



Wyoming Airport Improvement Program Certificate of State Grant-in-Aid

WYOMING DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION
5300 Bishop Boulevard, Cheyenne, WY 82009-3340

The Administrator of the Wyoming Department of Transportation, Aeronautics Division, (hereinafter referred to as the "Division,") does hereby certify that a Grant-in-Aid of state funds for State Project No. ALN019A to CITY OF LANDER (hereinafter referred to as the "Sponsor") has been approved by the Wyoming Aeronautics Commission (hereinafter referred to as the "WAC"), in accordance with Wyoming Statutes §§ 10-3-401 and 10-3-402, for improvements at Lander - Hunt Field. The WAC is authorized, as a body, to make Grants-in-Aid from state funds for construction and development of Wyoming airports. The Division is the administrative branch for actions taken by the WAC.

The Division will reimburse the Sponsor for a portion of the actual costs incurred in completing said airport construction and development up to a maximum of \$2,899.00, or at a rate of Two and a half percent (2.50%) of eligible costs, whichever is the lesser.

The Sponsor's minimum share of this project is \$2,899.00, or at a rate of Two and a half percent (2.50%) of eligible costs.

The description of work to be accomplished is as follows:

Replace Beacon

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FAA (Federal Aviation Administration) Project #: **3-56-0016-025-2026**

Airport Improvement Program (AIP)

CFDA #20.106

FAA Award Year: **2026**

It is understood by both the WAC and the Sponsor hereto that the participation by the State of Wyoming in this project is contingent upon all of the work listed in the above description of work being performed or caused to be performed by the Sponsor. No item of work shall be added or omitted from this description of work without specific written consent from the WAC in the form of an amendment to the existing grant.

The WAC reserves the right to cancel this Grant if acceptable progress is not undertaken within one hundred eighty (180) days of the date of the Grant, at the WAC's sole discretion.

Fiscal Year End Accounting: For the period between October 1 of the prior year through September 30 of the current year:

- (i) The Subrecipient shall provide end-of-fiscal-year financial reporting by October 31 of each year that this Agreement is in effect. Subrecipient must report all expenses incurred that have not yet been submitted for reimbursement by October 31.
- (ii) Reimbursement requests must be submitted by November 30.

Failure to meet these deadlines may result in WYDOT rejecting reimbursement requests.

Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available to complete this project, this Agreement may be terminated by the Division. The Division will notify the Sponsor at the earliest

possible time should this event occur. No penalty shall accrue to the Division in the event this provision is exercised, and the Division will not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

This Grant was approved by the WAC as a component of the Wyoming Airport Capital Improvement Program as set forth under Wyoming Statute § 10-3-401 et seq.

Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The State, its agents, employees and contractors, will be responsible for any percentage of fault that may be attributable to each pursuant to law. The State of Wyoming, the Division, and the WAC do not waive sovereign immunity by entering into this agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyoming Statute ' 1-39-101, *et seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

In consideration of, and by accepting, funding from the WAC, the Sponsor agrees to the following terms and conditions. These terms and conditions shall remain in full force and effect throughout the useful life of the facilities developed and equipment or land acquired unless there is prior written approval from the Division. Useful life is generally accepted to be a period of twenty (20) years from the date of acceptance of a grant offer. However, in the case of land acquisition, these terms and conditions apply in perpetuity. Failure to comply could result in the WAC pursuing the return of state funds and/or withholding of future funds.

1. State funds awarded through the grant must be used to benefit the public.
2. The Sponsor agrees to operate the airport in accordance with the Division's policies and procedures, and in a safe and efficient manner.
3. Projects will be completed in accordance with contract documents; local codes, rules and regulations; the Division's policies and procedures; and the approved scope.
4. The project must maintain consistency with local plans and consider local interests.
5. Supervision of the construction will be performed actively on-site by a trained project manager/inspector with appropriate and relevant experience.
6. The Sponsor agrees to have a written contractual agreement with the contractor performing work related to the grant.
7. Professional services pertaining to the execution of the grant will be selected via a qualifications-based process that has been pre-approved by the Division.
8. The Sponsor will not permit any person or entity the exclusive right to use airport facilities funded with state funds.
9. The Sponsor will develop and encourage compatible land use around the airport, including acquiring and protecting runway protection zones, in accordance with the approved Airport Layout Plan, to assure that current and future airport airspace is protected.
10. The Sponsor must maintain accurate records of all labor, equipment, and materials for projects funded by the WAC. The Sponsor may be subject to monitoring activities by the Wyoming Department of Transportation, including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall also permit Division authorized representatives to examine the books, documents, papers, records and accounts of the Sponsor pertaining to the project. The Sponsor shall keep audit reports and audit documents on file for a minimum of three (3) years after the grant is closed.
11. Permit the WAC, or its designee, to use the material prepared in connection with the grant for purposes of record keeping, studies, and other informational purposes.
12. Provide written notification and receive written approval from the WAC prior to the disposition of any airport land purchased with WAC funds. The WAC may require return of state funds used to purchase the property, adjusted to current appraised value.

13. Secure and maintain insurance or otherwise protect against all perils, all equipment, buildings, structures and contents thereof, and other properties purchased with state funds, in accordance with Wyoming Statute 9-2-1016(b)(xi), (xii), & (xiii).

Sponsor's Representative

Title

Date

**This Grant-in-Aid is duly executed on authority
of the Wyoming Aeronautics Commission**

Aeronautics Administrator

Date



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



Darin J. Westby, P.E.
Director

AGENCY AGREEMENT

THIS AGREEMENT, between the State of Wyoming, acting by and through the Wyoming Department of Transportation's, Aeronautics Division, party of the first part, hereinafter referred to as the "Division," and **CITY OF LANDER**, party of the second part, hereinafter referred to as the "local sponsor," for the purpose of designating set forth.

WHEREAS, Wyoming Statute 10-3-201 (b) provides, in part, that "The Aeronautics Commission through the Department shall be the authority in the state to apply for, or directly accept, receive, receipt for, or disburse any funds granted by the United States Government for airport construction or maintenance. A county, city, town, or other political subdivision may enter into an agreement with the Division describing the terms and conditions of the agency, in accordance with federal laws, rules and regulations and applicable laws of this State."

WHEREAS, the local sponsor is desirous of developing an airport, and seeks to avail itself of state and federal funds under the terms of the Airport and Airway Improvement Program Act of 1982, or any subsequent act, (hereinafter referred to as the "Airport Act"), and the laws of Wyoming.

NOW, THEREFORE, in consideration whereof be it agreed by and between the parties hereto, that the local sponsor does hereby designate the Division as its agent, and in its behalf to apply for, accept, receive, receipt for and disburse such funds as may be granted to it by the United States under the Airport Act, and to perform such other necessary acts as are consistent with the purpose hereof, and that the terms and conditions of this agency agreement shall be as hereinafter provided:

1. That nothing herein contained is intended to be, nor shall be construed to be in violation of the laws of the United States or of the State of Wyoming, nor in violation of the rules and regulations of the Administrator of the Federal Aviation Administration, or of the Division.
2. That the Division does hereby acknowledge its approval of Federal Aid Project No. **3-56-0016-025-2026** for the development of **Lander - Hunt Field** by the local sponsor, to be submitted to the administrator of the Federal Aviation Administration under the provisions of the Airport act, and that said airport has been designated to be improved and maintained with the assistance of state and federal funds.
3. That the local sponsor is desirous of receiving state grant-in-aid for construction or improvement, as provided under Title 10, Wyoming Statutes, and further provided that said project is one designated by the Division as one to be undertaken with the aid of state funds.

4. That the local sponsor, in order to receive grant-in-aid for the construction or improvement of an airport, shall prove by duly executed town city or county attorney's opinion that said airport is owned, leased, or held under a State or Federal Special Use Permit or Agreement, exclusively or jointly, by the county, city or town to which the grant is made.
5. That no expenditure of state funds shall be made as authorized by Title 10, Wyoming Statutes, unless the local sponsor, which is the owner of said airport, shall appropriate and expend on the project for which grant-in-aid is made, its own funds in addition to any funds received by it from the federal government, or any agency thereof.
6. That the project shall be considered one for the construction or improvement of an airport if upon completion of the proposed project, the airport so constructed or improved would be designated in accordance with the National Plan of Integrated Airport Systems (NPIAS), and the standards of the Division.
7. That the Division upon receipt of federal funds under this agreement, shall deposit said funds into the State bank account with the State Treasurer from which a state warrant will be issued to the local sponsor for said funds.
8. That the local sponsor shall process and submit to the Division for its approval and/or execution all proper papers, forms and documents, including the project application and applications for grant payments, required by the Administrator for the approval, performance or completion of the project.
9. That the following terms heretofore used in this agreement shall be construed to have the following meaning:
 - A. "*Administrator*" means the Administrator of the Federal Aviation Administration or his successor.
 - B. "*Local Sponsor*" means any county, city, town or other political subdivision qualified by Wyoming and Federal law and regulation to sponsor an airport development project.
 - C. "*Project Application*" means the formal application submitted to the Administrator for a grant of federal funds for a project.
 - D. "*Development*" means items of work as described in the Grant Agreement.
 - E. "*Project*" means the plan of action for the accomplishment of definitely described improvements with respect to the local sponsor's airport.
 - F. "*Grant-In-Aid*" means that the State of Wyoming will grant state airport improvement funds to an airport, provided that said airport is designated by the Division as one to be constructed or improved with aid of state funds and further provided that the sponsors of such airports shall meet the requirements and obligations of this agency agreement.

IN WITNESS WHEREOF, the parties do hereby set their hands by their duly authorized officers.

SPONSOR SIGNATORY

By:

(Sponsor Printed Name & Title)

DIVISION SIGNATORY

By:

Administrator, Aeronautics Division,
