

# CONVERSE COUNTY COMMISSION MEETING

February 4, 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. RECONVENE COMMISSION MEETING  
**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. 9:00 A.M. COUNTY BUSINESS REVIEW - COUNTY DEPARTMENTS  
All County Departments
3. 10:00 A.M. UPDATES - 1876 RESOURCES  
  
*Trenton Rico, 1876 Resources*
4. 10:30 A.M. DEPARTMENTAL UPDATES - COUNTY ASSESSOR  
  
*Dixie Huxtable, County Assessor*
  - Mapserver Review
5. 11:00 A.M. UPDATES - VYVE BROADBAND  
  
*Tony Carroll and Mike Smith, Vyve Broadband*
  - Projects along CR1/Irvine Road, CR2/Anderson Dairy Road, CR9/Chalk Buttes Road, and CR64/Ridgewater Road
6. 12:00 P.M. RECESS: LUNCH MEETING WITH MHCC LEADERSHIP
7. 1:30 P.M. UPDATES - FDL CONSULTING, LLC  
  
*Jessie Dykehouse and Getty Babbitt, FDL Consulting*
  - Animal Shelter Expansion Project
  - Glenrock Office Renovation Project
  - Courthouse Level 1 & 2 Study
8. GENERAL COUNTY BUSINESS & ACTION ITEMS  
Meeting Minutes, Monthly Warrants, Monthly Reports, Tax Refunds & Cancellations, Void Warrants, Resolutions, Agreements/Amendments, etc.

- Commission Minutes, January 20, 2026
- Notice of Acceptability of Work, Lambert Subdivision Improvements Project
- WY DEQ Certification of Completion, Lambert Subdivision Improvements Project
- Change Order No. 2, Jenne Trail Road Reconstruction Project Phase 2
- Douglas Derby Club and Wyoming Downs, Semi-Annual Updates
- 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
- Potential Action Items: Technical Services Policies - Uniforms/Maintenance, IT Data Governance, Internships

Documents:

[LAMBERT SUBDIVISION NOTICE OF ACCEPTABILITY OF WORK.PDF](#)  
[LAMBERT SUBDIVISION IMPROVEMENTS DEQ CERTIFICATION OF COMPLETION.PDF](#)  
[JENNE TRAIL PHASE 1 CHANGE ORDER NO.1 SIGNED - PROJECT COMPLETION.PDF](#)  
[SEMI-ANNUAL UPDATE DOUGLAS DERBY AND DOWNS JAN. 2026.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](#)

9. OTHER UPCOMING EVENTS

- Feb 3&4, 8a-5p - Commissioner Meeting (1st Tues/Wed of each month)
- Feb 3, 7a - Elected Officials Breakfast Meeting, MHCC Boardroom
- Feb 4, 7a - City/County Breakfast Meeting, MHCC Boardroom
- Feb 9, 10a - 2026 Legislative Session Convenes
- Feb 11-13 - WCCA, WAM, and CCAW Legislative Conferences, Cheyenne
- Feb 16, All Day - HOLIDAY, President's Day, County Offices Closed
- Feb 17, 8a-5p - Commissioner Meeting (3rd Tues of each month)
- Feb 17, 3p - Planning & Zoning Commission Meeting (3rd Tues of each month)
- Feb 19, 9a - CCJJC Joint Powers Board Meeting (3rd Thurs of each month)
- 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)

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, February 17, 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](http://www.conversecountywy.gov) or by calling the County Clerk's Office 307-358-2244.

1/26/26

## NOTICE OF ACCEPTABILITY OF WORK

Owner: Converse County, WY  
Engineer: HDR Engineering Inc  
Contractor: JTL Group, Inc., dba Knife River  
Project: Lambert Subdivision Sewer & Water  
Main Improvements

Owner's Project No.:  
Engineer's Project No.: 10394828  
Contractor's Project No.:

Contract Name: Agreement between Owner and Contractor for Construction Contract (Stipulated Price)  
Notice Date: January 22, 2026                      Effective Date of the Construction Contract: March 4, 2025

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated: March 4, 2025 ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

In addition, Item no. 2805.01 of Schedule B was set-off from payment within Knife River's payment request due to defective work. Converse County and City of Douglas agreed to Knife River's completion of Item no. 2805.01 in Spring 2026.

A Certificate of Substantial Completion sent by HDR Engineering to the Converse County and Knife River on November 11, 2025 describes known and potential warranty items with a correction deadline of Spring 2026.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): Phillip Stump

Name (printed): Phillip Stump

**CONTRACTOR'S AFFIDAVIT AND STATEMENT AS TO PAYMENT AND FINAL SETTLEMENT**

JTL Group, Inc. dba Knife River having been first duly sworn on oath deposes and says:

That all claims for material and labor, performed under a contract for public works heretofore entered into with: Board of County Commissioners of Converse County, Wyoming for construction work known as: Lambert Subdivision Sewer & Water Main Improvements have been and are paid for the entire period of time for which the final payment is to be made, to wit, commencing March 4, 2025 and ending December 5, 2025; with the exception of those disputed claims for material or labor hereunder enumerated.

In addition, an exception of payment is item no. 2805.01 in Schedule B which was set-off from payment within Knife River's payment request due to defective work. Converse County and the City of Douglas agreed to Knife River's completion of Item no. 2805.01 in Spring 2026 during a weekly construction update meeting. A Certificate of Substantial Completion sent by HDR Engineering to Converse County and Knife River on November 11, 2025 describes known and potential warranty items with a correction deadline of Spring 2026.

This affidavit is made pursuant to the provisions of Wyo. Stat. § W.S. 16-6-117, 1987 as amended.

Phil Ostrander  
Signature

Phil Ostrander  
Printed Name of Contractor

Estimator / PM  
Title

ATTEST:

April Randall  
Secretary

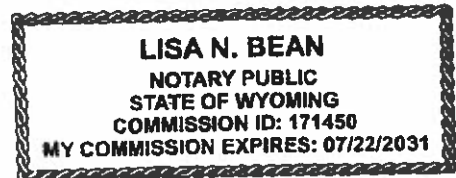
STATE OF WY ) ss.

COUNTY OF Natrona )

Subscribed in my presence and sworn to before me this 9th day of January, 2026.

Lisa N. Bean  
Notarial Officer (SEAL)

My Commission Expires 7/22/31







## CERTIFICATION OF COMPLETION

In accordance with the condition of the Wyoming Department of Environmental Quality/Water Quality Division Permit to Construct No. \_\_\_\_ - \_\_\_\_\_, for \_\_\_\_\_ (Facility) requiring submittal of this Certification of Completion within sixty (60) days of completion of the Facility, I hereby certify:

1. Construction of the permitted Facility was completed on \_\_\_\_\_ (DATE) and the Facility was placed in operation on \_\_\_\_\_ (DATE).
2. Construction was completed in accordance with the following: (Check the appropriate option)
  - The Facility was constructed in compliance with all terms and conditions of the permit including the design report, plans, specifications, design data, or other information submitted in support of the application.
  - The Facility was constructed with changes or modifications in accordance with the provisions of Section 12, Chapter 3, Wyoming Water Quality Rules and Regulations. As-built plans and specifications, certified by a Wyoming registered professional engineer are enclosed. Certification by an engineer is not required if the original application was not certified by an engineer.

\_\_\_\_\_  
Facility Owner (print or type)

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Engineer (print or type)

*Phillip Stump*  
\_\_\_\_\_  
Engineer Signature

\_\_\_\_\_  
Date 01/26/2026

## CHANGE ORDER NO.: 1

Owner:	Converse County, Wyoming	Owner's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10333900
Contractor:	JTL Group, Inc. dba Knife River	Contractor's Project No.:	
Project:	Jenne Trail Road Phase 2 Reconstruction		
Contract Name:	Jenne Trail Road Phase 2		
Date Issued:	11/10/2025	Effective Date of Change Order:	11/10/2025

The Contract is modified as follows upon execution of this Change Order:

**Description:**


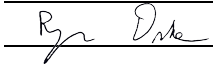
Final Change Order to zero out Contract amounts remaining.

**Attachments:**

Quantity Adjustment(s) Worksheet

**Change in Contract Times**  
 [State Contract Times as either a specific date or a number of days]

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 12,454,584.50	Original Contract Times: Substantial Completion: 160 Working Days Ready for final payment: 20 Working Days
<del>{} Increase</del> <del>{} Decrease</del> from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ 0.00	<del>{} Increase</del> <del>{} Decrease</del> from previously approved Change Orders No.1 to No.[Number of previous Change Order]: Substantial Completion: - 0 Ready for final payment: - 0
Contract Price prior to this Change Order: \$ 12,454,584.50	Contract Times prior to this Change Order: Substantial Completion: 160 Working Days 20 Working Days 10 Working Days
<del>{} Increase</del> <del>{} Decrease</del> this Change Order: \$ (751,331.45)	<del>{} Increase</del> <del>{} Decrease</del> this Change Order: Substantial Completion: - 0 Ready for final payment: - 0
Contract Price incorporating this Change Order: \$ 11,703,253.05	Contract Times with all approved Change Orders: Substantial Completion: 160 Working Days 20 Working Days 10 Working Days

By:  Title: Project Manager Date: 11/10/25	Engineer Owner _____ _____ _____
By:  Title: Project Manager Date: 11/11/2025	Contractor _____ _____ _____



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January 23, 2026

Converse County Commissioners  
Attn: James Willox, Chairman  
107 N. 5th Street, Suite 114  
Douglas, WY 82633  
[jim.willox@conversecountywy.gov](mailto:jim.willox@conversecountywy.gov)  
Via Email and U.S. Mail

Re: Semi-Annual Update on Douglas Derby Club 1793 Muirfield Court and  
Wyoming Downs, LLC 1450 North Riverbend Drive

Dear Chairman Willox:

This letter is to meet our semi-annual reporting requirement as outlined in Converse County Resolution No. 20-22 Approving 307 Horse Racing, LLC to Conduct Pari-Mutual Wagering and Simulcast Events Within Converse County, which passed on December 20, 2022 and Resolution No. 06-23 Approving Wyoming Downs, LLC to Conduct Pari-Mutuel Wagering nad Simulcast Events Within Converse County.

Please see our local tax report summary for the current six-month period, attached hereto as Exhibit A. As of this date, we do not have any operational issues to report. We currently employ approximately 30 employees between both properties. Full-time employees are eligible for benefits including health insurance.

If you have any questions about this request or need additional information, please let me know right away and I can supplement this letter immediately.

Sincerely,

A handwritten signature in blue ink that reads 'Traci Lacock'.

Traci L. Lacock  
General Counsel

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Exhibit A:

**Converse County/City of Douglas Total Tax Revenue from 307 Horse Racing, LLC by Month**

June 2025 – \$30,578.48

July 2025 – \$34,359.83

August 2025 – \$33,386.18

September 2025 - \$33,126.60

October 2025- \$30,303.19

November 2025 – \$29,705.67

December 2025- \$39,564.03

**Converse County/City of Douglas Total Tax Revenue from Wyoming Downs, LLC by Month**

June 2025 – \$16,961.11

July 2025 – \$16,455.83

August 2025 – \$15,253.99

September 2025 - \$13,027.47

October 2025- \$12,735.60

November 2025 – \$12,045.34

December 2025- \$15,185.80

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 R22W 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 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.
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

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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 Manag.  
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.
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. 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.
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. 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: \_\_\_\_\_