

CONVERSE COUNTY COMMISSION MEETING

March 3, 2026 - 8:00 a.m. to 4:00 p.m.

107 N. 5TH STREET, SUITE 114, DOUGLAS, WY 82633

Commission Chambers are OPEN to the public.

1. 8:00 A.M. CONVENE, PLEDGE OF ALLEGIANCE
CONVERSE COUNTY COMMISSIONERS:
James H. Willox, Chairman
Richard C. Grant, Vice Chairman
Robert G. Short, Board Member
Trent Kaufman, Board Member
Donald Blackburn, Board Member
2. 8:15 A.M. COMMISSION PAPERWORK
 - Review/Signature of Vouchers and Warrants, Review of Commission Folders and Documents
3. 10:00 A.M. DEPARTMENT UPDATES - TECHNICAL SERVICES DEPARTMENT
Chris Caskey, Technical Services Director
4. 11:00 A.M. UPDATES - CONVERSE COUNTY SHOOTING RANGE COMPLEX IMPROVEMENTS

Mike Jennings, Relic Services LLC
5. 12:00 P.M. RECESS FOR LUNCH
6. 1:30 P.M. DEPARTMENT UPDATES - EMERGENCY MANAGEMENT SERVICES
Russ Dalgarn, Emergency Management Director
7. 2:00 P.M. DEPARTMENT UPDATES - ROAD & BRIDGE
Jason Wilkinson, R&B Superintendent; Todd Mattson, HDR Engineering Inc.
8. 3:00 P.M. UPDATES - LAPRELE DAM PROJECT

Kenny Sisson, HDR Engineering Inc.
9. GENERAL COUNTY BUSINESS & ACTION ITEMS
Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants, Resolutions, Agreements/Amendments, etc.
 - Commission Minutes, February 3 & 4, 2026
 - Transfer Memo FY2026 - 173 MASVA to 150 Cap Con Parks & Rec
 - Converse County Personnel Policy, Proposed Revisions: PTO, Other Leave

- Animal Shelter - Additional Services, FDL Services LLC
- Animal Shelter - Change Order Request No. 8, & No. 9, Relocation of Water Line and Electrical Repairs
- Shooting Range Improvement Project, Contract for Drainage Improvements
- Eastern WY College Construction Technology Addition, Review of Proposals for Third Party Inspections
- Douglas Budget Magazine Advertising
- Jenne Trail Phase 3, Construction Contract with Croell, Inc.
- Jenne Trail Phase 3 Right-of-Way Applications with Bureau of Land Management

Documents:

[02.17.2026 OFFICIAL.PDF](#)
[BUDGET MEMO FOR 173 TO 150 - PURCHASE OF KILLION PROPERTY](#)
[02.24.2026.PDF](#)
[PTO USE AND ADMIN LEAVE POLICIES DRAFT 2.27.2026.PDF](#)
[CONVERSE COUNTY SHOOTING RANGE CONTRACT HENRY BROS.PDF](#)
[FDL CONSULTING ADD SERVICE 4 - ELECTRICAL VAULT](#)
[COORDINATION.PDF](#)
[CONVERSE COUNTY ANIMAL SHELTER COR - 08.PDF](#)
[CONVERSE COUNTY ANIMAL SHELTER COR - 9.PDF](#)
[JENNE TRAIL PHASE 3 CONSTRUCTION CONTRACT, CROELL INC.PDF](#)
[WYWY106775891 SHORT TERM ROW CONVERSE COUNTY OFFER LETTER](#)
[ROSS ROAD JENNE TR_SIGNED.PDF](#)
[WYWY106775891 SHORT TERM ROW CONVERSE COUNTY ROSS ROAD](#)
[ROW 2800-014.PDF](#)
[WYWY106696373 CONVERSE COUNTY OFFER LETTER ROSS ROAD JENNE](#)
[TRAIL PHASE 3 PROJECT_SIGNED.PDF](#)
[WYWY106696373 CONVERSE COUNTY HDR REAL ESTATE SERVICES ROSS](#)
[ROAD ROW 2800-014 GRANT.PDF](#)

10. OTHER UPCOMING EVENTS

- Mar 3&4. 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- Mar 3, 7a - Elected Officials Breakfast Meeting, MHCC Boardroom
- Mar 4, 7a - City/County Breakfast Meeting, MHCC Boardroom
- Mar 10, 12p-5p - Clerk's Office CLOSED for training
- Mar 11, by Midnight - 2026 Legislative Session Adjourns
- Mar 17, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- Mar 17, 3p - Planning & Zoning Commission Meeting (3rd Tuesday of each month)
- Mar 19, 9a - CCJJC Joint Powers Board Meeting (3rd Thursday of each month)
- April 3, 5p - Deadline for FY2027 Community Service Grant Applications
- April 7&8, 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- April 7, 7-8a - Elected Officials Breakfast Meeting (MHCC Boardroom)
- April 8, 7-8a - City/County Breakfast Meeting (MHCC Boardroom)
- April 16, 9a - CCJJC Joint Powers Board Meeting (3rd Thurs of each month)
- April 21, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- April 21, 3p - Planning & Zoning Commission Meeting (3rd Tues of each month)

**Approved Minutes
Board of Commissioners of Converse County
February 17, 2026**

The regular meeting was called to order at 8:13 a.m. on February 17, 2026. Present in person were Commission Chairman, Jim Willox; Commission Vice-Chairman Rick Grant; Commissioners Trent Kaufman and Donald Blackburn; and County Clerk, Karen Rimmer. Commissioner Robert Short was excused for attendance at the 2026 Legislative Session on behalf of the County.

Mr. Blackburn moved to approve:

RESOLUTION 01-26

A RESOLUTION REVISING THE ESTABLISHED SPEED LIMITS OF VEHICULAR TRAFFIC ON COUNTY ROADS

WHEREAS, Wyoming Statutes §31-5-102, §31-5-108, §31-5-109, §31-5-110 and §31-5-303, as amended, grants the Board of Converse County Commissioners the authority to establish vehicular speed limits on County-owned streets and roadways; and

WHEREAS, the Board of Converse County Commissioners duly adopted Resolution No. 13-19 on October 1, 2019, thereby amending, consolidating, and replacing Resolutions 14-99, 15-94, 15-94A, 06-00, 15-00, 04-06 and 12-14, all of which established various and specific speed limits for all vehicular traffic on streets and roadways located within Converse County, Wyoming; and

WHEREAS, the Board of Converse County Commissioners deems it in the best interest of the citizenry of Converse County to make further amendments to speed limits on specific County roads.

NOW THEREFORE, BE IT RESOLVED that the maximum speed limits allowed by law upon Converse County-owned roadways are hereby established, and no person shall drive a vehicle upon said roads in excess of such maximum limits as described herein.

COUNTY ROAD (CR) NO.	COUNTY ROAD NAME	SPEED LIMIT (MPH)	DESCRIPTION OF ROAD, OTHER FACTORS
1	Irvine Rd	Thirty-five (35) mph	Mile marker 0.0 to 0.3.
1	Irvine Rd	Forty-five (45) mph	Mile marker 0.3 to 1.15 and mile marker 12.9 to 13.7

1	Irvine Rd	Fifty-five mph	Mile marker 1.15 to 12.9
2	Anderson Dairy Rd	Forty-five (45) mph	Mile marker 0.0 to 1.1
3,4, 5, 6, 7, 8, 10, 12, 15, 16, 17A, 18, 20, 21, 22, 24, 28, 30, 33, 42, 51, 55, 57, 58, 60	Wagonhound Rd, Poison Lake Rd, Esterbrook Rd, Glendo Rd, Braae Rd, Bedtick Rd, Bruner Ln, LaPrelle Hall, Moss Agate Rd, Old Fort Fetterman Rd, Hiser Rd, Mormon Canyon Rd, Stevens Rd, Coal Shadow Rd, Cole Creek Rd, Cold Springs Rd, Orpha Rd, Cherokee Tr, Willow Creek Rd, Combs Rd, Twenty Mile Creek Rd (loop), Lost Springs Rd, Robinson Ln, Irvine Bridge Rd, Harris Rd, Esau Rd	Thirty-five (35) mph	Applies to all miles/sections.
4	Poison Lake Rd	Twenty (20) mph	Applies to all miles/sections.
9, 25, 26, 29, 35, 36, 38, 39, 40, 41, 45, 46, 47, 48, 49, 50, 63	Chalk Buttes Rd, Monkey Mountain Rd, Leuenberger Ln, Inez Rd, Wright Rd, Sunflower Tr, Dull Center Rd, Lynch Rd, Steinle Rd, Woody Creek Rd, Cow Creek Rd, Twenty Mile Creek Rd, Dickau Rd, Flat Top Rd, Reese Rd, Pickenpough Rd, Bill Hall Rd	Forty (40) mph	Applies to all miles/sections.
11	Spring Canyon Rd	Thirty-five (35) mph	Applies to mile post 0.0 to 23.6
13	Natural Bridge Rd	Ten (10) mph	Applies to all miles/sections within Natural Bridge Park.
13	Natural Bridge Rd	Forty (40) mph	Applies to all other miles/sections.
14	Windy Ridge Rd	Twenty (20) mph	Applies to all marked school zones during time schools are in session.

14	Windy Ridge Rd	Thirty (30) mph	Applies to all other miles/sections.
17	Boxelder Rd	Thirty-five (35) mph	Applies to all other miles/sections.
17	Boxelder Rd	Forty-five (45) mph	Applies to the point where WY Hwy. 90 becomes CR 17 to mile post 2.6.
27	Tank Farm Rd	Forty (40) mph	Applies to all gravel and dirt miles/sections.
27	Tank Farm Rd	Forty-five (45) mph	Applies to all paved miles/sections.
19, 23	Deer Creek Rd, 55 Ranch Rd	Thirty-five (35) mph	Applies to all gravel and dirt miles/sections.
19, 23	Deer Creek Rd, 55 Ranch Rd	Forty-five (45) mph	Applies to all paved miles/sections.
30	Cherokee Trail	Twenty-five (25) mph	Applies to the eastern portion from mile marker 0.0 to mile marker 2.2.
31, 32	Ross Road, Highland Loop	Forty (40) mph	Applies to all dirt and gravel miles/sections.
31	Ross Rd	Forty-five (45) mph	Applies to paved portion beginning 7.1 miles northwest of the intersection of WY Hwy 93 and CR 31 and continuing for 2.25 miles.

31	Ross Road	Fifty-five (55) mph	Applies to all paved miles/sections unless otherwise denoted.
34	Jenne Trail	Forty-five (45) mph	Applies to all sections/miles.
37	Antelope Coal Mine Rd	Fifty-five (55) mph	Applies to all mile/sections.
43	Walker Creek Rd	Forty (40) mph	Applies to all gravel and dirt miles/sections unless otherwise denoted.
43	Walker Creek Rd	Fifty-five (55) mph	Applies to all paved miles/sections unless otherwise denoted.
52	East Antelope Rd	Thirty-five (35) mph	Mile marker 0.0 to 0.6 (pavement) and mile marker 7.5 to 18.35 (gravel)
52	East Antelope Rd	Fifty-five (55) mph	Mile marker 0.6 to 7.5
53	Manning Rd	Thirty (30) mph	Applies to all other miles/sections.
40A, 56, 61, 62, 64, 66, 68, 69, 70, 71, 72	Steinle Rd (cut across), Coulter Tr, Brownfield Rd, Jarmon Tr, Ridgewater Rd, Robin Ln, West Laramie Rd, Wheelock Rd, Housiaux Rd, Bridger Crossing Rd, Irvine Spur Rd	Thirty (30) mph	Applies to all miles/sections.
56	Coulter Trail	Forty-five (45) mph	Applies to all miles/sections.
65	Twin Bridges Rd	30 mph	Applies to all other miles/sections.

BE IT FURTHER RESOLVED that:

1. This Resolution shall become effective immediately upon adoption.
2. Every person convicted of a violation of this Resolution may be fined a maximum of five dollars (\$5.00) per mile for each mile per hour in excess of the posted speed limit, but not less than twenty-five dollars (\$25.00), and assessed Court costs.
3. In addition to any other penalty, every person convicted of violating this Converse County Resolution or any similar law or ordinance by exceeding the posted speed limit by six (6) or more miles per hour, while operating a vehicle or combination of vehicles with a gross vehicle weight or gross vehicle weight rating exceeding twenty-six thousand (26,000) pounds shall be fined three hundred dollars (\$300.00).
4. The Converse County Road and Bridge Department shall take all necessary steps to post the maximum speed limits on Converse County roads listed in this Resolution, and all posted signs shall meet the specifications, if any, of the State of Wyoming.
5. Resolution 13-19 shall hereby be set aside, a nullity and of no force and effect.

PASSED, APPROVED, AND ADOPTED this 17 day of February, 2026.

BOARD OF COMMISSIONERS
CONVERSE COUNTY, WYOMING:
/s/ James H. Willox, Chairman

ATTEST:

/s/ Karen Rimmer, County Clerk

Mr. Grant seconded; motion carried.

Mr. Dave Shaw, Road & Bridge Special Projects, provided updates on revisions to the High- Risk Rural Road Program grant agreement. Following discussion, Mr. Grant moved to approve the HRRRP subrecipient grant agreement between WYDOT/Highway Safety Office and Converse County for a term from full execution through December 31, 2027 for a total amount of \$109,500 that includes a 9.51% local match for rumble strips and pavement markings on certain county roads; Mr. Blackburn seconded; motion carried. Mr. Todd Mattson and Mr. Kenny Sission, HDR Engineering, provided updates on major road construction projects. Following discussion, Mr. Blackburn moved to approve the Notice of Award for the Jenne Trail Phase 3 Project and award the bid to Croell, Inc. in the amount of \$18,774,070 as the apparent low bidder and as recommended by HDR Engineering; Mr. Kaufman seconded; motion carried. Mr. Grant moved to approve Amendment No. 2 for the Jenne Trail Road Phase 2 to modify the scope of services for Advanced Geotechnical Services and administrative expenses in amount of \$148,989.50 for a total contract amount of \$1,813,315.99; Mr. Blackburn seconded; motion carried.

Mr. Grant moved to recess into Executive Session pursuant to W.S. 16-4-405(a)(vii) to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price. Mr. Blackburn seconded and motion carried. The regular meeting recessed at 8:31 a.m. and reconvened at 8:41 a.m.; no action was taken.

Mr. Jason Wilkinson, Road & Bridge Superintendent, and Mr. John Shephard, Foreman, provided additional departmental updates. Following discussion, Mr. Kaufman moved to approve Change Order No. One from Buckley Powder Co. to modify the scope of the original agreement at the Shawnee Quarry and increase blasting by 200,000 tons at a cost of \$3,750 for mobilization, \$2,000 per blast, and costs per ton for blasting patterns as presented; Mr. Blackburn seconded; motion carried. Mr. Grant moved to approve Change Order No. One from B&B Aggregates to modify the scope of the original agreement by adding an additional 100,000 to 200,000 tons of gravel to be crushed at the original contract price and at Road & Bridge specifications and extend crushing activities to June 1, 2026; Mr. Kaufman seconded; motion carried. Following discussion, Mr. Grant moved to approve the draft amended policies for Road & Bridge Safety Reimbursement Program and Road & Bridge Policy Establishing Safety Year, PPE, and Appearance Guidelines as presented; Mr. Blackburn seconded; motion carried.

Ms. Kristin Watson, HR Director, along with Mr. Joel Schell, County Treasurer, discussed current policy language relating to authorized employee leave types and requested clarification relating to work weeks, PTO, and Other Leave definitions. The Commissioners provided direction and policy language will be considered at the next Commissioner meeting. Other departmental updates included current and upcoming job postings; health insurance fund overview; Wellness; internship request from Technical Services; and upcoming and ongoing items. Following discussion, Mr. Blackburn moved to authorize Ms. Watson to enter into a contract with Wyoming Health Fairs for a spring blood draw for County employees; Mr. Kaufman seconded; motion carried.

Mr. David Freeman, representing WR Hauling LLC, presented information regarding their interest in the Antelope Refinery facility; their discussions with the current owner and interest in acquiring the property; and questions were asked about the potential for County industrial revenue bond opportunities. The Commissioners, along with Mr. Joel Schell, County Treasurer, answered questions and provided additional information relating to the bonds, which are not County funded but rather go through the County for approval only. If WR Hauling decided to move forward, they may have to own the asset and would have to make a formal application and presentation with the Commissioners. Generally, the Commissioners are pleased that there is interest in the facility, but they would have to carefully review any application and determine if it was in the best interest of the County to move forward. No action was taken.

Mr. Kenny Sission, HDR Engineering, provided updates on the LaPrele Dam project and critical project deadlines, State leases, and needs for the project should the County become the adjacent landowner, which the County continues to actively pursue. Mr. Sission provided an overview of the project staging and lay down areas, access, and an additional potential staging area of less than two acres that would require a temporary construction agreement with the

County. Other discussion included water; fencing for visual shielding and site security; electrical in place; and further insight of Project needs and needs of the County. Lengthy discussion followed pertaining to how all parties move forward for the benefit of the project and the public. No action was taken.

Ms. Stacey Etchemendy and Ms. Karmin Addleman, Converse County Fair Board members, along with Ms. Kelsey Stephens, County Fair Manager, discussed increasing the number of Fair Board members from five to seven members. Following lengthy discussion, the Commissioners advised the Board to focus on development of the various Superintendent positions rather than increasing the number of board members. Other discussion included interest from people to be involved; goals; objectives; and upcoming budget considerations. No action was taken.

The meeting recessed at 12:00 p.m. and reconvened at 1:00 p.m.

Ms. Darcey Cowardin, Public Health Nurse Manager, provided departmental updates including department credit card usage; TANF and Workforce grant updates; Public Health office space in Glenrock; and a brief discussion of tabletop exercises. No action was taken.

Ms. Dru Palmer, DRU Consulting, provided general updates on energy and natural resources, including discussion of upcoming meetings with federal leaders in Washington D.C. during the NACo Conference. No action was taken.

The minutes of the February 3 and 4, 2026, regular meeting were approved and ordered filed.

Mr. Grant moved to approve February monthly reports: Public Health \$15,988.57; Road & Bridge \$87,443.16; Sheriff's Office \$3,184.60; NOVC 2025-0577 EOG Resources Inc. \$3,568.67; Mr. Kaufman seconded; motion carried.

Mr. Blackburn moved to approve the Request for Assignment of Interest of ONEOK Rockies Midstream LLC for a bore permit dated October 1, 2019, for CR31/Ross Road, for property located in NW1/4S17-T39N-R74W; Mr. Grant seconded; motion carried.

Mr. Kaufman moved to ratify a WYDEQ letter for Continental Resources Inc. for additional equipment to be added to the Continental Dominion Compressor Station; Mr. Blackburn seconded; motion carried.

Ms. Kristin Watson presented draft policy language for review by Commissioners in preparation for presentation and consideration at the next Commissioner meeting; no action was taken.

Ms. Jessie Dykehouse, FDL Consulting, LLC, provided updates on major construction projects. Updated draft design plans for the Courthouse Level 1 and 2 Study and the Glenrock Office Renovations were reviewed and discussed by impacted departments. The Animal Shelter Expansion Project was briefly discussed including an upcoming Change Order Request for movement of water and sewer lines. No action was taken.

Proposals received for additional inspections for the Eastern Wyoming College Construction Technology Addition were reviewed. Following discussion, Mr. Grant moved to authorize any Commissioner, if necessary, to enter into an agreement with the proposal that best

represents the interests of the County and the project for ratification at a subsequent meeting in order to keep the project moving forward; Mr. Blackburn seconded; motion carried.

The regular meeting adjourned at 3:48 p.m.

A regular meeting of this Board will be held on Tuesday and Wednesday, March 3 and 4, 2026, at 8:00 a.m., unless otherwise posted, at the Converse County Courthouse within Commission Chambers, located at 107 N. 5th Street, Douglas, Wyoming. The public is invited to attend. To get on the agenda, call the Clerk's Office by the Thursday before the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at www.conversecountywy.gov or by calling the County Clerk's Office at (307) 358-2244.

James H. Willox, Chairman

Karen Rimmer, County Clerk

Publish: March 4, 2026, Douglas Budget & Glenrock Independent



CONVERSE COUNTY CLERK

Karen Rimmer, County Clerk ~ Geri Carr, Chief Deputy Clerk
107 N. 5th Street, Suite 114, Douglas, WY 82633

FY2026 FUND TRANSFER – COUNTY ROAD FUND

DATE: February 24, 2026
TO: Board of Converse County Commissioners; Joel Schell, County Treasurer
CC: Kim Johnston, Deputy Clerk
FROM: Karen Rimmer, County Clerk

Per your direction, this memo is intended to authorize and memorialize the transfer of funds from the Monthly Ad Valorem Stabilization Fund (MAVSF) into the Capital Construction Parks & Recreation Misc Fund for the purchase of lands adjacent to Ayres Natural Bridge Park. A full legal description is attached. This land purchase was authorized at a regular Commission meeting on November 18, 2025, with closing to occur on February 25, 2026. Therefore, please authorize the following transfer for FY2026:

FUND: TRANSFER FROM	FUND: TRANSFER TO	AMOUNT	EXPLANATION
FUND 173	FUND 150	\$1,699,794.54	These funds will be utilized to purchase land adjacent to Natural Bridge Park (owned by B.K. Killion LLC) to vastly improve recreation opportunities in Converse County as well as access to the existing Park.

The Board of Converse County Commissioners hereby directs the County Treasurer to transfer funds as described above at a time determined by the Treasurer based upon availability of funds.

James H. Willox, Chairman

Date of Approval

5.01 PTO (Paid Time Off) For Eligible Employees

Purpose: Converse County recognizes the importance of providing employees with flexibility and a healthy work-life balance. PTO accruals combine vacation and sick leave into one bank that can be used for any of these reasons. Leave time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include bereavement, jury duty, voting, inclement weather, emergency, and military service.

Eligibility: Effective January 1, 2026, vacation and sick leave will be combined and transitioned into Paid Time Off (PTO). In addition, all eligible full-time and half-time employees pursuant to Section 3.01, who are classified as exempt or nonexempt pursuant to the FLSA, are eligible for and classified under the PTO accrual program.

Accrual: All eligible employees shall accrue PTO per bi-weekly pay period in hourly increments based on the length of service and hours worked as follows:

Years of Service	PTO Accrual Rate	Maximum Balance
0-5 years	0.093 hours per regular hour (max of 7.38 hours per pay period)	880 hours
6-10 years	0.104 hours per regular hour (max of 8.31 hours per pay period)	880 hours
11+ years	0.124 hours per regular hour (max of 9.92 hours per pay period)	880 hours

PTO is added to the employee's PTO bank when the biweekly paycheck is issued. When PTO time is used within a pay period, that time shall be subtracted from the employee's accrued time bank for all PTO time used within a pay period and will be reflected when the biweekly paycheck is issued. At no time shall the employee's PTO bank reflect a negative balance. Employees are not eligible to earn any PTO accruals during periods in which unpaid leave, donated sick leave, or workers' compensation leave are being taken. Furthermore, employees are not eligible to earn any additional PTO once the maximum accrual is reached as detailed above; in this event, employees must use part or all of their PTO leave in order to begin earning accruals.

Use: In order to take PTO leave, the employee shall provide as much advance notice as possible to his or her Direct Supervisor or designee. In all instances, PTO must be approved in advance by the employee's Direct Supervisor or designee, unless an unexpected emergency or illness occurs, in which case the employee shall notify their Direct Supervisor or designee as soon as reasonably practicable. Direct Supervisors or designees will attempt to grant employee PTO leave at the time the employee desires to take it. However, each County department must maintain adequate staffing at all times; Converse County reserves the right for each Direct Supervisor or designee to deny a PTO request if the request would interfere with departmental operations or adversely affect staffing requirements. The use of PTO, whether accrued or donated, cannot exceed 880 hours in the previous 12-month period.

Pursuant to Section 4.02, nonexempt employees shall be eligible to use PTO time, in any increment as approved by their Direct Supervisor or designee, when PTO time must be used to calculate a full work week or work period. *Employees may choose, with approval from their direct supervisor, to record more than 40 hours per work week or 80 hours per work period for law*

enforcement in which PTO is used during that timeframe, or reduce the amount of PTO used during that timeframe to equal 40 hours for the work week or 80 hours for the work period for law enforcement. If PTO or other approved leave time is not used, the employee will be subject to leave without pay for the missing hours, which requires Direct Supervisor or designee approval.

Exempt employees shall be required to use PTO time for any absence that equals one-half day or more of the normally scheduled workday.

No employees shall be allowed to borrow against their PTO banks; therefore, no advance leave will be granted. ~~nor shall employees be eligible for pay in lieu of time off, except~~ Upon termination of employment, *PTO will be paid out per the chart below.*

PTO hours shall not count as hours worked in the computation of overtime unless otherwise approved by the Board of County Commissioners.

Termination of Employment: Upon termination of employment, the employee shall be compensated for a percentage of their PTO accrual balance or 160 hours, whichever is less, as detailed below, unless the employee qualifies for the Rule of 85 as detailed below. The unused PTO shall be paid out at the employee's rate of pay applicable at the time of termination.

Years of Service	PTO Payout upon Termination
0-5 years	60% or 160 hours, whichever is less
6-10 years	65% or 160 hours, whichever is less
11+ years	70% or 160 hours, whichever is less
Employees who qualify for the "Rule of 85" with Converse County (Total Years of Service + Age)*	100% up to 320 hours

*For purposes of this policy, total years of service means all years the employee has worked for Converse County even if there are breaks in service.

5.13 Personal Leave for Eligible Employees , effective July 1, 2026 (NEW SUBSECTION)

Purpose: The purpose of this policy is to provide eligible employees with personal leave, which is intentionally separate from PTO and any other approved benefit leave, that supports employee well-being, including mental and emotional health, while ensuring continuity of operations. The County affirms that mental health is treated with the same importance as physical health.

Eligibility: Personal leave is available to full-time regular employees and half-time regular employees (prorated based on scheduled hours). Part-time, temporary, seasonal, and contract employees are not eligible for personal leave unless authorized by the Board of County Commissioners.

Accrual of Personal Leave: Full-time exempt and non-exempt employees shall receive a maximum of **twelve (12) hours** of personal leave at the beginning of each fiscal year. Half-time employees shall be granted personal leave in the ratio that is based on the employee's normal working hours per year. From the date of employment of a new full-time employee to the last pay period of the fiscal year of hiring, the employee will be granted a prorated rate of personal leave based on the number of pay periods remaining in the fiscal year.

Personal leave shall not accrue beyond the annual allotment unless specifically authorized by the Board of County Commissioners. Personal leave may not be carried over from fiscal year to fiscal year and will be forfeited without compensation if unused by the last pay period of the fiscal year.

Permitted Uses: Personal leave may be used for anything, including but not limited to:

- Personal business
- Family matters
- Religious observances
- Personal emergencies
- Wellness benefit appointments
- Mental wellness, such as:
 - Attending counseling or therapy appointments
 - Taking time to decompress following high-stress assignments
 - Addressing symptoms of anxiety, depression, or emotional fatigue
 - Managing work-related stress and burnout prevention

If supervisors notice any signs of distress in an employee resulting from the employee's work activities, the employee can be required to take personal leave at the supervisor's discretion. Supervisors shall delegate such requirements discreetly and with professionalism.

Employees are not required to disclose specific personal details; however, reasonable notice is required when foreseeable. Supervisors shall not require employees to disclose specific medical or diagnostic information when requesting personal leave; however, any medical documentation provided by the employee will be handled consistent with confidentiality requirements under HIPAA, Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or any other applicable laws. This documentation must be provided to the Human Resources Department for official record keeping in the employee's HIPAA file.

If an employee's personal leave is exhausted and a permitted use arises for personal leave, the employee must then take leave from their own PTO bank, or they may choose to take leave without pay (LWOP) if approved by the supervisor, for any time off in excess of the annual personal leave allotment.

Personal leave shall not count as hours worked in the computation of overtime.

Scheduling and Approval: Personal leave should be requested in advance whenever possible. Personal leave is subject to supervisor approval based on operational needs. Supervisors may require an employee to use personal leave at their discretion and with the consideration of employee well-being and operational needs.

In urgent mental wellness situations, employees should notify their supervisor as soon as reasonably practicable for their desire to take personal leave. In such an urgent situation where an employee does not immediately recognize their need for personal leave, supervisors are granted the authority to require an employee to take personal leave when the supervisor recognizes that the employee would benefit from taking personal leave for any of the permitted uses listed in this policy.

Separation from Employment: Unused personal leave is not paid out upon separation and cannot be used to extend the employee's final date of employment.

5.14 Administrative Leave (NEW SUBSECTION)

Administrative Leave may be granted or required at the discretion of the County for operational, safety, or investigatory reasons. Leave may be paid or unpaid depending on the circumstances.

Employer-Directed Administrative Leave

An employee may be placed on Administrative Leave when necessary to:

- Maintain workplace safety
- Conduct an investigation
- Address operational needs
- Allow for a fitness-for-duty evaluation
- Respond to a critical workplace incident

Employees will receive written notice from their direct supervisor or HR outlining the reason for leave, expected duration, and pay status.

Duration and Pay

Administrative Leave is generally limited to up to three (3) working days, unless extended by the County. Extensions may require medical certification and may transition to other leave policies.

Administrative Leave may:

- Be paid at the employee's regular rate of pay;
- Be unpaid; or
- Be charged to accrued leave balances, depending on circumstances.

All Administrative Leave approvals must be documented with the Human Resources Department for official record keeping purposes, and to ensure consistency across departments and compliance with applicable laws. Timecard comments should be limited to dates of leave, pay status, and the general category of Admin Leave.

Coordination With Other Laws

Administrative Leave may run concurrently with applicable laws, including the Family and Medical Leave Act and the Americans with Disabilities Act.

Employees requiring extended leave or workplace accommodations should contact the Human Resources Department for evaluation under applicable law.

Confidentiality and Non-Retaliation

Information related to Administrative Leave will be handled confidentially. Medical documentation will be maintained by the Human Resources Department separately from the employee's personnel files.

Employees will not be subject to retaliation for requesting leave in good faith.

CONSTRUCTION CONTRACT

Converse County Shooting Range – Storm Drainage Improvements Between Henry Bros, LLC and Converse County, Wyoming

This Contract is executed in direct accordance with the original written quote provided by Henry Bros, LLC to Converse County. Including all descriptions of work, scope items, exclusions, cost breakdowns, and conditions contained therein. The quote, forms the technical and commercial basis of this Contract and is hereby incorporated by reference as if fully set forth herein. All work described in the quote, including storm drainage improvements, installation of 30-inch HDPE storm sewer, precast storm structures, ditching, berm construction, riprap pads, the lead-mitigation filter bed system, entrance road pipe replacement, and restoration of disturbed areas, shall be performed under this Contract in accordance with the approved engineering plans and Converse County requirements. Any conflicts between the Contract and the original quote shall be resolved in favor of the interpretation that most accurately reflects the scope, intent, and pricing presented in the original quote.

1. Parties

This Construction Contract (“Contract”) is entered into as of **March 3, 2026** (“Start Date”) by and between:

Contractor / General Contractor:

Henry Bros, LLC

1937 Ross Rd.

Douglas, WY 82633

(307) 351-2138

Owner:

Converse County, Wyoming

Henry Bros, LLC shall serve as the **General Contractor** for the Converse County Shooting Range drainage improvement project and shall have full authority to manage, coordinate, and direct all construction activities, subcontractors, suppliers, and site operations necessary to complete the Work.

2. Project Description

The project consists of constructing the complete storm drainage improvements for the **Converse County Shooting Range**, including installation of HDPE storm sewer, precast storm structures, ditching, berm construction, riprap pads, a lead-mitigation filter bed system, entrance road drainage improvements, and restoration of disturbed areas.

“Henry Bros LLC will construct the complete storm drainage improvements for the Converse County Shooting Range in accordance with the approved engineering plans and Converse County requirements.” (Description of Work)

3. Scope of Work

The Contractor shall furnish all labor, materials, equipment, and services necessary to complete the Work in accordance with approved engineering plans, Converse County requirements, Wyoming Public Works Standards, and OSHA regulations.

3.1 Storm Drainage System

- Install all **30-inch HDPE storm sewer pipe** for the North Area, South Area, and entrance road replacement sections.

“Install all 30-inch HDPE storm sewer pipe as shown on the plans...” (Scope of Work)

- Provide all fittings, couplers, adapters, joint restraints, bedding, shading, and backfill.

3.2 Storm Manholes & Catch Basins

- Install precast storm manholes MH-1 and MH-2 including bases, risers, cones, rings, covers, boots, gaskets, and joint wrap.
- Install catch basins CB-1 through CB-4 with frames, grates, collars, inlet/outlet connections, and joint sealing.

3.3 Cleanouts & Appurtenances

- Install storm cleanouts, markers, tracer wire, and marking tape.

3.4 Filter Bed System

- Excavate and construct the lead-mitigation filter bed per plan dimensions.

“Excavate and construct the lead-mitigation filter bed per plan dimensions.” (Filter Bed System)

3.5 Ditching, Grading & Berm Construction

- Excavate and shape drainage ditches, construct earthen berms, and grade disturbed areas.

3.6 Riprap Installation

- Install riprap pads with geotextile underlayment and blend edges to existing grade.

3.7 Entrance Road Drainage Work

- Remove and replace existing storm pipe beneath the entrance road while maintaining access for County personnel.

3.8 Surface Restoration

- Restore disturbed areas to equal or better condition, including topsoil replacement, fine grading, seeding, and gravel restoration.

3.9 Safety & Environmental Compliance

- OSHA trench safety, SWPPP/BMP maintenance, utility protection, potholing, and site cleanliness.

“Follow OSHA trench safety standards. Maintain SWPPP controls...” (Safety & Environmental Compliance)

4. Exclusions

The following items are excluded unless added by written change order:

- Rock excavation or blasting
- Dewatering beyond normal trench pumping
- Roadway extension, widening, or reconstruction
- Asphalt paving
- Electrical, fiber, or communication utility repairs
- Surveying beyond construction staking
- Winter heat, frost removal, or cold-weather protection
- Owner-caused delays or shutdowns
- Permits (provided by Owner)

“Rock excavation or blasting... Dewatering beyond normal trench pumping... Permits (to be provided by Owner/GC).” (Exclusions)

5. Contract Price

The Owner agrees to pay Contractor a **lump sum of \$730,000**, broken down as follows:

Item	Amount
Materials	\$140,000
Drainage & Utilities	\$350,000
General Conditions	\$240,000
Total Contract Amount	\$730,000

6. Payment Terms

- Monthly progress invoices based on work completed.
 - Owner shall pay approved invoices within **30 days**.
 - Retainage of up to **10%** may be withheld until final acceptance.
 - Final payment due upon substantial completion and acceptance.
-

7. Schedule

- **Start Date:** March 3, 2026
- Work shall commence upon issuance of Notice to Proceed.
- Substantial completion shall occur within a mutually agreed timeframe.
- Weather delays, County operations, range closures, or third-party interference shall extend the schedule as needed.

“Any delays caused by weather, County operations, range closures... may result in schedule extensions...” (Other Conditions)

8. Change Orders

Any additional work, differing site conditions, unknown utilities, unsuitable soils, or plan revisions must be authorized by written change order.

“Unknown or unmarked utilities may result in additional cost.” (from Other Conditions)

Additional work shall be billed at Henry Bros’ standard hourly labor rates and equipment rates in effect at the time of the work. A rate sheet may be provided upon request, or a separate quote may be prepared.

Contractor is not responsible for handling hazardous materials unless specifically included in the Scope. Discovery of hazardous materials shall require a change order.

9. Contractor Responsibilities

- OSHA trench safety compliance
 - SWPPP/BMP maintenance
 - Utility protection and potholing
 - Maintaining access for County personnel
 - Clean and safe worksite
-

10. Owner Responsibilities

- Provide site access
 - Provide permits
 - Provide construction staking unless otherwise agreed
 - Provide timely approvals
-

11. Insurance

Contractor shall maintain:

- General liability
- Workers compensation

- Auto liability
 - Additional insured endorsement naming Converse County
-

12. Warranty

Contractor warrants workmanship for **one year** from final acceptance.

Warranty excludes damage caused by weather events, third parties, or Owner operations.

13. Termination

- Owner may terminate for convenience with payment for work performed.
 - Contractor may terminate for nonpayment after written notice.
-

14. Material Price Escalation

If material suppliers issue price increases after contract execution but before procurement, Contractor shall be entitled to a change order for the difference. Contractor shall provide supplier documentation to support the adjustment.

15. Site Access and Operational Restrictions

If County operations, range closures, or third-party activities restrict access or delay the Work, Contractor shall receive both schedule extension and compensation for standby time, remobilization, or inefficiencies caused by such delays.

16. Subsurface Conditions

Contractor is not responsible for differing site conditions, including rock, groundwater, unsuitable soils, or unmarked utilities. Such conditions shall be handled through change order with adjustments to price and schedule.

17. Retainage Release Timing

Retainage shall be released within 30 days of final acceptance.

18. Dispute Resolution

Any disputes arising under this Contract shall be resolved through good-faith negotiation between the parties prior to any formal action. If needed, mediation by a third party with no conflicts will be used.

19. Additional Work and Site-Wide Responsibilities

Henry Bros, LLC, acting as the **General Contractor** for the Converse County Shooting Range, shall have full authority to perform, direct, and manage any additional work required on the project site beyond the defined Scope of Work. This includes, but is not limited to, unforeseen conditions, Owner-requested additions, modifications to existing systems, corrective measures, or any work necessary to maintain project continuity, safety, or compliance with applicable standards.

Any such additional work shall be considered **Contractor's Work** and shall be performed exclusively by Henry Bros, LLC or its subcontractors under Contractor's management. All additional work shall be compensated through a written Change Order issued by the Owner. Change Orders may be initiated by the Owner, by Contractor, or as required by field conditions, and shall include adjustments to contract price, schedule, or both, as appropriate.

The Owner acknowledges that the project site contains existing conditions, utilities, materials, and operational constraints that may necessitate additional work not identifiable at the time of contract execution. Contractor shall notify the Owner promptly upon discovery of such conditions. No additional work shall be required of Contractor without compensation, and no additional work shall be performed by any party other than Contractor unless expressly authorized in writing by Contractor.

All additional work performed under this clause shall be governed by the terms of this Contract, including safety, quality, and warranty provisions.

20. Indemnification

The Contractor and Owner shall indemnify and hold each other harmless from claims, damages, losses, and expenses, including reasonable attorney's fees, but only to the

extent caused by the negligent acts or omissions of the indemnifying party, its employees, subcontractors, or agents in the performance of their obligations under this Contract.

This indemnification shall not apply to claims arising from the negligence, errors, omissions, or wrongful acts of the other party or any third party not under the control of the indemnifying party.

Nothing in this clause shall be construed to waive any governmental immunity or statutory protections available to the Owner under Wyoming law.

21. Order of Precedence – Plans, Specifications, and Quote

In the event of any conflict, discrepancy, or inconsistency between the drawings, specifications, engineering plans, this Contract, and the original written quote provided by Henry Bros, LLC, the interpretation most consistent with the scope, intent, and pricing presented in the original quote shall govern. The quote shall take precedence over all other documents with respect to quantities, means and methods, assumed conditions, and the extent of Work included in the Contract Price.

No requirement shown on the plans or specifications shall obligate the Contractor to perform work, furnish materials, or assume responsibilities not included in the original quote unless authorized by a written Change Order.

22. Signatures

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

Contractor

Henry Bros, LLC 1937 Ross Rd. Douglas, WY 82633

Title: _____ Print Name: _____

Signature: _____ Date: _____

Owner

Converse County, Wyoming

Title: _____ Print Name: _____

Signature: _____ Date: _____

Notice of Additional Services

PROJECT TITLE	Converse County Animal Shelter
PROJECT NUMBER	250530
OWNER	Converse County 107 N. 5 th Street, Suite 114 Douglas, WY 82633
ARCHITECT	FDL Consulting 237 N. Main Street, Suite 110 Sheridan, WY 82801
DATE	February 19, 2026
NOTICE NO.	4

ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED

(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests to the Owner's authorization, to perform the following Additional Services:

Re-design of the water main line location and coordination of the electrical vault location. The electrical vault was placed further West than designed in the construction documents as well as placed 12" lower than the designed finish level of the concrete walk. FDL Consulting and TerraSite Civil Engineering have coordinated with Pope Construction and Front Range Power to ensure the proper location of the electrical vault and surrounding utility lines. An additional site visit by the Civil Engineer will be required to observe and document the adjusted placement of the water main for the required DEQ as-built drawings.

Compensation Adjustment:
Additional \$7,750.00 for a new Total Contract Sum of \$583,477.00

Schedule Adjustment: No schedule adjustment needed.

ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION

(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:



237 North Main Street, Suite 110
Sheridan, WY 82801
(307) 675-6225
info@fdlconsulting.net
www.fdlconsultingwyo.com

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or part of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ARCHITECT *(Signature)*

Owner *(Signature)*

(Printed name, title, and License number if required)

(Printed name and title)

Date

Date



Pope Construction Inc.
 P.O. Box 536
 Mills, WY 82644
 Off: (307) 472-3241
 Fax: (307) 472-3240

CHANGE ORDER
REQUEST NO: 8

Project: Converse County Animal Shelter DATE: 02/18/26

Brief Description of Proposal Request: Relocation of Water line per RFI 22

Subcontractors

Company	Description of work	Bid	PayApp Code
Wayne Coleman Construction	Additional material and labor for relocation of water line	11,600.00	
Pope Construction	Removal of extra fence	800.00	
Subcontractor Total		12,400.00	

Materials

Quantity	Description	Unit	Unit \$	Total
		ls		0.00
		ls		0.00
		ls		0.00
		sf		0.00
		ls		0.00
				0.00
				0.00
Subtotal				0.00
Sales tax			6%	0.00
Materials Total				0.00

Labor

Quantity	Description	Unit	Unit \$	Total
2	project manager - coordination of changes	hr	80.00	160.00
	general superintendent - Wade	hr	85.00	0.00
	project superintendent -	hr	65.00	0.00
	carpenter - foreman -	hr	55.00	0.00
	carpenter -	hr	45.00	0.00
	laborer -	hr	35.00	0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
Subtotal				160.00
Payroll Tax			0%	0.00
Labor Total				160.00

1502
1500

Project: Converse County Animal Shelter

DATE: 02/18/26

Equipment

Quantity	Description	Unit	Unit \$	Total
		day		0.00
		tips		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
Equipment Total				0.00

Subtotal of costs		12,560.00	
General Conditions	5.00%	628.00	
Contractor Fee	5.00%	659.40	
GL & Other Insurance	1.00%	138.47	01-1 1100
P&P Bond	1.00%	139.86	distrib 1490
Total Cost of Change (rounded)		14,126.00	
Total Time Extension required (working days)		2	

NOTES: _____

Accepted for Owner: _____
 Date: _____

Accepted for Architect: _____
 Date: _____



Pope Construction Inc.
 P.O. Box 536
 Mills, WY 82644
 Off: (307) 472-3241
 Fax: (307) 472-3240

CHANGE ORDER
REQUEST NO: 9

Project: Converse County Animal Shelter

DATE: 02/25/26

Brief Description of Proposal Request: Cost for electrician to fix hot plant electrical
ROCKY MOUNTAIN ELECTRIC TO REPAIR BROKEN CONDUIT TO PEDESTAL. RME TO RUN NEW 3/4" PVC
WITH S10 THHN WIRE(APPROXIMATELY 75'). RME TO MAKE UP ALL CONNECTIONS AND TEST CIRCUIT.
PRICE INCLUDES EXCAVATION AND BACKFILL

Subcontractors

Company	Description of work	Bid
Rocky Mountain Electric	Repair conduit to pedestal	3,900.00
Subcontractor Total		3,900.00

PayApp Code
16-100

Materials

Quantity	Description	Unit	Unit \$	Total
		ls		0.00
		ls		0.00
		ls		0.00
		sf		0.00
		ls		0.00
				0.00
				0.00
Subtotal				0.00
Sales tax			6%	0.00
Materials Total				0.00

Labor

Quantity	Description	Unit	Unit \$	Total
	project manager - coordination of changes	hr	80.00	0.00
	general superintendent - Wade	hr	85.00	0.00
	project superintendent -	hr	65.00	0.00
	carpenter - foreman -	hr	55.00	0.00
	carpenter -	hr	45.00	0.00
	laborer -	hr	35.00	0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
Subtotal				0.00
Payroll Tax			0%	0.00
Labor Total				0.00

1502
1500

Project: Converse County Animal Shelter

DATE: 02/25/26

Equipment

Quantity	Description	Unit	Unit \$	Total
		day		0.00
		tips		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
		hr		0.00
Equipment Total				0.00

Subtotal of costs		3,900.00	
General Conditions	0.00%	0.00	
Contractor Fee	0.00%	0.00	
GL & Other Insurance	0.00%	0.00	01-1 1100
P&P Bond	0.00%	0.00	distrib 1490
Total Cost of Change (rounded)		3,900.00	
Total Time Extension required (working days)			

NOTES: _____

Accepted for Owner: _____
 Date: _____

Accepted for Architect: _____
 Date: _____

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Converse County, Wyoming ("Owner") and Croell, Inc. ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Reconstruction of approximately 12 miles of Ross Rd and Jenne Trail Rd, generally beginning 20.4 miles north of the intersection of Wyoming Highway 94 and Wyoming Highway west of interstate 59. The project generally consists of construction of roadway excavation and embankment to realign deficient horizontal and vertical curves; utilizing excavated materials to flatten slopes and accommodate safety improvements. Overall, the Project generally includes approximately: 270,000 CY of unclassified excavation, 90,000 tons of crushed base gravel, 66,000 tons of asphalt pavement, and several other appurtenant bid items.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Jenne Trail Road Phase III and Ross Road Reconstruction

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be Substantially Complete within **250 working days** after the date when the Contract Times commence to run, or no later than **October 15, 2027, whichever occurs first**, as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment within **20 working days** after the date substantial completion is achieved.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall have 45 days from the date the Contractor's Applications for Payment is received to issue payment. There shall be no late fees or interest charges for payments paid within 45 days. The Owner shall make progress payments based on the Contractor's Application for Payment as recommended by the Engineer. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage earned and indicated on the Contractor's Application for Payment, less the aggregate of payments previously made, and less retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- B. Final Payment shall be pursuant to Wyoming State Statutes and cannot be made until 41 days have passed from publication of the Notice of Completion.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release; and the necessary advertisement period has been completed.

6.05 *Retainage*

- A. Pursuant to Wyoming Statutes Section 16-6-702, no more than five (5) percent of calculated value of the work completed may be withheld as retainage.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Certificates of Insurance, Workers Compensation, and Unemployment Insurance
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Contract Drawings bearing the general title "Jenne Trail Road Phase III and Ross Road Reconstruction" consisting of 513 sheets, including standard drawings and cross section sheets
 8. Geotechnical Engineering Report titled "Geotechnical Engineering Report – Jenne Trail Phase III"

9. Technical Specifications, including General Requirements, Supplemental Specifications, Geotechnical Report(s), and Special Provisions
10. Addenda (numbers [number] to [number], inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed.
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.
 - f. Warranty Bond, if any.
 - g. Notice of Substantial Completion
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—GOVERNMENTAL CLAIMS ACT

- 9.01 *The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 23, 2026
(which is the Effective Date of the Contract).

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Croell, Inc
(typed or printed name of organization)

By: 
(individual's signature)

Date: 2/18/26
(date signed)

Name: Bryson Gambrel
(typed or printed)

Title: Division Manager
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Title: Admin Assist
(typed or printed)

Address for giving notices:

PO Box 396
Sundance WY 82729

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Casper Field Office
2987 Prospector Drive
Casper, Wyoming 82604-2968
www.blm.gov/wy



In Reply Refer To:
2800 (WYP060)
WYWY106775891

SENT BY EMAIL: Mason.Schurcht@hdrinc.com

Converse County
Attn: Mason Schuricht
7350 Stockman St., Suite A
Cheyenne, WY 82009-6007

RE: Short Term Right-of-Way Application WYWY106775891 for the Ross Road/ Jenne Trail Phase 3 project for construction area to construct an asphalt paved roadway that will improve safety and reduce maintenance of the current gravel roadway.

Attached are two copies of an unsigned right-of-way grant (BLM Form 2800-14) for the referenced project. Please review the document and if it meets with your approval, sign and date both copies and return both to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the right-of-way grant, absent any other unresolved issues.

According to 43 CFR 2805.16 or 2885.24, the Bureau of Land Management (BLM) is required to be reimbursed for the costs incurred in monitoring the construction, operations, maintenance, and termination of the authorized use. The fee is categorized according to the number of work hours necessary to monitor your grant and is nonrefundable. Per 43 CFR 2804.14 (a)(1) you are exempt from paying monitoring fees.

Rent for use of public lands must be paid in advance of such use and prior to issuance of the right-of-way grant. Rent for a linear right-of-way is based on a schedule that is adjusted annually based on the Implicit Price Deflator (IPD), an inflation index. Per 43 CFR 2806.14 (a)(2) you are exempt from paying rent.

The Federal Land Policy and Management Act (FLPMA) of 1976 formally repealed Revised Statute 2477 (R.S. 2477). Upon accepting and signing the FLPMA grant form, you agree to lose RS-2477 Status.

Please return **BOTH** signed copies of the grant, as discussed above by February 16, 2026. If these requirements are not met, your application may be denied.

Call Before You Dig procedures must be followed to ensure other utility services are notified of the project alignment. The national One Call number is 811.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

Please be aware that you may not conduct any activities related to your right-of-way project on public land until you have received an authorized grant from this office. Please feel free to contact Teresa Bredthauer at (307) 261-7566, the above address, or e-mail tbredtha@blm.gov with any questions.

Sincerely,

FOR Amelia Savage
Assistant Field Manager,
Minerals and Lands

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Serial Number

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (*describe*) _____

2. Nature of Interest:

- a. By this instrument, the holder _____ receives a right to construct, operate, maintain, and terminate a _____ on public lands (or Federal land for MLA Rights-of-Way) described as follows:

- b. The right-of-way or permit area granted herein is _____ feet wide, _____ feet long and contains _____ acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on _____, _____ years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within _____ days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) _____, dated _____, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

(Title)

(Date)

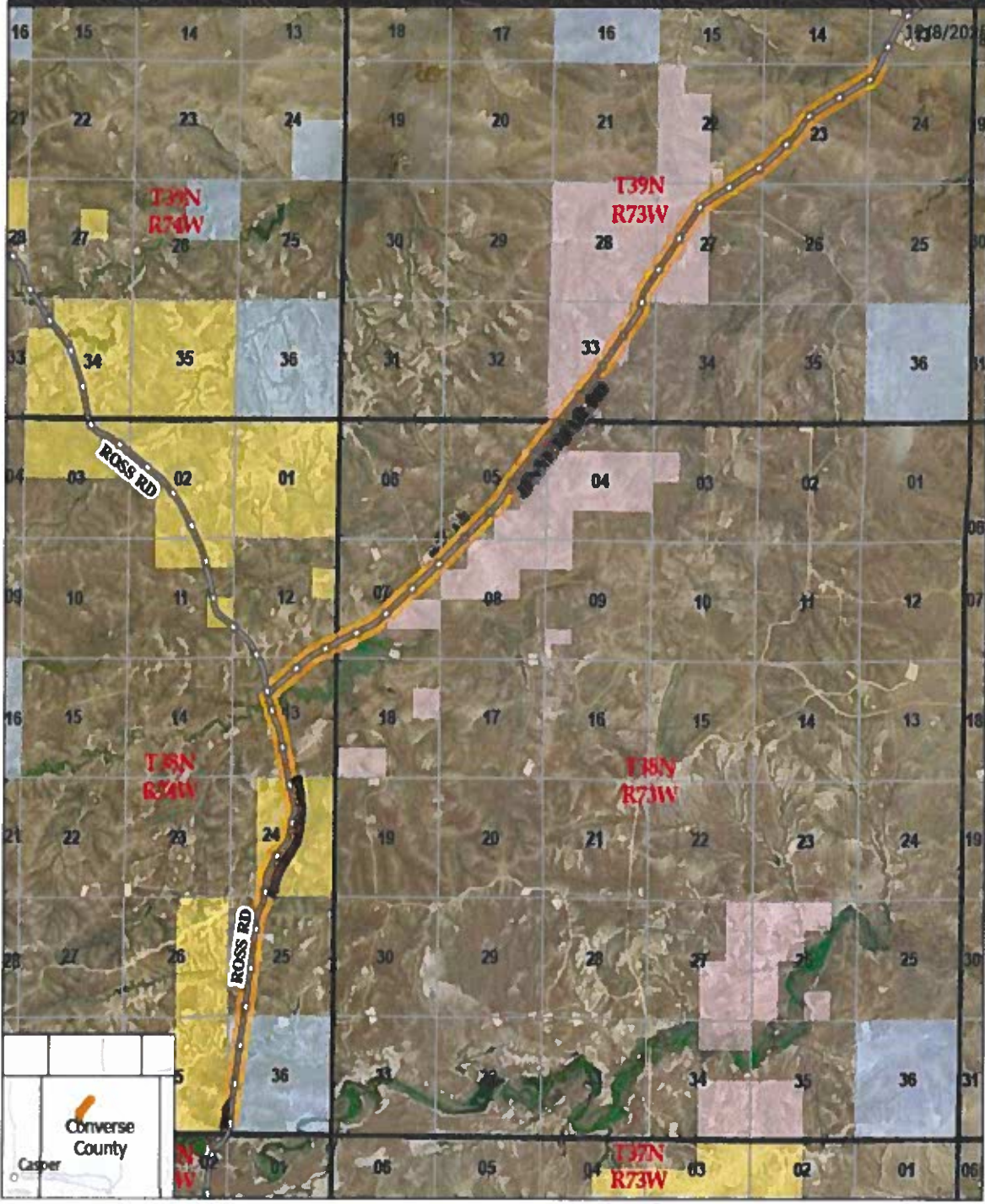
(Effective Date of Grant)



Jenne Trail/Ross Road

Phase 3 Project Extents

Bureau of Land Management
Casper Field Office
2987 Prospector Drive
Casper WY 82604
(307) 261-7600



County Roads
 Project Area

Surface Management
 Bankhead Jones

Bureau of Land Management
 Private
 State



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

Exhibit A -Stipulations
Long Term ROW: WYWY106696373
Short Term ROW: WYWY106775891

Cultural Resources

1. The holder is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites, or for collecting artifacts. If historic or archaeological materials are uncovered during construction, the operator is to immediately stop work that might further disturb such materials and contact the authorized officer (AO) of the BLM Casper Field Office. Within five working days the AO will inform the operator as to: (1) whether the materials appear eligible for the National Register of Historic Places; (2) the mitigation measures the operator will likely have to undertake before the site can be used (assuming in situ preservation is not necessary); and, (3) a timeframe for the AO to complete an expedited review under 36 CFR 800.11 to confirm, through the State Historic Preservation Officer, that the finds of the AO are correct and that mitigation is appropriate. The AO will provide technical and procedural guidelines for the conduct of mitigation. Upon verification from the AO that the required mitigation has been completed, the holder will then be allowed to resume construction measures.
2. Special stipulation: A BLM permitted archaeologist shall monitor ground disturbance activity in the 48CO165_18 Cheyenne River Divide Bozeman Trail district boundary on BLM administered lands during construction, to ensure Bozeman Trail segment 48CO165_268 is thoroughly avoided. A monitoring report shall be completed and submitted to the BLM after monitoring has been completed.

Vegetation

1. Construction activities will be confined to the designated roadway corridor and approved staging areas to minimize disturbance to adjacent undisturbed vegetation.
2. Disturbed areas outside of the permanent roadway footprint will be recontoured and reseeded to promote revegetation and soil stability.
3. Recommended Seed Mixes:
 - a. Wetland and Drainage Areas: American Sloughgrass (*Beckmannia syzigachne*), Inland Saltgrass (*Distichlis spicata*), Common Spikerush (*Elocharis palustris*), Foxtail Barley (*Hordeum jubatum*), Sandberg's Bluegrass (*Poa secunda*), Alkali Bulrush (*Schoenoplectus maritimus*), and Prairie Cordgrass (*Spartina pectinata*).
 - b. Upland and Roadside Areas: A blend based on the Converse County Road & Bridge standard mix: Slender Wheatgrass (*Elymus trachycaulus*), Western Wheatgrass (*Agropyron smithii*), Tufted Hairgrass (*Deschampsia cespitosa*), Prairie Sandreed (*Calamovilfa longifolia* ssp.), and Prairie Junegrass (*Koeleria macrantha*).
4. Upland areas may require fertilizer and mulch for stabilization, Wetland areas do not typically require soil amendments.
5. All application rates and amendments should be finalized in coordination with the BLM, USFS, and Converse County Road & Bridge to ensure compatibility with local soil conditions and long-term habitat goals

6. Soil and vegetation disturbance will be minimized to the extent practicable, with disturbed areas restored to pre-construction contours and reseeded using native hydrophytic species.
7. Clean topsoil and approved native wetland seed mixes will be placed during the growing season to encourage rapid revegetation.

Ute's Ladies Tresses

1. If *Spiranthes diluvialis* (Ute's Ladies Tresses) is identified prior to or during construction, a protective buffer will be established around occupied habitat to restrict construction activities.
2. Herbicides will not be applied within 100 feet of potential Ute's Ladies Tresses habitat.
3. All equipment will be cleaned prior to site entry to reduce the introduction or spread of invasive species.
4. Erosion and sediment control BMPs will be maintained to prevent sediment-laden runoff from reaching sensitive habitats.
5. Worker environmental awareness training will include identification of Ute ladies'-tresses, description of suitable habitat, and procedures for reporting any observations. (Adapted from USFWS standard conservation measures and correspondence, Attachment VIII).
6. Weed prevention and control will be implemented consistently with Converse County and BLM guidance, including equipment cleaning and post-construction monitoring and treatment as required throughout the life of the project. A pesticide use permit will be required prior to any application of herbicide/pesticide use on Federally managed lands.
7. Construction equipment, vehicles, and materials will be staged in upland areas away from potential moist microhabitats. Heavy equipment will be refueled outside of wetland or ephemeral drainage zones in upland locations. Portable fuel containers will not be placed within wetland or ephemeral drainage zones and will be placed in leak-proof secondary containment in upland locations.
8. If *Spiranthes diluvialis* is identified prior to or during construction, a protective buffer will be established around occupied habitat to restrict construction activities.

Wildlife

1. If any active Bald or Golden Eagle nest is identified, a minimum 0.5-mile no-disturbance buffer will be established, and Converse County will coordinate with BLM, USFS, and USFWS to determine any additional site-specific avoidance measures in compliance with the Bald and Golden Eagle Protection Act.
2. Habitat removal is prohibited during the migratory bird nesting season (May 1–July 31) unless a nesting survey performed by a biologist confirms an absence of nesting birds in the disturbance area. Once the final road construction activities are completed, COA will still apply for any non-emergency/non-routine maintenance activities.
3. This action occurs within ½-mile of a raptor nest(s). Surface disturbing and/or disruptive activity will not be allowed from February 1st – July 31st within these areas. The duration of this annual seasonal restriction may be shortened or lengthened based on the fledging chronology of the chicks in an active nest. This seasonal restriction would be in effect annually for the duration of the life of this action or any subsequent activities associated with the approval of this action. The ½-mile restriction may be reduced to ¼-mile depending on the species occupying the nest in accordance with the Record of Decision and Approved Casper Resource Management Plan approved in December 2007. This stipulation in no way relieves the operator from their responsibility to comply with all aspects of Federal Laws such as the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.
4. Construction equipment, vehicles, and materials will be staged in upland areas away from potential moist microhabitats. Heavy equipment will be refueled outside of wetland or ephemeral drainage zones in upland locations. Portable fuel containers will not be placed within wetland or ephemeral drainage zones and will be placed in leak-proof secondary containment in upland locations.
5. Erosion and sediment control BMPs will be maintained to prevent sediment-laden runoff from reaching sensitive habitats.
6. Where feasible, construction will avoid removing flowering nectar plants and Monarch Butterfly milkweed host species within the project corridor.
7. When avoidance is not possible, work will be timed to minimize impacts during peak monarch and Suckley's Cuckoo Bumble Bee breeding or foraging activity.
8. Use of pesticides or herbicides will be avoided within areas that may support monarchs or Suckley's Cuckoo Bumble Bees. If treatment is necessary, targeted products will be selected, applications will be timed to reduce exposure risk, and drift will be minimized by establishing untreated buffer zones. (Adapted from USFWS monarch conservation measures, Attachment VIII)
9. If any active Bald or Golden Eagle nest is identified, a minimum 0.5-mile no-disturbance buffer will be established, and Converse County will coordinate with BLM, USFS, and

USFWS to determine any additional site-specific avoidance measures in compliance with the Bald and Golden Eagle Protection Act.

10. If construction activities occur during the raptor nesting season (typically April 1 through August 31), it is recommended that pre-construction surveys be conducted by qualified biologists to identify active raptor nests within a half mile of the project footprint.
11. Monitoring active nests during construction activities may be warranted so that disturbance distances are not appropriate.
12. Environmental awareness training about Bald and Golden Eagles for construction personnel is recommended to promote understanding of the importance of raptor conservation measures.

Other

1. A project-specific Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the selected contractor prior to ground disturbance and implemented during construction.
2. Dust abatement will be achieved through water application from approved sources.
3. No water withdrawals will be from Platte River system.
4. Any construction materials will be acquired from commercial sources or sources not created specifically for this project.
5. Any existing fences will be reconstructed as wildlife friendly fences consistent with H-1741-1 handbook.
6. Temporary fencing or access control may be installed during construction to protect public safety and sensitive areas.
7. The contractor will be responsible for securing the project area during construction.
8. Best management practices (BMPs) throughout construction minimize soil erosion and control sediment transport into adjacent ephemeral drainages and wetlands. Erosion control measures may include fences, wattles, berms, or similar devices placed strategically to intercept runoff and reduce sediment loads.
9. Culvert installations and replacements should match existing hydrologic connectivity, reducing the potential for altered flow in seasonal wetland areas and ephemeral channels.
10. Any additional applicant committed measures in the Biological Assessment/Biological Opinion, USACE Permit application and permit, Bald and Golden Eagle memorandum or any other not listed here apply as well.

11. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
12. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

13. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this right-of-way grant.
14. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way until documentation is provided that a Clean Water Act Section 404 permit has been secured from the Army Corp of Engineers and the authorized officer has provided written authorization to proceed.

15. Any paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
16. The holder shall protect existing telephone, telegraph, and transmission lines, roads, trails, fences, ditches, and like improvements during construction, operation, maintenance, and termination of the system. Holder shall not obstruct any road or trail without the prior approval of the authorized officer. Damage caused by the holder to utilities and improvements shall be promptly repaired by holder to a condition which is satisfactory to the authorized officer.
17. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
18. The holder shall contact the authorized officer at least five (5) days prior to the anticipated start of construction and/or any surface disturbing activities to schedule a preconstruction conference. The holder and/or his representative, and holder's contractor or agents involved with construction and/or any surface disturbing activities associated with the right-of-way shall attend this conference to review the stipulations of the grant including the plan of development.
19. The holder shall contact the authorized officer or his representative at least three (3) days prior to the anticipated start of construction. Holder shall provide the name, address, and telephone number of his representative in charge of construction and provide a construction schedule before starting any construction activities associated with this right-of-way. The authorized officer is the Casper Field Manager. His representative for

this right-of-way is:

Name and Title:	Teresa Bredthauer, Realty Specialist
Address:	2987 Prospector Drive Casper, WY 82604-2968
Telephone:	(307) 261-7566
Email:	tbredtha@blm.gov

20. When construction activity in connection with the right-of-way breaks or destroys a natural barrier used for livestock control, the gap thus opened shall be fenced to prevent the drift of livestock.
21. A litter policing program shall be implemented by the holder, and approved in writing by the authorized officer, which covers all roads and sites associated with the right-of-way.
22. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
23. The holder shall survey and clearly mark the (centerline and/or exterior limits) of the right-of-way.
24. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four (4) inches deep, the soil shall be deemed too wet to adequately support construction equipment.
25. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
26. The holder shall prepare a fire prevention and suppression plan, that shall be reviewed and approved by the authorized officer. The holder shall take into account such measures for prevention and suppression of fire on the right-of-way and other public land used or traversed by the holder in connection with operations of the right-of-way. Project personnel shall be instructed as to individual responsibility in implementation of the plan.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Casper Field Office
2987 Prospector Drive
Casper, Wyoming 82604-2968
www.blm.gov/wy



In Reply Refer To:
2800 (WYP060)
WYWY106696373

SENT BY EMAIL: Mason.Schurcht@hdrinc.com

Converse County
Attn: Mason Schuricht
7350 Stockman St., Suite A
Cheyenne, WY 82009-6007

RE: Right-of-Way Application WYWY106696373 for the Ross Road/ Jenne Trail Phase 3 project to construct an asphalt paved roadway that will improve safety and reduce maintenance of the current gravel roadway.

Attached are two copies of an unsigned right-of-way grant (BLM Form 2800-14) for the referenced project. Please review the document and if it meets with your approval, sign and date both copies and return both to the address shown above. Upon our receipt of the signed documents and the fees discussed below, we will issue the right-of-way grant, absent any other unresolved issues.

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INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

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Sincerely,

FOR Amelia Savage
Assistant Field Manager,
Minerals and Lands

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Serial Number

1. A (right-of-way) (permit) is hereby granted pursuant to:

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(Signature of Holder)

(Signature of Authorized Officer)

(Title)

(Title)

(Date)

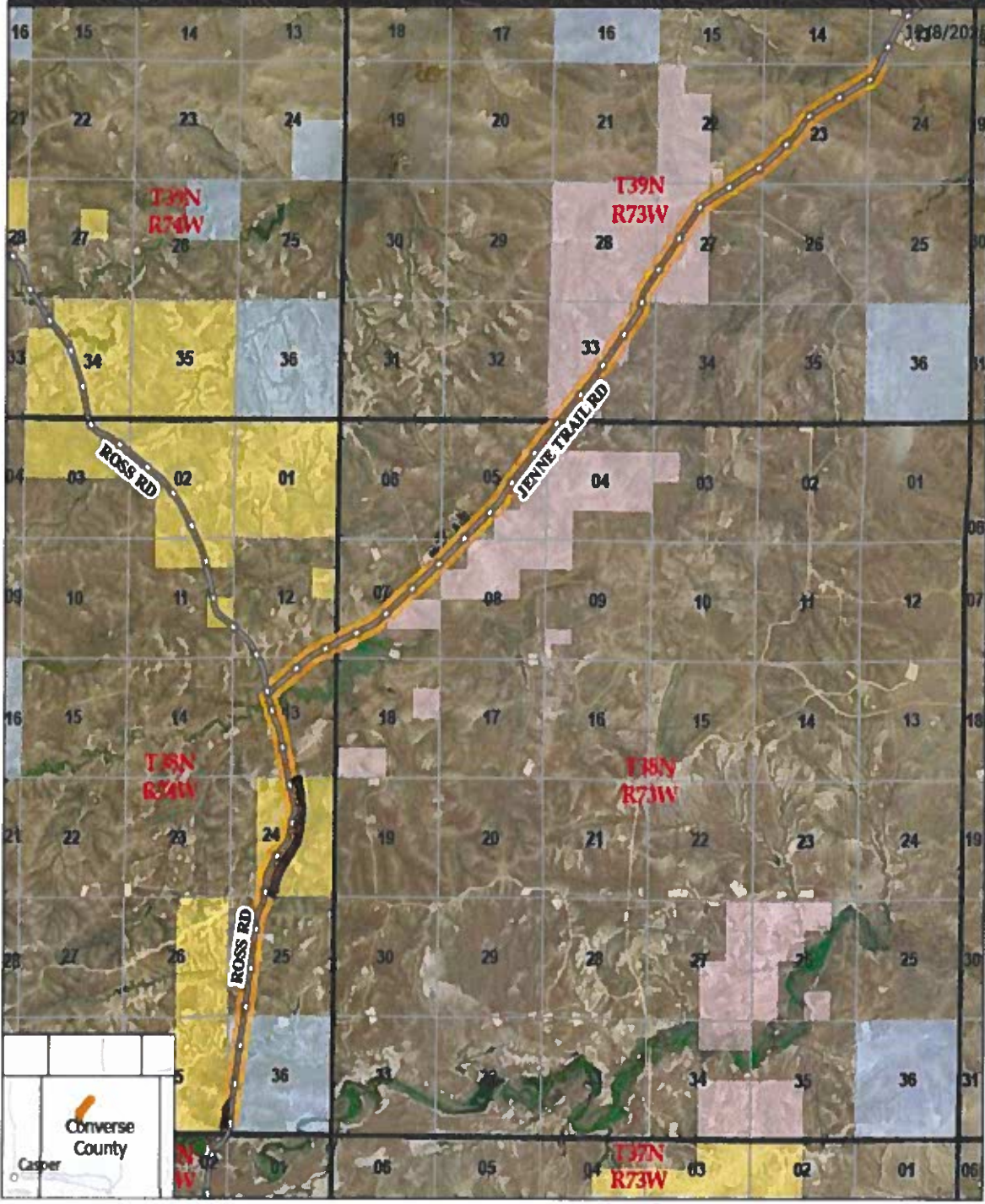
(Effective Date of Grant)



Jenne Trail/Ross Road

Phase 3 Project Extents

Bureau of Land Management
Casper Field Office
2987 Prospector Drive
Casper WY 82604
(307) 261-7600



County Roads
Project Area

Surface Management
Bankhead Jones

Bureau of Land Management
Private
State



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3. Recommended Seed Mixes:
 - a. Wetland and Drainage Areas: American Sloughgrass (*Beckmannia syzigachne*), Inland Saltgrass (*Distichlis spicata*), Common Spikerush (*Elocharis palustris*), Foxtail Barley (*Hordeum jubatum*), Sandberg's Bluegrass (*Poa secunda*), Alkali Bulrush (*Schoenoplectus maritimus*), and Prairie Cordgrass (*Spartina pectinata*).
 - b. Upland and Roadside Areas: A blend based on the Converse County Road & Bridge standard mix: Slender Wheatgrass (*Elymus trachycaulus*), Western Wheatgrass (*Agropyron smithii*), Tufted Hairgrass (*Deschampsia cespitosa*), Prairie Sandreed (*Calamovilfa longifolia* ssp.), and Prairie Junegrass (*Koeleria macrantha*).
4. Upland areas may require fertilizer and mulch for stabilization, Wetland areas do not typically require soil amendments.
5. All application rates and amendments should be finalized in coordination with the BLM, USFS, and Converse County Road & Bridge to ensure compatibility with local soil conditions and long-term habitat goals

6. Soil and vegetation disturbance will be minimized to the extent practicable, with disturbed areas restored to pre-construction contours and reseeded using native hydrophytic species.
7. Clean topsoil and approved native wetland seed mixes will be placed during the growing season to encourage rapid revegetation.

Ute's Ladies Tresses

1. If *Spiranthes diluvialis* (Ute's Ladies Tresses) is identified prior to or during construction, a protective buffer will be established around occupied habitat to restrict construction activities.
2. Herbicides will not be applied within 100 feet of potential Ute's Ladies Tresses habitat.
3. All equipment will be cleaned prior to site entry to reduce the introduction or spread of invasive species.
4. Erosion and sediment control BMPs will be maintained to prevent sediment-laden runoff from reaching sensitive habitats.
5. Worker environmental awareness training will include identification of Ute ladies'-tresses, description of suitable habitat, and procedures for reporting any observations. (Adapted from USFWS standard conservation measures and correspondence, Attachment VIII).
6. Weed prevention and control will be implemented consistently with Converse County and BLM guidance, including equipment cleaning and post-construction monitoring and treatment as required throughout the life of the project. A pesticide use permit will be required prior to any application of herbicide/pesticide use on Federally managed lands.
7. Construction equipment, vehicles, and materials will be staged in upland areas away from potential moist microhabitats. Heavy equipment will be refueled outside of wetland or ephemeral drainage zones in upland locations. Portable fuel containers will not be placed within wetland or ephemeral drainage zones and will be placed in leak-proof secondary containment in upland locations.
8. If *Spiranthes diluvialis* is identified prior to or during construction, a protective buffer will be established around occupied habitat to restrict construction activities.

Wildlife

1. If any active Bald or Golden Eagle nest is identified, a minimum 0.5-mile no-disturbance buffer will be established, and Converse County will coordinate with BLM, USFS, and USFWS to determine any additional site-specific avoidance measures in compliance with the Bald and Golden Eagle Protection Act.
2. Habitat removal is prohibited during the migratory bird nesting season (May 1–July 31) unless a nesting survey performed by a biologist confirms an absence of nesting birds in the disturbance area. Once the final road construction activities are completed, COA will still apply for any non-emergency/non-routine maintenance activities.
3. This action occurs within ½-mile of a raptor nest(s). Surface disturbing and/or disruptive activity will not be allowed from February 1st – July 31st within these areas. The duration of this annual seasonal restriction may be shortened or lengthened based on the fledging chronology of the chicks in an active nest. This seasonal restriction would be in effect annually for the duration of the life of this action or any subsequent activities associated with the approval of this action. The ½-mile restriction may be reduced to ¼-mile depending on the species occupying the nest in accordance with the Record of Decision and Approved Casper Resource Management Plan approved in December 2007. This stipulation in no way relieves the operator from their responsibility to comply with all aspects of Federal Laws such as the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.
4. Construction equipment, vehicles, and materials will be staged in upland areas away from potential moist microhabitats. Heavy equipment will be refueled outside of wetland or ephemeral drainage zones in upland locations. Portable fuel containers will not be placed within wetland or ephemeral drainage zones and will be placed in leak-proof secondary containment in upland locations.
5. Erosion and sediment control BMPs will be maintained to prevent sediment-laden runoff from reaching sensitive habitats.
6. Where feasible, construction will avoid removing flowering nectar plants and Monarch Butterfly milkweed host species within the project corridor.
7. When avoidance is not possible, work will be timed to minimize impacts during peak monarch and Suckley's Cuckoo Bumble Bee breeding or foraging activity.
8. Use of pesticides or herbicides will be avoided within areas that may support monarchs or Suckley's Cuckoo Bumble Bees. If treatment is necessary, targeted products will be selected, applications will be timed to reduce exposure risk, and drift will be minimized by establishing untreated buffer zones. (Adapted from USFWS monarch conservation measures, Attachment VIII)
9. If any active Bald or Golden Eagle nest is identified, a minimum 0.5-mile no-disturbance buffer will be established, and Converse County will coordinate with BLM, USFS, and

USFWS to determine any additional site-specific avoidance measures in compliance with the Bald and Golden Eagle Protection Act.

10. If construction activities occur during the raptor nesting season (typically April 1 through August 31), it is recommended that pre-construction surveys be conducted by qualified biologists to identify active raptor nests within a half mile of the project footprint.
11. Monitoring active nests during construction activities may be warranted so that disturbance distances are not appropriate.
12. Environmental awareness training about Bald and Golden Eagles for construction personnel is recommended to promote understanding of the importance of raptor conservation measures.

Other

1. A project-specific Storm Water Pollution Prevention Plan (SWPPP) will be prepared by the selected contractor prior to ground disturbance and implemented during construction.
2. Dust abatement will be achieved through water application from approved sources.
3. No water withdrawals will be from Platte River system.
4. Any construction materials will be acquired from commercial sources or sources not created specifically for this project.
5. Any existing fences will be reconstructed as wildlife friendly fences consistent with H-1741-1 handbook.
6. Temporary fencing or access control may be installed during construction to protect public safety and sensitive areas.
7. The contractor will be responsible for securing the project area during construction.
8. Best management practices (BMPs) throughout construction minimize soil erosion and control sediment transport into adjacent ephemeral drainages and wetlands. Erosion control measures may include fences, wattles, berms, or similar devices placed strategically to intercept runoff and reduce sediment loads.
9. Culvert installations and replacements should match existing hydrologic connectivity, reducing the potential for altered flow in seasonal wetland areas and ephemeral channels.
10. Any additional applicant committed measures in the Biological Assessment/Biological Opinion, USACE Permit application and permit, Bald and Golden Eagle memorandum or any other not listed here apply as well.

11. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
12. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

13. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this right-of-way grant.
14. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way until documentation is provided that a Clean Water Act Section 404 permit has been secured from the Army Corp of Engineers and the authorized officer has provided written authorization to proceed.

15. Any paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
16. The holder shall protect existing telephone, telegraph, and transmission lines, roads, trails, fences, ditches, and like improvements during construction, operation, maintenance, and termination of the system. Holder shall not obstruct any road or trail without the prior approval of the authorized officer. Damage caused by the holder to utilities and improvements shall be promptly repaired by holder to a condition which is satisfactory to the authorized officer.
17. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
18. The holder shall contact the authorized officer at least five (5) days prior to the anticipated start of construction and/or any surface disturbing activities to schedule a preconstruction conference. The holder and/or his representative, and holder's contractor or agents involved with construction and/or any surface disturbing activities associated with the right-of-way shall attend this conference to review the stipulations of the grant including the plan of development.
19. The holder shall contact the authorized officer or his representative at least three (3) days prior to the anticipated start of construction. Holder shall provide the name, address, and telephone number of his representative in charge of construction and provide a construction schedule before starting any construction activities associated with this right-of-way. The authorized officer is the Casper Field Manager. His representative for

this right-of-way is:

Name and Title:	Teresa Bredthauer, Realty Specialist
Address:	2987 Prospector Drive Casper, WY 82604-2968
Telephone:	(307) 261-7566
Email:	tbredtha@blm.gov

20. When construction activity in connection with the right-of-way breaks or destroys a natural barrier used for livestock control, the gap thus opened shall be fenced to prevent the drift of livestock.
21. A litter policing program shall be implemented by the holder, and approved in writing by the authorized officer, which covers all roads and sites associated with the right-of-way.
22. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
23. The holder shall survey and clearly mark the (centerline and/or exterior limits) of the right-of-way.
24. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four (4) inches deep, the soil shall be deemed too wet to adequately support construction equipment.
25. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
26. The holder shall prepare a fire prevention and suppression plan, that shall be reviewed and approved by the authorized officer. The holder shall take into account such measures for prevention and suppression of fire on the right-of-way and other public land used or traversed by the holder in connection with operations of the right-of-way. Project personnel shall be instructed as to individual responsibility in implementation of the plan.