

CONVERSE COUNTY COMMISSION MEETING

February 17, 2026 - 8:00 a.m. to 4:00 p.m.

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

Commission Chambers are OPEN to the public.

1. 8:00 A.M. CONVENE, PLEDGE OF ALLEGIANCE
CONVERSE COUNTY COMMISSIONERS:
James H. Willox, Chairman
Richard C. Grant, Vice Chairman
Robert G. Short, Board Member
Trent Kaufman, Board Member
Donald Blackburn, Board Member
2. 8:15 A.M. DEPARTMENT UPDATES - ROAD & BRIDGE
Jason Wilkinson, R&B Superintendent; Dave Shaw, Road & Bridge Special Projects; Todd Mattson, HDR Engineering Inc.
3. 9:15 A.M. DEPARTMENT UPDATES - HUMAN RESOURCES
Kristin Watson, HR Director
4. 10:30 A.M. DISCUSSION - ANTELOPE REFINERY

David Freeman, WR Hauling LLC
5. 11:00 A.M. UPDATES - LAPRELE DAM PROJECT

Kenny Sisson, HDR Engineering Inc.
6. 11:30 A.M. UPDATES - CONVERSE COUNTY FAIR BOARD

Converse County Fair Board Members
 - Increase Number of Fair Board Membership, 5 to 7
7. 12:00 P.M. RECESS FOR LUNCH
8. 1:00 P.M. DEPARTMENT UPDATES - PUBLIC HEALTH
Darcey Cowardin, Public Health Nurse Manager
9. 1:30 P.M. ENERGY & NATURAL RESOURCES UPDATES
Dru Palmer, Dru Consulting
10. 2:30 P.M. UPDATES - CONVERSE COUNTY CONSTRUCTION PROJECTS

Jessie Dykehouse and Getty Babbitt, FDL Consulting, LLC
 - Animal Shelter Expansion Project
 - Glenrock Office Renovation Project

- County Courthouse Level 1 and 2 Studies

11. 3:30 P.M. UPDATES - CONVERSE COUNTY SHERIFF'S OFFICE

Clint Becker, Sheriff; Chris Walsh, Undersheriff

- Upfitting Patrol Vehicles

12. GENERAL COUNTY BUSINESS & ACTION ITEMS

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

- Commission Minutes, February 3 & 4, 2026
- Resolution 01-26, Revising the Established Speed Limits of Vehicular Traffic on County Roads
- Revised Grant Agreement, High Risk Rural Roads Program
- Request for Consent to Assignment of Interest, ONEOK
- Road & Bridge Policies: Safety and Safety Reimbursement
- Change Orders: Buckley Powder and B&B Aggregates, Shawnee Pit
- NOIA, Continental - Compressor Station

Documents:

[02.03.2026 OFFICIAL.PDF](#)
[01-26 SPEED LIMITS AND FINES ON COUNTY ROADS CLEAN COPY.PDF](#)
[HRRR CONVERSE COUNTY UPDATED AGREEMENT.PDF](#)
[ONEOK REQUEST FOR CONSENT TO ASSIGNMENT OF INTEREST WMAP.PDF](#)
[CHANGE ORDER NO. 1, BUCKLEY POWDER CO. - SHAWNEE PIT.PDF](#)
[CHANGE ORDER NO. 1, B AND B AGGREGATES.PDF](#)
[ROAD AND BRIDGE SAFETY, PPE POLICY REVISED.PDF](#)
[ROAD AND BRIDGE SAFETY REIMBURSEMENT PROGRAM POLICY.PDF](#)
[NOIA CONTINENTAL, COMPRESSOR STATION 02.17.2026.PDF](#)

13. OTHER UPCOMING EVENTS

- 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 and Wednesday, March 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.

Unapproved Minutes
Board of Commissioners of Converse County
February 3, and 4, 2026

The regular meeting was called to order at 8:02 a.m. on February 3, 2026. Present in person were Commission Chairman, Jim Willox; Commission Vice-Chairman Rick Grant; and Commissioners Robert Short, Trent Kaufman, and Donald Blackburn; and County Clerk, Karen Rimmer.

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

Mr. Chris Caskey, Technical Services Director, and Mr. Nate Hughes, Technical Services Administrator, provided departmental updates regarding completed and current surplus property auctions through the Public Surplus auction site, including number of items sold, revenue received, and upcoming items. Other departmental updates included Special Projects and updates on various subdivisions; multiple ongoing maintenance projects for County facilities; structural and mechanical engineer review of the Courthouse; and updates on County Surveyor, GIS, IT, and janitorial. Following discussion of draft policies, Mr. Grant moved to approve the Internship Policy for Converse County as presented; Mr. Short seconded; motion carried.

Mr. Matt Rassmussen, a member of the Wyoming Herpetology Society, presented information to the Commissioners regarding various species of snakes, turtles, and other reptiles that live in and around Ayres Natural Bridge Park. Mr. Rassmussen requested permission on behalf of the Society to study the ecosystem in the Park as well as the additional acreage the County is currently trying to acquire in May or June. The study would also be beneficial for biological and geological students from the University of Wyoming, Casper College, and potentially other community colleges and public schools. All data obtained from the study would be shared with the Wyoming Natural Diversity Database (WNDD). Discussion followed regarding concepts and ideas for the area; the Commissioners directed Mr. Rasmussen to reach out to them again in April to make arrangements for the study. No action was taken.

Ms. Kristin Watson, HR Director, presented a draft policy to address COBRA Subsidy for Surviving Dependents and discussed eligibility requirements, payment mechanics and requirements, tax treatment, and administration and budget considerations of the policy. Following discussion, Mr. Grant moved to approve the Converse County COBRA Subsidy for Surviving Dependents Policy as presented to be effective January 2, 2026; Mr. Blackburn seconded; motion carried.

The regular meeting recessed for lunch at 12:0 p.m. and reconvened at 1:10 p.m.

The minutes of the January 6 and 7, 2026, regular meeting and Executive Sessions were approved and ordered filed.

Mr. Short moved to approve January 2026 warrants in the amount of \$3,922,603.37; January 2026 Accounts Payable \$3,922,603.37: 5 ACES Printing \$2,687.00 Printing; 7 Stones Electric \$3,858.99 Svcs; A Diamond Trucking \$20,100.00 Road Maint; AT&T \$2,263.60 Utilities; A1 Towing \$427.00 Aban Veh; Advanced Animal Clinic \$540.74 Svcs; Advanced

Geotechnical \$14,738.00 Road Maint; Airgas USA \$59.37 Svcs; Alcohol & Drug Testing \$620.00 Svcs; ALSCO \$1,851.97 Svcs; Amazon \$934.10 Supplies; Arete Design Group \$5,532.50 Contract; Atlas Office Products \$1,381.97 Supplies; Atlas Premier \$1,009.65 Lease; Atlas Reproduction/PEAC \$1,617.85 Lease; B & B Leasing \$1,285.97 Lease; B&B Aggregates \$341,250.00 Road Maint; Barnes Law \$755.60 Legal; Big Horn Services \$372.49 Svcs; Bison Pump & Supply \$2,469.99 Parts/Supplies; Black Hills Energy \$15,758.81 Utilities; Blackburn Cattle \$36,000.00 Road Maint; Bliss, Mary \$364.50 Mileage/Travel; Bloedorn \$227.93 Supplies; Bob Barker Co \$142.00 Supplies; Bob Ruwart Motors \$199.13 Parts/Supplies; The Body Shop \$275.00 Wellness; Bomgaars \$581.84 Parts/Supplies; Bonanza Earth Relocators \$72,900.00 Road Maint; Boys & Girls Club of Douglas \$7,375.00 Allocation; Boys & Girls Clubs of Central Wyoming \$20,454.54 Allocation; Carquest \$3,734.27 Parts/Supplies; Casper Winnelson \$890.50 Utilities; CDW Government \$77,151.15 Supplies/Equip; Central Truck & Diesel \$5,509.27 Parts/Supplies; CenturyLink \$7,319.79 Utilities; CIGNA \$360,750.87 Insurance; City of Douglas \$6,666.69 Utilities; CleverPath IT \$4,689.69 Svcs; Coca Cola Bottling Co High Country \$29.25 Supplies; Colorado Doorways \$17,661.40 Utilities; Communication Technologies \$604.20 Utilities; Consolidated Electrical Distributors \$37.34 Utilities; Converse County Airport \$156,250.00 Allocation; Converse County Fair Board \$18,250.42 Allocation; Converse County Firewise \$2,600.00 Svcs; County Clerks' Assoc of Wyoming \$500.00 Dues; Cowboy Chemical \$486.80 Supplies; Croell \$166.78 Road Maint; Decker Auto Glass \$969.16 Parts/Supplies; DELTA \$15,052.76 Insurance; Dilts, Jerry \$2,265.00 Rent; Douglas Business Center \$50.18 Svcs; Douglas Community Club \$12,500.00 Allocation; Douglas Grocery \$54.88 Supplies; Douglas Hardware \$3,613.89 Supplies; Douglas Tire Center \$1,200.00 Supplies DRU Consulting \$1,625.00 Consulting; E Benefits Administration \$177.50 Insurance; Emery Septic \$780.00 Svcs; The Enterprise \$11,375.00 Allocation; FDL Architecture and Drafting \$42,160.42 Svcs; Floyd's Truck Center WY \$1,259.44 Parts/Supplies; Frontier Upfitting \$58,359.18 Svcs; Geotec Industrial Supply \$600.00 Supplies; Glenrock Golf Club \$97,289.52 Allocation; Gorman Funeral Homes \$3,380.00 Allocation; Grainger \$3,714.72 Parts/Supplies; Granite Telecommunications \$1,887.47 Utilities; Grant, Richard \$81.20 Mileage/Travel; GreatAmerica Financial \$236.06 Lease; H&J Trucking \$25,792.50 Road Maint; Hanlon, Cynthia \$300.00 Wellness; HDR Engineering \$61,953.90 Road Maint; Henson, Tiffany \$36.25 Mileage/Travel; High Country Behavioral Health \$5,437.72 Allocation; Hilltop National Bank \$308.00 Insurance; Hinckley, Jim \$150.00 Reimb; Homax Oil Sales \$13,145.29 Supplies; Huxtable, Dixie \$150.80 Mileage/Travel; Igo Oil Field Service \$44,960.00 Road Maint; IMA \$7,916.66 Consulting; Inner Strength Therapeutic Massage \$180.00 Wellness; Interstate Batteries \$239.95 Parts; Jackson Group Peterbilt \$131.97 Parts; Jerry s Welding-Steel Fab \$82.21 Parts/Supplies; Justin Miller Trucking \$63,300.00 Road Maint; KCK \$17,400.00 Road Maint; Knife River \$170,506.98 Road Maint; KS StateBank \$172,668.14 Lease; Laboratory Corp of America \$465.94 Svcs; Laramie Peak Humane Society \$2,083.33 Allocation; Larimer County Coroner \$750.00 Svcs; Legend Services \$30,600.00 Road Maint; Loco Luna \$18,900.00 Road Maint; Loenbro \$2,549.85 Utilities; Lopez, Jaqueline \$71.25 Mileage/Travel; Mark Hardee Attorney \$313.80 Legal; Massage Therapy by Silke Hodges \$240.00 Wellness; The Master's Touch \$423.71 Svcs;

McKillip Trucking \$10,200.00 Road Maint; Memorial Hospital of Converse County \$306,287.37 Allocation; Moore's Heavy Equipment \$10,868.91 Parts/Supplies; Motion and Flow Control \$152.39 Supplies; Motor Power Casper \$330.80 Equip; Motorola Solutions \$5,609.50 Svcs; Mountain Retreat Massage \$60.00 Wellness; Mountain West Technologies \$104.95 Utilities; Niobrara Electric Assoc \$86.25 Utilities; O Reilly Automotive \$205.98 Parts; OffenderWatch \$35.00 Svcs; Olsen, Christie \$16,200.00 Road Maint; Palen Law \$592.00 Legal; PartsOne \$2,422.78 Parts; Peak Fitness \$400.00 Wellness; Peregrine Global Services Corp \$5,710.00 Training; Phil Long Ford of Raton \$101,806.50 Equip; Pierce's Body & Paint \$2,918.00 Svcs; Pimentel, Esther \$36.25 Mileage/Travel; Pitney Bowes Global \$182.58 Lease; Pope Construction \$284,419.55 Contract; Price Trucking \$18,570.00 Road Maint; Principal \$3,586.29 Insurance; ProForce Law Enforcement \$2,370.00 Supplies; Pye-Barker Fire & Safety \$1,203.00 Equip/Svcs; Quill Corp \$737.59 Supplies; R & R Rest Stops of Casper \$187.50 Road Maint; R&S Northeast \$272.18 Supplies; Range \$1,529.96 Utilities; Reaper Logistics \$48,300.00 Road Maint; Renegade Off-Road & Driveline Repair \$465.85 Supplies; Ricoh USA, Inc \$11.42 Svcs; Rock Solid SST \$1,438.00 Svcs; Rocky Mountain Fire \$1,981.30 Utilities; Rocky Mountain Power \$22,070.44 Utilities; Rocky Mountain Wash \$109.44 Svcs; Ron s Supply \$533.71 Svcs; Rosetta Stone \$1,543.00 Training; Russ's Towing \$165.00 Aban Veh; Sam s Club \$851.36 Supplies; Sanofi Pasteur \$7,049.16 Supplies; Schell, Joel \$248.75 Mileage/Travel; Shatto s Frontier Drug \$1,950.68 Inmate Svcs; Short Powerline Service \$9,315.02 Svcs; ShredAmerica \$782.28 Svcs; Smiley Face \$19,500.00 Road Maint; Summit Food \$20,444.37 Svcs; Super Vacuum Manufacturing \$170.34 Supplies; TGOB Material \$55,946.90 Road Maint; Thalken, Twyla \$750.00 Svcs; Thompson, Bronwyn \$43.50 Mileage/Travel; Top Office Products \$736.34 Lease; Town of Glenrock \$1,040.62 Rent; Tyler Technologies \$5,104.25 Svcs; Uinta County \$200.00 Supplies; Uline Inc \$1,499.11 Svcs; UW 4-H in CC \$18.90 Supplies; Verizon \$755.81 Utilities; Ver-Mac \$463.24 Equip; Visa \$8,371.13 Utilities; Visionary Communications \$2,566.99 Utilities; Vyve Broadband \$211.56 Utilities; WACERS \$200.00 Dues; Wagner, Allegra \$29.51 Mileage/Travel; Western Dakota Energy Assoc \$100.00 Supplies; Western Skies Technology \$2,700.00 Svcs; Wild West Mobile Repair \$4,950.00 Svcs; WLC Engineering \$5,484.94 Contract; World Data Corp \$378.00 Supplies; WY All Hazards Assoc \$50.00 Dues; WY Behavioral Institute \$9,802.00 Inmate Svcs; WY Child & Family Development \$583.33 Allocation; WY Machinery \$8,705.54 Parts/Supplies; WY Public Health Lab \$385.00 Svcs; WY State Fair Foundation \$755,000.00 Allocation; WY Taxpayers Assoc \$195.00 Dues; Wyoming Extinguisher \$56.00 Svcs; Wyoming Work Warehouse \$450.00 Supplies; Youth Development \$4,166.66 Allocation; Z Lazy Y Trucking \$15,900.00 Road Maint; Zen Spa \$720.00 Wellness; January monthly reports: Clerk \$41,039.27; Clerk of District Court \$5120.62; NOVCS: 2025-0565 Grayson Mill Operating LLC \$120,807.98; 2025-0588 Devon Energy Production Co \$524.29; 2025-0577 EOG Resources Inc., \$53,026.91; VOID warrant #74107 in the amount of \$170.00 to Health Merch LLC, lost/reissue; Mr. Grant seconded; motion carried with Commissioners abstaining from warrants pertaining to themselves.

Mr. Kaufman moved to designate Converse County Bank as the official depository for Converse County for the year of 2026; Mr. Blackburn seconded; motion carried.

Mr. Kaufman moved to approve First Northern Bank of Wyoming as an additional official depository for Converse County for the year 2026; Mr. Short seconded. Following discussion regarding investments, checking accounts, and no requirement for an official depository for investments, the makers of the motion and second withdrew and no action was taken.

Mr. Short moved to approve the Community Service Grant “Aid to Others” Agreement between Converse County and the Wyoming State Fair (WSF) Foundation for funding in the amount of \$770,000 for operations and WSF Show Center Upgrades for a term June 30, 2026; Mr. Kaufman seconded. It was stated for the record that the \$20,000 for operations was approved within the FY2026 budget, and the \$750,000 for the WSF Show Center upgrades was approved by the Commissioners during FY2026 but outside of the budget. No further discussion and motion carried.

The Commissioners acknowledged the receipt of the semi-annual report from 307 Horse Racing, LLC and Wyoming Downs LLC.

The Commissioners acknowledged receipt of Conflict of Interest Statements for all members of the Board of Commissioners as reviewed by the County Attorney.

Mr. Short moved to approve the WYDEQ Certificate of Completion for the Lambert Subdivision Sewer & Water Improvement Project with a completion date of December 5, 2025; Mr. Blackburn seconded; motion carried.

Mr. Short moved to accept the Notice of Acceptability of Work for the Lambert Subdivision Sewer & Water project as of December 5, 2025; Mr. Blackburn seconded. Following discussion regarding concerns with the state of LaBonte Road, the makers of the motion and second withdrew and no action was taken.

Mr. Russ Dalgarn, Emergency Manager, provided departmental updates including the status of the Boxelder Communication Tower; the Tallgrass Communication Tower and plans to replace this tower in June 2026; and LaPrele Irrigation Dam project. Discussion of the Converse County Fire Warden position and procedures and processes for other Wyoming counties followed; no action was taken.

Mr. Dave Shaw, Road & Bridge Special Projects, provided a detailed overview of the Safe Streets for All grant agreement and project requirements. Following discussion, Mr. Short moved to approve the Safe Streets for All grant agreement between USDOT/Federal Hwy Administration and Converse County for a term from full execution through February 1, 2029 for a total amount of \$625,000 with a 20% local match in the amount \$125,000 for the development of a Safety Action Plan and conduct of demonstration activities to facilitate Action Plan development; Mr. Blackburn seconded; motion carried. Mr. Shaw also provided a detailed overview of the High-Risk Rural Road Program grant agreement and project requirements. Following discussion, Mr. Short moved to approve the FY2026 High Risk Rural Roads Program subrecipient agreement between WYDOT/Highway Safety Office and Converse County for a term from full execution through December 31, 2027 for a total amount of \$109,500 with a 9.51% local match in the amount of \$11,423 for rumble strips and pavement markings on certain county roads; Mr. Blackburn seconded; motion carried. Brief updates were provided for CMAQ (Congestive Mitigation Air Quality) grants for FY2025 and FY2026; no further action was taken.

Mr. Todd Mattson, HDR Engineering, provided updates on major road construction projects including Jenne Trail Road Reconstruction Project Phase 2 and 3; Chalk Buttes Road and Ridgewater Road Reconstruction Project; and the Lambert Sewer and Water Improvements Project. Safety concerns were expressed regarding one cattle guard on the Jenne Trail Phase 2 project that to date, the contractor has failed to repair. The Commissioners provided direction for additional signage and methods to move forward with repairs. Following discussion of the Lambert project, Mr. Blackburn moved to accept the Notice of Acceptability of Work for the Lambert Subdivision Sewer & Water project as of December 5, 2025; Mr. Short seconded. It was stated for the record that outstanding items related to this project will be addressed; motion carried. Mr. Blackburn moved to approve Change Order No. 1 for the Jenne Trail Road Phase 2 Reconstruction Project as the final change order to zero out contract amounts remaining and reduce the contract amount by \$751,331.45 for a revised total contract amount of \$12,454,584.50; Mr. Kaufman seconded; motion carried. Following discussion, Mr. Grant moved to approve Change Order No. 1 for the Chalk Buttes Road and Ridgewater Road Reconstruction Project as the final change order to zero out contract amounts remaining and reduce the contract amount by \$154,078.08 for a final contract amount of \$6,780,920.92; Mr. Short seconded; motion carried.

Mr. Jason Wilkinson, Road & Bridge Superintendent, and Mr. John Shephard, Foreman, provided departmental updates on county road maintenance and gravel projects including Tank Farm Road, Leuenberger Lane, and Bedtick Road. Lengthy discussion followed regarding gravel specifications, which the Commissioners directed must be followed with no variances allowed. Other discussion included upcoming trainings, review of draft policies, and equipment needs. Following discussion, Mr. Short moved to approve the Road & Bridge On-Call Policy as amended; Mr. Blackburn seconded; motion carried. Mr. Blackburn moved to authorize the ordering of two new CAT 160 motor graders at a cost of approximately \$530,000 each, which will be budgeted within the FY2027 County budget; Mr. Grant seconded; motion carried. Mr. Short moved to approve two bore permits from Saddle Butte Powder Flats Midstream LLC for CR31/Ross Road, each for an 8" steel crude oil pipeline at different mile markers; Mr. Blackburn seconded; motion carried.

The Commissioners discussed the results of a speed study for CR1/Irvine Road, CR2/Anderson Dairy Road, and CR52/East Antelope Road with representatives of Road & Bridge and the Sheriff's Office. Following review and discussion, the Commissioners directed mile markers to be added to the resolution draft, and that the draft resolution be provided for review by stakeholder departments. The final draft resolution will be considered at a subsequent meeting.

The Commissioners discussed the Courthouse Level 1 and 2 Study along with impacted departments within the building including the Assessor, Treasurer, and Technical Services. Lengthy discussion followed regarding existing footprint of the building and structural limitations; department needs; ideas for renovations and movement; ingress and egress for both employees and the public; highest and best use of spaces; and details such as electrical, technical, storage, and HVAC needs. No action taken.

The regular meeting recessed at 5:15 p.m. and reconvened at 8:35 a.m. on February 4, 2026. All Commissioners and Clerk Rimmer were present in person.

The Commissioners discussed cybersecurity and physical security; no action was taken.

A County-wide business review meeting was held for elected officials, department heads, and supervisors. Updates were provided by Joint Communications; Assessor; Clerk of District Court; Technical Services; Public Health; Parks & Recreation; Clerk; and Commissioners. No action was taken.

Representatives of 1876 Resources provided a company overview and development for the Powder River Basin within Converse, Niobrara, and Campbell Counties. They discussed operations, financial investment, technical considerations, infrastructure in place and needed, services, and scale. No action was taken.

Ms. Dixie Huxtable, County Assessor, provided an overview of concerns with current contracts in place for mapping and required mapping data. Representatives from the County Treasurer, Technical Services and GIS, and the City of Douglas Community Development Department provided additional information, ideas, and the desire of all entities to collaborate, share data, and not duplicate services. Different options for mapping data were presented and discussed and will be further reviewed and presented with FY2027 budget requests. No action was taken.

Mr. Michael Smith, Vyve Broadband, along with Mr. Jason Wilkinson and Mr. John Shephard, Road & Bridge, discussed Vyve completed and pending cable installation projects along and under certain county roads. Following discussion, Mr. Kaufman moved to approve and agree to the Granting of Variance and General Release between Converse County and Vyve Broadband as presented for specific coaxial lines along CR2/Anderson Dairy Road, CR9/Chalk Buttes Road, CR64/Ridgewater Road, as well as West Ridge Way; Mr. Short seconded; motion carried. The bore permits and public utility parallel right-of-way permits submitted by Vyve Broadband were reviewed at length. Following discussion, Mr. Short moved to approve two Parallel ROW Permits as presented for CR9/Chalk Buttes Road and CR64/Ridgewater Road for replacement of existing coaxial lines: Mr. Blackburn seconded; motion carried. Mr. Kaufman moved to approve two bore permits for Vyve Broadband for CR9/Chalk Buttes Rd and CR64/Ridgewater Rd for replacement of existing coaxial line; Mr. Blackburn seconded; motion carried. Mr. Short moved to approve an additional bore Permit for an approach on CR64/Ridgewater Road for an additional coaxial line and further authorized the Chairman to sign between meetings upon approval by Road & Bridge and receipt of payment; Mr. Blackburn seconded; motion carried.

Mr. Mike Jennings, Relic Services, LLC, provided updates on the Shooting Range Complex Improvements Project including a detailed overview of improvements for engineering and drainage; the lower shooting range; the six-hundred-yard range; and trap club improvements. Estimated costs for each improvement were provided with an overall estimated total budget cost of \$2.2 million. Following lengthy discussion of quotes received from local and regional contractors, Mr. Short moved to authorize the Chairman to enter into an agreement with a contractor for the first phase of the Shooting Range Complex Improvements Project for dirt work at a cost not to exceed \$790,000 to be ratified at the next meeting; Mr. Blackburn seconded; motion carried.

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

Ms. Jessie Dykehouse and Mr. Getty Babbitt, FDL Consulting, LLC, provided an overview of construction projects including the Glenrock Office Renovation Project, the Courthouse Level 1 and 2 Study, and the Animal Shelter Expansion Project. Following discussion of the decision to demolish the Glenrock Office building and redesign/rebuild due to serious concerns with the footings and foundation of the building, Mr. Short moved to approve Amendment No. 2 of the Professional Services Agreement between Converse County and FDL Consulting, LLC, for the Glenrock Office Reconstruction Project for a total contract cost of \$148,955; Mr. Blackburn seconded. Lengthy discussion followed regarding the status of the project and the reasons for the increase such as civil engineering; the maker of the motion and the second withdrew and no action was taken. Ms. Dykehouse stated she would continue with schematic design and then revisit the professional services agreement. Discussion continued with a detailed review of the Courthouse Level 1 and 2 Study with stakeholders, and a brief update on the Animal Shelter Expansion Project.

Mr. Blackburn moved to VOID warrant #74454 in the amount \$1,500.00 to Wyoming Safety Supply not to be reissued/billing error; Mr. Kaufman seconded; motion carried.

The meeting adjourned at 4:04 p.m.

A regular meeting of this Board will be held on February 17, 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: Feb. 11, 2026, Douglas Budget & Glenrock Independent

**RESOLUTION 01-26
CONVERSE COUNTY, WYOMING**

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

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

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

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

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

County Road (CR) No.	County Road Name	Speed Limit in Miles per Hour (mph)	Description of Road, Other Factors
1	Irvine Rd	Thirty-five (35) mph	Mile marker 0.0 to 0.3.
1	Irvine Rd	Forty-five (45) mph	Mile marker 0.3 to 1.15 and mile marker 12.9 to 13.7
1	Irvine Rd	Fifty-five mph	Mile marker 1.15 to 12.9
2	Anderson Dairy Rd	Forty-five (45) mph	Mile marker 0.0 to 1.1
3,4, 5, 6, 7, 8, 10, 12, 15, 16, 17A, 18, 20, 21, 22, 24, 28, 30, 33, 42, 51, 55, 57, 58, 60	Wagonhound Rd, Poison Lake Rd, Esterbrook Rd, Glendo Rd, Braae Rd, Bedtick Rd, Bruner Ln, LaPrelle Hall, Moss Agate Rd, Old Fort Fetterman Rd, Hiser Rd, Mormon Canyon Rd, Stevens Rd, Coal Shadow Rd, Cole Creek Rd, Cold Springs Rd, Orpha Rd, Cherokee Tr, Willow Creek Rd, Combs Rd, Twenty Mile Creek Rd (loop), Lost Springs Rd, Robinson Ln, Irvine Bridge Rd, Harris Rd, Esau Rd	Thirty-five (35) mph	Applies to all miles/sections.
4	Poison Lake Rd	Twenty (20) mph	Applies to all miles/sections.

9, 25, 26, 29, 35, 36, 38, 39, 40, 41, 45, 46, 47, 48, 49, 50, 63	Chalk Buttes Rd, Monkey Mountain Rd, Leuenberger Ln, Inez Rd, Wright Rd, Sunflower Tr, Dull Center Rd, Lynch Rd, Steinle Rd, Woody Creek Rd, Cow Creek Rd, Twenty Mile Creek Rd, Dickau Rd, Flat Top Rd, Reese Rd, Pickenpaugh Rd, Bill Hall Rd	Forty (40) mph	Applies to all miles/sections.
11	Spring Canyon Rd	Thirty-five (35) mph	Applies to mile post 0.0 to 23.6
13	Natural Bridge Rd	Ten (10) mph	Applies to all miles/sections within Natural Bridge Park.
13	Natural Bridge Rd	Forty (40) mph	Applies to all other miles/sections.
14	Windy Ridge Rd	Twenty (20) mph	Applies to all marked school zones during time schools are in session.
14	Windy Ridge Rd	Thirty (30) mph	Applies to all other miles/sections.
17	Boxelder Rd	Thirty-five (35) mph	Applies to all other miles/sections.
17	Boxelder Rd	Forty-five (45) mph	Applies to the point where WY Hwy. 90 becomes CR 17 to mile post 2.6.
27	Tank Farm Rd	Forty (40) mph	Applies to all gravel and dirt miles/sections.
27	Tank Farm Rd	Forty-five (45) mph	Applies to all paved miles/sections.
19, 23	Deer Creek Rd, 55 Ranch Rd	Thirty-five (35) mph	Applies to all gravel and dirt miles/sections.
19, 23	Deer Creek Rd, 55 Ranch Rd	Forty-five (45) mph	Applies to all paved miles/sections.
30	Cherokee Trail	Twenty-five (25) mph	Applies to the eastern portion from mile marker 0.0 to mile marker 2.2.
31, 32	Ross Road, Highland Loop	Forty (40) mph	Applies to all dirt and gravel miles/sections.
31	Ross Rd	Forty-five (45) mph	Applies to paved portion beginning 7.1 miles northwest of the intersection of WY Hwy 93 and CR 31 and continuing for 2.25 miles.

31	Ross Road	Fifty-five (55) mph	Applies to all paved miles/sections unless otherwise denoted.
34	Jenne Trail	Forty-five (45) mph	Applies to all sections/miles.
37	Antelope Coal Mine Rd	Fifty-five (55) mph	Applies to all mile/sections.
43	Walker Creek Rd	Forty (40) mph	Applies to all gravel and dirt miles/sections unless otherwise denoted.
43	Walker Creek Rd	Fifty-five (55) mph	Applies to all paved miles/sections unless otherwise denoted.
52	East Antelope Rd	Thirty-five (35) mph	Mile marker 0.0 to 0.6 (pavement) and mile marker 7.5 to 18.35 (gravel)
52	East Antelope Rd	Fifty-five (55) mph	Mile marker 0.6 to 7.5
53	Manning Rd	Thirty (30) mph	Applies to all other miles/sections.
40A, 56, 61, 62, 64, 66, 68, 69, 70, 71, 72	Steinle Rd (cut across), Coulter Tr, Brownfield Rd, Jarmon Tr, Ridgewater Rd, Robin Ln, West Laramie Rd, Wheelock Rd, Housiaux Rd, Bridger Crossing Rd, Irvine Spur Rd	Thirty (30) mph	Applies to all miles/sections.
56	Coulter Trail	Forty-five (45) mph	Applies to all miles/sections.
65	Twin Bridges Rd	30 mph	Applies to all other miles/sections.
67	Smylie Rd	20 mph	Applies to the portion of the road north of (insert E or W) Richards Street.

BE IT FURTHER RESOLVED that:

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 2026.

**BOARD OF COMMISSIONERS
CONVERSE COUNTY, WYOMING:**

James H. Willox, Chairman

ATTEST:

Karen Rimmer, County Clerk

Contract #: 253187

Entry Date: 1/8/2026 12:12:06 PM

Department: Wyoming Department of Transportation,
Highway Safety

Agency Contact: Pounds, Kaitamaria
(WYDOT)

Phone: 307-777-4272

Other Agency Contact:

WYOMING ATTORNEY
GENERAL'S OFFICE

JAN 28 2026

Nicholas T. Garcia
APPROVED AS TO FORM

Client Comments:

WYOMING ATTORNEY
GENERAL'S OFFICE

FEB 02 2026

Nicholas T. Garcia
APPROVED AS TO FORM

Contractor/Vendor Name: Converse County

Contract Title: HRRR Rumble Strips and
Pavement Markings

Contract Type: Grant Agreement - Federal

WYOMING ATTORNEY
GENERAL'S OFFICE

FEB 05 2026

Nicholas T. Garcia
APPROVED AS TO FORM

Contract Amount: 107239.0000

Contract Effective Date:

Contract Expiration Date: 12/31/2027 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Download Only (Hard Copy Will Not be
Returned to Agency)

Assigned Attorney: Nick Garcia

**FISCAL YEAR (FY) 2026
HIGH RISK RURAL ROADS PROGRAM SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY OFFICE
AND CONVERSE COUNTY, PROJECT HR26202 & HR26203**

1. **Parties.** The parties to this Subrecipient Agreement (Agreement) are the Wyoming Department of Transportation, Highway Safety Office (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3310, and Converse County (Subrecipient), whose address is: 107 North 5th Street, Suite 114, Douglas, Wyoming 82633.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Subrecipient. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming High Risk Rural Roads (HRRR) Program (Project).
3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from January 1, 2026, or the Effective Date, whichever is later (Term Start Date) through December 31, 2027. The Subrecipient's Budget Period is from the Term Start Date through September 30, 2027. The Period of Performance is from the Term Start Date through December 31, 2027, and shall allow ninety (90) days for Project closeout beyond completion of physical work on the Project. Project work shall commence upon receipt of a Notice to Proceed. However, the parties agree that the maintenance responsibilities described in Section 5(L) are indefinite.
4. **Project Funding.**
 - A. The Project has a total estimated cost of one hundred nine thousand five hundred dollars (\$109,500.00) (including local cost share), as described in Attachment A, Federal Award Information, which is attached to and incorporated into this Agreement by this reference. Federal funding for this Project shall not exceed ninety nine thousand eighty-six dollars (\$99,086.00). In accordance with WYDOT's policies, a program cost share requirement of ninety and forty-nine hundredths percent (90.49%) federal share and nine and fifty-one hundredths percent (9.51%) local share of the Project costs shall apply. Project costs exceeding the total estimated Project costs shall be borne by the Subrecipient.
 - B. Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this at a ninety and forty-nine hundredths percent/nine and fifty-one hundredths percent (90.49%/9.51%) cost share ratio and must remain within the total Project cost.

- C.** HRRR is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Subrecipient. All requests for payment must be submitted to WYDOT's Highway Safety Office (HSO) on the Local Public Agency (LPA) Cost Reimbursement Form that will be supplied to the Subrecipient. Reimbursement requests must include all applicable supporting documentation including copies of invoices to be reimbursed and proof of payment by the Subrecipient. The Cost Principles found in 2 CFR 200 Subpart E apply to this award. WYDOT will make payment to the Subrecipient within forty-five (45) days of receipt of a complete and approved reimbursement request pursuant to Wyo. Stat. § 16-6-602.
- D.** Costs incurred prior to the Notice to Proceed and after the Budget Period will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed.
- E.** WYDOT will accept reimbursement requests on a monthly basis. Requests must be submitted at least once every three (3) months in order for the Project to remain active. Failure to submit reimbursement requests may be considered Project Abandonment and result in the loss of federal funding in accordance with Section 7(M) below. If no financial activity occurs in a given quarter, the Subrecipient shall notify WYDOT's HSO in writing of the status and schedule of the Project.
- F.** This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System. The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.sam.gov. The law requires the Subrecipient to provide its Unique Entity Identifier (UEI) number to WYDOT. This requirement means the Subrecipient must register with www.sam.gov to be assigned a UEI number. Instructions for this process can be found at www.sam.gov. Additional information regarding this Act may be found at sam.gov.
- G.** The Subrecipient may elect to use land, either wholly owned or donated, as part cost share for the Project. The land must become part of the Project and will fulfill part/all of the cost share requirements of the Subrecipient. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor, and must be for exclusive use of the Project. If the Subrecipient accepts the donation of land, the land value used to offset the cost share may not exceed the nine and fifty-one hundredths percent (9.51%) cost share requirement, regardless of the appraised value of the land. The donation of land must be

supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

5. **Responsibilities of the Subrecipient.** The Subrecipient shall:

A. **Project Scope.** The Subrecipient shall undertake and complete the Project as described and set forth below and in accordance with Attachment B, HRRR Project Description, which is attached to and incorporated into this Agreement by this reference, and in accordance with the terms and conditions of this Agreement. The Subrecipient shall commence and complete the Project in a professional, economical, and efficient manner.

(i) **Project Description.** The Subrecipient shall install transverse rumble strips at seven (7) locations and pavement markings at six (6) intersections as described in Attachment B and shown in Attachment C, HRRR Roadways and Maps, which is attached to and incorporated into this Agreement by this reference.

In the event of unusual or unexpected project delay, the Subrecipient may submit a request to WYDOT for an extension of time to complete the Project. The request shall be in writing to WYDOT's HSO. Failure of the Subrecipient to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the Project is terminated, the Subrecipient shall return to WYDOT any and all federal funds that have been paid to the Project Subrecipient.

B. Complete all administrative requirements, including having at least one (1) Local Project Administration (LPA) Certified staff member;

C. **End of Fiscal Year Financial Reporting.**

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

(ii) Reimbursement requests must be submitted by November 30.

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

D. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Subrecipient shall appoint a public employee as the Project administrator who is accountable for the Project. The Project administrator shall have a current certification from WYDOT under

WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the Project administrator, or supplies and other related costs, shall be included as overhead to the Subrecipient and are not reimbursable under this award, unless the Subrecipient has a WYDOT approved Indirect Cost rate. Project administration costs incurred on activities related directly to any professional services are reimbursable in accordance with Section 4 above.

- E. Design Review and Approval.** All Project designs to include engineering, architectural and landscape architectural plans, specifications, and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming.
- (i)** An appropriate level of environmental, historical, and/or review and mitigation statement in accordance with Section 4(f) of the Department of Transportation Act shall be submitted to HSO. A Categorical Exclusion issued by the FHWA, if applicable, is required prior to the Subrecipient's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services.
 - (ii)** HSO must authorize and receive a copy of such plans and Project Contract Documents prior to the Subrecipient proceeding with construction bidding, contracting, or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 CFR 635 Subpart A.
- F. Consultant Selection.** The consultant selection process must be based on qualifications. Using WYDOT's help, if needed, the selection process shall comply with the Brooks Act, 40 U.S.C. 1101 *et seq.*, with guidance included in WYDOT Operating Policy 40-1.
- G. Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations, or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the Project design documents, issuance of a Categorical Exclusion, and a written Notice to Proceed, the Subrecipient may proceed with open, public competitive bidding for Project construction. Such Project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the Project, no in-state preference will apply for materials, contracts, or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Subrecipient shall make a recommendation to WYDOT of the low, responsible, and responsive bidder for WYDOT concurrence prior to contract award. WYDOT

reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- H. Submit Plans, Specifications and Estimates (PS&E) and bid documents to HSO for review and concurrence prior to Project advertisement.
- I. Submit bid tabulations to HSO for review and concurrence prior to awarding the Project.
- J. Monitor Project progress and submit reimbursement requests to WYDOT in accordance with Section 4 above.
- K. **Project and Final Inspections.** Project inspections shall be conducted by the Subrecipient or authorized representatives. WYDOT representatives may inspect the Project at their discretion. The Subrecipient shall notify WYDOT of final inspection and a WYDOT representative will accompany the Subrecipient's representative on the final inspection. Prior to the final payment (normally the final ten percent [10%]), the Subrecipient shall notify WYDOT that the Project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116. The Subrecipient shall complete the WYDOT Final Acceptance Certificate, which shall accompany the final reimbursement payment request.
- L. **Project Maintenance.** Upon completion of the Project, the Subrecipient shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvements in their constructed condition adhering to all state and federal requirements for the life cycle of the Project. The Subrecipient shall be responsible for the cost of removal and replacement of any or all encroachments within WYDOT's right-of-way if the right-of-way is needed for highway purposes, including any highway reconstruction or maintenance activity that impacts the encroachment in accordance with Subrecipient's encroachment permit.
- M. **Records Retention.** The Subrecipient shall keep records and audit reports on file for three (3) years after the Project is complete.
- N. **Right-of-Way and Utilities.** The Subrecipient is responsible for right-of-way and utility clearance. Prior to Project bidding, the Subrecipient must submit a completed Right-of-Way and Utility Certificate to HSO, if applicable, indicating clearance of right-of-way and utilities for the Project. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with Wyo. Stat. § 1-26-501, *et seq.*, the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

- O. **Public Interest Finding.** If the Subrecipient elects to use force account work (materials and/or labor) as its local cost share or a portion of its local cost share, such a determination requires the Subrecipient to make a finding in the public interest. An inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance with 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Subrecipient must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Subrecipient's Project Packet). WYDOT Form LGC-PIF must be submitted by the Subrecipient for approval by WYDOT's HSO.

6. **Responsibilities of WYDOT.** WYDOT shall:

- A. Reimburse Subrecipient in accordance with Section 4 above.
- B. Assist the Subrecipient with the consultant selection process.
- C. Review Subrecipient's PS&E and bid documents for compliance, and issue concurrence, prior to advertisement.
- D. Review bid tabulations and issue concurrence prior to Subrecipient awarding the Project.
- E. Provide ongoing support through construction, including possible site inspections and reimbursement processing.
- F. Review the Project at substantial completion and process final reimbursement.
- G. Issue final acceptance upon completion of all Subrecipient responsibilities.

7. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. WYDOT shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Subrecipient must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

D. Federal and State Required Contract Provisions. The Subrecipient shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation. Contract Documents shall include the appropriate level of environmental review and analysis in accordance with 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process). For projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions. Contract Documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act of 1990 (ADA).
- (iv) Buy America Provisions. Requires the use of American steel, iron products, manufactured products, and construction materials associated with this Project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, § 11513 and § 70911, *et seq.*
- (v) Disadvantage Business Enterprises (DBE). DBE efforts shall be included in the Project file, using the Form “E-91-DBE” to document the bid solicitation and to assure that the action taken is in compliance with this request. Written proof of compliance to this request must be available when requested.
- (vi) Required Federal Contract Provisions. Provisions in Attachment D, Form FHWA-1273, which is attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include the most recent version of Form FHWA-1273 provisions, which may be updated from time to time. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower-tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower-tier subcontractors. Failure to comply with the required contract provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

- (vii) Contractor and subcontractor Certification for Suspension and Debarment. Requires contractor and subcontractor to certify that they are not suspended, debarred, or ineligible from entering into contracts with any federal entity, state agency, or local body.
- (viii) Manual on Uniform Traffic Control Devices (MUTCD). Signing and pavement striping of public roads must meet MUTCD criteria. Projects that intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) Labor Rates. Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) Equipment/Materials/Labor Cost Determination. Unless supported by appropriate cost effectiveness determination, the use of public-owned equipment, material, or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and be supported by a Public Interest Finding.
- (xi) Domestic Preferences for Procurement. Requires a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) in accordance with 2 CFR 200.322.
- (xii) Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services. Prohibits procuring, obtaining, extending, renewing, or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) Never Contract with the Enemy. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR 183. The regulations in 2 CFR 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the Period of Performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance with 2 CFR 200.215.
- (xiv) Wyoming Preference for Labor. The Subrecipient shall comply with the Wyoming Preference Act of 1971 (Wyo. Stat. § 16-6-201, *et seq.*).

E. Human Trafficking. As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

F. Kickbacks. The Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Subrecipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Subrecipient shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

G. Limitations on Lobbying Activities. By signing this Agreement, the Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Subrecipient and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

H. Mandatory Disclosures. Per 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

I. Monitoring Activities. WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of Agreement related work.

J. Nondiscrimination. The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), ADA, 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Subrecipient to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

K. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

L. Prohibited Interest. No member, officer, or employee of the Subrecipient during their tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

M. Project Abandonment. Should the Subrecipient abandon or indefinitely postpone the Project at any time, or if the Project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Subrecipient, the Subrecipient shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

N. Publicity. Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

O. Restrictions, Prohibitions, Controls, and Labor Provisions.

(i) Equal Employment Opportunity. In connection with carrying out the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national

origin, or disability. The Subrecipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(ii) DBE Requirements.

(a) It is the policy of WYDOT that DBEs, defined as minority business enterprises and women-owned business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

(b) DBE Obligation. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Subrecipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Subrecipient and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted contracts.

(iii) Title VI Civil Rights Act of 1964. The Subrecipient shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the United States Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Subrecipient pursuant thereto.

(iv) Compliance with Elderly and Disabled Regulations. The Subrecipient shall comply with applicable regulations regarding transportation for Elderly and Disabled persons set forth in 49 CFR Part 27 and the ADA.

P. Suspension and Debarment. By signing this Agreement, the Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify WYDOT by

certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- Q. Administration of Federal Funds.** The Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*, and any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- R. Copyright License and Patent Rights.** The Subrecipient acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Subrecipient purchases ownership using funds awarded under this Agreement. The Subrecipient must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- S. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- T. Non-Supplanting Certification.** The Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- U. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.
- V. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2

CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, WYDOT may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and WYDOT under this Agreement, at law, or in equity.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If

funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Subrecipient shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Contract shall be kept confidential by the Subrecipient unless written permission is granted by WYDOT for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of eighteen (18) pages; Attachment A, Federal Award Information, consisting of one (1) page; Attachment B, HRRR Project Description, consisting of four (4) pages; Attachment C, HRRR Roadways & Maps, consisting of eight (8) pages; Attachment D, Form FHWA-1273, consisting of fourteen (14) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be

accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, the Subrecipient agrees to return all such original and derivative information and

documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement 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 Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.
- BB. Insurance Requirements.** The Subrecipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.



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

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

ATTEST:	WYOMING DEPARTMENT OF TRANSPORTATION:
<hr/>	<hr/>
Caitlin Casner, Secretary Transportation Commission of Wyoming	Brian Olsen, P.E., Assistant Chief Engineer, Engineering and Planning
	<hr/>
	Date

ATTEST:	CONVERSE COUNTY:
<hr/>	<hr/>
Signature	Signature
<hr/>	<hr/>
Print Name, Title	Print Name, Title
	<hr/>
	Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

	
<hr/>	<hr/>
Nicholas T. Garcia, Assistant Attorney General	Date



February 6, 2026

VIA CERTIFIED MAIL
and ELECTRONIC MAIL to permits@conversecountywy.gov

Converse County Board of Commissioners
107 North 5th Street, Suite 114
Douglas, WY 82633
Attn: Jim Willox

Re: Request for Consent to Assignment of Interest of ONEOK Rockies Midstream, L.L.C. in Easement Number: WY-0000329 for property located in: NW/4 S17-T39N-R74W

Dear Board of Commissioners:

Reference is made to that County Road Crossing Permit Number B319232019034 dated as of October 1, 2019 between ONEOK Rockies Midstream, L.L.C. and Converse County Board of Commissioners (the "Easement"). This Easement is owned and operated by ONEOK Rockies Midstream, L.L.C. ("ORM").

Effective January 1, 2026, ORM entered into an agreement to assign its interest in certain pipelines and associated facilities in Wyoming (the "Assignment") to an affiliate, ONEOK Wyoming Midstream, L.L.C. ("OWMS"). As part of the Assignment, ORM will assign the Easement, including all of its rights, duties and obligations under the Easement, to OWMS, and OWMS will assume all of such rights, duties and obligations under the Easement. While the owner of the Easement is changing, ORM will continue to oversee the assets located on the right-of-way governed by the Easement.

Pursuant to the terms of the Easement, ORM must request consent to assign to any third party. Until ORM receives such written consent to assignment of the Easement, any assignment from ORM to OWMS shall have no effect and ORM will remain responsible for all rights, duties, and obligations under the Easement.

In accordance with the terms of the Easement, we request your consent to the Assignment. Please sign this letter to acknowledge your consent and return it using the enclosed pre-addressed and stamped envelope or by email at RESNotices@oneok.com. In the interest of time, we ask that you send us the signed consent within ten (10) days of the date of this letter. We are also happy to send this document to you through DocuSign. Please let us know if that is your preference.

ONEOK, Inc.
100 West Fifth Street
Tulsa, OK 74103
www.oneok.com

If you have any questions about the Assignment, please contact Randall Gall at (307) 507-2871 or Randall.Gall@oneok.com. We appreciate your assistance and thank you in advance for your prompt attention to this matter.

Sincerely,

Randall Gall

Randall Gall
Real Estate Services
ONEOK Rockies Midstream, L.L.C.

The undersigned hereby consents to the Assignment as of the date set forth below:

Converse County Board of Commissioners

By: _____
Name: _____
Title: _____
Approval Date: _____



159.1 ac

Total: 7.2 miles

Ross Rd

Sand Creek

12

7

8

9

13

18

17

16

24

19

20

21

CHANGE ORDER NO. 1

Owner: Converse County, Wyoming

Contractor: Buckley Powder Company

Contract Name: Bright Ranch Limestone Quarry #1

This Change Order is entered into pursuant to the Agreement dated August 21, 2025, Bright Ranch Limestone Quarry #1 by and between Converse County and Buckley Powder Company.

The parties agree to modify the scope of work as follows:

- Blast an additional 200,000 tons at quoted price.

Unit Description	Unit Price	Units
5.75 Inch Blast Hole		
13'x15'	\$1.18	Per Ton
14'x16' Pattern	\$1.10	Per Ton
Shot Service Fee 20,000 tons *(No charge for shots over 20,000 tons)	\$2000.00	Per Blast
Drill Mobilization	\$3,750.00	Lump Sum

Except as expressly modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Change Order as of the date written below.

Jim Willox, Chairman, Converse County Commission

Date



Dave Dalziel, Buckley Powder Company

2/3/2026

Date

CHANGE ORDER NO. 1

Owner: Converse County, Wyoming

Contractor: B&B Aggregates

Contract Name: 2025 Custom Aggregate Crushing

This Change Order is entered into pursuant to the Agreement dated October 9, 2025, 2025 Custom Aggregate Crushing by and between Converse County and B&B Aggregates.

The parties agree to modify the scope of work as follows:

- Crush an additional 100,000-200,000 tons of gravel at quoted price.
- Crush gravel to CCR&B L v2 spec.
- Crushing operations completion date extended until June 1, 2026.

Except as expressly modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Change Order as of the date written below.

Jim Willox, Chairman, Converse County Commission

Date





Bert Dale, B&B Aggregates

Date

Converse County Road & Bridge Department Policy

Establishing Safety Year, Personal Protective Equipment, and Appearance Guidelines

I. Purpose

- a. To help retain our professional image and public confidence, all employees of Converse County Road & Bridge are required to have a neat, clean appearance at all times.
- b. To establish rules for appearance which reflect positively upon individual competency, efficiency, and pride as a member of Converse County Road & Bridge.
- c. To establish rules for adhering to proper personal protective equipment (PPE) as per federal guidelines and to keep employees of Road & Bridge safe and protected during shifts.
- d. For the purpose of this policy, “Eligible Employee” is defined as:
 - i. Employees employed during the safety year of June 1 – May 31; and
 - ii. Employees who are classified as a full-time or half-time employee; and
 - iii. Employees who have worked at least 1,040 hours out of the safety year period; and
 - iv. Employees who do not have any disciplinary actions and/or probationary periods pending against them.

II. Rules & Regulations

- a. All eligible employees are required to wear proper PPE for specific work areas, duties, and seasons.
 - i. Safety-toe boots meeting ASTM F2413 Standards, safety glasses, and/or safety shields must be worn at all times within the designated areas.
 1. All eligible employees who are required to wear safety-toe boots and/or safety eyewear may purchase and be reimbursed up to \$150.00 per safety year for approved safety-toe footwear and/or safety eyewear.
 - ii. High-visibility apparel conforming to ANSI/ISEA 107 Standards must be worn at all times while operating company vehicles and working on County roads.
- b. All Road & Bridge employees shall report any incident including personal injury and/or property damage to their immediate supervisor at the time of the incident, or within a reasonable timeframe taking all safety precautions into consideration. Supervisors are responsible for reporting the incident to the Road & Bridge Superintendent within a reasonable timeframe.
 - i. Failure to report an incident may result in disciplinary action, up to and including termination.
 - ii. All incidents will be reviewed by a non-biased panel as appointed by the Road & Bridge Superintendent on a case-by-case basis.
 1. This panel will submit recommendations to the Road & Bridge Superintendent regarding their findings, which identify if the incident was preventable or non-preventable.
 - a. If preventable, the employee may be subject to disciplinary action as determined by the Road & Bridge Superintendent. Furthermore, the panel will submit potential solutions in order to avoid the incident in the future.
 - b. If non-preventable, the employee will not be subject to disciplinary action. Furthermore, the panel will submit potential solutions in order to avoid the incident in the future.

III. Safety Bonus Eligibility

- a. All eligible employees who adhere to the provisions within this policy and meet the eligibility as defined above will receive a safety bonus as determined each year through budgetary considerations.

Employee Signature

Date

Converse County Road & Bridge Safety Reimbursement Program/Policy

It is the policy of the Converse County Road & Bridge Department to foster a safe work environment by ensuring that employees adhere to the policies set forth in the Safety Policy Manual.

Converse County Road & Bridge Safety Reimbursement Program

Each eligible employee will be eligible to receive a \$500 bonus if they meet the eligibility requirements (as defined below) as of June of the current fiscal year. The eligibility period is June 1 - May 31 of each year.

Eligibility Requirements:

- Employee must be classified as a full-time/half-time employee.
- Employee must have worked at least 1,040 hours during the eligibility period.
- Employee cannot have any disciplinary actions pending against them, or be on probation as a result of a disciplinary action.
- Employee must have completed the probationary period.
- Employee must adhere to the provisions of the Converse County Road & Bridge Safety Policy during the course of employment.

Employee Print Name

Employee's Signature

Date

CCR&B Superintendent's Signature

Date

**Board of Commissioners
Converse County, Wyoming**

**107 No. 5th St., Suite 114 • Douglas, WY 82633-2448 • 307-358-2244 • Fax 307-358-5998
Jim Willox, Chair • Rick Grant, Vice-Chair • Robert G. Short • Trent Kaufman • Donald Blackburn**

February 5, 2026

WY Dept. of Environmental Quality
Air Quality Division/NSR Permitting
200 West 17th St., 3rd Floor
Cheyenne, WY 82001

Re: Continental Resources, Inc.
Compressor Station – Additional Equipment
Continental Dominion Compressor Station
SWSE/SESEW Sec. 33, T36N, R73W
Converse County, WY

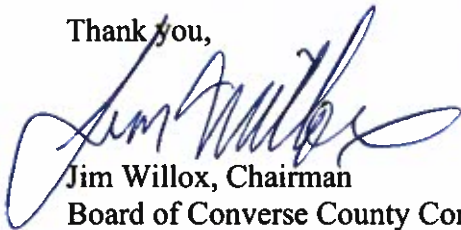
To Whom It May Concern:

The Commission is aware of the Wyoming Department of Environmental Quality (DEQ), Air Quality Division Standard requiring that proposed facility requiring DEQ permitting be in accordance with proper land use planning as determined by the appropriate local agency.

Converse County does not have local zoning requirements. The Commission is also aware of the above-referenced project and deems it to be an acceptable land use.

If you have any questions or need any further information, please do not hesitate to contact me at the phone number at the top of this letterhead.

Thank you,



Jim Willox, Chairman
Board of Converse County Commissioners

CC: Continental Resources, Inc.
Project Supervisor: Alex Wasserburger 20 North Broadway
Oklahoma City, Oklahoma 73126