

CONVERSE COUNTY COMMISSION MEETING

January 20, 2026 - 8:00 a.m. to 5:00 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. DEPARTMENT UPDATES - ROAD & BRIDGE
Jason Wilkinson, R&B Superintendent; John Shepherd, Foreman; Todd Mattson, HDR Engineering Inc.
3. 9:15 A.M. VYVE BROADBAND

Tony Carroll, Vyve Broadband
 - CR/2 Anderson Dairy Road Cable Installation
4. 9:30 A.M. DEPARTMENT UPDATES - HUMAN RESOURCES
Kristin Watson, HR Director
5. 10:30 A.M. UPDATES - RIDGEWATER SPECIAL IMPROVEMENT DISTRICT

Deanna Byler, Cody Gallinger - Board Members
6. 11:00 A.M. CONVERSE COUNTY SHERIFF'S OFFICE

Clint Becker, Sheriff
7. 11:30 A.M. UPDATES - LAPRELE IRRIGATION DISTRICT

LaPrele Irrigation District Board of Directors; Staff; HDR Engineering, Inc.
 - Potential Design Changes
Documents:

[EN103 - NORTH STAGING AREA BK-R1.PDF](#)
8. 12:00 P.M. RECESS FOR LUNCH
9. 1:00 P.M. DEPARTMENT UPDATES - PUBLIC HEALTH

Darcey Cowardin, Public Health Nurse Manager

10. 1:30 P.M. BOARD INTERVIEWS/APPOINTMENTS

- Glenrock Solid Waste Disposal District

11. 2:00 P.M. DISCUSSION: WYDOT STIP BRIDGE & ROAD PROJECTS

- West Richards Street Bridge
- Antelope Creek Bridge
- Boxelder Road Bridge
- Road Projects

12. 2:30 P.M. UPDATES - FDL CONSULTING, LLC

Jessie Dykehouse, FDL Consulting, LLC

- Animal Shelter Expansion Project
- Glenrock Office Expansion Project
- Courthouse Renovation Project

13. 3:30 P.M. DISCUSSION: SLIB BOARD MEETING RE PRONGHORN H2 PROJECT

January 8, 2026, SLIB Meeting held in Douglas, Wy

- Pronghorn
- WCCA Zoning Document
- Board of Converse County Commissioners Official Statement

14. GENERAL COUNTY BUSINESS & ACTION ITEMS

Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants, Resolutions, Agreements/Amendments, etc.

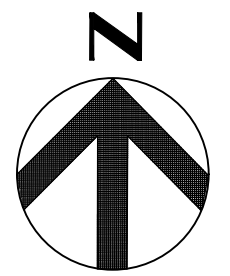
- Commission Minutes, January 6 & 7, 2026
- Amendment No. 1, CMAQ Agreement No. CM26201 Between WYDOT and Converse County
- Co-op Agreement, Converse County Firewise and Local Grant Program Administrator/Converse County
- Bore Permit Applications, Vyve Broadband, CR9/Chalk Buttes Road and CR64/Ridgewater Road
- Public Utilities Parallel Right of Way Permit Applications, Vyve Broadband, CR9/Chalk Buttes Road and CR64/Ridgewater Road
- Shooting Range Complex - Electrical Service

Documents:

[01.06.2026 OFFICIAL.PDF](#)
[CMAQ AMENDMENT NO. 1 CM26201 WITH SUMMARY OF CHANGES.PDF](#)
[COOP AGREEMENT, CONVERSE COUNTY FIREWISE AND LOCAL GRANT PROGRAM ADMINISTRATOR 2026-2027.PDF](#)
[VYVE PUBLIC UTILITIES PARALLEL ROW PERMIT CR9 CHALK BUTTES](#)

RD.PDF
VYVE PUBLIC UTILITIES PARALLEL ROW PERMIT APP CR64 RIDGEWATER
RD.PDF
VYVE BORE PERMIT CR9 CHALK BUTTES RD.PDF
VYVE BORE PERMIT CR64 RIDGEWATER RD.PDF

This agenda is subject to change at any time without notice. The Board may recess into Executive Session, if necessary, at any time. Previous versions of this agenda are available on this website at all times. A regular meeting will be held on Tuesday and Wednesday, February 3 and 4, 2026, at 8:00 a.m. unless otherwise posted. at the Converse County Courthouse within Commission Chambers, 107 N. 5th Street, Douglas, Wyoming. The public is invited to attend any Commissioner meeting. To get on the agenda, contact the County Clerk via email or by calling 307-358-2244 by the Thursday prior to the meeting. Per W.S. §18-3-516(f), access to county information can be obtained at the County's official website, www.conversecountywy.gov or by calling the County Clerk's Office 307-358-2244.



GENERAL NOTES
 1. LIMITS OF LAY DOWN AREAS AND BUILDINGS ARE APPROXIMATE.



PLAN VIEW
 SCALE: 1" = 50'

C:\P\WORKING\CENTRAL\1047617\EN103.DWG
03/08/2024 10:57:56 AM



ISSUE	DATE	DESCRIPTION
1	12/12/2025	WORK AUTHORIZATION PACKAGE #1 (EWP)

PROJECT MANAGER	C. FOREMAN
EOR	J. DEIBLE
CIVIL	J. DEIBLE
STRUCTURAL	T. FORD
GEOTECHNICAL	E. SCHLOSSER
PROJECT NUMBER	10417604

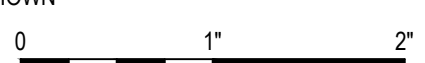
**WORK AUTHORIZATION #1
 EARLY WORK PACKAGE
 NOT FOR CONSTRUCTION
 DECEMBER, 2025**



LAPRELE DAM 

**NORTH STAGING AREA
 SWPPP BMP'S PLAN**

FILE NAME: EN103.DWG
 SCALE: AS SHOWN



SHEET
EN103

Unapproved Minutes
Board of Commissioners of Converse County
January 6 and 7, 2026

The regular meeting was called to order at 8:07 a.m. on January 6, 2026. Present in person were Commission Chairman, Jim Willox; Commission Vice-Chairman Rick Grant; and Commissioners Robert Short, Trent Kaufman, and Donald Blackburn. County Clerk, Karen Rimmer, was present remotely.

The Commissioners reviewed all warrants and documentation presented for the meeting. No action was taken.

Mr. Chris Caskey, Technical Services Director, provided departmental updates including Special Projects and an illegal subdivision that they are working through; multiple ongoing maintenance projects for County facilities; and updates on County Surveyor, GIS, IT, and janitorial. No action was taken.

Mr. Jason Wilkinson, Road & Bridge Superintendent; Mr. Dave Shaw, Road & Bridge Special Projects; and Mr. Todd Mattson and Kenny Sission, HDR Engineering, provided multiple departmental updates. Mr. Shaw provided an update on the current and prior CMAQ (Congestive Mitigation Air Quality) projects; following discussion, Mr. Grant moved to accept the Final Acceptance Certificate for the CMAQ CM25202 FY25 Dust Suppression Project as of January 6, 2026; Mr. Short seconded; motion carried. Mr. Mattson provided an overview of the status of major road construction projects. The Jenne Trail Road Reconstruction Project, Phase 3, will go to bid this week, and the Wyoming Office of State Lands and Investments has preliminarily approved a one-year Temporary Use Permit for Construction Activity for this project; final consideration will occur on February 5, 2026. Discussion followed regarding various requests from landowners along the route of the project, including approaches, auto gates (cattle guards), gates, and conduits. It was stated for the record that the landowners have been pleasant to work with. Mr. Short 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. Kaufman seconded and motion carried; the regular meeting recessed at 11:57 a.m. and reconvened at 12:08 p.m. No action was taken. Discussion continues regarding the LaPrele Dam Irrigation District dam reconstruction project and the County's efforts to purchase lands adjacent to Natural Bridge Park and the dam project. Mr. Wilkinson presented policies establishing guidelines for stop work and clean work areas; following discussion, Mr. Kaufman moved to approve the Road & Bridge policies for Stop Work and Clean Work Areas as presented; Mr. Short seconded; motion carried.

The minutes for the December 16, 2025, regular meeting and Executive Sessions were approved and ordered filed.

Mr. Kaufman moved to approve December warrants in the amount of \$4,036,745.41: 307 Shirts&More \$72 Svcs; 5 ACES Printing \$2,522.92 Printing; A Diamond Trucking \$13,710 Road Maint; AT&T \$2,369.24 Utilities; A1 Towing&Recovery \$385 Svcs; Advanced Animal Clinic \$30 Svcs; Advanced Geotechnical \$18,240 Road Maint; Airgas \$58.11 Svcs; Alcohol & Drug

Testing Services \$500 Svcs; ALSCO \$2,210.04 Svcs; Amazon \$7,223.30 Supplies; Anderson Jennifer \$192.15 Mileage; APCO International \$82 Dues; Arete Design Group \$19,312.78 Contract; Arrow Electric \$471.42 Svcs; Artistic Custom Badge \$418.70 Supplies; Atlas Office Products \$1,732.58 Supplies; Atlas Premier Service \$1,024.34 Lease; Atlas Reproduction/PEAC \$1,186.85 Lease; B & B Leasing Co \$1,285.97 Lease; B&B Aggregates \$472,500 Road Maint; Barnes Law \$264 Legal; Bennett, Sandra \$129 Svcs; Big Horn Services \$430 Svcs; Big Horn Tire \$11,178 Svcs; Bison Pump & Supply Inc \$2,942.98 Supplies; Black Hills Energy \$16,185.30 Utilities; Blackburn Cattle \$19,800 Road Maint; Blackburn, Donald \$254.58 Tech Reimb; Blend Coffee \$200 Wellness; Bliss, Mary \$273 Mileage; Bloedorn Lumber \$291.64 Supplies; Blue Collar Logistics \$17,280 Road Maint; Bob Barker Company \$813.75 Supplies; The Body Shop \$275 Wellness; Bomgaars \$822.84 Supplies; Bonanza Earth Relocators \$45,270 Road Maint; Boner Brothers \$3,975 Road Maint; Boys & Girls Club of Douglas \$7,375 Allocation; Brown, Kenneth \$216 Legal; Bryan C Cropper DMD PC \$190 Inmate Med; Budget Blinds of Casper \$400 Svcs; Carquest \$3,667.23 Supplies; CDW \$404.23 Equip; CentralTruck&Diesel \$10,381.14 Parts/Svc; CenturyLink \$5,239.42 Utilities; Certain Serenity Massage \$240 Wellness; Cigna Health \$380,649.64 Wellness; City of Douglas \$2,215.05 Ins; CivicPlus \$11,582.72 Utilities; CleverPath \$4,708.69 Svcs; Coca Cola Bottling \$29.25 Supplies; Colorado Automotive Supply \$132.04 Parts; Communication Technologies \$1,463.50 Svcs; Converse County Firewise \$5,100 Allocation; Converse County Search&Rescue Unit \$187.50 Retirement; Converse County Sheriffs Office \$38.00 Supplies; Converse Hope Center \$7,500 Allocation; Cowboy Chemical \$902.25 Supplies; Cowboy Supply House \$522.77 Supplies; Davies, Michael \$150 Reimb; Decker Auto Glass \$2,107.30 Svcs; Delta Dental \$11,901.50 Insurance; Dept of the Interior \$1,050 Contract; Dilts, Jerry \$2,265 Rent; Douglas Business Center \$204.75 Supplies; Douglas Community Club \$12,500 Allocation; Douglas Feed \$125 Wellness; Douglas FR&Embroidery \$528 Supplies; Douglas Grocery \$60.29 Supplies; Douglas Hardware \$424.50 Supplies; Douglas Med Spa \$60 Wellness; Douglas Tire Center \$8,121.48 Supplies; DRU Consulting \$2,125 Legal; E Benefits \$178.75 Ins; Earth Work Solutions \$247,268 Road Maint; Election Systems&Software \$876 Equip; The Enterprise \$31,999.05 Allocation; ESRI \$460 Svcs; Fastenal \$282.93 Supplies; FDL Architecture \$3,545.92 Svcs; Five Star Print and Promo \$816.55 Supplies; Floyd's Truck Center \$271.77 Supplies; FORCE America Distributing \$1,210.35 Supplies; Frazer Frigeration \$110 Svcs; Frontier Upfitting \$1,870 Svcs; Glaxosmithkline Financial \$4,575.17 Supplies; Glenrock Golf Club \$92,322.90 Svcs; Glenrock Main Street \$30,000 Allocation; Glenrock Super Foods \$99.98 Supplies; Gorman Funeral Homes \$3,380 Allocation; Grainger \$4,214.87 Supplies; Granite Telecommunications \$1,804.53 Utilities; Grant, Richard \$54.60 Mileage; Great America Financial \$236.06 Lease; H&J Trucking \$10,440 Road Maint; Hanlon, Cynthia \$120 Wellness; HDR Engineering \$178,506.67 Road Maint; Heintz Surveying \$3,510 Svcs; Hewlett, Jedidiah \$150 Reimb; High Country Behavioral Health \$5,416.66 Allocation; Hilltop National Bank \$308 Ins; Homax Oil Sales \$42,268.43 Svcs; Igo Oil Field \$14,790 Road Maint; IMA \$7,916.66 Svcs; Inner Strength Therapeutic Massage \$120 Wellness; International Academies \$225 Svcs; Interstate Power Systems \$1,252 Svcs; Jackson Group Peterbilt \$722.21 Parts; Jerry s Welding-Steel Fab \$300.64 Parts/Svcs; Justin Miller Trucking \$33,590 Road Maint; Kaspar Air Solutions

\$13,990 Svcs; Kaufman, Trent \$969.51 Tech Allow; KCK \$12,550 Road Maint; Kelly's Alignment \$535 Svcs; Kings Coat Painting \$7,380 Svcs; Knife River \$475,723.33 Road Maint; Koss, Eric \$2,383.85 Labor; Laramie Peak Humane Society \$2,083.33 Allocation; Laramie Range Water \$49 Svcs; Legend Services \$18,390 Road Maint; Lexisnexis \$1,916 Subscrip; Loco Luna \$16,400 Road Maint; Loenbro \$2,375.43 Svcs; Lopez, Jaqueline \$35 Mileage; Magnet Forensics \$9,540 Contract; Mark Hardee Attorney \$1,151.60 Legal; Massage Therapy by Silke Hodges \$480 Wellness; The Master's Touch \$383.33 Svcs; Matthiesen, Lindsey \$1,375.75 Svcs; Maverick Oilfield Services \$2,610 Road Maint; McKesson Medical \$504.58 Supplies; McKillip Trucking \$18,870 Road Maint; Memorial Hospital \$302,068.81 Allocation; Moore's Heavy Equipment \$26,120.18 Parts; Moose Lodge \$5,512 Empl Appreciation; Motion and Flow Control Products \$202.50 Parts; Motorola Solutions \$5,171.32 Svcs; Mountain Health \$6.22 Svcs; Mountain Retreat Massage \$60 Wellness; Mountain States Lithographing \$1,296.98 Supplies; Mountain West Technologies \$104.95 Utilities; N-ear Pro\$1,312.13 Supplies; Newman Signs \$365.40 Parts; Niobrara Electric \$79.40 Utilities; NMS Labs \$507 Svcs; Norco \$1,295.72 Supplies; O Reilly Automotive \$167.42 Supplies; ODP Business \$145.70 Supplies; Offender Watch \$110.66 Svcs; Olsen, Christie \$11,930 Road Maint; Outpatient Radiology \$3,226.99 Inmate Med; Palen Law Offices \$2,728 Legal; Parts One \$512.38 Parts; Peak Fitness \$350 Wellness; Peterson, Amber \$51.01 Reimb; Pimentel, Esther \$70 Mileage; Pitney Bowes \$334.83 Supplies; Plainsman Printing \$3,651.67 Supplies; Pope Construction \$275,339.45 Contract; Porter, Muirhead, Cornia&Howard \$35,000 Contract; Powder River Heating \$700 Svcs; PRIA \$170 Svcs; Price Pumping \$4,350 Road Maint; Price Trucking \$10,210 Road Maint; Principal Life Insurance \$3,607.63 Ins; Pure Raine Salon \$1,060 Wellness; PV Business \$298.50 Svcs; Quadient Leasing \$876.48 Lease; Quill Corporation \$447.36 Supplies; R & R Rest Stops \$370.50 Svcs; Range \$1,524.17 Supplies; Reaper Logistics \$24,800 Road Maint; Richardson Construction \$449,701.81Contract; Ricoh USA \$12.81 Svcs; Rocky Mountain Power \$23,669.99 Utilities; Rocky Mountain Wash \$72.35 Svcs; Ron s Supply \$43.99 Supplies; Russ's Towing&Recovery \$150 Aban Veh; Safety Kleen \$339.96 Supplies; Saltus Technologies \$1,050 Supplies; Sam s Club \$118.76 Supplies; Schubert, Arthur \$110 Reimb; Secretary of State \$60 Svcs; Shatto s Frontier Drug \$3,093.29 Allocation; Short Powerline \$7,218 Svcs; Short, Robert \$1,000 Tech Allow; ShredAmerica \$782.28 Svcs; Shuler Kristy \$105 Mileage; Smiley Face Logistics \$13,420 Road Maint; Smith Psychological \$800 Svcs; Specialized Pathology Consultants \$1,360 Svcs; State of WY \$76,800 Svcs; State of Wyoming \$143.14 Svcs; Stearns, Jane \$1,800 Svcs; Steiner Thuesen \$881.25 Svcs; Summit Food \$19,957.29 Svcs; Super Vacuum Manufacturing \$1,165.40 Supplies; TGOB Material \$40,653.77 Road Maint; Thalken, Twyla \$787.50 Svcs; Thompson, Bronwyn \$42 Mileage; Thomson Reuters \$1,020 Svcs; Thos Y Pickett \$13,000 Svcs; Top Office Products \$591.44 Lease; Town of Glenrock \$1,040.62 Utilities; Trane U S \$1,104.17 Parts/Svcs; Tyler Technologies \$46,561.77 Svcs; U S Postmaster \$2,590 Svcs; Univ Of Wyoming \$7,083 Reimb; UW 4-H in Converse County \$9.62 Reimb; Verizon Wireless \$1,274.99 Utilities; Visa \$14,677.98 Supplies/Equip; Visionary Communications \$144.21 Utilities; Vyve Broadband \$211.56 Utilities; Wear Parts \$213.02 Supplies; Western Dakota Energy Assoc \$100 Svcs; Western Skies Technology \$2,785 Svcs; Western Sunset \$32,061.46 Road Maint; Wildwood Tree

Srvc \$10,000 Svcs; Wilhelm, Evan \$25.18 Reimb; Willox Jim \$790.41 Tech Allow; WLC Engineering&Surveying \$6,745.75 Contract; WY Behavioral Institute \$8,294 Svcs; WY Child&Family Development \$1,749.99 Allocation; WY Clerk of District Court Assoc \$300 Svcs; WY Machinery \$23,398.57 Parts/Svcs; WY State Engineer's Office \$50 Svcs; WY State Fair Foundation \$5,000 Allocation; Wyoming Safety Supply \$1,500 Supplies; Youth Development Services \$4,166.66 Allocation; Z Lazy Y Trucking \$13,130 Road Maint; Zoro Tools \$62.91 Supplies; November 2025 monthly report: Sheriff \$1,481.95; December 2025 monthly reports: Clerk \$38,766.20; Clerk of District Court \$5,446.56; Public Health \$23,375.90; Mr. Grant seconded; motion carried with Commissioners abstaining from warrants pertaining to themselves.

Mr. Short moved to accept the letter from the Douglas Trap Club and extend the lease agreement between Converse County and the Douglas Trap Club through November 3, 2027, as allowed per lease language; Mr. Blackburn seconded; motion carried.

Mr. Short moved to make the Douglas Budget the Official County Newspaper of general circulation for Converse County for the 2026 calendar year; Mr. Kaufman seconded; motion carried.

The Commissioners discussed recent work performed without a permit by Vyve Broadband along CR2/Anderson Dairy Road and concurred that the work should be completed to specifications for county roads. Mr. Blackburn moved to approve a bore permit and a public utilities parallel right-of-way permit for Vyve Broadband along CR2/Anderson Dairy Road for a 1.25-inch HDPE pipe for a coaxial line contingent upon payment; Mr. Grant seconded; motion carried.

Notification was received from Office of the Wyoming State Public Defender of the appointment of Ms. Dina Hardwick as a full-time Appellate Counsel for our judicial district as of December 22, 2025.

The regular meeting recessed at 1:05 p.m. and reconvened at 8:14 a.m. on January 7, 2026. All Commissioners and Clerk Rimmer were present in person.

Mr. Grant moved to recess into Executive Session pursuant to W.S. 16-4-405(a)(iii) to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party; and 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. Short seconded; motion carried. The regular meeting recessed at 8:14 a.m. and reconvened at 8:41 a.m. No action was taken.

A County-wide business review meeting was held for elected officials, department heads, and supervisors. Updates were provided by Public Health, Assessor, Clerk of District Court, Extension, Clerk, and Commissioners; no action was taken.

Representatives of WYDOT presented the 2027-2032 STIP (State Transportation Improvement Program), including an overview of all the upcoming projects within District 2 and Converse County specifically. A system overview was provided, as well as project bids currently being let; priority routes; budget overview; multiple maintenance projects for roads and bridges; and future needs. The Commissioners asked about commercial truck inspections as well as state

webcams and the ability for Counties to tie into that mesh network; more discussions will be held. No action was taken.

Ms. Jessie Dykehouse, FDL Consulting, LLC, provided updates on the Animal Shelter Expansion Project and the Glenrock Office Renovation Project. The Animal Shelter Project is on schedule and foundation work continues. The Glenrock Office Renovation Project was discussed along with outcomes of testing to determine the type and depth of the existing foundation, which is grossly inadequate. A structural engineering report will be completed and presented at a subsequent meeting, at which time the Commissioners will determine next steps. The Courthouse Renovation Project was also discussed; the structural and electrical engineers will be completing assessments on the building, and Ms. Dykehouse will be providing draft recommendations at the next Commission meeting. No action was taken.

The meeting recessed at 12:00 p.m. and reconvened at 1:30 p.m.

The Commissioners interviewed Mr. Bruce Vinnola as an applicant for the Converse County Airport Board. No action was taken.

Mr. Mike Jennings, Relic Services, LLC, provided updates on the Shooting Complex Improvement Project including updates on the drainage and runoff existing conditions and recommendations from ECS Engineers and additional wind damage sustained to the shelters and fencing. Next steps include the development for a budget for FY2027. No action was taken.

Mr. Kaufman moved to reappoint Mr. Bill Russell to the Converse County Airport Board for a five-year term from February 1, 2025, to January 31, 2030; Mr. Short seconded. The Commissioners thanked both Mr. Russell and Mr. Vinnola for applying for the position and agreed that they had two very qualified applicants to choose from. No further discussion and motion carried.

Mr. Kaufman moved to approve the advertising agreement between Converse County and the Douglas Budget for a term from January 2026 through December 2027 at a cost of \$18.00 per column inch with a minimum of 31.5 columns per week in both the Douglas Budget and Glenrock Independent newspapers; Mr. Blackburn seconded; motion carried.

A regular meeting of this Board will be held on January 20, 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: January 21, Douglas Budget & Glenrock Independent

Contract #: 253151

Entry Date: 1/7/2026 12:03:47 PM

Department: Wyoming Department of Transportation, Local Government

Agency Contact: Desrosiers, Samuel

Phone: 3077774179

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JAN 13 2026

Nicholas T. Garcia
APPROVED AS TO FORM

Client Comments:

Contractor/Vendor Name: Converse County

Contract Title: CM26201 - Converse County Commissioners

Contract Type: Amendment

Contract Amount: 0.0000

Contract Effective Date:

Contract Expiration Date: 12/31/2028 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Nick Garcia

**AMENDMENT ONE
TO THE FISCAL YEAR (FY) 2026
CONGESTION MITIGATION AIR QUALITY PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION, LOCAL GOVERNMENT
COORDINATION OFFICE
AND THE
CONVERSE COUNTY**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation, Local Government Coordination Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Converse County (Subrecipient), whose address is: 107 North 5th Street, Suite 114, Douglas, Wyoming 82633-2448.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to replace Attachment A with Attachment A-1.

The original Agreement, dated November 13, 2025, set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the subaward of federal financial assistance from WYDOT to the Subrecipient for the Wyoming Congestion Mitigation Air Quality Program for a total Agreement amount of six hundred twenty-five thousand dollars (\$625,000.00) with an expiration date of December 31, 2028.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. As of the Effective Date of this Amendment, Attachment A, Federal Award Information, which was attached to the original Agreement, is superseded and replaced by Attachment A-1, Revised Federal Award Information, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to "Attachment A" in the original Agreement are amended to read: "Attachment A-1".
5. **Amended Responsibilities of the Subrecipient.** Responsibilities of the Subrecipient have not changed.
6. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT have not changed.

7. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between WYDOT and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. General Provisions.

- A. Entirety of Agreement.** The original Agreement, consisting of seventeen (17) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, Project Description, consisting of three (3) pages; Attachment C, Proposed Roadways, consisting of one (1) page; Attachment D, Form FHWA-1273, consisting of fourteen (14) pages; Attachment E, Project Milestones, consisting of one (1) page; the Federal Contract Provisions; this Amendment One, consisting of three (3) pages; and Attachment A-1, Revised Federal Award Information, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, either personally or through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

Mark Wingate, P.E., Systems Planning Engineer

Date

ATTEST:

Signature

Print Name, Title

THE CONVERSE COUNTY:

Signature

Print Name, Title

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Nicholas T. Garcia, Assistant Attorney General

11/3/26
Date

Summary of Changes to CM26201 Agreement

1. Hard dates entered (previously were listed as “Term Start Date”, replaced with “January 1, 2026” in the following sections:
 - a. “Period of Performance Start and End Date”
 - b. “Budget Period Start and End Date”
2. Change in terminology from “Federal Funds Obligated” to “Federal Award Original Agreement”
3. Addition of “Federal Award this Amendment One: \$0.00”
4. Change in Assistance Listing No.: from “20.205” to “20.268”
5. Footer change from Attachment “A” to “A-1”

Attachment A-1
Revised Federal Award Information

Federal Award Information - Required by 2 CFR § 200.332

Subrecipient Name: County of Converse	Subrecipient Unique Entity Identifier (UEI): SLXEVKJJ9H9
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: January 1, 2026, through December 31, 2028	Budget Period Start and End Date: January 1, 2026, through September 30, 2028
Federal Award Original Agreement: \$500,000.00	Total Federal Award to Subrecipient: \$500,000.00
Federal Award this Amendment One: \$0.00	
Total Project Cost: \$625,000.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: 307-772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Cole Bostron Telephone: 307-777-4862 Email: cole.bostron@wyo.gov
Subrecipient Contact: Dave Shaw Phone: 307-358-3602 Email: Dave.Shaw@conversecountywy.gov	WYDOT Contact for Confirmation of Funds: Telephone: 307-777-4862 Email: cole.bostron@wyo.gov
Assistance Listing No.: 20.268	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: FY26 Dust Suppression	Subrecipient County: Converse
Project Number: CM26201	

Attachment A
Federal Award Information

Federal Award Information - Required by 2 CFR § 200.332	
Subrecipient Name: County of Converse	Subrecipient Unique Entity Identifier (UEI): SLXEVKJJ9H9
Federal Award Identification Number (FAIN): To be provided via agreement update letter	Federal Award Date: To be provided via agreement update letter
Period of Performance Start and End Date: Term Start Date through December 31, 2028	Budget Period Start and End Date: Term Start Date through September 30, 2028
Federal Funds Obligated: \$500,000.00	Total Federal Award to Subrecipient: \$500,000.00
Total Project Cost: \$625,000.00	
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: 307-772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Alyssa Quinn Telephone: 307-777-4451 Email: Alyssa.Quinn1@wyo.gov
Subrecipient Contact: Dave Shaw Phone: 307-358-3602 Email: Dave.Shaw@conversecountywy.gov	WYDOT Contact for Confirmation of Funds: Telephone: 307-777-4862 Email: cole.bostron@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: FY26 Dust Suppression	Subrecipient County: Converse
Project Number: CM26201	

IAN 15 2026

COOPERATIVE AGREEMENT FOR THE SUB-AWARD OF THE

2022 Western States Wildland Urban Interface Grant #22-DG-11021600-021; CFDA #10.664

2022 Community Assistance Funding on Adjacent Lands-Hazardous Fuels Reduction Grant, Esterbrook, Grant # 22-DG-11021600-004; CFDA #10.697

2023 Community Assistance Funding on Adjacent Lands-Hazardous Fuels Reduction Grant, Esterbrook, Grant # 23-DG-11021600-040; CFDA #10.697

2025 Community Assistance Funding on Adjacent Lands-Hazardous Fuels Reduction Grant, Esterbrook, Grant # 25-DG-11021600-043; FAL #10.697

**BETWEEN
CONVERSE COUNTY FIREWISE
AND**

LOCAL GRANT PROGRAM ADMINISTRATOR-CONVERSE COUNTY

1. Parties. This Agreement is made and entered into by and between the Converse County Firewise Committee and Converse County, the Local Grant Program Administrator (LGPA).

2. Purpose. The purpose of this Agreement is to provide for the financial administration of the 2022 Western States Wildland Urban Interface Grant; 2022 Community Assistance Funding on Adjacent Lands Hazardous Fuels Reduction Grant, Esterbrook; 2023 Community Assistance Funding on Adjacent Lands Hazardous Fuels Reduction Grant, Esterbrook; 2025 Community Assistance Funding on Adjacent Lands Hazardous Fuels Reduction Grant, Esterbrook sub-awarded to the LGPA.

3. Term of Agreement. This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until January 31, 2027.

4. Responsibilities of the LGPA. The LGPA agrees to serve as a sub-recipient for Converse County Firewise for the purpose of receiving and disbursing funds from the State of Wyoming, Forestry Division. By this action, Converse County agrees to:

A. Establish a separate accounting record for both revenues and disbursements for Grants #22-DG-11021600-021, #22-DG-11021600-004, #23-DG-11021600-040 and #25-DG-11021600-043 amount not to exceed:

\$98,500.00 for Grant 22-DG-11021600-021

\$104,200.00 for Grant 22-DG-11021600-004

\$112,100.00 for Grant 23-DG-11021600-040

\$243,000.00 for Grant 25-DG-11021600-043

B. Provide for the disbursement of grant funds by accepting and processing reimbursement requests from the Converse County Firewise Coordinator. Requests may include anticipated expenditures for the following month.

C. Adhere to audit requirements in accordance with the provisions of OMB Circular A-133 should Converse County spend more than \$500,000 annually in federal assistance.

5. Responsibilities of the Converse County Firewise Committee. The Committee will be responsible for all other requirements as they relate to the administration of the above referenced grants. By this action, Converse County Firewise agrees to:

- A. Submit an Annual Budget to the Converse County Commissioners by April 30, 2026.
- B. Comply with Generally Accepted Accounting Principles (GAAP) in the administration of grant awards and provide Converse County a copy of financial records upon request.
- C. Adopt and follow Converse County's policies for procurement.

This Cooperative Agreement may be modified or amended by written agreement between the Converse County Commissioners and Converse County Firewise. Each party shall have the right to terminate this Cooperative Agreement by giving at least one months' notice in writing to the other party at any time.

This agreement expires on January 31, 2027.

Signed: Tim L. Pexton

Date: Jan 2, 2026

Tim Pexton, Chairman, Converse County Firewise

Signed: _____ Date: _____

Jim Willox, Chairman, Converse County Commission

Signed: _____ Date: _____

Joel Schell, Converse County Treasurer

For Administrative Use Only
Permit # _____
Check # _____ Date _____
Inspections _____

**Converse County
Public Utilities Parallel Right-of-Way Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of existing Coaxial Line. (For cable TV, Internet & Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number 9, commonly referred to as the Chalk Buttes Road, located in: T32N R72W Section 24 (Township, Range, and Section), mile marker _____ on CR 9, with Latitude 42.73345° and Longitude W 105.43311° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.

6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

11. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

12. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

13. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

14. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

15. That the Permittee agrees to the following fee schedule as applicable:

FEE SCHEDULE

\$25 Parallel Right-of-Way Fee up to five (5) miles

\$25 Fee per each additional five (5) miles

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

16. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

17. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

18. All approaches will be bored unless prior Converse County Road & Bridge Superintendent approval is received.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access _____.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this _____ day of _____, _____.

Board of Commissioners
Converse County, Wyoming

Chairman

Attest:

Received and Approved By:

Road & Bridge Foreman

Permittee

Michael Smith
Printed Name of Permittee

234 n Windriver Dr
Address of Permittee

Douglas WY 82633
City, State, and Zip Code

307-359-2583
Contact Phone Number

Michael.Smith@Vyrebb.com
Email Address of Permittee

 Technical Operations Manager
Signature and Title

**Converse County
Public Utilities Parallel Right-of-Way Permit**

Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: _____

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

The above company has my permission to bore from my land located:

Road Number _____ Mile Marker _____

Township _____ Range _____ Section _____

Latitude _____, Longitude _____ at center line of road
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: _____
Landowner

Date: _____

Signature: _____
Company Representative

Date: _____

Printed Name: _____

For Administrative Use Only

Permit # _____

Check # _____

Date _____

Inspections _____

**Converse County
Public Utilities Parallel Right-of-Way Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that VYve Broadband (Mike Smith) (applicant) of VYve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of Existing Coaxial Line. (For Cable TV
Internet & Phone Services)

; that the location of such activity shall be limited to that portion of Converse County Road Number 64, commonly referred to as the Ridgewater Road, located in: T32N R12W Sec 12 (Township, Range, and Section), mile marker _____ on CR 64, with Latitude 42.73748 and Longitude W 105.43339 (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
3. That the permit herein given is exclusive and shall not be assigned, modified, or otherwise transferred without the prior written consent of the Board.
4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
5. That public utilities including but not limited to; utility line poles, cables, and all buried public utilities will be as far as possible from the center line of the road, and in no case will the poles be closer than twenty-eight (28) feet from the center line of the road without the expressed written consent of the Board.

6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

11. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

12. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

13. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

14. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

15. That the Permittee agrees to the following fee schedule as applicable:

FEE SCHEDULE

\$25 Parallel Right-of-Way Fee up to five (5) miles

\$25 Fee per each additional five (5) miles

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

16. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

17. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

18. All approaches will be bored unless prior Converse County Road & Bridge Superintendent approval is received.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access _____.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this _____ day of _____, _____.

Board of Commissioners
Converse County, Wyoming

Chairman

Attest:

Received and Approved By:

Road & Bridge Foreman

Permittee

Michael Smith
Printed Name of Permittee

234 N Windriver Dr
Address of Permittee

Douglas WY 82633
City, State, and Zip Code

307-359-2583
Contact Phone Number

Michael.Smith@uyocbb.com
Email Address of Permittee

 Technical Operations Manager
Signature and Title

For Administrative Use Only

Permit # _____

Check # _____

Date _____

Inspections _____

Converse County Bore Permit

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of existing Coaxial Line. (For cable TV, Internet, & Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number _____, commonly referred to as the Chalk Buttes Road, located in: T32 N R72 W Section 24 (Township, Range, and Section), mile marker _____ on CR 9, with Latitude N 42.73345° and Longitude W 105.43311° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
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4. That the facility of the Permittee shall be placed in such a manner as will conform with recognized standards and applicable federal, state or local laws and ordinances and as otherwise directed by the Board.
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6. That utility lines and cables be buried at a minimum depth of seventy-two (72) inches. All other utilities shall be buried at the depth required by federal, state, and local laws. All bores within the right-of-way must be a minimum of ten (10) feet below the lowest point of the right-of-way.

7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

9. During all times of construction, maintenance and/or repair, the Permittee shall be responsible for the placement of proper advisory signs on either side of the work area, as regulated in the latest edition of the MUTCD for streets and highways, or additionally as the Board or its representatives may direct, for the purpose of cautioning travelers upon county roads of construction activities and that danger exists; and, otherwise to take all reasonable measures to prevent injury to persons and/or property.

10. All equipment used during construction, maintenance, and/or repair is properly registered, including, but not limited to Wyoming Mobile Machinery Stickers & Vehicle Registrations.

11. The Permittee agrees to repair, to the satisfaction of the Board or its representatives, any portion of the county highway or right-of-way to a condition equal to or better than its condition prior to the commencement of the Permittee's operations.

12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

15. Permittee is responsible for all damages caused by activities outside of the scope of this permit.

16. That the Permittee agrees to the following fee schedule as applicable:

FEE SCHEDULE

\$125 Bore Fee per hole

\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access _____.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this ____ day of _____, _____.

Board of Commissioners
Converse County, Wyoming

Permittee

Chairman

Michael Smith
Printed Name of Permittee

234 N Windriver Dr
Address of Permittee

Attest:

Douglas WY 82633
City, State, and Zip Code

307-359-2583
Contact Phone Number

Received and Approved By:

Michael.Smith@Vyvebb.com
Email Address of Permittee

Road & Bridge Foreman


Signature and Title Technical Operations Manager

**Converse County
Bore Permit**

Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: _____

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

The above company has my permission to bore from my land located:

Road Number _____ Mile Marker _____

Township _____ Range _____ Section _____

Latitude _____, Longitude _____ at center line of road
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: _____
Landowner

Date: _____

Signature: _____
Company Representative

Date: _____

Printed Name: _____

For Administrative Use Only
Permit # _____
Check # _____ Date _____
Inspections _____

**Converse County
Bore Permit**

CONVERSE COUNTY, acting by and through its Board of Commissioners, hereinafter referred to as the "Board", hereby evidences its permission that Vyve Broadband (Mike Smith) (applicant) of Vyve Broadband (company), State of WY, may conduct the following activities within the right-of-way easement granted heretofore to Converse County for a county highway, to wit:

Replacement of Existing Coaxial Line. (For cable TV, Internet and Phone Services.)

; that the location of such activity shall be limited to that portion of Converse County Road Number 64, commonly referred to as the Ridge Water Road, located in: T32N R72W Section 13 Township, Range, and Section), mile marker _____ on CR 64, with Latitude N 42.73748° and Longitude W 105.43339° (please use decimal degree format to four (4) digits right of the decimal) at center line of road.

The Permittee hereby acknowledges and agrees to as follows:

1. That the permit hereby allowed is conditional to the extent that the right-of-way granted to Converse County may have been given for the limited and expressed purposes of laying out, constructing and maintaining a county highway and that the Permittees may be in conflict therewith, and therefore, subject to objection by the grant of the right-of-way or his heirs, executors administrators, successors or assigns, in which event it may be necessary and required that the Permittee remove his activity and facilities from the right-of-way, in the alternative, to make appropriate agreements with the grantor of the right-of-way, or his heirs, executors administrators, successors or assigns for the additional use.
2. That the Permittee shall forever indemnify the County of Converse, its Board and its officers, agents and employees and otherwise hold them harmless from all liability or expense for damage to the property of others or for injury to or death of any person arising wholly or in part or in connection with the construction, maintenance, or use of such facility by the Permittee.
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7. Approval of this agreement for use of the right-of-way requires the public utility to move or adjust its equipment at its expense when determined by the Board that such is necessary.

8. The facilities of the Permittee shall in no way interfere with, or encroach upon, the use of the county road by the public; provided however, that in instances whereby it becomes necessary for the Permittee to traverse the roadway, notice of such intent shall be given to the Road & Bridge Department, not less than five (5) days prior to commencing work. Such activity shall be subject to the supervision and inspection by the Board or its representatives, and Permittee shall place and maintain permanent type markers on each side of the road, at places designated by the Road & Bridge Department, noting the location, direction, and phone contact information of said traversing facility.

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12. The facilities of the Permittee shall not be installed under any circumstances without prior written permission of the Superintendent of the Road & Bridge Department within ten (10) feet of the traveled portion of the county road.

13. Any alteration or modification of the facility, located within the right-of-way, requested or directed by the Board or its representatives shall be commenced and completed without delay by the Permittee at its sole expense.

14. That by its signature and seal affixed hereto does hereby accept and confirm all of the conditions and terms hereby imposed upon the Permittee and agrees to its binding effect.

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\$100 Inspection Fee for locations within twenty (20) air mile radius of Road & Bridge Office

\$150 Inspection Fee for locations greater than twenty (20) air mile radius of Road & Bridge Office

17. The Road & Bridge Headquarters is 44 Twin Bridges Road, Douglas, WY 82633, with a mailing address of P.O. Box 770, Douglas, WY 82633, and Latitude of 42.7697° and Longitude of -105.3837°.

18. UTILITY ADJUSTMENTS: It will be the responsibility of the applicant to notify all utilities before construction work begins. Failure to do so may result in personal injury and very costly repair of the utility at the expense of the applicant. (There are many underground utilities located within Converse County right-of-ways.) If utility adjustments are required, the applicant will be responsible for all associated costs.

19. This permit does not grant ANY access to and from the County roadway. If a temporary access is needed please initial on this line and apply for a temporary access _____.

All checks must be addressed to Converse County Road & Bridge and accompany each permit application prior to action by the County.

IN WITNESS WHEREOF, the Permittee and the Board of County Commissioners have set their respective hands and seals this _____ day of _____, _____.

Board of Commissioners
Converse County, Wyoming

Permittee

Chairman

Michael Smith
Printed Name of Permittee

234 N Windriver Dr
Address of Permittee

Attest:

Douglas WY 82633
City, State, and Zip Code

307-359-2583
Contact Phone Number

Received and Approved By:

Michael.Smith@Vyvebb.com
Email Address of Permittee

Road & Bridge Foreman


Signature and Title Technical Operations Manager

**Converse County
Bore Permit**

Land Owner Permission

I, the undersigned property owner, acknowledge that,

Company: _____

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

The above company has my permission to bore from my land located:

Road Number _____ Mile Marker _____

Township _____ Range _____ Section _____

Latitude _____, Longitude _____ at center line of road
(please use decimal degree format to 4 digits right of the decimal)

By signing below, I acknowledge that I have an agreement with the above company.

Signature: _____
Landowner

Date: _____

Signature: _____
Company Representative

Date: _____

Printed Name: _____