



Laramie Regional Airport
555 General Brees Road
Laramie, Wyoming 82070

aterrell@flylaramie.com

O: 307-742-4161 | M: 303.725.5737

Laramie Regional Airport Board Meeting/Budget Hearing Agenda

City Council Chambers

City Hall

Wednesday, August 16, 2023 – 8:00 AM

REGULAR MEETING:

1. Call to Order and Roll Call
2. Amendments to Agenda
3. Minutes Approval
4. Public Comment
5. Finance Report – Presented by Tamie Wick
6. Director's Report- Presented by Amy Terrell
7. Final Approval/Denial ARFF Truck Grant AIP 3-26-0017-048-2023

ACTION: Final Approval or Denial post City & County Approval of ARFF Truck Grant

8. Approval/Denial Lease Agreement DBT Transportation

ACTION: Approval or Denial of Lease Agreement with DBT Transportation

9. Next Meeting: September 20, 2023
10. Adjourn to Executive Session per Wyoming State Statute 16-4-405(a)(iii)



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Laramie Regional Airport Board Meeting

City Council Chambers

City Hall

July 19, 2023

Regular Meeting: 8:00 a.m.

1. **Call to order and Roll Call.**

Laramie Regional Airport board meeting was called to order at 8:00am, on July 19, 2023, at 8:00am by Chairperson Brown.

Present: Brown, Fletcher, Gonzales, Johnson arrived after roll call.

VIA Zoom: Southard

County Liaison - Pete Gosar present VIA zoom.

City of Laramie Liaison – Andi Summerville was absent.

2. **Amendments to Agenda:**

Motion by Fletcher seconded by Gonzales to change item 13 to read Adjourn into Executive Session per Wyoming State Statute 16-4-405(a)(iii) and remove items 14 and 15.

MOTIONS CARRIED by voice vote.

3. **Minutes Approval:**

Motion by Gonzales seconded by Fletcher to approve June 2023 board meeting minutes as presented.

MOTION CARRIED by voice vote.

4. **Public Comment:**

E.G. Meyers

5. **Finance Report:** by Tamie Wick

- FY 23 End
- FY 24

6. **Director's Report:** by Amy Terrell

- 2023 & 2024 Enplanements.
- SkyWest flights and cancellations.



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-
- 2022 & 2023 fuel sales.
 - Records requests.
 - Marketing campaign.
 - Aviation Security Program (ASP) has been approved and stamped.
 - Waiting for the Airport Certification Manual (ACM) to be approved by the FAA.
 - The FAA inspection is scheduled for October 2023.
8. **Approval/Denial ANB Bank Treasury Management Services Agreement:**
Motion by Fletcher, seconded by Gonzales to approve ANB Bank Treasury Management Services Agreement.
MOTION CARRIED by voice vote.
9. **Approval/Denial of Budget Amendments for FY24:**
Motion by Fletcher, seconded by Johnson to approve FY 24 Budget Amendments.
MOTION CARRIED by voice vote.
10. **Approval/Denial Cash Handling Policy:**
Motion by Gonzales, seconded by Fletcher to approve the Cash Handling Policy.
MOTION CARRIED by voice vote.
11. **Approval/Denial Surplus Property Disposal Policy:**
Motion by Fletcher, seconded by Gonzales to approve the Surplus Property Disposal Policy.
MOTION CARRIED by voice vote.
12. **Next Meeting: August 16, 2023.**
13. **Adjourn into Executive Session per Wyoming State Statute 16-4-405(a)(iii):**
Adjourned into Executive Session at 8:23 a.m.



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MOTION CARRIED by voice vote.
 12. **Next Meeting: August 16, 2023.**
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Adjourned into Executive Session at 8:23 a.m.

Financials

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	TOTAL	
	ACTUAL	BUDGET
Income		
4200 Capital Grants & Contributions		
4201 ALA003A Master Plan		300,000.00
4202 ALA011A Expand ARFF		86,240.00
4203 ALA011B Expand ARFF		0.00
4213 ALA012A ARFF Truck		959,369.05
4214 ALA022X De-Ice Spreader/Truck		88,000.00
4215 ALA023A Runway & Taxi Lights/NAVAIDS		1,635,052.63
4216 ALA025 Acquire Rotary Plow		902,631.58
4217 ALA006A Seal Coat & Mark Pavement		11,945.95
Total 4200 Capital Grants & Contributions		3,983,239.21
4210 Aviation Fuel Tax		
4211 Gasoline Tax Refund	878.32	14,600.00
Total 4210 Aviation Fuel Tax	878.32	14,600.00
4300 Fixed Based Operator		
4301 Jet Fuel	144,924.56	1,991,533.00
4302 Line Services	1,398.20	43,803.00
4303 Oil Sales	142.00	400.00
4304 Aviation Gas Sales	25,407.79	182,923.00
4305 Aircraft De-Icing Service		8,000.00
4306 De-Ice Type I		12,000.00
4307 De-Ice Type IV		0.00
4308 Mechanic		3,000.00
Total 4300 Fixed Based Operator	171,872.55	2,241,659.00
4320 Concessions		
4321 Merchandise Sales	1,446.00	9,684.00
4322 Advertising Space		34,000.00
4323 Food & Drink Sales	203.67	3,000.00
4324 Bar Sales		10,000.00
Total 4320 Concessions	1,649.67	-56,684.00
4500 Facility Rentals		
4501 Hangar Rent	19,620.67	142,415.00
4502 Hangar - Cold Overnight	245.00	0.00
4503 Hangar - Heated Overnight	225.00	21,000.00
4504 Ground Leases	3,950.00	16,865.00
4505 PARQ Building Lease	21,450.00	125,400.00
4506 Terminal Space Rent	8,185.30	57,104.00
Total 4500 Facility Rentals	53,675.97	362,784.00
4600 Facility Fees		
4601 Airline Revenue	3,750.60	24,658.00
4602 Diversions		3,000.00
4603 Charters	8,280.00	100,000.00

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	TOTAL	
	ACTUAL	BUDGET
4604 Facility Fees	7,525.00	78,150.00
4605 Overnight Parking Fees	642.18	4,044.00
Total 4600 Facility Fees	20,197.78	209,852.00
4606 Car Rental Agencies	440.00	5,000.00
4700 Nonoperating Revenue		
4212 Advertising Grant		50,000.00
4701 Credit Card Processing Fee	129.84	21,500.00
4702 Interest Earnings	1,183.80	6,000.00
4703 Dividends Earned	6,060.95	28,000.00
4704 Albany County Special Purpose Tax	69,831.22	534,000.00
4705 Unrealized Gain/Loss		100.00
4706 Miscellaneous Income		50.00
4707 PFC Revenue	12,320.34	78,000.00
4708 Asset Sales		50,000.00
4709 City Funds	29,166.63	150,000.00
4710 County Funds	200,000.00	200,000.00
Total 4700 Nonoperating Revenue	318,692.78	1,117,650.00
Total Income	\$567,407.07	\$7,991,468.21
GROSS PROFIT	\$567,407.07	\$7,991,468.21
Expenses		
6000 Capital Grants Expenditures		
6001 ALA003A Master Plan		300,000.00
6002 ALA011A Expand ARFF		88,000.00
6003 ALA011B Expand ARFF		0.00
6004 ALA012A ARFF Truck		978,948.42
6005 ALA022X De-Ice Spreader/Truck		110,000.00
6006 ALA023A Runway & Taxi Lights/NAVAIDS		1,668,421.05
6007 ALA025 Acquire Rotary Plow		921,052.63
6008 ALA006A Seal Coat & Mark Pavement		11,945.95
Total 6000 Capital Grants Expenditures		4,078,368.05
7000 Personnel Costs		
7001 Salaries & Wages - Salaried	23,181.53	196,777.00
7002 Salary & Wages - Hourly	47,219.93	496,200.00
7003 Salaries & Wages - PTO	4,454.35	25,372.00
7004 Salaries & Wages - Overtime	3,302.10	20,944.00
7005 Salaries & Wages - Charters		2,000.00
7006 Salaries & Wages - Holidays - Salaried	1,420.92	9,157.00
7007 Salaries & Wages - Holidays - Hourly	3,548.46	18,444.00
7008 On Call		3,234.00
7009 A & P Mechanic		1,350.00
7010 Military Leave	1,120.00	1,200.00
7511 Social Security	5,036.94	48,030.00

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	TOTAL	
	ACTUAL	BUDGET
7512 Worker's Compensation	2,924.52	13,944.00
7513 Unemployment		4,881.00
7514 Pension	27,408.88	99,451.00
7515 Insurance	29,827.71	138,878.00
7516 Medicare	1,177.99	11,233.00
Total 7000 Personnel Costs	150,623.33	1,091,095.00
7020 Contractual		
7021 Legal Fees	11,343.20	83,000.00
7022 Accounting/Audit		62,000.00
7023 Professional & Consulting	4,086.00	800.00
7024 bad/Uncollected Debt		0.00
7025 Dues/Memberships	1,354.99	2,000.00
7026 Equipment		20,000.00
7027 AFRR Equipment		0.00
7028 Fuel Truck Rental	3,150.00	25,800.00
7029 IT Services	6,239.22	31,500.00
7030 Copier	214.83	1,000.00
7031 Land Plan		80,000.00
7032 Postage		800.00
7033 Advertising	19,114.61	100,500.00
7034 Licensing & Permits		100.00
7040 ARFF Training		21,309.00
7042 Registrations/Education		4,000.00
7043 Travel		4,500.00
7044 Vehicle License		450.00
7055 Telephone	714.50	3,500.00
7056 Disposal	150.00	2,782.00
7400 ALLSOP Rent	2,250.00	27,000.00
7401 ALLSOP Expenses	160.60	1,777.00
7502 Liability Insurance	2,740.00	8,000.00
7503 Property Insurance	46,594.11	46,595.00
Total 7020 Contractual	98,112.06	527,413.00
7050 Utilities		
7051 Electric	4,534.05	56,000.00
7052 Gas	4,285.18	36,340.00
7053 Water/Sewer/Trash	1,172.98	16,880.00
7054 Internet	649.60	3,900.00
Total 7050 Utilities	10,641.81	113,120.00
7200 Materials & Supplies	73.61	
7201 Airplane De-Ice		10,375.00
7202 Ammenities	539.31	5,000.00
7203 Aviation Gas Resale	14,828.44	197,949.00
7204 Employee Appreciation	14.17	5,000.00

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	TOTAL	
	ACTUAL	BUDGET
7205 Food & Drink Resale	309.87	5,000.00
7206 Fuel Farm Supplies	256.26	8,700.00
7207 Furniture & Decor		0.00
7208 Software Licenses	549.00	10,647.00
7209 Janitorial Supplies	861.54	6,000.00
7210 Jet Fuel Resale	105,671.99	1,155,000.00
7211 Landscaping		1,500.00
7212 Line Service Supplies		2,000.00
7213 Merchandise Resale	71.15	5,500.00
7214 Office Supplies	178.70	2,500.00
7215 Oil Resale		360.00
7216 Runway De-Ice		32,000.00
7217 Supplies	44.95	2,000.00
7218 Uniforms		3,500.00
7219 Unleaded Gas/Diesel	1,489.32	11,339.00
7220 Wildlife Mitigation	116.14	1,000.00
Total 7200 Materials & Supplies	125,004.45	1,465,370.00
7230 Repair & Maintenance		
7231 Building Repairs	4,675.92	78,000.00
7232 Communications Equipment & Repair	460.00	4,080.00
7233 Crack Seal		0.00
7234 Runway Marking & Lighting		3,000.00
7235 Vehicle & Equipment Repairs	247.49	21,000.00
7235-12 Massey	726.00	
7235-19 Jet 2	31.66	
7235-25 De-Ice Spreader	33.96	
7235-4 Chevy S-10	16.70	
Total 7235 Vehicle & Equipment Repairs	1,055.81	21,000.00
Total 7230 Repair & Maintenance	6,191.73	106,080.00
7450 Fees		
7451 Av Trip Fees	156.91	1,386.00
7452 Bank Fees		200.00
7453 Credit Card Fees	400.20	21,500.00
7454 Payroll Fees	889.10	3,800.00
7455 Fiduciary Fees	616.65	5,194.00
7456 QuickBooks Payment Fees	31.26	500.00
7457 Trust Fees & Expense		1,000.00
Total 7450 Fees	2,094.12	33,580.00
8000 Nonoperating Expenses		
8010 Loan Payments		78,651.00
8020 Debt Service Go Bonds		533,678.00
8030 PARQ Building Taxes		7,965.00
8040 Jet Fuel Truck Payment		29,048.00

Laramie Regional Airport -KLAR

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

July 2023 - June 2024

	TOTAL	
	ACTUAL	BUDGET
Total 8000 Nonoperating Expenses		649,342.00
9000 FY23 Expenses	400.08	
Total Expenses	\$393,067.58	\$8,064,368.05
NET OPERATING INCOME	\$174,339.49	\$-72,899.84
NET INCOME	\$174,339.49	\$-72,899.84

Laramie Regional Airport -KLAR

Expenses by Vendor Summary

July 1 - August 10, 2023

	TOTAL
8 x 8	344.76
Absolute Solutions	460.00
Ace Hardware	161.88
AirNav	300.00
Albany County Clerk	13,797.51
AlSCO	118.06
Amazon	1,615.87
APG West Payment Processing	32.66
AVFuel Corporation	124,470.46
Bamboo HR	229.00
Black Hills Energy	4,445.78
Capital Business Systems	214.83
CenturyLink	369.74
City of Laramie - Water Fund	1,172.98
Domino's Pizza	22.15
Dooley Oil, Inc.	1,489.32
Flying	40.00
Grand Ave Urgent Care	55.00
Honeywagon Sanitation Pumping	150.00
ICC	6,239.22
Intuit	300.00
Johnson Controls	3,448.50
Jviation, A Woolpert Company	4,031.00
Laramie Connections Center	850.00
Laramie Investment Co., Inc.	743.00
Lazy A Land Company, LLC	2,250.00
MASA	171.00
Miami Sunglasses	71.15
Murdoch's	161.09
NAPA Auto Parts of Laramie	90.96
O'Reilly Automotive Stores, Inc.	65.29
Parlevel Systems	84.80
Pence and MacMillan	11,343.20
Professional Sports Publications	990.00
QuickBooks Payments	31.26
Rapid Fire Protection, Inc	540.00
Ridley's	14.17
Rocky Mountain Air Solutions	47.62
Rocky Mountain Power	4,534.05
Ron's Equipment Company	726.00
Sherwin-Williams	271.72
Sidney Horton	1,246.80
SSG	116,151.86
Terminix of Wyoming	90.00
Townsquare Media Laramie	5,592.00

Laramie Regional Airport -KLAR

Expenses by Vendor Summary

July 1 - August 10, 2023

	TOTAL
Tri State Oil Reclaimers	45.00
True Value of Laramie	101.27
Upslope Media	10,000.00
Visionary Communications	649.60
W.A.R.M. Property Insurance Pool	46,594.11
Walmart	423.92
Wolf Creek Radio Broadcasting, LLC	1,500.00
WYDOT - MVS	5.00
Wyoming Airports Coalition	1,000.00
Wyoming Bank and Trust	616.65
Wyoming Dept. of Revenue	400.08
Wyoming Local Government Liability Pool	1,997.00
Wyoming Retirement System	17,235.74
Wyoming Workers Compensation	2,924.52
TOTAL	\$393,067.58

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1 - August 10, 2023

	BUSINESS PARK	FBO	LARAMIE REGIONAL AIRPORT	TERMINAL	TOTAL
Income					
4210 Aviation Fuel Tax					\$0.00
4211 Gasoline Tax Refund			878.32		\$878.32
Total 4210 Aviation Fuel Tax			878.32		\$878.32
4300 Fixed Based Operator					\$0.00
4301 Jet Fuel		144,924.56			\$144,924.56
4302 Line Services		1,398.20			\$1,398.20
4303 Oil Sales		142.00			\$142.00
4304 Aviation Gas Sales		25,407.79			\$25,407.79
Total 4300 Fixed Based Operator		171,872.55			\$171,872.55
4320 Concessions					\$0.00
4321 Merchandise Sales		1,446.00			\$1,446.00
4323 Food & Drink Sales				203.67	\$203.67
Total 4320 Concessions		1,446.00		203.67	\$1,649.67
4500 Facility Rentals					\$0.00
4501 Hangar Rent			19,620.67		\$19,620.67
4502 Hangar - Cold Overnight			245.00		\$245.00
4503 Hangar - Heated Overnight			225.00		\$225.00
4504 Ground Leases			3,950.00		\$3,950.00
4505 PARQ Building Lease	21,450.00				\$21,450.00
4506 Terminal Space Rent				8,185.30	\$8,185.30
Total 4500 Facility Rentals	21,450.00		24,040.67	8,185.30	\$53,675.97
4600 Facility Fees					\$0.00
4601 Airline Revenue			3,750.60		\$3,750.60
4603 Charters		8,280.00			\$8,280.00
4604 Facility Fees			7,525.00		\$7,525.00
4605 Overnight Parking Fees		6.18	636.00		\$642.18
Total 4600 Facility Fees		8,286.18	11,911.60		\$20,197.78
4606 Car Rental Agencies			420.00	20.00	\$440.00
4700 Nonoperating Revenue					\$0.00
4701 Credit Card Processing Fee		23.13	114.59	-7.88	\$129.84
4702 Interest Earnings			1,183.80		\$1,183.80
4703 Dividends Earned			6,060.95		\$6,060.95
4704 Albany County Special Purpose Tax			69,831.22		\$69,831.22
4707 PFC Revenue			12,320.34		\$12,320.34
4709 City Funds			29,166.63		\$29,166.63
4710 County Funds			200,000.00		\$200,000.00
Total 4700 Nonoperating Revenue		23.13	318,677.53	-7.88	\$318,692.78
Total Income	\$21,450.00	\$181,627.86	\$355,928.12	\$8,401.09	\$567,407.07
GROSS PROFIT	\$21,450.00	\$181,627.86	\$355,928.12	\$8,401.09	\$567,407.07
Expenses					
7000 Personnel Costs					\$0.00
7001 Salaries & Wages - Salaried		2,884.62	20,296.91		\$23,181.53
7002 Salary & Wages - Hourly		33,847.97	11,452.29	1,919.67	\$47,219.93

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1 - August 10, 2023

	BUSINESS PARK	FBO	LARAMIE REGIONAL AIRPORT	TERMINAL	TOTAL
7003 Salaries & Wages - PTO		2,906.86	1,547.49		\$4,454.35
7004 Salaries & Wages - Overtime		2,932.48	369.62		\$3,302.10
7006 Salaries & Wages - Holidays - Salaried			1,420.92		\$1,420.92
7007 Salaries & Wages - Holidays - Hourly		2,465.42	923.04	160.00	\$3,548.46
7010 Military Leave		1,120.00			\$1,120.00
7511 Social Security		2,780.74	2,127.26	128.94	\$5,036.94
7512 Worker's Compensation		1,193.78	1,639.72	91.02	\$2,924.52
7514 Pension		13,156.69	14,252.19		\$27,408.88
7515 Insurance		14,537.22	15,290.49		\$29,827.71
7516 Medicare		650.33	497.50	30.16	\$1,177.99
Total 7000 Personnel Costs		78,476.11	69,817.43	2,329.79	\$150,623.33
7020 Contractual					\$0.00
7021 Legal Fees			11,343.20		\$11,343.20
7023 Professional & Consulting		55.00	4,031.00		\$4,086.00
7025 Dues/Memberships		40.00	1,314.99		\$1,354.99
7028 Fuel Truck Rental		3,150.00			\$3,150.00
7029 IT Services		2,378.69	3,860.53		\$6,239.22
7030 Copier		107.41	107.42		\$214.83
7033 Advertising			19,114.61		\$19,114.61
7055 Telephone	59.19	172.38	231.56	251.37	\$714.50
7056 Disposal			150.00		\$150.00
7400 ALLSOP Rent			2,250.00		\$2,250.00
7401 ALLSOP Expenses			160.60		\$160.60
7502 Liability Insurance			2,740.00		\$2,740.00
7503 Property Insurance			46,594.11		\$46,594.11
Total 7020 Contractual	59.19	5,903.48	91,898.02	251.37	\$98,112.06
7050 Utilities					\$0.00
7051 Electric		119.50	2,356.82	2,057.73	\$4,534.05
7052 Gas		156.40	3,110.14	1,018.64	\$4,285.18
7053 Water/Sewer/Trash		225.87	947.11		\$1,172.98
7054 Internet			649.60		\$649.60
Total 7050 Utilities		501.77	7,063.67	3,076.37	\$10,641.81
7200 Materials & Supplies			73.61		\$73.61
7202 Ammenities		499.49	39.82		\$539.31
7203 Aviation Gas Resale		14,828.44			\$14,828.44
7204 Employee Appreciation		14.17			\$14.17
7205 Food & Drink Resale				309.87	\$309.87
7206 Fuel Farm Supplies		256.26			\$256.26
7208 Software Licenses		20.00	529.00		\$549.00
7209 Janitorial Supplies		470.91		390.63	\$861.54
7210 Jet Fuel Resale		105,671.99			\$105,671.99
7213 Merchandise Resale		71.15			\$71.15
7214 Office Supplies		40.15	88.43	50.12	\$178.70
7217 Supplies			44.95		\$44.95
7219 Unleaded Gas/Diesel			1,489.32		\$1,489.32

Laramie Regional Airport -KLAR

Profit and Loss by Class

July 1 - August 10, 2023

	BUSINESS PARK	FBO	LARAMIE REGIONAL AIRPORT	TERMINAL	TOTAL
7220 Wildlife Mitigation			116.14		\$116.14
Total 7200 Materials & Supplies		121,872.56	2,381.27	750.62	\$125,004.45
7230 Repair & Maintenance					\$0.00
7231 Building Repairs		112.91	630.00	3,933.01	\$4,675.92
7232 Communications Equipment & Repair		115.00	345.00		\$460.00
7235 Vehicle & Equipment Repairs			247.49		\$247.49
7235-12 Massey			726.00		\$726.00
7235-19 Jet 2		31.66			\$31.66
7235-25 De-Ice Spreader			33.96		\$33.96
7235-4 Chevy S-10			16.70		\$16.70
Total 7235 Vehicle & Equipment Repairs		31.66	1,024.15		\$1,055.81
Total 7230 Repair & Maintenance		259.57	1,999.15	3,933.01	\$6,191.73
7450 Fees					\$0.00
7451 Av Trip Fees		156.91			\$156.91
7453 Credit Card Fees		391.35	8.85		\$400.20
7454 Payroll Fees		242.98	646.12		\$889.10
7455 Fiduciary Fees			616.65		\$616.65
7456 QuickBooks Payment Fees			31.26		\$31.26
Total 7450 Fees		791.24	1,302.88		\$2,094.12
9000 FY23 Expenses			400.08		\$400.08
Total Expenses	\$59.19	\$207,804.73	\$174,862.50	\$10,341.16	\$393,067.58
NET OPERATING INCOME	\$21,390.81	\$ -26,176.87	\$181,065.62	\$ -1,940.07	\$174,339.49
NET INCOME	\$21,390.81	\$ -26,176.87	\$181,065.62	\$ -1,940.07	\$174,339.49

Laramie Regional Airport -KLAR

A/R Aging Summary

As of August 10, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Aaron Maddox	542.90					\$542.90
Blue Sky Technologies	1,231.32					\$1,231.32
City of Laramie Parks	65.00	130.00				\$195.00
DBT Transportation Services	231.06	694.82				\$925.88
Frontier Airlines				550.00		\$550.00
Key Lime Air		3,150.00				\$3,150.00
TOTAL	\$2,070.28	\$3,974.82	\$550.00	\$0.00	\$0.00	\$6,595.10

**LARAMIE REGIONAL AIRPORT
RECONCILIATION REPORT**

Month: July 2023

Account Balances as of Reconciliation:

FIB Checking Account: \$0

ANB Savings: \$669,180.62

ANB Operating: \$291,965.14

ANB Debit Terrell: \$1,441.42

ANB Debit Wick: \$572.36

ANB Debit Jenkins: \$498.07

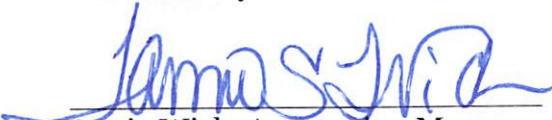
ANB Debit Fasnacht: \$462.98

ANB PFC: \$208,141.55

WY Bank & Trust Project: \$0

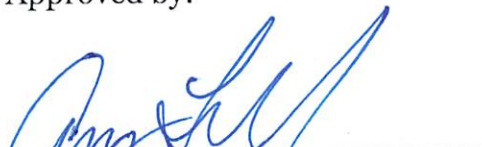
WY Bank & Trust Escrow: \$1,490,157.80

Submitted by:


Tamie Wick, Accounting Manager

8/3/2023
Date

Approved by:


Amy Terrell, Manager

8/10/23
Date

Laramie Regional Airport -KLAR
1110-3 ANB - Savings 3195, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	797,002.65
Checks and payments cleared (1).....	-128,969.52
Deposits and other credits cleared (1).....	1,147.49
Statement ending balance.....	<u>669,180.62</u>
Register balance as of 07/31/2023.....	669,180.62

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/26/2023	Transfer			-128,969.52
Total				-128,969.52

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/31/2023	Deposit			1,147.49
Total				1,147.49

Laramie Regional Airport -KLAR

1110-1 ANB - Checking 3189, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	129,100.27
Checks and payments cleared (58)	-216,573.08
Deposits and other credits cleared (37)	379,437.95
Statement ending balance	291,965.14
Uncleared transactions as of 07/31/2023	-50,994.72
Register balance as of 07/31/2023	240,970.42
Cleared transactions after 07/31/2023	0.00
Uncleared transactions after 07/31/2023	-17,060.23
Register balance as of 08/03/2023	223,910.19

Details

Checks and payments cleared (58)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/17/2023	Expense	10212	Aramiz Ramirez	-44.25
06/01/2023	Expense	10280	Jeannie Jenkins	-18.94
06/14/2023	Expense	10256	Advance Graphics	-142.50
06/20/2023	Expense	10269	Laramie Garage Doors LLC	-382.50
06/22/2023	Expense	10281	Cody Segal	-84.50
06/27/2023	Expense	10274	City of Laramie - Water Fund	-1,676.52
06/27/2023	Expense	10276	Rocky Mountain Air Solutions	-32.12
06/28/2023	Expense	10278	ClingerHagerman, LLC	-33,345.00
06/29/2023	Expense	10282	Rocky Mountain Shirtworks	-346.00
06/30/2023	Expense	01593585	Bamboo HR	-226.00
06/30/2023	Expense	10279	Alsco	-118.06
07/06/2023	Bill Payment	ACH	CenturyLink	-251.75
07/06/2023	Bill Payment	ACH	CenturyLink	-118.62
07/06/2023	Bill Payment	ACH	AVFuel Corporation	-14,828.44
07/06/2023	Bill Payment	ACH	Rocky Mountain Power	-4,118.87
07/06/2023	Bill Payment	ACH	Wyoming Retirement System	-8,737.11
07/06/2023	Bill Payment	10293	Laramie Investment Co., Inc.	-743.00
07/06/2023	Bill Payment	10292	Laramie Connections Center	-850.00
07/06/2023	Bill Payment	10291	Absolute Solutions	-230.00
07/06/2023	Bill Payment	10290	Visionary Communications	-324.80
07/06/2023	Bill Payment	10288	Dootley Oil, Inc.	-1,489.32
07/06/2023	Bill Payment	10287	Wyoming Local Government Lia...	-1,997.00
07/06/2023	Bill Payment	10286	NAPA Auto Parts of Laramie	-48.99
07/06/2023	Bill Payment	10285	Lazy A Land Company, LLC	-443.58
07/06/2023	Bill Payment	10284	Albany County Clerk	-13,782.51
07/06/2023	Bill Payment	10283	SSG	-455.20
07/06/2023	Expense	0001238455811	Intuit	-100.00
07/06/2023	Expense		Wyoming Dept. of Revenue	-400.08
07/06/2023	Bill Payment	10294	Laramie Investment Co., Inc.	-1,156.00
07/06/2023	Bill Payment		SSG	-27,623.57
07/10/2023	Bill Payment	10295	Ron's Equipment Company	-726.00
07/10/2023	Bill Payment	10296	Pence and MacMillan	-3,236.50
07/10/2023	Bill Payment	10297	Sidney Horton	-1,246.80
07/10/2023	Bill Payment	10298	ICC	-2,981.63
07/10/2023	Bill Payment	10299	Wolf Creek Radio Broadcasting,...	-1,000.00
07/10/2023	Bill Payment	10300	Grand Ave Urgent Care	-35.00
07/10/2023	Bill Payment		SSG	-326.60
07/17/2023	Bill Payment	ACH	AVFuel Corporation	-22,127.04
07/17/2023	Bill Payment	ACH	Black Hills Energy	-1,073.80
07/21/2023	Expense		Intuit	-100.00
07/21/2023	Expense		QuickBooks Payments	-7.71
07/21/2023	Transfer			-500.00
07/24/2023	Bill Payment	ACH	SSG	-28,804.56

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/24/2023	Bill Payment	10305	Ace Hardware	-151.89
07/24/2023	Bill Payment	ACH	AVFuel Corporation	-3,170.00
07/24/2023	Bill Payment	10315	Capital Business Systems	-214.83
07/24/2023	Bill Payment	10314	Johnson Controls	-3,448.50
07/24/2023	Bill Payment	10313	Honeywagon Sanitation Pumping	-150.00
07/24/2023	Bill Payment	10308	Tri State Oil Reclaimers	-45.00
07/24/2023	Bill Payment	10309	APG West Payment Processing	-16.33
07/24/2023	Bill Payment	ACH	Wyoming Workers Compensation	-2,924.52
07/24/2023	Bill Payment	10310	Rocky Mountain Air Solutions	-47.62
07/24/2023	Bill Payment	10311	Terminix of Wyoming	-90.00
07/27/2023	Expense		Parlevel Systems	-84.80
07/27/2023	Bill Payment	10319	City of Laramie - Water Fund	-1,172.98
07/27/2023	Bill Payment	ACH	AVFuel Corporation	-26,507.83
07/30/2023	Expense		QuickBooks Payments	-17.91
07/31/2023	Bill Payment	ACH	Lazy A Land Company, LLC	-2,250.00
Total				-216,573.08

Deposits and other credits cleared (37)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/01/2023	Deposit		Alan Vazquezteill	200.00
07/03/2023	Deposit			7,917.88
07/03/2023	Deposit		SkyWest	1,855.56
07/03/2023	Deposit		AVFUEL	6,913.49
07/03/2023	Deposit		TSA-GSA	3,426.65
07/05/2023	Deposit		AVFUEL	22,075.31
07/05/2023	Sales Receipt	LT 070523	LeTechnol	43.49
07/06/2023	Deposit			2,503.22
07/10/2023	Deposit			1,828.68
07/10/2023	Deposit		LeTechnol	32.32
07/11/2023	Deposit			5,000.07
07/11/2023	Deposit		AVFUEL	17,085.48
07/13/2023	Deposit			11,560.68
07/13/2023	Deposit			16,715.81
07/13/2023	Deposit		AVFUEL	4,300.07
07/17/2023	Deposit		Wyoming Department of Transp...	878.32
07/17/2023	Deposit		AVFUEL	1,076.52
07/17/2023	Deposit		LeTechnol	33.74
07/18/2023	Deposit		AVFUEL	14,109.42
07/19/2023	Deposit		SkyWest	1,332.00
07/19/2023	Deposit			3,320.85
07/20/2023	Deposit			10,816.30
07/20/2023	Deposit		AVFUEL	3,414.20
07/20/2023	Deposit		AVFUEL	1,898.48
07/20/2023	Deposit		Cash Sale	269.50
07/21/2023	Deposit		Frank Watson	257.38
07/24/2023	Deposit		AVFUEL	2,611.02
07/24/2023	Deposit		Cash Sale	26.65
07/25/2023	Deposit			3,520.00
07/25/2023	Deposit			16,649.92
07/27/2023	Deposit		AVFUEL	7,686.59
07/27/2023	Deposit		Key Lime Air	6,450.00
07/27/2023	Deposit		AVFUEL	2,958.92
07/28/2023	Deposit		Albany County Treasurer	200,000.00
07/30/2023	Deposit		Jay Lippincott	608.85
07/31/2023	Deposit			18.76
07/31/2023	Sales Receipt	LT 080223	LeTechnol	41.82
Total				379,437.95

Additional Information

Uncleared checks and payments as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2023	Expense	10233	Kyle Strobele	-80.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/14/2023	Expense	10254	WYDOT - MVS	-5.00
06/27/2023	Expense	10275	Laramie Volleyball Booster Club	-150.00
07/06/2023	Bill Payment	10289	Professional Sports Publications	-990.00
07/18/2023	Bill Payment	10301	Albany County Clerk	-12.00
07/18/2023	Bill Payment	10302	WYDOT - MVS	-5.00
07/24/2023	Bill Payment	10307	NAPA Auto Parts of Laramie	-90.96
07/24/2023	Bill Payment	10312	Wyoming Airports Coalition	-1,000.00
07/24/2023	Bill Payment	10303	Flying	-40.00
07/24/2023	Bill Payment	10304	Rapid Fire Protection, Inc	-540.00
07/24/2023	Bill Payment	10306	O'Reilly Automotive Stores, Inc.	-24.62
07/27/2023	Bill Payment	10317	O'Reilly Automotive Stores, Inc.	-16.70
07/27/2023	Bill Payment	10316	ICC	-292.50
07/27/2023	Bill Payment	10318	True Value of Laramie	-101.27
07/28/2023	Expense	01627877	Bamboo HR	-229.00
07/31/2023	Bill Payment	ACH	Black Hills Energy	-480.66
07/31/2023	Bill Payment	ACH	Black Hills Energy	-362.00
07/31/2023	Bill Payment	ACH	Black Hills Energy	-156.40
07/31/2023	Bill Payment	ACH	Black Hills Energy	-276.00
07/31/2023	Bill Payment	ACH	Black Hills Energy	-160.60
07/31/2023	Bill Payment	ACH	Black Hills Energy	-881.00
07/31/2023	Bill Payment	ACH	Black Hills Energy	-36.74
07/31/2023	Bill Payment	10320	W.A.R.M. Property Insurance Pool	-46,594.11
07/31/2023	Bill Payment	ACH	Black Hills Energy	-1,018.64
Total				-53,543.20

Uncleared deposits and other credits as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/31/2023	Deposit		AVFUEL	2,548.48
Total				2,548.48

Uncleared checks and payments after 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/01/2023	Expense		QuickBooks Payments	-5.64
08/02/2023	Bill Payment	10321	Grand Ave Urgent Care	-20.00
08/02/2023	Bill Payment	ACH	SSG	-27,157.09
08/02/2023	Bill Payment	ACH	AVFuel Corporation	-26,863.99
08/02/2023	Bill Payment	10323	Sherwin-Williams	-271.72
08/02/2023	Bill Payment	10322	Visionary Communications	-324.80
08/02/2023	Bill Payment	10324	O'Reilly Automotive Stores, Inc.	-23.97
Total				-54,667.21

Uncleared deposits and other credits after 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/01/2023	Deposit		AVFUEL	3,007.22
08/01/2023	Deposit			3,574.44
08/01/2023	Deposit		Jack Ullrich	186.00
08/01/2023	Deposit			850.00
08/01/2023	Deposit		AVFUEL	21,267.02
08/01/2023	Deposit			3,426.65
08/02/2023	Sales Receipt	AVF Batch 2022	AVFUEL	5,284.75
08/02/2023	Deposit		Cash Sale	10.90
Total				37,606.98

Laramie Regional Airport -KLAR

1110-5 ANB - Terrell 3227, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	2,607.80
Checks and payments cleared (15).....	-1,166.38
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>1,441.42</u>
Register balance as of 07/31/2023.....	1,441.42

Details

Checks and payments cleared (15)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/03/2023	Expense	9361033	Amazon	-149.95
07/03/2023	Expense	4613807	Amazon	-119.31
07/03/2023	Expense	85900665	Amazon	-37.99
07/05/2023	Expense	08301	Walmart	-155.67
07/05/2023	Expense	4933004	Amazon	-26.93
07/05/2023	Expense	1040249	Amazon	-9.99
07/11/2023	Expense		Amazon	-14.99
07/12/2023	Expense	6969852	Amazon	-39.82
07/17/2023	Expense	0906603	Amazon	-313.66
07/18/2023	Expense	5243435	Amazon	-104.82
07/18/2023	Expense	1622639	Amazon	-46.45
07/19/2023	Expense	1290270	Domino's Pizza	-22.15
07/20/2023	Expense	3076207		-61.85
07/21/2023	Expense		Amazon	-36.81
07/21/2023	Expense	2953000	Amazon	-25.99
Total				<u>-1,166.38</u>

Laramie Regional Airport -KLAR
 1110-4 ANB- Wick 3213, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance.....	627.83
Checks and payments cleared (6).....	-555.47
Deposits and other credits cleared (1).....	500.00
Statement ending balance.....	<u>572.36</u>
Register balance as of 07/31/2023.....	572.36
Cleared transactions after 07/31/2023.....	0.00
Uncleared transactions after 07/31/2023.....	-14.17
Register balance as of 08/03/2023.....	<u>558.19</u>

Details

Checks and payments cleared (6)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/01/2023	Expense	8679468	Amazon	-29.99
07/05/2023	Expense	June 23	8 x 8	-172.38
07/05/2023	Expense	1630273	AirNav	-300.00
07/12/2023	Expense	31210554	Amazon	-5.94
07/12/2023	Expense	0584220	Amazon	-15.18
07/24/2023	Expense	2408200	Amazon	-31.98
Total				-555.47

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/21/2023	Transfer			500.00
Total				500.00

Additional Information

Uncleared checks and payments after 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/01/2023	Expense	1653	Ridley's	-14.17
Total				-14.17

Laramie Regional Airport -KLAR
1110-7 ANB-Jenkins 3215, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance.....	583.22
Checks and payments cleared (2).....	-85.15
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>498.07</u>
Uncleared transactions as of 07/31/2023.....	-53.88
Register balance as of 07/31/2023.....	<u>444.19</u>

Details

Checks and payments cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/01/2023	Expense	6221844		-60.42
07/27/2023	Expense	00085	Walmart	-24.73
Total				-85.15

Additional Information

Uncleared checks and payments as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/25/2023	Expense	1922665	Amazon	-53.88
Total				-53.88

Laramie Regional Airport -KLAR
 1110-6 ANB-Fasnacht 3221, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	462.98
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	462.98
Uncleared transactions as of 07/31/2023.....	-52.49
Register balance as of 07/31/2023.....	410.49

Additional Information

Uncleared checks and payments as of 07/31/2023

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/24/2023	Expense	6445067		-52.49
Total				-52.49

Laramie Regional Airport -KLAR
 1110-2 ANB - PFC 3193, Period Ending 07/31/2023

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	72,984.05
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (3).....	<u>135,157.50</u>
Statement ending balance.....	<u>208,141.55</u>
Register balance as of 07/31/2023.....	208,141.55

Details

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/03/2023	Deposit		Airlines Clearing House	6,170.43
07/26/2023	Transfer			128,969.52
07/31/2023	Deposit			17.55
Total				135,157.50

Laramie Regional Airport -KLAR

1111-1 Wyoming Bank & Trust - Escrow 7503, Period Ending 07/31/2023

RECONCILIATION CHANGE REPORT

Since this reconciliation on 08/03/2023, changes were made to the reconciled transactions in this report.

DATE	TYPE	REF NO.	PAYEE	ORIGINAL AMT (USD)	CURRENT AMT (USD)	CHANGE	AMOUNT CHANGE (USD)
07/10/2023	Expense			616.65	0.00	Deleted	616.65
Total							616.65

RECONCILIATION REPORT

Reconciled on: 08/03/2023

Reconciled by: Tamie Wick

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	1,414,882.28
Checks and payments cleared (1).....	-616.65
Deposits and other credits cleared (2).....	75,892.17
Statement ending balance.....	<u>1,490,157.80</u>

Register balance as of 07/31/2023..... 1,490,157.80

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/10/2023	Expense			-616.65
Total				-616.65

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/05/2023	Deposit			6,060.95
07/10/2023	Deposit			69,831.22
Total				75,892.17

GRANTS

GRANT MATCH MONEY CURRENTLY IN MONEY MARKET SAVINGS ACCOUNT AT ANB

As of 2/10/2023

<u>Grant Number</u>	<u>Grant Name</u>	<u>Local Match</u>
ALA006A	Seal Coat & Pavement	\$ 3,492.02
ALA011A	Expand ARFF	\$ 43,008.00
ALA012A	Aquire ARFF Truck	\$ 19,580.00
ALA015	Reconstruct Comm Apron	\$ 146,632.00
ALA016A	Seal Coat and Mark Pavement	\$ 88,000.00
ALA022X	Aquire Delce Spreader	\$ 22,000.00
ALA023	Replace Runway & Taxiway Edge Lights	\$ 33,369.00
ALA024	Rehab Taxiway A	\$ 94,737.00
ALA025A	Acquire Plow	\$ 18,421.00
ALA028	Reconstruct Commercial Apron Phase 4	\$ 5,264.00
PFC	Jviation management PFC	\$ 3,876.00
TOTAL MATCH		\$ 478,379.02

BID BOND ALA022X Eagle Myslik \$30,200.00

Savings Balance	\$	665,145.62
Match money	\$	478,379.02
Bid Bond	\$	30,200.00
Airport savings	\$	<u>156,566.60</u>

Revised: 8/10/23

GRANT SUMMARY

Grant Number	Grant Name	Federal Award	State Match	Local Match	Total Expenditures	Remaining Fed	Remaining State	Remaining Local
ALA003A	Master Plan	\$794,012.00	\$0.00	\$0.00	\$273,987.40	\$520,024.60	\$0.00	\$0.00
ALA006A	Seal Coat & Mark Pavement	\$0.00	\$510,750.00	\$56,750.00	\$532,579.80	\$0.00	\$31,421.18	\$3,492.02
ALA011A(2022)	Expand ARFF	\$242,880.00	\$7,670.00	\$5,113.00	\$0.00	\$242,880.00	\$7,670.00	\$5,113.00
ALA011(2023)	Expand ARFF	\$1,800,000.00	\$56,842.11	\$37,894.74	\$0.00	\$1,800,000.00	\$56,842.11	\$37,894.74
ALA012A	ARFF Truck	\$930,000.00	\$29,369.05	\$19,579.37	\$0.00	\$930,000.00	\$29,369.05	\$19,579.37
ALA014A	Reconfigure Taxiway C	\$301,830.00	\$0.00	\$0.00	\$254,975.93	\$46,854.07	\$0.00	\$0.00
ALA015A	Commercial Apron 2022	\$0.00	\$40,000.00	\$10,000.00	\$0.00	\$0.00	\$40,000.00	\$10,000.00
ALA015B	Commercial Apron 2024	\$6,490,000.00	\$204,947.37	\$136,631.58	\$0.00	\$6,490,000.00	\$204,947.37	\$136,631.58
ALA016A	Seal Coat & Mark Pavement	\$0.00	\$800,000.00	\$88,000.00	\$0.00	\$0.00	\$800,000.00	\$88,800.00
ALA022X	Delce Truck and Spreader	\$0.00	\$88,000.00	\$22,000.00	\$0.00	\$0.00	\$88,000.00	\$22,000.00
ALA023A	Replace Runway and Taxiway Lights	\$1,585,000.00	\$50,052.63	\$33,368.42	\$0.00	\$1,585,000.00	\$50,052.63	\$33,368.42
ALA024	Rehab Taxiway A	\$4,500,000.00	\$142,105.00	\$94,737.00	\$0.00	\$4,500,000.00	\$142,105.00	\$94,737.00
ALA025A	Acquire Snow Blower	\$875,000.00	\$27,631.58	\$18,421.05	\$0.00	\$875,000.00	\$27,631.58	\$18,421.05
ALA028	Reconstruct Commercial Apron Phase 4	\$250,000.00	\$7,894.74	\$5,263.16	\$0.00	\$250,000.00	\$7,894.74	\$5,263.16
ALA030X	2023 Marketing Grant	\$0.00	\$50,000.00	\$50,000.00	\$18,932.00	\$0.00	\$40,534.00	\$40,534.00

CLOSED GRANTS

Grant Number	Grant Name	Federal Award	State Match	Local Match	Total Expenditures	Remaining Fed	Remaining State	Remaining Local
ALA002A	Acquire Snow Plow	\$0.00	\$643,878.00	\$71,542.00	\$713,233.09	\$0.00	\$1,968.21	\$218.70
ALA005A	Acquire Front End Loader	\$0.00	\$522,000.00	\$58,000.00	\$472,577.50	\$0.00	\$96,680.24	\$10,742.26
ALA010X	Acquire Marking Equipment	\$0.00	\$27,000.00	\$3,000.00	\$26,858.18	\$26,858.18	\$2,828.00	\$313.82
ALA013A	CARES	\$1,070,721.00	\$0.00	\$0.00	\$1,070,721.00	\$0.00	\$0.00	\$0.00
ALA017A	CRRSA	\$1,006,480.00	\$0.00	\$0.00	\$1,006,480.00	\$0.00	\$0.00	\$0.00
ALA019A	ARPA Operations	\$1,093,620.00	\$0.00	\$0.00	\$1,093,620.00	\$0.00	\$0.00	\$0.00
ALA026X	2022 Marketing Grant	\$0.00	\$50,000.00	\$50,000.00	\$85,000.00	\$0.00	\$0.00	\$7,500.00
ALAR27A	Terminal Expansion	\$0.00	\$66,000.00	\$44,000.00	\$109,917.00	\$0.00	\$49.92	\$33.21
ALAR27B	Terminal Expansion	\$311,826.00	\$12,473.00	\$8,315.00	\$288,826.77	\$41,051.00	\$1,642.00	\$1,094.33
ALAR27C	Terminal Expansion	\$0.00	\$270,000.00	\$180,000.00	\$450.00	\$0.00	\$0.00	\$0.00
AALAR27D	Terminal Expansion	\$2,000,036.00	\$63,159.00	\$42,106.00	\$2,105,258.54	\$41.00	\$2.00	-\$0.54
ALAR27E	Terminal Expansion	\$0.00	\$2,500,000.00	\$1,666,667.00	\$4,166,418.46	\$0.00	\$149.00	\$99.54
ALAR27G	Terminal Expansion	\$0.00	\$500,000.00	\$333,333.00	\$8,333,333.00	\$0.00	\$0.00	\$0.00

ARFF TRUCK



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 7, 2023

The Honorable Paul Weaver
Mayor, City of Laramie
406 Ivinson Avenue
Laramie, WY 82070

Mr. Peter Gosar
Chairman, Albany County Board of Commissioners
525 East Grand Avenue
Laramie, WY 82070

Ms. Malea Brown
Chair, Laramie Regional Airport Board
555 General Brees Road
Laramie, WY 82070

Dear Mayor Weaver, Commissioner Gosar and Commissioner Brown:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0017-048-2023 at Laramie Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.

5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 5, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

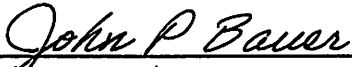
Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Luis Duarte, (303) 342-1258, Luis.C.Duarte@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



John P Bauer (Aug 7, 2023 07:14 MDT)

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 7, 2023	
Airport/Planning Area	Laramie Regional Airport	
FY2023 AIP Grant Number	3-56-0017-048-2023	[Contract No. DOT-FA23NM-1066]
Unique Entity Identifier	EJ3N38Z951	

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 30, 2023 and amended on August 2, 2023, for a grant of Federal funds for a project at or associated with the Laramie Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Laramie Regional Airport (herein called the "Project") consisting of the following:

Acquire Aircraft Rescue and Fire Fighting Vehicle

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated

Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$927,963.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$ 0 for planning;
 \$ 927,963 airport development or noise program implementation; and,
 \$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 5, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 16, 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor**. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
 27. **Prohibited Telecommunications and Video Surveillance Services and Equipment**. The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
 28. **Critical Infrastructure Security and Resilience**. The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS


29. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
- a. House and maintain the equipment in a state of operational readiness on and for the airport;
 - b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - c. Restrict the vehicle to on-airport use only;
 - d. Restrict the vehicle to the use for which it was intended; and
 - e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
31. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
32. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



John P Bauer (Aug 7, 2023 07:14 MDT)
(Signature)

John P Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

LARAMIE REGIONAL AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR’S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

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Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CITY OF LARAMIE, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

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

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

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated _____

COUNTY OF ALBANY, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR’S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Laramie, Wyoming, County of Albany, Wyoming and Laramie Regional Airport Board,** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 30, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

DBT Lease

**LEASE AGREEMENT BETWEEN LARAMIE REGIONAL AIRPORT AND DBT
TRANSPORTATION SERVICES LLC**

This Lease Agreement (“Lease”) is made and signed this 2 day of August , 2023 (“Effective Date”) by and between the Laramie Regional Airport (“Landlord”) and DBT Transportation Services LLC (“Tenant”).

1. Term. This agreement shall commence on August 15 , 2023, and remain in effect for one year, expiring on August 14 , 2024. Tenant may extend the term of this Lease by two (2) 1-year extensions as set forth in the *Option to Extend* below. Tenant shall give Landlord written notice of its intent to extend the lease term no less than sixty (60) days in advance of the expiration of the effective lease term.

a. Option to Extend. Provided Tenant is not otherwise in default under this Lease at the time of exercising the option herein or at the time of the commencement of the extension period, Tenant shall have the option to extend the term of this Lease for two (2) additional consecutive periods of one (1) year each (each an “Option Term”), the first Option Term shall commence on August 15 , 2024 and shall end on August 14 , 2025; the second Option Term shall commence on August 15 , 2025 and shall end on August 14 , 2026. All of the terms, covenants, and provisions of this Lease shall apply to such Options Terms, except that the rent for the first Option Term and second Option Term shall be as provided in Section 4 herein.

b. Any holding over after the term of this Lease, with the consent of the Landlord, shall be considered to be a tenancy from month to month at the same monthly rent as required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease and shall be otherwise on the terms and conditions specified in the Lease.

2. Grant of Leasehold. Landlord hereby grants a leasehold interest to Tenant and Tenant hereby agrees to accept the grant of the leasehold interest and hereby agrees to pay rent and to perform the other obligations specified in this Lease. Tenant is leasing only a portion of the Leased Premises as further described herein. Thus, Tenant shall have the non-exclusive right to use and occupy the Leased Premises. Further, when Tenant is not occupying the Leased Premises, Landlord may lease the premises on a daily basis to third parties.

Landlord shall issue a key to Tenant to access the Leased Premises. Tenant shall return the key to Landlord upon termination of the Lease Term. In the event Tenant loses the key or does not return the key to Landlord upon termination of this Lease, Tenant shall be responsible for the costs associated with making a duplicate key, re-keying the locks to the Leased Premises, and any other costs or expenses associated with the loss or failure to return the key to the Leased Premises. Tenant shall not make copies of any key(s) issued by Landlord.

3. Premises. The premises leased shall be a portion of the Hangar facilities located at Laramie Regional Airport, designated as the North Heated Hangar hereinafter (“Leased Premises”). The Leased Premises shall be approximately 1,184 square feet generally consisting of a portion of an open heated bay in the North Heated Hangar. At times, and at Landlord’s sole discretion, Tenant’s aircraft will be stored in other hangars owned or leased by the Landlord based upon operational

needs of the Landlord at no additional cost to Tenant.

4. **Rent.** The rent to be paid by Tenant to Landlord is described as follows:

Term	Annual	Monthly
04/01/2023-03/31/2024	\$10,064.00	\$838.66
First Option		
04/01/2024- 03/31/2025	\$11,248.00	\$937.33
Second Option		
04/01/2025-03/31/2026	\$12,432.00	\$1,036.00

The rent shall be due and payable without the necessity of any notice being given by Landlord to Tenant, and if any monthly payment of rent is late by more than five (5) days, Landlord shall be entitled to exercise the remedies provided for in paragraph 26 or, if Landlord chooses to accept a late rent payment, it shall be entitled to charge an additional Twenty-Five Dollars (\$25.00) for each day the rent is past due beginning the 6th day after the installment was due.

5. **Surrender of Leased Premises.**

a. Upon expiration of the lease term, Tenant shall peacefully surrender the Leased Premises in a generally good and serviceable condition, reasonable wear and tear excepted, and shall remove all of its personal property, furnishings, machinery, trade fixtures, equipment, and inventory, if any, from the Leased Premises. The Leased Premises shall be surrendered to Landlord in a condition that is consistent with the obligations outlined in Paragraph 12.

b. **Other Personal Property.** Any personal property left on the Leased Premises after thirty (30) days of the expiration of the lease term, at the option of Landlord, becomes the exclusive property of Landlord without liability for payment.

6. **Assignment.** Tenant shall have no right to assign or sublet its rights under this Lease.

7. **Authorized Use; Storage.**

a. **For Aeronautical Purposes Only.** The Leased Premises shall be reserved only for aeronautical purposes. The aeronautical use for the Lease Premises is limited to storage of Tenant's Cessna 310.

b. **Permitted Use.** The Leased Premises shall be for aeronautical purposes only as described in paragraph 7.a. Tenant agrees that no commercial aviation activities will be conducted on Laramie Regional Airport premises without express approval of the Laramie Regional Airport Board. This includes, but is not limited to aircraft rental, charter, leasing flight instruction, aerial survey/photography work etc.

c. *Outside Storage of All Items.* Tenant shall not store or park any items of personal property whatsoever outside the Leased Premises without first obtaining the written consent of Landlord. Tenant may not park or place any items outside of the Leased Premises on the secured side of the hangar. Tenant shall not park or leave aircraft on the taxiways or the Leased Premises in a manner that interferes with or obstructs access to adjacent hangars or the runway.

d. *No Hazardous Activities.* Tenant shall have no right to conduct any hazardous activity. Tenant agrees to conduct its activities on the Leased Premises so as to comply with all statutes, ordinances, or other governmental regulations. Landlord has made no representations concerning the ability or right of Tenant to use the Leased Premises under any statute, ordinance or other governmental regulation including the zoning and building ordinances and regulations of the City of Laramie and/or Albany County. Tenant shall comply with all rules and regulations concerning environmental laws and hazardous waste and agrees to indemnify and hold Landlord harmless from all claims for liability, including attorney's fees, premised on Tenant's failure to comply with such laws, rules and regulations. All activities conducted on the Leased Premises, or any other activities conducted by Tenant on or about the Airport, shall conform with acceptable safety standards. Applicable FAA standards shall be used as guidelines.

8. *Authorized Users and Security.*

a. *Security.* Each Tenant and authorized user shall be issued a security badge to access limited areas and gates at LRA and/or other security requirements. A security badge will be issued only after a security threat assessment is conducted on the Tenant and each authorized user. The determination that a Tenant is not a security threat is a pre-condition to any Lease Agreement. Tenants determined to be a threat to the security of LRA shall not be granted a security badge if a Lease Agreement exists, such Lease Agreement may be terminated immediately. The individuals set forth in Attachment A represent a current list of all persons for whom Tenant may request a security badge, and who are authorized to be on the Leased Premises under this Lease Agreement. Tenant agrees that Tenant shall promptly notify the Landlord in writing of any changes to those individuals it has authorized to enter the Leased Premises.

In the event the badging system is not in place as of the date this Lease is executed, Landlord will issue three keys to the Leased Premises. Keys to access the Leased Premises may be shared amongst authorized users so long as those individuals are identified and screened as described in this paragraph 8. When the badging system is implemented, the keys must be returned to Landlord. Tenant shall be responsible for the cost of any lost keys.

b. *Unauthorized Individuals.* Under no circumstances shall Tenant loan his/her badge to another individual. Should a Tenant loan his/her badge to another individual this Lease Agreement may be terminated by Landlord at Landlord's sole discretion. If your badge is lost or stolen, you must report this to the Landlord immediately at 307-742-4164. After hours contact the Manager at 303-725-5737.

c. Authorized or Unauthorized Access to Leased Premises. Tenant shall be solely responsible for any bodily injury or personal property damage caused to either the Leased Premises or Tenant's personal property caused by individuals Tenant allows to access the Leased Premises, whether authorized or unauthorized.

d. Changing Security Requirements. Tenant acknowledges that security requirements may change as the Homeland Security Threat Advisory Levels change, and if required, Tenant may need to adjust activities and/or operations to reflect the current security requirements.

9. Real Estate Taxes. Landlord agrees to pay all of the special assessments and the general ad valorem real estate taxes on the Leased Premises, if any. Tenant shall pay all personal property taxes during the term of this Lease.

10. Liability Insurance. Tenant shall at its own expense, maintain and keep in force during the term of the lease, adequate aircraft insurance to protect both the Lessor and Lessee against comprehensive public liability and property damage, in no less than the following amounts: bodily injury and property damage liability limits of not less than \$1,000,000.00 combined single limits. The requirement for insurance coverage will not relieve Tenant of their obligations under this agreement.

11. Additional requirements regarding Liability Insurance Policies. As to all policies of insurance issued in compliance with paragraph 10 above: (a) Landlord shall be listed as an additional insured, (b) the policies shall require 30 days notification to the Landlord in the event of intended cancellation by the insured, (c) if requested by Landlord, Tenant shall provide evidence of payment of premiums and (d) Tenant shall provide Landlord with a true copy of all such policies.

12. Repair and Maintenance of Leased Premises. Tenant has inspected and accepts the Leased Premises in its present condition and acknowledges that the Leased Premises, including any buildings, structures, improvements, and additions to be tenantable and in good condition. Tenant hereby acknowledges that neither the Laramie Regional Airport Board, nor anyone for or on behalf of the Board, has made any representation, warranty or promise to Tenant concerning the physical aspects or condition of any portion or part of the Leased Premises, AND THAT TENANT IS LEASING THE LEASED PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Tenant does hereby waive, and the Laramie Regional Airport Board does hereby disclaim all warranties of any type or kind, including, without limitation, those of fitness for particular purpose, tenantability, habitability, and use.

Landlord will maintain the structural components of the North Heater Hangar on the Leased Premises including doors and door mechanisms.

Tenant shall not commit or suffer waste, impairment or deterioration of the Leased Premises or any part thereof, reasonable wear and tear accepted. Tenant shall keep the Leased Premises free of trash and debris. Tenant acknowledges and accepts that snow removal from LRA will occur pursuant to and with the identified priorities in LRA's Snow and Ice Control Plan, and otherwise comply with the requirements of any governmental authority.

13. Alterations. Tenant shall have no right to make improvements or alterations to the Leased Premises or to construct any buildings, structures, improvements, and additions, or make any alterations thereto, or to any other part of the Leased Premises without the consent of Landlord. Proposed alterations and/or construction shall comply with all statute, ordinance or other governmental regulation including the zoning and building codes of the City of Laramie and/or Albany County, as applicable. Landlord may condition its consent on Tenant furnishing a bond, under terms and conditions that are satisfactory to Landlord, protecting against mechanic's lien claims. The approval of any single improvement or alteration project shall not constitute Landlord's approval of any subsequent project.

14. Signs. Tenant shall not erect, paint, or maintain any signs on the Leased Premises without securing the prior written consent of the Landlord.

15. Utilities. Tenant shall be responsible for paying for water usage on the Leased Premises. Should Tenant plug in its aircraft, it shall pay to Landlord \$25.00 for each day its aircraft is plugged in. Landlord shall provide Tenant documentation of each month's water usage and associated rate. Tenant shall self-report to Landlord the number of days it plugged its aircraft in during the previous month. Tenant shall pay for its water usage and fee for plugging in its aircraft in arrears at the time it pays its monthly rent. Landlord shall be responsible for sewer, electricity, natural gas, and trash removal at the Leased Premises. When the heat is on at the Leased Premises, the hangar door shall remain closed.

16. Landlord Not Liable for Damage; Indemnification. The Tenant shall assume liability for damage to property of, or personal injury to, its directors, officers, agents, employees, invitees, and guests arising out of, or in connection with the Tenant's use of the Leased Premises and expressly waives and releases any right it might have to make any claim against Landlord by reason of damage to property of, or personal injury to its directors, officers, agents, invitees, and guests arising out of, or in connection with the Tenant's use of the Leased Premises. If any customer, employee or independent contractor of Tenant makes a claim against Landlord of the type referred to in this paragraph 16, Tenant shall be required to hold Landlord harmless from any such claim and shall indemnify Landlord from any liability which it incurs by reason of the claim; this duty of indemnity shall include the duty to defend any such claim and to pay the cost of such defense, but Landlord shall be consulted with regard to the conduct of the defense insofar as the choice of attorneys and other related matters. However, nothing in this paragraph 16 shall require Tenant to hold Landlord harmless from any claim or to indemnify Landlord from any liability which Landlord incurs by reason of Landlord's own gross misconduct or the gross misconduct of persons acting under Landlord's direction.

17. Inconvenience During Construction. Tenant recognizes that from time to time during the term of this Lease, it will be necessary for Landlord to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Laramie Regional Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Landlord agrees to give Tenant reasonable notice of anticipated interruption due to activities described herein. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Tenant and its operation at the Laramie Regional Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors, and

representatives by reason of such inconvenience or interruption and in further consideration of the premises, Tenant waives any right to claim damages or other consideration.

18. Damages to Leased Premises.

a. Within thirty (30) days following the date of any damage to or destruction of a material portion of the Leased Premises (or any other portion of the premises if such damage or destruction materially affects Tenant's access to or use and enjoyment of the Leased Premises) (hereinafter a "Leased Premises Casualty Event"), Landlord shall provide to Tenant in writing Landlord's good faith estimate of the time required by Landlord to restore the Leased Premises or access thereto. If Landlord's good faith estimate of the time required to restore exceeds ninety (90) days from the date of the casualty, then Tenant shall have the right, exercisable by written notice to Landlord within thirty (30) days after delivery of Landlord's good faith estimate, to terminate this Lease effective as of the date of the damage or destruction.

b. If a Leased Premises Casualty Event occurs, and Tenant does not exercise its right to terminate this Lease as provided above, Landlord may terminate this Lease by giving Tenant written notice of termination within ten (10) days after the expiration of Tenant's thirty (30) day period provided above (such termination notice to include a termination date providing at least ninety (90) days for Tenant to vacate the Leased Premises), if: (i) repairs to the Leased Premises and access thereto cannot reasonably be completed within ninety (90) days after the casualty without the payment of overtime or other premiums; or (ii) the nature of such repair work would make termination of this Lease necessary or convenient and Landlord also terminates the leases of all other similarly situated tenants.

c. If Tenant shall not have exercised its right to terminate this Lease as provided above, then notwithstanding the other provisions of this Section, Landlord shall diligently proceed to repair and restore the Leased Premises. During any period when the Leased Premises are rendered untenable by reason of casualty or other event, there shall be an equitable abatement of rent in an amount commensurate with the tenable space, if any.

19. Bankruptcy. If Tenant is adjudicated bankrupt, or if Tenant makes a general assignment for the benefit of its creditors, or if a receiver is appointed for the Tenant's business operated on the Leased Premises, then in any of these events, to the extent permitted by law, Landlord may declare this Lease terminated, but shall not be required to do so. In any case, to the extent permitted by law, neither the Lease nor any interest in the Leased Premises shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors.

20. Covenant of Quiet Enjoyment. Landlord hereby represents that it has the full right and power to enter into this Lease and hereby covenants that Tenant shall have quiet possession of the Leased Premises throughout the term of this Lease so long as Tenant complies with its obligation hereunder.

21. Subordination. Landlord shall have the right to encumber the Leased Premises either before or after the commencement of the Lease Term. If Landlord desires to encumber the Leased Premises, Tenant agrees to promptly execute and deliver any instrument reasonably required by Landlord, or

a lender of Landlord, to evidence the subordination of this Lease. However, Tenant shall have the right to condition its delivery of any such instrument on the receipt from any lender requiring the subordination of a written confirmation, in a form suitable for recording, which provides that, notwithstanding any contrary provision of the mortgage or deed of trust in favor of the lender, lender and any person acquiring an interest in the Leased Premises through foreclosure of the mortgage or deed of trust, will not disturb the possession, use or enjoyment of the Leased Premises by Tenant and all obligations of Tenant are fully performed in accordance with terms of this Lease.

22. *Estoppel Certificate.* At the request of either party, the other party shall certify in writing: (a) that this Lease is unmodified and in full force and effect (or, if modified stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; and, (b) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the other hereunder, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises or any prospective Tenant.

If any party fails or refuses to deliver any such written certificate within ten (10) days after receiving a written request to do so, then the failure shall constitute the equivalent of a representation by the party failing or refusing: (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in the other party's performance; and, (c) that not more than one (1) month's rent has been paid in advance.

23. *Landlord's Access.* Landlord reserves and retains for its' officers, employees and authorized representatives, the full and unrestricted right to enter the Leased Premises and will coordinate such access with Tenant. During the last three (3) months of the Lease Term or any Renewal Period, the Landlord may exhibit the Leased Premises to prospective tenants.

24. *Movement of Tenant's Aircraft.* Landlord shall move all aircraft stored in the Leased Premises. Landlord shall move Tenant's aircraft at all times and Tenant expressly grants Landlord permission to move Tenant's aircraft. Tenant shall not move its own aircraft. In the event Tenant moves his/her own aircraft, Tenant assumes all liability in moving his/her own aircraft and hereby releases Landlord from liability, and will hold Landlord harmless, for any and all damages resulting from Tenant's actions in moving his/her aircraft or others' aircraft, and further agrees to fully indemnify Landlord from and against any and all claims, loss, (including attorney's fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of Tenant's actions or inactions in moving aircraft.

25. *Change in Ownership of Tenant Entity.* If during the term of this Lease, Tenant's principal owner changes, then this Lease shall terminate at the option of Landlord unless written approval of such change in ownership is granted by Landlord. In the event of a proposed sale, the proposed buyer may request the Landlord to consider an extension of the Term of this Lease.

26. Defaults and Remedies.

a. Tenant shall be in default of this Lease if at any time after commencement of the Lease Term:

- i. Tenant defaults in the payment of any installment of rent or payment of utilities;
- ii. Tenant vacates or abandons the Leased Premises for a period of sixty (60) consecutive days;
- iii. Tenant defaults in the performance of any of its other obligations under this Lease including, but not limited to, the obligations regarding taxes, insurance, and maintenance.

b. Upon a default, Landlord shall give Tenant notice of such default and provide Tenant thirty (30) days from the date of the notice to cure such default. In the event such default continues after the thirty (30) day notice, Landlord may pursue any of its rights and remedies as further described herein.

c. Upon any such default, and after notice and opportunity to cure, Landlord shall have the right to declare the Lease terminated, and to re-enter and take complete possession of the Leased Premises, where upon this Lease, and all of the rights of Tenant, except as otherwise reserved herein, shall terminate. If this Lease is so declared terminated, Landlord shall have the right to sue for and recover all rent and other sums due Landlord under the terms hereof at the time of termination, including damages resulting from any breach on the part of Tenant.

d. If all or part of the Leased Premises are left vacant for a period of sixty (60) consecutive days or if any part of the rent or other obligations of Tenant remains unpaid or unsatisfied for a period of sixty (60) consecutive days or any other default occurs, Landlord may take possession of the Leased Premises without thereby terminating this Lease and re-rent the Leased Premises for such rent and on such conditions as are reasonable. In such case, Landlord shall give Tenant credit for all rents so collected less, however, all expense of repair and re-renting, and Tenant shall be liable for the balance for the rent and other obligations until the expiration of the term of this Lease.

e. If Landlord proceeds under either subparagraph c. or d. above, Landlord shall have the right to remove Tenant's personal property from the Leased Premises and take it to a public storage facility or other safe facility as an agent for Tenant. Tenant shall be responsible for paying the cost of any such storage, as well as the cost of transportation, and Tenant hereby waives any right it might otherwise have to make a claim against Landlord for damage to such personal property, for reimbursement for the cost of transportation and storage, or for any other damage or injury which Tenant may suffer by reason of Landlord's actions under this subparagraph.

f. If Tenant defaults with respect to any of its obligations under this Lease, and after notice and opportunity to cure, Landlord shall have the right to make any payments that are necessary to remove the cause of the default. Tenant shall be obligated to fully reimburse Landlord for any such payment together with interest at the rate of eighteen percent (18%)

per annum from the date of payment by Landlord to the date of reimbursement by Tenant.

g. In the event of default of Tenant, Landlord shall have the right to a Landlord's lien on the personal property of Tenant.

h. The above specification of rights shall not preclude any other right or remedy which Landlord or Tenant may have by law or equity.

i. No waiver by Landlord or by Tenant of any breach by the other of its obligations or covenants hereunder will be a waiver of any subsequent breach.

27. *Environmental Protection Agency (EPA), Laramie Regional Airport, and State Storm Water Management Regulations.* Tenant shall comply with all EPA, Laramie Regional Airport and applicable state statutes, rules, plans, policies, and regulations.

28. *Attorney's Fees in the Event of Litigation.* In the event of a dispute between Landlord and Tenant, which results in litigation, the prevailing party in litigation shall be awarded its cost and reasonable attorney's fees.

29. *Agreements with the United States.* This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the Laramie Regional Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal agency in the extension, expansion, or development of said airport and facilities.

30. *Airport Regulations.* In addition to all provisions of this Lease, Tenant agrees to comply with the following documents now in effect or hereafter adopted or amended: The Laramie Regional Airport Part 139 Airport Certification Manual, the Laramie Regional Airport's Rules and Regulations, all other policies, programs, or regulating documents existing on the date hereof or as adopted or amended by the Laramie Regional Airport Board in the future. Failure to comply with any of the above-described documents shall be a term of default of this Lease such that Landlord may pursue remedies as described in paragraph 26 herein.

31. *Federal Aviation Administration Lease Requirements.*

a. It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorized the granting of an exclusive right or privilege for the use of any landing area or air navigation facility the meaning of Section 308 of the Federal Aviation Act.

b. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the Leased Premises, together with the right to cause insaid air space such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating Laramie Regional Airport.

c. Tenant, by accepting this Lease, expressly agrees for itself, its successors, and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Laramie Regional Airport or otherwise constitutes a hazard. In the event the aforementioned covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant.

d. Tenant shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

e. Tenant shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, or national origin.

f. LRA reserves the right to amend this Lease agreement unilaterally in the event any term of this Lease is in violation of any federal or state law, regulation, grant assurance or policy.

32. *Miscellaneous*

a. Time is of the essence in all provisions of this Lease.

b. Wyoming law will be referred to in the interpretation and construction of this Lease and the resolution of all disputes hereunder.

c. This Lease is binding upon and will inure to the benefit of the parties hereto, their corporate successors, their personal representatives, heirs, devisees, and assigns.

d. The provisions of this Lease may be amended only in writing signed by both parties.

e. Paragraph headings are for convenience only and shall not be considered in any controversy involving the meaning and interest of this Lease.

f. The Laramie Regional Airport Board does not waive sovereign immunity by entering into this Lease Agreement, and specifically retains immunity and all defenses available to it as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and all other state law.

g. The provisions of this Agreement are severable, and if any of the provisions herein or any party thereof are declared invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of such provisions or parts thereof and the applicability thereof shall not be affected thereby.

h. Any notice permitted or required by this Lease may be given by personal service of a written notice upon the party to whom the notice is given or by mailing the written notice

by certified mail, postage prepaid, to the other party.

Notice to Landlord shall be delivered or mailed to:

Laramie Regional Airport
Attn: Airport Director
555 General Brees Rd.
Laramie, WY 82070

And notice to Tenant shall be delivered or mailed to:

DBT Transportation Services LLC
c/o Jim Nulle
1500 City West Blvd, Suite 550
Houston, TX 77042

Or to such other address or addresses as may hereafter be specified by notice given as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LANDLORD:
Laramie Regional Airport Board

TENANT:
DBT Transportation Services LLC

BY: _____
TITLE: Board Chair

BY: Nancy J. Thomsen
TITLE: CEO/COO