from the edge of the structure to a **lot line lease boundary**. May be increased to accommodate adequate parking, particularly for commercial uses.
 - c. Back: (Airside) Setback on the aircraft side shall be based on the largest aircraft permitted in that area (as outlined on the Airport Layout Plan).
19. **Land Rental** The lessee must rent the footprint of the building with the addition of the required structure setbacks.
20. **Length of Lease** The lease term is ten years with a ten-year option, for a total of twenty years. Hangars of 10,000 sq ft. or more are granted a twenty-year lease with a ten-year option, for a total of thirty years. A sample lease may be inspected at the airport office.
21. **Construction Standard** All construction must be accomplished in a workmanlike manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar and a copy of the state Building Permit must be submitted to the Airport for approval before construction may begin.
22. **Clean up and Reclamation** A covered dumpster or another appropriate covered receptacle shall be placed on the site prior to construction and shall be used for all waste materials. All areas disturbed during the hangar construction, including utility trenches, must be cleaned up, compacted, covered with topsoil, and compacted again. The builder shall haul all excess gravel and topsoil material from the site to an alternative location on the airport so directed by the Airport Manager. A One thousand-dollar (\$1,000.00) clean up and reclamation deposit is required. These funds must be placed on deposit with the airport before any construction begins. If all cleanup and reclamation are completed by the builder to the satisfaction of the airport, the entire deposit will be returned. If this work is not completed in a timely manner, the airport shall have the right to complete the work or contract it out and utilize the owner's deposit as payment. The remaining deposit (if any) shall be returned to the owner. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the owner agrees to pay any additional charges.

C. LANDSCAPING STANDARDS

1. **Purpose** the purpose and intent of the landscaping standards are as follows:
 - a. To repair those areas disturbed during construction

- b. To retard stormwater runoff and erosion
 - c. To retard the spread of noxious weeds
 - d. To preserve the value of the land and buildings
 - e. To enhance the beauty of the airport
2. **Landscaping Plan** A site and landscaping plan shall be submitted to the Airport Board for review and approval as an attachment to the building plans. The drawing shall include:
 - a. The proposed building site
 - b. Vehicle parking lot, with striping layout
 - c. Location of curbs, sidewalks, and gutters
 - d. Landscaping plan
 - e. Description of proposed watering plan
 - f. Designated snow removal storage areas
 - g. Location of existing and/or proposed drainage facilities that are to be used for drainage control.
3. **Areas to be Landscaped** Any portion of the leased lot which is not used for a structure or vehicle parking shall be landscaped. Landscaping shall also be used, consistent with building and fire codes, to screen unsightly items such as above-ground storage tanks, air conditioning units, or utility boxes.
4. **Landscaping Materials** Landscaping materials should be indigenous to the State of Montana and may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rock will be permitted, provided it is not placed such that it will become a hazard to aircraft or personnel near aircraft. Decorative bark is not permitted. Landscaping material shall be compatible with that of surrounding development and may not pose a hazard to aviation security or safety. All landscaping installed shall not, when fully grown, exceed 25 feet above ground level, or penetrate into the Part 77 airspace surfaces as depicted on the Airport Airspace drawing, whichever is less.
5. **Landscaping Completion** All landscaping shall be completed within nine months of completion of the exterior of the building. When enforcing this provision, external factors such as seasonality and availability of landscaping stock should be considered before any enforcement action is taken under the land lease agreement.
6. **Maintenance of Landscaping**

All landscaped areas shall be irrigated by a permanent, underground irrigation system suitable for the type and amount of landscaping installed. Landscaping shall be maintained year-round in presentable condition.
7. **Deviating from landscaping Standards** To achieve the optimal landscaping design on individual sites or to coordinate the landscaping design in the area, it may be necessary to deviate from the strict application of these landscaping standards. A variance from any portion of these standards may be requested and implemented if approved by the Airport Board.

D. VEHICLE PARKING

1. **Surface** All vehicle parking spaces on the leasehold shall be paved with asphalt or concrete to a strength sufficient to accommodate the heaviest expected usage. Vehicle parking spaces shall be clearly marked.

2. **Number of Spaces** The number of vehicle parking spaces required will be dependent upon the use of the leasehold (commercial/private), as well as the location of the leasehold. For public use or commercial facilities, parking spaces of a size and in a number for disabled persons will be required as outlined by the Americans with Disabilities Act. Parking requirements will be reviewed by the Board on a case-by-case basis dependent on the above-noted factors.
3. **Driving** in the hangar area and adjacent taxiways shall be limited as much as possible. Driving on the general aviation ramp is strictly prohibited unless you are loading, unloading, or serving an aircraft that is located on that ramp. Under no circumstance is driving on aircraft movement areas allowed unless escorted by Pinedale Airport Operations Personnel. This area includes but is not limited to the runway, connectors, and taxiways.

Section VII – Non-Aeronautical Commercial Activity

The following design standards are applicable to all properties within the Pinedale Airport. These specific standards do not replace the standards in the town of Pinedale but are in addition to. The design standards are intended to establish uniform development throughout the Pinedale Airport.

- A. **Lease of Property** The Airport consists of property owned by the town of Pinedale pursuant to a dedication from the United States government. All lots must be leased from the Airport, none can be sold.
- B. **Application** All development within the Airport shall comply with these minimum standards established by the Board, as amended from time to time.
- C. **Zoning Document and Site Plan**
 1. The land-use area is indicated on the Site Plan
 2. This development allows an expanded array of permitted and conditional uses in each designated area. The Board shall review and grant approval for any proposed use in this area.
 3. Use permits and occupancy permits issued by the Board or the State of Wyoming shall be maintained and enforced at all times by each tenant.
 4. All new construction and/or remodeling shall conform to applicable county building codes.
 5. No residential use is allowed in this area.

D. Adoption procedures, amendments, and Enforcement.

No building, structure, or land shall be used for any purpose other than those included within this agreement. It must be approved by Planning and Zoning, and by the Board.

1. For permitted use, the applicant for any new use or building an addition to an existing building shall:
 - i. Follow the guidelines of the *Pinedale Airport Development Standard* and, submit the required information as it states.

2. For any uses, the Airport Board will forward the application to the County for a review pursuant to the County Zoning resolution.

E. APPLICATION REVIEW PROCESS

- i. Application prepared and submitted by developer/lessee/owner.
- ii. Application reviewed by Airport Board.
- iii. Application acted on by Airport Board.
- iv. If a Conditional Use Permit is necessary, submission to Planning and Zoning Commission may be required according to the County Zoning Resolution.
- v. Town of Pinedale issues building and zoning permits
- vi. The town of Pinedale shall issue zoning certificates and building permits for all structures. The town of Pinedale shall review and issue building permits for all structures under City/County Regulation.

F. Setbacks

1. Front setbacks shall be set back a minimum of 10 feet from all **lot line lease boundaries** fronting a street or proposed street.
2. Rear and side setbacks shall be 10 feet from the **lot line lease boundary** or utility easement line.

G. Illuminations

- a. The source of illumination of any kind within the property shall not be visible at the **property line lease boundary** except for the normal installation of standard interior lighting fixtures within the building.
- b. The maximum height of any lighting standard shall be limited to 30 feet above curb level.
- c. The intensity of illumination shall be limited to ten-foot candles or one-tenth lumens per square foot open areas or surfaces visible at the **property line lease boundary**.
- d. The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operation into, from, and around the airport.

H. Noise As lessee you waive the right to register complaints with the Board and/or Town of Pinedale regarding noise generated at the airport due to aircraft traffic. By executing the lease agreement the lessee is indicating notice and acknowledgment that noise is generated at the airport during the regular course of business and at times may be uncomfortable or unpleasant.

I. Landscaping A reasonable amount of landscaping, including the planting of ground cover shrubs, and trees, shall be required. Such landscaping to be in accordance with standards established by the Airport Board. Landscaping shall be installed within 180 days of issuance of the zoning certificate/building permit.

- a. Setback areas shall be landscaped. In addition, paying or landscaping shall extend from the front building line, exterior edge, or parking lot to the curb or edge of the street pavement.
- b. The pavement or landscaping shall be compatible with treatment for this area on other lots on the same block, and Lessee shall be responsible for maintaining these areas.

- c. All trees shall be limited to a height of 35 feet above the curb line.
- d. Tenants are encouraged to expand landscaping development plans to include such elements as pools, fountains, sculptures, rocks arrangements, sheltered outdoor seating areas, all subject to design approval before installation by the Airport Board or its representative.
- e. Maintenance If landscaped areas are not maintained in accordance with the standards prescribed by the Board and the condition is not corrected after written notice from the Board, the Board or its authorized agent shall have the right to enter any of the lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. Said maintenance costs shall be determined by the Board and paid by the tenant.

J. Fences No Fence shall be erected or maintained without the written approval of the Board.

K. Cutting and Filling The Board or any authorized agent thereof may at any time make such cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with the approved plans, the rights of the Board under this paragraph shall terminate with respect to such parcel, except that the Board shall thereafter have the right to maintain existing streets and drainage structure.

L. Housekeeping If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten days after the request in writing from the Board to have them removed, the Board's authorized agent may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Board shall not be subject to any liability therefore. The cost of such work shall be borne by the tenant

M. Dust Control All ground areas not covered by structures shall be landscaped and/or surfaces with concrete, asphaltic concrete, asphalt oil, compacted gravel, or another comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before the tenant may occupy the improvements on said lot.

N. Refuse and Trash No refuse or trash shall be kept, stored, or allowed to accumulate on any parcel.

O. Sewage disposal systems No cesspools, septic tank, or other sewage disposal system or device shall be installed, maintained, used upon any parcel without the approval of the Board.

P. Maintenance All improvements on each site, including walks, driveways, and the exterior of all structures on each side, shall be maintained in good order, repairs and condition. All exterior painted surfaces shall be regularly maintained and shall be repainted at least every five (5) years or as required. Said maintenance shall be subject to standards deemed appropriate by the board

Q. Parking Areas All parking areas shall be paved to provide dust-free, all-weather surfaces.

R. Design standards run with the land All of the provisions contained in this declaration shall run with the land and shall be enforced at law or in equity.

S. No waiver Except as otherwise expressly provided herein, the failure or refusal of the approving Agent or any Owner to enforce any restrictions contained herein shall not be deemed to be a waiver or the right to do so thereafter, nor the right to enforce any other restriction contained herein.

T. Severability The provision hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforcement of any other provision hereof.

SECTION VIII – MINIMUM INSURANCE REQUIREMENTS

Dependent upon the type of activity or activities conducted, the Operator will be required throughout the term of its lease or agreement under standards to obtain insurance of the types and amounts listed on the following page. All insurance must meet the following requirements:

- A. Prior to the commencement of operations, the Operator will be required to provide the Airport Manager with proper evidence of insurance covering its operations on the Airport as specified in this section.
- B. Such evidence of insurance must name the Pinedale Airport and the town of Pinedale as additional insured.
- C. Evidence of insurance must also provide the Pinedale Airport Board with at least 30 days' notice of any policy change, cancellation, or termination.
- D. The Operator must also provide a waiver of subrogation to the benefit of the Pinedale Airport.

Pinedale Airport minimum insurance requirements are as follows;

Fixed Base Operator	
1. Aircraft Liability (turboprops/jets) a. Combined Single Limit Bodily Injury and Property Damage, Including Passengers	\$1,000,000 ea. occ. Including passengers (If doing charter). (Piston Engines) \$1,000,000 ea occ. (If doing charter) with passenger bodily injury limited to \$250,000 each person.
2. Comprehensive General Premises Liability Combined Single Limit Bodily injury and Property Damage	\$1,000,000 ea occ.
3. Hangar Keepers Liability	Twin engine \$250,000 ea aircraft \$500,000 ea occ. Single engine \$100,000 ea aircraft \$200,000 ea occ.
Product Liability and Completed Operations Including Sales of new aircraft: repairs/services parts not installed and restaurant liability.	\$1,000,000 ea occ. With bodily injury limited to \$100,000 for each person.
Airframe and Power Plant Repair	
Premises Liability (for Hangar Operation) Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 ea occ.
Product Liability and Completed Operations a. Repairs and Services b. Parts not installed	\$1,000,000 ea occ. With bodily injury, limited to \$100,000 for each person.
Hangar Keepers Liability Twins Singles	\$250,000 ea aircraft, \$500,000 ea occ. \$100,000 each aircraft, 200,000 ea occ.
Avionics, Instrument and Propeller Repair	
1. Premises Liability Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 ea occ.
Product Liability and Completed Operations a. Repairs and Services b. Parts not installed	\$1,000,000 ea occ. With bodily injury, limited to \$100,000 each person
Hangar Keepers Liability a. Twins b. Singles	\$250,000 each aircraft, \$500,000 ea occ. \$100,000 each aircraft, 200,000 ea occ.
Flight Training	

Aircraft Liability Combined Single Limit Bodily Injury and Property Damage. Student and Renters Liability	\$1,000,000 ea occ. With passenger bodily injury, limited to \$100,000 per person. \$25,000 ea occ. Including passengers.
Aircraft Sales	
1. Aircraft Liability (owned & non-owned aircraft) Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each person
2. Product Liability and Completed Operations and Sale of Aircraft	\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each person
Aircraft Rental	
Aircraft Liability Combined Single Limit Bodily Injury and Property Damage Student and Renters Liability	\$1,000,000 ea occ. With passenger Bodily Injury limited to \$100,000 each person \$25,000 ea occ. Including passengers.
Aircraft Charter and Air Taxi	
Aircraft Liability Combined Single Limit Bodily Injury and Property Damage Including Passengers	\$1,000,000 ea occ. Including passengers. \$1,000,000 ea occ. With passengers, bodily injury limited to \$250,000 each person
Flying Clubs	
Members of Flying Clubs must own equal shares of the aircraft and/or equal shares in the club that own aircraft.	
Aircraft Liability Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 ea occ. With passenger Bodily Injury, Limited to \$100,000 each person
Specialized Commercial Aeronautical Activities	
Aircraft Liability (If aircraft utilized in its operation) Combined Single Limit Bodily Injury and Property Damage Including Passengers	\$250,000,000 ea occ. Including passenger Bodily Injury
Special Notes	
Any operator in this classification having leased hangar, ramp, or office space shall have:	
1. Comprehensive general liability (Premises) and property damage, and Combined single limit bodily injury and property damage	\$1,000,000 ea occ.

Any operator using service vehicles in the Air Operations Area in support of its operations shall maintain the following additional coverage:	
2. Motor Vehicle Liability with Combined single limit and Bodily injury and property damage	\$1,000,000 ea occ.

SECTION IX - CURRENT RATES AND CHARGES

Current minimum rental rates and license fees shall be set by Town Resolution.

Approved by the Pinedale Airport Board on

Approved by the Pinedale Town Council on

Acknowledgment

I hereby acknowledge that I have received and read a copy of this document and I agree to comply with the conditions contained therein.

Signed

Date

RESOLUTION 2023-10

A RESOLUTION SETTING RATES AND FEES FOR USE OF THE AIRPORT, RALPH WENZ FIELD, FOR THE TOWN OF PINEDALE.

WHEREAS, the Town of Pinedale has the authority to set permit fees by resolution; and,

WHEREAS, the Town of Pinedale now desires to do so;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
TOWN OF PINEDALE THAT THE RATES AND FEES SET OUT BELOW ARE
HEREBY ADOPTED.**

All fees effective

GENERAL REQUIREMENTS

Unless otherwise expressly specified in a written agreement, lease or license between the Town of Pinedale and an Operator or any other Person affected by these fees and charges (collectively and for convenience, an “Operator”), the following terms and conditions shall apply to all operations at the Airport:

Effective Date, Authority and Amendment

This Resolution shall be effective July 10, 2023, and shall supersede all previous schedules of fees and charges promulgated by the Town of Pinedale and shall remain in effect until modified by the Town of Pinedale. This Resolution is promulgated pursuant to the Town of Pinedale’s regulatory authority under Wyoming Statute §10-5-101, et seq., 16 U.S.C. §7d, the Interior Agreement, and in accordance with federal aviation law (49 U.S.C. § 40116(e)(2), 49 U.S.C. 47107(a)(1)(2)(13), 49 U.S.C. 47129 and 14 CFR Part 302, Subpart F) and FAA regulations, rules, directives, and policy statements pertaining to the implementation, modification, and enforcement of airport fees and charges. The Town of Pinedale may amend this Resolution at any time, including altering the fee structure or approving additional fees, with or without notice or input from Operators.

Intent to Review Annually

The Town of Pinedale is committed to fairness and openness in its policies. To maintain financial stability, consistency, and currency of all fees and charges, it is the intent of the Town of Pinedale to review this Resolution on an annual basis. The review may include, but not be limited to, a comparison of the operating revenues and expenses allocated for each Airport cost center (which may be modified from time to time) for prior fiscal years, market comparisons of rates and charges of other similar airports, and the mission, goals, and objectives of the Town of Pinedale.

Airport Damage

Operators (including, but not limited to, the drivers and registered owners of motor vehicles using the public parking areas of the Airport) shall be liable for any damage to the Airport caused by the Operator involved, and/or its members, officers, partners, agents, employees, representatives, contractors, subcontractors, customers, guests, invitees, or other parties acting under its direction and control, ordinary wear and tear excepted. All repairs shall be made by Town of Pinedale Staff at the responsible party's expense. In the event of an incident that results in significant damage requiring repairs or expenditure of funds, Staff shall prepare an incident report including details of the incident, contact information, and insurance information.

Prevailing Terms

Should there be any inconsistency between the terms of this Resolution and any other agreement, lease or license entered into between the Town of Pinedale and an Operator, the terms of the written agreement, lease or license entered into between the Town of Pinedale and such Operator shall prevail.

Other Fees and Charges

The omission to list in this Resolution a fee or charge, for any class of tenant, concessionaire or operator, or for any activity, does not prevent the Town of Pinedale from charging other or additional fees or charges to any person for uses, activities or services not expressly listed in this Resolution, whether or not such additional fee or charge is imposed through agreement, license, lease or otherwise.

Fee Modification

Town of Pinedale designated personnel shall have the discretion to modify fees, to the extent that is necessary to meet market conditions, unusual circumstances, and to match verified contract fueling pricing for commercial or military operators. Town of Pinedale designated personnel understand that any such modification of fees established within this resolution must be disclosed to the Pinedale Town Council no later than the following business day in a subsequent report. In no instance shall a fee be established that fails to yield a positive return.

FEES AND CHARGES TO AIRCRAFT OPERATORS

Unless otherwise expressly specified in a written agreement between the Town of Pinedale and an Operator, the following terms and conditions shall apply to all aircraft operations at the Airport.

Landing Fees

A landing fee will be charged for landings by all non-based aircraft, including Ferry Flights, and unscheduled landings of aircraft originating from another airport and diverted to Ralph Wenz Field due to weather, mechanical, or any other reason. Aircraft of 12,500 pounds or less maximum certified take-off weight are exempt from paying landing fees at Ralph Wenz Field. The Town of Pinedale finds that based aircraft pay other fees and charges in support of the airport, such as hangar and tie-down fees and that excluding them from payment of landing fees is therefore fair, reasonable and justified. Military aircraft shall pay a landing fee only when appropriate under FAA Sponsor Assurance #27.

Definitions of Charges

Courtesy Car: Free use of airport car. Any use of the courtesy car over 2 hours will incur a fee per “Fixed Based Operation” schedule below.

Facility Fees: a charge that encompasses the use of all airport facilities including but not limited to the FBO building and all amenities such as conference room, pilot lounge, bathroom, kitchen, courtesy car, wireless internet and any other use of the facilities.

Overnight Parking: any aircraft operating commercially or over 12,500 lbs gross weight parked on the ramp for the duration of the night or 12 hours or more, is subject to this fee.

§ Chapter 10 Airport		
Billboards	Negotiated by the Airport Board	
Camping without an RV	Per day	\$10
Camping with an RV (Aircraft Support Only)	Per day	\$20
Fuel Flow Fees not dispensed by the FBO	Per gallon	\$0.25
Hangar Land Lease	Per Square Foot	\$0.1804
Landing Fees-(Based Aircraft Excluded) No Fee under 12,500 lbs gross wt All Part 135 operators shall pay this fee regardless of gross wt	Per Landing, per 1,000 lbs gross wt	\$3
Landing Fees-Helicopter (Based Aircraft Excluded)	Per Landing, \$40 max per day	\$20
Landside Vehicle Parking (Approved lot, first week free)	Per week, not pro-ratable	\$10
Overnight Parking Fee-over 12,500 lbs gross wt (No fee for under 12,500 gross)	Jet, Turboprop Aircraft & Helicopters & Commercial Operators, under 50' L, per night	\$60
Overnight Parking Fee-over 12,500 lbs gross wt	Jet, Turboprop Aircraft & Helicopters & Commercial Operators, 51-100' L, per night	\$90
Overnight Parking Fee-over 12,500 lbs gross wt	Jet, Turboprop Aircraft & Helicopters & Commercial Operators, over 101' L, per night	\$150
Rental House	Per month	\$2,000

Fixed Base Operator Fees		
Courtesy Car	First 2 Hours	\$0
	Fee for use over 2 hours	\$100
	Hourly fee for overage	\$50
De-icing Type 1	Per gallon, 10 gallon minimum	\$40
	Per hour, staff time 1 hr minimum	\$75
Anti-ice Type 4	Per Gallon, 5 gallon minimum	\$45

Exterior Aircraft Cleaning Self-serve Pressure Washer Rental	Per service	\$20
Facility Fee (waived with min. 75-gallon fuel purchase)	Per Aircraft, per day	\$100
GPU Service	Per Start	\$100
Lavatory Service	Per Service	\$100
Potable Water	Per Service	\$100
Retail Items	Per Item	Cost + 50%
Staff Call-out	Per hour per person, 2 hr minimum Each hour over 2 hours	\$100 \$75

Hangar Use Fees			
Aircraft Type	Lease Cost (\$/sf)		
	Daily	Weekly	Monthly
Single Engine Piston	\$ 0.05	\$ 0.20	\$ 0.60
Multi Engine Piston	\$ 0.07	\$ 0.29	\$ 0.88
Singe Engine Turbine	\$ 0.12	\$ 0.47	\$ 1.40
Multi Engine Turbine	\$ 0.17	\$ 0.67	\$ 2.00
Helicopter	\$ 0.12	\$ 0.48	\$ 1.45
Size Calculations: - Fixed Wing Length x Width (full wing span) - Helicopter (Rotor Area)			
Other			
Based Aircraft Single Engine GA	Lease Cost (\$/sf) per Quarter		\$0.69
SASO Operator Lease	Monthly		Negotiated
<i>Any hangar space lease term of longer than one month may be negotiated by the Town of Pinedale.</i>			

Fuel Rates		
Into Plane Rate - JET A Full-Service Retail	Per gallon	\$2.40 ±15%
Into Plane Rate - JET A Full-Service Contract	Per gallon	\$2.20 ±15%
Large Part 135 Charter Operators As Approved by Town Council Jet A Contract Fuel (Per Gallon)	Per Gallon	\$1.30
Membership Organizations As Approved by Town Council	Negotiated	Negotiated
Into Plane Rate - 100LL Self-Serve	Per gallon	\$1.01 ±15%
Into Plane Rate - 100LL Assisted Self Service	Per gallon	\$1.50 ±15%
Jet A w/Additive	Additional Cost Per Gallon	\$0.05

Bulk Fuel Discounts		
Jet A Bulk Fuel Purchase Discount Per Gallon Bulk Discounts do not apply to any negotiated rates	301-600 Gallons	\$0.30
	601-1000 Gallons	\$0.50
	1001+ Gallons	\$0.70
100 LL	Based Aircraft, per gallon	\$0.10
100 LL	Cash or pre-paid cash card, per gallon (This discount may be offered if cash cards are available)	\$0.10
Overnight Parking – Jet Aircraft	Free 2 nights parking with 300-gallon fuel purchase	

PASSED, APPROVED AND ADOPTED THIS

Matt Murdock, Mayor

ATTEST:

Amy Sturman, Clerk



- NOTES**
- LEAD-INS DESIGNED TO ADG II, TAXIWAY GROUP B.

NO.	REVISIONS DESCRIPTION	DATE	BORDER SIZE				
			DESIGNED	DRAWN	CHECKED	APPROVED	A
			27x34				



**RALPH WENZ FIELD
EAST GA APRON MARKING
FUELING AND HARDSTAND LEAD INS**

ATTENTION:
1/2" = 1'
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE.

DATE: May 28, 2024
PROJECT:
SHEET: **1 OF 1**

Incident Report

5/30/2024

Aircraft involved- N58QT

Time of incident: 11:07 AM

Runway closed- 11:18 AM

NOTAMS posted- RWY 29 PAPI INOP

Field Conditions- Wind 300 @ 07KTS

RWY- Dry

Traffic not a factor

Pilot Name: Larry Brantley (Pilot) + Rhonda Brantley

Pilot Contact information:

431 South 1st Street St Rogers Arkansas, 72728

479-531-1890

lwbrantley@gmail.com

At 11:07 am on Thursday May 30th Aircraft with the Tail number N58QT attempted to land on a dry runway with moderate to calm winds. Shortly after landing on the landing roll the aircraft veered sharply to the left, leaving a skid where the main landing gear was, this continued until the aircraft exited the runway to the left where the skidding motion of the aircraft caused the main landing gear to catch on the grass resulting in a ground loop type incident. The right main landing gear strut folded in half leading to a partial collapse of the main landing gear leading to severe damage to the right wing, as well as damage to the horizontal stabilizer on the right side. Airport Manager Riley Wilson arrived on scene at 11:18 AM, Incident was first reported by Curt Yaney. No injuries were reported, this report was confirmed by the presence of Paramedics from the Pinedale Clinic. Shortly after the incident the aircraft was confirmed to be leaking fuel out of the damaged right wing. With assistance from the Pinedale unified Fire Department this fuel spilling was contained safely using anti-Static towels and a containment vessel. Statement from Pilot in command was as follows: “ I was flying in these hiking boots today, which I typically don’t fly in, I think they got stuck on the left brake pedal” The pilot also noted that the aircraft was heavy due to camping gear in the back, no comment was made on the current CG of the aircraft.

Aircraft removal began shortly after 12:15, Airport Staff utilized the front end loader to lift the aircraft off of the collapsed main gear, John Douglas assisted in the removal of the gear to make towing easier. The aircraft was lifted using chains connected to two external eyelets present which directly mount to the frame of the aircraft. The aircraft was removed from the runway edge and placed on to the south GA apron on two used tires to keep the aircraft slightly elevated off of the pavement. The removal went smoothly, and no problems were noted.

Incident was reported to the NTSB at 3:15PM local time.













CARBON CUB
EXPERIMENTAL
FX-3

N58QT

CARBONCUB
EXPERIMENTAL **FX-3**

N58QT



AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson

In this issue:

- Airport News
- Safety: Fuel Management
- Monthly Trivia

Airport News

With the arrival of summer, expect more Jet traffic on and around the airport. This shouldn't be a large change for the consistent operations at the airport, just something to be aware of.

Maintenance News

Recently the lights have been acting up again, specifically the PAPI lights on Runway 29, the airport is acquiring parts to fix this problem, but they are still a ways out. This shouldn't be an issue especially for VFR flights, but this should not be a problem for to much longer.

Other News

The arrival of summer means more flying weather, the airport has just finished the setup of discount cards that allow 10 cents off for based aircraft, and an additional 10 cents for prepaying with cash. If you are interested in getting a card please find a time to meet with me and we will set one up for you. Thanks!



SUMMER

INCREASE IN TRAFFIC

With the start up of Western Wyoming Aviation, expect increased traffic in the pattern. Expect lots of touch and goes and do your best to work with these young student pilots trying to get their wings.



AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson

Safety: Collision avoidance

Takeoff and Climb

About one out of 10 midair collisions occur during takeoff and climb, so ensure that the runway is clear before departing and listen for other inbound aircraft. Make position reports and listen for other pilots' positions reports at nontowered airports. When climbing out use shallow S-turns or lower the nose occasionally to get a better view of the area directly in front of the aircraft.

Cruise

One quarter of midair collisions occur during cruise flight. According to the National Transportation Safety Board (NTSB), the majority of these accidents result from inattention of the aircrafts' crews. While cruise flight allows pilots the most time to look for traffic it is also the longest phase of flight and the time of greatest complacency. Scan for traffic and enlist the help of your passengers to spot other aircraft. If possible avoid high traffic areas such as the airspace near nav aids and military training routes.

Approach, Descent, and Landing

Half of all collisions occur in the traffic pattern and of these, 80 percent occur during final approach and landing. Check ahead, behind, above, and below your aircraft throughout the traffic pattern and make sure final is clear before turning. Any confusion about where other aircraft are, who's landing, and in what order can have tragic consequences. This is particularly true at nontowered airports. One may conclude, for example, that no aircraft are in the pattern if there is lack of activity on the frequency. But there may be aircraft operating without radios, or an inbound or outbound aircraft may be transmitting on the wrong frequency

NOTE: These suggestions are not intended to replace anything your instructor or A&P may have taught you. They should be used as a minimum and as discussion topics with an instructor, A&P or fellow pilot.



Safety contd.

Collision Avoidance Strategies

- **Proper altitude**—Adhere to the VFR and IFR cruising altitudes that correspond with your magnetic course. For VFR flights above 3,000 feet agl between zero and 179 degrees, fly altitudes of odd thousands plus 500 (e.g., 5,500 feet msl); between 180 and 359 degrees, fly even thousands plus 500 feet (e.g., 4,500 feet msl). For IFR flights between zero and 179 degrees, fly altitudes of odd thousands (e.g., 5,000 feet msl); between 180 and 359 degrees, fly even thousands (e.g., 4,000 feet msl).
- **Avoid congested airspace**—If VFR, avoid overflying approach fixes and nav aids as that airspace can get congested. Also, find out which special use airspace along your route is active such as military operations areas and routes, warning areas, and alert areas.
- **Turn on the lights**—Even during the day, external lights make the aircraft more visible. Recognition lights increase the aircraft's visibility to others by a factor of 10. Turn the landing light on during final approach and departure. If you receive a traffic alert or see oncoming traffic, turn on the landing light to make your aircraft easier to spot.
- **Sterile cockpit**—The AOPA Air Safety Institute (ASI) recommends that general aviation pilots limit idle conversation during the first and last 10 minutes of each flight in order to concentrate on aircraft operations and scanning for traffic
- **VFR flight following**—Request ATC radar advisories and flight following service. While only offered on a workload-permitting basis, ATC may provide another set of watchful eyes.
- **Nontowered airports**—Monitor the CTAF and make position reports 10 miles out. Include the airport name at the transmission's beginning and end. Report each traffic pattern leg while listening and keeping a watchful eye out for other traffic (remember not all aircraft have radios).

Source: AOPA Safety Spotlight



AIRPORT NEWS

Pinedale Airport Newsletter-Riley Wilson

Monthly Trivia

1. Performance charts are based on standard atmospheric conditions—a temperature of ___ degrees Celsius and pressure of ___ inches of mercury (Hg).

- A. 15 C ; 29.92 Hg
- B. 52 C ; 29.92 Hg
- C. 15 C ; 30.00 Hg

2. Which of the following conditions will reduce the distance of the landing roll?

- A. High altitude
- B. High temperature
- C. Low Humidity

3. What effect does high density altitude have on your indicated approach speed?

- A. High density altitude decreases indicated approach speed.
- B. High density altitude increases indicated approach speed.
- C. No effect.

4. A(n) ___-sloping runway will decrease required takeoff distance.

- A. Downward
- B. Upward
- C. No Change



Answers

4. **The correct answer is A.** A downward-sloping runway will increase your airplane's acceleration, and, therefore, result in a shorter takeoff roll before rotation speed (VR) is reached

3. **The correct answer is C.** High density altitudes increase your aircraft's true airspeed; however, your indicated airspeed is not affected. Flying the normal approach airspeed will give you the same aircraft performance as at lower density altitudes.

2. **The correct answer is C.** Low humidity reduces the distance required to stop after landing. Low humidity decreases density altitude, just as low temperature does. At lower density altitudes, there is more air mass per given volume. Because indicated airspeed is based on ram air pressure in the pitot tube the result is, for a given indicated airspeed, a lower true airspeed. Accordingly, your airplane will have a lower groundspeed at touchdown and a correspondingly shorter landing roll.

1. **The correct answer is A.** Aircraft performance charts are based on atmospheric conditions of 15 degrees Celsius and 29.92 inches of mercury (Hg). This combination of temperature and pressure is known as the International Standard Atmosphere (ISA). Created to provide a basis for comparison between performance data for different aircraft, ISA represents a statistical average of conditions for both day and night. However, ISA conditions are rarely present in the real world, so corrections must be made to account for non-standard conditions.



PROJECT STATUS UPDATE

Ralph Wenz Field – Master Plan Update

PROJECT NUMBER 220064
MONTH 5/2023
UPDATE NUMBER 21
PROJECT MANAGER Wesley Werbelow, PE

WORK COMPLETED OR PROGRESS THIS PERIOD ➤ Submitted ALP to FAA/WYDOT for approval

ANTICIPATED WORK FOR NEXT PERIOD ➤ Respond to any comments from FAA/WYDOT

ACTION ITEMS • Approval of voucher for Invoice 220064-23 for \$7,351.60

Invoicing

Invoices	Total Cost
220064-23	\$7,351.60
Total	\$7,351.60

Breakdown

Entity	Total Cost
FAA	\$6,616.44
State	\$441.10
Local	\$294.06
Total	\$7,351.60



May 14, 2024

Maureen Rudnick, Town Clerk/Treasurer
 Town of Pinedale
 P.O. Box 709
 Pinedale, WY 82941

SUBJECT: 220064-PNA Master Plan Update
 A.I.P. Project 03-56-0021-029-2022/WYDOT Project No. APNA004A

Dear Maureen:

Enclosed is invoice statement number 220064-23 for professional services rendered through April 2024 for the above referenced PNA Master Plan Update project. The invoice is for \$7,351.60.

The overall invoicing breakdown is shown in the table below:

Description of Service	Contract Amount	Current Billed	Previous Billed	Remaining
Engineer's Project #220064				
Project Formulation	\$16,060.00	\$0.00	\$16,060.00	\$0.00
Project Management	\$26,410.00	\$0.00	\$26,410.00	\$0.00
Public Involvement	\$56,250.00	\$6,858.10	\$49,391.90	\$0.00
Executive Summary	\$3,970.00	\$95.00	\$1,880.00	\$1,995.00
Existing Conditions	\$16,790.00	\$0.00	\$16,790.00	\$0.00
Environmental	\$9,635.00	\$0.00	\$9,635.00	\$0.00
Aviation Demand Forecast	\$22,790.00	\$0.00	\$22,790.00	\$0.00
Facility Requirements	\$24,015.00	\$0.00	\$24,015.00	\$0.00
Alternatives Development	\$23,130.00	\$0.00	\$23,130.00	\$0.00
Airport Layout Plan	\$56,860.00	\$0.00	\$55,632.50	\$1,227.50
Exhibit A	\$35,580.00	\$158.50	\$35,421.50	\$0.00
Facility Implementation	\$23,640.00	\$0.00	\$22,690.00	\$950.00
Compliance Overview	\$9,425.00	\$0.00	\$9,425.00	\$0.00
References	\$5,435.00	\$0.00	\$4,117.50	\$1,317.50
Approval of Documents	\$9,280.00	\$240.00	\$5,212.50	\$3,827.50
Deliverables	\$12,790.00	\$0.00	\$12,790.00	\$0.00
Aerial and Ground Survey	\$9,250.00	\$0.00	\$9,250.00	\$0.00
Lump Sum Expenses	\$24,963.00	\$0.00	\$11,891.52	\$13,071.48
Totals	\$386,273.00	\$7,351.60	\$356,532.42	\$22,388.98



Please review the invoice for approval. If you have any questions on this subject, please contact me at 307-587-3411.

Sincerely,

Wesley Werbelow, P.E.
Project Manager

Enclosure
Invoice No: 220064-23

Invoice



Town of Pinedale Wyoming
 P.O. Box 709
 205 Entertainment Lane
 Pinedale, WY 82941

May 10, 2024
 Invoice No: 220064 - 23
 Due Date: June 09, 2024

Project Manager: Wesley Werbelow

Project: 220064 PNA Master Plan Update
Professional Services from April 01, 2024 to April 30, 2024

Phase: 01.0 PROJECT FORMULATION

Task: 01.01 Pre-Scoping Meeting

Fees

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
1.0 PROJECT FORMULATION	16,060.00	100.00	16,060.00	16,060.00	0.00
2.0 PROJECT MANAGEMENT & PMP	26,410.00	100.00	26,410.00	26,410.00	0.00
3.0 PUBLIC INVOLEMENT	56,250.00	100.00	56,250.00	49,391.90	6,858.10
4.0 EXEC SUMMARY & MASTER PLAN INTRO	3,970.00	49.7481	1,975.00	1,880.00	95.00
5.0 EXISTING CONDITIONS	16,790.00	100.00	16,790.00	16,790.00	0.00
6.0 ENVIRONMENTAL CONSIDERATIONS	9,635.00	100.00	9,635.00	9,635.00	0.00
7.0 AVIATION DEMAND FORECAST	22,790.00	100.00	22,790.00	22,790.00	0.00
8.0 FACILITY REQUIREMENTS	24,015.00	100.00	24,015.00	24,015.00	0.00
9.0 ALTERNATIVES DEVEL & EVAL	23,130.00	100.00	23,130.00	23,130.00	0.00
10.0 AIRPORT LAYOUT PLAN	56,860.00	94.8844	53,951.25	53,951.25	0.00
11.0 EXHIBIT A PROPERTY MAP & ROS	35,580.00	100.00	35,580.00	35,421.50	158.50
12.0 FACILITIES IMPLEMENTATION	23,640.00	85.4061	20,190.00	20,190.00	0.00
13.0 COMPLIANCE OVERVIEW, LAND USE	9,425.00	100.00	9,425.00	9,425.00	0.00
14.0 REFERENCES, GLOSSARY, APPENDICES	5,435.00	75.759	4,117.50	4,117.50	0.00
15.0 APPROVAL OF DOCUMENTS	9,280.00	58.7554	5,452.50	5,212.50	240.00
16.0 DELIVERABLES	12,790.00	100.00	12,790.00	12,790.00	0.00
17.0 AERIAL & GROUND SURVEY	9,250.00	100.00	9,250.00	9,250.00	0.00
REIMBURSABLES	24,963.00	47.6366	11,891.52	11,891.52	0.00
Total Fee	386,273.00		359,702.77	352,351.17	7,351.60

Total Fee 7,351.60

Total this Task \$7,351.60

Total this Phase \$7,351.60

Total this Invoice \$7,351.60

Outstanding Invoices

Number	Date	Balance
22	4/8/2024	16,572.50
Total		16,572.50

	Current	Prior	Total	Received	AR Balance
Billings to Date	7,351.60	352,351.17	359,702.77	335,778.67	23,924.10

All account balances not paid in full within 30 days of the date of invoicing shall bear interest at the rate of twelve (12) percent (%) per annum compounded monthly from the due date until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Payments can be made by ACH, Check, or credit card. Billing and payment inquiries can be sent to NWfinance@ardurra.com. A 3% processing fee is applied to payments by credit card.

ACH INFORMATION: Please contact NWfinance@ardurra.com

PAYMENTS BY CHECK - REMIT TO: Ardurra Group, PO Box 23402, Tampa, FL 33623



PROJECT STATUS UPDATE

Ralph Wenz Field – Master Plan Update

PROJECT NUMBER 230238
MONTH 5/2023
UPDATE NUMBER 3
PROJECT MANAGER Wesley Werbelow, PE

WORK COMPLETED OR
PROGRESS THIS PERIOD ➤ Project is substantially complete

ANTICIPATED WORK
FOR NEXT PERIOD ➤ 41 day final advertisement before releasing final payment
➤ Receive final lien releases

ACTION ITEMS • Approval of voucher for Invoice 230238-13 for \$1,306.25

Invoicing

Invoices	Total Cost
230238-13	\$1,306.25
Total	\$1,306.25

Invoice



Abram Pearce
 Town of Pinedale Wyoming
 P.O. Box 709
 205 Entertainment Lane
 Pinedale, WY 82941

May 08, 2024
 Invoice No: 230238 - 13
 Due Date: June 07, 2024

Project Manager: Wesley Werbelow

Project: 230238 PNA Fuel Farm Installation- SLIB

Professional Services from April 01, 2024 to April 30, 2024

Phase: 1.0 Design Phase

Fees

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase	9,045.00	74.2255	6,713.70	6,713.70	0.00
Bidding Phase	4,200.00	83.3929	3,502.50	3,502.50	0.00
Total Fee	13,245.00		10,216.20	10,216.20	0.00

Total Fee 0.00

Total this Phase 0.00

Phase: 4.0 Pre-Construction Coordination Phase

Professional Personnel

	Hours	Rate	Amount
Provart, Luke	.25	135.00	33.75
Saavedra, Robin	.75	115.00	86.25
Totals	1.00		120.00

Total Labor 120.00

Total this Phase \$120.00

Phase: 5.0 Construction Observation Phase

Professional Personnel

	Hours	Rate	Amount
Hebert, Todd	3.50	95.00	332.50
Provart, Luke	1.75	135.00	236.25
Werbelow, Wesley	3.25	190.00	617.50
Totals	8.50		1,186.25

Total Labor 1,186.25

Total this Phase \$1,186.25

Total this Invoice \$1,306.25

Outstanding Invoices

Number	Date	Balance
12	4/8/2024	1,382.50
Total		1,382.50

	Current	Prior	Total	Received	AR Balance
Billings to Date	1,306.25	16,289.95	17,596.20	14,907.45	2,688.75

ACH INFORMATION: Please contact NWfinance@ardurra.com

PAYMENTS BY CHECK - REMIT TO: Ardurra Group, PO Box 23402, Tampa, FL 33623



PROJECT STATUS UPDATE

Ralph Wenz Field – Rehab S GA Apron

PROJECT NUMBER 220064
MONTH 5/2023
UPDATE NUMBER 5
PROJECT MANAGER Wesley Werbelow, PE

WORK COMPLETED OR PROGRESS THIS PERIOD

- Discussed rebid options with FAA and WYDOT
- Ultimately the challenge is that in order to secure the \$1 mill of State Apportionment, a grant has to be issued by this fiscal year
- By direction of the FAA, we have to have bids opened by end of July
- Determined that best approach will be to bid the project in bid schedules to ensure we have a base project to secure to State Apportionment funding

ANTICIPATED WORK FOR NEXT PERIOD

- Revise construction documents, bid schedules, etc
- Rebid project, first ad planned for 6/23/24 and bid opening of 7/25/2024

ACTION ITEMS

- Approval of voucher for Invoice 230611-5 for \$6,313.92
- Consider Amendment #1 for \$11,710.00

Invoicing

Invoices	Total Cost
230611-5	\$6,313.92
Total	\$6,313.92

Breakdown

Entity	Total Cost
FAA	\$5,682.52
State	\$378.84
Local	\$252.56
Total	\$6,313.92

Invoice



Abram Pearce
Town of Pinedale Wyoming
P.O. Box 709
205 Entertainment Lane
Pinedale, WY 82941

May 08, 2024
Invoice No: 230611 - 5
Due Date: June 07, 2024

Project Manager: Wesley Werbelow

Project: 230611 PNA Rehabilitate S GA Apron

Professional Services from April 01, 2024 to April 30, 2024

Phase: 01 Pre Design Phase

Fees

Total Fee	14,580.00		
Percent Complete	74.0741	Total Earned	10,800.00
		Previous Fee Billing	10,600.00
		Current Fee Billing	200.00
		Total Fee	200.00
		Total this Phase	\$200.00

Phase: 02 DBE Design Phase

Fees

Total Fee	1,140.00		
Percent Complete	100.00	Total Earned	1,140.00
		Previous Fee Billing	1,140.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Phase	0.00

Phase: 03 Planning and Environmental Phase

Fees

Total Fee	470.00		
Percent Complete	100.00	Total Earned	470.00
		Previous Fee Billing	470.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Phase	0.00

Phase: 04 Design Phase

Fees

Total Fee	63,198.00		
Percent Complete	100.00	Total Earned	63,198.00
		Previous Fee Billing	63,198.00

Project	230611	PNA Rehabilitate S GA Apron	Invoice	5
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00

Phase:	05	Special Considerations Design		
Fees				
Total Fee		27,545.00		
Percent Complete		100.00	Total Earned	27,545.00
			Previous Fee Billing	27,545.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00

Phase:	06	Bidding Phase		
Fees				
Total Fee		16,726.00		
Percent Complete		55.6853	Total Earned	9,313.92
			Previous Fee Billing	3,200.00
			Current Fee Billing	6,113.92
			Total Fee	6,113.92
			Total this Phase	\$6,113.92

Phase:	11.0	Post Construction Coordination Phase		
Fees				
Total Fee		10,030.00		
Percent Complete		3.988	Total Earned	400.00
			Previous Fee Billing	400.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Phase	0.00
			Total this Invoice	<u><u>\$6,313.92</u></u>

Outstanding Invoices

Number	Date	Balance
4	4/8/2024	11,511.75
Total		11,511.75

	Current	Prior	Total	Received	AR Balance
Billings to Date	6,313.92	81,309.25	87,623.17	69,797.50	17,825.67

All account balances not paid in full within 30 days of the date of invoicing shall bear interest at the rate of twelve (12) percent (%) per annum compounded monthly from the due date until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Payments can be made by ACH, Check, or credit card. Billing and payment inquiries can be sent to NWfinance@ardurra.com. A 3% processing fee is applied to payments by credit card.

ACH INFORMATION: Please contact NWfinance@ardurra.com

PAYMENTS BY CHECK - REMIT TO: Ardurra Group, PO Box 23402, Tampa, FL 33623

AMENDMENT #1
TO
WORK ORDER 2023-03
Town of Pinedale
Pinedale, Wyoming

Reconstruct S GA Apron
AIP# 3-56-0021-030-2024
STATE GRANT # APN031

This Work Order shall be attached to, made a part of, and incorporated by reference into a Master Professional Services Agreement between the Town of Pinedale and Ardurra Group, Inc., dated 2/15/2022.

SCOPE OF WORK

The Scope of Work, dated 5/30/2024 for this effort, is attached as Exhibit A. This document describes the anticipated work effort and schedule in detail. The attached Scope of Work is a revision to the Scope of Work dated 10/17/2023 that was included with Work Order 2023-03. The Scope of Work Dated 5/30/2024 will supersede the previous Scope of Work.

FEES

Fees for services provided under this Work Order will be added or deducted from the previously approved Work Order 2023-03 as follows and shown in the Change in Fee column. The column labelled as revised fee will be the new total fee for services provided and billed according to the method described.

	Phase	Original Fee	Change in Fee	Revised Fee	Billing Method
1.0	PRE-DESIGN PHASE	\$14,580.00	\$0.00	\$14,580.00	Lump Sum
2.0	DISADVANTAGED BUSINESS ENTERPRISE (DBE) DESIGN PHASE	\$1,140.00	\$0.00	\$1,140.00	Lump Sum
3.0	PLANNING AND ENVIRONMENTAL PHASE	\$470.00	\$0.00	\$470.00	Lump Sum
4.0	DESIGN PHASE	\$63,198.00	\$9,710.00	\$72,908.00	Lump Sum
5.0	SPECIAL CONSIDERATIONS-DESIGN	\$27,535.00	\$0.00	\$27,535.00	Lump Sum
6.0	BIDDING PHASE	\$16,726.00	2,000.00	18,726.00	Lump Sum
7.0	CONSTRUCTION ADMINISTRATION PHASE	\$37,199.00	\$0.00	\$37,199.00	T & E
8.0	DISADVANTAGED BUSINESS ENTERPRISE (DBE)-CONSTRUCTION PHASE	\$3,990.00	\$0.00	\$3,990.00	T & E
9.0	PRE-CONSTRUCTION COORDINATION PHASE	\$9,086.00	\$0.00	\$9,086.00	T & E
10.0	CONSTRUCTION OBSERVATION PHASE	\$152,159.38	\$0.00	\$152,159.38	Cost Plus Fixed Fee
11.0	POST CONSTRUCTION COORDINATION PHASE	\$10,030.00	\$0.00	\$10,030.00	Lump Sum
12.0	SPECIAL CONSIDERATION-CONSTRUCTION	\$3,700.00	\$0.00	\$3,700.00	T & E
13.0	ACCEPTANCE SURVEYING PHASE	\$6,980.00	\$0.00	\$6,980.00	T & E
Total:		\$346,793.38	\$11,710.00	\$358,503.38	

Fees for the phases of work will be calculated with the methods listed above, as defined in the Agreement. Fees have been calculated using Consultant's current Fee Schedule.

IN WITNESS WHEREOF, Client and Consultant have made and executed this WORK ORDER 2023-03A to the AGREEMENT the day and year first above written.

OWNER: Town of Pinedale

By: _____
Matt Murdock

Title: _____
Mayor

Date: _____

CONSULTANT: Ardurra

By: _____

Jeremy McAlister

Title: _____
Aviation Business Development Manager, NW

Date: _____
5/30/2024

Exhibit A

PROJECT SCOPE OF WORK FOR

AMENDMENT #1 RECONSTRUCT S GA APRON

A.I.P. Project No. 03-56-0030-2024 State Aeronautics Project No. APN031

This scope of work dated 5/30/2024 shall constitute the items included in Amendment #1.

4.0 DESIGN PHASE

4.1 Additional Project Management Time

Project Manager will oversee the redesign/repackaging of the project, budget, and resources.

4.2 Value Engineering

The Engineer will evaluate and incorporate value engineering items to incorporate into the rebid project based on unit prices received from the original bid.

4.3 Update Plans, CSPP, and Contract Documents

The Engineer will update plans, Construction Safety Phasing Plan (CSPP), and Project Manual to reflect the changes that will occur throughout the rebidding efforts. This will include updating these items with new bid schedule information, contract milestones, phasing, and Bid Proposal.

6.0 BIDDING PHASE

6.1 Prepare Advertisement for Bids

The Engineer will prepare a legal advertisement on behalf of the Sponsor and submit it to the selected newspapers as a solicitation for construction bids in accordance with the Sponsor's bidding procedures. The Sponsor will pay for or reimburse the costs of publishing.

6.2 Prepare Bid Documents

The Engineer will prepare multiple sets of bid documents for distribution to interested contractors. Bid document sets will include the project manual and construction plans. Electronic copies of the bid documents will be uploaded on the Engineer's website for viewing by interested contractors or plan houses.

6.3 Generate Bidders' Interest

The Engineer will send invitations for bids to selected businesses including local contractors, DBE firms, plan houses, and material suppliers to maximize the project exposure and generate widespread bidder interest in the project. A plan holders list will be maintained and distributed by the Engineer to invoke a competitive bidding environment. During the bidding process, the Engineer will be available to answer bidders' questions. The Engineer will maintain a record of all bidders' questions and the answers provided. If needed, the Engineer will also contact individual potential bidders to generate additional interest in the project. A 4-week bidding period is anticipated.

6.4 Prepare/Conduct Pre-Bid Meeting

The Engineer will attend and conduct the Pre-Bid Meeting with potential contractors and the Sponsor to review the project and answer questions. The meeting will be conducted via teleconference and

Contractors will be able to schedule an on-site meeting with airport staff to review the project if desired.

6.5 Prepare Addenda

The Engineer will prepare and issue addenda as necessary to clarify and modify the project as required by the Sponsor or the FAA. Addenda will be made available to the plan holders through mail, e-mail, hand-delivery, download from Engineer's website, or facsimile transmission in coordination with the FAA. Addenda will be prepared to meet the requirements of all applicable FAA assurances, design standards, construction standards and certifications.

6.6 Conduct Bid Opening

The Engineer will attend and assist with a bid opening via teleconference. Town staff will administer the bid opening at Town Hall.

6.7 Review Bid Proposals

The Engineer will conduct a detailed analysis of the bids received for completeness and accuracy and will note omissions and discrepancies. An analysis of the bid prices and other documentation provided for the work will be completed. A tabulation of the received bids will be provided to the Sponsor, bidders, and FAA and State Aeronautics.

6.8 Update and Maintain Bidders List

The Engineer will update and maintain the Sponsor's Bidders List in compliance with 49 CFR §26.11(c). The Sponsor's Bidders List will be updated with the company name, address, DBE status, age, and annual gross receipts for each prime and sub bidder.

6.9 Prepare Recommendation of Award.

The Engineer will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Engineer will supply an explanation for the recommendation and possible alternative actions the Sponsor can pursue to complete the project. Copies of the Engineers' Recommendation of Award will be provided to FAA and State Aeronautics.

6.10 Bid Sureties.

The Engineer will issue letters to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and briefly describing the bid results. The Engineer will return the bid surety to the successful bidder after the bidder has executed the construction contract. The Engineer will also return the bid sureties to the second and third low bidders after the successful bidder has executed the construction contract.



PROJECT STATUS UPDATE

Ralph Wenz Field – SRE Acquisition Project

PROJECT NUMBER 230163
MONTH 5/2024
UPDATE NUMBER 14
PROJECT MANAGER Carson Rowley, PE

WORK COMPLETED OR PROGRESS THIS PERIOD

- Continued to coordinate a delayed delivery.
- Per 5/29/24 email from TSTE the plow is in Casper and they are making sure everything is working.
- Delivery date to be provided by 5/31 per email.

ANTICIPATED WORK FOR NEXT PERIOD

- Take Delivery.
- Pay Estimate #1.
- Possible Change Order #1.

ACTION ITEMS

-

Invoicing

Invoices	Total Cost
230136-12	\$1,322.50
Total	\$1,322.50

Breakdown

Entity	Total Cost
WYDOT Aeronautics (75%)	\$991.87
PNA (25%)	\$330.63
Total	\$1,322.50

Invoice



Abram Pearce
 Town of Pinedale Wyoming
 P.O. Box 709
 205 Entertainment Lane
 Pinedale, WY 82941

April 09, 2024
 Invoice No: 230136 - 12
 Due Date: May 09, 2024

Project Manager: Carson Rowley

Project: 230136 PNA SRE Acquisition
Professional Services from March 01, 2024 to March 31, 2024

Phase: 1 Contract Administration
Fees

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Contract Administration	4,230.00	100.00	4,230.00	4,230.00	0.00
Planning and Formulation	2,040.00	100.00	2,040.00	2,040.00	0.00
Preliminary Design	5,070.00	100.00	5,070.00	5,070.00	0.00
Final Design	4,830.00	100.00	4,830.00	4,830.00	0.00
Bidding	3,330.00	100.00	3,330.00	3,330.00	0.00
Closeout/Documentation	4,060.00	13.4544	546.25	190.00	356.25
Additional Service	1,540.00	100.00	1,540.00	1,540.00	0.00
Reimbursable- Lump Sum	0.00	0.00	600.00	600.00	0.00
Total Fee	25,100.00		22,186.25	21,830.00	356.25

Total Fee 356.25

Billing Limits	Current	Prior	To-Date
Total Billings	356.25	4,230.00	4,586.25
Limit			32,125.00
Remaining			27,538.75

Total this Phase \$356.25

Phase: 6 Procurement Administration
Professional Personnel

	Hours	Rate	Amount
Rowley, Carson	5.50	160.00	880.00
Saavedra, Robin	.75	115.00	86.25
Totals	6.25		966.25
Total Labor			966.25

Total this Phase \$966.25

Total this Invoice \$1,322.50

Outstanding Invoices

Number	Date	Balance
11	3/9/2024	926.25
Total		926.25

	Current	Prior	Total	Received	AR Balance
Billings to Date	1,322.50	25,647.15	26,969.65	24,720.90	2,248.75

All account balances not paid in full within 30 days of the date of invoicing shall bear interest at the rate of twelve (12) percent (%) per annum compounded monthly from the due date until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

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ACH INFORMATION: Please contact NWfinance@ardurra.com

PAYMENTS BY CHECK - REMIT TO: Ardurra Group, PO Box 23402, Tampa, FL 33623



TOWN OF PINEDALE WYOMING

May 30th, 2024

Pinedale Airport Manager's Monthly Report

- AWOS updated and NOTAMs issued as necessary.
- Attended meetings during the month including:
 - Weekly Town safety, supervisor, and manager meetings
- Began editing the Minimum standards to more closely fit the goals of the airport as well as grammatical errors.
- Trained the Two new staff members at the airport.
- Began the 7 Day a week open schedule for the FBO.
- Attended PRM meetings with WYDOT aeronautics.
- Wrote an airport newsletter which will be published monthly, including recent activities and safety information for around the airport.
- Reported Fuel Sales to WYDOT for record keeping.
- Fuel Sales report attached.
- Continued renovations to the FBO building, the top floor is getting closer and closer to being completed.
- Began Daily inspections for the new Jet A Fuel Farm.
- Emptied all remaining fuel from the tanker trailers to allow John Douglas to sell them.

Things I will finalize in June:

- Begin preparations for the new equipment the airport will have in the next few weeks.
- Continue the summertime airport maintenance schedule.

Should there be questions or comments please feel free to contact me at 307-360-9025 or by email at rileywilson@townofpinedale.us

Respectfully submitted,

Airport Manager



FBO REPORT
MONTH OF MAY 2024

5/30/2024

To Whom it May Concern:

In the month of May 2024, the TOP flight FBO recorded the following transactions:

LANDING FEE TOTAL	\$ 754
HANGAR RENT TOTAL	\$ 475.18
JET A GALLONS	2422
AV GAS GALLONS	1393.91
LINE FEES TOTAL	\$ 796.63
NON FUEL REVENUE	\$ 2,025.81

For Any Additional Questions contact Riley Wilson.

Signed,

A handwritten signature in black ink, appearing to read "Riley Wilson", is written in a cursive style.

Airport Manager