

CONVERSE COUNTY COMMISSION MEETING

March 4, 2026 - 8:00 a.m. to 3:00 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. PUBLIC HEARING: DEGRAW SUBDIVISION
Tory Walsh, Special Projects Coordinator
 - SE1.4SE1/4 Section 13, N1/2NE1/4 Section 24, T31N, R70W, 6th PM

Documents:

[PH NOTICE DEGRAW SUBDIVISION.PDF](#)

4. 10:30 A.M. PUBLIC HEARING: PHIPPS MINOR SUBDIVISION NO. 2
Tory Walsh, Special Projects Coordinator
 - SE1/4NE1/4 Section 10, SW1/4NW1/4 Section 11, T33N, R75W, 6th PM

Documents:

[PH NOTICE PHIPPS MINOR SUBDIVISION 2.PDF](#)

5. 1:30 P.M. UPDATES - FDL CONSULTING, LLC

Jessie Dykehouse and Getty Babbitt, FDL Consulting, LLC

- Animal Shelter Expansion Project
- Glenrock Office Renovations Project
- Courthouse Level 1 and 2 Study

6. 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
- Animal Shelter - Additional Services, FDL Services LLC
- Animal Shelter - Change Order Request No. 8, Relocation of Water Line
- Shooting Range Improvement Project, Review and Award of Quotes for Drainage Improvements
- Eastern WY College Construction Technology Addition, Review of Proposals for Third Party Inspections
- Douglas Budget Magazine Advertising
- Jenne Trail Phase 3, Construction Contract with Croell, Inc.
- Jenne Trail Phase 3 Right-of-Way Applications with Bureau of Land Management

Documents:

02.03.2026 OFFICIAL.PDF
 FDL CONSULTING ADD SERVICE 4 - ELECTRICAL VAULT COORDINATION.PDF
 CONVERSE COUNTY ANIMAL SHELTER COR - 08.PDF
 JENNE TRAIL PHASE 3 CONSTRUCTION CONTRACT, CROELL INC.PDF
 WYWY106775891 SHORT TERM ROW CONVERSE COUNTY OFFER LETTER ROSS ROAD JENNE TR_SIGNED.PDF
 WYWY106775891 SHORT TERM ROW CONVERSE COUNTY ROSS ROAD ROW 2800-014.PDF
 WYWY106696373 CONVERSE COUNTY OFFER LETTER ROSS ROAD JENNE TRAIL PHASE 3 PROJECT_SIGNED.PDF
 WYWY106696373 CONVERSE COUNTY HDR REAL ESTATE SERVICES ROSS ROAD ROW 2800-014 GRANT.PDF

7. OTHER UPCOMING EVENTS

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

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, March 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 or by calling the County Clerk's Office 307-358-2244.

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the following public hearing will be held on March 4th, 2026 at 10:00 a.m. in the Converse County Commissioners' Chambers, Converse County Courthouse, 107 N. 5th Street, Douglas, Wyoming to obtain citizens' comments on the following proposed subdivision.

The intent is to vacate Lots 1 and 4 of H4U Subdivision and replat same into Lot 1 as DeGraw Subdivision, containing 36.68+/- being a portion of the SE1/4SE1/4 of Section 13, and the N1/2NE1/4 of Section 24, T31N, R70W, 6th P.M., Converse County, Wyoming, addressed as 19 and 24 Freedom Way.

Additional information may be obtained at the Converse County Special Projects Office, Converse County Courthouse, 107 N. 5th Street, Suite B-6, Douglas, Wyoming.

/s/ Tory Walsh, Special Projects Coordinator

Publish: February 11 & 18, 2026

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the following public hearing will be held on March 4th, 2026 at 10:30 a.m. in the Converse County Commissioners' Chambers, Converse County Courthouse, 107 N. 5th Street, Douglas, Wyoming to obtain citizens' comments on the following proposed subdivision.

The intent is to create Phipps Minor Subdivision No. 2, situated in the SE1/4NE1/4 of Section 10, and the SW1/4NW1/4 of Section 11, T33N, R75W of the 6th P.M., Converse County, Wyoming, addressed as 10 Sage Court.

Additional information may be obtained at the Converse County Special Projects Office, Converse County Courthouse, 107 N. 5th Street, Suite B-6, Douglas, Wyoming.

/s/ Tory Walsh, Special Projects Coordinator

Publish: February 18 & 25, 2026

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

Notice of Additional Services

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

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

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

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

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

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

Schedule Adjustment: No schedule adjustment needed.

ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION

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

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



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

Compensation Adjustment:

Schedule Adjustment:

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

ARCHITECT *(Signature)*

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

Date

Owner *(Signature)*

(Printed name and title)

Date



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

CHANGE ORDER
REQUEST NO: 8

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

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

Subcontractors

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

Materials

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

Labor

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

1502
1500

Project: Converse County Animal Shelter

DATE: 02/18/26

Equipment

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

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

NOTES: _____

Accepted for Owner: _____
 Date: _____

Accepted for Architect: _____
 Date: _____

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

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

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.03 *Contract Times: Days*

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

4.05 *Liquidated Damages*

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

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

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

ARTICLE 5—CONTRACT PRICE

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

ARTICLE 6—PAYMENT PROCEDURES

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Retainage*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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

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

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

ARTICLE 9—GOVERNMENTAL CLAIMS ACT

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

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

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

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

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

Contractor:

Croell, Inc
(typed or printed name of organization)

By: 
(individual's signature)

Date: 2/18/26
(date signed)

Name: Bryson Gambrel
(typed or printed)

Title: Division Manager
(typed or printed)

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

Attest: 
(individual's signature)

Title: Admin Assist
(typed or printed)

Address for giving notices:

PO Box 396
Sundance WY 82729

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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



In Reply Refer To:
2800 (WYP060)
WYWY106775891

SENT BY EMAIL: Mason.Schurcht@hdrinc.com

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

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

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

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

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

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

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

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

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

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

Sincerely,

FOR Amelia Savage
Assistant Field Manager,
Minerals and Lands

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Serial Number

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

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

2. Nature of Interest:

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

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

3. Rental:

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

4. Terms and Conditions:

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

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

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

(Title)

(Date)

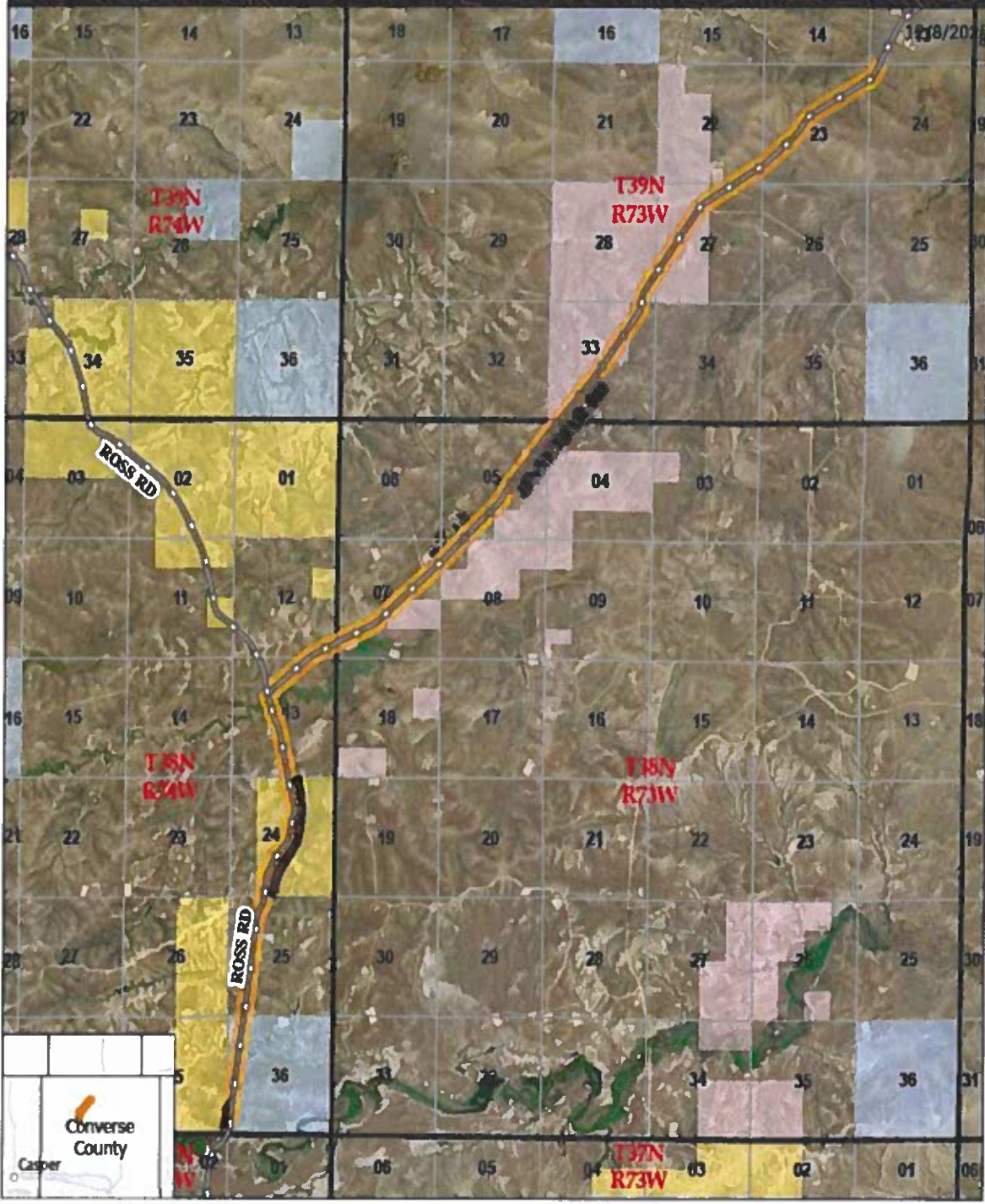
(Effective Date of Grant)



Jenne Trail/Ross Road

Phase 3 Project Extents

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



- County Roads
- Project Area

- Surface Management**
- Bankhead Jones

- Bureau of Land Management
- Private
- State



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

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

Cultural Resources

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

Vegetation

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

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

Ute's Ladies Tresses

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

Wildlife

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

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

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

Other

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

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

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

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

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

this right-of-way is:

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

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



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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



In Reply Refer To:
2800 (WYP060)
WYWY106696373

SENT BY EMAIL: Mason.Schurcht@hdrinc.com

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

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

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

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

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

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

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

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

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

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

Sincerely,

FOR Amelia Savage
Assistant Field Manager,
Minerals and Lands

Attachment

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Serial Number

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

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

2. Nature of Interest:

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

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

3. Rental:

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

4. Terms and Conditions:

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

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

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

(Title)

(Date)

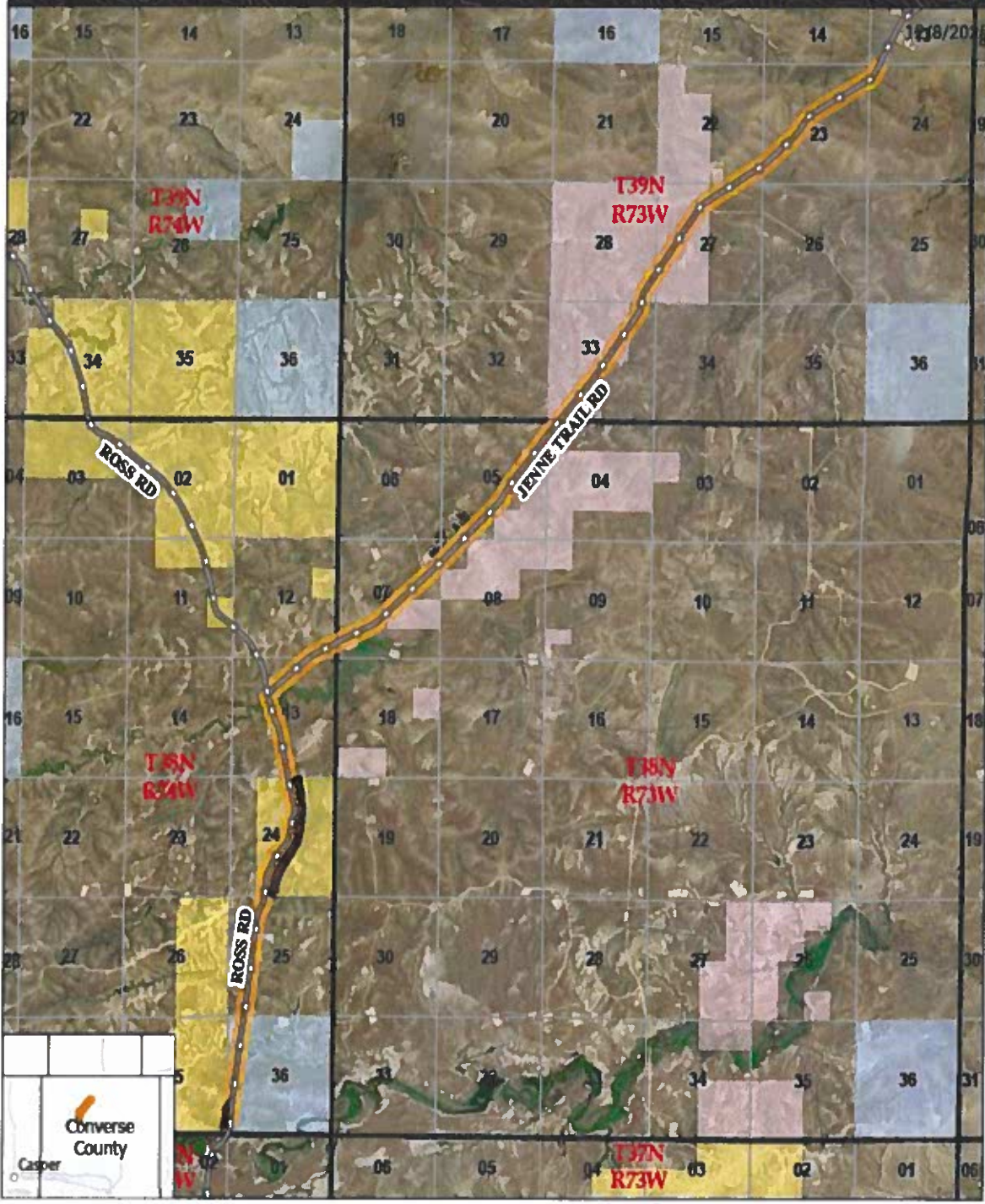
(Effective Date of Grant)



Jenne Trail/Ross Road

Phase 3 Project Extents

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



County Roads
Project Area

Surface Management
Bankhead Jones

Bureau of Land Management
Private
State



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

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

Cultural Resources

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

Vegetation

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

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

Ute's Ladies Tresses

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

Wildlife

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

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

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

Other

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

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

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

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

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

this right-of-way is:

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

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